

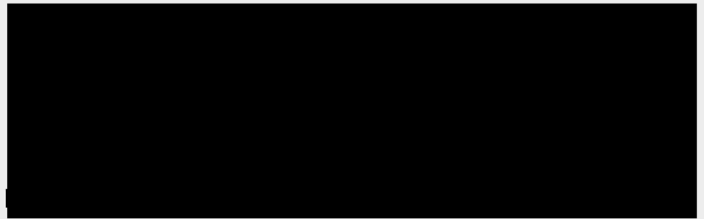


# BENCHMARK

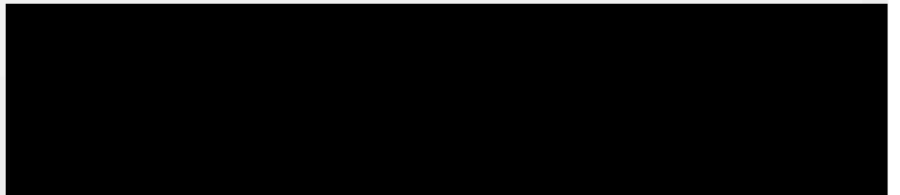
## Supply Agreement

Department for Business and Trade - 03 February 2025

Department for Business and Trade



Comments & Included Users



## Products & Services

Benchmark Service

Quantity



1



1



Benchmark Service	Quantity
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total	£119,000.00

**Signature**

Please note the following Disclaimer provided on all Reports:

**Product Disclaimer**

All information, pricing and production data within this publication has been obtained directly by Benchmark Mineral Intelligence Limited ("**Benchmark**") in accordance with our internal methodologies which can be viewed on our website. Secondary data has been obtained from various sources which are believed to be reliable and have been referenced accordingly. The content provided is the independent opinion of Benchmark and has been supplied solely for education and information purposes. Benchmark is not an investment advisor, financial advisor or securities broker and subsequently withholds any liability for losses or damages incurred either directly or indirectly. All data reported in metric tonnes, all prices reported in US Dollars (USD) unless otherwise stated.

**Engagement Confirmation**

If you would like to proceed with the Supply Agreement, as described in this document, and subject to the Terms and Conditions below please click below to sign.

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**This quote expires on 05 March 2025**



# Benchmark Minerals Terms & Conditions

The following terms and conditions are supplemental to the Supply Agreement to which they are attached (the "**Supply Agreement**"), such Agreement and these terms and conditions combined, being herein referred to as the "**Agreement**," between Benchmark (the "**Supplier**") and the Purchaser named in the Agreement ("**you**").

## Benchmark Minerals Terms & Conditions

### 1 SERVICES:

1.1 The Services, including any advice or deliverables provided to you, do not include, nor shall they be construed as including investment advice on, advice on the merits of, or a recommendation in relation to, buying, selling, subscribing for or underwriting any securities, shares or other financial investments of any kind.

1.2 Any advice or other deliverables provided as part of the Services, unless otherwise expressly agreed by Benchmark in writing, is provided to you solely for you and your Affiliates' benefit. Such advice or other deliverables may not be relied on by you or your Affiliates and may not be disclosed by you or any of your Affiliates to any third party, or announced publicly, unless there is a legal or regulatory obligation to so disclose or announce it.

1.3 For the avoidance of doubt, in this Agreement, an "**Affiliate**" of a party means any entity which controls, is controlled by or is under common control with, that party, from time to time, but in each case only for so long as such control or common control relationship exists, and for the purposes of this definition an entity shall "control" another entity if they own, directly or indirectly, more than 50% of the equity in that entity.

1.4 The Report shall be provided within a reasonable time, having regard to the need for the Supplier to acquire and collate information from a number of sources, and subject to events beyond the reasonable control of the Supplier. The Supplier will use reasonable endeavours to comply with any date for completion of the Services or any portion thereof, but any such date shall only constitute a statement of expectation and shall not be binding.

1.5 The relationship between Benchmark and clients is confidential at all times unless explicitly agreed otherwise. We will not sell, barter or otherwise exchange our client information with any other party.

### 2 INTELLECTUAL PROPERTY AND LICENCE

2.1 In this Agreement, "**Intellectual Property**" means copyright and related rights, rights in computer software, database rights, rights to preserve the confidentiality of information and any other similar intellectual property rights.

