1. DEFINITIONS

In the Contract:

Confidential Information means:

(a) all information relating to the Contract or Liontown's business affairs or operations; and

(b) all information that: (A) is designated by Liontown as confidential or identified in terms connoting its confidentiality; (B) is by its nature confidential or received by the Supplier in circumstances implying an obligation of confidentiality; or (C) the Supplier knows or ought to know is confidential,

but excludes information that is in, or enters into, the public domain through no fault of the Supplier or the Supplier's Personnel;

Construction Contract has the meaning given to that term under SOPA.

Contract means the contract comprising the Purchase Order and these terms and conditions.

Corporate Social Responsibility Laws means foreign bribery laws, anti-money laundering laws, anti-modern slavery laws and laws dealing with supply and / or export of sanctioned goods, services or information to foreign nationals or institutions, or the engagement in sanctioned activities, in any jurisdiction applicable to Liontown and the Supplier.

Data Breach means any unauthorised use, disclosure, misuse, modification, interference, loss of, or any other unauthorised access to Confidential Information or Personal Information that is accessed or held by the Supplier in connection with the Contract.

Delivery Address means the place for delivery of the Goods or performance of the Services as specified on the Purchase Order.

Delivery Date means the date on which the Goods must be delivered by or the Services must be performed by as specified on the Purchase Order.

Goods means the goods to be supplied by the Supplier as described in the Purchase Order.

GST has the meaning given to that term in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, rights in relation to confidential information (including trade secrets), know-how, and circuit layouts, and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields, including all rights to apply to register or renew these rights.

Liontown means:

(a) Liontown Limited ACN 118 153 825; or

(b) any Related Body Corporate (as defined in the *Corporations Act 2001* (Cth)) of the entity stated in sub paragraph 1(a).

Payment Claim means a payment claim issued in accordance with the SOPA in respect of a Construction Contract.

Personal Information means any information or opinion about a natural person (whether true or not), including 'personal information' as that term is defined in the *Privacy Act 1988* (Cth), that is provided or made available by or on behalf of Liontown or that is otherwise generated or collected by the Supplier in connection with the Contract.

Price means the price as set out in the Purchase Order.

Purchase Order means the order placed by Liontown or an authorised representative of Liontown with the Supplier that incorporates these terms and conditions for the supply of Goods and/or Services by reference.

Security Interest means any lien, mortgage, encumbrance, charge or security interest within the meaning of the *Personal Property Securities Act 2009* (Cth) or other third party right or claim.

Services means the services to be supplied by the Supplier and as described in the Purchase Order.

Site means Liontown's head office in West Perth or the Kathleen Valley lithium mine, as applicable .

Small Business Supplier means a Supplier that Liontown confirms in writing is a small business under the 'Small Business Identification Tool' under the *Payment Times Reporting Act 2020* (Cth).

SOPA means the *Building and Construction Industry (Security of Payment) Act 2021* (WA);

SOPA Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia and excludes the calendar days between 22 December and 10 January inclusive

Supplier means the entity to which the Purchase Order is issued and which is named as Supplier on the Purchase Order.

Supplier's Personnel means the officers, directors, employees, representatives, agents and subcontractors of the Supplier and its related bodies corporate.

Warranty Period means the period of 24 months for Goods and 12 months for Services commencing on the date of supply of the Goods or the date of the performance of the Services.

2. THE CONTRACT

(a) The Contract is formed when the Supplier accepts a Purchase Order or provides the Goods and/or Services.

(b) The parties intend to contract for the supply of Goods and/or Services only on the terms of the Contract. If the Supplier provides terms and conditions (including, without limitation, those printed on a quotation, consignment note, correspondence or other document) with or in connection with the supply of Goods and/or Services described in the Purchase Order, whether before or after the supply of the Goods and/or Services, they will be of no legal effect and will not constitute part of the Contract (even if any representative of Liontown signs the document or the terms and conditions comprised in the relevant document) unless properly executed by Liontown in accordance with section 127(1) Corporations Act 2001 (Cth) or its constituent documents.

