

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **Suncorp Corporate Services P/LABN 69 074 966 466 (Suncorp)**

#### **1. The Agreement –**

The Supplier acknowledges and agrees that the terms and conditions provided in this Purchase Order will only apply if the Supplier does not already have an executed agreement with Suncorp that would be deemed applicable for the goods and service provided under this Purchase Order. In such instances, the terms of the executed agreement shall govern the supply of goods and services as specified in this Order.

#### **2. Suppliers Acceptance -**

The Supplier can accept this Order by notifying Suncorp of its acceptance, or by supplying the goods and services to Suncorp.

#### **3. Supply of Services –**

The Supplier must, and ensure that its Personnel; (a) perform the services with due care and skill and in a professional, punctual and diligent manner and with the level of service generally expected in a commercial arrangement for the provision of services under the Order; and (b) possess and will use the specific skills, qualifications and experience required for the services under the Order.

#### **4. Subcontracting –**

The Supplier may engage any subcontractor or otherwise arrange for another person to perform or to discharge any of the Supplier's obligations under any Order without first obtaining the prior written consent of Suncorp. The Supplier will not be relieved of any of its liabilities or obligations to Suncorp under any Order by the appointment of any subcontractor and the Supplier remains liable for the performance of all of its obligations under all Orders.

#### **5. Supply of Goods -**

The Supplier; (a) must pack the goods to ensure their secure and safe delivery; (b) deliver the goods at a time and location nominated by Suncorp; (c) deliver with the goods any necessary documentation (such as operating or installation manuals, manufacturer warranties and reference materials); (d) allow Suncorp to make as many copies of the documentation as it requires; and (e) agrees that title in the goods will pass to Suncorp on delivery. Risk of loss or damage to the goods passes to Suncorp upon delivery of the goods.

#### **6. Defective Goods -**

Where the goods are Defective, Suncorp may, without prejudice to Suncorp's other rights and remedies, at its option: (i) reject the goods; or (ii) accept the goods on terms acceptable to Suncorp (including a reasonable reduction to the Fees). If Suncorp rejects the goods, the Supplier will promptly collect the goods from Suncorp and, unless Suncorp agrees to accept replacement goods (in which case the replacement goods must be supplied in accordance with this Order), the Supplier will refund all amounts paid by Suncorp in respect of the goods.

#### **7. Warranty –**

The Supplier warrants that: (i) during the Warranty Period the goods are not Defective; (ii) the goods are new and have not been previously used; (iii) at the time title in the goods passes to Suncorp, the goods are free from all liens, charges and encumbrances of any kind; (iv) Suncorp's use of the goods will not infringe another person's intellectual property rights; and (v) the goods comply with applicable laws. Without limiting clause 6, where the goods are Defective during the Warranty Period, Suncorp may advise the Supplier and the Supplier will arrange for the repair or replacement (as necessary) of the goods at no cost to Suncorp.

#### **8. Fees and Invoicing –**

Unless otherwise agreed, the Fees includes all costs associated with the provision of the goods and services under the Order (including all packing, delivery, all Government taxes, duties and charges, including GST and any other expenses). The Supplier will invoice Suncorp within 7 days after delivery of the Goods. Unless otherwise agreed, all invoices must be a proper tax invoice and include the number of this Order and the Supplier's registration number and must be in Australian currency and Suncorp's obligation to pay money is an obligation to pay in Australian dollars. Suncorp will pay the Supplier the amount due under a correct invoice within 30 days after the date of receipt of a correctly rendered invoice. Suncorp is not liable to pay amounts in respect of any goods or services which Suncorp reasonably determines as not being provided in accordance with the terms of this Order. Where Suncorp, acting reasonably, queries or disputes an amount included in an invoice, Suncorp does not have to pay the relevant portion of the invoice until the query or dispute is resolved. The Supplier is solely responsible for payment of all taxes and taxation obligations imposed on the Supplier arising directly or indirectly from the provision of the Services (including, without limitation, income tax). Suncorp may withhold tax from payments to the Supplier if required to do so by legislation.

#### **9. Suncorp Group –**

The Supplier will perform this Order for the benefit of the Suncorp Group and the Suncorp Group is entitled to rights and privileges under this Order as if references to Suncorp include the Suncorp Group. Suncorp may assign the benefit or obligations of this Order to a member of the Suncorp Group without the consent of the Supplier, and in that event Suncorp will notify the Supplier.

