

Purchase Order

ANZ HONG KONG STANDARD TERMS AND CONDITIONS

- 1) By accepting this purchase order for the ordered goods or services as described in this document, you (the legal entity named as Supplier) agree that these conditions apply to the exclusion of any other conditions (including those on your delivery notes and invoices). No other terms or conditions of supply will have any effect unless in writing and signed by an authorized ANZ Requestor. If this purchase order refers to a duly executed contract between you and Australia and New Zealand Banking Group Limited, incorporated in Australia, acting through its Hong Kong Branch ("ANZ"), its terms form part of this purchase order except as expressly stated otherwise or to the extent the terms conflict with this purchase order, in which case the terms of this purchase order prevail.
- 2) If you do not agree to comply with every aspect of this purchase order you should immediately reject it by notifying the ANZ Requestor who placed the order. If you accept the purchase order, ANZ may require you to confirm such acceptance in writing.
- 3) The prices in or attached to this purchase order are firm Hong Kong Dollar prices (unless a different currency is specified in this purchase order), and can be varied only if ANZ agrees. They are inclusive of all freight, packing, insurance and delivery charges, but these must be detailed separately on each invoice.
- 4) The parties do not anticipate that any supplies made under this purchase order will be connected with Australia. To the extent that you make any supplies under this purchase order that are connected with Australia, you must notify ANZ of such in writing by inserting an appropriate notation on the relevant invoice detailing that the supplies are 'connected with Australia'.
- 5) Fees and Taxes
 - a) Any applicable taxes shall be stated separately on your invoices and shall be remitted by ANZ to you and is payable together with the fees in accordance with clause 7.
 - b) The tax provisions set out in the Schedule are applicable.
- 6) All documentation including invoices, delivery notes, and on the outside of packages, must state a valid purchase order number, the ANZ Requestor, BSB and Cost Centre numbers and, where available, serial numbers and asset numbers. Invoices must comprise Valid Tax Invoices (as defined in the Schedule), must quote ANZ's purchase order number and your Australian Business Number (or unique identity number) and must provide your bank account details into which a direct deposit can be made. Invoices which do not meet these criteria will not be accepted for payment.
- 7) ANZ will pay correctly rendered invoices within 30 days after receipt of invoice. Invoices must be sent to the billing address specified in this purchase order. Any payment may, at ANZ's sole discretion, be made by electronic funds transfer to your bank account as detailed in this purchase order. ANZ will not accept, and will have no duty to pay, any tax invoice which does not comply with the requirements set out above or which is not a Valid Tax Invoice.
- 8) In order to be acceptable to ANZ, all goods and services you supply must be of merchantable quality and fit for the relevant purpose and must comply with:
 - a) any samples provided by you, including, where requested, any previous deliveries;
 - b) all applicable laws, codes and standards;
 - c) the manufacturer's published specification; and
 - d) any other specification or requirement notified by ANZ, including any attached to this purchase order.
- 9) You warrant that:
 - a) You have good title in the goods and are authorised to sell them to ANZ;
 - b) You have and will maintain all relevant licences or permits for provision of the goods or services; and
 - c) ANZ's use of the goods or services will not infringe any rights of a third person, including intellectual property ("IP") rights.
- 10) If any goods or services do not comply with the requirements of these terms and conditions or the purchase order (and such non-compliance is not caused by the default of ANZ), ANZ may (if goods) return them to you and require their immediate repair or replacement or a refund; and (if services) require their re-performance at no additional cost to ANZ, or a refund. ANZ, acting reasonably, may also terminate the entire purchase order for cause and return all goods to you and require a refund including if you fail to meet ANZ's delivery requirements set out in the purchase order. You will be liable for freight, packing and all other costs associated with their return. Termination by ANZ under this clause for cause is without further liability.

These clauses apply if goods are to be supplied

- 11) Title to goods, and risk of loss or damage to them, passes to ANZ upon acceptance by ANZ, provided that if ANZ has not paid for the goods at the time of acceptance then title will not pass until the time of payment.
- 12) Delivery will only be accepted if:
 - a) the whole order arrives as a single delivery (unless otherwise specified or agreed by the ANZ Requestor);
 - b) all items are securely packed and identified as required by ANZ from time to time and so as to prevent damage and allow proper storage and stock control; and
 - c) each container has a delivery note detailing its contents and the matters referred to in clause 6.
- 13) Goods will only be accepted after unpacking and inspection by ANZ, regardless of when this occurs. ANZ may deliver items into its store without inspecting them at the time of delivery. ANZ paying any invoice does not constitute acceptance of the items to which the invoice relates and payment is subject to your obligation to immediately refund payment for any item ANZ

subsequently finds not to be acceptable.

