



Introduction

Set out below are our terms of engagement for Public Accounting Services (the "Terms"), which together with our Engagement Letter (together called "this Agreement") confirms our understanding of the engagement and will apply to all work Francis A Jones undertakes for you with respect to this engagement. If there is any conflict between these Terms and our Engagement Letter, then the Engagement Letter shall prevail, and if no Engagement Letter exists, these Terms will still apply.

The Terms will commence at the time you indicate acceptance and will remain effective for future years unless we advise you of its amendment or replacement, or the engagement is terminated.

For the purposes of the Terms, "Francis A Jones" includes its partners and its employees.

Scope of work

We will provide you with professional accounting services in compliance with APES 110 Code of Ethics for Professional Accountants. Our scope of work (the 'Services') is provided in the engagement letter.

Our client service approach

We value every client and are committed to providing the highest level of service at all times. As a mid-tier accounting firm with many decades of experience we are positioned to provide an approachable, flexible and practical service to our clients. Our approach includes:

- Being available and accessible for our clients
- Maintaining a stable team to provide consistency of service
- Taking a practical problem solving approach to all issues
- Providing information and advice on a timely basis
- Returning calls and replying to correspondence promptly
- Ensuring our services represent fair value at all times
- Building long term relationships with our clients

Our obligations and promise

Francis A Jones will use all reasonable commercial efforts to provide the Services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.

We will perform procedures (guided by the APES suite of standards) required that are directly related to the engagement consistent with our fundamental principles of integrity, objectivity, professional competence and due care, confidentiality, professional behaviour, and identifying, avoiding and dealing with conflicts of interests (Fundamental Principles).

We will seek to understand your requirements and provide you services confidentially and professionally. Any information pertaining to your affairs will be utilised and stored in an appropriate manner to maintain our professional standards and obligations.

We will document sufficient and appropriate records of the procedures performed for the engagement, which may be subject to the CPA Best Practice Program under APES 320 Quality Control for Firms.

We are obliged to consider whether our clients create any threats to compliance with our Fundamental Principles and where we cannot reduce the risk to an acceptable level we are obliged to decline or cease the engagement under the Code (section 320).

We have a duty to act in your best interests, unless this is inconsistent with our duty to act in the public interest.

We are responsible for maintaining records for a period of at least five years unless otherwise required by legislation, and we reserve the right to destroy records held after that time.

Unless specifically engaged in writing we will not perform an audit of Financial Statements prepared and we understand that no audit is required. Therefore we will not be expressing an opinion as to the truth and fairness of those statements, however we will inform you of any such matters that come to our attention.

During the course of our engagement, if we identify or suspect that Non-Compliance with Laws or Regulations (NOCLAR) has occurred or may occur, which may have a direct effect on material amounts or disclosures in the financial statements or compliance and may be fundamental to your ability to continue business or to avoid material penalty, we may:

- Discuss the matter with the appropriate level of management, those charged with governance or the internal auditor, as appropriate
- Communicate the non-compliance or suspected non-compliance with your external auditor (if relevant), unless prohibited by law or regulation
- Disclose the matter to an appropriate authority even when there is no legal or regulatory requirement to do so; and/or
- Withdraw from the engagement and the professional relationship where permitted by law or regulation

Where appropriate we will inform you of our intention to disclose the matter to an appropriate authority before disclosing the matter. However, if we have reason to believe that the actual or intended conduct would constitute an imminent breach of law or regulation that would cause substantial harm to the general public, we may immediately disclose the matter to an appropriate authority in order to prevent or mitigate the consequences of such imminent breach of law or regulation.

Your obligations

You agree to pay for the Services in accordance with these Terms and the Engagement Letter.

You and your employees will be responsible for maintaining an adequate accounting, record keeping and internal control system.

You will provide Francis A Jones promptly with such material and relevant information as may reasonably be required for the proper performance of the Services, including access to appropriate employees, records, information, technology, systems and premises.

You are responsible for full disclosure, accuracy and completeness of all relevant information and Francis A Jones shall be entitled to rely upon the accuracy of all information provided by you, or by others on your behalf, without independently verifying it. Our involvement will not disclose fraud, defalcations or other irregularities which may occur. However any material weaknesses in the accounting system or internal control systems which come to our notice will be drawn to your attention.

You shall retain responsibility for the use of, or reliance on, advice or recommendations supplied by us in the delivery of the services.

You undertake that, if anything occurs after information is provided by you to Francis A Jones, to render such information untrue, unfair or misleading, you will promptly notify Francis A Jones and, if required by Francis A Jones, take all necessary steps to correct any announcement, communication or document issued which contains, refers to or is based upon, such information.

If our engagement includes the lodgement of income tax return(s), please be aware that:

- a) you are responsible for the accuracy and completeness of the particulars and information provided in relation to taxation services and this responsibility rests with you;
- b) any advice given to you is only an opinion based on our knowledge of your particular circumstances; and
- c) a taxpayer has obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns. It is the taxpayer's responsibility to keep those records for five (5) years.

Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. Under the taxation law such a review may take place within a period of up to four (4) years after tax becomes due and payable under the assessment. Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of a taxation law to your particular circumstances is uncertain you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You must provide a description of all of the facts (with supporting documentation) that are relevant to your scheme or circumstances in your private ruling application. If there is any material difference between the facts set out in the ruling and what you actually do the private ruling is ineffective.

If you rely on a private ruling you have received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you. Where you disagree with the decision in the private ruling, or the Commissioner fails to issue such a ruling, you can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. Your time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

You agree that during the provision of the Services, and for a period of 24 months thereafter, you will not make any offer of employment to any Francis A Jones partner or employee involved in the provision of the Services, without our prior consent.

Privacy

Our collection use and disclosure of your personal information may be subject to the Privacy Act 1988 (Cth) and accordingly we will only collect personal information about you that relates to the engagement. We may disclose personal information about you with your implied consent for the primary purpose of this engagement or to third parties by express consent or as required by law. This personal information may be stored overseas in a secure cloud-based database. If you would like to access any personal information we might hold about you contact us on 08 9335 5211.

We may collect personal information about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet our respective obligations under the Privacy Act 1988 (Cth). Your obligations may include ensuring your privacy policy and contracts include a reference to your collection practices, how you will use the personal information and that you may disclose the personal information to an agent for public accounting services.

Where an outsourced service requires the disclosure of personal information to an overseas recipient, we take care to ensure that other third parties outside of Australia to whom we disclose personal information are subject to contractual obligations relating to privacy and the handling of your personal information and can only use the information for the purposes stipulated by us.

In providing our services to you, we utilise various cloud computing systems which may be based outside of Australia and we rely on their security measures. We also store client information in a data server managed in Sydney Australia, which may be subject to Australian privacy law.

By engaging with us you agree and provide authority for us to use the Australian Taxation Office tax agent portal and other secure electronic portals to access, store and distribute your personal and other information.

If your personal information is disclosed to CPA Australia for the purpose of conducting a CPA Australia Best Practice Program assessment on the services provided, personal information will be handled by CPA Australia as outlined in the [CPA Australia Privacy Policy](#).

Confidentiality

We have an ethical duty of confidentiality, which means we must not share or disclose your details of this engagement to anyone, except as otherwise specified in this clause, without your consent unless required to by law.

We may disclose your personal and confidential information details, as part of our working papers of the services provided to you to CPA Australia Ltd, (if requested) for the purposes of conducting a CPA Australia Best Practice Program assessment aimed at maintaining high industry professional standards. Any such disclosure of confidential information does not change any of our commitments to safeguard your information, and the information remains subject to any existing confidentiality obligations. We advise you that by signing the engagement letter you acknowledge, our engagement files relating to this assessment will be made available under this program.

Professional Indemnity Insurance

We hold professional indemnity insurance of at least the minimum amount prescribed in the CPA Australia Ltd By-Laws or as required by law.

Ownership of documents

All original documents obtained from you arising from the engagement shall remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Where our engagement results in the production of Financial Statements and Income Tax Returns, ownership of these documents will vest in you. All other documents produced by us that resulted from our skill and attention and in respect of this engagement will remain the property of the firm, subject to any statutory obligations.

We reserve the right to exercise a lien over any client documents in our possession in the event of a dispute.

Subject to the payment of all outstanding professional fees and disbursements owing to us, we will provide you with materials produced by us for you in the event you engage the services of another practitioner and the materials are required by your new practitioner.

Financial advice

We do not hold an Australian Financial Services Licence and accordingly we cannot provide you with financial product advice. Any advice provided to you including on taxation or superannuation issues is not intended to constitute financial product advice.

Before making any investments or considering any financial products you should seek advice from a fully licenced financial advisor.

Benefit of advice

Unless otherwise specifically stated in the Engagement Letter, any advice or opinion relating to the Services is provided solely for your benefit and may not be disclosed in any way, including any publication on any electronic media, to any other party and is not to be relied upon by any other party.

During the supply of our services, we may supply oral, draft or interim advice, reports or presentations but in such circumstances our written advice or final written report shall take precedence. No reliance should be placed by you on any oral, draft or interim advice, reports or presentations. Where you wish to rely on oral advice or an oral presentation, you shall inform us and we will provide documentary confirmation of the advice.

Francis A Jones shall not be under any obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.

Electronic communication and storage

If you ask us to transmit any document to you electronically, you agree to release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by the transmission (including by any computer virus).

You may not rely on electronically transmitted advice or opinion unless it is subsequently confirmed by a letter signed by a partner or authorised signatory of Francis A Jones.

Third party involvement

We may from time to time engage third party specialist professionals and other public practitioners, where warranted to obtain the advice you need or to assist us to provide our service to you. These may include cloud service providers and outsourced service providers.

We will seek your consent if third party involvement is likely to exceed the fixed price (if applicable).

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of outsourced services as described above.

We may rely on information compiled and provided by third parties. We do not take responsibility for third party information and you agree that we cannot be held responsible for relying on third party information as part of this engagement.

Fees, expenses, payment terms and trust monies

Any fees quoted in the Engagement Letter or separately quoted in a fee letter will remain in force until 30 June and we may increase fees for work continuing past that date. We review our fees and charge rates at least annually.

If no method is specified, our fees will be calculated on a time-cost basis at our prevailing hourly rates which are available upon request.

Out-of-pocket expenses incurred in connection with the engagement will be charged to you.

Accounts are to be paid within 14 days of the billing date. If they are not paid by this date, we may suspend provision of services until the outstanding fees are paid in full, as well as taking legal action for recovery.

You agree that we are entitled to charge you interest at a rate of 10% per annum in the event of a late payment of any fee outstanding calculated from the invoice due date until the date of payment, as well as any costs we incur including legal costs or debt collection commissions, in collecting full payment from you.

Where fees for services are to be paid by direct debit at agreed intervals, you will be required to provide a valid direct debit authority.

We reserve the right to request that fees be paid in advance of performing any work.

If the engagement involves the use of trust monies, we will manage those funds in accordance with APES 310 Client Monies and as authorised by you in the Trust Account Authority Letter (if applicable) or as otherwise instructed by you.

Personal liability for our fees

By accepting these Terms, you, being the individual person or persons that control any of the entities that form part of our engagement with you, agree to be personally and jointly and severally liable for our fees. This is regardless of whether the fees relate to you as an individual, a director or trustee, or to an entity that is part of your financial group.

Problem resolution

If at any time you would like to discuss with us how our Services can be improved or if you have a complaint about them, you are invited to telephone the partner or director identified in the Engagement Letter. We will investigate any complaint promptly and do what we can to resolve the difficulties.

If the problem cannot be resolved, the parties agree to enter into mediation, or some other form of alternative dispute resolution, before commencing legal proceedings.

In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of the Services until such time as the dispute is

resolved or the fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of suspension.

Termination of Agreement

Each of us may terminate this Agreement if: the other commits any material or persistent breach of its obligations under this Agreement, or the other becomes insolvent, or the Services are suspended as a result of outstanding fees.

Termination must be effected by written notice served on the other.

Francis A Jones may terminate this Agreement immediately by providing written notice to you if there has been a change of law, rule, regulation or professional standard or a change in circumstance that would cause the continued provision of these Services under this Agreement to violate such law, rule, regulation or professional standard or would otherwise, in the reasonable opinion of Francis A Jones, prejudice Francis A Jones's ability to comply with any applicable independence requirement.

Termination under this clause shall be without prejudice to any rights that may have accrued for either of us before termination and all sums due to us shall become payable in full when termination takes effect.

Professional Standards Scheme and limitation of liability

We participate in the CPA Australia Ltd Professional Standards Scheme (Scheme), which facilitates the improvement of professional standards to protect consumers and may limit our liability to you in a cause of action.

The Scheme applies to professional accounting services including accounting, bookkeeping, taxation, auditing and assurance, insolvency and corporate reconstruction, management accounting, management consulting, forensic accounting, valuation services.

Indemnities

You agree to indemnify and hold harmless Francis A Jones against any and all losses, claims, costs, expenses, actions, demands, damages, liabilities or any other proceedings, whatsoever incurred by Francis A Jones in respect of any claim by a third party arising from or connected to any breach by you of your obligations under this Agreement.

To the extent permitted by law, you agree that to the extent that any loss or damage suffered by you is attributable to negligence, fault or lack of care on your part or on the part of any person for whom you are responsible, Francis A Jones is not liable (in contract, tort or otherwise) for the loss or damage.

Francis A Jones shall not be liable for any losses, claims, expenses, actions, demands, damages, liabilities or any other proceedings arising out of reliance on any information provided by you or any of your representatives, which is false, misleading or incomplete. You agree to indemnify and hold harmless Francis A Jones from any such liabilities we may have to you or any third party as a result of reliance by Francis A Jones

on any information provided by you or any of your representatives, which is false, misleading or incomplete.

Where Francis A Jones provide payroll processing services you understand that this does not include workplace relations advice and you expressly indemnify Francis A Jones from any losses, fines, damages or accessorial liability as a result of any employee or industrial dispute.

Force majeure

If the performance of this Agreement by a party, is prevented or restricted by reason of fire, storm, flood, earthquake, war, labour dispute, transportation embargo, law, order, or directive of any government in matters relating to this Agreement, or any other act or condition beyond the reasonable control of that party, then the party is excused from such performance to the extent of the same, but will use their best efforts to avoid or remove the causes of non- performance and to cure and complete performance with the utmost dispatch.

Reliance on Advice

You acknowledge and agree that any advice, recommendations, information or work product provided to you by Francis A Jones in connection with this engagement is for your sole use. You agree that if you make such advice, recommendations, information or work product available to any third party, you will notify such third party, in writing, that Francis A Jones's advice, recommendations, information and work product is for your sole benefit based on the specific facts and circumstances and the scope of Francis A Jones's engagement with you and is not intended to be relied upon by any other person. In the event of a claim by any third party relating to our services under this engagement that arises out of a breach by you or any of your personnel of this paragraph, you agree to indemnify and hold harmless Francis A Jones and our personnel from all such claims, liabilities, costs and expenses (including legal fees and disbursements).