

ONBOARDING AGREEMENT PARTICULARS

EFFECTIVE DATE:

Initial Term: (include if any minimum fixed term)

PARITES:

1. **WL:** Williams Lea Australia Pty Limited, a company incorporated in Victoria, Australia and whose ACN is 103 003 443 and registered address is Level 4, 325 Flinders Lane, Melbourne 3000.

2. **The Supplier**

Company Name:

Company's Jurisdiction of Incorporation:

Company's Registered Number:

Company's Registered Office Address:

Supplier Account Manager:

Governing Jurisdiction of Agreement (if not England): Australia

WL's Address for Service (if different to that in T&Cs): Level 4, 325 Flinders Lane, Melbourne 3000

KEY COMMERCIAL PROVISIONS

Any Customer Flow-Down Terms?	YES [] (Attached at Appendix 8) NO []
Fee:	
Currency:	
Late Payment Fee:	
City (Relevant for Business Day):	
(Supplier's) Business Hours:	means [08.00-18.00] (GMT/BST as applicable) on any Business Day;
Supplier's Website:	
Description of Goods:	 as set out in more detail in any Purchase Order issued pursuant to this Agreement
Description of Services:	

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	 as set out in more detail in any Purchase Order issued pursuant to this Agreement
Service Commencement Date (if different from Effective Date):	
Software Name (if applicable):	
Software Functionality (if applicable): (High Level Description)	 as set out in more detail in Appendix 5
Number of Authorized Users (if applicable):	
Maintenance Window (if applicable :	 as set out in more detail in Appendix 5

SIGNED for and on behalf of
WILLIAMS LEA PTY LIMITED by:

SIGNED for and on behalf of
the SUPPLIER by:

Signature:	_____	Signature:	_____
Position:	_____	Position:	_____
Name:	_____	Name:	_____
Date:	_____	Date:	_____

WL requests that the Supplier please sign and return a copy of these Particulars to WL to confirm the Supplier’s formal agreement to this Agreement. Notwithstanding the foregoing, in the absence of the Supplier’s signature, Supplier shall be deemed to accept the provisions of this Agreement if, following receipt of this Agreement, it supplies any Goods and/or Services to WL.

For the avoidance of doubt, this Agreement (formed of these Particulars, the T&Cs, any applicable Appendices and any subsequent Purchase Orders) shall govern the Supplier’s supply of Goods and/or Services to WL and shall take precedence over any other terms and conditions issued on subsequent documentation, quotes or invoices unless explicitly agreed by the Parties (within in such documents) to supersede and replace this Agreement or any part of it.

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TERMS AND CONDITIONS
("T&Cs")

MAIN TERMS

1. Background

- 1.1. These T&Cs govern the relationship between **WL** (the company that is part of the Williams Lea/RR Donnelley corporate group and whose details appear in the Particulars) and the party indicated in the Particulars as the supplier ("**Supplier**") and relates to the engagement by WL of the Supplier for the supply of (as applicable):
- (1) Goods;
 - (2) Services, other than Software Services; and/or
 - (3) Software Services.
- 1.2. These T&Cs incorporate the aforementioned terms and conditions relevant to the supply and also the following standard conditions of business:
- (A) in relation to the disclosure of Confidential Information as covered by Appendix 1;
 - (B) WL's Code of Conduct requirements as outlined in Appendix 2; and
 - (C) if the Supplier is processing any Personal Data on WL's behalf, the terms set out in Appendix 3 (Data Protection); and
 - (D) if the Supplier is providing Software Services, the Supplier must also comply with Appendix 5.
- 1.3. The Parties agree that the provisions set out below: (i) were fairly negotiated; (ii) contain valuable consideration for their respective obligations under these T&Cs; (iii) are legally binding; and (iv) will be incorporated into future dealings between the Parties as from the Effective Date (as specified in the Particulars) and will remain in force, subject to rights of termination in Clause 5 below:
- these Main Terms;
 - the information/provisions in the Particulars;
 - Appendix 1 – Confidentiality;
 - Appendix 2 – WL Code of Conduct;
 - Appendix 3 – Data Protection;
 - Appendix 4 – WL's Vetting Process;
 - Appendix 5 – Special Terms for Software Services (if applicable);
 - Appendix 6 – Supplier Invoicing Instructions
 - Appendix 7 – Data Security Schedule
 - Appendix 8 – Customer Flow-down Terms
- 1.4. The application of these T&Cs and any commercial relationship between the Parties is subject to WL carrying out and the Supplier passing WL's Vetting Testing (as specified in Appendix 4) or WL's written approval otherwise.

2. Definitions

- 2.1.** In these T&Cs, the following words have the following meanings:

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“Agreement”	means this onboarding agreement for Services including all Appendices and the contents of the Purchase Order;
“Applicable Law”	means laws, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy, guideline, concession or case law of the relevant jurisdiction from time to time and relevant to the provision, receipt or use of the Services or relevant to the business of WL or a member of the WL Group;
“Approved Subcontractor”	means a subcontractor of the Supplier (if any) that has been approved in writing by WL, at WL’s sole and unfettered discretion;
“Authorized Users”	means those employees, agents, clients and customers, suppliers and independent contractors of WL and of the Client and/or other person nominated by WL or the Client who are authorised to use the Software through the Services under these T&Cs;
“Business Activities”	for the purpose of these T&Cs, the Supplier’s business activities shall mean its supply to WL of (as applicable) the Services and/or the Software Services;
“Business Day”	means a day other than a Saturday, Sunday or public holiday in Australia when banks in the city identified in the Particulars are open for business;
“Business Hours”	means the times during which the Supplier is open for business as are more particularly defined in the Particulars;
“Confidential Information”	means all information of whatever nature (including any copies made of that information) however disclosed whether directly or indirectly including, any Intellectual Property Rights, documents, artwork, data, ideas, flowcharts, computer programs, specifications, plans, drawings, pricing, usage information and includes without limitation all and any financial, technical, commercial, marketing or product information of WL, any member of its Group, any of WL’s Group’s partners, clients, prospective clients, suppliers, prospective suppliers, data processes, specifications; drawings; designs; computer software; know-how; trade secrets; customer lists and prospective customer lists, supplier lists, prospective supplier lists; pricing and sales policies; manuals; business plans, forecasts and business opportunities or ventures being considered or pursued; intellectual property details including but without limitation artwork and brands; plans, designs, computer files, software and formulae; research that is being carried on into any products; network sensitive information; and any other material bearing or incorporating Confidential Information and whether disclosed visually, orally, or in the form of drawings, recordings, written material, or computer software, information relating to marketing or clients and customers or suppliers, or information relating to market opportunities and business affairs, WL and its Group’s Data, Personal Data; WL’s policies; Work Product; or other information marked as or which by implication is confidential or information of a competitive nature relating to a Party, the WL Group, clients and suppliers;
“Client”	means a customer of WL from time to time that has a requirement for the Services as part of its business operations;

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"Documentation"	the document(s) made available to WL by the Supplier online via the Supplier's Website as specified on the Particulars) or such other web address notified, in writing, by the Supplier to WL from time to time which sets out a description of the Services and the user instructions for the Goods and/or Services;				
"Fees"	means the fees described in the Particulars;				
"Force Majeure"	has the meaning set forth in Clause 7.1;				
"Goods"	means the goods set out in the Particulars and any PO issued under this Agreement;				
"Good Industry Practice"	means the use of the standards, practices and methods and the exercise of the skill, care, diligence, prudence, foresight and judgment which would be expected from a skilled, qualified and experienced person engaged in a similar undertaking under similar circumstances seeking in good faith to comply with their obligations;				
"Intellectual Property" or "Intellectual Property Rights"	means patents, rights to Inventions and Works, current and future copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protections which may now or in the future subsist in Australia and any part of the world;				
"Inventions"	means inventions, ideas and improvements, whether or not capable of being registered as an Intellectual Property Right, and whether or not recorded in any medium;				
"Late Payment Fee"	means the fee charged on late payment as set out in the Particulars;				
"Maintenance and Support"	means any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Software and Services, as well as any other support as described in Appendix 5 and/or in the applicable Purchase Order;				
"Maintenance Window"	means the period of time specified in the Particulars, during which the Supplier will carry out planned maintenance services;				
"Open Source Software"	means software licensed under terms which require, as a condition of use, modification or distribution of such software or other software incorporated into, derived from or distributed with such software, the granting of a royalty-free licence to any person or the making available of the source code for such software to any person;				
"Particulars"	means the key descriptions of the Parties, Services (as defined below) and/or Software as set out above under the heading "Particulars";				
"Poor Service"	means an inadequate level of Services that entitles WL to terminate these T&Cs;				
"Purchase Order"	means any document governed by and issued pursuant to this Agreement which serves as a requisition for Goods and/or Services from the Supplier;				

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“Service Commencement Date”	means the date specified in the Purchase Order upon which the Supplier begins to provide the Services;
“Service Credits”	means a service credits set out in Purchase Order;
“Service Failure”	means any failure by the Supplier to deliver any Services in accordance with the Service Levels;
“Service Levels”	means the service levels for either Software or Services as set out on the Purchase Order;
“Services”	means the provision of the Goods and/or Services, including the Software and/or Maintenance and Support (as applicable), described in the Purchase Order;
“Software”	means the solution and, more particularly, the online software applications provided by the Supplier as part of the Services as described in Appendix 5 and/or the applicable Purchase Order;
“Software Services”	means the software support and/or maintenance services as described in the Purchase Order;
“Supplier Account Manager”	means the member of Supplier Personnel identified as such in the Particulars;
“Supplier Permitted Locations”	means the locations (if any) specified in the relevant Purchase Order for providing the Services and Software Services (as applicable);
“Supplier Personnel”	means all employees, staff, other workers, agents and consultants of the Supplier and of any Approved Subcontractors who are engaged by the Supplier from time to time to meet its obligations under these T&Cs;
“User Subscriptions”	means the user subscriptions purchased by WL pursuant to these T&Cs which entitle Authorised Users to access and use the Software Services and the Documentation in accordance with these T&Cs;
“Virus”	means any form of computer code whether known or unknown, including “electronic possession”, “logic bombs” “viruses”, “Trojan horses”, “worms”, “spyware”, “malware”, and “adware” (such expressions shall have meanings as they are generally understood within the computing industry), which could, in any way, disable, disrupt, harm, impede or modify the performance or functionality of all or any part of any system, program, equipment, network or data;
“WL”	means (i) with respect to these T&Cs, the legal entity entering into these T&Cs as stated in the Particulars; and (ii) with respect to an Purchase Order, the member of the WL Group which enters into that Purchase Order;
“WL Data”	means the data inputted by WL, Authorised Users, or the Supplier on WL's behalf for the purpose of using the Services or facilitating WL's use of the Services;
“WL Group”	means WL, any subsidiary or holding company from time to time of WL, and any subsidiary from time to time of a holding company of WL (and for the purposes of these T&Cs the phrases “subsidiary” and “holding company” shall be construed in accordance with Part 1.2, Division 1, Section 9 and Division 6, Section 46 of the Corporations Act 2001 (Cth));

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“WL System”	means computer hardware, firmware, middleware, protocols and software and other hardware, peripheral equipment, networks, communications systems and other equipment of whatever nature belonging to or under the control of WL, a Client or a WL customer or supplier;
“Work Product”	means an output or deliverable of the Services arising from WL’s or its Authorised Users’ use of the Services; and
“Works”	means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form.

3. Interpretation

3.1 In these T&Cs, unless the context otherwise requires:

- 3.1.1** References to Clauses, Schedules, Annexes and Purchase Orders are to the clauses, schedules, of these T&Cs; references to paragraphs are to paragraphs of the relevant schedule to these T&Cs;
- 3.1.2** Clause, Schedule, Annex and Purchase Order headings shall not affect the interpretation of these T&Cs;
- 3.1.3** A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns;
- 3.1.4** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 3.1.5** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 3.1.6** Unless the context otherwise requires a reference to one gender shall include a reference to the other genders;
- 3.1.7** A reference to writing shall not include email, unless otherwise stated;
- 3.1.8** A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these T&Cs;
- 3.1.9** A reference to an obligation on the Supplier shall also be construed to mean an obligation to procure the Supplier Personnel’s compliance with such obligation; and
- 3.1.10** A reference to a “third party” means a person that is not a Party or a member of the WL Group.

3.2 In the event and only to the extent of any conflict between the provisions contained in the main body of these T&Cs and the Appendices, the following order of precedence shall apply:

- 3.2.1 any provisions in the Particulars;
- 3.2.2 these Main Terms;
- 3.2.3 Appendix 8;
- 3.2.4 Appendix 5 (if applicable);
- 3.2.5 Appendices 2 to 4, 6 and 7 (if applicable).

3.3 These terms shall be deemed to apply generally to the provision of Goods and/or Services other than where otherwise stipulated.

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3.4 WL and the Supplier are sometimes referred to together as the 'Parties' and individually a 'Party'.

3.5 All capitalised terms used herein and not otherwise defined shall have their respective meaning as set forth in these T&Cs.

4. Services and Fees

4.1 Subject to Supplier's provision of the Software, the Services and Software Services (as applicable) being provided in accordance with these T&Cs, WL shall pay the Fees to the Supplier within sixty (60) days of receipt thereof except for amounts reasonably disputed by WL. The invoices shall be raised monthly in arrears and the Fees in such invoices shall be detailed and payable in the currency set out in the Particulars. Where WL in good faith identifies reasons to dispute an invoice or specific amounts therein, WL will notify Supplier promptly in writing, setting out such reasons. In the event that the invoices remain disputed for a period of [30] days from the date that WL first raised the applicable dispute, the Parties shall refer such dispute to the Escalation Procedure set out in Clause 25.

4.2 The Supplier's invoices must be complete and include the correct details. If details are not correct the Supplier's invoice will be returned and payment will be delayed. Supplier should ensure that Supplier adheres to the invoicing instructions set forth in Appendix 6.

4.3 All undisputed invoiced amounts which are overdue will remain payable by WL. The Supplier may at its sole discretion impose a Late Payment Fee per annum of the amount of the late payment. Late Payment Fees shall not be due or payable during the process of resolution of disputed charges. If any undisputed Fees remain unpaid 30 days after the due date pursuant to Clause 4.1, and the Escalation Procedure described in Clause 25 has been completed, the Supplier may suspend the provision of the Services in respect of the Purchase Order to which the outstanding Fees relate. The Supplier's remedies under this Clause 4.3 are the Supplier's sole and exclusive remedy for delayed payment.

4.4 The Supplier shall submit invoices as soon as practicable in accordance with Clause 4.2. WL reserves the right to refuse payment of any invoices which are submitted more than six months after the specific provision of the Software, the Services or Software Services that the applicable invoice relates to were performed or were otherwise submitted in non-compliance with Clause 4.2.

4.5 If, upon examination at any time, WL determines that any charges, prices, costs or expenses exceed the amounts properly chargeable to, or recoverable from, WL, the Supplier shall, without prejudice to WL's other rights, promptly refund to WL the amount over-charged plus interest at the applicable statutory rate.

4.6 The Fees shall remain fixed during the Term.

4.7 The Fees are inclusive of all travel, subsistence and other incidental expenses incurred by the Supplier and the Supplier Personnel in respect of the provision of the Services. The Supplier shall only be permitted to charge for expenses if expressly authorised to do so in the applicable Purchase Order and provided that WL's prior written consent has been obtained by the Supplier prior to the relevant expenses being incurred.

4.8 If Value Added Tax (VAT) is applicable:

4.8.1 the Supplier's invoice shall comply with all the requirements A New Tax System (Goods and Services Tax) Act 1999. WL shall not be required to pay any invoice which fails to meet the requirements of Article 226 referred to above.

4.8.2 the Services provided by the Supplier shall be taxable where WL is established in accordance with Applicable Law.

4.9 If, since the last invoice was rendered by the Supplier, any Service Credits have been issued by the Supplier in accordance with these T&Cs the next invoice rendered by the Supplier shall include a reduction in the Fees equal to the value of the Service Credits.

4.10 WL may set off sums due from the Supplier to WL under these T&Cs against sums due from WL to the Supplier. The Supplier may not set off sums due from WL to the Supplier under these T&Cs against sums due from the Supplier to WL.

5. Termination

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- 5.1. WL may terminate these T&Cs and/or any Purchase Order in whole or in part at any time and for convenience without penalty upon serving thirty (30) days' written notice to the Supplier.
- 5.2. After the Initial Term (as specified in the Particulars), the Supplier may terminate these T&Cs at any time without penalty upon serving thirty (30) days' written notice to WL.
- 5.3. All individual Purchase Orders shall terminate immediately upon termination or expiry of these T&Cs, unless otherwise agreed in writing between the Parties. In the event of agreement between the Parties that a particular Purchase Order shall survive these T&Cs, they shall continue in full effect to govern that Purchase Order for the remainder of the Term of that Purchase Order.
- 5.4. If the Supplier commits a Relevant Breach (as defined below), WL may (at its option):
 - 5.4.1. terminate these T&Cs; or
 - 5.4.2. terminate only the Purchase Order in respect of which the Relevant Breach has occurred; immediately upon giving written notice to the Supplier.
- 5.5. For these purposes a **"Relevant Breach"** is one or more of the following:
 - 5.5.1. the Supplier has committed a material breach of these T&Cs (if such material breach has not been remedied within a period of ten (10) Business Days of a request from WL to remedy it);
 - 5.5.2. the Supplier has committed material breach of these T&Cs, which is not capable of remedy;
 - 5.5.3. where the Supplier has not complied with any remediation plan agreed in writing between the Parties;
 - 5.5.4. where the Supplier has provided Poor Service;
 - 5.5.5. in the event that the Supplier contravenes Clause 22.2; or
 - 5.5.6. where the Supplier has failed to comply with the provisions of Appendices 1 to 5, 7 and 8.
- 5.6. Either Party may terminate these T&Cs upon giving written notice to the other:
 - 5.6.1. upon the other Party passing a resolution for winding up (save for the purposes of amalgamation or reconstruction where the successor to the Party agrees to adhere to these T&Cs) or suffering a winding-up order being made against it; or
 - 5.6.2. if the other Party is generally unable to pay its debts or ceases or threatens to cease to carry on its business; or
 - 5.6.3. within six (6) months of distress or execution being levied against any property of the other Party; or
 - 5.6.4. if the other Party claims Force Majeure and the period of the Force Majeure has lasted longer than thirty (30) days.
- 5.7. On termination of these T&Cs or any Purchase Order for any reason:
 - 5.7.1. all licences granted under these T&Cs or the applicable Purchase Order shall immediately terminate unless expressly agreed otherwise;
 - 5.7.2. each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;
 - 5.7.3. the Supplier shall, in respect of the terminated Purchase Orders, immediately deliver up to WL the WL Data and all other relevant data in its most recent form (whether or not backed up) and all other property of WL then in its possession at no additional cost;
 - 5.7.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these T&Cs which existed at or before the date of termination shall not be affected or prejudiced; and
 - 5.7.5. any amounts pre-paid by WL to the Supplier for the future provision of the Services which would have been provided but for the termination of these T&Cs or the applicable Purchase Orders.
6. **Terms applicable for the Supply of Goods only**
 - 6.1. Unless otherwise agreed by the Parties in writing, full legal title and beneficial interest in the Goods shall be transferred to WL when WL accepts the delivery of such Goods.
 - 6.2. If any further action is required such as, but not limited to, installation of the Goods, the Supplier shall notify in writing to WL providing the specifications to be carried out free of charge and pursuant these T&Cs.
 - 6.3. The Supplier warrants and represents that:

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- 6.3.1. the Supplier will be the sole owner and responsible of such Goods until the delivery was accepted by WL;
 - 6.3.2. no other person and/or entity has a legal or other interest which could mean that WL is unable to own the Goods;
 - 6.3.3. at the time of the delivery the Goods shall fit for purpose and shall meet the description and standards described on the PO and/or agreed in writing by the Parties as applicable;
 - 6.3.4. it has all unexpired manufacturer warranties related to the Goods for the benefit of WL;
 - 6.3.5. the Goods shall comply with the all relevant applicable legislation and Good Industry Practice;
 - 6.3.6. it has all necessary licenses, consent and authorisations required to supply the Goods; and
 - 6.3.7. the Supplier has paid any royalties due to third parties if required
- 6.4. Without prejudice to any other rights or remedies provided in these T&Cs or by law if some or all of the Goods are faulty and/or the Supplier is in breach of any of the warranties or representations provided herein, WL will be entitled to reject the Goods in whole or in part, and the Supplier shall within 5 working days refund to WL any charges paid by WL in respect of such Goods and at WL's sole discretion cancel any PO and/or terminate these T&Cs pursuant Clause 5 (termination) and/or, at the Supplier's cost, replace the Goods from the day the Supplier is notified to that effect.

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7. Force Majeure

- 7.1. Without prejudice to Clause 10, neither Party will be liable for delay or failure in performing obligations if the delay or failure resulted from circumstances beyond its reasonable control (such circumstances hereinafter referred to as “**Force Majeure**”), including but not limited to: acts of God, governmental acts, flood, fire, explosion, accident, civil commotion, and impossibility of obtaining materials. For the avoidance of doubt, WL shall not be required to pay for any non-provision of Services as a result of the Force Majeure and any Fees charged in connection for such non-provided services shall either be waived, reimbursed or credited to WL (at WL’s direction).
- 7.2. The Party whose performance is affected by Force Majeure shall upon becoming aware of same give notice forthwith in writing to the other Party, together with documentary evidence, and shall use all reasonable endeavours to resolve the condition or to provide temporary workarounds or alternative solutions.
- 7.3. Force Majeure shall not be deemed to include any failure by a third party to perform its obligations to one of the Parties, unless agreed otherwise or unless the relevant Party shows that the non-performance of that third party was due to Force Majeure.

8. Relationship between the Parties

- 8.1. The relationship of the Supplier (and the Supplier Personnel) to WL will be that of independent contractor and nothing in these T&Cs shall render it (nor the Supplier Personnel) an employee, worker, agent or partner of WL and the Supplier shall not hold itself out as such and shall procure that the Supplier Personnel do not hold themselves out as such.
- 8.2. Except as it may be expressly authorised in writing by WL from time to time (and then only to the extent of such authorisation) the Supplier:
- 8.2.1. will not have the right, power or authority to act as agent for WL for any purpose and shall not on enter into any contract or make any warranty or representation as to any matter or create any obligation, express or implied, or make any representation on behalf of WL or any Client; or
- 8.2.2. shall have any authority to incur any expenditure in the name of or for the account of WL.

9. Audit of Supplier’s Performance

- 9.1. The Supplier shall, forthwith following receipt of written notice from WL, allow and/or procure WL and any auditors of, or other advisers to WL, to access the Supplier’s premises or business premises of any Supplier Personnel at which the Supplier or Supplier Personnel holds any WL Data or WL’s Confidential Information relating to the Services and to access such personnel and relevant records specifically relating to the Services provided herein, as may be reasonably required in order to:
- 9.1.1. fulfil any request from any regulatory authority or made by virtue of any Applicable Law;
- 9.1.2. verify the accuracy of any amounts payable pursuant to these T&Cs or to identify suspected fraud;
- 9.1.3. verify that the Services are being provided in accordance with these T&Cs;
- 9.1.4. verify that the Supplier’s systems protect the integrity, operational availability, confidentiality and security of WL’s Confidential Information and data;
- 9.1.5. verify compliance with Appendices 1 to 5, 7 and 8; and
- 9.1.6. ensure compliance with ISO 20000.
- 9.2. WL shall use reasonable endeavours to ensure that the conduct of each audit does not disrupt the Supplier or delay the provision of the Services by the Supplier.
- 9.3. Subject to WL’s obligations of confidentiality, the Supplier shall provide WL (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 9.4. WL shall provide at least ten (10) Business Days’ notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no such notice shall be required.
- 9.5. The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 9, unless the audit identifies a material default by the Supplier in complying with its obligations under these T&Cs, in which case the Supplier shall reimburse WL for all reasonable costs and expenses incurred in the course of the audit.
- 9.6. If an audit identifies that:
- 9.6.1. the Supplier is failing to comply with any of its obligations under these T&Cs then, without prejudice to the other rights and remedies of WL, the Supplier shall take the necessary steps to comply with

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its obligations at no additional cost to WL within ten (10) Business Days of written notice from WL;

9.6.2. WL has overpaid any Fees payable under these T&Cs, the Supplier shall pay to WL the amount overpaid within ten (10) Business Days from the date of receipt of an invoice or notice to do so.

9.7. This Clause shall survive termination of these T&Cs, however arising, for a period of up to six (6) years following the date of termination of these T&Cs.

10. Disaster Recovery and Business Continuity

10.1. The Supplier undertakes that it has and shall continue to have in place and keep up-to-date disaster recovery plans and business continuity plans and processes in accordance with:

10.1.1. the minimum standards prescribed from time to time by Applicable Law; and

10.1.2. without limiting the generality of the foregoing, in accordance with Good Industry Practice.

11. Liability

11.1. The following provisions set out the entire financial liability of the Parties (including liability for the acts or omissions of their employees, agents and sub-contractors) in respect of:

11.1.1. any breach of these T&Cs; and

11.1.2. any representations, statements or tortious acts or omissions including negligence arising under or in connection with these T&Cs.

11.2. Supplier does not limit its liability (if any) in respect of any of the following:

11.2.1. fraud or fraudulent misrepresentation;

11.2.2. the death of, or personal injury to, any person caused by negligence;

11.2.3. any losses caused by the Supplier's wilful misconduct or intentional default;

11.2.4. any loss of WL Data; and

11.2.5. causes of action brought under Clause 21 (Infringement of Third Party Rights),

11.3. Subject to Clause 11.2 above:

11.3.1. the total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for either Party arising in connection with the performance or contemplated performance of the Services shall be limited to 125 per cent of the total value of the sums paid or payable under these T&Cs or £1,000,000 (one million pounds sterling or the equivalent in local currency) whichever is the greater; and

11.3.2. neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of business, loss of profit, or loss or depletion of goodwill (howsoever caused)) which arise out of or in connection with these T&Cs. The Parties agree that the following losses are deemed as direct losses:

11.3.2.1. loss of profits, loss of reputation, loss of goodwill, loss of contracts, loss of business opportunity or loss of revenue;

11.3.2.2. the cost of selecting, procuring, implementing and operating any alternative or replacement systems or services whether internally or through or with a third party;

11.3.2.3. reasonable administrative costs (including but not limited to postage) and management time incurred by WL; and

11.3.2.4. cost of additional checks relating to security breaches.

11.3.3. For the avoidance of doubt, the WL entity that is party to the applicable Purchase Order is solely responsible for its acts and/or omissions under such Purchase Order and no other member of the WL Group shall otherwise be liable to the Supplier in connection with such Purchase Order.

12. Insurance

12.1. The Supplier shall at all times be adequately insured (but without limiting its obligations and responsibilities under these T&Cs), with a reputable insurer, against all liabilities for which it is able to insure under these T&Cs, including without prejudice to the foregoing:

12.1.1. public liability insurance for a minimum amount of cover of £5 million (five million pounds sterling or

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the equivalent in local currency) on an each and every claims basis;

12.1.2. products liability insurance for a minimum amount of cover of £2 million (two million pounds sterling or the equivalent in local currency) on an each and every claims basis;

12.1.3. employers' liability insurance for a minimum amount of cover of £5 million (five million pounds sterling or the equivalent in local currency) on an each and every claim basis;

12.1.4. property insurance for a minimum amount of cover of £2 million (two million pounds sterling or the equivalent in local currency) on an each and every claim basis; and

12.1.5. professional indemnity liability insurance for a minimum amount of cover of £5 million (five million pounds sterling or the equivalent in local currency) on an each and every claims basis.

12.2. The Supplier shall provide all facilities, assistance and advice required by WL or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, these T&Cs.

12.3. The Supplier shall maintain such insurance whilst these T&Cs is in force and for a period of twelve (12) months after termination or expiry of these T&Cs (howsoever arising) and shall do nothing to vitiate such insurance and shall upon reasonable request furnish WL with proof of cover, through the provision of valid certificates of insurance.

13. **Severability**

If any provision of these T&Cs is held invalid, illegal, or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these T&Cs has been executed with the invalid provision eliminated.

14. **Waiver**

No failure or delay by a Party to exercise any right or remedy provided under these T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. **Cumulation of Remedies**

Subject to the specific limitations set out in these T&Cs, no remedy conferred by any provision of these T&Cs is intended to be exclusive of any other remedy except as expressly provided for in these T&Cs and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity by statute or otherwise.

16. **Whole Agreement**

These T&Cs (including the Particulars, all Appendices and any document specifically referred to herein) form the entire agreement between the Parties and any other terms and conditions included in or specified by any other document exchanged between the Parties are fully excluded.

17. **Amendment**

These T&Cs may only be amended by written agreement of the Parties in accordance with the Particulars.

18. **Notices**

Notices hereunder shall be validly given if delivered by hand or post (recorded delivery) to the address identified in the Particulars and shall be deemed to have been served; if delivered by hand at the time of delivery and if posted: before 5 pm on the next Business Day; or after 5 pm on the second Business Day afterwards.

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19. Publicity

19.1. Except with the prior written consent of WL, which WL may withhold in its absolute discretion, the Supplier shall not:

19.1.1. make any press announcements regarding the arrangements agreed between the Parties; or

19.1.2. otherwise publicise these T&Cs or any part hereof in any way; or

19.1.3. refer to its role hereunder in any market material or presentations whatsoever, whether as a site reference or otherwise.

19.2. WL will be entitled to recover from the Supplier any expenses it has incurred arising from or incurred by it enforcing the compliance by the Supplier of Clause 19.1.

20. Assignment and Subcontracting

20.1. Subject to Clause 20.3, neither Party may assign or transfer these T&Cs in whole or in part without the other Party's prior written consent.

20.2. The Supplier will not subcontract these T&Cs in whole or in part to any third party unless prior written authorisation is provided by WL. Without prejudice to the foregoing, the Supplier shall remain responsible for the acts and omissions of any Approved Subcontractor and such acts and omissions shall be deemed to be those of the Supplier.

20.3. WL may assign or novate its rights and obligations under these T&Cs to a member of the WL Group or a legal entity established or authorised to take over and operate on a continuing basis all or the relevant parts of its business and Supplier shall enter into such documents as are reasonably necessary for this purpose.

20.4. These T&Cs are binding on and shall vest to the benefit of the Parties, their successors in title and permitted assigns.

21. Third Party Rights

These T&Cs do not confer any rights on any person or party (other than the Parties to these T&Cs and, where applicable, their successors and permitted assigns) other than in respect of WL Companies.

22. Infringement of Third-Party Rights

22.1. The Supplier shall fully indemnify and keep indemnified WL (and for the avoidance of doubt the entire WL Group) against all actions, proceedings, damages, costs, claims, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights arising from the provision of the Software, Services and or Documentation by the Supplier by or on behalf of a member of the WL Group and WL shall as soon as practicable notify the Supplier in writing of any alleged infringement of which WL becomes aware; make no admission without the Supplier's prior written consent; and if the Supplier so requests, WL shall allow the Supplier to conduct any negotiations or litigation and/or settle any claim. WL shall give the Supplier all reasonable assistance (at the Supplier's cost). All costs, fees (including attorney's fees), judgments and settlements shall be borne by the Supplier.

22.2. If at any time an allegation of infringement of Intellectual Property Rights is made in respect of the Software, Services and or Documentation or if in WL's reasonable opinion such an allegation is likely to be made, the Supplier may, at its own expense, modify or replace the Software, Services and /or Documentation so as to avoid the infringement without detracting from the overall performance the Supplier making good to WL and any applicable member of the WL Group any loss of productivity or use during modification or refund to WL and any applicable member of the WL Group all sums paid in respect of the infringing item.

22.3. If the above remedies fail after all reasonable efforts by the Supplier within a reasonable period, without prejudice to any other remedies available to WL:

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22.3.1. WL may, at the expense of the Supplier, procure an alternative solution from a third party to satisfy its requirements relating to the Services; or

22.3.2. the Supplier shall refund the Fees paid for Software, Services and or Documentation found to be or alleged to be infringing as well as any payment made for any related Services which have not been performed.

23. Counterparts

These T&Cs may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all these counterparts together shall constitute one and the same instrument.

24. Waiver

No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or future exercise thereof. Waivers are only binding if in writing and signed by an authorized representative of the Party giving the waiver.

25. Escalation and Dispute Resolution Process

25.1. The Parties shall meet and use their reasonable endeavours to resolve any dispute in accordance with the Dispute Resolution Procedure set out in this Clause 25 before escalating the dispute to court proceedings.

25.2. The Parties may relax the timescales referred to in this Clause 25 by mutual agreement (such agreement not to be unreasonably withheld or delayed).

25.3. The Parties' representatives to resolve the dispute shall be a director or senior manager within either Party who is authorised to make decisions on behalf of the Party and contractually bind the Party (including the settlement of any disputes) or the persons holding the relevant title, its equivalent or any successor title from time to time. If any of the representatives are unable to attend a meeting, a substitute may attend provided that such substitute has at least the same seniority or reasonably comparable managerial or directorial responsibility and is authorised to settle the unresolved matter.

25.4. As soon as either Party becomes aware of a disputed matter it shall refer the dispute to the representative best placed to deal with the dispute (taking into account the nature of the dispute). If the dispute cannot be resolved by good faith negotiations between the Parties within 10 Working Days of a written request from either Parties ("**Dispute Notice**"), the Dispute shall be further escalated in accordance with the escalation process set out in Clause 25.3.

25.5. If the Dispute is not resolved within a further thirty (30) days from the date of the Dispute Notice, then the Parties shall mutually agree to resolve Dispute by mediation in accordance with Clause 6.

26. Mediation

26.1. The following provisions shall apply to any such reference to mediation:

26.1.1. the reference shall be in accordance with the mediation rules of the Australian Disputes Centre for the time being in force;

26.1.2. both Parties shall, immediately on such referral, co-operate fully, promptly and in good faith with the mediation process in accordance with this Clause; and

26.1.3. unless agreed by the Parties, the mediator(s) will be appointed by the Australian Disputes Centre, and the mediation will take place in Australia in the English language and the Parties shall be bound by any settlement agreement reached:

27. Applicable Law and Jurisdiction

27.1. Unless specified to the contrary in the Particulars, these T&Cs and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Victoria, Australia .

27.2. Unless specified to the contrary in the Particulars, each Party irrevocably agrees that the courts of Victoria, Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs or its subject matter or formation (including non-contractual disputes or claims).

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APPENDIX 1

Confidentiality

1. Where WL is required to disclose Confidential Information (as defined below) to the Supplier, such disclosure shall be in accordance with the provisions of this Appendix 1.
2. The parties agree that WL shall disclose such Confidential Information as it deems necessary or useful in furtherance of its Business Activities, provided however that the protection to be accorded herein shall not extend to Confidential Information which:
 - (a) is already known to the Supplier or in its possession before the disclosure hereunder free of any obligation to keep it confidential;
 - (b) is or becomes publicly known through no wrongful act or default of it; or
 - (c) is received from a third party without similar obligations of confidence and without breach of these T&Cs.
3. The Supplier undertakes for a period of five (5) years from the date of disclosure or such other period as specified by WL:
 - (a) not to, without prior written consent of WL, disclose any such Confidential Information to any person or body other than its employees, agents, professional advisors or sub-contractors on a need to know basis relating to the Business Activities;
 - (b) to treat such Confidential Information as confidential and secret;
 - (c) to treat such Confidential Information in a like manner to the Supplier's own Confidential Information or as is reasonable under the circumstances and to take all necessary precautions to effect and maintain, to the highest standards, security measures to safeguard such Confidential Information from unauthorised use and prevent its unauthorised, negligent or inadvertent disclosure;
 - (d) to use, copy, reproduce or reverse-assemble such Confidential Information only for the Business Activities provided if specified by WL in writing, and never for his/her/its personal gain;
 - (e) where the Supplier is a company, advise relevant employees, agents or sub-contractors, prior to the disclosure of such Confidential Information, of the confidential nature thereof, explain that they owe a duty of confidence to WL and its clients and must agree to hold such Confidential Information in confidence in accordance with the terms of these T&Cs, and take reasonable steps to ensure compliance by such employees agents or sub-contractors with the provisions of this Clause 4;
 - (f) to bring to the immediate attention of WL any known or suspected breaches of its obligations under these T&Cs;
 - (g) to execute such documents or agreements that WL may require from time to time in respect of the Confidential Information.
4. The Confidential Information shall remain the property of WL at all times and no licence in the Intellectual Property is either granted or implied, nor any trade mark, patent, copyright or other intellectual property right by the conveying of Confidential Information to the Supplier. No Confidential Information disclosed shall constitute any representation, warranty, assurance, guarantee or inducement by WL, in particular with respect to its accuracy, completeness nor the non-infringement of trademarks, patents, copyrights or other intellectual property right, or other rights of third parties.
5. In terms of any Intellectual Property Rights in any Works and/or Inventions created by the Supplier in the provision of the Services to WL, the Supplier:

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- (a) shall promptly disclose to WL or its group companies all works including, without limitation, all inventions and/or works embodying Intellectual Property Rights originated, conceived, developed, written or made by the Supplier whether alone or with others during the Supplier's engagement with WL which relate, or could relate, to the business of WL or its group companies (as applicable) and shall (to the extent that they do not automatically vest in WL or its group companies (as applicable) by operation of law) hold them in trust for WL or group companies until such rights have been fully and absolutely vested in WL or its group companies (as applicable);
 - (b) waive any moral rights in the Inventions and Works to which it (or any of its staff) is now or may at any future time be entitled under the Copyright Act 1968 (Cth), Designs Act 2003 (Cth) and Patents Act 1990 (Cth) or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or Inventions or other materials, infringes the Individual's moral rights;
 - (c) agrees that WL shall (without limitation) be entitled to make such additions to, deletions from or alternatives to or adaptations of any of the Inventions and Works;
 - (d) acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in these T&Cs is or may become due to the Supplier (or any of its employees) in respect of the performance of the obligations under this Clause;
 - (e) agrees to (at any time during or after the provision of such services) do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Inventions and Works has passed, or will pass, to WL including but not limited to executing all documents, making all applications and do all acts and things as may, in the opinion of WL be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of WL and to defend WL against claims that works embodying Intellectual Property Rights or Inventions and Works infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Inventions; and
 - (f) grants an irrevocable power of attorney to WL to be his/her/its attorney in his/her/its name and on his/her/its behalf to execute, sign all such deeds or instruments and do all things and to generally use his/her/its name for the purpose of giving to WL or his/her/its nominee the full benefit of the provisions of this Clause 5, and the Supplier acknowledges in favour of a third party that a certificate in writing signed by any authorised signatory of WL that any instrument or act falls within the authority conferred by this Clause 5 shall be conclusive evidence that such is the case.
6. The Supplier shall not make or permit others to make any reference to the disclosing or receiving of the Confidential Information or use the name of WL in any public announcements, promotional, marketing or sales materials without the prior written consent of WL.
 7. Unless WL has agreed otherwise in writing, upon completion of the purpose for which Confidential Information has been disclosed, the Supplier shall either return or destroy (as WL may elect) any Confidential Information and all copies made of it within fourteen (14) days of a request for the same by WL. If WL asks the Supplier to destroy the Confidential Information, the Supplier at its own cost must provide a confirmation declaration, signed by one of its directors, confirming that such destruction has been completed in accordance with these T&Cs.
 8. The Supplier acknowledges and understands that the Confidential Information is of great value and importance to the success of Company business.
 9. The Supplier and/or any person engaged by the Supplier, including any group, affiliate company, and or any of their employees, agent or subcontractor, undertakes and warrants that it shall not use, share and or disclose any of the Company's Confidential Information, other than for the specific purposes outlined and agreed by this Agreement and never at any time for the solicitation of any business from any third parties and or in any manner to compete with the Company or its parents or subsidiary companies in any way in

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any manner whatsoever.

10. From the date of these T&Cs and for a period of six (6) months after the date upon which these T&Cs expires, the Supplier shall not, and shall not without the prior written agreement of WL, offer employment to, enter into a contract for the services of, or attempt to entice away from WL any individual who is at the time of the offer and was during the Supplier's engagement, an employee, or an officer of WL, or procure or facilitate the making of any such offer or attempt by any other person (other than by means of an advertising campaign for genuine vacancies open to all comers and not specifically targeted at such employees or officers of WL).
11. Any unauthorised use or disclosure of the Confidential Information would cause serious and irreparable injury to WL. Money damages may not be a sufficient remedy for a breach of these T&Cs and WL is entitled to specific performance and/or injunctive relief and remedies for such breach, without the necessity of showing any irreparable injury or special damages.

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APPENDIX 2

Williams Lea Code of Conduct

All suppliers must read and adhere to Williams Lea Code of Conduct.

Williams Lea Group is a global and multicultural group, offering worldwide creative production, sourcing, communications, and document workflow services. Williams Lea Group is fully aware of the responsibility we bear towards our customers, employees, and the communities in which we work. Thus, we have given ourselves a strict set of ethical standards to guide us in our business dealings. We expect all our suppliers, i.e., all companies who do business with any company or division of Williams Lea Group, to adhere to the same ethical standards. For this purpose, Williams Lea Group has drawn up this Supplier Code of Conduct, which sets the minimum standards for doing business with any Group company or division.

Laws and Ethical Standards

The supplier shall comply with all laws applicable to its business. The supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on fundamental Principles and Rights at Work, in accordance with national laws and practice. This especially applies to:

Human Rights and Fair Labour Practices

• Child Labour

The supplier shall not employ children under the legal age of employment in any country or local jurisdiction. If the minimum age of employment is not defined, it shall be 15 years. Workers under the age of 18 shall only perform work in accordance with legal requirements (e.g., with regards to working time and working conditions) and subject to any requirement regarding education or training.

• Forced Labour

The supplier shall not use any form of forced, bonded or involuntary labour. All labour must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g., passports, permits or personal legal documents). The supplier shall ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The supplier shall be responsible for payment of all fees and expenses relating to workers, where legally required. Punishment, mental and/or physical coercion are prohibited. Disciplinary policies and procedures shall be clearly defined and communicated to the workers.

• Compensation and Working Hours

The supplier shall comply with all applicable national laws and mandatory industry standards regarding working hours, overtime, wages and benefits. The supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid. Deductions from wages as a disciplinary measure shall not be allowed, if not legally permitted.

• Freedom of Association and Collective Bargaining

The employees of the supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The supplier recognizes and respects the right to collectively bargain in accordance with applicable laws.

• Diversity

The supplier shall promote an inclusive work environment that values the diversity of its employees. The supplier shall not discriminate or tolerate discrimination with respect to gender, race, religion, age, disability, sexual orientation, national origin or any other characteristic protected under law.

• Health & Safety

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level by applying a health and safety management approach appropriate for the business. The supplier shall comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health, in order to preserve the health of employees, safeguard third parties and prevent accidents, injuries and work-related illnesses. This includes regular workplace risk assessments and the

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implementation of adequate hazard control and precautionary measures. Employees are to be adequately educated and trained in health and safety issues.

Trade Regulation

The supplier shall comply with all applicable trade and import regulations including sanctions and embargoes that apply to their activities.

Data Protection and Disclosure of Information

The supplier shall adhere to relevant data protection and security laws as well as to respective regulations, in particular with regard to personal data of customers, consumers, employees and shareholders. The supplier shall comply with all said requirements when personal data is collected, processed, transmitted, or used. Suppliers shall safeguard and make only appropriate use of confidential information. The supplier shall not disclose any information that is not known to the general public.

Bribery and Corruption

The supplier shall comply with all national and international anti-bribery regulations as well as applicable anti-corruption laws, regulations and standards. The supplier shall not (either directly or indirectly) offer or promise to provide anything of value to improperly influence an official act or to secure an improper advantage in order to obtain or retain business.

Money Laundering & Financial Records

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to international laws and regulations.

Fair Competition

The supplier shall comply with applicable competition and anti-trust laws.

Conflicts of Interest

A conflict of interest arises when an individual has a private/personal interest which could appear to influence their decisions. Such conflict-of-interest situations includes a relationship by blood or marriage, partnership, business partnership or investment. The supplier shall disclose any actual or potential conflict of interest with Williams Lea Group personnel.

Environment

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment. We expect our business partners to strive to support Williams Lea Group's climate protection goals through the products and services they deliver (e.g., by providing relevant data on climate protection). In this regard, we also expect our suppliers to take climate protection appropriately into account in their own operations, for example by setting climate protection goals for themselves and achieving them.

Business Continuity Planning

The supplier shall be prepared for any disruptions of its business (e.g., natural disasters, terrorism, software viruses, illness, pandemics, infectious diseases). This preparedness especially includes disaster plans to protect both employees as well as the environment as far as possible from the effects of possible disasters that arise within the domain of operations.

Business Partner Dialogue

The supplier shall encourage its own suppliers to adhere to this Supplier Code of Conduct as part of fulfilling their contractual obligations.

Compliance with the Supplier Code of Conduct

Williams Lea Group reserves the right, upon reasonable notice, to check compliance with the requirements of the Supplier Code of Conduct. Williams Lea Group encourages its suppliers to implement their own binding guidelines for ethical behaviour. Any breach of the obligations stipulated in this Supplier Code of Conduct is considered a material breach of contract by the supplier.

I certify that all the above information is true and correct to the best of my knowledge and that I am an owner or officer of the company, or an individual authorized to sign on behalf of the company. I understand that this

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information may be used by Williams Lea as part of its reporting obligations, and that any falsification or fabrication of information may adversely impact my company.

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APPENDIX 3

Data Protection

1 Definitions

In this Appendix 3:

“Data” means all Personal Data collected, generated or otherwise processed by Supplier as a result of, or in connection with, the provision of the Services.

“Data Processing Form” means a data processing form in the format set out in the Annex hereto which shall be completed, agreed and signed by both Parties in the event that there is a change to the nature, extent, scope or purpose of the processing of Personal Data under this Appendix 3 or where there is a change to the technical and organisational security measures taken by the Supplier.

“Data Protection Laws” means all Applicable Law relating to data protection or privacy relevant to a particular jurisdiction, including any country in connection with, the provision of the Services.

“Data Protection Officer” under all Applicable Law relating to data protection or privacy relevant to a particular jurisdiction, including any country in connection with, the provision of the Services .

“Data Subject” means an individual who is the subject of Personal Data.

“Data Subject Request” means any request from a Data Subject concerning his or her rights of access to, rectification, erasure, objection to or restriction of processing of Data under the Data Protection Laws.

“Personal Data” means any data relating to an identified or identifiable individual that are within the scope of protection as “personal data” under the applicable Data Protection Laws and that are processed by Supplier in connection with the services provided under the Agreement.

“Sub-Processor” has the meaning set out in paragraph 6.

“Supervisory Authority” means any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Laws.

2 Data processing

- (a) Supplier acknowledges that for the purposes of the Data Protection Laws WL is the Controller and Supplier is the Processor of any Personal Data and that this Appendix 3 (*Data Protection*) constitutes a data processing agreement where required by the Data Protection Laws. A Data Processing Form agreed and signed by the Parties will set out the scope, nature, purpose of processing, duration of processing and type of Personal Data to be processed by the Supplier under this Appendix 3. Data Processing Forms may be updated from time to time between the Parties.
- (b) Supplier shall comply with the requirements of the Data Protection Laws in respect of the activities which are the subject of the Agreement and shall not knowingly do anything or permit anything to be done which might lead to a breach by Supplier or WL of the Data Protection Laws.
- (c) Supplier warrants, represents and covenants that it will only process Personal Data, when applicable, to the extent it relates to:
 - (i) the types of Personal Data;
 - (ii) the categories of Data Subject;

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- (iii) the nature and purpose,

set out in a Data Processing Form and only for the duration specified in a Data Processing Form.

- (d) Without prejudice to 2(b) Supplier shall:

- (i) process the Personal Data only in accordance with the written instructions of WL, unless Supplier is required to process the Personal Data for other reasons under the Applicable Law to which Supplier is subject. If Supplier is required to process the Personal Data for these other reasons, Supplier shall promptly inform WL before carrying out the processing, unless prohibited by relevant law; and
- (ii) immediately inform WL if it believes that WL's instructions infringe the Data Protection Laws or any other applicable law.

3 Security

- (a) Supplier shall have in place, and maintain throughout the term at all times all appropriate technical and organisational security measures reviewed and approved by WL and documented in a Data Processing Form, to ensure that Supplier's processing of the Personal Data protects the rights of the Data Subjects and is in accordance with the requirements of the Data Protection Laws and good industry practice, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, including as appropriate:

- (i) the pseudonymisation and encryption of Personal Data;
- (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

- (b) Supplier shall ensure that all persons authorised to process Personal Data are bound by confidentiality obligations equivalent to those set out in the Agreement and obligations equivalent to those set out in this Appendix 3 (*Data Protection*) and are aware of Supplier's obligations under the Agreement and the Data Protection Laws.

- (c) Supplier shall ensure that access to the Personal Data is limited to:

- (i) those Supplier personnel who need access to the Personal Data to meet Supplier's obligations under the Agreement and shall ensure they are obliged to keep the Personal Data confidential; and
- (ii) in the case of any access by any Supplier personnel, such part or parts of the Personal Data as is strictly necessary for performance of that Supplier personnel's duties.

4 Collection of Personal Data by Supplier

To the extent Supplier obtains or collects Personal Data on behalf of WL, it shall (and shall ensure that any Sub-Processor shall) ensure that its collection process involves the provision to Data Subjects of a data protection notice informing the Data Subject of the identity of WL, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is

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necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be lawful, fair and transparent and, where applicable, shall ensure that its collection process obtains all necessary consents for the processing of Personal Data and evidence of such consents. Such data protection notices, consent wording and method for evidencing such consents is to be agreed with and verified by WL in writing in advance. Supplier shall (and shall procure that any Sub-Processor shall) not modify or alter the form of these agreed words or methods in any way without the prior written consent of WL. Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 4 and allow for audits by WL or WL's designated auditor.

5 Transfers outside of Australia

Supplier shall not allow any Data to be processed or transferred to any country outside of Australia unless:

- (i) it notifies WL in writing that it intends to transfer any Data outside of Australia;
- (ii) WL provides its written consent to such transfer (which consent it may give or withhold in its absolute discretion); and
- (iii) it provides in advance of a transfer authorised under paragraph 5(ii) evidence to WL's satisfaction of appropriate safeguards, as required by Data Protection Laws.

6 Sub-processors

WL acknowledges that Supplier may engage third parties to carry out processing in connection with the Services ("**Sub-Processor**") and Supplier shall not do so without WL's prior written approval and subject to Supplier entering into a written agreement with the Sub-Processor under which Sub-Processor is obliged to comply with the terms of this Appendix 3 (Data Protection). Supplier shall notify WL of any intended changes concerning the addition or replacement of Sub-Processors and shall obtain each time new written consent from WL to make any changes. Supplier shall remain fully liable to WL for any acts or omissions of any Sub-Processors.

7 Information provision and data protection audits

On request and at no additional charge, Supplier shall:

- (i) provide to WL all information required by WL and/or a Supervisory Authority to assess Supplier's compliance with this Appendix 3 (Data protection) and the Data Protection Laws and, to the extent possible, all information necessary for WL to demonstrate WL's compliance with the Data Protection Laws; and
- (ii) allow for and contribute to audits, including inspections, conducted by WL and/or a Supervisory Authority or an auditor mandated by WL in accordance with the Agreement (as applicable).
- (iii) provide reasonable assistance to WL to allow WL to prepare any necessary data protection impact assessments or undertake any necessary consultations with Supervisory Authorities.

8 Dealings with Supervisory Authorities and Data Subjects

- (a) Supplier shall promptly provide such assistance, including by providing any relevant information, as WL requires in order for WL to:
 - (i) respond to Data Subject Requests or requests relating to Supplier's data processing from a Supervisory Authority;

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(ii) ensure compliance with WL's obligations under the Data Protection Laws, including in relation to:

(A) the security of processing; and

(B) the preparation of any necessary data protection impact assessments and the undertaking of any necessary data protection consultations.

(b) Supplier shall notify WL immediately upon receiving a Data Subject Request.

9 Personal data breaches

(a) Supplier shall, at no additional costs to WL, notify WL without undue delay upon becoming aware of any incident and/or breach of security leading to possible and/or actual, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data or any other breach of this Appendix 3 (*Data Protection*) (a "**Security Incident**"). Such notification shall include, as far as possible, (a) a description of the nature of the Security Incident, including the categories and approximate number of data subjects concerned and the categories and approximate number of data records concerned and (b) the likely consequences of the breach and (c) the measures taken or to be taken to address the breach, including measures taken to mitigate any possible adverse effects.

(b) In the event of a Security Incident, Supplier shall provide WL, at no additional cost, with full co-operation and assistance in dealing with the Security Incident, in particular in relation to making any notifications to individuals affected by the Security Incident or to a Supervisory Authority as required by the Data Protection Laws.

(c) Supplier shall not make any public announcements relating to the Security Incident without WL's prior written approval.

(d) Supplier shall take all steps necessary to prevent a repeat of the Security Incident and shall consult with and agree those steps with WL unless immediate steps need to be taken and it is impractical to consult with WL in that respect.

10 Return or destruction of Data

(a) Supplier shall, at WL's discretion, destroy or return all Personal Data and copies thereof to WL on termination of the Agreement, and shall destroy or delete all copies it holds of the Personal Data, unless Applicable Law to which Supplier is subject requires the Personal Data to be stored. Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 10 and allow for audits by WL or WL's designated auditor.

11 WL's Use of Supplier Data

(a) WL may receive or collect Personal Data relating to the Supplier's employees, directors and other personnel as part of the operation of the Agreement and as required in order to maintain its business relationships with the Supplier. Such Personal Data may be obtained by WL directly or indirectly. The parties agree that WL is hereby permitted, and Supplier hereby authorises WL, to process such Personal Data for purposes related to the carrying out of the Agreement and for relevant purposes under WL's Data Privacy Policy, such Privacy Policy to be found on WL's website and a copy of which can be made available by WL to Supplier upon request. For such purposes, WL may transfer such Personal Data to any country where WL's global organisation and its clients and vendors operate. If required by Data Protection Laws, WL and Supplier agree to sign any additional agreement or amendment that may be required to allow transferring such Personal Data outside its jurisdiction of origin pursuant to such Data Protection Laws.

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Miscellaneous

WL may at any time on not less than thirty (30) days' notice revise this Appendix 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by an attachment to this Appendix 3).

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Annex

Template Data Processing Form

(to be used when the Supplier processes personal data on behalf of the Company)

The parties agree that the Supplier will process Personal Data under Appendix 3 to the Onboarding Agreement as follows:

1. Description of personal data being processed	
2. Description of individuals whose data is being processed	
3. Purpose of the data processing	
4. Duration of processing	WL Personal Data shall be processed for no longer than is necessary for compliance with the Agreement, or as is required by any law to which the Supplier (as applicable) is subject.
5. Summary of technical and organizational security measures applied to the data (including encryption/ access controls/ training/ screening of personnel/ security reviews etc.)	

NB: On each occasion that the nature, extent, type or purpose of processing of Personal Data changes, the above Data Processing Form should be completed with the relevant information and signed on behalf of both Parties. Examples of the types of information that could typically be included for each section are set out below:

1 Description of personal data being processed

- (a) [Personal details: Name, address, email address, telephone number and other contact information, next of kin, family and social details.]
- (b) [Financial details: Tax status, transaction records, payment method records.]
- (c) [Employment details: Company, job title, cost centre, fee rates.]

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- (d) [Other Personal Data which has been provided by end users or consumers in the course of using the services provided by WL.]
- (e) [Sensitive Personal Data including, but not limited to, health data, religious data, sexual orientation data, trade union membership, racial or ethnic origin, and pending or confirmed criminal convictions.]

2 **Description of individuals whose data is being processed**

- (a) [End users and/or consumers of products and services provided by WL.]
- (b) [Employees of WL.]
- (c) [Employees of suppliers to WL.]

3 **Nature and Purpose of the data processing**

- (a) [The accessing of and storage on any Supplier's systems/network servers.]
- (b) [Provision of services to WL pursuant to the Agreement.]
- (c) [Operation and maintenance of systems.]
- (d) [Management and management reporting.]
- (e) [Financial reporting and audit reports, including invoicing activities on behalf WL.]
- (f) [Risk management, compliance, legal and audit functions.]

5 **Supplier to insert description of its technical and organizational data security measures such as:**

- (a) [Physical access controls.]
- (b) [System access controls.]
- (c) [Data access controls.]
- (d) [Transmission controls.]
- (e) [Input controls.]
- (f) [Data backups.]

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APPENDIX 4

WL's Vetting Process

Introduction

WL works with a range of clients and industry sectors across the APAC Region. WL's employees are often responsible for the creation, production and/or distribution of client Documentation, which may contain confidential and business critical information. WL's screening processes for all temporary workers and permanent employees have therefore been developed to ensure:

- The integrity and quality of all WL's personnel
- 100% compliance to WL's contractual requirements
- Support WL's Risk Mitigation Strategy

WL's screening processes are regularly reviewed in line with increasing legislation and industry regulation to ensure they meet requirements of both the law and clients in each country in which WL operates.

Please note failure to comply or pass the security screening in a timely manner may result in withdrawing from any contractual relationship with the Supplier.

Policy Statement

WL is committed to carrying out pre-employment screening on any potential employee prior to confirmation of permanent or temporary appointment. We will ensure existing employees or those joining us through TUPE (or equivalent legislation) transfers meet the same requirements unless indemnification is provided in the client agreement.

Eligibility

This policy applies to all Supplier Personnel.

General Principles

The Company requires all workers to comply with either Standard Level or High-Level security screening. The level of screening is determined by the client site or the role of the employee and is influenced by the level of exposure an employee has to confidential and secure information.

All checks should be carried out in each country as outlined in the policy unless prohibited under specific in-country data privacy or employment law.

The checks at each level currently encompass the following:

Standard level (level 1)

- Proof of Identity
- Proof of Eligibility to Work in Country
- 2 years address verification (provided on a recent utility bill, bank statement or Government issued correspondence)
- 2 years employment referencing via HR departments, previous managers, work books or job certificates and/or education history where applicable, with gap analysis

High level (level 2)

- Proof of Identity
- Proof of Eligibility to work in-country
- 5 years Address Verification (provided on a recent utility bill or bank statement or Government issued correspondence)

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- 5 years Employment Referencing via HR departments, previous managers, work books or job certificates and/or education history where applicable, with gap analysis
- Verification of Highest Education
- Criminal Records Check (Disclosure Scotland, Certificate of Good Conduct, Criminal Extract, Police Certificate as applicable)
- Credit Check to highlight any County Court Judgement's, Individual Voluntary Arrangements or bankruptcies (where available)
- Global Sanctions Check to reference international financial enforcement and sanctions bodies

In addition to these checks, there may be additional forms to be completed at either level which are client specific such as a confidentiality agreement or other security documentation. These forms will be administered and completed locally.

Returning to WL employment

If an individual has previously been employed by WL and is returning to the Company's employment, they will always be required to participate through the screening process again. This applies regardless of whether the employee previously worked on a temporary and/or permanent basis.

The only exception to this is if the employee has a gap of less than three months in their employment with WL. In this instance no further screening will be required as their screening details will still be on file. If the gap in their employment with WL is greater than six months, the gap will be investigated and re-screening will take place.

Moving internally within WL

If a recruiting manager offers a secondment or permanent position to an existing employee and therefore instigates an internal transfer, both managers are responsible for ensuring the screening of that employee is sufficient for the new role they are moving into.

Dispensation

Individuals are not permitted to commence work without a full clearance completion certificate being issued. If the site requires the individual to commence prior to the completion certificate being issued, a Dispensation Form must be signed off by the Client Services Director and sent to Resourcing prior to the individual commencing employment or internal transfer. The request will then be sent to the relevant HR Director for final sign off.

What checks will be carried out?

Proof of Identity

WL requires verification and confirmation of the individual's identity. This will usually be original documents, either:

- Passport or Travel Document (must provide a copy of front cover and photo page, **plus** any pages relating to a visa, entry clearance, or right to work scheme etc), or
- Full Birth Certificate identifying the individual as a country national (must detail at least one parents details including place of birth)
- National Identity card
- All pages of the chosen form of ID must be signed and verified in the following way:
 - Printed name of person verifying the documents
 - Signature of person verifying the documents
 - Date the documents are verified
- And using the words of "True and certified copy" – please note that no other alternative words are permitted
- All ID must be signed on the same date and by a manager and can be emailed to Resourcing

Eligibility to work in-country

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WL requires verification and confirmation of the individual's eligibility to work in the country in which they are working. Any restrictions are highlighted by our external provider.

(Further guidance can be found in the Identity and Right to Work Check Guidance)

Proof of address

The individual's current address will be confirmed by the individual providing proof of one of the documents below. This must be dated within the last three months and can be any of the following original documents (further guidance can be found in the Proof of Address Reference Guide):

- Utility bill (gas, electricity, water, state social security tax documents)
- Bank, building society or credit card statement
- Tenancy / mortgage agreement or statement
- Insurance document (must be a current insurance)
- Payslip (containing the individual's address)

Please note that a mobile phone bill will not be accepted as a proof of address document.

All pages of the chosen form of proof of address must be signed and verified in the following way:

- Printed name of person verifying the document
- Signature of person verifying the document
- Date the document is verified
- And using the words of "true and certified copy" – please note that no other alternative words are permitted

All documentation must be signed on the same date (if more than 1 copy) and by a manager and can be emailed to Resourcing.

Employment History

This will seek to confirm a 2 years history for standard screening and 5 years history for high level screening. Confirmation of full employment history will be from the appropriate HR Department and/or Line Managers (from previous employers) - in writing. If references cannot be collected or are culturally not issued the following proof may be considered:

- Job Certificates
- Official Work Books
- Wages/pay slips, State Taxation Documents
- Employment Contract and Communications
- For Pensioner - proof of receipt of pension payments

If employment history is not available, then the requirement is to check for the highest educational references available.

Any periods of self-employment will need to be confirmed by the individual's accountant, solicitors or by State Social Security communication, e.g. tax return and bank statements.

Employment Gaps

WL will check any gaps in employment history above three months, or following a period of redundancy or when the individual was in full time education. The evidence that may be requested is outlined as follows:

Redundancy - evidence of a period of redundancy should be provided by formal documentation relating to the terms of redundancy or evidence of the payment (this doesn't have to be in the period being referenced), taxation and wage documentation.

Unemployment – individuals should contact the state unemployment office to provide a letter from the country's

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relevant Social Security Department confirming payment of benefits to the individual or confirming non-employment status, or, a Bank Statement evidencing receipt of benefits. Individuals who were searching for employment should be able to provide confirmation emails or letters from direct employers or employment agencies, confirming receipt of CV / application forms, interview details, or refusals.

Voluntary work - written evidence of voluntary work during the period on the headed paper of the institution concerned.

Travelling abroad - individuals that have been travelling should be able to provide stamps in their passport. Individuals may have to show old passports and WL must ensure ALL visa stamps from a passport are copied and date certified. If passport stamps are not available the following proof may be collected; hotel, car hire & card receipts, sole bank statement evidencing overseas transactions during the period, inoculation records, formal documentation from a recognised travel company/airline for booking or travel during the period in question (including flight confirmations, train, boat tickets or car hire), bank account statement showing transactions in relevant currency if combined with additional verification which supports.

Sabbaticals - formal documentation from the employer confirming the sabbatical and outlining the terms.

Maternity / Paternity / Carer - individuals caring for children should provide a child's birth certificate within the period, up to 16 years maximum, Notice of Award of child benefit payments during the period or formal confirmation of award of child tax credit in respect of the birth of the child. If not the parent, a link to relationship must be established with documentary evidence. Individuals with other caring responsibilities should provide evidence of allowances received, death certificate, power of attorney or doctor's note/communication.

Medical illness - individuals should be able to provide a medical certificate covering the period or documentation from a medical practitioner or establishment that verifies that the individual was undergoing treatment during that period.

Character References - WL will only accept character references if no other evidence relating to the gap can be provided. Please note that under Level 3 requirements, character references are not accepted and other client terms may vary.

Academic Qualifications

The requirement is to provide the highest academic qualification attained at degree or higher diploma level. Secondary education or in-country equivalent will only be confirmed if attained in the last 6 years.

- The following can be accepted as proof of full-time education (at least 20 hours per week) for Graduates, University Leavers and Mature Students
- University/College letter of acceptance, which must be on headed paper, be issued by a recognised University/College (i.e. Government funded) and not a language school (unless an international student) and must confirm acceptance of student onto course and address must match POA (or dated in period of previous address)
- Student Loan Company/LEA/SAAS Award letter (UK only), which must match that on POA (or dated in period of previous address)
- Educational Certificates
- Confirmation of withdrawal from University including relevant dates
- Introduction from a recognised University/College (as above), which must be addressed to the individual or the bank, must be on headed paper or carry an appropriate stamp and must confirm the individuals name date of birth & course, be current or dated within the period of the previous address

Where existing employees are being screened for client site requirements, academic qualification checks may not be required.

Criminal Record Check (CRC)

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Criminal checks will be conducted to cover the last 7 years, unless otherwise restricted. This check will identify any criminal activity recorded against the individual.

Please note it is a contractual requirement for WL employees to declare any criminal convictions during employment either via their line manager or to HR.

Financial Probity Check

Identify any adverse financial information recorded against the individual. This check covers adverse credit history, registered debts, including Bankruptcy, Court judgments, and Creditor Voluntary Arrangements. Only credible Credit Reference Agencies should be used to perform such checks. Credit information is limited across the APAC region and the nature of the information reported is not uniform. All adverse findings will be validated through current address verification procedures and advised to the client for a decision.

Please note it is a contractual requirement for WL employees to declare any financial sanctions during employment either via their line manager or to HR.

Global Sanctions Check

Requirement to check for sanctions and enforcements imposed by a financial regulator for regulatory misdemeanours, debarment lists and any other information. A cross reference check is carried out against the world's leading financial sanction and enforcement bodies, which includes international warrants issued by law enforcement bodies.

International checks

When recruiting in-country, individuals may have previously lived and worked in other countries during the time period which is being verified. In such cases Individuals will need screening checks carried out in the specific countries in which they have worked or lived within the time period (where permissible and available) which will be charged at an additional cost.

Third Parties and Sub-Contractors

It is both WL policy and the expectations of our clients that all individuals engaged on client sites are appropriately screened to the same standard. It is the managers' responsibility to ensure that all individuals are security screened to the appropriate level for the site and that any third parties and subcontractor companies have fulfilled the requirement as outlined in this policy for their own employees.

Further guidance can be obtained from WL Procurement on the contractual obligations for all known suppliers and sub-contracting companies.

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APPENDIX 5

Special Conditions for Software Services

1. SERVICES AND LICENCE

- 1.1 The Supplier shall provide the Software Services specified in the Particulars. The Software Services will be governed by the T&Cs more generally and the special terms in this Appendix 5.
- 1.2 Supplier hereby grants WL a worldwide, non-exclusive, non-transferrable (except in respect of any WL Group companies which shall be transferrable), sublicensable right to permit the Authorised Users to access the Software, the Services and the Documentation, during the applicable Subscription Term as specified in each Purchase Order entered into from time to time by WL.
- 1.3 WL shall ensure that:
 - 1.3.1 only Authorised Users shall have access to the Software;
 - 1.3.2 each Authorised User keeps a secure password for his use of the Software and that each Authorised User keeps his password confidential; and
 - 1.3.3 it shall not store, distribute or transmit any Virus, or any material through the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 1.4 Supplier shall facilitate upon request of WL, the transfer of User Subscriptions between Authorised Users provided that it does not exceed the number of User Subscriptions granted pursuant to the applicable Purchase Order.
- 1.5 Where the number of Authorised Users exceeds the number of User Subscriptions purchased by WL under these T&Cs, the Supplier's sole and exclusive remedy will be the applicable Fees for the period of such excess usage.
- 1.6 The Supplier shall perform the Services exclusively at the Supplier Permitted Locations.
- 1.7 The Supplier shall on a monthly basis provide WL with reports and information to enable WL to effectively monitor the Supplier's performance against the Service Levels. Without prejudice to the foregoing, the Supplier promptly upon request provide WL with such reports and information as WL may reasonably require in relation to the provision of the Services.
- 1.8 The Supplier agrees that the provision of the Services shall be subject to continuous improvement and shall provide to WL upon reasonable request a detailed report setting out how it will improve the provision of the Services to WL. The Supplier shall notify and make available to WL any upgrades, updates and releases it makes generally available to its clients and customers.
- 1.9 The Supplier shall procure the attendance of sufficiently senior members of the Supplier Personnel to attend meetings with WL from time to time upon WL's reasonable request.
- 1.10 The Supplier and WL shall agree in writing a member of the Supplier Personnel to be the Supplier Account Manager. The Supplier shall arrange that the Supplier Account Manager is responsible for the day to day activities relating to the Services and is WL's first point of contact regarding the Services. The Supplier shall use all reasonable endeavours retain the Supplier Account Manager's engagement on the Services.
- 1.11 The Supplier shall:
 - 1.11.1 promptly provide to WL all information, materials, ancillary services reasonably required in relation to the Services; and

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- 1.11.2 ensure that the Supplier Personnel, who are required to enter any WL premises, comply with the security and health and safety regulations and other policies in force at such premises from time to time, obey the reasonable instructions of WL while on such premises and otherwise not cause any disruption, spoilage, disturbance or damage to such premises.

2. ACCESS TO THE SERVICES

- 2.1 Supplier grants WL a right to receive the Services under a Purchase Order during the applicable Subscription Term.
- 2.2 Supplier recognises that WL may have legitimate business reasons for not upgrading to a new version of the Software as soon as the version becomes available. In the event of cessation of support of old versions which have reached their end-of-life, Supplier shall serve WL a minimum of twelve (12) month's written notice of its intention to cease support such product version, Supplier may remove WL's access to that version and upgrade WL to a new version at no extra cost to WL.
- 2.3 The Supplier shall ensure that any upgrade, update or release of the Software shall conform to the requirements of these T&Cs and shall not result in a material degradation or change in functionality of the Services.

3. SUPPLIER'S WARRANTIES

- 3.1 Supplier warrants, represents and undertakes that the Services will be delivered in accordance with:
- 3.1.1 the Services Description set out in the Purchase Order;
 - 3.1.2 the Service Levels;
 - 3.1.3 the Documentation;
 - 3.1.4 Good Industry Practice;
 - 3.1.5 Applicable Law; and
 - 3.1.6 the Appendices 1 to 5, 7 and 8 and any other of WL's policies.
- 3.2 Supplier warrants, represents and undertakes that it:
- 3.2.1 shall not introduce any software into the WL System other than the Software without WL's prior written consent;
 - 3.2.2 has and shall maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these T&Cs (including but not limited to its provision of the Software, Services and Documentation) and that the performance of its obligations shall not infringe the rights of any third party;
 - 3.2.3 has full authority to enter into these T&Cs to provide the Services and that doing so will not amount to a breach by the Supplier of any contract or binding agreement (whether written or oral) to which it is a party;
 - 3.2.4 all information which the Supplier or any of its representatives has furnished to WL or any of its representatives prior to the Effective Date of these T&Cs and, in respect of each Order, Service Commencement Date, in connection with or for the purposes of the transaction evidenced by these T&Cs or Purchase Order is true, complete and correct in all material respects (except to the extent based on incorrect information provided by WL to the Supplier); and
 - 3.2.5 the Supplier has carried out due diligence in accordance with Good Industry Practice with the objective of satisfying itself as to all risks, contingencies and circumstances to do with the performance of these T&Cs and any Purchase Order.
- 3.3 Supplier warrants, represents and undertakes that Supplier's hosting environment meets the following requirements:

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- 3.3.1 preservation of the confidentiality of all of WL's Confidential Information, which includes any back up media produced which incorporates in any way WL Data;
 - 3.3.2 provision of adequate security measures is in place at all times and are fully documented and made available to WL upon request including but not limited to the provision of firewalls, virus detection and intrusion monitoring;
 - 3.3.3 Supplier shall maintain daily backups of WL Data for disaster recovery purposes in accordance with Clause 9 of the Main Terms and Appendix 3;
 - 3.3.4 all WL Data is encrypted for any transmission; and
 - 3.3.5 Supplier shall ensure that it fully supports and maintains the hosting environment including putting in place, disaster recover planning and performance and capacity monitoring in accordance with Clause 9 of the Main Terms.
- 3.4 The Supplier warrants that:
- 3.4.1 the Software is free from any Virus; and
 - 3.4.2 the Software is free from Open Source Software
- and the Supplier undertakes to use Software tools in accordance with Good Industry Practice to detect the presence of any Virus and/or Open Source Software.
- 3.5 Without prejudice to Clause 21 of the Main Terms and/or paragraphs 3.1, 6.1 and 6.2 of this Appendix 5, in the event that the Supplier is non-compliant with any warranty in these T&Cs relating to the provision of Software, the Supplier shall, at the Supplier's option, promptly repair, replace or remedy (as appropriate) the non-compliant Software.
 - 3.6 If none of the options in Clause 21 are reasonably practicable, WL may (but is not obligated to) terminate these T&Cs, in which case Supplier shall refund to WL all Fees pre-paid to Supplier for unused Services (without prejudice to any other remedy available to WL).
 - 3.7 In the event that the Supplier becomes aware of its non-compliance with any of the warranties in paragraphs 3.1 to 3.4 of this Appendix 5, it will notify WL immediately and will provide full co-operation to WL in its investigation of any such non-compliance.
 - 3.8 The warranties, representations and undertakings in paragraph 3.1 to 3.4 of this Appendix 5 shall be repeated by the Supplier as at the date of providing any new Software or Software Services.

4. SERVICE LEVELS

- 4.1 The Supplier shall use make the Services available 24 hours a day, seven days a week, except for:
 - 4.1.1 planned maintenance carried out during the Maintenance Window; and
 - 4.1.2 unscheduled maintenance performed outside Maintenance Window but during Business Hours, provided that the Supplier has used reasonable endeavours to give WL at least 6 Business Hours' notice in advance.
- 4.2 If there is a Service Failure, (without limiting any other obligations the Supplier may have and without limiting any other rights or remedies of WL) the Supplier shall:
 - 4.2.1 notify WL immediately of the Service Failure; and
 - 4.2.2 carry out promptly in accordance with Good Industry Practice and at its own cost resolution of the Service Failure; and
 - 4.2.3 shall provide an incident report relating to the Service Failure which shall identify the cause of the Service Failure and will propose measures that the Supplier shall take in order to minimise the recurrence of such Service Failure.

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- 4.3 The Supplier shall provide WL with a monthly report detailing its performance in respect of each of the Service Levels in such format as is acceptable to WL (acting reasonably).
- 4.4 The Supplier shall calculate any applicable Service Credits in accordance with the provisions set out in the Purchase Order Details and shall make payment of the Services Credits to WL in accordance with the provisions of Clause 4.9 of the Main Terms.
- 4.5 The Parties agree that the Service Credits are not a penalty and are a genuine pre-estimate of the loss likely to be suffered by WL in respect of a failure by the Supplier to comply with the relevant Service Level.
- 4.6 The Supplier acknowledges that Service Credits are in addition to (and not a substitute for) any other rights or actions WL may have against Supplier arising from the Supplier's failure to provide the Services in accordance with these T&Cs.

5. WL OBLIGATIONS AND RELATED PROVISIONS

- 5.1 WL shall provide to the Supplier and shall procure the provision of its personnel to the Supplier, information and cooperation that is reasonably required by the Supplier to provide the Software Services, including the provision of access and functioning of the WL System to effectively interface with the Software. The Supplier shall be relieved of any failure to provide the Software Services as a direct result of WL's failure to perform such obligations provided that the Supplier has notified to WL in writing of such failure of WL as soon as reasonably practicable.

6. PROPRIETARY RIGHTS

- 6.1 WL acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Software or the Documentation and these T&Cs do not grant WL any rights to, or in, the Intellectual Property Rights, or any other rights or licences in respect of the Software or any Documentation subject to paragraphs 6.2 and 6.3 of this Appendix 5.
- 6.2 Where any Intellectual Property in the Work Products is created under these T&Cs, such Intellectual Property belongs to and shall irrevocably belong to WL and the Supplier hereby assigns to WL all such Intellectual Property and hereby agrees that any Intellectual Property therein that come into existence after the date hereof shall vest absolutely in WL immediately upon such rights coming into existence and to that end the Supplier hereby assigns with full title guarantee for all purposes, applications and fields of use (including by way of present assignment of future rights in relation to rights not yet created) and free from all third party rights, all right, title and interest in and to the foregoing to WL absolutely. The Supplier agrees to do all acts and execute all documents necessary to give effect to the provisions of this section 6 of Appendix 5. The Supplier hereby unconditionally and irrevocably waives all moral rights in relation to such Intellectual Property. For the avoidance of doubt, all Intellectual Property Rights in the WL Data shall remain the property of WL and the Supplier is not granted any rights under these T&Cs in the WL Data except to the extent strictly necessary for the purposes of providing the Services.
- 6.3 Supplier hereby grants WL a worldwide, non-exclusive, perpetual, non-transferrable (except in respect of WL Companies which shall be transferrable), sublicensable right to use any Intellectual Property Rights incorporated into the Work Products (including, for the avoidance of doubt, any Intellectual Property Rights prior to their assignment to WL pursuant to this section 6 of Appendix 5 and any Supplier Software incorporated in the Software).
- 6.4 The Supplier will execute, and procure the execution of, all necessary contractual documentation with Supplier Personnel to give effect to its obligations under this section 6 of Appendix 5.

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APPENDIX 6

SUPPLIER INVOICING INSTRUCTION

The Williams Lea Group of Companies operate a strict process for payment of supplier invoices. Please ensure that you follow the guidelines provided in this document. Any invoice that does not follow these guidelines will be returned to you unpaid. These guidelines apply to all Global Williams Lea companies.

EMAIL INVOICE

Please send your invoices to the email address below.

Americas, Europe & Middle East, India & APAC (Except Below)	WL.AP@Williamslea.com
For Japan, Hong Kong, Korea, Taiwan, China	WL.GC-INV@williamslea.com
TSO Mailbox info	invoicescanning@tso.co.uk

Your invoice must be a correct and legal invoice. Invoice must be sent via PDF to the proper email address above without any restrictions, such as printing, editing or password protection. Payment terms are based upon the date of receipt to the email address above. Please ensure that the following details are correct otherwise your invoice will be returned:

Your invoice must include:

- WL Purchase Order (P.O.) number
- Invoice must be addressed to the proper WL entity per the P. O.
- Invoice must match the P. O. details for value, quantity, and price.
- Supplier's name, address, email address and contact telephone number.
- Invoice number, invoice date, quantity, amount (net and gross)
- PDF file name must be unique. Any duplicate file names will not be processed. PDF file can only contain one invoice however, you can send multiple PDFs on one email. You can include supporting documents in this PDF but only one invoice per PDF.
- Please do not send zipped files.
- A black and white invoice format is preferable.
- No Zipped files will be accepted.

Most of the above information is included in the Purchase Order (PO) we send to you. Please ensure you receive a copy of the PO from your WL contact before delivering goods/services and issuing your invoice. Invoices that do not match these requirements, will not be processed, and will be returned to you for correction.

STATEMENT & QUERIES & SUPPORT

Americas, Europe & Middle East, India & APAC (Except Below)	WL.Statements@williamslea.com
For Japan, Hong Kong, Korea, Taiwan, China	WL.GC-AP@williamslea.com
For TSO	invoicebooking@tso.co.uk

Please send queries and your Statements to the email address below based on your region of business.

Americas, Europe & Middle East, India & APAC (Except Below)	WL.SST@Williamslea.com
For Japan, Hong Kong, Korea, Taiwan, China	WL.GC-AP@williamslea.com

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APPENDIX 7

Data Security Schedule – Standard

Information Security, Physical Security & Business Continuity Management

Applicable Security Law Requirements	any applicable requirements arising out of law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives relating to information security.
Business Continuity Incident	any event as a result of which the Business Continuity Plan is invoked.
Business Continuity Management Programme	a proactive process to identify key operations and recovery requirements from which Business Continuity Plans may be developed.
Business Continuity Plan	a plan produced by the Supplier invoked upon the occurrence of a Business Continuity Incident which provides step by step guidance around the recovery of services to an agreed recovery point.
Business Impact Analysis	a process that identifies and evaluates the potential effects of natural and man-made events on business operations.
Development Environment	the environment made available for the creation and development of programs or software products prior to being released into a Testing Environment.
Information Security Controls	controls to protect the confidentiality, integrity or availability of data.
Minimum Business Continuity Objective	the minimum level of services and/or products that is acceptable to the organization to achieve its business objectives during an incident, emergency or disaster.
Personally Identifiable Information (PII)	information that can be used to identify an individual person e.g. name, date of birth, address.
Physical Security Controls	controls to prevent unauthorised physical access to supplier or Supplier Company premises.
Physical Security Incident	any event where there is, or potentially could be, unauthorised access to, or use of, or interface with WL Assets under the supplier's or a Supplier Company's or any of the supplier's (or, as the case may be, a Supplier Company's) sub-contractors' control.
Production Environment	an environment where the real-time staging of programs that run an organisation are executed, and includes the personnel, processes, data, hardware, and software needed to perform day-to-day operations.

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Public Cloud Services	any data hosting, processing or storage service which is provided to the Supplier by a third party, where the service is provided on infrastructure owned and located at the third party's premises, and the service is made available over the internet using infrastructure shared amongst clients and customers.
Recovery Point Objective	the point in time to which work needs to be restored following a Business Continuity Incident.
Recovery Time Objective	the time objective for restoration of Business as Usual in the event of Business Continuity Incident.
Relevant Systems	systems that host WL Data, either WL Systems or Supplier Systems.
Security Incident Management Process	monitoring and detection of security events on a computer or computer network, and the execution of proper responses to those events.
SMEs	subject matter experts.
Supplier Company	a member of the group of companies of which the primary Supplier is the parent company, or where the supplier company is considered an affiliate of a group of companies.
Supplier Personnel	any employee, officer, agent or other person whatsoever acting for the Supplier or otherwise under the control and direction of the Supplier, a Supplier Company or of any of the Supplier's sub-contractors.
Supplier Network	technology network or system of computers operated by the supplier or a Supplier Company or any of the Supplier's sub-contractor which are joined together so that they can exchange information in a segregated environment.
Supplier Systems	system or systems that host WL Data whether they are under the ownership of the Supplier or a Supplier Company or any affiliated sub-contractors.
Supplier's Key Security Contact	supplier contact with responsibility for the information security of the services, physical security of assets and notification and update on business continuity invocation in the event of a business continuity incident.
Testing Environment	environment made available for the testing of recently developed programs or software products prior to being released into a Production Environment.
WL Assets	WL personnel, WL Data or relevant infrastructure.
WL Customer Data	information relating to WL's clients and customers (or those of any WL Group company).
WL Data	all data (including but not limited to WL Customer Data), tables, information, text, drawings, codes, diagrams, images or sounds which are

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embodied in any electronic or tangible medium, including compilations of any of the foregoing, and which are:

- (a) processed by, or a product of, the Services;
- (b) generated by the Supplier or a Supplier Company or a sub-contractor of the Supplier in carrying out the Supplier’s obligations under this Agreement; or
- (c) generated by or on behalf of WL or a WL Group company

WL Systems

systems of WL or any WL Group company.

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1. INTRODUCTION

- 1.1. Subject to the provisions set out below, the Supplier shall be responsible for all aspects of the security of the Services and shall take action to safeguard the Services against:
 - 1.1.1. breach of confidentiality (e.g. unauthorised observation, acquisition or transmission of paper or electronic data including voice);
 - 1.1.2. loss of integrity of information either in storage or in transit (e.g. loss, corruption, contamination or obliteration of data including voice);
 - 1.1.3. loss of availability of information due to failure or compromise of the Services;
 - 1.1.4. unauthorised access to, use of, or interface with the Services by any person;
 - 1.1.5. unauthorised breaches of physical security, including network elements, buildings and tools used by the supplier in the provision of the Services; and
 - 1.1.6. use of the Services by any third party (including, but not limited to, a sub-contractor) in order to gain access to any computer resource of an authorised user unless WL has explicitly permitted this in writing.
- 1.2. The Supplier must ensure that its Information Security Controls where applicable to the Services provided to WL:
 - 1.2.1. are contained within an up-to-date information security policy which is approved by the Supplier's management, published and communicated to all personnel;
 - 1.2.2. meet all local and Applicable Security Law Requirements;
 - 1.2.3. are substantially aligned with the information security requirements documented within the international ISO27001 standard; and
 - 1.2.4. are compliant with this Schedule and accept that the requirements within it are subject to change to ensure continued protection of the members of the WL Group and their respective clients and customers.
- 1.3. The Supplier will appoint an appropriate individual to act as the Supplier's Key Security Contact to:
 - 1.3.1. act as the first point of contact for all WL information security, physical security and BCM related questions, requests, issues and incidents;
 - 1.3.2. attend all relevant meetings;
 - 1.3.3. have or have access to subject matter expertise in information security; and
 - 1.3.4. either have authority to approve any technical or procedural changes required to maintain the security of the services or access to appropriate escalation routes within the Supplier's organisation to obtain prompt approval.

2. INFORMATION SECURITY RIGHT OF AUDIT

- 2.1. The adequacy of the Supplier's Information Security Controls will be periodically assessed (save in the case of a reasonably suspected breach by the Supplier of its obligations under this Schedule or following any significant security breach) either by:

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- 2.1.1. a direct on-site or remote assessment by WL information security SMEs or an independent sub-contractor under WL's general rights of audit under the Agreement; no more than once annually or
- 2.1.2. an ISAE3402, SSAE16, ISO/IEC27001:2013, PCI DSS v3.0 or other appropriate audit of Information Security Controls ordered by the Supplier and conducted by an independent party, but only where:
 - 2.1.2.1. the date of such independent assessment, certification or audit is no more than 12 months prior to WL's request to assess the Supplier's Information Security Controls;
 - 2.1.2.2. WL accepts the scope as being adequate to prove information security control standards for all Services; and
 - 2.1.2.3. such output can be shared with WL (allowing for reasonable redaction and/or appropriate non-disclosure agreements should this raise any issues of confidentiality); and
 - 2.1.2.4. a regular or frequent cyber ratings report conducted and published by a reputable cyber ratings agency, where such output can be shared with WL or a WL client upon request.
- 2.2. The output of any direct on-site, remote or independent assessment must enable WL to compare the adequacy of the Supplier's Information Security Controls against the standards of security required in the agreement;
- 2.3. Where the Supplier's Information Security Controls (as assessed either by WL or by an independent audit) are deemed to be inadequate, WL and the Supplier shall agree on a remedial plan and a timetable for achievement of improvements. The Supplier shall notify WL of remediation completion and shall allow WL to conduct a further assessment if requested;
- 2.4. All expenses incurred associated with such an assessment by the Supplier, sub-contractors employed by the Supplier (or, as the case may be, a Supplier Company) including all staff expenses of those organisations shall be the responsibility of the Supplier; and
- 2.5. WL shall accept responsibility for all expenses incurred by its staff including expenses associated with the use of an independent sub-contractor only.

3. INCIDENT MANAGEMENT

- 3.1. The Supplier will:
 - 3.1.1. implement a process for the management and reporting of security related incidents or suspected security incidents (including, but not limited to: (i) losses of data storage devices; (ii) destruction of, damage to, theft of, or unauthorised access to any store of WL Data; and (iii) exploitation of any vulnerability in the Supplier's hosted networks, connections, applications, websites, or servers if such exploitation may impact the security of any WL Data or otherwise damage WL's or any WL Company's reputation);
 - 3.1.2. provide immediate communication of the actual or suspected security incident to WL and to all persons accessing the services in order for WL;
 - 3.1.3. promptly provide WL with such assistance and co-operation as WL may request in relation to the conduct of investigations into any confirmed incident which includes the preserving of any evidence if required for forensic analysis; and
 - 3.1.4. test its Security Incident Management Process no less frequently than once in every 12-month period.

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4. INFORMATION ASSET MANAGEMENT

- 4.1. The Supplier shall implement and maintain an asset register which records all hardware, software and data assets, this register includes:
- 4.1.1. a Supplier owner for each asset; and
 - 4.1.2. a record for each asset which defines its purpose, location and acceptable use in accordance with its information classification.
- 4.2. Any assets used for WL data shall manage information privacy appropriately and have established security controls for handling Personally Identifiable Information.

5. SUB-CONTRACTORS

- 5.1. Without prejudice to any other provision of the Agreement relating to sub-contracting, inform WL of any functionality that is sub-contracted and to whom and ensure that:
- 5.1.1. each sub-contractor complies with all applicable requirements of this Schedule;
 - 5.1.2. background verification checks of all Sub-Processors are carried out in accordance with relevant laws, regulations and ethics;
 - 5.1.3. the Information Security Controls of each sub-contractor are regularly checked to confirm that they are adequate and are being operated effectively and that evidence of such checks is retained; and
 - 5.1.4. where requested by WL, provide WL with evidence of the Information Security Controls of each sub-contractor to support any assessment, remediation, governance or incident investigation activity conducted pursuant to this schedule.

6. ACCESS CONTROL

- 6.1. The Supplier will:
- 6.1.1. maintain and implement appropriate security systems, controls, policies and procedures to ensure the secure use of the Relevant Systems and any WL data held therein;
 - 6.1.2. ensure that access to the Relevant Systems is only granted to those Supplier Personnel who reasonably need it for the purposes of delivering the Services;
 - 6.1.3. ensure that access to the Relevant Systems by Supplier Personnel is restricted in accordance with the role or function of the individual and that access is added, modified, deleted and reviewed in a timely manner and in accordance with current policies;
 - 6.1.4. ensure that background verification checks on all candidates for employment are conducted in accordance with relevant laws, regulations and ethics; and
 - 6.1.5. ensure all users are authenticated by using an identifier (e.g., a User ID) and an authenticator (e.g., a password).

7. REMOTE ACCESS SECURITY

- 7.1. The Supplier shall ensure that controls are in place to prevent unauthorised remote access to the Relevant Systems. Such controls shall include, without limitation:
- 7.1.1. any remote access to Relevant Systems shall use industry approved remote access tools and strong authentication;

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- 7.1.2. all data travelling across a remote access mechanism shall be encrypted from the end-point (e.g. laptop) to the network;
- 7.1.3. all attempts to connect to the Relevant Systems using an unauthorised remote access mechanism shall be rejected and logged; and
- 7.1.4. all such remote access logs shall be reviewed, and any suspicious activity investigated.

8. CUSTOMER ACCESS TO THIRD PARTY SYSTEMS

- 8.1. The Supplier will ensure that all aspects of individual customer access to the organisation's business applications meet security requirements by:
 - 8.1.1. maintaining a documented standard or procedure for the provision of customer access to the organisation's business applications;
 - 8.1.2. controlling the means of authentication to ensure each customer is uniquely identified, type of access is appropriate and maintain a record of all authentication activity; and
 - 8.1.3. installing a single point of contact or call centre for handling customer access queries or security issues.

9. THIRD PARTY ACCESS & SYSTEM MAINTENANCE TO WL SYSTEMS

- 9.1. The Supplier shall ensure that any and all access to any WL Systems by any sub-contractor or the Supplier (or, as the case may be, of a Supplier Company) including to perform maintenance, either on site or remotely will:
 - 9.1.1. be covered by an active contract between the Supplier's (or the applicable Supplier Company) and applicable Sub-contractor which contains non-disclosure provisions no less robust than the non-disclosure provisions set out in this Agreement before access is provided;
 - 9.1.2. is approved in advance in writing by WL and managed in tandem with an assigned WL or WL company employee and is restricted to specified individuals only;
 - 9.1.3. has defined objectives and scope agreed with appropriate WL supplier relationship personnel prior to the commencement of any planned maintenance activities;
 - 9.1.4. restricts access rights to the minimum level required to perform the maintenance activities and disables access rights immediately following completion of those activities; and
 - 9.1.5. is reviewed and revalidated on a regular basis to ensure that, inter alia, any access no longer required is removed in a timely manner.

10. STAFF SECURITY, TRAINING AND AWARENESS

- 10.1. The Supplier shall ensure that all persons accessing the Relevant Systems are screened prior to employment, trained in and aware of the provisions of this Schedule and their responsibilities by:
 - 10.1.1. ensuring that robust background verification checks on all candidates for employment are conducted in accordance with relevant laws, regulations and ethics;
 - 10.1.2. documenting information security responsibilities for all employees throughout the organisation which include security responsibilities in job descriptions and terms and conditions of employment; and
 - 10.1.3. providing induction training for all new employees and ongoing training for all staff with specific coverage of information security.

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11. MEDIA AND MOBILE DEVICE SECURITY

11.1. The Supplier will:

- 11.1.1. not store WL Data on unencrypted portable storage devices such as external hard drives, USB sticks, laptops or portable backup media;
- 11.1.2. not store WL Data on any personally owned mobile or smartphone devices;
- 11.1.3. ensure that any corporately owned mobile or smartphones devices are appropriately approved, password protected, encrypted and configured to prevent unauthorised access; and
- 11.1.4. ensure that all WL Data held on removable media (disks, memory sticks, etc) is encrypted using at least AES 128bit.

12. DATA TRANSFER SECURITY

12.1. The Supplier will ensure that:

- 12.1.1. all WL Data sent over any email system has appropriate Transport Layer Security (TLS) in place;
- 12.1.2. all WL Data sent over the internet using any known internet protocols (e.g. FTP) is encrypted using at least AES 128bit encryption mechanism whilst in transit; and
- 12.1.3. instant messaging over external networks and text messaging is not used to communicate WL Data.

13. CRYPTOGRAPHIC CONTROLS

13.1. The Supplier shall implement appropriate cryptographic controls to ensure that:

- 13.1.1. the confidentiality of all WL Data is protected using appropriate encryption strength and algorithms, both in transit and at rest; and
- 13.1.2. only trusted keys and certificates are accepted, and that the protocol in use only supports secure versions, with approved length and with appropriate generation and management of those keys.

14. DATA STORAGE & DISPOSAL

14.1. The Supplier shall ensure that:

- 14.1.1. all information is secured under lock and key if left unattended by Supplier Personnel and its access is appropriately restricted;
- 14.1.2. any IT assets and electronic media that are being used to store only WL Data but which are no longer required are destroyed by incineration or damaged beyond repair by an industry recognised method;
- 14.1.3. all electronic WL Data is erased using data erasure technology that confirms it is not recoverable; and
- 14.1.4. any paper documents containing WL Data which are no longer required are disposed of by shredding, using a third-party data disposal organisation or appropriate internal disposal means.

15. SYSTEM DEVELOPMENT LIFECYCLE (SDLC) SECURITY

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- 15.1. The Supplier will operate a robust System Development Lifecycle (SDLC) which includes information security requirements that must be implemented on all software elements supporting the Service, ensuring that:
- 15.1.1. there is clear segregation of environments between all environments, including but not limited to, Development Environments, Testing Environments and Production Environments;
 - 15.1.2. developers have no access to any Production Environments and are not able to promote code to any Production Environments;
 - 15.1.3. all system changes affecting project and support environments are reviewed to ensure that they do not compromise the security of those environments;
 - 15.1.4. all system changes and associated code is approved by the appropriate supplier manager prior to the deployment of any such change to the Production Environment;
 - 15.1.5. secure coding standards are documented, followed and appropriately reviewed prior to deployment;
 - 15.1.6. source code, including all software under development, is appropriately controlled including being securely stored, version controlled, protected from unauthorised access and fully tested in a lesser environment prior to deployment to any Production Environment; and
 - 15.1.7. no WL data classified as RESTRICTED or CONFIDENTIAL is stored or used at any time in any Development or Test Environment.

16. THIRD PARTY NETWORK MANAGEMENT

- 16.1. The Supplier will take all steps necessary to safeguard the security of their network through:
- 16.1.1. restricting access to the network to only Supplier Personnel approved in advance by an appropriate manager within the Supplier's organisation to access any Supplier Network;
 - 16.1.2. implementing controls which ensure that any Supplier Network is used only for its intended business purpose;
 - 16.1.3. configuring network devices (including routers, switches and firewalls) to ensure they do not compromise the security of the network;
 - 16.1.4. creating specific firewall rules that control and limit the level and type of network activity which are routinely reviewed and changed only via change request including approval by an appropriate network manager;
 - 16.1.5. implementing network logging and monitoring capability which includes, but is not limited to, logging of all unauthorised authentication attempts; and
 - 16.1.6. limiting remote maintenance of Supplier Systems and networks to only essential maintenance by authorised individuals confined to individual sessions.

17. THIRD PARTY APPLICATIONS

- 17.1. The Supplier shall ensure that any and all Supplier Systems used by the supplier or any sub-contractor for the purposes of providing services to WL will:
- 17.1.1. be appropriately segregated from other internal or untrusted networks;
 - 17.1.2. have appropriate, and up to date, security controls such as patches, encryption, firewall protection and Anti-Virus where relevant;
 - 17.1.3. limit access to a least privilege principle for all internal and external employees;

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- 17.1.4. follows appropriate password configuration and management guidelines, including but not limited to instructing employees to:
- 17.1.4.1. keep passwords or memorable words confidential by not sharing with any other person, writing passwords down or storing them in any IT function or facility;
 - 17.1.4.2. change passwords immediately if there is an actual or suspected breach of password security;
 - 17.1.4.3. regularly change passwords as required by the WL Systems to maintain security; and
- 17.1.5. not access, use or attempt to access or use the WL Systems using any other person's credentials.
- 17.2. Passwords will be automatically revoked after five consecutive unsuccessful log on attempts. Resetting of passwords where revoked or forgotten will be carried out as determined by WL from time to time.

18. THIRD PARTY INFRASTRUCTURE

- 18.1. The Supplier will have appropriate operating procedures for the management and operation of all information processing facilities, including e-commerce environments by:
- 18.1.1. maintaining policies and procedures for system maintenance, including but not limited to, secure
 - 18.1.2. standardised system builds for all Supplier Systems and Supplier Network devices;
 - 18.1.3. conducting regular logging and monitoring of all information security events and user activity on Supplier Systems which detects any unauthorised access, modification or deletion of data;
 - 18.1.4. implementing a secure wireless solution which ensures that all requirements are authorised, authenticated, restricted appropriately and protected from unauthorised access; and
 - 18.1.5. implementing appropriate encryption for all wireless traffic.

19. PATCHING AND ANTI-MALWARE

- 19.1. The Supplier will have a centrally managed anti-malware solution. Anti-malware protection will be in place on all devices used at any time to store or process WL Data and malware signatures on any network connected device will include latest updates from the anti-malware vendor at all times.
- 19.2. The Supplier will have a process for dealing with actual or suspected malware infections to ensure that any potential or actual security breaches linked to infections are promptly investigated and notified to WL.
- 19.3. The Supplier will have a process for:
- 19.3.1. identifying and risk-assessing all new patches made available for systems storing or processing WL Data;
 - 19.3.2. the timely testing and implementation of patches in non-production environments;
 - 19.3.3. authorising implementation of patches before they are applied to production systems;
 - 19.3.4. rolling back implemented patches without operational impact on Services if required; and
 - 19.3.5. maintaining records of all patching activities.

20. INTRUSION DETECTION

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- 20.1. The Supplier will operate appropriate Intrusion detection mechanisms for all and any Supplier Systems and Supplier Networks to identify predetermined and new types of attack.
- 20.2. Intrusion detection methods should be supported by documented standards or procedures;
- 20.3. Intrusion detection mechanisms should identify activity typically associated with malware or traffic originating from known malicious IP addresses or network domains, known attack characteristics or unusual or anomalous behaviour; and
- 20.4. Intrusion detection mechanisms should be configured to incorporate new or updated attack characteristics, provide alerts when suspicious activity is detected and allow for suspected intrusions to be analysed and potential business impact assessed.

21. WEB SERVICES SECURITY

- 21.1. The Supplier will:
 - 21.1.1. conduct penetration testing of any interfaces to be used by WL, the clients and customers of WL or of any WL Company. In respect of such penetration testing, the Supplier will:
 - 21.1.1.1. ensure that the scope is agreed with WL;
 - 21.1.1.2. ensure that the penetration testing supplier is agreed with WL;
 - 21.1.1.3. where a penetration test is conducted by the Supplier, provide WL with a copy of the report which confirms the penetration testing company used, date of the test, scope and key findings; or
 - 21.1.1.4. allow WL to perform its own penetration testing where the Supplier either does not perform its own testing or does not perform it to a level acceptable to WL.
 - 21.1.2. conduct regular vulnerability scans of all:
 - 21.1.2.1. internet-facing interfaces;
 - 21.1.2.2. internal systems that store or process WL Data; and
 - 21.1.2.3. network components (including, but not limited to, firewalls) that protect systems storing or processing WL Data;
 - 21.1.3. ensure that any output of the vulnerability scans is made available to WL for scrutiny upon request;
 - 21.1.4. ensure that any vulnerabilities identified are remediated and that any associated risks are properly articulated and effectively managed; and ensure that any vulnerabilities identified that cannot or will not be remediated are communicated to WL with appropriate explanation.

22. PUBLIC CLOUD SERVICES

- 22.1. The Supplier will:
 - 22.1.1. not store, host, or process any 'WL RESTRICTED' or 'CONFIDENTIAL' information in any Public Cloud Service without the prior written consent of WL;
 - 22.1.2. provide adequate assurance of the Public Cloud Services provider's security controls by allowing WL access to any or all of the following:
 - 22.1.2.1. documentation relating to the Supplier's due diligence activity in respect of the Public Cloud Services provider;

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- 22.1.2.2. ISAE 3000, ISAE 3402, SSAE16 or any similar independent SOC II audit of the Public Cloud Services provider; and
- 22.1.2.3. where applicable, details of the scope and certification status of ISO/IEC 27001:2013.

23. PAYMENT CARD INDUSTRY – DATA SECURITY STANDARDS

- 23.1. Where end user initial or full payment for services and/or products is made using a debit or credit card, the Supplier will ensure (and will procure that any sub-contractor ensures) that the Services (and any component thereof) are compliant with the latest Payment Card Industry Data Security Standard version and will, upon request, provide to WL evidence demonstrating compliance with this paragraph.

24. CONTRACT EXPIRY

- 24.1. Without prejudice to any other provisions of this Agreement regarding the consequences of termination and/or exit (and in addition to those provisions), upon the expiry or termination of this Agreement, the Supplier shall:
 - 24.1.1. assist WL in performing a termination review detailing the nature, type and classification of WL Data held within the Supplier, Supplier Company (or, as the case may be, of a Supplier Company's) sub-contractors network and the requirement to retain any WL Data following contract expiry or termination;
 - 24.1.2. assist WL in the system extraction, packaging and return (in a format mutually agreed) and/or destruction of all WL Data from all sources, networks and devices;
 - 24.1.3. ensure that all physical or logical assets, intellectual property and licences are returned, and physical and logical system access to WL Data or WL Systems is revoked within timescales agreed with WL;
 - 24.1.4. confirm in writing to WL that WL retains the right to perform a periodic assessment of the Supplier to confirm the adequacy of the Supplier's Information Security Controls, where WL Data is retained post contract expiry no more than once annually (pursuant to Clause 3.1 of this schedule); and
 - 24.1.5. provide appropriate notification and assistance to WL should a data breach occur where WL Data is directly or indirectly impacted (pursuant to section 4 of this Data Security Schedule).

25. PHYSICAL SECURITY MANAGEMENT

- 25.1. The Supplier shall be responsible for all aspects of the physical security in relation to the services provided, WL assets whether they reside with the suppliers operating facility, Supplier Company's (or as the case may be, of a Supplier Company's) sub-contractor logical or physical premises and shall ensure that:
 - 25.1.1. appropriate Physical Security Controls will be implemented in order to protect all WL Assets whilst in their possession, custody or control and shall take action to safeguard them;
 - 25.1.2. its Physical Security Controls are aligned with the physical security requirements in international standard ISO/IEC27001:2013 as a minimum; and
 - 25.1.3. WL are informed promptly upon identification of any Physical Security Incident which could cause an exploitable vulnerability to the physical security profile of WL or any other WL company, and will provide WL with such assistance and co-operation as WL may reasonably request in relation to the conduct of any investigation into any Physical Security Incidents.

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26. BUSINESS CONTINUITY MANAGEMENT

- 26.1. The Supplier shall have a documented Business Continuity Management Programme and associated Business Continuity Plans enabling it to restore products and services at acceptable predefined level should a Business Continuity Incident occur and shall ensure that:
- 26.1.1. each Business Continuity Plan is reviewed and approved by the Supplier's senior management at least annually;
 - 26.1.2. both the Business Continuity Management programme and associated Business Continuity Plans reflect relevant regulations and guidance issued by the regulatory authority and shall be managed to a standard no lower than ISO22301;
 - 26.1.3. all Business Continuity Plans shall have clearly documented Business Impact Analysis, Recovery Time Objectives, Recovery Point Objectives and Minimum Business Continuity Objective;
 - 26.1.4. all Business Continuity Plans are exercised at least annually, WL informed of the dates of planned exercises and the results and corrective action plans made available to WL upon request;
 - 26.1.5. all relevant staff are appropriately trained to recognise what a Business Continuity Incident is, and are familiar with the conditions on which a Plan will be invoked, and suitably trained in the steps required to enable the recovery solution; and
- 26.2. the Supplier shall notify WL immediately of any potential invocation of the Business Continuity Plan, provide ongoing updates to WL in line with the agreed escalation process and provide a post incident report within 48 hours of the Services being resumed outlining all steps undertaken during invocation.

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APPENDIX 8

Customer Flow-down Terms

[Agreement / Provisions Attached]

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