

A. One New Zealand Purchase Order Terms

These terms set out the contractual relationship between One NZ and Supplier and come into effect on the earlier of the date of: (i) Supplier's acceptance of the Purchase Order; or (ii) any delivery of Products and/or Services performed pursuant to or in direct anticipation of the Purchase Order. To the extent that any delivery of Products has occurred and/or Services have been performed prior to the date of placement of the Purchase Order but such Products and/or Services are specified in the Purchase Order, then these terms will apply retrospectively to those Products and/or Services. Supplier's own terms and conditions are excluded and do not apply to the Order. Capitalised terms are defined below.

1. Performance and Delivery

1.1 Supplier shall supply the Products and/or perform the Services in accordance with the Order.

1.2 Supplier shall deliver the Products to the delivery address by the delivery date, in each case as specified in the Purchase Order.

1.3 Risk and title in Products will pass on delivery.

1.4 Supplier shall perform the Services at the locations and within the timeframes specified in the Purchase Order.

1.5 Supplier shall comply with all reasonable instructions provided by One NZ.

2. Price, Invoicing, Payment and Expenses

2.1 All pricing, invoicing and payments shall be in New Zealand dollars unless specified otherwise on the Purchase Order.

2.2 The price is as specified on the Purchase Order and is exclusive of GST, but inclusive of all other taxes, duties, levies, costs or expenses of whatever nature. Accordingly, invoices shall be raised for the price plus GST, if any.

2.3 Notwithstanding clause 2.2, where the Purchase Order specifies that One NZ will pay certain Supplier expenses then any such expenses will only be paid by One NZ if they have been specifically approved by One NZ before they are incurred and are in accordance with the Purchase Order.

2.4 Supplier shall send One NZ an invoice that complies with the requirements under section 24 of the GST Act and meets all requirements of One NZ (including those set out in this clause 2) and the relevant tax authorities, to the address indicated on the Purchase Order. Supplier's right to invoice shall not be considered acceptance that the Products and/or Services comply with the Order, and is without prejudice to all other rights One NZ may have. Supplier must send the invoice to One NZ on or after delivery of the Products and/or performance of the Services. Supplier shall (unless otherwise requested by One NZ) issue invoices electronically via One NZ's chosen eInvoicing solution. One NZ shall provide Supplier with the required set up and training to enable Supplier to use One NZ's chosen eInvoicing solution.

2.5 One NZ shall pay invoices meeting the requirements set out in this clause 2 no later than 60 days following the invoice receipt date (or such alternative payment period as is agreed in writing by One NZ and Supplier) unless there has been any breach of the Order by Supplier, in which case One NZ may withhold payment of an amount that is reasonably proportionate to the breach (to the extent permitted by Applicable Law) until the breach is rectified.

2.6 All invoices must be received by One NZ within 12 months of delivery of the Products and/or performance of the Services to which such invoice relates, after which time One NZ will have no liability to Supplier to pay such late invoice.

2.7 Where relevant, the price for the Products, as stated in the Purchase Order, is DDP to the delivery address indicated on the Purchase Order (unless otherwise requested by One NZ).

2.8 For the purposes of the GST Act and dealing with New Zealand Customs, where Supplier is not registered for GST, One NZ will be the importer of any Products imported into New Zealand in connection with an Order, and One NZ will pay any GST arising in relation to the importation of such Products. Supplier and One NZ agree that if Supplier does pay any GST levied by New Zealand Customs on the importation of such Products into New Zealand, Supplier will be acting as agent for One NZ in relation to the

payment of GST, and One NZ will reimburse Supplier for any GST paid on its behalf.

2.9 One NZ may set off any sums owed to One NZ by Supplier against the price.

2.10 If Supplier incorrectly charges GST to One NZ, Supplier shall repay to One NZ any overpaid GST (where there has been overpayment) and/or any related interest, penalties and costs within 30 days of the error being identified.

2.11 If One NZ is required by law to deduct withholding tax from the price, One NZ shall: (i) pay the price less withholding tax; and (ii) provide evidence to Supplier that it has passed the withholding tax on to the relevant authority.

2.12 One NZ represents that it is: (i) tax resident of New Zealand and is New Zealand GST registered with GST registration number 70-710-455; and (ii) acquiring the Products and/or Services in the course of its taxable activity for GST purposes.

2.13 Supplier warrants that it is and will be tax resident in its country of incorporation at the time of placement and fulfilment of the Order.

2.14 The parties agree that the price: (i) does not include any capitalised interest; and (ii) is the "lowest price" for the purposes of valuing the subject matter that the price applies to, in accordance with section EW 32 or 34 of the New Zealand Income Tax Act 2007, and the parties will compute their taxable income for the relevant period on the basis that the price includes no capitalised interest and file their tax returns accordingly.

2.15 Supplier has no entitlement to register any interest or security under the Personal Property Securities Act 1999 or otherwise in relation to any Products supplied to One NZ under the Order.

3. Warranties

3.1 Supplier warrants that all Products and Services: (i) are supplied in accordance with the Order and Applicable Law; (ii) comply with all specifications forming part of the Order; (iii) are fit for the use intended by One NZ and that is reasonably known to Supplier; and (iv) will not infringe any IPR rights of any other person when used by One NZ in accordance with the Order. Supplier further warrants that all work will be undertaken and all Services will be performed by appropriately qualified, trained and skilled personnel to an appropriate professional standard.

3.2 Unless otherwise specified in the Order, Supplier warrants that each Product shall remain free from material defects and errors in design, materials and workmanship under normal use and service (save those caused by normal wear and tear) for 24 months from the date of delivery, except in the case of software, where Supplier warrants that such software shall perform error free in conformance with the Order for 12 months from the date of delivery.

3.3 One NZ may, by notice to Supplier, reject any Products that fail to comply with the Order, in which case One NZ will return the Products to Supplier at Supplier's expense (or make them available to Supplier for collection) and, at One NZ's option, Supplier shall then promptly: (i) repair or replace the Products; or (ii) refund the Price paid for the Products. The rejected Products shall upon rejection by One NZ become the property of Supplier (and if held by One NZ, will be held at Supplier's risk).

4. Termination

4.1 Either party may terminate an Order immediately on formal written notice and without liability to the other party if: (i) the other party commits a material breach of the Order and, in the case of a breach capable of remedy, fails to remedy such breach within 14 calendar days after receiving formal written notice to do so; or (ii) if the other party becomes insolvent or otherwise unable to pay its debts as they fall due.

4.2 Additionally, where Supplier is the breaching party, Supplier shall repay within 14 calendar days any part of the price which has been paid and One NZ will then return any Products or part thereof to Supplier (at Supplier's expense).

4.3 One NZ may terminate the Order for convenience (in whole or in part) without liability to Supplier at any time prior to shipment to One NZ (in the case of Products) or service commencement (in the case of Services) on 10 days written notice to Supplier. In such circumstances, if Supplier: (i) holds materials that have been sourced

or produced solely for the purposes of the Order, One NZ shall reimburse Supplier for any committed and substantiated costs reasonably incurred by Supplier in relation to such materials prior to termination upon delivery by Supplier of the relevant materials to One NZ, provided that Supplier used its reasonable endeavours to re-purpose or use those materials for other customers; and/or (ii) has incurred costs in direct anticipation of performing the Services, One NZ shall reimburse Supplier for any substantiated costs reasonably incurred by Supplier prior to termination, provided that Supplier used its reasonable endeavours to mitigate such costs.

5. Intellectual Property Rights

5.1 Each party retains ownership of its own pre-existing IPR.

5.2 New IPR shall be owned by One NZ, and Supplier hereby assigns (by way of present assignment of future rights) all such New IPR to One NZ.

5.3 Supplier hereby grants (or shall procure the grant) to One NZ a royalty-free, non-exclusive, worldwide, perpetual, irrevocable, sub-licensable (to any third party supplier to One NZ), licence to use Supplier's pre-existing IPR and/or third party owned IPR used in its fulfilment of the Order to: (i) use, exploit or licence any Products or Services in the course of One NZ's business and for any reasonably incidental purpose (including for use by their direct and indirect customers); (ii) use, exploit, license or enforce any New IPR; and (iii) in relation to software, transfer it to any platform.

5.4 Supplier shall not use any material subject to third party owned IPR in any Products or Services to the extent such third party material imposes additional licence obligations on One NZ and/or its sub-licensees or otherwise varies the licences granted to One NZ in clause 5.3. If Supplier wishes to do so, it shall: (i) notify One NZ in advance of any third party material it wishes to use and give details of any licence variations or obligations placed on One NZ; and (ii) obtain One NZ's written consent prior to using such third party material in any Products or Services. Upon One NZ's request, Supplier must provide to One NZ all details and licensing terms of all third party materials in the Products or Services.

5.5 One NZ will not adapt, reverse engineer, decompile, disassemble or modify software supplied under the Order except to the extent permitted by Applicable Law.

5.6 Where a threat or claim of infringement of third party IPR jeopardises One NZ's ability to fully and freely receive, hold and make use of any Products in accordance with the Order, Supplier shall (without prejudice to any other rights of One NZ) either obtain appropriate licences or otherwise supply re-designed Products to enable One NZ's continued use and exploitation of such Products in accordance with the Order.

6. Confidentiality

6.1 Each party shall handle the other party's confidential information received by it in connection with the Order on the following basis: (i) keep it strictly confidential and use at least the same degree of care as it applies to its own confidential information and in no event less than a reasonable degree of care; (ii) use it solely for the purpose of performing its obligations or exercising its rights in respect of the Order; (iii) not disclose it to any person save to its own directors, officers, employees or professional advisors (or those of its Related Companies) who need it to perform obligations, exercise rights or conduct audits in connection with the Order, or as required by Applicable Law or by any judicial or regulatory authority of competent jurisdiction (provided that, where permitted, the disclosing party informs the other party prior to any such disclosure); (iv) ensure that such persons keep it confidential; and (v) return or destroy it on termination or fulfilment of the Order save where it is necessary to keep it for regulatory reasons in secure archives.

6.2 These provisions do not apply where the confidential information received: (i) is or becomes public knowledge without breach of the Order; (ii) was already in a party's possession free of obligations of confidentiality; or (iii) is received from a third party free of obligations of confidentiality.

7. Liability

To the fullest extent permitted by Applicable Law, Supplier indemnifies One NZ for any liability, losses, costs, damages and expenses incurred by One NZ to the extent caused by: (i) any alleged or actual infringement by any of the Products or Services of any IPR rights of any other person when used by One NZ in accordance with the Order; (ii) any breach by Supplier of Applicable Law governing the protection of personal information; (iii) any breach of confidentiality by Supplier; (iv) any breach of any Applicable Law by Supplier; (v) any breach by Supplier of the One NZ Health and Safety Policy; (vi) any death or injury to any person or any loss or damage to property caused by Supplier; (vii) Supplier's repudiation or wilful breach of the Order (including these One New Zealand Purchase Order Terms); and (viii) any fraud or dishonesty by Supplier. Supplier's liability under this indemnity shall be unlimited. To avoid doubt, all references in this clause 7 to Supplier include Supplier's employees, contractors, agents, representatives and subcontractors.

8. Bribery and Corruption

Compliance with Applicable Laws in relation to bribery and corruption is a matter of fundamental importance for One NZ. Each party must: (i) in performing its obligations under the Order comply with, and ensure that its personnel comply with, all Applicable Law that imposes obligations on that party, including in relation to bribery and corruption; and (ii) not do or omit to do anything likely to cause the other party to be in breach of any such Applicable Law.

9. Policies

Supplier shall comply with One NZ's supplier policies which One NZ reasonably requires Supplier to comply with and that are notified by One NZ to Supplier from time to time, as updated from time to time and available at www.one.nz/our-company/suppliers/ or such other site as notified by One NZ.

10. Record keeping

Supplier shall keep comprehensive records to evidence compliance with its obligations and preserve these records for at least 10 years from creation (or longer if required by Applicable Law).

11. Health and Safety

Supplier shall exercise all reasonable care when visiting premises belonging to or in the control of One NZ, shall follow all reasonable instructions in relation to the use of such premises, and shall comply with the requirements of the One NZ Health and Safety Policy. Where necessary or as required by One NZ, Supplier will also comply with the accreditation and other requirements that are specified by One NZ's health and safety accreditation tool which One NZ will make available to Supplier to use (as amended from time to time).

12. Announcements

Supplier must not make any announcement relating to the Order or its subject matter or make any use of the One NZ Brand, in each case without the prior written approval of One NZ (which may be withheld at One NZ's sole discretion), except as required by law or regulatory authority.

13. Brand

Supplier will not make any use of the One NZ Brand without the express prior written approval of One NZ, in which case Supplier may only use the One NZ Brand for such period as is authorised by One NZ, to the extent required for provision of the Products and/or Services, and strictly in accordance with One NZ's written instructions and brand guidelines (as notified to Supplier from time to time).

