



營望聖蔡

1. 牛麒 摠トリキ34 □靴俥 2 諸工 〇セ粘 訓〇騙負一(km藿"負一") セ粘 訓蓮 E」
=は望ヤ 電工陸姉靴濯 院椰S「喉 化孖靄靴囊ッ電27△逃へ 化操濯挽靴債 ヤキ=
2. 負一砲 負一泰 □靴俥 1 諸工靄靴逆砲 〇條142 □俥 1 諸工 靴13へ逆ネ 34 | 望ヤ寇
聖蔡〇靄 翹ネま 化伴 リキ41 負一砲 L kg63祛 =
3. 負一 摠トJ嘲ヤ勅微⊕bS貨 □俥 2 諸淫工 靴71 〇騙セ粘 訓 □俥 2 諸工靴靴
負一 一 / ま〇騙サ賭透楨 =
4. 恸 | □俥 2 諸工靄 恸 一 透蔡化矜囑透 =
5. 8.71 一 (d)挽 鯨8.

5.1 摠ト(P 摠トま 摠ト挽▲(°ε茎ユ°*)〇〇望ヤ寇工簾ぼ↓「ςま「竹靴工病セ粘 訓↓院
35ゆ↓ 一 院鈺摠トま 一 粉場去院〇掲濯 猿 靴痕71 鯨(km藿"痕71 鯨")8.71 n34 鯨一嘲
ユ忙 〇望ヤ寇ま囊ッ8.71朗一靴化ヨ133摠所 レ淫「L kg63祛 = 摠ト(8. 祛創痕71 鯨kg揸院
」忙 〇望ヤ寇ま囊ッ8.71朗一靴化ヨ133摠所 レ淫「L kg63祛 = 摠ト(8. 祛創痕71 鯨kg揸院
訓リキ 靴三矜哈8.71&27腿セ粘 訓靴靄 kgcP院E 痕71 鯨 = 09望聖陸27 一貨祛挽創嘲セ粘

5.2 摠ト(蓮 摠ト挽▲(°ε茎ユ°*) 34病恸 ↓鯨勅↓銑恸↓E ↓雙メ(d)挽 鯨聖 遜
院貨 望ヤ寇kmま | ヨ工 (09靴朗一=(Q) 摠ト簾ぼ囊ッ a朗一靴ソ濯 (鯨E 鯨セ粘 訓三
摠ト a望ヤ寇km, 2恸 ↓鯨勅↓銑恸↓E ↓雙メ(d)挽 鯨猿 朗一聖 摠ト(個セ粘 訓
一 院 47猿 へ▲〇〇祛工奕靴〇52 =

6. 8.情 貨セ粘 訓八工 一 /ま 恸セ粘 訓靴裸笨聖 摠ト(09↓△(蓮8. 摠ト挽▲(°ε茎ユ°*)
°*)

09工病セ粘 訓kg聖 eTel 簾 摠ト靴10情拏勅 一 /靄 =

7. 鄺 摠ト貨靄勅囊ッ〇〇望ヤ寇工「ς↓彌奔まE 靴(d)挽 鯨聖 (09 訓ヨ↓(d)挽 鯨8.
ヨ 一 院 耀工病 恸靴 鄺8. ヨ = ↓陸陽 一 七陽 =

8. 刃カ 彌膊 セ粘 訓a. 2 摠ト Kユ↓奈a腔 靴鵲サ 揸 摠ト嘲貨俥 2 聖陸27靴砲 愧 xiv〇
一 院 〇騙負一靴渣溢 揸恸△c 鄺セ粘 訓靴刃カ 彌膊 = 摠ト(蓮8.貨鈹茎榭恸ま 鄺セ粘
訓靴 刃カ 彌膊靄 「セ粘 訓濯靄伴 リキニ工病揸恸 一 鄺(レセ粘 訓 鯨 摠ト靴七陽(〇〇
kg聖筆〇) °εセ粘 訓喝一恸七陽セ粘 訓〇す七陽 一 一セ粘 訓 聖 鯨靴院耀七陽↓/Q↓閩
鯨↓/靄ま陸三 =

34セ粘 訓貨望ヤ寇爛鯨 “ 鯨 摠ト〇七陽↓/Q↓閩鯨↓/靄ま陸三聖 操濯挽 化 (ヤ勅リキ〇〇祛創
〇七陽↓/Q↓閩鯨↓/靄ま陸三消e “工 靴囊ッ 肇〇 裴負一(°ε 恸)=望聖忙はセ粘 訓
靴囊ッ 刃カ 彌膊P 摠トa. 2工病膊 靴膊鈹ま工病膊 =

9. 訓レル藿 〇セ粘 訓〇騙負一聖 摠トkgc〇セ粘 訓ま喉セ粘 訓鸚楨訓レル藿 = 34〇セ粘 訓
鸚楨 訓レル藿〇〇騙負一靴(一) 諸L 摠ト(J 榭 嘲伴 鯨セ粘 訓ニセ粘 訓P彩ッ |
摠ト | 望聖
鯨鸚楨訓レル藿, 2ヅ 病脣P欵27膊 =

10. 〇〇 貨〇騙 負一聖工彌奔ま一 靴サ賭透楨(°εあkg 貨囊ッ愧58↓排鷄↓排 ↓45球 一 鷄舩↓五
す↓醜〇↓(恸↓
↓れ瞪↓75°) 一 化ヨ靴刃カ 彌膊) 一 P靴c遁病靴工病膊鯨↓工病膊 一 銑標(°ε刃カ 彌膊銑)腿セ
粘

訓 Tel情 (踏雲〇痕71 鯨 = 病祛 n34 銑標誚駢Telセ粘 訓88蔞哈濯靄伴 リキL
摠ト 揸恸靄 サ賭透楨 °)〇75°)セ霧珠望 = 摠ト(爛鯨工病セ粘 訓閩鯨靴醜〇 一 〇揸望聖弄
〇 〇〇工病訓〇まkg訓〇工(靴リキ 34 リキ忙「ςJns52望ヤ寇km彌奔ま〇騙靴75°)靴虔°)挽
三脣L = 摠ト(爛鯨(一 揸 摠ト靴▲75↓喉勅挽↓茎ユ°*爛鯨)工病〇 サ賭透楨靴工病醜〇 =



11. 吉メ刃カ 彌脰 倥 10 噩靴 kg 竹貨 摠トま倥mm挽工鉛病靴吉病刃カ 彌脰 Tel院88貨 □靴倥 2
諸淫蹂 □〃吉メ刃カ 彌脰"Ln 摠トリキa.2t粘 詞(ε院 兪粉揭)兪師卿↓ Kユ↓サ
↓ 情勃 ↓ 鑿 ↓ 奈a脰 靴鴿サ 嘲榭恂 ↓ 醯鄴 ↓ (16)引 ↓ 一 談弈慶 ヿ貨院cmま嘲院耀化兪甌勅工病
創
吉メ刃カ 彌脰(εあkg 貨糞ツqg蒞)=
12. 建8. 摠ト建8.負一J嘲 VSK掲↓Pヤ三病鬚 兪騙.2負一獮)負一靴ユ詰K揭挽▲エヤ勅砲
靴ユ詰↓Jき ↓ 十リ〇靴= 摠ト禱建8. 摠ト哈病爛鮫望ヤ窰 ↓ 兪騙望ヤ窰關脚靴負一(.2鴿サ
↑/ま サ 賭透摠cm靴刃カ 彌脰)靴工病脰銃 ↓ a脰=
13. 翹ネ セ粘 詞C 空嘲糞ツ勅泰 貨醯腿 摠ト 14 逆靴 簾 “ 翹ネ望ヤ窰= 摠トC 空嘲糞
ツ勅泰 貨醯腿セ粘 詞 30 逆靴 簾 翹ネ望ヤ窰 へ貨 簾靴 (望ヤ窰kmウ) 木詞靴
負一=セ粘 詞貨
摠ト消弈km靴ゾ濯筮 C嘲伴 簾 摠ト鬨E翹ネ望ヤ窰
- a. 摠ト挽▲ ⊕ a院貨望ヤ窰km 貨建8. ↓ 8.71 ↓ 8.情創獮 朗一
b. 摠ト ⊕ a望ヤ窰km靴朗一
c. 院ヤ勅 豎嘲靴濯口まkg詞〇 Q143 兪ま ヿ木詞院朗一(院透紫朗一) 30 逆L
= 望ヤ窰翹ネ 倥 5 噩 倥 7 噩 倥 11 142 15 噩 23 142 26 噩麵) 條病椰 =
14. 兪〇⊕ 貨ヨ 鴿サ靴微⊕袖36愧 セ粘 詞P 摠ト靴km軌濯 kg 糞ツ 糞 h銃〇⊕
ま糞ツ貨ヨ cm〇 靴熙一 ↓ 朗一 ↓ へ望 ↓ 恂 ↓ 〇⊕ ↓ 〇52 ↓ 個 ↓ 脚個ま 糞 ⊕ε
あkg 貨工⊕銃標 ↓ 砲嘔恂 ↓ 糞ま* ま糞ツ院耀藍 ↑ cm ⊕ =
15. 個 摠ト (個セ粘 詞
a. はセ粘 詞獮Eま 兪mm軌濯口工 』ま消弈靴〇⊕ ↓ 〇52 ↓ へ望 ↓ 恂ま 糞 兪騙 cm 靴
個 泰 摠トま 摠ト挽▲ へ靴
i. 恂きkgヨ詞〇ま 窰
ii. 訖堵ま ε托枒靴挽 ②52
iii. 病疔 彌靴>⊕ま 〇52
iv. 騰糞ま Q靴kgC
v. aヨ
vi. ns52刃カ 彌脰 ↑
vii. a8.71朗一 =
b. 獮Eま 兪mm 摠ト靴 ⊕ま ヿ木詞ヤ窰朗一エ 』ま消弈靴〇⊕ ↓ 〇52 ↓ へ望 ↓ 恂ま 糞
院
嘲kg セ粘 詞mm望ヤ窰88嘔遼ま (嘔遼靴情 靴 [2 (f)] ま □倥 1 諸工 靴[ロシ
ア
](「或L問⊕)L〇 =
貨cm 糞ツ疔 34望ヤ窰貨負一13へ靄翹ネL 個 (ε揄耀挽13へ負一靴へ望 =
16. 鮚靴 兪鬚セ粘 詞 空關脚 ま貨望ヤ窰翹ネま鈔砲筮(貨倥 10 噩靴濯霽伴 リき 豎km)
摠ト
(鬨E印ネ掬恂 ↓ 鄴まセ糞糞ツセ粘 詞靴刃カ 彌 〳セ粘 詞靴坎27 賭 ↓ 兪騙—Cあゆ腿
セ粘
詞まkgサ!!! 靴鉄 ↓ C ま嘲院耀化兪 醯!望ヤ窰蹂 摠トま 摠ト挽▲(ε茎ユ*)「Cま
豎
貨 八ま醯望三兪靴醯口cm靴工病痕71 鮚 ↑セ粘 詞靴刃カ 彌 = 撰セ粘 詞/糞 摠ト鉄
↓ C 姓U賭セ粘 醯糞ツ痕71 鮚まセ粘 詞靴刃カ 彌筮 摠ト (J88 09/糞詞<靴伴
詞 = 摠トC.メ88 °ビ貨 摠ト參濯 醯口淫ま!ヨ (8.メま〇 09ヤヨ糞メ拏勅工 8.拏靴痕71
鮚 =
17. 荖 ユ * 摠ト 鬚セ粘 詞濯霽伴 リき kgC醯p錫荖 ユ * 兪騙望負一 Tel 摠トP 創荖ユ
* 靴工病詞〇, 2kg詞〇 ↓ 蓮8.院 09望ヤ窰靴醯(情 糞 = 病セ粘 詞靴濯霽伴 リ
き) 摠トkg 塞a脰 ↓ 荖ユ ↓ ↓, 5熙口個 ↓ 甌諸ま嘲院耀化兪 摠ト貨望ヤ窰km靴糞ツ
脰銃 = 摠ト (蓮8.
2荖 ユ * 靴ヤ窰醯糞淫 °ビ, 2望ヤ窰km撰濯挽脰銃朗一陸27C 獮リ靴刃カ 彌脰 詞レル藿 慶 ヿ
挽三 脰 ↑ 痕71 鮚醯糞 =
18. 8. 摠ト (規), 2木詞望ヤ窰負一愧58工病 (關靴8. °εあkg 貨km軌8. 〳
貨セ粘 詞 關脚空 兪騙腿セ粘 詞88ヶ8.獮 8. 靴 □

鏢

1.1 27朗

貨惶 3 諸靴惶 1 噩

- (a) イ病口霸ま皖愧58イ病關脚L⊙ 望ヤ窰淫`27朗 n貨*_T, 2負一鏢ヨkm病27朗靴齧病, 2 ヨkm獮リ靴27朗
- (b) ベ 鏢_Tノ囊ツX 貨臈_oまU騙*_T↓負一ま皖耀濯口靴鏢 ³ε*_T, 2負一鏢 ↓X⊙鏢 ↓ _o鏢 ↓ベ 鏢ま皖耀)靴鏢x
- (c) *_T, 2負一鏢ヨ_Tノ隘妯ベ 鏢靴揀71鏢xヨ嗤
- (d) 師卿わエ病, 2 摠ト↓望ヤ窰(↓(忒靴 鏢噩窰工(16諷)U騙負一靴园 71鏢ヨ 獮リ 靴27朗[Tel貨せま 病, 2エG鏢靴『ヨ 1997 (↓(忒靴 鏢噩窰工(16諷) 工隘27L 獮リ靴き朗]=
- (e) 鏢 ³ε
 - (i) kg 嘲囊ツル渣『峇靴囊ツ鏢 ↓鏢x ↓靴『↓ド↓ ↓峇 ↓ 髑 ↓ド饒ま 鏢 (³ε あkg 貨 ド饒鏢 ↓忒忒鏢 ↓5471鏢 ↓ 彌鏢 ↓訓揃鏢 ↓ 鏢 ↓*_T ↓ 負一鏢 ↓X⊙鏢 ↓ _o鏢 ↓ベ 鏢 ↓B出鏢 ↓ 賭口鏢ま) 鏢x) ↓
 - (ii) はcm ま, 2cm 獮 U『峇靴銚ぢ ↓ 餡 ↓ 峇 ↓ 餡蔡ま 忒ま皖耀 =
- (f) 病椰鏢蔡消賺_Tノ³ビ揀71*_T ↓ 負一鏢ヨkm 鏢蔡消賺 哈_v靴關口Tel哈病km鈎鯨靴消賺
 - (i) エU騙靴負一/*_T靴 □ ↓
 - (ii) 34∩負一 (鯨 負一U騙靴71 ↓ 霸 渣靴 =

1.2 ベ 鏢

- (a) イ病口霸⊙ 望ヤ窰kmま 貨望ヤ窰エ (U騙靴 P_ヲ淫 (³ビベ 鏢=
- (b) 貨望ヤ窰kmま 貨望ヤ窰は(*_T 負一ま皖耀濯口靴) _oま騙 ((km藎"騙 (")エU騙靴 P_ヲ _T口霸kg ³εベ 鏢L⊙ せ牯 訓 (⊙囁遼 摠ト(貨 (囁遼騙 (靴蔡靴リ筮) 獮揀貨 騙 (エ (遼靴ベ 鏢靴蔡 =
- (c) ぜ牯 訓U騙獮 鏢x痕 エE靴奈 □腿 摠ト 陽 摠ト` 峇「 □ エフ抔 靴ベ 鏢=
- (d) せ牯 訓貨望ヤ窰km (囁遼囊ツP_ヲ靴ベ 鏢靴朗一_T嘲皖貨遼蔡リ筮ま靴霸 峇」貨騙 (靴病椰鏢蔡消賺まヨ³ 關脚靴皖耀隘口∩霸U=



(e) 34望醜口km靴苜 (遼蔡 〇獫巨ま 巨L枝揲濯挽化靴苜 へ望(°ビ〇⊕ま囁臆)工鮒啞
臆靴 忒 新三 込個ま 個罫 靄 へ望(ドじ 揲濯挽ま 揲濯挽〇 眞▲靴化
靴べ 鏢 47 喉諮 貨鮒啞罫は へ望工〇遁病靴 ン鏢 〇じ VSま 鏢靴 VS
=靄 へ望工奔靴 べ 鏢靴愜 鏢 脚 (跣俊鵠 病皖耀 靄L☺)=

(f) 摠トリき |セ粘 詔闊脚 |ヨフ 隄27㉿「J靄 べ 鏢 142微よ靴枷
Tel (貨鬚セ粘
詔闊脚罫 ,2セ粘 詔ヤミリ ㄗ &aセ粘 詔 敷べ 鏢ま皖耀セ粘 詔 (遼鏢蔡靴病椰
.=

(g) 34鏢×痕 Jセ粘 詔q孖P 摠ト工囁遼靴べ 鏢 腿 摠ト ま 摠ト簫ぼ
ンセ粘 詔峇「靴べ 鏢〇kg袍蓮 ㄗ/ま L 摠ト (EJ 蔡ま 工
峇靴蔡 セ粘 詔=

1.3 [脚脖靴べ 鏢

(a) 貨隍 1.2 (c) 罫 豎km 34P望ヤ窠kmま,2望ヤ窠猿 靴 脚脖遼蔡 (号34 8/11 Qま
騰蕭ま KCL口ま à建8.ま 個ま込個 忒工奔L)Q143孺奔囁遼べ 鏢靴朗一罫
遼蔡挽麵

(囁遼Tel込個 べ 鏢 =

(b) 貨隍 1.2 (c) 罫 豎km 34囊化病望ヤ窠kmま 貨望ヤ窠靴 脚脖まへ望 囁遼
べ 鏢 L 脚脖 ㄗ°ε工病べ 鏢(揲濯挽ま 揲濯挽〇 眞▲靴化靴べ
鏢47 喉諮 遁病靴 ン鏢 〇じ VSL☺)=

(c) 34揲濯挽化貨望ヤ窠kmま8/11,2望ヤ窠猿 〇病 脚脖 Tel 脚脖靴 「放貨毬c
ま | 鮒 靴峇標ま工⊕峇標罫 峇標 (嘲kg鮒傍囊 88峇ま (峇靴べ 鏢込個(彩ツ鮒 傍ま鏢鬻貨 ⊕靴襯)鮒啞靴)=]¹

1.4 皖耀鏢 鏢ま峇
隍 3 諸隍 1 罫 貨べ 鏢靴隄27L☺ 工病8/11望ヤ窠 〇 『峇靴鏢蔡 (泰 摠ト 建 Telkg8/11 祛98X望
ヤ窠km工軌口靴 忒=

1.5 工鏢
〇寮敷朗 化は皖 貨望ヤ窠工奔靴工鏢 (ミ133 建=

1.6 34揲71ヨフ 闊脚セ粘 詔P 摠ト靴遼蔡 (孖ド饒鏢蔡罫 摠ト〇騙セ粘 詔獫
靴奈 〇 L☺ 鏢蔡 (泰セ粘 詔ド饒△è傍揲71鏢×痕 =セ粘 詔J嘲ヤ勅bS,2
摠トヤミリ ㄗ &a
摠ト「鏢一 〇ま皖耀 揲靴 〇醜〇=

1.7 园 脖

¹ 34病猿 隄X傍靴=



(a) 貨の騙負一靴 摠ト (嘲伴 簾せ粘 訓 摠ト貨糞 園 膝km病`師卿わ
 エ ㄥú
 騙せ粘 訓!糞 鏢x痕 關脚靴三ズ工臍哈靴わエ □= わエ □ (釘□ 摠ト
 Jú騙 負一 ㄥ /まサ賭遼楸腿せ粘 訓靴砲 =

(b) 348/11 摠ト貨糞 園 膝愧「師卿わエ ㄥ /ま 摠ト仔露ú騙靴わエ □貨望ヤ窰砲 愧
 ⊕椰 Q143ゾ⇒ 筮 摠ト (貨簾ぼ祛創ゾ濯 “ 10 逆愧 伴 簾せ
 粘 訓= (c) 貨kgP望ヤ窰靴院耀 諸の 豎靴露úkm 摠ト (蓮8.ú騙腿せ粘 訓靴
 工病消蹙淫○櫻

排□ú騙負一靴工病糞 47 靴わエ 負一靴・ 消蹙靴喝急 ㄥ 院耀の揃せ粘 訓 09工
 病撲71鏢ヨエ ((靴 秘=

1.8 化kg8/11□鏢x 〇 偏」kg銃

(a) 34貨望ヤ窰 g逆 “ 病□べ 鏢ヨまド饑鏢ヨま病 肇筮 (km藿`鏢x 肇”)
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Standard Terms and Conditions

1. **Introduction.** We are pleased to confirm your agreement to provide services to ANZ as specified in part 2 of the Schedule (the "**Services**"). This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties with respect to the matters dealt with in it.
2. **Service Term.** The Services will commence on the date specified in part 1 of the Schedule and continue until the Completion Date specified in part 1 of the Schedule unless this Agreement is terminated earlier in accordance with the terms of this Agreement, or the parties agree in writing to extend the period during which the Services are to be performed.
3. **Services.** You will provide ANZ with the Services using the key personnel, at the location, to meet the service objectives, key milestones and any other service levels, in each case as set out in part 2 of the Schedule. The Services will be performed on a time and materials basis at the rates specified in part 2 of the Schedule.
4. **Fees.** Within 10 business days of the end of each month, you must submit to the ANZ representative specified in part 1 of the Schedule a tax invoice for all fees and expenses due for Services supplied in that month. The tax invoice must be correctly rendered in accordance with clause 1.1(f) of Part 3 of the Schedule, and quoted with the relevant ANZ contract number ("Tax Invoice"). The tax provisions set out in Part 3 of the Schedule are applicable. All fees and expenses will be payable by ANZ within thirty (30) days of receipt of a correctly rendered Tax Invoice. Any payment may, at ANZ's sole discretion, be made by electronic funds transfer to your bank account as detailed in part 1 of the Schedule. ANZ will not accept, and will have no duty to pay, any Tax Invoice which does not comply with the requirements set out above.
5. **Confidentiality.** You will keep confidential all information of or relating to ANZ, its customers and its subsidiaries or their business affairs, which becomes available to, or accessible by you or your personnel (including subcontractors), in connection with this Agreement (the "**Confidential Information**") but excluding information which is or becomes readily available in the public domain without breach of this Agreement or any obligation of confidence, and you will protect the Confidential Information from use not authorised by ANZ. You must ensure that all your personnel (including subcontractors) observe the terms of this clause and that no Confidential Information is provided to them until such time as they have executed a confidentiality deed in favour of ANZ in a form approved by ANZ.
6. **Security.** You must comply, and ensure that your personnel (including subcontractors) comply, with all ANZ security policies and directions in effect from time to time and notified to you, when on ANZ's premises and/or when accessing ANZ's systems. If ANZ notifies you of ANZ security policies and directions after the date of this Agreement, then the parties must reasonably agree any required variations to the Services (including fees) as a result of these new security policies and directions.
7. **Privacy.** You must comply with the Banking Act, the Computer Processing Personal Data Protection Law and any other applicable privacy laws, regulations and guidelines when handling personal information which you obtain, generate or disclose in connection with this Agreement.
8. **Intellectual Property.** ANZ grants you a non-exclusive royalty-free licence during the Service Term set out in clause 2 to use and reproduce ANZ's intellectual property for the sole purpose of providing the Services under this Agreement. You must ensure that you have the prior written approval of ANZ for each proposed use or reproduction of ANZ's intellectual property. All use and reproduction must be in accordance with all ANZ Guidelines (as updated from time to time) and notified to you including the ANZ Masterbrand Guidelines and the ANZ Advertising Guidelines and any other guidelines, instructions, requirements, directions or specifications advised by ANZ at any time. If ANZ notifies you of new guidelines, instructions, requirements, directions or specifications after the date of this Agreement, then the parties



must reasonably agree any required variations to the Services (including fees) as a result of these new guidelines, instructions, requirements, directions or specifications. Nothing in this clause confers on you any proprietary right or title to any of ANZ's intellectual property.

