



Independent Auditors' Report

To the Directors of WEL Networks Limited and the Commerce Commission as a recipient of the Report

Assurance Report Pursuant to Electricity Distribution Information Disclosure Determination 2013

We have completed our assurance engagement in respect of the compliance of WEL Networks (the "Company") in the preparation of Schedules 1 to 4, 5a to 5i, 6a and 6b, 7, 10(i) to 10(iv), the explanatory notes disclosed in boxes 1 to 12 of Schedule 14 and the explanatory comments in Schedule 14b (the "Schedules") in accordance with the Electricity Distribution Information Disclosure Determination 2012 (the "Determination") for the year ended 31 March 2013.

Directors' Responsibilities

The Directors are responsible for preparation of the Schedules in accordance with the Determination and ensuring the Company keeps records to enable the preparation of the Schedules that are free from material misstatement.

Auditors' Responsibilities

Our responsibility is to express an opinion on whether the Company has complied, in all material respects, with the Determination in the preparation of the Schedules for the year ended 31 March 2013 and to report our opinion to you.

Basis of Opinion

Our engagement has been conducted in accordance with ISAE (NZ) 3000, Assurance Engagements Other than Audits or Reviews of Historical Financial Information and SAE 3100 Compliance Engagements to obtain reasonable assurance that the Company has complied, in all material respects, with the Determination in the preparation of the Schedules for the year ended 31 March 2013.

The procedures we performed were based on our professional judgment, including assessment of the risks of material misstatement in the Audited Schedules, whether due to fraud or error. In making those risk assessments, we considered internal controls relevant to the Company's preparation of the Schedules to design procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Our procedures included analytical procedures, evaluating the appropriateness of assumptions used and whether they have been consistently applied, and agreement of the Schedules to, or reconciling with, source systems and underlying records. We included an assessment of the significant judgements made by the Company in the preparation of the disclosure information and also evaluated the overall adequacy of the presentation of supporting information and explanations.

These procedures have been undertaken to form an opinion as to whether the Company has complied, in all material respects, with the Determination in the preparation of the Schedules for the year ended 31 March 2013.

We believe that the recorded evidence and explanations we have obtained is sufficient and appropriate to provide a basis for our opinion expressed below.



Independent Auditors' Report

WEL Networks Limited

Use of Report

This report has been prepared for the Directors of the Company in accordance with section 2.8.1(1) of the Determination and is provided solely to assist you in establishing that compliance requirements have been met. We acknowledge that the Directors will provide the report to the Commerce Commission in accordance with clause 2.8.1(1)(a) of the Determination.

The report has been prepared in accordance with the scope and terms of our letter of engagement with the Company dated 27 June 2013. The terms and conditions are attached and form part of this report and are applicable to the Commerce Commission. Our report should not be used for any other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility for any reliance on this report to anyone other than the Directors, or for any purpose other than that for which it was prepared.

Inherent Limitations

Because of the inherent limitations in evidence gathering procedures, it is possible that fraud, error or non-compliance may occur and not be detected. As the procedures performed for this engagement are not performed continuously throughout the year and the procedures performed in respect of the Company's compliance with the Determination are undertaken on a test basis, our engagement cannot be relied on to detect all instances where the Company may not have complied with the Determination. Our opinion has been formed on the above basis.

Independence

Other than in our capacities as auditors and providers of other assurance, taxation and advisory services we have no other relationship, or interests in, WEL Networks Limited. These services have not impaired our independence as auditors of the Company.

Opinion

In our opinion,

- As far as appears from our examination, proper records have been kept by the Company to enable the complete and accurate compilation of the Schedules;
- The information used in the preparation of the Schedules has been properly extracted from the Company's accounting and other records and has been sourced where appropriate, from the Company's financial and non-financial systems; and
- The Company has complied, in all material respects, with the Determination in preparing the Schedules.

A handwritten signature in black ink, reading 'PricewaterhouseCoopers', with a horizontal line underneath.

Chartered Accountants
29 August 2013

Auckland, New Zealand



Ms M Devlin
Chair of the Audit Committee
WEL Networks Limited
PO Box 925
HAMILTON

27 June 2013

Subject: Letter of engagement for compliance assurance services

Dear Directors

The purpose of this letter is to confirm our understanding of our mutual responsibilities arising as a result of our engagement as auditors of WEL Networks Limited (the “Company”) to provide assurance services in accordance with, the Electricity Distribution Information Disclosure Determination 2012 (the “Determination”) for the year ended 31 March 2013.

These terms together with the PricewaterhouseCoopers Terms of Business (attached as Appendix B to this letter) will remain effective until amended, in writing, with the agreement of both parties.

Objectives of the assurance engagement

In accordance with the Determination the Company is required to obtain an Auditors’ report in respect of the Company’s compliance with the requirements of the Determination.

The objective of our assurance engagement is to express an opinion as to whether the Company has complied, in all material respects, with the Determination for the year ended 31 March 2013. Audit scope under the Determination covers only historical information, SAIDI and SAIFI and related information. Refer to Appendix A for the audited schedules. The remaining unaudited schedules will be reviewed for consistency with the audited information.

Scope of the assurance engagement

Our assurance engagement will be conducted in accordance with assurance engagement standards issued in New Zealand. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the Company has complied with the requirements of the Determination.

Our examination will be conducted in accordance with ISAE (NZ) 3000 *Assurance engagements other than audits or reviews of historical financial information* and SAE 3100 *Compliance Engagements* issued in New Zealand.

Responsibilities of the Directors

The Directors are responsible for the Company's compliance with the Determination. The Directors are also responsible for enabling us access, on an unrestricted basis, to all the records, information and explanations we consider necessary in connection with our engagement procedures and ensuring the Company keeps records to enable it to comply with the requirements of the Determination.

Responsibility for preventing and detecting fraud and errors and non-compliance with laws and regulations

The Directors are responsible for safeguarding the Company's assets and for the prevention and detection of fraud and error. The Directors are also responsible for identifying and ensuring the Company complies with the laws and regulations applicable to its activities.

We will design our procedures to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the Company's compliance with the Disclosures as well as other illegal acts having a direct and material effect. Our assurance engagement will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement.

Responsibility for identifying and reporting internal financial control weaknesses

Our procedures are not designed to identify all significant weaknesses in the Company's system of internal controls. Any review of internal control systems is performed only to the extent required to enable us to express an opinion on the Company's compliance with the Disclosures. This consideration will not be sufficient to enable us to provide assurance on the effectiveness of internal controls.

However, we will report to the Directors in writing any significant weaknesses in the system of internal controls that come to our notice during the course of our procedures. Any such report may not be provided to a third party, except the Directors to whom it is addressed, without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared for the use or benefit of anyone other than the Directors.

Timetable and form of our report

Our work will commence upon receipt of the signed letter of engagement. We will provide a draft report for discussion with management at the end of the engagement.

Third party use of our audit report

Our opinion is intended for the benefit of those to whom it is addressed. The engagement will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

The Determination requires, amongst other things, that you provide a report to the Commerce Commission, prepared by an independent qualified auditor that is addressed to the Directors of the Company and to the Commerce Commission as set out in clause 2.8.1 of the Determination. We will provide this report on the basis that all of the terms and conditions of this engagement letter and attached terms of business (including terms limiting our liability) apply to all addressees of the report including the Commerce Commission. This



engagement letter and our terms of business will be attached to, and will form part, of the report.

Cap on our liability

We will use reasonable skill and care in the provision of the services set out in this letter. However, we have discussed with you and you agree that in the unlikely event that we fail to do so, the liability of PricewaterhouseCoopers, its partners and staff will in no circumstances exceed five times the assignment fee paid in the aggregate.

We have also agreed with you that this limitation of liability extends to both the engagement contained in this letter and any variation or addition to it, and to claims arising from breach of contract, negligence or in any other way.

Our team

The key team members and their contact numbers are:

Engagement Partner:	Paul Clark	Ph +64 9 355 8171
Manager:	Nicola Oberste Berghaus	Ph +64 9 355 8580

Please feel free to contact the appropriate team member as your needs arise.

Fees and expenses

We note the Determination is new and more complex than the previous requirements and this is the first time of preparation and audit of the new schedules. This has resulted in an increase in our estimated audit fee, some of which we anticipate to be one-off in this initial year of implementation.

Our fee estimates are based on the time required by the individuals assigned to the engagement. Individual hourly rates vary according to the degree of responsibility involved and experience and skill required. We estimate our fees for this engagement will be \$28,000 to \$32,000, exclusive of GST.

In addition to these fees, our billings will include out of pocket expenses. Significant direct out of pocket expenses (e.g. mileage and accommodation and any other agreed major expenses) will be charged at the costs we actually incur. We also charge a service fee of 5% to cover our costs in respect of photocopying, postage, tolls and faxes, stationery and couriers.

Our fee estimate takes into account the agreed upon level of preparation and assistance from WEL Networks Limited personnel; we will advise you should this not be provided, or should any other circumstances arise which may cause actual time to exceed that estimate.

Quality of service

We wish to provide you at all times with a high quality of service to meet your needs. If, at any time, you believe that our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter immediately with the engagement partner responsible for that aspect of our services to you. If, for any reason, you would prefer to discuss these matters with someone other than that person, please contact Leo Foliaki (+64 9 355 8178), the leader of our Assurance practice in New Zealand who is resident in our Auckland office. This will enable us to ensure your concerns are dealt with promptly and appropriately.



WEL Networks Limited
27 June 2013

Acknowledgement and acceptance

Please acknowledge receipt of this letter and your agreement to the terms of our engagement by signing the enclosed copy of the letter in the space provided and returning it to Paul Clark.

If you require any further information, or wish to discuss the terms of our engagement further before replying, please do not hesitate to contact us.

Yours faithfully

A handwritten signature in cursive script that reads 'PricewaterhouseCoopers'.

PricewaterhouseCoopers

Client acceptance

The terms of this engagement are accepted by Margaret Devlin on behalf of WEL Networks Limited who represents that she is authorised to accept these terms on behalf of the Company.

Signed:

Date:

A handwritten signature and date. The signature is a long, flowing line. Below it, the date '18 July 2013' is written in cursive.



Appendix A

Audited Schedules

- Schedule 1 Analytical Ratios
- Schedule 2 Report on Return on Investment
- Schedule 3 Report on Regulatory Profit
- Schedule 4 Report on Value of the Regulatory Asset Base (Rolled Forward)
- Schedule 5a Report on Regulatory Tax Allowance
- Schedule 5b Report of Related Party Transactions
- Schedule 5c Report on Term Credit Spread Differential Allowance
- Schedule 5d Report on Cost Allocations
- Schedule 5e Report on Asset Allocations
- Schedule 5f Report Supporting Cost Allocations
- Schedule 5g Report Supporting Asset Allocations
- Schedule 5h Report on Transitional Financial Information
- Schedule 5i Report on Initial RAB Adjustment
- Schedule 6a Report on Capital Expenditure for the Disclosure Year
- Schedule 6b Report on Operational Expenditure for the Disclosure Year
- Schedule 7 Comparison of Forecasts to Actual Expenditure
- Schedule 10 Report on Network Reliability (SAIDI and SAIFI)
- Schedule 14 Mandatory Explanatory Notes
- Schedule 14a Mandatory Explanatory Notes on Forecast Information
- Schedule 14b Mandatory Explanatory Notes on Transitional Financial Information
- Schedule 15 Voluntary Explanatory Notes

Unaudited Schedules

- Schedule 8 Report on Billed Quantities and Line Charge Revenues
- Schedule 9a Asset Register
- Schedule 9b Asset Age Profile
- Schedule 9c Report on Overhead Lines and Underground Cables
- Schedule 9d Report on Embedded Networks
- Schedule 9e Report on Network Demand
- Schedule 11a Report on Forecast Capital Expenditure
- Schedule 11b Report on Forecast Operational Expenditure
- Schedule 12a Report on Asset Condition
- Schedule 12b Report on Forecast Capacity
- Schedule 12c Report on Forecast Network Demand
- Schedule 12d Report on Forecast Interruptions and Duration
- Schedule 13 Report on Asset Management Maturity
- Schedule 16 Definitions of Terms used in Schedules 1 to 15
- Schedule 17 Certification for Year-beginning Disclosures
- Schedule 18 Certification for Year-end Disclosures
- Schedule 19 Certification for Transitional Disclosures

WEL Networks Limited is required to publicly disclose the disclosure information and publish it on the internet by 6 September 2013. In addition, the Commission requires that it receives an electronic copy of the disclosure reports in Microsoft Excel format within five working days of publication.

Appendix B

Terms of Business

Introduction

These Terms of Business and the attached engagement letter together form the entire agreement (the Contract) between the New Zealand Firm of PricewaterhouseCoopers (PwC) and all addressees of the engagement letter. If there is any conflict between these terms and the engagement letter, the engagement letter will prevail. Unless otherwise agreed in writing, any further work we may carry out in connection with this service will be carried out as part of this contract.

1. Services

- 1.1. We will provide the services described in the engagement letter (the services).
- 1.2. You are responsible for determining that the scope of the services is sufficient to meet your needs.
- 1.3. Unless specifically stated to the contrary in the engagement letter:
 - (i) we may allocate appropriate partners and staff to perform the services and may replace any personnel named in the engagement letter with personnel of similar skill;
 - (ii) timetabled dates are intended for planning and estimating purposes only and are not contractually binding;
 - (iii) the services do not involve an audit or examination conducted in accordance with New Zealand auditing standards and we will not express an opinion on any financial statements or information taken as a whole, nor provide any opinion on the achievability of prospective financial information;
 - (iv) we will rely on the information that you provide and will not verify that information;
 - (v) the services do not include the provision of legal advice or legal due diligence services;
 - (vi) if the services or your reliance on the services depend upon laws, regulations or interpretations by the Courts or Government agencies, we are not responsible for any changes in those laws, regulations or interpretations (whether or not having retrospective effect) which occur after the date of our report and are not required to notify you of such changes;
 - (vii) the services are not designed to reveal fraud or misrepresentation. Accordingly, we do not accept responsibility for detecting fraud or misrepresentation whether by directors, management, staff or external parties;
 - (viii) we are not responsible for the work of any other person who you engage to perform work in conjunction with our services;
 - (ix) where the services are for appointment as Statutory Auditor, Receiver or Liquidator these have the meaning in statute law;
 - (x) where the words Examination, Compilation, Review, Opinion, Assurance or Agreed Upon Procedures are used to specify any services those words have the meanings assigned to them in professional standards issued by either the New Zealand Institute of Chartered Accountants or the External Reporting Board.

2. Client responsibilities

- 2.1. You agree that you will:
 - (i) provide, in a timely fashion, all information, assistance and facilities that we require to enable us to provide the services;

- (ii) provide information that is true, accurate and not misleading;
- (iii) ensure that the collection, retention and dissemination of information for the purposes of the services complies with the provisions of the Privacy Act 1993 and with any other legislation governing the use of information;
- (iv) use the results of the services only for the purpose for which the services are provided;
- (v) advise all of our personnel who visit your premises of what is required of them in relation to health and safety in relation to safety equipment, emergency evacuations, the reporting of accidents and hazards and other matters.

3. Reliance on our work

- 3.1. Our final written report or other final product of the services will identify the persons to whom the report is addressed. Any oral comments or drafts of written reports or any other communications made prior to the final written report or other final product of the services do not represent our final conclusions and should not be relied upon.
- 3.2. Our report or other final product of the services should not be relied upon by management of the addressee of our report, or advisers to, the addressee in their personal capacities.

4. Disclosure of our work

- 4.1. The services are provided for your use only and we accept no responsibility or liability to any other person other than those who have engaged us and to whom we report.
- 4.2. You must not disclose any report or other information provided as part of the services to any other person without our prior written consent.
- 4.3. You must not use our name in connection with any prospectus, information memorandum or other offer or marketing document, whether public or private, without our prior written consent.

5. Fees and disbursements

- 5.1. Unless otherwise agreed, our fees are calculated on the basis of time spent and on the level of skill and responsibility involved in providing the services.
 - (i) In addition to our fees, a charge of 5% of the fees will be added to cover disbursements.
 - (ii) Goods and services tax will be added where applicable.
 - (iii) You also agree to pay reasonable professional fees and expenses, including legal fees and expenses, in complying with or challenging any legally enforceable notice or demand issued by a third party including any government department or any court or tribunal in relation to or in connection with the services.
- 5.2. Our invoices are due for payment upon receipt. If payment is not received within 14 days we reserve the right to suspend provision of the services and/or charge interest on the outstanding amount at a rate of 3% above the current 90 day bank bill rate.
- 5.3. Any fee estimate is given in good faith but is not contractually binding.

6. Liability limitation

- 6.1. Our liability for any loss or damage that you suffer caused by our breach of contract, tort (including negligence), breach of fiduciary duty or other actionable wrong of any kind shall be limited as follows:

- (i) we shall have no liability for any consequential or indirect loss or loss of profit;
 - (ii) our liability will be reduced to take into account any contributory negligence on your part pursuant to the Contributory Negligence Act 1947;
 - (iii) in the event that more than one person caused or contributed towards your loss, our liability to you will be limited to the proportion of the loss that the Court would apportion to us under section 17 of the Law Reform Act 1936, based on an assessment of our degree of responsibility and the responsibility of the others who contributed to the loss (whether or not those other persons are able to meet any liability they may have);
 - (iv) notwithstanding the foregoing, our liability for loss shall in no circumstances exceed the amount of 5 times the total fees paid in the case of non-recurring work or 5 times the annual fees paid in the case of recurring work (the liability cap) or such other amount specified as the liability cap in the engagement letter.
- 6.2. Where there is more than one addressee to the engagement letter, the amount of our liability as derived from clause 6.1 above is a total limit to be allocated between addressees, such allocation being entirely a matter for the addressees, who will be under no obligation to inform us of it.
- 7. Time limit for claims**
- 7.1. No legal proceedings may be commenced later than two years after the date on which the party bringing the claim became aware or ought reasonably to have become aware of the facts giving rise to the claim.
- 7.2. In any event, no legal proceedings may be commenced more than four years after the date on which the facts giving rise to the claim occurred.
- 8. Indemnity**
- 8.1. To the maximum extent permitted by law, you agree to indemnify PwC, its partners and staff, and other PricewaterhouseCoopers firms and their partners and staff, and to hold each harmless against any liabilities, losses, expenses and other costs, including legal costs and the cost of PwC professional time reasonably incurred in connection with any claims, inquiries, investigations or similar matters whether made against them or you by any third party arising out of or in any way connected with the services.
- 8.2. This clause is for the benefit of the third parties referred to herein and they may enforce this clause under the Contracts (Privity) Act 1982.
- 9. Contract solely with PwC**
- 9.1. You agree that in relation to the services and the Contract the client relationship is solely with PwC. Accordingly, you agree not to bring a claim of any nature against any partner, employee, contractor or sub-contractor of PwC or against any other member firm of the global network of PricewaterhouseCoopers firms.
- 9.2. This clause is for the benefit of the third parties referred to herein and they may enforce this clause under the Contracts (Privity) Act 1982.
- 10. Confidentiality**
- 10.1. Subject to any need to make disclosures required by law or professional ethical obligation, both parties agree that information or documents received by or provided to the other for the purposes of the Contract and provision of the services, and which are marked confidential or are manifestly confidential (confidential information) will be treated as confidential, except if the information:
- (i) is or becomes generally available to the public other than by a breach of the obligations under the Contract,
 - (ii) is known to the parties prior to entering into the Contract, or
 - (iii) is received from a third party who owes no obligation of confidence in respect of the information.
- 10.2. You agree that PwC may disclose confidential information:
- (i) for the purpose of providing the services and on a "need to know" basis, to our personnel (including contractors and sub contractors) and other PricewaterhouseCoopers firms involved in the provision of the services, and to our insurers or legal advisors;
 - (ii) to the Financial Markets Authority, or any party appointed by the Financial Markets Authority to undertake reviews on its behalf in relation to quality control reviews performed in accordance with the Financial Markets Authority Act 2011, or any quality review completed by the New Zealand Institute of Chartered Accountants as part of its quality review process defined in Rule 20 of the New Zealand Institute of Chartered Accountants Rules;
 - (iii) once a completed transaction is no longer confidential, we may cite the performance of the services to clients and prospective clients as an indication of our experience;
 - (iv) for internal business purposes within the PwC Network;
 - (v) if necessary to meet any legal request from a New Zealand or overseas governmental agency.
- 11. Ownership and destruction of working papers**
- 11.1. The working papers that we produce in the course of performing the services are our property and we have no obligation to disclose our working papers to you or to any other person.
- 11.2. You acknowledge that we may, after a period of time, destroy our working papers, reports and other records relating to the services, including any of your documents that have come into our possession, in accordance with our standard procedures relating to document retention.
- 12. Intellectual property rights**
- 12.1. Intellectual property rights in all documentation, systems, materials, methodologies and processes (tools) brought to and utilised by PwC in relation to the services or created in the course of providing the services, and in all working papers and reports, remain vested in PwC.
- 12.2. Subject to the requirement to treat confidential information as confidential any spreadsheet, database, system, technique, methodology, idea, concept, information or know-how developed in the course of the Contract may be used in any way we deem appropriate, including by or for our clients, without any obligation to account to you.
- 12.3. In the case of documentation or software prepared by PwC for you we may, on termination or completion of the Contract, retain one copy of such information as a professional record of our involvement.
- 13. Other Engagements**
- 13.1. Nothing in this contract prevents PwC from providing services to other clients provided that we take reasonable steps to ensure that each client's confidential information is not disclosed to other clients.
- 13.2. This contract is separate from other engagements that we may perform for you or for other clients and we have no obligation to utilise knowledge gained from such other engagements when performing the services under this contract.
- 13.3. By entering into this contract and providing the services, we do not assume a responsibility to you in relation to any reports or opinions that we may have provided under separate engagements, including statutory audit reports, or in relation to any other work that we may have performed for any other client, whether or not that client is the subject of the services.



14. Circumstances outside the Parties control

- 14.1. Neither party will be liable to the other for any failure to fulfil obligations caused by circumstances outside its reasonable control.

15. Assignment

- 15.1. Neither party may assign, transfer, charge or otherwise deal with its rights or obligations under the Contract without the prior written consent of the other party, except that each may transfer its respective rights and obligations to a partnership or legal entity authorised to take over all or part of its business.

16. Termination of Contract

- 16.1. The contract may be terminated by either party by written notice.
- 16.2. You will pay PwC for all services provided up to the date of termination.
- 16.3. Where you terminate the Contract before we have completed the services, you will pay any additional costs that we incur in connection with the early termination.
- 16.4. The provisions of the Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both parties.

17. Entire agreement

- 17.1. The contract forms the entire agreement between the parties.
- 17.2. To the extent permissible by law all warranties, conditions, representations and liabilities or terms other than those expressly stated are excluded.
- 17.3. If any term of the Contract is held to be invalid the enforceability of the remainder of the Contract will not be affected.

18. Resolving disputes

- 18.1. The contract is governed by New Zealand law.
- 18.2. Should any dispute arise, the parties will attempt to resolve it in good faith by senior level negotiations (this may include mediation using the services of an agreed mediator).
- 18.3. If the dispute is not resolved through negotiation or mediation the New Zealand Courts will have exclusive jurisdiction, over all claims that may arise out of or in connection with the Contract.
- 18.4. Each party hereby irrevocably waives any claim that an action is brought in an inconvenient forum, or that the New Zealand Courts do not have jurisdiction.

19. Sub-contractors selected by you

- 19.1. Where you are using third parties in connection with the Services to be provided in accordance with this Contract, you will ensure that you have appropriate agreements with them. Unless agreed otherwise in the Engagement Letter, you will be responsible for the management of those third parties and the quality of their input and work.
- 19.2. Where you require PwC to contract the services of a sub-contractor specified by you, you will accept responsibility for the work to be performed by such sub-contractor. PwC will not be responsible or liable to you or to any other person for the work performed by, or for any act, omission, default or neglect of, such sub-contractor. In the above circumstances, you will be responsible and liable for, and will indemnify PwC against and from, any liability which PwC may incur to any person and against all claims, demands, proceedings, damages, losses, costs and expenses made against, suffered or incurred by PwC, directly or indirectly as a result of or in connection with the work performed by any such sub-contractor.

20. Employment

- 20.1. During the term of this Contract or within 12 months of its termination or completion, neither party will directly or indirectly solicit for employment any of the other party's employees who have been providing Services or otherwise connected with this Contract without the other party's prior written consent.