

AMO Australia Pty Ltd Purchase Order Terms and Conditions for Services

Unless otherwise expressly provided in writing with respect to a particular Purchase Order, the following terms and conditions shall apply to each transaction in which AMO is the purchaser of services:

1. "AMO" means AMO Australia Pty Ltd. "Supplier" means the entity or person providing services to AMO under the Purchase Order and these Terms and Conditions.
2. Supplier shall provide the services and deliverables as set forth in any Purchase Order. AMO is issuing the Purchase Order in consideration of and in reliance upon the talent, skill, expertise and experience of Supplier in providing the Services required thereunder. All Services (including the deliverables) are subject to acceptance by AMO notwithstanding prior payment. Non-accepted deliverables will be re-provided until accepted. In providing the Services, Supplier shall comply with all applicable laws, regulations, codes, standards and guidelines, and with AMO's policies while on its premises.
3. In consideration for Supplier's provision of the Services, AMO shall pay Supplier the amount set forth in the Purchase Order. AMO shall reimburse Supplier for all AMO pre-approved, reasonable and necessary out-of-pocket expenses incurred by Supplier in providing the Services and evidenced by appropriate receipts, including costs of travel (coach class if by air, consistent with AMO's travel policy), food and lodging. In the event of premature termination of the Purchase Order, AMO shall pay Supplier for Services provided on a prorated basis and for all pre-approved reasonable, non-transferable, non-cancelable out-of-pocket expenses incurred by Supplier up to the date of termination. Unless otherwise specified in the Purchase Order, each payment shall be made by AMO within thirty (30) days of AMO's receipt of an undisputed invoice.
4. Unless otherwise specified in the relevant Purchase Order, each Purchase Order shall be effective upon issuance and continue for a period of one (1) year. AMO may terminate a Purchase Order immediately without cause upon giving Supplier thirty (30) days prior written notice. Either party may terminate a Purchase Order immediately upon the breach by the other party of a material provision of the Purchase Order or these Terms and Conditions that remains uncured thirty (30) days following receipt of notice of such breach, or if required to do so in order to comply with any law, order or regulation, or the request of any governmental or regulatory authority. Termination or expiration of a Purchase Order shall not affect any rights or obligations which have accrued prior thereto or in connection therewith.
5. During the term of the Purchase Order and for a period of five (5) years thereafter, Supplier shall not disclose or use any of AMO's Confidential Information except as permitted by these Terms and Conditions or in writing by AMO. "Confidential Information" shall include all information, data and materials concerning AMO and the Services (including the deliverables) disclosed to Supplier by or on behalf of AMO, or developed as a result of Supplier's provision of the Services (including the deliverables), except any portion thereof which: (a) is known to Supplier on a non-confidential basis before receipt thereof under in connection with a Purchase Order, as evidenced by Supplier's written records; (b) is disclosed to Supplier after issuance of the Purchase Order by a third party having a right to make such disclosure in a non-confidential manner; or (c) is or becomes part of the public domain through no fault of Supplier. Upon the earlier of completion of the Services or termination or expiration of the relevant Purchase Order, Supplier shall return to AMO all Confidential Information provided to Supplier by AMO, or developed by Supplier as a result of the Services (including the deliverables), as requested by AMO. Nothing in these Terms and Conditions shall be construed to restrict Supplier from disclosing Confidential Information as required by law or court order or other governmental order, provided in each case Supplier shall timely inform AMO and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, Supplier shall permit AMO to attempt to limit such disclosure by appropriate legal means.
6. All reports, communications, material, information, deliverables, or discoveries reduced to practice, made or developed by Supplier in connection with Supplier's provision of the Services shall be promptly disclosed to and be the sole property of AMO, and Supplier hereby assigns to AMO all right, title and interest therein, including copyright, without any obligation on AMO to pay royalties or other remuneration therefor. Notwithstanding the foregoing, AMO shall not acquire ownership of any materials, information, know-how, tools, models,

methodologies, techniques and/or other intellectual property owned by Supplier or its licensors prior to Supplier's provision of Services under the Purchase Order (all of the foregoing, "Pre-existing Intellectual Property"). Supplier hereby grants to AMO a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such Pre-existing Intellectual Property (including the right to sublicense) to the extent that such license is required to enable AMO to make use of Supplier's Services (including the deliverables) under the Purchase Order.

7. Supplier shall not present or publish, nor submit for publication, any deliverables or other materials resulting from the Services without AMO's prior written approval. Neither party shall use the other party's name in any publicity, advertising or announcement, nor disclose the existence or terms of any Purchase Order, or the relationship created thereby, without the other party's prior written approval.
8. Each party represents and warrants that (a) neither the Purchase Order nor any payment made under it, is in exchange for any explicit or implicit agreement or understanding that Supplier prescribe, recommend, use or purchase any products of AMO or otherwise arrange therefor, and (b) the total payment for the Services represents the fair market value for the Services and deliverables and has not been determined in any manner that takes into account the volume or value of any referrals or business between Supplier and AMO. Supplier represents and warrants that the Purchase Order and these Terms and Conditions are not inconsistent with any other contractual or legal obligations Supplier may have or with the policies of any institution with which Supplier is associated, and that the Services and deliverables provided thereunder meet the standards of Supplier's profession and will be performed in a professional, timely, efficient and workmanlike manner. Supplier warrants and represents that all personnel, employees, agents, consultants and independent contractors providing Services and deliverables under the Purchase Order shall comply with the terms and conditions of the Purchase Order and these Terms and Conditions, including but not limited to those contained in the Confidential Information section above. Supplier warrants that the prices set forth in the Purchase Order are as low as any net price now given by Supplier to any other customer for like services and deliverables and agrees that the prices set forth therein shall not be changed during the term of the Purchase Order. Supplier warrants that the Services (including the deliverables) to be provided under the Purchase Order do not infringe any patent, trade mark, copyright or other intellectual property or proprietary right of any third party. Supplier agrees to indemnify and hold harmless AMO and its affiliates and their respective employees, directors, officers and agents against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including but not limited to reasonable attorneys' fees and court costs) resulting from any claim or proceeding (a) alleging such infringement, provided AMO gives Supplier notice thereof and permits Supplier, if it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings, or (b) arising as a result of the Supplier's negligence, recklessness, willful misconduct or breach of a Purchase Order or these Terms and Conditions. In the event an infringement claim arises, Supplier, at its option, shall modify the applicable deliverables so they become non-infringing, replace the deliverables with non-infringing equivalents, obtain for AMO the right to use the deliverables at Supplier's expense, or remove the infringing deliverables and refund to AMO all fees paid for such deliverables.
9. Supplier's status under the Purchase Order is that of an independent contractor. Supplier shall not be deemed an employee, agent, partner or joint venture of AMO for any purpose whatsoever, and Supplier shall have no authority to bind or act on behalf of AMO.
10. Suppliers must, at their own cost and expense, obtain and thereafter maintain in full force and effect during the term of the Purchase Order the following insurance: (a) Worker's Compensation and Occupational Disease Insurance with statutory limits and Employer's Liability coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000) per occurrence (non-New Zealand Suppliers only), (b) Automobile Liability Insurance with a single limit of liability per occurrence of Two Million Dollars (\$2,000,000) covering all owned, non-owned and hired vehicles, and (c) General Liability Insurance including Professional Liability Insurance with a minimum of Two Million Dollars (\$2,000,000) per occurrence. AMO shall be named as additionally insured under this coverage. New Zealand Suppliers must comply with their obligations under the Accident Compensation Act 2001 (NZ), including the requirement to pay Accident Compensation Corporation levies, in lieu of the requirement in clause 10(a) above. All Suppliers must observe good health and safety practices.

11. The Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales, excluding its conflicts of laws provisions. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum. The Purchase Order and these Terms and Conditions may be modified only by written agreement signed by the parties. Supplier may not assign a Purchase Order or any interest therein, or delegate or subcontract any duty thereunder or under these Terms and Conditions, to any third party without AMO's prior written consent (which is in its sole discretion to grant or withhold).
12. NOTWITHSTANDING ANY OTHER STATEMENT, NOTICE OR AGREEMENT TO THE CONTRARY, ANY WRITTEN ACKNOWLEDGEMENT OF A PURCHASE ORDER OR THE FURNISHING OF ANY SERVICES PURSUANT TO THAT PURCHASE ORDER SHALL CONSTITUTE ACCEPTANCE BY SUPPLIER OF EACH AND ALL OF THE EXPRESSED TERMS AND CONDITIONS STATED HEREIN AND IN THAT PURCHASE ORDER. IF ANY OR ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, THE SUPPLIER SHALL ADVISE AMO IN WRITING UPON RECEIPT OF THE PURCHASE ORDER AND SHALL WITHHOLD SERVICES UNTIL A SEPARATE AGREEMENT IS ENTERED INTO BY SUPPLIER AND AMO.
13. Supplier represents and warrants that neither Supplier, nor any of Supplier's employees or agents performing Services under an AMO Purchase Order, have ever been, are currently, or are the subject of a proceeding that could lead to Supplier or such employees or agents becoming, as applicable, a Debarred Entity or Individual. Supplier further covenants, represents and warrants that if, during the term of an AMO Purchase Order, Supplier, or any of Supplier's employees or agents performing Services under the relevant Purchase Order, become or are the subject of a proceeding that could lead to that party becoming a Debarred Entity or Individual, Supplier shall immediately notify AMO, and AMO shall have the right to immediately terminate that Purchase Order. This provision shall survive termination or expiration of the Purchase Order. For purposes of this provision, a "Debarred Entity or Individual" shall be an entity or individual who has been debarred by, or prohibited from doing business or contracting with, any government authority in accordance with applicable laws and regulations.