

1 General

1.1 Structure

- (a) By accepting a Purchase Order and/or supplying Goods and/or Services to IAL, Supplier agrees that these terms and conditions ("PO Terms"): (i) subject to clause 1.1(b), will prevail over and apply to the exclusion of any other terms and conditions, whether or not notified to IAL (including any terms on any invoice or other document issued by Supplier); and (ii) together with any accompanying Purchase Order form a binding agreement between the parties ("Agreement").
- (b) Notwithstanding the above, if Supplier has a signed written agreement with IAL for the supply of Goods and/or Services, these PO Terms will apply in conjunction with that agreement. To the extent that any terms of that agreement conflict with these PO Terms, the terms of that agreement will prevail.

1.2 IAL Group

IAL enters into the Agreement on its own behalf and as agent for each member of the IAL Group so that each member of the IAL Group may: (a) make use of or acquire the Goods or Services; and (b) exercise, enforce and claim the benefit of all rights granted in the Agreement on its own behalf.

2 Supply of Goods and Services

2.1 Scope

Supplier must supply the Goods and/or Services in accordance with the Agreement, all applicable laws and all of IAL's policies (including the Supplier Code of Conduct as amended from time to time, a current version of which can be found at <https://www.iag.com.au/supplier-portal>).

2.2 VMS

If IAL makes a VMS available to Supplier, Supplier agrees to use the VMS in connection with ordering and invoicing under the Agreement.

2.3 Delivery and installation of Goods

Where Supplier delivers Goods to IAL, Supplier must:

- (a) deliver and (if required) install the Goods by the date and at the address specified in the Purchase Order, unless otherwise notified by IAL;
- (b) ensure the Goods are adequately protected against damage or theft during transit, storage, delivery, loading, unloading and (if required) installation; and
- (c) ensure the Goods are labelled with the Purchase Order number.

2.4 Acceptance of Goods and Services

- (a) Where, on inspection by IAL, Goods are not of an acceptable quality (including damaged) to IAL, IAL may return the Goods to Supplier and require:
- (i) the Goods to be replaced;
 - (ii) the Goods to be immediately repaired; or
 - (iii) Supplier to refund IAL the relevant Fees, at no additional cost to IAL.
- (b) Where Services are provided and are not of an acceptable quality to IAL, IAL may require Supplier to re-perform the Services or refund IAL the relevant Fees, at no additional cost to IAL.
- (c) Payment of any Fees by IAL to Supplier will not be deemed as acceptance of any Goods and/or Services.

2.5 Defects

Supplier must rectify any defect in any Goods that becomes known during the Warranty Period as soon as practicable (at no cost to IAL).

2.6 Title and Risk in the Goods

Subject to clause 2.4(a), full unencumbered title and risk of loss or damage to Goods passes to IAL on delivery to IAL in accordance with clause 2.3.

2.7 Changes to, or cancellation of, the Purchase Order

- (a) Subject to clause 2.7(b), IAL may, at any time before delivery of any Goods and/or Services, change or cancel the Purchase Order.
- (b) If Supplier has incurred expenses in arranging the order or delivery of any Goods and/or Services specified in the Purchase Order changed or cancelled by IAL under clause 2.7(a), IAL agrees to pay Supplier its reasonable and demonstrable costs incurred.

2.8 Offshoring

Supplier must not provide the Services (or any part thereof) from a location outside of Australia without the prior written consent of IAL.

2.9 Access

IAL will provide Supplier and its Personnel with reasonable access to such of IAL's premises as are required for the purpose of allowing Supplier to perform its obligations under the Agreement, provided that the Supplier must (and must procure that its Personnel) abide by the security and access procedures advised by IAL from time to time. IAL may revoke any Personnel's access at any time.

2.10 Work health and safety

Supplier:

- (a) must comply with all relevant obligations under applicable health and safety legislation;
- (b) agrees to comply with any relevant IAL policies and procedures, as well as lawful and reasonable directions of IAL, regarding health and safety matters; and
- (c) agrees to supply the Goods and/or Services in a manner that does not, and is not likely to, give rise to any risks to the health and safety of themselves or any other person.

