



PURCHASE ORDER TERMS AND CONDITIONS

Suncorp Corporate Services P/L ABN 69 074 966 466 (**Suncorp**)

1. The Agreement

a) The Supplier acknowledges and agrees that the terms and conditions provided in this Purchase Order (**Agreement or Order**) will apply if the Supplier does not already have an executed agreement with Suncorp that would be deemed applicable for the Goods and Services provided under this Order. Where an executed agreement is in place, the terms of that agreement shall govern the supply of Goods and Services as specified in this Order.

b) For clarity, the parties acknowledge and agree that the terms of this Order will apply and govern the supply of Goods and Services as specified in this Order and the related Quotation, even if the Supplier presents Suncorp with a Quotation for Goods or Services that contains the Supplier's terms and conditions (except where Suncorp has expressly agreed in writing that those terms and conditions will apply to the Goods and Services specified in this Order, in which case those terms and conditions will apply).

2. Suppliers Acceptance

The Supplier can accept this Order by notifying their Suncorp representative of its acceptance in writing, or by supplying the Goods and Services to Suncorp.

3. Supply of Services

The Supplier must: (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 the type of Services provided under this Order; and (b) take reasonable steps to ensure that its Personnel performing the Services possess and will use the specific skills, qualifications and experience required to perform the Services under this Order.

4. Subcontracting

The Supplier must not engage any Subcontractor or otherwise arrange for another person to perform or to discharge any of the Supplier's obligations under any part of an Order without first obtaining the prior written consent of Suncorp, which consent shall not be unreasonably withheld, conditioned or delayed. A sub-contracting arrangement will not relieve the Supplier from the performance of any obligations under this Order and the Supplier will be liable for all acts and omissions of a Subcontractor as though they were acts or omissions of the Supplier.

5. Supply of Goods

The Supplier must: (a) pack the Goods in a reasonably secure and safe manner for delivery; (b) deliver the Goods at a time and location reasonably nominated by Suncorp; (c) deliver with the Goods any associated 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 reasonably requires where the Supplier holds the rights necessary to give this permission, or otherwise the Supplier must take all reasonable steps to secure such permission for Suncorp from the third party who holds the relevant rights; and (e) agree 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 or Services are Defective, Suncorp may, without prejudice to Suncorp's other rights and remedies, at its option: (i) reject the Goods or Services; or (ii) accept the Goods or Services on terms acceptable to Suncorp acting reasonably and in good faith (including a reasonable reduction to the Fees or a repair of the Goods or replacement of the Services provided promptly and at no cost to Suncorp after which the Goods or Services must no longer be Defective and must meet all requirements specified in this Order). If Suncorp rejects the Goods or Services, the Supplier will promptly collect the Goods from Suncorp and, unless Suncorp agrees to accept replacement of the Goods or Services (in which case the replacement Goods or Services must be supplied reasonably promptly and meet all requirements specified in this Order), the Supplier will refund all amounts paid by Suncorp in respect of the Goods or Services. If the parties are unable to agree



on whether the Goods or Services are Defective (or remain so after a repair or replacement), then the parties will seek to resolve the dispute through the dispute resolution process set out in clause 14 of this Agreement.

7. Warranty

The Supplier warrants that: (i) during the Warranty Period the Goods or Services 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 or Services will not infringe another person's intellectual property rights; and (v) the Goods or Services comply with Applicable Laws. Without limiting clause 6, where the Goods or Services are Defective during the Warranty Period, Suncorp may advise the Supplier and the Supplier will arrange for the prompt repair or replacement (as necessary) of the Goods or Services at no cost to Suncorp.

8. Fees and Invoicing

Unless otherwise agreed, the "Fees" include all costs to Suncorp associated with the acquisition of the Goods and Services under the Order (including all packing, delivery, all Taxes and any other expenses). The Supplier will invoice Suncorp within thirty (30) days after delivery of the Goods. Unless otherwise agreed, all invoices must be a valid tax invoice, include the number of this Order and the Supplier's registration number and must be in Australian currency. Suncorp's obligation to pay money is an obligation to pay in Australian dollars. Suncorp will pay the Supplier the amount due under an invoice within thirty (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 are not provided in accordance with the terms of this Order. Where Suncorp, acting reasonably and in good faith, 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 (but must pay the undisputed balance of the invoice). The parties agree that they will co-operate to resolve any dispute fairly, in good faith and without undue delay. If the parties are unable to achieve resolution, then the parties will seek to resolve the dispute through the dispute resolution process set out in clause 14 of this Agreement.

The Supplier is responsible for all Taxes imposed by an Authority in connection with the Agreement, and subject to clause 8.1, amounts due to the Supplier under the Agreement are inclusive of all Taxes. Suncorp may withhold or recoup Taxes from payments to the Supplier if required by an Authority. The Supplier agrees that Suncorp is not required to increase the payment to the Supplier by an amount withheld under this clause.

8.1 GST

(a) Interpretation

- (i) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)
- (ii) **GST Law** has the meaning as in the GST Act
- (iii) In this clause, a word or expression defined in the GST Law has that same meaning.

(b) GST gross up

- (i) Unless stated to the contrary, all consideration used in this Agreement, including amounts or values used in the calculation of consideration, shall be exclusive of GST.
- (ii) If a party makes a supply pursuant to this Agreement, and GST is payable on that supply, the consideration for the supply (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST imposed by the GST Law on that supply, or part thereof.

(c) Reimbursements

- (i) If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be
- (ii) reimbursed or indemnified is first reduced by an amount equal to any input tax credit the other party is entitled to in respect of the loss, cost or expense, and then increased in accordance with clause 8.1(b)(ii) where applicable.

(d) Tax Invoice

A party need not make a payment for a taxable supply made pursuant to this Agreement until it receives a valid tax invoice for the supply to which the payment relates.

(e) Adjustments

If an adjustment of GST is required as a result of an adjustment event in respect of a supply or acquisition made pursuant to this Agreement, then:

- (i) a corresponding adjustment of GST payable under this Agreement must be made between the parties within twenty one (21) days after the end of the tax period in which the adjustment is attributable, and
- (ii) the supplier must issue an adjustment note within twenty one (21) days after the end of the tax period in which the adjustment is attributable.

9. Suncorp Group

- (a) The Supplier will perform this Order for the benefit of the Suncorp Group (including Suncorp-Metway Limited (**SML**)) and the Suncorp Group is entitled to rights and privileges under this Order as if references to Suncorp include the Suncorp Group.
- (b) The parties acknowledge Suncorp's intention to divest SML and agree that, for this purpose, Suncorp may novate this Agreement to SML by giving the Supplier at least 30 days' written notice of the novation and the Supplier irrevocably agrees that, on Suncorp giving such a notice to the Supplier, this Agreement is novated from Suncorp to SML so that:
 - (i) SML replaces Suncorp under this Agreement and a reference in this Agreement to Suncorp must be read as a reference to SML;
 - (ii) SML obtains the rights of Suncorp, assumes the liabilities of Suncorp and must perform all of the obligations of Suncorp under this Agreement;
 - (iii) the Supplier releases Suncorp (other than SML) from all obligations and liabilities in connection with this Agreement from the date the novation occurs; and
 - (iv) this Agreement otherwise continues on the same terms and conditions as between the Supplier and SML.

10. Changing or Cancelling an Order

Suncorp may change or cancel an Order by notifying the Supplier on reasonable notice 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 to its Subcontractors and 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 in writing 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 notified in writing that relate to Suncorp Data (as reasonably notified and provided by 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), on request by Suncorp acting reasonably and in good faith. The Supplier must, on request by Suncorp, acting reasonably and in good faith, 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 seven (7) days of Suncorp's written request and at Suncorp's election either, return Suncorp Data to Suncorp in a form agreed by the parties 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 during Business Hours 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) as soon as reasonably practicable, and in any event within twenty four (24) hours, inform their Suncorp representative 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 the progress of any remedial actions;

- (iii) immediately take all reasonable steps 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, acting in good faith, 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 unless and only to the extent compelled to do so under any Applicable Law) the existence of or circumstances surrounding any Data Security Incident without the prior written consent of Suncorp (such consent not to be unreasonably withheld, conditioned or delayed).

