



woodside

**Mutual Indemnity and Hold Harmless Deed**

**THIS DEED** is made the .....day of ..... 20.....

## **WHEREAS**

- A. Each of the Signatories may perform Services.
- B. The Signatories wish to enter into this Deed to create between them a mutual hold harmless and cross-indemnity arrangement to apportion liability and responsibility between themselves so that each of them would be responsible for its own property, personnel and consequential loss and the property, personnel and consequential loss of each other member of its own Group.
- C. The Signatories acknowledge and agree that contractors or other persons may wish to become parties to this Deed and the Signatories agree that contractors or other persons may do so by executing a Deed of Adherence in the form attached.

**NOW THIS DEED WITNESSES** as follows

## **1 INTERPRETATION**

### **1.1 Definitions**

In this Deed, except where the context otherwise requires:

**Administration Service** means those actions and services set out in Schedule 3.

**Administrator** means Woodside Energy Ltd (ACN 005 482 986) of Woodside Plaza, 240 St Georges Terrace, Perth W.A. 6000 or its successor nominated in accordance with clause 8.1.

**Administrator Group** means the Administrator and its Affiliates, and their respective agents, representatives, officers and employees.

**Affiliates** means, in relation to any person, a business entity:

- (a) in which that person owns directly or indirectly 50% or more of the equity;
- (b) which owns directly or indirectly 50% or more of the equity of that person; or
- (c) of which 50% or more of the equity is owned by a common parent company.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.

**Claim** means any cost, demand, legal proceedings, claims, actions, obligation or liabilities of any nature, including legal costs on a full indemnity basis, arising under any statute or in equity or at common law or otherwise at law of whatsoever nature.

**Consequential Loss** means:

- (a) loss of, or anticipated loss of use, profit or revenue or anticipated saving of any kind howsoever incurred or any other economic loss;
- (b) loss of bargain, contract, goodwill, expectation or opportunity;
- (c) any loss arising through any business interruption or delay; and
- (d) any indirect or consequential loss or anticipated loss or damage whatsoever in nature; and
- (e) all forms of punitive or exemplary damages,

however caused or arising, whether directly or indirectly, whether under contract, by virtue of any trust or fiduciary duty, in tort (including negligence), as a consequence of

breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever, and whether recoverable at common law or in equity and whether or not the circumstances under which the losses in question arise were in the contemplation of a Signatory at the time of performance of the Services.

**Contractor Services** means services, work and/or the supply of goods by a Signatory, arising out of or in connection with a Woodside Project.

**Deed** means this deed (including the Schedules), as originally executed or as it may from time to time be supplemented or amended.

**Deed of Adherence** means a deed of adherence in the form set out in Schedule 2.

**Effective Date** means 1 July 2015.

**Group** means:

- (a) in relation to the Administrator, Administrator Group; and
- (b) in relation to a Signatory, its Signatory Group.

**Indemnities** means the indemnities in clause 2(a).

**Indemnifying Signatory** means a Signatory against which a claim is made by an indemnified Signatory pursuant to Clause 2 of this Deed.

**Named Insured** means a Signatory which is procuring, pursuant to clause 6(a), that its insurers or underwriters waive their rights of subrogation.

**New Party** is defined in clause 5(a).

**Personal Injury** includes personal injury, death or disease.

**Property** means in relation to a Signatory (or any other member of its Group) any property, including but not limited to, a drilling unit, vessel, aircraft, equipment, machinery, tools, materials, supplies and other objects or items owned, rented, leased, chartered or otherwise belonging to or provided by the Signatory in question or the member of the Group in question.

**Services** means any:

- (a) Contractor Services; or
- (b) attendance at a site or other area related to or otherwise associated with a Woodside Project by a Signatory.

**Signatory** means each person (other than the Administrator) as listed in Schedule 1, who has executed this Deed or who has executed a Deed of Adherence pursuant to clause 5.

**Signatory Group** means, in relation to a Signatory, that Signatory, its Affiliates, its subcontractors (of any tier) and their respective Affiliates, and for all of the foregoing, their respective agents, invitees, representatives, agency personnel, officers and employees, but to avoid doubt, excluding any other Signatory.

