

RODGERS & CO LIMITED - ENGAGEMENT TERMS AND CONDITIONS

1. YOUR ACKNOWLEDGEMENTS

- 1.1. **This Agreement becomes legally binding between the two parties** (based on these terms and conditions contained herein) and **deemed accepted** by You once You accept the LOE (hardcopy or electronic form) for the supply of Services (including subsequent schedules or appendices) from Us. In such events, You will immediately be bound, jointly and severally, by these terms and conditions.
- 1.2. **No amendment of this Agreement will be of any force or effect, unless in writing signed by an authorised representative of each party.**
- 1.3. Upon signing or electronic acceptance of this Agreement both parties declare and confirm, they are lawfully entitled to enter this Agreement (including where You are to act in the capacity as a trustee of any trust ("**Trust**"). Furthermore, You declare that they are not insolvent and accept that this Agreement creates an enforceable legal agreement for You to meet his/her obligations and responsibilities under the Agreement (including payment when requested).
- 1.4. If You are primarily a Trust entity, You declare that the provisions of the Trust do not imply to exclude or remove the right of indemnity against the Trust by You. You agree to notify Us forthwith, if there are any substantial changes to the Trust that could affect the business relationship and Your obligations under the Agreement which includes any variations or resettlements of trust assets or any changes of trustees, that may or could be the basis of any security under any contract with Us.
- 1.5. **You acknowledge and accept that:**
 - (a) Unless any representation, statement, condition, or agreement is **expressed** in writing, by **RODGERS & CO LIMITED** or its authorised representative, **We shall not be bound by** any such unauthorised statements (including any verbal representation or advice); and
 - (b) Both parties agree to fully comply with all current requirements by law pertaining to electronic messaging (including but not limited to, Unsolicited Electronic Messages Act 2007) in the use of emails or mobile messaging or e-signatures in accordance with Contract and Commercial Law Act 2017 for compliance, which may form part thereof, the acceptance to this Agreement; and
 - (c) Any change to Your contact details must be advised to Us immediately. Any communications will be sent to the last contact details You have provided. Unless You instruct Us otherwise, We may, (if applicable), communicate with You with third parties via email or by other electronic means. The recipient remains responsible for virus checking emails and any attachments; and
 - (d) Non-receipt, delayed receipt, inadvertent misdirection, or interception by third parties in any form of communication is a risk, whether electronic, postal, or otherwise. We are **not responsible** for any such matters beyond our control; and
 - (e) You authorise Us to destroy all files and Documents for any work conducted on Your behalf 7 years after completion, but We may destroy papers files or documents earlier, if We have an electronic copy of them; and
 - (f) **We do not provide legal or financial investment advice.** Any comment made about legal, or investment matters should be interpreted as only a personal view and **not professional advice**. We confirm Our understanding that the adequacy and extent of Your insurance covers are regularly reviewed by brokers/insurance companies and discussed with You by them and that **We are not responsible, nor liable, for the performance of such services.**

2. DISCLOSURE

- 2.1. You understand and approve that:
 - (a) We can and may, refer You to products and/or professional services related to the provision of the Services to be provided by Us. Furthermore, We may expect to receive consideration, either monetary or otherwise, from such a referral; and
 - (b) A Third party may receive consideration either monetary or otherwise, from that referral; and
 - (c) We will not obtain, or see to obtain, any consideration from a third party until such time as You have been disclosed of the nature, source, and amount of any benefit We will receive from that referral.

3. ERROR AND OMISSIONS

- 3.1. We shall have no liability, unless attributed to negligence and/or willful misconduct by Us, arising from any typographical, clerical, or other error, mistake or omission in any information, communication or other document or information issued by it.

