

**ISAE (NZ) 3420**

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AND ASSURANCE  
STANDARDS BOARD

## **INTERNATIONAL STANDARD ON ASSURANCE ENGAGEMENTS (NEW ZEALAND) 3420**

### **Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus (ISAE (NZ) 3420)**

**This compilation was prepared in October 2014 and incorporates amendments up to and including August 2014.**

**Effective for assurance reports dated on or after March 31, 2013.**

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INTERNATIONAL STANDARD ON ASSURANCE ENGAGEMENTS (NEW ZEALAND) 3420  
**ASSURANCE ENGAGEMENTS TO REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL  
 INFORMATION INCLUDED IN A PROSPECTUS**

*Issued by the New Zealand Auditing and Assurance Standards Board*

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Accompanying Attachment: Conformity to the International and Australian Standards on Assurance Engagements

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International Standard on Assurance Engagements (New Zealand) (ISAE (NZ)) 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, should be read in conjunction with XRB Au1, *Application of Auditing and Assurance Standards*.

## History of Amendments

### Table of pronouncements – ISAE (NZ) 3420 *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*

This table lists the pronouncements establishing and amending ISAE (NZ) 3420.

Pronouncements	Date approved	Early operative date	Effective date
International Standard on Assurance Engagements (New Zealand) 3420 <i>Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus</i>	July 2012	-	This ISAE (NZ) is effective for assurance reports dated on or after March 31, 2013.
International Standard on Assurance Engagements (New Zealand) 3410 <i>Assurance Engagements on Greenhouse Gas Statements</i>	December 2012	-	31 March 2013
Professional and Ethical Standard 1 (Revised) <i>Code of Ethics for Assurance Practitioners</i>	Jan 2013	-	Effective on 1 January 2014
Professional and Ethical Standard 3 (Amended) <i>Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance Engagements</i>	Jan 2013	-	Effective on 1 January 2014
ISAE (NZ) 3000 (Revised) <i>Assurance Engagements other than Audits or Reviews of Historical Financial Information</i>	August 2014	-	Effective assurance engagements beginning on or after 1 January 2015

Table of Amended Paragraphs in ISAE (NZ) 3402		
Paragraph affected	How affected	By ... [date]
Various	Terminology changed	ISAE (NZ) 3410 [Dec 2012]
8, A10, A41	Amended	Professional and Ethical

		Standard 1 (Revised) [Jan 2013]
1, 7, 8, 12, 13, 14, 27, 32, 33, 35, A8, A11, A51.	Amended	ISAE (NZ) 3000 (Revised) [August 2014]

## Introduction

### Scope of this ISAE (NZ)

1. This International Standard on Assurance Engagements (New Zealand) (ISAE (NZ)) deals with reasonable assurance attestation engagements undertaken by an assurance practitioner<sup>1</sup> to report on the responsible party's<sup>2</sup> compilation of pro forma financial information included in a prospectus. The ISAE (NZ) applies where:
  - Such reporting is required by securities law or the regulation of the securities exchange ("relevant law or regulation") in the jurisdiction in which the prospectus is to be issued; or
  - This reporting is generally accepted practice in such jurisdiction. (Ref: Para. A1)

### *Nature of the Assurance Practitioners Responsibility*

2. In an engagement performed under this ISAE (NZ), the assurance practitioner has no responsibility to compile the pro forma financial information for the entity; such responsibility rests with the responsible party. The assurance practitioner's sole responsibility is to report on whether the pro forma financial information has been compiled, in all material respects, by the responsible party on the basis of the applicable criteria.
3. This ISAE (NZ) does not deal with non-assurance engagements in which the assurance practitioner is engaged by the entity to compile its historical financial statements.

### *Purpose of Pro Forma Financial Information Included in a Prospectus*

4. The purpose of pro forma financial information included in a prospectus is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. This is achieved by applying pro forma adjustments to the unadjusted financial information. Pro forma financial information does not represent the entity's actual financial position, financial performance, or cash flows. (Ref: Para. A2–A3)

### *Compilation of Pro Forma Financial Information*

5. The compilation of pro forma financial information involves the responsible party gathering, classifying, summarising and presenting financial information that illustrates the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at the selected date. Steps involved in this process include:
  - Identifying the source of the unadjusted financial information to be used in compiling the pro forma financial information, and extracting the unadjusted financial information from that source; (Ref: Para. A4–A5)

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<sup>1</sup> ISAE (NZ) 3000 (Revised), "Assurance Engagements Other than Audits or Reviews of Historical Financial Information", paragraph NZ12.1.

<sup>2</sup> ISAE (NZ) 3000 (Revised), paragraph 12(v).

- Making pro forma adjustments to the unadjusted financial information for the purpose for which the pro forma financial information is presented; and
- Presenting the resulting pro forma financial information with accompanying disclosures.

#### *Nature of Reasonable Assurance Engagement*

6. A reasonable assurance engagement to report on the compilation of pro forma financial information involves performing the procedures set out in this ISAE (NZ) to assess whether the applicable criteria used by the responsible party in the compilation of the pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether: (Ref: Para. A6)
  - The related pro forma adjustments give appropriate effect to those criteria; and
  - The resulting pro forma column (see paragraph 11(c)) reflects the proper application of those adjustments to the unadjusted financial information.

It also involves evaluating the overall presentation of the pro forma financial information. The engagement, however, does not involve the assurance practitioner updating or reissuing any reports or opinions on any historical financial information used in compiling the pro forma financial information, or performing an audit or review of the financial information used in compiling the pro forma financial information.

#### *Relationship with ISAE (NZ) 3000 (Revised), Other Professional Pronouncements, and Other Requirements*

7. The assurance practitioner is required to comply with ISAE (NZ) 3000 (Revised) and this ISAE when performing an assurance engagement to report on the compilation of pro forma financial information included in a prospectus. This ISAE (NZ) supplements, but does not replace ISAE (NZ) 3000 (Revised), and expands on how ISAE (NZ) 3000 (Revised) is to be applied in a reasonable assurance engagement to report on the compilation of pro forma financial information included in a prospectus.
8. Compliance with ISAE (NZ) 3000 (Revised) requires, among other things, compliance with Professional Ethical Standard 1 (Revised)<sup>3</sup> issued by the New Zealand Auditing and Assurance Standards Board, or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding<sup>4</sup>. It also requires the lead assurance practitioner<sup>5</sup> to be a member of a firm that applies Professional Ethical Standard 3 (Amended)<sup>6</sup>, or other professional requirements, or requirements in law or regulation, that are at least as demanding as Professional and Ethical Standard 3 (Amended).

<sup>3</sup> Professional and Ethical Standard 1 (Revised), “Code of Ethics for Assurance Practitioners”. In PES 1 (Revised), the term “engagement partner” should be read as referring to “lead assurance practitioner.”

<sup>4</sup> ISAE (NZ) 3000 (Revised), paragraphs 3(a), 20 and 34.

<sup>5</sup> The term lead assurance practitioner is referred to in Professional and Ethical Standard 3 as the “engagement partner”.

<sup>6</sup> ISAE (NZ) 3000 (Revised), paragraphs 3(b) and 31(a). Professional Ethical Standard 3 (Amended), “Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance Engagements.”



## Effective Date

9. This ISAE (NZ) is effective for assurance reports dated on or after March 31, 2013. *[Note: For the effective dates of paragraphs changed or added by an Amending Standard see the History of Amendments].*

## Objectives

10. The objectives of the assurance practitioner are:
- (a) To obtain reasonable assurance about whether the pro forma financial information has been compiled, in all material respects, by the responsible party on the basis of the applicable criteria; and
  - (b) To report in accordance with the assurance practitioner's findings.

