



PURCHASE ORDER

ANZ Global Services and Operations Manila Inc.

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 Global Services and Operations Manila Inc. ("ANZGSO") Requestor. If this purchase order refers to a duly executed contract between you and ANZGSO, the terms of that contract form part of this purchase order, except as expressly stated otherwise, or to the extent the terms are in conflict with this purchase order, in which case the terms of this purchase order shall prevail.

2) If you do not agree to comply with all the provisions of this purchase order, you should immediately reject the same by notifying in writing, the ANZGSO Requestor who placed the order. If you accept the purchase order, ANZGSO may require you to confirm such acceptance in writing.

3) The prices in or attached to this purchase order are firm Philippine Peso prices (unless a different currency is specified in this purchase order), and can be varied only if ANZGSO agrees. They are inclusive of all freight, packing, insurance and delivery charges, but these must be detailed separately on each invoice. Tax relating to the supply of goods and services (including any Value-Added Tax ("VAT"), if applicable) is not included in the prices, but must be detailed as required by applicable legislation. ANZGSO may review the method by which you calculate any such tax.

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 ANZGSO 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) You recognize that ANZGSO is an entity registered with the Philippine Economic Zone Authority ("PEZA") and is therefore entitled to VAT zero-rating of its local purchases of goods, properties and services and to tax- and duty-free importation of merchandise.

b) The Fees do not include any tax, customs and other duties or levies. ANZGSO is not liable for any taxes incurred in connection with or related to the supply of services under this Agreement, and such taxes shall be your financial responsibility. You agree to indemnify, defend and hold ANZGSO harmless from

any taxes or claims, and any other liabilities of any nature whatsoever related to such taxes. Each party shall be responsible for taxes imposed on its income.

c) Any sales, goods and services or value added taxes ("Taxes") described in (b) above that **(i)** are owed by ANZGSO solely as a result of entering into this purchase order and the payment of the Fees hereunder, **(ii)** are required to be collected from ANZGSO by you under applicable law, and **(iii)** are based solely upon the Fees payable under this Agreement, shall be stated separately as applicable on your invoices and shall be remitted by ANZGSO to you and is payable together with the Fees in accordance with clause 7. ANZGSO may provide to you an exemption certificate from the PEZA showing the incentives being enjoyed by ANZGSO, in which case you shall not collect Taxes covered by such exemption certificate. You agree to take such steps as are requested by ANZGSO to minimize any Taxes in accordance with all relevant laws. If any taxing authority refunds any Taxes to you which ANZGSO originally paid to you, or you otherwise become aware that any Taxes were incorrectly and/or erroneously collected from ANZGSO, you shall promptly remit to ANZGSO an amount equal to such refund or incorrect collection, as the case maybe.

d) If ANZGSO is required to reimburse you for any costs, the amount must be reduced to the extent that you are entitled to claim any credit for Taxes in respect of those costs. You will be assumed to have an entitlement to claim a full credit for Taxes incurred on those costs unless you demonstrate otherwise prior to the date on which the reimbursement must be provided.

e) If taxes are required to be withheld on any payment otherwise to be paid by ANZGSO to you, ANZGSO will deduct such taxes from the amount otherwise owed and pay them to the appropriate taxing authority. ANZGSO will use reasonable efforts to provide you with copies of any tax receipts or other evidence of payment issued by the taxing authority.

f) Within ten (10) business days of the end of each month, you must submit to the ANZGSO representative specified in this purchase order an invoice, in such a form as required by any applicable Laws relating to Taxes, for all Fees and expenses due for services supplied in that month.

6) All documentation including invoices, official receipts, delivery notes, and on the outside of packages, must comply with applicable laws and regulations. Moreover, all documentation must state a valid purchase order number, the ANZGSO Requestor, BSB and Cost Centre numbers and, where available, serial numbers and asset numbers. Invoices must comprise valid tax invoices, must quote ANZGSO's purchase order number and your tax identification 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) ANZGSO will pay correctly rendered invoices within thirty (30) days after receipt of invoice. Invoices must be sent to the billing address specified in this purchase order. Any payment may, at ANZGSO's sole discretion, be made by electronic funds transfer to your bank account as detailed in this purchase order. ANZGSO will not accept, and will have no duty to pay, any tax invoice which does not comply with the requirements set out above

8) You will supply the services and goods as set out in the purchase order in accordance with these terms and conditions. All goods and services that you supply must be of acceptable quality, in accordance with market practice or industry standards, and fit for their intended purpose (and any purpose that ANZGSO notified to you) and must comply with:

- a)** any samples and representations provided by you, including, where requested, any previous deliveries;
- b)** all applicable laws, regulations, codes and standards; and
- c)** any other specification or requirement notified by ANZGSO to you, including any specification or requirement attached to, or incorporated by reference into, the purchase order.

9) You warrant that:

- a)** you have good, valid and marketable title to and are authorised to supply the goods, and the goods will be free from all security interests when delivered to ANZGSO;
- b)** you have and will maintain, at your sole cost and expense, all relevant licences or permits for provision of the goods or services;
- c)** the goods or services, and ANZGSO's use of them, will not infringe any rights of a third person, including any intellectual property 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 ANZGSO), ANZGSO 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 ANZGSO, or a refund. ANZGSO, 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 ANZGSO'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 ANZGSO under this clause for cause is without further liability.

11) ANZGSO may terminate the purchase order at any time, and without cause, by giving you at least 5 five days' prior written notice. In this event, you must cease providing the goods and services the subject of the terminated purchase order immediately upon your receipt of the written notice of termination, and use all reasonable endeavours to mitigate your costs and expenses. ANZGSO will

pay for goods and services that have actually been delivered or provided to, and accepted by, ANZGSO as at the date of termination, plus an amount agreed by the parties (acting reasonably and in good faith) to compensate you for any reasonable and substantiated costs that you have incurred as a result of the early termination and which you are unable to avoid or mitigate, provided that such amount does not exceed the amount of fees that would have been payable had the purchase order not been pre-terminated. You agree that this is ANZGSO's sole liability and your exclusive remedy for the pre-termination of the purchase order.

These clauses apply if goods are to be supplied.

12) To the extent permitted by the applicable law, title to goods, and risk of loss or damage to them, passes to ANZGSO upon acceptance by ANZGSO, provided that if ANZGSO has not paid for the goods at the time of acceptance then title will not pass until the time of payment.

13) Delivery will only be accepted if:

- a)** The whole order arrives as a single delivery (unless otherwise specified or agreed by the ANZGSO Requestor);
- b)** all items are securely packed and identified as required by ANZGSO 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.

14) Goods will only be accepted after unpacking and inspection by ANZGSO, regardless of when this occurs. ANZGSO may deliver items into its store without inspecting them at the time of delivery. ANZGSO has the right to withhold any payment of money due to you until such time as the goods comply with this order. ANZGSO's signing any delivery receipt or 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 ANZGSO subsequently finds not to be acceptable. To the extent applicable, this paragraph shall also apply to all supply of services.

15) Where goods must be installed, you will install them and confirm their proper operation and compliance with the warranties in these purchase order terms.

16) You must repair or replace defects in or damage to goods (other than damage caused by ANZGSO) identified within 12 months after delivery, at your own cost as soon as reasonable after ANZGSO notifies you of such.

Clauses 17 to 22 apply if services are to be supplied.

17) You will advise ANZGSO immediately of any actual or potential conflict of interest arising during provision of services to ANZGSO. If ANZGSO considers a conflict to adversely affect its interests, it may terminate the purchase order by serving written notice to you with immediate effect upon your receipt of the same. 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. ANZGSO will pay for any services that you have already provided to ANZGSO at the date of the termination.

- 18)** New IP (including copyright) you create in providing services will be owned by ANZGSO and you assign such IP rights to ANZGSO from their date of creation. You grant a perpetual, irrevocable, non-exclusive, worldwide license to exercise all IP rights not assigned by you to ANZGSO but owned or licensed by you to the extent such a license is necessary for ANZGSO 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 ANZGSO's (or any ANZ Group member's) trademarks, logos, business names or brand names (whether registered or unregistered) without the prior written consent of ANZGSO.
- 19)** You will ensure everyone you provide to ANZGSO to perform the services is properly qualified and adequately experienced, works diligently, reliably and to a high standard, conducts themselves with integrity, abides by ANZGSO's policies, including occupational health and safety policies, and complies with the terms of this purchase order. If ANZGSO has any concerns with the competence, performance or attitude of any person, engaged by you to perform services to ANZGSO, you will review with ANZGSO the person's performance and on ANZGSO's reasonable request, you will replace the person with another person acceptable to ANZGSO.
- 20)** You may only use subcontractors or personnel in substitution for personnel named or described in any attachment to this purchase order if ANZGSO consents in writing. Notwithstanding such consent by ANZGSO, you shall remain responsible for all obligations and liabilities of any subcontractor, including its acts or omissions. Any and all goods and/or services provided by a subcontractor shall be deemed subject to this purchase order and you shall be fully responsible therefor. You shall ensure that all subcontractors comply with this purchase order and all applicable laws, rules, regulations, and all health, safety and environmental guidelines requested or deemed appropriate by ANZGSO.
- 21)** You expressly acknowledge and agree that you are an independent contractor with respect to the performance of your obligations under this purchase order. Neither you nor any of your employees or subcontractors rendering any goods or services pursuant to this purchase order shall be deemed an employee or act as agent or employee of ANZGSO. You shall be their employer, and shall be held solely liable for all employment obligations arising from employer-employee relationship with them.
- 22)** You must maintain professional liability insurance for a minimum of AUD 2 million or the local currency equivalent for liability to ANZGSO for breach of professional duty caused by your act or omission.
- 23)** You:
- a)** Acknowledge that ANZGSO is committed to engaging suppliers whose environmental, ethical and social performance is of high standard; and

b) agree that you must comply with ANZ's Supplier Code of Practice current at the date of the purchase order and available at anz.com or as notified to you by ANZGSO from time to time. If ANZGSO notifies you of changes to its Supplier Code of Practice during the term of the purchase order, and such change has a material adverse impact on you, then at your request, ANZGSO will enter into good faith discussions with you to endeavour to minimize the impact or compensate you for the adverse impact.

Additional Representations and Warranties

- 24)** You shall provide the goods and/or services required hereunder with due diligence and in a safe, competent and workmanlike manner, in strict conformity with this purchase order and the requirements of all statutes, rules and regulations and ordinances of any agency or other governmental authority having jurisdiction, and in accordance with all health, safety and environmental policies and guidelines requested or deemed appropriate by ANZGSO.
- 25)** You possess skilled personnel and adequate resources for the provision of the goods and/or services, as well as the technical competence, financial capability and management skills for the performance of your obligations hereunder.
- 26)** You certify that all supplies, equipment, goods and/or services that will be furnished by you under this order have been manufactured, processed and delivered, and all labour will be performed in full conformance, with all applicable laws, ordinances, rules and regulations.
- #### **General**
- 27)** You will keep confidential all information (which is of its nature confidential) about ANZGSO, 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 ANZGSO. In relation to any personal information (being any information about an individual whose identity is apparent or can reasonably be ascertained from the information) that you collect, handle or process as part of performing your obligations under this purchase order, you undertake to comply with the Philippine Data Privacy Act and its implementing rules, and all applicable data protection and privacy laws and regulations that relate to the protection of such personal information.
- 28)** You must maintain third party liability insurance for a minimum of AUD 10 million or the equivalent amount in Philippine Peso covering loss or damage to real or personal property and to any person injured or killed.
- 29)** 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.
- 30)** You acknowledge that ANZGSO is prohibited from dealing with any supplier which is a sanctioned entity under the laws of any country in which ANZGSO or

ANZ Group members operate. ANZGSO 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 ANZGSO 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.

- 31)** 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 any member of the ANZ Group, 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 (including foreign public officials); (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. You must notify ANZ in writing as soon as reasonably possible and in any event within 24 hours upon becoming aware of a breach or a potential breach of this clause 31.
- 32)** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining unaffected provisions of this Agreement will not in any way be impaired, and the invalid, illegal, or unenforceable provision will be restated or amended to reflect the original intention of the Parties.
- 33)** In relation to any personal information (being any information about an individual whose identity is apparent or can reasonably be ascertained from the information) that you collect, handle, process, share, transfer, disclose and/or store as part of performing your obligations under this Agreement, you must comply with the Data Privacy Act of 2012 (Republic Act No. 10173) and its Implementing Rules and Regulations, including the implementation

of reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information against any accidental or unlawful use, destruction, alteration, and disclosure, as well as against any unlawful processing, transfer and sharing, and comply with all other applicable data protection and privacy laws and regulations that relate to the protection of such personal information. Any personal data collected, handled, processed, shared, transferred, disclosed and/or stored in connection with this Agreement shall be governed by the Data Privacy Act of 2012. Personal information shall not be collected, handled processed, shared, transferred, disclosed and/or stored without the consent of the individual person providing the information. Where applicable, you warrant that you are authorized to share the personal information of your officers, directors, employees and agents, and where applicable, you consent to the collection and processing of personal information of your officers, directors, employees and agents. Provided that, you will ensure that they will be bound by the confidentiality and privacy obligations under this clause by requiring them to execute a confidentiality deed in a form compliant with the Data Privacy Act of 2012. At the request of ANZGSO, you will furnish it with a certification attesting to the fact of their execution of the deed, and the content of the deed's compliance with the Data Privacy Act of 2012.

- 34)** Should you be compelled to disclose any of the confidential information of ANZGSO or any personal information that you collect, handle or process as part of performing your obligations under this Agreement, by a judicial order, you must notify ANZGSO in writing prior to disclosure.
- 35)** In performing your obligations under this agreement, you must comply with all applicable modern slavery laws, statutes, regulations and codes from time to time in force; and take reasonable steps to ensure that there is no modern slavery or human trafficking in your or your subcontractors' supply chains or business operations.
- 36)** This purchase order is governed by Philippine law and disputes will be heard under the law and in courts of the Makati City, Philippines.