

# The Gap Licence Agreement

Last updated March 2021

## Parties

1. The Gap 2014 Ltd ('The Gap').
2. The Licensee.

## Introduction

- A. The Gap is the exclusive owner of content, supporting tools, videos, and know-how for the implementation of Business Development services by accounting and bookkeeping practices.
- B. The Gap has agreed to grant the Licensee a licence to use the Product upon the terms of this Agreement.

## Agreement

### 1. Interpretation

- 1.1. Definitions in this Agreement, unless the context otherwise requires:

**'Agreement'**

Means this Agreement and all its schedules, appendices and agreed variations.

**'Business Day'**

Means any day other than a Saturday or Sunday or a New Zealand statutory public holiday.

**'Business Hours'**

Means 8.30am to 5.00pm New Zealand Time on a Business Day.

**'Commencement Date'**

Means the date the Licensee's completed membership form is received by The Gap.

**'Confidential Information'**

Includes all information exchanged between The Gap and the Licensee, whether in writing, electronically or verbally, including the Product, but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party to the Agreement.

**'Data'**

Means any data inputted or imported by the Licensee into the Product, including the Licensee's branding and logos.

**'Force Majeure'**

Means an event or occurrence:

- a) Which is beyond the reasonable control of either party; and
- b) Which a party could not have reasonably foreseen and taken reasonable measures to prevent.

But will not include any form of labour dispute or delay caused by contractual or labour relations between the parties and any of their employees, agents, sub-contractors or suppliers, or inability to perform due to lack of available funds.

**'GST'**

Means goods and services tax payable under the Goods and Services Tax Act 1985 (New Zealand).

**‘Intellectual Property’**

Means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world, whether or not registered.

**‘Licence’**

Means the licence granted to the Licensee pursuant to Clause 2.1.

**‘Licensee’**

Means the person who registers to use the Product, and, where the context permits, includes any entity on whose behalf that person registers to use the Product.

**‘Monthly Licence Fee’**

Means the monthly fee payable as specified in Appendix 1. Where The Gap and the Licensee have agreed an alternative monthly fee, that alternative monthly fee shall override the monthly fee specified in Appendix 1.

**‘Product’**

Means any content, documents, templates, presentations, tools, videos (in hard copy or electronic format) produced by The Gap and provided to the Licensee under this Agreement, and includes the ongoing Enhancement and Support Services as specified in Clause 4.

**‘Team Member’**

For the purpose of determining the monthly licence fee includes any employee, accounting or Business Development contractor or consultant and all working owners, regardless of the numbers of hours worked and whether or not they will use the Product.

**‘Term’**

Means the Initial Term and any Extended Terms as specified in Clause 16.

**‘The Gap Portal’**

Means the Internet site at the sub-domain: [portal.thegapportal.com](http://portal.thegapportal.com).

- 1.2. Interpretation in this Agreement, unless the context otherwise requires:
- a) The word ‘person’ includes a natural person and anybody or entity whether incorporated or not;
  - b) ‘Including’ and similar words do not imply any limitation;
  - c) A reference to the Licensee or The Gap is also a reference to that party’s permitted assigns or successors;
  - d) References in this Agreement to a party or parties are references to the parties to this Agreement;
  - e) References in this Agreement to sections and clauses are references to sections and clauses in this Agreement;
  - f) All amounts are plus GST (if any); and
  - g) All amounts are in New Zealand Dollars, unless expressly stated otherwise.

**2. Grant of Licence**

- 2.1. Product Licence:  
Subject to the terms and conditions of this Agreement, The Gap grants to the Licensee, and the Licensee accepts, a non-transferable, non-exclusive Licence to use the Product. The Licence provides the Licensee with access to the Product while the Licensee is paying the Monthly Licence Fee.
- 2.2. Licence limitations:  
The Licensee may use the Product to support the provision of services to its own clients, but may not sub-licence, sell or otherwise transfer or dispose of the Product in whole or in part, or otherwise use

or deal with the Product in any way that could diminish The Gap's Intellectual Property rights in the Product.

### **3. Free Trial**

- 3.1. Free trial:  
The Gap will provide limited access to the Product during the free trial.
- 3.2. Free trial period:  
The free trial period shall commence on the day the Licensee activates the free trial and shall continue for a period of 30 days.
- 3.3. Expiry of free trial:  
To continue to use the Product after the expiry of the free trial period, the Licensee must upgrade their account. Access to The Gap Portal will be restricted to the User Settings page after the expiry of the free trial.
- 3.4. Upgrade account:  
The Licensee may request to upgrade their account at any time during the free trial period to access the full Product.
- 3.5. Right to disable free trial:  
The Gap reserves the right to disable a free trial at its discretion.
  - a) If The Gap believes a trialist has provided inaccurate personal details to commence the trial, The Gap reserves the right to disable portal access until the trialist has been contacted and their identity and contact information verified.
  - b) If a trialist has previously been a Gap member, The Gap may disable the free trial and recommend a demo.
  - c) If The Gap believes a trialist has commenced the trial on a not in good faith basis, access to the trial will be immediately revoked.

### **4. Enhancement and Support Services**

- 4.1. The Gap will provide Enhancement and Support Services during the Term.
- 4.2. Enhancement and Support Services include:
  - a) The electronic delivery to the Licensee, via The Gap Portal, of new content releases, versions and updates of the Product as they become available;
  - b) The provision of unlimited off-site support, during Business Hours, for the Product in relation to diagnosis and correction of any errors, omissions or other defects in relation to the Product in the form supplied by The Gap;
  - c) The provision of online and phone-based support.
  - d) The provision of online and workshop training and support to encourage best practice use of the Product as follows:
    - i The provision of at least six online, community group-based training sessions during the initial term and any extended terms under this Agreement; and
    - ii The provision of up to five individual tickets to our Annual Workshop Programme during the Term, with any travel and accommodation cost being the responsibility of the Licensee; and
    - iii The provision of custom-branded marketing collateral for web and print media.

- 4.3. **Technical support:**  
In the case of technical problems, the Licensee must make all reasonable efforts to investigate and diagnose problems prior to contacting The Gap. If technical help is still required, please check the help options available under the question mark icon in The Gap Portal. If further technical support is needed, contact support@thegapportal.com for assistance.
- 4.4. **Access by The Gap team:**  
In the event that it is necessary for a member of The Gap team to log into the Licensee's account in The Gap Portal in order to investigate and problem-solve technical issues, The Gap will seek the Licensee's express permission before doing so. The Gap support user will be archived from the Licensee's account when the issue has been resolved.
- 4.5. **Service availability:**  
Whilst The Gap intends that the Product should be available 24 hours a day, seven days a week, it is possible that on occasions the Product or The Gap Portal may be unavailable to permit maintenance or other development activity to take place. If for any reason The Gap has to interrupt the Product for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity on The Gap Portal dashboard and on The Gap's website.
- 4.6. **Enhancement and support services specifically excluded are:**
- a) Diagnosis and correction of any errors, omissions or other defects in relation to the Product that are, in The Gap's reasonable opinion, caused by:
    - i Modification, alteration or adaptation of the Product by the Licensee;
    - ii The Licensee's hardware and software systems;
    - iii Use of the Product in a manner contrary to any specifications or advice provided by The Gap;
    - iv The Licensee's failure to utilise new releases, versions and updates provided by The Gap on a timely basis;
    - v Use of the Product by the Licensee's employees who are not suitably qualified or trained to use the Product;
    - vi Any unauthorised use of the Product; or
    - vii Any failure of the Licensee to comply with the terms of this Agreement.
- 4.7. **Suspension of Enhancement and Support Services:**  
The Gap may (without prejudice to its other rights and remedies) suspend delivery of the Enhancement and Support Services during any period in which the Licensee is in arrears for payment of any fees payable under this Agreement.

## **5. Access to The Gap Portal**

- 5.1. The Gap will provide the Licensee with access to the Product.
- 5.2. The Gap may suspend access to the Product during any period in which the Licensee is in arrears for payment of any fees payable under this Agreement.
- 5.3. The Licensee must ensure that all usernames and passwords required to access the Product are kept secure and confidential. The Product has minimum password standards to enhance security, however, it is the Licensee's responsibility to ensure passwords are very strong and not easily guessed.
- 5.4. The Licensee acknowledges that it is solely responsible for the use, management and control of the Product licensed to the Licensee under the Agreement, and must:

- a) Ensure that the Product is used by competent, trained employees of the Licensee or of contractors or consultants to the Licensee, or by persons under the supervision of such persons;
  - b) Use best efforts to consider incorporating new releases, versions and updates provided by The Gap as part of the Enhancement and Support Services;
  - c) Co-operate with The Gap personnel in respect of any reasonable request made by The Gap for the purposes of The Gap fulfilling its obligations under this Agreement.
- 5.5. To support the provision of services to its own clients, the Licensee may copy, modify, alter or adapt the Product, but in doing so must always ensure that The Gap's Intellectual Property rights subsisting in the Product are fully protected.
- 5.6. As a condition of this Agreement, when accessing and using the Product, the Licensee must not:
- a) Attempt to undermine the security or integrity of The Gap's computing systems or networks, or where the Product is hosted by a third party, that third party's computing systems and networks;
  - b) Use, or misuse, the Product in any way which may impair the functionality of the Product or The Gap Portal, or other systems used to deliver the Product or impair the ability of any other user to use the Product.
  - c) Attempt to gain unauthorised access to any materials other than those to which the Licensee has been given express permission to access or to the computer system on which the Products are hosted;
  - d) Transmit, or input into the Product, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which the Licensee does not have the right to use); and
  - e) Attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any part of the Product or to operate the Product except as is strictly necessary to use it for normal operation.

## **6. Usage limitations**

- 6.1. Use of the Product may be subject to limitations. Any such limitations will be advised.

## **7. Communication conditions**

- 7.1. As a condition to this Agreement, if the Licensee uses any communication tools available through The Gap Portal, the Licensee agrees only to use such communication tools for lawful and legitimate purposes. The Licensee must not use any such communication tool for posting or disseminating any material unrelated to the use of the Product including (but not limited to): offers of goods or services for sale, unsolicited commercial email, files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which the Licensee does not have the right to use).
- 7.2. When the Licensee makes any communication in The Gap Portal, the Licensee represents that it is permitted to make such communication. The Gap is under no obligation to ensure that the communications on The Gap Portal are legitimate or that they are related only to the use of the Product. As with any other web-based forum, the Licensee must exercise caution when using the communication tools available in The Gap Portal. However, The Gap does reserve the right to remove any communication at any time in its sole discretion.

## **8. Additional services**

- 8.1. If requested by the Licensee, The Gap may provide additional services outside the scope of this Agreement, or recommend the services of other providers for services outside the scope of this Agreement. The scope of such additional services, the fees, and payment terms shall be agreed in writing between the parties at the time.

## **9. Monthly Licence Fee**

- 9.1. The Licensee will pay the Monthly Licence Fee in accordance with the terms set out in Schedule 1.
- 9.2. The Gap may review the Monthly Licence Fee at any time after the expiry of the Initial Term under clause 16 and shall give the Licensee written notice of the outcome of any such review. Any such review will take effect 30 days after receipt of such notice by the Licensee in accordance with clause 18.
- 9.3. If the Licensee disputes the whole or any portion of any invoice submitted to it by The Gap, the Licensee agrees to:
- a) Notify The Gap within 10 Business Days of receipt of the invoice of the dispute and the reasons for it; and
  - b) Pay that portion of the invoiced amount (if any) that is not in dispute by the due date.
- 9.4. Suspension of access to the Product if fees overdue:  
The Gap may (without prejudice to its other rights and remedies) suspend the Licensee's access to the Product and The Gap Portal during any period in which the Licensee is in arrears for payment of any fees payable under this Agreement.
- 9.5. Default interest:  
If any amount due and payable under this Agreement remains unpaid after the due date for payment, The Gap may (without prejudice to its other rights and remedies) charge default interest, from the due date for payment until payment in full of the overdue amount, on the total amount payable to The Gap under the terms of this Agreement at the rate of 1.2% per month.
- 9.6. Debt recovery:  
If any amount due and payable under this Agreement remains unpaid more than 45 days after the due date for payment, The Gap may (without prejudice to its other rights and remedies) engage the services of a debt recovery agency, and the Licensee agrees to pay all costs incurred by The Gap in doing so (including, in particular, any commission or fees charged by such agency) in addition to the amount being recovered.

## **10. Warranties and liability limitations**

- 10.1. Business purposes and the Licensee's own investigations:  
The Licensee acknowledges that it enters into this Agreement for business purposes; that it has undertaken its own investigations into the Product; and that it enters into this Agreement in reliance on those investigations and not on the basis of any warranty or representation by The Gap (except for any warranty or representation expressly set out in this Agreement).
- 10.2. No warranty:  
The Gap does not warrant that the Product is free of error, omission or other defect.
- 10.3. Remedy of defects:  
If, during the term, the Licensee discovers any error, omission or other defect in relation to the Product, then The Gap shall, as part of the Enhancement and Support Services, diagnose and remedy such error, omission or other defect.

10.4. No breach of third party rights:

The Gap warrants that, to the best of its knowledge, no part of the Product or the granting by The Gap of rights pursuant to this Agreement, shall breach the Intellectual Property rights of any third party, provided that:

- a) The Licensee notifies The Gap in writing as soon as practicable of any actual, suspected or alleged infringement ('Claim') and provides all reasonable assistance to perform its obligations under Clause 10.4;
- b) The Gap has sole control of the defence or settlement of any Claim;
- c) The Licensee has not, through any admission, statement or conduct, prejudiced The Gap's defence of any Claim;
- d) The Claim does not result from any modification, alteration or adaptation of the Product by the Licensee; and
- e) The Claim does not result from any failure by the Licensee to perform any of the Licensee's obligations under this Agreement.

10.5. Warranties excluded / liability limited:

- a) Except as set out in this Agreement, all warranties implied by customary practice, at law or under statute are excluded to the extent legally permitted.
- b) The Gap shall not be responsible for any cost, loss, damage or claim arising directly or indirectly in relation to this Agreement or the Product (whether arising in contract, tort, (including negligence), statute or otherwise) except for damages under the contract only suffered by the Licensee as a result of a breach by The Gap of the terms of this Agreement up to a maximum of the total amount of fees paid to The Gap under Clause 9.1.
- c) Without limiting the foregoing, The Gap shall not be liable for consequential loss, punitive, exemplary or general damages. This clause shall prevail over the other clauses in this Agreement to the extent of any inconsistency.

10.6. The provision of, access to, and use of, the Product is on an 'as is, where is' basis and at the Licensee's own risk.

10.7. The Gap does not warrant that the use of the Product will be uninterrupted or error-free. Among other things, the operation and availability of the systems used for accessing the Product, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Product. The Gap is not in any way responsible for any such interference or prevention of the Licensee's access or use of the Product.

10.8. It is the Licensee's sole responsibility to determine that the Product meets the needs of its business.

10.9. The Licensee remains solely responsible for complying with all applicable accounting, tax and other laws. It is the Licensee's responsibility to check that storage of and access to your Data via the Product and The Gap Portal will comply with laws applicable to you (including any laws requiring you to retain records).

## 11. Intellectual Property

11.1. Rights reserved:

The Licensee acknowledges that all Intellectual Property rights and proprietary rights subsisting in, or relating to, the Product (including any Product that is modified, altered or adapted by the Licensee, to the extent that it is substantially similar to the published Gap Product), but not including any data, shall at all times remain the exclusive property of The Gap.

- 11.2. Licensee to assist:  
The Licensee will do everything reasonably required by The Gap in order to protect The Gap's Intellectual Property, including acknowledging The Gap's Intellectual Property rights in appropriate documents it produces that contains The Gap's Intellectual Property.
- 11.3. No use of trade names:  
The Licensee shall not use or permit to be used any of The Gap's trademarks or trade names except with the prior written consent of The Gap.
- 11.4. Employee termination:  
Where an employee of the Licensee ceases to be employed by the Licensee, it is the Licensee's responsibility to ensure the protection of The Gap's Intellectual Property rights and that the employee's access to the Product is revoked upon the termination of employment.
- 11.5. Upon termination:  
Upon expiry or termination of this Agreement for any reason, Clauses 17.4 (b), (c) and (d) shall apply in relation to The Gap's Intellectual Property.

## **12. Your Data**

- 12.1. Ownership of Data:  
Title to, and all Intellectual Property rights in, the Data remains the Licensee's property. However, the Licensee's access to the Data is contingent on full payment of the Monthly Subscription Fee when due. The Licensee grants The Gap a licence to use, copy, transmit, store, and back-up the Licensee's information and Data for the purposes of enabling the Licensee to access and use the Product and for any other purposes related to the provision of services to the Licensee.
- 12.2. Back-up of Data:  
The Gap adheres to best practice policies and procedures to prevent data loss, including a regular and best practice system and back-up regime, but does not make any guarantees that there will be no loss of Data. The Gap expressly excludes liability for any loss of Data no matter how caused.
- 12.3. Where we think there has been unauthorised access to personal data, we will notify the Licensee, including details of the potential data breach. Depending on the nature of the unauthorised access, the Licensee may be required to assess whether the unauthorised access must be reported to a client and/or a relevant authority.
- 12.4. Security safeguards:  
The Gap has invested in technical, physical and administrative safeguards to do its part to help keep the Licensee's data safe and secure. While The Gap has taken steps to help protect the Licensee's data, no method of electronic storage is completely secure and The Gap cannot guarantee absolute security. The Gap will notify the Licensee if there appears to be unauthorised access to the Licensee's account and The Gap may also restrict access to certain parts of its services until the Licensee verifies that access was by an authorised user.

## **13. Confidentiality and privacy**

- 13.1. Confidential information:  
Each party acknowledges and agrees that all Confidential Information which is disclosed to, prepared, made available or otherwise received by it, or on its behalf by any advisor or agent, as a result of performance of this Agreement constitutes commercially sensitive and valuable information and will be held by the receiving party in the strictest confidence.
- 13.2. Non-disclosure:  
Each party agrees that it will not directly or indirectly disclose, nor permit the disclosure by its directors, employees, agents and advisors (if any) of, any of the other party's Confidential Information whether verbally or in writing to any person other than permitted pursuant to this



Agreement or with the prior written consent of that other party. Each party's Confidential Information will at all times remain that party's exclusive property.

**13.3. Covenants:**

In consideration of one party disclosing or otherwise disclosing Confidential Information to the other party, that other party covenants that it will keep indemnified and hold harmless the disclosing party against all losses, damages, costs or expenses which it may incur as a result of any unauthorised disclosure or use of the Confidential Information by the other party.

**13.4. Privacy:**

The Gap maintains a Privacy Policy that sets out the parties' obligations in respect of personal information. The Licensee should read that policy at [www.thegapportal.com](http://www.thegapportal.com). The Licensee will be taken to have accepted that policy when it accepts this Licence Agreement.

## **14. Force Majeure**

**14.1.** Where The Gap is unable, wholly or in part, by reason of a Force Majeure event, to carry out any obligation under this agreement and:

- a) Gives the Licensee immediate written notice of the nature and expected duration of, and the obligation affected by, the Force Majeure event; and
- b) Uses all reasonable endeavours to:
  - i Mitigate the effects of the Force Majeure event on The Gap's obligations under this Agreement; and
  - ii Perform The Gap's obligations under this Agreement despite the Force Majeure event;

Then that obligation is suspended so far as it is affected by the Force Majeure event during its continuance.

## **15. Assignment**

**15.1.** Limitations of Assignment by Licensee:

This Licence is personal to the Licensee. The Licensee shall not sell, transfer, subcontract, declare itself trustee of, or otherwise directly or indirectly transfer any interest in, this Agreement except with the prior written consent of The Gap.

**15.2.** Assignment by The Gap:

The Gap shall be entitled to assign, transfer, subcontract, or otherwise directly or indirectly transfer its interest in this Agreement to a third party.

## **16. Term**

**16.1.** Term:

The Term of this Agreement shall comprise the Initial Term under Clause 16.2, together with any Extended Terms under Clause 16.3, unless this Agreement is terminated under Clause 17.

**16.2.** Initial term:

This Agreement shall commence on the Commencement Date and shall continue for a period of 12 months ('Initial Term').

**16.3.** Extended term:

After the expiry of the Initial Term, this Agreement shall continue in full force and effect unless and until the Licensee gives written notice that it wishes to terminate the Agreement, in which case this Agreement shall terminate 30 days following receipt of such notice by The Gap ('Extended Term') in accordance with clause 17.1.

## 17. Termination

### 17.1. Termination by the Licensee:

- a) The Licensee may choose to terminate this Agreement at any time after the expiry of the initial term by providing 30 days' written notice in advance.
- b) The Licensee will be liable to pay any Monthly Licence Fee which falls due during the 30 day notice period, up to and including the day of termination.

### 17.2. Termination by The Gap:

- a) The Gap may choose to terminate this Agreement at any time by providing the Licensee with 30 days' written notice in advance.
- b) The Gap may terminate this Agreement immediately on written notice to the Licensee if the Licensee is in default as specified in Clause 17.3.

### 17.3. Default events:

The Licensee shall be in default of this Agreement where:

- a) It breaches, or fails to properly or promptly perform, any of its obligations under this Agreement, and fails to remedy that failure within 30 Days after receiving written notice (inclusive of the date of receipt) from The Gap requiring the failure to be remedied; or
- b) It breaches a material obligation under this Agreement which is incapable of remedy; or
- c) It assigns, transfers or otherwise disposes of any right, interest, obligation, or liability in contravention of this Agreement.

### 17.4. Termination:

Upon termination of this Agreement for any reason, the Licensee shall:

- a) Pay all outstanding moneys in accordance with this Agreement.
- b) Uninstall, return to The Gap, or destroy all Products and other Intellectual Property belonging to The Gap that has been saved onto desktops, laptops, devices, servers and other electronic storage systems and applications, including those belonging to the Licensee's employees;
- c) Not make any further use of the Product or The Gap's Intellectual Property, including to the extent that any Intellectual Property resides in modifications, alterations or adaptations made by the Licensee to the Product, (but only to the extent that any Product that is modified, altered or adapted is substantially similar to the published Gap Product), without prior consent from The Gap.
- d) If requested by The Gap:
  - i Provide The Gap with a written and signed confirmation that the Licensee has complied fully with clauses 17.4(b) and (c);
  - ii Provide The Gap or its nominated agent access to its premises in order to verify compliance with clauses 17.4(b) and (c).

### 17.5. Upon Termination:

- a) If the Licence Agreement is terminated, the Licensee will be provided platform access for a period of up to 30 days, to enable the Licensee to retrieve Licensee data, as well as Product that has been modified, altered or adapted to the extent that it is no longer substantially similar to the published Gap Product. The Gap has no obligation to maintain the Licensee's data or any such modified, altered or adapted Product after that period. Neither party will be liable for any damages resulting from termination of this Agreement;

- b) Notwithstanding clause 17.4 (b), The Licensee shall be permitted to retain possession of Product that contains client data, for document and risk management purposes only, and shall not be permitted to utilise such Product to provide services to its clients.

17.6. No refunds:

No refund is due to you if the Licence Agreement is terminated by the Licensee or The Gap in accordance with these terms.

17.7. Survival:

The provisions of this Agreement that are intended to continue beyond termination shall survive termination and continue in force including the following provisions of this Agreement: Clauses 9.1, 9.5, 9.6 (Payment, Default and Debt Recovery), 10 (Warranties), 11 (Intellectual Property), 12 (Your Data), 13 (Confidentiality and Privacy) and this Clause 17 (Termination).

## 18. Notices

18.1. Service:

Every notice or other communication given under or in connection with this Agreement will be in writing and addressed to the relevant party and delivered, posted by pre-paid registered mail or sent by email to the address or email address of the relevant party.

18.2. Receipt:

Every notice or other communication sent by pre-paid letter will be deemed to have been received when personally delivered or four working days after it has been put in the post.

18.3. Unsolicited Electronic Messages Act:

The Licensee gives its consent for The Gap to send it electronic messages and community alerts containing commercial marketing and Product information. The Gap agrees not to disclose the Licensee's email address to any other person for commercial purposes.

## 19. Miscellaneous

19.1. Compliance with laws:

Each party will, in performing its respective obligations under and in connection with this Agreement, comply with all relevant statutes and other laws.

19.2. Entire Agreement:

This Agreement, together with The Gap's Privacy Policy, constitutes the entire Agreement, understanding and arrangement (express and implied) between the parties relating to the subject matter of this Agreement.

19.3. Where any provision of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions of this Agreement and the parties must attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' objectives.

19.4. No waiver by action:

Any delay, failure, or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or connection with, this Agreement, will not operate as a waiver of such right, power or remedy.

19.5. Waiver to be in writing:

The waiver of any breach of any provision of this Agreement will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.

- 19.6. Payments without deductions or set-off:  
All payments required to be made by the Licensee under the terms of this Licence shall be made without any set-off or deduction whatsoever.
- 19.7. Non-solicitation of employees:  
During the Term, neither party shall solicit for employment any person who is employed by the other party.
- 19.8. New Zealand law:  
This Agreement is governed by New Zealand law. New Zealand Courts have non-exclusive jurisdiction.

## Schedule 1

### 1. Monthly Licence Fee:

- 1.1. For member firms located in New Zealand, payment is in New Zealand dollars, plus GST:
  - a) For firms with between 1 and 2 team members: \$395 per month.
  - b) For firms with between 3 and 11 team members: \$595 per month.
  - c) For firms with between 12 and 31 team members: \$795 per month.
  - d) For firms with between 32 and 71 team members: \$995 per month.
  - e) For firms with more than 71 team members: as negotiated between the parties.
- 1.2. For member firms located in Australia, payment is in Australia dollars:
  - a) For firms with between 1 and 2 team members: \$395 per month.
  - b) For firms with between 3 and 11 team members: \$595 per month.
  - c) For firms with between 12 and 31 team members: \$795 per month.
  - d) For firms with between 32 and 71 team members: \$995 per month.
  - e) For firms with more than 71 team members: as negotiated between the parties.
- 1.3. For member firms located in the United Kingdom, payment is in British pounds:
  - a) For firms with between 1 and 2 team members: £195 per month.
  - b) For firms with between 3 and 11 team members: £295 per month.
  - c) For firms with between 12 and 31 team members: £395 per month.
  - d) For firms with between 32 and 71 team members: £495 per month.
  - e) For firms with more than 71 team members: as negotiated between the parties.
- 1.4. For member firms located elsewhere, payment is in United States dollars:
  - a) For firms with between 1 and 2 team members: \$285 per month.
  - b) For firms with between 1 and 11 team members: \$425 per month.
  - c) For firms with between 12 and 31 team members: \$575 per month.
  - d) For firms with between 32 and 71 team members: \$715 per month.
  - e) For firms with more than 71 team members: as negotiated between the parties.
- 1.5. Payment terms are as follows:
  - a) The first Monthly Licence Fee is payable on Commencement Date.
  - b) Subsequent Monthly Licence Fees are payable via GoCardless.