

CUSTOMER GENERAL TERMS

1. STATEMENTS OF WORK AND QUOTES

- 1.1 The parties may enter one or more Statements of Work or Quotes from time to time.
- 1.2 A Quote means any written pricing, proposal, estimate, or scope document issued by Entelar Group for Services.
- 1.3 A Quote may be accepted by the Customer by:
- Signing the Quote or Statement of Work;
 - Issuing a purchase order referring the Quote; or
 - instructing Entelar Group to proceed with the Services.
- 1.4 Upon acceptance, a Quote will be deemed to form:
- A Statement of Work; or
 - Part of a Statement of Work,
- and will become part of this Agreement and subject to these General Terms.
- 1.5 To the extent that there is any inconsistency or ambiguity between the terms of a SOW and these General Terms, terms of the SOW will take precedence in relation to such inconsistency or ambiguity.

2. DEFINED TERMS

- 2.1 **Agreement** means the General Terms together with all Statements of Work.
- 2.2 **Assets** means equipment, inventory and other tangible physical property provided by Customer to Entelar Group in order for Entelar Group to provide Services.
- 2.3 **Business Day** means a day that is not a Saturday, Sunday, bank holiday or public holiday in Auckland, New Zealand.
- 2.4 **Commencement Date** means the date the parties have executed this Agreement.
- 2.5 **Confidential Information** means information received by a party relating to the other party or its Related Companies in connection with this Agreement that:
- is marked or indicated at the time of disclosure as being confidential; or
 - that a party knows or ought reasonably to know the disclosing party regards as information of a confidential or proprietary nature.
- 2.6 **Charges** means the charges specified in the Statement of Work, or if no charges are specified, Entelar Group's standard charges.
- 2.7 **Disbursements** means any amount paid to a vendor of goods, or a logistics provider, or any other third party where Entelar Group arranges a purchase on behalf of Customer, as opposed to supplying a service (either itself or through its subcontractors).
- 2.8 **End Date** means the date specified in a Notice in writing of Termination under Clause 12.5 of this Statement of Work.
- 2.9 **Force Majeure Event** means an event that is beyond the reasonable control of a party, excluding:
- an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
 - a lack of funds for any reason or any other inability to pay.

2.10 **General Terms** means clauses 1-21 of this Master Services Agreement, excluding each Statement of Work.

2.11 **Insolvency Event** means:

- a receiver, liquidator, administrator, statutory manager or other similar official is appointed in respect of any of a party's property;
- a party is, or is presumed to be, unable to pay its debts as they fall due, in terms of section 287 of the Companies Act 1993 (whether or not incorporated under that Act);
- a party makes a composition with its creditors;
- any resolution is passed or any proceeding is commenced for the liquidation of a party (whether voluntary or involuntary), other than a solvent reconstruction or amalgamation; or
- any event which is analogous to those listed occurs.

2.12 **Intellectual Property Rights** means all intellectual property rights and interests, whether registered or unregistered, and whether conferred by statute, at common law or in equity, and all rights or forms of protection having equivalent or similar effect in any jurisdiction, whether those rights currently exist or arise in the future, including copyright and all rights relating to inventions (including patents), trademarks and designs, data and databases, confidential information, and know-how.

2.13 **Laws** includes any applicable statute, regulation, subordinate legislation, common law, or rule of equity.

2.14 **Loss** includes any loss, damage, liability, fine, cost, or expense.

2.15 **Notifiable Privacy Breach** has the meaning given to that term in the Privacy Act 2020.

2.16 **Personal Information** has the meaning given to that term in the Privacy Act 2020.

2.17 **Related Company** has the meaning given in the Companies Act 1993 read as if the expression includes any body corporate and any company incorporated under the Law of any jurisdiction.

2.18 **Regulatory Event** means a legislative or regulatory change or direction that has one or more of the following effects:

- altering the terms of this Agreement or making its operation impracticable;
- Hardware materially altering the burden of Entelar Group providing Services under this Agreement;
- making Entelar Group incapable of performing this Agreement; or
- causing Entelar Group, voluntarily or otherwise, to materially alter its operations or structure.

2.19 **Services** means the services described in a Statement of Work.

2.20 **Statement of Work or SOW** means a Statement of Work that is subject to these General Terms and is generally in the format set out in Annex A.

2.21 **Start Date** means the date specified in a Statement of Work.

2.22 **Term** means the period specified in a Statement of Work.

3. INTERPRETATION

3.1 In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) unless otherwise stated, all references to dollars, value and price are to the New Zealand currency and exclude goods and services tax;
- (d) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time;
- (e) the rule of construction known as the contra proferentem rule does not apply to this Agreement; and
- (f) the use of the words "includes" or "including" is not to be taken as implying any form of limitation.

4. TERM

4.1 This Agreement commences on the earlier of the:

- (a) date it is signed; or
- (b) Start Date of the first Statement of Work.

4.2 Subject to clause 4.3, this Agreement continues until the later of:

- (a) the expiry or termination of all Statements of Work; and
- (b) a period of 2 years after the date this Agreement is signed.

4.3 On its scheduled expiry, this Agreement will automatically renew for a further 12 months, unless either party has given at least 90 days' Notice in writing before then that it wishes the agreement to expire.

4.4 Statements of Work that state they are for project services are effective from the Start Date and continue until completion of the Services. All other Statements of Work are effective from the Start Date and subject to 4.5 below, continue for the Term.

4.5 Except where either party has given Notice in writing to the other at least 90 days prior to its scheduled expiry, on each scheduled expiry of a Statement of Work, the Statement of Work will automatically renew for a further period of 12 months.

5. SERVICE OBLIGATIONS

5.1 Entelar Group will provide the Services in accordance with this Agreement.

5.2 When providing the Services, Entelar Group will:

- (a) materially comply with the descriptions of the Services specified in the Statement of Work;
- (b) perform with reasonable skill, care, and diligence;
- (c) use reasonable endeavours to adhere materially to the timeframes specified in the Statement of Work, or, if no timeframe is set out, perform the Services within a reasonable time;
- (d) ensure Entelar Group's personnel are suitably qualified, trained, and experienced to perform their roles;
- (e) not take any action that it knows or ought to know will infringe any Intellectual Property Rights of third parties;
- (f) comply with New Zealand Laws applicable to its business as a provider of logistics services; and
- (g) not act fraudulently or maliciously.

5.3 If in connection with the Services the Customer has access to any Entelar Group premises, the Customer must:

- (a) only enter the premises when accompanied and supervised by Entelar Group personnel;
- (b) exercise a high degree of care at all times;
- (c) not attempt to enter any areas for which the Customer is not expressly authorised;
- (d) not attempt to touch, access, operate, or interfere with any equipment of Entelar Group or any third party that may be located in those premises; and
- (e) not cause any damage to equipment of Entelar Group or any third party, and must pay the cost of any damage caused.

6. RELATIONSHIP TO GOODS

6.1 This Agreement is separate from any other agreement between the parties. In particular, this Agreement does not cover the sale of goods by Entelar Group to the Customer (where applicable). If Customer has bought or buys any goods from Entelar Group (for example, where Entelar Group is a distributor or reseller of equipment), that sale is transacted under a separate agreement (even if the goods Customer purchases from Entelar Group are subject to Services under this Agreement).

6.2 To the extent that, as part of the Services, Customer requires Entelar Group to procure any goods, Customer appoints Entelar Group and Entelar Group shall do so on behalf of Customer as its agent (whether the vendor of the goods is Entelar Group under a separate agreement or a third party). Where Entelar Group procures any goods on behalf of Customer as part of the Services, Customer will be solely responsible for making payment directly to the vendor from whom the goods are procured. However, if Entelar Group does pay any invoice of the vendor on Customer's behalf, Customer shall reimburse Entelar Group promptly on demand.

6.3 Subject to clause 6.4, all Assets of Customer that are the subject of the Services (whether or not Customer actually has title) shall be considered the property of Customer. Customer is responsible for insuring its Assets against loss or damage whilst in the possession or under the control of Entelar Group (including its subcontractors or suppliers).

6.4 However, nothing in this Agreement prevents Entelar Group from not releasing or repossessing any goods where it is entitled to do so under any separate agreement for the sale of goods.

6A. SALE AND RESALE OF PRODUCTS

Where expressly stated in a SOW, Entelar Group may sell or resell hardware, equipment, software, licences, or other products ("Product") to the Customer as principal.

6A.1 Any such sale or resale of Products will be subject to:

- (a) the applicable SOW or quotation issued by Entelar Group, which may specify pricing, delivery, and commercial terms;
- (b) any product-specific terms agreed in writing between the parties; and
- (c) any applicable third-party manufacturer, distributor, licensor, or supplier terms relating to the Products, including warranty, licensing, and usage terms, which are incorporated by reference and passed through to the Customer. In the event of any inconsistency, the third-party terms will prevail to the extent they relate to the Products.

6A.2 Orders for Products are subject to availability, and may be subject to minimum order requirements, lead times, and supplier allocation or discontinuation without notice.

Unless otherwise stated, all Products are non-cancellable and non-refundable once ordered, except as required under applicable law or where defective under the relevant manufacturer or supplier warranty process.

6A.3 Title to Products will pass to the Customer upon full payment being received by Entelar Group. Risk in the Products will pass upon delivery to the Customer, unless otherwise specified in the applicable SOW or quotation.

6A.4 To the maximum extent permitted by law, Entelar Group does not manufacture the Products and provides no warranties, guarantees, or representations in relation to the Products other than those provided by the applicable manufacturer, distributor, licensor, or supplier and capable of being passed through to the Customer.

6A.5 All returns, repairs, replacements, warranty claims, and technical support for Products are strictly subject to the applicable manufacturer's or supplier's processes and terms.

6A.6 Nothing in this clause limits any rights that cannot be excluded by law, and the limitation of liability provisions in this Agreement apply to all Products supplied under this clause.

6A.7 The Customer acknowledges that it is acquiring the Products in trade and agrees that the Consumer Guarantees Act 1993 does not apply to any sale or resale of Products under this Agreement

7. CUSTOMER DEPENDENCIES

7.1 Customer is responsible for providing all information, instructions, or materials, or completing any action or other Customer dependency, as specified in the Statement of Work. Entelar Group may require Customer to use the "self-help portal" provided by Entelar Group to manage any Customer communications.

7.2 Where Customer fails to provide or complete any Customer dependency within the necessary time, Entelar Group will not be liable for any delay or failure to progress or complete the Services or for any breach that is caused by the failure of Customer to provide or complete such Customer dependency.

8. ASSUMPTIONS AND CHANGES

8.1 Where any assumptions specified in the Statement of Work are not realised, or Customer requests changes, Entelar Group may make reasonable adjustments to the nature of the Services (including any service levels or required timeframes) and the Charges as are necessary to accommodate the relevant differences. Where practicable, Entelar Group will advise Customer in advance of the adjustments it will make pursuant to this clause.

9. HANDLING OF ASSETS

9.1 Where the Services include Entelar Group providing logistics or warehousing services in respect of Assets:

- (a) Entelar Group will take steps consistent with Good Industry Practice to protect and secure those Assets while in Entelar Group's possession; and
- (b) Customer agrees to provide an ullage allowance of 0.5% of throughput per annum in respect of net (losses and gains) Asset loss, damage and breakage.

9.2 Despite any other clause of this Agreement, Entelar Group is not liable for any loss or damage to Assets caused:

- (a) whilst the Assets are not in Entelar Group's possession or control;
- (b) by the acts, omissions, negligence, breach or default of the Customer or its agents;
- (c) as a result of Entelar Group acting on instructions from the Customer provided Entelar Group has accurately followed those instructions in accordance with good industry practice;
- (d) as a result of any manufacturing faults or defects in the Assets, including any inherent defect, quality or vice of the Assets;
- (e) as a result of the Assets being delivered to the Supplier in a damaged condition;
- (f) by a Force Majeure Event.

10. GOVERNANCE

10.1 Entelar Group shall meet with Customer (whether in person or via teleconference) to discuss the Services as is reasonably requested by Customer from time to time.

11. CHARGES AND PAYMENT

11.1 Customer will pay Entelar Group the Charges for the Services.

11.2 Unless stated otherwise in writing, all fees, costs and prices under this Agreement are stated before the addition of any goods and services tax (**GST**), which shall be paid by Customer along with the Charges.

11.3 Unless agreed otherwise in a Statement of Work, Entelar Group will invoice the Charges monthly in arrears. However, where Entelar Group considers that Customer's credit worthiness has deteriorated, it may require that the Charges or an estimate of the Charges (as relevant) is paid in advance of the Services being rendered.

11.4 Where requested by the Customer in advance, Entelar Group will itemise the Charges.

11.5 Customer will make payment into the bank account specified in writing by Entelar Group to Customer from time to time.

11.6 Unless agreed otherwise in the Statement of Work, Customer will pay Entelar Group's invoices by the 20th of the month following the month of Customer receiving Entelar Group's valid invoice.

11.7 In addition to any changes under clause 21.8, Entelar Group may adjust the Charges annually as follows to account for CPI and labour cost changes:

- (a) for labour rates, Entelar Group may increase the Charges by a percentage amount equal to the percentage increase in the Labour Cost Index (Salary and Wage Rates) published by Statistics New Zealand (or any replacement index) over the preceding 12 month period;
- (b) for non-labour rates, Entelar Group may increase the Charges by a percentage amount equal to the percentage increase in the Consumer Prices Index (CPI) published by Statistics New Zealand (or any replacement index) over the preceding 12 month period;
- (c) Entelar Group will notify Customer of all adjustments to the Charges; and
- (d) such adjustments will be effective from date specified in Entelar Group's written notice (or, if no date is specified, on the anniversary of the date of this Agreement).

12. TERMINATION

12.1 A party may terminate a Statement of Work immediately on written notice to the other if:

- (a) the other party is in material breach of the Statement of Work (including any of the General Terms that apply to that Statement of Work), the breach is capable of remedy and, within 30 days of receiving written notice of the default, the other party has not remedied the default; or
- (b) the other party is in material breach of a Statement of Work (including any of the General Terms that apply to that Statement of Work) and the breach is not capable of remedy; or
- (c) the other party experiences an Insolvency Event.

12.2 Entelar Group may stop providing all or part of any Services to Customer if:

- (a) a Regulatory Event occurs;
- (b) the Services are no longer viable for Entelar Group to provide for any reasonable reason, Entelar Group are withdrawing them generally, or Entelar Group are making available replacements;
- (c) any of the Assets, Entelar Group's equipment or software or any input to provide the Services becomes obsolete, beyond the period of its economic use, or stops being supported; or
- (d) a third party manufacturer or supplier of an input to the Services stops supplying that input to Entelar Group and it does not source a suitable and comparable replacement despite our reasonable efforts.

Entelar Group will use reasonable endeavours to give Customer at least 30 days' notice in writing, if any of the events above occur, and will try to supply Customer with an alternative Service that we think is comparable.

12.3 On termination, each party will return or destroy at the others' request, any property or Confidential Information in its possession or control that is the property or information of the other party, except that each party may retain such Confidential Information as is reasonably necessary for its own records.

12.4 Except as otherwise provided in this Agreement:

- (a) expiry or termination of this Agreement will not affect any accrued rights and obligations under this Agreement as at the date of expiry or termination; and
- (b) expiry or termination will not affect the continuing rights and obligations of the parties under clauses 13, 14, 16, 18, 18.1, 20, 21 or any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of termination.

12.5 Either party (Entelar Group or the Customer) may terminate this Statement of Work, in whole or in part, by providing a written Notice (which must specify an End Date):

- (a) the Customer may terminate with ninety (90) days' written notice, or
- (b) Entelar Group may terminate with ninety (90) days' written notice.

12.6 If the Customer terminates this Statement of Work, in whole or in part, the Customer shall pay Entelar Group for:

- (a) all Services performed and Deliverables provided up to the effective date of termination, including any costs and

expenses reasonably and properly incurred by Entelar group in performing the Services; and

- (b) any reasonable costs and expenses incurred by Entelar Group as a direct result of the termination, including costs associated with the transfer or disengagement of the Services to the Customer or a third party, provided that Entelar Group provides the Customer with reasonable evidence of such costs, including but not limited to time records and third-party invoices.

Such amounts shall be invoiced by Entelar Group and payable by the Customer by the 20th of the following month.

13. DATA AND DISENGAGEMENT

13.1 Entelar Group acknowledges that all data collected and stored about Customer's Assets is done on behalf of Customer.

