

RHB CHARTERED ACCOUNTANTS LIMITED

TERMS OF ENGAGEMENT – ACCOUNTING

1 Introduction

- 1.1 This document outlines the terms of engagement ("Terms") under which we (inclusive of our directors, employees and consultants) will provide accounting, taxation, management and related services to the following entities:

2 Our Services

- 2.1 We will use all reasonable commercial efforts to provide our services to you in an efficient and timely manner and to use our skills and expertise with the degree, care and diligence expected of a professional providing services of the same kind.
- 2.2 Either of us may request changes to the services. Each of us agrees to work together to enable each of us to assess the impact of any requested changes on the cost, timing or any other aspect of the services. Unless otherwise agreed in writing, any other services subsequently provided by us which are not described in writing will be provided by us in accordance with these terms.

3 Your Obligations

- 3.1 You agree to pay for the services we provide in accordance with clause 9.
- 3.2 You will co-operate with us and provide us promptly with such information and reasonable assistance as we may require to perform our services to you. This includes providing us with timely and reasonable access as appropriate, to your premises, facilities, information and representatives.
- 3.3 We shall be entitled to rely on the accuracy of all information furnished by you, or by others on your behalf, without independently verifying the information.
- 3.4 If we are engaged to complete your GST returns, it is your responsibility to disclose to us any transactions or contracts entered into within each GST period.
- 3.5 You will promptly notify us of any event rendering information furnished to us untrue and take all necessary steps, if required by us, to correct any publication (including, but not limited to, announcements) containing, referring to or based upon such information.
- 3.6 You acknowledge that:
- A. while our services may include advice or recommendations, you are responsible for making any decisions in relation to our advice or recommendations and for their implementation, including any results or consequences;
 - B. unless you engage us specifically to do so, you are responsible for managing all aspects of your business, making all decisions and operating all accounting, internal control or management information systems;
 - C. our ability to provide our services depends on you meeting your responsibilities under these Terms and instructing us, producing current accurate and complete information or responding to our requests in a timely and effective manner;

- D. we are entitled to and will rely on your information, the decisions you make and any approvals you give.

4 Confidentiality

- 4.1 We will maintain client confidentiality at all times and not divulge any information that is proprietary or confidential to you or to any other person or body, except:
 - A. as required by law or our professional obligations (including the disclosure of information on our files to any regulatory body in accordance with such obligations);
 - B. as required to be disclosed to other firms who may be engaged to assist with us providing our services to you ("Associate Firm");
 - C. as required to be disclosed to our own professional advisers and insurers on a confidential basis or to anyone else where you agree first in writing that we may do so
- 4.2 Where we are legally obligated or where we agree otherwise, you will keep confidential our work, any methodologies and technology used by us to provide our services and any confidential information we give to you in providing our services. You may disclose our confidential information to your professional advisors and insurers on a confidential basis.
- 4.3 You authorise us to communicate with bankers, solicitors, finance companies and the Inland Revenue Department to obtain any information we may require to carry out our services for you.
- 4.4 We will return your confidential information to you at any time or destroy it at your request. However, we are entitled to retain one copy of any confidential information you provide to us or which forms part of our files, provided that we will continue to keep this information confidential in accordance with this agreement.

5 Personal Information and Privacy

- 5.1 We may collect personal information and other relevant information about you for the purposes of providing our services to you. If we do, you authorise us to hold, use and disclose such information as is necessary to give effect to our services.
- 5.2 In particular, we may collect personal information or other relevant information from you for credit assessment purposes. You authorise any person to provide us with such information we may require for credit assessment purposes and you also authorise us to disclose such information about you to any other person to the extent required for credit assessment purposes.
- 5.3 We may also collect personal information about your representatives or your clients for the purposes of providing our services to you. We agree to work together to meet any obligations we may each have under the Privacy Act 1993 ("Privacy Act") including, where relevant, notifying the individual to whom the personal information relates of who we are and how we propose to use their information.
- 5.4 Where you provide us with any personal information about a third party, you confirm that you have collected this personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose this personal information to complete our services. We agree to handle all such third party personal information in accordance with the Privacy Act.

6 Intellectual Property

- 6.1 Unless we agree otherwise, we will retain ownership of the intellectual property in our work. We give you a royalty-free, non-exclusive licence to use and reproduce any report we provide to you in association with our services.

7 Our Work

- 7.1 Our work is completed for you on the basis that it is for exclusive use by you only and it must be used for its intended purpose.

7.2 Unless we give our prior written consent:

- A. Our work must not be used or disclosed for any other purpose, referred to in any other document or made available to any other person, except your professional advisors and on the terms set out in clause 7.3.
- B. Our work and the services we provide you may not be relied on by anyone other than you.
- C. You will not name us or refer to us, our work or our services in any written materials (other than to your professional advisors) or in any publicly filed documents unless required by law.

7.3 You may provide a copy of any report prepared by us to:

- A Your professional advisors, provided that you ensure that each professional advisor:
 - (i) is aware of the limits placed on the use of our report by this Agreement, including that they may only use our report for the purpose of advising you in relation to the services
 - (ii) treats our report as confidential and does not use or disclose our report in a manner that is not expressly permitted by this Agreement.
- B Any other person who is acceptable to us, with our prior written consent, but only where that person has first executed an agreement provided by us.

7.4 We are not responsible to anyone (apart from you) who is provided with or obtains a copy of our work without our written agreement and you agree to indemnify us and any Associate Firm against any third party claim arising from any release by you of our work. Should a third party, who is not party to this Agreement, make any claim against us, our representatives or any Associate Firm or should any regulatory body undertake an investigation, you agree, to the extent permitted by law, to indemnify us for any costs, damages, or other losses incurred and the time spent in defending or responding to any such claim or investigation, except to the extent that such amounts are finally judicially determined to have been caused primarily by that Indemnified Person's fraud. We will use our best endeavours to agree with you the quantum of any such costs.

7.5 If we give you our work in draft form or orally, we do so only on the basis that you may not rely on it in that form. Accordingly, we will not be responsible if you or anyone else relies on our draft work or oral comments or advice.

7.6 You acknowledge that the signed copy of our report is the definitive version.

7.7 Sometimes, circumstances may change after we have provided our final work to you; unless we agree with you otherwise, we will not update any final work we have provided to you.

8 Electronic Mail

8.1 If you ask us to transmit any document to you electronically, you agree to release us from any claim caused by unauthorised copying, recording, interference, delay, wrong delivery or damage to your computer hardware or software as a result of us transmitting information to you electronically.

8.2 You may not rely on any advice or opinion emailed by us to you unless it is subsequently confirmed by fax or a letter signed by one of our directors or authorised signatories.

9 Fees, Disbursements and Payment Terms

9.1 We may provide you with an estimate of our fees if requested by you, but will bill on a time and attendance basis. If we provide you with an estimate, these are approximate amounts only and we reserve the right to amend any estimate. Our quotations are fixed amounts and we shall require the total cost of any quoted fees and disbursements and other expenses to be paid to us prior to any completed work being handed to you. We may review fees where:

- A. An unexpected delay occurs;
 - B. There is a change in the scope of the services we agreed to provide you; or
 - C. You do not accept this agreement within 3 months of the date of our letter.
- 9.2 We will address our invoices for our services to you and reserve the right to render interim invoices for matters of longer duration. We will require our invoices to be paid on or before the 20th day of the month following the invoice. You agree to pay any disputed portions of an invoice even if there is a dispute between us about that invoice or another invoice.
- 9.3 We have the right to charge interest on all outstanding amounts due to us at a rate of 16% per year, calculated on a daily basis.
- 9.4 While you owe any amounts to us, we shall not be required to hand any of your documents or other assets in our possession to you or any other person and we retain the right to suspend or terminate our services in whole or in part if you do not pay your invoices on time.
- 9.5 Unless stated otherwise, our fees exclude GST. You agree to pay any GST imposed on us, now or in the future, in relation to these Terms. Where GST is payable on any taxable supply made under these Terms, you agree that the fee payable for that supply will be increased by an amount equivalent to the GST payable by us in respect of that supply.
- 9.6 We will charge you at cost for any expenses we incur in providing our services to you, for example, any costs for travel associated with the services we provide you. We will tell you what these expenses are before we incur them if they are anything other than incidental.
- 9.7 We may also charge you an administration, overhead and telecommunications charge. This charge covers all our out-of-pocket expenses such as telecommunications, stationery and postage.

10 Problem Resolution

- 10.1 We will investigate any complaint you may have about our service to you without delay and will do our utmost to resolve any problem you may have.
- 10.2 If the problem cannot be resolved, you agree that the assistance of a mediator will be called upon or some other form of dispute resolution engaged, before you commence legal proceedings.

11 Limitation of Liability and Indemnity

- 11.1 These Terms, except insofar as they are varied in writing by way of separate documentation between the parties, is the only document governing our relationship with you. Nothing in these Terms, however, excludes, restricts, or modifies the application of any Statute where to do so would contravene that Statute or cause any part of these Terms to be void.
- 11.2 Our liability for any loss or damages suffered by you (whether direct, indirect or consequential) resulting from our services to you shall be limited to three times the amount of fees paid to us for the relevant services and you agree to release us from all claims exceeding three times the amount of our fees.
- 11.3 If, notwithstanding the provisions of these Terms, we are found to be liable for breach of any duty and you have contributed to your loss or damage, any damages payable by us shall be reduced to the amount which would have been payable by us if the provisions for apportionment of damages in the Contributory Negligence Act 1947 were applicable to a claim based on breach of duty.
- 11.4 You agree that, to the extent permitted by law, we shall not be liable for any loss or damages you suffer that are attributable to negligence, fault or lack of care on your

part.

- 11.5 You agree to indemnify and hold us harmless against all loss and damages (inclusive of legal costs) we may suffer as a result of your breach or connected to your breach under these Terms.

12 Unexpected Delay

- 12.1 We are not responsible to you or anyone else for any failure in providing services that are affected by an unexpected delay. We will tell you if there is a delay that will affect our services and the cause of the delay. You acknowledge that these Terms will be varied to include any change to the scope of our services, the fees or the timeframes for completion of the services if any delay requires it.
- 12.2 If we are required to perform additional services because of an unexpected delay, then these Terms will also be varied to include those additional services and any additional fees that apply.

13 Conflict of Interest

- 13.1 We have relationships with many clients. This means that after these Terms become operational, we may identify circumstances that could cause us to have a conflict of interest. If this happens, we will evaluate the potential conflict and, depending on the circumstances, apply appropriate safeguards to manage it. We may notify you of a relationship that causes us a conflict and ask you for your consent to continue to provide you with our services. However, you acknowledge that we may need to terminate these Terms if we are unable to resolve or manage a conflict of interest satisfactorily.
- 13.2 These Terms will not prevent or restrict us or any Associate Firm from providing services to other persons or using or sharing any knowledge, experience and skills arising from providing the services to you subject to the obligations of confidentiality set out in these Terms, even if those other persons' interest are in competition with your interests. You agree that, to the extent we or any Associate Firm possess confidential information of another client or other third party, we or that Associate Firm will not be obliged to disclose it to you or make use of it for your benefit.

14 Termination

- 14.1 Any of the parties may terminate their relationship under these Terms if the other party commits a material or persistent breach of these Terms, the other party becomes insolvent or circumstances arise which both parties consider suitable for termination.
- 14.2 All amounts due to us shall become payable in full upon termination of these Terms. Each of us will return to the other any documents or property of the other (except for the one copy of all information that we are entitled to keep under clause 4.4).
- 14.3 We may terminate these Terms if you fail to meet your obligations under these Terms including to pay our fees within the time specified or to provide us with adequate information or instructions.

15 Variation

- 15.1 No variation to these Terms shall be valid unless agreed in writing by authorised signatories of both parties.

16 Relationship between the Parties

- 16.1 We are engaged as an independent contractor. Neither of us is an agent or representative of or has the authority to bind the other. These Terms shall not be intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.

17 Entire Agreement

17.1 These Terms constitute the entire agreement between us. They supersede all prior communications, negotiations, arrangements and agreements, either oral or written between us.

18 Assignment

18.1 Neither of us may transfer, assign or novate these Terms without the prior written consent of the other. However, we may assign these Terms to any successor to our business.

19 Severability

19.1 If any of these Terms are not legally enforceable then that particular term or relevant part of it will be ignored but the remaining terms will continue in all respects to remain in full force and effect.

20 Governing Law

20.1 These Terms are to be governed by the laws of New Zealand and both of us submit to the exclusive jurisdiction of the courts of New Zealand.

21 No Waiver

21.1 A waiver by one of us of a breach by the other party of any term does not operate as a waiver of any other term or continuing breach of the same or any other term.

I accept these Terms of Engagement on behalf of the following entities:

Signature:

Name:

Date: