ROBINSIGHT

Data Supply Agreement

|  |
| --- |
| This Agreement sets out the terms that apply to the supply of ROBINSIGHT Aggregated Data by ROBINSIGHT to the Partner. It is made up of:   1. Specific Terms: a record of the specific arrangements that have been agreed between ROBINSIGHT and the Partner for each specific purpose; 2. Standard Terms: ROBINSIGHT’s standard terms for the supply of ROBINSIGHT Aggregated Data; 3. Schedule 1 (Reserved); 4. Schedule 2 (Alternative Dispute Resolution) and 5. Additional Schedules (to the extent that further detail is required in relation to any of the Specific Terms). |

## Parties

|  |  |
| --- | --- |
| ROBINSIGHT details | |
| Legal name | ROBINSIGHT Limited |
| Registered address |  |
| NZBN | 9429050836444 |

|  |  |
| --- | --- |
| Partner details | |
| Legal name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Registered address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NZBN | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Agreement

ROBINSIGHT agrees to supply, and Partner agrees to purchase the right to receive and use, the ROBINSIGHT Aggregated Data (as detailed in the Specific Terms), on the terms and conditions of this Agreement.

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| --- | --- | --- |
|  | Signed for and on behalf of ROBINSIGHT | Signed for and on behalf of the Partner |
| Signature |  |  |
| Name |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date |  |  |

## ROBINSIGHT

## Specific Terms

|  |  |
| --- | --- |
| Agreement details | |
| Agreement number | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Commencement Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Initial Term | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Renewal Term | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| These specific terms are subject to the standard terms of the Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Robinsight and Partner. | |

|  |  |  |
| --- | --- | --- |
| Key Contacts | ROBINSIGHT | Partner |
| Contact name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Contact address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Contact number | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Contact email | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| Address for notices | ROBINSIGHT | Partner |
| Address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |
| --- | --- | --- |
| ROBINSIGHT Aggregated Data | | |
| Overview | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Specific Purpose | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Datasets to be provided | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Description of data | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Delivery method | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Frequency | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Territory | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Authorised Third Party(ies) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Pre-Approved Derived Reports | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Fees | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Additional Terms | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Schedule 1 | Reserved | |
| Schedule 2 | Alternative Dispute Resolution | |
| Additional Schedules | N/A |  |

|  |  |  |
| --- | --- | --- |
|  | Signed for and on behalf of ROBINSIGHT | Signed for and on behalf of the Partner |
| Signature |  |  |
| Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Position | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## ROBINSIGHT

## Standard Terms

1. Introduction

These are the terms and conditions for ROBINSIGHT Limited in relation to its supply of ROBINSIGHT Aggregated Data. For clarity, the ROBINSIGHT Aggregated Data does not include any information that identifies an individual.

1. Definitions and Interpretation

# In this Agreement:

**Additional Terms** include those terms and conditions (if any) set out in the Specific Terms that vary or supplement these Standard Terms.

**Agreement** means the Specific Terms, these Standard Terms, Alternative Dispute Resolution, and any other Schedule(s) attached to these Standard Terms.

**Alternative Dispute Resolution** means the alternative dispute resolution schedule attached to these Standard Terms as Schedule 2.

**Authorised Third Party** refers to parties in the Specific Terms, authorized by ROBINSIGHT, to receive ROBINSIGHT Aggregated Data and/or Derived Reports as per this Agreement.

**Business Day** means Monday to Friday (excluding public holidays in New Zealand).

**Commencement Date** means the start date detailed in the Specific Terms.

**Communicate** means to transmit or make available using communication technology, including using a telecommunications system or electronic retrieval system.

**Confidential Information** means any information which the disclosing party identifies as confidential or which ought reasonably to be considered confidential because of its nature and the manner of its disclosure, including:

### In respect of ROBINSIGHT, all ROBINSIGHT Data;

### the terms of this Agreement; and

### any discussions between the parties regarding any future use of the ROBINSIGHT Data or Manipulated Data, any business opportunities, or any business plans or financial information of ROBINSIGHT,

* but excluding information:

### that was lawfully known to the receiving party before receipt from the other party;

### is, or becomes, public knowledge through no fault of the receiving party;

### is, or becomes available to the receiving party from a source other than the disclosing party free of any obligation of confidence; or

### has been or is independently developed by the recipient.

**Contract Year** means the 12 months commencing on the Commencement Date and each successive 12-month period commencing on the anniversary of the Commencement Date.

**Derived Report** means any report created by, or on behalf of, the Partner that uses or incorporates ROBINSIGHT Aggregated Data (including any Pre-Approved Derived Reports).

**Disabling Code** means any virus, Trojan horse, computer software, or programming code, including source and object code, that could disrupt, impair, disable or otherwise adversely affect, shut down or deny access to any or all parts of the Partner Systems or perform any similar function.

**Sourcing Company** means a company that has agreed with ROBINSIGHT to provide data to fulfil this Agreement.

**Source Company Customer Data** means any data provided to the Sourcing Company that identifies a company, person, or location relating to the Sourcing Company.

**Source Data** means any data provided to ROBINSIGHT by a Sourcing Company.

**ROBINSIGHT Aggregated Data** means the ROBINSIGHT Aggregated Data detailed in the Specific Terms, comprised of Source Data anonymised and aggregated by ROBINSIGHT.

**ROBINSIGHT Customer Data** means any data relating to ROBINSIGHT’s customers, including any data:

### ROBINSIGHT’s customers have provided to ROBINSIGHT or authorised ROBINSIGHT to collect; and/or

### Inputted into ROBINSIGHT Products by ROBINSIGHT’s customers or automatically generated or collected by ROBINSIGHT’s Products.

**ROBINSIGHT Data** means all data collected and/or generated by ROBINSIGHT and all data derived from that data (whether by ROBINSIGHT or the Partner), including:

### Source Data

### ROBINSIGHT Aggregated Data

### Any other data which can identify users of ROBINSIGHT Products or users of Sourcing Companies

For clarity, ROBINSIGHT Data excludes Manipulated Data but includes any other data which can be reverse-engineered such that ROBINSIGHT and/or any ROBINSIGHT Data is identified or identifiable.

**ROBINSIGHT Marks** means the trade marks, trade names, company names, ROBINSIGHT Products or service names, logos, brand or other proprietary words or symbols used by ROBINSIGHT from time to time, including the word “ROBINSIGHT”.

**ROBINSIGHT Products** means software (including ROBINSIGHT’s online services and mobile device apps) provided or licensed by ROBINSIGHT, which ROBINSIGHT’s customers have used.

**ROBINSIGHT Related Content** has the meaning set out in clause 5.1(c).

**Fees** mean the fees payable by the Partner for the provision by ROBINSIGHT of the ROBINSIGHT Aggregated Data, as set out in the Specific Terms.

**Force Majeure Event** means any cause (excluding lack of funds for any reason) preventing the affected party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the affected party, which was not reasonably foreseeable, could not have been avoided or mitigated through reasonable precautions and was not caused by the party, its affiliates, officers, employees, contractors, suppliers and/or agents.

**Initial Term** means the initial term set out in the Specific Terms.

**Insolvency Event** means a party ceasing to carry on all or substantially all of its business, or being unable to pay its debts when due, or being deemed unable to pay its debts under any law, or becoming, or being deemed to become, insolvent or bankrupt.

**Intellectual Property Rights** means any patent, trade mark, service mark, copyright, moral right, design right, know-how, confidential information, and any other intellectual property rights, whether or not registered or capable of registration or existing at the date of this Agreement.

**Key Contacts** means the parties’ key contacts set out in the Specific Terms.

**Licence** has the meaning set out in clause [4.1.](#_bookmark0)

**Manipulate** means to combine or aggregate the ROBINSIGHT Aggregated Data with other data or information or to adapt the ROBINSIGHT Aggregated Data, in each case so as to generate a new data set which cannot be reverse-engineered such that SOURCE Company Customer Data and/or ROBINSIGHT Data is identified or is identifiable. Manipulated and Manipulated Data each has a corresponding meaning.

**Partner Systems** means any information technology system(s) used by the Partner (including those provided by its third party service providers) to store ROBINSIGHT Aggregated Data and Manipulated Data.

**Personnel** means, in relation to either party, the employees, consultants, contractors, agents and representatives of that party, and in relation to the Partner includes its third party service providers.

**Pre-Approved Derived Report** means a Derived Report that is described in the Specific Terms and which is not subject to ROBINSIGHT’s written approval in accordance with the process set out at clause 5.

**Proposed Derived Reports** has the meaning set out in clause 5.1(a).

**Renewal Term** means the renewal term(s) set out in the Specific Terms.

**Security Breach** means, in relation to any ROBINSIGHT Data:

* any unauthorised or accidental access to, or disclosure, copying, alteration, loss or destruction of, any ROBINSIGHT Data;
* an action that prevents the Partner and/or ROBINSIGHT from accessing any ROBINSIGHT Data on either a temporary or permanent basis; or
* the disclosure to, or access by, an unauthorised person of any security feature relating to the ROBINSIGHT Data.

**Specific Purpose** means the specific purpose described in the Specific Terms, as amended from time to time by Agreement between the parties in writing.

**Specific Terms** means the Specific Terms signed by the parties to which these Standard Terms are attached, including any Additional Terms.

**Term** means the term of this Agreement as determined in accordance with clause 3.

**Territory** means the Territory described in the Specific Terms.

## In this Agreement, unless the context indicates otherwise:

### section, clause, paragraph and other headings are included for the purpose of ease of reference only and do not have any effect on construction and interpretation;

### words importing the singular include the plural and vice versa;

### a reference to a party is to a party to this Agreement and includes that party’s successors and permitted assigns and, where the context so permits, its Personnel;

### whenever the words “include or “including” are used they are deemed to be followed by the words “without limitation”;

### a reference to a person includes a partnership and also a body of persons, whether corporate or unincorporated;

### a reference to data (such as the ROBINSIGHT Aggregated Data and the Manipulated Data) includes any part of that data; and

### a term of this Agreement must not be construed against a party by reason of the fact that that term was first proposed or was drafted.

1. Term

## The Initial Term, together with any subsequent Renewal Term(s) will constitute the Term.

## This Agreement will commence on the Commencement Date. It will continue for the Initial Term, and thereafter automatically renew for successive Renewal Terms, unless:

### terminated earlier in accordance its terms; or

### either party gives written notice of its intention not to renew to the other party at least 60 days prior to the end of the Initial Term or the current Renewal Term (as applicable), in which case this Agreement will terminate upon the expiry of the Initial Term or current Renewal Term (as applicable).

1. Supply and License of ROBINSIGHT Aggregated Data

## ROBINSIGHT:

### agrees to supply the ROBINSIGHT Aggregated Data in accordance with this Agreement; and

### grants to the Partner a non-exclusive, non-transferable, revocable licence to use the ROBINSIGHT Aggregated Data during the Term in the Territory, subject to the terms of this clause 4 and otherwise in accordance with this Agreement (Licence).

## The Partner may, during the Term:

### access, view, use, analyse, reproduce and Manipulate the ROBINSIGHT Aggregated Data to create Derived Reports in accordance with clause 5; and

### distribute Derived Reports created in accordance with clause 5 to Authorised Third Parties in the Territory,

### in each case, for the Specific Purpose and

### make copies of the ROBINSIGHT Aggregated Data; and/or

### store the ROBINSIGHT Aggregated Data on the Partner System,

### to the extent reasonably necessary to exercise its rights set out in this clause 4.2.

## The Partner must not:

### use the ROBINSIGHT Aggregated Data for any purpose other than the Specific Purpose;

### distribute or Communicate the ROBINSIGHT Aggregated Data to any third party without ROBINSIGHT’s prior written consent;

### distribute the Derived Reports to any third party (excluding any Authorised Third Party) without ROBINSIGHT’s prior written consent; or

### reverse engineer ROBINSIGHT Aggregated Data for any purpose, including identifying or obtaining ROBINSIGHT Customer Data or Source Company Data.

1. Derived Reports

## The Partner will:

### Inform ROBINSIGHT of the purpose and structure of each Derived Report (except for Pre-Approved Derived Reports), get ROBINSIGHT's written approval to use relevant ROBINSIGHT Aggregated Data.;

### Not use any ROBINSIGHT Aggregated Data for a Proposed Derived Report without ROBINSIGHT's prior approval.

## Provide ROBINSIGHT with a copy of each Derived Report at least two clear Business Days before sharing it with an Authorised Third Party. ROBINSIGHT can raise concerns and require the Partner to modify or delete any ROBINSIGHT Related Content.

## Modify or delete any ROBINSIGHT Related Content as required by ROBINSIGHT before sharing the Derived Report with an Authorised Third Party.

## However, the Partner may redact commercially sensitive data from a Derived Report that is not ROBINSIGHT Related Content before sharing it with ROBINSIGHT under clause 5.1(c).

1. Security

### The Partner shall maintain and enforce security and integrity procedures and safeguards for the protection of ROBINSIGHT Aggregated Data that are no less rigorous than accepted industry practices and that comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

### In the event that the Partner becomes aware or has reasonable grounds to suspect a Security Breach, the Partner shall promptly notify ROBINSIGHT, provide updates in a timely manner, and provide any necessary assistance, cooperation, and information in connection with the Security Breach, while refraining from notifying any third party except as required by law.

### In the event of a Security Breach, the Partner shall undertake steps to investigate and remedy the issue as soon as reasonably practicable. The Partner shall fully cooperate with any security investigation conducted by ROBINSIGHT and in any other way assist ROBINSIGHT in handling the matter. All obligations under this clause 6 shall be performed at the Partner’s own expense, except to the extent that the Security Breach arose from any negligence or willful default of ROBINSIGHT.

1. Fees
   1. The Partner agrees to pay the Fees in exchange for the provision of ROBINSIGHT Aggregated Data.
   2. Unless stated otherwise in the Specific Terms, ROBINSIGHT will issue monthly invoices for ROBINSIGHT Aggregated Data provided during that month. The Partner must pay the invoice by the 20th of the following month.
   3. Unless stated otherwise in the Specific Terms, all Fees are exclusive of GST. If applicable, the Partner must pay GST in the same manner and time as any other amount payable under the Agreement, provided that ROBINSIGHT has provided a valid tax invoice for GST purposes.
   4. If the Partner fails to pay any undisputed amount by the due date, ROBINSIGHT may charge interest at 3% per annum over the base overdraft facility rate charged by ROBINSIGHT's bankers and/or suspend the Licence and ROBINSIGHT Aggregated Data supply without liability until payment is made.
   5. If the Partner disputes an invoice, they must notify ROBINSIGHT in writing promptly, identifying the reason for the dispute. The Partner must pay the undisputed portion of the invoice by the due date.
2. Termination

## Either party may terminate this Agreement immediately by notice in writing to the other party if:

### the other party commits a material breach of this Agreement and (in the case of a breach capable of remedy) fails to remedy that breach within 20 Business Days of receiving written notice requiring it to do so; or

### the other party becomes subject to any Insolvency Event.

## Non-payment of any undisputed invoice by the Partner within 60 days of the applicable due date will be deemed to be a material breach of this Agreement by the Partner that is no longer capable of remedy.

## The partner shall not be obligated to pay outstanding invoices in the case of a material breach of this agreement by ROBINSIGHT.

1. Exit obligations and Survival

## On termination or expiry of this Agreement:

### the Partner will immediately pay to ROBINSIGHT all outstanding unpaid invoices and interest and, in respect of any ROBINSIGHT Aggregated Data supplied but for which no invoice has been submitted, ROBINSIGHT may submit an invoice, which will be payable immediately on receipt;

### the Partner will cease to have any further rights under this Agreement to the ROBINSIGHT Aggregated Data however, the Licence granted under this Agreement will continue in accordance with the Specific Purpose; and

### the Partner will (and will procure that its Personnel will) destroy or permanently delete all ROBINSIGHT Aggregated Data from the Partner Systems and provide written confirmation of such destruction or deletion to ROBINSIGHT.

## The expiry or termination of this Agreement for any reason will not affect the validity or enforceability of:

### any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry; or

### the provisions of this Agreement which by their nature survive expiry or termination, including this clause 9, clause 6 (Security of ROBINSIGHT Data), clause 10 (Confidentiality), clause 11 (IPR), clause 12 (Warranties) and clause 13 (Indemnity and liability).

1. Confidentiality

## Each party undertakes that it will not at any time without the prior written consent of the other party disclose to any person any Confidential Information of the other party, except as permitted by this clause 10.

## Each party may disclose the other party’s Confidential Information:

### to its Personnel or professional advisers to whom disclosure is reasonably necessary for the purposes of carrying out the party’s obligations or exercising its rights under this Agreement; or

### as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## Each party will ensure that any Personnel to whom it discloses the other party’s Confidential Information:

### comply with this clause 10; and

### are bound by confidentiality obligations at least as protective as the terms set out in this clause 10.

## Subject to clause 10.2(b), neither party may make any public announcements or statements relating to this Agreement (including the fact of its existence and promotional or marketing material) without the other party’s prior written consent, excluding any disclosure required by legal, accounting or regulatory requirements).

1. Intellectual Property Rights

The Partner acknowledges and agrees that:

### all Intellectual Property Rights in the ROBINSIGHT Aggregated Data are the property of ROBINSIGHT;

### the ROBINSIGHT Aggregated Data is a copyright work under the Copyright Act 1994;

### it has no rights in or to the ROBINSIGHT Aggregated Data other than the right to use it in accordance with the express terms of this Agreement; and

### ROBINSIGHT has made and will continue to make a substantial investment in obtaining, verifying, selecting, co-ordination, developing, presenting and supplying the ROBINSIGHT Aggregated Data.

1. Warranties

## ROBINSIGHT warrants that:

### it will use all due care, skill and diligence in providing the ROBINSIGHT Aggregated Data to the Partner; and

### it has the right to license the receipt and use of ROBINSIGHT Aggregated Data in accordance with this Agreement and that the Partner’s use and possession of the ROBINSIGHT Aggregated Data in accordance with the terms of this Agreement will not breach any applicable laws or infringe the intellectual property rights of any person.

## The parties acknowledge and agree that to the extent permitted by law:

### they are contracting out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 in respect of all matters covered by this Agreement; and

### except as expressly stated in this Agreement, all warranties, guarantees, conditions, representations and terms, whether express or implied by statute, common law (including tort) or otherwise, are excluded.

### The Partner acknowledges that it has entered into this Agreement solely in reliance on its judgment. Except as expressly set out in this Agreement, it has not relied on any statement, warranty, or representation made by or on behalf of ROBINSIGHT.

## Without limiting the effect of clause 12.2[,](#_bookmark12) the Partner acknowledges that:

### the SOURCE data contributing to the ROBINSIGHT Aggregated Data has not been generated specifically for the Partner and relates to a particular period in time; and

### there may be inherent defects in the SOURCE data from which the ROBINSIGHT Aggregated Data is derived.

Accordingly, ROBINSIGHT does not warrant that the ROBINSIGHT Aggregated Data is accurate, complete, reliable, relevant or will meet the Partner’s requirements.

1. Liability

## Nothing in this Agreement will operate to exclude or limit the liability of ROBINSIGHT:

### for death or personal injury;

### for fraud or fraudulent misrepresentation;

### for breach of clause 10 (Confidentiality); or

### for any other liability that cannot be excluded or limited by applicable law.

## Subject to clause 13.1, ROBINSIGHT will not be liable for any claims under or in connection with this Agreement:

### for any loss of profits, loss of business or loss of anticipated savings (whether direct or indirect);

### for any indirect or consequential loss; or

### which are first notified to ROBINSIGHT more than two years after the Partner is aware of the issue giving rise to the claim or two years after the expiry of this Agreement (with the earliest date taking precedence).

## Subject to clause 13.1, ROBINSIGHT’s maximum aggregate liability to the Partner arising under or in connection with this Agreement in each Contract Year will not exceed an amount equal to the total amount of Fees paid by the Partner under this Agreement in the Contract Year preceding the date on which such liability arose, or if the liability arises in the first Contract Year, the amount paid and payable in the first Contract Year.

## The limitations and exclusions of liability in this clause 13 will apply irrespective of how liability arises, whether in contract, equity, tort (including negligence), breach of statutory duty or otherwise.

1. Dispute Resolution

## If a dispute arises in relation to this Agreement, neither party is to commence proceedings relating to the dispute unless the party has complied with this clause 14.

## A party claiming a dispute has arisen must, as soon as practicable, give written notice to the other party specifying the nature of the dispute (such notice to contain full particulars of the dispute) (Dispute Notice).

## On receipt of the Dispute Notice, the Key Contacts must endeavour to resolve the dispute through good faith negotiations. If the Key Contacts have not resolved the dispute within 10 Business Days of receipt of the Dispute Notice, the dispute will be referred to a senior executive of each party, who must endeavor to resolve the dispute through good faith negotiations.

## If the dispute is not resolved by Agreement between the parties’ senior executives within 20 Business Days of being referred to them then the parties must comply with the provisions of Schedule 2 (Alternative Dispute Resolution).

## The parties must continue to comply with all their obligations in this Agreement until the dispute is resolved.

## Nothing in this Agreement (including in Schedule 2) precludes either party from seeking urgent interlocutory relief from the courts.

# Force Majeure

## Excluding any payment obligation, neither party will be liable for its failure to perform its obligations under this Agreement during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any Force Majeure Event provided the affected party:

### promptly notifies the other party, and keeps the other party fully informed, of the nature and expected duration of, and the obligation(s) affected by, the Force Majeure Event; and

### uses reasonable endeavours to mitigate the effects of the Force Majeure Event and perform its obligations under this Agreement despite the Force Majeure Event.

## Either party may terminate this Agreement by notice in writing to the other party, with immediate effect on the date specified in that notice, if a party has been unable to perform its obligations under this Agreement as a result of a Force Majeure Event for a continuous period of 60 Business Days.

1. General

## Notices. All notices under this Agreement must be in writing, including email, and sent to the other party's Key Contact at the address (including email address) specified in the Specific Terms or notified by either party. Emails are considered received on the same Business Day, provided there is no indication of non-receipt. Other written communication is considered received when left at the specified address or at 9 am on the fifth Business Day after posting.

## No partnership or agency. Nothing expressed or implied in this Agreement will be deemed to constitute either party as the Partner, agent, or joint venturer of the other party. Neither party has the authority to bind or represent the other party in any way or for any purpose.

## Costs. A party who has an obligation to do anything under this Agreement must perform that obligation at its own expense, unless a term of this Agreement expressly provides otherwise.

## Assignment. The Partner may not assign or transfer this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ROBINSIGHT. A change in the effective management and control of the Partner is deemed an assignment or transfer of this Agreement.

## Variation. No amendment to this Agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

## Entire Agreement.

### This Agreement constitutes the entire Agreement between the parties. It supersedes any and all previous or contemporaneous agreements, understandings, negotiations, discussions, implications and commitments, whether written or oral, except as specifically outlined in this Agreement.

### Any other terms, including any general or specific terms that may appear on invoices or purchase order documentation or any other communication from either party, are expressly excluded, even if at some later date the other party signs or otherwise purports to accept the terms of that communication.

## Rights cumulative. Without prejudice to clause 16.6, the rights of the parties under this Agreement are cumulative and not exclusive of any other rights provided by this Agreement, law or in equity.

## Severability. If one or more of the provisions of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected. They will continue in full force and effect.

## Waiver. Neither party will be deemed to have waived any right under this Agreement unless the waiver is in writing and signed by that party. Any failure or delay by a party to exercise any right or power under this Agreement will not operate as a waiver of that right or power. Under this Agreement, any waiver by a party of any breach, or failure to exercise any right, will not constitute a waiver of any subsequent breach or continuing right.

## Priority. To the extent of any inconsistency between:

### any express variation to this Agreement that is signed by both parties;

### the Specific Terms (including any Additional Terms);

### these Standard Terms; and

### the Schedules

the order of priority set out above will apply (with (a) having the highest priority).

## Counterparts. This Agreement may be executed in any number of counterparts (including by PDFs), each of which will be deemed an original, and all of which together will constitute a single instrument. The parties agree that digitally scanned or other electronic copies of signatures shall be valid and binding as originals.

## Governing law and jurisdiction. This Agreement will be governed by and construed in accordance with the laws of New Zealand (to the exclusion of any conflicts of law rules) and, subject to clause 14, the parties submit to the exclusive jurisdiction of the New Zealand courts.

Schedule 1: Reserved

Schedule 2: Alternative Dispute Resolution

1. Expert Determination
   1. If a dispute is not resolved by Agreement between the parties’ senior executives within the timeframe specified in clause 14.4 of the Standard Terms then, unless both parties agree otherwise, the dispute shall be referred to expert determination. The determination of the dispute will then be conducted in accordance with the following process:
2. the expert (Expert) will be appointed by Agreement between the parties or, failing Agreement within five Business Days of one party referring, or the parties agreeing to refer, the dispute to expert determination, by the President of the New Zealand Law Society (or his or her nominee) who will be requested to appoint an expert who is suitably qualified and experienced in relation to the subject matter of the dispute;
3. the Expert will act as an expert and not as an arbitrator, and referral of the dispute to the expert will not be a submission to arbitration for the purposes of the Arbitration Act 1996 and the provisions of that Act will not govern that referral;
4. within ten Business Days of the Expert accepting the appointment, the parties will send written submissions on the dispute to the Expert and to each other and, within five Business Days of receiving the other party’s submission, will submit any written replies they wish to make to the Expert and to each other;
5. the parties will give the Expert all necessary assistance that the Expert reasonably requires to determine the dispute;
6. the Expert will, unless the parties otherwise agree, be directed to deliver a written determination to the parties within ten Business Days of having received the parties’ written submissions under clause 1.2(c);
7. the Expert will have the power to compel either party to produce any information material to the dispute which that party has in its possession and which that party could be required to produce on discovery in a court proceeding to the Expert and to the other party;
8. the Expert’s decision will be final and binding and, to the extent it is lawful to do so, the parties waive any right of appeal or review; and
9. the Expert’s fees will be at the parties’ cost, and the Expert will determine the proportion of those fees that each party will be required to pay, having regard to (amongst other things) the conduct of the parties.
10. Mediation
    1. If a dispute is not resolved by Agreement between the parties’ senior executives within the timeframe specified in clause 14.4 of the Standard Terms and if the parties agree to mediate the dispute (in the place of expert determination) then the dispute will be submitted to mediation in New Zealand in accordance with the provisions of the then-current Resolution Institute Agreement to Mediate (New Zealand Version) (Mediation).
    2. The Mediation will be conducted by a mediator, and at a fee, agreed by the parties.  If the parties fail to agree such matters within ten Business Days following the date of the delivery of the Mediation Notice, the Chair for the time being of the Resolution Institute will select the mediator and determine the mediator’s fee. MoThe parties will share equally the cost of the mediator’s fee.