

HR KETE LIMITED STANDARD TERMS AND CONDITIONS

These terms and conditions ("Terms") apply to work performed for you ("you" or "the client") by HR Kete Limited, ("I" or "me") and will apply unless otherwise agreed in writing.

These Terms, alongside my Contract / Letter of Engagement, will apply to all services undertaken for you with respect to this engagement. You accept and agree to these terms by entering into the Contract / Letter of Engagement with us.

These Terms, alongside our Contract / Letter of Engagement, record our entire understanding and agreement relating to matters dealt within them. These Terms supersede all previous understandings or agreements (whether written or oral) between us. If there are any conflicts between these Terms and Contract Letter of Engagement, which are not specifically rescinded under the Contract / Letter of Engagement, these Terms will prevail.

1. PROVISION OF PROFESSIONAL SERVICES

HR Kete Limited will provide services to you as detailed in the Contract / Letter of Engagement.

I will use all reasonable commercial efforts to provide the services in an efficient and timely manner, maintaining a high standard of professional care, skill and expertise.

I will act in good faith that is in the interests of the clients' business, its employees and representatives. The client will act in good faith of the agreement and provide all necessary information and support to enable me to perform the services of this agreement.

2. CONFLICT OF INTEREST

I will inform the client in writing of any potential Conflict of Interest that may arise. This may include actual, potential or perceived conflicts to the interests of the client or the clients' employees or representatives.

I am not currently aware of any conflict of interest that could affect my ability to provide services to you.

3. PROVISION OF ACCURATE INFORMATION

The client will provide me with accurate and complete information that may be reasonably required to perform the services, including access to records, systems, premises and staff members. I may rely on the accuracy of the information you have provided (or by others on your behalf), without independent verification of accuracy. The client must notify me promptly if any information is rendered untrue, unfair or misleading.

In the provision of services to you, I may also rely on or provide you with external information / public records (e.g. government agencies or registers). This information may not always be accurate or complete.

I do not accept responsibility and will not be liable for any direct or indirect damage or loss caused by inaccuracy of information supplied by you or by others on your behalf or by errors or omissions in external information or public records. I also exclude responsibility in the event of delays in receiving information or delays in replying to my queries, as well as errors or omissions.

4. PURPOSE OF ADVICE AND DECISION MAKING

I will take all due care and exercise skill, expertise and diligence as a provider of professional consulting services, however the client remains responsible for the overall decision making and any subsequent repercussion when accepting any advice provided by me. I cannot indemnify the client against any of its obligations as an employer.

Any advice given will be based on my understanding of the situation, the client's business, the applicable legislation and standard practice as at the date of the advice and any changes in these may alter the advice that would have been provided. It is also possible that others, including lawyers, Ministry of Business, Innovation and Employment, Employee Relations Authority, Employment Courts and other associated governing bodies, could reach conclusions or provide advice that differ from those expressed in my advice.

Unless otherwise specifically stated in the Contract / Letter of Engagement, any advice, opinion or services are provided solely for your benefit should not be shared or applied to any other party without prior written approval. I accept no liability to any

third party who does obtain and rely on any advice or opinion relating to the Services.

5. CONFIDENTIALITY

I may have access to, or knowledge of, the private, confidential and commercially sensitive information of the clients' business and the clients' employees or representatives, including but not limited to, personnel details, business operations, systems or financial details necessary to undertake work on behalf of the client.

The client and its representatives may have access to, or knowledge of, private confidential and commercially sensitive information of mine, including, but not limited to, pricing or intellectual property of myself.

Both parties agree to keep all confidential information private and only use the information for the purposes in which it was made available. Both parties agree to hold such information in strict confidence, and not to disclose such information, except:

- as required by law or professional regulation;
- as is or becomes public knowledge (other than as a result of a breach)
- as authorised by myself or you in writing;
- to the extent reasonably required by these terms in the provision of services

Without limiting the effect of this clause, I may be required to disclose confidential information to partners, officers, employees or professional advisers, on a "need to know" basis, as is reasonably required for the performance of services.

Upon request, or upon termination of this agreement, both parties will return or destroy all confidential information held regarding the clients' business, its employees or representatives. The confidentiality term of this agreement remains in effect following termination.

6. INTELLECTUAL PROPERTY

The client will have access to, and utilise, the intellectual property of myself due to the provision of Services. The client understands that any intellectual property, including systems, frameworks, designs, documentation and processes designed by me remain my intellectual Property.

The client acknowledges that my Intellectual Property may be utilised in the provision of services to other clients. I may have access to, and knowledge of, the intellectual property of the clients business which remains the property of the client.

7. DATA

The clients' data and information remains the property of the client. This includes any information held or gathered by me to enable the provision of services.

8. PRIVACY ACT

Over the course of our engagement with you, I may collect and hold personal information concerning you, your clients/customers or your employees.

I will comply with the Privacy Act 1993 when collecting, holding or disclosing personal information concerning you, your shareholders, members, customers, employees and other individuals with whom you have dealings (Stakeholders). You have the right of access to and correction of, your personal information held by me.

I may also use contact details and other information to keep you informed about developments in areas relevant to the services I offer, or regarding other services I may offer. The client may request not to have personal information used for this purpose.

9. PERSONNEL

I will remain responsible for the employment of any of my own representatives, regardless of it they are permanently assigned to the client. The client holds no employer responsibility for any of my representatives. Accordingly, the client shall have no accountability or responsibility for the withholding, collection or payment of any taxes, employment costs or any other amounts that may be payable. Any representative of mine has no entitlement to any benefits or entitlements provided to the clients' direct employees.

10. NON-SOLICITATION

Both parties agree they will not recruit or attempt to recruit the employees of the respective parties business for a minimum of twelve (12) months following the termination of this agreement.

Both parties agree they will not directly or indirectly solicit, attempt to solicit, cavass or interfere with any customer or supplier that conflicts with the respective parties business for a period for a period of twelve (12) months following the termination of this agreement.

Both parties acknowledge that they may share supplier or customer relationships, during or after the term of the agreement, without notice to the respective party, provided that no conflict of interest exists, and no attempt is made to interfere with the respective parties business.

I am free to provide services to other clients. I will declare and work with the client to provide assurance should any other client be viewed as direct competition to the client.

11. HEALTH AND SAFETY

I am responsible for my own Health and Safety Management Plan and for that of my representatives or employees. The client shall have a Health and Safety Management Plan and rules in place for the purposes of providing a safe working environment for the client's own employees and myself and any of my attending representatives.

I agree to follow and abide by any Health and Safety Management Plan or rules for the clients' business and its premises.

12. INVOICES AND PAYMENT

In exchange for the provision of services, the client shall provide payment to me in accordance with the pricing proposal in the Contract of Engagement.

I will provide monthly invoices, one month in advance, to the client detailing the agreed fee plus GST. The client will pay any invoices within fourteen (14) days of date of issue

Invoices may include additional fees outside of what has been provided for in the Contract / Letter of Engagement. These fees will be limited to additional charges for services provided outside of the original scope for services. Any additional fees will be previously agreed with the client.

If your account is not paid by the due date, and there is no satisfactory explanation for non-payment, we may do any or all of the following:

- charge interest on overdue amounts at the rate of 10% per month;
- start proceedings to recover the amount owed, plus default interest and any collection costs incurred; and/or
- cease to do any further work for you and not release your papers and files until all accounts are paid.

13. TERMINATION

13.1 End of Contract

The contract remains in force for the period defined in the Contract of Engagement.

Due to the nature of services provided, at least two (2) weeks prior to the termination of this agreement, both parties should

meet to discuss the handover of any intellectual property, confidential information or data held.

13.2 Early Termination

Should either party terminate the agreement prior to the defined end date, unless terminated in accordance terms 13.3 or 13.4, a cancellation fee of not less than 25% of the value of the entire contract will be payable by the party terminating the agreement.

13.3 Breach of Agreement

Either party may terminate the agreement if the terms of the agreement are materially breached or if either party has acted negligently in their duties under this agreement.

13.4 Mutual Agreement to End

Both parties may mutually agree to end the agreement with one (1) week notice.

13.5 Force Majeure

Neither party to these terms and conditions shall be liable in any way for failure to perform, or delay in performing, its obligations under these terms and conditions if the failure or delay is due to a cause outside the reasonable control of the party that has failed to perform. In the event of any such occurrence, that party must notify the other as soon as reasonably practicable and that other party will have the option of immediately suspending or terminating the contract.

14. DISPUTES

If there is a dispute between the parties due to the terms of this agreement, or in any matter or services arising from it, the parties will act in good faith and endeavour to resolve the dispute themselves.

If the dispute cannot be resolved, the parties will explore alternative options to resolution, including mediation or arbitration. No dispute arising gives either party the right to suspend their obligations under this agreement.

15. GOVERNING LAWS

These terms and its accompanying Contract of Engagement shall be governed and construed in accordance with New Zealand law. If any provision is declared illegal or unenforceable, the provision will become void, leaving the remainder of this terms in full force and effect.

16. VARIATIONS

Any variations to the Contract of Engagement, must be in writing and agreed to by both parties.