2.2 The Intellectual Property contained in the Report shall remain the exclusive property of Benchmark. The Supplier grants the Purchaser a non-exclusive licence to use such information for its own business purposes. The Purchaser shall keep the Report secure at all times and in strict confidence, and shall not copy the Report, or disclose the Report or any of said information to any third party, without a further written licence from the Supplier (to be at the Supplier's absolute discretion).

2.3 The Report and its contents, may not be shared or made accessible to anyone other than the Authorised Users. The report may not be shared with third parties. For the avoidance of doubt, the Authorised user shall be able to use its own forecasts which have been derived from the Supply and Demand Model at its own discretion.

### 3 LIABILITY

3.1 You acknowledge and agree that in relation to this Agreement your relationship is solely with Benchmark and you therefore agree not to bring a claim of any nature against any of Benchmark's or its Affiliates' subcontractors or any of their respective officers, employees, representatives, consultants, agents who carry out work in connection with this Agreement and you agree that such persons shall have no liability to you under this Agreement.

3.2 Subject to Clause 3.3, under no circumstances (including in the event of termination) shall Benchmark be liable for any claims arising out of or in connection with this Agreement, on whatsoever basis, in an amount in excess of one hundred percent of the fees specified as payable to Benchmark in this Agreement (the "**Aggregate Liability Cap**").

3.3 The Aggregate Liability Cap shall not apply in respect of liability arising from fraud or to death or personal injury resulting from gross negligence.

3.4 To the extent permitted by law, no action, regardless of its form, arising from or pertaining to this Agreement may be brought by you more than 1 year after that action has accrued.

3.5 Benchmark shall not be liable for any breach of this Agreement or any event of default to the extent that such breach or default was caused by the Purchaser.

3.6 You shall pay and protect, indemnify and hold harmless each member of Benchmark from, any claim, demand, damage, loss, cost, expense or liability of whatever nature, including legal fees and expenses brought by or incurred on account of anyone, other than you, against any member of Benchmark on account of or arising in connection with or otherwise relating to this Agreement.

3.7 If you take any action or decision to buy, sell, subscribe for or underwrite any securities, shares or other financial investments, you do so entirely at your own risk and Benchmark shall have no liability whatsoever for any loss, damage, costs or expenses incurred or suffered by you as a result.

### 4 AUTHORITY

4.1 The Purchaser hereby authorises Benchmark to carry out such steps as it considers necessary to perform the Services, including using subcontractors to assist Benchmark under this Agreement. Benchmark will remain liable in respect of any Services provided by Benchmark subcontractors, subject to the terms of this Agreement.

4.2 The Purchaser understands and agrees that Benchmark, in performing the Services, will use and rely upon information provided by or on behalf of the Purchaser as well as publicly available information and that Benchmark does not assume responsibility for independent verification of any information, whether publicly available or otherwise, furnished to it. Accordingly, Benchmark shall be entitled to assume and rely upon the accuracy, fairness and completeness of all such information.

### 5 PAYMENT

5.1 Payment of each invoice from Benchmark is due 30 days after receipt by you of the invoice.

5.2 If the Purchaser fails to pay any amount payable by it under this Agreement, Benchmark may charge the Purchaser interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at three per-cent (3%) in excess of the base rate set from time to time by the Bank of England. Such interest shall be calculated on a daily basis and shall be compounded every six months from the date of the expiry of that period until the date the outstanding sum is received by Benchmark.

5.3 The amount invoiced for services rendered or in connection with any work product is net of any applicable withholding taxes that may be imposed. If withholding taxes shall be imposed or collected in connection with any payment so that the payment actually received by

Benchmark shall have been reduced from the amount of the payment stated in the invoice, you shall be responsible for paying to Benchmark.

5.4 Amounts invoiced are also exclusive of value added, sales or use tax or any other tax or other governmental charge payable in connection with this Agreement, unless otherwise stated.

## 6 TERMINATION

6.1 Benchmark shall have the right to immediately terminate this Agreement on written notice to you if any of the following events occur:

6.1.1 you fail to make any payment in full when due and payable under this Agreement and such amount remains unpaid 15 business days after you receive notice thereof that such amount is due by unpaid;

6.1.2 you are in material breach of any obligation contained in this Agreement and where the breach is capable of remedy, you fail to remedy such breach within 7 business days of a written notice from Benchmark specifying the breach and requiring it to be remedied; or

6.1.3 if you are unable to pay your debts (within the meaning of Section 123 of the Insolvency Act 1986) or become insolvent or an order is made or a resolution is passed for your administration, winding-up or dissolution or an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a substantial part of your assets or you enter into or propose any composition or arrangement with your creditors generally or anything analogous to the foregoing occurs in any jurisdiction, or you cease to carry on business as carried on at the date of this Agreement.

