

TERMS & CONDITIONS OF ENGAGEMENT

IMPORTANT NOTICE: Set out below are the Standard Terms and Conditions of Engagement for all services provided by Yellow Consulting Limited, TA: Yellow – People & Culture. Please read these terms and conditions carefully. Any engagement use of our services implies that you have read and accepted our terms and conditions.

1. Parties to and Definitions of this Agreement

- 1.1. "Yellow Consulting" for the purposes of this agreement, shall mean Yellow Consulting Limited TA: Yellow – People & Culture, any person or entity acting for or on behalf of Yellow Consulting Limited or with the permission or authority of Yellow Consulting Limited, TA: Yellow – People & Culture.
- 1.2. "Client" shall mean the Client, any person or entity acting for or on behalf of the Client or with the permission or authority of the Client as detailed on any quotation, estimate, Engagement Agreement or notation as provided by Yellow Consulting to the Client.
- 1.3. "Guarantor" shall mean any person (or persons), or entity, who agrees to be held liable for the debts incurred by the Client in the course of business between the Client and Yellow Consulting on a principal debtor basis.
- 1.4. "Services" shall mean all services supplied by Yellow Consulting to the Client and includes any recommendations or consultancy advice, seminars and meeting room hire.
- 1.5. "Price" shall mean the price payable for services as agreed between Yellow Consulting and the Client in accordance with clause 6 of this agreement.

2. Services

- 2.1. The Services provided shall be described on our invoices, quotation, and/or Engagement Agreement, or any other such form as provided by Yellow Consulting to the Client.

3. Service & Conduct

- 3.1. Where Yellow Consulting performs work for you, it will ensure that competent and suitably experienced personnel carry out all work, in a professional manner and in accordance with appropriate standards.
- 3.2. While Yellow Consulting will make every endeavour to ensure a fully professional approach to all work carried out, Yellow Consulting shall not be liable for any consequences of the provision of services to you, except for consequences arising as a direct result of the proven negligence on the part of Yellow Consulting.

4. Client Responsibilities:

- 4.1. The Client shall provide Yellow Consulting with all necessary cooperation, information, and access to personnel or documents reasonably required for the provision of services.
- 4.2. The client agrees to promptly provide Yellow Consulting with brand information, including but not limited to colours, fonts, and logos, as required for the completion of deliverables and materials.
- 4.3. The client shall promptly review and provide feedback on any drafts, designs, or materials presented by Yellow Consulting and shall not unreasonably delay or withhold approval or feedback.



- 4.4. The client acknowledges that any delays or failures to provide necessary information, cooperation, or access may result in delays or additional costs to the project, for which Yellow Consulting shall not be held responsible.
- 4.5. The client agrees to indemnify and hold harmless Yellow Consulting from any claims, damages, or liabilities arising from the client's failure to fulfil its responsibilities under this clause.
- 4.6. This Client Responsibilities clause shall survive the termination of the engagement and remain in effect as long as necessary to fulfil the obligations outlined herein.

5. Acceptance:

- 5.1. These Standard Terms of Engagement apply in respect to all work carried out by Yellow Consulting.
- 5.2. Any engagement of Yellow Consulting's Services shall constitute acceptance of the Terms and Conditions of Engagement of Yellow Consulting by the Client.
- 5.3. The terms and conditions of this agreement can only be amended with the written consent of Yellow Consulting and shall be binding on the Client.
- 5.4. In the event that the Client proposes any change to the structure of the Clients business, a change in Shareholding, Name, Directors, Premises, postal address, registered office or Sale of the business the Client shall give no less than fourteen (14) days written notice of the proposed change or changes. If any loss is incurred by Yellow Consulting the Client shall be liable for any loss suffered by Yellow Consulting due to the Client not complying with this provision.

6. Prices:

- 6.1. Yellow Consulting charges services at \$200.00 per hour, unless there has been a variation, or an individualised agreement made in writing which has been accepted by the client within 30 days of offering.
- 6.2. Project-based services will be charged as per quotations provided in the engagement agreement.
- 6.3. For meetings requested by clients that necessitate our physical presence onsite, either at the client's location or any other designated venue, a flat fee of \$50 will be charged in addition to the agreed-upon service charges. This fee covers travel expenses incurred by our team. Alternatively, clients may opt for video conferencing arrangements or choose to hold meetings at our Kendal Ave office without incurring additional travel costs. Any exceptions to this must be agreed upon in writing prior to the scheduled meeting.
- 6.4. Prices are subject to change due to technological advances and other various reasons.
- 6.5. Unless otherwise expressly stated, the prices quoted in this, and any engagement agreement are exclusive of GST.
- 6.6. Quotes for projects are valid for 30 days from the date of the quote. If the Client's instructions change then any further expense or cost shall be in addition to the quoted price.
- 6.7. In providing services we may have to make payment to third parties on your behalf. These will be included in your invoice when the expense is incurred.

7. Invoices:

- 7.1. An invoice will be forwarded to you either on completion of each job, or at the end of the month.
- 7.2. Payment is due within seven days from the date of the invoice unless advised otherwise on the invoice, or agreed in engagement documentation.



8. Payment Terms

- 8.1. As in Clause 7.2 above, all invoices shall be paid no later than seven days of the invoice date unless by prior arrangement.
- 8.2. Payment shall not be deemed to have been received unless the payment is made in cash or cleared funds are deposited in Yellow Consulting's nominated account. Any other form of payment will not be receipted as paid until the transaction is deemed to be honoured.
- 8.3. The Client also understands and agree to pay any interest costs at the current bank business overdraft rate calculated daily from the date when payment was due, until made in full as well as any collection charges, legal fees, salvage charges, storage costs and any other costs incurred in the event of late payment
- 8.4. GST and other taxes and duties that may apply will be added to the price unless they are expressly included in the Price

9. Credit Checks:

- 9.1. Yellow Consulting may undertake credit checks with credit agencies if deemed necessary.

10. Non-Payment:

- 10.1. If the account is overdue, Yellow Consulting can refuse to provide or continue the service and charge interest on the overdue amount at the rate of 2% per calendar month calculated from the date of the invoice to full and final payment.
- 10.2. If the Client payment remains overdue, Yellow Consulting may refer the amount owing to a debt collection agency and all costs of recovery and enforcement shall be at your expense in addition to the amount owing.
- 10.3. The Client is liable for any costs and expenses Yellow Consulting incurs to enforce its rights under these terms of engagement.

11. Ownership of Work Product and Intellectual Property:

- 11.1. Any deliverables, reports, or materials created by Yellow Consulting containing intellectual property and provided to the Client during the engagement shall remain the exclusive property of Yellow Consulting, unless otherwise agreed upon in writing.
- 11.2. The client acknowledges that Yellow Consulting retains all intellectual property rights, including but not limited to copyright, trademark, and patent rights, in any work product produced as a result of the services rendered.
- 11.3. Upon receipt of full payment for the services provided, Yellow Consulting grants the client a non-exclusive, non-transferable license to use the work product solely for the client's internal business purposes.
- 11.4. The client shall not reproduce, distribute, modify, or publicly display the work product without prior written consent from Yellow Consulting.
- 11.5. The Client shall not distribute or sell any works or documents to any third party as supplied to the Client by Yellow Consulting without the written consent of Yellow Consulting.
- 11.6. Yellow Consulting reserves the right to reuse, modify, or repurpose any work product for other clients or purposes, provided that any confidential information or proprietary data belonging to the client is appropriately safeguarded.
- 11.7. In the event of termination of the engagement, any unfinished work product or materials shall remain the property of Yellow Consulting, unless otherwise agreed upon in writing by both parties.
- 11.8. This Ownership of Work Product clause shall survive the termination of the engagement and remain in effect indefinitely.



12. Legal Disclaimer:

- 12.1. Yellow Consulting hereby expressly declares that it is not a law firm and does not provide legal advice.
- 12.2. Any information, guidance, or recommendations provided by Yellow Consulting are for general informational purposes only and should not be construed as legal advice.
- 12.3. Clients are strongly advised to seek independent legal counsel for specific legal matters or concerns.
- 12.4. Yellow Consulting disclaims any liability for decisions made or actions taken based on the information or advice provided.

13. Liability:

- 13.1. Liability of Yellow Consulting for any breach of any service, term or condition will be limited to the cost of having the service performed again.
- 13.2. If the Client is not satisfied with any aspect of the services when provided or completed, they must advise Yellow Consulting within seven (7) days of completion. If the client does not do so, then Yellow Consulting will not have any further liability in respect of alleged imperfections.
- 13.3. Under no circumstances will Yellow Consulting be liable to the Client for any consequential, indirect, special, incidental or punitive damages (including but not limited to loss of wages, loss of profit, loss of revenue or production, production stoppage, or Employment Court or other related costs or settlements), regardless of the form of action, whether in an agreement, tort or otherwise.

14. Right of Cancellation

- 14.1. Yellow Consulting may cancel any contract to which these Terms and Conditions apply at any time before the services have been completed by giving written notice to the Client. Yellow Consulting shall not be liable for any damages or losses arising from such cancellation.
- 14.2. Should the Client cancel any contract with Yellow Consulting the Client shall be liable for any loss incurred by Yellow Consulting (including but not limited to loss of profits) up to the time of Cancellation.

15. Force Majeure

- 15.1. No party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, embargoes, government orders or any other force majeure event.
- 15.2. Upon occurrence of any Force Majeure Event, Yellow Consulting shall give notice to the Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

16. : Privacy Act 2020 and Data Protection

- 16.1. The Client and the Guarantor/s (if separate to the Client) authorises Yellow Consulting to:
 - a) collect, use and retain any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and
 - b) disclose information about the Client, whether collected by Yellow Consulting from the Client directly or obtained by Yellow Consulting from any other party, to any other credit



provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

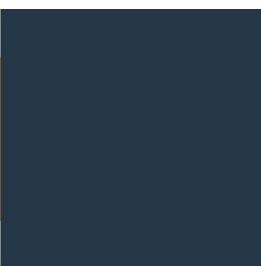
- 16.2. The Client and/or Guarantors shall have the right to request from Yellow Consulting, a copy of the information about the Client and/or Guarantors retained by Yellow Consulting and the right to request Yellow Consulting to correct any incorrect information about the Client and/or Guarantors held by Yellow Consulting.
- 16.3. Yellow Consulting will implement appropriate technical and organisational measures to safeguard client data against unauthorised access, disclosure, alteration, or destruction.
- 16.4. Yellow Consulting may disclose client data to third-party service providers or subcontractors solely for the purpose of delivering services, provided that such third parties are bound by confidentiality and data protection obligations consistent with this clause and applicable laws. Yellow Consulting may retain client data for as long as necessary to fulfill the purposes outlined in this clause or as required by law.
- 16.5. Yellow Consulting will promptly notify the client in the event of any unauthorised access, disclosure, or loss of client data.
- 16.6. The client acknowledges and accepts that the transmission of data over the internet or any electronic communication system is not completely secure, and Yellow Consulting cannot guarantee the security of client data transmitted to or from Yellow Consulting's systems..

17. Mailing List Subscription:

- 17.1. By entering into an agreement with Yellow Consulting, the Client agrees to be added to Yellow Consulting's mailing list.
- 17.2. Yellow Consulting may use the Client's contact information, including email address and/or mailing address, for the purpose of sending newsletters, promotional offers, updates, and other communications related to Yellow Consulting's products and services.
- 17.3. The Client may unsubscribe from Yellow Consulting's mailing list at any time by following the instructions provided in the communications or by contacting Yellow Consulting directly.
- 17.4. Yellow Consulting respects the privacy of its clients and will not share or sell their contact information to third parties for marketing purposes without explicit consent, except as required by law.
- 17.5. By agreeing to be added to Yellow Consulting's mailing list, the Client acknowledges and accepts Yellow Consulting's Privacy Policy regarding the collection, use, and disclosure of personal information.

18. Dispute Resolution

- 18.1. All disputes and differences between the Client and Yellow Consulting concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996



19. General:

- 19.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the existence, validity legality and enforceability of the remaining provisions shall not be prejudiced, affected or impaired.
- 19.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand or as otherwise directed by the Court.
- 19.3. Yellow Consulting shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Yellow Consulting of these terms and conditions.
- 19.4. In the event of any breach of this contract by Yellow Consulting the remedies of the Client shall be limited to damages which under no circumstances shall exceed the contract price for Services provided and limited to the amount of monies paid to Yellow Consulting by the Client in part or full whichever is the lesser amount.
- 19.5. The Client shall not be entitled to set off against or deduct from the price any sums owed or claimed to be owed to the Client by Yellow Consulting.
- 19.6. Unless otherwise agreed in writing, Yellow Consulting may license or sub-contract all or any part of their rights and obligations without the Client's consent.
- 19.7. Yellow Consulting reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which they are published on the Yellow Consulting website.
- 19.8. Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 19.9. The failure by Yellow Consulting to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Yellow Consulting right to subsequently enforce that provision.

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