13.2 Copies of all such records shall be provided or made available to Customer on request and on the completion or termination of the Services (where relevant to the Services). Entelar Group may elect to make such data available for Customer to view and download from a Customer "self-help portal" provided by Entelar Group once it is available. Entelar Group may delete such records or make them unavailable 30 days following the date of completion or termination of the Services.

13.3 Upon the completion or termination of the Services, on request and subject to the Charges, Entelar Group will provide reasonable assistance regarding the transfer of responsibility for provision of the Services (or part of them) from Entelar Group to Customer (or a third party designated by Customer). Nothing in this clause requires Entelar Group to disclose any processes, procedures, know-how or proprietary or confidential information associated with the performance of the Services.

14. INTELLECTUAL PROPERTY

14.1 Customer acknowledges that Entelar Group's processes, procedures, knowhow and Intellectual Property Rights utilised to provide the Services belong to and shall remain with Entelar Group and that Customer obtains no right to those aspects of the Services. However, Entelar Group acknowledges Customer's right to its Asset data under clause 13. Entelar Group warrants that its Services, and the use by Customer of the Services, does not infringe the Intellectual Property Rights of any person. Entelar Group shall indemnify Customer from and against any Loss (including the legal costs involved in defending or settling any action or demand) which may be suffered by or brought against Customer from a claim arising out of any breach of the warranties in this clause.

14.2 Customer warrants that it shall take responsibility for any instructions it makes or Assets provided to Entelar Group. Customer warrants that such instructions and Entelar Group's dealing with Assets as anticipated by the Agreement do not infringe the Intellectual Property Rights of any person. Customer shall indemnify Entelar Group from and against any Loss (including the legal costs involved in defending or settling any action or demand) which may be suffered by or brought against Entelar Group arising out of any breach of the warranties in this clause.

15. FORCE MAJEURE

15.1 Where a party (**Affected Party**) is:

- (a) unable to carry out any of its obligations in accordance with this Agreement by reason of a Force Majeure Event, and;
- (b) the Affected Party uses reasonable endeavours to:

- (i) mitigate the effects of the Force Majeure Event on the Affected Party's obligations under this Agreement; and
- (ii) perform the Affected Party's obligations under this Agreement despite the Force Majeure Event,

that obligation is suspended for so long as, and to the extent that, the Affected Party is affected by the Force Majeure Event.

15.2 If a Force Majeure Event continues for more than 30 continuous days, the non-Affected Party may terminate the Services subject to the Force Majeure Event, with immediate effect upon giving written notice to the other party.

16. LIABILITY

16.1 Notwithstanding anything in the remainder of this clause 16 the exclusions and limitations in clause 16.6 will not apply to:

- (a) the extent that the Loss is caused by the breaching party's fraud or wilful breach of this Agreement; and
- (b) either party's liability under clauses 14 (Intellectual Property), or 16.8 (damage to tangible property).

Nor do the exclusions and limitations in this clause 16 apply to any liability which cannot lawfully be limited or excluded by Law.

16.2 The exclusions and limitations made in this clause 16 apply to any liability under the law of contract, tort (including negligence), equity, an indemnity, breach of a statutory duty, strict liability or otherwise arising out of or in connection with the Agreement, in each case even if a party has been informed of the possibility of that liability or not. References in this clause 16 to a party include a party's affiliates, officers, directors, employees, agents, subcontractors and suppliers.

16.3 Notwithstanding any other provision of this Agreement, Entelar Group will not have breached this Agreement and will not be liable under or in connection with this Agreement to the extent that:

- (a) Entelar Group has followed Customer's instructions issued from time to time; or
- (b) Customer has acted or omitted to act which causes Entelar Group to breach this Agreement.

16.4 Entelar Group will not be responsible for any loss or damage to any Customer Asset, unless caused by Entelar Group's wilful misconduct. Customer acknowledges that it shall have insurance in place (or shall self-insure) to cover any repair or replacement costs.

16.5 Where Entelar Group delivers Assets to an incorrect address, Entelar Group will be responsible, at Entelar Group's cost, for uplifting the Assets and delivering them to the correct address.

16.6 Despite any other provision of this Agreement, where Entelar Group is liable to the Customer under or in connection with this Agreement, its maximum total liability is limited to the lesser of:

- (a) 100% of the value of the Assets affected in the case of any loss of or damage to Assets; or
- (b) for all liability arising in any calendar year in aggregate, 100% of the Charges for Services paid or payable in respect of that calendar year (less any Disbursements).

