



Terms and Conditions of Engagement

1. DEFINITIONS

- 1.1. If applicable, capitalised terms have the meaning given to them in this Agreement. In addition, the following definitions apply in this Agreement:
- 1.2. 'Accountant', 'we', or 'us' means Tax Agent 99 Limited trading as Tax Agent 99 Ltd (our successors and assigns) or any person acting with the authority of Tax Agent 99 Limited.
- 1.3. 'Client', 'you', or 'your' means the Client requesting us to provide the Services (including instructions or queries via phone or email) as specified on any invoice or document, and if there is more than one person requesting the Services, Client is a reference to both parties jointly and severally (including authorised representatives).
- 1.4. 'Services' means all Services provided to you by us at your request (including the provision of any Documentation) under this Agreement.
- 1.5. 'Documentation' means any goods, documents, reports or other materials we created or utilised incidentally while providing the Services.
- 1.6. 'Fee' means the Fee payable for the Services as agreed between you and us (in accordance with clause 7 of this Agreement).
- 1.7. 'Agreement' means these terms & conditions of trade, as may be amended from time to time (including our privacy policy and any schedules as applicable).
- 1.8. 'GST' means the Goods and Services Tax under Part 2, section 8(1) of the Goods and Services Tax Act 1985.
- 1.9. 'IRD' means the Inland Revenue Department of New Zealand.
- 1.10. 'Amounts Owing' means any amount you owe to us, from time to time, including the Fee, any interest payable by you, any of your liability under this Agreement and any enforcement expenses incurred by us in seeking payment of any Amounts Owing by you.
- 1.11. 'Business Day' means Monday to Friday, excluding public holidays in New Zealand.
- 1.12. 'Confidential Information' means all information that could be reasonably regarded in the circumstances as confidential, including information that relates to the business, interests or affairs of a party, this Agreement, the Services (as applicable), and intellectual property rights, but excludes information which is:
 - (a) in the public domain, other than as a result of a breach of this Agreement;
 - (b) in the possession of a party prior to the commencement of this Agreement without any obligation of confidentiality; and
 - (c) is independently developed or acquired by a party prior to the commencement of this Agreement without relying on information that would itself be Confidential Information.
- 1.13. 'Event of Default' means failing to comply with this Agreement (including your obligations in clause 7).
- 1.14. 'Insolvency Event' means an event of insolvency or bankruptcy, including:
 - (a) the appointment of an insolvency administrator, manager, receiver or liquidator;
 - (b) any action related to winding up or making a material arrangement in relation to creditors;
 - (c) applying for any type of protection against creditors;
 - (d) being unable to pay your debts as they fall due; or
 - (e) taking or suffering any similar or analogous action in any jurisdiction as a consequence of debt.
- 1.15. 'Personnel' means directors, officers, employees, agents and contractors.
- 1.16. 'CCLA' means the Contract and Commercial Law Act 2017.
- 1.17. 'PPSA' means the Personal Property Securities Act 1999.
- 1.18. 'Security Agreement' and 'Security Interest' have the meanings given to them in Part 2, sections 16 and 17 of the PPSA.
- 1.19. 'Regulator' means any authority, commission, government department, court, tribunal, or similar having regulatory or supervisory authority over the parties or Services.
- 1.20. 'Related Company' has the meaning given to it in Part 1, section 2(3) of the Companies Act 1993.

2. INTERPRETATION

- 2.1. In this Agreement, unless the context otherwise requires:
 - (a) headings are for convenience only and do not affect interpretation;
 - (b) a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or any modification, consolidation, amendment, re-enactment, replacement or codification of it;
 - (c) a reference to 'in writing' includes by email;
 - (d) the words 'include' or 'including' or similar expressions are to be construed without limitation;
 - (e) a reference to a party shall include that party's successors, permitted assigns and substitutes; and
 - (f) a word importing the singular includes the plural and vice versa.

3. ACCEPTANCE

- 3.1. This Agreement is to be read in conjunction with our letter of engagement and may only be amended with our written consent. If there are any inconsistencies between the two documents, this Agreement shall supersede the engagement letter.
- 3.2. If you engage us or accept any provision of Services from us, you are taken to accept this Agreement and are immediately bound jointly and severally (including if you are part of a trust, in which case you shall be bound in your capacity as a trustee).
- 3.3. Your acceptance of this Agreement shall continue to all future engagements or schedules (as applicable). This Agreement will be or is deemed to be incorporated into, and form part of, each engagement or schedule as if this Agreement was set out or implied therein in full.
- 3.4. Both parties shall accept electronic signatures (provided that both parties have complied with sections in Part 4, subpart 3 and all other relevant sections in Part 4 of the CCLA).
- 3.5. You acknowledge that any software or online services we provide belong to the developers, and you are granted a licence to use the software or online services. You give us the right to access the software or online services using your login to complete the Services, in compliance with IRD instructions, or, in the case of non-payment, to restrict or block your access to the software or online services.
- 3.6. Unless otherwise instructed, you agree that we may communicate with you via electronic means (including by email and attached files), and you accept that this form of communication may be subject to inherent hazards such as delays, errors or data loss. You agree that to the maximum extent permitted by law, we will not be liable for any inherent hazards in electronic communication beyond our reasonable control that cause any delays, errors or data loss.
- 3.7. This Agreement may be amended only with our written consent and shall supersede any other document or agreement between the parties.

4. ENGAGEMENT

- 4.1. Our engagement encompasses the preparation and timely lodgement of your financial statements and income taxation returns. We shall also engage in brief discussions with IRD representatives as necessary to address any concerns regarding your tax matters. Based on the information you provide, we will offer the following core accounting Services, conducted in accordance with generally accepted accounting principles:
 - (a) preparation of financial reporting such as profit or loss statements and balance sheets;
 - (b) preparing and filing taxation returns;
 - (c) filing of taxation returns with the IRD; and
 - (d) tax payment reminders.
- 4.2. This engagement will be performed in accordance with the guidelines provided by the Accountants & Tax Agents Institute New Zealand (ATAINZ) regarding the compilation of financial information.
- 4.3. If compliance with generally accepted accounting practices does not result in an accurate and fair view of the financial information, additional explanations will be required to achieve that result.
- 4.4. The applicable reporting framework or basis of accounting to be disclosed as part of the financial information, together with any departures, is disclosed in the notes to the financial statements.
- 4.5. Access to your records and information that support our working papers relating to your affairs may be required by us for our quality assurance function or any quality assurance required by ATAINZ.

5. USE AND DISTRIBUTION OF THE FINANCIAL INFORMATION

- 5.1. We understand that the intended use and distribution of the information, once compiled, including its use by third parties, are for internal reporting purposes and for the purposes of the financiers. If this should change in any material respect, please inform us immediately. We will not accept any responsibility to any person other than you for the contents of the financial information we compile. This information may be made available to your banker with your permission.
- 5.2. The form of the report to be issued regarding the compiled financial information is the standard financial statement format.
- 5.3. The frequency of reports to be issued regarding the compiled financial information is annual financial statements, unless more frequent reports are requested.
- 5.4. Our independence is not a requirement for an engagement to compile financial information.

6. CHANGES TO DETAILS

- 6.1. You agree that you will give us (addressed to the financial controller or equivalent) not less than fourteen (14) days prior written notice of any proposed change to your name and any other changes to your details (including but not limited to changes to the ownership of the company, address, email, contact phone or business structure).
- 6.2. Should you fail to comply with clause 6.1, you agree that you will be in breach of this Agreement and shall be liable for any expense or loss of profit suffered by us (including any Related Company).

7. ONBOARDING AND OFFBOARDING FEE

- 7.1. A two hundred and fifty dollars (\$250.00) + GST onboarding Fee applies to all new Clients. This Fee covers administrative costs related to establishing your account, gathering and organising essential information, and ensuring a seamless transition.
- 7.2. If the Services are terminated, you agree that an off-boarding Fee may apply for the time we are required to prepare and compile the necessary financial information for you.

8. FEE AND PAYMENT

- 8.1. You will pay us the Fee set out in any quotation or documents we provide you under this Agreement, plus any GST.
- 8.2. All fees rendered for core accounting Services provided by our firm are based on a fixed fee structure and include accounting Services for preparing your financial reporting, taxation returns, and GST returns to meet all tax requirements for your business. An email containing a letter of service outlining the package (the Services and agreed Fees for the financial statements and tax returns) and our annual questionnaire will be provided at the start of each financial year. Any direct out-of-pocket expenses are charged as incurred. If any Services beyond the engagement's scope are required, we will provide pricing and service agreements before commencing any Services.
- 8.3. The time for payment for the Services being of the essence, the Fee will be payable by you on the dates determined by us, which may be:
- (a) payment in full on the commencement of the Services;
 - (b) a deposit of fifty percent (50%) of the Fee is due before the commencement of the Services and the remaining fifty percent (50%) on the completion of the Services; or
 - (c) payment in full upon completion of the Services.
- 8.4. An invoice for the Services will be sent at the end of each assessment. The time for payment for the Services shall be of the essence and will be stated on the invoice, quotation, or any other documents. If no other time is provided, payment will be due ten (10) days following the invoice date.
- 8.5. You agree that the following are additional costs:
- (a) the accounting software subscription (monthly or annual subscription fees are charged at cost);
 - (b) any out-of-scope or additional Services, training or support beyond this engagement (which shall be charged at our regular hourly rate);
 - (c) if you fail to provide the required paperwork or documents within the required timeframes, additional Fees may be charged for the necessary administrative services for follow-up on the missing paperwork or information;
 - (d) if we need to retrieve or obtain documents from a third-party source, such as a bank or government agency, additional document retrieval Fees may be charged for the administrative Services required to acquire the documents; or
 - (e) if you require financial statements to be prepared urgently, outside of standard timeframes, an additional urgent charge may apply.
- 8.6. Your invoice will be issued electronically by email. Please keep your tax invoice for GST purposes.
- 8.7. If the Fee is not set out in quotations or other documents, the Fee for the relevant Services will be at our standard rate or at a rate we notify you of.
- 8.8. Payment may be made by online banking or any other method we agree to in writing. You agree that payment in any form other than cash shall not be taken to be payment for the Amounts Owing, and all ownership rights of the Services remain with us until that form of payment has been cleared and received (in accordance with clause 17.1).
- 8.9. You authorise us to deduct any Fee we charge from tax refunds paid to you. We will send you information about refunds and deductions before you receive the refund.
- 8.10. You shall not withhold payment of any Amounts Owing because part of the Services are disputed, and if part of the Services is disputed, you agree that you will:
- (a) perform all of your obligations to us under this Agreement and pay in full any Amounts Owing except for the amount that is in dispute; and
 - (b) provide a specific and detailed explanation of the dispute in writing within seven (7) days from the provision of our Services.
- 8.11. If an Insolvency Event occurs, all Amounts Owing will (whether or not due for payment) immediately become due and payable.

9. PHONE CONTACT

- 9.1. We understand that questions or concerns may arise from time to time. For your convenience, we offer a quick query phone or email service to address inquiries or issues that can typically be resolved within fifteen (15) minutes. This service is designed to provide swift, efficient solutions and is included in your fixed-fee package. Please feel free to reach out whenever needed. If we are unavailable, please leave a detailed message. Any non-urgent enquiries can be made via email.

10. PROVISION OF SERVICES

- 10.1. The Services will commence upon receiving the signed engagement letter, onboarding documents, and all necessary financial year information and related source documents. Our standard turnaround time for preparing financial statements and tax returns is approximately six (6) weeks after receiving all the required information. However, the completion time may vary depending on the complexity of your financial situation and other factors outside of our control. If you have specific deadlines or additional requirements, please inform us, and we will do our best to accommodate your needs.
- 10.2. Any time specified by us for the provision of the Services is an estimate only, and we will not be liable for any loss or damage you incur due to any delay. However, both parties agree that they shall endeavour to ensure the Services are provided at the time arranged between them.
- 10.3. If we cannot provide the Services as agreed solely due to your actions or inaction, we shall be entitled to charge a reasonable Fee for re-providing the Services at a later date and time.

11. ANTI-MONEY LAUNDERING AND COUNTERING FINANCING OF TERRORISM ACT 2009

- 11.1. In accordance with Part 1, section 6(3)(b) of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML & CFT), from 1 October 2018, we may be obliged to verify your identity and, in some circumstances, the source of funds for a transaction.

- 11.2. We will undertake due diligence in monitoring, reporting, and liaising with banks and other entities as required to comply with AML & CFT requirements.
- 11.3. We may require you to provide certain information from time to time to ensure our compliance and yours. If we cannot obtain the necessary information from you, we will likely be unable to act on your behalf. Because the AML & CFT apply to everyone, we need to request this information even if you have been our client for a long time.
- 11.4. Before we start working for you, we will let you know what information we need, what Documentation you need to show us and if we need to retain any copies.

12. ERRORS AND OMISSIONS

- 12.1. You agree that we have no liability in respect of any errors or omissions:
 - (a) resulting from an inadvertent mistake made by us in the formation or administration of this Agreement; or
 - (b) contained in any documents supplied to you by us regarding the Services.
- 12.2. If such an error or omission occurs and it is not attributable to our negligence or wilful misconduct, then all obligations or rights under or in connection with this Agreement shall continue in full force and effect.
- 12.3. We will inform you of any matters that come to our attention in the course of performing the Services which cause us to believe or suspect that errors or misstatements, illegal acts or other irregularities exist, either in relation to the entity or the financial information that is the subject of the engagement.

13. PRIVACY

- 13.1. You authorise us, and any of our authorised agents, to collect, use, retain, and disclose 'personal information' (as defined in Part 1, Section 7 of the Privacy Act 2020) relating to you and your personnel, which you or they have provided to us, for the purposes set out below:
 - (a) exercising our rights or performing our obligations under this Agreement;
 - (b) using the services of credit reporting and debt collection agencies, and you consent to us disclosing personal information (including any information about an Event of Default or repayment history) to a credit reporter, who may hold that information and use it to provide its credit reporting services;
 - (c) monitoring your credit file with credit reporting agencies;
 - (d) registering any Security Interest under this Agreement;
 - (e) direct marketing purposes (including by email and other electronic means), unless you notify us that you do not wish to receive direct marketing; and
 - (f) the use or transfer of personal information to a Related Company in connection with the performance of our obligations or exercise of our rights under this Agreement.
- 13.2. You (if you are an individual) have the right under information privacy principles 6 and 7, and under the provisions of Part 4, subpart 1 and Part 4, subpart 2 of the Privacy Act 2020 (as amended by the Privacy Amendment Act 2025 (PAA 2025)), to access and to request correction of any personal information that we hold about you.
- 13.3. If you provide us with any personal information about a third party (including any member of your Personnel), you confirm and warrant that you are authorised to do so by the relevant individual and that you have informed the individual that:
 - (a) their personal information may be collected by us indirectly, in accordance with the information privacy principles of the Privacy Act 2020 (as amended by the PAA 2025); and
 - (b) they have the right to contact us to access, and, if applicable, request the correction of, any personal information we hold about them.
- 13.4. If the Services are expected to involve sharing any data sets or other personal information, we will enter into a separate data protection agreement with you.
- 13.5. If you do not provide the requested personal information, we may be unable to perform our obligations under this Agreement.

14. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

- 14.1. Each party must keep confidential all Confidential Information, however, nothing in clause 14 prevents a party from disclosing Confidential Information:
 - (a) in the circumstances expressly provided for in this Agreement;
 - (b) if the disclosure is required by law or Regulator (but only to the extent necessary); or
 - (c) if the disclosure is reasonably required to enable a party to perform its obligations or enforce its rights under this Agreement.
- 14.2. We may disclose Confidential Information to a Related Company and their Personnel on a 'need to know' basis, provided that person is under a duty to keep the Confidential Information confidential in accordance with this Agreement.
- 14.3. Copyright in all Services (including any Documentation) provided by us under this Agreement is vested in us, including any new intellectual property created as a result of or in connection with the provision of our Services.
- 14.4. If, notwithstanding clause 14.1, any intellectual property rights in any of our Services vest in you, you assign those intellectual property rights to us with effect from creation and agree to do all things reasonably required by us to give effect to such assignment.
- 14.5. You warrant that the use by us of any Documentation, software, spreadsheets, databases, other electronic tools or instructions you provide to us will not cause us to infringe any intellectual property, patent, copyright or trademark in the execution of the Services, and you agree to indemnify us against any expenses or losses (including full legal expenses on a solicitor-client basis) that we may suffer or incur on the event of any such infringement.
- 14.6. Both parties agree to treat all information and ideas communicated to the other confidentially and agree not to divulge them to any third party without the other party's written consent. The parties will not copy any such information supplied and will either return it or destroy it (together with any copies thereof) on request of the other party.

15. CONSUMER GUARANTEES ACT 1993 AND FAIR TRADING ACT 1986

- 15.1. Subject to clause 15.2, nothing in this Agreement will affect any rights you may have as a 'consumer' (as defined under the Consumer Guarantees Act 1993 (CGA)) under the CGA.
- 15.2. For the purposes of section 2 and Part 5, section 43(2) of the CGA, the parties acknowledge and agree that, if you are acquiring, or hold yourself out as acquiring, the Services in trade:
- (a) to the extent permitted by law, you are contracting out of the CGA (to the extent that the CGA would otherwise apply to any matters covered by this Agreement); and
 - (b) it is fair and reasonable for the parties to be bound by clause 15.2.
- 15.3. For the purposes of section 5D of the Fair Trading Act 1986 (FTA), the parties acknowledge and agree that if you are acquiring, or hold yourself out as acquiring, the Services in trade:
- (a) to the extent permitted by law, you are contracting out of sections 9, 12A and 13 of the FTA; and
 - (b) it is fair and reasonable for the parties to be bound by clause 15.3.
- 15.4. You will indemnify us against any expenses or losses incurred by us as a result of your breach of clause 15.

16. TERMINATION OF ENGAGEMENT

- 16.1. Either party have the right to terminate the engagement by providing written notice to the other party. Upon termination, we will provide you with Services completed prior to the termination and any information or documents, provided that all Fees are paid.
- 16.2. If you terminate the Services, you shall be liable for any loss incurred by us (including any loss of profits) up to the time of termination.
- 16.3. We shall be entitled to cancel all or part of any Services which remain unperformed, and all Amounts Owing to us shall (whether or not due) become immediately payable if:
- (a) any Amounts Owing to us become overdue, or in our opinion, you will be unable to meet your payments as they fall due; or
 - (b) an Insolvency Event occurs, and you become insolvent/bankrupt, convene a meeting with your creditors, or a receiver, liquidator, or similar person is appointed for you or any of your assets.

17. EVENT OF DEFAULT

- 17.1. If an Event of Default occurs, you agree to reimburse us for any fees or expenses we incur in recovering any Amounts Owing (including but not limited to administration fees, debt collection agency fees and full legal expenses on a solicitor-client basis).
- 17.2. Unless waived in writing, we may charge interest at a rate of two and a half percent (2.5%) per calendar month on the outstanding amount from the due date of payment until the date the outstanding amount is paid (and any interest shall compound monthly at such rate).

18. RETENTION OF TITLE

- 18.1. Working papers prepared by us in relation to the Services are our property, and you agree that where it is intended that the ownership of Documentation is to pass to you, such ownership shall not pass until:
- (a) we have received all Amounts Owing; and
 - (b) you have performed all of your obligations under this Agreement.
- 18.2. You acknowledge and agree that ownership of your license in any accounting software shall remain with us. We reserve the right to withhold any accounting software password or transfer any accounting software to you (or any third party) until all Amounts Owing are paid in full (and all of your obligations under this Agreement have been fulfilled).
- 18.3. It is further agreed that:
- (a) until payment for the Services has been received in full, we may give you written notice to return any Documentation provided to you as part of our Services. Upon such notice being given, your rights to obtain ownership or any other interest in the Services shall cease;
 - (b) if you fail to return Documentation when requested, we (or our agent) may enter upon and into land and premises owned, occupied or used by you, or any premises where the Documentation is situated as your invitee and take possession of the Documentation; and
 - (c) we will not be liable for any reasonable loss or damage suffered as a result of any action by us under clause 18 (except for negligence or fraud).
- 18.4. If you use any of the Services before ownership of the Services has passed to you (including any relevant Documentation), the proceeds of such use will be received and held by you (in whatever form) in trust for us to the extent of the Amounts Owing (where our interest as beneficiary under that trust will be that portion of the proceeds which is equivalent to the Amounts Owing to us and the balance of the proceeds (if any) will be your beneficial interest under that trust).
- 18.5. We may commence proceedings to recover the Fee of the Services provided, notwithstanding that ownership of the Services has not passed to you.

19. SECURITY AND LIEN

- 19.1. Where you have left any Documentation with us to provide the Services, and we have not received the whole of our Fee, we shall have:
- (a) a lien on the Documentation; and
 - (b) the right to retain the Documentation until payment has been made in full.
- 19.2. You further agree that:
- (a) the lien shall continue, notwithstanding any action to recover our Fee; and

(b) we shall be under no obligation to release the Documentation should an Event of Default occur (except where any Regulator requires it).

- 19.3. Subject to us providing any Services, you charge all of your right, title and interest (whether joint or several) in any land, real estate or other assets capable of being legally charged with a lien owned by you either now or in the future, to secure the performance of all obligations (including full payment of all Amounts Owing) under this Agreement.
- 19.4. You irrevocably appoint all directors of our companies (including any Related Company) as your true and lawful attorney(s) and agree that the appointed attorney(s) may perform all necessary acts to enforce our rights provided in clause 19.1 of this Agreement (including signing any document on your behalf).
- 19.5. You are liable for all our disbursements and expenses (including full legal expenses on a solicitor-client basis) incurred in exercising our rights under clause 19 to secure the performance of your obligations under this Agreement.
- 19.6. It is fair and reasonable for the parties to be bound by clause 19.

20. PERSONAL PROPERTY SECURITIES ACT 1999

- 20.1. You acknowledge and agree that:
- (a) this Agreement constitutes, in favour of us, a Security Agreement creating a Security Interest in the Services or the proceeds of such Services; and
 - (b) the Security Interest granted by you to us secures the payment of all Amounts Owing (all present and after-acquired personal property) you may owe to us from time to time and at any time.
- 20.2. You agree that you will sign any further documents and provide any information which we may reasonably require to ensure we are paid all Amounts Owing due to us and otherwise to protect our interests under this Agreement, including by registration of a financing statement and ensuring that we have a first ranking perfected Security Interest in the Services, or a Security Interest in the proceeds of any Services (a Security Interest taken in all collateral and any proceeds of any collateral).
- 20.3. To the extent permitted by law, we each contract out of:
- (a) sections 114(1)(a), 133 and 134 of the PPSA; and
 - (b) your rights referred to in sections 107(2)(a), (c), (d), (e), (f), (g), (h) and (i) of the PPSA.
- 20.4. You waive your right to receive a verification statement under section 148 of the PPSA regarding any financing statement relating to a Security Interest.
- 20.5. Nothing in this Agreement is to be construed as an agreement that a Security Interest in collateral attaches at a later time than the time specified in Part 3, section 40(1) of the PPSA; a Security Interest is perfected in accordance with Part 3, section 41(1) of the PPSA; a Security Interest in all after-acquired property attaches at the time specified in Part 4, section 44(1) of the PPSA; and a Security Interest in collateral shall extend to the proceeds as specified in Part 4, section 45(1) of the PPSA.
- 20.6. Each Security Interest is a continuing Security, notwithstanding any intermediate payments, settlement of accounts or anything else.
- 20.7. You must provide us with information and any associated documents reasonably requested by us from time to time relating to your financial status.
- 20.8. If at any time we consider that your financial status is unsatisfactory, we may require you to grant additional Security Interest(s) as security for the Amounts Owing, and we may suspend or cancel further supply of Services until you have provided such Security Interest(s).
- 20.9. You shall unconditionally ratify any actions taken by us under clause 20.

21. YOUR RESPONSIBILITIES

- 21.1. You shall promptly provide all reasonable and requested Documentation, including allowing access to all information we consider relevant to the engagement, to enable us to provide the Services (including authorisation to liaise to obtain any or all necessary information). You shall update the information provided to us where there has been a material change to that information that affects the scope of performance of the Services by us.
- 21.2. The extent of record-keeping you perform will vary depending on the assignment, and we will agree on this during the Services. It is your responsibility to ensure the completeness and accuracy of the records and information supplied and to provide explanations for any items in question.
- 21.3. You are also responsible for completing the annual questionnaire and responding to queries within forty-eight (48) hours. You acknowledge that failure to meet this timeline may result in additional late Fees.
- 21.4. Where you accept cash transactions, we can only rely on the information you (or your authorised personnel) provided regarding such transactions. We shall not accept any liability if such transactions prove to be inaccurate.
- 21.5. We will review income tax and GST return assessments carefully to ensure accuracy and compliance. However, it is essential to emphasise that the responsibility for receiving and managing notifications and messages from the IRD lies solely with you. To access these notifications, assessments, and all other communications from the IRD, please use your personal or business MyIR login credentials, as they are confidential and specific to your tax affairs.
- 21.6. While we make every effort to provide guidance on the amounts and due dates of tax instalments, it is imperative to understand that the ultimate responsibility for the accurate and timely payment of taxes rests solely with you. Any penalties resulting from lateness, errors, erroneous estimations, or other reasons are your responsibility.
- 21.7. As part of our support in fulfilling your tax obligations, you should carefully review any payment advice or reminder letters we provide to confirm the proposed payment and the accuracy of the due date.
- 21.8. You and your employees are responsible for maintaining accounting systems and internal controls. You acknowledge and agree that the fraud prevention and detection responsibility remains with you.

22. RELIANCE ON COMPILED INFORMATION

- 22.1. We will not complete a statutory audit or review engagement,
- 22.2. We will not complete an audit of your business entities' financial records or a review engagement. Accordingly, we will not express an auditor's opinion regarding the accuracy of the data provided to us.
- 22.3. We will prepare and submit the returns based on the information you provide for the Services (including the preparation of GST Returns and the filing of taxation returns with the IRD). You are responsible for the accuracy and completeness of the accounting records and other information supplied to us and for the reliability, accuracy and completeness of the financial information compiled based on those records and information. The following disclaimer statement will appear on the compiled information:
 - (a) we have compiled the financial information based on the information provided, which has not been subject to an audit or review engagement.
 - (b) accordingly, neither our employees nor we accept any responsibility for the reliability, accuracy or completeness of the compiled financial information, nor do we accept any liability of any kind whatsoever to any person for losses incurred as a result of reliance on the compiled financial information.
- 22.4. The engagement cannot be relied upon to disclose internal control weaknesses, errors, illegal acts, or other irregularities such as fraud or non-compliance with laws or regulations applicable to the entity.

23. RISK

- 23.1. Irrespective of whether we retain ownership of any Documentation, all risk of such items shall pass to you upon delivery to you and shall remain with you until we repossess the Documentation.
- 23.2. We shall not be held liable for any loss, corruption, or deletion of files or data (including the unintended introduction of viruses) resulting from our Services. It is your sole responsibility to back up any data you believe to be important, valuable, or irreplaceable prior to us providing the Services.
- 23.3. All income tax and GST returns are subject to IRD approval, and we may charge a Fee for any additional Services required to obtain approval for the return.

24. HEALTH AND SAFETY AT WORK ACT 2015

- 24.1. Each party will comply with the Health and Safety at Work Act 2015 (HSW Act), including all health and safety duties specified in Part 2 of the HSW Act and all other applicable standards and codes of practice relating to health and safety. In addition, each party will comply with the other party's pre-notified and reasonable health and safety policies when on the party's premises.
- 24.2. You must notify us of any known hazards arising from your premises to which any person may be exposed, as well as inform us of any notifiable injury, illness, incident or event (as defined in Part 1, subpart 3 of the HSW Act) to ensure that your workplace is without risks to the health and safety of any person.
- 24.3. Each party must consult, cooperate and coordinate activities with all other persons who have a health and safety duty in relation to the same matter in providing the Services (including in connection with the delivery of the Services).

25. SERVICE AND FEE GUARANTEE

- 25.1. Based on the information you provide, we will perform the Services outlined above with due care and diligence in accordance with applicable professional standards. We will maintain the confidentiality of all Client information and comply with all applicable laws and regulations.
- 25.2. We will always stand behind the quality and professionalism of the Services we offer. If at any point you are not completely satisfied with the Services we have performed, we encourage you to bring this to our attention immediately. We will do our best to address your concerns, remedy any issues, and prevent similar problems in the future.
- 25.3. If you are dissatisfied with the Services, we recommend discussing your concerns first to resolve the issue, and we will work towards a mutual agreement regarding our Fee for the Services completed.

26. LIABILITY

- 26.1. To the extent permitted by law, we shall have no liability whatsoever to you for any direct or indirect expense or loss of profit suffered by you arising out of a breach by us of this Agreement (including any unintentional misrepresentation made to you by us regarding any of the Services).
- 26.2. Our liability shall be limited to damages that under no circumstances shall exceed our professional indemnity insurance, and you agree to indemnify us, our partners, associates, employees, contractors, and any other person from any liability over our professional indemnity insurance.
- 26.3. To the extent permitted by law, our total liability under or in connection with this Agreement and the Services is limited to, at our option:
 - (a) resupplying the Services; or
 - (b) the payment of the expense of having the Services resupplied.
- 26.4. If we have any liability under or in connection with this Agreement, to the maximum extent permitted by law:
 - (a) our total aggregate liability to you for any loss, damage or liability arising out of or in connection with this Agreement will be limited to the lesser of: (i) the Fee paid by you to us for the applicable Services; or (ii) the actual loss or damage suffered by you; and
 - (b) we will not be liable for any: (i) indirect, special or consequential loss or damage whatsoever; or (ii) loss of profits, revenue, data, goodwill, clients, opportunities or loss of or damage to reputation.
- 26.5. The limitations and exclusions of liability in this clause 26 will apply irrespective of the legal basis for the applicable claim, including contract, equity, tort, or statute, except for negligence and fraud.

- 26.6. Upon completion of the Services, we will retain any Documentation for seven (7) years, after which it will be destroyed (unless you request otherwise in writing).
- 26.7. In no circumstances will we have any liability whatsoever under or in connection with this Agreement:
- (a) for the acts or omissions of any third party;
 - (b) any act or omission in performance in accordance with your instructions (or instructions from your authorised representatives); or
 - (c) to any third party.

27. GENERAL

- 27.1. **Governing law:** This Agreement is governed by and construed in accordance with the laws of New Zealand, and each party submits to the exclusive jurisdiction of the courts of New Zealand.
- 27.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings.
- 27.3. **Priority:** To the extent of an inconsistency between:
- (a) this Agreement;
 - (b) all other schedules to this Agreement;
 - (c) any privacy or data agreement (if applicable); and
 - (d) the order of priority set out above will apply (with (a) having the highest priority).
- 27.4. **Subcontracting:** We may subcontract the performance of our obligations (including to a Related Company) on the basis that we remain solely liable to you for the performance of our obligations.
- 27.5. **Assignment:** You must not assign, novate or transfer your rights or obligations under this Agreement without our prior written consent (which may be withheld at our sole discretion). We may assign this Agreement to any other person. Without limiting the foregoing, we may assign all or part of the Amounts Owed by you to any other person.
- 27.6. **Amendments:** Except where stated otherwise in this Agreement, any amendment to this Agreement must be in writing, signed by both parties, except where we are required to make changes to ensure compliance with applicable laws, in which case we can give you notice of any such amendments required, and you will be bound by the same.
- 27.7. **Notices:** Any notice, demand or other communication to be served on a party must be in writing and sent by personal delivery, pre-paid post or email to the address of the relevant party (or otherwise notified to the other party from time to time). Any notice or other communication is deemed to be received (i) if personally delivered, on receipt, (ii) if posted by pre-paid official postal service, on the fifth Business Day after posting (or seven Business Days after posting if sent from one country to another), and (iii) if sent by email on the date and time that the email was sent (as evidenced in the sender's email sent history). Notices received after 5pm on a Business Day will be deemed received on the next Business Day.
- 27.8. **Force majeure:** We will not be liable to you for any failure or delay in performing our obligations under this Agreement where such failure or delay is caused by events or circumstances beyond our reasonable control (including any strike, lockout, labour dispute, delay in transit, embargo, epidemic, pandemic, accident, emergency, order of government or other authority or act of god).
- 27.9. **Severability:** If any part of this Agreement is illegal or unenforceable, you agree that part shall be amended to the extent permitted by law to allow the enforceability of any rights, and if it is not able to be amended, then it will be severed, and all remaining rights in this Agreement will continue in full force and effect.
- 27.10. **Waiver:** A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- 27.11. **Termination:** Either party may terminate this Agreement immediately by written notice if the other party breaches a term of this Agreement which is not capable of remedy or, where the breach is capable of remedy, fails to remedy the breach within 20 Business Days of written notice of the breach.
- 27.12. **Survival:** Any rights or obligations under or in connection with this Agreement, which is by nature a continuing obligation, will survive termination of this Agreement by either party.
- 27.13. **Rights of third parties:** This Agreement is not intended to confer a benefit on any person other than the parties to this Agreement.
- 27.14. **Relationship:** We will provide Services to you as an independent contractor. Nothing in this Agreement creates any partnership, joint venture or employment relationship between the parties.
- 27.15. **Non-exclusive:** This Agreement is not exclusive, and you agree that there are no restrictions on us to provide any Services to any other person.
- 27.16. **Counterparts:** This Agreement may be executed in any number of counterparts (including by electronic signature or email exchange of PDF copies), constituting the one instrument.