12. Confidentiality

12.1 Receiving Party not to disclose Confidential Information

The Receiving Party must not, during or after the term of this Agreement, disclose Confidential Information directly or indirectly to any third party except:

- (a) with the Discloser's prior written consent;
- (b) as required by any Applicable Laws;
- (c) in the case of the Supplier, to its Personnel, professional advisors and Subcontractors that have a need to know the Confidential Information for the purpose of the Supplier performing the Services (**Additional Disclosees**); or
- (d) in the case of Suncorp, to any member of the Suncorp Group, and the Personnel, service providers and agents of Suncorp and any member of the Suncorp Group, that have a need to know the Confidential Information for the purposes of Suncorp's and the Suncorp Group's business or operations (**Additional Disclosees**).

12.2 Additional Disclosees

The Receiving Party must take all reasonable steps to ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause.

12.3 Breach of confidentiality

If the Receiving Party becomes aware of a suspected or actual breach of this clause by the Receiving Party or an Additional Disclosee, the Receiving Party must notify the Discloser as soon as reasonably practicable, and in any event, within one (1) Business Day, and take all reasonable steps required to prevent or stop the suspected or actual breach.

12.4 Use of Confidential Information

The Supplier must only use Suncorp's Confidential Information for the purposes of this Agreement.

12.5 Return of Confidential Information

The Supplier must, on Suncorp's written request:

- (a) return to Suncorp (in a form agreed by the parties); or
- (b) securely and permanently destroy,
 - ' materials containing Confidential Information of Suncorp and any member of the Suncorp Group when:
 - (i) they are no longer required by the Supplier;
 - (ii) this Agreement terminates or expires; or
 - (iii) as otherwise when directed by Suncorp, acting reasonably.

13. Insurance

- (a) During the term of this Agreement the Supplier must maintain, or cause to be maintained the following insurance covering it and its Personnel:
 - (i) public liability insurance of at least \$10 million for each and every occurrence;
 - (ii) if products are provided/supplied under this Agreement, products liability insurance of at least \$10 million for any one occurrence and in the annual aggregate; and
 - (iii) if the Supplier is providing Services of a professional nature, professional indemnity insurance or errors and omissions insurance no less than \$2 million any one claim and in the annual aggregate and such insurance must be maintained for at least three (3) years after the end of this Agreement.
- (b) If the Supplier uses a sub-contractor, the Supplier must ensure that its sub-contractors and their Personnel are similarly insured as required for the Supplier and its Personnel under clause 13(a).
- (c) The Supplier must provide Suncorp with a copy of the insurance policies (and or certificates of currency) referred to in this clause 13 before this Agreement commences and thereafter within seven (7) days of a reasonable request by Suncorp.
- (d) If any of the insurances required under clauses 13(a) and 13(b) are not, or cease to be, available to the Supplier at all or on reasonable commercial terms, the Supplier must notify its Suncorp representative as soon as reasonably practicable, and in any event, within five (5) Business Days of becoming aware of that fact, and provide its plan for obtaining alternative cover or managing the uninsured risk.

14. Dispute Resolution

If a dispute arises in connection with this Agreement, the parties agree to meet within five (5) days after receiving written notice from the other party of the occurrence of a dispute. If the parties are unable to resolve the dispute within thirty (30) days, the parties agree to seek an amicable settlement of the dispute by mediation prior to the commencement of litigation. The mediation shall take place in Brisbane, Australia, or other mutually convenient time and place agreed by the parties, or by telephone or virtual conference.

Unless otherwise specified in this Agreement, notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement.

15. Privacy

The Supplier must in relation to Personal Information:

- (a) use and disclose it only for the purpose of performing the Supplier's obligations under this Agreement;
- (b) not do or omit to do anything which would cause Suncorp to contravene the Privacy Laws or the Privacy Policy;
- (c) not use or disclose it for sale, profit or any other benefit;
- (d) collect, use, disclose, hold or destroy or de-identify it in accordance with this Agreement, the Privacy Law and the Privacy Policy, including taking reasonable steps to ensure it is protected against misuse or loss or any unauthorised access, use, modification or disclosure;
- (e) ensure only authorised Personnel have access to it, on a need to know basis only. The Supplier will ensure that those Personnel, including Subcontractors, their Personnel and Supplier Associates who may be fulfilling a requirement in relation to this Agreement, will maintain and use the Confidential Information on terms equivalent to this clause 15;
- (f) notify its Suncorp representative as soon as possible, and in any event, within one (1) Business Day, if the Supplier, the Supplier's Personnel, any Subcontractor or their Personnel or a Supplier Associate becomes aware:
 - (i) of an actual or alleged breach of this clause, the Privacy Laws or the Privacy Policy by them;

- (ii) an enquiry, complaint or dispute has been received or may be made by an individual in relation to a breach of the Privacy Laws or the Privacy Policy with respect to that individual's Personal Information;
 - (iii) they are, or may be required to, at law or otherwise, disclose Personal Information for a purpose other than the permitted disclosures under this Agreement, to the extent notification is permitted by Applicable Law; or
 - (iv) an individual has requested access to or correction of their Personal Information, other than a request that arises out of the day-to-day management of that individual's Personal Information under a relationship (if any) with the Supplier;
- (g) acknowledge that, to the extent permitted by Applicable Law, Suncorp will deal with the matters in subclause 15(f) and the Supplier must, as soon as possible (unless otherwise agreed):
- (i) comply with all reasonable directions issued by Suncorp,
 - (ii) produce all necessary information within the Supplier's power to produce or take all reasonable steps to procure the production of such information; and
 - (iii) do all things reasonably necessary (including where relevant, to prevent further misuse or loss or unauthorized access, use, modification or disclosure),
- to assist Suncorp with Suncorp's compliance obligations under this clause, the Privacy Laws and Privacy Policy and to enable Suncorp to take steps to resolve, respond to or otherwise deal with the matters in subclause 15(f);
- (h) without limiting the operation of subclause 15(g), agree not to contact the Regulator other than to the extent legally required to do so under any Applicable Law in relation to the matters in subclause 15(f) without Suncorp's prior written approval, which will not be unreasonably conditioned or withheld.

16. Regulator

16.1 Supplier to comply with Suncorp's requests

- (a) If Suncorp acting reasonably, requests, the Supplier must and must procure that its Subcontractors:
- (i) allow a Regulator, at the Regulator's request, access to documentation and information related to the Goods, Services and this Order;
 - (ii) if the Regulator considers it necessary, allow the Regulator to conduct on-site visits of the Supplier and/or its Subcontractors; and
 - (iii) cooperate in good faith with the Regulator's or Suncorp's requests for information and assistance.

16.2 Supplier to assist Suncorp regarding a Regulator

- (a) The Supplier must comply with any reasonable directions given by Suncorp that are necessary or desirable to assist the Suncorp Group in its dealings with a Regulator in connection with this Order.
- (b) The Supplier must not communicate directly with a Regulator in relation to the Order, Goods or Services or the Suncorp Group without giving Suncorp a reasonable opportunity to comment on the proposed communication, except to the extent the Supplier is required to do so by any Applicable Law.

16.3 Confidentiality

If a Regulator conducts an on-site visit of the Supplier, the Supplier must not disclose or advertise that fact to any person, except as necessary to coordinate with other institutions regulated by that Regulator and that are existing clients of the Supplier or to the extent required by any Applicable Law.

17. 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, conditioned or delayed).
- (b) The Supplier must comply with, and take all reasonable steps to ensure that it and its Personnel comply with, Applicable Laws (including work health and safety, the *Modern Slavery Act 2018* (Cth), the *Security of*



Critical Infrastructure Act 2018 (Cth)), and Suncorp's policies and procedures (including the Supplier Code of Practice and Suncorp's Code of Conduct) as relevant to this Order and reasonably nominated and provided by Suncorp (via this link: <https://www.suncorpgroup.com.au/about/corporate-governance> at the time of entry into this Agreement) and as amended by Suncorp from time to time to the extent reasonably necessary to protect the legitimate interests of Suncorp and as reasonably notified and provided by Suncorp.

(c) The Supplier and its Personnel will cooperate with Suncorp and do things reasonably required by Suncorp in writing 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 notify its Suncorp representative as soon as possible, and in any event within one (1) Business Day of becoming aware, with supporting details.

(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, Australia, and the parties submit to the non-exclusive 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, condition or delay.

(i) The Supplier's appointment is non-exclusive, so Suncorp may acquire similar services from other persons or perform similar services itself. Furthermore, there is no minimum volume of Services that Suncorp is obligated to acquire from the Supplier.

(j) The Supplier must comply with the additional terms and definitions in Appendix 1 which apply to any Services from the Supplier that qualify as a Financial Service.

(k) If the Supplier is being given access to and use of Suncorp's IT System under this Order then the Supplier must comply with the additional terms provided in Appendix 2.

18. Definitions

Authority includes any Federal, State or Local Government, or any ministry, department, court, tribunal, competition authority, commission, board, agency, institution or similar entity or administrative, fiscal or judicial authority of such government.

Applicable Laws means laws (including common law and statutory laws), regulations, mandatory standards, orders, subordinate legislation, or by-laws, ministerial directions and binding directions of the Regulators, as amended, replaced, re-enacted or succeeded from time to time.

APRA means the Australian Prudential Regulation Authority.

ASIC means Australian Securities and Investments Commission.

Business Day means a day on which banks are open for business in Brisbane, Queensland, excluding a Saturday, Sunday or public holiday.

Confidential Information means all information of, or provided by, the Discloser that is by its nature confidential, is designated by the Discloser as confidential, or that the Receiving Party knows or ought to know is confidential and includes data, information technology systems, business processes and strategies, but does not include information which is or becomes public knowledge without a breach of confidentiality.

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

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 a material error, defect or malfunction; (ii) are not fit for the purpose made known by Suncorp or are not of merchantable quality; (iii) do not materially conform with a sample or test good provided by the Supplier; or (iv) otherwise do not materially comply with the requirements of this Order. It does not include Goods that have a Minor Defect.

Discloser means the party providing or disclosing Confidential Information.



Financial Services means a “claims handling and settling service” within the meaning of section 766G(h) of the Corporations Act insofar as the Supplier provides accommodation procurement services to Suncorp’s insured parties, on behalf of Suncorp, to satisfy a liability of Suncorp under an insurance product in full or partial settlement of a claim under such insurance product.

Goods means the Goods the Supplier is required to supply under this Order.

Minor Defect means those Goods that have a defect that is slight or inconsequential in nature, having no real effect on the useability, form or quality of the Goods.

Order means this document and purchase order forms which contain the specific details of the Goods and Services to be supplied.

Personal Information has the meaning that term has in the Privacy Laws and includes any credit information or tax file information (if applicable).

For the purposes of this Order, Personal Information is limited to:

- (a) Personal Information provided to the Supplier by Suncorp or another person on behalf of Suncorp; or
- (b) Personal Information about an individual, collected by the Supplier from that individual or any other person;

for the sole purpose of performing or fulfilling the Supplier’s obligations under this Order.

For the avoidance of doubt, Personal Information excludes any personal information about an individual collected by the Supplier but which is not required to perform the obligations under this Agreement and/or which relates to the separate relationship (if any) between the Supplier and that individual.

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

Privacy Laws means:

- (c) the *Privacy Act 1988* (Cth);
- (d) any other Commonwealth, state and/or territory legislation, to the extent that legislation applies to Suncorp or the Supplier, which is in force and which affects privacy, Personal Information or the handling of personal data; and
- (e) any ancillary, rules, guidelines, orders, directions, codes of conduct or other legislative instruments made or issued under those Privacy Laws.

Privacy Policy means the Suncorp Group Privacy Policy in effect at the time of entry into this Order and provided by Suncorp to the Supplier at <https://www.suncorp.com.au/about-us/legal/privacy.html>, as amended from time to time to the extent necessary for compliance by Suncorp with Privacy Laws or otherwise necessary to protect the legitimate interests of Suncorp and as reasonably notified and made available to the Supplier.

Quotation means a document from a Supplier which includes information regarding the price or cost for Goods or Services, which can also be known as a quote, estimate, cost estimate, pricing estimate, offer price, bid price, cost proposal or bid pricing.

Receiving Party means the party that receives Confidential Information from the Discloser.

Regulator means any body having regulatory or supervisory authority over any part of the business or affairs of the Suncorp Group and includes but is not limited to APRA, ASIC, the Reserve Bank of Australia, AUSTRAC established under the *Financial Transaction Reports Act 1988* (Cth), ASX, the Commissioner of Taxation, the Privacy Commissioner and the Banking Ombudsman and their successors.

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

Services means all obligations, duties and responsibilities of the Supplier, in accordance with the services (and the supply of Goods if applicable) specified in an Order.

Subcontractor means a subcontractor of the Supplier and that Subcontractor’s Personnel if applicable.

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 Body Corporate.

Supplier means the person identified on the purchase order form as the supplier of the Goods and Services.

Supplier’s Associates means any Related Body Corporate of the Supplier and any officer, employee, worker, agent, contractor, consultant or adviser (including Subcontractors whether directly or indirectly engaged) of the Supplier or a Related Body Corporate of the Supplier who performs or may perform work in connection with the Supplier’s activities.

Taxes includes any federal, state, local, foreign or international taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Agreement, including without limitation, GST, together with applicable interest and penalties.



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 ninety (90) days.

CLAIMS HANDLING AS A FINANCIAL SERVICE AND COMPLAINTS

1. Definitions

Accounting Standards means:

- (a) the requirements of the Corporations Act regarding the preparation and contents of financial reports;
- (b) the accounting standards issued in accordance with the Corporations Act (including the Australian Accounting Standards issued by the Australian Accounting Standards Board and any authoritative interpretations issued by the Australian Accounting Standards Board; and
- (c) to the extent not inconsistent with items 1 and 2 above, generally accepted accounting principles and practices in Australia.

AFSL means Australian financial services licence.

AFSL Holder means any Suncorp Group entity that holds an AFSL under which the Services are provided.

ASIC Policy means any current policy or guidance published by ASIC, whether legally binding or not, including regulatory guides and information sheet.

Complaint means any expression of dissatisfaction or complaint about the Supplier, Suncorp, or any other entity in connection with any aspect of this Agreement, including any product, service or employee, made by an insured person (or any other person).

Financial Services means a “claims handling and settling service” within the meaning of section 766G(h) of the Corporations Act insofar as the Supplier provides accommodation procurement services to Suncorp’s insured parties, on behalf of Suncorp, to satisfy a liability of Suncorp under an insurance product in full or partial settlement of a claim under such insurance product.

Insured Person means a person who has an insurance contract with the Suncorp Group for whom the Supplier carries out Services for.

Regulatory Change means any:

- (a) change in Applicable Laws;
- (b) changes in ASIC Regulatory Guides, other guidance or position in respect of Applicable Laws;
- (c) changes in APRA standards or guidance in respect of the Applicable Laws;
- (d) changes in industry standards and codes of conduct applicable to Suncorp or the Supplier; or
- (e) change in applicable Accounting Standards (including the International Financial Reporting Standards).

Resources means any Personnel, sites, facilities, systems, software, source code materials, hardware, telecommunications, equipment, management systems, tools, methodologies, contracts, procedures and other resources necessary to perform any of the Services.

Serious Fraud means an offence involving fraud or dishonesty against an Australian law or any other law, that is punishable by imprisonment for life or for a period, or a maximum period, of at least three (3) months.

2. Obligations of Supplier

The Supplier must:

- (a) comply with Suncorp's internal policies and procedures as in force from time to time and notified to the Supplier, as reasonably required and related to the Suppliers obligations under this Agreement or a Purchase Order under this Order;
- (b) perform obligations under this Agreement:
 - (i) with due care and skill, to a high professional standard and to the best of the Supplier's ability and expertise;
 - (ii) efficiently, honestly and fairly;
 - (iii) in accordance with the Applicable Laws and ASIC Policy; and
 - (iv) in a manner which does not cause Suncorp to breach any condition of the AFSL of an AFSL Holder, the Applicable Laws or ASIC Policy;
- (c) not provide financial services on behalf of Suncorp outside the scope of the authority granted by Suncorp;
- (d) ensure that it and its employees, officers and contractors undertake all training requirements reasonably required by Suncorp from time to time and maintain a record of the training relevant to the Services and, if requested by Suncorp, provide details of that training to Suncorp;
- (e) ensure that it has access to adequate Resources (including financial, technological and human resources services) in order to provide the Services in compliance with the terms of this Agreement and the Applicable Laws;
- (f) advise Suncorp as soon as reasonably practicable, and in any event, within one (1) Business Day of any events or changes in the details relating to the Supplier in respect of providing any Financial Services in the course of its provision of the Services that must be notified to ASIC or APRA; and
- (g) provide all information, documentation and general assistance reasonably requested by Suncorp which allows Suncorp to satisfy itself that it has complied with its obligations in relation to the initial and ongoing appointment of the Supplier under the Corporations Act and ASIC Policy.

