

AGREEMENT GOVERNING THE PROVISION OF SERVICES

Social Media Management & Media Management Services

By and between:

Saudi Total Petroleum Products LTD

A company incorporated in the Kingdom of Saudi Arabia, CR 4030164751 - P.O. Box 4861, Jeddah, 21463, Kingdom of Saudi Arabia, Tel: +966 12256300, duly represented by **Mr. Amine GHEZZAR**, in his capacity as the **Managing Director**, duly authorized for the purposes hereof.

hereinafter referred to as the “Customer”

And

Supplier Name

a company having its address at , acting through its authorized representative in his capacity as , duly authorized for the purposes hereof.

hereinafter referred to as the “Supplier”

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Description of the purpose and term of the Agreement

1. RECITALS

For the requirements of the Customer's business activities, it was decided to appoint a specialized supplier capable of meeting these requirements with respect to the **Marketing Agency Services**. The detailed scope of services has been set out in the Attachment entitled "Attachment 1 - Scope/Description of Services".

For the foregoing purposes, the Customer initiated a consultation procedure, in which the Supplier took part and during which it had the opportunity, at various meetings, to ask all questions it deemed necessary and obtain the responses thereto.

The Supplier represents that, for the purpose of meeting these very clearly identified requirements, it has widely acknowledged expertise and experience in the relevant field, as well as the financial and human resources and the organization necessary to perform the Services in accordance with the terms and conditions, deadlines and prices set forth in the Agreement, with a very high level of service quality, and in complete safety.

In view of the various assurances thus provided by the Supplier, and in consideration of its personal characteristics, the Parties have decided to enter into this Agreement.

2. DEFINITIONS

The capitalized terms below, whether used in the singular or plural, shall have the following meanings for the Parties:

Agreement

The contractual relationship created by the various contractual documents listed in the article entitled "Contract Documents".

Business Days

The days from **Sunday to Thursday** excluding legal holidays under the law applicable in Saudi Arabia.

Conformity (or Conforming)

Conformity of the Services shall be assessed on the basis of:

- Scope/Description of Services;
- Other provisions of the Agreement;
- Best practices;
- Legal provisions.

Customer

The one who will receive the Services (STPP).

Deliverables

All items that the Supplier is required to deliver to the Customer pursuant to the Agreement and that are the concrete manifestation of the Services that the Supplier has been appointed to perform.

Party (Parties)

Individually means either the Customer or the Supplier, and jointly means the Customer and the Supplier.

Public Policy Provision

Any current or future mandatory rule that applies to the Parties in a specific territory or due to the nature of the Services performed pursuant to the Agreement.

Services

The Services detailed in the Attachment 1 - Scope / Description of Services.

Service Levels

Service Levels include inter alia the levels, required qualities and Service performance criteria described in:

- The Agreement and, in particular, in the documents included in the Attachments entitled "Description of Services" and "Service Levels – Deadlines/Dates and Penalties", which set forth the objectives to be met by the Supplier in terms of quality of service. These documents describe inter alia the level of quality that the Services are required to meet, the performance criteria and indicators, and the rules for calculating penalties;
- The service levels that can be ordinarily expected of a specialized supplier in providing the Services, in light of the best practices of the trade at the time the relevant Services are performed.

Specifications

The characteristics, required qualities and performance criteria for the Services:

- Described in the Agreement and, in particular, in the documents included in the Attachment entitled "Description of Services";
- Described in the technical documentation;
- In accordance with applicable laws, regulations and standards, as well as Public Policy Provisions;
- That can ordinarily be expected for services of the same type, in light of best practices of the trade at the time the relevant Services are performed and their intended use.

Subcontractor

Any third party that the Supplier uses, with the Customer's prior written agreement, to perform any part of the Services. The Supplier, as guarantor of the performance of the Services, shall be solely liable for its Subcontractors' performance of their obligations.

3. PURPOSE**3.1 Purpose – Description of Services**

The purpose of the Agreement is to set forth the terms and conditions that will apply to the Marketing Agency Services that the Customer appoints the Supplier to perform, which the Supplier hereby represents it accepts.

The details of the Services that the Supplier is appointed to perform, and their constraints are set forth in the Attachment titled "Attachment 1 - Scope / Description of Services".

Throughout the performance of the Services, the Supplier shall comply with the Public Policy Provisions, specifications, rules and regulations applicable to the Customer's activities, and shall comply with the best practices of the trade. Furthermore, the Supplier shall not be entitled to claim that it was unaware of the local or international Public Policy Provisions, rules or constraints applicable to the performance of the Services. The Supplier's know-how implies that it has knowledge of such provisions, rules and constraints, and it is responsible for compliance therewith.

The Supplier's obligations are absolute obligations.

3.2 Non-exclusive Nature of the Agreement

This Agreement shall in no event be interpreted as an undertaking granting the Supplier exclusive rights to provide similar Services, including during the term of the Agreement.

4. CONTRACTUAL DOCUMENTS

The contractual documents that constitute the Agreement governing the relationship between the Parties are, in decreasing order of priority:

- 1) This document and any amendments hereto; and
- 2) The following Attachments hereto ("Attachments"):
 - Attachment 1: Scope/Description of Services
 - Attachment 2: Financial Terms and Conditions
 - Attachment 3: Fundamental Purchasing Principles
 - Attachment 4: Anti-Corruption/Economic Sanctions and Export Control undertakings and provisions related to Economic Sanctions

After negotiation between the Parties, the Agreement constitutes the Parties' agreement. The Agreement shall prevail over any contrary or additional provision contained in any quotation or other similar communication exchanged between the Parties before and during its performance. Consequently, any documents not expressly listed above, in particular the Supplier's various bids in response to the call for bids or the Parties' respective general terms and conditions, are not binding on the Parties and do not constitute contractual documents.

Any change to the Agreement shall require a written amendment signed by the authorized representatives of both Parties.

5. TERM

The Agreement shall take effect on 1st February 2024 and shall remain valid for a period of one (1) year ending on 31st January 2024. It shall not be renewed tacitly. At the end of the above-mentioned period, the Term may be renewed two times by the Customer for a period of one (1) year each, by giving one (1) month prior notice to the Supplier. The fact that the Agreement is not renewed shall not entitle the Supplier to any indemnity or compensation of any type whatsoever.

Financial terms and conditions and Customer's obligations

6. PRICE AND PAYMENT TERMS

6.1 Price

The price is set in the Attachment entitled "Attachment 2 - Financial Terms and Conditions".

The price for the Services shall be all-inclusive, firm and excluding VAT.

The Supplier acknowledges that it has had in its possession all information enabling it to set the price. Consequently, it shall not be entitled to assert errors or omissions in the Agreement or claim evaluation errors or performance difficulties on its part as grounds for performing incomplete Services or claiming a price increase or any compensation whatsoever on such basis.

The price shall remain in effect for the term of the Agreement including any renewals thereof.

The price is the entire compensation that the Customer owes the Supplier, which, therefore, shall not be entitled to claim any increase in the price over the amount set forth in the Attachment entitled "Attachment 2 - Financial Terms and Conditions" for Services that, although not expressly listed, are of a type that come within its contractual obligations.

This price includes all costs inherent in performing the Agreement.

6.2 Payment Terms

Services shall be billed in accordance with the payment terms set forth in the Attachment entitled "Financial Terms and Conditions".

The monthly invoice will be raised on the **7th day of each month**, failing to comply to submit the invoice/s before the said date will be subject to 5% penalty on the monthly invoice.

The payment will be made against such invoice within **60 days** of the receipt of the said invoice. Invoices will be paid provided the Services have been performed and are in Conformity with the Agreement, and in particular the set Key Performance Indicators detailed in the Attachment "Service Levels – Deadlines/Dates and Penalties".

6.3 Content of Invoices and Billing Address

Invoices shall be sent to the Customer to the following address:
Sahar.khan@totalenergies.com & ms.sa.payables@totalenergies.com

In addition to the references required by law, invoices shall contain the following information:

- Supplier's VAT code if any;
- references or identification number of the Contract;
- the period for which the invoice relates;
- the amounts due by Customer;
- the basis on which the amounts due have been calculated;
- the description and quantity of all Goods and/or Services provided;
- the nomenclature, the net weight in kilograms, the transportation mode and the country of origin of the Goods;
- if necessary, copies of documentation in support of the amounts invoiced; and
- the relevant Order reference number.

