

## Terms and Conditions

<p><b>1. Who may instruct us</b></p>	<p>You confirm that you, and any other person you nominate in writing from time to time (provided we have acknowledged such nomination), are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.</p> <p>If we are acting for a business, and we receive conflicting advice, information or instructions from different persons, we may refer the matter to the board of directors, partners or proprietors (as applicable) and act only as requested by them.</p>
<p><b>2. You and your spouse/partner</b></p>	<p>We will advise you and your spouse/partner on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you the affairs of the other. If you wish to change these arrangements, please let us know.</p>
<p><b>3. Know your customer</b></p>	<p>From 1 October 2018, all New Zealand accounting practices became subject to New Zealand's <i>Anti-Money Laundering and Countering Financing of Terrorism Act 2009</i>. Where we are required to conduct customer due diligence, this Act does not allow us to act, or continue to act, for our clients unless we have conducted that due diligence.</p> <p>Accordingly, we may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.</p>
<p><b>4. Your responsibilities</b></p>	<p>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.</p> <p>You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.</p>

	<p>You must keep us informed on a timely basis of changes in your circumstances that may affect our services.</p>
<p><b>5. Qualifications on our services</b></p>	<p>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.</p> <p>You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.</p> <p>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. Neither an audit nor a review will be conducted and, accordingly, no assurance will be expressed.</p> <p>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 16 below and those amendments will not apply prior to such termination.</p>
<p><b>6. Reliance on advice</b></p>	<p>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.</p> <p>Before relying on content on our website, please request confirmation in writing.</p>
<p><b>7. Investment and financial advisory advice</b></p>	<p>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.</p>
<p><b>8. Professional obligations and confidentiality</b></p>	<p>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 and the New Zealand Institute of Chartered Accountants (NZICA).</p> <p>These requirements include the NZICA Code of Ethics, which</p>

	<p>among other things contains confidentiality requirements.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• 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)</li> <li>• professional obligations including: <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ 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.</li> </ul> </li> </ul>
<p><b>9. Conflicts of interest</b></p>	<p>We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this 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 this engagement applies. If this arises, we will inform you promptly.</p>

	<p>We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.</p>
<p><b>10. Fees and payment</b></p>	<p>Our fees will be charged on the basis set out in the engagement letter and have been set based on the level of skill, responsibility, importance and value of the advice, as well as the level of risk.</p> <p>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.</p> <p>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.</p> <p>The frequency of our invoicing is identified in the Fee section of the engagement letter. Invoices are due for payment within seven days of issue. Our fees set out in our engagement letter are exclusive of GST which will be added to our invoice where it is chargeable.</p> <p>Any disbursements and expenses we incur in the course of performing our services will be added to our invoices where appropriate.</p> <p>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.</p> <p>We may charge interest on late paid invoices at the rate of 2% above the Reserve Bank of New Zealand cash rate.</p> <p>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.</p>
<p><b>11. Disclosure permissions</b></p>	<p>In accepting this engagement, you provide us with your express consent to disclose your information to:</p> <ul style="list-style-type: none"> <li>• our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement;</li> <li>• our professional advisors or insurers to the extent required to protect our interests in respect to this engagement;</li> </ul>

	<ul style="list-style-type: none"> <li>• our external peer reviewer to the extent required to review this engagement; and</li> </ul> <p>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 8).</p> <p>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.</p> <p>We may mention that you are a client for promotional purposes.</p>
<b>12. Privacy</b>	<p>We may collect, store, use and disclose your personal information for the purposes of providing the services described in the engagement letter to you and to comply with our obligations in section 9 above and in accordance with the disclosure exceptions outlined in section 8 above. We will comply with the <i>Privacy Act 2020</i> when collecting, storing, using and sharing your personal information. Our Privacy Policy (available on our website) provides further details of our privacy practices and our obligations to you.</p>
<b>13. Ownership of materials</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>14. Registered Office and Statutory Records</b>	<p>AMSCA limited does not provide a registered office service for companies. This means that the registered office, as provided to the Companies Office, must be your own.</p>

	<p>You are responsible for the maintenance and storage of your statutory records. AMSCA Limited does not have any responsibility to hold such records.</p>
<p><b>15. Limitation of liability</b></p>	<p>To the maximum extent permitted by law, our maximum aggregate liability (including of all our directors under or in connection with this engagement letter or its subject matter is limited to \$5,000.</p> <p>You agree not to bring any claim against any of our directors in their personal capacity.</p> <p>To the maximum extent permitted by law, we are not liable to you for:</p> <ul style="list-style-type: none"> <li>• indirect, special or consequential losses or damages of any kind; or</li> <li>• liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.</li> </ul>
<p><b>16. Limitation of third party rights</b></p>	<p>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.</p>
<p><b>17. Termination</b></p>	<p>Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where a conflict of interest has arisen, 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.</p>
<p><b>18. Communication</b></p>	<p>You must advise 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.</p>

<p><b>19. Applicable Law</b></p>	<p>Our engagement is governed by New Zealand law. The New Zealand courts have non-exclusive jurisdiction in relation to any dispute between us.</p>
<p><b>20. Interpretation</b></p>	<p>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.</p>
<p><b>21. Disputes and complaints</b></p>	<p>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 concerns 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.</p>
<p><b>22. Outsourcing</b></p>	<p>We may utilise the services of Connect Outsourcing NZ, based in India, and other third parties (located in NZ) from time to time. To perform the services, we provide these third parties with access to your data to the extent this is required to perform the services. This may require information being sent to our service provider in accordance with our Privacy Policy.</p>
<p><b>23. Electronic Identity Verification Method</b></p>	<p>Realyou Limited (RealAML) may be used at our discretion for electronic identity verification (EIV) checks. RealAML EIV checks (QuickID) use the following reliable, independent data sources and re-sellers: Department of Internal Affairs, New Zealand Transport Agency, The Motor Vehicle Registry, Land Information New Zealand, New Zealand Companies Office, Tenancy Information New Zealand (Illion), Centrix, Equifax, Global Data Consortium, and RapidID as part of their data sources to provide compliant EIV checks in New Zealand and abroad. RealAML errors (partial or failed checks) occur less than 10% of the time if the customer data entered is accurate. RealAML's matching parameters for an EIV check pass are: Verify the customer's name + date of birth from at least one reliable and independent electronic source. Plus, verify the customer's name + address from at least one reliable and independent electronic source. RealAML has two full-time senior developers in New Zealand with security top of mind. RealAML checks are stored encrypted at rest on Amazon Web Services (AWS) in Sydney. RealAML implement additional security measures such as Cloudflare (prevents DDOS attacks) and Transfer Layer Security (TLS).</p>

	<p>RealAML does not store any data locally. RealAML's privacy policy can be found at <a href="https://realaml.com/privacy-policy/">https://realaml.com/privacy-policy/</a> RealAML checks are conducted in-person or remotely through their secure web based application or Application Programming Interfaces (APIs). EIV checks require express consent before they are run. We have the option to link customers to their claimed identity through RealAML's biometric facial recognition technology (FaceMatch). If FaceMatch is not used then we link customers to their claimed identity through an email address or phone number verified by a reliable and independent source. Or, ask a secret question about the customer's social or financial footprint that isn't known to the public. Or, meet the customers face-to-face. As a reporting entity, we have flexibility in how we do this. RealAML's data sources are maintained by a combination of government bodies and reliable and independent private companies. If RealAML is unable to verify my customer we will revert to Part 1 or Part 2 of IVCOP.</p>
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