

RETAIL MANAGEMENT GROUP LTD.
STANDARD TERMS AND CONDITIONS
(FOR SUPPLIERS OF RMG -NZ)

THIS PURCHASE AGREEMENT (the "Agreement") sets forth the terms and conditions that apply to all purchases of products by RMG from Seller by means of a purchase order (a "PO") issued by RMG to Seller. As used in this Agreement, "Seller" means the entity identified on the face of a PO as "Seller" and its subsidiaries and affiliates, and "RMG" means Retail Management Group Ltd. Seller and RMG hereby agree as follows:

1. **DELIVERABLES.** Seller agrees to provide the products described in a PO ("Products"), in accordance with the terms and conditions in this Agreement and the terms and conditions on the face of the PO, which terms are incorporated herein by reference. Upon acceptance of a PO, shipment of Products, Seller shall be bound by the provisions of this Agreement, whether Seller acknowledges or otherwise signs this Agreement or the PO, unless Seller objects to such terms in writing prior to shipping. A PO does not constitute a firm offer and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded, or otherwise altered, except in writing signed by an authorized RMG representative. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller which are inconsistent with the terms and conditions of this Agreement, are hereby rejected. To the extent that a PO might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof, and shipment of the Products by Seller shall constitute such assent. RMG hereby reserves the right to reschedule any delivery or cancel any PO issued at any time prior to shipment of the Products. RMG shall not be subject to any charges or other fees as a result of such cancellation.
2. **DELIVERY.** Time is of the essence. Delivery of Products shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable PO. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of transportation by land or sea. If no carrier is specified in the PO, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Products within the time specified, RMG may, at its option, decline to accept the Products and cancel the PO without liability. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. RMG's PO number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller will clearly identify the country of origin of all Products delivered and will indemnify RMG with respect to any expenses, duties, penalties, damages, settlements, costs or attorney's fees incurred by RMG in connection with Seller's failure to identify or misidentification of the country of origin.
3. **IDENTIFICATION, RISK OF LOSS, & DESTRUCTION OF PRODUCTS.** Identification of the Products shall occur in accordance with applicable laws and regulations. Seller assumes all risk of loss until title transfers to RMG. Title to the Products shall pass to RMG upon receipt by it of the Products at the designated destination. If the Products ordered are destroyed prior to title passing to RMG, RMG may at its option cancel the applicable PO without liability or require delivery of substitute Products of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Products is partial, RMG shall have the right to require delivery of the Products not destroyed.
4. **PAYMENT.**
 - 4.1 As full consideration for delivery of the Products and the assignment of rights to RMG as provided in this Agreement, RMG shall pay Seller (i) the amount agreed upon and specified in the applicable PO, or (ii) Seller's quoted price on date of shipment (for Products), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts, and government-imposed surcharges shall be stated separately on Seller's invoice. Payment by RMG is made via electronic funds transfer or other reasonable means as dictated by RMG. Payment shall not constitute acceptance. All duties and taxes assessable upon the Products prior to receipt by RMG of Products conforming to the PO shall be borne by Seller. Seller shall invoice RMG for all

Products delivered. Each invoice submitted by Seller must be provided to RMG within ten (10) days of delivery of Products and must reference the applicable PO, and RMG reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a PO, RMG shall pay the invoiced amount within forty-five (45) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by RMG or Seller in connection with or based on the Products provided.

- 4.2 If RMG disputes the accuracy of an invoice (a "Billing Dispute"), RMG will not later than thirty (30) days following the date of receipt of such invoice, notify Seller in writing of the nature of the Billing Dispute. RMG may withhold payment of the disputed amount and such payment will not be considered past due during Seller's investigation. Seller will make commercially reasonable efforts to completely resolve the Billing Dispute within thirty (30) days following the date on which Seller received RMG's initial billing inquiry. If the parties are unable to resolve the Billing Dispute within such thirty (30) day period, it will be resolved pursuant to Section 25 below.
- 4.3 Seller shall maintain written or electronic records reflecting the basis for any charges billed in connection with a PO for five (5) years after Seller's receipt of RMG's final payment with respect to the PO. RMG shall have the right, but not the obligation, at any time or from time to time, during regular business hours, upon not less than twenty-four (24) hours' notice to Seller, to inspect, audit or examine Seller's operations, records, systems and facilities to determine Seller's and any sub-contractor's compliance with the PO and the basis for any amounts billed to RMG. Any such inspection, examination, and/or audit shall not (i) relieve Seller of any obligation, responsibility or liability, or (ii) constitute RMG's approval of or consent to any actions undertaken or methods, systems and/or procedures used by Seller. Any inspection, examination and/or audit that RMG may perform shall be for RMG's sole benefit. If any such audit discloses any overcharges, Seller shall, on demand, pay RMG the amount of such overcharges, together with interest on such overcharges at the rate of ten percent (10%) per annum, or the maximum amount allowed by law, whichever is less, from the date of each such overcharge, until reimbursed to RMG. If any such audit discloses overcharges, in addition to any amounts to which RMG may be entitled, Seller shall, on demand, reimburse RMG for all costs and expenses incurred by RMG in connection with such audit.
5. **WARRANTIES.** Seller warrants that it has good and transferable title to the Products and that all Products provided will be new and will not be used or refurbished. Seller warrants that all Products delivered shall be free from all defects and shall conform to all applicable specifications and any statements of work signed by an authorized representative of RMG for a period of fifteen (15) months from the date of delivery to RMG or for the period provided in Seller's standard warranty covering the Products, whichever is longer. Seller hereby agrees that it will make spare parts available to RMG for a period of two (2) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Products purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by applicable laws. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to RMG Seller's standard warranty and service guarantee applicable to the Products. All warranties shall run both to RMG and to its customers. If RMG identifies a warranty problem with the Products during the warranty period, RMG will promptly notify Seller of such problems and will return the Products to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Products, Seller shall, at RMG's option, either repair or replace such Products, or credit RMG's account for the same. Replacement and repaired Products shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.
6. **INSPECTION.** RMG shall have a reasonable time after receipt of Products and before payment to inspect them for conformity to the PO and applicable specifications and any statements of work signed by an authorized representative of RMG, and Products received prior to inspection shall not be deemed accepted until RMG has run adequate tests to determine whether the Products conform thereto. Use of a portion of the Products for the purpose of testing shall not constitute an acceptance of the Products. If Products tendered do not wholly conform with the provisions hereof, RMG shall have the right to

reject such Products. Nonconforming Products will be returned to Seller freight collect and risk of loss will pass to Seller upon RMG's delivery to the common carrier.

7. **INDEPENDENT CONTRACTOR.** RMG is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind RMG by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Affiliates") are agents or employees of RMG, and therefore are not entitled to any employee benefits of RMG, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.
8. **SELLER RESPONSIBLE FOR TAXES AND RECORDS.** Seller shall be liable for any applicable income taxes, levies, duties, costs, charges, withholdings, deductions or any charges of equivalent effect imposed on, or in respect of the Products provided by Seller to RMG under this Agreement. Where any relevant taxation authority imposes any income tax on the payment for Products and requires RMG to withhold such tax ("Withholding Tax"), RMG may deduct such Withholding Tax from the payment to Seller and remit such Withholding Tax to the relevant taxing authority on behalf of Seller. The determination of the applicability of a Withholding Tax is at RMG's sole discretion. In the event a reduced Withholding Tax rate may apply on payments to Seller, Seller shall furnish to RMG as soon as practicable all documentation necessary to evidence the qualifications for the reduced rate of Withholding Tax. If the necessary documentation is not provided in a timely fashion before payment, the reduced Withholding Tax rate will not apply and any payments to Seller shall be subject to the full rate of Withholding Tax. Upon reasonable request by Seller, RMG shall furnish Seller with tax receipts or other documentation evidencing the payment of such Withholding Tax when available. Seller shall be solely responsible for filing the appropriate tax forms and paying all taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Upon request, Seller shall provide RMG with any other necessary tax documentation. Seller further agrees to provide RMG with reasonable assistance in the event of a government audit.
9. **INDEMNITY.** Seller shall indemnify, hold harmless, and at RMG's request, defend RMG, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Products provided pursuant to a PO, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the applicable laws and regulations for an independent contractor, (iii) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller's Affiliates, (iv) Seller failing to satisfy its obligations with regard to the protection of Confidential Data as described in Section 10 below, (v) Seller failing to comply with a requirement of applicable law, and (vi) any claim by a third party against RMG alleging that the Products, or any other products or processes provided pursuant to a PO, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without RMG's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by RMG in enforcing this indemnity, including attorneys' fees. Should the use of any Products by RMG, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Products; (b) modify the Products so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for RMG, its distributors, subcontractors, or customers the right to continue using the Products; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Products.
10. **CONFIDENTIALITY; PERSONAL DATA; DATA SECURITY.**
 - 10.1 Confidentiality. Seller may acquire knowledge of RMG Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such RMG Confidential Information in confidence during and following termination or expiration of this Agreement.

"RMG Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined in Section 11, below), and other material or information considered proprietary by RMG relating to the current or anticipated business or affairs of RMG which is disclosed directly or indirectly to Seller. In addition, RMG Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Products to RMG. RMG Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before RMG disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the RMG Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose RMG Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to RMG of such requirement prior to disclosure. Seller agrees not to copy, alter, or directly or indirectly disclose any RMG Confidential Information. Additionally, Seller agrees to limit its internal distribution of RMG Confidential Information to Seller's Affiliates who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Affiliates of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of RMG Confidential Information. Seller further agrees not to use the RMG Confidential Information except in the course of performing hereunder and will not use such RMG Confidential Information for its own benefit or for the benefit of any third party. The mingling of the RMG Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products incorporating RMG Confidential Information without RMG's express written consent in each instance. All RMG Confidential Information is and shall remain RMG property. Upon RMG's written request or the termination of this Agreement, Seller shall return, transfer, or assign to RMG all RMG Confidential Information, including all Work Product.

10.2 Protection of Personal Data. As a result of this Agreement, Seller and Seller's Affiliates may obtain certain information relating to identified or identifiable individuals ("Personal Data"), and such Personal Data shall be considered RMG Confidential Information. Seller shall have no right, title or interest in Personal Data obtained by it as a result of this Agreement. Seller shall, and shall ensure that any Seller's Affiliates with access to Personal Data: (a) collect, access, maintain, use, process and transfer Personal Data in accordance with the requirements set forth in this Section 10.2 and for the sole purpose of performing Seller's obligation under this Agreement; and (b) comply with all applicable laws, regulations and international accords, treaties, or accords, and refrain from engaging in any behavior which renders or is likely to render RMG in breach of same.

10.3 Data Security. Seller shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data or RMG Confidential Information ("Confidential Data"). Seller shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Confidential Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by RMG. If requested by RMG at any time during the term of this Agreement, Seller shall provide RMG with a copy of Seller's then current security policy. Seller shall promptly notify RMG in the event that Seller learns or has reason to believe that any person or entity has breached or attempted to breach Seller's security measures, or gained unauthorized access to Confidential Data ("Information Security Breach"). Upon any such discovery, Seller will (a) investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide RMG with assurances reasonably

satisfactory to RMG that such Information Security Breach will not recur. If RMG determines that notices (whether in RMG's or Seller's name) or other remedial measures are warranted following a Security Breach, Seller will, at RMG's request and at Seller's cost and expense, undertake the aforementioned remedial actions.

10.4 Investigation; Noncompliance. In the event of an investigation by a data protection regulator or similar authority regarding Personal Data, Seller shall provide RMG with reasonable assistance and support, including, where necessary, access to Seller's premises to the extent needed to respond to such investigation. In the event that Seller is unable to comply with the obligations stated in this Section 10, Seller shall promptly notify RMG, and RMG may do one or more of the following: (i) suspend the transfer of Personal Data to Seller; (ii) require Seller to cease processing Personal Data; (iii) demand the return or destruction of Personal Data; or (iv) immediately terminate this Agreement. Upon termination of this Agreement for any reason, Seller shall promptly contact RMG for instructions regarding the return, destruction or other appropriate action with regard to Personal Data.

11. OWNERSHIP OF WORK PRODUCT. For purposes of this Agreement, "Work Product" includes, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, and all copies thereof. Standard Products manufactured by Seller and sold to RMG without having been designed, customized, or modified for RMG do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of RMG. Seller hereby agrees to irrevocably assign and transfer to RMG and does hereby assign and transfer to RMG all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. RMG will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that RMG deems appropriate. Seller agrees: (a) to disclose promptly in writing to RMG all Work Product in its possession; (b) to assist RMG in every reasonable way, at RMG's expense, to secure, perfect, register, apply for, maintain, and defend for RMG's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in RMG's name as it deems appropriate; and (c) to otherwise treat all Work Product as RMG Confidential Information as described above. These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by RMG to Seller shall remain the sole property of RMG. Seller will ensure that Seller's Affiliates appropriately waive any and all claims and assign to RMG any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against RMG or its direct or indirect customers, assignees, or licensees any claim of any intellectual property rights of Seller affecting the Work Product. RMG will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, or trade secret or RMG Confidential Information, unless such works relate to RMG's business, or RMG's actual or demonstrably anticipated research or development.

12. TERMINATION. RMG may terminate this Agreement immediately upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, is subject to external administration (or equivalent events under local law) or dissolves. In the event of such termination, RMG shall pay Seller for the portion of those conforming Products delivered to RMG through the date of termination, less appropriate offsets. RMG may terminate this Agreement for convenience upon ten (10) days' written notice to Seller. Seller shall cease to provide Products under this Agreement on the date of termination specified in such notice. In the event of such termination, RMG shall be liable to Seller only for those conforming Products delivered to RMG through the date of termination, less appropriate offsets. Seller may terminate this Agreement upon written notice to RMG if RMG fails to pay Seller within sixty (60) days after Seller notifies RMG in writing that payment is past due. Upon the expiration or termination of this Agreement for any reason:

(i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (ii) Seller will promptly notify RMG of all RMG Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with RMG's instructions, will promptly deliver to RMG all such RMG Confidential Information and/or Work Product.

13. **SURVIVAL OF OBLIGATIONS.** Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.
14. **FORCE MAJEURE.** Neither party will be liable for any failure to perform, including failure to take delivery of the Products as provided, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of war, government action or accident, provided it promptly notifies the other party and uses reasonable efforts to correct its failure to perform.
15. **SEVERABILITY.** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
16. **REMEDIES.** If Seller breaches this Agreement, RMG shall have all remedies available by law and at equity. For the purchase of Products, Seller's sole remedy in the event of breach of this Agreement by RMG shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Products for RMG's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by RMG and any resale so made shall be for the account of Seller. Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to RMG for which there will be no adequate remedy at law and, in the event of such breach, RMG will be entitled to seek injunctive relief, or a decree of specific performance (or equivalent relief under local law).
17. **ATTORNEYS' FEES.** In any action to enforce this Agreement, the prevailing party shall be entitled to recover all court costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.
18. **LIMITATION OF LIABILITY.** IN NO EVENT WHETHER AS A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL ORBIS BE LIABLE TO SELLER OR SELLER'S AFFILIATES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT ORBIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
19. **ASSIGNMENT/WAIVER.** Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of RMG. Any assignment or transfer without such written consent shall be null and void. A waiver of any default or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.
20. **NONEXCLUSIVE AGREEMENT.** This is not an exclusive agreement. RMG is free to engage others to provide Products the same as or similar to Seller's.
21. **NOTICES.** Except for POs which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices required or permitted by this Agreement must be in writing addressed to the authorized representative(s) of the other party. Notice will be deemed given (i) when delivered

personally; (ii) when sent by confirmed facsimile; (iii) one day after having been sent by commercial overnight carrier specifying next-day delivery with written verification of receipt; and (iv) three days after having been sent by registered mail postage prepaid.

22. COMPLIANCE WITH LAWS.

22.1 General. Seller and Seller's Affiliates will comply with all applicable laws and regulations and Seller will defend and hold RMG harmless from any expense or damage resulting from its violation or alleged violation of any such law or regulation in the performance of this Agreement.

22.2 Export Compliance. Seller agrees that it will not export, re-export, resell or transfer any export controlled commodity, technical data or software (i) in violation of such limitations imposed by appropriate national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

22.3 Customs. Upon RMG's request, Seller will promptly provide RMG with a statement of origin for all Products and applicable customs documentation for Products.

22.4 Hazardous Materials. If Products include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials.

23. PUBLICITY/MARKS. Seller will not use (or permit Seller's Affiliates to use) RMG's trademarks, service marks, trade names, logo or other commercial or product designations for any purpose, or make (or permit Seller's Affiliates to make) any public statement whatsoever (including, without limitation, press releases, media statements, case studies or the like) regarding the existence of this Agreement or the parties' relationship.

24. GOVERNING LAW. This Agreement and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of [New Zealand] without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Products and any applicable legislation implementing that convention will not apply to this Agreement or to their relationship.

25. DISPUTE RESOLUTION, JURISDICTION AND VENUE. If there is a dispute between the parties (whether or not the dispute arises out of or relates to this Agreement), the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within sixty (60) days after the complaining party's written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in Auckland, New Zealand. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within thirty (30) days after commencing mediation, either party may commence litigation in Auckland, New Zealand. The parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Process served personally or by registered mail, return receipt requested, will constitute adequate service of process in any such action, suit or proceeding. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in any court referred to above; (ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process.

26. EQUITABLE RELIEF. Notwithstanding Section 25 above, either party may seek equitable relief in order to protect its confidential information or intellectual property at any time, provided it does so in

the courts of Auckland, New Zealand. The parties hereby waive any bond requirements for obtaining equitable relief or any objection on the basis that damages would be an adequate remedy. The confidentiality provisions of this Agreement will be enforceable under the provisions of applicable laws and regulations.

27. MODIFICATION. This Agreement may not be varied, modified, altered, or amended except in writing signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller.