

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these Purchase Order Terms and Conditions:

Agreement means these Terms and Conditions and the Purchase Order;

Anti-bribery Laws means any law which prohibits bribery including laws which prohibit the giving of benefits to retain business or business advantage including the *Criminal Code No.100/2015/QH13, adopted by the National Assembly on 27 November 2015 (as amended and supplemented)*, the *Law on Anti-corruption No. 36/2018/QH14, adopted by the National Assembly on 20 November 2018 (as amended and supplemented)*, the *Anti-corruption Law 8* and respective relevant guidance documents;

Anti-slavery Laws means any law which govern labor relations and prohibits the use of slavery, servitude, forced labour, or other similar conditions, including *Labour Code No. 45/2019/QH14, adopted by the National Assembly on 20 November 2019* and the *Criminal Code No.100/2015/QH13, adopted by the National Assembly on 27 November 2015 (as amended and supplemented)*;

Completion Date means the date set out in the Purchase Order (or as otherwise specified by us) by which you must complete the Services;

Confidential Information of VSDC means the terms of this Agreement, VSDC Data and any other information relating to the business, finances, strategy, methods, processes, products, services or other affairs of VSDC or its Representatives which is disclosed to, learnt by or accessed by you in connection with this Agreement, whether before or after you were issued with a Purchase Order, whether orally, electronically, in writing or otherwise, but excludes information which:

- a) is or becomes part of the public domain otherwise than as a consequence of a breach of this Agreement or an obligation of confidence owed to VSDC or its Representatives;
- b) you obtain from a source other than VSDC or its Representatives where that source is entitled to disclose it to you; or
- c) you developed or acquired independently before the date of the Purchase Order;

Defective means Goods or Services (or any part of them) which are not in conformity with this Agreement or breach any of the warranties in clause 7 or are damaged, faulty or incomplete;

Delivery Address means the location or address set out in the Purchase Order to which the Goods are to be delivered;

Delivery Date means the date set out in the Purchase Order by which the Goods are to be delivered;

Goods means the goods described in, or to be supplied under, the Purchase Order; **VAT** is the value-added tax of Vietnam and has the meaning given in the *Law on Value-Added Tax No 13/2008/QH12, adopted by the National Assembly on 03 June 2008 (as amended and supplemented)* and other regulations on value-added tax;

Incident means an event that results, or has the potential to result, in personal injury or ill health;

Insolvent means that you are unable to pay debts as and when they fall due (as reasonably determined by VSDC), in receivership, in receivership and management, in liquidation, in provisional liquidation, under any form of administration, wound up, dissolved, subject to any arrangement, assignment, composition or deed of company arrangement, protected from creditors under any statute, or in receipt of protection under statute, or in bankruptcy;

Intellectual Property Rights means copyright and neighbouring rights (including moral rights), all rights in relation to inventions (including patents), registered and unregistered trade marks, business names, domain names, registered and unregistered designs, circuit layouts, know-how, Confidential Information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

VSDC Data means all data, information, text or other materials which are embodied in any electronic or tangible medium, and which are: (i) supplied by or on behalf of us to you; (ii) generated, collected, processed, stored or transmitted by or on behalf of you under this Agreement; or (iii) collected by, processed by, stored in or transmitted or uploaded to your systems by us or you, and includes any VSDC materials and Personal Information;

VSDC Systems means our technology systems owned or licensed by us and which may be made available to you, and as appropriate any sub-contractor, for the purposes of the performance by you of your obligations under this Agreement;

Personal Information has the meaning given in the Privacy Laws;

Premises means the site where the Goods are delivered and/or the Services are performed;

Price means the price specified in the Purchase Order which includes all taxes, duties, costs, charges (including any delivery, packaging, carriage, shipping and insurance costs) but excludes VAT;

Privacy Laws means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information, and includes the Law on Cybersecurity 2018 No. 24/2018/QH14, adopted by the National Assembly on 12 June 2018 (as amended and supplemented), Civil Code 2015 No. 91/2015/QH13 adopted by the National Assembly on 24 November 2015 (as amended and supplemented), Law on Cyber Information Security No. 86/2015/QH13, adopted by the National Assembly on 19 November 2015 (as amended and supplemented), Law on Information Technology No. 67/2006/QH11, adopted by the National Assembly on 29 June 2006 (as amended and supplemented), Law on Protection of Consumers' Rights No. 59/2010/QH12, adopted by the National Assembly on 17 November 2010 (as amended and supplemented), Law on Children No. 10/2016/QH13, adopted by the National Assembly on 24 November 2015 (as amended and supplemented), relevant decree on e-commerce, relevant decree on the management, provision, and use of internet services and online information, relevant decree on spam messages, spam emails and spam calls, and any additional privacy law by which you are bound or which we notify you that we are bound;

Purchase Order means the purchase order for Goods and/or Services issued by us to you for the items described therein together with any statement of work or special terms and conditions provided by us to you in connection with the purchase order;

Representative of VSDC means an employee, contractor, officer, director, auditor or advisor of us;

Services means the services described in, or to be supplied under, the Purchase Order which may include the production of deliverables, if so specified in the Purchase Order;

Warranty Period means:

- a) in the case of Goods, a period for which the manufacturer or supplier of the Goods warrants them, or a period of twenty-four (24) months from the date of delivery, whichever is longer; or
- b) in the case of Services, a period of twelve (12) months from the date the Services are completed;

1.2 VSDC/We/Us/Our means Vietnam Software Development Center Co., Ltd (Enterprise Code 0316196045) together with any of VSDC's related bodies corporate; and

1.3 You/Your means the person, firm or company (and any of its employees, agents and sub-contractors) from whom the Goods and/or Services have been ordered by issue of a Purchase Order.

2. AGREEMENT

2.1 Notwithstanding clause 2.2 below, if the Purchase Order relates to Goods or Services the subject of another binding contract/agreements between you and us, the terms of that contract/agreements prevail.

2.2 Subject to clause 2.1 above, this Agreement embodies the entire agreement between the parties relating to its subject matter and supersedes any previous negotiations, representations, warranties or statements between the parties.

2.3 By accepting the Purchase Order, delivering the Goods or providing the Services under the Purchase Order, you agree that you will deliver the Goods and provide the Services on the terms of this Agreement, and that no other terms or conditions that you may have provided to us will apply to the delivery of Goods or the provision of Services.

2.4 We may (at any time) conduct credit checks on you, your parent company (if any) and the directors of any of them. Promptly upon request from us, you must deliver to us the written consent of your parent company (if any) and each director to these credit checks.

3. SUPPLY OF GOODS

- 3.1 Where you are supplying Goods, you agree to supply them in accordance with this Agreement.
- 3.2 You agree to deliver the Goods by the Delivery Date and to the Delivery Address or otherwise as reasonably specified by us in writing to you.
- 3.3 The Purchase Order number must appear on all documentation, including invoices and delivery documents, and on the outside of any packages.
- 3.4 You must package Goods to ensure maximum protection against theft or damage during transit, storage, delivery, loading and unloading.
- 3.5 Subject to clause 3.7, title to and risk in the Goods passes to us on delivery.
- 3.6 If, at any time prior to us paying for the Goods, we become aware that any of them are Defective, we may accept or reject them and either return such Goods to you or require you to collect such Goods at your risk and expense. We will not be liable to pay for any Defective Goods returned to or collected by you under this clause. If we accept Defective Goods, you must reduce the Price, equivalent to the prices of Defective Goods and all relevant cost as reasonably determined by us.
- 3.7 If, during the Warranty Period, we become aware that any of the Goods are Defective, without prejudice to our other rights we may have against you under this Agreement or general law, you must:
 - a) repair or replace the Defective Goods at your own cost (including transportation cost, if any); or
 - b) pay us all the cost of having the Defective Goods repaired or replaced.

4. SUPPLY OF SERVICES

- 4.1 Where you are supplying Services, you agree to supply them in accordance with this Agreement.
- 4.2 You must perform the Services in accordance with any timetable notified by us and complete them by the Completion Date or as reasonably specified by us in writing.
- 4.3 You must promptly notify us when the Services are completed. After an inspection, if we become aware that the Services are not complete in accordance with this Agreement, we will notify you of the reasons why we consider that the Services are not complete and the date by which you must complete them.
- 4.4 We may at any time, and for any reason, without prejudice to any other rights or remedies, direct you to suspend providing all or part of the Services by providing you with 5 days' notice. If we provide you with notice that all or part of the Services must be suspended, you must promptly comply with any direction that we may give, and within 5 days comply with any direction to remove your personnel and plant from our Premises.
- 4.5 If, at any time prior to or during the Warranty Period, we become aware that the Services performed are Defective, we may, without prejudice to any other remedy:
 - a) require you to re-perform or remedy the Defective Services at your risk and expense; or
 - b) terminate the Purchase Order under clause 8.1(b) or 8.1(c) (as applicable) and claim damages for any losses and costs incurred by us (in which case, you must repay to us any part of the Price already paid).

5. PRICE AND VAT

- 5.1 Unless otherwise set out in a Purchase Order, the Price is the only amount payable by VSDC to you in respect of the Goods or Services and you may not increase the Price (including individual unit pricing or any rates the subject of a rates card) during the term of this Agreement.
- 5.2 As specified in the Purchase Order, the Price may be a fixed price, a pre-approved amount for a particular time period, or a required pre-payment that is intended to be applied against Goods or Services ordered pursuant to this Agreement. You acknowledge and agree that VSDC is under no obligation to make any payments pursuant to this Agreement in relation to Goods or Services which have not been provided to us. If we have made a pre-payment to you pursuant to a Purchase Order and the Goods and Services the subject of that Purchase Order have not been provided by you to us in full, then you must refund any amounts paid in respect of Goods or Services that have not been provided within 7 days of receipt of a request from us to do so.
- 5.3 Unless otherwise expressly stated, we are under no obligation to purchase any minimum volume of Goods or Services from you.
- 5.4 Unless otherwise expressly stated, the Price and any other sums payable under this Agreement are exclusive of VAT.

- 5.5 If VAT is payable on the supply of any Goods or Services, we will pay you an amount equal to that VAT in addition to the Price upon you providing us with a valid tax invoice.
- 5.6 You must provide us with all documentation required to claim any input tax credit for or in relation to any VAT included in any payment made under this Agreement.

6. TERMS OF PAYMENT

- 6.1 Unless otherwise stated in the Purchase Order or agreed to by us in writing, we will make payments within thirty (30) days of the receipt of a correctly rendered invoice and in accordance with clause 6.2.
- 6.2 Each invoice must refer to one Purchase Order only and contain the following:
- a) the Purchase Order number;
 - b) the Purchase Order line number (if any);
 - c) description of the Goods and/or Services, including the Delivery Date and any other performance date(s) (as applicable);
 - d) the Price broken down in the same format or unit price as shown on the Purchase Order; and
 - e) the amount of any VAT.
- 6.3 Unless otherwise agreed in writing, you agree to invoice us:
- a) in respect of Goods, on or after the delivery of the Goods; or
 - b) in respect of Services, monthly in arrears unless otherwise stated in the Purchase Order.
- 6.4 We assume no payment obligations for Goods and/or Services provided in a quantity that is greater than the quantity specified in, or which do not meet the specification authorised under, the Purchase Order, except where we have agreed to the provision of such Goods and/or Services in writing.
- 6.5 Either party has the right to set-off any amounts which may become payable by them against any amounts that may be owed to them by the other party under this Agreement.

7. WARRANTIES

- 7.1 You represent and warrant that:
- a) all Goods and/or Services will comply with or be performed in accordance with all applicable laws, regulations, standards and requirements of any relevant regulators; and
 - b) the supply or use of the Goods and/or Services as contemplated by this Agreement will not breach the Intellectual Property Rights of any third party.
- 7.2 Where you are required to provide Goods or produce deliverables, you warrant that the Goods and deliverables you supply:
- a) match the description set out in the Purchase Order and are of the same quality and type as any samples or demonstrations provided by you;
 - b) are, and will be for the duration of the Warranty Period, free from defects (including defects in installation) in performance, materials and workmanship;
 - c) are of merchantable quality and are new (unless otherwise specified in the Purchase Order);
 - d) are fit for the purpose for which goods of the same kind are commonly supplied or purchased;
 - e) conform to the manufacturer's or the supplier's published specifications or any other specifications provided by you; and
 - f) are supplied free of any liens, charges and encumbrances (including any security interest registered at the National Registration Agency for Secured Transactions).
- 7.3 Where you are required to provide Services, you warrant that:
- a) you have the tools, capabilities, skill, facilities and resources to provide the Services as required under the Purchase Order;
 - b) you will perform the Services with due care and skill;
 - c) the Services will be fit for the purpose for which services of that type are commonly acquired; and
 - d) you have all rights, licences, qualifications, accreditations and authorisations necessary for you to provide the Services as required under the Purchase Order.

- 7.4 The representations and warranties contained in this Agreement are in addition to any representation, warranty or guarantee given by you in respect of the Goods or Services or any representation, warranty, guarantee or term implied by law.
- 7.5 You must obtain and ensure that for the Warranty Period we have the full benefit of any manufacturer's or supplier's warranties. We may require you to:
- a) assign to us any rights you have against your suppliers or manufacturers; or
 - b) pursue any reasonable claim against a supplier or manufacturer.

8. TERMINATION

- 8.1 We may immediately terminate the Purchase Order and this Agreement by a written notice to you:
- a) if you become Insolvent;
 - b) if you breach any term of this Agreement which, in our reasonable opinion, is not capable of remedy;
 - c) if you breach any term of this Agreement which is capable of remedy, but fail to remedy the breach within a reasonable time after receiving notice to do so; or
 - d) if, in our reasonable opinion, you are involved in any conduct or activity that may harm our business or reputation.
- 8.2 If we terminate the Purchase Order, you will be responsible for any costs associated with any returned Goods (such as freight, packing and other such costs) or Services which are not completed and returning any paid/prepaid sums of such uncompleted Goods and Services (if any).

9. INTELLECTUAL PROPERTY

- 9.1 Each party grants to the other party a non-exclusive, royalty-free licence to use its "**Background IP**" (being the Intellectual Property Rights subsisting in any materials it provides or makes available to the other party under or in connection with the Goods and/or Services) for the purpose of performing its obligations or exercising its rights under this Agreement (including, in the case of VSDC, to exercise its rights in Developed IP). The licence granted to VSDC is perpetual and irrevocable and survives the termination or expiry of this Agreement. The licence granted to you will automatically terminate on the Completion Date.
- 9.2 You grant us a perpetual, irrevocable, royalty-free, world-wide licence (which includes the right to sub-license) to use, reproduce, adapt, copy and modify the Intellectual Property Rights in any materials, including any deliverables, created or developed by you, or on your behalf, to meet our requirements under this Agreement or otherwise created or developed in the course of providing the Goods and/or Services ("**Developed IP**") for any purpose connected with our business. To the extent that you are not the owner of the rights in any Developed IP, you must procure, at your own cost, that the owner licenses its Intellectual Property Rights in the Developed IP to us on the terms set out above. This clause survives the termination or expiry of this Agreement.
- 9.3 To the extent permitted by law, you will obtain, at our request, the unconditional and irrevocable consent of any of your personnel involved in the creation of any Developed IP to us undertaking any act or omission that may (but for the consent) infringe the Moral Rights (as defined in the *Law on Intellectual Property No. 50/2005/QH11, adopted by the National Assembly on 29 November 2005 (as amended and supplemented)*) of those personnel.

10. CONFIDENTIALITY AND SECURITY

- 10.1 **Use and disclosure of Confidential Information:** You must keep VSDC's Confidential Information confidential and must not without our prior written consent:
- a) use or reproduce any of VSDC's Confidential Information otherwise than in performing or giving effect to this Agreement;
 - b) transfer any of VSDC's Confidential Information outside of Vietnam or allow a person outside of Vietnam to have access to it; or
 - c) disclose any of VSDC's Confidential Information to any person, except:
 - i) to your employees who need to know it for the purposes of providing the Goods or Services;
 - ii) if required by law or by the listing rules of any stock exchange provided that, so far as it is lawful and reasonably practical to do so, prior to such disclosure you will promptly notify us and consult with us regarding the nature, timing and content of the proposed disclosure; or
 - iii) if required in connection with legal proceedings relating to this Agreement.

- 10.2 **No publicity:** You may not use VSDC as a reference, or make any public statements about this Agreement (including to any other actual or potential customers), without the prior written consent of VSDC.
- 10.3 **Consequences of expiry or termination:** Except to the extent that you are required to retain Confidential Information to comply with law, on the expiry or termination of this Agreement (or any part of it), or earlier on reasonable request by us, you must promptly return or destroy in a secure manner any Confidential Information that relates to the expired or terminated part of this Agreement, in which case any right you have to use, copy and disclose that Confidential Information ceases.
- 10.4 You must ensure that no portion of the Goods or any deliverables provided as part of the Services contain any “back door”, “time bomb”, “Trojan Horse”, “worm”, “drop dead device”, “virus” or other computer software routine intended or designed to:
- a) permit access to or use of any VSDC premises or facilities or VSDC Systems by you or any third person not authorised by us;
 - b) disable, damage, erase, disrupt or impair the normal operation of any VSDC premises or facilities or any other software or data on VSDC’s Systems; or
 - c) otherwise affect the confidentiality, integrity or availability of VSDC Data.

10.5 Security

- 10.5.1 Where you suspect or validate an exposure that materially and substantially affects the security, integrity, confidentiality or availability of VSDC, VSDC’s customers, VSDC’s business, VSDC Systems, the Services, VSDC Confidential Information or VSDC Data (**Security Breach**), you must promptly (and in any event no longer than 48 hours after the Security Breach) notify us via Supplier.Security@nab.com.au of the Security Breach and any details known about the Security Breach at the time of notification. You must use your best endeavours to resolve promptly the Security Breach and provide us with regular updates (including on request) in relation to your investigation and resolution of the Security Breach.
- 10.5.2 You must implement technical and organisational measures to protect VSDC Data from Security Breaches that are appropriate and that provide no less protection than the greater of:
- (a) industry best practice; and
 - (b) your measures to protect your own data of a similar nature or importance.

11. PRIVACY

11.1 You must:

- a) comply with Privacy Laws; and
- b) during and after the term of this Agreement:
 - i) comply with any applicable policies, directions, instructions or guidelines, including but not limited to, VSDC’s privacy policy which is published by us at www.nab.com.au/common/privacy-policy, as directed by VSDC;
 - ii) not transfer or disclose any Personal Information outside Vietnam or allow a person outside of Vietnam to have access to it;
 - iii) not do anything with any Personal Information that will cause us to breach any Privacy Laws;
 - iv) if requested by us, co-operate with us to resolve any complaint made under any Privacy Laws and provide other reasonable assistance required for us to comply with any applicable Privacy Laws and assist us to investigate any actual or suspected breach of Privacy Laws;
 - v) not provide the Services outside Vietnam;
 - vi) notify us of any threatened, suspected or actual breach of this clause 11.1 immediately; and
 - vii) consult with VSDC and obtain VSDC’s consent prior to issuing any notification of a breach of Privacy Laws to applicable regulators or impacted individuals.

12. INSURANCE

12.1 You must take out and maintain:

- a) physical property insurance covering damage to or destruction of any property, plant or equipment you use to supply the Goods and/or Services for not less than their restoration or replacement value;

- b) public and product liability insurance for a minimum of VND VND165,725,000,000 (US\$ 7 million or equivalent);
- c) if the Services provided are professional services, professional indemnity insurance coverage for a minimum of VND VND165,725,000,000 (US\$ 7 million or equivalent) and for a minimum of seven years after the Completion Date for the Services;
- d) motor vehicle insurance for a minimum of VND VND331,450,000,000 (US\$ 14 million or equivalent) covering covering vehicle damage, liability for the death of or bodily injury to any person and for loss or damage to third party property caused by or arising from the use of all owned and non-owned vehicles in the performance of this Agreement;
- e) transit insurance, including loading and unloading, covering loss or damage to any property, plant or equipment used by you to supply the Goods or Services for not less than their replacement/reinstatement value; and
- f) worker's compensation insurance and any other insurance required by law (including employers' liability insurance).

12.2 Upon request, you must provide us with evidence of the currency of any insurance you are required to obtain.

13. PREMISES ACCESS

13.1 In delivering the Goods or providing the Services, you must:

- a) take all reasonable precautions to safeguard, protect and avoid injury or damage to people, property and the environment;
- b) prevent unreasonable noise, disturbance and nuisance;
- c) not interfere with our activities or those of any other person on our Premises and comply with, and ensure that your personnel comply with all directions while on our Premises, including those regarding workplace health and safety and security, and ensure that our Premises are left secure, clean and fit for immediate use;
- d) immediately notify us of any Incident occurring on our Premises; and
- e) co-operate and confer with other contractors and consultants who may be at our Premises.

14. LIABILITY

14.1 You will be liable for any loss, liability, damage, cost or expense (including legal expenses) suffered or incurred by us in connection with the supply of the Goods and/or Services as a result of any:

- a) breach of this Agreement by you;
 - b) negligence or any fraudulent or wilful act or omission by you;
 - c) failure by you to comply with any relevant law; or
 - d) infringement or unauthorised use of the Intellectual Property Rights of a third party,
- except to the extent that any loss, liability, damage, cost or expense suffered or incurred is caused by our breach, negligence or wrongful act or omission.

15. MISCELLANEOUS

15.1 **Compliance with law:** You must comply with all laws and regulations relating to the provision, packaging, labelling, transportation and delivery of the Goods and/or Services.

15.2 **Anti-money laundering:** In providing the Goods and/or Services, you must comply with, and ensure that the supply of the Goods and/or Services does not cause us to breach:

- a) any anti-money laundering and anti-terrorism laws of Vietnam to which we may from time to time be subject;
- b) any anti-money laundering and anti-terrorism laws enacted outside Vietnam, to which we may from time to time be subject and which we have notified you of in writing; and
- c) any of our internal principles, policies and procedures in respect of anti-money laundering and anti-terrorism which we have notified you of in writing.

15.3 **Compliance with Anti-bribery and Anti-slavery Laws and Policies:** You must:

- a) comply with all relevant Anti-bribery Laws and Anti-slavery Laws; and

- b) have and maintain throughout the term of this Agreement, policies and procedures that are designed to ensure compliance with Anti-bribery Laws and Anti-slavery Laws by you, your personnel and subcontractors and provide us with information concerning such compliance on request.
- 15.4 **Sanctions:** In providing the Goods and/or Services, you must comply with all Sanctions Law and ensure you do not contract or deal directly with any individual or entity that is subject to any asset blocking or freezing requirement imposed under a Sanctions Law. For the purpose of this clause, **Sanctions Law** means the individual sanctions regimes or laws of the UK, EU, US, Australia or Vietnam.
- 15.5 **Financial crime notification:** You must immediately notify VSDC if you become aware of a breach of clause 15.2 (Anti-money laundering), 15.3 (Compliance with Anti-bribery and Anti-slavery Laws and Policies) or 15.4 (Sanctions).
- 15.6 **Records and reports:** You must keep accurate and detailed financial records and other information relevant to the Goods and/or Services and must give us reasonable access to, and copies of, such records and information if requested to do so. You must provide progress reports to us at such times and containing such information as we may reasonably direct.
- 15.7 **Documentation:** You must provide to us all reference manuals (including specifications) and any other documents or materials which explain the operation and use of the Goods and/or Services ("**Documentation**") (including any updates or additions to the Documentation) at no additional charge. We are licensed to use the Documentation as required to receive the full benefit of the Goods and/or Services.
- 15.8 **Sub-contracting:** You must not sub-contract to any third person any of your obligations under this Agreement without our prior written consent (which may be given or withheld in our absolute discretion). A sub-contracting arrangement will not relieve you from the performance of any obligation under this Agreement and you will be liable for all acts and omissions of your sub-contractors as though they were your acts or omissions.
- 15.9 **Assignment:** You must not assign or novate any of your rights or obligations under this Agreement without our prior written consent.
- 15.10 **Corporate Social Responsibility:** You acknowledge that you have read the "VSDC Supplier Sustainability Principles" contained on our website at [insert a link for VSDC] and agree to notify us if your business practices are inconsistent with these principles.
- 15.11 **Probity Checks:** Except as set out below, you must ensure that each of your employees, agents and sub-contractors performing Services or supplying Goods pursuant to this Agreement has been subjected to, and passed, an identification check, an entitlement to work in Vietnam check, a national criminal history check (and an international criminal check where the person has a residency period of 6 months or more within the last 10 years outside of Vietnam) and a sanctions check (including anti-money laundering & global terrorism checks) while employed by or contracted to you. Probity checks do not need to be conducted for persons who do not require access to VSDC Systems, VSDC premises or facilities, Confidential Information or other information which is private to VSDC.
- 15.12 **Labour hire licences:** You must:
- a) update us in writing within one (1) business day as to any changes in the status (for example cancellation, suspension or variation) of any applicable labour hire licence or equivalent license that is necessary for you to provide personnel or workers to us under this Agreement; and
 - b) provide us with evidence of an applicable labour hire licence or equivalent license within one (1) business day of receiving a written request from us to do so.
- 15.13 **Governing Law:** This Agreement and the transactions contemplated by it are governed by the laws of Vietnam.
- 15.14 **Further Steps:** Each party agrees, at its own expense, to do anything the other party reasonably asks to give effect to this Agreement and the transactions contemplated by it.
- 15.15 **Variation:** No agreement or understanding varying this Agreement will be legally binding upon either party unless agreed in writing and signed by both parties by a duly authorised representative.
- 15.16 **Waiver:** Failure by us to insist on strict performance of any term, warranty or condition of this Agreement will not be taken as a waiver of it or of any rights we may have and no waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.
- 15.17 **Severability:** If any clause or part of any clause is held by a dispute settlement body to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement, this Agreement will otherwise remain in full force and effect.

- 15.18 Interpretation:** In relation to this Agreement, no rule of construction will apply to the disadvantage of a party because that party drafted or would benefit from any term. In the case of any inconsistency between these Terms and Conditions and the Purchase Order, the Purchase Order prevails to the extent of the inconsistency.
- 15.19 Dispute settlement:** In case of a dispute, controversy or claim arising out of or in connection with this Agreement, the parties shall in the first instance endeavour to settle such dispute through amicable discussion commenced upon one party giving notice in writing to the other requesting that amicable settlement is attempted. If any dispute is not settled by such amicable discussion within 14 days after one party giving notice as aforesaid in respect of such dispute, either party has the right to submit the dispute to the Vietnam International Arbitration Centre (VIAC) under the VIAC's Rules in force at the time the dispute is submitted. The VIAC tribunal shall consist of 3 arbitrators. The language of the arbitration shall be in English. The arbitration venue shall be Ho Chi Minh city, Vietnam. The parties shall at all times comply with and observe all requirements and rulings made by VIAC in relation to any dispute submitted to VIAC. The losing party shall bear all arbitration fees and attorneys' fees.