

AINGER TOMLIN LIMITED

TERMS AND CONDITIONS

1. Your responsibilities

You must provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline. We will rely on such information being true, correct and complete and will not audit the information.

You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

You must keep us informed on a timely basis of changes in your circumstances that may affect our services.

2. Qualifications on our services

To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs.

Where our engagement is recurring, we may amend our engagement letter and these terms where we consider it is necessary or appropriate to do so. If you do not accept such amendments, you must notify us promptly in which case you may terminate our engagement in accordance with section 17 below and those amendments will not apply prior to such termination.

3. Reliance on advice

We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

4. Investment and financial advisory advice

We are prohibited from providing you with investment or financial advice regulated under the Financial Markets Conduct Act 2013, as amended by the Financial Services Legislation Amendment Act 2019.

5. Professional obligations and confidentiality

We are required to comply with all applicable by-laws, rules, regulations, professional and ethical standards and guidelines of Chartered Accountants Australia and New Zealand (CAANZ) and the New Zealand Institute of Chartered Accountants (NZICA).

These requirements include the NZICA Code of Ethics, which among other things contains confidentiality requirements. In accordance with these requirements, we will not disclose information we obtain in the course of this engagement to other parties, without your express consent, except as required by:

- laws and regulations (for example, disclosures required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (including to a third- party auditor) and as required by the Common Reporting Standard)
- professional obligations including:
 - the provisions of the NZICA Code of Ethics that apply if we become aware of actual or potential 'non-compliance with laws and regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as adverse consequences to investors, creditors, employees or the public), we may be required to disclose the matter to an appropriate level of management or those charged with governance and/or an appropriate authority.
 - the provisions of the NZICA Rules and Professional Standards that subject us to practice review, trust account audits, investigations and disciplinary procedures. These rules require us to disclose to NZICA, its practice reviewers and/or its disciplinary bodies our files and workpapers including client information. In accepting this engagement you acknowledge that, if requested, our files related to this engagement, may be made available to NZICA, its practice reviewers and/or its disciplinary bodies. Employees and contractors of NZICA are also bound by confidentiality under contract and by the NZICA Code of Ethics.

6. Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons the engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests or you do not consent to the way in which we propose to manage the conflict then

we will be unable to provide further services to some or all of the persons to whom the engagement applies. If this arises, we will inform you promptly.

We may act for other clients who are in competition with you, subject to the obligations of conflicts of interest and confidentiality referred to above.

7. Fees and payment

Our fees will be charged based on the level of skill, responsibility, importance and value of the advice, as well as the level of risk.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

We will usually invoice monthly and our invoices are due for payment on the 20th of the month following date of invoice.

Any disbursements and expenses we incur in the course of performing our services will be included in our invoices where appropriate.

Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval.

We may charge interest on overdue invoices at the rate of 15% per annum.

We may also suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.

8. Lien

If permitted by law and not prohibited by professional standards or guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

9. AML – Electronic Verification

We are required to carry out identity checks to fulfil the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 requirements. We may request from you such information as we require for these purposes and make searches of appropriate databases.

10. Client money

We may maintain a trust account for dealing with client monies on their behalf, for specific engagements.

We will need to undertake further client due diligence to comply with our obligations under the AML Act. We may not be able to process a transaction if the required information is not provided.

Professional Standard PS-2 Client Monies sets requirements and provides guidance regarding Ainger Tomlin Limited's professional responsibilities when holding, receiving or otherwise dealing with client monies on behalf of clients, including operation of client bank accounts.

These requirements include establishing a client's authority in relation to use of client monies – an engagement letter may be used to do this. In this situation the engagement letter would also include the matters required by PS-2, and in particular matters such as:

- a) the intended use(s) or purpose(s) for holding or receiving the client monies and/or operating a client bank account
- b) establishing a general authority for use of client monies and/or operating a client bank account subject to client directions
- c) establishing the process for obtaining client directions
- d) the arrangements for payment to Ainger Tomlin Limited for professional fees and disbursements including, where they are to be drawn from the trust account / client account if applicable, the process for obtaining the client's authorisation for withdrawal of fees and/or disbursements by Ainger Tomlin Limited from the trust account or client bank account when due.

11. Commission

We may receive a nominal commission or administration fee on services we organise, facilitate or recommend. These services include, but are not limited to insurance services, banking services, marketing services and accounting software or subscriptions as follows:

Xero/MYOB – we receive a discount on these products to cover our administration costs of providing these services to you.

Accountancy Insurance – as part of offering Audit Shield insurance to our clients we receive administration fees to cover part of our cost of providing this service.

12. Disclosure permissions

In accepting the engagement, you provide us with your express consent to disclose your information to:

- our service providers (see clause 22) or regulatory bodies to the extent required to perform our services in respect to this engagement;
- our professional advisors or insurers to the extent required to protect our interests in respect to this engagement;
- our external peer reviewer to the extent required to review this engagement; and

We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis we maintain in respect to your information (see clause 5).

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices and also for professional reasons (e.g. to perform the work under this engagement or to comply with our professional and ethical obligations). We will continue to hold such information confidentially.

13. Privacy

We may collect, store, use and disclose your personal information for the purposes of providing the services described in the engagement letter. We will comply with the *Privacy Act 2020* when collecting, storing, using and sharing your personal information.

14. Ownership of materials

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record keeping practices in accordance with our professional and legal obligations.

If your affairs at some time in the future are handled by you or another accountant, we will make available such information regarding your affairs that is essential to enable you or your new accountant to perform the services we previously provided including any Xero or other subscription held by us.

You agree we can use your logos and trademarks for the sole purpose of providing advice to you in connection with the engagement, unless you tell us otherwise.

15. Limitation of liability

To the maximum extent permitted by law, our maximum aggregate liability of all our directors under or in connection with the engagement is limited to the dollar value of the contracted services provided to you in the previous calendar year. You agree not to bring any claim against any of our directors or employees in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- indirect, special or consequential losses or damages of any kind, or
- liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms

16. Limitation of third party rights

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

17. Termination

Each of us may terminate the services detailed in the latest engagement letter by giving not less than 21 days' notice in writing to the other party except:

- where a conflict of interest has arisen, or
- you fail to cooperate with us, or
- we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information

in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

18. Communication

You must advise us of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

19. Applicable law

Our engagement is governed by New Zealand law. The New Zealand courts have non-exclusive jurisdiction in relation to any dispute between us.

20. Interpretation

If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

21. Disputes and complaints

If you have any concerns about our costs or services, please speak to the person responsible for this engagement, who is identified in our engagement letter. To resolve your concern, we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.

22. Outsourcing

We utilise third party services to perform some of our services. In utilising these third-party services, we provide these third parties with access to your data to the extent this is required to perform the services.