

Terms of Engagement

Dated 23 March 2026

<p>1. Who may instruct us</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>2. You and your spouse/partner</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>3. Know your customer</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>4. Your responsibilities</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>5. Qualifications on our services</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,</p>

	<p>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>
6. Reliance on advice	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.
7. Investment and financial advisory advice	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.
8. Professional obligations and confidentiality	<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 among other things contains confidentiality requirements. 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"> • 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) • professional obligations including: <ul style="list-style-type: none"> ○ 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. ○ 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, it’s practice reviewers and/or it’s disciplinary bodies our files and workpapers including client information. In accepting this engagement you acknowledge that, if requested, our files related to

	<p>this engagement, may be made available to NZICA, it's practice reviewers and/or it's disciplinary bodies. Employees and contractors of NZICA are also bound by confidentiality under contract and by the NZICA Code of Ethics.</p>
<p>9. Conflicts of interest</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>10. Fees and payment</p>	<p>Our fees will be as agreed in advance with you (including in any proposal document) or at our usual rates for the applicable work. For specific advisory work where no fee has been agreed in advance, our fees will be set at a fair and reasonable level, having regard to the time expended by us, the complexity of the instructions, the degree of specialization, and any urgency arising out of the instruction. Although our fees generally reflect the hours committed to your work multiplied by the hourly rate of those involved, this will not always be the case. Our fees are exclusive of GST and GST will be added where applicable.</p> <p>Our fees are also exclusive of any direct out-of pocket costs and disbursements.</p> <p>Except as agreed otherwise, you will be invoiced monthly and invoices will be payable on the 10th of each month via our GoCardless Direct Debit Service, being the same month the invoice is dated.</p> <p>Our fees for all other work undertaken are payable within 7 days of the invoice date.</p> <p>If payment is not received by the due date, we reserve the right to suspend services and/or charge interest at 2% above the current Westpac New Zealand Limited lending rate for unsecured personal loans on any amount outstanding.</p> <p>In the event that it is necessary to take debt collection or legal action to recover overdue accounts, all debt collection agency fees and commissions and legal costs incurred by us will be payable by you, the client.</p>

	<p>In the unfortunate circumstance that a disagreement arises between us over our fees, if the matter cannot be resolved amicably by discussion (which is the preferred option) then we both agree to use the Fees Resolution Service of the New Zealand branch of CAANZ, to resolve the matter. Details of this Service are available from CAANZ. 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.</p>
11. Lien	<p>If permitted by law and not prohibited by professional standards or guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.</p>
12. Disclosure permissions	<p>In accepting this engagement, you provide us with your express consent to disclose your information to:</p> <ul style="list-style-type: none"> • our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement; • our professional advisors or insurers to the extent required to protect our interests in respect to this engagement; • our external peer reviewer to the extent required to review this engagement; and <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>
13. Privacy	<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.</p>
14. Ownership of materials	<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</p>

	<p>retain these papers in accordance with our normal record keeping practices in accordance with our professional and legal obligations. You agree we can use your logos and trade marks for the sole purpose of providing advice to you in connection with the engagement, unless you tell us otherwise.</p>
15. Registered Office and Statutory Records	<p>Ryder Advisory 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. Ryder Advisory Limited does not have any responsibility to hold such records.</p>
16. Limitation of liability	<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. 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"> • indirect, special or consequential losses or damages of any kind; or • liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.
17. Limitation of third party rights	<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>
18. Termination	<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>
19. Communication	<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>
20. Applicable Law	<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>
21. Interpretation	<p>If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to</p>

	<p>apply. If there is any conflict between the engagement letter and these terms, these terms prevail.</p>
<p>22. Disputes and complaints</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>23. Resources Utilised</p>	<p>We advise that we utilise a range of staff and independent contractors to undertake your work.</p> <p>Other service providers may include but not limited to Xero, Microsoft, KFT Trading, Adobe, Suitefiles, Carl Brandt Tax Specialist, Google, Audit Shield, Tax Traders Limited & Tax Management New Zealand Limited. These providers supply services including IT and software services, data storage, data entry, compliance services and specialist tax advice.</p> <p>These providers are located in NZ, Australia, United States, India, Ireland (noting that we are unable to control the location of some of these service providers).</p> <p>By signing our Terms of Engagement, you consent to us providing information required for us to perform our agreed services to the service providers above either directly or indirectly.</p>
<p>24. Electronic Identity Verification Method</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). RealAML does not store any data locally. RealAML's privacy policy can be found at https://realaml.com/privacy-policy/ RealAML checks are conducted in-person or remotely through their secure webbased application or Application Programming Interfaces (APIs). EIV checks require express consent before they are run. We have the option to</p>

	<p>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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