

Purchase Order for Goods and/or Services from Supplier

Serco Group (HK) Ltd Terms and Conditions

1. Definitions

For the purpose of these Conditions:

- (a) "**Affiliate**" means any entity that directly or indirectly through one or more intermediaries, controls or is under the control of, or is under common control with, as the case may be, Serco, and any joint venture or partnership in which any such entity is a participant or has an interest;
- (b) "**Agreement**" means the Order and these Conditions;
- (c) "**Anti-Bribery and Anti-Corruption Legislation**" means: the *Prevention of Bribery Ordinance* (HK), *Bribery Act 2010* (UK); Division 70 and Parts 7.6 and 10.9 of the *Criminal Code Act 1995* (Cth); the *Proceeds of Crime Act 2002* (Cth); Part 4A of the *Crimes Act 1900* (NSW); section 176 of the *Crimes Act 1958* (VIC); section 150 of the *Criminal Law Consolidation Act 1935* (SA); sections 442B to 442BA of the *Criminal Code Act 1899* (Qld); sections 529 to 539 of the *Criminal Code* (WA); section 266 of the *Criminal Code Act 1924* (TAS); sections 356 to 357 of the *Criminal Code 2002* (ACT); sections 236 of the *Criminal Code Act 1983* (NT), as applicable to the Goods and Services;
- (d) "**Conditions**" means these terms and conditions;
- (e) "**Goods**" means any goods agreed in this Agreement to be purchased by Serco from the Supplier (including any part or parts of them);
- (f) "**Intellectual Property Rights**" means copyright, all rights in relation to inventions (including patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, know-how, confidential information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (g) "**Order**" means Serco's written instruction for the Supplier to supply the Goods and/or Services, incorporating these Conditions;
- (h) "**Privacy Laws**" means the *Personal Data (Privacy) Ordinance* (HK) and any other applicable law or code relating to the collection, handling, storage, processing, use or disclosure of personal data; and any other privacy legislation (to the extent that such legislation applies to the Supplier or Serco)

from time to time in force in Hong Kong or a non-Hong Kong jurisdiction (to the extent that the Supplier and/or Serco is subject to the laws of that jurisdiction).

- (i) "**Serco**" means Serco Group (HK) or its Affiliates and related entities; and
- (j) "**Services**" means the services (or any part or parts of them) set out in this Agreement to be supplied to Serco by the Supplier and any related services not specifically described in this Agreement that are reasonably required for the proper performance and provision of such services;
- (k) "**Supplier**" means the person, firm or company who accepts Serco's Order.
- (l) "**Supplier Code of Conduct**" means Serco's Supplier Code of Conduct found at <https://www.serco.com/media/2161/serco-supplier-code-of-conduct-3.pdf?1512990200>.

2. Supplier's Conditions and Effect of Order

2.1 Subject to clause 2.3, the Agreement contains the entire agreement and understanding between the parties. No other terms will be binding on Serco unless expressly agreed to in writing by Serco.

2.2 The Supplier is taken to have accepted the Order by indicating its acceptance by oral or written communication or by conduct that is consistent with the existence of a contract. For example, if the Supplier starts to perform its obligations under the Order.

2.3 If the Order relates to Goods and/or Services the subject of a formally executed contract between the Supplier and Serco, the terms of that contract apply to the exclusion of this Agreement and of all other agreements, warranties and representations. If there is no formally executed contract, this Agreement constitutes the entire agreement of the parties in relation to the supply of the Goods and/or Services and all other agreements, warranties and representations are excluded.

3. Goods

3.1 The Supplier warrants that all Goods delivered must:

- (a) be free from defects in design, materials or workmanship and remain so for 12 months after delivery to Serco;
- (b) conform strictly to the details contained in the Order including any specifications, drawings or sample specified or furnished;
- (c) be of merchantable quality and, unless otherwise specified in the Order, must be new;
- (d) fit for any purpose held out by the Supplier or made known to the Supplier by Serco; and

(e) comply with all applicable laws.

This warranty will survive any inspection, delivery, acceptance or payment by Serco of the Goods.

3.2 The Supplier must deliver the Goods to Serco:

(a) at the Supplier's cost and risk;
 (b) by the date specified on the Order, or, if a date is not specified, within 30 days of the date of the Order;

(c) to Serco's place of business or to such other place of delivery as is agreed by Serco in writing prior to delivery of the Goods. Unless otherwise stipulated by Serco in the Order, deliveries must only be accepted by Serco in normal business hours; and

(d) with a delivery note which includes the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered. All delivery notes provided pursuant to this clause will act as an inventory of the Goods delivered and have no other purpose.

3.3 The Supplier must off-load the Goods at its own risk as directed by Serco. The Goods will remain at the risk of the Supplier until delivery to Serco is complete (including off-loading and stacking) when risk in the Goods will pass to Serco.

3.4 Subject to clause 3.3, legal and beneficial title in the Goods passes to Serco on the earlier of: (i) delivery of such Goods in accordance with the Agreement; and (ii) payment by Serco for such Goods, without prejudice to any rights of rejection that Serco may have under the Agreement.

3.5 Where Serco agrees in writing to accept delivery by instalments the Agreement must be construed as a single contract in respect of each instalment. Failure by the Supplier to deliver any one instalment will entitle Serco at its option to treat the whole Agreement as repudiated.

3.6 Serco and any of Serco's customers may at any time inspect and test the Goods, including before, during or after manufacture. Where inspection or testing is requested by Serco (or any Serco customer), the Supplier must (without additional charge):

(a) provide reasonable facilities for the inspection or testing; and
 (b) assist Serco or any Serco customer with undertaking the inspections and tests in a safe manner.

3.7 The final inspection and acceptance of the Goods will be on Serco's premises unless otherwise specified in the Order.

3.8 If, after delivery of any Goods, Serco determines that:

(a) there is a physical shortfall in the

quantity delivered, then without prejudice to Serco's other rights or remedies, the Supplier must promptly correct any shortfall; or

(b) Goods have been delivered in excess of the quantities stated in the Order, then:

(i) Serco is not bound to pay for the excess; and
 (ii) any excess will be held by Serco at the Supplier's risk and will be returned upon request at the Supplier's expense; or

(c) Goods are visibly damaged and/or do not comply with the requirements of clause 3.1, then without prejudice to Serco's other rights or remedies, the Supplier must promptly at its own expense replace any defective Goods without waiting for the defective Goods to be returned by Serco. Serco will return (at the Supplier's cost and risk) any defective Goods to the Supplier after receipt of replacement Goods.

4. Services

4.1 The Supplier must provide the Services in accordance with the Agreement from the commencement date specified in the Order until the expiry date specified in the order, subject to early termination in accordance with the terms of this Agreement.

4.2 The Supplier must:

(a) perform the Services with due care, skill and diligence;
 (b) ensure that the Services conform with the Order;
 (c) perform the Services in accordance with all applicable laws; and
 (d) observe all health and safety rules and regulates and any other reasonable requirements that apply to any of Serco's premises at which Services are being provided.

4.3 The Supplier must meet any dates or deadlines for performance of the Services set out in the Order, provided that if no performance dates are specified, the Supplier must perform the Services promptly, diligently and within a reasonable time of the date of the Order.

5. Supplier Obligations

5.1 If the Supplier fails to make delivery of the Goods and/or perform the Services at the time agreed upon, then, without prejudice to any other rights which it may have, Serco reserves the right to:

(a) cancel the Agreement in whole or in part;
 (b) refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make;
 (c) purchase elsewhere and recover from the Supplier any expenditure reasonably incurred by Serco in obtaining the Goods

and/or Services in substitution from another supplier; and

(d) claim damages for any additional costs, loss or expenses incurred by Serco which are in any way attributable to the Supplier's failure to deliver the Goods and/or perform the Services on the due date.

5.2 The Supplier must, in supplying the Goods and/or Services:

- (a) not interfere with Serco's activities or the activities of any other person at the delivery address;
- (b) be aware of and comply with and ensure that the Supplier's employees, agents and contractors are aware of and comply with: (i) all applicable laws; (ii) all Serco site standards and procedures, to the extent that they are applicable to the supply of the Goods and/or Services by the Supplier; and (iii) all lawful directions and orders given by Serco's representative or any person authorised by law to give directions to the Supplier;
- (c) ensure that all workplaces where the Supplier performs any Service or supplies any Goods are operated in a safe manner and that the Supplier's employees, agents and contractors entering Serco's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice: (i) safe working practices; (ii) safety and care of property; and (iii) continuity of work; and
- (d) provide all such information and assistance as Serco may reasonably require in connection with any statutory or health or safety investigation or any other matter required by law in connection with the supply of the Goods and/or Services.

6. Price

The price of the Goods and/or Services is as stated in the Order and unless otherwise agreed in writing by Serco is inclusive of all other charges. No variation in the price or extra charges will be accepted by Serco.

7. Payment

7.1 The Supplier must invoice Serco in accordance with Serco's invoicing procedures as notified from time to time. Unless otherwise stated in the Order, the Supplier may invoice Serco for amounts payable under this Agreement:

- (a) in respect of the Goods, within 20 Business Days of delivery and acceptance; and
- (b) in respect of the Services, at the end of each calendar month.

7.2 Serco will pay the price of the Goods and/or Services within 45 days of the date of valid, undisputed invoice as received from the Supplier but time for payment must not be of the essence of the Agreement.

7.3 Without prejudice to any other right or remedy, Serco reserves the right to withhold or set off any amount owing at any time from the Supplier to Serco against any amount payable by Serco to the Supplier under the Agreement.

5.3 Payment will be made only on a correctly rendered tax invoice. Invoices which fail to correctly quote an Order number or are otherwise incorrect may be returned unpaid.

8. Confidentiality

8.1 The Supplier must keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Serco or its agents and any other confidential information concerning Serco's business or its products which the Supplier may obtain and the Supplier must restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to Serco and must ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

8.2 The Supplier agrees and acknowledges that Serco is permitted, without requiring the Suppliers' prior written consent, to disclose details of the Supplier and provide copies of Orders and related information, to any third party (or its nominee) which has engaged Serco to provide services at a site to which Goods and/or Services are delivered.

9. Audit Rights

The Supplier must make available to Serco any file, correspondence, document or information relating to its performance of its obligations under this Agreement and any other information which Serco may require to verify the Supplier's performance of this Agreement or to comply with the requirements of any applicable laws, relevant governmental authority and/or customer of Serco. The Supplier agree to permit Serco, its professional advisers, its customers and any relevant governmental authority access to all information in its possession or control which they may reasonably require in relation to this Agreement.

10. Serco's Property and Intellectual Property Rights

10.1 All material including tools, furnished or specifically paid for by Serco will be: (a) the property of Serco; (b) subject to

removal at any time without additional cost upon demand by Serco; (c) used only for filling orders from Serco; and (d) kept separate from other materials or tools and will be clearly identified as the property of Serco. The Supplier assumes all liability for loss or damage, with the exception of normal wear and tear and agrees to supply detailed statements of inventory upon request by Serco.

10.2 Materials, equipment, tools, dies, moulds, or any other forms of Intellectual Property Rights in all drawings, specifications, data or other materials supplied by Serco to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods must at all times be and remain the exclusive property of Serco but must be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Serco and must not be disposed of other than in accordance with Serco's written instructions, nor will such items be used otherwise than as authorised by Serco in writing.

10.3 Each party grants to the other party a perpetual, non-exclusive, royalty-free licence to use its Intellectual Property Rights subsisting in any materials it provides or makes available to the other party under or in connection with the Goods and/or Services.

10.4 The Supplier assigns to Serco all Intellectual Property Rights created or developed by the Supplier, or on Supplier's behalf, to meet Serco's requirements under or Order or otherwise in the course of providing the Goods and/or Services ("**Developed IP**"). To the extent the Supplier is not the owner of any Developed IP, the Supplier must procure, at its' own cost, that the owner assigns its rights in the Developed IP to Serco.

10.5 To the extent permitted by law, the Supplier will obtain, at Serco's request, from the Supplier personnel whose Moral Rights (as defined in the *Copyright Ordinance* (HK)) may be affected all irrevocable consents necessary to allow Serco to exercise rights in the Developed IP.

11. Ethics and Compliance

11.1 Obligations: The Supplier must, and must ensure that all Supplier personnel:

- (a) comply and act consistently with Serco's Suppliers Code of Conduct;
- (b) comply with all applicable laws, statutes and/or regulations relating to anti-slavery, human trafficking, child labour, forced labour, collective bargaining, discrimination, abuse, working hours

- and minimum wages;
- (c) comply with all applicable laws, statutes and/or regulations relating to anti-bribery and anti-corruption, including the Anti-Bribery and Anti-Corruption Legislation;
- (d) not engage in any activity, practice or conduct which would constitute an offence under clauses (b) or (c) had the activity, practice or conduct been carried out in the relevant jurisdiction;
- (e) promptly report to Serco any request or demand which if complied with would amount to a breach of this Agreement or Serco's Supplier Code of Conduct;
- (f) ensure that any person associated with it who is performing Services or providing Goods in connection with this Agreement does so only on the basis of a written subcontract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this clause 11.1 In respect of any person associated with the Supplier for which clause (f) applies, the Supplier is responsible for the entry into a subcontract, and observance and performance by such persons of the obligations set out in this clause 11.1.

11.2 The Supplier indemnifies Serco against any Losses incurred by, or awarded against, Serco as a result of any breach of clause 11.1 by the Supplier or any breach of provisions equivalent to such clauses in any subcontract by any subcontractor.

12. Data Protection

12.1 The Supplier must:

- (a) comply with the Privacy Laws or, if the Supplier is not bound by a Privacy Law for any reason, the Supplier must ensure that its acts or omissions would not place Serco in breach of Serco's obligations under the Privacy Law;
- (b) take all reasonable steps (from time to time) to implement practices, procedures and systems consistent with the Privacy Laws;
- (c) use any personal data disclosed by Serco or its Affiliates only for the purposes of fulfilling the Supplier's obligations under this Agreement; and/or
- (d) unless required under Applicable Law, not cause or allow personal data to be disclosed or transferred to or handled by a third party without Serco's prior written approval (which may be provided or withheld in Serco's absolute discretion).

12.2 The Supplier must:

- (a) comply with Serco's security policy;
- (b) comply with any reasonable request by

Serco from time to time to assist Serco with Serco's management of personal data under this Agreement;

- (c) provide to Serco all information requested by Serco relating to Privacy, personal data and Data Security obligations;
 - (d) inform Serco within 1 Business Day of any privacy complaints, a personal data breach or events which may cause the Privacy Law to be breached and assist Serco in investigating any complaints or potential breaches, including providing access to all relevant information;
 - (e) at any time upon request, and in any event upon termination or expiry of this Agreement, deliver up to Serco or (at Serco's choice) securely delete or destroy or procure the same, of all of Serco personal data in the Supplier's possession or in the possession of the Supplier's Personnel or any third party (except for any of Serco personal data which the Supplier or the Supplier's Personnel or third parties are required to keep under Applicable Laws).
- 12.3** The Supplier represents, warrants and undertakes to Serco that it has in place and will maintain all appropriate technical and organisational measures as may be required to perform its obligations under this Clause 12 and the Privacy Law.
- 12.4** The Supplier acknowledges that if it breaches the Privacy Law, Serco may suffer Losses and incur costs and expenses or be liable to pay penalties and/or damages as a result of such a breach.
- 12.5** The Supplier indemnifies Serco in respect of any Losses claimed (whether in contract, tort (including negligence), strict liability or otherwise) resulting from:
- (f) a breach by the Supplier, its Personnel or third parties of the Privacy Law (including any Eligible Data Breach); and
 - (g) any breach of the Supplier's obligations or of a representation, warranty or undertaking given under this clause 12.

13. Data Security

Where the Supplier accesses (or has access to), hold, handle or process any personal data or Confidential Information, without prejudice to the provisions of clause 8 (Confidentiality) and clause 12 (Data Protection), the Supplier must at all times be certified as compliant with the standards set out in ISO27001:2013 (or such replacement data security standard as Serco may notify from time to time) by an accredited certification body and must hold any and all of Serco's Confidential Information and

personal data in the Supplier's possession in compliance with such standards. On request from Serco, the Supplier agree to provide evidence of such certification.

14. Force Majeure

Serco reserves the right to defer the date of delivery or payment or to cancel the Agreement or reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Serco including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15. Termination

15.1 Serco may immediately terminate this Agreement or reduce the scope of the Goods and/or Service by giving written notice to the Supplier.

15.2 Serco may at any time (by giving notice in writing to the Supplier) immediately terminate this Agreement where:

- (a) the Supplier commits a material breach of this Agreement; or
- (b) Serco is required to terminate this Agreement under any applicable law or by a governmental authority.

15.3 The termination of this Agreement does not prejudice the rights and duties of Serco accrued prior to termination.

15.4 The clauses in this Agreement that expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

15.5 On the expiry or earlier termination of this Agreement (in whole or in part) for any reason, the Supplier must co-operate with Serco to ensure an orderly migration of any Services to Serco or such replacement supplier as Serco may direct at no additional cost to Serco.

15.6 On termination of this Agreement for any reason, the Supplier (or, if appropriate, its receiver, administrator, administrative receiver, liquidator or manager) must:

- (a) promptly deliver to Serco all necessary documents relating to the Goods and/or Services; and
- (b) provide all required assistance to ascertain the status of the relevant Goods and/or the Services and the input required to provide and complete the relevant Goods and/or Services and to operate, support and maintain the

- relevant Goods and/or Services in accordance with the Specifications; and
- (c) provide all required assistance to ascertain all relevant Goods or Deliverables in which title has passed to Serco but which remain in the Supplier's possession; and
- (d) immediately (and within 7 days after the date of termination at the latest) repay to Serco any monies which have been paid in advance and which relate to the supply of Goods and/or Services after the date of termination.

16. Indemnity and insurance

16.1 The Supplier must keep Serco indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Serco as a result of or in connection with:

- (a) defective workmanship, quality or materials;
- (b) an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods and/or Services;
- (c) any breach of clause 3.1, 4.2, 8, 10, 11, 12 and 13;
- (d) any claim made against Serco in respect of any liability, loss, damage, injury, cost or expense sustained by Serco's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Agreement by the Supplier; and
- (e) any personal injury or death of any employee or contractor of the Supplier or any employee or contractor of any sub-contractor of the Supplier no matter how such injury or death occurs.

The indemnities in this clause survive the expiry or termination of this Agreement.

16.2 The Supplier must, for so long as any obligations remain in connection with this Agreement, effect and maintain insurance appropriate to those obligations. Upon request, the Supplier must provide Serco with proof of insurance acceptable to Serco.

17. Serco's Affiliates

17.1 The Supplier agrees that all benefits, warranties, indemnities, licences and other rights and remedies provided to or conferred upon Serco under this Agreement are also

provided to or conferred upon Serco's Affiliates and in providing Goods and/or Services to Serco's Affiliates, the Supplier agree that it owes the same duties and obligations to Serco's Affiliates as to Serco. Where the Supplier provides Goods and/or Services to a Serco Affiliate, that Serco Affiliate has the same rights under this Agreement as Serco and the Supplier owes the same duties and obligations to such Affiliate as the Supplier does to Serco.

17.2 Any liability, loss, damage, injury, cost or expense suffered, incurred or paid by a Serco Affiliate as a result of the Supplier's negligence or breach of this Agreement (including any breach of warranty) or failure to meet any indemnity (an "Affiliate Loss") will be treated as if it was suffered, incurred or paid by Serco and Serco may enforce directly against the Supplier any of the rights or the benefits conferred on any of Serco's Affiliates by this Agreement and recover any such Affiliate Loss.

17.3 The Supplier and Serco may vary or terminate this Agreement in accordance with its terms without the agreement or consent of any of Serco's Affiliates, even if that variation or termination affects the benefits conferred on the relevant Affiliate.

18. General

18.1 This Agreement is governed by, construed and interpreted according to the laws in force in Hong Kong and will be subject to the exclusive jurisdiction of the courts in Hong Kong.

18.2 If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement, this Agreement will otherwise remain in full force and effect.

18.3 Failure by a party to insist on strict performance of any term, warranty or condition of this Agreement will not be taken as a waiver of it or of any rights the party may have and no waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.

18.4 Except as expressly set out in this Agreement, no variation of the terms of this Agreement, including the introduction of any additional terms and conditions, will be effective unless it is agreed in writing and signed by Serco.

18.5 The Supplier must not, without Serco's prior consent in writing (which may be provided or withheld in Serco's absolute discretion), subcontract the whole or any part of the work under this Agreement. Despite any approval to sub-contract, the Supplier remains fully responsible for the performance

of its obligations under the Agreement notwithstanding those obligations may be performed by a sub-contractor.