16.7 Neither party will not be liable for:

- (a) any special, indirect or consequential loss;
- (b) any loss of profit, revenue, or anticipated savings;

- (c) any loss of business, contracts, opportunity, good will or reputation;
- (d) any fines, penalties or interest; and
- (e) the Loss of any third party.

16.8 Customer will indemnify Entelar Group for any Loss (i) claimed against Entelar Group by any direct or indirect customer or end user of Customer; and/or (ii) claimed against Entelar Group for damage to tangible property, to the extent caused by Customer.

16.9 All express or implied warranties, representations, statements, terms and conditions relating to the Services or the Agreement not contained in the Agreement are excluded. For the avoidance of doubt, this clause excludes any liability Entelar Group may have under sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986, and the Consumer Guarantees Act 1993. Customer confirms that it is acquiring all the Services in trade as defined in the Consumer Guarantees Act 1993.

16.10 Each party will take reasonable steps to mitigate any Loss it may suffer under this Agreement.

17. INSURANCE

17.1 Customer will hold appropriate levels of insurance to cover any Assets provided to Entelar Group in respect of the Services and provide a copy of its certificate of insurance to Entelar Group on request.

18. CONFIDENTIALITY

18.1 Each party must each keep confidential all Confidential Information it receives from the other party, except to the extent that:

- (a) the recipient needs to disclose the Confidential Information to its professional advisors, provided that the recipient's professional advisors are contractually required themselves to keep the Confidential Information confidential;
- (b) Entelar Group needs to disclose the Confidential Information to its related companies;
- (c) disclosure is required by law or a Stock Exchange requirement, in which case, the recipient of the Confidential Information must promptly, where possible and permitted law, notify the discloser and only disclose the portion of Confidential Information necessary to satisfy the requirement; or
- (d) the recipient needs to disclose the Confidential Information to its personnel to perform its obligations under this Agreement.

18.2 Without limiting clause 18.1, each party must take reasonable steps to protect the confidentiality of the other party's Confidential Information.

18.3 Subject to clause 18.4, following expiration or termination of a Statement of Work, or upon request, each party will return or destroy the other party's Confidential Information relating to that Statement of Work within a reasonable period.

18.4 Despite clause 18.3, each party may retain copies of Confidential Information for its record keeping purposes, for any purposes relating to the performance or enforcement of this Agreement or that party's rights under it, as required by law, or that also relate to other continuing Statements of Work, provided that clause 18.1 will continue to apply to that Confidential Information.

18.5 Subject to clause 18.1(c) and 18.6, neither party will make public announcements or statements in relation to this Agreement

- without the other party's prior consent (which neither party will unreasonably withhold).
- 18.6 Entelar Group may acknowledge that Customer is a customer and use Customer's logo (in accordance with any reasonable guidelines Customer has provided to Entelar Group) in any press release, marketing, sales, proposal or stock exchange reporting materials.
19. **PRIVACY**
- 19.1 Each party must comply with the Privacy Act 2020 in performing this Agreement.
- 19.2 If either party collects any Personal Information in connection with this Agreement, that party will:
- (a) only use the Personal Information to the extent necessary to perform its obligations or exercise its rights under this Agreement;
 - (b) take security safeguards that are reasonable in the circumstances to protect the Personal Information against any:
 - (i) loss;
 - (ii) unauthorised access, use, modification or disclosure; and
 - (iii) other misuse; and
 - (c) notify the other party and comply with its obligations under the Privacy Act 2020 upon becoming aware of a Notifiable Privacy Breach in respect of the Personal Information. Nothing in this Agreement will prevent a party from notifying affected individuals and/or the Office of the Privacy Commissioner directly of a Notifiable Privacy Breach if it considers that such notification is required.
- 19.3 In providing Services to Customer, Entelar Group may use products and services from third parties based outside New Zealand, meaning we may need to disclose, transfer, store or process data (which may include Personal Information) outside New Zealand. Entelar Group recognises the importance of protecting Personal Information provided to it, and so we only use carefully selected and trusted third party providers.
- 19.4 If Entelar Group collects Personal Information in connection with this Agreement:
- (a) Entelar Group may also process that Personal Information in accordance with the published privacy policies of Entelar Group and any relevant privacy collection notice; and
 - (b) Customer must obtain any authorisations required for Entelar Group to collect, process, store and disclose Personal Information, and transfer it outside New Zealand, in accordance with this Agreement.
20. **DISPUTE RESOLUTION**
- 20.1 In the event of a dispute arising under or in relation to this Agreement (a **Dispute**), a party may give the other party notice of that Dispute, specifying in writing, the basis of the Dispute (a **Dispute Notice**). The parties will attempt to settle the Dispute through negotiations.
- 20.2 If the Dispute is not resolved within 15 Business Days of the date that the Dispute Notice was delivered, then by written notice to the other party, either party may refer the Dispute to their respective Chief Executive Officers or other appropriately senior officers to attempt resolution.
- 20.3 If the Dispute is not resolved within 15 Business Days of the date that the Dispute is referred to the Chief Executive Officers or other senior officers then and only then (subject to clause 20.4) the parties may refer the dispute to litigation. The parties may also agree to refer the Dispute to mediation.
- 20.4 This clause does not affect either party's right to seek urgent interlocutory and/or injunctive relief from any court of competent jurisdiction.
21. **GENERAL**
- 21.1 **Notices:** Each formal notice given under this Agreement will be made in writing and delivered by post, courier, personal delivery or email to the relevant party at an address set out or referred to in the Statement of Work or as notified to the other party in writing from time to time. Receipt will be deemed on the date that a delivery receipt indicates delivery in the case of delivery by post, courier or email. In the case of Entelar Group, the address is: Entelar Group Limited, Level 3, 46 Sale Street, Auckland 1010, New Zealand; Email: legal@entelargroup.co.nz; Attention: General Counsel.
- 21.2 **Entire Agreement:** This Agreement contains the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. The parties acknowledge that they have not relied on any representations, whether express or implied, except for those referred to in the Agreement. Modifications and amendments to this Agreement will only be valid when made in writing and signed by both parties.
- 21.3 **Time bar:** Entelar Group will not be liable to Customer in respect of any claim arising under or in connection with this Agreement unless that claim is notified in writing to Entelar Group within 2 years of the events giving rise to the claim becoming reasonably discoverable.
- 21.4 **Assignment:** Except as set out in clause below, neither party will assign or otherwise transfer any rights or obligations under this Agreement except with the prior written consent of the other party (not to be unreasonably withheld).
- 21.5 **Permitted assignment:** Entelar Group may by 30 days' notice in writing assign its rights and obligations under this agreement to:
- (a) related company of Entelar Group (as defined in the New Zealand Companies Act 1993); or
 - (b) as part of a transaction for the sale of all or a material part of Entelar Group's business or assets to a bona fide third party purchaser who is not a direct competitor of the Customer.
- 21.6 **Subcontracting:** Entelar Group may subcontract aspects of the performance of the Services to subcontractors (including to its related companies) and will remain responsible for the acts and omissions of any such subcontractors. However, Customer acknowledges that Entelar Group is not responsible for the acts and omissions of any logistics provider such as any courier, shipper, or air-freighter. Such logistics providers are deemed to be engaged on Customer's behalf.
- 21.7 **Third party benefit:** Entelar Group provides the Services and this Agreement for the benefit of Customer only for the purposes of the Contract and Commercial Law Act 2017 (Part 2, Subpart 1 – Contractual privity).
- 21.8 **Variations:** Except as set out in this clause or in clause 11.7, no variations to this Agreement are effective unless agreed in writing pursuant to a signed variation. Where an Entelar Group supplier

or service provider increases the fees it charges Entelar Group in connection with the Services under this Agreement, Entelar Group may change the Charges by 30 days' notice to Customer to reflect those updated supplier fees.

- 21.9 **No waiver:** Unless expressly waived in writing, no failure or delay in a party exercising its rights against the other party under or in relation to this Agreement will constitute a waiver, and any waiver of an event will not constitute a waiver of any other event.
- 21.10 **Severability:** If any provision of the Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.
- 21.11 **Counterparts:** This Agreement may be executed in any number of counterparts (including PDF emailed copies) and, provided that each party has executed a counterpart of this Agreement and provided it to the other party, the counterparts together will constitute a binding and enforceable agreement between the parties.
- 21.12 **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.