

## Purchase Order Terms and Conditions

### Part B – Definitions

Unless and to the extent the context requires or indicates otherwise:

**Activities** means the supply of any services, goods and/or works (including those referred to in, or otherwise contemplated by, the Completed Purchase Order) which the Contractor is or may be required to carry out under this Contract.

**Approval** means any licence, permit, determination, consent, approval, certification, authorisation or other requirement of any Authority in connection with the Relevant Matters.

**Australian Standards** means the standards published by Standards Australia.

**Authority** means any governmental department or body, council, statutory authority or body or any other person or entity which has a right to impose a requirement or whose approval is required with respect to, or in connection with, the Relevant Matters.

**Brookfield's Representative** means the person so described in the Completed Purchase Order or a nominated replacement notified in writing to the Contractor.

**Business Day:**

- (a) means any day other than a Saturday or Sunday or a public holiday in the jurisdiction in which the Site is located; or
- (b) where the Security of Payment Act applies, has the meaning given to that term for the purpose of the relevant Security of Payment Act.

**Claim** means any request, demand, action, right, entitlement, proceeding or other claim under, in relation to, or in connection with, the Relevant Matters, including for any relief, payment or damages (whether under this Contract, under an indemnity, warranty or guarantee, or otherwise), including in tort (including negligence), for breach of contract or quasi contract, for misrepresentation, in equity, under any statute (except any part of a statute which cannot be excluded by agreement), for unjust enrichment or restitution or otherwise under any other principle of law.

**Commencement Date** means the date so described in the Completed Purchase Order,

**Completed Purchase Order** means the completed purchase order to which these terms and conditions are attached, as approved by Brookfield.

**Confidential Information** includes:

- (a) all aspects of this Contract and all matters arising from the Activities; or
- (b) any commercially sensitive documentation or information,

whether or not such information is reduced to a tangible form or marked in writing as "confidential", and whether it is disclosed by the discloser to the recipient or received, acquired, overheard, or learnt by the recipient in any way whatsoever.

**Contract** means this agreement between Brookfield and the Contractor constituted by the Completed Purchase Order and these terms and conditions attached to the Completed Purchase Order, together with any schedules, annexures or appendices attached to these terms and conditions.

**Contract Price** means the sum ascertained by Brookfield's Representative in accordance with this Contract, by using the lump sum in the Completed Purchase Order, as adjusted for any additions or deductions made under this Contract.

**Defect** means:

- (a) any defect, fault, omission or error in or with respect to the Activities or the Materials; or
- (b) any wrongful act or omission of the Contractor or the Personnel, including any aspect of the Activities or Materials which are not in accordance with the requirements of this Contract.

**Insurance Policy** means each of the following insurance policies:

- (a) Professional Indemnity Insurance in the amount of \$10 million (minimum) per occurrence, from the Commencement Date to the date which is 7 years after the completion of all of the Activities;
- (b) Public Liability Insurance in the amount of \$20 million (minimum) per occurrence, from the Commencement Date to the date which is 1 year after the completion of all of the Activities; and
- (c) Workers Compensation Insurance as per statutory requirements,

and **Insurance Policies** has a similar meaning.

**Intellectual Property Rights** includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, and includes all copyright and analogous rights, as well as all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names, internet domain names or Moral Rights.

**Intended Purpose** means the purpose as could be reasonably inferred from what is stated in this Contract.

**Issue** has the meaning given to that expression under clause **Error! Reference source not found.**

**Law** means all applicable:

- (a) Acts, Ordinances, regulations, statutory instruments, by-laws, orders, awards and requirements, guidelines and proclamations of any Authority;
- (b) Approvals, codes and standards (including Australian Standards); and

(c) fees and charges payable in connection with the foregoing.

**Mandatory Provisions** means each and every clause or provision set out here..

**Materials** means all reports, calculations, documents, data, output, drawings, specifications, images, information and other products, goods or materials used, provided, supplied or prepared by or on behalf of the Contractor or the Personnel in connection with the Relevant Matters.

**Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).

**Others** has the meaning given to that expression under clause **Error! Reference source not found.**

**Owner** means the owner so described in the Completed Purchase Order or as otherwise notified to the Contractor by Brookfield's Representative from time to time.

**Parties** means Brookfield and the Contractor, and **Party** means either of them as the case may require.

**Payment Date** means the period so described in the Completed Purchase Order, commencing on the date of receipt of the relevant payment claim validly submitted by the Contractor.

**Personnel** means the Contractor's employees, officers, agents, consultants and contractors and any of their employees, officers, agents, consultants and contractors.

**Records** includes all documentation, data and information, including financial and related records, in whatever form they may be kept (whether written, electronic, or otherwise), relating to or pertaining to this Contract, whether such documentation, data or information is kept, retained or in the possession of the Contractor or any Personnel, including all accounting records, policies and procedures, subcontract files, all paid vouchers (including those for out of pocket expenses), other reimbursements supported by invoices, ledgers, cancelled checks, deposit slips, bank statements, journals, original estimates, estimating work sheets, contract amendments and change order files, back charge logs as well as all supporting documentation, insurance documents, payroll documents, timesheets, memoranda and correspondence.

**Relevant Matters** means this Contract and/or the Activities (as the case may be).

**Schedule** means a schedule attached to these terms and conditions, unless expressly stated otherwise.

**Security of Payment Act** means the applicable Act regulating security of payment in the building and construction industry.

**Site** means the land or premises, or any part of it, so described in the Completed Purchase Order.

**Variation** means any change to the Activities, including an addition or omission in the scope, quality or character of the Activities, and **Vary** has a similar meaning.

**Variation Order** has the meaning given to that expression under clause 7.

## Schedule 1 – Mandatory Provisions

This Schedule 1 is without limitation, and in addition, to any other obligation under this Contract. All Mandatory Provisions survive the expiry or termination of this Contract.

### 1. Anti-Corruption and Reporting Hotline

#### 1.1 Definitions

In this clause:

- (a) **Anti-Corruption Laws** means all applicable Laws, rules, decrees and orders relating to anti-bribery, anti-corruption, anti-money laundering and anti-terrorism, including the Laws of Australia (including the *Criminal Code Act 1995* (Cth) and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth)) and, to the extent they purport to have applicable extra-territorial operation, the Laws of the United Kingdom of Great Britain and Northern Ireland, the Laws of the United States of America and the Laws of Canada (including the *Anti-Terrorism, Crime and Security Act 2001* (UK), the *Bribery Act 2010* (UK), the *Foreign Corrupt Practices Act 1977* (US) and the *Corruption of Foreign Public Officials Act 1998* (Canada)).
- (b) **Government** includes any federal, state, regional or local government, any legislative, executive or judicial arm of any such government, any department, commission, authority, instrumentality, tribunal or agency of any such a government, any enterprise owned or controlled by such a government (whether carrying on a business or not), any political party or body and/or any public international organisation.
- (c) **Government Official** includes any representative of any Government and any candidate for public or political office.

#### 1.2 Reporting Hotline

- (a) The Contractor acknowledges and agrees that Brookfield maintains a reporting hotline (**Brookfield Ethics Hotline**) for its vendors and other interested parties to report any matters pertaining to:
  - (i) accounting, auditing or other financial reporting irregularities;
  - (ii) unethical business conduct (including in relation to safety, environment, conflicts of interest, theft and fraud); or
  - (iii) violations of Law, including Anti-Corruption Laws.
- (b) The Brookfield Ethics Hotline may be accessed by telephone (toll free) at (Australia - 1800-152-863 and New Zealand - 0800-443-938) or by internet (anonymously) at [www.reportlineweb.com/Brookfield](http://www.reportlineweb.com/Brookfield).
- (c) Brookfield will investigate all matters reported to the Brookfield Ethics Hotline in compliance with its obligations at law (including Part 9.4AAA of the *Corporations Act 2001* (Cth), where applicable) or as it otherwise deems necessary.