**Woodside Project** means any project or activity arising from:

- (a) a resource;
- (b) a permit; or
- (c) other property or assets,

located in Australia (including its territorial waters), which Woodside Petroleum Ltd or any of its Affiliates undertakes:

- (d) in its own name; or
- (e) as operator, delegated operator or manager,

except for the Sunrise, Balnaves, Browse, Julimar and Brunello projects. Woodside may designate any project or activity as a "Woodside Project", including the Sunrise, Balnaves, Browse, Julimar and Brunello projects, by written notice to all of the

Signatories.

## **1.2 Communications to be in writing**

In this Deed, the terms “advise”, “approve”, “communicate”, “consent”, “require”, “direct”, “inform”, “notify”, “nominate”, “request”, “warn” and words of like meaning, means to do those things in writing. Any inflection or derivative of any of those words has a corresponding meaning.

## **1.3 Determinations and approvals**

Where this Deed allows the Administrator a discretion as to whether to do or not to do any act, matter or thing of any kind, or confers on the Administrator a power of determination or right of opinion, approval or the like, that discretion, power or right is absolute unless the Deed states otherwise.

## **1.4 Interpretation**

- (a) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (b) Specifying anything in this agreement after the words “include” or “for example” or similar expressions does not limit what else is included or the example given.

## **2 INDEMNITIES BY THE SIGNATORIES**

- (a) Subject to clauses 2(b) and 2(c), each Signatory must be solely responsible for and will defend, indemnify and hold harmless each other Signatory and its Group, against all Claims arising out of or in relation to or in connection with the Services provided by that Signatory, where the Claim is for:
  - (i) to the maximum extent permitted by law, Personal Injury to the Indemnifying Signatory or any member of its Group;
  - (ii) loss of, recovery or damage to Property of the Indemnifying Signatory or any member of its Group;
  - (iii) the discharge or escape of any pollutant or waste material which emanates from the property or equipment of the Indemnifying Signatory or any member of its Group; or
  - (iv) any Consequential Loss suffered by the Indemnifying Signatory or any member of its Group.
- (b) The Indemnities given pursuant to this Deed are full and primary and apply regardless of cause and notwithstanding any negligence or breach of duty (statutory or otherwise) of any other Signatory or any member of its Group and irrespective of any claim in tort, under contract or otherwise at law. However, the Indemnities will not extend to any criminal prosecution, fine or penalty.
- (c) To the extent permitted by law each Signatory agrees that it will not rely upon the provisions of any statute, treaty or convention for the purpose of avoiding or limiting its obligations to any other Signatory under the Indemnities.
- (d) The Indemnities given pursuant to this Deed will not apply and are not given either in favour of or against, and will not be enforceable either by or against, any Signatory in respect of any Claims:
  - (i) arising out of events occurring prior to the date on which that Signatory became a Signatory (either on the date on which this Deed came into force or on the date of the Deed of Adherence which it executed, as the case may be); or
  - (ii) that are subject to indemnities (in force at the time of the Claim) entered into by the Signatory.

### 3 EXCLUSION OF PART 1F OF THE CIVIL LIABILITY ACT 2002

The parties agree that Part 1F of the *Civil Liability Act 2002* (WA) is excluded.

### 4 NOTICE AND CONDUCT OF CLAIMS

- (a) Each Signatory must itself, or through any of its Affiliates, on its own behalf and on behalf of any other member of its Group, give notice in writing to the Indemnifying Signatory as soon as reasonably practicable after the Signatory becomes aware of a Claim in respect of which it or any member of its Group intends to rely upon its rights in clause 2, setting out in reasonable detail the nature of the Claim, the parties involved and all other material information.
- (b) The Indemnifying Signatory will be entitled, but not obliged, to take over the defence of any Claim against an indemnified Signatory or any member of its Group to which this Deed applies and, in such event, will:
  - (i) have the sole and exclusive right and obligation to control and conduct any consequent litigation, arbitration or settlement, subject to the Indemnifying Signatory providing, if requested, the indemnified Signatory or any member of its Group with evidence, satisfactory to the requesting indemnified Signatory or any member of its Group, of its ability to fulfil its obligations under the Indemnities;
  - (ii) at all times keep the indemnified Signatory and each relevant member of its Group reasonably informed of proceedings and developments in relation to such Claim; and
  - (iii) give consideration to the concerns and wishes of the indemnified Signatory or any member of its Group.
- (c) The indemnified Signatory and each relevant member of its Group must provide the indemnifying Signatory with reasonable assistance in the defence or settlement of any Claim to which this Deed applies.
- (d) If the Indemnifying Signatory does not elect to take over the defence of a Claim to which this Deed applies, the indemnified Signatory and each relevant member of its Group must not settle such Claim or make any agreement with respect to such Claim without the written consent of the Indemnifying Signatory (which consent must not unreasonably be withheld or delayed).

### 5 NEW PARTIES

- (a) The Signatories agree that a third party wishing to become a Signatory to this Deed after the Effective Date (**New Party**) will execute a Deed of Adherence.
- (b) Each Signatory appoints the Administrator to be its attorney for the sole purpose of entering into, on its behalf and in its name, a Deed of Adherence with a New Party pursuant to clause 5(a). Each Signatory authorises the Administrator to execute, by way of power of attorney or otherwise, Deeds of Adherence with New Parties and to amend Schedule 1 to include the names of any New Party which becomes a Signatory.
- (c) Neither the Administrator nor any member of its Group will have any liability whatsoever in respect of any performance, mis-performance or non-performance of the Administrator's function as attorney under this clause 5 and each Signatory must defend, indemnify and hold harmless the Administrator and its Group against any and all Claims arising from, out of, or relating to any such performance, mis-performance or non-performance, regardless of cause and notwithstanding any negligence or breach of duty (whether statutory or otherwise) of the Administrator or any member of its Group.
- (d) Notwithstanding clauses 5(b) and 5(c), the Administrator is not a Signatory, has no obligations under this Deed and will have no liability to the Signatories in respect of matters arising out of or in connection with this Deed, including

the legal effect or enforceability of any of the Indemnities. The actions and services which the Administrator provides will include the provision of the Administration Services. The Signatories agree that neither the Administrator nor any member of its Group will have any liability whatsoever in respect of any performance, mis-performance or non-performance of the Administration Services or otherwise in connection with this Deed (including in relation to the legal effect or enforceability of this Deed) and each Signatory must defend, indemnify and hold harmless the Administrator and each member of its Group against any and all Claims arising from, out of, or relating to any such performance, mis-performance or non-performance or otherwise in connection with this Deed (including in relation to the legal effect or enforceability of this Deed), regardless of cause and notwithstanding any negligence or breach of duty (whether statutory or otherwise) of the Administrator or any member of its Group.

- (e) To the extent permitted by law, each Signatory agrees that it will not rely upon the provisions of any statute, treaty or convention for the purpose of avoiding or limiting its obligations to the Administrator or any member of its Group under the provisions of this clause 5, including the indemnities provided under this clause 5.
- (f) Each Signatory acknowledges that:
  - (i) it has not relied and will not rely on any information, advice, representation or statement provided or made by or on behalf of the or the Administrator Group arising from or in connection with the Administration Services; and
  - (ii) to the extent (if any) that the Administrator or the Administrator Group has expressly provided any information, advice, representation or statement to the relevant Signatory arising from or in connection with the Administration Services, the Administrator is not liable to update it or for any error or change in the factual circumstances on which it was based.

## **6 WAIVER OF RIGHTS OF SUBROGATION**

- (a) Each of the Signatories will procure that its insurers (if any) will to the extent of the indemnities granted under this Deed have no right by subrogation, or otherwise, to take any proceedings against the other Signatories or any other member of their respective Groups in relation to matters covered by this Deed.
- (b) Each of the Signatories, at the written request of any other Signatory, must provide to such other Signatory a current certificate of insurance showing evidence of the waiver of its insurers' rights as described in clause 6(a).
- (c) Each of the Signatories agrees that, should it fail to procure that its insurers have no right by subrogation, or otherwise, to take any proceedings against any Signatory or any other member of their Groups to the extent of the indemnities granted under this Deed, then all of that Signatory's rights and benefits (but not its liabilities or obligations) under this Deed will be suspended and will not be enforceable by that Signatory until such time as the obligations contained in clauses 6(a) and 6(b) have been complied with.

## **7 EXTENSION OF BENEFITS TO MEMBERS OF A SIGNATORY'S GROUP AND TO THE ADMINISTRATOR**

- (a) The Signatories intend that, in accordance with the *Property Law Act 1969* (WA):
  - (i) any member of a Signatory's Group will be entitled to enforce the benefit of clause 2 and the benefit of the waiver of subrogation referred to in clause 6;
  - (ii) any member of the Administrator Group will be entitled to enforce the

benefit of the indemnities given to them in clause 5; and

- (iii) except as provided in clauses 7(a)(i) and 7(a)(ii), the Signatories intend that no provision of this Deed will confer, by virtue of the *Property Law Act 1969* (WA) any benefit on, nor be enforceable by, any person who is not a Signatory.
- (b) Notwithstanding clause 7(a), any right of the Signatories to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Deed (as between those Signatories), will not be subject to the consent of the Administrator or any non-Signatory who has rights under this Deed pursuant to clauses 2 or 6(a) and for the avoidance of doubt this will include any amendment, variation, waiver or settlement to the terms and conditions of clause 2. The Signatories must not make any amendment or variation of, or in any other way restrict or limit any of, the Administrator's rights given to it in clause 5.
- (c) Subject to clause 4(a), any Claim or action brought by a member of an indemnified Signatory's Group, not being a Signatory, pursuant to its rights in clauses 2 and 6(a) must only be made by, or brought on behalf of, such member by the Signatory of whose Group it is a member (or an Affiliate of that Signatory), and each of the Signatories agrees that a Signatory or an Affiliate of that Signatory will be entitled to bring a Claim to which this Deed applies on behalf of a member of its Group which is not a Signatory.

## **8 GENERAL**

### **8.1 Assignment**

Except as provided in clause 7 and this clause 8.1, no person may assign or deal in any way with the benefit of any rights under, or interest in, this Deed.

The Administrator may at any time novate its rights and obligations under this Deed to a successor (**Replacement Administrator**) without the consent of the Signatories subject to the Replacement Administrator agreeing to comply with the terms and conditions of this Deed. The Administrator will, by written notice to the Signatories, advise of the appointment of the Replacement Administrator. On receipt of such notification, each Signatory must execute a deed of novation, on terms consistent with industry practice, to effect such novation.

### **8.2 Waiver**

None of the terms and conditions of this Deed will be considered to be waived by any Signatory or any other member of its Group or by the Administrator or any other member of its Group (in relation to Clause 5) unless a waiver is given in writing by a Signatory (on its own behalf or on behalf of a member of its Group) or by the Administrator (on its own behalf or on behalf of a member of its Group) (in relation to Clause 5) to the Signatory or Signatories affected by such waiver. No failure on the part of a Signatory or any other member of its Group, or by the Administrator or any other member of its Group (in relation to Clause 5), to enforce any of the terms and conditions of this Deed will constitute a waiver of such terms or conditions.

### **8.3 Entire Agreement**

- (a) This Deed will be effective in relation to each Signatory from the Effective Date or the date on which a Deed of Adherence signed by that Signatory has been dated, whichever is the later.
- (b) This Deed constitutes the entire agreement between the Signatories with respect to the subject matter of this Deed and, from the Effective Date, supersedes all prior negotiations, representations or agreements related to this Deed and the subject matter of the Deed, either written or oral.

### **8.4 Severability**

Any provision of this Deed which is or becomes illegal or unenforceable will be

severed from this Deed and will not affect the validity of the remaining provisions of it.

## **8.5 Amendment**

Save as otherwise specifically provided in this Deed, any variation of this Deed will be binding only if it is recorded in a document signed by or on behalf of all the Signatories at the relevant time.

## **8.6 Notices**

- (a) Notices given pursuant to this Deed will be given in writing and delivered by hand, by fax or by post to the relevant address or fax number, and marked for the attention of the person, specified in Schedule 1 (in respect of the Signatories) and Clause 8.6(c) in the case of the Administrator.
- (b) Such notices will be effective:
  - (i) if delivered by hand, at the time of delivery, or if delivered by hand after 5pm, on the first Business Day following the date of delivery;
  - (ii) if sent by fax and received by the recipient's fax in a legible form, on the first Business Day following the date of sending; and
  - (iii) if sent by post, at the beginning of the third Business Day after the date of posting.
- (c) Notices given to the Administrator pursuant to this Deed are to be delivered to the following address:

Woodside Energy Ltd (ACN 005 482 986)  
Woodside Plaza, 240 St Georges Terrace,  
W.A. 6000

## **8.7 Termination**

- (a) Where at any time after the Effective Date, fifty per cent (50%) or more of the Signatories indicate a desire to terminate the Deed, written notice of the same will be sent by the Administrator to each Signatory. The Signatories will then have thirty (30) days within which to respond in writing to the Administrator stating whether or not they agree that the Deed should be terminated. If seventy five per cent (75%) or more of the Signatories at that time agree that the Deed should be terminated then the Deed will terminate at 24.00 hours on the ninetieth (90<sup>th</sup>) day after the due date for responses from the Signatories to the Administrator.
- (b) Unless terminated earlier pursuant to clause 8.7(a), this Deed will continue until 31 December 2030 notwithstanding cessation or completion of the Services.
- (c) A Signatory will be entitled to withdraw from the Deed on any of the following dates:
  - (i) 31 December 2020; or
  - (ii) 31 December 2025,

with effect that such party will no longer be a Signatory from 00.00 hours on the applicable date provided that a Signatory who wishes to withdraw gives not less than 60 days notice in writing to the Administrator of its intention to withdraw. The Administrator will notify the other Signatories in writing of such withdrawing Signatories. A Signatory may not otherwise withdraw from the Deed except upon a termination of the Deed in accordance with this clause 8.7.

## **8.8 Survivorship**

Notwithstanding the termination or expiry of this Deed, or the withdrawal of any Signatory:

- (a) the rights and obligations of the Signatories pursuant to this Deed will survive termination and expiry of the Deed; and
- (b) the rights and obligations of the Signatories will continue to apply in relation to any withdrawn Signatory,

to the extent required to allow each Signatory to bring to a conclusion all claims to which this Deed applies relating to incidents or events occurring prior to the termination or expiry of this Deed or, where a Signatory has withdrawn, relating to incidents or events occurring prior to such Signatory's withdrawal, (whether or not such claims have been made prior to termination or expiry of this Deed or the withdrawal of any Signatory).

**8.9 Governing Law**

This Deed will be governed and construed by the laws of Western Australia and each Signatory submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia.

**8.10 Counterparts**

This Deed may be executed in any number of counterparts and it is recognised by the Signatories that each counterpart is an original but that all counterparts together constitute one and the same instrument.

**IN WITNESS** whereof the parties have executed this Deed.

For and on behalf of **[ENTER]** by: )  
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 NAME: \_\_\_\_\_ ) NAME: \_\_\_\_\_  
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 DIRECTOR: \_\_\_\_\_ ) DIRECTOR/SECRETARY: \_\_\_\_\_

For and on behalf of **[ENTER]** )  
 by its duly authorised representative : )  
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DIRECTOR/SECRETARY: \_\_\_\_\_

**SCHEDULE 1**

**The Signatories and Details for Notices**

<b>Company Name and Company Registration Number:</b>	<b>Address &amp; Fax No:</b>	<b>Notices to be marked for the attention of (name of person or job title):</b>

## SCHEDULE 2

### Form of Deed of Adherence

#### MUTUAL INDEMNITY AND HOLD HARMLESS DEED

#### DEED OF ADHERENCE

**THIS Deed of Adherence** is made

#### **BETWEEN:**

- (1) The Administrator acting as attorney for and on behalf of the Signatories; and
- (2) [ ] a company registered in [ ] under number [ ] whose registered office is at [ ] (**New Party**).

#### **WHEREAS:**

- (A) This Deed is entered into pursuant to clause 5 of the Mutual Indemnity and Hold Harmless deed dated [**enter date**], a copy of which is attached (**MHH Deed**).
- (B) The New Party wishes to become a party to the MHH Deed and to become a Signatory and enters into this Deed pursuant to and for the purposes of clause 5 of the MHH Deed so as to take effect in accordance with the terms of the MHH Deed.

#### **NOW THIS DEED WITNESSES** as follows:

- 1 Terms defined in the MHH Deed will (unless otherwise defined herein) have the same meaning in this Deed.
- 2 The New Party agrees to participate in and be bound by all provisions of the MHH Deed in all respects as a Signatory.
- 3 In consideration of the New Party agreeing to be bound by the provisions of the MHH Deed, each Signatory agrees to be bound to the New Party as a Signatory.
- 4 This Deed may be executed in any number of counterparts and it is recognised by the Signatories and the New Party that each counterpart is an original but that all counterparts together constitute one and the same instrument.
- 5 This Deed will become effective on the Effective Date as specified in the MHH Deed, or the date of this Deed, whichever is the later.
- 6 This Deed will be construed and interpreted in accordance with the laws in force in Western Australia. The parties agree that any conflict of laws rule that may otherwise refer the interpretation of this Deed to the laws of another jurisdiction, will not apply to this Deed. The New Party submits to the exclusive jurisdiction of the Western Australian courts.

**Executed as a deed**

By the **Administrator**  
(as attorney for the Signatories to  
the Deed

)  
)

.....

For and on behalf of **[New Party]** )  
by its duly authorised representative : )

NAME: \_\_\_\_\_ )

NAME: \_\_\_\_\_ )

DIRECTOR: \_\_\_\_\_ )

DIRECTOR/SECRETARY: \_\_\_\_\_ )

## **SCHEDULE 3**

### **The Administration Services**

The Signatories acknowledge that the Administrator will provide certain services including, without limitation, services in connection with the following:

#### **SIGNATURE OF THE DEED**

- (a) Phase 1 – Certain persons will execute the Deed on or before the Effective Date. This will be known as Phase 1 of the implementation of the Deed. Following the date of execution, certain provisions of the Deed will come into force for those persons which have signed the Deed before the Effective Date.
- (b) Signatories may join by Deed of Adherence prior to the Effective Date, but after the date of execution, and such Deeds of Adherence will become effective on the Effective Date.
- (c) The Deed will come fully into force on the Effective Date for those persons which have signed the Deed, or a Deed of Adherence on or before the Effective Date.
- (d) Phase 2 – Thereafter, and for the duration of the Deed, new persons performing Services will be requested to execute a Deed of Adherence and each person signing a Deed of Adherence will become bound when the Deed of Adherence, which it has executed, is signed and dated by the Administrator.

#### **RECORDS AND WEB SITE**

- (e) As soon as reasonably practicable after the Effective Date, the Administrator will establish a “Web Site”, which will list those persons which have signed the Deed during Phase 1.
- (f) The Administrator will add to the “Web Site” list the names of persons which have executed a Deed of Adherence under Phase 2 as soon as reasonably practicable after such persons have so executed.
- (g) The Administrator will, without charge, update the “Web Site” from time to time and, in any event, as soon as reasonably practicable after any changes to the identity of the Signatories and will make the Web Site accessible to each Signatory and New Party.
- (h) The Administrator cannot guarantee that all persons which have executed this Deed or the Deed of Adherence are listed on the “Web Site” at any given time, or that any list published by the Administrator, whether on the “Web Site” or elsewhere, is complete or accurate.

## **7 NOTICE**

Any correspondence for the Administrator should be sent to:

Woodside Energy Ltd  
240 St Georges Terrace  
PERTH WA 6000