- 14) Where goods must be installed, you will install them and confirm their proper operation and compliance with the warranties in these purchase order terms.
- 15) You must repair or replace defects in or damage to goods (other than damage caused by ANZ) identified within 12 months after delivery, at your own cost as soon as reasonable after ANZ notifies you of such.

These clauses apply if services are to be supplied

- 16) You will advise ANZ immediately of any actual or potential conflict of interest arising during provision of services to ANZ. If ANZ considers a conflict to adversely affect its interests, it may terminate your services. In this event, you must cease providing the services the subject of the terminated purchase order, and use all reasonable endeavours to mitigate your costs and expenses. ANZ will pay for services that have actually been delivered or provided to ANZ as at the date of termination.
- 17) New IP (including copyright) you create in providing services will be owned by ANZ and you assign such IP rights to ANZ from their date of creation. You grant a perpetual, irrevocable, non-exclusive, worldwide licence to exercise all IP rights not assigned by you to ANZ but owned or licensed by you to the extent such a licence is necessary for ANZ to enjoy the benefit of the services. Notwithstanding any other provision of this purchase order, you must not in any way (including in any advertising material or on any website) use ANZ's (or any member of the ANZ Group's) trade marks, logos, business names or brand names (whether registered or unregistered) without the prior written consent of ANZ.
- 18) You will ensure everyone you provide to ANZ to perform the services is properly qualified and adequately experienced, works diligently, reliably and to a high standard, conducts themselves with integrity, abides by ANZ's policies, including occupational health and safety policies, and complies with the terms of this purchase order. If ANZ has any concerns with the competence, performance or attitude of any person, engaged by you to perform services to ANZ, you will review with ANZ the person's performance and on ANZ's reasonable request, you will replace the person with another person acceptable to ANZ.
- 19) You may only use subcontractors or personnel in substitution for personnel named or described in any attachment to this purchase order if ANZ consents in writing.
- 20) You must maintain professional liability insurance for a minimum of AUD 2million or the local currency equivalent for liability to ANZ for breach of professional duty caused by your act or omission.

General

- 21) You will keep confidential all information (which is of its nature confidential) about ANZ, its business, its subsidiaries, related entities or its clients that becomes available to you in the course of providing the goods or services, and will protect that information from use not authorized by ANZ. You warrant you have read, understood and will comply with the Australian Privacy Principles as specified in the Australian *Privacy Act 1988*, the Data Protection Principles in the Hong Kong Personal Data (Privacy) Ordinance (Cap 486), and all other applicable laws in relation to privacy and data protection.
- 22) You must maintain public liability insurance for a minimum of AUD 10million or the local currency equivalent covering loss or damage to real or personal property and to any person injured or killed.
- 23) 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.
- 24) You must comply with any economic and trade sanctions imposed by Australia, the United States, the European Union or any country (including any sanction that supports a decision or resolution of the United Nations Security Council) applicable to the performance by the Supplier of its obligations under the Agreement. You acknowledge that ANZ is prohibited from dealing with any supplier which is a sanctioned entity under the laws of any country in which ANZ or ANZ Group members operate. ANZ may, acting reasonably, refuse to perform one or more of its obligations under the purchase order or these terms and conditions, if performance of those obligations would cause ANZ or any of the ANZ Group members to breach any law, regulation or other legal prohibition. For the avoidance of doubt, this includes ceasing to deal with you if you are or become, or any person (natural, corporate or governmental) associated with you is or becomes, subject to any sanction imposed by Australia, the European Union or any government, including any sanction that supports a decision or resolution of the United Nations or any part or agency of the United Nations.
- 25) You will be familiar with and comply with all laws and regulations on bribery, corruption and prohibited business practices. You have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favour of ANZ or its controlled entities, offer, promise or make or agree to make, directly or indirectly: (a) any political contributions of any kind, or any payment to a public official; (b) any payments for gifts, meals travel or other value to a government employee or his/her family; or (c) any payments or gifts to anyone
- 26) 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) This purchase order is governed by and disputes will be heard under the law and in courts of Hong Kong, and to the extent permitted by law you must submit to the jurisdiction of the courts of Hong Kong.

SCHEDULE

- TAXES -

1.1 Definitions

In this clause 1 of this Schedule:

- (a) unless otherwise expressly stated or the context otherwise requires, words and expressions which are not defined in this purchase order 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 goods or services under or in accordance with this purchase order (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

- (a) Unless otherwise expressly stated, all monetary consideration to be provided under or in accordance with this purchase order 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 purchase order 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 (if possible from relevant tax authority) 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 purchase order 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 purchase order (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 purchase order 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 purchase order 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).

1.4 Other taxes, duties and charges

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

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 purchase order.

- 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 this purchase order, 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.
- (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, 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 purchase order, you must ensure that all invoices you provide to ANZ clearly identify the residency of all relevant entities providing the goods or services and the nature of the goods or services that are 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 date of this purchase order ("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 any 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.