## Definitions

11. For purposes of this ISAE (NZ), the following terms have the meanings attributed below:

- (a) **Applicable criteria** – The criteria used by the responsible party when compiling the pro forma financial information. Criteria may be established by an authorised or recognised standard-setting organisation or by law or regulation. Where established criteria do not exist, they will be developed by the responsible party. (Ref: Para. A7–A9)

NZ11.1 **Assurance practitioner**– A person or an organisation, whether in public practice, industry, commerce or the public sector, appointed or engaged to undertake assurance engagements.

- (b) **Pro forma adjustments** – In relation to unadjusted financial information, these include:
  - (i) Adjustments to unadjusted financial information that illustrate the impact of a significant event or transaction (“event” or “transaction”) as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration; and
  - (ii) Adjustments to unadjusted financial information that are necessary for the pro forma financial information to be compiled on a basis consistent with the applicable financial reporting framework of the reporting entity (“entity”) and its accounting policies under that framework. (Ref: Para. A15–A16)

Pro forma adjustments include the relevant financial information of a business that has been, or is to be, acquired (“acquiree”), or a business that has been, or is to be, divested (“divestee”), to the extent that such information is used in compiling the pro forma financial information (“acquiree or divestee financial information”).

- (c) **Pro forma financial information** – Financial information shown together with adjustments to illustrate the impact of an event or transaction on unadjusted financial information as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. In this ISAE (NZ), it is presumed that pro forma financial information is presented in

columnar format consisting of (a) the unadjusted financial information; (b) the pro forma adjustments; and (c) the resulting pro forma column. (Ref: Para. A2)

- (d) Prospectus – A document issued pursuant to legal or regulatory requirements relating to the entity’s securities on which it is intended that a third party should make an investment decision.
- (e) Published financial information – Financial information of the entity or of an acquiree or a divestee that is made available publicly.
- (f) Unadjusted financial information – Financial information of the entity to which pro forma adjustments are applied by the responsible party. (Ref: Para. A4–A5)

## Requirements

### ISAE (NZ) 3000 (Revised)

- 12. The assurance practitioner shall not represent compliance with this ISAE (NZ) unless the assurance practitioner has complied with the requirements of both this ISAE (NZ) and ISAE (NZ) 3000 (Revised).

### Engagement Acceptance

- 13. Before agreeing to accept an engagement to report on whether pro forma financial information included in a prospectus has been compiled, in all material respects, on the basis of the applicable criteria, the assurance practitioner shall:
  - (a) Determine that those persons who are to perform the engagement collectively have the appropriate competence and capabilities; (Ref: Para. A10)
  - (b) On the basis of a preliminary knowledge of the engagement circumstances and discussion with the responsible party, determine that the criteria that the assurance practitioner expects to be applied are suitable and that it is unlikely that the pro forma financial information will be misleading for the purpose for which it is intended;
  - (c) Evaluate the wording of the opinion prescribed by the relevant law or regulation, if any, to determine that the assurance practitioner will likely be able to express the opinion so prescribed based on performing the procedures specified in this ISAE (NZ); (Ref: Para. A54–A56)
  - (d) Where the sources from which the unadjusted financial information and any acquiree or divestee financial information have been extracted have been audited or reviewed and a modified audit opinion or review conclusion has been expressed, or the report contains an Emphasis of Matter paragraph, consider whether or not the relevant law or regulation permits the use of, or reference in the assurance practitioner’s report to, the modified audit opinion or review conclusion or the report containing the Emphasis of Matter paragraph with respect to such sources;
  - (e) If the entity’s historical financial information has never been audited or reviewed, consider whether the assurance practitioner can obtain a sufficient understanding of the entity and its accounting and financial reporting practices to perform the engagement; (Ref: Para. A31)
  - (f) If the event or transaction includes an acquisition and the acquiree’s historical financial information has never been audited or reviewed, consider whether the

assurance practitioner can obtain a sufficient understanding of the acquiree and its accounting and financial reporting practices to perform the engagement; and

- (g) Obtain the agreement of the responsible party that it acknowledges and understands its responsibility for: (Ref: Para. A11–A12)
  - (i) Adequately disclosing and describing the applicable criteria to the intended users if these are not publicly available;
  - (ii) Compiling the pro forma financial information on the basis of the applicable criteria; and
  - (iii) Providing the assurance practitioner with:
    - a. Access to all information (including, when needed for purposes of the engagement, information of the acquiree(s) in a business combination), such as records, documentation and other material, relevant to evaluating whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria;
    - b. Additional information that the assurance practitioner may request from the responsible party for the purpose of the engagement;
    - c. Access to those within the entity and the entity’s advisors from whom the assurance practitioner determines it necessary to obtain evidence relating to evaluating whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria; and
    - d. When needed for purposes of the engagement, access to appropriate individuals within the acquiree(s) in a business combination.

## **Planning and Performing the Engagement**

### *Determining the Suitability of the Applicable Criteria*

14. The assurance practitioner shall determine whether the applicable criteria are suitable, as required by ISAE (NZ) 3000 (Revised),<sup>7</sup> and in particular shall determine that they include, at a minimum, that:
  - (a) The unadjusted financial information be extracted from an appropriate source; (Ref: Para. A4–A5, A27)
  - (b) The pro forma adjustments be:
    - (i) Directly attributable to the event or transaction; (Ref: Para. A13)
    - (ii) Factually supportable; and (Ref: Para. A14)
    - (iii) Consistent with the entity’s applicable financial reporting framework and its accounting policies under that framework; and (Ref: Para. A15–A16)
  - (c) Appropriate presentation be made and disclosures be provided to enable the intended users to understand the information conveyed. (Ref: Para. A2–A3, A42)
15. In addition, the assurance practitioner shall assess whether the applicable criteria are:

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<sup>7</sup> ISAE (NZ) 3000 (Revised), paragraph 24(b)(ii) and A45.

- (a) Consistent, and do not conflict, with relevant law or regulation; and
- (b) Unlikely to result in pro forma financial information that is misleading.

#### *Materiality*

16. When planning and performing the engagement, the assurance practitioner shall consider materiality with respect to evaluating whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria. (Ref: Para. A17–A18)

#### *Obtaining an Understanding of How the Responsible Party Has Compiled the Pro Forma Financial Information and Other Engagement Circumstances*

17. The assurance practitioner shall obtain an understanding of: (Ref: Para. A19)
- (a) The event or transaction in respect of which the pro forma financial information is being compiled;
  - (b) How the responsible party has compiled the pro forma financial information; (Ref: Para. A20–A21)
  - (c) The nature of the entity and any acquiree or divestee, including: (Ref: Para. A22–A23)
    - (i) Their operations;
    - (ii) Their assets and liabilities; and
    - (iii) The way they are structured and how they are financed;
  - (d) Relevant industry, legal and regulatory, and other external factors pertaining to the entity and any acquiree or divestee; and (Ref: Para. A24–A26)
  - (e) The applicable financial reporting framework and the accounting and financial reporting practices of the entity and of any acquiree or divestee, including their selection and application of accounting policies.

#### *Obtaining Evidence about the Appropriateness of the Source from Which the Unadjusted Financial Information Has Been Extracted*

18. The assurance practitioner shall determine whether the responsible party has extracted the unadjusted financial information from an appropriate source. (Ref: Para. A27–A28)
19. If there is no audit or review report on the source from which the unadjusted financial information has been extracted, the assurance practitioner shall perform procedures to be satisfied that the source is appropriate. (Ref: Para. A29–A31)
20. The assurance practitioner shall determine whether the responsible party has appropriately extracted the unadjusted financial information from the source.

#### *Obtaining Evidence about the Appropriateness of the Pro Forma Adjustments*

21. In evaluating whether the pro forma adjustments are appropriate, the assurance practitioner shall determine whether the responsible party has identified the pro forma adjustments necessary to illustrate the impact of the event or transaction at the date or for the period of the illustration. (Ref: Para. A32)

22. In determining whether the pro forma adjustments are in accordance with the applicable criteria, the assurance practitioner shall determine whether they are:
- (a) Directly attributable to the event or transaction; (Ref: Para. A13)
  - (b) Factually supportable. If acquiree or divestee financial information is included in the pro forma adjustments and there is no audit or review report on the source from which such financial information has been extracted, the assurance practitioner shall perform procedures to be satisfied that the financial information is factually supportable; and (Ref: Para. A14, A33–A38)
  - (c) Consistent with the entity’s applicable financial reporting framework and its accounting policies under that framework. (Ref: Para. A15-A16)

*Modified Audit Opinion or Review Conclusion, or Emphasis of Matter Paragraph, with Respect to the Source from Which the Unadjusted Financial Information Has Been Extracted or the Source from Which the Acquiree or Divestee Financial Information Has Been Extracted*

23. A modified audit opinion or review conclusion may have been expressed with respect to either the source from which the unadjusted financial information has been extracted or the source from which the acquiree or divestee financial information has been extracted, or a report containing an Emphasis of Matter paragraph may have been issued with respect to such source. In such circumstances, if the relevant law or regulation does not prohibit the use of such a source, the assurance practitioner shall evaluate:
- (a) The potential consequence on whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria; (Ref: Para. A39)
  - (b) What further appropriate action to take; and (Ref: Para. A40)
  - (c) Whether there is any effect on the assurance practitioner’s ability to report in accordance with the terms of the engagement, including any effect on the assurance practitioner’s report.

*Source from Which the Unadjusted Financial Information Has Been Extracted or Pro Forma Adjustments Not Appropriate*

24. If, on the basis of the procedures performed, the assurance practitioner identifies that the responsible party has:
- (a) Used an inappropriate source from which to extract the unadjusted financial information; or
  - (b) Omitted a pro forma adjustment that should be included, applied a pro forma adjustment that is not in accordance with the applicable criteria or otherwise inappropriately applied a pro forma adjustment,

the assurance practitioner shall discuss the matter with the responsible party. If the assurance practitioner is unable to agree with the responsible party as to how the matter should be resolved, the assurance practitioner shall evaluate what further action to take. (Ref: Para. A40)

*Obtaining Evidence about the Calculations within the Pro Forma Financial Information*

25. The assurance practitioner shall determine whether the calculations within the pro forma financial information are arithmetically accurate.

*Evaluating the Presentation of the Pro Forma Financial Information*

26. The assurance practitioner shall evaluate the presentation of the pro forma financial information. This shall include consideration of:
- (a) The overall presentation and structure of the pro forma financial information, including whether it is clearly labeled to distinguish it from historical or other financial information; (Ref: Para. A2–A3)
  - (b) Whether the pro forma financial information and related explanatory notes illustrate the impact of the event or transaction in a manner that is not misleading; (Ref: Para. A41)
  - (c) Whether appropriate disclosures are provided with the pro forma financial information to enable the intended users to understand the information conveyed; and (Ref: Para. A42)
  - (d) Whether the assurance practitioner has become aware of any significant events subsequent to the date of the source from which the unadjusted financial information has been extracted that may require reference to, or disclosure in, the pro forma financial information. (Ref: Para. A43)
27. The assurance practitioner shall read the other information included in the prospectus containing the pro forma financial information to identify material inconsistencies, if any, with the pro forma financial information or the assurance report. If, on reading the other information, the assurance practitioner identifies a material inconsistency or becomes aware of a material misstatement of fact in that other information, the assurance practitioner shall discuss the matter with the responsible party. If correction of the matter is necessary and the responsible party refuses to do so, the assurance practitioner shall take further appropriate action. (Ref: Para. A44)

**Written Representations**

28. The assurance practitioner shall request written representations from the responsible party that:
- (a) In compiling the pro forma financial information, the responsible party has identified all appropriate pro forma adjustments necessary to illustrate the impact of the event or transaction at the date or for the period of the illustration; and (Ref: Para. A45)
  - (b) The pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria.

**Forming the Opinion**

29. The assurance practitioner shall form an opinion on whether the pro forma financial information has been compiled, in all material respects, by the responsible party on the basis of the applicable criteria. (Ref: Para. A46–A48)

30. In order to form that opinion, the assurance practitioner shall conclude whether the assurance practitioner has obtained sufficient appropriate evidence about whether the compilation of the pro forma financial information is free from material omissions, or inappropriate use or application of a pro forma adjustment. That conclusion shall include an evaluation of whether the responsible party has adequately disclosed and described the applicable criteria to the extent that these are not publicly available. (Ref: Para. A49–A50)

## **Form of Opinion**

### *Unmodified Opinion*

31. The assurance practitioner shall express an unmodified opinion when the assurance practitioner concludes that the pro forma financial information has been compiled, in all material respects, by the responsible party on the basis of the applicable criteria.

### *Modified Opinion*

32. In many jurisdictions, the relevant law or regulation precludes publication of a prospectus that contains a modified opinion with regard to whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria. Where this is the case and the assurance practitioner concludes that a modified opinion is nevertheless appropriate in accordance with ISAE (NZ) 3000 (Revised), the assurance practitioner shall discuss the matter with the responsible party. If the responsible party does not agree to make the necessary changes, the assurance practitioners shall:
- (a) Withhold the report;
  - (b) Withdraw from the engagement; or
  - (c) Consider seeking legal advice.
33. In some jurisdictions, the relevant law or regulation may not preclude publication of a prospectus that contains a modified opinion with regard to whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria. In such jurisdictions, if the assurance practitioner determines that a modified opinion is appropriate in accordance with ISAE (NZ) 3000 (Revised), the assurance practitioner shall apply the requirements in ISAE (NZ) 3000 (Revised)<sup>8</sup> regarding modified opinions.

### *Emphasis of Matter Paragraph*

34. In some circumstances, the assurance practitioner may consider it necessary to draw users' attention to a matter presented or disclosed in the pro forma financial information or the accompanying explanatory notes. This would be the case when, in the assurance practitioner's opinion, the matter is of such importance that it is fundamental to users' understanding of whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria. In such circumstances, the assurance practitioner shall include an Emphasis of Matter paragraph in the assurance practitioner's report provided that the assurance practitioner has obtained sufficient appropriate evidence that the matter does not affect

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<sup>8</sup> ISAE (NZ) 3000 (Revised), paragraphs 74.

whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria. Such a paragraph shall refer only to information presented or disclosed in the pro forma financial information or the accompanying explanatory notes.

### Preparing the Assurance Report

35. The assurance practitioner's report shall include, at a minimum, the following basic elements: (Ref: Para. A57)
- (a) A title that clearly indicates that the report is an independent assurance report; (Ref: Para. A51)
  - (b) An addressee(s), as agreed in the terms of engagement; (Ref: Para. A52)
  - (c) Introductory paragraphs that identify: (Ref: Para. A53)
    - (i) The pro forma financial information;
    - (ii) The source from which the unadjusted financial information has been extracted, and whether or not an audit or review report on such a source has been published;
    - (iii) The period covered by, or the date of, the pro forma financial information; and
    - (iv) A reference to the applicable criteria on the basis of which the responsible party has performed the compilation of the pro forma financial information, and the source of the criteria;
  - (d) A statement that the responsible party is responsible for compiling the pro forma financial information on the basis of the applicable criteria;
  - (e) A description of the assurance practitioner's responsibilities, including statements that:
    - (i) The assurance practitioner's responsibility is to express an opinion about whether the pro forma financial information has been compiled, in all material respects, by the responsible party on the basis of the applicable criteria;
    - (ii) For purposes of this engagement, the assurance practitioner is not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the pro forma financial information, nor has the assurance practitioner, in the course of this engagement, performed an audit or review of the financial information used in compiling the pro forma financial information; and
    - (iii) The purpose of pro forma financial information included in a prospectus is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, the assurance practitioner does not provide any assurance that the actual outcome of the event or transaction at that date would have been as presented;
  - (f) A statement that the engagement was performed in accordance with ISAE (NZ) 3420, *Assurance Engagements to Report on the Compilation of Pro*



*Forma Financial Information Included in a Prospectus*, which requires that the assurance practitioner plan and perform procedures to obtain reasonable assurance about whether the responsible party has compiled, in all material respects, the pro forma financial information on the basis of the applicable criteria;

- (g) A statement that the firm of which the assurance practitioner is a member applies Professional and Ethical Standard 3 (Amended), or other professional requirements, or requirements in law or regulation, that are at least as demanding as Professional Ethical Standard 3 (Amended). If the assurance practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements in law or regulation, applied that are at least as demanding as Professional Ethical Standard 3 (Amended).
- (h) A statement that the assurance practitioner complies with the independence and other ethical requirements of the Professional and Ethical Standard 1 (Revised), or other professional requirements, or requirements imposed by law or regulation, that are at least as demanding as Professional Ethical Standard 1 (Revised). If the assurance practitioner is not a professional accountant, the statement shall identify the professional requirements, or requirements imposed by law or regulation, applied that are at least as demanding as Professional Ethical Standard 1 (Revised).
- (i) Statements that:
  - (i) A reasonable assurance engagement to report on whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by the responsible party in the compilation of the pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:
    - The related pro forma adjustments give appropriate effect to those criteria; and
    - The pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information;
  - (ii) The procedures selected depend on the assurance practitioner's judgement, having regard to the assurance practitioner's understanding of the nature of the entity, the event or transaction in respect of which the pro forma financial information has been compiled, and other relevant engagement circumstances; and
  - (iii) The engagement also involves evaluating the overall presentation of the pro forma financial information;
- (j) Unless otherwise required by law or regulation, the assurance practitioner's opinion using one of the following phrases, which are regarded as being equivalent: (Ref: Para. A54–A56)
  - (i) The pro forma financial information has been compiled, in all material respects, on the basis of the [*applicable criteria*]; or

- (ii) The pro forma financial information has been properly compiled on the basis stated;
- (k) The assurance practitioner's signature;
- (l) The date of the report; and
- (m) The location in the jurisdiction where the assurance practitioner practices.

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## **Application and Other Explanatory Material**

### **Scope of this ISAE (NZ)** (Ref: Para. 1)

- A1. This standard does not deal with circumstances where pro forma financial information is provided as part of the entity's financial statements pursuant to the requirements of an applicable financial reporting framework.

### **Purpose of Pro Forma Financial Information Included in a Prospectus** (Ref: Para. 4, 11(c), 14(c), 26(a))

- A2. Pro forma financial information is accompanied by related explanatory notes that often disclose the matters set out in paragraph A42.
- A3. Different presentations of pro forma financial information may be included in the prospectus depending on the nature of the event or transaction and how the responsible party intends to illustrate the impact of such event or transaction on the unadjusted financial information of the entity. For example, the entity may acquire a number of businesses prior to an initial public offering. In such circumstances, the responsible party may choose to present a pro forma net asset statement to illustrate the impact of the acquisitions on the entity's financial position and key ratios such as debt to equity as if the acquired businesses had been combined with the entity at an earlier date. The responsible party may also choose to present a pro forma income statement to illustrate what the results of operations might have been for the period ended on that date. In such cases, the nature of the pro forma financial information may be described by titles such as "Statement of Pro Forma Net Assets as at December 31, 20X1" and "Pro Forma Income Statement for the Year Ended December 31, 20X1."

## **Compilation of Pro Forma Financial Information**

### *Unadjusted Financial Information* (Ref: Para. 5, 11(f), 14(a))

- A4. In many cases, the source from which the unadjusted financial information has been extracted will be published financial information such as annual or interim financial statements.
- A5. Depending on how the responsible party chooses to illustrate the impact of the event or transaction, the unadjusted financial information may comprise either:
  - One or more single financial statements, such as a statement of financial position and a statement of comprehensive income; or

- Financial information that is appropriately condensed from a complete set of financial statements, for example, a statement of net assets.

### **Nature of Reasonable Assurance Engagement** (Ref: Para. 6)

- A6. In this ISAE (NZ), describing the pro forma financial information as being “properly compiled” means that the pro forma financial information has been compiled, in all material respects, by the responsible party on the basis of the applicable criteria.

### **Definitions**

#### *Applicable Criteria* (Ref: Para. 11(a))

- A7. Where established criteria for compiling the pro forma financial information do not exist, the responsible party will have developed the criteria based on, for example, practice in a particular industry or the criteria of a jurisdiction that has developed established criteria, and disclosed that fact.
- A8. The applicable criteria for compiling the pro forma financial information will be suitable in the circumstances if they meet the requirements set out in paragraph 14.
- A9. Accompanying explanatory notes may include some additional detail about the criteria to describe how they illustrate the effects of the particular event or transaction. This may include, for example:
- The date at which the event is assumed to have occurred or the transaction been undertaken.
  - The approach used for allocating income, overheads, assets and liabilities between relevant businesses in a divestment.

### **Engagement Acceptance**

#### *Capabilities and Competence to Perform the Engagement* (Ref: Para. 13(a))

- A10. Professional and Ethical Standard 1 (Revised) requires the assurance practitioner to maintain appropriate professional knowledge and skill, including an awareness and understanding of relevant technical, professional and business developments, in order to provide competent professional service.<sup>9</sup> In the context of this requirement of Professional and Ethical Standard 1 (Revised), relevant capabilities and competence to perform the engagement also include matters such as the following:
- Knowledge and experience of the industry in which the entity operates;
  - An understanding of the relevant securities laws and regulations and related developments;
  - An understanding of the listing requirements of the relevant securities exchange and of capital market transactions such as mergers, acquisitions and securities offerings;
  - Familiarity with the process of preparing a prospectus and listing securities on the securities exchange; and

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<sup>9</sup> Professional and Ethical Standard 1 (Revised), paragraphs 82, 83, 91, 93, 95 and 97.

- Knowledge of the financial reporting frameworks used in the preparation of the sources from which the unadjusted financial information and, if applicable, the acquiree's financial information have been extracted.

*The Responsible Party's Responsibilities* (Ref: Para. 13(g))

A11. An engagement in accordance with this ISAE (NZ) is conducted on the premise that the responsible party has acknowledged and understands that it has the responsibilities set out in paragraph 13(g). In some jurisdictions, such responsibilities may be specified in the relevant law or regulation. In others, there may be little or no legal or regulatory definition of such responsibilities. An assurance engagement to report on whether pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria is based on the assumption that:

- (a) The assurance practitioner's role does not involve taking responsibility for compiling such information; and
- (b) The assurance practitioner has a reasonable expectation of obtaining the information necessary for the engagement.

Accordingly, this premise is fundamental to the conduct of the engagement. To avoid misunderstanding, agreement is reached with the responsible party that it acknowledges and understands that it has such responsibilities as part of agreeing and recording the terms of the engagement as required by ISAE (NZ) 3000 (Revised).<sup>10</sup>

A12. If law or regulation prescribes in sufficient detail the terms of the engagement, the assurance practitioner need only record the fact that such law or regulation applies and that the responsible party acknowledges and understands its responsibilities as set out in paragraph 13(g).

## **Planning and Performing the Engagement**

### *Assessing the Suitability of the Applicable Criteria*

#### Directly Attributable Adjustments (Ref: Para. 14(b)(i), 22(a))

A13. It is necessary that the pro forma adjustments be directly attributable to the event or transaction to avoid the pro forma financial information reflecting matters that do not arise solely as a result of the event or that are not an integral part of the transaction. Directly attributable adjustments exclude those that relate to future events or are dependent on actions to be taken once the transaction has been completed, even if such actions are key to the entity entering into the transaction (for example, closing of redundant production sites after an acquisition).

#### Factually Supportable Adjustments (Ref: Para. 14(b)(ii), 22(b))

A14. It is also necessary that the pro forma adjustments be factually supportable in order to provide a reliable basis for the pro forma financial information. Factually supportable adjustments are capable of objective determination. Sources of factual support for the pro forma adjustments include, for example:

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<sup>10</sup> ISAE (NZ) 3000 (Revised), paragraph 27.

- Purchase and sale agreements.
- Financing documents for the event or transaction, such as debt agreements.
- Independent valuation reports.
- Other documents relating to the event or transaction.
- Published financial statements.
- Other financial information disclosed in the prospectus.
- Relevant legal or regulatory actions, such as in the area of taxation.
- Employment agreements.
- Actions of those charged with governance.

**Adjustments Consistent with the Entity's Applicable Financial Reporting Framework and Its Accounting Policies under that Framework (Ref: Para. 11(b)(ii), 14(b)(iii), 22(c))**

A15. For the pro forma financial information to be meaningful, it is necessary that the pro forma adjustments be consistent with the entity's applicable financial reporting framework and its accounting policies under that framework. In the context of a business combination, for example, compiling the pro forma financial information on the basis of the applicable criteria involves consideration of such matters as:

- Whether differences exist between the acquiree's accounting policies and those of the entity; and
- Whether accounting policies for transactions undertaken by the acquiree that the entity has not previously entered into are policies that the entity would have adopted for such transactions under its applicable financial reporting framework, taking into account the entity's particular circumstances.

A16. Consideration of the appropriateness of the entity's accounting policies may also be necessary in some circumstances. For example, as part of the event or transaction, the entity may propose to issue complex financial instruments for the first time. If this is the case, it may be necessary to consider:

- Whether the responsible party has selected appropriate accounting policies to be used in accounting for such financial instruments under its applicable financial reporting framework; and
- Whether it has appropriately applied such policies in compiling the pro forma financial information.

**Materiality (Ref: Para. 16)**

A17. Materiality with regard to whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria does not depend on a single quantitative measure. Instead, it depends on the size and nature of the omission or inappropriate application of an element of the compilation as described in paragraph A18, whether or not intentional. Judgement about these aspects of size and nature will, in turn, depend on such matters as:

- The context of the event or transaction;
- The purpose for which the pro forma financial information is being compiled; and

- The related engagement circumstances.

The determining factor could be the size or the nature of the matter, or a combination of both.

A18. The risk of the pro forma financial information not being considered compiled, in all material respects, on the basis of the applicable criteria may arise when there is evidence of, for example:

- Use of an inappropriate source from which to extract the unadjusted financial information.
- Incorrect extraction of the unadjusted financial information from an appropriate source.
- In relation to adjustments, the misapplication of accounting policies or the failure of the adjustments to be consistent with the entity's accounting policies.
- Failure to make an adjustment required by the applicable criteria.
- Making an adjustment that is not in accordance with the applicable criteria.
- A mathematical or clerical mistake in the calculations within the pro forma financial information.
- Inadequate, incorrect or omitted disclosures.

*Obtaining an Understanding of How the Responsible Party Has Compiled the Pro Forma Financial Information and Other Engagement Circumstances (Ref: Para. 17)*

A19. The assurance practitioner may obtain this understanding through a combination of procedures such as:

- Enquiring of the responsible party and other entity personnel involved in compiling the pro forma financial information.
- Enquiring of other appropriate parties such as those charged with governance and the entity's advisors.
- Reading relevant supporting documentation such as contracts or agreements.
- Reading minutes of meetings of those charged with governance.

*How the Responsible Party Has Compiled the Pro Forma Financial Information (Ref: Para. 17(b))*

A20. The assurance practitioner may obtain an understanding of how the responsible party has compiled the pro forma financial information by considering, for example:

- The source from which the unadjusted financial information has been extracted.
- The steps taken by the responsible party to:
  - Extract the unadjusted financial information from the source.
  - Identify the appropriate pro forma adjustments, for example, how the responsible party has obtained acquiree financial information in compiling the pro forma financial information.
- The responsible party's competence in compiling pro forma financial information.

- The nature and extent of oversight by the responsible party of other entity personnel involved in compiling the pro forma financial information.
- The responsible party's approach to identifying appropriate disclosures to support the pro forma financial information.

A21. In a business combination or divestment, areas that may give rise to complexity in the compilation of the pro forma financial information include allocations of income, overheads, and assets and liabilities among or between the relevant businesses. Accordingly, it is important that the assurance practitioner understand the responsible party's approach and criteria for such allocations and that the explanatory notes accompanying the pro forma financial information disclose these matters.

#### Nature of the Entity and Any Acquiree or Divestee (Ref: Para. 17(c))

- A22. An acquiree may be an incorporated entity or a separately identifiable unincorporated operation within another entity such as a division, branch or line of business. A divestee may be an incorporated entity such as a subsidiary or joint venture, or a separately identifiable unincorporated operation within the entity such as a division, branch or line of business.
- A23. The assurance practitioner may have all or part of the required understanding of the entity and any acquiree or divestee, and their respective environments, if the assurance practitioner has audited or reviewed their financial information.

#### Relevant Industry, Legal and Regulatory, and Other External Factors (Ref: Para. 17(d))

- A24. Relevant industry factors include industry conditions such as the competitive environment, supplier and customer relationships, and technological developments. Examples of matters the assurance practitioner may consider include:
- The market and competition, including demand, capacity, and price competition.
  - Common business practices within the industry.
  - Cyclical or seasonal activity.
  - Product technology relating to the entity's products.
- A25. Relevant legal and regulatory factors include the legal and regulatory environment. This encompasses, among other matters, the applicable financial reporting framework in accordance with which the entity or, if applicable, the acquiree prepares its periodic financial information, and the legal and political environment. Examples of matters the assurance practitioner may consider include:
- Industry-specific accounting practices.
  - Legal and regulatory framework for a regulated industry.
  - Legislation and regulation that significantly affect the entity's or, if applicable, the acquiree's or divestee's operations, including direct supervisory activities.
  - Taxation.
  - Government policies currently affecting the conduct of the entity's or, if applicable, the acquiree's or divestee's business, such as monetary policies

(including foreign exchange controls), fiscal policies, financial incentives (for example, government aid programs), and tariffs or trade restrictions policies.

- Environmental requirements affecting the entity's or acquiree's or divestee's industry and business.

A26. Examples of other external factors affecting the entity and, if applicable, the acquiree or divestee that the assurance practitioner may consider include the general economic conditions, interest rates and availability of financing, and inflation or currency revaluation.

*Obtaining Evidence about the Appropriateness of the Source from Which the Unadjusted Financial Information Has Been Extracted*

Relevant Factors to Consider (Ref: Para. 14(a), 18)

A27. Factors that affect the appropriateness of the source from which the unadjusted financial information has been extracted include whether there is an audit or review report on the source and whether the source:

- Is permitted or specifically prescribed by the relevant law or regulation, is permitted by the relevant securities exchange with which the prospectus is to be filed, or is used as such under normal market custom and practice.
- Is clearly identifiable.
- Represents a reasonable starting point for compiling the pro forma financial information in the context of the event or transaction, including whether it is consistent with the entity's accounting policies and is at an appropriate date or covers an appropriate period.

A28. An audit or review report on the source from which the unadjusted financial information has been extracted may have been issued by another assurance practitioner. In this situation, the need by the assurance practitioner reporting under this ISAE (NZ) for an understanding of the entity and its accounting and financial reporting practices pursuant to the requirements of paragraphs 17(c) and (e), and to be satisfied that the source from which the unadjusted financial information has been extracted is appropriate, is not diminished.