4. PAYMENT TERMS

- 4.1. At Our sole discretion, the Fee shall be:
 - (a) As indicated on any invoice/s furnished by Us to You;
 - (b) If billing is on a time and attendance basis, the Fee is charged, in accordance with Our current hourly rate schedule as per the LOE (rates are subject to **review annually** and Xero subscription fees are **only increased when Xero increases their pricing**); and
 - (c) If an estimated Fee is offered (subject to clause 5). **The estimate is not a quotation**, it is based on Your brief to Us. The Fee shall not be deemed binding upon Us as the final Fee, as only upon completion of the Services can the final Fee be confirmed. In the interest of being fair and reasonable in respect of the pricing with You, We agree to keep You informed,

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if We consider the final Fee may exceed more than 10% of the original estimate, so You can grant approval first before proceeding further; or

- (d) Our quoted Fee (subject to clause 5) will **only be valid for the period stated in the LOE**, if no date is stated, then the valid period shall be no less than **30 Business Days**.
- 4.2. The Fee will be payable by You on the date determined by Us, which may be:
 - (a) On or before the supply/delivery of the Services; or
 - (b) **Credit Approved Client's:**
 - (i) As agreed by both parties, by the date as stated in Our schedule for payments; or
 - (ii) Payment by instalment will be billed monthly, (first month due at the time of sign-up) unless otherwise stated in the schedule of payments and shall include the reasonable value of authorised variations; or
 - (iii) Upon the issue of a statement to Your operating business address, **20 Business Days** following the end of every month; or
 - (c) In all other cases, unless stated otherwise, the date for payment is **14 Business Days** from the date of any invoice/s issued (by email or post) to You by Us.
- 4.3. Receipt for payment can be made by direct bank transfer, direct debit (via GoCardless), Credit Card (surcharges may apply) or any other method acceptable, and agreed to, by Us. Outside of these options, We must grant permission first, before the supply of any Documentation or commencement of any Services will occur.
- 4.4. For the avoidance of doubt, it is agreed by both parties that You may not **set-off** against any monies due to Us by You, that You considers We owe You, **it must not be automatically deducted** from the Fee, nor can any payment due be withheld by You because part of any invoice is in dispute. Where You believe that there has been a mistake made, and monies are due, We request that You contact Us within 7 Business Days of receipt of the invoice/statement, so that We may investigate any alleged error. If a mistake has occurred, Your subsequent invoice/statement will be adjusted.
- 4.5. Apart from where We state otherwise, GST is **excluded** in the Fee, for all relevant Services supplied (including but not limited to, all services, costs, duties, fees, and freight charges) except where GST is **explicitly shown as included** in the Fee.

5. VARIATIONS

- 5.1. We reserve the right to amend the Fee (upon written notice to You):
 - (a) If a variation to the Services is requested by You outside of what is covered in the LOE; or
 - (b) Re-imbursable expenses such as printing charges per sheet for additional copies of reports etc.; and
 - (c) As a result of increases beyond Our reasonable control (e.g., third-party suppliers' costs, etc.); and
 - (d) Any adjustment to the Fee due to variations will be covered in detail in the next payment claim made by Us.
- 5.2. You will have the opportunity to respond to such additional costs, failure to reply within 10 Business Days for the revised Fees will be deemed to acceptance of additional charges, will permit Us to assume that the variation invoice is accepted without dispute. Payment will be due as per the date stated on the said invoice.

6. PROVISION OF THE SERVICES

- 6.1. We will endeavour to commence the Services on the commencement date specified in the LOE, and to complete the Services within the period stated in the LOE or the date mutually agreed between the two parties. We will **not be liable** for any loss or damage incurred by You (including where You are late to provide Us with relevant information that results in You filing returns late, We will not be responsible if You file returns late or are charged late payment penalties or use of money interest) because of the Services late commencement, however, We will at every opportunity consult with You to ensure the Services do take place, as soon as reasonably possible.
- 6.2. To the extent Our Services involve the performance of Services established by law, nothing in the LOE or these terms and conditions reduces Our obligations under such law.
- 6.3. You must **not act on advice given by Us** on an earlier occasion without first confirming with Us that the advice **is still valid**.
- 6.4. Our Services are limited exclusively to those You have engaged Us to perform. Unless otherwise specified in the LOE, Our Services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in Your affairs. **Neither an audit nor a review will be conducted and, accordingly, no assurance will be expressed.**
- 6.5. Where Our engagement is recurring, We may amend Our LOE and these terms where We consider it is necessary or appropriate to do so. If You do not accept such amendments, You must notify us promptly in which case You may terminate Our engagement in accordance with 11.

7. GUARANTEE OF SERVICES

- 7.1. If You believe Our Fee for the work done is excessive or if You are dissatisfied with Our Services, We invite You to contact any partner of the firm, who will investigate without cost to You and suggest a remedy. If You are still not happy You may also lay a complaint with the Chartered Accountants Australia and New Zealand ("CA ANZ") or the New Zealand Institute of Chartered Accountants ("NZICA") disciplinary bodies.

8. TITLE

- 8.1. Title in any Documentation (if any) supplied by Us in the provision of the Services does not pass to You until payment for the Services (together with any additional interest or charges as set out in these terms of trade) have been made in full by way of cleared funds and Your obligations have been fulfilled, and until then Our ownership or rights in respect of the Services shall continue.
- 8.2. Notwithstanding this clause 8, We in addition reserves the right to exercise a general lien over any Documentation (including any reports or working papers) that belongs to You that We are in the possession of from time to time, if any Fees due remain unpaid to Us under this Agreement or any other contract to which We and You are parties. You accept that if We exercise the right of a general lien, it will not be discharged until such time as the outstanding Fees are paid.

9. INTELLECTUAL PROPERTY

- 9.1. All rights, title, and interests in and to all Intellectual Property (including opinions and documents created by Us) always will remain Our exclusive property.
- 9.2. All Documentation supplied by Us whether in paper or electronic form (upon completion of the Services You shall be entitled to one printed version and an electronic PDF file), Our copyright mark must always be displayed on such Documentation.
- 9.3. You agree to indemnify Us against any claims by third parties for any breach of the Intellectual Property caused by You. Furthermore, where You have supplied any Intellectual Property to Us, You warrant that the supply of such Intellectual Property does not breach any patent, trademark, design, or copyright.

10. CONSEQUENCES OF DEFAULT

- 10.1. In any event, We reserve the right to charge You default interest in respect of the late payment of any sums due under this Agreement, at the rate being two and a half percent (2.5%) per calendar month (interest shall accrue daily and will compound monthly), from the due date until receipt of payment, and prior, to any judgement being awarded by a court of law.
- 10.2. For the sake of clarity, We have the right to suspend or bring the whole Agreement to an end, or parts thereof, or any other contract or contracts with You, in addition to its other remedies, upon the happening of any of the following events of default:
- (a) Where monies owed by You to Us, remain outstanding; or
 - (b) If You breach, or fails to comply or repudiates, any obligation under this Agreement or any other subsequent contract with Us; or
 - (c) You intimating that You will not pay any sum by the due date; or
 - (d) Any Documentation seized by any other creditor of Yours or any other creditor intimates that it intends to seize the Documentation; or
 - (e) Any Documentation You are in the possession of is materially damaged while any sum due from You to Us remains unpaid; or
 - (f) You die, become insolvent or subject to bankruptcy laws, there is a meeting of creditors, or if a company – enters into an arrangement with creditors or makes an assignment/compromise for the benefit of its creditors, or receivers, managers, liquidators (provisional or otherwise), administrators or any similar party is appointed in respect of You (or any asset You own), having any winding up petition presented against You, or You cease to carry on business; or
 - (g) If You cease or threaten to cease carrying on business; or
 - (h) If the ownership or effective control for You is transferred, or the nature of Your business is materially altered.
- 10.3. Whether this Agreement is ended by mutual agreement or due to any breach by You, all monies owed by You (including any interest or costs due) to Us shall become immediately due and payable. Without limiting the effect of this clause 10.3 it shall survive the end of this Agreement, and any other terms and conditions which by their nature are intended to survive.
- 10.4. Notwithstanding clause 10.1, it is further agreed that if You owe Us any money, You agree to reimburse Us all costs and expenses suffered by Us in Our attempt to recover all overdue monies owed to the Us, (which may include charges incurred by Us from Our banking institute for dishonours or chargebacks, legal costs on a solicitor and own client basis, inhouse admin fees or any fees charged during the debt recovery process, if a debt is passed to a recognised Debt Collection Recovery Agency).