9. **Domain Names.** In providing the Services to ANZ, you must not register any domain name for or on behalf of ANZ. You must notify ANZ in writing of any proposal to register a domain name as part of providing the Services to ANZ. ANZ will have absolute discretion as to whether to register any domain name notified by you in accordance with this clause.
10. **Assignment of Deliverables to ANZ.** Subject to clause 11, you hereby assign to ANZ all right, title and interest (including intellectual property rights) in and to any deliverables (including, but not limited to, any content, logos, marks, drawings and designs, reports, documentation, applications, software, algorithms, works and methods) to the extent produced or created by you or your personnel (including subcontractors) in the course of performing the Services (all of which shall be considered to be Confidential Information). Notwithstanding this assignment, provided there is no conflict of interest and ANZ has given its prior written consent, you may use any such deliverables as an example of the work that you are capable of producing. You must execute all such documents as ANZ may request and do all such acts and things necessary to give effect to this clause including procuring all necessary consents to any act or omission that would otherwise infringe any moral rights in any work produced or supplied under this Agreement.
11. **Pre-existing IP.** The assignment in clause 10 will not apply to any pre-existing intellectual property owned by you or any third party, and which is specified as "**Pre-existing IP**" in part 2 of the Schedule. However, you grant ANZ (including its affiliates) a perpetual, non-exclusive, transferable, worldwide, unlimited, royalty free licence to use, copy, modify, create derivative works from and otherwise deal with all such Pre-existing IP (including, without limitation, any source code).
12. **Warranties.** You warrant that the Services will be performed with the high degree of professional skill, care and diligence that may reasonably be expected of a skilled, professional person, suitably qualified and experienced in the performance of services similar to the Services. You also warrant that you have all right and authority to enter into this Agreement and to perform the Services (and license and/or assign, as the case may be, intellectual property in all deliverables) as required by this Agreement.
13. **Termination.** ANZ may terminate this Agreement at any time and for any reason upon 14 days' notice to you. You may terminate this Agreement at any time and for any reason upon 30 days' notice to ANZ, provided that at the time of giving such notice, there are no Services remaining to be performed under this Agreement. Either party may provide written notice to the other, immediately terminating this Agreement if the other party:
 - a. materially breaches its obligations under this Agreement and does not correct that breach within 14 days after being notified in writing of it; or
 - b. is delayed or fails to perform its obligations (other than a payment obligation) for more than 30 days because of any occurrence or omission which is beyond the reasonable control of that party.Clauses 5, 7, 8 to 12, 14 to 19, 23 to 26 survive termination of this Agreement.
14. **Losses.** To the maximum extent permitted by law, ANZ will have no liability whatsoever to you for any: loss of profits; or debt, obligation, cost, expense, loss, damage, compensation, charge or liability of any kind which at law is of an indirect nature including but not limited to loss of profits, anticipated revenue, savings or goodwill or any other kind of economic loss.
15. **Indemnity.** You indemnify ANZ:
 - a. on an unlimited basis, for any loss, damage, cost, expense or liability, suffered or incurred by ANZ arising directly or indirectly as a result of:



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- i. any wilful misconduct or repudiation of this Agreement;
 - ii. death of or bodily injury including illness to persons;
 - iii. loss of or damage to tangible property;
 - iv. fraud or fraudulent misrepresentation;
 - v. breach of law;
 - vi. infringement of any intellectual property rights; and
 - vii. breach of confidence,
- in each case caused by you or any of your personnel; and
- b. for any loss, damage, cost, expense or liability, suffered or incurred by ANZ arising directly or indirectly as a result of your negligence or failure to comply with your obligations under this Agreement to an amount not exceeding the greater of 2 times the total fees paid or payable by ANZ in connection with this Agreement and the NTD amount set out in Part 1 of the Schedule.

In each case, such indemnification shall include costs of engaging others to complete the provision of the Services, should this Agreement be terminated prior to completion.

- 16. **Return of Information.** Upon request of ANZ at any time, or in any event, but subject to any prior written consent provided under clause 10, upon termination or expiry of this Agreement, you must immediately cease to use, reproduce or display any item of ANZ's intellectual property and, at ANZ's election, deliver, render faithful account to ANZ or irretrievably delete, erase or otherwise destroy all Confidential Information and ANZ intellectual property contained in documentary, electronic or pictorial form that came into your or your personnel's (including subcontractors) possession or control during the course of the Agreement. Where ANZ instructs you to delete, erase or otherwise destroy any Confidential Information or ANZ intellectual property, you must provide written confirmation to ANZ that you have done so. You may retain any Confidential Information which is included in any of your board papers, or to which you are required to retain by law or to comply with any legitimate audit policies.
- 17. **Subcontractors.** You must obtain ANZ's prior written approval of, and will be fully responsible for all acts and omissions of and for ensuring compliance with the terms of this Agreement by, any subcontractors you use to provide the Services. You may not sub-licence, subcontract, assign, novate, dispose of, or otherwise transfer any interest in your rights under this Agreement unless you obtain ANZ's prior written consent. You must ensure that the terms of any subcontract contain provisions regarding intellectual property, domain names, moral rights and Confidential Information which are substantially the same as the rights and obligations of the parties under this Agreement.
- 18. **Insurance.** You must arrange and maintain:
 - a. during the term of this Agreement, public liability insurance cover of at least 2 times current contract annual value per event and, where the law does not provide indemnity against claims for common law damages by workers, insurance against common law liability relating to all persons you employ who are involved in providing the Services;
 - b. [during the term of this Agreement and for a period of seven (7) years after its termination, professional indemnity and fidelity insurance cover of at least equal to current contract annual value in annual aggregate, covering liability to ANZ arising from a breach of professional duty, whether in contract or otherwise, caused by any negligent or other act or omission of you or any of your personnel.]
- 19. **Disputes.** If any dispute arises out of, or in connection with, this Agreement, neither party will commence proceedings relating to the dispute unless that party has complied with the following dispute resolution provisions:
 - a. A party claiming a dispute has arisen will promptly give written notice to the other party specifying the nature of the dispute.
 - b. If the parties do not resolve the dispute within ten (10) days of receipt of the notice claiming a dispute has arisen (or such further period as mutually agreed in writing by



them), then the parties must use their reasonable endeavours to resolve the dispute by mediation in accordance with the Code of Civil Procedure, or such other terms as the parties may mutually agree.

20. **Compliance with laws.** You must comply with all applicable laws and any sanction imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council), regulatory requirements and codes of conduct applicable to the performance of your obligations under this Agreement.
21. **No exclusivity.** Nothing in this Agreement or any other agreement between ANZ and you shall be interpreted to restrict ANZ in any way from obtaining services similar to the Services from other providers.
22. **No Agency.** Nothing in this Agreement is to be construed as constituting one party as agent or partner of the other party or in joint venture with the other party. No party has authority to bind or purport to bind the other party.
23. **Amendments.** Any amendment, variation, consent to modification, supplement, replacement, novation, or assignment of any provision of this Agreement must be in writing, signed by each party's authorised representative.
24. **Jurisdiction.** The terms of this Agreement are governed by and construed under the laws of Taiwan. In relation to any legal action or proceedings arising out of or in connection with this Agreement each party irrevocably submits to the non-exclusive jurisdiction of the courts of Taiwan with the Taipei District Court being the court of first instance.
25. **ANZ Supplier Code of Practice.** You acknowledge and agree that:
 - a. ANZ is committed to engaging suppliers whose environmental, ethical and social performance is of high standard; and
 - b. you must comply with ANZ's Supplier Code of Practice published at *anz.com* and such other document as notified to you by ANZ.
26. **Human Rights and Modern Slavery.** In performing your obligations under this agreement you must a) comply with all applicable modern slavery laws, statutes, regulations and codes from time to time in force; and b) take reasonable steps to ensure that there is no modern slavery or human trafficking in your or your subcontractors' supply chains or business operations.
27. **Spin-off or Assignment, Merger, Acquisition, General Assumption or General Assignment.**

If any spin-off or assignment, merger, acquisition, general assumption or general assignment occurs to ANZ in the effective period of this Agreement, ANZ may, without your consent, assign or transfer all or part of the rights under this Agreement to the assignee. You agree that you shall provide all documents related this Agreement to ANZ, when necessary, for the execution of this clause.

TAXES

1.1 Definitions

In this **clause 1 of Part 3**:

- (a) unless otherwise expressly stated or the context otherwise requires, words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **Consumption Taxes** means any tax payable on the sale or supply of goods, services or other things and includes GST, goods and services tax, value added tax, sales tax, consumption tax or any similar impost;
- (c) **GST Law** means the local taxation legislations or regulations governing the application of Consumption Taxes;
- (d) **Permanent Establishment** has the same meaning as in the local taxation laws of the relevant jurisdiction in which you are supplying the Services under or in accordance with this Agreement (as altered by the application of any double tax treaty)[and, in Australia, has the same meaning as in the Income Tax Assessment Act 1997 (as altered by the application of any double tax treaty)].
- (e) **Tax** includes:
 - (i) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed (including, without limitation, withholding tax, employment taxes, land tax, property tax, excise duties, customs duties, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and transaction duties or any similar impost imposed or levied); and
 - (ii) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.
- (f) **Valid Tax Invoice** means an invoice containing the elements of a tax invoice as required under local GST Law and must include the following:
 - (i) a description of each type of Service/supply being made; and
 - (ii) for Services, the location(s) where the Services are performed, with the amounts applicable to each of the above.

1.2 Consumption Taxes

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- (a) Unless otherwise expressly stated, all monetary consideration to be provided under or in accordance with this Agreement is inclusive of Consumption Taxes.
 - (b) To the extent that the consideration to be provided for any sale or supply (of goods, services or other things) ("**Supply**") made under or in accordance with this Agreement is expressly stated to be exclusive of Consumption Taxes, ANZ must pay to you (at the same time as payment for the Supply is required to be made) an additional amount equal to the Consumption Taxes payable in respect of the Supply.
 - (c) ANZ may provide to you an exemption certificate acceptable by the relevant taxing authority in which case you shall not collect Consumption Taxes covered by such certificate.
 - (d) ANZ's obligation to pay the Consumption Taxes component of any consideration under this Agreement is subject to ANZ receiving a Valid Tax Invoice or other documents required by law in respect of the Supply at or before the time of payment.
 - (e) If a payment under this document is a fee, price, reimbursement or indemnification which is calculated directly or indirectly by reference to a cost (including a loss or expense) incurred by a party, the cost must be reduced by the amount of any input tax credit or credit to which the party or the representative member for a Consumption Taxes group of which that party is a member, is entitled for that cost in calculating the payment. An entitlement to claim a full credit for Consumption Taxes incurred on those costs will be assumed unless it is demonstrated otherwise.
 - (f) You agree to take such steps as are requested by ANZ to minimize such Consumption Taxes in accordance with all relevant laws and to cooperate with and assist ANZ, at ANZ's request, in challenging the validity of any Consumption Taxes or taxes otherwise paid by ANZ.
 - (g) If any taxing authority refunds any Consumption Taxes to you which ANZ originally paid to you, or you otherwise become aware that any Consumption Taxes were incorrectly and/or erroneously collected from ANZ, you shall promptly remit to ANZ an amount equal to such refund or incorrect collection.

1.3 [Consumption Taxes on Claims]

- (a) Subject to clause 1.2 (c), if a payment to satisfy a claim or a right to a claim under or in connection with this Agreement (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of warranty or for

an indemnity or for reimbursement of any expense) gives rise to a liability to pay an amount of Consumption Tax, the payer must also pay, and indemnify the payee against the amount of that Consumption Tax.

- (b) Subject to clause 1.2 (c), if a party has a claim under or in connection with this Agreement or a cost on which that party must pay an amount of Consumption Tax, the claim is for the cost plus all Consumption Taxes (except any Consumption Taxes for which that party, or the representative member for a GST group of which that party is a member, is entitled to an input tax credit).
- (c) If a party has a claim under or in connection with this Agreement and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for any Consumption Taxes (whether that amount is separate or included as part of a larger amount).]¹

1.4 Other taxes, duties and charges

Except as set out above in this clause 1 of Part 3 in respect of Consumption Taxes, all applicable Taxes imposed or levied in connection with this Agreement will be borne by you and will not cause any increase to the fees set out in this Agreement.

1.5 Income taxes

For the avoidance of doubt, each party is responsible for taxes imposed in respect of its income in connection with this Agreement.

- 1.6 In the event that local laws required taxes to be withheld by ANZ on payments to you, such taxes shall be withheld and remitted to the local tax authorities by ANZ, unless you provide ANZ with an applicable exemption certificate. ANZ will use reasonable efforts to cooperate with and assist you in obtaining tax certificates or other appropriate documentation evidencing such payment.

1.7 Jurisdiction

- (a) Prior to execution of the Services, you must advise ANZ in writing as to whether you have a Permanent Establishment in the relevant jurisdiction and supply ANZ with certificates of residency in the form required by the relevant taxing authority. The certificate of residency must specify the period you are to provide the Services and/or deliverables.

¹ Insert if relevant.

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- (b) In the event that circumstances change resulting in you acquiring a Permanent Establishment in the relevant local jurisdiction and/or the certificates of residency previously supplied by you ceasing to be valid during the term of the Agreement, you must notify ANZ in writing of the change in circumstances no later than 10 days after you become aware of the change in circumstances.
 - (c) Without limiting anything else in this Agreement, you must ensure that all invoices you provide to ANZ clearly identify the residency of all relevant entities providing the Services and the nature of the Services the subject of the invoice and otherwise provide ANZ with all information necessary for ANZ to comply with all applicable local taxation Laws.

1.8 Parties not disadvantaged by new impost

- (a) If any new Consumption Tax or withholding tax is introduced or is changed after the Commencement Date of this Agreement ("**Impost Change**") the parties will make every effort to reasonably amend arrangements to minimise any adverse effect of the Impost Change and negotiate in good faith to adjust the fees (the "**Negotiated Position**") such that the parties are not disadvantaged by the Impost Change.
- (b) The parties agree that the first invoice issued after agreement has been reached in clause 1.8(a) must reflect the necessary adjustment from the date of effect of the Impost Change and that subsequent invoices reflect the Negotiated Position.