

Master Agreement

Background: • VoipHub (Company Reg. No.: 6268471 NZBN: 9429046080080) will be referred to as 'VoipHub • Customer is a legal entity that subscribed and uses VoipHub services for its own use or for the purpose of reselling. This could be a company or an individual; • VoipHub and its related bodies corporate are suppliers of telecommunications and Information technology products and services. • The Customer wishes to purchase or resell products and/or services from VoipHub. • This Master Services Agreement sets out the general terms and conditions that apply to the provision of all products or services to the Customer

IT IS AGREED AS FOLLOWS

1. Definitions and Interpretation In this agreement unless the context otherwise requires:
Agreement means this Master Services Agreement and its schedules and annexures, as varied from time to time. Business Day means: a day that is not a Saturday, Sunday or public holiday in, New Zealand. Charges means the fees payable by the Customer to VoipHub for Services provided under this Agreement or any relevant Service Schedules or Service Orders, including any Fixed Term Charge. Companies Act means the Companies Act 1993. Confidential Information of a party means any information marked as confidential or which by its nature the other party knows or ought to know is confidential (regardless of the form of the information and when it was acquired) and includes trade secrets, technical knowledge, concepts, designs, plans, precedents, processes, methods, techniques, know-how, innovations, ideas, procedures, research data, financial data, databases, personnel data, computer software and programs, customer and supplier information, correspondence and letters and papers of every description including all copies or extracts of same relating to the affairs or business of the party. Control has the meaning given in the Companies Act 1993. Customer Equipment means any hardware, software, equipment, systems and cabling provided by the Customer or an End User used in the provision of Services. Customer Facility means the area housing equipment used by or belonging to the Customer. Dispute means a dispute case raised by the Customer in relation to the supply, charges, commissions or other aspects of Services provided under the Agreement. End Users means the customers, employees, or any other entity of the Customer. Fixed Term Product means any Service supplied by VoipHub in a fixed or minimum amount per month for a fixed Initial Term, where the number of months in the Initial Term is specified in the relevant Service Schedule or Service Order for that Service. Fixed Term Charge means the charge payable in accordance with clause 5.2 for a Fixed Term Product for the total duration of the Initial Term. Force Majeure Event means any event that is beyond the reasonable control of a party and which prevents a party from performing, or delays the performance of, any of its obligations under this Agreement or any Service. Schedule or Service Order including (without limitation): (a) forces of nature, any act of God, fire, storm or explosion; (b) any strike, lockout or industrial action; (c) any action or inaction by any organisation of government or government agency; (d) a Supplier Failure. GST Goods and Services Tax Act 1985. Initial Term means, in respect of a Service, the minimum contract period specified in a Service Order applicable to that Service, the term of which shall be deemed to commence on the date once service has been provisioned and activated by VoipHub as per RFS date. Insolvency Event means in relation to a party: (a) a receiver, receiver and manager, trustee, administrator, other controller (as defined in the Insolvency Act 2006 or similar official is appointed over any of the assets or undertaking of the party; (b) the party suspends payment of its debts generally; (c) the party is or becomes unable to pay its debts when they are due or is or becomes unable to pay its

Master Agreement

debts or is presumed to be insolvent within the meaning of the Insolvency Act 2006; (d) the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; (e) the party ceases to carry on business or threatens to cease to carry on business; (f) a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator; or (g) an application or order is made for the winding up or dissolution of the other party, or a resolution is passed, or any steps are taken to pass a resolution, for the winding up or dissolution of the other party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the first party; (h) a party threatens to do any of (a) – (g). Intellectual Property Rights means all intellectual property rights, including the following rights: (a) patents, copyright, rights in circuit layouts, registered and unregistered designs, trade marks, domain names, business names and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

Interest Rate set by the Reserve Bank of New Zealand plus 3%.

Network Services means communications services provided by VoipHub to the Customer as set by the VoipHub Rates and Service Sheet, Service Schedule or Service Order.

Programs means any software to be used by Customer that is provided by VoipHub.

RFS Date in relation to a particular service, means:

- (a) the ready for service date specified in the Service Order for that Service or;
- (b) if no date is specified in the Service Order, the date notified to the Customer as the RFS Date by email from VoipHub or;
- (c) if neither (a) nor (b) applies, the date on which the Service is first made available to the Customer by VoipHub.

Scheduled Maintenance means maintenance to be carried out by VoipHub from time to time and notified to the Customer in writing by email.

Security Deposit means an amount payable by the Customer determined by VoipHub to be held by VoipHub as security for payment of all sums due under this Agreement, a Service Schedule or a Service Order.

Service means a product or service supplied by VoipHub to the Customer under this Agreement, as more particularly specified in a Service Schedule or Service Order and includes any equipment, wires, cables, ports, switches, routers, cabinets, racks and other hardware or telecommunications equipment supplied with that product or service. Service Level Agreement (SLA) means the document that identifies the expected performance levels of the Network Services provided by VoipHub.

Service Schedule means a schedule supplied to the Customer by VoipHub setting out the specifications, system requirements and performance capabilities of a Service. VoipHub may amend the terms of any Service Schedule from time to time by notifying the Customer in writing by email (Amendment Notice). Any such amendment will be binding on the parties from the date of delivery

Master Agreement

of the Amendment Notice. A Service Schedule, as varied from time to time will be binding in respect of all supplies of the Service to which it relates.

Service Order means an order in VoipHub's standard written format for the provision of a Service, which includes details of the Initial Term and Charges for the Services provided, signed on behalf of both parties or submitted electronically by email or via web form. A Service Order will continue in force for the specified Initial Term. After expiry of the Initial Term it will continue in force until terminated by either party giving 30 days' written notice to the other. Termination of a Service Order does not automatically terminate this Agreement or any applicable Service Schedule, which will each continue in force until terminated in accordance with this Agreement.

Suppliers means any person, company or legal entity that provides services, products or equipment to VoipHub.

Supplier Failure means a failure of any equipment, product or service supplied to VoipHub by a third party which is required by VoipHub to enable it perform its obligations under this Agreement or a Service Schedule or Service Order.

System means the telecommunications equipment, servers, and software housed at VoipHub's data centre.

Technical Standards means the prevailing telecommunications industry standards for Network Services.

Telecommunications Act means the Telecommunications Act 2001 No 103.

VoipHub Equipment means any equipment owned or used by VoipHub in the provision of a Service.

Interpretation

(a) a reference to a person includes a body corporate, an unincorporated body, enterprise, firm, trust, joint venture, syndicate or other entity and conversely;

(b) a reference to a clause or schedule is to a clause of or schedule to this agreement;

(c) a reference to any party to this agreement or any other agreement or document Includes the party's successors and permitted assigns;

(d) a reference to any legislation or to any provision of any legislation includes any amendment, consolidation or replacement of it, and all regulations and statutory instruments issued under it;

(e) a reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing;

(f) a reference to a party is a party to this agreement or any person who executes a deed of accession to this agreement;

(g) terms defined in the Companies Act has the same meaning in this agreement, unless the context expresses otherwise; (h) if any payment by a party under this agreement is due on a day which is not a Business Day, the due date will be the next Business Day;

(i) if an obligation must be performed by 2 or more persons it binds them jointly and individually.

Master Agreement

2. Interaction between this Agreement, Service Orders, Service Schedules, Critical Information Summaries, Reseller Agreement Customer may order multiple services from VoipHub. Each service is supplied in accordance with its SLA, Pricing, Initial Term and other relevant conditions specified in the Service Order or Quotation which is once signed can be deemed as a service order. Service Orders will continue in force for the specified Initial Term. After expiry of the Initial Term it will continue in force until terminated by either party giving 30 days written notice to the other. Termination of a Service Order does not automatically terminate this Agreement. In the event of any inconsistency between the terms of this Agreement and Service Order in relation to a particular supply of a Service, the following order of priority applies: a. first the Service Order, including any applicable rate cards and attachments then b. Reseller agreement (when applicable) c. Critical Information Summary d. Service Schedule (for the corresponding product/service) e. this Agreement Above documents are published here: <https://nz.VoipHub.online/legal>.

3. Supply of Services and VoipHub Obligations

3.1 Services supplied or resold by VoipHub. VoipHub must supply Services specified in a Service Order and in accordance with that Service order, and otherwise on the terms of this Agreement.

3.2 Service Levels. VoipHub must provide the Services in accordance with the relevant service level agreement specified in the Service Schedule. The Customer's sole remedy for failure to meet a service level agreement is the service level rebates specified in the relevant , and the Customer waives any right to any additional remedy.

3.3 Use of Services. The Customer must only use the Services in accordance with the terms specified in the Service Order.

3.4 Additional Services. The Customer may request additional services that are within the scope of the existing service order. Such requests may be made via Phone or email by the Authorised representative of the Customer.

3.5 VoipHub will take all reasonable steps to make sure the Customer receives their voice service, however the voice service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the voice service at certain times.

4. Obligations of the Customer In addition to any other obligations of the Customer set forth in this Agreement, the Customer shall:

4.1 In exchange for the Network Services provided by VoipHub, pay the various recurring and non-recurring charges set forth in VoipHub Service Order, Rate and Service Sheet.

4.2 Make arrangements for and bear all expenses of a data or Internet connection to access the relevant VoipHub services;

4.3 Coordinate with VoipHub in the exchange of technical information relating to the interface circuitry and any local interconnect equipment in order for VoipHub to engineer the necessary interconnect facilities;

Master Agreement

4.4 If applicable, be responsible for provisioning all interfaces between the System and the network in which the Customer Facility is located;

4.5 Provide and maintain its own network and network security;

4.6 Grant to VoipHub personnel such access to the Customer Facilities and System as may be necessary or appropriate for VoipHub to perform its obligations under this Agreement;

4.7 Comply with any operational procedures and technical specifications specified in any Service Order or other reasonable directions given by VoipHub in relation to the Customer's obligations under this Agreement or a Service Order;

5. Charges and Billing

5.1 VoipHub provides service on prepaid or post-paid basis. VoipHub can decide that you have a credit limit. If so, we will tell you what that credit limit is. Fees and charges applicable to your service will commence from the RFS date (ready for service date). VoipHub will email an invoice to you no less frequently than monthly, and you must pay any outstanding fees and charges by the invoice due date. For cases where direct debit authority has been configured, all fees and charges will be billed to your nominated credit card on the invoice due date. If you cancel your credit card authority, or if you do not pay your invoice by the invoice due date, VoipHub will charge a late fee as per its current fees structure. Charges for archive or hardcopy invoices may apply. If you exceed the credit limit, VoipHub may suspend the service until payment has been made to bring your account back within the terms of your credit limit.

5.2 VoipHub may start to invoice a Customer for a Service from the RFS Date whether or not the Customer has used the Service since that date.

5.3 For Customer's on a post-paid account method, an invoice will be issued monthly via your registered e-mail address that you provided during registration with VoipHub. If you do not receive your invoice, it is your responsibility to notify VoipHub immediately. Invoices will be sent either as a PDF or text file. If you request an archived or hard copy invoice additional charges may apply.

5.4 For prepaid Customer's you are required to maintain a positive account balance. Direct deposit transfers for account balance top-ups are supported to the account number nominated by VoipHub. You can also authorise VoipHub to automatically deduct money from your nominated credit card, failures may occur and are the responsibility of the Customer to resolve with the nominated card authority.

5.5 VoipHub reserve the right to make changes to or close Pricing Plans at its discretion. Any Pricing Plan change that may be detrimental to the Customer will be communicated via email to the Customer's nominated email address a minimum of 14 days before becoming effective.

5.6 Automatically authorised payments by credit card or other similar methods, shall be drawn against your authority when due without further notice to you unless you terminate the payment method by 14 days written notice to VoipHub. Suspension of services will occur in the event that your authorised payment method is refused or dishonoured by your nominated financial institution and your account balance exceeds the credit limit that is assigned to the billing account.

Master Agreement

5.7 The Customer agrees that all Charges incurred when using the VoipHub's Service is the sole responsibility of the Customer. Irrespective of whether or not the originated call was placed from the Customer, or was placed by a third party (with or without the Customer's consent).

5.8 The Customer must take all steps to verify that sufficient funds are available on credit cards stored on the billing account and the billing account has sufficient balance to cover service and subscription fees.

5.9 Despite anything in these Terms and Conditions, VoipHub will not continue to provide the Customer with the Service, as a result of any unpaid charges extending beyond 30 days from the date that the charges were due for payment, unless the amount overdue is subject to a review as per item 6. of this agreement (Disputes); If any amounts are outstanding beyond 30 days from the date on which payment for those charges was due, this Agreement may be terminated by VoipHub immediately and you will be required to pay all outstanding charges to VoipHub immediately. If after standard collection activities, your account remains unpaid in part or in whole for a period of (30 days) from the due date, your information may be referred to a debt collection agency or credit reference agency. VoipHub may charge reasonable expenses in connection with recovery of late payments (including the costs of engaging a third party recovery agency). If VoipHub engages a third party agent or institutes legal proceedings to recover any outstanding amounts due under the Terms and Conditions of this agreement, the Customer will, to the extent permitted by law, be liable for VoipHub costs of taking such action.

5.10 Termination of service on accounts with minimum contract will be charged the monthly fee for the remainder of the contract period. E.g. If you have 8 months left on your 12 month contract on a \$14.95 per month package you will be required to pay \$14.95 x 8 which would be \$119.60; If the Customer breaches any term of this Agreement or any applicable Service Schedule or Service Order (including non-payment of any invoice issued under clause (c)), any unpaid part of any Fixed Term Charge outstanding becomes immediately due and payable.

5.11 It is agreed that call log information collected by VoipHub billing system is deemed to be sufficient evidence of the calls made by the Customer.

5.12 VoipHub reserves the right to invoice the Customer including its Resellers for an under paid service any time up until twelve (12) months after the service has been provided to the Customer or its End Users. The Customer agrees to pay all such invoices.

6. Disputes

6.1 The parties must exhaust the provisions of this clause 6 before initiating any legal proceedings in court.

6.2 The Customer may lodge a Dispute with VoipHub by providing written notification outlining the nature of the Dispute and the supporting evidence that the Customer has based the Dispute on.

6.3 Where a Dispute is lodged against an invoice from the current billing period, The Customer may withhold the disputed amount from the payment due on that invoice. All other undisputed amounts must be paid in full and the Customer's account must be fully paid up within the terms before a Dispute will be accepted by VoipHub.

Master Agreement

6.4 Where a Dispute is lodged against a paid invoice, the Customer must not withhold any further payments or part thereof.

6.5 Disputes related to an unpaid invoice charges may only be lodged prior to the invoice's due date. Disputes for settled invoices can be raised up to 6 months after the invoice payment due date.

6.6 The parties must use their best endeavours and act in good faith to resolve any dispute arising in connection with this Agreement, or Service Order by negotiation between senior management of both parties.

6.7 If a dispute is resolved in the favour of VoipHub, the Customer shall promptly pay the full amount due within five (5) business days. If a dispute is resolved in favour of the Customer, VoipHub shall reimburse the disputed amount to the Customer within five (5) business days.

6.8 If the senior management of the parties fail to resolve the dispute within 20 Business Days of notification of the dispute, either party may take such additional action as it deems necessary to resolve the dispute, including initiating legal proceedings

7. Warranty and dispatch

The Customer agrees to all Terms and Conditions set in the Warranty, Dispatch and Returns policy, <https://nz.VoipHub.online/legal>.

8. Fault reporting and restoration

8.1 The Customer must report any faults in relation to the Services provided by VoipHub as per applicable Service Schedule. Service rebates, guaranteed uptime and other conditions may vary depending on the services supplied.

8.2 VoipHub reserves the right to charge the Customer at its then commercial rates (including additional rates for out of hours service, as published in the relevant Service Schedule or Service Order) for fault restoration when VoipHub responds to a fault request from the Customer where the fault was a result of the following: (a) any fault in any equipment, software or any network unit which does not form part of the VoipHub's Infrastructure. (b) defects in the Customer Equipment or its installation. (c) any act or omission of the Customer or any of its employees, consultants, contractors, agents or representatives.

9. Confidentiality

9.1 Confidentiality Obligation Each party (Recipient) which receives Confidential Information of the other party (Disclosing Party) under this Agreement acknowledges that all Confidential Information provided to it or to which it is exposed is Confidential to the Disclosing Party, this includes all pricing information.

9.2 Loss suffered The Recipient acknowledges and agrees that the Confidential Information is by virtue of its special nature valuable property of the Disclosing Party and that the Disclosing Party may suffer damage or loss by any disclosure by the Recipient of the Confidential Information.

9.3 Non-Disclosure The Recipient must: (a) treat all Confidential Information as Confidential and not

Master Agreement

make public or disclose to any other person that Confidential Information unless it has first obtained the written consent of Disclosing Party to do so; (b) prevent third parties from gaining access to the Confidential Information and; (c) deliver and surrender to Disclosing Party upon request all records of Confidential Information held by it.

9.4 Disclosure Required The Recipient may disclose Confidential Information if required to do so by a government agency or any law or court order, or the rules of any applicable securities exchange after first giving notice to Disclosing Party and after taking all practicable steps to cooperate with Disclosing Party to prevent the disclosure to the maximum extent permitted by law.

9.5 Use of Information The Confidential Information must not be used by the Recipient or its Representative other than for the purposes of this Agreement or any use ancillary to the use contemplated by this Agreement without the prior written consent of Disclosing Party.

9.6 Reference to the Customer VoipHub may refer to the Customer as a Customer of VoipHub in any press release, marketing, sales, or web publications, unless this Customer is a Reseller, in which case a special agreement between VoipHub and Reseller must be made.

10. Suspension and termination of the service

10.1 If, in the opinion of VoipHub, the Customer breaches any of the Terms and Conditions of this Agreement, VoipHub may suspend, limit your access to the service and we may terminate this agreement by giving 30 days notice to the Customer. The termination of the service shall not preclude VoipHub from exercising any other rights VoipHub may have against the Customer under this Agreement. Immediate suspension: Although VoipHub will try to give the Customer as much notice as is reasonably practicable, VoipHub may apply immediately suspend to your service in the following cases: a. If your service has been hijacked and is being used illegally. b. If any equipment in the Customer administrative domain impacts VoipHub's network functionality in a way that effects other Customers. In the above events VoipHub will contact the Customer immediately after suspension and will assist in the quickest possible service restoration. VoipHub will provide initial cloud PBX configuration, however the Customer will have full access to the administrative web interface and have to ensure that strong passwords are maintained for all VoIP devices. The Customer account may be suspended as a result of the Customer's account, Hosted PBX, SIP Trunk or SIP Device being hacked/hijacked. It is agreed however, that in such situations the Customer will be responsible for any call charges incurred.

10.2 Suspension, limitation and termination with notice: In addition to our rights above, VoipHub may, by giving the Customer reasonable notice (in any event at least 30 days notice): Suspend or limit the Service (or any feature of it) for such period as we determine is reasonably necessary; or Terminate this Agreement.

10.3 Consequences of Suspension: If we suspend or limit the Service, you will be barred from using the Service until we un-bar the Service. We will continue to charge you, and you must pay us, the Monthly Service Fee in respect of the period during which we have suspended or limited the Service (or any feature of it)

10.4 Suspended Services If VoipHub suspends the provision of any Services under this clause, VoipHub may reinstate those services if all amounts due (including interest) are subsequently paid. In that event, VoipHub may charge a reconnection fee equal to one month's Charges as a condition for the recommencement of the Services.

Master Agreement

10.5 If you have purchased hardware at a discounted rate and agreed to a minimum term contract you may also be liable for the full RRP (Recommended Retail Price) of the hardware upon termination (if within the minimum term). Customers who wish to disconnect their services during the 14-day Trial Period offered will have this done once all equipment is returned to VoipHub.

10.6 For any Service Order with an initial minimum Term, after the Initial Term expires, the Service Order remains in force on a month-to-month basis until terminated by either party giving the other not less than 30 days written notice of termination.

10.7 Customer termination The Customer may terminate this Agreement, or an individual Service Order (as the case may be) by notice in writing to VoipHub, if: (a) VoipHub has committed a material breach of this Agreement, the Service Order (as the case may be) and either: (i) the breach is not remedied within 10 business days of the date written notice of the breach is given to VoipHub; or (ii) the breach is not capable of remedy; or (b) VoipHub suffers an Insolvency Event; or (c) VoipHub is unable to provide the Services due to a Force Majeure Event, which event continues for a period of more than 30 days.

11. Actions on termination of this agreement On termination of this Agreement, or Service Order:

(a) all unpaid sums owing by each party will immediately become due and payable to the other party;

(b) in addition to any other rights it may have, VoipHub may:

(i) retain any moneys paid to it in respect of services provided;

(ii) repossess and resell any Products for which the Customer has not paid in full (and the Customer authorises VoipHub and its representatives to access its premises in order to do so);

(iii) Request payment of any amounts due and if not paid within 10 business days, take possession of and sell any Customer Equipment held at a data centre and use the proceeds of sale to meet any outstanding amounts due. (c) the Customer must:

(i) immediately return to VoipHub all Confidential Information of VoipHub, all access codes and keys of any type, any Products for which the Customer has not paid in full and any other materials in the Customer's possession relating to VoipHub;

(d) The Customer will be responsible for any costs incurred in: Becoming Insolvent; or if you are a partnership, the partnership ceases

12. Limitation of liability

12.1 No indirect loss Unless expressly stated to the contrary in this Agreement or a Service Order, neither party is liable to the other for any indirect, special or consequential loss (including but not limited to loss of profits or loss of revenue, loss of data, loss of business or opportunity) however caused in connection with or related to this Agreement, or a Service Order.

12.2 No implied terms All terms, conditions or warranties which may be implied into this Agreement, or Service Order are excluded to the fullest extent permitted by law.

Master Agreement

12.3 Resupply of Services Where legislation implies in this Agreement or any Service Order any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty is deemed to be included. The liability of VoipHub for any breach of such condition or warranty is limited, at the option of VoipHub, to one or more of the following: (a) if the breach relates to goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or; (iv) the payment of the cost of having the products repaired and; (b) if the breach relates to services: (i) the supplying of the services again or; (ii) the payment of the cost of having the services supplied again.

12.4 Maximum liability The total aggregate liability of VoipHub and its Related Bodies Corporate, employees, directors, agents or representatives in respect of all claims made under this Agreement (including under any Service Order) or otherwise in respect of the provision of Services (including in respect of any claims in tort or negligence) is limited as follows: (a) where the breach occurs as a result of a failure to meet any service level specified in a Service Order, the service level rebate specified in that Service Order; (b) in every other case, an amount equal to the total Charges paid by the Customer in the 6 month period prior to the date of the relevant claim.

13. Indemnity

13.1 Indemnity The Customer indemnifies VoipHub and its Related Bodies Corporate, directors, officers, employees and agents from and against all losses, damages, liabilities, claims and expenses incurred (including but not limited to reasonable legal costs and defence or settlement costs) arising directly or indirectly as a result of: (a) any breach by the Customer or End User of this Agreement (or any Service Schedule or Service Order entered into between the Customer and VoipHub); (b) any negligent act or omission of the Customer or any of its employees, consultants, contractors, agents or representatives relating to this agreement or any Services provided under this agreement;

13.2 Customer indemnities in respect of End Users (a) The Customer indemnifies VoipHub (and its employees, directors or related bodies corporate) on a full indemnity basis in respect of any losses, damages, costs, penalties, awards, interest or other liabilities incurred as a result of any claim made by an End User relating to or in connection with Services or their use by the Customer or the End User. (b) The Customer further indemnifies VoipHub (and its employees, directors or Related Bodies corporate) in respect of any losses, damages, costs, penalties, awards, interest or other liabilities incurred as a result of the negligent, fraudulent, criminal or other illegal or wrongful use by the Customer or any End User of any Service supplied under this Agreement, a Service Schedule or a Service Order.

14. Force Majeure No liability. VoipHub is not liable for any delay or failure to perform its obligations under this Agreement or any Service Order to the extent that the delay or failure is due to a Force Majeure Event. 15. Assignment and Sub-Contracting

15.1 No assignment by the Customer without consent. The Customer may not assign, charge or deal with any its rights and obligations under this Agreement or any Service Schedule or Service Order, or attempt or purport to do so, without the prior written consent of VoipHub which will not be unreasonably withheld.

Master Agreement

15.2 Assignment by VoipHub. VoipHub may assign, novate or subcontract any of its rights or obligations under this Agreement or any Service Order to any person without the Customer's consent.

16. The supply of goods

16.1 Risk.

16.1.1 If VoipHub retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.

16.1.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, VoipHub is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms and Conditions by VoipHub is sufficient evidence of VoipHub's rights to receive the insurance proceeds without the need for any person dealing with the Customer to make further enquiries.

16.2 Title.

16.2.1 VoipHub and the Customer agree that ownership of the Goods shall not pass until:

(a) the Customer has paid VoipHub all amounts owing for the particular Goods and; (b) the Customer has met all other obligations due, in respect of all contracts between VoipHub and the Customer.

16.2.2 Receipt by VoipHub of any form of payment shall not be deemed to be a payment until that form of payment has been honoured, cleared or recognised and until then, VoipHub's ownership or rights in respect of the Goods shall continue.

16.2.3 It is further agreed that:

(a) where practicable the Goods shall be kept separate and identifiable until VoipHub shall have received payment and all other obligations of the Customer are met and;

(b) until such time as ownership of the Goods shall pass from VoipHub to the Customer, VoipHub may give notice in writing to the Customer to return the Goods. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease and;

(c) VoipHub shall have the right of stopping the Goods in transit whether or not delivery has been made and;

(d) if the Customer fails to return the Goods, then VoipHub or VoipHub's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods and;

(e) the Customer is only a bailee of the Goods and until such time as VoipHub has received payment in full for the Goods, then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to VoipHub for the Goods, on trust for VoipHub and;

(f) the Customer shall not deal with the money of VoipHub in anyway which may be adverse to VoipHub and;

(g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of VoipHub and;

Master Agreement

(h) VoipHub can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer and;

(i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that VoipHub will be the owner of the end products. 16.3 Defects.

16.3.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify VoipHub of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford VoipHub an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in anyway. If the Customer fails to comply with these provisions, the Goods shall be presumed to be free from any defect or damage. For defective Goods, which VoipHub has agreed in writing that the Customer is entitled to reject, VoipHub's liability is limited to either (at VoipHub's discretion) replacing the Goods or repairing the Goods.

16.3.2 Goods will only be accepted for returns when in accordance with all the Terms and Conditions of the Warranty, Dispatch and Returns policy. <https://nz.VoipHub.online/legal>.

17. General Provisions

17.1 Arbitration.

17.1.1 Except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief available under applicable law to preserve the status quo or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, and the right of VoipHub to bring suit on an open account for any payment due VoipHub hereunder, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by; a) First, holding discussions in good faith and exchanging information between the Parties in order to resolve. If this is not successful then; b) By escalation to the respective CEO's of both Parties who will meet in order to resolve. If this is not successful then; c) By arbitration in New Zealand, in accordance with the Rules of Conciliation and Arbitration of the ICC, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the English language by an arbitrator selected by agreement between VoipHub and the Customer. The arbitrator shall have the authority to grant injunctive relief in a form substantially similar to that, which would otherwise be granted by a court of law.

17.1.2 The Parties agree that the arbitration proceeding and the outcome shall be kept strictly confidential and that obligations under this Agreement shall survive termination or expiration of this Agreement. 17.2 Consent To Jurisdiction.

17.2.1 This Agreement shall be governed by and construed in accordance with the laws of the in New Zealand and the Parties hereby submit to the non-exclusive jurisdiction of the courts of that region.

17.3 Miscellaneous.

17.3.1 Any document referred to in this Agreement and attached hereto as an Exhibit at the time of execution or later amended updated shall be deemed an indispensable part of this Agreement.

Master Agreement

17.3.2 The Parties agree to deal with each other fairly and in good faith and to perform all acts reasonably required to carry out the intent of this agreement.

17.3.3 If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of VoipHub and the Customer shall be construed and enforced accordingly.

17.3.4 Obligations under this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration only and not limitation, continuing availability, warranties, repairs not covered under warranty, remedy for non-performance, confidentiality and consent to jurisdiction, shall survive the termination of this Agreement.

17.3.5 The failure of either Party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party

17.3.6 At its own expense, each Party shall comply with all applicable laws, regulations, rules, ordinances and orders regarding its activities related to this Agreement. 17.3.7 Both undersigned Parties acknowledge that they have the full authority to enter into this Agreement on behalf of the companies they represent.

17.3.8 The Parties to this Agreement are independent contractors, and no partnership, joint venture, employee-employer or agency relationship, whether express or implied, is intended or created by this Agreement. Neither Party may take any actions that are binding on the other Party. Without limiting the foregoing, neither Party shall make any representations or warranties to third Parties on behalf of the other party hereto.

17.3.9 This Agreement and the Exhibits attached hereto set forth the entire understanding and Agreement of the Parties, and supersede any and all oral or written Agreements or understandings between the Parties as to the subject matter of this Agreement. Except, as provided herein, this Agreement may be amended or changed only in writing signed by both Parties. The waiver by either Party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.

17.3.10 This Agreement may be executed in two counterparts, each of which shall be deemed an original and all of which shall be deemed to be one instrument.

17.3.11 Goods or services are supplied by VoipHub only on the Terms and Conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these Terms and Conditions of trade.

17.3.12 This Agreement is meant to be read in conjunction with VoipHub's, Credit Application and Personal/Directors Guarantee (where applicable), Service Schedules, Service Orders, Critical Information Summaries and any other forms supplied by VoipHub or attached to this Agreement.

17.4 Notices.

Master Agreement

(a) A notice or other communication required, or permitted to be given by one Party to another must be in writing and:

- (i) delivered personally;
- (ii) sent by pre-paid mail to the address of the addressee specified on the Customer's billing account or entered in this Agreement or;
- (iii) sent by electronic mail to the primary address entered on the Customer's billing account or entered in this Agreement or;
- (iii) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee. (b) A notice or other communication is taken to have been given:

- (i) If delivered personally, immediately upon delivery;
- (ii) (ii) if mailed, on the seventh Business Day after posting or;
- (iii) (iii) if sent by electronic mail immediately upon confirmation of the proof of receipt or;
- (iiii) if sent by facsimile before 4pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

(c) A Party may change its address for services by giving notice of that change in writing to the other Parties, attaching any required forms.

(d) The Parties' respective contact details for notification under this Agreement, are as set in the Customer's account. 17.5 Counterparts and facsimile signatures.

(a) This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

(b) The transmission by a Party via email, fax or other electronic means of an executed copy of this Agreement (or any Service Schedule, Service Order or applicable attachments) will be deemed proof of signature of the original for the purposes of constituting a binding Agreement between the Parties, and the signed copy so transmitted will be deemed the original for the purposes of this Agreement.

17.6 Whole Agreement. In relation to the subject matter of this Agreement:

(a) this Agreement, and any relevant Service Schedules, Service Orders, Reseller Agreements or applicable attachments, is taken to be the whole Agreement between the Parties and;

(b) supersedes all oral and written communications by or on behalf of any of the Parties in relation to the subject matter of the Agreement, Service Schedules, Service Orders, Reseller Agreements or applicable attachments as the case may be.

17.7 No merger. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that VoipHub may have against the Customer or any other person at any time