

A Standard Terms of Business

A.1 Services

Melville Jessup Weaver services are invoiced monthly and are due for payment by the 20th of the following month.

Invoices are based upon timesheets kept by each consultant.

A.2 Timetable

Melville Jessup Weaver will make its best endeavours to meet any agreed timetable.

A.3 Charge out rates

Melville Jessup Weaver services are charged to the client either on a time or a project basis unless otherwise agreed.

The hourly charge out rates are reviewed annually in line with inflation, to take effect from April in each year. The current hourly rates in force are available on request.

Alternatively, if a project basis for an assignment is required, agreement as to the cost of services for a specific project is determined in advance with the client.

A.4 Disbursements

With the prior written agreement of the client, costs incurred by Melville Jessup Weaver for out of town travelling, accommodation and other disbursements will be charged to the client.

A.5 Additional charges

If, as a consequence of the provision of services or products to the client, Melville Jessup Weaver becomes responsible for sales tax, customs duty or other taxes, duties, tariffs, levies or surcharges imposed by any governmental or statutory authority, these extra costs will be charged to the client.

An invoice will be issued monthly and will be due for payment by the 20th of the following month.

A.6 Termination

The client may terminate at any time and with immediate effect any services provided on a time and materials basis by giving notice in writing to Melville Jessup Weaver. The client will be charged for services only up to the time of termination.

Under any other circumstances, termination shall be subject to agreement between Melville Jessup Weaver and the client. In the event of termination, Melville Jessup Weaver shall be entitled to a fair price for work already done.

A.7 Legal jurisdiction

Melville Jessup Weaver provides its services and products under the laws of New Zealand.

A.8 Professional responsibility

Melville Jessup Weaver accepts that there is a professional responsibility to provide services and products which, as far as is reasonably practical, meet the terms of reference, specifications and standards agreed between Melville Jessup Weaver and the client.

Melville Jessup Weaver undertakes to remedy any problems on a time and materials basis and to comply as far as is reasonably practical with the terms of reference, specifications and standards.

A.9 Confidentiality

All information received and output produced by Melville Jessup Weaver for the client is treated in the strictest confidence. Melville Jessup Weaver employees are required to sign a confidentiality undertaking related to their employment.

A.10 Limit of liability

The maximum liability of Melville Jessup Weaver, its directors or employees for any liabilities, expenses, losses, damages and costs suffered or incurred by the client as a result of, or related to, Melville Jessup Weaver's provision of professional services to the client will be, in respect of all liabilities, expenses, losses, damages and costs, \$500,000 except in cases of wilful default, fraud or dishonesty by Melville Jessup Weaver, its directors or employees. This limitation of liability is intended to provide a benefit to Melville Jessup Weaver's directors and employees for the purposes of the Contract and Commercial Law Act 2017.

A.11 Form of agreement

The agreement between Melville Jessup Weaver and the client shall include all correspondence and contracts between the parties.

A.12 Financial advice

Any financial advice provided to the client by Melville Jessup Weaver is done so on the basis that Melville Jessup Weaver has determined that the client is a "wholesale client" as defined in the Financial Markets Conduct Act 2013 (Schedule 1, Part 3, clauses 36-41). If the client at any time believes it no longer qualifies as a "wholesale client", it should notify Melville Jessup Weaver immediately.