

SERVICES AGREEMENT

NEURODIVERSITY COURSES, CONSULTING, & COACHING

SECTION A: SCHEDULE

TERM	MEANING
we, us, our, or the supplier	Human Fabric Limited, NZBN 9429052506079 Address: 5 Tiri Tiri Road, Birkdale, Auckland 0626 Key Contact: Jenny Turner – Director Phone: 021 0815 2381 Email: jenny@humanfabric.co.nz
You, your, or the client	As outlined in our quote and cover email.
Services	We will provide you the services outlined in our quote and cover email.
Deliverables & timeframe	We will provide you the deliverables at the timeframe outlined in our quote and cover email.
Requirements from you	To deliver the services, we require from you any requirements specified in our quote and cover email.
Exclusions	As outlined in the quote and cover email.
Start Date	As outlined in the quote and cover email.
End Date	As outlined in the quote and cover email.
Price	As outlined in our quote and cover email.
Payment Terms	Payment is due within 7 days of invoice.
Specific conditions	None.

EXECUTION

EXECUTED for and on behalf of **Human Fabric Limited NZBN 9429052506079** by a duly authorised representative:

Signature

Name

Date

EXECUTED for and on behalf of _____
by a duly authorised representative:

Signature

Name

Date

SECTION B: GENERAL TERMS AND CONDITIONS

1 INTERPRETATION

1.1 **Definitions:** In the Agreement, the following terms have the stated meaning:

Agreement: Section A (Schedule), and Section B (General Terms and Conditions).

Confidential Information: the terms and conditions of the Agreement and any information that is not public knowledge and which is obtained from the other party in the course of, or in connection with, the Agreement. The Supplier's Confidential Information includes Intellectual Property owned by the Supplier.

Fees: the fees set out in the Key Details.

Force Majeure: 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.

Intellectual Property Rights: includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered or unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning.

Schedule: the agreement specific details set out in Section A of the Agreement.

Services: the services set out in the Schedule.

1.2 **Interpretation:** In the Agreement:

- a) clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;
- b) words in the singular include the plural and vice versa; and
- c) a reference to:
 - (i) a party to the Agreement includes that party's permitted assigns; and
 - (ii) including and similar words do not imply any limit.

2 OBLIGATIONS

2.1 **General:** In addition to the other obligations of the Agreement:

- a) we must provide the Services:
 - (i) in accordance with the Agreement, including any requirement set out in the Schedule, and all applicable laws;
 - (ii) exercising reasonable care, skill and diligence; and
 - (iii) using suitably skilled, experienced and qualified staff; and
- b) you must promptly make decisions (including approvals) and provide us with all information reasonably required to provide the Services; and

- c) the information you provide to us must be true, correct and complete.

3 WARRANTIES

- 3.1 General:** We warrant that the Services will, at the time they are provided, materially conform to the requirements for the Services set out in the Schedule.
- 3.2 Breach of warranty:** If the Services do not meet a warranty, at your request and at our cost, we must reperform the Services so that they meet or satisfy that warranty. Our obligation under this clause 3.2 is your sole remedy against us for breach of warranty.
- 3.3 Exclusions:**
 - a) To the maximum extent permitted by law, our warranties are limited to those stated in clause 3.1. Any implied condition or warranty (including any warranty under Part 3 of the New Zealand Contract and Commercial Law Act 2017) is excluded.
 - b) You agree and represent that you are acquiring the Services for the purposes of trade. The parties agree that:
 - (i) to the maximum extent permissible by law, the New Zealand Consumer Guarantees Act 1993 does not apply to the supply of the Services or the Agreement; and
 - (ii) it is fair and reasonable that the parties are bound by the Agreement, including this clause 3.3.

4 INTELLECTUAL PROPERTY

- 4.1 Retained Intellectual Property:** The following Intellectual Property (including any modification, enhancement or derivative work of that Intellectual Property) remains the property of the current owner, regardless of its use in the Services:
 - a) Intellectual Property that existed prior to the date of the Agreement; and
 - b) Intellectual Property that was developed independently of the Agreement.
- 4.2 Know-how:** To the extent not owned by us, you grant us a royalty-free, transferable, irrevocable and perpetual licence to use for our own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of the Services.
- 4.3 Ownership going forward:**
 - a) Subject to clauses 4.1 and 4.2, all new Intellectual Property created or developed by us in providing the Services, is owned by you on payment in full of all of the Fees relating to those Services.
 - b) If new Intellectual Property described in clause 4.3a incorporates our Intellectual Property or any third party material, we grant or must obtain for you an irrevocable, perpetual, non-transferable and fully paid license to use that Intellectual Property or third party material within New Zealand for your internal business purposes.

5 CONFIDENTIALITY AND PRIVACY

5.1 Security: Each party agrees that, unless it has the prior written consent of the other party, it will:

- keep confidential at all times the Confidential Information of the other party; and
- ensure that any personnel or professional advisor to whom a party discloses the other party's Confidential Information is aware of, and complies with, this clause 5.1.

5.2 Disclosure required: The obligations of confidentiality in clause 5.1 do not apply to any disclosure:

- for the purpose of performing the Agreement or exercising a party's rights under the Agreement;
- required by law (including under the rules of any stock exchange);
- of Confidential Information which:
 - is publicly available through no fault of the recipient of the Confidential Information or its personnel; or
 - was rightfully received from a third party without restriction and without breach of any obligation of confidentiality; or
- by the Supplier if required as part of a bona fide sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Supplier enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 5.

5.3 Return of information: Except to the extent that a party has ongoing rights to use Confidential Information, a party must, at the request of the other party following the expiry or termination of the Agreement, promptly return to the other party or destroy all Confidential Information of the other party in the recipient party's possession or control.

5.4 Personal information: We will comply with the Privacy Act 2020 and will securely store and process all personal information in accordance with our Privacy Policy.

6 PRICE AND PAYMENT

6.1 Fees: You agree to pay us the Price, for the delivery of the Services, in accordance with the Payment Terms.

6.2 Invoicing:

- We must provide you with valid GST tax invoices on the dates set out in the Schedule.
- The Fees exclude GST, which you must pay on taxable supplies under the Agreement.
- You must pay our invoice:
 - Within 7 days of invoice; and
 - electronically in cleared funds without any set off or deduction.

6.3 Overdue amounts: If any amounts are unpaid 7 days after the payment date, we may charge interest at a rate equal to the Reserve Bank of New Zealand's cash rate from time to time plus 8% per annum (calculated daily and compounding monthly) or we may suspend the provision of the Services until we receive payment.

6.4 No refunds: The Fees are non-refundable once paid, except where required by law or expressly agreed in writing by the Supplier. Cancellation of Services after commencement does not entitle the Client to a refund of any portion of the Fees.

7 LIABILITY

7.1 Maximum liability: The maximum aggregate liability of us under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed the Fees paid and/or payable by you under the Agreement for Services properly provided in accordance with the Agreement.

7.2 Unrecoverable loss: Except for your liability to pay the Fees, neither party is liable to the other under or in connection with the Agreement for any loss of profit, data, savings, business, revenue, and/or goodwill, or any indirect, consequential, incidental or special loss or damage of any kind.

7.3 Unlimited liability:

- a) Clauses 7.1 and 7.2 do not apply to limit our liability for:
 - (i) personal injury or death;
 - (ii) fraud or willful misconduct; or
 - (iii) breach of clause 6.
- b) Clause 7.2 does not apply to limit your liability for those matters stated in clauses 7.3ai to 7.3aiii.

7.4 No liability for the other's failure: Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent the failure is directly caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

7.5 Mitigation: Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

7.6 Insurance: We will maintain \$1 Million of professional indemnity insurance and provide evidence upon request

8 TERM AND TERMINATION

8.1 Duration: Unless terminated under this clause 8, the Agreement starts and ends on the dates set out in the Key Details.

8.2 **No fault termination:** Either party may terminate the Agreement on no less than one month's prior notice to the other party.

8.3 **Other termination rights:** Either party may, by notice to the other party, immediately terminate the Agreement if the other party:

- a) breaches any material provision of the Agreement and the breach is not:
 - (i) remedied within 10 days of the receipt of the notice from the first party requiring it to remedy the breach; or
 - (ii) capable of being remedied;
- b) has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of external administration, or ceases to continue business for any reason; or
- c) is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.

8.4 **Consequences of expiry or termination:**

- a) Expiry or termination of the Agreement does not affect each party's rights and obligations accrued before the expiry or termination date.
- b) You must pay for Services provided before the expiry or termination date.

8.5 **Obligations continuing:** Clauses which, by their nature are intended to survive expiry or termination, including clauses 4, 5, 6, 7 and 8, continue in force.

9 DISPUTES

9.1 **Good faith negotiations:** Before taking any court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations.

9.2 **Obligations continue:** Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.

9.3 **Right to seek relief:** This clause 9 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

10 GENERAL PROVISIONS

10.1 **Force Majeure:** Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:

- a) immediately notifies the other party and provides full information about the Force Majeure;
- b) uses best endeavours to overcome the Force Majeure; and
- c) continues to perform its obligations as far as practicable.

10.2 **Waiver:** To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.

10.3 Independent contractor: We are an independent contractor to you. No other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.

10.4 Notices: A notice given by a party under the Agreement must be delivered via email to an email address notified by the other party for this purpose.

10.5 Severability: Any illegality, unenforceability or invalidity of a provision of the Agreement does not affect the legality, enforceability or validity of the remaining provisions of the Agreement.

10.6 Variation: Any variation to the Agreement must be in writing and signed by both parties.

10.7 Entire Agreement: The Agreement sets out everything agreed by the parties relating to the Services and supersedes and cancels anything discussed, exchanged or agreed prior to the Agreement's start. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Agreement's start. Without limiting the previous sentence, the parties agree to contract out of sections 9, 12A, and 13 of the Fair Trading Act 1986, and it is fair and reasonable that the parties are bound by this clause 10.7.

10.8 Subcontracting and assignment: Neither party may assign, subcontract or transfer any right or obligation under the Agreement without the prior written approval of the other (not to be unreasonably withheld). The first party remains liable for its obligations under the Agreement despite any approved assignment, subcontracting, or transfer.

10.9 Law: The Agreement is governed by, and must be interpreted in accordance with, the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with the Agreement.

10.10 Compliance & ethics: Each party will comply with all applicable laws, including those relating to anti-bribery, anti-corruption, privacy, and modern slavery. We will conduct our business in an ethical and environmentally responsible manner.

10.11 Health & safety: We will comply with the Health and Safety at Work Act 2015 and any reasonable client site requirements, and will ensure that our personnel are competent and take all practicable steps to work safely.

10.12 Counterparts: The Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter the Agreement by signing and sending (including by email) a counterpart copy to the other party.