(c) In the event of inconsistency, the order of precedence of documents comprising the Contract is:

(i) the Purchase Order, including any 'Special Conditions' stated on or referenced in the Purchase Order; and

(ii) these terms and conditions.

(d) The Contract continues until the Goods are supplied and/or the Services are performed in accordance with the Contract unless terminated earlier in accordance with the Contract.

3. SUPPLY OF GOODS AND/OR SERVICES

(a) In consideration of payment of the Price by Liontown, the Supplier agrees to deliver the Goods to the Delivery Address, and/or perform the Services , by the Delivery Date in accordance with the Contract.

(b) The Supplier must supply and maintain, at its cost, everything the Supplier requires to supply the Goods and/ or perform the Services in accordance with the Contract, including, but not limited to, all personnel, goods, tools, equipment, spares, materials, authorisations and insurance required to be effected and maintained in accordance with clause 14.

(c) Services must be performed by the person(s) specified to perform the Services in the Purchase Order (if any) and the Supplier must, at the request of Liontown, remove or replace

any of the Supplier's Personnel involved in performing the Services at the Site.

4. WARRANTIES

(a) The Supplier warrants that the Goods and Services will:

(i) in the case of Goods, be of merchantable quality and free from defects;

(ii) in the case of Goods, be new as at the Delivery Date (unless otherwise specified in the Contract);

(iii) match the description in the Purchase Order and, in the case of Goods, that shown on any packaging and labelling;

(iv) be of the same nature and quality as the sample or demonstration given, if the Supplier gave Liontown a demonstration or sample of the Goods or Services;

(v) be fit for the specific purpose for which those Goods and/or Services are intended to be used as specified in or reasonably inferred from the Purchase Order or any document referenced therein, and in any event, for the purpose for which those Goods and/or Services would ordinarily be used;

(vi) comply with the requirements of the Contract, any law (including Corporate Social Responsibility Law) and relevant standards published by the Standards Association of Australia that relate in any way to the supply of the Goods and/or Services;

(vii) not infringe or contribute to the infringement of any Intellectual Property Rights of any third party;

(viii) in the case of Goods, that clear title will pass to Liontown free from any Security Interests;

(ix) be free from any defect (including any latent defect) in design, materials and workmanship;

(x) in the case of Services, not interfere with the activities of Liontown or any other person on the Site; and

(xi) in the case of Services, be performed safely, with all due care and diligence, in accordance with Liontown's policies and procedures, all lawful directions and orders given by any Liontown representative, and in a skilful and competent fashion by appropriately qualified and trained personnel.

(b) The Supplier must pass on the benefit of any manufacturer's warranty applicable to the Goods and/or Services. If required by Liontown, the Supplier must sign any documents as Liontown reasonably requires, in order to secure for Liontown, the benefit of that warranty or warranties.

(c) This clause 4 survives termination or expiry of the Contract.

5. REJECTION OF GOODS OR SERVICES

(a) Without affecting any other right or remedy of Liontown, if, during the Warranty Period, any of the Goods and/or Services do not comply with the Contract, or are otherwise defective, whether or not Liontown has already accepted the Goods and/or Services in accordance with clause 6, the Supplier must:

(i) repair the Goods or re-perform or make good the defective Services; or

(ii) remove the Goods from the Site, make good any damage caused in removing them, and deliver replacement Goods to the Site;

or, if Liontown so requires, instead of delivering replacement Goods or re-performing the Services, refund all money paid by Liontown in respect of the defective Goods or Services. Liontown has the same rights in respect of replaced or repaired Goods and re-performed Services, as it had in respect of the Goods and/or Services which were originally supplied.

(b) If the Supplier fails to do any of the things notified by Liontown under this clause within the reasonable period (being not less than 7 days) specified in Liontown's notice, Liontown may do those things or have them done by a third party at the expense of the Supplier, such expense will be a debt due and recoverable from the Supplier and may be deducted from any monies owing to the Supplier from Liontown.

(c) This clause 5 survives termination or expiry of the Contract.

6. DELIVERY AND RISK AND TITLE

(a) The Supplier must deliver the Goods or perform the Services by the Delivery Date and must ensure that, in the case of Goods, the Goods are suitably packed to avoid damage in transit or in storage, clearly marked for delivery and that a packing list which itemises the Goods is included in each package of Goods for delivery.

(b) As soon as the Supplier becomes aware or reasonably expects that the Goods and/or Services will not be provided by the Delivery Date, the Supplier must immediately notify Liontown in writing the reason for, and the expected duration of the delay. If complete performance does not occur on the Delivery Date(s), Liontown may terminate the Contract in accordance with clause 12(a).

(c) Liontown will provide the Supplier access to the Site to the extent necessary for the Supplier to perform its obligations under this Contract.

(d) Title in the Goods passes to Liontown upon payment of the Price and risk in the Goods passes to Liontown upon delivery, or where the supply includes Services, when the Services are completed and accepted by Liontown.

(e) All Goods and/or Services will be inspected by Liontown within a reasonable time after the Goods are delivered and/or Services are performed, but Liontown will not be required to accept the Goods and/or Services unless it is reasonably satisfied with them.

(f) Liontown is not liable to pay for those Goods and/or Services rejected or unavoidably damaged by inspection, or costs associated with inspection or rejection of the Goods and/or Services.

7. MATERIALS AND EQUIPMENT

Where Liontown provides its own materials or equipment to the Supplier for use in connection with the supply of Goods or performance of Services:

(a) the materials and equipment will be and will remain the property of Liontown;

(b) the Supplier must keep the materials and equipment free from any Security Interests;

(c) the Supplier must maintain all materials and equipment in good working order and condition;

(d) the Supplier may use the materials and equipment solely in connection with the supply of Goods or performance of Services and must return them to Liontown immediately on termination or expiry of the Contract or when they are no longer required to supply the Goods or perform the Services (whichever is the earliest to occur); and

(e) any damage to or loss of the materials or equipment will be made good at the Supplier's sole expense.

8. PRESERVATION OF RIGHTS

Neither the rejection of, or the failure of Liontown to in any way reject, the Goods and/or the Services, nor the acceptance of the Goods under clause 6, nor the making of any payment, will prejudice any rights Liontown may have against the Supplier arising in any way in relation to

failure by the Supplier to provide the Goods and/or Services in accordance with the Contract or otherwise affect the Supplier's warranties, liabilities or obligations under the Contract or at law.

9. INVOICING AND PAYMENT

(a) Upon acceptance of the Goods by Liontown and/or completion of the Services, the Supplier must provide to Liontown a valid Payment Claim (in respect of a Construction Contract) or invoice for the Price that complies with clause 9(b).

(b) Each invoice or Payment Claim issued by the Supplier must be in accordance with clause 9(a), comply with the GST Act and SOPA (if applicable), and include (without limitation):

(i) a reference to a valid Purchase Order;

(ii) a detailed description of the Goods supplied and/or Services performed;

(iii) the Price of the Goods and/or Services, broken down to reflect any Price components on the Purchase Order;

(iv) the amount of any applicable GST;

(v) a Liontown contact name and Site; and

(vi) an individual reference number for Liontown to quote with remittance of payment; and

(vii) such supporting information and documentation as Liontown may require.

(c) If the Contract is a Construction Contract, then:

(i) within 15 SOPA Business Days of receipt of the Payment Claim, Liontown may respond to the Payment Claim by giving the Supplier a schedule (**Payment Schedule**) which complies with the SOPA and indicates the amount of the payment (if any) that Liontown proposes to make (the **Scheduled Amount**);

(ii) within 2 SOPA Business Days of receipt of the Payment Schedule from Liontown, the Supplier must provide Liontown with a valid tax invoice for the Scheduled Amount; and

(iii) Liontown must pay the Supplier within 20 SOPA Business Days after a valid Payment Claim has been made either: (A) the Scheduled Amount; or (B) where a Payment Schedule has not been provided, the amount stated in the Payment Claim.

(d) If the Contract is not a Construction Contract, then:

(i) subject to compliance with clause 9(b), Liontown will pay each invoice within the shortest of the following: (A) within 30 days from the end of the month in which the invoice is received by Liontown; (B) if the Supplier is a Small Business Supplier, within 30 days from receipt of the invoice; (C) if the Supplier is an Aboriginal business approved by Liontown, within 14 days from receipt of the invoice; or (D) if Liontown is required by applicable law to pay within a shorter timeframe, within that shorter timeframe;

(ii) without limiting any other right or remedy, Liontown may withhold payment of an amount in dispute where Liontown disputes the invoice until the dispute is resolved in accordance with clause 17; and

(iii) Liontown may reduce or withhold payment by any amount which the Supplier is obligated to pay Liontown, including costs, charges, damages, expenses and debts.

(e) All payments by Liontown will be on account only and will not be an admission that the Goods or Services comply with the Contract.

10. ASSIGNMENT AND SUBCONTRACTING

The Supplier must not, without the prior written consent of Liontown, assign any or all of the Supplier's rights or obligations under the Contract or subcontract all or part of the supply of Goods and/or performance of Services to any other party.

11. INDEMNITY

(a) The Supplier indemnifies, and keeps indemnified, Liontown, and its directors, officers, employees, agents and contractors, (each an **Indemnified Party** and together the **Indemnified Parties**) from and against any claim, loss, liability, cost, damage or expense suffered or incurred by an Indemnified Party arising from or in connection with the supply of Goods or the performance of the Services including, without limitation:

(i) the breach of any of the Supplier's obligations, warranties or representations under the Contract;

(ii) the misconduct or negligent act or omission of the Supplier or the Supplier's Personnel;

(iii) the loss of, or any damage to, any property of any person to the extent caused or contributed by the Supplier or the Supplier's Personnel;

(iv) the death of, or injury to any person to the extent caused or contributed by the Supplier or Supplier's Personnel; and

(v) the infringement of the Intellectual Property Rights or property rights of any third party.

(b) The Supplier's liability to indemnify an Indemnified Party under clause 11(a) will be reduced to the extent that the claim, loss, liability, cost, damage or expense is directly caused by the negligent act or omission of the relevant Indemnified Party.

(c) The rights and obligations under this clause 11 continue after termination or expiry of the Contract.

12. TERMINATION

(a) If the Supplier:

(i) breaches any term under the Contract and such breach is not remedied within 14 days of notice being given to the party to remedy the breach (unless such breach is not able to be remedied);

(ii) breaches any law relating to the supply of the Goods or Services;

(iii) becomes insolvent; or

(iv) is convicted of a criminal offence,

Liontown may terminate the Contract without prejudice to its rights to recover damages or any other rights and make such other arrangements as Liontown may consider necessary. Any additional expenditure incurred by Liontown in connection therewith will be a debt due from the Supplier to Liontown and payable on demand.

(b) In addition to any other rights of termination available to Liontown, Liontown may terminate the Contract by giving 7 days' notice to the Supplier, in which case, subject to Liontown being reasonably satisfied that the Supplier has complied with its obligations under the Contract, Liontown will pay the Supplier:

(i) amounts that are properly due and payable to it for the Goods supplied and/or Services performed prior to the date of termination;

(ii) all verifiable work in progress; and

(iii) all direct, verifiable and reasonable expenses incurred up to the date of the notice of termination,

incurred in compliance with the Contract, and which cannot be reversed or mitigated by the Supplier applying best efforts.

(c) If the Contract is terminated pursuant to clauses 12(a) or 12(b), the Supplier must cease the supply of the Goods and/or Services the subject of the Purchase Order and must deliver all Goods and/or Services in progress or completed as Liontown may

request.

(d) Unless expressly stated otherwise, termination of the Contract in accordance with this clause 12 does not affect the rights or obligations of a party which have accrued prior to termination.

(e) The Supplier may terminate the Contract with 14 days prior written notice to Liontown if Liontown fails to make a payment due in accordance with clause 9(b) for 3 consecutive calendar months.

