



470 Parnell Road
Parnell, Auckland 1052
PO Box 113150
Newmarket, Auckland 1149
New Zealand

Bellingham Wallace Limited
T +64 9 309 7851
F +64 9 379 2584
info@bellinghamwallace.co.nz
bellinghamwallace.co.nz

OUR STANDARD TERMS AND CONDITIONS

The following terms and conditions apply to the services we provide to you. You agree to be legally bound by these terms and conditions when you instruct us or receive services from us. The current version of these terms and conditions can be found on our website at www.bellinghamwallace.co.nz.

Extent of Services

We will not audit, review or carry out any other checks on the accuracy or completeness of the information you provide. It is up to you to give us accurate and complete information to enable us to provide the services described in this letter and we accept no liability for the accuracy or completeness of any information supplied by you in any form. Accordingly, no assurance on any assertions contained in the financial information compiled will be provided.

Our engagement does not include the investigation or discovery of internal control weaknesses, errors, illegal acts or other irregularities including, without limitation, fraud, or non compliance with laws and regulations. However, we will inform you of any such matters which may come to our attention during the course of our engagement.

The information you are to supply and any other information that we consider necessary to complete the engagement must be provided in a timely manner in order for the assignment to be completed on a timely basis.

If the services to be provided include tax compliance services then the following will apply:

- You may use our office address as the mailing address for assessments and/or correspondence from Inland Revenue. If you do this we will send you copies of any letters received along with recommendations for your reply if necessary.
- If you use our office address as the mailing address for assessments we will check the assessments and let you know the amounts and due dates of tax instalments. You are then responsible for paying the correct tax on time.
- We will advise you about any amounts of tax to be paid and the due dates for payment. If your tax seems to have been overpaid at any time we will make a refund claim on your behalf.
- In the case of tax compliance services our function is limited to providing you with information and advice to aid you in making decisions about your tax. However, the ultimate responsibility for making those decisions remains with you.
- You are responsible for what appears in your tax returns. This means you must ensure that the information you give us is accurate and complete.
- If you choose to use your own address as the mailing address for assessments and/or correspondence from Inland Revenue we recommend that you provide us immediately with copies of any correspondence you receive from Inland Revenue. This is because there may be a deadline for reply of which you may be unaware.
- You are ultimately responsible for paying any Inland Revenue Department penalties arising from late payments, errors, wrong estimates or any other reason. However, if any penalties are incurred directly due to our error or omission, then we are responsible for such penalties.
- The provision of tax consultancy requirements as required from time to time.

Financial Advisers Act

Bellingham Wallace Limited is not an Authorised Financial Adviser as defined in section 51 of the Financial Advisers Act 2008. Any advice provided is merely a service provided as an incidental part of a non-financial service.

We recommend that any investment decisions are referred to an Authorised Financial Adviser.

Independence

Independence is not required for a compilation engagement. If we are aware that we are not independent of the entity for which we are preparing financial statements, this fact will be stated in our compilation report. However, we will not conduct a comprehensive review to determine whether we are or are not independent of the entity.

Use and Distribution of the Financial Information

We understand that the primary intended use of the financial information we will compile is to assist with meeting taxation requirements and to provide management with relevant financial data. Furthermore, we understand that the financial information is intended to be distributed primarily to you and any other owners of the entities concerned. If this should change in any material respect, you will inform us immediately.

You may make copies of any reports for your own internal use or for providing to a third party. However, we accept no duty or responsibility to any party, other than yourself, who may seek to rely on our reports and, furthermore, that you indemnify us against any claim by such other party in respect of the reports.

Information and Disclosure

All assignments will be conducted in accordance with the professional standards, rules and ethical requirements of the New Zealand Institute of Chartered Accountants. Information we obtain in the course of this engagement is subject to confidentiality requirements, in addition to our obligations under the Privacy Act 1993.

We will not disclose that information to other parties without your express consent, except as required by law or professional obligations. In order for us to perform your assignments efficiently we require authority to liaise with both the Inland Revenue Department and other financial institutions that you are connected to. An Authority to Disclose and Receive Information form for each entity and individual is attached to this letter which we need signed and returned to us.

Non-disclosure of Tax Documents

Under the Tax Administration Act 1994 you are entitled to exercise your right of non-disclosure of tax advice documents which have been created either by you or by Bellingham Wallace Limited.

Tax advice documents can include most forms of paper and electronic communications between yourself and Bellingham Wallace Limited, which have either been created by you instructing us to provide you with tax advice or created by us in order to provide you with tax advice. It is also intended that the advice remain confidential.

A claim that a document is a tax advice document must be made by you or by Bellingham Wallace Limited, where we are authorised to act on your behalf for the purposes of the non-disclosure provisions in the Tax Administration Act 1994. We have included an authorisation in the Client Acceptance section of this letter, to ensure that we are authorised to act for you as required.

If you receive an Information Demand from the Inland Revenue Department in respect of our advice, you agree to notify us as soon as practicable in order that a timely decision can be made on the claiming of non-disclosure in respect of that advice.

Limitation of Liability

At all times we will use reasonable skill and care in providing our services to you. However, in spite of this our liability to you whether in contract, tort, equity or otherwise, for any loss or damage or expenses (including legal costs) suffered or incurred directly by you as a direct result of any act or omission by us in providing our services, shall be limited to a maximum amount equal to three times the fee (excluding GST, disbursements and expenses) paid to us by you in respect of the services in

question. If the services were provided in respect of more than one financial year, the fee on which the liability amount is based shall be the fee paid relating to the financial year in respect of which the act or omission occurred. Any claim against us must be brought within twelve months of the date on which we complete the services.

Fees and Payment

Unless otherwise agreed with you in writing our fees are calculated on the basis of the time spent on the assignment by our team and on the levels of skill and responsibility involved.

Our invoices will generally be issued on a monthly basis and all invoices will be due for payment no later than 20 days after the invoice date. We reserve the right to charge interest on overdue amounts at a maximum rate of 15% per annum. We also reserve the right to on charge all collection costs applicable to the recovery of the account, should payment not be received.

As one of the formalities of becoming a client and part of our credit control process, we require the enclosed credit application form to be completed.

You should be aware that, like all other providers of services, we are entitled to retain possession of your records that have been used in relation to this engagement until outstanding fees are settled.

Money We Hold for You

We may sometimes hold money on your behalf. It will be held in trust in a client bank account, which is completely separate from the firm's funds. The New Zealand Institute of Chartered Accountants has strict rules about the way accountancy firms must handle their clients' money and we follow these rules.

Ownership of Workpapers

Material that you provide to us remains yours and will be returned to you when the engagement is completed. Work papers that we create remain our property.

Where we provide taxation services for you we will store tax records that we hold on your behalf for a period of seven years after the applicable balance date. At the end of that period, unless you ask us to send that information to you, the records will be destroyed using a secure document destruction service.

Electronic Communication

To comply with the Unsolicited Electronic Messages Act 2007, we are required to obtain your permission to send you electronic messages including, but not limited to, information about our services and invitations to special client events that we regularly hold. Please indicate in the Client Acceptance area of this letter whether you wish to opt in to our electronic mailing list.

Notice Regarding Electronic Signatures

Environmentally sustainable, convenient, legally recognised, secure and smart - these are just some of the reasons why Bellingham Wallace Limited uses Adobe Document Cloud eSign services to electronically send out documents for secure electronic signing.

The Electronic Transaction Act 2002 (Act) governs the legal application of electronic signatures in New Zealand. By agreeing to Bellingham Wallace Limited's terms of engagement you consent to transact business using electronic communications, to receive documents that require your signature electronically, and to utilise electronic signatures in lieu of using paper documents where appropriate. Please note that you will have the ability to download and print any open or signed documents sent to you via Adobe's Document Cloud eSign services.

Where a document is sent to you electronically for your electronic signature, you will have the ability to request a hardcopy paper version of the document for manual signing. Bellingham Wallace reserves the right to charge you a reasonable fee for the production and mailing/couriering of paper versions of documents.

Changes

We may change or modify these terms at any time by publication of the changed or modified terms on our website at www.bellinghamwallace.co.nz. These changes or modifications will bind you for any matters for which we accept instructions after publication of the change or modification.

Conclusion

If you have any questions regarding this letter of engagement please do not hesitate to call us. It is a requirement of The New Zealand Institute of Chartered Accountants that we provide you with this letter and that you return a signed copy to us.

In order to signify your acceptance of the terms of engagement, please sign the copy of this letter that is attached and return it to us with the following:

- "Authority to Disclose and Receive Information" forms (one for each entity); and
- Service Requirements Checklists (one for each entity).

Authority to Disclose and Receive Information (Personal)

I hereby record the following:

- That the firm of Bellingham Wallace Limited has been engaged to provide tax compliance services.
- That Bellingham Wallace Limited is authorised to communicate with the Inland Revenue Department ("IRD") by any method of communication on my behalf and to disclose relevant information regarding my taxation affairs to the IRD for the purpose of providing such tax compliance services.
- That I authorise the IRD for all purposes under the Privacy Act 1993, the Tax Administration Act 1994 and any other law relating to privacy, to disclose to Bellingham Wallace Limited by any method of communication such information regarding my taxation affairs as Bellingham Wallace Limited may request from time to time in the course of providing tax compliance services for me.
- That Bellingham Wallace Limited is authorised to act as my agent for ACC levy purposes for all associated entities. This authorisation allows Bellingham Wallace Limited to query and change information on my ACC levy account(s) through ACC staff and through ACC Online Services. This authority will also allow Bellingham Wallace Limited's main representative discretion to delegate access to my ACC information to other members of Bellingham Wallace Limited. Other delegated members of Bellingham Wallace Limited will also be able to query and change information on my ACC levy account.
- That I hereby authorise my bankers, solicitors, investment advisers and insurers for all purposes under the Privacy Act 1993, to disclose to Bellingham Wallace Limited such information as they may request from time to time in the course of providing tax compliance services for me.

Authority to Disclose and Receive Information (Business)

We hereby record the following:

- That the firm of Bellingham Wallace Limited has been engaged to provide tax compliance services.

- That Bellingham Wallace Limited is authorised to communicate with the Inland Revenue Department ("IRD") by any method of communication on behalf of the above named entity and to disclose relevant information regarding the entity's taxation affairs to the IRD for the purpose of providing such tax compliance services.
- That we authorise the IRD for all purposes under the Privacy Act 1993, the Tax Administration Act 1994 and any other law relating to privacy, to disclose to Bellingham Wallace Limited by any method of communication such information regarding the entity's taxation affairs as Bellingham Wallace Limited may request from time to time in the course of providing tax compliance services for the entity.
- That Bellingham Wallace Limited is authorised to act as my agent for ACC levy purposes for all associated entities. This authorisation allows Bellingham Wallace Limited to query and change information on my ACC levy account(s) through ACC staff and through ACC Online Services. This authority will also allow Bellingham Wallace Limited's main representative discretion to delegate access to my ACC information to other members of Bellingham Wallace Limited. Other delegated members of Bellingham Wallace Limited will also be able to query and change information on my ACC levy account.
- That we hereby authorise the entity's bankers, solicitors, investment advisers and insurers for all purposes under the Privacy Act 1993, to disclose to Bellingham Wallace Limited such information as they may request from time to time in the course of providing tax compliance services for the entity.
- That any Director of Bellingham Wallace Limited be authorised to sign as "Authorised Person" on documentation to be filed with The Companies Office.