

## Global Terms of Business

This Agreement governs access to and use of the Extraordinary Platform and the Extraordinary Services by the Customer and Cardholders.

### 1. Definitions

1.1. In this Agreement, the following terms and expressions shall have the following meaning:

**Acceptable Transaction** means any transaction using an Extraordinary Card that is consistent with the restrictions associated with the category applicable to the contribution, including any limits and restrictions set by the Customer and the Card Issuer on the use of the Extraordinary Card from time to time (including transaction limits and daily count transaction limits).

**Account** means the account nominated/held by Extraordinary on behalf of the Customer.

**Account Activation Date** means the date on which the Account is activated.

**Agreement** means the global terms of business in the body of this agreement together with the Schedule and our Privacy Policy, as each may be amended from time to time in accordance with its provisions.

**Applicable Modules** means a Module that requires payment of a Cardholder Platform Fee to enable a Cardholder to access that Module.

**Available Card Balance** means the balance that Extraordinary has recorded as available for a Cardholder to make Acceptable Transactions at the time of an Acceptable Transaction being made.

**Business Day** means a day on which banks are open for general banking business in Auckland, New Zealand, excluding Saturdays, Sundays or public holidays in Auckland, New Zealand.

**Card Issuer** means Change Labs New Zealand Pty Ltd or such other card issuer as notified by Extraordinary to the Customer in writing.

**Cardholder** means a person who is nominated by the Customer to use an Extraordinary Card and who has received an account activation invitation.

**Cardholder Account** means the record of account maintained by Extraordinary and/or the Card Issuer where Acceptable Transactions made by a Cardholder using an Extraordinary Card are debited and funds are credited by Extraordinary from the Account against those Acceptable Transactions.

**Cardholder Platform Fee** means the fee specified in the Schedule that enables access to certain of the Modules.

**Confidential Information** means all information, data, documents, reports, files, agreements or other materials disclosed by us to you or to any Cardholders

in connection with the Extraordinary Services and/or the Extraordinary Platform (whether in oral, written, electronic or other tangible or documented form) and includes the information referred to in clause 9.2.

**Controllable Allowance Module** means a module that enables the Customer to create custom allowances, set a contribution amount for a Cardholder and allocate contributions to selected categories.

**Deposit** means the amount held in the Account.

**Digital Card** means a digital Extraordinary Card that is not a digital version of a Cardholder's Physical Card, and that can be added to the Cardholder's digital wallet.

**Digital Card Fee** means the fee specified in the Schedule for the provision of a single Digital Card.

**Effective Date** means the date on which this Agreement is signed by both Parties.

**Extraordinary** means Extraordinary Pay Limited (NZBN: 9429048665674). **We, us** and **our** has a corresponding meaning.

**Extraordinary Card** means a physical, digital or virtual reloadable prepaid debit card issued by the Card Issuer that provides a Cardholder with the means to access the Available Card Balance on the Cardholder Account to make Acceptable Transactions.

**Extraordinary Card Fees** means the Physical Card Fees and/or the Digital Card Fees (as applicable).

**Extraordinary Platform** means the web app or app based platform used by Extraordinary to deliver the Extraordinary Services and that allows the Customer to manage the provision and use of Extraordinary Cards, including by allocating contributions to Cardholders, selecting categories of contributions, nominating approved merchants and setting limits and restrictions on the Available Card Balance and the Cardholder Account.

**Extraordinary Services** means the provision of the Extraordinary Platform and any and all services provided by Extraordinary pursuant to this Agreement, including the distribution of Extraordinary Cards, the provision of customer support and all activities of Extraordinary to enable the Customer and Cardholders to access and use the Extraordinary Platform and Extraordinary Cards, including the Modules.

**Fees** means the fees described in this Agreement for access to and use of the Extraordinary Services, Extraordinary Cards and Extraordinary Platform.

