

disclosing party gives no warranties, whether express or implied including any implied warranties of satisfactory quality and fitness for a particular purpose with respect to the Confidential Information.

- (e) In no event shall either party be liable (except to the extent of personal injury or death caused by that party's negligence) for any indirect, special, penal, incidental, or consequential damages, loss of data, loss of profits, loss of revenue, business or benefit in connection with or arising out of the Confidential Information or use of any item of Confidential Information by the Recipient and/or persons who receive Confidential Information through the Recipient.

5. **Disclaimer**

All rights in the Confidential Information are reserved by the disclosing party and no rights or obligations other than those expressly contained in this Agreement are granted or to be implied. In particular, no licence is granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made, obtained or licensable by either party.

6. **Business Autonomy**

Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into any business relationship or shall preclude, impair or restrict either party from continuing to engage in its business, otherwise than in breach of the terms of this Agreement.

7. **Waiver**

Any failure to exercise any right or remedy available to a party does not limit that party's rights to exercise that or any other right or remedy. Any waiver or variation of the terms of this Agreement must be in writing and signed by both parties.

8. **Enforceability**

This Agreement is for the benefit of both parties and is enforceable by either party and any Associated Company.

9. **Remedies**

Each party acknowledges that remedies at law may be inadequate to protect the other against, and that damages would not be adequate compensation for, a breach of this Agreement. In the event of a breach of this Agreement by a party, that party hereby in advance agrees and consents to the granting of an injunction (whether interlocutory or otherwise) against it to prevent disclosure or use by it of the other party's Confidential Information.

10. **Severability**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

11. **Entire Agreement, Governing Law and Jurisdiction**

This Agreement constitutes the entire agreement and understanding between the parties in respect of the Confidential Information and supersedes all previous agreements, understandings and undertakings, in such respect. The interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of New Zealand and the parties hereby submit to the exclusive jurisdiction of the New Zealand Courts.

EXECUTION

Signed / Signed for and on behalf of

Signed / Signed for and on behalf of

Whistlebox

SIGNATURE:

PRINT NAME: ACE A LIO

TITLE: AUTHOR & CREATIVE DIRECTOR

DATE:

SIGNATURE:

PRINT NAME:

TITLE: