

Terms and Conditions of Engagement

Set out below is the information required by the Rules of Conduct and Client Care for ATAINZ together with the standard terms of engagement on which Eden Palmer Prewett Limited (**we**) provide accounting and related services to our clients (**you**).

Unless we expressly agree otherwise in writing, these terms will apply whenever you ask us to act for you on a matter. You do not need to sign any formal documentation to indicate your acceptance of these terms. Your acceptance of these terms will be assumed from you engaging us or continuing to engage us.

If you have any comments or questions about these terms, please contact us.

1. Client Care and Service

1.1 Whatever accounting services we (as your accountant) provide, we must:

- (a) Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- (b) Protect and promote your interests and act for you free from compromising influences or loyalties.
- (c) Discuss with you your objectives and how they should best be achieved.
- (d) Provide you with information about the work to be done, who will do it and the way the services will be provided.
- (e) Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- (f) Give you clear information and advice.
- (g) Protect your privacy and ensure appropriate confidentiality.
- (h) Treat you fairly, respectfully and without discrimination.
- (i) Keep you informed about the work being done and advise you when it is completed.
- (j) Let you know how to make a complaint and deal with any complaint promptly and fairly.

1.2 The obligations accountants owe to clients are

described in the Code of Ethics for members of ATAINZ. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system. If you have any questions, please visit www.atainz.co.nz.

2. Persons Responsible for the Work

2.1 Our directors will have the overall responsibility for the services we provide for you.

3. Professional Indemnity Insurance

3.1 We hold professional indemnity insurance that meets or exceeds any minimum standards from time to time specified by ATAINZ. We will provide you with particulars of the minimum standards on request.

4. Legal Advice

4.1 We are not experts in legal matters. We recommend that you also obtain advice in that regard from suitably experienced and qualified advisers in respect to any matter or transaction that we handle for you. If we assist you in relation to any accounting or tax matter, we do so on the basis that we do not accept any responsibility in relation to the assistance that we have given, whether or not we have obtained advice on your behalf.

5. Investment and Financial Advice

5.1 We do not give investment or financial advice of any kind.

6. Foreign Law

6.1 We are only qualified to advise on New Zealand Zealand tax law. If we assist you on matters governed by foreign law, we do so on the basis that we do not accept any responsibility in relation to the assistance that we have given, whether or not we have obtained foreign legal and tax advice on your behalf.

7. Third Party Providers

7.1 Where we recommend or suggest that you engage a third party to provide you with goods or services (**Third Party Provider**), our recommendation or suggestion will be made in good faith. However, you agree that we will have no liability to you (whether in contract, equity, tort or otherwise) for any act or omission of such

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| | Third Party Provider. | 10.2 | If you uplift your files or documents, they will be provided in electronic format (hard copies will also be provided, if we hold them) and we will retain electronic copies. We reserve the right to charge for any attendances relating to the uplift of files and documents by you. |
| 8. | Limitation of Liability | 11. | Conflicts of Interest |
| 8.1 | To the extent permitted by law, the aggregate liability of us (which, for the purpose of this clause 8, includes our directors, employees and agents), whether in contract, equity, tort or otherwise, arising out of your engagement of us on a matter (or any series of related matters) is limited to: | 11.1 | We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in ATAINZ. |
| | (a) If any amount is available to be paid out under our relevant insurance policies in respect of our liability to you, that amount, up to a maximum of NZ\$2,000,000 (including interest and costs); or | 12. | Scope of Our Role |
| | (b) In any other case, NZ\$100,000 (or such other amount specified in writing by us at the time we are engaged to act for you in relation to a matter), | 12.1 | Our duties are owed to you. Unless otherwise agreed in writing or required by law, those duties will not extend to others (for example, associated parties such as shareholders or related companies, directors or employees, or parents or other family members). |
| | and, if you consist of more than one person (such as a couple or a partnership), this limit on our liability is the maximum combined amount that we will have to pay you together. | 12.2 | Our advice is given solely for your benefit and in your interests. If any other parties wish to rely on the advice we give you, they can only do so if we agree in writing). |
| 9. | Confidentiality | 12.3 | Our advice is strictly limited to the matters stated in it and does not apply by implication to any other matters. |
| 9.1 | We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except: | 13. | Financial |
| | (a) To the extent necessary or desirable to enable us to carry out your instructions; or | 13.1 | Fees: The basis on which fees will be charged is set out below: |
| | (b) To the extent required by law or by the ATAINZ rules contained in its Code of Ethics. | (a) | If our initial letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs. |
| 9.2 | Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing accounting services for you. | (b) | The time spent on a matter is one factor that we take into consideration when determining a fair and reasonable fee. We may also take into consideration: |
| 9.3 | We will not disclose to you confidential information which we have in relation to any other client. | (i) | The skill, specialised knowledge and responsibility required to perform the services properly; |
| 10. | Retention of Files and Documents | (ii) | The importance of the matter to you and the results achieved; |
| 10.1 | We will retain the files and documents related to your matters electronically for at least seven years after the end of our involvement in the matter (any hard copies may be securely destroyed). We are under no obligation to retain your files and documents for a longer period unless we explicitly agree with you in writing that we will do so. If we retain any hard copy of a file or document it may be stored at our premises or with an independent storage provider at another location. | (iii) | The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you; |

- (iv) The degree of risk assumed by us in undertaking the services, including the amount or value of any property involved;
 - (v) The complexity of the matter and the difficulty or novelty of the questions involved;
 - (vi) The experience, reputation and ability of the accountant;
 - (vii) The possibility that the acceptance of the particular retainer will preclude engagement of the accountant by other clients;
 - (viii) Whether the fee is fixed or conditional (whether in litigation or otherwise);
 - (ix) Any quote or estimate of fees given by us;
 - (x) Any fee agreement (including a conditional fee agreement) entered into by us;
 - (xi) The reasonable costs of running our accounting firm; and
 - (xii) The fee customarily charged in the market and locality for similar accounting services.
- 13.2 **Disbursements and Expenses:** In providing services we may incur disbursements or expenses or have to make payments to third parties on your behalf. These will be included in our invoice to you when the disbursement or expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
- 13.3 **GST:** GST (if any) is payable by you on our fees and charges.
- 13.4 **Invoices:** We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant disbursement or expense.
- 13.5 **Payment:** Our invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due. If we refer the outstanding debt to a debt collection agency. You will be liable for any debt collection costs incurred.
- 13.6 **Deduction from Funds Held:** If we hold funds for you then we may deduct our fees, disbursements and expenses from those funds. These terms constitute advance notice of our intention to deduct those fees, disbursements and expenses. An invoice will be provided to you before that deduction occurs.
- 13.7 **Security / Prepayment of Fees:** We may ask you to pre-pay amounts to us, or to provide security for our fees, disbursements and expenses. If our client is a company, trust or other legal entity or personality we may require the individual(s) or other entities associated with our client to guarantee the obligations of our client to us. You authorise us to debit against amounts pre-paid by you any fees, disbursements or expenses for which we have provided an invoice.
- 13.8 **Third Parties:** Although you may expect to be reimbursed by a third party for our fees, disbursements and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us and we may require you to pay any such invoice.
14. **Lien**
- 14.1 Where work has been done by us but we have not been paid by you, then as a general rule, we have the right to retain your files and documents until such time as all outstanding fees, disbursements and expenses have been paid.
15. **Anti-Money Laundering and Foreign Account Tax Compliance**
- 15.1 **Compliance:** We must comply with all laws binding on us in all applicable jurisdictions, including (but not limited to):
- (a) The Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (**AML/CFT Act**); and
 - (b) The United States Foreign Account Tax Compliance Act, the intergovernmental agreement between the United States and New Zealand relating to it, and relevant provisions of the Tax Administration Act 1994 (together referred to as **FATCA**)
- 15.2 **Due Diligence and Assistance:** Where required by the AML/CFT Act, FATCA or any other law binding on us (in any applicable jurisdiction):
- (a) We will perform client due diligence and account monitoring, keep records, and report any unusual or suspicious transactions; and we may be required to assist any bank or other entity with whom we transact as your agent, or with whom we deposit money on trust for you, to comply

with that entity's legal obligations in any jurisdiction, and we may require you to promptly provide information and documents for these purposes from time to time. These may relate to you, any other relevant person (for example, any beneficial owner), the source of funds, the transaction, the ownership structure, tax identification details and any other relevant matter. We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency or court as required by law.

obligations under these terms or in relation to any engagement of us on any matter.

18.3 We are entitled to change these terms from time to time, in which case we will provide you a copy of the amended terms.

18.4 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

18.5 EPPL is the trade name of Eden Palmer Prewett Limited.

15.3 **Failure to Provide:** We, the bank or other entity (as the case may be) may:

- (a) Suspend, terminate, or refuse to enter into a business relationship;
- (b) Delay, block or refuse to process a transaction (including by refusing to handle and deposit money on trust for you); and
- (c) Report a transaction,

without notice if:

- (i) The required information or documents are not promptly provided; or
- (ii) It is suspected that the business relationship or transaction is unusual, may breach any applicable law or may otherwise relate to conduct that is illegal or unlawful in any jurisdiction.

16. **Electronic Communications**

16.1 Unless otherwise agreed with you, we may communicate with you and others by electronic means. As you may be aware, such communications may not be secure and may be subject to unauthorised interception, interference, error or virus. While we will take all reasonable steps to protect our communications from such issues, we will not accept any responsibility and will not be liable for any damage or loss if they occur.

17. **Termination**

17.1 You may terminate our services at any time.

17.2 We may terminate our services at any time.

18. **Miscellaneous**

18.1 These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

18.2 You may not transfer or assign your rights or