GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions (**Terms of Business**), unless the context requires otherwise:

Agreement means the Terms of Business together with any assignment proposal or engagement letter and fee for services prepared by the Service Provider in respect of the Recruitment Services;

Annual Remuneration Package includes the total sum of the proposed base salary per annum for the Role plus any anticipated commission earnings, allowances, inducement payments and a minimum of $15,000 (minimum in accordance with company policy) when a motor vehicle is provided, as agreed in writing between the Service Provider and the Client before commencement of the assignment;

Business Day means any day other than a Saturday, a Sunday or a public holiday in Christchurch, New Zealand;

Candidate means any person located, selected and introduced by the Service Provider to the Client for any Recruitment Services;

Change of Control means, in relation to a person (the **first person**), where a person acquires Control of the first person or where a person who Controls the first person ceases to do so;

Client means the person, organisation or firm to whom the Service Provider is to provide Recruitment Services;

Confidential Information means the existence and provisions of this Agreement, all information obtained as a result of the negotiations relating to this Agreement, all information obtained as a result of entering into or performing this Agreement which relates to the subject matter of this Agreement or the other party and all information disclosed by a party under this Agreement which might reasonably be expected to be confidential in nature, including all information supplied by the Service Provider about Candidates;

Control means, in relation to a person (the **first person**), the ability of a person (the **second person**) to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting shares of a person is deemed to constitute Control;

Force Majeure Event means an extraordinary event or circumstance beyond the reasonable control of a party such as an Act of God (but excluding lack of funds);

Guarantee Period means the period, starting on the date of a Candidate's Hire, during which the Replacement Guarantee applies, being the period of three months or six months as outlined in the original assignment proposal prepared by the Service Provider;

Hire means the employment or appointment of a Candidate by the Client whether for a fixed-term or a permanent position regardless of duration, and, in applicable contexts, **Hire** is a reference to the Candidate that has been employed by the Client;

Insolvency Event means, in relation to a party, where that party ceases or threatens to cease to carry on business; is subject to any form of insolvency proceedings that are not removed with 10 Business Days; commits an act of bankruptcy or has been adjudicated bankrupt; has any of its assets seized by a creditor; enters into any compromise with a creditor; has a receiver, liquidator, administrator, statutory manager or similar official appointed; becomes insolvent or is deemed by law to be so; or suffers any analogous event;

Intellectual Property Rights means all intellectual property rights whether conferred by statute, at common law or in equity, including all copyright, rights in relation to inventions, trade secrets and know how, rights in relation to designs, rights in relation to trademarks, business names and domain names;

Introduction means an introduction or presentation by the Service Provider of a Candidate to the Client as part of the Recruitment Services including the Service Provider discussing the details of a Candidate, presenting a profile of a Candidate or the Client reviewing a file of a Candidate on the Service Provider's portal;

Recruitment Services means personnel placement services provided exclusively by the Service Provider under this Agreement in the form of recruitment of permanent staff (**Permanent Services**), contracting staff or other consulting services;

Replacement Guarantee means the guarantee set out in clause 9;

Role means a specific job or position for which the Service Provider will provide the Recruitment Services as set out in the assignment proposal or engagement letter;

Service Fee means the fees for the Recruitment Services as set out in the assignment proposal and/or engagement letter as referred to in clause 7;

Service Provider means Decipher Group Limited (**Decipher**) and any related company of Decipher (as that term is defined in the Companies Act 1993); and

Unbundled Services means the provision of selected services which as a whole would form Recruitment Services as referred to in clause 10.2. The same Terms of Business apply to any selected service or services which as a whole would form Recruitment Services except as expressly provided or amended in writing.

1.2 In these Terms of Business, unless the context requires otherwise:

(a) the headings to clauses are inserted for convenience only and shall be ignored in

interpreting this Agreement;

(b) the word including and other similar words do not imply any limitation;

(c) a person includes any company or body of persons (incorporated or not);

(d) the plural includes the singular and vice versa; and

(e) a reference to a statute includes any legislative instrument or other subordinate legislation made under it and amendments to or replacement of any of them from time to time.

2. AGREEMENT

2.1 Where there is any conflict between the Terms of Business and the assignment proposal or engagement letter, the assignment proposal or engagement letter will take precedence.

3. SERVICES

3.1 The Client appoints the Service Provider as the exclusive provider of the Recruitment Services, and the Service Provider agrees to provide the Recruitment Services in accordance with this Agreement.

3.2 In providing the Recruitment Services, the Service Provider shall:

(a) act with reasonable care, skill and diligence;

(b) comply with all reasonable timeframes, directions and other requirements of the Client in relation to the Recruitment Services;

(c) provide all personnel, processes and resources required to provide the Recruitment Services in accordance with this Agreement; and

(d) comply with all applicable laws and industry codes of practice, and obtain, maintain and comply with all applicable regulatory licences and consents.

3.3 Notwithstanding clause 3.2, the Service Provider:

(a) will act upon the express direction and scope of instructions from the Client regarding any probity and background checks in respect of any Candidate; and

(b) does not accept any liability for the accuracy or completeness of information provided by a Candidate or any third party.

3.4 Once the Client has briefed the Service Provider on a Role the parties shall agree the:

(a) Role description; and

(b) Annual Remuneration Package.

4. UNREASONABLE DELAY AND CESSATION

4.1 Upon engagement the Service Provider will provide an estimated project timeline that will outline milestones throughout the process for both parties.

4.2 Where the Client delays the process for an unreasonable period, the Client remains liable for all Service Fees invoiced or accrued (where an invoice has not been generated but work has been undertaken), any advertising costs required to attract additional Candidates and further Service Fees where the Service Provider is required to recommence the recruitment process from its initial stages.

For example: where the Client determines to revisit the organisational structure and/or role accountabilities during any stage of the assignment, which delays the recruitment process, the Client will be invoiced for that stage of the fee, in proportion to the work completed for that stage.

4.3 Where the Client determines to cease the process part way through the recruitment assignment, the client will be liable to pay the invoice for the stage of the process that is currently underway as detailed in the recruitment assignment.

For example: where the Client determines to cease the process during stage two of the assignment the Client will be invoiced for that third of the Service Fee and is liable for payment of the invoices for stage one and two of the process.

4.4 Where the Client delays the process for an unreasonable period resulting in the withdrawal of Candidate(s) from the process, the Client remains liable for all Service Fees invoiced or accrued (where an invoice has not been generated but work has been undertaken), any advertising costs required to attract additional Candidate(s) and further Service Fees where the Service Provider is required to recommence the recruitment process from its initial stages. These service fees may be in the form of a retainer based on hours worked at a rate of $400 per hour plus GST.

For example: where the Client delays interviewing the shortlisted Candidates for an unreasonable period resulting in the withdrawal of Candidate(s); the Client remains liable to pay all invoices generated for the provision of the shortlist of Candidates or fees accrued for this work and any additional fees for a new process to commence.

For example where, through no fault of the Service Provider, a placement of a shortlisted Candidate(s) is unable to be made and the process has to be initiated from stage one.

5. CHANGE OF ROLE OR SCOPE

5.1 Where during the process the Client makes a change to the requirements of the Role being recruited resulting in additional work for the Service Provider to fulfil the Client's requirements, the Service Provider may invoice the Client for the additional work outside of the scope of any earlier fees invoiced (which remain payable by the Client) at the rate of $400.00 per hour plus GST.

6. INTRODUCTION

6.1 If, within 12 months from the date of an Introduction of a Candidate to the Client by the Service Provider (**Introduced Candidate**), the Client engages or employs the Introduced Candidate, the Client will pay to the Service Provider the Service Fee for Recruitment Services for the position in respect of which the Introduced Candidate is employed or engaged.

6.2 Should the Client employ or appoint any full time or fixed term Candidates in addition to the Role as a result of the recruitment process, a fee equivalent to 16% of the Annual Remuneration Package (or equivalent Annual Remuneration Package for fixed term Candidates) agreed

with that Candidate plus GST will be payable to the Service Provider.

6.3 Clause 6 applies irrespective of:

(a) whether the Client engages or employs the Candidate outside of the Service Provider procurement process; and

(b) the position in respect of which the Candidate is engaged or employed (including temporary and contractor employment), including whether or not the position is the same as the Role for which the Introduction is made.

7. FEES

7.1 The Service Fees are the total amount payable by the Client for the provision of the Recruitment Services and the Service Provider's performance of its obligations under this Agreement, except where the Client instructs the Service Provider to provide Unbundled Services which will be charged as set out in clause 10.1.

7.2 Notwithstanding clause 7.1, the Service Fees for:

(a) Recruitment Services shall not be less than $15,000 plus GST (being the minimum fee for a full recruitment process assignment); and

(b) alternative Recruitment Services including "Light Touch" and "Attraction and Initial Assessment" will be subject to a minimum fee plus GST as set out in the assignment proposal.

7.3 GST and any other tax or levies will be added to Service Fees for services provided under this Agreement.

7.4 The Client is responsible for and will be invoiced for all expenses in connection with this Agreement including:

(a) all advertising costs as previously agreed by the Client;

(b) any additional expenses including those previously advised by the Service Provider and approved by the Client; and

(c) any additional expenses incurred during the course of an assignment, including without limitation, psychometric testing, travel, accommodation, communications and other incidental costs.

7.5 All expenses will be invoiced as they are incurred and shall be payable by the Client within 14 days from which the Service Provider's invoice was received.

8. PAYMENT

8.1 The Service Provider shall invoice the Client for the Service Fees payable in respect of any Recruitment Services provided in any calendar month.

8.2 The Client shall pay the Service Provider the amount payable in respect of each invoice issued under clause 8.1 within 14 days from which the Service Provider's invoice was received.

8.3 If the Client disputes any amount in an invoice issued under clause 8.1 the Client shall:

(a) notify the Service Provider as soon as reasonably practicable, identifying the amount in dispute and the reasons for the dispute; and

(b) pay any balance of the invoice which is not in dispute by the due date.

8.4 The Client shall pay the Service Fees and any other monies owing to the Service Provider free of any counterclaim, set-off, deduction or other claim whatsoever.

8.5 If the Client defaults on payment of any amount under this Agreement by the due date and such amount remains outstanding for 30 days, the Client shall, on demand, pay the Service Provider interest on that amount at the Service Provider's bank's base lending rate (as at the date of default) plus 5% per annum calculated and accrued daily from (and including) the due date until (but excluding) the date of full payment.

8.6 The Client shall indemnify the Service Provider against all actions, costs (including all legal costs), damages or losses incurred by or on behalf of the Service Provider resulting from the Service Provider’s enforcement, defence or exercise of any or all of its rights under this Agreement.

9. REPLACEMENT GUARANTEE

9.1 Subject to this clause 9, if the successful permanent Hire ceases employment with the Client during the Guarantee Period, the Service Provider will endeavour to procure a suitable replacement Candidate for the Client to Hire for the Role without charging the Client for additional placement fees (excluding any additional costs and out of pocket expenses such as advertising).

9.2 The Replacement Guarantee applies during the Guarantee Period to permanent Hires only where:

(a) all money owing under this Agreement (including Services Fees, charges and expenses in respect of the placement of the Hire and all other Candidates) has been paid; and

(b) the original job description and assignment specification of the Role does not alter.

9.3 The Replacement Guarantee:

(a) does not apply if the Hire is employed on a fixed-term contract;

(b) does not apply if the Hire is engaged by the Client in a temporary capacity through the Service Provider immediately prior to acceptance of a permanent position;

(c) does not apply if the Hire ceases employment for reasons beyond the Service Provider's control including but not limited to:

(i) acceptance by the Candidate of employment with a different employer where no notification of any performance, fit or behavioural issues have been raised with the Service Provider;

(ii) the Hire's redundancy;

(iii) the Client ceasing to operate;

(iv) sale of the Client's business;

(v) restructuring of the Client;

(vi) economic circumstances;

(vii) an Insolvency Event of the Client;

(viii) change of the Client's management; or

(ix) change in the Hire's Role description;

(d) relates specifically to the Role held with the Client by the Hire who ceased to be employed by the Client under clause 9.1;

(e) does not apply to replacement Candidate(s)/ Hire(s); and

(f) is not transferable to other placements or Recruitment services.