13. TAXES

(a) If GST is imposed on any supply made by the Supplier under or in connection with the Contract, the Supplier may (subject to the provision of the invoice) recover from Liontown, in addition to the Price, an amount equal to the GST payable in respect of that supply.

(b) The Supplier shall be solely responsible for all other taxes or levies imposed on the Supplier under law that arise out of the supply of Goods and/or performance of Services.

14. INSURANCE

(a) The Supplier must, for so long as any obligations remain in connection with the Contract, effect and maintain, at its own expense all appropriate policies of insurance including, but not limited to the following unless the Purchase Order specifies otherwise:

(i) where the Services require the Supplier to utilise a motor vehicle or plant and equipment, third party liability insurance for the use of the motor vehicle or plant and equipment of not less than $20,000,000 for each claim and material damage cover of not less than its market value.

(ii) public and products liability insurance in relation to legal liability for loss of, loss of use of, damage to or destruction of real or personal property, death or bodily injury, and disease and sickness to any third party in each case in an amount not less than an amount to $20,000,000 for each occurrence (and in the aggregate in respect of products liability);

(iii) workers' compensation insurance covering liability arising out of death of or injury to persons employed (or deemed to be employed) by the Supplier in compliance with applicable law and for common law liability (including industrial disease) for a limit of not less than $50,000,000 for each occurrence and unlimited as to the number of occurrences; and

(iv) where the Services include professional services, professional indemnity insurance in an amount not less than an amount to $5,000,000 for each claim, such policy to be maintained for a period of 7 years after the completion of the Services

and in the case of the insurances described under subparagraphs (i), (ii) and (iii), in respect of Services performed at Site and unless precluded by law, include a principal's indemnity extension and a waiver of subrogation in favour of Liontown

(b) Upon request by Liontown, the Supplier will provide Liontown with proof of insurance acceptable to Liontown.

(c) The Contractor will ensure that its subcontractors effect and maintain the same insurances and extensions as those required by the Contractor under 14(a).

(d) The Supplier must ensure that, in relation to any insurance policy required to be maintained under clause 14(a), it:

(i) does not do or omit to do or allow to be done, any act or omission whereby any of the insurances referred to in clause 14(a) may be prejudiced, vitiated, or rendered void or voidable;

(ii) does not cancel or materially vary the policy in a manner adverse to its obligations under the Contract, or allow an insurance policy to lapse, without the prior consent, in writing, of Liontown;

(iii) immediately notifies Liontown of any event which may result in an insurance policy lapsing or being cancelled or vitiated, rendered void or voidable;

(iv) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefit; and

(v) whenever a claim is made under any policy referred to in clause 14(a), pays any excess or deductible payable as a consequence.

(e) If the Supplier fails to effect or maintain any insurances required by this clause 14, then Liontown may:

(i) effect and maintain those insurances;

(ii) pay the necessary premiums; and

(iii) recover from the Supplier any amounts paid under clause 14(a), until the Supplier has complied with its obligations under this clause 14.

15. CONFIDENTIALITY, PRIVACY & DATA SECURITY

(a) The Supplier must:

(i) keep the Confidential Information confidential;

(ii) only use the Confidential Information for the purpose of supplying the Goods and performing the Services;

(iii) not disclose the Confidential Information except: (A) with Liontown's prior written approval; (B) to the Supplier's Personnel to the extent necessary to supply the Goods and perform Services, provided the Supplier remains liable for any breach of confidentiality by the Supplier's Personnel; and (C) to the extent required by law, government agency, or stock exchange, provided that to the extent practical prior to such disclosure the Supplier notifies Liontown with full particulars of the proposed disclosure.

(b) The Supplier must, and must ensure that all Supplier's Personnel:

(i) comply with the Privacy Act 1988 (Cth) and all other applicable laws with respect to the collection, use, storage or disclosure of Personal Information;

(ii) implement appropriate technical and organisational measures to secure and maintain the integrity of its information technology systems, operational technology systems, networks, internet-enabled applications or devices, to protect against the possibility of Data Breach, including best practice firewall, encryption and anti-malware technologies; and

(iii) in the event of any actual or suspected Data Breach, promptly notify Liontown and provide all information relevant to the Data Breach, take all necessary steps to contain and mitigate any actual or potential impact, and cooperate and comply with all reasonable directions of Liontown.