#### 1.3 Anti-Corruption and audit

- (a) The Contractor represents and warrants to Brookfield that it and the Personnel have not and will not (in connection with this Contract, including any Activities performed or transactions made in connection with this Contract):
  - (i) engage in any activity or practice which would constitute an offence under, or which will or may cause Brookfield to be in breach of, any Anti-Corruption Laws;
  - (ii) make, promise or offer to make any payment or transfer of anything of value, directly or indirectly on behalf of Brookfield or otherwise to:
    - (A) any Government Official; or
    - (B) any other person,
 while knowing that all or some portion of the payment or thing of value will be offered, given, or promised to a Government Official or any other person in order to improperly obtain or retain business, or to secure any improper advantage, for Brookfield or otherwise, or otherwise while knowing that such payment or thing of value is or may be in breach of Anti-Corruption Laws.
- (b) Without limiting and in addition to clause 1.3(a) of this Schedule 1, the Contractor represents and warrants to Brookfield that:
  - (i) to the best of its knowledge and belief, no Government or Government Official has any ownership interest, direct or indirect, in the Contractor or in the contractual relationship established by this Contract;
  - (ii) it has maintained, and during the term of this Contract will maintain, in place its own policies and procedures to ensure compliance with all Anti-Corruption Laws, and such policies are consistent with the standard ISO 37001:2016 "Anti-bribery management systems, disclosure controls and procedures";
  - (iii) it will procure that any person who performs or has performed services in connection with this Contract (including any Activities) for or on its behalf (including any Personnel) (**Associated Persons**) complies with this clause 1.3 of this Schedule 1;

- (iv) it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause 1.3 of this Schedule 1;
  - (v) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Contract, that are sufficient to ensure the proper authorisation, recording, and reporting of all transactions and to provide reasonable assurance that violations of the Anti-Corruption Laws will be prevented and detected;
  - (vi) it will report to Brookfield (or to the Brookfield Ethics Hotline), as soon as practicable, any request or demand for any improper payments or other improper advantage of any kind received by the Contractor from Brookfield or any other person in connection with the performance of this Contract; and
  - (vii) if it becomes aware of, or has any reason to believe that, any payment or transfer of anything of value (directly or indirectly) to a Government Official or any other person for the purpose of improperly obtaining or retaining business or securing any improper advantage has been made in relation to anything done in connection with this Contract, the Contractor will immediately report such activity to the Brookfield Ethics Hotline and advise Brookfield by notice in writing (such notice including details of the relevant circumstances, even if such circumstances have already been advised through the Brookfield Ethics Hotline).
- (c) Upon receipt of a notice in writing under clause 1.3(b)(vii) of this Schedule 1, the Contractor acknowledges and agrees that Brookfield has the right to conduct a reasonable investigation into all relevant matters referred to in the notice, including to verify the Contractor's compliance with this clause 1 of this Schedule 1. The Contractor must, and must ensure that the Personnel, cooperate fully with such investigation, including by the provision of access to personnel and documents.
- (d) The Contractor:
- (i) must (and must ensure that all Personnel), at all times during the term of this Contract (and for a period of ten years after the completion of the last of the Activities), keep and maintain all Records and all supporting or underlying documents and materials relating to those Records;
  - (ii) acknowledges and agrees that Brookfield (and its agents, nominees and representatives) will have the right to, and may at any time and from time to time, audit, examine and make copies of, or take extracts from, all Records;
  - (iii) must (and must ensure that all Personnel) make all Records available for inspection and audit (including copies and extracts of records, as required) under this clause 1.3(d) of this Schedule 1, as soon as reasonably practicable (and, in any event, within 3 days') after receiving a request from Brookfield, whether during or after completion of this Contract, and at the Contractor's own expense; and
  - (iv) acknowledges and agrees that all Records must be made available to Brookfield (and its agents, nominees and representatives) during normal business hours at the Contractor's office or place of business or, if no such time or location is available, the Records must be made available for audit at a time and location that is convenient to Brookfield.