9.4 The Client is not entitled to any credit or refund for Replacement Guarantee(s) that the Client does not wish to pursue or which are undertaken by the Service Provider but not completed by the Client.

9.5 If, within three calendar months of the termination of employment of a Hire placed by the Service Provider, the Client re-employs the Candidate, the Client will no longer be entitled to the Replacement Guarantee.

9.6 The Client acknowledges that third parties may disclose personal information to the Service Provider in connection with the Client's request for credit in accordance with this clause 9.

10. UNBUNDLED SERVICES

10.1 The Service Provider provides selected services which as a whole form Recruitment Services. Should the Client require the Service Provider to perform one or more of these Unbundled Services, the fees will be determined by Agreement and will be subject to the scope of the particular service.

10.2 Unbundled Services include, but are not limited to the following:

(a) **Position description**: In consultation with the Client, preparing a position description to take into account technical and non-technical competencies.

(b) **Candidate engagement and screening**: Partnering with the Client on a list of prospective Candidates, from the initial Candidate engagement through to placement.

(c) **Advertising response management**: Preparing advertising, managing advertising responses (including an initial telephone screen of Candidates) and providing CVs of Candidates to Client.

(d) **Short list of Candidates**: Preparing advertising, screening, and interviewing Candidates, preparing full report on suitable Candidates, and producing short list to Client.

(e) **Preparing interview questions**: In consultation with the Client, preparing targeted interview questions to enable objective review of shortlisted Candidates against competencies (technical and non- technical) at interview.

(f) **Interviews**: Attendance at Client interview with Candidates to facilitate interview process.

(g) **Reference checks**: In consultation with the Client, preparing probing reference checking questions and undertaking reference checks for specified Candidates.

11. SERVICES SUPPLIED IN TRADE

11.1 Where the Recruitment Services would otherwise be subject to the provisions of the Consumer Guarantees Act 1993 (**CGA**) and the provisions of the Fair Trading Act 1986 (**FTA**), it is acknowledged and agreed that the Recruitment Services supplied by the Service Provider to the Client is supplied and acquired in trade in terms of Sections 2 and 43 of the CGA and Sections 2 and 5D of the FTA and that, accordingly, the provisions of the CGA and Sections 9, 12A and 13 of the FTA do not apply to the Recruitment Services. It is acknowledged and agreed that:

(a) each of the Client and the Service Provider is "in trade" for the purposes of the CGA and the FTA; and

(b) it is fair and reasonable for each of the Client and the Service Provider to contract out of the CGA and sections 9, 12A and 13 of the FTA.

11.2 Notwithstanding clause 11.1, if the Client is a consumer for the purposes of the CGA, then the Service Provider's liability to the Client in connection with or arising from the supply of the Recruitment Services will be strictly limited to and will not exceed that determined by reference to the provisions of the CGA. Where the Recruitment Services are acquired by the Client as a "consumer", as that term is defined in Section 2 of the CGA, and the Client is not in trade, nothing in this Agreement will exclude or limit the Client's rights or remedies under the CGA or the FTA.

12. REFERENCES

12.1 Unless agreed otherwise, the Service Provider may refer to having performed the Recruitment Services for the Client in the curriculum vitaes of its consultants and in marketing material or proposals provided to third parties.

13. RESTRICTIONS

13.1 Unless the Service Provider has agreed in writing:

(a) no advice or information provided to the Client is to be made available, directly or indirectly, to be used or relied upon by any third party;

(b) the Service Provider will have no liability to any third party who receives the Service Provider's advice or information in breach of this clause 13.1; and

(c) the Client indemnifies the Service Provider against any third-party claim arising from disclosure of any such advice or information in breach of this clause 13.1.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights of a party or any of its licensors that are not developed, commissioned or created under or in connection with this Agreement, but are used

for the purposes of this Agreement, will remain owned by that party or the relevant licensor.

14.2 All new Intellectual Property Rights that are developed, commissioned or created under or in connection with this Agreement by the Service Provider will be owned by the Service Provider as such rights arise. To the extent such rights vest in the Client from time to time, the Client shall, upon request of the Service Provider, promptly assign such rights to the Service Provider or its nominee for nominal consideration.

14.3 The Client grants, or shall procure the grant to the Service Provider of, a royalty free, non-exclusive, perpetual, transferable and irrevocable licence or sublicence to use, copy and modify such of the Client's Intellectual Property Rights for the purpose of the Service Provider providing the Recruitment Services under this Agreement.

14.4 The parties warrant, undertake and represent to the other party that neither the supply, receipt or use of the Recruitment Services, nor the other party's possession or use as contemplated by this Agreement of any information or materials supplied under this Agreement by the first party, will infringe the Intellectual Property Rights of any third party.

15. LIABILITY

15.1 Subject to clause 9, a party's total aggregate liability in respect of all claims, losses or damages, whether arising in contract, tort (including negligence) or otherwise, under or in connection with this Agreement, shall not exceed the Service Fees paid by the Client.

15.2 To the fullest extent permitted by law, the Service Provider:

(a) makes no warranties, express or implied, in respect of the provision of Recruitment Services or Unbundled Services or in respect of the Candidate themselves; and

(b) shall not be liable to the Client or any third party for any direct or indirect, consequential or special loss or damage, whether arising in contract, tort (including negligence) or otherwise, under or in connection with this Agreement or arising from the actions or omissions of the Candidate themselves.

16. INDEMNITY

16.1 If the Service Provider receives notice of any claim (including actual or threatened litigation of whatever form) in relation to the Recruitment Services:

(a) the Service Provider will notify the Client;

(b) the Client agrees, to the extent permitted by law, to indemnify the Service Provider, its Partners and employees in all respects including:

(i) any costs, losses, damages or liability arising out of the Recruitment Services; and

(ii) all reasonable costs and expenses (including legal costs) required to defend the claim;

to the extent that such costs, losses, damages or claims arise out of:

(iii) any breach by the Client of its obligations under this Agreement; or

(iv) any negligence on the part of the Client, its employees, servants, agents or subcontractors;

(c) the Service Provider will use its best endeavours to agree the quantum of any such costs recognising the need to respond to litigation on a prompt and reasonable basis; and

(d) subject to clause 16.1 (b) above, the Client agrees to meet the Service Provider's costs for reasonable time incurred by its Partners and consultants and any other reasonable costs and expenses in relation to any inquiry or proceeding initiated by any third party.

17. CONFIDENTIALITY

17.1 Except as permitted by clause 17.3, neither party will:

(a) disclose or make available any of the other party's Confidential Information to any person; or

(b) use any of the other party's Confidential Information for any purpose,

other than to the extent necessary to perform its obligations and exercise its rights under this Agreement.

17.2 Each party agrees that it must:

(a) securely store all the other party's Confidential Information in its possession, custody or control so that such information is protected from unauthorised access, misuse, theft, damage or destruction; and

(b) promptly notify the other party of any unauthorised disclosure, misuse, theft or other loss of any of the other party's Confidential Information.

17.3 Notwithstanding clause 17.1, a party (**Recipient**) may disclose the other party's (**Discloser**) Confidential Information to its staff on a need-to-know basis, with the Discloser's prior written consent, or if and to the extent disclosure is required by law (provided that the Recipient which intends to make a disclosure required by law gives the Discloser notice of the requirement as soon as practicable before such disclosure is made, unless prohibited by law from doing so).

17.4 Each Recipient must take all reasonable steps to ensure that each of its officers, employees and staff to whom the Discloser's Confidential Information is disclosed under this Agreement are made aware of its obligations under this clause 16 and that they comply with similar obligations of confidence. If any of these other persons breach any of their confidentiality obligations, the Recipient shall be in breach of this Agreement and, without prejudice to the Discloser's rights and remedies, must use its best endeavours to ensure that these obligations are enforced.

17.5 Each Recipient must ensure that any copies, reproductions or reductions to writing of the Discloser's Confidential

Information that are made by or on behalf of the Recipient are recognised as being the property of the Discloser and are returned to the Discloser or destroyed on expiry or termination of this Agreement, at the Discloser's request.

18. PERSONAL INFORMATION

18.1 The Service Provider confirms that it will comply with its obligations under the Privacy Act 2020 in connection with this Agreement including:

(a) ensuring that any personal information the Service Provider collects and holds in connection is protected by reasonable security safeguards against loss or unauthorised access, use, modification or disclosure; and

(b) notifying the Privacy Commissioner as soon as practicable after becoming aware that a notifiable privacy breach has occurred, and notifying affected individuals as soon practicable after becoming aware that a notifiable privacy breach has occurred (unless an exception specified in the Privacy Act 2020 applies).

18.2 The Service Provider will ensure that its employees, agents, permitted contractors, successors, and permitted assignees:

(a) are aware of the obligations to protect personal information collected in connection with this Agreement

(b) do not use or disclose any of the personal information collected in connection with Agreement except as allowed by this Agreement.

19. TERMINATION

19.1 Either party may terminate this Agreement immediately by notice to the other party if:

(a) the other party commits a material or persistent breach of this Agreement and fails to remedy that breach within 10 Business Days after receipt of notice by that party requiring the breach to be remedied; or

(b) the other party is subject to an Insolvency Event.

19.2 On and following termination or expiry of this Agreement for any reason:

(a) The termination or expiry shall be without prejudice to either party's accrued rights and remedies.

(b) The parties shall immediately cease using the other party's Intellectual Property Rights and shall promptly return or (to the extent required by the other party) destroy all the other party's property and Confidential Information in the other party's possession or control, and certify that it has done so.

(c) All outstanding Service Fees and expenses payable by the Client will become due and payable as at the date of termination irrespective of whether the Client has made any Hires.

20. FORCE MAJEURE

20.1 A party shall not be liable for any breach of this Agreement to the extent such breach is due to a Force Majeure Event, provided that it keeps the other party fully informed of the situation, uses reasonable endeavours to mitigate the effect of the Force Majeure Event and resumes full performance as soon as reasonably practicable.

21. DISPUTE RESOLUTION

21.1 If there is a dispute between the parties in relation to this Agreement, either party may give the other party notice of the dispute.

21.2 Within 10 Business Days of receipt of the notice of dispute, senior managers of the parties shall meet to endeavour to resolve the dispute.

21.3 If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be in Auckland, New Zealand and be conducted under the Resolution Institute (or any successor of Resolution Institute) standard mediation agreement. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator shall be appointed or the fees set by the chair of the Resolution Institute (or his/her nominee) at the request of either party.

21.4 While any dispute remains unresolved each party shall continue to perform this Agreement to the extent practicable, but without prejudice to their respective rights and remedies.

21.5 Nothing in this clause 21 will preclude a party from seeking urgent interlocutory relief before a court.

22. NOTICES

22.1 Each notice under this Agreement shall be in writing and delivered personally or sent by post or email to the relevant party's address. A notice is deemed to be received:

(a) if delivered personally, when delivered;

(b) if posted, three Business Days after posting; or

(c) if sent by email, when actually received,

provided that any notice deemed received after 5 pm on a Business Day or on a non-Business Day shall be deemed to have been received on the next Business Day.

23. GENERAL

23.1 No amendment to the Agreement will be effective unless it is in writing and signed by the parties.

23.2 Neither party may assign, subcontract or transfer any part of this Agreement without the other party's written consent (such consent not to be unreasonably withheld or delayed). Change of Control of a party is deemed to be an assignment.

23.3 This Agreement is the entire agreement of the parties and supersedes all prior agreements and representations given or made between the parties relating to the matters dealt with in this Agreement. This Agreement applies to all personnel Recruitment Services to be provided by the Service Provider to the Client.

23.4 All implied terms, conditions, or warranties are excluded from this Agreement to the fullest extent permitted by law.

23.5 Each party shall, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this Agreement.

23.6 The parties are independent contractors, and this Agreement does not create any partnership, agency or employment relationship between them.

23.7 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by this Agreement or law.

23.8 If any provision of this Agreement is illegal, invalid or unenforceable, that provision shall be read down to the extent necessary to make it legal, valid and enforceable.

23.9 Following termination or expiry of this Agreement clauses 8.5, 8.6, 9, 14.4, 15, 16, 19.2, and 23.11, together with other provisions that are by their nature intended to survive, will remain in effect.

23.10 A waiver of a right under this Agreement is ineffective unless it is in writing.

This Agreement is governed by New Zealand law and, subject to clause 21, the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.