6.4 Disputed invoices

If the invoice is not properly drawn up, the payment period may not be met, and the invoice will be returned to the Supplier to be corrected. If the Customer justifiably disputes the entire invoice or one or more invoice items, the obligation to pay the sum in dispute shall be suspended. Before the contractual invoice payment date, the Customer shall send a note justifying its position. If the Supplier agrees with the Customer's position, the Supplier shall issue a credit note cancelling the disputed invoice in whole or in part and, in the latter case, shall issue a new invoice for the undisputed items.

6.5 Taxes

The Supplier shall bear the costs of all taxes (excluding VAT), duties, contributions and withholding tax for which it may be liable and shall indemnify and hold the Customer harmless from all claims on such grounds.

7. COMPLIANCE WITH RULES, STANDARDS AND PROCEDURES

The Supplier shall perform the Agreement in a professional manner, with all requisite care and, in particular, shall comply with, and cause any Subcontractors it may use to comply with:

- Public Policy Provisions;
- The standards, laws and regulations in force or that may be adopted during the performance of the Services, in particular those applicable to the fields relevant to the Services and its business activities in the countries where the Services are performed;
- Industry practice and best practices of the trade;
- The specifications, standards and rules defined in the Agreement, or in effect on the Customer's premises, or that the Customer may provide to the Supplier throughout the performance of the Services;
- The strictest safety standards with regard to the protection of persons and property;

- The labor laws and employment legislation and employee protection rules in force in the country or countries where the Services are performed;
- In the event work is performed on the Customer's information systems, with the operating procedures for the hardware and software and the constraints specific to the IT environment.

The Supplier shall perform the Agreement in a professional manner, with all requisite care and, in particular, shall comply with, and cause any Subcontractors it may use to comply with.

8. COOPERATION OF THE PARTIES

8.1 Good Faith Cooperation

The Parties undertake to cooperate fully to ensure the proper performance of the Agreement and shall meet regularly to assess the quality of the Services.

The Supplier undertakes to cooperate in a spirit of partnership with third party service providers that may be charged with providing services in addition to or in connection with the Services the Supplier is appointed to perform.

In general, the Customer and the Supplier shall take all necessary measures, each with respect to its personnel, to facilitate performance of the Agreement during its entire term and, in particular, they shall:

- Meet promptly to resolve all unforeseen situations or situations requiring resolution;
- Ensure that oversight meetings are properly conducted by maintaining a representative thereto at all times;
- Pay their respective costs for their representatives' participation in the operations of the various committees and working meetings defined in the Agreement. In the case of the Supplier, these costs are included in the price defined in the Attachment entitled "Attachment 2 - Financial Terms".

In particular, the Supplier shall:

- Consult with and inform the Customer as the performance of the Services progresses;
- Ensure the availability, cooperation and competence of its personnel;
- Ensure that the Services it provides do not hinder the operations of the Customer's site;
- Provide the Customer with the characteristics and specificities of its hardware and Services and, in general, all information and documents necessary to enable the Customer to incorporate the Services into its own activities under the best possible conditions of compatibility and operation;

8.2 Primary Contact Persons

Each Party shall appoint a primary contact person from among its employees to centralize all information and questions and communicate with the other Party.

On behalf of the Customer:

Name:
Designation:
Email:
Telephone:

On behalf of the Supplier:

Name:
Designation:
Email:
Telephone:

The fact that the Customer may give indications or make requests to the Supplier's primary contact persons shall not create any hierarchical relationship between such primary contact persons and the Customer.

Performance terms and conditions

9. DUTY TO INFORM AND OBLIGATION TO ADVISE

In its capacity as a professional, the Supplier has a general duty to provide information, regardless of the Customer's expertise or knowledge and, accordingly, the Supplier undertakes to advise and warn the Customer during the performance of the Agreement in order that the Customer may achieve its objectives under the best possible conditions.

In this respect, the Supplier shall inter alia:

- Advise the Customer on all choices or requests made by the Customer of which it becomes aware and that may have an impact on the objectives to be met by the performance of the Services or affect the manner in which they are performed;
- Inform the Customer, within a reasonable time, of any events of which the Supplier becomes aware that may affect the objectives pursued under the Agreement and the obligations of the Parties and provide the reasons therefor, including if such events are attributable to the Customer;
- Propose to the Customer all additions or improvements to the Services and to the methods and rules adopted that may seem desirable to it;
- Verify all technical or functional documents and information provided to it by the Customer, in order to ensure they are consistent and complete and, if necessary, to point out any anomalies or omissions that may be discovered;
- Inform the Customer, in writing, of any matters it may consider to jeopardize proper performance of the Agreement. Unless the Supplier makes a written request, it shall be deemed to have all information necessary for the proper performance of the Agreement.

10. PERFORMANCE DEADLINES/DATES – SERVICE LEVELS AND PENALTIES

10.1 Performance Deadlines/Dates and Service Levels

The Deadlines/Dates and Service Levels stated in the Agreement are the essence of this Agreement.

10.2 Penalties

In the event of delay or non-compliance with Deadlines/Dates and/or Service Levels, that have resulted by an act or omission of the Supplier, the Customer shall be entitled to require the Supplier to pay penalties for such delay or non-compliance with Service Levels by giving it written notice in any format, without prejudice to the Customer's right to terminate the Agreement and claim damages, unless the Supplier can prove that such delay or non-compliance is due to a force majeure event or a cause not attributable to it.

- The amount of penalties for failure to meet dates or deadlines is set in the Attachment entitled "Service Levels – Deadlines/Dates and Penalties"
- The amount of penalties for non-compliance with Service Levels is set in the Attachment entitled "Service Levels – Deadlines/Dates and Penalties".

In any event, the total amount of the penalties owed under the Agreement shall not exceed 20% of the amount of the Agreement.

The Customer shall calculate the amount of penalties and inform the Supplier thereof. The Customer may, at its discretion, either bill the Supplier for penalties in accordance with the frequency stated in the Attachment entitled "Service Levels – Deadlines/Dates and Penalties" or deduct the amount of the penalties from the sums it owes the Supplier. In the latter case, the Customer shall simply inform the Supplier of its decision in writing.

Penalties are not compensation for loss sustained due to a failure to meet performance deadlines and Service Levels, but an incentive for the Supplier to meet such deadlines and Service Levels. Penalties for delay are a contractually agreed upon fine.

Forbearance from billing penalties shall in no event be interpreted as a waiver of the right to impose penalties.

11. SUPPLIER'S TEAMS

The Supplier shall set up an organization and allocate the resources necessary for proper performance of the Services.

It is expressly agreed that in connection with the Agreement the Supplier shall act solely as an independent service provider and that nothing in the Agreement or in the relationship between the Parties shall be construed as creating a hierarchical relationship or partnership between the Customer and the Supplier or the Supplier's personnel. The Supplier shall manage and supervise its teams in such a manner as to guarantee the proper performance and quality of the Services. The Supplier shall be solely responsible for the management and discipline of its personnel. Accordingly, the Supplier's personnel shall remain under the Supplier's sole authority, management and supervision, and the Supplier, in its capacity as employer, shall be responsible for administrative, accounting and labor matters concerning its employees.

Furthermore, the fact that the Customer may give indications or make requests to the Supplier's primary contact persons shall not create any hierarchical relationship between such primary contact persons and the Customer. The Supplier shall promptly inform the Customer, in writing, of any difficulty in its professional relationships that may affect the Services to be provided under the Agreement.

11.1 Expertise and Stability

The Supplier shall, in particular, assign a sufficiently staffed team to the performance of the Services whose members have all technical and/or functional expertise, knowledge and training required to ensure the proper performance and quality of the Services. Accordingly, the Supplier shall ensure that the members of its personnel and of any Subcontractors it may use are fully competent to use, in a completely safe manner, the tools and all equipment supplied or used in performing the Services, that they have sufficient experience and have received adequate training, at the Supplier's expense, to perform the Services in accordance with the Agreement. In particular, the Supplier shall ensure that throughout the performance of the Agreement they have and maintain the necessary expertise.

If required by the nature of the Services, the Supplier shall ensure that its personnel and that of any Subcontractors it may use hold all accreditations and certifications required to perform the Services.

In light of the need for the Supplier's personnel to be fully familiar with the Businesses which the Services are performed and the Customer's requirements in order to perform the Services expected, the Supplier shall take all necessary measures to ensure, to the extent possible, the stability of its teams during the time required to perform the Services. The Supplier shall use its best efforts to minimize the impact of any reassignment of any employee of the Supplier. In any event, the Supplier shall give the Customer prior notice of any changes to the members of its personnel who hold key positions in the performance of the Services.

In the event of the departure and/or arrival of an employee of the Supplier who is assigned to the performance of the Services, the Supplier shall implement and pay for all necessary measures (such as additional resources, coverage periods, training, etc.) required to maintain the Service Levels and comply with all of its contractual obligations.

Intellectual Property and protection of data and information

12. INTELLECTUAL PROPERTY

12.1 Specific Components: Assignment of Rights

In consideration for Customer's payment of the price specified in the Contract, Supplier shall assign to Customer, and warrants the assignment by its Personnel, its Subcontractors and their Personnel of, all intellectual property rights relating to any specific elements provided to comply with Customer's specifications, including but not

limited to plans, studies, models, designs and drawings, user guides, technical documentation, manuals, and documents ("Specific Elements").

The assignment as provided in Clause 13.1 shall occur when such Specific Elements are created and shall be exclusive, world-wide, perpetual, royalty-free, transferable, and shall include all rights to exploit such Specific Elements: the rights of reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation.

12.2 Standard or Non-specific Components

If the Services include non-specific components protected by intellectual property rights (including, but not limited to, plans, manuals, documents and standard computer programs, hereinafter the "non-specific components(s)") that the Supplier delivers to the Customer, the Supplier, at no additional cost, shall grant the Customer and third parties that perform work on behalf or for the requirements of the Customer a right to use, reproduce, present, translate and adapt said non-specific components for the requirements of the Customer. Such rights shall be granted for all countries and for all media, and for the entire duration of the intellectual property rights.

If the Customer sells to a third party a piece of hardware or an asset that incorporates or uses a non-specific component, the Customer's right of use as defined above shall transfer to the third party buyer at no additional cost.

13. INFRINGEMENT

The Supplier shall indemnify and hold the Customer harmless from all claims or actions brought by third parties during or after the performance of the Agreement on the grounds of an infringement of their rights, in particular, infringement of their intellectual property rights in the components supplied by the Supplier pursuant to the Agreement. In the event that the Customer identifies a risk of a claim or action, the Supplier undertakes to take all steps necessary to eliminate such risk of infringement.

Accordingly, it hereby agrees in advance to indemnify and hold the Customer harmless from all claims, of any type whatsoever, that may be brought by any of its employees, staff members or third parties.

In the event an action is brought against the Customer, all costs incurred to defend the Customer, as well all duties, expenses, fees and damages for which it may be held liable, shall be borne entirely by the Supplier.

At the election of the Customer, the Supplier shall cause the infringement to end by:

- By providing, at its expense, an equivalent component to that which is the subject of the action for infringement of rights, within a time period deemed by the Customer to be compatible with its business activity. The component modified or the replacement shall be in conformity with the warranties or specifications specified in the Agreement and the Customer shall have the same rights with regard to such component as those it had with regard to the original component; or
- By obtaining for the Customer, at the Supplier's expense, the right to continue to use the component; or
- If neither of the two possibilities above can be accomplished within a time period compatible with the Customer's business activity, by reimbursing the Customer all amounts paid pursuant to the Agreement.

The provisions above are without prejudice to the Customer's right to claim all damages from the Supplier.

14. CONFIDENTIALITY

The Supplier shall treat as strictly confidential all information and documents, regardless of their format (written, oral or visual), to which it may have access or of which it may become aware in connection with the performance of the Services and, in particular:

- All documents or information that the Customer provides to the Supplier, in particular concerning the Customer's organization, personal data, business activities and results, or that originate from third parties;
- All Specific Components that the Supplier creates specifically in the performance of the Agreement, as well as the reports, studies and documents resulting from the processing thereof by the Supplier;
- The terms and conditions of the Services it has been appointed to perform, and the terms of the Agreement.

All of the foregoing shall be referred to hereinafter as "Confidential Information".

The Supplier shall use Confidential Information solely for the requirements of the Agreement and such Confidential Information shall not be disclosed to third parties or members of the Supplier's personnel who will not be asked to participate in the performance of the Services that are the subject of the Agreement, unless disclosure is required by statutory, accounting or regulatory obligations beyond the Supplier's control, in which case the Supplier shall give the Customer sufficient advance notice.

Moreover, the Customer may have signed confidentiality agreements with third parties in connection with the Services awarded. The Supplier undertakes to comply with the terms and conditions of such confidentiality agreements, which apply to it in its capacity as a Supplier to the Customer.

The Supplier shall take all physical and technical measures necessary to protect the confidentiality of Confidential Information that is provided to it or that is generated in connection with the performance of the Services. The Customer shall be entitled to audit compliance with these provisions.

However, the Supplier shall not be liable for a disclosure of Confidential Information if it proves that such information is in the public domain or that the Customer stated, in writing, that it was lifting the confidentiality of such information.

The Supplier undertakes to comply with, and to cause the members of its personnel to comply with, this confidentiality obligation. Furthermore, the Supplier shall guarantee compliance with this confidentiality obligation by its Subcontractors.

The Customer may at any time request the return or destruction of Confidential Information. Furthermore, upon the expiration or termination of the Agreement, the Supplier shall return the Confidential Information to the Customer or destroy it at the Customer's request.

The Supplier shall compensate the Customer for any loss it may sustain due to the breach of or non-compliance with the provisions of this article by itself, any Subcontractors it may use or its personnel.

The confidentiality obligations shall survive the Agreement for a period of five (5) years from the date the Agreement expires or is terminated.

15. REFERENCE TO THE CUSTOMER'S TRADE MARKS AND TRADE NAMES

The Supplier shall not use or refer to the Customer's trade names or trademarks, for any purpose whatsoever, including as a commercial reference, without the Customer's prior express written authorization.

16. PROTECTION OF DATA AND SYSTEMS

In the event the Supplier is required to process, collect or access the Customer's data and information systems, in light of the sensitive and potentially strategic nature of the Services it has been appointed to perform, it shall take all customary precautions in order to ensure the protection of the data, programs and operating systems to which it may have access.

The Supplier shall:

- Not disclose, or allow any person who does not hold an authorization or approval for such purpose, to access the Customer's programs, systems or data;
- Not copy, duplicate, destroy or modify such programs, systems or data, unless such actions are within the scope of its Services;
- Protect any passwords that may be communicated to it.

In this regard, the Supplier shall immediately inform the Customer of:

- Any use or appropriation of said passwords by any unauthorized person;
- Any unauthorized intrusion or attempted intrusion into the Customer's programs, systems or data;
- Any error or other voluntary or involuntary inappropriate action on the part of its personnel or of any Subcontractors it may use that is performed on the Customer's programs, systems or data.

Furthermore, it shall take all steps required to prevent third parties from having access to information and data entrusted to it during the performance of the Agreement by keeping the documents, files or the system containing such information and data in locked premises or preventing access thereto by an electronic or computerized locking mechanism. In the event that data is lost due to an act attributable to the Supplier, the Supplier shall bear the cost of recovering the data.

The Supplier shall be wholly liable for the acts of its personnel during the entire term of the Agreement in the event of an illegal use of the Customer's programs, systems or data, or the use thereof for purposes other than the performance of the Services. Furthermore, the Supplier shall be liable for the use thereof by any Subcontractors it may use.

17. PROTECTION OF PERSONAL DATA

17.1 General Principles

If the Supplier's performance of the Agreement and the Services requires the processing of personal data (hereinafter referred to as the "Data") by any means whatsoever, the Supplier undertakes to act in compliance with the applicable laws, such as but not limited to Saudi Data Protection Law, and the provisions of this article. The Parties shall be responsible, to the extent they are each concerned, for the processing of personal data carried out in connection with their activities pursuant to the Agreement.

For this purpose, the Supplier shall implement the technical and organizational measures necessary to maintain full confidentiality of the Data, such that no unauthorized person, whether or not a member of its personnel, may access the Data. Lastly, the Supplier shall perform the backups necessary to maintain the Data in a reliable and permanent manner, and shall guarantee the Customer against all risks of loss of the Data.

17.2 Data Processing

The Supplier shall act pursuant to the Customer's instructions. In such capacity, it undertakes inter alia:

- To process the Data in accordance with the Customer's instructions and solely for the purpose(s) determined by the Customer;
- To inform the Customer, in writing, within a period of two calendar days if:
 - It is unable to comply with said instructions. In such case, the Customer may decide to suspend or terminate the Data processing, without discharging the Supplier from its obligations;
 - A public authority requests disclosure of the Data;
 - A data subject wishes to exercise the rights granted to him/her by the applicable laws;
- Not to communicate, disclose or grant access to the Data to unauthorized third parties, without the Customer's prior written approval;
- To respond promptly to any request of the Customer concerning the Data processing carried out pursuant to the Agreement;
- To keep the Data only for the time necessary for the purpose of the Data processing;

- To cooperate with the Customer whenever a data subject wishes to exercise his/her rights, in particular if the data subject requests access to his/her Data, requests to correct or delete his/her Data, or requests a copy of Data about him/her. No response shall be provided to the data subject without the Customer's prior written approval.

17.3 Transfers of Data Abroad

On the signature date of this Agreement the Supplier stated that the Data would be hosted and processed only in the Kingdom of Saudi Arabia. The Supplier undertakes to keep the Data at that location and, therefore, shall not transfer or transmit the Data to any other location without the Customer's prior written approval. To be valid, any request by the Supplier for this purpose shall include a written statement of the legal, security, technical and organizational risks associated with the change of location requested. The Customer is entitled to this statement in accordance with the Supplier's general obligation to advise the Customer. If necessary, the Supplier shall legally supervise such transfers in compliance with applicable laws, and shall hold the Customer harmless from any loss, action or liability that may result therefrom.

17.4 Security Failures

In the event of a security failure, the Supplier shall immediately inform the Customer and take all measures necessary to fix the failure as quickly as possible, in cooperation with the Customer. In the event loss is sustained as the result of non-compliance by the Supplier with its Data security and confidentiality obligations, the Supplier shall compensate the Customer and any third party concerned.

17.5 Return of Data

At the Customer's request, as well as at the end of the Agreement, regardless of the reason therefor, the Supplier shall return all Data to the Customer, at no additional cost to the Customer, in a reliable and exploitable form that conforms to best practices in effect. This return of Data shall be evidenced in a memorandum dated and signed by both Parties. Furthermore, the Supplier shall destroy any Data it still holds in paper or electronic format, after receiving written confirmation from the Customer that the Data returned was duly received.

Good conduct rules (or ethical and CSR principles)

18. FUNDAMENTAL PRINCIPLES OF PURCHASING (FPP)

The Supplier shall become familiar with, comply with and cause any Subcontractors it may use to comply with the Fundamental Principles of Purchasing (FPP) set forth in the Attachment entitled "Attachment 3 – Fundamental Principles of Purchasing (FPP)". which are appended to this Agreement.

19. ANTI-CORRUPTION/ ECONOMIC SANCTIONS AND EXPORT CONTROL

The Supplier shall become familiar with, comply with and cause any Subcontractors it may use to comply with the anti-corruption provisions set forth in the Attachment entitled "Attachment 4 - Anti-Corruption/ Economic Sanctions and Export Control undertakings".

20. FORCE MAJEURE

A force majeure event is any event that is beyond the control of the relevant Party and that is both unforeseeable and irresistible, and that prevents performance of all or part of the Agreement. In particular, strikes that affect all or part of the personnel of the Supplier or its Subcontractors do not constitute a force majeure event and, consequently, do not discharge the Supplier from its obligations.

If a force majeure event occurs, the Party affected thereby shall, as of the occurrence of the event, immediately take the steps below. Failure to do so may deprive the Party of the right to assert such force majeure event.

- Promptly give notice to the other Party, by e-mail, confirmed by certified mail, return receipt requested, of the occurrence of the event and produce all necessary documentation proving that the event is a force majeure event. The other Party reserves the right to verify and confirm the truth of the facts asserted;

- State the foreseeable duration of the event;
- Inform the other Party of the measures it has taken or intends to take to find an alternative solution.

If a force majeure event occurs, performance of the obligations affected by such force majeure event shall be suspended during the duration of such force majeure event and, thereafter, performance shall resume.

When notice of a force majeure event is given, the Parties shall initiate discussions with a view to adopting appropriate measures in light of the circumstances.

If the force majeure event continues for more than 30 days, the Party against which the force majeure event is asserted shall be entitled to automatically terminate the Agreement by giving notice of termination to the Party asserting the force majeure event, by certified mail, return receipt requested, without any obligation to pay compensation.

A Party that asserts a force majeure event shall take all steps to reduce to the extent possible the prejudicial effects of such situation. However, each Party shall bear all costs it incurs as a result of the occurrence of a force majeure event.

21. TERMINATION

21.1 Termination for Breach

21.1.1 Breach of the Supplier

A- Upon prior notice to Supplier, Customer shall have the right to terminate the Agreement without indemnity or liability of any nature to Supplier in the following cases:

- (a) material breach of the Agreement by Supplier;
- (b) a series of breaches of the provisions of this Agreement by Supplier, which when taken together amount to a material breach;
- (c) incapacity or prohibition or cessation of operations of Supplier for any reason whatsoever;
- (d) non-compliance with the provisions of any Applicable Laws by Supplier; and
- (e) failure to comply with any of the mandatory policies of the Customer.
- (f) incapacity or prohibition or cessation of operations of Supplier for any reason whatsoever;
- (g) non-compliance with the provisions of any Applicable Laws by Supplier; and

B- In case of termination of the Contract in accordance with this Clause:

- (h) Customer shall only be liable to pay Supplier, as full and final compensation under the Contract or otherwise, the amount due for Goods delivered and Conform and/or Services performed by Supplier and Conform and accepted by Customer prior to the date of termination, in compliance with the Contract; and
- (i) Customer may have performed all or part of the outstanding obligations under the Contract by another supplier and to invoice Supplier for the difference in price between (i) the cost incurred by Customer; and (ii) the cost Customer would have incurred if Supplier had fully performed the Contract, and Customer shall be entitled to all direct and documented costs and damage (including additional managerial expenses and administrative services) suffered by Customer in connection with such termination; and
- (j) any monies due to Customer pursuant to this Clause shall be paid to Customer within thirty (30) days from the last day of the month in which the invoice was issued, failing which such amounts outstanding shall accrue interest from the due date of such invoice until the date that such outstanding amounts are paid in full.

21.1.2 Termination due to Change of Control or insolvency of Supplier

Without prejudice to any other rights under the Contract, Customer may terminate the Contract at any time by serving notice:

- (k) unless contrary to any statutory provision of public order, if Supplier is the subject of any of the following events or circumstances: (i) it is unable to pay its debts as they fall due or admits inability to pay its debts; (ii) it stops or suspends, or threatens to stop or suspend, making payments with respect to all or any class of its debts or it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (iii) it makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; (iv) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; (v) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over it; (vi) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or (vii) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vii) (inclusive).
- (l) if Supplier undergoes a Change of Control.

If Customer terminates the Contract in accordance with this Clause, Customer shall pay Supplier the amount due for Goods delivered to Customer and/or for Services performed by Supplier prior to the date of termination. Such payment shall constitute the full and final compensation payable by Customer under the Contract and Supplier shall have no claim against Customer for such termination.

21.1.3 Breach of the Customer

In the event the Customer breaches any of its obligations under the Agreement, the Supplier may, thirty (30) calendar days after having given the Customer notice to perform its obligations, by certified mail, return receipt requested, with which the Customer fails to comply, automatically terminate all or any part of the Agreement, and after having given three (3) months' prior notice by certified mail, return receipt requested, without prejudice to the right to claim damages.

21.2 Termination without Prior Notice and without Notice to Cure the Breach

The Customer may also automatically terminate, without giving prior notice to cure the breach, all or any part of the Agreement, without any compensation being owed to the Supplier, and without prejudice to any damages the Customer may be entitled to claim, but only in the situations described below. The Customer shall give notice of such termination to the Supplier by certified mail, return receipt requested.

In light of its operational constraints, the Customer shall be entitled to postpone the effective date of termination. The letter giving notice of termination shall specify such postponed effective date. If no postponed effective date is specified, termination shall be effective immediately, as of the date the letter sent by certified mail, return receipt requested, is first presented for delivery.

The following are the only situations in which termination without prior notice and without notice to cure the breach is possible:

- In the event of Supplier's breach, if the consequences thereof are manifestly irreparable;
- a series of breaches of the provisions of the Contract by Supplier, which when taken together amount to a material breach;

- In the event the Supplier hires a Subcontractor to perform all or part of the Services if said Subcontractor has not been authorized beforehand in writing by the Customer, or in the event of non-compliance with the provisions of the article entitled "Subcontracting";
- In the event the Supplier files for bankruptcy, if judicial reorganization or liquidation proceedings are initiated against the Supplier or if a temporary trustee is appointed for the Supplier, subject to applicable Public Policy Provisions;
- In the event a competitor of the Customer obtains direct or indirect control of the Supplier. Accordingly, the Supplier shall notify the Customer of all planned transactions that will result in closer ties with a direct or indirect competitor of the Customer, giving sufficient prior notice to enable the Customer to assess the need to terminate the Agreement before the completion of the planned transaction. The Customer shall handle such information in a confidential manner. For the purposes of this article, the term "control" shall mean directly or indirectly holding the majority of voting rights or of corporate capital.

21.3 Consequences of Termination

- (m) In the event of "termination for breach" or "termination without prior notice and without notice to cure the breach" due to a breach of the Supplier, or in the other specific cases of termination specified in various articles of the Agreement, all payments already made by the Customer for Services that have not been performed, are incomplete or have not been accepted shall be immediately repaid to the Customer, as well as any fees paid in proportion to the number of months remaining until the end of the annual Maintenance period. Furthermore, the Customer shall be entitled to appoint any other third party to replace it or the Supplier to perform, at the Supplier's expense, the Services remaining to be performed under the Agreement that has been terminated. The amount payable by the Supplier shall be capped at the amount paid for the Services under the Order that have not been performed.
- (n) In the event of the partial termination of one or more Services, if the Agreement is not terminated, it shall remain in force between the Parties, excluding the Services or components terminated by the Customer. In such case, the financial terms and conditions applicable under the Agreement shall be adjusted to take into account the partial termination.
- (o) In the event of "termination for breach" or "termination without prior notice and without notice to cure the breach" due to a breach of the Supplier, if the issues in question concern Services awarded to a Subcontractor, the Customer may, at its sole discretion and as an alternative to termination, request that the Supplier find another Subcontractor or any appropriate contractual organization able to perform the Services in accordance with the provisions of the Agreement, in particular, in compliance with the Service Levels agreed upon for the Services, and to guarantee the Conformity of the Services.

In such case, within one month from the Customer's notification, the Supplier shall present alternative proposed solution(s). If the Customer agrees, the Supplier shall be responsible for terminating the contract with the relevant Subcontractor and hiring new Subcontractor(s) to take over the Services, at no additional cost to the Customer and without any interruption in the Services.

21.4 Termination without Breach at the Customer's Initiative

The Customer shall be entitled to unilaterally terminate, in its sole and absolute discretion at any time, all or part of the Agreement, even if the Supplier has not breached any of its obligations. The Customer shall not be required to give its reasons for such decision.

Such decision shall be communicated to the Supplier in a letter sent by certified mail, return receipt requested, giving one (1) month' prior notice.

Saudi TOTAL Petroleum Products LTD

شركة توتال السعودية للمنتجات البترولية المحدودة

The Customer shall pay the Supplier all amounts owed for the Services in question at the time of termination, taking into account advances paid. Furthermore, the Supplier shall be paid for all work that it performs during the notice period until the end of such period.

Such payments in accordance with this Clause shall constitute the full and final compensation payable by Customer to Supplier under the Contract and Supplier shall have no claim against Customer for such termination.

Disputes and governing Law

21.5 Governing Law / Jurisdiction

The Agreement shall be governed exclusively by Saudi Law.

The Jeddah Courts shall have exclusive jurisdiction over the Agreement, including in the event of multiple defendants or the joinder of third parties.

21.6 Amicable settlement

The Parties undertake to exercise their reasonable endeavors to settle amicably any dispute which may arise between the PARTIES out of or in connection with this agreement. If no such amicable settlement can be reached within sixty (60) days from the notice of the dispute by one PARTY to the other PARTY, the matter shall be definitively settled in accordance with Saudi Laws and will be referred to the sole and exclusive jurisdictional competence of Jeddah Courts.

21.7 Language

The language of the Agreement and its attachments is English.

Miscellaneous

22. MISCELLANEOUS PROVISIONS

22.1 Independence of the Parties

This Agreement is entered into by independent Parties. None of the provisions of the Agreement shall be interpreted as giving either Party power or authority to act in the name of the other Party or as creating any partnership or company whatsoever between the Parties.

22.2 Partial Invalidity

If any provision of the Agreement becomes invalid due to the effect of a law, regulation or court decision, it shall be severed from the Agreement. In such case, the Parties shall in good faith negotiate a replacement provision that is as close as possible from a legal and economic standpoint to the provision that has been invalidated.

22.3 Setoffs

The Customer shall be entitled to set off any sums it is owed by the Supplier, on any grounds whatsoever, against sums that the Customer owes the Supplier for the performance of the Services.

22.4 Survival of Provisions upon the Expiration or Termination of the Agreement

The expiration or early termination of the Agreement shall not affect the validity of the rights and obligations under the Agreement, which, due to their nature or to the effect of specific provisions, extend beyond the expiration or termination of the Agreement, and shall apply for the benefit of both the Parties and their successors in interest, until the respective dates on which such rights and obligations expire.

22.5 Non-waiver

Each Party shall be entitled to refrain from enforcing one or more contractual provisions against the other Party, in whole or in part, on one or more occasions.

The fact that either Party does require the other Party to fully perform its obligations shall in no event be deemed a waiver of such Party's right to require performance at a subsequent time.

22.6 LIABILITY AND INDEMNITIES

Each Party shall:

- (p) be liable for any damage (including any injuries, death, damage to or loss of property) that (i) it, its Personnel, and with respect to Supplier any Subcontractors cause to the other Party or to a third party and/or (ii) is arising out of or in connection with the performance, misperformance or non-performance of the Contract (whether caused by negligence, breach of statutory duty, tort, wilful misconduct or other fault); and
- (q) defend, indemnify and hold harmless the other Party and its insurers from and against any damage, cost and/or liability that the other Party may suffer in this respect.

22.7 Amendments

No modification of the Contract shall be effective unless set out in a written amendment duly signed by authorised representatives of the Parties.

22.8 Surviving Clauses

- (a) Termination or expiry of the Contract for any reason shall not affect any rights or liabilities that may have accrued prior to such termination or expiry.
- (b) (Without prejudice to the generality of this Clause, any provision of the Contract which is intended to apply after termination of the Contract shall survive the termination of the Contract for whatever reason and shall continue notwithstanding such termination and thereafter remain in full force and effect.

22.9 Notices

All correspondence exchanged by the Parties in connection with the Agreement, other than invoices, shall be sent to the following addresses:

To the Customer: - Email:
Telephone:

To the Supplier: - Email:
Telephone:

Executed on

On behalf of the Customer

On behalf of the Supplier

Creative & Social Media

Activity	Sub-activity	Item	Frequency along the contract 1 year
Brand Planning and Strategy	Strategy, market & consumer insights	Provide strategic brand insight and direction that pertain to marketing communications at the corporate and product level following TotalEnergies's global objectives	1
		Define jointly with TotalEnergies, the marketing communications strategy (B2B, B2C), and ensure the overall marketing communications and offline strategies, as well as the brand positions, are seamless and coherent	1
	Brand Awareness Analysis	Ongoing involvement in key research initiatives such as brand awareness and tracking, to determine communications effectiveness	2-3
	Best Practices(online and offline activities)	Suggest new ideas by checking the latest trends and technologies worldwide to promote products/services in store/through events, etc.	Always on
		Provide creative consulting, sharing with Client, the Agency's best practices expertise for brand advocacy and creative continuity.	Always on
Creative executions	Global strategy adaptation to local identity	As per the annual calendar, from the brand planning and strategy, design key visuals, presentations, brochures, template, and a visual language, which can be used across a variety of formats and executions. This identity should flow down to the different products that we sell (B2B channels as well as B2C).	2-3
		Develop and submit ATL/Digital marketing campaigns (adaptation or creative design, Mechanics, copywriting, radio-video script, graphical design, resizing, execution if required) based on previously defined marketing programs and projects as well as the global assets or international campaign roll-outs	2-3
	Creation/Adaptation of key visuals in ATL/BTL/Digital campaign	Create and develop BTL marketing campaigns (conception or creative design, copywriting, execution) based on previously defined marketing programs and projects. It can include: 1. Generic Deliverables : brochure, presentations, promotion assets, product launch communication material, POS advertising, adaptation of key visuals across strategic markets, particularly in regards to copy/language. 2.Events deliverables : Creative conceptualization (no production) namely, logo/invite/agenda/activities/booth design/event design ideas/artworks, etc.	24

		Resize and edit materials from Global communication kit: Ensure the key visuals works across multiple media formats – landscape, portrait, print, billboards and digital and are adapted to KSA region of operation including videos and voice -over	30
Content & page management	Creation of content & publishing posts	Create a monthly calendar (8 to 10 posts) with creative content and strong/engaging captions (in English/Arabic) This content should be done with content creators or if agency has a production team who can execute short videos relevant to our business and applicable for TikTok and IG reels, which would be relevant for our key audience and in line with the brand strategy and the communication direction.	12
		Collaborating with multiple influencers	4-5
		Community management : Based on each monthly calendar, publish posts, each month, on Facebook/Instagram/LinkedIn/ TikTok/ X in both English & Arabic. Translations to be proofed by copywriter.	12
		Community management : Engage & answer users' queries in max 24h to maintain the 100% response rate.	Always on
	Production	Produce Digital/Social media video/animations : - Graphics/animation: gif, videos, etc. in small scale no big equipment required or need it (it will be for social media and website usages) - Editing on basis of video rush provided by TotalEnergies (ex: events/testimonials/Product launch content, etc.) CGI (Computer-Generated Imagery) is the use of computers to create visual effects and animations. It is commonly used in movies, video games, and advertising to design realistic or imaginative scenes, characters, and environments. CGI makes it possible to create things that are too hard or expensive to film in real life.	108
		Handle and manage all assets needed to execute a video: storyboard, cast, permissions, locations, photography, video production, post-production, editing, voice over, IP rights, and management thereof.	On request (rate card to be provided)
	Copy	Handle all translations to Arabic, English and potentially Turkmen, Pashto, Urdu, Malyalam and Hindi. All creative assets shared with client needs to be pre-proofed by copywriter in English/Arabic	Always-on Mandatory Arabic/English upon request for other languages (rate card to be provided)
	Adhere to Brand Guidelines	Comply with the global brand advertising & commercial graphic standards for all internal/external communications. Ensure that the norms are respected throughout the deliverables.	Always on
Account Management	Ads and campaigns management	Launch, execute and manage various paid campaigns. Ensure a continuous optimization of campaigns/Ads to improve the performance and the cost efficiency	12
	Technical support	Provide and implement FB/IG FB pixels, and give support when it comes to retargeting for all the campaigns	Always on

Reporting	Data analysis + insights for social media	Provide a complete and detailed report of posts & ads performance	12
		Provide competitors' analysis, activity / campaigns every quarterly.	4
	Social Listening & insights	Have more data about energy and automotive sector, the new features and trends that can we adapt and test to stay up to date with the newest products and targeting methods	12
	Reporting tool	Reporting tool should be easy to use and accessible to client. This should include monthly & quarterly reports from campaign level to ads level	12
	Asset library	Creation, management and update of an online asset library, a gated repository which different stakeholders can access relevant key visuals and assets (open files, image library, etc.)	Always on

SEO and website Maintenance for the lubricant website

Activity	Sub-activity	Item	Frequency along the contract 1 year
Content management	Website content management	Creation of campaigns landing pages, including videos, images and texts in both languages.using the relevant and ranked keywords. (Minimum of 1 articles per month with max 350 words)	4-5
		publish any website content received from HQ through our CMS, in both Arabic & English : Product, News, Tips and technical articles/blogs estimated number for the full year 10	10
		Reporting of broken links, pages, redirection chains, internal/external linking, and deepDive : Meta tags, Heading tags, Image Alt tags, URL, optimization, Internal linking, content	4 hours per month
Reporting	Data analysis + insights	Provide a detailed website performance report, weak and strength points, quick wins : current rankings, search visibility, Branded searches, current traffic, Top entree pages	12
	Competitors activities & insights	Make sure we monitor the content published by other competitors on their website	12
	Reporting tool	Provide us with an accessible & user-friendly reporting tool. Present a monthly & quarterly report from campaign level to ads level	16

SEO and website Maintenance for the lubricant website

Activity	Sub-activity	Item	Frequency along the contract 1 year
Content management	Website content management	publish any website content received from HQ through our CMS, in both Arabic & English : Product, News, Tips and technical articles/blogs estimated number for the full year 12	4 hours per month

Reporting	Data analysis + insights	Provide a detailed website performance report, weak and strength points, quick wins : current rankings, search visibility, Branded searches, current traffic, Top entree pages	12
	Reporting tool	Provide us with an accessible & user-friendly reporting tool. Present a monthly & quarterly reports	16

ATTACHMENT 2 - Financial Terms and Conditions

Terms and conditions:

- Payment:** Within 60 days from submission of invoices.
- Invoicing:** regulations. Monthly basis, and the invoice must be complied with ZATCA
- VAT:** Above rates are VAT excluded, invoiced VAT percentage must comply with ZATCA regulations

ATTACHMENT 3 – Service Level – Deadlines/Dates & Penalties

Penalties:

Penalty: 0.5% of the amount of the monthly fees, excluding VAT, per calendar days delay after the 2nd occurrence of the delay on all the items listed below. Meaning:

- 1st delay — reminder
- 2nd delay — warning
- 3rd delay — we impose the penalty

Saudi Total Petroleum Products Co. Ltd.
PO Box 4861 Jeddah 21463,
Saudi Arabia.
Tel No: +966 12 225 6300
Fax No: +966 12 225 6311



PURCHASE ORDER

Invoice to be sent to: Saudi Total Petroleum Products Co. Ltd. PO Box 4861 Jeddah 21463, Saudi Arabia.
Your correspondent: Musaied ASGHAR musaied.asghar@totalenergies.com
Delivery address: SAU Head Office_G&S 21412-Jeddah Saudi Arabia

Reference to remind at delivery and on invoice Purchase order / Date 4581055830 / 14.01.2024
Vendor number :
VENDOR:
Tel:+ Fax:+

PR#

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Payment Terms:

Item	Material code	Description	Quantity	Unit	Unit Price (SAR)	Tot.Amt.(SAR)	Delivery Date
90	73007339	Transportation	1.000	ST	1		14.01.2024
100	73007339	Installation	1.000	ST	1		14.01.2024

Net Amount:

Note:

1. This is a system generated PO and does not require signature.
2. A copy of this PO must be presented for the payment.
3. This PO is governed by the General Terms and Conditions of Purchase (GTCP) and the code of conduct of TOTAL Group that can be found on (www.totalsaudi.com).



TotalEnergies integrates all aspects of sustainability at the heart of its strategy, projects and operations, and aims to be a reference with regard to commitments to the Sustainable Development Goals (SDG). Our Fundamental Principles of Purchasing, derived from our Code of Conduct, are the cornerstone of the long-term relationship we intend to forge with our suppliers. We therefore require all suppliers of goods and services to comply with these principles and ensure compliance by their own suppliers in turn.

Suppliers are required to comply with and to ensure their own suppliers and subcontractors comply with applicable laws, as well as principles equivalent to those set forth in the Universal Declaration of Human Rights, the fundamental Conventions of the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, United Nations Global Compact, the Voluntary Principles on Security and Human Rights, and the OECD Guidelines for Multinational Enterprises. Effective policies and procedures must be implemented, in particular with respect to the principles set out below. We also expect our suppliers to continuously improve their performance on these subjects.

Principle 1: Respect human rights at work

Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with the principles defined by the Universal Declaration of Human Rights and by the fundamental Conventions of the International Labour Organization.

Prohibition and prevention of child labour

- Prohibit employment of workers under the age of 18 for hazardous and night work and prohibit employment of workers under the age of 15, except where local law provides for greater protection for the child.

Prohibition and prevention of forced labour

- Ensure that no worker is coerced to work against her/his will through the use of violence, intimidation, financial coercion or threat of penalty or sanction.
- Prohibit confiscation of workers' identity documents, provided that where local law requires such document to be retained, workers must have immediate and automatic access to such documents.
- Ensure that no recruitment fees are charged to the worker.

Working conditions, remuneration and compensation

- Establish an employment contract.
- Provide a living wage and ensure compliance with a maximum number of working hours, adequate rest time and parental leave.
- Document compliance with such requirements.

Health and Safety at work

- Provide a healthy and safe workplace where workers are protected from accidents, injuries, and work-caused illness.
- When accommodation is provided by the employer, ensure that it is safe, clean and adequate as a living space.

Prohibition and prevention of discrimination and harassment at the workplace

- Prohibit harassment and practices resulting in discriminatory treatment of workers with particular attention to recruitment, compensation, benefits, or termination.

Freedom of speech, association and collective bargaining, freedom of thought, conscience, and religion

- Allow workers to choose whether to be member of a collective bargaining organization. In countries where such right is restricted, ensure employees have the right to participate in a dialogue about their collective work situation.

Grievances and Concerns

- Ensure workers can express grievances and concerns without fear of reprisal.

Principle 2: Protect health, safety, and security**Put in place an appropriate health, safety and security management system:**

- Perform risk analysis and implement appropriate means and action plans to prevent those risks.
- Establish a system for monitoring events that occurred in these areas.

- Implement incident response plans and means of intervention designed to face different types of events the supplier may encounter.
- Carry out a periodic review of the relevant policies and measures and institute suitable control measures.

Principle 3: Act in favor of climate

- Implement an energy efficiency management system.
- Continuously seek to reduce greenhouses gas emissions from operations, products, and services.

Principle 4: Preserve the environment

Protection of the environment

- Limit the impact of industrial activities on the environment, including possible impacts on air quality, water resources and soils.
- Implement a systematic approach to define measurable environmental objectives, achieve them, and demonstrate that they have been achieved.
- Implement an appropriate environment risk management system based on the Avoid-Reduce-Compensate mitigation hierarchy in order to identify and control the environmental impact of activities, products or services.
- More generally, undertake the improvements needed for protecting the environment.

Promotion of circular economy and responsible use of natural resources

- Ensure that natural resources (water, soil, forests...) are used efficiently.
- Continuously seek to minimize waste production.
- Apply the "reduce, reuse, recycle, valorize" principles.

Protection of biodiversity

- Ensure that no production site possibly having detrimental impact on the environment is located in natural protected areas listed as categories I to IV by the International Union for Conservation of Nature, in wetlands designated under the Ramsar International Convention or in sites inscribed on the inventory of the World Heritage Natural Sites of UNESCO.
- Continuously seek to minimize biodiversity impact of operations, products and services applying the Avoid-Reduce-Compensate mitigation hierarchy.

Principle 5: Prevent corruption, conflict of interests, and fight against fraud

- Prevent and ban any form of corruption: active or passive, private or public, direct or indirect.
- Fight against fraud.
- Avoid conflicts of interest, in particular, when personal interests may influence professional interests.

Principle 6: Respect competition law

- Comply with the applicable competition law.

Principle 7: Promote economic and social development

- Create a climate of trust with stakeholders, engaging in a dialogue with local communities.
- Promote local sustainable development initiatives.
- Give local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.

Suppliers are required to cooperate with the audit process.

DEFINITIONS

“Public Official” means an elected or appointed official, employee or agent of any national, regional or local government or state; any department, agency or instrument of any such government or state; any enterprise in which such a government or state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; or any official, employee or agent of any public international organization.

Corrupt Behaviour means the offering or promising of any Inducement to induce any Person to perform their roles improperly, to influence them with the intention of obtaining or retaining business or an advantage in the conduct of business, and **“Inducement”** means the making of any promise or any gift, transfer, payment, loan, reward, inducement, benefit or other advantage (whether directly or indirectly), which may be construed as being made to solicit any favour to or from any person.

Close Family Member of a Public Official means a spouse or partner, one of his or her children, siblings or parents; the spouse or partner of his/her children or siblings; or any household member.

PREVENTION OF CORRUPTION

In recognition of applicable international and regional conventions against corruption and to ensure compliance with anti-corruption laws applicable to the Agreement or activities covered in this Agreement or to the Parties or their ultimate parent company generally:

1. In respect of the Agreement and its subject matter, each Party warrants that neither it nor (to its knowledge) anyone on its behalf, has made or offered, or will make or offer, any payment, gift, promise or advantage (directly or through an intermediary) (Inducement) to or for the use of any Public Official for purposes of:
 - (a) influencing any act or decision of the Public Official;
 - (b) inducing the Public Official to do or omit to do any act in violation of his or her lawful duties;
 - (c) securing any improper advantage; or
 - (d) inducing the Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.
2. Each Party, in respect of the Agreement and its subject matter, warrants that it has not made or offered, and will not make or offer, whether directly or through intermediaries, any Inducement to or for the use of any person (other than a Public Official) for purposes of inducing that person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the Agreement.
3. Each Party shall cause its personnel and subcontractors to undertake the obligations in this Schedule and to warrant them under the terms of its agreements with any subcontractors. Each Party shall perform compliance due diligence on all major subcontractors to ensure that they act in strict compliance with applicable anti-corruption laws. Each Party may reserve the right to request proof of that due diligence.
4. All financial settlements, billings and reports sent in accordance with this Agreement shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Agreement. Each Party shall also maintain adequate internal controls to ensure that all payments made under the Agreement are authorized and comply with the Agreement. Saudi Total Petroleum Products Ltd reserves the right to perform (itself or through a representative) audits at the other's premises of all payments made for services performed under the Agreement. The Supplier agrees to cooperate fully in any such audit, including by making the relevant books and records available to Saudi Total Petroleum Products Ltd or its representative and by answering any relevant questions relating to the Supplier performance under this Agreement.

5. All payments under the Agreement shall be made in accordance with the terms of payment specified in the Agreement. The payment indications notified in any invoices shall be deemed to constitute a warranty that the bank account so notified is owned solely by the holder thereof and that no other person has any ownership of or interest in it.
6. Except for any ownership, interest or position that each Party has disclosed to the other Party in writing, each Party warrants that no Public Official or Close Family Member of a Public Official owns (directly or indirectly) shares or any other beneficial interest in the respective Party (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of the respective Party. Each Party agrees to notify the other Party promptly and in writing of any developments that would or might affect the accuracy of this warranty. In any case, if a Public Official or Close Family Member of a Public Official owns or acquires (directly or indirectly) shares or any other beneficial interest in the respective Party, or is or becomes a director, officer or agent of the respective Party, the affected Party shall take appropriate steps to ensure that the Public Official or Close Family Member of a Public Official avoids any conflict of interest, complies with the legislation applicable in accordance with the place of performance of the Agreement prohibiting conflicts of interest on the part of Public Officials and complies with the provisions of this Schedule.
7. Without prejudice to any other rights or remedies Saudi Total Petroleum Products Ltd may otherwise have, including (but not limited to) damages for breach of the Agreement, if the Supplier does not comply with any of its obligations in this Schedule, Saudi Total Petroleum Products Ltd shall have the right to suspend payment and require reimbursement of any advance payment made under the Agreement, and/or suspend or terminate the Agreement for default with immediate effect.

INTERNATIONAL ECONOMIC SANCTIONS AND EXPORT CONTROL

I/ DEFINITIONS

Sanctions Regulations means any law, regulation, embargo or another restrictive measure (economic, financial, trade, etc.) relating to economic sanctions and export controls applicable to the Parties, which is enacted, administered, imposed, implemented and/or enforced from time to time by any Sanctions Authority with jurisdiction over the Parties and the Product(s) (or Services).

Sanctions Authorities means any competent authorities of: (a) the United States of America; or (b) the European Union; or (c) the Republic of France in charge of the enactment, administration, implementation and enforcement of Sanctions Regulations.

Sanctions List means any of the lists of designated sanctions targets whose assets are frozen and maintained by: (a) the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury – Specially Designated Nationals and Blocked Persons List (SDN list); and/or (b) the European Union (the consolidated list of persons, groups and entities subject to financial sanctions and Annex XIX to Council Regulation (EU) N° 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine); and/or (c) the Republic of France (National asset freeze registry) (each such list as amended, supplemented or substituted from time to time).

Sanctioned Person means any individual or entity (including banks) listed, or 50% or more (directly or indirectly) owned or controlled by (if the criterion of control is used under the relevant Sanctions Regulations) any party listed on a Sanctions List. This also includes legal entities such as vessels and aircrafts.

Sanctioned Country means the Country under economic sanctions

II/ Compliance with economic sanctions

- I. For the purposes of the Agreement, the term “Sanctions Regulations” means any law, regulation, embargo or another restrictive measure (economic, financial, trade, etc.) relating to economic sanctions and export controls applicable to the Parties, which is enacted, administered, imposed, implemented and/or enforced from time to time by any Sanctions Authority with jurisdiction over the Parties and the Product(s) (or Services).
- II. The Parties must perform the Agreement in compliance with Sanctions Regulations that apply to the Parties, Products or Services.
- III. It is a condition of this Agreement that: (a) the Products delivered by the SELLER and purchased by the BUYER, Saudi Total Petroleum Products Ltd, shall not be, in all or in part, produced in the Russian Federation and/or annexed or occupied regions of Ukraine (Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia) and/or in Belarus, as well as in any country that may be subject to restrictions by the Competent Authority, hereafter, “the occupied regions of Ukraine”, and exported from the Russian Federation and/or the occupied regions of Ukraine and/or in Belarus, as well as in any country that may be subject to restrictions by the Competent Authority or re-exported from the Russian Federation and/or the occupied regions of Ukraine and/or in Belarus, as well as in any country that may be subject to restrictions by the Competent Authority; (b) the Products shall not be produced through a blending process that uses in whole or in part products or components that have been themselves produced in the Russian Federation and/or the occupied regions of Ukraine and/or in Belarus, as well as in any country that may be subject to restrictions by the Competent Authority and exported from the Russian Federation and/or the occupied regions of Ukraine and/or in Belarus, as well as in any country that may be subject to restrictions by the Competent Authority or re-exported from the Russian Federation and/or the occupied regions of Ukraine and/or in Belarus, as well as in any country that may be subject to restrictions by the Competent Authority.
- IV. The SELLER shall systematically provide the BUYER with proof of origin of the Products.
- V. Throughout the performance of the Agreement, the SELLER undertakes to inform the BUYER forthwith by written notice of any information likely to impact the declarations or commitments covered by previous paragraphs. In this case, the BUYER will be able to (i) **suspend** the performance of the Agreement or (ii) **terminate** the Agreement, without possibility for the SELLER to claim any compensation rights provided for by the present Agreement. VI. Neither Party shall be obliged to perform any obligation under the Agreement if this would not be compliant with, in violation of, inconsistent with, or expose a Party (the “Affected Party”) to punitive measures under the Sanctions Regulations. In this event, the Affected Party shall, as soon as reasonably practicable, give written notice to the other Party of its inability to perform. The Affected Party may either (i) **suspend** the performance of the affected obligation under the Agreement until the Affected Party may lawfully discharge such obligation or (ii) **terminate** the Agreement where the Affected Party may not lawfully discharge such obligation, without possibility for the other Party to claim any compensation rights provided for by the present Agreement.

III/ Compliance with EXPORT CONTROLS

I. For the purposes of the Agreement, the term “Sanctions Regulations” means any law, regulation, embargo or another restrictive measure (economic, financial, trade, etc.) relating to economic sanctions and export controls applicable to the Parties, which is enacted, administered, imposed, implemented and/or enforced from time to time by any Sanctions Authority with jurisdiction over the Parties and the Product(s) (or Services).

II. The Parties must perform the Agreement in compliance with Sanctions Regulations that apply to the Parties, Products or Services.

III. Whenever a license or authorization is required for the export of Products and/or the provision of Services, unless otherwise agreed, the SELLER will obtain all necessary licenses and authorizations demanded by applicable Sanctions Regulations and provide the BUYER, Saudi Total Petroleum Products Ltd, with written notice of such licenses and authorizations and of any applicable conditions.

ATTACHMENT 8 - PERSONAL DATA PROTECTION

The SUPPLIER warrants, on its own behalf and on behalf of its own subcontractors if any, that it will comply with the regulations in force on processing of personal data, in accordance with the provisions set forth in this Attachment “Personal Data Protection”.

The SUPPLIER undertakes to comply with all applicable regulations in force on processing of personal data, and in particular with the local data protection law, with the principles described in TotalEnergies’ Binding Corporate Rules, and with standard of protection equivalent to the General Data Protection Regulation in the Kingdom of Saudi Arabia, (hereinafter the “Applicable Regulation”).

When The SUPPLIER processes personal data on behalf of, or obtained from, STPP hereinafter the “Costumer”, the SUPPLIER guarantees that it provides sufficient safeguards to implement appropriate technical and organizational measures to ensure the processing will meet the requirements of the Applicable Regulation and guarantee the protection of the individual’s personal data.

In particular, the SUPPLIER guarantees that it:

a) processes the personal data only on “documented instructions” from the Costumer including with regards to their transfers to a third country or an international organization, unless required to do so by the Applicable Regulation to which the SUPPLIER is subject. In such a case, the SUPPLIER shall inform the Costumer of that specific legal requirement before processing, unless that law prohibits such information on important grounds of public interest. It being specified that The SUPPLIER is prohibited from communicating the personal data to a third authority, including a government authority, without prior notification from the Costumer and without complying with the provisions relating to requests from third parties stipulated in the Contract].

b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory non-disclosure obligation. The persons authorized to process personal data will have IT rights only to the extent strictly necessary for implementing, managing and monitoring of the Contract.

c) takes all measures required by the Applicable Regulation and implements the technical and organizational measures appropriate to the nature of the processing in order to provide a level of security appropriate to risks and ensure physical and logical security of the personal data against any intentional or unintentional breaches.

d) shall not engage another processor without prior specific or general written authorization from the Costumer. The list of sub-processors authorized by the Costumer is specified in this Schedule. In the case of general written authorization, The SUPPLIER shall inform in writing the Costumer of any intended changes concerning the addition or replacement of a sub-processor with at least thirty (30) days' notice before such a change occurs, thereby giving the Costumer the opportunity to object to such changes.

In the case of specific authorization, the SUPPLIER shall submit the request for specific authorization at least one (1) month prior to the recruitment of the sub-processor, together with the information necessary to enable the Costumer to take a decision on the authorization.

The SUPPLIER engages only third-party processors which fulfill the same obligations regarding the protection of the personal data as those as set out in this Schedule. The SUPPLIER, the initial processor shall remain liable to the Costumer in case of breaches from other processors to their obligations and must inform the Costumer.

e) taking into account the nature of the processing operation, assists the Costumer by appropriate technical and organizational measures, as far as possible, in fulfilling its obligation to comply with requests made by data subjects to exercise their rights under the Applicable Regulation.

f) assists the Costumer in ensuring compliance with the obligations set out in the Applicable Regulation regarding security of the processing, notification to the supervisory authority, if any, and communication to the data subject, completion of data protection impact assessment or prior consultation to the supervisory authorities, if any.

The SUPPLIER shall inform the Costumer or its preferred contact of any personal data breach [within twenty-four (24) hours/without undue delay] after becoming aware and shall take the necessary measures to address the personal data breach without delay.

In the event of a data breach related to personal data processed under the Contract by the Costumer or The SUPPLIER, the latter shall provide the Costumer with assistance to comply with its obligations to any competent supervisory authority and in particular:

- providing him with relevant information about the data breach (nature, categories and number of individuals affected, categories and approximate number of personal data records affected, and describe the likely consequences of the breach) or any information required by Applicable Regulation provide it with any missing information as soon as it becomes available;
- keeping him informed as and when actions are implemented to manage the data breach;
- refraining from communicating on the incident unless otherwise requested by the Costumer;
- implement actions to put an end to such incident, to rectify consequences and to prevent any recurrence;
- providing to him the necessary assistance to enable it to comply with its notification obligations to any competent supervisory authority.

g) at the choice of the Costumer, deletes or returns all the personal data to the Costumer on the mean and format agreed, after the end of the whole or part of the Contract relating to processing, unless Union or Member State law requires storage of the personal data;

h) makes available to the Costumer all information necessary to demonstrate compliance with the obligations laid down in this Agreement and all Applicable Regulation and allow for and contribute to audits, including inspections, conducted by the Costumer or its agents or another auditor mandated by the Costumer.

These audits/inspections could take place at any time and in any place after notifying Supplier. At the end of each audit/inspection, the Costumer sends the SUPPLIER, a copy of the audit/inspection report stating the breaches and measures recommended to reach compliance. In case the audit/inspection report discloses a failure to comply with the SUPPLIER's obligations of the Contract, The SUPPLIER, shall undertake to implement

at its own cost the necessary corrective measures within a time period taking into account the criticality of the breaches found. The SUPPLIER will provide the necessary assistance to the Costumer to perform these audits/inspections].

The SUPPLIER shall immediately inform the Costumer if, in its opinion, an instruction constitutes a violation of the provisions of the Applicable Regulation.

The SUPPLIER undertakes to take into account, with regard to tools, products, applications or services, the principles of data protection by design and data protection by default.

The SUPPLIER undertakes to inform the Costumer of any request or control carried out by an authority and of which, to its knowledge, it is the subject.

The SUPPLIER undertakes not to transfer personal data to a country which does not offer adequate protection under the Applicable Regulation unless expressly authorized by the Costumer and on condition that enforceable appropriate safeguards are available in accordance with the Applicable Regulation. This includes where applicable, standard contractual clauses (the "Standard Clauses") signed by The SUPPLIER and its own subcontractors or the binding corporate rules (BCR) or code of conduct.

The SUPPLIER also undertakes to (i) comply with the content of these Standard Clauses, (ii) verify that its sub-processor, the importer of the data, also complies with them and (iii) put in place any additional measures necessary with regard to the legislation and practices of its country, in order to ensure that the personal data benefit from a level of protection essentially equivalent to that required under Applicable Regulation.

The SUPPLIER undertakes to provide, upon request from the Costumer and without delay, the Standard Clauses signed with its sub-processors and the description of any additional measures required by law.

The SUPPLIER undertakes to inform the Costumer as soon as possible of its inability to comply with its contractual commitments and the Applicable Regulation due to the legislation or practices of the country or countries where the personal data is processed. In the event of failure to comply with all or part of these obligations, The SUPPLIER shall suspend the transfer within the time limits agreed with the Costumer.