

Aon Global Risk Consulting (AGRC) Terms of Business

- We will provide the services agreed with you from time to time in writing (**Services**) to you on these Terms of Business (**Agreement**).
- You must provide all relevant information to us.
- We will be entitled to receive fees for providing the Services.
- Subject to any other agreement, you can terminate our relationship at any time by giving 60 days' notice in writing.
- Our liability to you under this Agreement is limited.

Introduction

This Agreement sets out the terms and conditions on which Aon New Zealand (**we/us/our**) will provide our Services to you. Unless otherwise agreed in writing with you, this Agreement applies to all Services we provide to you and is subject to any additional or alternative terms which we may agree in writing with you.

The Services that we will provide are:

1. If we have a service level proposal, those services specifically described in that proposal; and/or
2. such services as we may otherwise or further agree with you in writing from time to time.

We do not provide any additional services (**Excluded Services**) and you agree and acknowledge that we have no duty or obligation to provide Excluded Services to you or to any other person without prior written agreement.

You will be taken to have accepted this Agreement by continuing to instruct us, unless otherwise agreed in writing with you.

This Agreement commences from the day you engage us and continues until either party provides 60 days' written notice of termination (expiring after any initial term we agree with you). Unless otherwise agreed in writing, any outstanding work will be passed on to you for future handling from the date of termination.

Our Responsibilities

We will perform our Services:

- with reasonable care and skill and with integrity;
- as set out within the Services; and
- in accordance with applicable industry standards.

Your Responsibilities

You shall provide us promptly all reasonable and necessary assistance, including access to all information, which we consider to be relevant to the Services, so as to enable us to perform the Services. In doing so, you shall update information previously provided to us where there has been a material change to that information which affects the scope or performance of the Services by us.

We shall not be liable for any losses, damages, costs or expenses arising out of errors due to the provision to us of false, misleading or incomplete information or documentation or due to any acts or omissions of any other person.

Employees

Our intention at the time of making the offer is that the persons assigned to perform the Services should continue with the engagement until it terminates or finishes. Should the persons assigned to perform the Services cease to be available during the course of the engagement, we will inform you promptly of that change and will identify the persons who have been assigned to complete the engagement.

You will not offer employment to any of our employees working on an engagement for you or induce or solicit any such person to take up employment with you; nor will you use the services of any such person, either independently or via a third party, for a period of six months following the end of any involvement by that person with any engagement for you. Breach of this condition will render you liable to pay us liquidated damages equal to four months' fees at standard charge rates for the person concerned.

We may subcontract any part of the Services but shall continue to be your sole point of contact with regards to the Services.

Our Remuneration

Unless otherwise specifically agreed in writing, our fees will be based on hourly rates which take account of the experience of employees assigned to the engagement or on our standard pricing schedule (**Remuneration**). If the engagement is terminated for any reason, we shall be entitled to our fees incurred until the date the engagement is terminated.

Expenses, including travel and subsistence, and goods and services purchased on your behalf, are to be charged to you at cost. For travel, our standard policies apply which are to use economy class air travel within New Zealand and the east coast of Australia and business class or equivalent for other overseas travel.

We reserve the right to invoice you at period intervals either at the end of each month or the end of each quarter (**Interim Invoice**) or as otherwise agreed. An Interim Invoice is a request for payment on account of costs incurred and is not specifically to be regarded as an indication of exact costs incurred to date. We will send a final invoice after completion of the work.

Payment is due upon receipt of invoice, unless otherwise agreed in writing.

Invoices and GST

We will charge goods and services tax (**GST**) on our Remuneration as required by New Zealand law and any quote, estimation or invoice which we may provide to you shall be deemed to exclude GST unless otherwise specified.

The parties to this Agreement each undertake to perform in a timely manner all tasks which are necessary for, or which will reasonably facilitate, the obtaining by the other party of any credit (including any input tax credit) or any refund of any amount in respect of GST included in any amount paid or payable pursuant to this Agreement, including but not limited to, supply of documentation to the other party in the form of invoices and otherwise.

Limitation of Liability

We will provide the Services with reasonable care and skill. All representations (whether express or implied) and all other implied conditions, warranties and terms as to the provision of the Services are otherwise excluded to the extent permitted by law.

You acknowledge that:

- all surveys, objectives, forecasts, projections and recommendations made by Aon in providing the Services are made in good faith on the basis of information available to Aon at the time; and

- achieving the objectives, forecasts, projections or recommendations will depend, among other things, on your actions, over which we have no control.

To the extent permitted by law, we and our Related Companies (as defined within the *Companies Act 1993*) will not be responsible or liable for:

- Any consequential, incidental, indirect or special damage or loss of any kind including but not limited to loss of profits, loss of revenues, loss of anticipated savings, loss of data, loss of reputation, loss of goodwill, loss of opportunities and loss of business;
- The supply, by you or others, of incorrect or incomplete information;
- The failure by you or others to supply appropriate, relevant or timely information or the failure by you or others to provide such information within the time periods reasonably requested by us from time to time;
- Any failure or delay on our part where it is due to causes outside our reasonable control, including, but not limited to, any act of God or nature, war or terrorism, riot, civil disturbance, national emergency, epidemic, action or inaction of a government or regulatory authority and strike or other industrial action;
- The failure of you or others to act on our advice or to respond promptly to any communications from us;
- The default, negligence, error, omission or lack of care on the part of any person other than ourselves; or
- Any losses, costs, damages or liabilities arising as a result of, or in connection with, any parts, materials or components installed and/or maintained by any person other than ourselves.

Our aggregate liability (including interest and costs) in respect of any claim arising, under or in connection with this Agreement, the Services or our business relationship, shall be limited (to the extent permitted by law) to the lesser amount of 5 (five) times the fee payable by you or NZ \$1,000,000 or such other amount as may be expressly agreed between us in writing.

A valid claim under this Agreement must be made within twelve (12) months after the Services have been performed.

Confidentiality

Subject to any relevant law, and our obligation to provide the Services, we will keep all confidential information that we receive from you confidential and will use it solely in connection with the provision of the Services or otherwise for the purpose for which it was disclosed to us.

However, our confidentiality obligation does not apply where:

- You have given written permission otherwise;
- Disclosure is required to satisfy legal obligations or regulatory requirements;
- Disclosure is reasonably required to carry out services (for example, providing information to third parties to whom we may sub-contract all or part of the Services);
- Such information is in the public domain; or
- The information is rightfully in our possession other than as a result of a breach of any obligation of confidentiality.

For the avoidance of doubt and where relevant in connection with the Services, unless you expressly instruct to the contrary, we shall be entitled to:

- release the information nominated in NZS4541:2013 clause 112.6 and/or sprinkler inspection reports to listed fire protection contractors, building owners, property managers, body corporate managers, consulting engineers and architects involved in maintaining or altering or extending the building;

- release copies of inspection reports to insurers, reinsurers and risk advisors involved in the building's/your insurance programme.

Non-Dissemination of Material

Our communications with you, your employees or agents, whether written or oral are provided solely for your information and use in connection with any engagement, and accordingly, must not be used for any other purpose without our prior written consent. No other party is entitled to rely on any of our reports, information or advices for any purpose whatsoever, and we disclaim any responsibility to any such third party who has had communicated to them the report, information or advice provided by us to you as part of any engagement. You indemnify us from any liability we may have to you or any third party as a result of any information supplied to us by you or any of your agents, where such information and documentation is false, misleading or incomplete in a material respect.

Your Information

We will hold any personal information that you provide to us in accordance with the Privacy Act 1993 and any other privacy or data protection laws regulating the collection, storage, use and disclosure of "personal information" as defined in the Privacy Act. Any such information that we request from you will be used pursuant to the provision of the Services. In this respect, it may be necessary for us to pass your information on to other service providers which may provide us with additional support in connection with our provision of the Services.

Unless you instruct us not to do so, we may also contact you in connection with other products or services that we feel may be of interest or benefit to you.

You have the right to access and correct any of your personal information that we hold. Such information is held by us at Level 16, AMP Centre, 29 Customs Street West, Auckland.

Collection and Use of Client Information

We gather data containing information about our clients. This information is maintained in one or more databases. Aon may use or disclose information about its clients, if required to do so by law, Aon policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials. In addition to being used for the benefit of our clients, these databases also may be accessed by other Aon Group members for other purposes, including providing consulting and other services to insurance companies for which we or our related entities may earn compensation.

Due to the global nature of services provided by the Aon Group, the information you may provide may be transmitted, used, stored and otherwise processed outside the country where you submitted that information. If you have questions about Aon Group data processing or related compensation, please contact your Client Relationship Manager.

Intellectual Property

All proprietary rights in any documents, designs, inventions, data, computer programs, reports or other material prepared by us that form part of the Services and were prepared specifically and solely for you will vest in you.

Any pre-existing intellectual property rights (including copyright and know-how) in documents, discoveries, designs, inventions, methodology, data, computer programs, reports or other material prepared by us that form part of the Services (including but not limited to report formats, report templates and our calculations and formulas used in producing reports) remain our property. Also, any documents, designs, inventions, data and computer programs developed by us while providing the Services to you, but that do not form part of the Services, remain our property.

Aon's File Retention Policy

We hold paperwork and correspondence relating to the Services provided under the Agreement for at least seven years. After this period we may arrange for the file to be destroyed. Please note that we will not consult you before destroying this information.

Electronic Communications

We may correspond with you by electronic communication unless you instruct us not to do so. We may email to you information legally required to be provided to you, whether in writing or otherwise. In such a case, you consent to receiving this information with an electronic signature. Electronic communications are not always secure and they may be read, copied or interfered with in transit. We are not responsible for any of the risks associated with electronic communication, including loss of data.

Conflicts of interest

Occasions may arise where either we, one of our clients, or one of our service or product providers may have a potential conflict of interest in connection with the Services we provide to you. If this occurs and we become aware that a potential conflict exists, we will contact you and work together to find a suitable solution.

Health and Safety

In providing you with the Services, we will comply with our obligations under the Health and Safety at Work Act 2015 and we expect you to assist us in doing so. Where we visit you this includes you ensuring, so far as reasonably practicable, that the safety of our people is not put at risk. Where required, both parties will consult, coordinate and cooperate with each other in respect of shared duties under the Health and Safety at Work Act 2015 so far as is reasonably practicable.

Termination

Either party may terminate this Agreement upon written notice of sixty (60) days to the other party. If you provide us such notice, you must pay us for all Services provided, and all expenses incurred, up until the date of termination.

Either party may terminate this Agreement immediately by written notice if the other party breaches a material term of this Agreement and fails to remedy the breach within seven (7) days of receiving written notice to remedy the breach.

You may terminate this Agreement where you do not accept a proposed amendment to this Agreement as set out under "**General**" below.

Disputes

We make every effort to provide you with the best products and highest level of customer service. However, we recognise that even in the best managed company things can go wrong.

If you have any complaint in respect of Aon New Zealand, or are not satisfied with the service you have received from us, we want to hear about it so that we can investigate your concerns quickly and fairly.

Please contact your Aon Client Relationship Manager or your local Aon office by telephone, email or in writing. You will find the address and phone number of your local office on our website at www.aon.co.nz.

If your Aon Client Relationship Manager is not able to resolve your complaint, it will be referred to Aon's Complaint Manager for an independent review in accordance with Aon's internal complaint and dispute resolution procedures.

Alternatively, you can contact Aon's Complaint Manager directly on 09 362 9000 or you can email details of your complaint to us in writing at nzfeedback@aon.co.nz.

General

We are entitled to change this Agreement from time to time, in which case we will provide you with an amended Agreement. Unless we receive written notice from you, the amended Agreement will be deemed accepted after thirty (30) days from the date we provide you with the amended Agreement. If you do not accept the amended Agreement you may terminate the Agreement by written notice, termination to take immediate effect upon receipt of notice by us.

Our relationship with you is governed by New Zealand law and the New Zealand Courts have exclusive jurisdiction.

If any term of this Agreement is, or becomes, or is found to be invalid or unenforceable, in whole or in part, under any law:

- Such term or part will be read down or interpreted and enforced to the extent permissible; or (if this is not possible);
- Such term or part will to that extent be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement will not be affected or impaired.

If you have any queries about the services we offer please contact your Client Relationship Manager or our head office on (09) 362-9000.