



4 BROTHERS

ORCHARD SOLUTIONS & MANAGEMENT

Kiwifruit Harvesting | Orchard Labour | Site Operations

EMPLOYMENT OFFER AND ONBOARDING PACK

4 BROTHERS LIMITED

Orchard Solutions & Management

Seasonal Fixed-Term Horticulture Employment

Kiwifruit Harvesting | Orchard Labour | Site Operations

How to Complete These Employment Documents

These employment documents are arranged so the offer, role schedule, employment agreement, privacy notice, workplace acknowledgements, and employee manual can be reviewed and signed together.

Before signing, the Employee should read the employment agreement and employee manual, ask any questions, and may seek independent advice. The trial period only applies if the agreement is signed before work starts.

For paper or PDF signing, the parties should initial each page where shown in the footer and sign the labelled signature boxes. For electronic signing, place signature, date, text, checkbox, and initials fields over the visible blank boxes and labels.

Section	Purpose	Completed by
Employment Offer	Records the offer, key conditions, and acceptance process.	Employer / Employee
Employee Details	Collects identity, work-right, payroll, emergency contact, and safety setup information.	Employee
Role and Job Schedule	Records role, work type, location, pay settings, work-offer channel, and any role-specific requirements.	Employer
Employment Agreement	Sets the legal terms of seasonal fixed-term employment.	Both parties
Privacy Notice	Explains why personal information is collected, used, stored, and disclosed.	Employee
Policy and SOP Acknowledgement	Confirms workplace rules, SOPs, operational documents, and updates apply once issued or made available.	Employee
Employee Manual	Sets practical orchard rules for safe, productive, compliant work.	Employee

Offer of Employment

4 Brothers Limited offers seasonal fixed-term employment to the Employee named in these documents on the terms set out in the employment agreement, completed job schedule, employee manual, and any lawful and reasonable policies, procedures, SOPs, site rules, and operational documents issued or made available by 4 Brothers.

This offer is conditional on the Employee being legally entitled to work in New Zealand, providing required employment and payroll information, completing required induction and site requirements, and signing the employment agreement before starting work if the trial period is to apply.

Acceptance occurs when both parties sign the employment agreement and any completed schedules. 4 Brothers will keep the signed record and provide the Employee with a copy.

Employee full legal name	
Position title	
Employment type	
Work region	
Start date	
Planned seasonal end point	
Pay rate or pay basis	
Ordinary work-offer channel	
Supervisor / reporting line	
First work or induction instruction	

If any detail above is left blank, the relevant completed job schedule, payroll record, roster message, or lawful instruction should be used with the employment agreement.

Employee Details and Employment Setup

Full legal name	
Other names used	
Date of birth	
Mobile telephone	
Email	
Residential address	
Postal address, if different	
IRD number	
Tax code	
New Zealand bank account	
KiwiSaver status	
Payroll start date	
Right-to-work document checked	
Visa / citizenship / residency evidence	
Expiry date, if any	
VisaView or other verification date	
Identity document checked	
Emergency contact name	
Emergency contact phone	
Relationship	
Medical or safety restriction disclosed	
Reasonable adjustment or safe-duty note	

Role Assignment and Job Schedule

This schedule records role-specific settings for the Employee. It should be completed only where a role detail needs to be tied directly to the employment documents.

Item	Details
Position title	
Season / work type	
Primary work region	
Main duties / task group	
Approved machinery / equipment	
Required licences / certificates	
Required inductions / training	
Supervisor / reporting line	
Roster / work-offer channel	
Guaranteed hours, if any	
Special work restrictions or adjustments	
Attached job description version	
Employee initials	
Employer initials	

If the guaranteed-hours row is blank, no minimum number of hours is guaranteed unless the parties expressly agree otherwise in writing.

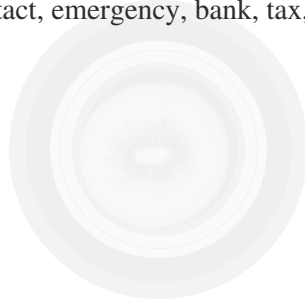
Privacy Collection Notice

4 Brothers collects, uses, stores, and discloses personal information for employment, payroll, tax, immigration, health and safety, training, rostering, work allocation, site access, quality control, investigation, insurance, legal compliance, and business administration.

Personal information may be collected from the Employee and, where lawful and reasonable, from supervisors, referees, payroll providers, government agencies, grower clients, packhouse operators, timekeeping systems, GPS or vehicle records, incident records, training records, and worksite records.

Information may be shared with Inland Revenue, ACC, Immigration New Zealand, WorkSafe New Zealand, KiwiSaver providers, payroll providers, insurers, professional advisers, grower clients, packhouse operators, and other parties where required or permitted by law or reasonably necessary for employment operations.

The Employee may request access to and correction of their personal information, subject to lawful limits. The Employee must keep contact, emergency, bank, tax, and work-right details current.



Policy, SOP and Induction Acknowledgement

The Employee must comply with the employment agreement, employee manual, SOPs, policies, procedures, operational documents, work instructions, checklists, forms, site notices, signage, training material, risk assessments, client rules, site rules, induction material, toolbox talks, and lawful and reasonable instructions issued, provided, made available, or notified by 4 Brothers.

The employee manual and any updated manual, policy, SOP, procedure, site rule, induction, toolbox talk, or instruction becomes applicable once 4 Brothers provides it or makes it available by any reasonable medium, including paper copy, email, SMS link, messaging app, workplace notice, shared folder, employee portal, induction, toolbox talk, or supervisor briefing.

Policy area	Version / date / acknowledgement
Health and Safety Manual	
Drug and Alcohol Policy	
Attendance, Rostering and Communication Policy	
Quality and Productivity Standards	
Food Safety and Biosecurity Policy	
PPE, Tools and Equipment Policy	
Vehicle, Driving and Transport Policy	
Mobile Device, Fuel Card and Electronic Monitoring Policy	
Social Media, Photos, Recordings and External Communications Policy	
Code of Conduct, Bullying, Harassment and Discrimination Policy	
Privacy Notice and Information Collection Policy	
Workplace Investigation and Disciplinary Procedure	
Travel, Accommodation and Expense Policy	
Orchard / Grower / Packhouse Site Rules	
Employee Manual Receipt	
Acknowledgement	Employee confirmation
I have received or had access to the employee manual.	

Employment Agreement

SEASONAL FIXED-TERM EMPLOYMENT AGREEMENT

Horticulture Worker | 4 Brothers Limited | Bay of Plenty, New Zealand

Version: May 2026 v2026.6

PRELIMINARY

This Agreement is an individual employment agreement between 4 Brothers Limited (the Employer, 4 Brothers, we, us) and the Employee named in clause 1. It records the essential legal terms of the Employee's seasonal employment. Role-specific details are recorded in Schedule 1. Operational rules sit in the 4 Brothers Employee Manual, attached policies, site rules, and Schedule 2.

This Agreement is for seasonal horticulture workers with lawful open work rights in New Zealand. It is not intended for any worker whose right to work is sponsored by 4 Brothers or tied to an employer-sponsored visa category; those workers require a separate immigration-compliant agreement.

The Employee must be given a fair and reasonable opportunity to read this Agreement, ask questions, and seek independent advice before signing. If the trial period in clause 5 is to apply, this Agreement must be signed before the Employee starts work.

The Employer and Employee will deal with each other in good faith, including being honest, responsive, and constructive in establishing and maintaining the employment relationship.

1. THE PARTIES

1.1 Employer

The Employer is 4 Brothers Limited.

NZBN	
Registered Address	
City / Region	
Postcode	
Contact Telephone	
Email	

1.2 Employee

Full Legal Name	
Other Names Used	
Date of Birth	
IRD Number	
NZ Bank Account	
Street Address	
Suburb / Area	
City / Region	
Postcode	
Mobile Telephone	
Email	
Emergency Contact Name	
Emergency Contact Phone	
Emergency Contact Relationship	

2. POSITION, DUTIES AND REPORTING

The Employee is employed as a Seasonal Horticulture Worker in 4 Brothers' kiwifruit harvesting and orchard operations. Schedule 1 (Job Schedule) may record the current role-specific settings for the Employee and forms part of this Agreement where completed and signed or initialled by both parties.

The Employee's duties may include picking, pruning, thinning, tying, training, girdling, pollination support, frost or wind support, bin loading and handling, cleaning tools and worksites, basic packhouse or bin-yard support, and any other lawful and reasonable duties within the Employee's skills, training, and physical capacity.

The Employee must follow all reasonable directions, quality standards, food-safety, biosecurity, health and safety, grower-client, Zespri, GAP, and site-specific requirements notified by 4 Brothers or the relevant worksite controller.

The role involves outdoor physical work, repeated bending, reaching, standing, walking on uneven ground, ladder or platform use, and lifting or carrying up to 20 kilograms. The Employee must tell 4 Brothers about any condition or restriction that may affect safe performance of the work so 4 Brothers can consider reasonable adjustments and safe duties.

Reports To	
Position	
Contact	

4 Brothers may change the reporting line or allocate the Employee to another supervisor as operational needs require.

3. ENTITLEMENT TO WORK IN NEW ZEALAND

This Agreement is conditional on the Employee being and remaining lawfully entitled to work in New Zealand for 4 Brothers.

Before starting work, the Employee must provide evidence of their right to work. 4 Brothers may verify that right using Immigration New Zealand VisaView or another lawful method.

The Employee must immediately notify 4 Brothers of any change, expiry, refusal, cancellation, or condition affecting their right to work. The Employee must not perform work for 4 Brothers unless legally entitled to do so.

If 4 Brothers reasonably believes the Employee is not lawfully entitled to work, 4 Brothers may suspend the Employee on pay while verifying the position. If the Employee cannot show a lawful right to work, employment may end on the date the Employee is no longer legally able to perform the work, following any fair process reasonably available in the circumstances.

4. FIXED-TERM SEASONAL EMPLOYMENT

This is a genuine fixed-term employment agreement under section 66 of the Employment Relations Act 2000.

The genuine reason for the fixed term is that the work is seasonal kiwifruit work and depends on the harvest and post-harvest cycle, fruit maturity, weather, biosecurity and food-safety conditions, and the availability of orchard work supplied to 4 Brothers by its grower clients. The fixed term is not being used to test the Employee's suitability for employment.

Employment Start Date	
Planned End Date	

The event that ends the fixed term is completion of the seasonal harvest, post-harvest, orchard maintenance, and clean-up work for which the Employee is engaged. Because the end date depends on seasonal conditions and grower-client work, the actual end date may be earlier or later than the planned date. 4 Brothers will give as much notice of the actual end date as is reasonably practicable.

When the fixed term ends, employment ends automatically. No notice or payment in lieu is required for the natural expiry of the fixed term. Any extension or new fixed term must be agreed in writing.

and must have its own genuine reason.

5. TRIAL PERIOD

If the Employee has not previously been employed by 4 Brothers, and is not working under a visa category for which Immigration New Zealand does not allow a trial period, the first 90 calendar days of employment will be a trial period under sections 67A and 67B of the Employment Relations Act 2000.

For the trial period to apply, this Agreement, including this clause, must be signed before the Employee starts work.

During the trial period, either party may end employment by giving one day's written notice. 4 Brothers may pay the Employee in lieu of working that notice.

If 4 Brothers dismisses the Employee during or at the end of the trial period, the Employee may not bring a personal grievance or other legal proceeding for unjustified dismissal in respect of that dismissal. This does not limit any other legal rights the Employee may have, including rights relating to discrimination, harassment, unjustified disadvantage, or breach of good faith.

6. PLACE OF WORK

The primary place of work is the Bay of Plenty region. The Employee may be required to work at different orchards, packhouses, bin yards, storage yards, and related worksites in that region as directed by 4 Brothers.

The Employee must comply with all reasonable site rules and directions from 4 Brothers, the grower client, packhouse operator, landowner, or any other person lawfully controlling the worksite.

Work outside the Bay of Plenty region will only occur by agreement. Where 4 Brothers requires agreed work outside the region, reasonable travel and accommodation arrangements will be made or reimbursed under the applicable 4 Brothers policy.

7. HOURS, WORK OFFERS, CANCELLATION AND TRAVEL

7.1 No guaranteed hours

Because the work is seasonal and depends on factors outside 4 Brothers' full control, this Agreement does not guarantee any minimum number of hours per day, week, or fixed term.

Work will be offered when available. This clause is not an availability clause: unless the Employee has accepted a particular shift or work day, the Employee may accept or decline offered work. 4 Brothers will not treat a refusal of unaccepted work as misconduct, but repeated unavailability may affect the amount of future work 4 Brothers is practically able to offer.

7.2 Indicative hours

Indicative hours are up to 40 hours per week, over up to 6 days from Monday to Sunday, and up to 10 hours per day. Additional hours may be worked by mutual agreement.

7.3 Accepted shifts

Once the Employee accepts a shift or work day, the Employee must attend at the notified time and place present, willing, and able to work, unless prevented by illness, injury, emergency, or another lawful reason notified to the Supervisor as soon as reasonably practicable.

7.4 Notification and cancellation

Work offers, rosters, changes, delays, and cancellations may be notified by SMS, phone call, email, group messaging app, or another method notified by 4 Brothers. The Employee must check the notified communication channel before travelling to work.

If an accepted shift is cancelled at least one hour before the scheduled start time, no cancellation compensation is payable. If an accepted shift is cancelled less than one hour before the scheduled start time, 4 Brothers will pay reasonable compensation of two hours at the Employee's ordinary rate, unless a higher amount is required by law.

Orchard work may finish earlier than indicative hours because of weather, fruit condition, completion of available work, health and safety, biosecurity, food-safety, or grower-client directions. Where a confirmed fixed-length shift is cancelled after it has started, 4 Brothers will pay the Employee the amount required by the Employment Relations Act 2000.

7.5 Breaks

The Employee is entitled to paid rest breaks and unpaid meal breaks under the Employment Relations Act 2000. Break timing will be agreed with the Supervisor where practicable and must fit safe and orderly orchard operations. Minimum rest break entitlements cannot be reduced by this Agreement or any policy.

7.6 Travel

Travel from the Employee's home to the first worksite of the day, and from the last worksite back home, is not paid working time unless 4 Brothers expressly agrees otherwise in writing. Travel directed by 4 Brothers between worksites during the work day is paid working time.

8. PAY, DEDUCTIONS AND RECORDS

8.1 Wage or piece rate

Hourly Rate (gross)	
Piece Rate	
Piece Unit	
Pay Period	
Pay Day	

The Employee will be paid at least the applicable statutory minimum wage for every hour worked. From 1 April 2026 the adult minimum wage is \$23.95 per hour and the starting-out and training minimum wage is \$19.16 per hour. If the statutory minimum wage increases, the Employee's rate will increase to at least the new legal minimum.

If the Employee is paid by piece rate, 4 Brothers will top up pay where needed so the Employee receives at least the applicable minimum wage for all hours worked in each pay period.

8.2 Payment

Wages will be paid by direct credit to the Employee's nominated New Zealand bank account. The Employee must keep bank details current.

4 Brothers will make all deductions required by law, including PAYE, ACC earner levy, KiwiSaver employee contributions where applicable, child support, and student loan deductions.

8.3 Lawful deductions

4 Brothers may deduct money from wages only where required or permitted by law, directed by a court, or authorised by the Employee in writing for a lawful and reasonable purpose.

The Employee gives general written consent for 4 Brothers to deduct amounts for unreturned company property, traffic or parking infringements incurred by the Employee while driving for work, and overpayments, but 4 Brothers will still consult the Employee before making any specific deduction. Any deduction must be reasonable and must not be used as a penalty.

The Employee may withdraw or vary consent to deductions in writing. 4 Brothers will action that request as soon as practicable and no later than two weeks after receiving it, without affecting any separate lawful right to recover money owed.

8.4 Records and payslips

4 Brothers will keep wage, time, holiday and leave records as required by law. The Employee will receive an itemised payslip for each pay period showing gross pay, hours or piece units where

applicable, holiday pay, deductions, and net pay.

9. HOLIDAYS AND LEAVE

9.1 Annual holiday pay

Because this is a genuine fixed-term agreement for less than 12 months, the parties agree that annual holiday pay will be paid on a pay-as-you-go basis at 8% of the Employee's gross earnings. The 8% holiday pay will be shown separately on each payslip.

If the fixed-term basis no longer applies, or employment continues in a way that means pay-as-you-go holiday pay is no longer lawful, the parties will vary the arrangement in writing to comply with the Holidays Act 2003.

9.2 Public holidays

The Employee is entitled to public holiday payments and alternative holidays under the Holidays Act 2003. If the Employee works on a public holiday, the Employee will be paid at least time and a half for the hours worked. If the public holiday would otherwise be a working day for the Employee, the Employee will also receive an alternative holiday.

9.3 Sick, bereavement, family violence and other leave

The Employee is entitled to sick leave, bereavement leave, family violence leave, and any other statutory leave once the Employee meets the qualifying criteria under the Holidays Act 2003 or any other applicable law.

The Employee must notify the Supervisor as early as possible of any absence or need for leave. 4 Brothers may require proof of illness, injury, bereavement, family violence, or other leave where permitted by law.

10. HEALTH, SAFETY, FITNESS FOR WORK, DRUGS AND ALCOHOL

4 Brothers is a PCBU under the Health and Safety at Work Act 2015 and will take reasonably practicable steps to protect workers' health and safety.

The Employee must take reasonable care for their own health and safety and the health and safety of others, follow reasonable health and safety instructions, use PPE and equipment correctly, report hazards, incidents, injuries and near misses immediately, and cooperate with any health and safety investigation.

The Employee must attend work fit for duty and must not be impaired by fatigue, illness, injury, medication, drugs, alcohol, or any other condition that may make work unsafe. The Employee must

tell the Supervisor about any work-related safety restriction so safe duties or adjustments can be considered.

4 Brothers operates a drug and alcohol policy for safety-sensitive work. The Employee must comply with that policy, including lawful and reasonable testing where the policy applies, such as pre-employment, reasonable cause, post-incident, random testing for safety-sensitive work, and return-to-work testing. Refusal, tampering, or a confirmed breach may be treated as serious misconduct after a fair process.

11. PROPERTY, TOOLS AND PPE

4 Brothers may issue tools, equipment, clothing, PPE, keys, devices, access cards, vehicles, or other property required for work. Company property remains owned by 4 Brothers or the relevant grower client.

The Employee must take reasonable care of company property, use it only for work purposes and in accordance with training, keep it secure, report loss or damage immediately, and return it when requested or at the end of employment.

Required PPE will be supplied at no cost to the Employee. 4 Brothers may only recover the reasonable cost of unreturned, lost, or damaged property where the loss or damage was caused by the Employee's negligence, carelessness, recklessness, wilful act, or breach of instructions, and only after consultation and in accordance with the deductions clause.

12. CONFIDENTIALITY, PRIVACY AND INTELLECTUAL PROPERTY

12.1 Confidential information

The Employee must keep confidential all non-public information about 4 Brothers, grower clients, pricing, contracts, harvest schedules, yields, productivity data, quality data, systems, passwords, business plans, training material, worker information, and any other information that is confidential by nature or marked confidential.

The Employee must use confidential information only for 4 Brothers work and must not copy, photograph, record, publish, or disclose it without written authority.

This clause does not prevent the Employee from discussing their own pay or employment terms, making a protected disclosure, seeking advice from a union, lawyer, advocate, medical professional, or support person, or reporting a matter to a lawful regulator or authority.

12.2 Privacy

4 Brothers may collect, use, store, and disclose the Employee's personal information for employment, payroll, tax, immigration, health and safety, training, rostering, compliance, insurance, grower-client

access, and business administration purposes.

Personal information may be shared with Inland Revenue, ACC, KiwiSaver providers, Immigration New Zealand, WorkSafe New Zealand, grower clients and packhouse operators where reasonably necessary, professional advisers, payroll providers, insurers, and any other party where required or permitted by law.

Where 4 Brothers collects personal information about the Employee from a source other than the Employee, it will take reasonable steps required by the Privacy Act 2020 to make the Employee aware of that collection. The Employee may request access to and correction of their personal information.

12.3 Intellectual property

Any intellectual property created by the Employee in the course of employment or using 4 Brothers resources is owned by 4 Brothers from creation, to the maximum extent permitted by law. The Employee will sign any document reasonably needed to confirm that ownership.

13. SECONDARY EMPLOYMENT, CONFLICTS AND NON-SOLICITATION

The Employee may work for another person outside accepted shifts, provided that other work does not create a real conflict of interest, compromise health and safety or fitness for work, involve misuse of 4 Brothers confidential information, damage 4 Brothers' commercial reputation, or prevent the Employee from attending accepted shifts.

The genuine reasons for this clause are protecting health and safety, confidential information, client relationships, intellectual property, and commercial reputation. The Employee must disclose any actual or likely conflict of interest as soon as they become aware of it.

For three months after employment ends, the Employee must not solicit a grower client of 4 Brothers with whom the Employee had material business contact during employment, or solicit a 4 Brothers employee or contractor whom the Employee supervised, trained, or recruited, for the purpose of competing with 4 Brothers. This clause does not stop the Employee from accepting employment or doing ordinary horticulture work for another business.

14. PERFORMANCE, MISCONDUCT, SUSPENSION AND ABANDONMENT

The Employee must work to the reasonable productivity, quality, food-safety, biosecurity, and conduct standards required by 4 Brothers and notified policies. Performance concerns will be managed fairly and proportionately.

Misconduct may result in disciplinary action after a fair process. Serious misconduct may result in summary dismissal without notice or payment in lieu of notice after a fair process.

Examples of serious misconduct include theft, fraud, dishonesty, assault, bullying, harassment,

discrimination, serious health and safety breach, being impaired at work, refusal or tampering with a lawful drug or alcohol test, wilful or grossly negligent damage to fruit or property, serious breach of confidentiality, false right-to-work information, serious breach of biosecurity or food-safety requirements, repeated refusal to follow lawful and reasonable instructions, or conduct that seriously damages trust and confidence.

4 Brothers may suspend the Employee on pay where reasonably necessary to investigate alleged misconduct, manage health and safety risk, or protect people, property, or evidence. Unpaid suspension will only occur where lawful and after consultation.

If the Employee is absent from three consecutive accepted shifts or notified work days without contacting 4 Brothers and without lawful reason, and 4 Brothers has made reasonable attempts to contact the Employee, 4 Brothers may treat employment as abandoned. Employment will end on the last day of that absence period and final pay will be calculated to that date.

15. ENDING EMPLOYMENT

Employment may end by expiry of the fixed term, trial-period termination, resignation or termination by notice, summary dismissal for serious misconduct, loss of legal entitlement to work, abandonment of employment, or any other lawful reason.

Outside the trial period and outside the natural expiry of the fixed term, either party may end employment by giving three days' written notice. 4 Brothers may pay in lieu of notice and may require the Employee not to attend work during the notice period.

If a natural disaster, biosecurity emergency, severe weather event, pandemic, government direction, loss of grower-client work, or similar event materially affects available work, 4 Brothers may cancel shifts, reduce work offers, or consult with the Employee about early ending or variation of employment in accordance with this Agreement and the law.

On ending employment, 4 Brothers will pay final wages, pay-as-you-go holiday pay or other holiday pay owing, and any other lawful entitlements on the next ordinary pay day, less lawful deductions. The Employee must return all company property and confidential information by the last day of employment or earlier if requested.

16. RESOLVING EMPLOYMENT PROBLEMS

If the Employee has a concern about employment, they should raise it with the Supervisor or Director as early as possible so it can be discussed in good faith.

If the issue cannot be resolved internally, either party may use Employment New Zealand's free mediation services. A personal grievance must usually be raised with 4 Brothers within 90 days of the action complained of or when it came to the Employee's attention. A personal grievance involving sexual harassment must be raised within 12 months.

The Employee may bring a support person, representative, union delegate, lawyer, or advocate to any meeting about an employment problem.

17. POLICIES AND EMPLOYEE MANUAL

The Employee must comply with this Agreement, Schedule 2, the 4 Brothers Employee Manual as updated from time to time, attached policies, lawful and reasonable procedures, codes of conduct, safety instructions, toolbox talks, induction materials, and site-specific rules notified to the Employee.

Schedule 2 records the manual and policy framework that applies in orchard operations. The Employee Manual and any updated manual, policy, procedure, site rule, induction, toolbox talk, or instruction becomes applicable once 4 Brothers provides it or makes it available to the Employee by any reasonable medium, including paper copy, email, SMS link, messaging app, workplace notice, shared folder, employee portal, induction, toolbox talk, or supervisor briefing, provided it is lawful and reasonable.

4 Brothers may introduce, vary, or revoke manual rules and policies from time to time. Policies and the Employee Manual are not contractual terms unless this Agreement expressly says otherwise, but compliance with lawful and reasonable policies, procedures, and instructions is an employment obligation. Failure to comply may be managed as a conduct, performance, health and safety, or serious misconduct matter depending on the circumstances.

18. GENERAL

Any change to this Agreement must be in writing and signed by both parties, except where the law requires a change or where this Agreement allows 4 Brothers to update policies or operational directions.

This Agreement contains the full contractual terms of employment and replaces any earlier employment agreement or representation about this employment.

If any part of this Agreement is invalid or unenforceable, the rest continues to apply. The invalid part will be read down or amended to the minimum extent needed to make it lawful and enforceable, where possible.

This Agreement is governed by New Zealand law. The Employment Relations Authority, Employment Court, and other New Zealand courts or tribunals have jurisdiction.

Notices may be given by hand, post, email, SMS, or any other communication method used by the parties for work notices. The Employee must keep contact details up to date.

19. EMPLOYEE ACKNOWLEDGEMENT

By signing this Agreement, the Employee acknowledges that:

the Employee has read and understood this Agreement, including all completed schedules, and received a copy;

the Employee was told about the right to seek independent advice and had a fair opportunity to do so before signing;

the Employee understands this is genuine fixed-term seasonal employment and the reason why it will end;

the Employee understands there are no guaranteed hours unless work is offered and accepted;

the Employee is lawfully entitled to work in New Zealand for 4 Brothers and will notify any change immediately;

the Employee has disclosed any work-related restriction that may affect safe performance of the duties;

the information provided to 4 Brothers is true and correct; and

the Employee consents to lawful and reasonable deductions as set out in clause 8.3, subject to consultation and the right to withdraw or vary consent.



[Redacted signature area]

SIGNED BY THE PARTIES

For and on behalf of 4 Brothers Limited

Signature	
Full Name	
Position	
Date	

Employee

Signature	
Full Name	
IRD Number	
Date	

Two copies may be signed. One copy is retained by 4 Brothers and one copy is provided to the Employee. The parties should initial each page.

SCHEDULE 1 - JOB SCHEDULE

This schedule records role-specific settings for the Employee. It should be completed only where a role detail needs to be tied directly to this Agreement. Boxes are intentionally blank until completed for the employee.

Item	Details
Position Title	
Season / Work Type	
Primary Work Region	
Main Duties / Task Group	
Approved Machinery / Equipment	
Required Licences / Certificates	
Required Inductions / Training	
Supervisor / Reporting Line	
Roster / Work Offer Channel	
Special Work Restrictions or Adjustments	
Attached Job Description Version	
Employee Initials	
Employer Initials	

SCHEDULE 2 - EMPLOYEE MANUAL AND POLICY SCHEDULE

This schedule records the policy areas that 4 Brothers may issue through the Employee Manual or attached policies. The Employee must comply with any lawful and reasonable manual rule, policy, procedure, induction, toolbox talk, or site rule once issued or notified.

Where a policy document is attached, its version/date should be recorded below. Where the manual or a policy is created later, 4 Brothers should issue it separately, record acknowledgement or induction, and keep a copy with the employment records.

Policy Area	Version / Date / Acknowledgement
Health and Safety Manual	
Drug and Alcohol Policy	
Attendance, Rostering and Communication Policy	
Quality and Productivity Standards	
Food Safety and Biosecurity Policy	
PPE, Tools and Equipment Policy	
Vehicle, Driving and Transport Policy	
Mobile Device, Fuel Card and Electronic Monitoring Policy	
Social Media, Photos, Recordings and External Communications Policy	
Code of Conduct, Bullying, Harassment and Discrimination Policy	
Privacy Notice and Information Collection Policy	
Workplace Investigation and Disciplinary Procedure	
Travel, Accommodation and Expense Policy	
Orchard / Grower / Packhouse Site Rules	
Employee Manual Receipt Signed	

SCHEDULE 3 - TOOLS, PPE AND EQUIPMENT ISSUE REGISTER

This register records company property issued to the Employee under clause 11 and any PPE, tools, equipment, vehicle, or device policy. All boxes are intentionally blank until items are issued or returned.

Date Issued	Item / Description	Serial / ID	Condition on Issue	Employee Signature	Returned Date / Condition

Employee Manual

EMPLOYEE MANUAL

Horticulture and Orchard Operations

4 Brothers Limited | Bay of Plenty, New Zealand

Version: May 2026

This Manual applies to employees of 4 Brothers Limited. It supports the employment agreement and sets workplace rules for safe, lawful, productive, and commercially disciplined orchard operations.

1. STATUS AND APPLICATION

This Manual is issued by 4 Brothers Limited under the employment agreement. It applies to the Employee from the date it is provided or made available to the Employee by any reasonable medium, including paper copy, email, SMS link, messaging app, workplace notice, shared folder, employee portal, induction, toolbox talk, or supervisor briefing.

4 Brothers may update this Manual or any policy at any time. Updated rules apply once they are provided or made available to the Employee by any reasonable medium and are lawful and reasonable. The Employee is responsible for reading, following, and asking questions about any update.

The Employee must comply with all standard operating procedures (SOPs), policies, procedures, operational documents, work instructions, checklists, forms, site notices, signage, training material, risk assessments, client rules, site rules, and other documents or instructions issued, provided, made available, or notified by 4 Brothers, where they are lawful and reasonable.

If there is any inconsistency between this Manual and the Employee's employment agreement, the employment agreement prevails. If there is any inconsistency between this Manual and New Zealand law, New Zealand law prevails.

Policies and manual rules are not separate contractual terms unless the employment agreement says otherwise, but compliance with lawful and reasonable policies, procedures, and instructions is an employment obligation. Breach may result in coaching, retraining, removal from a worksite, warning, final warning, suspension, summary dismissal, or other lawful action after a fair process.

2. CORE WORKPLACE STANDARDS

4 Brothers expects every employee to work safely, honestly, productively, and respectfully. Orchard

work is time-sensitive, weather-dependent, quality-sensitive, and performed on client property. Poor conduct by one worker can damage fruit, vines, client relationships, worker safety, and the reputation of 4 Brothers.

Follow all lawful and reasonable instructions from 4 Brothers supervisors, crew leaders, quality controllers, health and safety representatives, and authorised grower or packhouse representatives, including all applicable SOPs, policies, procedures, operational documents, work instructions, checklists, site notices, signage, and training material.

Attend every accepted shift fit, prepared, and able to work.

Record hours, breaks, piece units, bins, quality information, and expenses truthfully.

Protect fruit, vines, tools, equipment, vehicles, client property, and fellow workers.

Wear required PPE and follow all site rules.

Report hazards, injuries, near misses, fruit damage, biosecurity concerns, pest or disease signs, harassment, theft, dishonesty, and unsafe behaviour immediately.

Do not argue with growers, clients, packhouse staff, auditors, inspectors, members of the public, or other workers. Escalate issues to the Supervisor.

3. WORK OFFERS, ROSTERS AND COMMUNICATION

Work is offered according to seasonal demand, fruit maturity, weather, grower-client requirements, crew size, worker availability, skill, quality, productivity, and health and safety needs. Unless the employment agreement provides guaranteed hours, no minimum hours are guaranteed.

Work offers, rosters, start times, site locations, delays, cancellations, and instructions may be sent by SMS, phone call, email, messaging app, shared roster, workplace notice, supervisor briefing, or any other communication channel used by 4 Brothers.

The Employee must check the notified communication channel before travelling to work.

The Employee must respond promptly to work offers where a response is requested.

Once the Employee accepts a shift or work day, attendance is required unless there is illness, injury, emergency, or other lawful reason notified as soon as reasonably practicable.

The Employee must keep their mobile number, email, address, emergency contact, visa/work-right status, bank account, and IRD details current.

Failure to check messages, losing phone access, or changing numbers without notice does not excuse missing an accepted shift or instruction.

4. ATTENDANCE, LATENESS AND ABSENCE

Reliable attendance is critical. Orchard crews operate as a unit; one absence can delay picking, reduce

fruit quality, affect grower commitments, and create safety risk.

The Employee must arrive before the start time with enough time to sign in, receive instructions, collect PPE/equipment, and start work on time.

If the Employee will be late or absent, they must notify the Supervisor as early as possible and, where practicable, before the shift starts.

The Employee must give the reason for absence, expected return time, and any safety restriction affecting work.

Repeated lateness, absence, leaving early without approval, failure to communicate, or accepting shifts and not attending may be treated as misconduct.

Three consecutive accepted shifts or notified work days missed without contact may be treated as abandonment of employment in accordance with the employment agreement.

5. FITNESS FOR WORK

The Employee must attend work physically and mentally fit to work safely. Orchard work involves ladders, heights, uneven ground, vehicles, sharp tools, machinery, lifting, weather exposure, and client property.

The Employee must not work while impaired by alcohol, drugs, fatigue, illness, injury, medication, stress, or any other condition that may affect safety or performance.

The Employee must tell the Supervisor before work starts if they have any work restriction, medication effect, injury, illness, fatigue issue, or safety concern.

The Employee must not hide a condition that could put the Employee or others at risk.

4 Brothers may adjust duties, remove the Employee from a task, require medical clearance, or send the Employee home where reasonably necessary for health and safety.

6. HEALTH AND SAFETY RULES

Safety rules are mandatory. Breach of health and safety rules may be serious misconduct, especially where the breach creates actual or potential serious risk.

Complete all required induction, training, toolbox talks, and site briefings before starting relevant work.

Use PPE correctly at all times when required.

Use ladders, platforms, tools, vehicles, machinery, bins, and equipment only as trained and authorised.

Stop work and notify the Supervisor immediately if work appears unsafe, if equipment is defective, or if site conditions change.

Report all injuries, incidents, near misses, hazards, unsafe acts, defective equipment, chemical exposure, vehicle incidents, and property damage immediately, even if minor.

Do not remove guards, warning tags, locks, safety signs, cones, barriers, or controls.

Do not run, push, fight, horseplay, throw fruit/tools, climb bins, ride machinery, or distract workers using ladders, platforms, vehicles, tools, or machinery.

No smoking, vaping, eating, drinking, or tobacco use in orchard blocks, packhouse areas, chemical areas, vehicles, or other prohibited areas. Use only designated areas.

7. ORCHARD SITE RULES

The Employee must respect that most worksites are grower-client property. Access is permitted only for work and only while authorised by 4 Brothers and the site controller.

Enter and leave only through authorised access points.

Park only where directed and keep accessways clear for emergency vehicles, tractors, bin trailers, and client operations.

Stay within assigned blocks, rows, facilities, and break areas.

Do not touch, move, enter, or use client equipment, machinery, sheds, chemical stores, houses, vehicles, bins, or property unless authorised.

Do not bring visitors, family members, children, pets, or unauthorised workers to any worksite.

Comply immediately if a grower, packhouse, auditor, inspector, or site controller requires the Employee to leave a site. 4 Brothers may investigate and decide whether further work can be offered.

8. LADDER, HEIGHT AND PLATFORM SAFETY

Kiwifruit work often involves ladders and platforms. Falls can cause serious harm. Ladder and height rules are strict.

Use only ladders, platforms, harnesses, and equipment authorised for the task.

Inspect ladders and platforms before use. Report defects immediately and do not use defective equipment.

Place ladders securely and use them only on suitable ground and at a safe angle.

Maintain three points of contact where required and do not overreach.

Do not carry excessive loads while climbing or descending.

Do not move ladders with another worker on them.

Do not work at height during unsafe wind, rain, poor visibility, unstable ground, or when instructed to

stop.

Failure to follow ladder, height, or platform safety may result in immediate removal from work and disciplinary action.

9. MANUAL HANDLING, TOOLS AND MACHINERY

Use correct lifting technique and ask for help with awkward, heavy, or repetitive loads.

Keep hands, clothing, hair, and loose items clear of moving machinery and bin equipment.

Use secateurs, knives, loppers, saws, snips, and tools only for work tasks and only as trained.

Keep sharp tools closed, covered, or secured when not in use.

Do not operate tractors, forklifts, quad bikes, platforms, sprayers, wind machines, trailers, bin equipment, or machinery unless authorised, trained, and licensed where required.

Report machinery defects, near misses, impacts, rollovers, trailer issues, hydraulic faults, and unsafe operation immediately.

10. FOOD SAFETY, HYGIENE AND BIOSECURITY

4 Brothers must protect fruit quality, export market access, grower-client requirements, Zespri standards, food safety, and biosecurity. These rules are mandatory.

Wash or sanitise hands as required, especially before handling fruit, after eating, after toilet use, after smoking/vaping, and after contact with contaminants.

Do not work with exposed infected wounds, illness, vomiting, diarrhoea, or any condition that may contaminate fruit or food-contact surfaces. Notify the Supervisor immediately.

Do not eat, drink, smoke, vape, spit, urinate, or dispose of rubbish in orchard rows or restricted areas.

Use toilets, handwashing, rubbish, and hygiene facilities properly.

Follow all re-entry intervals, spray signage, agrichemical controls, hygiene stations, boot/gear cleaning, tool sanitation, and block movement controls.

Report signs of pests, disease, unusual fruit, vine symptoms, contamination, animal intrusion, chemical exposure, or biosecurity risk immediately.

Do not move plant material, fruit, soil, tools, bins, or equipment between blocks or sites unless authorised.

11. QUALITY AND PRODUCTIVITY STANDARDS

The Employee must work to the quality and productivity standard required by 4 Brothers, growers, packhouses, and export requirements. Speed never excuses unsafe work or poor quality.

Follow picking, pruning, thinning, tying, girdling, pollination, bin handling, and quality instructions exactly.

Handle fruit carefully to avoid bruising, punctures, stem damage, contamination, and rejected bins.

Do not mix fruit, hide damaged fruit, falsify counts, overfill bins, underfill bins, or ignore quality instructions.

Quality controllers and supervisors may inspect work at any time.

Substandard work may require retraining, rework, removal from a task, reduction of future offers for that task, performance management, or disciplinary action after a fair process.

Piece-rate, bin, weight, tray, time, and task records must be accurate. Dishonesty in records is serious misconduct.

12. PPE, TOOLS, EQUIPMENT AND COMPANY PROPERTY

Company property includes PPE, tools, clothing, keys, access cards, devices, phones, fuel cards, vehicles, documents, manuals, passwords, records, harvest bags, bins, ladders, platforms, and any item issued or made available for work.

Company property must be used only for work and only as authorised.

The Employee must keep company property clean, secure, and in good condition, fair wear and tear excepted.

The Employee must not lend, sell, gift, alter, misuse, deliberately damage, or take company property for personal use.

Loss, theft, damage, defect, or non-return must be reported immediately.

Company property must be returned when requested and at the end of employment.

Required PPE is supplied at no cost where required for work. Recovery of costs for unreturned, lost, or damaged property will be handled only in accordance with the employment agreement and the law.

13. VEHICLES, DRIVING AND TRANSPORT

Only authorised and properly licensed employees may drive for work.

Drivers must obey all road rules, site speed limits, loading rules, parking directions, and supervisor instructions.

No driving while impaired by alcohol, drugs, fatigue, medication, illness, injury, or distraction.

No mobile phone use while driving unless lawful hands-free use is authorised and safe.

Only authorised passengers may be carried.

Vehicles must be kept clean, fuelled as directed, locked when unattended, and parked where instructed.

Accidents, damage, infringements, near misses, defects, licence suspension, licence conditions, or disqualification must be reported immediately.

Fuel cards may be used only for authorised work purposes. Misuse is serious misconduct.

14. DEVICES, SYSTEMS AND ELECTRONIC MONITORING

4 Brothers may issue or use phones, tablets, radios, apps, GPS, cameras, timekeeping systems, messaging tools, scanning tools, payroll systems, productivity records, vehicle logs, and electronic records for legitimate business purposes.

Company devices, phone numbers, accounts, passwords, apps, and data remain company property.

Company devices and systems must not be used for offensive, illegal, unsafe, excessive personal, or reputation-damaging activity.

Passwords and access codes must be kept secure and must not be shared.

4 Brothers may monitor company devices, systems, GPS, vehicle location, timekeeping, site attendance, productivity records, and communications on company channels for safety, compliance, payroll, quality, investigation, and business management purposes.

4 Brothers will handle personal information in accordance with the Privacy Act 2020.

15. PHOTOS, RECORDINGS, SOCIAL MEDIA AND PUBLIC COMMENT

Orchards, packhouses, workers, client property, fruit quality, harvest timing, yields, pricing, and work methods are commercially sensitive. The Employee must protect 4 Brothers and grower-client confidentiality and reputation.

Do not take, post, share, livestream, or distribute photos, videos, audio recordings, location information, client names, worker images, fruit condition, documents, rosters, pay records, systems, or worksite information without written authority.

Do not speak to media, online groups, competitors, recruiters, growers, auditors, or the public on behalf of 4 Brothers unless authorised.

Do not post comments that are bullying, harassing, discriminatory, threatening, defamatory, confidential, misleading, or likely to damage 4 Brothers, workers, growers, packhouses, Zespri, or client relationships.

This rule does not prevent the Employee from discussing their own pay or employment terms, seeking advice, raising a personal grievance, reporting to a lawful authority, or making a protected disclosure.

16. CONFIDENTIALITY, CLIENTS AND CONFLICTS

Refusal, tampering, substitution, evasion, or a confirmed breach may be treated as serious misconduct after a fair process.

19. INSPECTIONS, SECURITY AND THEFT PREVENTION

4 Brothers may take lawful and reasonable steps to protect people, fruit, property, vehicles, equipment, confidential information, and client sites.

4 Brothers may inspect company property, vehicles, tools, devices, PPE, bins, harvest bags, records, systems, and worksites at any time.

Inspection of personal property will only occur where lawful and reasonable, and with consent or lawful authority. Refusal may be considered in light of the circumstances where there is a reasonable security, safety, or investigation concern.

Theft, attempted theft, fraud, false records, unauthorised possession of property, or deliberate damage is serious misconduct.

20. INVESTIGATIONS AND DISCIPLINARY PROCESS

4 Brothers will use a fair process before making disciplinary decisions. The process may be adjusted to fit the seriousness, urgency, seasonal context, available evidence, and safety risk.

4 Brothers identifies the concern and decides whether investigation is needed.

The Employee may be asked for information, documents, records, or a written explanation.

If allegations are put to the Employee, the Employee will be given a reasonable opportunity to respond and may bring a support person or representative.

4 Brothers will consider the Employee's response before deciding any outcome.

Possible outcomes include no action, coaching, retraining, reminder of expectations, warning, final warning, change of duties, removal from site, suspension, termination on notice, or summary dismissal for serious misconduct.

4 Brothers may suspend the Employee on pay where reasonably necessary for safety, investigation, protection of people/property/evidence, or client-site access. Suspension is not a finding of wrongdoing.

21. SERIOUS MISCONDUCT EXAMPLES

The following are examples of conduct that may amount to serious misconduct. This list is not exhaustive.

Theft, fraud, dishonesty, false time, false piece units, false expenses, or false right-to-work information.

Assault, threats, violence, bullying, harassment, sexual harassment, racial harassment, discrimination, intimidation, or retaliation.

Serious or repeated health and safety breach, unsafe ladder/platform use, refusal to wear PPE, unsafe driving, or putting any person at risk.

Drug or alcohol impairment, possession, supply, positive test, refusal, tampering, or evasion where testing is lawful and reasonable.

Wilful or grossly negligent damage to fruit, vines, structures, bins, tools, machinery, vehicles, equipment, client property, or company property.

Serious breach of food safety, biosecurity, chemical re-entry, hygiene, or site access rules.

Unauthorised photos, recordings, disclosure of confidential information, or public comments causing serious reputational risk.

Refusal to follow lawful and reasonable instructions.

Working without lawful entitlement to work in New Zealand.

Conduct that seriously damages trust and confidence or brings 4 Brothers, a grower, a packhouse, Zespri, or another worker into serious disrepute.

22. PRIVACY AND PERSONAL INFORMATION

4 Brothers collects, uses, stores, and discloses personal information for employment, payroll, tax, immigration, health and safety, training, rostering, compliance, quality, client access, insurance, investigation, and business administration purposes.

Personal information may be collected directly from the Employee or indirectly from lawful sources such as referees, supervisors, clients, government agencies, payroll providers, system records, GPS records, timekeeping systems, incident reports, training records, and worksite records. Where required by the Privacy Act 2020, 4 Brothers will take reasonable steps to make the Employee aware of indirect collection.

The Employee may request access to and correction of personal information held by 4 Brothers, subject to legal limits.

23. TRAVEL, ACCOMMODATION AND EXPENSES

Travel, accommodation, meals, and expense reimbursements are provided only where approved by 4 Brothers or required by the employment agreement or law.

Expenses must be reasonable, work-related, authorised, and supported by receipts or other required proof.

4 Brothers may decline unauthorised, personal, excessive, unsupported, or non-work-related expense

claims.

Accommodation rules, if provided, must be followed. Damage, disturbance, unauthorised guests, illegal activity, or failure to leave accommodation when required may be treated as misconduct or serious misconduct.

24. REPORTING PROBLEMS AND RAISING CONCERNS

The Employee should raise work concerns early with the Supervisor or Director so they can be addressed. This includes pay concerns, safety concerns, bullying/harassment concerns, discrimination, leave issues, roster concerns, equipment issues, and client-site issues.

The Employee may use Employment New Zealand mediation or other lawful processes. Personal grievances must be raised within the legal time limits stated in the employment agreement.

4 Brothers will not retaliate against an Employee for raising a genuine concern, reporting a safety issue, seeking advice, using employment rights, or making a protected disclosure.

25. END OF EMPLOYMENT

The Employee must return all company property, documents, keys, devices, clothing, PPE, tools, records, passwords, and confidential information by the last day of employment or earlier if requested.

The Employee must not delete, copy, alter, remove, or keep company information unless authorised.

Final pay and deductions will be handled under the employment agreement and the law.

Confidentiality, privacy, intellectual property, non-solicitation, and return-of-property obligations continue after employment ends where the employment agreement or law provides.

26. EMPLOYEE ACKNOWLEDGEMENT

By signing below, the Employee acknowledges that they have received or had access to this Manual, understand that it applies to their employment, and agree to follow all lawful and reasonable manual rules, policies, procedures, instructions, site rules, induction requirements, toolbox talks, and updates issued by 4 Brothers.

Employee Full Name	
Signature	
Date	
Employer Representative	
Signature	
Date	

