

## OUR AGREEMENT – STANDARD AGREEMENT FOR MAINTENANCE OF A REGISTERED OFFICE SCOPE - TERMS OF ENGAGEMENT – ENGAGEMENT AUTHORISATION

This agreement is between Equibrato Pty Limited trading as Signor Chartered Accountants (“We” or “Us” or “Our”) and you, the entities listed at 1.2 below.

This agreement sets out the services to be provided, the obligations and duties of each party in respect to our services engagement with you. Our agreement consists of three sections referred to as the Scope, Terms of Engagement, and Engagement Authorisation and are to be considered in the singular as our whole agreement with you (Our Agreement).

### SCOPE

#### 1 Scope, Purpose and Output of the engagement

1.1 The following scope forms part of our agreement with you. This scope is to be read in conjunction with our terms of engagement and engagement authorisation and collectively is referred to as our agreement with you.

1.2 Entities included within this engagement are (where there is more than one entity collectively referred to as the Group):

Entity Name	Entity Type
Company Client of Signor Chartered Accountants	Company

1.3 Each entity listed above engages us on the followings terms and is bound by the terms of this agreement. All listed entities are jointly and severally liable to pay our fees, regardless of which entity member those fees are addressed to, and regardless of which entity member received the benefit of the work performed.

1.4 Our services will be provided on a fee for service basis.

1.5 Our engagement term (the dates that this agreement is effective for both you and us) will commence on the date of the completed and returned Engagement Authorisation, with the first financial year or period within our agreement for which we will be responsible for as outlined within this scope section. Prior financial years or periods are not included as part of this engagement unless specifically agreed by us.

1.6 Our engagement term and this agreement will continue with no end date and will continue to apply to work carried out by us for any subsequent financial year or period where there is no substantial change to the agreed upon scope or unless terminated in accordance with this agreement or it is necessary to provide an updated agreement. Our agreement is reviewed annually to ensure that it is in line with accepted business practice.

1.7 The scope and output of our engagement will include services performed from the date of signing the engagement authorisation, covering the entities listed above and will include:

##### 1.7.1 Corporate Secretarial Services (SEC):

1.7.1.1 Company secretarial services including:

1.7.1.1.1 Maintenance and storage of the company’s registered office and company register at our premises.

1.7.1.1.2 Downloading and corresponding with the company director(s) on all company information from the ASIC database records.

1.7.1.1.3 Preparation and lodgement of company forms required to notify ASIC of all changes to company officeholder(s), member(s) and company information.

1.7.1.1.4 Reviewing and checking the accuracy of the Annual Company Statement.

1.8 The period of this agreement is 1 July to 30 June each year (our agreement term)

1.9 The scope of our engagement will be limited to performance of only the services listed above.

1.10 The output listed above will be prepared exclusively for distribution to the entities listed above, to assist in their compliance requirements with the Australian Taxation Office (ATO), Australian Securities and Investment Commission (ASIC) and to provide information and advice to management only. We do not accept responsibility to any other

person for the content of our agreed upon output. The output shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our reports may include a disclaimer to this effect.

- 1.11 The above services will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of our procedures and services will be limited exclusively for this purpose only. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed.
- 1.12 Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention. Our firm is not being engaged to conduct any audit or review of the financial records and will not express an opinion as to the truth and fairness of the financial information provided to us.
- 1.13 We consider that we have the necessary expertise to perform the services covered by our engagement. However, any change to the scope of our engagement may require us to reconsider the terms of our agreement and/or make new arrangements with you.
- 1.14 If the scope does not meet your requirements or you would like to discuss the scope with us further or you wish to change the scope of our instructions, please contact us as soon as possible.

## **2 Fees**

- 2.1 Our services will be provided on a fee for service basis.
- 2.2 Our fee for the services outlined within the scope follows (all amounts are inclusive of GST):

1 Company	\$693.00
2 – 3 Companies within your group	\$635.25 per company
> 3 Companies within your group	\$577.50 per company

- 2.3 Our fees are generally billed at the beginning of the agreement term and our memorandum of fees will be issued in July each year.
- 2.4 Our terms are 14 days from the date of our invoice.
- 2.5 If you do not make payment within our terms, we may charge interest on unpaid accounts at our current bank overdraft rate, which shall accrue daily on the total amount outstanding from the due date to the date of payment in full (including after judgment).
- 2.6 If payment is outstanding for 14 days after the due date, we may suspend performance of our services to you on credit until the date of payment in full.
- 2.7 You must pay our costs of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under our agreement but not limited to:
- 2.7.1 Legal costs, as between solicitor and client.
- 2.7.2 Our reasonable administration and other expenses incurred by us in relation to the recovery or attempted charges for the recovery of an unpaid amount; and
- 2.7.3 Third party debt collection expenses incurred by us.
- 2.8 Any failure or delay by us to charge interest on an unpaid amount or to exercise any of our other rights will not operate as a waiver of those rights.

## TERMS OF ENGAGEMENT

- 1 The following terms of engagement form part of our agreement with you. These terms of engagement are to be read in conjunction with our scope and engagement authorisation and collectively is referred to as our agreement with you.
- 2 You confirm that you, and any other person you nominate in writing from time to time (provided we have acknowledged such nomination), are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.
- 3 If we are acting for a business, and we receive conflicting advice, information or instructions from different persons, we may refer the matter to the board of directors, partners or proprietors (as applicable) and act only as requested by them.
- 4 We will advise you and your spouse or partner on the basis that you are a combined or family unit with shared interests. We may deal with either of you or may discuss with either of you the affairs of the other. If you wish to change these arrangements, please advise us accordingly.
- 5 We may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.
- 6 Our engagement commences as soon as you return this completed and signed agreement as per the completed and signed engagement authorisation.
- 7 In addition to any other rights you might have, you can terminate this agreement at any time by telling us in writing. We also reserve the right to do so by providing you with 14 days' written notice.
- 8 If either you or we terminate this agreement, the provisions of clause 16 (Ownership of documents) and 18 (Staff and contractors) will apply.
- 9 Our engagement is governed by the state of New South Wales. The courts sitting in that state will have non-exclusive jurisdiction in relation to any dispute between us.

### 10 Your disclosure and record keeping obligations, and responsibilities

- 10.1 You are required by law to keep full and accurate records relating to your tax and accounting affairs.
- 10.2 You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.
- 10.3 It is also expected that, in respect of individual income tax returns, each person will have the necessary documents to comply with the substantiation provisions of the Income Tax Assessment Act.
- 10.4 For entities engaged in business operations and in compliance with 10.1 above we generally require the following to ensure we can provide the agreed upon services, unless otherwise agreed:
  - 10.4.1 In-house bookkeeping for all entities is maintained on a regular basis. We would recommend this function be performed weekly or some other mutually agreed upon time.
  - 10.4.2 Reconciliations of bank accounts, debtors, and creditors are performed at the end of each calendar month.
  - 10.4.3 A stocktake, if applicable, will be performed, on or around 30 June each year.
- 10.5 By engaging us to compile financial reports, you acknowledge that the reliability, accuracy and completeness of the accounting records are your responsibility and that you have disclosed to us all material and relevant information. You will have the following responsibilities:
  - 10.5.1 Responsibility for the form and content of the financial information in accordance with an applicable financial reporting framework that is acceptable in view of the intended use of the financial statements and the intended users.
  - 10.5.2 Responsibility for the reliability, accuracy and completeness of the accounting records and disclosures you provide to us for the purpose of compiling the financial statements.
  - 10.5.3 Responsibility for the judgements needed in the preparation and presentation of the financial statements, including those for which we may aid during a compilation engagement.
- 10.6 We will endeavour to ensure that authorised forms, returns, or other documents are lodged by the due dates and will advise you when documentation should be provided to us. If you are late in providing information, we will do our best to meet the due dates, but we will not be responsible for any late lodgement penalties or interest charges you may incur.

- 10.7 It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work contemplated under this agreement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within 14 days or any other mutually agreed time. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees. We will not verify the underlying accuracy or completeness of information you provide to us.
- 10.8 You are also required to advise us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our services. Specifically, if any subsequent events result in the information you provided to us being inaccurate, incomplete or misleading, then you are obliged to advise us as soon as possible. We take no responsibility to the extent that our advice is inaccurate, incomplete or misleading because it is based on inaccurate, incomplete or misleading information being provided to us.
- 10.9 By accepting this agreement, you will be taken to have agreed that the performance of our services is dependent on the performance of your obligations relating to disclosure and record keeping.
- 10.10 The Taxation Administration Act 1953 contains specific provisions that may provide you with “safe harbours” from administrative penalties for incorrect or late lodgement of returns if, amongst other things, you give us “all relevant taxation information” in a timely manner (the safe harbour provisions apply from 1 March 2010). Accordingly, it is to your advantage that all relevant information is disclosed to us as any failure by you to provide this information may affect your ability to rely on the “safe harbour” provisions and will be considered in determining the extent to which we have discharged our obligations to you.
- 10.11 You are also required to advise us if you become aware of any conflict of interest or potential conflict of interest. Generally, a conflict of interest is any event which may result in us becoming unable to remain objective in the performance of our services to you. Some examples of events which could give rise to a conflict of interest or potential conflict of interest during this agreement are changes to your business circumstances, events affecting your family (e.g. death and/or marriage breakdown) or a legal action commencing against you.

## **11 Your rights and obligations under the taxation laws**

- 11.1 You have certain rights under the taxation laws, including the right to seek a private ruling from the ATO or to appeal or object against a decision made by the Commissioner. As relevant, we will provide further information to you concerning your rights under the Australian taxation laws during the conduct of our engagement contemplated by these terms.
- 11.2 You also have certain obligations under the Australian taxation laws, such as the obligation to keep proper records and the obligation to lodge returns by the due date.
- 11.3 When engaging us to provide taxation services, you agree as follows:
- 11.3.1 You are responsible for the accuracy and completeness of the particulars and information provided to us.
- 11.3.2 Any advice we provide is only an opinion based on our knowledge of your circumstances.
- 11.3.3 You have obligations under the self-assessment regime to keep full and proper records to facilitate the preparation of accurate taxation returns.
- 11.3.4 We cannot provide taxation services if we find that information on which those services are to be based contain false or misleading information, or omit material information, and you are not prepared to appropriately amend that information.

## **12 Our obligation to comply with the law**

- 12.1 We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law even if that may require us to act in a manner that may be contrary to your interests. For example, we could not lodge an income tax return for you that we knew to be false in a material aspect.
- 12.2 We also have an obligation to ensure that we manage conflicts of interest as they arise. In this regard, we have arrangements in place to ensure that we manage potential or actual conflict of interest. The effective operation of these arrangements depends, in part, on you complying with your obligation to disclose any potential conflicts of interest to us (see section 5 above).
- 12.3 Unless otherwise stated, this opinion is based on the Australian tax law in force and the practice of the ATO applicable as at the date of these terms.

- 12.4 Our advice and/or services will be based on Australian taxation law in force at the date of the provision of the advice and/or services. It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage. We note that Australian taxation laws are often subject to frequent change and our advice will not be updated unless specifically requested by you at the time of the change in law or announced change in law.
- 12.5 During the performance of our work under this agreement, we may detect conduct or a transaction that is considered to constitute non-compliance with laws or regulations (NOCLAR), which has a material effect on any documents or information that might be required to be provided to a regulatory authority (RA), such as the ATO or ASIC. If we detect any NOCLAR, we may have an ethical requirement to make a disclosure to a RA. We will follow a formal process which will include advising you of our concerns, and if necessary, seeking legal advice. If we do seek legal advice, we reserve the right to ask you to pay or reimburse us for our reasonable costs. If we are required to make a disclosure to a RA, you agree to forever release us from any claim for costs or losses you incur in responding to or dealing with anything that arises from our disclosure.
- 12.6 We are required to hold an Australian Financial Services Licence (AFSL) or be an authorised representative of the holder of an AFSL, to provide you with certain types of advice in relation to superannuation. This includes any advice, recommendation or opinion that is intended to influence you in making any decision in relation to superannuation (including whether to establish, contribute to or draw benefits from a superannuation fund, or any investment decision by a superannuation trustee), or that could reasonably be regarded as being intended to have such an influence (Financial Advice).
- 12.7 We are not authorised under an AFSL to provide Financial Advice.

### **13 Limitation of liability**

- 13.1 Our liability may be limited by a scheme approved under Professional Standards Legislation. Further information on schemes is available from the Professional Standards Councils' website:  
<http://www.professionalstandardscouncil.gov.au>.
- 13.2 You agree not to bring any claim against any of our directors, principals or employees in their personal capacity.
- 13.3 To the maximum extent permitted by law, we are not liable to you for:
- 13.3.1 indirect, special or consequential losses or damages of any kind; or
  - 13.3.2 liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.
- 13.4 You agree that we will predominantly correspond with you via email, in accordance with our client communication policy, unless you expressly request otherwise. Where documents are transmitted electronically, you agree to release us from any claim you may have because of any unauthorised copying, reading, or interference with that document after transmission, for any delay or non-delivery of any document and for any damage (including computer viruses) caused to you by the transmission.
- 13.5 To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.
- 13.6 You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.
- 13.7 We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.
- 13.8 Our advice and information are for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed that a specified third party may rely on our work.

### **14 Confidentiality and Privacy**

- 14.1 We will not disclose any information relating to your affairs to any third party without your consent, unless required by law. You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of certain confidential information. If you do so, we will have permission to disclose the relevant information accordingly, in the performance of our services, unless you instruct us otherwise in writing.

- 14.2 We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of the Institute of Chartered Accountants which monitors compliance with professional standards by its members. We advise you that by accepting our agreement you acknowledge that, if requested, our files relating to this agreement will be made available under this program. Should this occur, we will promptly advise you.
- 14.3 We will take all reasonable precautions to ensure that any electronic data that contains your private information is securely stored and that any email transmissions are protected and are not able to be intercepted by third parties. However, we cannot be held liable for any loss that you might incur because of any third-party intervention that accesses, procures or copies any data that contains your private information from any medium or device we use to store or transmit such information. If, despite our firm having taken reasonable precautions to securely store your private information, you suffer any losses arising from unauthorised cyber-activity, you agree to forever release us from any claim for your losses.
- 14.4 We may retain your private information during and after our engagement to comply with our legal requirements or as part of our regular computer server network maintenance back-up and archiving practices. We will continue to hold such information confidentially.
- 14.5 You must make all necessary notifications and obtain any necessary consents for us to process personal information you provide to us. We collect and use that personal information for the purposes of providing the services described in the engagement letter to you. Our privacy policy provides further details of our privacy practices.

## **15 Outsourced professional services and third-party responsibilities**

- 15.1 We use the services of third-party contractors and cloud computing service providers to assist in performance of the services we are engaged to perform, or we are unable to provide the required service.
- 15.2 Where SMSF Administration services are included within our scope, we confirm that an audit of your SMSF is required and that our firm is unable to provide this service.
- 15.3 We have engaged Evolv Auditors (SMSF auditors) to perform the necessary auditing service to you and confirm that the Evolv audit costs will be in addition to our fee quoted and have not been included within this agreement.
- 15.4 Where SMSF Administration services are included within our scope, we will provide the accounting records and source documents in a suitable format together with draft financial reports to enable the SMSF auditor to form an opinion on:
- 15.4.1 The underlying accounting records are reliable and adequate as a basis for the preparation of the financial statements; and
- 15.4.2 The financial position of the SMSF at balance date and the results for the year then ended are properly disclosed in the financial statements; and
- 15.4.3 Compliance with certain aspects of SIS Act & Regs.
- 15.5 Where bookkeeping, activity statement and/or income taxation preparation services are included within our scope, and to assist with the output of our agreed upon services, we may engage the services of Odyssey Resources Limited (ORL).
- 15.6 Our firm has entered into an agreement for services with ORL after assessing the requirements outlined within GN 30 Outsourced Services issued by the APESB and the relevant Tax Practitioners Board guidance.
- 15.7 Our agreement with ORL and our firm's policies and procedures comply with all Australian requirements as outlined within these terms, with respect to confidentiality, privacy, and data security and protection.
- 15.8 We confirm that the services of ORL are provided from their operations centre in HCM City, Vietnam and that all correspondence between our firm and ORL is via a secure members login facility provided by ORL and password encrypted email messaging.
- 15.9 By accepting this agreement, you will also provide your consent to disclose any of your necessary confidential information or otherwise to both our firm and ORL in accordance with this agreement to fulfil our scope and output listed above.
- 15.10 We confirm and acknowledge that all services provided by ORL will form part of our services to you and therefore the responsibility of all output under this agreement will remain with our firm only.

15.11 From time to time, our firm and our third-party contractors may engage external IT service providers (including in relation to “cloud computing” services) in the performance of services under this engagement.

15.12 A list of external service providers and cloud computing services currently used by our firm, to whom client information will or may be disclosed, is as follows:

- 15.12.1 MYOB Australia Pty Ltd
- 15.12.2 Xero Australia Pty Ltd
- 15.12.3 Class Super Pty Ltd
- 15.12.4 CCH Australia Ltd
- 15.12.5 Proset Group Pty Ltd
- 15.12.6 Evolv Super Audits
- 15.12.7 Odyssey Resources Limited

15.13 We will notify you of any change to this list from time to time.

15.14 To perform our services, we may provide these third parties with access to your data to the extent this is required.

15.15 Unless otherwise disclosed, your data will be stored in servers physically located in Australia and in accordance with the security practices of the third-party service provider and our Privacy Policy.

## **16 Ownership of documents**

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

16.2 Our engagement will result in the output as outlined within the scope section above. Ownership of these documents will vest in you. All other documents produced by us in respect of this agreement will remain our property.

16.3 We have a policy of exploring a legal right of lien over any of your documents in our possession in the event of a dispute between us. We have also established dispute resolution processes, details of which are available on request.

## **17 Computer hardware and software requirements**

17.1 Should you engage our services, you agree to provide us with access to any necessary computer hardware or suitable networking environment to perform our services, or any other access and work environment as mutually agreed.

17.2 You will be required to licence an appropriate accounting software product as consulted with us and will maintain all licences and ensure that the most relevant version of the applicable accounting software is available as required and determined by us.

17.3 You will provide appropriate backup and security of all your accounting data as required and is per the industry best practice.

17.4 Our services cannot be relied upon to minimise the risk of information loss due to faulty computer hardware or software.

## **18 Staff and contractors**

18.1 We may from time to time utilise different employees and/or contractors to carry out our agreement with you.

18.2 You must not during the term of our agreement or for a period 12 months after the expiration or termination of our ongoing agreement, without the prior written consent of us, employ or engage the services of or offer to employ or engage the services of any entity involved in the performance of our services as outlined above.

## **19 Timetable**

19.1 Our services will be performed in accordance with a timetable agreed with you.

19.2 Our timetable of services has been developed to facilitate many engagements to be completed within a fixed period.

19.3 We always work to ensure that your income tax return and, if applicable, activity statement is completed and lodged within the due dates issued by the ATO but are unable to guarantee this if any information or request for further information is returned to our office outside of our agreed upon timetable.

<b>20 Your acceptance of the scope and terms of engagement</b>
--

20.1 This agreement sets out the basis on which we will act for you.

20.2 We thank you for the opportunity to assist you in your taxation and accounting affairs and ask that you have all entities please sign the engagement authorisation were indicated and return to us to indicate your acceptance of this agreement.

20.3 We note again that we are unable to perform any work for you until we receive the signed engagement authorisation.



<b>Engagement authorisation</b>
---------------------------------

- 1 The following engagement authorisation forms part of our agreement with you. This engagement authorisation is to be read in conjunction with our scope and terms of engagement and collectively is referred to as our agreement with you.
- 2 Payment of our annual invoice will indicate acceptance of our agreement.