(c) Where the Supplier has remote access to Liontown's technology environment, the Supplier must (and must ensure that the Supplier's Personnel):

(i) comply with all security requirements, policies, procedures and directions of Liontown; and

(ii) take all reasonable steps to protect Liontown's technology systems, Confidential Information, and Personnel Information, including by ensuring that: (A) Liontown's security requirements are not breached through remote access, control of any server, other hardware, or other software; (B) no unauthorised attempt is made to access or use Liontown's systems; (C) access to Liontown's systems is restricted to the Supplier's Personnel who have a need for such access; and (D) a record is kept of all Supplier's Personnel who access Liontown's technology environment such that an audit of access logs by the Liontown would be able to identify any individual's access, including the date and time of access; and

(d) On termination or expiry of the Contract, or on written request by Liontown, return or securely destroy (at Liontown's election) all copies or other records containing any Confidential Information or Personal Information.

(e) This clause 15 shall survive termination or expiry of the Contract.

16. INTELLECTUAL PROPERTY

(a) Liontown will retain sole ownership of all Intellectual Property Rights generated, created or acquired (excluding use under licence from a third party) by the Supplier or the Supplier's Personnel directly in connection with the performance of the Services under this Agreement (**Relevant Intellectual Property Rights**) for its own use and benefit in any manner it sees fit without any further fee payable to or consent required from the Supplier.

(b) The Supplier will assign or transfer and will procure that the Supplier's Personnel assign or transfer all Relevant Intellectual Property Rights to Liontown and sign all such documents and do all things necessary to give effect to this clause 16.

(c) Each party will continue to retain sole ownership of all Intellectual Property Rights owned by that party before the provision of the Goods or Services commenced, or any Intellectual Property Rights acquired or developed by that party independently of the performance of this Contract (**Background Intellectual Property**).

(d) Each party grants to the other party a perpetual, non-exclusive royalty-free licence to its Background Intellectual Property as far as reasonably necessary for the Supplier to perform this Contract and for Liontown to obtain the benefit of the Goods and Services

(e) This clause 16 shall survive termination or expiry of the Contract.

17. DISPUTES

(a) If a dispute arises in connection with this Contract, a party must give to the other party a dispute notice specifying the dispute and requiring its resolution under this clause 17.

(b) If the dispute is not resolved within 30 days after the notice of dispute is given to the other party, any party may commence proceedings in any court of competent jurisdiction in Western Australia.

(c) This clause 17 does not:

(i) prevent a party from obtaining any injunctive, declaratory or other urgent interlocutory relief; or

(ii) limit a party's rights under SOPA.

18. COSTS

Each party will bear its own legal and other costs and expenses incurred in connection with the negotiation, preparation and execution of the Contract.

19. GOVERNING LAW

The laws of Western Australia apply to the Contract and the Courts of Western Australia have non-exclusive jurisdiction to determine any proceedings in relation to the Contract.

20. WAIVER

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

21. SEVERABILITY

Any provision of the Contract that is invalid or unenforceable in any relevant jurisdiction will be deemed to be severed from the Contract, without affecting the validity or enforceability of the remaining provisions of the Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

22. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the two parties in relation to the subject matter and supersedes all prior negotiations, conditions, representations, proposals, understandings and agreements whether written oral which are excluded and negated save and except for such conditions or representations that cannot be excluded by virtue of the *Competition and Consumer Act 2010* (Cth) or other applicable Law.

23. RELATIONSHIP OF PARTIES

(a) The parties acknowledge and agree that the relationship between Company and Supplier is that of principal and independent contractor.

(b) Nothing in the Contract will constitute the Supplier as a partner, agent or representative of Company. The Supplier, and the Supplier's Personnel, do not have authority to incur any obligation or liability on behalf of the Company, and must not do so except with, and to the extent of, the prior written authority of the Company.