3 Term

The Agreement commences on the Commencement Date and continues until the Termination Date, unless terminated earlier in accordance with these PO Terms ("Term").

4 Timing

Time will be of the essence in respect of Supplier's delivery obligations. Supplier must provide the Goods and/or Services in accordance with any timeframes specified in the Purchase Order.

5 Fees and payment

5.1 Fees

- (a) IAL will pay the Fees to Supplier in accordance with the Purchase Order and this clause 5.
- (b) The Fees set out in the Purchase Order are in Australian dollars ("AUD") and are inclusive of freight, packing, insurance and delivery charges, taxes, stamp duty and other duties, levies and charges (excluding GST).
- (c) Other than the Fees, there are no other amounts payable by IAL under the Agreement.

5.2 Invoices and payment

- (a) Supplier may invoice IAL for the Goods and/or Services once the Goods and/or Services have been supplied in accordance with the Agreement, unless the Purchase Order includes an invoicing schedule in which case the Purchase Order invoicing schedule will apply. Each invoice must:
- (i) be a valid tax invoice;
 - (ii) correctly calculate the amount payable in accordance with the Agreement;
 - (iii) identify the correct Purchase Order number;
 - (iv) relate to the Goods and/or Services which have been supplied in accordance with the Agreement; and
 - (v) be accompanied by documents that adequately demonstrate the basis on which the amounts payable are claimed.
- (b) Subject to clause 5.3, IAL must pay each valid tax invoice within 30 days of receiving the valid tax invoice.
- (c) Supplier must pay each valid tax invoice issued by a subcontractor within 30 days of receiving the valid tax invoice.

5.3 Disputes and Late Claims

IAL may dispute the amount of a tax invoice by notifying Supplier of the amount in dispute and the reasons for the dispute within 30 days of receipt. The parties must use all reasonable endeavours to resolve the dispute as soon as practicable. The Supplier may not:

- (a) issue an invoice to IAL more than one hundred twenty (120) days after the end of the month in which the Services to which the invoice relates were provided; or
- (b) raise a claim for payment of a previously issued invoice more than six (6) months after the invoice date
- (each, a **Late Claim**), and, for clarification:
- (c) IAL is not obliged to pay Late Claims; and

- (d) the Supplier waives all rights and remedies relating to any Late Claims, but excluding any tax obligations for Services provided.

6 Goods and services tax (GST) and withholding tax

6.1 Consideration GST exclusive

Unless expressly stated otherwise in the Agreement, all amounts payable or consideration to be provided under the Agreement are exclusive of GST.

6.2 Payment of GST

If GST is payable on any supply made under the Agreement, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
- (b) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
- (c) this clause 6.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

6.3 Reimbursements

If a party is required under the Agreement to indemnify another party, or pay or reimburse the costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

6.4 Calculation of payments

If an amount payable under the Agreement is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

6.5 Withholding tax

If a law requires IAL to deduct an amount in respect of taxes from a payment under the Agreement, then:

- (a) IAL agrees to deduct the amount for the taxes; and
- (b) IAL agrees to pay an amount equal to the amount deducted to the relevant Government Agency in accordance with the applicable law and give the original receipts to Supplier.

Supplier acknowledges that IAL is not required to pay an additional amount to Supplier so that, after the deduction is made, Supplier would receive a net sum equal to the sum that it would have received if the deduction had not been made.

6.6 Interpretation

For the purposes of this clause 6:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause;
- (b) “**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

7 Personnel

7.1 Personnel

- (a) Supplier must ensure that it has sufficient qualified, competent and experienced Personnel as required for the proper and efficient supply of the Goods or Services in accordance with the Agreement.
- (b) Supplier shall be solely responsible for its Personnel (including the payment of all remuneration and other payments) and acknowledges that its Personnel are not and will not become employees, representatives or agents of any member of the IAL Group.
- (c) Supplier must ensure that its Personnel are adequately supervised and managed during the supply of the Goods and/or Services.

8 Subcontracting

Supplier may not subcontract any part of its obligations under the Agreement without the prior written consent of IAL. Supplier must ensure that each subcontractor complies with all relevant terms of the Agreement, and is solely liable for all acts and omissions of its

subcontractors as if they were those of Supplier. IAL may revoke its approval of a subcontractor, acting reasonably, by notice to Supplier.

9 Intellectual Property Rights

9.1 Ownership and use of Intellectual Property Rights

Other than as provided in this clause 9, nothing in the Agreement transfers ownership, or otherwise grants any rights, in any Intellectual Property Rights of a party.

9.2 New Material

- (a) All Intellectual Property Rights in any New Material vests in IAL and Supplier assigns to IAL all of the Intellectual Property Rights in the New Material (including as a present assignment of future copyright);
- (b) Supplier grants to IAL a perpetual, irrevocable, transferable, non-exclusive, royalty-free licence to use, reproduce, copy, modify and sub-license such Intellectual Property Rights of Supplier which are required or necessary to allow the IAL Group to receive the benefit of, and to use and exploit, any Goods, Services and New Material.

9.3 Licence to use New Material

IAL grants to Supplier a non-transferrable, non-exclusive, royalty-free licence during the Term to use the New Material for the sole purpose of performing its obligations under the Agreement.

9.4 Marketing and promotion

Supplier is granted no right to use, and must not use, the names, logos, trademarks or other Intellectual Property Rights of the IAL Group without the prior written consent of IAL.

10 Warranties and Representations

10.1 Suppliers' warranties

Supplier warrants and represents to IAL that:

- (a) it will provide the Goods or Services in accordance with the Agreement in a diligent and competent manner and with the requisite level of skill, expertise, care and quality as could reasonably be expected from a skilled, experienced and proficient supplier engaged in providing goods or services of the same or a similar nature as the Goods or Services;
- (b) it will comply with all applicable laws, industry standards and codes of practice (including, without limitation, GICOP, to the extent applicable to the Services) and otherwise in accordance with all reasonable directions of IAL;
- (c) all Personnel are duly qualified and experienced to provide the Services;
- (d) it will comply with all of IAL's policies, security arrangements, requirements and restrictions as notified to Supplier from time to time.
- (e) all representations, materials and information given to the IAL Group in connection with the Agreement are true and correct and not misleading or deceptive;
- (f) there is no conflict of interest that may affect the Agreement and it will immediately disclose to IAL and provide particulars of any actual, potential or possible conflict of interest that arises in relation to the Agreement;
- (g) there are no matters that may materially affect its ability to provide the Goods and/or Services;
- (h) it has good title in the Goods and is authorised to sell the Goods to IAL;
- (i) the Goods and/or Services will meet the design and performance criteria agreed to by, and samples provided to, IAL;
- (j) it is able to lawfully provide the Goods and/or Services and has all necessary permits, licences, approvals and consents to enter into and perform its obligations under the Agreement;
- (k) in entering into and performing its obligations under the Agreement, it:
 - (i) has not breached and will not be in breach of, any applicable law;
 - (ii) has not infringed and will not infringe any person's rights (including Intellectual Property Rights and Moral Rights);
 - (iii) has not misused and will not misuse any person's confidential information; and
 - (iv) will not, and its Related Bodies Corporate will not, be in breach of any obligation that it or they owe to any person;
- (l) it is able to grant all the licences and assignments in these PO Terms; and
- (m) all Goods will be of acceptable and merchantable quality and free from defects and omissions in material design or workmanship, will perform in accordance with the Agreement and any other specifications notified by IAL and will comply

with all applicable laws, regulations and mandatory safety standards.

The representations and warranties given in this clause 10.1 are taken to be repeated on each day of the Term with respect to the facts and circumstances then subsisting.

10.2 Consequences of breach

If any of the representations and warranties given in clause 10.1 is not true and correct or is (or becomes) misleading or deceptive, Supplier must immediately notify IAL and must, if requested to do so by IAL and in addition to any other rights or remedies IAL may have, re-supply the affected Goods or re-perform the affected Services at no additional cost to IAL.

11 Indemnity

Supplier indemnifies the IAL Group and its Representatives against all losses, damages, liabilities, claims and expenses (including legal costs) ("Loss") incurred by the IAL Group and its Representatives, arising out of or in connection with:

- (a) any death or injury to persons, and any loss or damage to the real or personal property of the IAL Group or a third party, caused by any act or omission of Supplier or its Representatives;
- (b) any breach of the Agreement by Supplier or its Representatives;
- (c) infringement of the Intellectual Property Rights of any person by Supplier or its Representatives;
- (d) any breach of privacy or confidentiality obligations, whether arising under the Agreement or otherwise, by Supplier or its Representatives;
- (e) any negligence, fraud, misconduct or breach of law by Supplier or its Representatives; and
- (f) defending or settling any claim against the IAL Group or its Representatives in connection with any injury or disability suffered by any Representatives of the Supplier in the supply of Goods and/or Services under the Agreement.

12 Insurance

12.1 Policies

Supplier must maintain at Supplier's own cost sufficient insurance policies in relation to any liability arising out of the Agreement, including: (a) workers compensation insurance (as required by law); and (b) professional indemnity, product liability and public liability insurance (each for no less than \$10 million per claim).

12.2 Certificates

Supplier must provide to IAL certificates of currency for each of the above insurance policies on request.

13 Termination

13.1 Termination by IAL

IAL may terminate the Agreement (in whole or in part):

- (a) at any time for convenience, by giving 10 Business Days' notice to Supplier;
- (b) immediately if there is a Change of Control of Supplier without the prior written consent of IAL; or
- (c) immediately, if required to do so by a Regulatory Authority.

13.2 Termination by either party

Either party may terminate the Agreement (in whole or in part) immediately if:

- (a) the other party is in breach of the Agreement and either fails to remedy that breach within 10 Business Days of receiving notice of the breach or the breach is incapable of being remedied;
- (b) the other party is or becomes Insolvent (provided that the parties acknowledge that the enforcement of a right arising in certain circumstances under this clause may be restricted by law (in which case clause 19.16 will apply)); or
- (c) the other party is incapable of performing its obligations under the Agreement for a period of at least 5 continuous Business Days due to a Force Majeure Event.

13.3 Consequences

Upon termination or expiry of the Agreement for any reason, Supplier must deliver to IAL (and not retain copies of) all Confidential Information of the IAL Group and any other property of the IAL Group (including documents, data, records and files) which are in the possession or control of Supplier.

13.4 Preservation of rights and survival

Termination of the Agreement for any reason does not extinguish or otherwise affect any rights or remedies of either party which arose prior to the termination, or the provisions of the Agreement which by their nature are intended to survive termination (including clauses 9, 10, 11, 12, 13.3, 14 and 19).

14 Confidentiality, privacy and security

14.1 Treatment of Confidential Information

Each party undertakes to keep the Confidential Information of the other party strictly confidential and to not use or disclose that Confidential Information except as permitted by the Agreement.

14.2 Use and disclosure of Confidential Information

A party ("Recipient") may only use the Confidential Information of the other party ("Discloser") for the purposes of performing its obligations or exercising its rights under the Agreement and must not disclose the Confidential Information of the Discloser to any person, except:

- (a) to its Representatives on a need to know and confidential basis, provided that such Representatives are made aware of the confidential nature of such Confidential Information and are bound by confidentiality obligations no less onerous than this clause 15;
- (b) with the prior written consent of the Discloser; and
- (c) subject to clause 14.7, where the disclosure is required by law, order of any court or tribunal of competent jurisdiction, or any Government Agency, securities exchange or other Regulatory Authority or administrative body that has the legal right to require disclosure, provided that to the extent reasonably practicable and permitted by law, prior to (or, where immediate disclosure is required, as soon as practicable after) such disclosure the Recipient:
 - (i) notifies the Discloser of any actual or anticipated disclosure requirement;
 - (ii) consults with the Discloser in relation to the disclosure; and
 - (iii) takes such steps as the Discloser may reasonably request to permit the Discloser to have a reasonable opportunity to restrict the disclosure by lawful means.

14.3 Public announcements

Supplier must not make any public announcements relating to the Agreement without the prior written consent of IAL, unless required by law or any securities exchange.

14.4 Return of Confidential Information

On request by IAL and immediately following expiry or termination of the Agreement, Supplier must deliver to IAL all documents or other materials containing or referring to the Confidential Information of the IAL Group which is in the possession or under the control of Supplier.

14.5 Privacy

Without limiting any other obligation under this clause 14, Supplier must:

- (a) comply, and assist IAL to comply, with the Privacy Act (including the Australian Privacy Principles) and all other applicable privacy and data protection laws as if it were a person subject to and regulated by these laws;
- (b) comply with any privacy code, policy or terms which have been adopted by or are binding on the IAL Group as if it were directly bound by them;
- (c) comply with any reasonable directions of IAL which are consistent with the laws, codes and policies referred to in paragraphs (a) and (b) above;
- (d) not collect or use any Personal Information other than for the purpose of performing its obligations under the Agreement;
- (e) not disclose any Personal Information to any other person, or disclose, transfer or store any Personal Information obtained in connection with the Agreement outside Australia, or allow anyone outside Australia to have access to such information, without the prior written consent of IAL;
- (f) return all Personal Information to IAL (or destroy or de-identify all Personal Information, as directed by IAL) upon termination or expiry of the Agreement or when requested by IAL;
- (g) collect, use and disclose Personal Information only in ways which ensure it remains under IAL's effective control;
- (h) not match or otherwise combine any Personal Information Supplier is provided with or accesses in connection with the Agreement with any other information from any source other than the IAL Group without IAL's prior written consent;
- (i) promptly notify IAL of any request made by an individual for access to or correction of any Personal Information and respond to such requests only in accordance with IAL's reasonable directions;
- (j) take all reasonable steps to protect against unauthorised access to, or loss or alteration of, any Personal Information in Supplier's possession or control, including complying with its other obligations under this clause 14;
- (k) take all reasonable steps to ensure that it does not do or allow anything to be done which may identify or facilitate the identification of any individual whose identity has not been

directly disclosed by IAL as part of any Personal Information Supplier is provided with or accesses in connection with the Agreement; and

- (l) co-operate with IAL and comply with IAL's reasonable directions in the resolution of any complaint under, or relating to, any of the laws, codes and policies referred to in paragraphs (a) and (b) above.

14.6 Data Security

Supplier must:

- (a) have appropriate data security policies, procedures and standards, access controls, technical and organisational measures and safeguards in place to protect IAL Data in its possession and under its control from unauthorised access, loss or alteration;
- (b) comply with IAL's reasonable requirements from time to time in relation to:
 - (i) appropriate Information Security Controls to protect IAL Data;
 - (ii) mechanisms for detecting, responding to, remediating, and the notification of, Data Security Incidents; and
 - (iii) assurance, testing, evaluations, reviews and audits of the Information Security Controls and mechanisms referred to in paragraphs (i) and (ii),
- (c) including as required under CPS 234; and ensure that it and its Personnel comply with those policies, procedures and standards, controls, measures, safeguards and requirements at all times.

14.7 Data Security Incidents

- (a) Without limiting clause 14.5, Supplier must immediately (and in any event within 24 hours) notify IAL in writing (including by email to cybersecurity@iag.com.au in the case of paragraphs (i) and (iii), and to csgstrategyandgovernance@iag.com.au in the case of paragraph (ii)), and give IAL full details, about any actual or suspected:
 - (i) misuse, interference or loss, or accidental or unauthorised access, use, modification or disclosure;
 - (ii) weakness in any Information Security Control; or
 - (iii) data or system breach (including breach of this clause 14) or other technology or information security incident,involving any IAL Data (a "Data Security Incident"), and must:
 - (iv) take immediate preventative action to stop the Data Security Incident (including where relevant by preventing access) and mitigate the effect of the Data Security Incident;
 - (v) follow all directions from IAL regarding the Data Security Incident; and
 - (vi) co-operate with IAL in any investigation or audit in respect of the Data Security Incident.
- (b) Supplier:
 - (i) agrees that IAL will be solely responsible for determining whether a Data Security Incident would be likely to result in serious harm to any of the individuals to whom any Personal Information the subject of the actual or suspected Data Security Incident relates;
 - (ii) must comply with IAL to assist IAL in making the determination referred to in paragraph (i) above; and
 - (iii) must not disclose to any third party (including the Australian Information Commissioner) the existence or circumstances surrounding any Data Security Incident, without the prior written consent of IAL.

15 Force majeure

15.1 Force Majeure Event

A party does not breach the Agreement and is not liable to the other party for a delay or failure to perform an obligation to the extent it results from a Force Majeure Event, provided that the affected party must notify the other party of the Force Majeure Event as soon as reasonably practicable and must take all reasonable steps to limit the effects of the Force Majeure Event.

16 Notices

Notices in connection with the Agreement must be in writing. They must be delivered by hand or sent to the address specified in the Purchase Order and marked for the attention of the person referred to in the Purchase Order. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

All notices delivered or sent under the Agreement are deemed received: (a) at the time of delivery if delivered by hand; (b) 3 days after posting if sent by post (or 7 days after posting if sent from one country to another); or (c) if sent by email, the earlier of: (i) when the sender receives an automated message confirming delivery; and (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed.

17 Regulatory Authorities

- (a) Supplier must permit any Regulatory Authority access to its premises and all documents, records, reports and other information relating to the Agreement and the Goods and /or Services.
- (b) If requested by a Regulatory Authority or IAL, Supplier must permit the Regulatory Authority to conduct an audit of Supplier, and must provide all reasonable assistance to the Regulatory Authority in connection with the audit.

18 Anti-Bribery, Anti-Corruption and Anti-Slavery

18.1 Supplier's warranties and representations

Supplier warrants and represents to IAL that:

- (a) the conduct of Supplier and its Representatives in connection with the negotiation of and entry into this Agreement does not infringe any applicable laws and regulations relating to bribery, corruption or prohibited business practices;
- (b) in performing its obligations under this Agreement, Supplier and its Representatives will comply with all applicable laws, statutes and regulations in force from time to time in the countries in which it operates relating to:
 - (i) bribery, corruption and prohibited business practices (including the *Criminal Code Act 1995* (Cth) and the *Crimes Act 1900* (NSW)); and
 - (ii) slavery and human trafficking (including the *Modern Slavery Act 2018* (Cth)); and
- (c) neither Supplier nor any of its Representatives or other persons associated with it:
 - (i) has been convicted of any offence involving bribery, corruption, prohibited business practices, slavery or human trafficking;
 - (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any Regulatory Authority or Government Agency regarding any offence or alleged offence of or in connection with bribery, corruption, prohibited business practices, slavery or human trafficking; and
 - (iii) has, in the period of 5 years prior to the Commencement Date, received a notice to terminate any contract to which it is party due to the misconduct of the Supplier or any of its Representatives.

18.2 Supplier's obligations

Supplier must:

- (a) take reasonable steps to ensure that there is no bribery, corruption, prohibited business practices, slavery or human trafficking in Supplier's or its subcontractors' supply chains or in any part of their business, including by implementing appropriate due diligence procedures for its suppliers, subcontractors and other participants; and
- (b) respond promptly to all due diligence questions and requests for information issued to it by IAL from time to time and ensure that its responses to all such questions and requests are complete and accurate.

18.3 Consequences of breach

Without limiting any other rights or remedies of IAL, if Supplier breaches any of the warranties in clause 18.1 or fails to comply with any of its obligations under clause 18.2:

- (a) Supplier must comply with any reasonable directions or instructions from IAL regarding the remediation of the breach (including directions or instructions with respect to the timing of any remedial actions);
- (b) Supplier must submit to IAL a plan detailing how Supplier will comply with such provisions and all applicable laws and regulations (including through education of Supplier Representatives and changes to business processes) and comply with that plan; and
- (c) IAL may immediately terminate this Agreement with immediate effect by notice to Supplier.

19 General

19.1 No relationship between the parties

Nothing in the Agreement constitutes a party the partner, agent, employee or legal representative of another party or its Related Bodies

Corporate for any purpose or creates any partnership, joint venture, agency or trust. No party has any authority to bind, or pledge the credit of, another party or its Related Bodies Corporate in any way.

19.2 Assignment

- (a) Subject to clause 19.2(b), a party will not assign, transfer, novate, encumber or otherwise deal with any of its rights or obligations under the Agreement without the other party's prior written consent.
- (b) Supplier consents to IAL assigning, transferring or novating its rights and obligations under the Agreement to a member of the IAL Group on notice to Supplier without any further consent being required from Supplier and Supplier must sign any documents and do all things as may be necessary to give effect to the assignment, transfer or novation.
- (c) Any purported assignment, transfer, novation or other dealing with the rights under the Agreement that does not comply with this clause 19.2 is void and has no effect and is a material breach of the Agreement.

19.3 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless the Agreement expressly states otherwise.

19.4 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, then the party may still exercise it later.

19.5 Set off

IAL may set off against any amount due for payment by IAL to Supplier any amount owed by Supplier to IAL under any agreement.

19.6 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under the Agreement.

19.7 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

19.8 Remedies cumulative

The rights and remedies provided in the Agreement are in addition to other rights and remedies given by law independently of the Agreement.

19.9 Variation and waiver

A provision of the Agreement or a right created under it, may not be varied or waived except in writing, signed by the party or parties to be bound.

19.10 Indemnities

The indemnities in the Agreement are continuing obligations, independent from the other obligations of Supplier under the Agreement and continue after the Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under the Agreement.

19.11 Further Steps

Supplier agrees, at its own expense, to do anything IAL reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind Supplier and any other person intended to be bound under the Agreement;
- (b) to enable IAL to exercise its rights; and
- (c) to show whether Supplier is complying with the Agreement.

19.12 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of the Agreement and other related documentation, except for stamp duty (if applicable) which will be paid by Supplier.

19.13 Entire agreement

The Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

19.14 Severability

If the whole or any part of a provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable in a jurisdiction, it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable for that jurisdiction and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect. This clause has no effect if the severance alters the basic nature of the Agreement or is contrary to public policy.

19.15 Governing law and jurisdiction

The laws applicable in New South Wales govern the Agreement. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that state.

19.16 Provisions prohibited by law

If any provision of these PO Terms, or any obligation, right, power or remedy created by a provision:

- (a) is prohibited by a law;
- (b) does not comply with a law; or
- (c) is made unenforceable by a law,

the provision is to be interpreted so that the provision, and any obligation, right power or remedy created by it, are not prohibited, comply with the law and are enforceable.

20 Definitions and interpretation

20.1 Definitions

Agreement has the meaning given in clause 1.1(a).

Business Day means a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

Change of Control of Supplier means: (a) the person(s) who previously had Control of Supplier cease to have Control of Supplier; or (b) one or more persons acquire Control of Supplier.

Commencement Date means the earlier of: (a) the date Supplier confirms its acceptance of the Purchase Order electronically or in writing; or (b) the date Supplier commences supplying Goods and/or Services.

Confidential Information means:

- (a) all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties (or provided by a Related Body Corporate) at any time relating to the business, technology or other affairs of the Discloser of the information; and
- (b) in the case of IAL, all Personal Information, all information disclosed by a third party which IAL is required to keep confidential, and all information created by Supplier or its Representatives in the course of providing the Services or in respect of Intellectual Property Rights owned by IAL,

regardless of the form or source, but does not include information which: (c) is in or becomes part of the public domain other than through breach of the Agreement or an obligation of confidence owed to the Discloser; (d) the Recipient can prove by contemporaneous written documentation was:

- (i) already known to it at the time of disclosure by the Discloser (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (ii) independently developed by the Recipient without reference to the Confidential Information of the Discloser; or
- (e) the Recipient acquires from a source other than the Discloser or any of its Representatives where such source is entitled to disclose it on a non-confidential basis.

Control has the meaning given to it in the Corporations Act and in addition, a person will also be taken to Control a trust if: (a) the composition of the board of directors of any corporate trustee of the trust is or can be determined by the person (either alone or with its affiliates); (b) the board of directors of any corporate trustee is accustomed to act in accordance with the instructions, directions or wishes of the person (either alone or with its affiliates); or (c) the person holds (either alone or with its affiliates, and whether directly or indirectly):

- (i) the majority of the issued voting shares of any corporate trustee of the trust;
- (ii) the majority of the issued voting shares of the ultimate holding company of any corporate trustee of the trust; or
- (iii) the majority of the units, securities or other rights granted by the trust entitling holders to distributions from the trust.

Corporations Act means the *Corporations Act 2001* (Cth).

CPS 234 means APRA's Prudential Standard CPS 234.

Data Security Incident has the meaning given in clause 14.7.

Discloser has the meaning given in clause 14.2.

Fees means the fees payable by IAL to Supplier as set out in the Purchase Order.

Force Majeure Event means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps:

- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;
- (b) war (declared or undeclared), invasion, act of a foreign enemy, act of terrorism, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or

(e) industrial action not specific to Supplier.

GICOP means the General Insurance Code of Practice 2020, as amended and replaced from time to time.

Goods means the goods specified in the Purchase Order.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

IAL means Insurance Australia Limited ABN 11 000 016 722.

IAL Data means all data and information relating to any member of the IAL Group or the IAL Group as a whole and its operations, facilities, customers, clients, personnel, assets and programs in whatever form that information may exist and whether entered into, stored in, generated by or processed as part of the provision of the Goods and/or Services and any other data and Information Assets relating to the Goods and/or Services, including Confidential Information of the IAL Group and (for clarification) Personal Information.

IAL Group means IAL and its Related Bodies Corporate.

Insolvent means having an administrator appointed, being in receivership, in liquidation, in provisional liquidation, wound up, subject to any arrangement, assignment or composition, protected from creditors under any law, dissolved (other than to carry out a restructure while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any relevant jurisdiction.

Information Asset means information and information technology, including software, hardware and data (both soft and hard copy) (or as otherwise defined in CPS 234).

Information Security Control means a prevention, detection or response measure to reduce the likelihood or impact of a Data Security Incident (or as otherwise defined in CPS 234).

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Loss has the meaning given in clause 11.

Moral Rights means any moral rights or analogous rights arising under any statute (including the *Copyright Act 1968* (Cth)) that exist or that may come to exist, anywhere in the world.

New Material means all material created by Supplier or its subcontractors in the performance of the Agreement.

Personal Information has the meaning given in the Privacy Act.

Personnel means employees, representatives, officers, directors, partners, agents, consultants, contractors and subcontractors (including employees, representatives, officers, directors, partners, agents, consultants and contractors of any subcontractors) of Supplier.

Privacy Act means the *Privacy Act 1988* (Cth).

Purchase Order means the purchase order issued by IAL to Supplier for the Goods and/or Services.

Recipient has the meaning given in clause 14.2.

Regulatory Authority means any body, entity or public or regulatory authority with responsibility for the supervision or regulation of activities of an entity or industry, and includes the Australian Prudential Regulation Authority.

Related Body Corporate has the meaning given to it in the Corporations Act.

Representative of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, contractor or subcontractor of that party or any of its Related Bodies Corporate.

PO Terms has the meaning given in clause 1.1(a).

Services means the services specified in the Purchase Order.

Supplier means the person, firm or company set out in the Purchase Order from whom the Goods and/or Services have been ordered.

Term has the meaning given in clause 3.

Termination Date means the later of: (a) the date specified in the Purchase Order as the termination date; or (b) the date when all Goods and/or Services specified in the Purchase Order have been supplied in accordance with the Agreement.

VMS means any IAL vendor management system, as updated or changed from time to time.

Warranty Period means the greater of: (a) 12 months; and (b) for Goods that are repaired or replaced during such 12 month period, 6 months from the date on which those Goods were last repaired or replaced.

20.2 General interpretation

Unless the contrary intention appears, a reference in the Agreement to:

- (a) a document includes any variation or replacement of it;
- (b) a clause, is a reference to a clause in the Agreement;

- (c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) law includes common law, principles of equity, and laws made by parliament (including State, Territory and Commonwealth laws);
- (e) the singular includes the plural and vice versa;
- (f) the word "person" includes an individual, firm, body corporate, partnership, joint venture, unincorporated body or association, or Government Agency;
- (g) a person includes a reference to the person's executors, administrators, successors and substitutes and assigns;
- (h) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (i) an amount of money is a reference to the lawful currency of Australia; and
- (j) the words "include", "including" or "such as" are not to be interpreted as words of limitation.

20.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of the Agreement.

20.4 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Agreement or any part of it.