**Force Majeure Event** means any event the occurrence of which is beyond the reasonable control of a Party including (but not limited to) Act of God, fire, flood,

lightning, storm, tempest, earthquake, strikes, lockouts or other industrial disputes, epidemic or pandemic, acts of war, riots, explosion, government restriction, unavailability of equipment or other causes (whether the kind listed above or otherwise).

**Gifting Module** means a module that enables the Customer to set a contribution amount for a Cardholder for a gift and allocate the contribution amount to selected categories.

**Implementation Fee** means the fee specified in the Schedule for onboarding the Customer.

**Initial Term** has the meaning given in the Schedule.

**Load Fee** means a fee that applies each time an amount is allocated to a Cardholder, and that is calculated as a percentage (at the percentage rate specified in the Schedule) of such amount that is made available to a Cardholder on a Cardholder Account.

**Minimum Deposit Amount** means an amount no less than twenty-five (25) per cent of the total Available Card Balance for all Cardholders at any time.

**Modules** means the Controllable Allowance Module, the Reward & Recognition Module, the Public Transport Module and the Gifting Module, as may be amended from time to time.

**Parties** means the parties to this Agreement, being Extraordinary and the Customer, and **Party** means any one of them as the context requires.

**Payment Service** means any and all processing (including data processing), technology, analytic services, and other products and services, in each case provided by any Payment Service Provider for purposes of or in connection with any Acceptable Transaction.

**Payment Service Provider** means any third party that is involved in providing or operating any product or service to enable or in support of the use of any payment method, including banks, other financial institutions, their service providers, merchants and issuers.

**Personal Information** has the meaning given to it in the Privacy Act 2020.

**Physical Card** means a physical, plastic Extraordinary Card.

**Physical Card Fee** means the fee specified in the Schedule for the provision (including printing and distribution) of a single Physical Card.

**Privacy Policy** means our Privacy Policy as available on the Extraordinary website, as may be amended from time to time.

**Public Transport Module** means a module that enables the Customer to add contributions under the

Public Transport category to an employee's Cardholder Account that can only be used by the Cardholder to add funds to one of four public transport cards to pay for public transport.

**Renewal Term** has the meaning given in clause 6.2.

**Reward & Recognition Module** means a module that enables the Customer or a Cardholder to set a contribution amount for a Cardholder for a reward and allocate the contribution amount to selected categories.

**Schedule** means the schedule of key terms on the cover page of this Agreement.

**Term** collectively refers to the **Initial Term** and any subsequent **Renewal Term**.

**Third Party Systems** has the meaning given in clause 2.6.

**Total Cardholder Platform Fee** shall be calculated in accordance with clause 5.4.

**Virtual Card** means a digital version of a Cardholder's Physical Card that can be added to the Cardholder's digital wallet.

- 1.2. Capitalised terms used but not otherwise defined in clause 1.1 will have the meanings given to them in the Schedule.
- 1.3. In the interpretation of this Agreement, unless the context requires otherwise:
  - (i) a reference to a "**Party**" to this Agreement includes that Party's successors and permitted assigns;
  - (ii) any reference to a "**person**" includes an individual, body corporate, an association of persons (whether corporate or not), a trust, a state, a government authority and any other entity (in each case, whether or not having separate legal personality and wherever established or existing);
  - (iii) specifying anything in this Agreement after the words '**including**', '**includes**' or '**for example**' or similar expressions does not limit what else is included; and
  - (iv) the singular includes the plural and vice versa.
2. **Extraordinary responsibilities**
  - 2.1. Extraordinary provides:
    - (i) you and your Cardholders with an interface or portal to access the Extraordinary Services; and
    - (ii) the means for Cardholders to access the Available Card Balance on the Extraordinary Card to make Acceptable Transactions.
  - 2.2. To enable the use and auditing of the Extraordinary Services, Extraordinary will:
    - (i) contact the Cardholders to obtain on-boarding information required by law, including under the

Anti-Money Laundering and Countering Financing of Terrorism Act 2009;

- (ii) make the Extraordinary Platform available to you and Cardholders;
- (iii) enable, and disable, Extraordinary Cards, as instructed by you;
- (iv) undertake a monthly Cardholder count and notify you of the Cardholder count; and
- (v) on request, generate, and provide to you (to the extent permitted by law), a summary of expenditure by Cardholders in connection with the Extraordinary Services and the Extraordinary Platform.

2.3. The Extraordinary Card can only be used to make Acceptable Transactions by a Cardholder if the transaction amount does not exceed the Available Card Balance and there are sufficient funds in the Account. The Extraordinary Card does not permit withdrawal of cash or cash advance. The Extraordinary Card cannot be used for illegal transactions or to purchase illegal goods or services. We will not be held liable if any merchant or an EFTPOS terminal does not accept the Extraordinary Card.

2.4. If we notify you of a change of the Card Issuer, you will be deemed to have accepted the terms that a new card issuer applies if you continue using the Extraordinary Services.

2.5. Extraordinary is not a bank, deposit taking institution or money transmitting institution. Accordingly, all Payment Services made available through the Extraordinary Services are provided by or through the merchant's acquiring bank.

2.6. The Extraordinary Services rely upon equipment, terminals, devices, media, networks, systems and other hardware and software provided or controlled by third parties, including the Card Issuer (collectively, "**Third Party Systems**"). Extraordinary will use its reasonable endeavours to ensure that the Extraordinary Platform does not have material downtime, but Extraordinary does not control or take responsibility, and is not liable, for the operation of any Third Party Systems.

2.7. Except to the extent Extraordinary materially breaches its obligations in this Agreement:

- (i) your sole recourse for any and all claims, losses, and other issues associated with any Payment Service, including for late payments, chargebacks, fraud, security incidents, improper or unauthorised use of data, and otherwise associated with any Acceptable Transaction, shall be by you solely against your Cardholder or the applicable Payment Service Provider directly; and

- (ii) Extraordinary has no responsibility or liability for any performance, function, operation, or failures of any Payment Service or Payment Service Provider.

### 3. Your responsibilities

3.1. **Cardholders and accuracy of information:** you acknowledge and agree that you are responsible for:

- (i) the acts and omissions of all Cardholders using the Extraordinary Platform, Extraordinary Cards and Extraordinary Services and for ensuring that each Cardholder complies with this Agreement; and
- (ii) the accuracy, quality and legality of all data relating to Cardholders that you provide on the Extraordinary Platform or in connection with the Extraordinary Services.

3.2. **Lost or stolen Extraordinary Card:** The security of the Extraordinary Card is very important, and you and the Cardholder must take reasonable steps to protect the Extraordinary Card from loss or theft. If you or the Cardholder becomes aware that the Extraordinary Card or device is lost or stolen or is damaged, or you or the Cardholder have reason to suspect an unauthorised transaction or that someone else may know the PIN, you or the Cardholder must notify us immediately by:

- (i) contacting us via live chat within the Extraordinary Platform between 8am and 6pm Monday to Friday on Business Days; or

- (ii) sending a notification by email to [support@extraordinarypay.com](mailto:support@extraordinarypay.com)

Extraordinary will cancel the Extraordinary Card as soon as a report is made.

3.3. **Details of reporting:** You or the Cardholder may be required to report in writing and provide details of the loss, theft, or misuse of the Extraordinary Card. When a report is made verbally by telephone, a notification number or some other form of acknowledgement will be provided. You or the Cardholder should retain this as evidence of the time and date of your report.

3.4. **Found Extraordinary Card:** If the Extraordinary Card or device has been lost or stolen and the Extraordinary Card or lost device is found after making the report, the Cardholder must not attempt to use the physical Extraordinary Card, or the Extraordinary Card associated with that device.

3.5. **Delay or failure to report:** You acknowledge that any delay or failure to report a lost or stolen Extraordinary Card to us may result in the fraudulent use of the Extraordinary Card. You will continue to be liable to pay for the redemption of any Available Card Balance on an Extraordinary Card prior to a report being made under clause 3.2. If an Acceptable Transaction is settled using an Extraordinary Card, the Available Card Balance will be debited and funds will be credited by Extraordinary from the Account against those Acceptable Transactions.

**3.6. Prohibited conduct:** You agree not to (and will procure that the Cardholders will not):

- (i) use the Extraordinary Services or the Extraordinary Platform for any illegal or fraudulent purpose or in violation of any applicable laws;
- (ii) interfere with any security-related features of the Extraordinary Platform, including by (a) disabling or circumventing features that prevent or limit use; or (b) attempting to discover or recreate the source code of any portion of the Extraordinary Platform, except to the extent that the activity is expressly permitted by applicable law;
- (iii) attempt to gain unauthorised access to the Extraordinary Platform in whole or in part;
- (iv) interfere with or disrupt the integrity or the performance of the Extraordinary Platform;
- (v) copy the Extraordinary Platform or any part, feature, function, or user interface thereof, or use the Extraordinary Services to access or use any of Extraordinary's intellectual property except as expressly permitted under this Agreement;
- (vi) access the Extraordinary Platform in whole or in part in order to build a competitive product or service, or benchmark with a product or service not developed by Extraordinary, or in any way modify, translate or create derivative works based on the Extraordinary Platform; or
- (vii) attempt to do any of the acts described in this clause 3.6 or assist or permit any Cardholder in engaging in any of the acts described in this clause 3.6.

## 4. Deposit

**4.1. Payment of Deposit:** You agree to pay an amount no less than the Minimum Deposit Amount to Extraordinary before the Account Activation Date, to be held by Extraordinary in the Account and applied by Extraordinary against Acceptable Transactions made by Cardholders, and as surety for payment of all amounts due under this Agreement.

**4.2. Customer responsible for Deposit amount:** You agree that you are responsible for ensuring that the amount of the Deposit at any time is no less than the Minimum Deposit Amount and is sufficient for all Acceptable Transactions made by Cardholders to be settled at the time that such Acceptable Transactions are made.

**4.3. Replenishment of Deposit:** Extraordinary will notify you if the amount of the Deposit falls below the Minimum Deposit Amount at any time and you agree to promptly deposit a further amount so that the amount of the Deposit is no less than the Minimum Deposit Amount. Such further amounts may be invoiced by Extraordinary to the Customer under this Agreement or may be paid by direct debit or by transfer to

Extraordinary's bank account as notified by Extraordinary to the Customer from time to time.

**4.4. Depletion of Deposit:** If, at any time, the Deposit is entirely depleted, you acknowledge that the Extraordinary Cards of Cardholders will not permit further Acceptable Transactions to be made until the Deposit is reinstated to at least the Minimum Deposit Amount.

**4.5. Interest and repayment of amounts held in Account:** The Parties agree that:

- (i) no interest shall accrue to the Customer on funds held in the Account or made available on a Cardholder Account; and
- (ii) subject to clause 4.5(i), the funds held by Extraordinary in the Account shall be paid back to the Customer on the later of the date this Agreement is terminated in accordance with its terms and the date on which no amounts are due to Extraordinary under this Agreement.

**4.6. Request to withdraw funds held in Account:** You may notify us in writing (by email from an authorised Customer representative to [accounts@extraordinarypay.com](mailto:accounts@extraordinarypay.com)) at any time during the Term if you wish to withdraw any funds held in the Account provided that:

- (i) the amount of the Deposit shall not fall below the Minimum Deposit Amount; and
- (ii) you provide full details of your account, including a bank deposit slip.

**4.7. Withdrawal of funds held in Account:** Subject to the provisions of this clause 4, we will acknowledge a request made under clause 4.6 within two Business Days of receipt. We may notify you if further information is required to support the request. If sufficient information has been provided and verified to our reasonable satisfaction, we will complete the withdrawal and shall be entitled to rely on a request made under this clause 4.

## 5. Fees and Payment

**5.1. Fees:** You agree to pay the Fees in the manner and at the times set out in this Agreement.

**5.2. Invoicing on Effective Date:** Extraordinary will issue an invoice to you for the Implementation Fee and the Co-branded Card Design Fee (if selected by you) on the Effective Date.

**5.3.** You agree to pay the following Fees in accordance with this clause 5:

- (i) Implementation Fee;
- (ii) Co-branded Card Design Fee (if selected by you);
- (iii) Extraordinary Card Fees;
- (iv) the Total Cardholder Platform Fee;
- (v) the Load Fee;

- (vi) any other fees specified in the Schedule;
- (vii) all amounts incurred by Cardholders or incurred in respect of Extraordinary Cards issued to Cardholders; and
- (viii) any other amounts due to Extraordinary under this Agreement.

**5.4. Calculation of Total Cardholder Platform Fee:** The Total Cardholder Platform Fee for a particular month will be:

- (i) calculated in respect of the Applicable Modules only; and
- (ii) equal to the sum of the monthly Cardholder count for each Applicable Module calculated by Extraordinary in accordance with clause 2.2 multiplied by the relevant Cardholder Platform Fee for that Applicable Module.

**5.5. Merchant fees:** Certain merchants may charge an additional fee if the Extraordinary Card is used to purchase goods and/or services (for example, fees relating to payWave). This fee is determined and charged by the merchant and will be deducted from the Available Card Balance.

**5.6. Invoices:** Subject to clause 5.2, amounts notified under clause 4.3 and the provisions of the Schedule, Fees incurred in respect of a particular month shall generally be invoiced by Extraordinary to you on or around the 1<sup>st</sup> day of the following month.

**5.7. Due date for payment of invoices:** You agree to pay all sums due to Extraordinary in full by the 20<sup>th</sup> day of the same month in which an invoice is received by you.

**5.8. GST:** All amounts due under this Agreement are exclusive of GST thereon, if any, which shall be charged in addition thereto and shall be paid by the Customer against receipt of a valid tax invoice in respect thereof.

**5.9. Variation of Fees:** Extraordinary shall have the right at any time from the expiry of the Initial Term to vary any of the Fees provided that it gives the Customer at least 30 days' prior written notice of any such variation.

**5.10. Payment default:** If the Customer fails to make payment in accordance with this clause 5, Extraordinary shall be entitled to:

- (i) charge interest on the overdue amount at a rate of 5% above BNZ's base rate for commercial lending on overdue accounts as at the date of the relevant invoice from the date on which such amount fell due until the date that the invoices are paid in full and all costs associated with the collection process are recovered; and/or
- (ii) suspend the Extraordinary Services upon written notice to you. If Extraordinary suspends the Extraordinary Services under this clause 5.10, Cardholders would be prevented from using

Extraordinary Cards to make Acceptable Transactions during the period of suspension.

**5.11. Suspension due to payment default:**

Extraordinary will not be liable for any loss or damage arising from a suspension under clause 5.10. The Customer shall remain liable for any Fees due under this Agreement during any such period of suspension. Following resolution by the Customer of the issues that gave rise to the suspension, Extraordinary will reinstate the Extraordinary Services as soon as reasonably practicable.

## 6. Term

**6.1. Initial Term:** This Agreement shall commence on the Effective Date and shall continue in full force and effect for the Initial Term unless it is terminated in accordance with the terms of this Agreement.

**6.2. Renewal Term:** On the expiry of the Initial Term and on each successive anniversary of the expiry of the Initial Term, this Agreement shall be renewed automatically for a further period of 12 months (each a "Renewal Term") unless either Party gives the other notice of its intention not to so renew this Agreement at least 20 Business Days prior to the expiry of the Initial Term or the relevant Renewal Term or this Agreement is terminated in accordance with clause 7.

## 7. Termination

**7.1. Termination by Extraordinary:** Extraordinary may terminate this Agreement if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default for not less than 20 Business Days after being notified in writing to make such payment.

