

1. YOUR ACKNOWLEDGEMENTS

1.1. Legal Binding of Agreement

This agreement becomes **legally binding** upon your **acceptance of the Letter of Engagement (“LOE”)**, whether by signature (hardcopy or electronic), written confirmation, or by instructing us to commence services.

By accepting the LOE, you agree to be bound by these terms and conditions (including any subsequent schedules or appendices) jointly and severally where there is more than one client. These terms also apply to any renewal of the engagement and any additional services requested by you unless otherwise agreed in writing.

1.2. Amendments

No amendment or variation of this agreement will have any effect unless made in writing and signed by an authorised representative of each party.

1.3. Capacity and Solvency

By signing or electronically accepting this agreement, you confirm that you have the legal authority to enter into this agreement, including where you act as a trustee of a trust (“**Trust**”). You further confirm that you are not insolvent and acknowledge that this agreement creates enforceable legal obligations, including your obligation to make payment when requested.

1.4. Trust Entities

If you are acting on behalf of a Trust, you acknowledge that your right to indemnity from the Trust is not affected by this agreement. You agree to promptly notify us of any material changes to the Trust that could affect your obligations under this agreement, including any variations, or resettlements of Trust assets, or changes to trustees.

1.5. Acknowledgements and Authorisations

You acknowledge and accept that:

- (a) **Unauthorised Representations** – Unless any representation, statement, condition, or agreement is expressed in writing by **Duns Limited** or its authorised representative, we shall not be bound by any such unauthorised statements (including verbal representations or advice).
- (b) **Authorised Persons** – You confirm that you, and any other person you nominate in writing from time to time (whose nomination we acknowledge), 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. We are entitled to rely on such instructions and information. Any disclosure of advice or documents to such nominated people is authorised by you and is subject to clause 13 (Confidentiality & Conflict of Interest). If we are acting for a business and receive conflicting instructions, information, or advice from different authorised people, we may, in accordance with clause 10, refer the matter to the board of directors, partners, or proprietors (as applicable), suspend work if necessary, and act only on instructions received from them.
For the avoidance of doubt, a nominated person may include a spouse or partner, provided you have expressly authorised us in writing to communicate with them and disclose information relevant to this engagement.
- (c) **Compliance with Electronic Messaging Laws** – Both parties agree to fully comply with all current legal requirements regarding electronic messaging (including but not limited to the Unsolicited Electronic Messages Act 2007) and e-signatures in accordance with the Contract and Commercial Law Act 2017.
- (d) **Contact Details** – Any change to your contact details must be advised to us immediately. Communications will be sent to the last contact details provided. Unless instructed otherwise, we may communicate with you and, where applicable, with third parties via email or other electronic means. The recipient is responsible for virus-checking emails and any attachments.
- (e) **Risks in Communication** – Non-receipt, delayed receipt, inadvertent misdirection, or interception by third parties in any form of communication (electronic, postal, or otherwise) is a risk. We are not responsible for any such matters beyond our control.
- (f) **Destruction of Files and Documents** – You authorise us to destroy all files and documents relating to your engagement seven (7) years after completion. We may destroy files earlier if an electronic copy exists. All documents due for destruction will be securely destroyed using a professional document destruction service.

- (g) **Legal and Financial Advice** – We do not provide legal or financial investment advice. Any comments regarding legal or investment matters are personal views only and not professional advice. You acknowledge that your insurance arrangements are reviewed and advised on by your brokers/insurance companies, and we are not responsible or liable for the performance of such services.
- (h) **Data and File Responsibility** – We shall not be liable for any loss, corruption, or deletion of files or data (including, but not limited to, the unintended introduction of viruses) arising from our services. It is your responsibility to back up any data you consider important, valuable, or irreplaceable prior to us providing the services.

2. DISCLOSURE

2.1. Referrals

You acknowledge and agree that:

- (a) We may refer you to products and/or professional services related to the provision of the services we offer. Additionally, we may receive compensation, in the form of money, discounts, or other benefits, because of such referrals.
- (b) A third party may also receive compensation, either monetary or otherwise, from such referrals.
- (c) We will not receive any compensation from a third party until you have been fully informed of the nature, source, and amount of any benefit we will receive from the referral.

