

TERMS AND CONDITIONS

AGREEMENT BETWEEN LEIDOS AUSTRALIA PTY LIMITED (LEIDOS) AND THE "SUPPLIER"

IT IS AGREED BY LEIDOS AND THE SUPPLIER THAT SUPPLIER SHALL SUPPLY AND LEIDOS SHALL ACQUIRE:

(A)GOODS AND/OR

(B)SERVICES

- 1 THE ACCEPTANCE BY THE SUPPLIER OF THIS ORDER INVOLVES THE ACCEPTANCE OF THE CONDITIONS UNDER WHICH IT IS PLACED. THE TERMS OF THIS AGREEMENT SHALL NOT BE DEEMED TO HAVE BEEN VARIED UNLESS LEIDOS HAS AGREED IN WRITING OF SUCH.
- 2 THE SUPPLIER SHALL CAUSE THE GOODS AND/OR SERVICES TO BE DELIVERED FREE TO THE DESTINATION INDICATED IN THE AGREEMENT WITHIN THE TIME SPECIFIED HEREIN. TIME OF DELIVERY SHALL BE THE ESSENCE OF THIS AGREEMENT. LATE DELIVERY OF THE GOODS AND/OR SERVICES BY THE SUPPLIER SHALL SIGNIFY NON-PERFORMANCE OF THIS AGREEMENT BY THE SUPPLIER AND LEIDOS RESERVES THE RIGHT TO CANCEL THIS AGREEMENT AT ITS OPTION AND SEEK THE APPROPRIATE REMEDIES FOR DEFAULT.
- 3 LEIDOS SHALL ACCEPT NO LIABILITY FOR DAMAGE, LOSS OR DELAY IN TRANSIT OF THE GOODS AND IT IS AN EXPRESS CONDITION OF THIS AGREEMENT THAT RISK AND TITLE IN THE GOODS SHALL VEST IN THE SUPPLIER UNTIL SUCH GOODS ARE ACCEPTED WITHOUT QUALIFICATION BY LEIDOS.
- 4 GOODS MUST BE PREPARED AND ADEQUATELY PACKED FOR TRANSPORTATION SO AS TO ENSURE NO DAMAGE OCCURS IN TRANSIT, WHERE APPROPRIATE ADEQUATE PROTECTION AGAINST RUST OR OTHER CORROSION MUST BE PROVIDED. UNLESS AUTHORISED BY THIS AGREEMENT, NO CHARGES WILL BE ACCEPTED BY LEIDOS FOR PACKING.
- 5 A DELIVERY NOTE OR PACKING SLIP QUOTING THIS AGREEMENT, PART NUMBER WHERE APPLICABLE, QUANTITY ENCLOSED AND OCCUPATIONAL HEALTH AND SAFETY DETAILS MUST ACCOMPANY ALL GOODS AND/OR SERVICES SUPPLIED. LEIDOS DECLINES RESPONSIBILITY FOR GOODS AND/OR SERVICES SENT WITHOUT ADVICE NOTES.
- 6 SUBJECT TO THIS AGREEMENT, LEIDOS SHALL PAY THE SUPPLIER'S INVOICE NO LATER THAN 45 DAYS AFTER PROPERTY IN THE GOODS HAS PASSED TO IT AND RECEIPT OF A CORRECTLY RENDERED INVOICE. INVOICES SHOULD QUOTE AGREEMENT NUMBER AND BE ADDRESSED TO THE OFFICE SHOWN IN THIS AGREEMENT AND NOT FORWARDED WITH THE GOODS. INVOICES SHOULD BE DESPATCHED WITHIN THREE DAYS OF GOODS BEING DELIVERED. PRICE MUST NOT EXCEED THAT DETAILED IN AGREEMENT UNLESS CONFIRMED BY LEIDOS IN WRITING. ALL SETTLEMENT DISCOUNTS AND OTHER RELEVANT ARRANGEMENTS TO BE NOTED ON FACE OF INVOICE.

- 7 THE SUPPLIER AT ALL TIMES WARRANTS THAT THE GOODS/SERVICES SUPPLIED UNDER THIS AGREEMENT ARE OF MERCHANTABLE QUALITY AND CONFORM TO THE SPECIFICATIONS PROVIDED AND ARE FIT AND SUFFICIENT FOR THE PURPOSE FOR WHICH THEY ARE INTENDED TO BE USED BY LEIDOS AND FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP. REPAIRS CARRIED OUT UNDER THIS WARRANTY SHALL BE WITHOUT CHARGE TO LEIDOS FOR EITHER PARTS OR LABOUR.
- 8 LEIDOS SHALL NOT BE BOUND TO ACCEPT OR PAY FOR THE GOODS SUPPLIED OR SERVICES PERFORMED BY THE SUPPLIER UNLESS THEY CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES OR DESCRIPTIONS PROVIDED. LEIDOS WILL NOT BE LIABLE TO PAY FOR ANY REJECTED GOODS OR SERVICES.
- 9 NOTWITHSTANDING THAT LEIDOS MAY HAVE ACCEPTED DELIVERY INTO STORE THE WHOLE OR ANY PART OF THE GOODS COMPRISED IN THE AGREEMENT, OR HAVE ACCEPTED ANY SERVICES BY THE SUPPLIER AND/OR PAID FOR SAME, ALL GOODS AND SERVICES SHALL, NOTWITHSTANDING SUCH ACCEPTANCE AND OR PAYMENT, BE SUBJECT TO AND MAY, IF THEY DO NOT COMPLY WITH ALL THE REQUIREMENT OF THE AGREEMENT, BE REJECTED AFTER LEIDOS 'S INSPECTION WHICH SHALL BE MADE WITHIN A REASONABLE TIME AFTER DELIVERY IRRESPECTIVE OF THE DATE OF PAYMENT THEREOF, BUT LEIDOS SHALL PROMPTLY NOTIFY THE SUPPLIER OF ANY DEFECTS DETECTED AND HOLD ANY ARTICLES SO CLAIMED TO BE DEFECTIVE FOR THE SUPPLIER'S DISPOSAL FOR A REASONABLE PERIOD NOT EXCEEDING 90 DAYS FROM SUCH NOTIFICATION. GOODS RETURNED AS FAULTY FOR REWORK, REPLACEMENT OR CREDIT WILL BE AT THE RISK OF THE SUPPLIER AND ALL HANDLING AND TRANSPORTATION BOTH WAYS WILL BE BORNE BY THE SUPPLIER. IF ANY GOODS ARE RETURNED OR WORK REJECTED BY LEIDOS ON THE GROUNDS THEY DO NOT CONFORM WITH THIS ORDER, OR THAT THE WARRANTY CONTAINED IN PARAGRAPH EIGHT HAS NOT BEEN SATISFIED IN RELATION THERETO THE SUPPLIER SHALL REFUND TO US ALL AMOUNT PAID IN RESPECT THEREOF.
- 10 ANY TOOLS FOR WHICH LEIDOS PAYS FULL DIRECT COST (EXCLUDING FIXED OVERHEADS REFERRED TO ABOVE) ARE TO BE THE PROPERTY OF LEIDOS AND IT IS A CONDITION OF THIS AGREEMENT THAT BEFORE ANY MODIFICATION, ALTERATION OR DISPOSAL OF SUCH TOOLS, IN WHOLE OR IN PART, LEIDOS PERMISSION IN WRITING BE FIRST OBTAINED. LEIDOS PATTERS, PRINTS, TRACINGS, DIES OR TOOLS SHALL NOT BE USED FOR THE PRODUCTION OF GOODS OR PARTS FOR ANY OTHER USE UNLESS OUR WRITTEN CONSENT HAS BEEN FIRST OBTAINED. ALL SUCH PATTERNS, PRINTS, TRACINGS, DIES OR TOOLS FURNISHED BY LEIDOS ARE TO REMAIN THE PROPERTY OF LEIDOS, ARE TO BE AVAILABLE FOR INSPECTION BY LEIDOS REPRESENTATIVES, SUBJECT TO REASONABLE NOTICE BEING GIVEN, AND ARE TO BE RETURNED TO LEIDOS UPON REQUEST. SHOULD ANY OF THE SAID PATTERNS, PRINTS, TRACINGS, DIES OR TOOLS FALL INTO DISREPAIR OR REQUIRE PREVENTATIVE MAINTENANCE OF ANY KIND, LEIDOS SHALL BE GIVEN DETAILS IN WRITING TOGETHER WITH ESTIMATES OF COST FOR ACHIEVING A GOOD AND SUBSTANTIAL STANDARD OF REPAIR. AT LEIDOS 'S DISCRETION, A PURCHASE ORDER WILL BE PLACED COVERING THESE TERMS OF WORK OR INSTRUCTION ISSUED TO DISPOSE OF THEM IN THE MANNER LEIDOS CONSIDERS SUITABLE, AND ANY PROCEEDS FROM SUCH DISPOSAL SHALL BE IN THE BENEFIT OF LEIDOS.
- 11 ANY MATERIAL OR ARTICLE FURNISHED BY LEIDOS IN CONNECTION WITH THIS AGREEMENT OTHER THAN ON A CHARGE BASIS, SHALL BE REGARDED AND TREATED AS HELD BY THE SUPPLIER UPON CONSIGNMENT; AND THE SUPPLIER AGREES TO PAY FOR ALL MATERIALS EITHER SPOILED BY THE SUPPLIER, OR NOT OTHERWISE SATISFACTORILY ACCOUNTED FOR, AT THE COST AS CERTIFIED BY LEIDOS'S ACCOUNTANT WHOSE CERTIFICATE SHALL BE CONCLUSIVE.

THE SUPPLIER AGREES TO KEEP CUSTODY OF ALL SUCH MATERIALS OR ARTICLES SO THAT THEY MAY READILY BE IDENTIFIED AS THE PROPERTY OF LEIDOS AT ALL TIMES.

- 12 NO DELAY, NEGLECT OR FORBEARANCE ON THE PART OF LEIDOS IN ENFORCING AGAINST THE SUPPLIER ANY TERM OR CONDITION OF AGREEMENT SHALL EITHER BE DEEMED TO BE A WAIVER OR IN ANY WAY PREJUDICE ANY RIGHT OF LEIDOS UNDER THE AGREEMENT.
- 13 IF THE SUPPLIER FAILS TO CONFORM WITH ANY OF THE TERMS, CONDITIONS OR WARRANTIES CONTAINED HEREIN LEIDOS MAY AFTER SEVEN DAYS NOTICE OF ITS INTENTION TO DO SO TERMINATE THIS AGREEMENT. WHERE THE AGREEMENT HAS BEEN TERMINATED AS A RESULT OF THE SUPPLIER'S UNSATISFACTORY PERFORMANCE LEIDOS SHALL BE ENTITLED TO RECEIVE FROM THE SUPPLIER ANY DAMAGES, LOSSES, COSTS AND EXPENSES WHICH LEIDOS MAY SUSTAIN AS A CONSEQUENCE OF SUCH DEFAULT.
- 14 LEIDOS RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT OR ANY PART THEREOF AND UPON SUCH NOTICE BEING GIVEN THE SUPPLIER SHALL CEASE OR REDUCE WORK ACCORDING TO THE TENOR OF THE NOTICE. UPON SUCH TERMINATION THE SUPPLIER SHALL BE ENTITLED TO SUBMIT A CLAIM FOR COMPENSATION AND LEIDOS SHALL PAY TO THE SUPPLIER SUCH SUMS AS ARE FAIR AND REASONABLE IN RESPECT OF THE ACTUAL LOSS OR DAMAGE SUSTAINED BY THE SUPPLIER IN CONSEQUENCE THEREOF PROVIDING ALWAYS THAT THE SUPPLIER SHALL NOT BE ENTITLED TO CLAIM COMPENSATION FOR LOSS OF ANTICIPATED PROFITS AND OVERHEAD RECOVERIES.
- 15 IF EITHER PARTY SHALL BECOME BANKRUPT OR MAKE AN ARRANGEMENT WITH ITS CREDITORS TO GO INTO LIQUIDATION, THE OTHER PART SHALL HAVE THE RIGHT TO FORTHWITH TERMINATE THE AGREEMENT.
- 16 THE SUPPLIER WARRANTS THAT THE GOODS AND/OR SERVICES DO NOT, AND WILL NOT, INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON. THE SUPPLIER SHALL FULLY INDEMNIFY AND HOLD HARMLESS LEIDOS AGAINST ANY LOSS, COSTS, EXPENSES, DEMANDS OR LIABILITY, WHETHER DIRECT OR INDIRECT, ARISING OUT OF ANY CLAIM BY ANY PERSON THAT THE GOODS OR SERVICES INFRINGE ANY PRESENT AND FUTURE RIGHTS IN RESPECT OF OR PERTAINING TO ANY DESIGNS, CONCEPTS, COPYRIGHT, PATENTS, TRADE OR SERVICE MARKS AND CONFIDENTIAL INFORMATION ("INTELLECTUAL PROPERTY RIGHTS") OF THAT PERSON. THIS INDEMNITY SHALL BE GIVEN WHETHER OR NOT LEGAL PROCEEDINGS ARE INSTITUTED, AND IF SUCH PROCEEDINGS ARE INSTITUTED, IRRESPECTIVE OF THE MEANS, MANNER OR NATURE OF ANY SETTLEMENT, COMPROMISE OR DETERMINATION. LEIDOS SHALL NOTIFY THE SUPPLIER AS SOON AS PRACTICABLE OF ANY INFRINGEMENT, SUSPECTED INFRINGEMENT OR ALLEGED INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON RELATING TO THE GOODS OR SERVICES. WITHOUT PREJUDICE TO LEIDOS 'S RIGHT TO DEFEND A CLAIM ALLEGING SUCH INFRINGEMENT, THE SUPPLIER SHALL, IF REQUESTED BY LEIDOS, BUT AT THE SUPPLIER'S OWN EXPENSE, CONDUCT THE DEFENCE OF A CLAIM ALLEGING SUCH INFRINGEMENT. THE SUPPLIER SHALL COMPLY WITH LEIDOS'S REASONABLE DIRECTIONS RELATING IN ANY WAY TO THE DEFENCE OR TO NEGOTIATIONS FOR SETTLEMENT OF THE CLAIM. LEIDOS SHALL, IF REQUESTED, BUT AT THE SUPPLIER'S EXPENSE, PROVIDE THE SUPPLIER WITH REASONABLE ASSISTANCE IN CONDUCTING THE DEFENCE OF SUCH A CLAIM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF IT IS DETERMINED BY ANY INDEPENDENT TRIBUNAL OR FACT OF LAW OR IF IT IS AGREED BETWEEN THE PARTIES TO THE DISPUTE THAT AN INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON HAS OCCURRED IN RELATION TO THE GOODS OR SERVICES, THE SUPPLIER SHALL, AT ITS OWN EXPENSE, ENDEAVOUR TO RESOLVE THE DISPUTE TO MODIFY OR REPLACE THE GOODS OR SERVICES, AS

THE CASE MAY BE, SO THAT SUCH INFRINGEMENT IS REMOVED AND THE SUPPLIER IS ABLE TO MEET ITS OBLIGATIONS UNDER THE AGREEMENT.

- 17 THE SUPPLIER SHALL KEEP CONFIDENTIAL THE TERMS OF THIS AGREEMENT AND ANY INFORMATION OBTAINED IN CONNECTION WITH THIS AGREEMENT AND SHALL NOT DIVULGE SAME TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF LEIDOS.
- 18 THE SUPPLIER SHALL INDEMNIFY LEIDOS AGAINST AND INSURE AGAINST INJURY TO ANY PERSON OR LOSS OR DAMAGE TO PROPERTY WHICH ARISES OUT OF THE ACT, DEFAULT OR NEGLIGENCE OF THE SUPPLIER, HIS AGENTS OR SUB-CONTRACTORS.
- 19 THE SUPPLIER SHALL NOT WITHOUT THE PRIOR WRITTEN APPROVAL OF LEIDOS AND EXCEPT ON SUCH TERMS AND CONDITIONS AS ARE DETERMINED IN WRITING BY LEIDOS, ASSIGN, MORTGAGE, CHARGE OR ENCUMBER THIS AGREEMENT OR ANY PART THEREOF.
- 20 ANY NOTICE HEREUNDER GIVEN BY ONE PARTY TO THE OTHER SHALL BE SUFFICIENTLY GIVEN IF SIGNED ON BEHALF OF THAT PARTY AND DELIVERED AT OR POSTED TO THE OTHER PARTY'S ADDRESS AS STATED HEREIN.

ITAR (EXPORT CONTROL)

- 21 THE SUPPLIER SHALL COMPLY WITH ALL APPLICABLE DOMESTIC AND FOREIGN IMPORT AND EXPORT CONTROL LAWS AND REGULATIONS AND SHALL PROVIDE ALL INFORMATION ABOUT THE SUPPLIES, AND ANY CONSTITUENT PARTS, THAT MAY BE NECESSARY FOR THE PURCHASER'S COMPLIANCE WITH ALL APPLICABLE IMPORT AND EXPORT CONTROL LAWS AND REGULATIONS. THE SUPPLIER SHALL:
 - 21.1 NOTIFY THE PURCHASER IN WRITING AT THE TIME THE ORDER IS ACCEPTED, WHEN ANY CHANGES OCCUR, AND WHEN SUBSEQUENT INFORMATION IS RECEIVED BY THE SUPPLIER, THAT THE SUPPLIES AND ANY CONSTITUENT PARTS ARE SUBJECT TO EXPORT CONTROLS AND THE JURISDICTION OF THE EXPORT CONTROLS;
 - 21.2 PROVIDE THE PURCHASER A SIGNED DECLARATION FORM WITHIN 45 CALENDAR DAYS OF THE DATE OF ISSUE OF THE ORDER AND IN ANY EVENT IN ADVANCE OF RECEIPT BY THE PURCHASER OF SUCH CONTROLLED MATERIAL INCLUDED IN THE ORDER.;
 - 21.3 ENGAGE WITH THE PURCHASER IN ORDER TO ORGANISE RELEVANT EXPORT AUTHORISATIONS BY:
 - (A) CONSULTING WITH THE PURCHASER ABOUT THE RELEVANT FORM OF EXPORT AUTHORISATIONS REQUIRED FROM GOVERNMENT AND REGULATORY AUTHORITIES, AND
 - (B) REQUESTING FROM THE PURCHASER ALL INFORMATION NECESSARY TO MAKE THE SUPPLIER'S EXPORT AUTHORISATIONS COMPLETE AND ACCURATE, AND TO FULFIL ALL THE PURCHASER'S REQUIREMENTS FOR COMPLIANCE WITH ALL APPLICABLE EXPORT CONTROL LAWS AND REGULATIONS;
 - 21.4 OBTAIN ALL REQUIRED EXPORT AUTHORISATIONS NECESSARY TO ENSURE DELIVERY OF THE SUPPLIES TO THE PURCHASER IN ACCORDANCE WITH THE DELIVERY DATES REQUIRED UNDER THE ORDER; AND

21.5 PROVIDE THE FOLLOWING FURTHER INFORMATION AND DOCUMENTATION IN WRITING AT THE TIME THE ORDER IS ACCEPTED IF AVAILABLE OR OTHERWISE BEFORE DELIVERY OF SUPPLIES:

- (A) DETAILS OF THE RELEVANT EXPORT AUTHORISATIONS, INCLUDING REFERENCE NUMBERS AND DATES, AUTHORISED PARTIES, APPROVED END USE, AND ANY LIMITATIONS/PROVISOS; AND
- (B) FULL COPIES OF SUCH EXPORT AUTHORISATIONS INCLUDING ANY CORRESPONDENCE WITH THE RELEVANT GOVERNMENT AUTHORITY CONSENTING TO OR GIVING GUIDANCE ON THE USE OF EXEMPTIONS OR EXCEPTIONS OR LISTING LIMITATIONS/PROVISOS, AND TRANSMITTAL LETTERS.

21.6 EXPORT CONTROLS

EACH PARTY WILL NOT EXPORT, RE-EXPORT, RE-SELL, SHIP, DIVERT, OR CAUSE TO BE EXPORTED, RE-EXPORTED, RESOLD, SHIPPED, OR DIVERTED DIRECTLY OR INDIRECTLY ANY REGULATED MATERIAL, INCLUDING TECHNICAL DATA, TO ANY COUNTRY FOR WHICH THE AUSTRALIAN GOVERNMENT OR THE U.S. GOVERNMENT, ANY AGENCY THEREOF, OR ANY OTHER SOVEREIGN GOVERNMENT, REQUIRES AN EXPORT LICENCE OR OTHER GOVERNMENTAL APPROVAL WITHOUT FIRST OBTAINING SUCH LICENCE OR APPROVAL. FURTHER, EACH PARTY WILL:

- (A) COMPLY WITH AUSTRALIAN AND U.S EXPORT CONTROLS REGULATING EXPORTS,
- (B) OBTAIN ALL EXPORT LICENCES AS REQUIRED BEFORE RELEASING EXPORT-CONTROLLED SOFTWARE AND TECHNOLOGY TO ITS FOREIGN NATIONAL PERSONNEL OR SUBCONTRACTORS, AND
- (C) ENSURE THAT NONE OF ITS PERSONNEL OR SUBCONTRACTORS ARE IDENTIFIED ON RELEVANT GOVERNMENT EXPORT EXCLUSION LISTS. EACH PARTY WILL PROVIDE THE OTHER PARTY WITH ALL INFORMATION THAT MAY BE REQUIRED TO COMPLY WITH ALL EXPORT LAWS, INCLUDING BUT NOT LIMITED TO APPLICABLE EXPORT CONTROL CLASSIFICATION NUMBERS, AND DOCUMENTATION SUBSTANTIATING AUSTRALIAN, U.S. AND FOREIGN REGULATORY APPROVALS.

21.7 DEFINITIONS

IN THIS SECTION 1:

‘CONTROLLED MATERIAL’ MEANS ANY PHYSICAL ITEMS AND ITEMS SUCH AS DRAWINGS, BLUEPRINTS, INSTRUCTIONS, PHOTOGRAPHS, DOCUMENTATION, PLANS, DIAGRAMS, MODELS, MANUALS, SCHEMATICS, AND ANY OTHER FORM OF TECHNICAL DATA, THAT ARE THE SUBJECT OF EXPORT AND IMPORT RESTRICTIONS AS TO THEIR USE AND DISCLOSURE.

‘EXPORT AUTHORISATIONS’ MEANS ALL REQUIRED EXPORT LICENSES, AGREEMENTS, OTHER GOVERNMENTAL AUTHORISATION, OR EXCEPTION OR EXEMPTION NECESSARY RELIED UPON FOR LAWFUL EXPORT OF SUPPLIES.

22. THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND MAY ONLY BE VARIED, SUPPLEMENTED OR REPLACED BY A DOCUMENT IN WRITING DULY EXECUTED BY THE PARTIES.

23. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN FORCE IN ACT (AUSTRALIAN CAPITAL TERRITORY), AUSTRALIA.

24. ETHICS AND COMPLIANCE

24.1 LEIDOS IS COMMITTED TO CONDUCTING BUSINESS WITH THE UTMOST INTEGRITY AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. AS PART OF LEIDOS' REGULATORY REQUIREMENTS RELATING TO ANTI-BRIBERY, CORRUPTION AND MODERN SLAVERY, THE COMPANY/CONTRACTOR AGREES THAT IT SHALL:

- (A) ACT CONSISTENTLY WITH LEIDOS' CODE OF CONDUCT
[HTTPS://WWW.LEIDOS.COM/SUPPLIERS](https://www.leidos.com/suppliers)
- (B) COMPLY WITH ALL APPLICABLE LAWS, STATUTES AND/OR REGULATIONS RELATING TO ANTI-CORRUPTION, INCLUDING THE ANTI-CORRUPTION LEGISLATION;
- (C) PROMPTLY REPORT TO LEIDOS ANY REQUEST OR DEMAND WHICH WOULD CONSTITUTE AN OFFENCE UNDER ANTI-BRIBERY AND ANTI-CORRUPTION LEGISLATION OR WOULD BE A BREACH OF THE OBLIGATIONS SET OUT IN THE CHAPTER TITLED 'OUR COMMITMENT TO COMMUNITIES' IN LEIDOS' CODE OF CONDUCT;
- (D) COMPLY WITH ALL APPLICABLE LAWS, STATUTES AND/OR REGULATIONS RELATING TO ANTISLAVERY, HUMAN TRAFFICKING, CHILD LABOUR, FORCED LABOUR, COLLECTIVE BARGAINING, DISCRIMINATION, ABUSE, WORKING HOURS AND MINIMUM WAGES, INCLUDING THE MODERN SLAVERY ACT 2018 (CTH);
- (E) TAKE ALL STEPS REASONABLY PRACTICABLE TO ELIMINATE MODERN SLAVERY AS DEFINED IN THE MODERN SLAVERY ACT 2018 (CTH);

24.2 THE COMPANY/CONTRACTOR INDEMNIFIES LEIDOS AGAINST ANY PENALTIES, DAMAGES OR LOSSES INCURRED BY, OR AWARDED AGAINST, LEIDOS AS A RESULT OF ANY BREACH OF CLAUSE.

24.3 FOR THE PURPOSE OF THIS CLAUSE "ANTI-BRIBERY AND ANTI-CORRUPTION LEGISLATION" MEANS DIVISION 70 AND PARTS 7.6 AND 10.9 OF THE CRIMINAL CODE ACT 1995 (CTH); THE PROCEEDS OF CRIME ACT 2002 (CTH); PART 4A OF THE CRIMES ACT 1900 (NSW); SECTION 176 OF THE CRIMES ACT 1958 (VIC); SECTION 150 OF THE CRIMINAL LAW CONSOLIDATION ACT 1935 (SA); SECTIONS 442B TO 442BA OF THE CRIMINAL CODE ACT 1899 (QLD); SECTIONS 529 TO 539 OF THE CRIMINAL CODE (WA); SECTION 266 OF THE CRIMINAL CODE ACT 1924 (TAS); SECTIONS 356 TO 357 OF THE CRIMINAL CODE 2002 (ACT); AND SECTIONS 236 OF THE CRIMINAL CODE ACT 1983 (NT), AS APPLICABLE.

25. COMPLIANCE WITH DEPARTMENT OF DEFENCE POLICIES

25.1 THE CONTRACTOR SHALL COMPLY WITH, AND ENSURE THAT THE CONTRACTOR'S PERSONNEL COMPLY WITH, THE FOLLOWING COMMONWEALTH POLICIES OF GENERAL APPLICATION RELEVANT OR APPLICABLE TO THE SERVICES:

A. DI ADMINPOL, AND IN PARTICULAR:

- (I) ANNEX C, AG4 – INCIDENT REPORTING AND MANAGEMENT AND THE INCIDENT REPORTING AND MANAGEMENT MANUAL;
- (II) ANNEX C, AG5 – CONFLICTS OF INTEREST AND DECLARATIONS OF INTEREST AND THE INTEGRITY POLICY MANUAL;

(III) ANNEX J, PPL 7 – REQUIRED BEHAVIOURS IN DEFENCE AND CHAPTER 3 OF THE COMPLAINTS AND ALTERNATIVE RESOLUTIONS MANUAL;

B. GIFTS, HOSPITALITY AND SPONSORSHIP AS DETAILED IN DI(G) PERS 25-7;

C. ADF ALCOHOL POLICY AS DETAILED IN DI(G) PERS 15-1; AND

D. PUBLIC INTEREST DISCLOSURE POLICY AS DETAILED AT:

[HTTPS://WWW.OMBUDSMAN.GOV.AU/OUR-RESPONSIBILITIES/MAKING-A-DISCLOSURE](https://www.ombudsman.gov.au/our-responsibilities/making-a-disclosure)