

TERMS & CONDITIONS - LandSAR Training

CONFIDENTIAL INFORMATION

LandSAR's confidential information is any and all information, electronic, oral or written, and materials (in any medium), including trade secrets, sensitive business information, proprietary technical data, technical expertise, and other confidential or sensitive information disclosed to you which relates to the research, services, development and business activities of LandSAR which is either marked or stated to be confidential or is by its nature reasonably intended to be confidential and includes but is in no way limited to:

- Any and all information, documents, data, technology, engineering, concept, idea, know-how, process, technique, program, design, formula, business plan, work product or work-in-process;
- Any intellectual property including any opinion, projection, forecast, idea, concept, procedure, scheme, plan, design, programme, study, data, report, know-how, expertise, or other such property;
- Any document, data, statement, analysis, opinion, projection, forecast, report, note, drawing, manual, letter, sample or any other material, whether in a permanently visible form or not;
- Any other information or materials, whether written, graphic, or in any other form, whether disclosed orally, in writing, electronically or otherwise; that, in any such case, is learned or disclosed in the provision of services by LandSAR, or in the course of discussions, studies or other work undertaken between the parties.

INTELLECTUAL PROPERTY RIGHTS

LandSAR shall own all intellectual property rights in all confidential information including all course materials and any other works or inventions it creates during the course of the provision of its services to you and in all materials created by you and/or your employees or approved instructors based on or derived from any confidential information, or any other LandSAR intellectual property. You may not licence any confidential information (such as, by way of example only, course materials) prepared by or provided by LandSAR or use any such course materials in the same form for your own courses but nothing in any agreement between you and LandSAR shall prevent LandSAR from using or licensing any of its confidential information in any way whatsoever.

CONFIDENTIALITY

You must keep, and use best endeavours to ensure that:

- Any and all of your employees, officers and agents will keep entirely secret and confidential all of LandSAR's confidential information;
- LandSAR's confidential information is not in any way used for any purpose other than in the performance of or directly in relation to the services provided by LandSAR to you;
- LandSAR's confidential information is not used in a way which is or may be detrimental to or in competition with LandSAR.

You must:

- notify LandSAR immediately of any suspected infringement of LandSAR's confidential information or intellectual property;
- take such reasonable action as LandSAR may direct at the expense of LandSAR in relation to such infringement.

ACKNOWLEDGEMENTS

You acknowledge:

- That the design and development of LandSAR's confidential information and intellectual property has involved the expenditure of substantial amounts of money by LandSAR over a long period of time and which affords LandSAR a commercial advantage over its competitors;
- That the confidential information may constitute trade secrets, and may also be protected by copyright law and international copyright treaties;
- That loss of this competitive advantage due to unauthorised disclosure or use of the confidential information would cause irreparable injury and harm to LandSAR; and
- That the restrictions imposed upon you by LandSAR are necessary to protect the secrecy of the confidential information and prevent the occurrence of injury and harm to LandSAR.

INDEMNITY

You shall fully indemnify, keep indemnified and hold LandSAR harmless from and against all claims, demands, actions, liabilities, costs (including legal costs) and damages (including consequential losses) which may be made, determined or agreed against LandSAR arising out of or in relation to LandSAR's provision of services or your use of any confidential information provided to you or any act or omission of you relating in any way to your use of the confidential information.

LIMITATION OF LIABILITY

In no event shall LandSAR be liable (whether in contract, tort including negligence or otherwise) for any direct, indirect, incidental, special, or consequential damages or damages for loss of profits, revenue, data or use incurred by you for any reason whatsoever. In the event that this clause does not apply to a particular claim, LandSAR's maximum cumulative liability to you shall in no event exceed NZ\$500.00.

WARRANTY

LandSAR gives no warranties or representations in relation to its confidential information, its use or implementation, and all warranties and conditions express or implied by statute, common law or otherwise are excluded to the maximum extent permissible by law.

NO RIGHT, TITLE OR INTEREST CONFERRED

Under no circumstances will you obtain any rights, title, licence or other interest in or to any intellectual property rights or confidential information or any intellectual

property right to confidential information of LandSAR and nothing either directly or indirectly in relation to the provision of LandSAR's services shall be construed as granting or conferring upon you, whether expressly or by implication any proprietary or other right by licence or otherwise to use or deal in the confidential information other than in accordance with any agreement entered into between you and LandSAR.

NO COMPETITION

You shall not at any time, for any reason, carry on or be connected, engaged, or interested either directly or indirectly or alone or with any other person or persons, whether as principal, partner, agent, director, shareholder, consultant, employee or otherwise, in any business which competes with LandSAR without the express written consent of LandSAR nor shall you use any confidential information provided to you by LandSAR to gain a competitive advantage in the marketplace.

PARTNERSHIP AND AGENCY

Nothing in the relationship between LandSAR and you nor any agreements between the parties shall create or constitute or be deemed to create or constitute a partnership or a joint venture nor constitute the appointment of any party as the agent of any other party.

TERMINATION

The business relationship between the parties and any agreement entered into in respect thereof, the terms of which may be contained in a Letter of Engagement, this Schedule or any other agreement entered into between the parties, shall terminate automatically and immediately:

- Upon the completion of the project or the provision of services by LandSAR;
- Upon your breach of any of the terms and conditions which may be contained in a Letter of Engagement, this Schedule or any other agreement entered into between the parties.
- In the event of early termination, all costs incurred by LandSAR associated with our services to you up to the point of termination will be invoiced.

CONSEQUENCES OF TERMINATION

Upon the termination of the business relationship you shall:

- Pay to LandSAR all outstanding monies payable by you to LandSAR;
- Cease all direct and indirect use of LandSAR confidential information;
- If and to the extent required by LandSAR, remove, obliterate or cover up all or any signage and representations associated with LandSAR; and
- Return to LandSAR (without retaining copies) all copies of any confidential information, including but not limited to course materials, other material, instructions and property supplied by LandSAR (including such material held by any third parties).

COURSE CANCELLATIONS

Course cancellations within NZ shall be subject to following criteria:

- From twenty-one (21) days to seven (7) days prior shall be invoiced for all costs incurred.
- Within seven days prior shall be invoiced for 75% of the delivery fee*
- TEC "fee-free" funding cannot be used to cover course cancellation costs.
- International courses may be subject to additional criteria.
*Exceptions may apply by discretion

FEES

Payment for the full invoice amount is due within 14 days of the date of the invoice. LandSAR reserves the right to charge interest on any amounts overdue at 12% per annum from the date payment is due until payment is made in full.

Payment of all monies shall be in New Zealand Dollars including any goods and services or other tax (if applicable) and must be without set-off or deduction of any kind. Method of payment shall be at the discretion of LandSAR.

Payments received from you will be apportioned by LandSAR to outstanding accounts in such amounts and in such order as LandSAR may determine in its sole discretion.

FORCE MAJEURE

LandSAR shall not be liable for any failure or delay in delivering its services resulting from circumstances beyond its reasonable control, including, without limitation: unavoidable delays in production of materials; delays in the delivery of materials; default by third parties; strikes and labour unrest; shipping delays; shortages; war; acts of terrorism; government or regulatory intervention; fire; flood; accident; epidemics or pandemics; natural disaster; or any other event interpreted under New Zealand law as an "act of God". If LandSAR invokes force majeure, it shall do all reasonable things within its power to end the circumstances causing the force majeure and to mitigate any losses that you may suffer as a consequence thereof. However, LandSAR shall not be liable for any such losses.

GOVERNING LAW

Any agreement between the parties and any other modification or variation of any such agreement shall be governed by the laws and force in New Zealand from time to time. All questions with respect to jurisdiction, validity, interpretation and performance of any agreement between the parties and any modifications or variations in writing shall be determined according to the law of New Zealand and in force from time to time.

SURVIVAL OF TERMS

All clauses contained in within this Schedule shall survive the expiry or termination of any agreement or business dealings between the parties.