2.2. Limited Support / Fair Use

(a) **Subscription Packages with Included Support:**

For subscriptions that include year-round phone and email support, you are entitled to up to two queries per month, each of up to 10 minutes duration. Any queries beyond this allowance or exceeding the time limit will be billable at our standard rates.

(b) **Other Services or Subscriptions:**

For subscriptions or services that do not include ongoing support, any queries or assistance provided by us, including XERO/MYOB-related queries, are billable at our standard rates.

(c) **Administrative Discount for XERO /MYOB Subscriptions:**

We may receive a discounted rate from XERO/MYOB for managing certain subscription types. This discount is used to cover administrative costs, including invoicing and limited support under clauses 2.2(a) and 2.2(b). If **your subscription does not qualify for a discount**, we will inform you before any billable support is provided.

(d) **Excessive or Out-of-Scope Support:**

We may, at our discretion, limit support if queries are excessive, repetitive, or outside the scope of the subscription or services, and we will notify you before any additional charges are incurred.

3. NON-SOLICITATION AND NON-ENGAGEMENT

- 3.1. During the term of this engagement and for a period of six (6) months following its termination or completion, you agree that you will not, without our prior written consent:
 - (a) Directly or indirectly solicit, approach, employ, engage, or contract with any staff member or personnel introduced or assigned to you by us in connection with this engagement;
 - (b) Engage such person through any related entity, third party, or alternative arrangement; or
 - (c) Induce or attempt to induce any such person to cease their engagement with us.
- 3.2. If you wish to engage the assigned person directly within the above period, this must be agreed in writing. We reserve the right to withhold consent or to request payment of a placement or transfer fee as a condition of providing consent.
- 3.3. This clause **does not prevent** you from employing a person who independently responds to a genuine public advertisement not specifically targeted at our personnel.

4. ERROR AND OMISSIONS

- 4.1. We shall have no liability, unless attributed to negligence and/or wilful misconduct by us, arising from any typographical, clerical, or other error, mistake or omission in any information, communication or other document or information issued by it.

5. PAYMENT TERMS

5.1. Fee Basis

- (a) Our fees are calculated based on the time, skill, complexity, and responsibility involved in providing the agreed services, unless a fixed fee has been agreed in writing.
- (b) Where billing is on a time and attendance basis, fees will be charged in accordance with our current hourly rate schedule as set out in the Letter of Engagement. Hourly rates are subject to periodic review.
- (c) Where a fixed fee is agreed, it is based on the scope of services and information provided at the time of engagement. If the scope of work changes, additional work is required, or information provided is incomplete or inaccurate, we reserve the right to adjust the fee accordingly.
- (d) Any **estimate provided for planning or budgeting purposes is indicative only** and does not constitute a binding quote. Actual fees will be calculated based on the work performed.
- (e) Subscription fees (including XERO/MYOB or other software subscriptions) may be increased where pricing changes are imposed by the software provider.

5.2. Payment of Fees

- (a) The fee will be payable by you on the date determined by us, which may include the following:
 - (i) On or before the supply/delivery of the services.
 - (ii) **Credit Approved Clients:**
 - (A) As agreed by both parties, in accordance with the payment schedule.
 - (B) Payment is due on the **20th day of the month** following the month in which the invoice is issued.
 - (iii) **All Other Clients:**
Unless otherwise agreed in writing, invoices will be issued on the 1st day of the month following the provision of services and are payable within 14 days of the date of invoice.
- (b) **Overdue payments may attract default interest in accordance with clause 10.1.**

5.3. Payment Methods

- (a) Payment may be made by online bank transfer (including online bill payment or one-off payment), POLi payment via our Smart Payment page, credit card via our Smart Payment page, cash (paid over the counter only), or by an approved monthly instalment arrangement facilitated through a third-party provider.
- (b) **Credit card payments** and monthly instalment arrangements may incur merchant fees, imposed by the third-party provider.
- (c) We do **not accept liability for cash** sent by post.

5.4. **Any discounts or rebates provided by us will be void and no longer valid if you fail to make payment when due. In such cases, the full fee specified in the original LOE will apply.**

5.5. Subscription fees:

- (a) Subscription fees are invoiced monthly from the date of commencement and are separate from any fixed monthly fees set out in the LOE; and
- (b) Subscription fees are payable by approved automatic payment for the agreed amount and frequency. You must **not establish an automatic payment without our prior written consent**; and
- (c) Where Subscription fees have been paid in advance and you provide written notice of cancellation in accordance with clause 11.1, a pro-rata refund will be issued for any unused portion of the current Subscription Period.

5.6. For the avoidance of doubt, both parties agree that you may **not set-off** any sums that you believe we owe you against monies payable by you to us. **No such amounts may be automatically deducted from the fees**, nor may you withhold any payment due because part of an invoice is in dispute. If you believe that there has been a mistake made, and monies are due, we request that you contact us within 7 days of receipt of the invoice/statement, so that we may investigate any alleged error. If a mistake has occurred, a subsequent credit note will be issued.

5.7. Apart from where we state otherwise, GST is **excluded** in the fee, for all relevant services supplied (including but not limited to, all services, costs, duties, fees, and freight charges) except where GST is **explicitly shown as included** in the fee.

6. FEE ADJUSTMENTS AND VARIATIONS

- 6.1. We reserve the right to amend the fee (upon written notice to you):
- (a) If a variation to the services is requested by you that is outside the scope of this Letter of Engagement;
 - (b) If reimbursable expenses are incurred (e.g., printing, postage, filing fees, or other third-party costs);
 - (c) If there are increases in costs beyond our reasonable control (e.g., increases in third-party supplier charges);
 - (d) If additional costs arise from disbursements incurred in the ordinary course of providing the services (such as printing, courier charges, or technology-related costs), we may apply a reasonable administration or disbursement recovery fee to cover these incidental expenses.
- 6.2. Any adjustment to the fee or disbursement charge will be included in the next invoice and will be clearly itemised. If you dispute any adjustment, you must notify us in writing within **10 days** of the date of the invoice, setting out the basis for the dispute. **Unless a dispute is notified within that period, the invoice will be payable** in accordance with the stated payment terms. Nothing in this clause prevents you from raising a genuine billing query within a reasonable time.

7. PROVISION OF THE SERVICES

7.1. Commencement, Timing, and Reliance on Information

We will endeavour to commence services on the date specified in the LOE and complete them within the period stated or as mutually agreed. You acknowledge that the timely and accurate provision of all information and documentation required for our services is your responsibility.

We will not be liable for any loss, damage, penalties, interest, or other consequences arising from:

- (a) Delays caused by late provision of information or documentation by you;
- (b) Errors or omissions in information provided by you; or
- (c) Reliance on information supplied by you without independent verification.

While we are not liable for such consequences, we will make reasonable efforts to consult with you and complete services as soon as practicable.

7.2. Reliance on Prior Advice

You must **not act on advice** provided by us on a previous occasion without first confirming that it remains current and applicable.

7.3. Scope of Services

Our services are limited to those specified in the LOE. Unless otherwise stated, our work is **not designed** to detect irregularities, errors, fraud, or other illegal acts. We do not perform audits or reviews and, accordingly, do not provide assurance on your financial affairs.

7.4. Amendments to Engagement

For ongoing or recurring engagements, we may amend the Letter of Engagement and these Terms where reasonably necessary, including to reflect changes in law, regulatory requirements, professional standards, or the scope of services. We will provide written notice about any such amendments. If you do not accept the amendments, you may terminate the engagement before the amendments take effect in accordance with clause 11.

8. TITLE

- 8.1. Title in any documentation (if any) supplied by us in the provision of the services does not pass to you until payment for the services (together with any additional interest or charges as set out in these terms of trade) have been made in full by way of cleared funds and your obligations have been fulfilled, and until then our ownership or rights in respect of the services shall continue.
- 8.2. Notwithstanding this clause 8, we in addition reserve the right to exercise a **general lien** over any documentation (including any reports or working papers) that belongs to you that we are in the possession of from time to time, if any fees due remain unpaid to us under this agreement or any other contract to which we and you are parties. You accept that if we exercise the right of a general lien, it will not be discharged until such time as the outstanding fees are paid.

9. INTELLECTUAL PROPERTY

9.1. Ownership of Intellectual Property

All rights, titles, and interest in any intellectual property created by us (including opinions, documents, spreadsheets, templates, training materials, or other electronic tools) remain our exclusive property. You are granted a limited, non-transferable licence to use such intellectual property solely for the purposes of this engagement.

9.2. Use of Software and Online Services

You acknowledge that any software or online services provided by us belong to the respective publishers. You are granted a licence to use such software or online services in accordance with the publisher's terms. You authorise us to access the software or online services using your and/or administration login credentials for the purposes of:

- (a) Completing the services;
- (b) Complying with Inland Revenue Department or other regulatory requirements; or
- (c) Restricting or suspending your access in the event of non-payment.

9.3. Use of Onboarding and Compliance Platforms

We may use approved third-party onboarding and compliance platforms (for example, for identity verification, electronic signing, and authority to act) to facilitate our engagement. These platforms are owned and operated by third parties. By engaging in our services, you acknowledge and consent to our use of these tools as reasonably necessary to fulfil our professional and legal obligations.

9.4. Use and Copyright of Documentation

All documentation supplied by us, whether in paper or electronic form, remains subject to our copyright. Upon completion of the services, you are entitled to one printed copy and one electronic PDF file for your own records. Our copyright mark must remain on all copies.

9.5. Client Warranties and Indemnity

You agree to indemnify us against any claims arising from any breach of our intellectual property rights caused by your use of our materials. Where you provide any intellectual property to us, you warrant that such materials do not infringe any patent, trademark, design, or copyright of a third party.

10. LATE PAYMENT, DEFAULT AND DEBT RECOVERY

10.1. Default Interest

If an invoice is not paid within **30 days of the due date**, we may charge interest on the overdue amount from the due date until payment is received, including before and after judgment, at a rate of **1.1% per calendar month**, calculated and **compounded monthly**.

10.2. Recovery Costs

In addition to default interest, you agree to indemnify us for all costs and expenses incurred in recovering any overdue amounts. This includes (but is not limited to) dishonour fees, chargeback fees, legal costs on a solicitor-client basis, in-house administration fees, and fees charged by any third-party debt collection agency engaged by us.

10.3. Charges Not a Penalty

The interest and charges described in **clauses 10.1 and 10.2** reflect the actual costs to us arising from late payment and are **not intended to operate as a penalty**.

10.4. Right to Suspend or Terminate

We may suspend, terminate, or enforce any part of this agreement or other related contracts in the event of any of the following:

- (a) Where monies owed by you to us remain outstanding; or
- (b) If you breach, or fail to comply or repudiate any obligation under this agreement or any other subsequent contract with us; or
- (c) You intimate that you will not pay any sum by the due date; or
- (d) Any documentation seized by any other creditor of yours or any other creditor intimates that it intends to seize the documentation; or
- (e) Any documentation you are in possession of is materially damaged while any sum due from you to us remains unpaid; or

- (f) You die, become insolvent or subject to bankruptcy laws, there is a meeting of creditors, or if a company – enters into an arrangement with creditors or makes an assignment/compromise for the benefit of its creditors, or receivers, managers, liquidators (provisional or otherwise), administrators or any similar party is appointed in respect of you (or any asset you own), having any winding up petition presented against you, or you cease to carry on business; or
- (g) If you cease or threaten to cease carrying on business; or
- (h) If the ownership or effective control for you is transferred, or the nature of your business is materially altered.

10.5. **Termination and Acceleration of Debt:**

- (a) If this agreement is ended, whether by breach or mutual agreement, all amounts owed by you (including any interest, disbursements, or recovery costs) shall become immediately due and payable; and
- (b) Where our services are provided to a limited liability company or trust, you (“the client”) acknowledge that fees and disbursements reasonably incurred on behalf of that entity up to the time of suspension or termination remain payable. Where a director, shareholder, or trustee has signed the Letter of Engagement in the capacity of Guarantor, they will be personally liable for those amounts. Personal liability under the LOE is **limited to the specific services giving rise to the fees**, consistent with the personal guarantee, provisions.

10.6. This clause 10, survives termination of the agreement, as do any other terms which by their nature are intended to survive.

11. **TERMINATION**

11.1. **Either party may terminate this agreement:**

- (a) At any time giving 30 days written notice; or
- (b) Immediately the other becomes insolvent or otherwise ceases to carry on business or commits any material breach of this agreement; or
- (c) If a Force Majeure event prevents performance of the agreement for more than 60 days, in accordance with clause 15.3.