No Audit or Review Report on the Source from Which the Unadjusted Financial Information Has Been Extracted (Ref: Para. 19)

A29. When there is no audit or review report on the source from which the unadjusted financial information has been extracted, it is necessary for the assurance practitioner to perform procedures in relation to the appropriateness of that source. Factors that may affect the nature and extent of these procedures include, for example:

- Whether the assurance practitioner has previously audited or reviewed the entity's historical financial information, and the assurance practitioner's knowledge of the entity from such engagement.
- How recently the entity's historical financial information was audited or reviewed.



- Whether the entity's financial information is subject to periodic review by the assurance practitioner, for example, for purposes of meeting regulatory filing requirements.

A30. The entity's financial statements for the period immediately preceding that of the source from which the unadjusted financial information has been extracted are likely to have been audited or reviewed, even if the source from which the unadjusted financial information has been extracted itself is not. For example, the source from which the unadjusted financial information has been extracted may be interim financial statements that have not been audited or reviewed whereas the entity's financial statements for the immediately preceding financial year may have been audited. In such a case, procedures that the assurance practitioner may perform, having regard to the factors in paragraph A29, in relation to the appropriateness of the source from which the unadjusted financial information has been extracted include:

- Enquiring of the responsible party about:
  - The process by which the source has been prepared and the reliability of the underlying accounting records to which the source is agreed or reconciled.
  - Whether all transactions have been recorded.
  - Whether the source has been prepared in accordance with the entity's accounting policies.
  - Whether there have been any changes in accounting policies from the most recent audited or reviewed period and, if so, how such changes have been dealt with.
  - Its assessment of the risk that the source may be materially misstated as a result of fraud.
  - The effect of changes in the entity's business activities and operations.
- If the assurance practitioner has audited or reviewed the immediately preceding annual or interim financial information, considering the findings of such audit or review and whether these might indicate any issues with the preparation of the source from which the unadjusted financial information has been extracted.
- Corroborating the information provided by the responsible party in response to the assurance practitioner's enquiries when the responses appear inconsistent with the assurance practitioner's understanding of the entity or the engagement circumstances.
- Comparing the source with the corresponding prior period financial information and, as applicable, the immediately preceding annual or interim financial information, and discussing significant changes with the responsible party.

Historical financial information of the entity never audited or reviewed (Ref: Para. 13(e))

A31. Other than in the case of an entity formed for purposes of the transaction and which has never had any trading activity, it is unlikely that relevant law or regulation will permit an entity to issue a prospectus if its historical financial information has never been audited or reviewed.

*Obtaining Evidence about the Appropriateness of the Pro Forma Adjustments*

## Identification of Appropriate Pro Forma Adjustments (Ref: Para. 21)

- A32. Informed by the assurance practitioner's understanding of how the responsible party has compiled the pro forma financial information and other engagement circumstances, the assurance practitioner may obtain evidence regarding whether the responsible party has appropriately identified the necessary pro forma adjustments through a combination of procedures such as:
- Evaluating the reasonableness of the responsible party's approach to identifying the appropriate pro forma adjustments, for example, the method used in identifying appropriate allocations of income, overheads, assets and liabilities among the relevant businesses.
  - Enquiring of relevant parties within an acquiree regarding the approach to extracting the acquiree financial information.
  - Evaluating specific aspects of the relevant contracts, agreements or other documents.
  - Enquiring of the entity's advisors regarding specific aspects of the event or transaction and related contracts and agreements that are relevant to the identification of appropriate adjustments.
  - Evaluating relevant analyses and worksheets prepared by the responsible party and other entity personnel involved in compiling the pro forma financial information.
  - Obtaining evidence of the responsible party's oversight of other entity personnel involved in compiling the pro forma financial information.
  - Performing analytical procedures.

## Factual Support for Any Acquiree or Divestee Financial Information Included in the Pro Forma Adjustments (Ref: Para. 22(b))

## Divestee financial information

- A33. In the case of a divestment, the divestee's financial information will be derived from the source from which the unadjusted financial information has been extracted, which will often be audited or reviewed. The source from which the unadjusted financial information has been extracted will therefore provide the basis for the assurance practitioner to determine whether there is factual support for the divestee financial information. In such a case, matters to consider include, for example, whether income and expenses attributable to the divestee that are recorded at the consolidated level have been appropriately reflected in the pro forma adjustments.
- A34. Where the source from which the unadjusted financial information has been extracted has not been audited or reviewed, the assurance practitioner may refer to the guidance in paragraphs A29–A30 in determining whether the divestee financial information is factually supportable.

## Acquiree financial information

- A35. The source from which the acquiree financial information has been extracted may have been audited or reviewed. Where the source from which the acquiree financial

information has been extracted has been audited or reviewed by the assurance practitioner, the acquiree financial information will, subject to any implications arising from the circumstances addressed in paragraph 23, be factually supportable.

- A36. The source from which the acquiree financial information has been extracted may have been audited or reviewed by another assurance practitioner. In this situation, the need by the assurance practitioner reporting under this ISAE (NZ) for an understanding of the acquiree and its accounting and financial reporting practices pursuant to the requirements of paragraphs 17(c) and (e), and to be satisfied that the acquiree financial information is factually supportable, is not diminished.
- A37. When the source from which the acquiree financial information has been extracted has not been audited or reviewed, it is necessary for the assurance practitioner to perform procedures in relation to the appropriateness of that source. Factors that may affect the nature and extent of these procedures include, for example:
- Whether the assurance practitioner has previously audited or reviewed the acquiree's historical financial information, and the assurance practitioner's knowledge of the acquiree from such engagement.
  - How recently the acquiree's historical financial information was audited or reviewed.
  - Whether the acquiree's financial information is subject to periodic review by the assurance practitioner, for example, for purposes of meeting regulatory filing requirements.
- A38. The acquiree's financial statements for the period immediately preceding that of the source from which the acquiree financial information has been extracted often will have been audited or reviewed, even if the source from which the acquiree financial information has been extracted itself is not. In such a case, procedures that the assurance practitioner may perform, having regard to the factors in paragraph A37, in relation to whether the acquiree financial information is factually supportable include:
- Enquiring of the acquiree's management about:
    - The process by which the source from which the acquiree financial information has been extracted has been prepared and the reliability of the underlying accounting records to which the source is agreed or reconciled.
    - Whether all transactions have been recorded.
    - Whether the source from which the acquiree financial information has been extracted has been prepared in accordance with the acquiree's accounting policies.
    - Whether there have been any changes in accounting policies from the most recent audited or reviewed period and, if so, how such changes have been dealt with.
    - Its assessment of the risk that the source from which the acquiree financial information has been extracted may be materially misstated as a result of fraud.
    - The effect of changes in the acquiree's business activities and operations.

- If the assurance practitioner has audited or reviewed the immediately preceding annual or interim financial information, considering the findings of such audit or review and whether these might indicate any issues with the preparation of the source from which the acquiree financial information has been extracted.
- Corroborating the information provided by the acquiree's management in response to the assurance practitioner's enquiries when the responses appear inconsistent with the assurance practitioner's understanding of the acquiree or the engagement circumstances.
- Comparing the source from which the acquiree financial information has been extracted with the corresponding prior period financial information and, as applicable, the immediately preceding annual or interim financial information, and discussing significant changes with the acquiree's management.

*Modified Audit Opinion or Review Conclusion, or Emphasis of Matter Paragraph, with Respect to the Source from Which the Unadjusted Financial Information Has Been Extracted or the Source from Which the Acquiree or Divestee Financial Information Has Been Extracted*

Potential Consequence (Ref: Para. 23(a))

- A39. Not all modified audit opinions, review conclusions or Emphasis of Matter paragraphs with respect to either the source from which the unadjusted financial information has been extracted or the source from which the acquiree or divestee financial information has been extracted may necessarily affect whether the pro forma financial information can be compiled, in all material respects, on the basis of the applicable criteria. For example, a qualified audit opinion may have been expressed on the entity's financial statements because of the non-disclosure of remuneration for those charged with governance as required by the applicable financial reporting framework. If this is the case and these financial statements are used as the source from which the unadjusted financial information has been extracted, such qualification may have no consequence on whether pro forma net asset and income statements can be compiled, in all material respects, on the basis of the applicable criteria.

Further Appropriate Action (Ref: Para. 23(b), 24)

- A40. Further appropriate action that the assurance practitioner may take includes, for example:
- In relation to the requirement in paragraph 23(b):
    - Discussing the matter with the responsible party.
    - Where possible under relevant law or regulation, making a reference in the assurance practitioner's report to the modified audit opinion, review conclusion, or the Emphasis of Matter paragraph, if, in the assurance practitioner's professional judgement, the matter is of sufficient relevance and importance to users' understanding of the pro forma financial information.
  - In relation to the requirement in paragraph 24, where possible under relevant law or regulation, modifying the assurance practitioner's opinion.

- Where possible under relevant law or regulation, withholding the report or withdrawing from the engagement.
- Seeking legal advice.

### *Evaluating the Presentation of the Pro Forma Financial Information*

#### Avoiding Association with Misleading Financial Information (Ref: Para. 26(b))

- A41. Professional and Ethical Standard 1 (Revised) requires that an assurance practitioner not knowingly be associated with reports, returns, communications or other information that the assurance practitioner believes:<sup>11</sup>
- Contain a materially false or misleading statement;
  - Contain statements or information furnished recklessly; or
  - Omit or obscure information required to be included where such omission or obscurity would be misleading.

#### Disclosures Accompanying the Pro Forma Financial Information (Ref: Para. 14(c), 26(c))

- A42. Appropriate disclosures may include matters such as:
- The nature and purpose of the pro forma financial information, including the nature of the event or transaction, and the date at which such event is assumed to have occurred or transaction been undertaken;
  - The source from which the unadjusted financial information has been extracted, and whether or not an audit or review report on such a source has been published;
  - The pro forma adjustments, including a description and explanation of each adjustment. This includes, in the case of acquiree or divestee financial information, the source from which such information has been extracted and whether or not an audit or review report on such a source has been published;
  - If not publicly available, a description of the applicable criteria on the basis of which the pro forma financial information has been compiled; and
  - A statement to the effect that the pro forma financial information has been compiled for illustrative purposes only and that, because of its nature, it does not represent the entity's actual financial position, financial performance, or cash flows.

Relevant law or regulation may require these or other specific disclosures.

#### Consideration of Significant Subsequent Events (Ref: Para. 26(d))

- A43. As the assurance practitioner is not reporting on the source from which the unadjusted financial information has been extracted, there is no requirement for the assurance practitioner to perform procedures to identify events after the date of the source that require adjustment of, or disclosure in, such source. Nevertheless, it is necessary for the assurance practitioner to consider whether any significant events subsequent to the date of the source from which the unadjusted financial information

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<sup>11</sup> Professional and Ethical Standard 1 (Revised), paragraph 21.

has been extracted have come to the assurance practitioner's attention that may require reference to, or disclosure in, the explanatory notes to the pro forma financial information to avoid the latter being misleading. Such consideration is based on performing the procedures under this ISAE (NZ) or the assurance practitioner's knowledge of the entity and the engagement circumstances. For example, after the date of the source from which the unadjusted financial information has been extracted, the entity may have entered into a capital transaction involving the conversion of its convertible debt into equity, non-disclosure of which could result in the pro forma financial information being misleading.

#### Material Inconsistency with Other Information (Ref: Para. 27)

A44. Further appropriate action that the assurance practitioner may take if the responsible party refuses to revise the pro forma financial information or the other information as appropriate includes, for example:

- Where possible under relevant law or regulation:
  - Describing the material inconsistency in the assurance practitioner's report.
  - Modifying the assurance practitioner's opinion.
  - Withholding the report or withdrawing from the engagement.
- Seeking legal advice.

#### Written Representations (Ref: Para. 28(a))

A45. In some circumstances, the types of transactions involved may require the responsible party to select accounting policies for the pro forma adjustments that the entity has not previously had to articulate because it had no relevant transactions. In such a case, the assurance practitioner may request the responsible party to expand the written representations to include confirmation that the selected accounting policies constitute the entity's adopted policies for such types of transactions.

#### Forming the Opinion

##### *Assurance on Further Matters Required by the Relevant Law or Regulation* (Ref: Para. 29)

A46. Relevant law or regulation may require the assurance practitioner to express an opinion on matters other than whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria. In some of these circumstances, it may not be necessary for the assurance practitioner to perform additional procedures. For example, the relevant law or regulation may require the assurance practitioner to express an opinion about whether the basis on which the responsible party has compiled the pro forma financial information is consistent with the entity's accounting policies. Compliance with the requirements in paragraphs 18 and 22(c) of this ISAE (NZ) provides a basis for expressing such an opinion.

A47. In other circumstances, the assurance practitioner may need to perform additional procedures. The nature and extent of such additional procedures will vary with the nature of the other matters on which the relevant law or regulation requires the assurance practitioner to express an opinion.

## Statement of the Assurance Practitioner’s Responsibility for the Report

- A48. The relevant law or regulation may require the assurance practitioner to include in the assurance practitioner’s report an explicit statement asserting or confirming the assurance practitioner’s responsibility for the report. The inclusion of such an additional legal or regulatory statement in the assurance practitioner’s report is not incompatible with the requirements of this ISAE (NZ).

### *Disclosure of the Applicable Criteria* (Ref: Para. 30)

- A49. The responsible party need not repeat in the explanatory notes accompanying the pro forma financial information any criteria that are prescribed by the relevant law or regulation, or promulgated by an authorised or recognised standard-setting organisation. Such criteria will be publicly available as part of the reporting regime and are therefore implicit in the responsible party’s compilation of the pro forma financial information.
- A50. Where the responsible party has developed any specific criteria, it is necessary that those criteria be disclosed so that users may obtain a proper understanding of how the pro forma financial information has been compiled by the responsible party.

## Preparing the Assurance Report

### *Title* (Ref: Para. 35(a))

- A51. A title indicating that the report is the report of an independent assurance practitioner, for example, “Independent Assurance Practitioner’s Assurance Report on the Compilation of Pro Forma Financial Information Included in a Prospectus,” affirms that the assurance practitioner has met all of the relevant ethical requirements regarding independence as required by ISAE (NZ) 3000 (Revised).<sup>12</sup> This distinguishes the report of the independent assurance practitioner from reports issued by others.

### *Addressee(s)* (Ref: Para. 35(b))

- A52. The relevant law or regulation may specify the addressee(s) of the report. Alternatively, the assurance practitioner may agree with the entity who the addressee(s) will be as part of the terms of the engagement.

### *Introductory Paragraphs* (Ref: Para. 35(c))

- A53. As the pro forma financial information will be included in a prospectus that contains other information, the assurance practitioner may consider, if the form of presentation allows, including a reference that identifies the section where the pro forma financial information is presented. This helps readers identify the pro forma financial information to which the assurance practitioner’s report relates.

### *Opinion* (Ref: Para. 13(c), 35(h))

- A54. Whether the phrase “pro forma financial information has been compiled, in all material respects, on the basis of the [*applicable criteria*],” or the phrase “pro forma financial information has been properly compiled on the basis stated” is used to

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<sup>12</sup> ISAE (NZ) 3000 (Revised), paragraph 20.

express the opinion in any particular jurisdiction is determined by the law or regulation governing reporting on pro forma financial information in that jurisdiction, or by generally accepted practice in that jurisdiction.

- A55. The relevant law or regulation in some jurisdictions may prescribe the wording of the assurance practitioner's opinion in terms other than those specified above. Where this is the case, it may be necessary for the assurance practitioner to exercise judgement to determine whether performing the procedures set out in this ISAE (NZ) would enable the assurance practitioner to express the opinion in the wording prescribed by law or regulation, or whether further procedures would be necessary.
- A56. When the assurance practitioner concludes that performing the procedures set out in this ISAE (NZ) would be sufficient to enable the assurance practitioner to express the opinion in the wording prescribed by law or regulation, it may be appropriate to regard that wording as being equivalent to the two alternative wordings of the opinion specified in this ISAE (NZ).

*Illustrative Report* (Ref: Para. 35)

- A57. An assurance practitioner's report with an unmodified opinion is set out in the Appendix.



**Appendix**

(Ref: Para. A57)

**Illustrative Assurance Practitioner's Report with an Unmodified Opinion****INDEPENDENT ASSURANCE PRACTITIONER'S ASSURANCE REPORT ON THE  
COMPILATION OF PRO FORMA FINANCIAL INFORMATION INCLUDED IN A  
PROSPECTUS**

[Appropriate Addressee(s)]

**Report on the Compilation of Pro Forma Financial Information Included in a  
Prospectus**

We have completed our assurance engagement to report on the compilation of pro forma financial information of ABC Company by [*the responsible party*]. The pro forma financial information consists of [the pro forma net asset statement as at [date]], [the pro forma income statement for the period ended [date]], [the pro forma cash flow statement for the period ended [date],] and related notes [as set out on pages xx–xx of the prospectus issued by the company]. The applicable criteria on the basis of which [*the responsible party*] has compiled the pro forma financial information are [specified in [Securities Regulation XX] and described in [Note X]]/[described in [Note X]].

The pro forma financial information has been compiled by [*the responsible party*] to illustrate the impact of the [event or transaction] [set out in Note X] on the [company's financial position as at *specify date*] [and] [the company's/its financial performance [and cash flows] for the period ended *specify date*] as if the [event or transaction] had taken place at [*specify date*] [and *specify date* respectively]. As part of this process, information about the company's [financial position], [financial performance] [and cash flows] has been extracted by [*the responsible party*] from the company's financial statements [for the period ended [date]], on which [[an audit]/[a review] report]/[no audit or review report] has been published.<sup>13</sup>

*[The Responsible Party's] Responsibility for the Pro Forma Financial Information*

[*The responsible party*] is responsible for compiling the pro forma financial information on the basis of the [*applicable criteria*].

*Our Independence and Quality Control*

We have complied with the independence and other ethical requirements of the Professional and Ethical Standard 1 (PES 1 (Revised)) issued by the New Zealand Auditing and Assurance Standards Board, which is founded on the fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

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<sup>13</sup> Where the audit or review report has been modified, reference may be made to where the modification has been described in the prospectus.

The firm applies Professional and Ethical Standard 3 (Amended)<sup>14</sup> and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

#### *Assurance Practitioner's Responsibilities*

Our responsibility is to express an opinion [, as required by [Securities Regulation XX],] about whether the pro forma financial information has been compiled, in all material respects, by [*the responsible party*] on the basis of the [*applicable criteria*].

We conducted our engagement in accordance with International Standard on Assurance Engagements (New Zealand) (ISAE (NZ)) 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the New Zealand Auditing and Assurance Standards Board. This standard requires that the assurance practitioner plan and perform procedures to obtain reasonable assurance about whether [*the responsible party*] has compiled, in all material respects, the pro forma financial information on the basis of the [*applicable criteria*].

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the pro forma financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the pro forma financial information.

The purpose of pro forma financial information included in a prospectus is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction at [*specify date*] would have been as presented.

A reasonable assurance engagement to report on whether the pro forma financial information has been compiled, in all material respects, on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by [*the responsible party*] in the compilation of the pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- The related pro forma adjustments give appropriate effect to those criteria; and
- The pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the assurance practitioner's judgement, having regard to the assurance practitioner's understanding of the nature of the company, the event or transaction in respect of which the pro forma financial information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the pro forma financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

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<sup>14</sup> Professional and Ethical Standard 3 (Amended), "Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance Engagements".

*Opinion*

In our opinion, [the pro forma financial information has been compiled, in all material respects, on the basis of the [*applicable criteria*]]/[the pro forma financial information has been properly compiled on the basis stated].

**Report on Other Legal or Regulatory Requirements**

[Relevant law or regulation may require the assurance practitioner to express an opinion on other matters (see paragraphs A46–A47). The form and content of this section of the assurance practitioner’s report will vary with the nature of such other reporting responsibilities.]

[Assurance Practitioner’s signature]

[Date of the assurance practitioner’s report]

[Assurance Practitioner’s address]

## **Accompanying Attachment: Conformity to the International and Australian Standards on Assurance Engagements**

This conformity statement accompanies, but is not part of, ISAE (NZ) 3420.

This International Standard on Assurance Engagements (New Zealand) conforms with International Standard on Assurance Engagements ISAE 3420 *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information included in a Prospectus* issued by the International Auditing and Assurance Standards Board (IAASB), an independent standard-setting board of the International Federation of Accountants (IFAC).

Paragraphs that have been added to this Standard on Assurance Engagements (and do not appear in the text of the equivalent ISAE) are identified with the prefix “NZ”.

In this ISAE (NZ), the term ‘practitioner’ has been replaced with ‘assurance practitioner’ to expand the application of the ISAE (NZ) by other professionals. Assurance practitioner has been defined as follows:

- for the purpose of this ISAE (NZ), an “assurance practitioner” means a person or an organisation, whether in public practice, industry, commerce or the public sector, appointed or engaged to undertake assurance engagements (paragraph NZ11.1).

This International Standard on Assurance Engagements (New Zealand) incorporates terminology and definitions used in New Zealand.

Compliance with this Standard on Assurance Engagements enables compliance with ISAE 3420.

### **Comparison with Australian Standards on Assurance Engagements**

In Australia the Australian Auditing and Assurance Standards Board (AUASB) has issued Australian Auditing Standard ASAE 3420 *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*.

The following requirements are additional to ISAE 3420:

- Extending the application of the ASAE 3420 to include assurance engagements to report on the compilation of pro forma financial information included in public documents (other than a prospectus) or prepared for any other purpose. (Ref: Para. Aus 0.1)
- Requirements related to the assurance practitioner being able to perform the engagement to report on the compilation of pro forma financial information as a limited assurance engagement. (Ref: Para. Aus 6.1, and Aus 35.2-Aus 35.4)
- Requirements related to the terms of the engagement. (Ref: Para. Aus 13.5-Aus 13.7)
- Requirements related to planning and performing the engagement. (Ref: Para. Aus 13.8, Aus 17.1, Aus 19.1, and Aus 26.1)
- Requirements related to the responsible party’s written representations. (Ref: Para. Aus 28.1, Aus 28.4)
- Requirements related to Forming the Conclusion. (Ref: Para. Aus 29.1, Aus 31.1, Aus 32.1, Aus 34.1, Aus 35.1-Aus 35.4)

The following application and other explanatory material is additional to ISAE 3420:

- Related application and other explanatory material related to the engagement being a limited assurance engagement.
- The inclusion of [Aus] Appendix 2 containing an illustrative assurance practitioner's report in a limited assurance engagement.

ASAE incorporates terminology and definitions used in Australia.

The equivalent requirements and related application and other explanatory material included in ISAE 3420 in respect of "relevant ethical requirements", have been included in another Australian Auditing Standard, ASA 102 Compliance with Ethical Requirements when Performing Audits, Reviews and Other Assurance Engagements. There is no international or New Zealand equivalent to ASA 102.

Compliance with ASAE 3420 enables compliance with ISAE 3420 to the extent the assurance practitioner conducts the engagement to report on the compilation of pro forma financial information included in a prospectus as a reasonable assurance engagement.