11. TERMINATION

- 11.1. Either of party may terminate this Agreement:
- (a) At any time giving 21 Business Days written notice; or
 - (b) Immediately if the other becomes insolvent or otherwise ceases to carry on business or commits any material breach of this Agreement.
- 11.2. **We may terminate this Agreement if:**
- (a) You fail to meet your obligations under this Agreement (including, but not limited to payment of Fees or complying with the Schedule of Services covered in the LOE); or
 - (b) There is a change of circumstances beyond Our reasonable control that prevents Us providing Services to You.

11.3. If this Agreement is terminated by You, You agree:

- (a) To pay any Fees for any Services up to the date of termination; and
- (b) Return any Documentation or property that belongs to Us.

12. PRIVACY POLICY

- 12.1. You authorise Us to collect, retain and use Personal Information about You for the following purposes:
- (a) Assessing Your credit risk (if any);
 - (b) Administering Your instructions;
 - (c) Receiving information from one or more credit reference agencies, relating the credit record and repayment history pertaining to You;
 - (d) Disclosing credit-related information to, and using the credit services of, one or more credit reference agencies, on a continuing basis at any time and entirely at its discretion concerning Your creditworthiness.
- 12.2. For the avoidance of doubt, all authorities given above are continuing authorities, to apply throughout the duration of the term of Our trading relationship with You.
- 12.3. You, if an individual, have a right of access to Personal Information about You held by Us and may request correction of the information.
- 12.4. We agree to destroy Personal Information upon Your request in writing (or email) or if the Personal Information is no longer required unless it is required to fulfill the obligations of this Agreement or is required to be maintained and/or stored in accordance with the law.
- 12.5. If You believe Your privacy has been breached in any way, then a privacy complaint can be made to Our Privacy Officer via **email** at: admin@roddgers.net.nz or **post** to: The Privacy Officer, Rodgers & Co Limited, 6E Pope Street, Addington, CHRISTCHURCH 8011. We will respond to that complaint within 7 days of its receipt, should more time be needed to investigate the complaint then We will undertake to decide on a resolution as to the complaint within 20 days of the original date of receipt. If You are not satisfied with the resolution provided by Us, You can make a complaint to the Privacy Commissioner at www.privacy.org.nz.
- 12.6. For the purposes of this clause 12, Personal Information has the meaning given to it in the Privacy Act 2020.

13. CONFIDENTIALITY & CONFLICT OF INTEREST

- 13.1. All information acquired during the engagement for the provision of the Services is subject to strict confidentiality requirements. The information will not be disclosed by Us to other parties except as required or allowed by Law (such as the Inland Revenue Department, Accident Compensation Corporation “**ACC**”, Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (“**the AML/CFT Act**”) or an authorised representative of the New Zealand Institute of Chartered Accountants or Your expressed consent.
- 13.2. Our practice is guided by the AML/CFT Act. This Act says that We cannot act for, or continue to act for, clients unless We have taken reasonable precautions to verify their identity and other information (due diligence).
- 13.3. Further, both parties undertake to treat all information which is not in the public domain as Confidential Information, and not to disclose, duplicate, use or permit the use of any information, documents or materials that are reasonably considered Confidential Information regarding the other party’s business, customers, clients, suppliers or methods or operation, at any time, in any way, other than for the purposes of providing and using the Services according to the Agreement or LOE, and shall use best endeavors to protect the confidentiality of the other party’s Confidential Information which they may become aware of.
- 13.4. Where Your Confidential Information is stored by a Cloud Services Provider, the Cloud Services Provider has confirmed all Confidential Information shall be kept confidential subject to disclosure required by law. We **are not liable for any loss** which arises because of a failure with the technology used by the Cloud Services Provider.
- 13.5. We will return your Confidential Information to You at any time at Your request and may also destroy it if You wish. We are, however, entitled to retain one copy of any Confidential Information if it forms a part of our working papers.
- 13.6. We will inform You if We become aware of any conflicts of interest in Our relationship with You (including between the various persons this engagement letter covers) or in Our relationship with You and another client. Where conflicts are identified which cannot be managed in a way that protects Your interests or You do not consent to the way in which We propose to manage this conflict then We will be unable to provide further Services to some or all parties to whom the LOE applies. If this arises, We will inform You promptly.
- 13.7. We may act or other clients, whose interests are not the same as or are averse to Yours, subject to the obligations or conflicts of interest and confidentiality referred to in clause 13.6.

14. ASSIGNMENT

- 14.1. Neither party shall assign, sub-license or otherwise transfer this Agreement or any part of it to any other person, without not firstly obtaining written consent (hardcopy or email) of the other party.

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- 14.2. Unless specifically stated otherwise, in any consent to an assignment (as covered in clause 14.1), no **assignment shall release or discharge the assignor** from any liability or obligation under this Agreement.
- 14.3. At Our discretion We may engage Sub-Consultants without consent from You to carry out any part of the Services but in doing this it does not relieve Us from Our obligations under this Agreement. All Sub-Consultants engaged by Us remain bound by Our privacy and confidentiality policies (including but not limited to, any information We may provide to Our related companies elsewhere in the world). Any information We may share during the provision of the Services overseas is always subject to the same safeguards required in accordance with the Privacy Act 2020.
- 14.4. Furthermore, it is agreed between the parties that:
- (a) You **cannot give any instructions or redirect the performance of the Services** of any of Our Sub-Consultants or third-party suppliers that are engaged to carry out any part of the Services, without firstly obtaining **written consent from Us**; and
 - (b) If You decide for good reason that any of Our employees and/or Sub-Consultant are unsuitable, then You can request Us not to have that person perform the Services. We shall then replace those employees and/or Sub-Consultant, effective immediately.

15. FORCE MAJEURE

- 15.1. Neither party shall be liable if a Force Majeure event occurs:
- (a) The obligations of a party under this Agreement will be suspended to the extent that it is wholly or partially precluded from complying with its obligations under this Agreement by Force Majeure; and
 - (b) A party affected by Force Majeure must notify the other party as soon as practicable of the Force Majeure and the extent to which that party is unable to comply with its obligations; and
 - (c) If a failure or delay in performance exceeds 60 Business Days, either party may immediately terminate this Agreement by written notice to the other party.
- 15.2. Nothing in clause 15.1 shall excuse payment of any amount owing due or which becomes due under the terms of this Agreement.

16. MISCELLANEOUS

- 16.1. **Dispute:** any dispute or difference in connection with, or arising out of, this Agreement shall be dealt with by the concerning party giving the other party written notice, clearly identifying, and providing full details of the dispute. Failure to resolve the dispute within 10 Business Days (or whatsoever timeframe agreed) by way of either formal discussions and/or mediation will result in the dispute now being referred to a sole arbitrator and the provisions of the Arbitration Act shall apply or where a applicable will be dealt through the Chartered Accountants Australia and New Zealand ("**CA ANZ**") or the New Zealand Institute of Chartered Accountants ("**NZICA**") disciplinary bodies.
- 16.2. **Jurisdiction:**
- (a) If any term or obligation of this Agreement is at any time held by any jurisdiction to be negated, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other provision covered in these terms and conditions; and
 - (b) The legality, construction and performance of this Agreement shall be governed by the laws of New Zealand. You agree that any dispute arising from the Agreement between the two parties that cannot reasonably be resolved by mediation shall then be litigated only, by the jurisdiction of the Christchurch Courts of New Zealand.
- 16.3. **Legislation:**
- (a) If You are acquiring Services for the **purposes of a trade or business**, You acknowledge that the provisions of section 43 of the Consumer Guarantees Act 1993 ("**CGA**") and section 5D of the Fair Trading Act 1986 ("**FTA**") do not apply to the supply of the Services by Us to You, nor will the provisions of the FTA apply to either parties conduct or representations if unintentional: section 9 (**misleading conduct**), section 12A (**unsubstantiated representations**) or section 13 (**false or misleading representations**); and
 - (b) If You are acquiring the Services in the capacity as a "**consumer**" as defined in the Consumer Guarantees Act 1993 and You is **not in trade**, nothing in the Agreement will exclude or limit Your rights or remedies under the Act; and
 - (c) Both parties agree to comply with all governing laws (including the provisions of all statutes, regulations, and bylaws of Government, local and other public authorities) of New Zealand applicable to the Services and agree that nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the Fair Trading Act 1986 and the Contract and Commercial Law Act 2017 (including any substitute to those Acts or re-enactment thereof or order-in-council and other instrument from time to time issued or made under, that legislation), except to the extent permitted by those Acts where applicable; and