6.2 The termination of this Agreement shall not relieve you or Benchmark of any obligations under this Agreement that arose prior to such termination and that do not, by their terms, end as of such termination and all of the same shall survive such termination.

6.3 The Purchaser may terminate this Agreement immediately on written notice to Benchmark.

6.4 On termination of this Agreement for any reason you shall immediately pay to Benchmark (i) any outstanding unpaid invoices payable under this Agreement as at the date of termination; and (ii) a pro-rata proportion of the part of the month worked that has not already been invoiced as at termination. The termination of this Agreement shall not relieve you or Benchmark of any obligations under this Agreement that arose prior to such termination and that do not, by their terms, end as of such termination and all of the same shall survive such termination.

6.5 Upon termination of this Agreement or completion of the Services, as applicable, the obligations of the parties under this Agreement shall cease except for the provisions of clauses 2 (*Intellectual Property and Licence*), 3 (*Liability*) 5 (*Payment*), 6 (*Termination*) and 9 (*Miscellaneous*) which shall survive the termination or expiry of this Agreement and continue in full force and effect along with any other clauses of or schedules to this Agreement which are necessary to give effect to them.

## 7 ANTI-BRIBERY

7.1 Benchmark shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption in the UK including but not limited to the Bribery Act 2010 (the "**Relevant Requirements**"); and have and maintain in place for the duration of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.

7.2 Benchmark agrees to comply with all applicable governmental laws, regulations and rules (including any relevant requirement under any EU Directive) applicable to Services furnished under this Agreement, including without limitation the US Foreign Corrupt Practices Act and the U.K. Anti-terrorism Crime and Security Act 2001.

## 8 FORCE MAJEURE

8.1 No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party.

8.2 If such Force Majeure Event occurs, the Impacted Party shall be entitled to a reasonable extension of the time for performing such obligations.

8.3 If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Agreement by giving 5 days' written notice to the Impacted Party.

## 9 MISCELLANEOUS

9.1 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter. Each party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

9.2 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights and remedies provided by law.

9.3 If any provision, clause or application of this Agreement to any party or circumstance is held invalid, illegal and unenforceable for any reason by any court of competent jurisdiction such provision shall be severed without effect to any other provision, clause or application thereof.

9.4 Nothing in this Agreement will create, or will be deemed to create, a partnership or joint venture or establish an agency relationship between the parties and no party shall be responsible for the acts or omission of the employees or representatives of the other party. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9.5 No waiver by either party of any default or defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character.

9.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this Agreement confers or purports to confer on a third party who is not a party to this Agreement any benefits or rights to enforce a term of this Agreement.

9.7 Each party shall be under an obligation to take all measures to mitigate any loss which has occurred or been suffered or may occur or be suffered under or in connection with this Agreement, provided it can do so without unreasonable inconvenience or unreasonable cost.

9.8 This Agreement shall be binding upon and shall inure to the benefit of the parties, and the successors and permitted assigns of each.

9.9 At any time after the date hereof each of the parties shall, at the request and cost of the other party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of this Agreement, subject to any restrictions in this Agreement on the extent of either party's obligations under this Agreement.

9.10 Benchmark shall maintain anti-virus software for defence against malware, trojan and virus infection on its systems and Benchmark will ensure such software is updated from time to time, in accordance with the software provider's instructions.

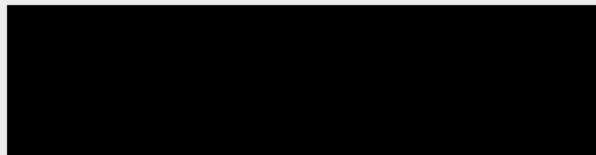
9.11 In the event that Benchmark becomes aware of any actual or reasonably suspected any unauthorized access, control or use of, loss of access to or other interference with the Services or any an electronic component or product in which the supplies are embedded ("**Cybersecurity Incident**"), Benchmark shall notify Purchaser without undue delay upon discovering the Cybersecurity Incident and in no case later than forty-eight (48) hours after Benchmark becomes aware of such Cybersecurity Incident.

## 10 GOVERNING LAW AND JURISDICTION

10.1 This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

10.2 You and Benchmark agree to submit to the exclusive jurisdiction of the English courts in connection with any matter arising out of or connected to this Agreement or the Services.

**Questions? Contact me**





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