

Introduction

These Terms of Business, together with our Engagement Letter and any Scope of Services, form the entire agreement (the Contract) between Canterbury Accountants & Taxation Specialists Limited (Canterbury Accountants) and all engagement parties in the engagement letter.

1. Services

- 1.1 We will provide the services listed in the Engagement Letter and Scope of Services.
- 1.2 Any additional, varied or ongoing services as you may request in writing from time to time and as agreed to by us in writing.
- 1.3 You are responsible for determining that the scope of the services is sufficient to meet your need.
- 1.4 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 staff named in the engagement letter with other staff of similar skill;
 - (ii) no audit or review will be performed and, accordingly, no assurance will be expressed. Unless otherwise agreed, our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may occur;
 - (iii) we will rely on the information that you provide and will not verify that information;

2. Your responsibilities

- 2.1 Where there is more than one of you, this clause applies to each of you separately and not collectively.
- 2.2 You must provide us with complete, accurate, meaningful and timely instructions, and all information and documents requested by us, or necessary for us to carry out the work you have engaged us to carry out.
- 2.3 You are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us.

3. Disclosure of our work

- 3.1 We disclaim any assumption of responsibility for any reliance on our professional services by any party other than those specified or agreed, and for any purpose other than that for which it was prepared.
- 3.2 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. Fees and terms of payment

- 4.1 Unless otherwise agreed or required by law, our fees will be charged based on time spent by our staff and consultants working on the matter.
 - (i) In addition to our fee, a charge of 3% of the fees will be added to cover disbursements.

- (ii) GST will be added where applicable.

- 4.2 Our payment term is 14 days from the invoice date. If payment is not received within 30 days, we reserve the right to suspend work and charge interest on the outstanding balance amount at a rate of 2.5% above the current 90-day bank bill rate.
- 4.3 In any circumstance, we reserve the right to take any action to recover payments of our fees, disbursements or expenses. We are authorised to use, only to the extent necessary to receive such payments, your private information as that term is used in the Privacy Act 1993. You shall also be liable to pay all costs, including debt collector and legal fees incurred in recovering the debt.
- 4.4 Where there is more than one engagement party in the Engagement Letter, unless otherwise agreed, all of you will be liable to pay our fees in full separately and together as a group.

5. Limitation of Liability

- 5.1 Our liability in connection with the services and engagement all be limited in accordance with this clause.
- 5.2 Our liability for any losses or damages that you suffer directly caused by our breach of contract, negligence or wilful default shall be limited as follows:
 - (i) we shall have no liability for any consequential or indirect damage and costs or loss of profit;
 - (ii) we shall not be held responsible for any claims that might arise as a result of false, misleading or incomplete information, data or documentation furnished by other parties than Canterbury Accountants.

6. Confidentiality and Privacy

- 6.1 We will take all reasonable steps to keep confidential all confidential information you disclose to us as part of our engagement, except where you permit us to disclose it or where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of a quality review.
- 6.2 You agree that Canterbury Accountants may disclose confidential information:
 - (i) For quality review program set by Chartered Accountants Australia and New Zealand, which monitors compliance with professional standards by its members.
 - (ii) If necessary to meet any legal request from a New Zealand or overseas governmental agency
- 6.3 We reserve the right, for promotional activity, training or for similar business purpose, to mention that you are a client. As stated in 6.1, we will not disclose any confidential information.

7. Electronic Communication

- 7.1 Both parties shall agree to use electronic communication through such means as emailing of documents and messages.
- 7.2 You accept that electronic communication is neither safe nor stable and that data may be destroyed or corrupted,

may not be delivered immediately or be brought to the knowledge of third parties.

- 7.3 In accordance with the Unsolicited Electronic Messages Act 2007, you agree to receive emails, text or other electronic communications such as newsletters, notifications and reminders of tax payments or promotional material from us, unless you notify us to the contrary.
- 7.4 Electronic communications are prone to contamination by computer viruses. Each party should be responsible for protecting their systems, and we will not be liable for any loss or damage arising from the use of the Internet, electronic data or other software and systems.

8. Ownership of documents

- 8.1 All original documents that we obtain from you arising from the engagement remain your property. However, you agree that we may make a reasonable number of copies of the original documents for our records and to provide the services to you.
- 8.2 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 any other person.
- 8.3 We retain all copyright in any document prepared by us during the course of carrying out the engagement for you, save for where the law specifically provides otherwise.
- 8.4 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.
- 8.5 Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid to us in full.

9. Conflict of Interest

- 9.1 We will make a reasonable effort to identify conflicts of interest before accepting an engagement.
- 9.2 Should you be or become aware of possible conflicts of interest that may affect the engagement, we urge you to notify us thereof without undue delay.
- 9.3 If a potential or actual conflict of interest has been identified, we will evaluate and manage the conflicts of interest with adequate safeguards. We will discuss and agree with such implementation with you.

10. Termination of Contract

- 10.1 Both parties can terminate the service contract by giving 14 days written notice.
- 10.2 You will pay Canterbury Accountants for all services provided up to the date of termination
- 10.3 If you default on your payment obligation under this contract, we shall be entitled to terminate the agreement without notice.

11. Complaints and Dispute Resolution

- 11.1 The contract is governed by New Zealand law.
- 11.2 Should any dispute arise, the parties will attempt to resolve it in good faith by senior level negotiations.
- 11.3 In the event, the disputes cannot be settled between the parties; we both agree to resolve the matter through an appointed mediator.
- 11.4 If the dispute is not resolved through negotiation or mediation, the New Zealand Courts will have exclusive jurisdiction, overall claims that may arise out of or in connection with the Contract.
- 11.5 No claim or legal proceedings may be commenced later than two years after the date on which the party became aware or known of the facts giving rise to the claim.