#### 1.4 Mode of Business

- (a) Without limiting and in addition to clause 1.3 of this Schedule 1, the Contractor acknowledges and agrees that it is the intent of the Parties that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.
- (b) Clause 1.4(a) of this Schedule 1 will not prohibit normal and customary business entertainment or the giving of promotional items bearing the corporate logo of the Parties or which promote or relate to legitimate business, provided such entertainment or promotional items are lawful, reasonable in the circumstances and are properly described in the books and records of the Party.

#### 1.5 Impropriety and Fair Contracting

Without limiting and in addition to clause 1.3 of this Schedule 1, by no later than 31 December of each year during the currency of this Contract (or upon reasonable request by Brookfield), the Contractor must provide a duly executed written certification to Brookfield that it has (and all Personnel have):

- (a) not knowingly engaged in any activity with any staff member of Brookfield that would be in breach of Anti-Corruption Laws or otherwise be in breach of clause 1.3 of this Schedule 1;
- (b) complied with the Property Council of Australia's "Principles of Fair Contracting"; and
- (c) complied with clause 1 of this Schedule 1, including all warranties and representations provided under with clause 1 of this Schedule 1.

#### 1.6 Rights of Parties on Default

If the Contractor or any of the Personnel become aware of a breach of any part of clause 1 of this Schedule 1 then, the Contractor must notify Brookfield as soon as practicable of any such breach, and in addition to its other

rights, Brookfield may (in its absolute and unfettered discretion) terminate this Contract by providing at least 30 days' written notice to the Contractor.

## 2. Privacy and Personal Information

- (a) In this clause:
  - (i) **Personal Information** is information or an opinion about an identified or reasonably identifiable natural person (whether true or not), including personal information as defined in the Privacy Act, collected or generated by, disclosed to, or accessed by the Contractor in connection with this Contract;
  - (ii) **Privacy Act** means the *Privacy Act 1988* (Cth); and
  - (iii) **Privacy Laws** means the Privacy Act, the *Spam Act 2003* (Cth), all privacy policies issued by Brookfield from time to time and all other Laws, principles, codes and policies relating to Personal Information or the handling of Personal Information.
- (b) The Contractor must (and must ensure that all Personnel):
  - (i) comply with all Privacy Laws in relation to Personal Information, whether or not the Contractor or the Personnel is an organisation bound by the Privacy Act;
  - (ii) collect, store, use, disclose or otherwise deal with Personal Information as directed by Brookfield, except to the extent that compliance with the direction would cause the Contractor or the Personnel to breach a Privacy Law;
  - (iii) only use or disclose Personal Information for the purposes of performing the Activities or as expressly permitted under this Contract;
  - (iv) assist Brookfield to comply with Brookfield's obligations under any Privacy Law, as they relate to Personal Information;
  - (v) immediately notify Brookfield if the Contractor or the Personnel becomes aware of any breach (or possible breach) of the Contractor's obligations in relation to Personal Information under this Contract and immediately:
    - (A) take such steps as Brookfield requires to resolve or otherwise deal with the breach or possible breach; and
    - (B) follow any reasonable direction from Brookfield in relation to the breach or possible breach;
  - (vi) take all reasonable steps to ensure that the Personal Information the Contractor or the Personnel uses or discloses in performing the Activities is up-to-date, complete and relevant having regard to the nature of the Activities;
  - (vii) ensure that any person to whom the Contractor or any Personnel discloses Personal Information is aware of and complies with the Contractor's obligations under this clause 2 of this Schedule 1;
  - (viii) not do anything, or omit to do anything, with the Personal Information that will cause Brookfield to breach its obligations under a Privacy Law;
  - (ix) take all reasonable steps to ensure that Personal Information held by the Contractor or the Personnel is protected against misuse, interference and loss, and from unauthorised access, modification or disclosure, including undertaking any staff training as may be required; and
  - (x) not transfer any Personal Information to a person outside Australia, or allow any person who is located outside Australia to access Personal Information, without Brookfield's prior written consent.
- (c) If Brookfield consents to any Personal Information to be transferred, disclosed, accessed or received offshore under clause 2(b)(x) of this Schedule 1, the Contractor:
  - (i) must ensure that any offshore recipient of the Personal Information complies with all applicable Privacy Laws in relation to the Personal Information; and
  - (ii) is liable at all times for all acts or omissions of any offshore recipients of Personal Information, including where Personal Information is transferred, disclosed, accessed or received in breach of this Contract.

## 3. Proportionate Liability

- (a) In this clause, **Proportionate Liability Legislation** means (as applicable):
  - (i) Part 4 of the *Civil Liability Act 2002* (NSW);
  - (ii) Part IVAA of the *Wrongs Act 1958* (Vic);
  - (iii) Chapter 2, Part 2 of the *Civil Liability Act 2003* (Qld);
  - (iv) Part 3 of the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
  - (v) Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
  - (vi) the *Proportionate Liability Act 2005* (NT);
  - (vii) Part 9A of the *Civil Liability Act 2002* (Tas); and

(viii) Part 1F of the *Civil Liability Act 2002* (WA).

- (b) The Parties agree that, to the maximum extent permitted by law, the operation of the Proportionate Liability Legislation is excluded in relation to all and any rights, obligations and liabilities arising out of or in connection with the Relevant Matters, whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or on the basis of quantum meruit, quasi contract or of any other principle of law or equity.
- (c) Without limiting clause 3(b) of this Schedule 1, to the maximum extent permitted by law, the Contractor is liable for, and must indemnify, and must keep indemnified, Brookfield against all Claims, liabilities, costs, loss, damage and expenses (including legal fees on a full indemnity basis) which Brookfield suffers or incurs as the result of any part of the Proportionate Liability Legislation applying to the Relevant Matters.

#### 4. Work Health and Safety

- (a) In this clause, **WHS Requirements** means all Laws relating to work health and safety, as well as all policies, procedures, processes, plans and requirements of Brookfield, the Owner, the owner or occupier of the Site or any of their respective agents, officers, employees, consultants and contractors.
- (b) The Contractor must (and must ensure that all Personnel):
  - (i) comply with all WHS Requirements, including all obligations under the WHS Requirements applicable to a principal contractor or main contractor (or similar expression under the applicable WHS Requirements) irrespective of whether or not the Contractor has been properly appointed as principal contractor or main contractor (as the case may be) for the purpose of the applicable WHS Requirements;
  - (ii) provide all documents and reports required by the WHS Requirements, including to identify any hazards relating to the design of the structure (to the extent applicable to the supply or carrying out of the Activities);
  - (iii) do all things necessary to enable Brookfield or the Owner (or the owner or occupier of the Site) to comply with their respective obligations under the WHS Requirements; and
  - (iv) not do anything or omit to do anything which places Brookfield or the Owner (or the owner or occupier of the Site) in breach of their respective obligations under the WHS Requirements.

#### 5. Security of Payment

- (a) The Contractor acknowledges and agrees that where Brookfield is required by law to withhold moneys, due to any Personnel asserting that it has not been paid moneys due to it by the Contractor, Brookfield may do so and set-off such moneys against any amount which might otherwise be due or payable to the Contractor.
- (b) If the Contractor receives any notice or claim from any Personnel under, or which is purported to be issued under the Security of Payment Act, the Contractor must immediately provide a copy of such notice or claim to Brookfield and Brookfield's Representative (and all other information reasonably requested by Brookfield and Brookfield's Representative) and must keep Brookfield and Brookfield's Representative fully informed of every aspect of the subject matter of the notice or claim until the matter is satisfactorily resolved.
- (c) To the maximum extent permitted by law, the Contractor must indemnify, and must keep indemnified, Brookfield against all Claims, liabilities, costs, loss, damage and expenses (including legal fees on a full indemnity basis) which Brookfield suffers or incurs arising from or in connection with any failure, or any asserted or claimed failure, by the Contractor to pay the Personnel, including in connection with any withholding request made by any Personnel to Brookfield.

#### 6. GST

- (a) Words or expressions used in this clause, which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), have the same meaning in this clause.
- (b) Any consideration to be paid or provided to the Contractor for a supply made by the Contractor under or in connection with this Contract is 'GST exclusive', unless specifically described in this Contract as 'GST inclusive'.
- (c) Despite any other provision in this Contract, if a Party (**Supplier**) makes a taxable supply under or in connection with this Contract:
  - (i) the GST exclusive consideration to be paid or provided to the Supplier is increased by, and the recipient of the supply (**Recipient**) must pay to the Supplier, an amount equal to the GST exclusive consideration multiplied the prevailing rate of GST (GST Amount);
  - (ii) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided; and
  - (iii) the Recipient need not make any payment for any taxable supply made under or in connection with this Contract until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

- (d) Any payment or amount to be made under this this Contract which is calculated as a percentage of any other amount or revenue stream, will be calculated as a percentage of that other amount or revenue stream net of GST.
- (e) If a payment to a Party under this Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party, or the representative member of a GST group of which that Party is a member, is entitled for that loss, cost or expense.
- (f) If an adjustment event occurs in relation to a taxable supply made under or in connection with this Contract, then the consideration payable in respect of the supply will also be adjusted as follows:
  - (i) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply a payment equal to that increase will be made by the Recipient to the Supplier; and
  - (ii) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply a payment equal to that decrease will be made by the Supplier to the Recipient.
- (g) Any payment that is required under this clause will not be made until the issuing of an adjustment note or an amended tax invoice, as the case may be, by the Supplier. If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as it becomes aware of the adjustment event.

## 7. Modern Slavery

The Consultant acknowledges that Brookfield is committed to eradicating human rights abuses and instances of modern slavery. The Consultant must do all things (and must procure that its suppliers and permitted sub-contractors do all things) requested by Brookfield in order to facilitate Brookfield's compliance with Modern Slavery Act 2019 (Cth) and the Modern Slavery Act 2018 (NSW) (including all related regulations and policies adopted by Brookfield in relation to the same).

## 8. Cyber Security

### 8.1 Definition

In this clause, **Brookfield Data** means all data or information in any medium or format that is provided or made available to the Consultant by Brookfield in connection with this Contract, including as it may be transformed while being used by the Consultant in connection with this Contract.

### 8.2 Consultant's obligations

The Consultant must, and must ensure that all of its Personnel:

- (a) comply with all security policies, standards, requirements and specifications of Brookfield relating to Brookfield Data;
- (b) do all things that a reasonable and prudent entity would do to ensure that all Brookfield Data is safe and protected at all times from unauthorised access or use by a third party or misuse, modification, damage or destruction by any person;
- (c) provide, implement and maintain protective measures for Brookfield Data that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse, modification or loss of, Brookfield Data;
- (d) satisfactorily remediate any security vulnerabilities discovered within a reasonable timeframe (as directed by Brookfield).

### 8.3 System Breaches or failure

If the Consultant becomes aware of any actual or suspected:

- (a) action taken through the use of computer networks that result in an actual or potentially adverse effect on the Consultant's information system and/or Brookfield Data residing on that system (**Cyber Incident**); or
- (b) any other unauthorised access or use by a third party or misuse, modification, damage or destruction by any person (**Other Incident**),

the Consultant must:

- (c) notify Brookfield immediately (and no later than 12 hours after becoming aware of the Cyber Incident or Other Incident); and



- (d) comply with any directions issued by Brookfield in connection with the Cyber Incident or Other Incident, including:
- i. notifying the Australian Cyber Security Centre, or any other relevant body, as required by Brookfield of the Cyber Incident or Other Incident;
  - ii. obtaining evidence about how, when and by whom the Brookfield information system and/or Brookfield Data has or may have been compromised, and providing that detail to Brookfield on request;
  - iii. preserving and protecting any evidence as described in subclause (ii) above for a period of up to 12 months;
  - iv. implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident and/or the likelihood and/or impact of any future similar incident; and
  - v. preserving and protecting Brookfield Data (including as necessary reverting to any backup or alternative site or taking other action to recover Brookfield Data).