#### **10. Changing or Cancelling an Order**

Suncorp may change or cancel an Order by notifying the Supplier prior to delivery of the goods and services. If an Order is cancelled by Suncorp prior to the delivery of the goods and services, Suncorp will reimburse the Supplier for the direct costs incurred by the Supplier resulting from the cancellation of an Order and which are supported by reasonable evidence from the Supplier substantiating such costs.

If an Order is changed by Suncorp prior to the delivery of the goods and services, Suncorp will reimburse the Supplier for the direct costs incurred by the Supplier that have resulted in wastage and which are supported by reasonable evidence from the Supplier substantiating any wastage suffered.

The Supplier agrees to do everything reasonably possible to promptly mitigate any costs incurred by the Supplier as a result of Suncorp's change or cancellation to an Order.

#### **11. Suncorp Data**

##### **11.1 Property of Suncorp**

Suncorp Data remains the property of Suncorp and the Supplier acquires no rights or interest in Suncorp Data.

##### **11.2 Use of Suncorp Data**

- (a) The Supplier must not use or modify Suncorp Data other than for the purposes of, and to the extent necessary for, the proper provision of the goods and services or unless otherwise agreed in writing by both parties.
- (b) The Supplier must not disclose Suncorp Data to any third party without Suncorp's prior written approval, except for its subcontractors solely to the extent required to enable them to perform their part of the Supplier's obligations under this agreement.
- (c) The Supplier must not change the location of any Suncorp Data (either within or outside of Australia) during the Term of the agreement without Suncorp's prior written approval of the relocation. In seeking Suncorp's approval, the Supplier must provide the information required by Suncorp to assess whether the proposed relocation is compliant with Suncorp's external party security standard (EPSS).

##### **11.3 Security of Suncorp Data**

- (a) The Supplier must take reasonable care (including adhering to security procedures notified by Suncorp) of Suncorp Data and with the preservation, installation or handling of it.
- (b) The Supplier must establish, maintain and enforce information security controls against the unauthorised access, destruction, loss, alteration, disclosure or misuse of Suncorp Data in the possession or control of the Supplier, and its subcontractors. These information security controls must be designed, implemented and tested appropriately having regard to the risk and potential consequences of unauthorised access, destruction, loss, alteration, disclosure or misuse of Suncorp Data.
- (c) The Supplier must comply with Suncorp's security procedures that relate to Suncorp Data (as notified and provided by the Suncorp from time to time).
- (d) The Supplier must regularly (and at least once per calendar year) audit and test its technology and information security controls to ensure the design effectiveness and operating effectiveness of the controls, and promptly take steps reasonably required to implement any recommendations arising out of such audits and testing.
- (e) The Supplier must provide Suncorp and its auditors and professional advisers with details of the information security controls implemented by the Supplier and the results of audits and testing completed under paragraph 11.3(d). The Supplier must cooperate with Suncorp and its auditors and professional advisers in connection with any evaluations, reviews, assurance testing and audits of the design and operating effectiveness of the information security controls of Suncorp and/or its suppliers.

#### 11.4 Return of Suncorp Data

The Supplier must within 7 days of Suncorp's request and at Suncorp's election either return Suncorp Data to Suncorp in the form requested by Suncorp, or securely and permanently destroy Suncorp Data and certify its destruction.

#### 11.5 Data Security Incidents

- (a) The Supplier must document, implement and maintain a plan setting out the Suppliers' policies, systems and procedures for responding to any Data Security Incident (the **Data Security Response Plan**). The Supplier must make the Data Security Response Plan available for inspection by Suncorp if requested by Suncorp.
- (b) The Supplier must implement and maintain robust mechanisms in place to detect and respond to any actual or suspected Data Security Incidents.
- (c) The Supplier must:
  - (i) immediately, and in any event within 24 hours, inform Suncorp in writing of (A) any actual or suspected Data Security Incident or (B) any data security incident that has been notified to other regulators in Australia or other jurisdictions. The notification given by the Supplier must, at a minimum:
    - A. describe the nature of the Data Security Incident and, if applicable, the categories and numbers of persons, and the categories and numbers of Personal Information records, affected or otherwise concerned;
    - B. include the name and contact details of the data protection officer or other relevant contact from whom more information may be obtained;
    - C. where available, describe the likely consequences of the Data Security Incident and any measures taken or proposed to be taken to address it;
  - (ii) regularly update Suncorp on all known details about the Data Security Incident, including details of the Suncorp Data, Personal Information and/or systems of Suncorp and/or the Supplier that have been accessed or compromised, whether the Data Security Incident has ceased or is ongoing, the root cause of the Data Security Incident, and any the progress of any remedial actions;
  - (iii) take immediate action to stop the Data Security Incident (including where relevant by preventing access) and minimise and mitigate its effects;
  - (iv) retain and preserve all data critical to identifying the nature, extent and cause of the Data Security Incident;
  - (v) follow all reasonable directions from Suncorp regarding the Data Security Incident and cooperate with Suncorp in any investigation or audit in respect of the Data Security Incident.
- (d) Suncorp is 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, and the Supplier must not disclose to any third party (including any regulatory authority) the existence of or circumstances surrounding any Data Security Incident without the prior written consent of Suncorp (such consent not to be unreasonably withheld or delayed)

#### 12. General

- (a) The parties may not assign or otherwise transfer all or any rights or liabilities under this Agreement without the prior written consent of the other party (which will not be unreasonably withheld).
- (b) The Supplier and its Personnel will comply with applicable laws and standards (including work health and safety, the Privacy Act 1988 (Cth) and the Modern Slavery Act 2018 (Cth), Supplier Code of Practice and Suncorp's Code of Conduct) and in accordance with Suncorp's policies and procedures as relevant to this Order and reasonably nominated by Suncorp, and will download Suncorp's standards and procedures in accordance with the obligations arising out of or in connection with this Agreement; available at <https://www.suncorpgroup.com.au/about/corporate-governance>, or alternatively contact their Suncorp representative for copies or if they have any questions regarding content.

- (c) The Supplier and its Personnel will cooperate with Suncorp and do things reasonably required by Suncorp to give effect to this Order.
- (d) If the Supplier becomes aware of a matter which is likely to affect materially the ability of the Supplier to perform this Order, it will immediately notify Suncorp of it.
- (e) This Order constitutes the entire agreement between Suncorp and the Supplier in relation to its subject matter.
- (f) This Order is governed by and construed in accordance with the law of Queensland and the parties submit to the jurisdiction of the Courts of Queensland.
- (g) This Order may only be varied by a document signed by or on behalf of each party.
- (h) The Supplier must not issue or make statements or comments to the public, the press or other persons or authorise a person to do those things, regarding any Order or matters arising in relation to them (including referring to Suncorp as a reference site for the Supplier) without Suncorp's consent which it will not unreasonably withhold.
- (i) The Supplier's appointment is non-exclusive, so Suncorp may acquire similar services from other persons or perform similar services itself.

### **13. Definitions**

**Data Security Incident** means any:

- (a) misuse, interference or loss, or accidental or unauthorised access, modification or disclosure of Suncorp Data, or Personal Information of Suncorp's employees, contractors, officers or customers, in the possession or control of the Supplier, Supplier Associates or Supplier's Subcontractors; or
- (b) misuse, interference or unauthorised access to any systems of the Supplier.

**Defective** means that the goods; (i) have an error, defect or malfunction; (ii) are not fit for the purpose made known by Suncorp or are not of merchantable quality; (iii) do not conform with a sample or test good provided by the Supplier; or (iv) otherwise do not comply with the requirements of this Order.

**Order** means this document and purchase order forms which contain the specific details of the goods and services to be supplied.

**Personnel** of a person means that person's directors, officers, subcontractors and employees.

**Suncorp Data** means all data and information relating to the Suncorp Group 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 a Service and any other data relating to the Services, including Suncorp's Confidential Information.

**Suncorp Group** means Suncorp and its related bodies corporate.

**Supplier** means the person identified on the purchase order form as the supplier of the goods and services.

**Warranty Period** means the period commencing on delivery of the goods to Suncorp and continuing for the period specified on the purchase order form or, if no period is specified, for 90 days.