3. Complaints

The Supplier will:

- (a) notify its Suncorp representative within one (1) Business Day of receiving of any Complaint made by an Insured Person whether it be verbal, in writing or via any other form of communication, i.e. social media;
- (b) provide Suncorp with all information, cooperation and assistance reasonably requested by Suncorp to deal with any such Complaint and follow Suncorp's Complaints process in accordance with Schedule 1 and of this Appendix 1;
- (c) complete any training on the Complaints process that is provided and reasonably required by Suncorp.

4. Termination

4.1 Termination by Suncorp for cause

Suncorp may terminate this Agreement immediately in writing if:

- (a) the Supplier becomes subject to a banning order made by ASIC, or a disqualification order or other order made by a court, under Division 8 of Part 7.6 of the Corporations Act; or

- (b) a director or officer of the Supplier, is charged with any criminal offence which, in the reasonable opinion of Suncorp, brings Suncorp into disrepute or gives Suncorp reason to believe that the Supplier, director or officer is not of good fame and character.

4.2 Supplier must notify Suncorp

The Supplier must promptly notify its Suncorp representative, and in any event, within one (1) Business Day, if at any time from the date of this Agreement it becomes aware that an act or event has occurred that would or might reasonably be expected to result in the occurrence of any of the events outlined in clause 4.1(a) or (b) and must also provide Suncorp with details of that act or event.

5. Regulator

5.1 Cooperation and assistance

Where the Supplier engages with a Regulator, or receives material written correspondence from a Regulator, in relation to this Agreement or the Services, the Supplier must promptly and in any case, within one (1) Business Day, inform Suncorp and provide reasonable details of the engagement or correspondence (as relevant) to enable Suncorp to understand the nature and significance of any such engagement or material written correspondence, to the extent that this is permitted by Applicable Law.

5.2 Regulatory Change

- (a) Where a Regulatory Change occurs after the date of this Agreement that has a potential impact on the operation of this Agreement, the parties agree to act reasonably and to negotiate in good faith such amendments to this Agreement as may be required to address the Regulatory Change, with a view to giving effect to the same or substantially similar rights and obligations governing the arrangements between the parties prior to the Regulatory Change.
- (b) If the parties are unable to negotiate such amendments to this Agreement to address the Regulatory Change in accordance with clause 5.2(a), then the parties will seek to resolve this through the dispute resolution process set out in clause 14 of this Agreement.

6. Fraud Detection

If, in the course of providing the Goods and/or Services, the Supplier identifies any actual or suspected fraudulent activity by the Supplier or by an Insured Person, or by the Supplier's Personnel, subcontractor or any other third party in connection with this Agreement, the Supplier must:

- (f) notify its Suncorp representative of the actual or suspected fraudulent activity as soon as reasonably practicable, and in any event within seven (7) days of identifying the activity, or if it is Serious Fraud as soon as possible and in any event within one (1) Business Day; and
- (g) provide reasonable assistance to Suncorp in the investigation of such activity at the Supplier's cost.

7. Representations and warranties by the Supplier

- (a) The Supplier represents and warrants to Suncorp that, as at the date of this Agreement and at all times during the term of this Agreement:
 - (i) the Supplier will continue to have the relevant competencies, including knowledge and skills, to the extent necessary to provide Financial Services on behalf of Suncorp as required by Suncorp and satisfy applicable ASIC Policy, and Applicable Laws;
 - (ii) all the information the Supplier has given or gives to Suncorp to enable Suncorp to assess the suitability for appointment of the Supplier is true and correct and not misleading;



(iii) the Supplier is not, and will at no time be, subject to a banning order made by ASIC, or a disqualification or other order made by a court, under Division 8 of Part 7.6 of the Corporations Act; and

(iv) the Supplier will, at all times, provide the Goods and Services:

- A. with due care and skill, to a high professional standard and to the best of the Supplier's ability and expertise;
- B. efficiently, honestly and fairly;
- C. in accordance with the Applicable Laws and ASIC Policy; and
- D. in a manner which does not cause Suncorp to breach any condition of the AFSL of an AFSL Holder, the Applicable Laws or ASIC Policy.

(b) The Supplier must as soon as possible, and in any event within one (1) Business Day, notify its Suncorp representative if a representation and warranty under this clause ceases to be true and correct.

Schedule 1 – Complaints Handling and Financial Hardship

When the Supplier contact's Suncorp within one (1) Business Day of receiving the Complaint (as per clause 3(a) of this Appendix 1), Suncorp will inform the Supplier in writing of the most appropriate course of action.

The Supplier agrees that Suncorp will be entitled to handle any Complaints relating to the Supplier's conduct or performance of the Services when the Supplier is acting on Suncorp's behalf, under Suncorp's Complaints process.

Unless otherwise agreed, the Supplier shall not have authority to handle Complaints.

The Supplier agrees to provide Suncorp with all information and cooperation that Suncorp may reasonably require to handle and respond to Complaints in accordance with Suncorp's Complaints process.

The Supplier will ensure that its employees or contractors understand Suncorp's Complaints process and agree to provide details of Suncorp's Complaints process to an Insured Person (or other person in relation to whom the Supplier is providing the Services) if requested.

In the event that a person contacts Suncorp with a Complaint relating to the Supplier and/or the Services, the Supplier will provide to Suncorp within one (1) Business Day of such request by Suncorp all information reasonably required by Suncorp to enable Suncorp to deal with such Complaint in accordance with Suncorp's Complaints process.

Where the Supplier is informed that an Insured Person finds themselves in a situation of financial hardship due to the claim (including payment of an excess), the Supplier must contact Suncorp within one (1) Business Day of being informed about the Insured Person's circumstances, following which, Suncorp will inform the Supplier of the most appropriate course of action that Suncorp reasonably requires the Supplier to follow.

Appendix 2 – SUPPLIERS ACCESS TO SUNCORPS IT SYSTEMS

1. Suncorp may provide the Supplier with access to and use of its information technology systems, including development, test and production environments (**IT Systems**) to enable the Supplier to provide the Services.
2. If the Supplier is granted such access and use, the Supplier (and the Supplier's Personnel) must:
 - (a) access and use only the part of Suncorp's IT Systems for which it is specifically authorised and no other part of Suncorp's computer systems;
 - (b) keep secure the Suncorp issued authentications materials (i.e. ID's, passwords and tokens) and not disclose the Suncorp issued authentication materials to any other person without Suncorp's express written approval;
 - (c) access and use Suncorp's IT Systems only to perform its obligations under the Agreement and not for any other purpose;
 - (d) undertake training as reasonably required by Suncorp including annual information security awareness training and annual training in relation to the Privacy Laws; and
 - (e) comply with Suncorp's External Party Security Standard (EPSS) and any other policies related to the Services under this Agreement that are reasonably nominated and provided by Suncorp at the time of entry into this Agreement and as amended by Suncorp from time to time to the extent reasonably necessary to protect the legitimate interests of Suncorp and as reasonably notified and provided by Suncorp.
3. If the Supplier is granted such access and use, the Supplier must not:
 - (a) use Suncorp's IT Systems directly or indirectly for any activity or transmit any information or material unlawfully or which is obscene, indecent, uses offensive language, defames or offends any person;
 - (b) tamper with, hinder the operation of or make unauthorized modifications to Suncorp's IT Systems;
 - (c) delegate its right of access to Suncorp's IT Systems to any Subcontractors or any other third party without Suncorp's prior written approval;
 - (d) copy or collect in any way any data from Suncorp's IT Systems, other than as necessary to perform its obligations under the Agreement;
 - (e) knowingly, recklessly or negligently transmit any virus or other disabling feature to or from Suncorp's IT Systems;
 - (f) remove, disable or modify any security, antivirus or other software in Suncorp's IT Systems;
 - (g) connect or expose Suncorp's IT Systems to any other network including the Internet;
 - (h) damage or modify any of Suncorp's hardware; or
 - (i) upload anything onto Suncorp's IT Systems without Suncorp's prior written consent.
4. The Supplier acknowledges and agrees that Suncorp will monitor the Supplier's activities in performing its obligations under the Agreement, including by computer surveillance.
5. If the Supplier's Subcontractor or any other Supplier Associate is given access to Suncorp's IT Systems, then that party must comply with all of the obligations set out in this section. The Supplier remains responsible for the actions of its Subcontractors.