11.2. **We may terminate this agreement if:**

- (a) You fail to meet your obligations under this agreement (including, but not limited to payment of fees or complying with the schedule of services covered in the LOE); or
- (b) There is a change of circumstances beyond our reasonable control that prevents us providing services to you.

11.3. **If this agreement is terminated by you, you agree:**

- (a) To pay any fees for any services up to the date of termination and accept that any fixed monthly payments that are paid for services in advance will be stopped but will be calculated on a pro-rata basis for all services performed up until the date of termination. Any overpayments made to us by you (if any) will be refunded within 14 days once your account with us has been reconciled; and
- (b) Return any documentation or property that belongs to us.

11.4. Termination of the agreement by us is without prejudice to any rights that we may have under this agreement.

12. **PRIVACY POLICY**

12.1. We will collect, store, use, and disclose your personal information in accordance with the **Privacy Act 2020**. Where applicable (for example, if you are located in the European Economic Area or have dealings within the EU), we will also comply with relevant **EU Data Privacy Laws**, including the **General Data Protection Regulation (GDPR)**.

12.2. You acknowledge and agree that your personal information may be collected and used by us for the following purposes:

- (a) Assessing your credit risk (if any);
- (b) Administering your instructions (for the purpose of our services including obtaining information for the Inland Revenue, ACC, Solicitors, Third Party Suppliers, Insurance Company, Investors and/or Banking Institutes);
- (c) Receiving information from one or more credit reference agencies, relating the credit record and repayment history pertaining to you;
- (d) Disclosing credit-related information to, and using the credit services of, one or more credit reference agencies, on a continuing basis at any time and entirely at its discretion concerning your creditworthiness.

- 12.3. You authorise us to make ongoing use and disclosure of this personal information for the duration of the business relationship and understands that this is a **continuing authority** unless and until withdrawn in writing.
- 12.4. In accordance with the Privacy Act 2020, you (if an individual) have the right to:
- (a) Access personal information held about them by us; and
 - (b) Request correction of that information if it is inaccurate, incomplete, or outdated.
- 12.5. We agree to take reasonable steps to destroy or remove any personal details that could identify you when the information is no longer needed, unless we are required to keep it by law or to meet our obligations under this Contract.
- 12.6. If you believe your privacy has been breached or that your personal information has been mishandled in any way, they may lodge a complaint by contacting our Privacy Officer:
- Email:** info@duns.co.nz
- Post:** The Privacy Officer
- Duns Limited**
16 Southwark Street, CHRISTCHURCH 8011.
- 12.7. We will acknowledge the complaint within 7 calendar days of receipt. If further investigation is required, we will aim to provide a written response or resolution within 20 calendar days of the original complaint.
- 12.8. If you are not satisfied with our response, you can make a complaint to the Privacy Commissioner at www.privacy.org.nz.
- 12.9. For the purposes of this clause, **“Personal Information”** has the meaning given to it in section 7 of the **Privacy Act 2020**, namely: “information about an identifiable individual.”

13. CONFIDENTIALITY & CONFLICT OF INTEREST

13.1. Confidentiality

All information acquired during this engagement is subject to strict confidentiality. We will not disclose your information except:

- (a) As required by law (including to Inland Revenue, ACC, or pursuant to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009);
- (b) As authorised under this agreement; or
- (c) With your consent.

Both parties agree to keep all non-public information confidential and to use it solely for the purposes of this engagement. Each party will take reasonable steps to protect the other's confidential information.

13.2. AML Reporting and Non-Disclosure

In accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, we may be required to report suspicious activities or transactions to the relevant authorities. Where such a report is made, we are prohibited by law from disclosing to you that a report has been filed or that an investigation is being undertaken.

You acknowledge and agree that we may comply with our statutory obligations without giving you notice and that we shall not be liable for any loss, delay, refusal to act, or other consequence arising from compliance with our obligations under the AML/CFT Act.

All information collected for this purpose will be handled in accordance with our confidentiality obligations under clause 12 (Privacy), this clause 13, and applicable privacy laws.

Both parties agree to keep all non-public information confidential and to use it only for the purposes of this engagement. Each party will take reasonable steps to protect the other's confidential information.

13.3. Cloud Services and Data Storage

We may use cloud-based platforms and third-party service providers (including accounting software, email, and file storage providers, such as the Companies Office, iTrust and Dropbox) while providing our services. We will take reasonable steps to ensure that your information remains secure and confidential in accordance with the Privacy Act 2020 and industry standards.

You acknowledge that the use of cloud services may involve the storage or processing of data outside New Zealand. While we carefully select reputable providers, we are not liable for any loss arising from the failure, disruption, or

security breach of any third-party cloud service provider, except to the extent such loss is caused by our negligence or breach of this agreement.

13.4. Use of Automation and Artificial Intelligence

We may use automation tools and Artificial Intelligence (AI) technologies to assist in providing our services (including drafting, analysis, and research). All outputs are reviewed by our staff before being relied upon for professional advice. These tools are subject to the same confidentiality and data protection standards as the rest of our systems. You consent to this use unless you notify us in writing.

13.5. Retention of Information

We will return or destroy your confidential information upon request, subject to our professional and legal obligations to retain records. We may retain copies of documents forming part of our work papers or required for compliance purposes.

13.6. Disclosure of Conflicts

We will promptly notify you of any actual or potential conflicts of interest. If a conflict arises that cannot be appropriately managed, or you do not agree with our proposed approach, we may cease acting for one or more affected parties.

13.7. Acting for Other Clients

We may act for other clients whose interests differ from yours, provided we continue to comply with our professional, confidentiality, and conflict management obligations.

14. ASSIGNMENT

14.1. Neither party shall assign, sub-license or otherwise transfer this agreement or any part of it to any other person, without first obtaining written consent (hardcopy or email) of the other party. **Such consent shall not be unreasonably withheld or delayed.**

14.2. Unless specifically stated otherwise, with any consent to an assignment (as covered in clause 14.1), no **assignment shall release or discharge the assignor** from any liability or obligation under this agreement.

14.3. We may, at our discretion, engage sub-consultants to perform any part of the services without your prior consent. However, this does not relieve us of our obligations under this agreement. All sub-consultants we engage are bound by our privacy and confidentiality policies, including those applicable to any third-party sub-consultants we work with globally. Any information shared during the provision of services overseas will be subject to the same safeguards as required under the Privacy Act 2020.

14.4. Furthermore, it is agreed between the parties that:

- (a) You **cannot give any instructions or redirect the performance of the services** of any of our sub-consultants or third-party suppliers that are engaged to carry out any part of the services, without firstly obtaining **written consent from us**; and
- (b) Where we make payment of an account to any third-party sub-consultants on your behalf, you agree to reimburse us for the payment of such an account, together with an account-handling fee, as per our payment rates schedule; and
- (c) If you decide for good reasons that any of our employees and/or sub-consultants are unsuitable, then you can request us not to have that person perform the services. We shall then replace those employees and/or sub-consultant, effective immediately.

15. FORCE MAJEURE

15.1. Suspension of Obligations

Neither party shall be liable for any failure or delay in fulfilling obligations under this agreement to the extent that it is caused by a Force Majeure event, including but not limited to: natural disasters, fire, flood, earthquake, acts of government, strikes, pandemics, or other events beyond the reasonable control of the affected party.

15.2. The party affected by a Force Majeure event must notify the other party as soon as practicable and describe the extent to which it is unable to perform its obligations.

15.3. Termination Due to Force Majeure

If the failure or delay in performance caused by a Force Majeure event exceeds 60 days, either party may terminate this agreement immediately by providing written notice to the other party.

15.4. **Payment Obligations**

Nothing in this clause excuses you from paying any amount due or becoming due under this agreement.

16. **DISPUTES, JURISDICTION AND PROFESSIONAL OBLIGATIONS**

16.1. **Dispute Resolution**

Any dispute arising out of or in connection with this agreement shall first be discussed in good faith between the parties.

If the dispute is not resolved within 10 working days (or another agreed timeframe), the parties agree to attempt to resolve the matter by mediation.

If mediation is unsuccessful, the dispute shall be determined by the courts of New Zealand.

16.2. **Jurisdiction**

This agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts and agree that proceedings may be brought in the courts of Christchurch, unless otherwise required by law.

If any provision of this agreement is held to be invalid or unenforceable, it shall be severed or modified to the minimum extent necessary, and the remainder shall remain in full force and effect.

16.3. **Legislative and Professional Compliance**

Both parties agree to comply with all applicable New Zealand laws, including the Consumer Guarantees Act 1993, Fair Trading Act 1986, and Contract and Commercial Law Act 2017 (to the extent they apply and cannot lawfully be excluded).

Duns Limited will comply with the professional and ethical standards of Chartered Accountants Australia and New Zealand.

Nothing in this agreement prevents a party from making a complaint to the relevant professional body in relation to professional conduct matters.

16.4. **Indemnity**

If you are in breach of clause 16.3, you agree to indemnify us against losses, liabilities, or costs incurred as a direct result of that breach.

16.5. **Limitation of Liability**

(a) **Your Responsibility**

We are not responsible for any loss, damage, or cost arising from:

- (i) Your failure to comply with your obligations under this agreement; or
- (ii) Inaccurate, incomplete, or misleading information provided by you,

(b) **Maximum Liability**

To the fullest extent permitted by law, our total liability to you for **each claim** arising out of or in connection with the services (whether in contract, tort, negligence, equity, or otherwise) is limited to **three (3) times the total professional fees** paid to us for the **specific services giving rise to that claim** (excluding administrative charges, disbursements, and GST). We will **not be liable** for any indirect, consequential, special, or incidental loss, including loss of profits, revenue, business opportunity, or anticipated savings.

(c) **Contributory Negligence**

If you have contributed to any loss or damage (including by providing inaccurate, incomplete, or misleading information, or by failing to act on our advice), our liability will be proportionally reduced in accordance with the Contributory Negligence Act 1947.

(d) **No Personal Liability**

The services are provided by **Duns Limited**. You agree that none of our directors, employees, contractors, or agents will have any personal liability to you for any loss or damage arising out of or in connection with the services.

(e) **Time Limit on Claims**

Any claim against us must be made within six (6) years after the date the services to which the claim relates were completed, or within any shorter period required by law.

(f) Statutory and Professional Exceptions

Nothing in this agreement excludes or limits liability to the extent that such liability cannot lawfully be excluded or limited, including liability arising from fraud, wilful misconduct, or obligations imposed under applicable professional standards.

16.6. Insurance**(a) Professional Indemnity Insurance**

(b) We maintain professional indemnity insurance covering our legal and professional obligations. Evidence of our professional indemnity insurance can be provided to you upon request. Nothing in this agreement, including any limitation of liability under clause 16.5(b) increases or extends the coverage or limits of our insurance policy.

(c) Acting as Trustee or in a Fiduciary Role

Where we act as a professional trustee or in any similar fiduciary role (e.g., executor, trustee, or administrator):

- (i) Our professional indemnity insurance covers only our own professional obligations; and
- (ii) The trust, entity, or client is responsible for maintaining insurance to cover its own risks and liabilities.

16.7. Notices

Any notice under this agreement must be in writing and delivered by email, registered post, or personally. A notice is deemed served:

- (a) On sending if emailed (unless delivery fails);
- (b) Three business days after posting; or
- (c) On delivery if delivered personally.

16.8. Terms & Conditions Changes

We may amend these Terms from time to time. Any amended Terms will apply to:

- (a) Any new engagement entered into after notification; and
- (b) Any additional services requested after notification.

For ongoing or recurring engagements, clause 7.4 applies.

16.9. Without limiting the effect of clauses 8.2 (**Lien**), 10 (**Late Payment, Default And Debt Recovery**), 11 (**Termination**), 13 (**Confidentiality**), 16 (**Limitation of Liability**), 16.7 (**Notices**) survive the end of this agreement, and any other terms and conditions which by their nature are intended to survive.

17. DEFINITIONS AND INTERPRETATION

17.1. In this agreement, unless the context requires otherwise, terms defined below shall have the meanings set out in the definitions, without the need for capitalisation throughout the document:

- (a) **"Agreement"** means this agreement, inclusive of its terms and conditions contained herein, its schedules and annexures or any quotation, proposal, invoice, or document that shall form part thereof and/or is deemed to be supplementary to this agreement.
- (b) **"Confidential Information"** means any information, data or other material in whatever form or medium (including written, electronic, visual or and that is not publicly available):
 - (i) Relating to this agreement;
 - (ii) Relating to a quotation, order, or proposal or its contents;
 - (iii) Relating to any party that engages our services;
 - (iv) Disclosed by either party to the other party on the express basis that such information is confidential; or
 - (v) Which might reasonably be expected by either party to be confidential in nature.

Provided that, where information relates exclusively to one party, nothing in this agreement will require that party to maintain confidentiality in respect of that information.
- (c) **"Days"** means a workday on which banks are open for business in New Zealand other than a Saturday, Sunday, or public holiday.
- (d) **"Documentation"** means any documentation (including opinions or working papers) of any kind that we provide to you as specified in any agreement, quotation, proposal, order, or any other documentation.
- (e) **"Fee"** means the fee (based upon our team and the person or persons appointed to complete the services, their degree of responsibility and skill plus the time involved on the scheduled work) due under this agreement for the supply of services as agreed between us and you and (if applicable) shall include any GST payable.

- (f) **"Force Majeure"** means an event outside the reasonable control of either party, including an act of God, earthquake, adverse weather conditions, flood, storm, fire, explosion, war, rebellion, terrorism, strike, lock-out, industrial action national or global epidemics or pandemic and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government quarantine restrictions for goods or individuals.
- (g) **"GST"** means Goods and Services Tax, as defined within the Goods and Services Tax Act 1985.
- (h) **"Intellectual Property"** means and includes (whether invisible, electronic or any other form) all brands, and symbols, names and digital images used in commerce or promotional marketing, goodwill, logos, formulae, techniques, know-how, specifications, designs, drawings, copyright, manufacturing processes, patents, and trademarks (if any) whether registered or not, software (and source and object code), business strategies and contracts, confidential business information including market and marketing strategies.
- (i) **"LOE"** means the **Letter of Engagement**, proposal, quote, or any other document prepared by us and provided to you, which sets out the scope of services (including any accounting, consulting, or business advisory services), any associated goods, equipment, software, or personnel involved in delivering those services, along with the applicable fees, method of fee calculation, and any reimbursable expenses.
- (j) **"Personal Information"** means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's license details, electronic contact type details, such as, email, IP Address, Facebook, or Twitter, or next of kin and any other contact information (if applicable) and were deemed relevant shall include any previous credit applications or credit history details. By the nature of such information, it shall always be considered Confidential Information.
- (k) **"Services"** means all professional services provided by us, including **accounting, tax advisory, and business advisory** (such as business mentoring, succession planning, and financial structuring), together with any related advice, consultancy, or documentation. The specific scope will be set out in our **Letter of Engagement**, invoices, quotations, or other written communications. Where these Terms allow, "Services" and "Documentation" may be used interchangeably.
- (l) **"Sub-consultants"** means independent consultants engaged and paid by us for the purposes of their expertise and/or additional general assistance with the provision of the services to be provided to you. Such parties (if known) will be listed in the LOE including billing rates, at the time of presentation to you, any additional sub-consultants that may be necessary after the services have commenced will be duly notified to you in writing, a retainer (if applicable) will be built into the services fee, you will be bound by the conditions of clause 13 in respect of such parties.
- (m) **"We", "Us" or "Our"** means **Duns Limited**, including employees, contractors, successors, and assigns.
- (n) **"You" or "Your"** means the person/s, entities (including but not limited to, partnerships and/or a trust and where applicable shall include your executors, administrators, successors and permitted assigns) or any person acting on behalf of and with your authority to request us to provide the services as specified in any proposal, quotation, order, invoice, or other documentation.

17.2. In this agreement, unless the context requires otherwise:

- (a) **Fee:** A reference to dollars or \$ is to an amount in New Zealand currency;
- (b) **Headings:** Headings shall be ignored in construing this document;
- (c) **Joint obligations:** An obligation incurred in favour of two or more parties shall be enforceable by them jointly or severally;
- (d) **Parts of agreement:** References to this agreement including its clauses, schedules, and annexures;
- (e) **Plurals:** This singular shall include the plural and vice versa and word importing one gender shall include every gender and a reference to a person shall include any other legal entity of whatsoever kind and vice versa;
- (f) **Statutory Requirements:** A reference to a statute, ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).

17.3. **Neutral Interpretation** – nothing in this agreement is to be interpreted against a party solely on the ground that that party put forward this agreement or a relevant part of it.