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- (d) We will comply with the New Zealand Institute of Chartered Accountants Code of Ethics. The code requires Us to disclose to authority's incidents where a client does not comply with government laws or regulations. We will disclose incidents where non-compliance causes serious adverse consequences to investors, creditors, employees, or the public.
- 16.4. If You are ever in breach of clause 16.3, then You accept and agree to indemnify Us against all claims, liability, losses, or costs imposed or incurred by Us, because of such a breach.
- 16.5. **Limitation of Liability:**
 - (a) WE WILL **NOT BE LIABLE** FOR ANY LOSS CAUSED BY A FAILURE BY YOU TO COMPLY WITH YOUR OBLIGATIONS UNDER THIS AGREEMENT. FURTHERMORE, OUR TOTAL LIABILITY **WILL NOT**, UNDER ANY CIRCUMSTANCES, EXCEED OUR MAXIMUM LIABILITY (BEING THE AMOUNT OF **FIVE TIMES THE AMOUNT OF THE FEES CHARGED** TO YOU FOR THE SERVICES PERFORMED) TO YOU OR ANY OTHER PERSON IN CONNECTION WITH THE SERVICES CARRIED OUT FOR YOU, PURSUANT TO THIS AGREEMENT; and
 - (b) **Rodgers & Co Limited**, its directors, officers, agents, or employees will **not be liable in a personal capacity**, in any way for any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by You or any person related to or dealing with You out of, in connection with or reasonably incidental to the scope of Services being provided by Us to You. You acknowledge You have relied, and/or will rely, only on the business experience, skill, and ability of Us; and
 - (c) We shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract, tort or otherwise on the expiration of, unless otherwise agreed, six (6) years from the termination of the Services, whichever is the earlier date as set out in the Limitations Act 2010.
- 16.6. **Notices:** Where a notice is required to be served under this Agreement by either party, it must be issued in writing and delivered either by email, registered post (to the recipient's address for service as provided under this Agreement) or given personally to the concerned other party. Any notice that is served subject to this clause 16.6 shall be deemed to have been served, unless stated otherwise, at the time when the notice would have typically been delivered.
- 16.7. **Terms & Conditions Changes:** Notwithstanding clause 1.2, We reserve the right from time to time to amend Our terms and conditions, but for disclosure purposes any amendments shall always be provided in writing to You and/or notified by email that the updated terms and conditions are posted and ready for viewing on Our website. The amended terms and conditions **take effect for any new contracts** from when You accept the updated terms and conditions and/or from when You ask Us to supply additional Services.
- 16.8. Without limiting the effect of clauses 8.2 (**Lien**), 10 (**Consequences of Default**), 11 (**Termination**), 13 (**Confidentiality**), 16.5 (**Limitation of Liability**), 16.6 (**Notices**) survive the end of this Contract, and any other terms and conditions which by their nature are intended to survive.

17. DEFINITIONS AND INTERPRETATION

- 17.1. In this Agreement, unless the context otherwise requires capitalised terms have the meaning set out below:
 - (a) **"Business Days"** means a day on which banks are open for business in New Zealand other than a Saturday, Sunday, or public holiday.
 - (b) **"Confidential Information"** means any information:
 - (i) Relating to this Agreement;
 - (ii) Relating to a quotation, order, or proposal or its contents;
 - (iii) Relating to any party that engages Our Services;
 - (iv) Disclosed by either party to the other party on the express basis that such information is confidential; or
 - (v) Which might reasonably be expected by either party to be confidential in nature.Provided that, where information relates exclusively to one party, nothing in this Agreement will require that party to maintain confidentiality in respect of that information.
 - (c) **"Agreement"** means this Agreement, inclusive of its terms and conditions contained herein, its schedules and annexures or any quotation, proposal, invoice, or document that forms part thereof and/or is deemed to be supplementary to this Agreement.
 - (d) **"Documentation"** means any Documentation (including opinions or working papers) of any kind that We provide to You as specified in any Agreement, quotation, proposal, order, or any other documentation.
 - (e) **"Fee"** means the Fee (based upon Our team and the person or persons appointed to complete the Services, their degree of responsibility and skill plus the time involved on the scheduled work) due under this Agreement for the supply of Services as agreed between Us and You and (if applicable) shall include any GST payable.
 - (f) **"Force Majeure"** means an event outside the reasonable control of either party, including an act of God, earthquake, adverse weather conditions, flood, storm, fire, explosion, war, rebellion, terrorism, strike, lock-out, industrial action national or global epidemics or pandemic and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government quarantine restrictions for goods or individuals.

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- (g) **"GST"** means Goods and Services Tax, as defined within the Goods and Services Tax Act 1985.
- (h) **"Intellectual Property"** means and includes (whether invisible, electronic or any other form) all brands, and symbols, names and digital images used in commerce or promotional marketing, goodwill, logos, formulae, techniques, know-how, specifications, designs, drawings, copyright, manufacturing processes, patents, and trademarks (if any) whether registered or not, software (and source and object code), business strategies and contracts, confidential business information including market and marketing strategies.
- (i) **"LOE"** means the Letter of Engagement, proposal, estimates, or other documents prepared by Us and presented to You to describe the scope of Services to be provided, goods and any equipment, software or personnel proposed to be utilized for the Services, and the amount or method of calculation of the Fee including any reimbursable expenses.
- (j) **"Personal Information"** means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's license details, electronic contact type details, such as, email, IP Address, Facebook, or Twitter, or next of kin and any other contact information (if applicable) and were deemed relevant shall include any previous credit applications or credit history details. By the nature of such information, it shall always be considered Confidential Information.
- (k) **"Services"** means all Services (including any Documentation, advice, consultancy, or recommendations and where these terms and conditions give allowance to, the terms 'Services' or 'Documentation' may be identified and substitutable for the other) supplied by Us to You, and are as described on the invoices, quotation, authorisation form or any other forms as provided by Us to You.
- (l) **"Sub-Consultants"** means independent consultants engaged and paid by Us for the purposes of their expertise and additional assistance with the provision of the Services to be provided to You. Such parties (if known) will be listed in the LOE including billing rates, at the time of presentation to You, any additional Sub-consultants that may be necessary after the Services have commenced will be duly notified to You in writing, a retainer (if applicable) will be built into the Services Fee, You will be bound by the conditions of clause 13 in respect of such parties.
- (m) **"We", "Us" or "Our"** means **RODGERS & CO LIMITED**, its successors, and assigns.
- (n) **"You" or "Your"** means the person/s, entities (including but not limited to, partnerships and/or a trust and where applicable shall include Your executors, administrators, successors and permitted assigns) or any person acting on behalf of and with Your authority to request Us to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation.

17.2. In this Agreement, unless the context requires otherwise:

- (a) **Fee:** A reference to dollars or \$ is to an amount in New Zealand currency;
- (b) **Headings:** Headings shall be ignored in construing this document;
- (c) **Joint obligations:** An obligation incurred in favours of two or more parties shall be enforceable by them jointly or severally;
- (d) **Parts of Agreement:** References to this Agreement including its clauses, schedules, annexures;
- (e) **Plurals:** This singular shall include the plural and vice versa and word importing one gender shall include every gender and a reference to a person shall include any other legal entity of whatsoever kind and vice versa;
- (f) **Statutory Requirements:** A reference to a statute, ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).

17.3. **Neutral Interpretation** - nothing in this Agreement is to be interpreted against a party solely on the ground that that party put forward this Agreement or a relevant part of it.