14. Further Provisions

14.1 Supplier shall insure against all foreseeable risks and liabilities which it may face in relation to the Order.

14.2 Supplier is not permitted to collect, process, or handle in any way, any personal information in conjunction with the Order relating to One NZ customers or employees, other than One NZ representatives' business contact information (which Supplier may



use for the sole purpose of performing its obligations under the Order). If Supplier becomes aware of any need to collect, process or handle any other personal information in order to perform its obligations under the Order then Supplier must: (i) notify One NZ; (ii) obtain One NZ's written consent prior to using such personal information and comply with One NZ's instructions in relation to any such use; and (iii) comply with the Privacy Act 2020 in relation to any such use (even if the Supplier is not located in New Zealand).

14.3 Supplier must not use any artificial intelligence technology to provide the Products or Services. Supplier must not use, and must not permit any third party to use, personal information or One NZ confidential information with any artificial intelligence technology.

14.4 Supplier shall allow One NZ, whether itself or through an agent, to conduct an audit of records and information held by Supplier or its sub-contractors or any other relevant person in relation to the performance by Supplier of its obligations under the Order.

14.5 Supplier shall not assign, novate, subcontract or otherwise transfer any of its rights or obligations under the Order without One NZ's prior written consent.

14.6 One NZ reserves the right to review and amend any of these One New Zealand Purchase Order Terms at any time. Any change will not apply to existing Purchase Orders but will take effect on Purchase Orders placed after the date on which One NZ publishes the revised One New Zealand Purchase Order Terms on its website www.one.nz/our-company/suppliers/.

14.7 All Orders shall be governed by and construed in accordance with the laws of New Zealand and any dispute arising in relation to any Order shall be subject to the exclusive jurisdiction of the courts of New Zealand.

14.8 If either party provides notice under an Order, it shall do so in writing and in English. Delivery of such notice may be by hand, pre-paid post to the address of the other party or by email as set out in the Order.

14.9 Any changes to an Order must be agreed in writing by both parties. Any change to an Order and any waiver of rights thereunder may be made only by authorised representatives of the parties in writing (including by email).

14.10 Nothing in an Order will shall create any partnership or joint liabilities between the parties or any authority for one party to enter into a binding commitment on behalf of the other.

14.11 Any clauses in these One New Zealand Purchase Order Terms that are expressly stated, or by implication intended, to apply after termination will continue in full force and effect after such termination.

14.12 In the event of any inconsistency between these One New Zealand Purchase Order Terms and any other documents issued in connection with the Order, the documents will prevail in the following order of precedence (highest level of precedence first, lowest last): (i) these One NZ Purchase Order Terms, (ii) the Purchase Order; (iii) any statement of work or work order; and (iv) any other document.

15. Definitions

"Applicable Law" means all laws, legislation, regulations, binding codes of practice, or rules or requirements of any relevant government or governmental agency, professional or regulatory authority applicable to the Products and/or Services and their procurement;

"DDP" means the Delivered Duty Paid *Incoterms (2020)* rules;

"GST" means Goods and Services Tax imposed under the GST Act;

"GST Act" means the Goods and Services Tax Act 1985;

"IPR" means any patent, trademark, service mark, copyright, moral rights, right in a design, know-how, brand names, domain names, product names, logos and all or any other intellectual or industrial property rights whether or not registered or capable of registration and all renewals and extensions of such rights;

"New IPR" means any IPR arising from the development, creation, modification or customisation of any new materials in the

course of the provision of the Products and Services;

"One NZ" means One New Zealand Group Limited (a New Zealand registered company with company number 927212) and its Related Companies;

"One NZ Brand" means the trademarks, trade names, product or service names, logos or slogans used by One NZ from time to time;

"One NZ Health and Safety Policy" means One NZ's health and safety policy (as updated from time to time and available at www.one.nz/our-company/suppliers/);

"Order" means the Purchase Order, these One New Zealand Purchase Order Terms and any associated documentation identified in one of those documents as forming part of the Order (including, without limitation, any statement of work or work order);

"Products" means any goods or other products (including software, documentation, and work products of any Services) purchased by One NZ from Supplier under the Order;

"Purchase Order" means the purchase order issued by One NZ;

"Related Company" has the same meaning as in section 2(3) of the Companies Act 1993;

"Services" means services purchased by One NZ from Supplier under the Order; and

"Supplier" means the entity named as the Supplier on the Purchase Order.