**7.2. Termination by either Party:** Either Party may terminate this Agreement:

- (i) upon 20 Business Days' prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or
- (ii) immediately upon written notice in the event the other Party becomes the subject to petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**7.3. Reservation of rights:** Termination of this Agreement shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement or in respect of any amounts payable by one Party to the other in respect of any period prior to termination.

## 8. Suspension

**8.1.** Extraordinary is entitled to immediately suspend the Extraordinary Services upon written notice to you where Extraordinary reasonably believes that your

actions threaten the security, integrity or availability of the Extraordinary Services. If Extraordinary suspends the Extraordinary Services under this clause 8.1, Cardholders would be prevented from using Extraordinary Cards to make Acceptable Transactions during the period of suspension. Extraordinary shall not be liable for any loss arising from a suspension under this clause 8.1 and you remain liable for any Fees due under this Agreement during any such period of suspension.

8.2. Following resolution of the issues that gave rise to suspension, Extraordinary shall reinstate the provision of the Extraordinary Services as soon as reasonably practicable.

## 9. Intellectual property rights

9.1. You acknowledge that all rights to intellectual property contained in or relating to the Extraordinary Services or the Extraordinary Platform (including any improvements or changes to any of the Extraordinary Services or the Extraordinary Platform or to any of our Confidential Information, and whether made or contributed to by you or a Cardholder) belong to us.

9.2. Intellectual property rights in all of our Confidential Information (including all documentation, systems, materials, methodologies, deliverables and processes (tools) brought to and utilised by us in relation to the Extraordinary Services and/or the Extraordinary Platform, or created in the course of providing the Extraordinary Services or making the Extraordinary Platform available to you and Cardholders, will at all times vest in and be owned by us.

9.3. Nothing in this Agreement transfers or shall be deemed to transfer or grant any proprietary or other right or interest in, or licence to, all or any part of any intellectual property rights in connection with the Extraordinary Services or the Extraordinary Platform or our Confidential Information to you or any Cardholder, other than the right to access and use the Extraordinary Services and the Extraordinary Platform strictly in accordance with this Agreement.

## 10. Warranties and contracting-out

10.1. You agree that in relation to the Extraordinary Services and this Agreement the client relationship is solely between the Customer and Extraordinary, and not with the Cardholder.

10.2. To the fullest extent permitted by law, other than those expressly set out in this Agreement, all representations, warranties, terms, guarantees or conditions (whether implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties, guarantees or conditions of merchantability and/or fitness for a particular purpose), are excluded.

10.3. **Fair Trading Act (FTA) and Consumer Guarantees Act (CGA):** The Parties agree to contract out of the provisions of the CGA and the FTA to the extent permitted by the CGA and the FTA (including the statutory guarantees and implied terms, covenants and conditions contained in the CGA and sections 9, 12A and 13 of the FTA) and acknowledge that the Parties are “in trade” and you acquire the Extraordinary Services for business purposes, and all provisions of the Contract shall be read as modified to the extent necessary to give effect to that intention.

## 11. Liability

11.1. **Limitation of liability:** Extraordinary’s maximum aggregate liability under or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) is limited to the lower of:

- (i) the aggregate of Fees paid or payable under this Agreement by the Customer during the 12 months before the cause of action arose; or
- (ii) NZD \$500,000.

11.2. **Consequential loss:** Under no circumstances shall Extraordinary have any liability for:

- (i) any consequential or indirect loss or damage whatsoever; or
- (ii) any loss of profit, loss of data or wasted expenditure, whether direct or indirect, arising under or in relation to this Agreement (whether arising for breach of contract, tort (including negligence) or otherwise).

## 12. Force Majeure Event

12.1. **Force majeure:** Extraordinary shall not be liable, nor shall it be deemed to be in default, if it is prevented from, or delayed in, performing any of its obligations by a Force Majeure Event.

## 13. Privacy

13.1. Personal Information is collected by and will be held by us in connection with the provision of the Extraordinary Services. Such Personal Information will be handled by us in accordance with our Privacy Policy.

13.2. You agree to comply with our Privacy Policy, the Privacy Act 2020 and with any applicable legislation and regulations governing the use of Personal Information, when providing us with such information, including any Personal Information about Cardholders. We agree to cooperate with each other in addressing our respective privacy obligations in connection with the Extraordinary Services.

13.3. We each agree to take reasonable precautions to protect our own information technology systems, including implementing reasonable procedures to guard against viruses and unauthorised interception, access, use, corruption, loss or delay of electronic communications.

## 14. Resolving disputes

- 14.1. **Informal resolution:** Following the receipt of notice from one Party to the other Party of a dispute arising out of or otherwise relating to this Agreement, the Parties agree to promptly meet in good faith to attempt to resolve the dispute prior to commencement of proceedings under clause 14.2.
- 14.2. Notwithstanding the existence of a dispute, each Party shall continue to perform the Extraordinary Services contemplated by this Agreement, except to the extent such performance is excused due to the nature of the disputes and the applicable dispute resolution process. Subject to clause 14.3, if a dispute is not resolved within 20 Business Days of the date of receipt of the notice provided under clause 14.1 (unless otherwise agreed between the Parties in writing) a Party may bring proceedings in the courts of New Zealand.
- 14.3. Each Party acknowledges and agrees that:
- (i) damages alone may not be an adequate remedy in the event of any breach or threatened breach of this Agreement; and
  - (ii) in addition to any other remedy that may be available to a Party in law or equity, a Party may seek specific performance of this Agreement and be entitled to injunctive relief or any other similar remedy to prevent a breach of this Agreement and to compel specific performance of this Agreement.
- 14.4. Each Party hereby irrevocably waives any claim that an action is brought in an inconvenient forum, or that the New Zealand Courts do not have jurisdiction.

## 15. General

- 15.1. **Severability:** If any provision of this Agreement is or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this Agreement without affecting the validity of the remainder of this Agreement and shall not affect the enforceability, legality, validity or application of any other provision of this Agreement.
- 15.2. **Notice:** Notices under this Agreement must be in writing and must be sent by email to the email address specified in the Schedule, or an updated email address provided by a Party to the other by notice under this clause 15.2.
- 15.3. **Survival:** Termination of this Agreement shall not affect any provision of this Agreement which is expressed or by implication is intended to survive termination (which shall include without limitation clauses 2.6, 2.7, 3.1, 3.6, 4.5, 5, 7, 9, 10, 11, 13, 14 and 15).
- 15.4. **Assignment and sub-contracting:** The Customer may not assign, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement, or in respect of the Deposit, without the prior written

consent of Extraordinary. Extraordinary may assign its legal and beneficial rights, title and interest in respect of any amounts owing from the Customer to Extraordinary, and in the event of such assignment will advise the Customer of, among other things, the assignee's bank account number and the effective date of such assignment.

- 15.5. **Publicity:** Extraordinary may use the Customer's logo, trademark or name on its website and promotional materials and public relations to indicate that the Customer is a customer of Extraordinary.
- 15.6. **Further assurances:** Each Party must, at its own cost, do all things reasonably necessary to give full effect to this Agreement and the Acceptable Transactions contemplated by this Agreement.
- 15.7. **Entire agreement:** This Agreement including our Privacy Policy form the entire agreement between the Parties.
- 15.8. **Governing law:** Unless agreed otherwise in writing between the Parties, this Agreement is governed by New Zealand law. The Parties submit to the exclusive jurisdiction of the courts of New Zealand.
- 15.9. **Counterparts:** This Agreement may be executed:
- (i) by electronic means (including on the basis of an exchange of scanned copies of this Agreement); and
  - (ii) in two or more counterparts, each of which is an original and all of which, when taken together, constitute one instrument.