

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 within the section headed Scope 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, engagement authorisation, and associated schedules 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) are outlined within **Schedule 1 – You and Your Entities**.
- 1.3 Each entity listed at Schedule 1 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 in Schedule 1 and will include all services listed in **Schedule 2 – Scope, Purpose and Output of the engagement**.
- 1.8 Our advice will cover **only** Australian income tax provisions and goods & services tax provisions. It may also cover other taxes such as fringe benefits tax, stamp duty, land tax, payroll tax, or employee obligations such as workers compensation and superannuation guarantee charge if mutually agreed upon.
- 1.9 Where SMSF Administration services are included within our scope, our advice will also cover the relevant provisions of the Superannuation Industry Supervision Act 1993 and Regulations 1994 (SIS Act & Regs).
- 1.10 The scope of our engagement will be limited to performance of only the services listed in Schedule 2.
- 1.11 The output as outlined in Schedule 2 will be prepared exclusively for distribution to the entities listed at Schedule 1, 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.
- 1.12 The agreed upon 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.

- 1.13 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.
- 1.14 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 consider entering new arrangements with you.
- 1.15 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 Tax agent authorisation

- 2.1 By signing this agreement, you authorise us to act on your behalf with the Australian Taxation Office (ATO).
- 2.2 We acknowledge that the relevant Tax File Number (TFN) and Australian Business Number (ABN), if applicable, will be added to our tax agent client list.
- 2.3 Where we are engaged to provide payroll services, you agree to provide the necessary authority to ensure we are able comply with the timely lodgements of each single touch payroll event.
- 2.4 In accordance with our client communication policy, and unless agreed separately, you acknowledge and agree that all ATO communications are to be delivered electronically to us, so that we may effectively and efficiently process and communicate direct to you.
- 2.5 You agree and declare that we have the authority to receive the following communications digitally and that the following communication types are to be sent securely to our ATO inbox, in line with the ATO policies and processes:
 - 2.5.1 Income tax.
 - 2.5.2 Superannuation.
 - 2.5.3 Activity statement related communications.
 - 2.5.4 Debt.
 - 2.5.5 Employer and business obligations.

3 Fees

- 3.1 Our services will be provided on a fee for service basis.
- 3.2 Our fee for the services as per the agreed scope is outlined within **Schedule 3 – Fees**.
- 3.3 Where we agree to charge our service on an hourly rate or you request additional services not covered within our scope and we have mutually agreed to provide the requested service, then our fees will be charged at our standard hourly rate of \$209 per hour (GST inclusive).
- 3.4 We note that the quoted fees are based on our current instructions and that our fees are dependent on the nature and complexity of our engagement. If we become aware that the above fees need to change, or your instructions or other circumstances change, we will contact you as soon as practicable to discuss a revised fee and updated agreement.
- 3.5 Where our scope includes subsequent financial periods and our engagement term continues to apply for subsequent financial years or periods, we reserve the right to review Schedule 3 on an annual basis and apply any adjustments for our subsequent services that are necessary and in line with market forces and the consumer price index (CPI).
- 3.6 Each entity listed within Schedule 1 is jointly and severally liable to pay our fees in respect of all work performed for all members of the group. We may require that payment of our fees be guaranteed by one or more individuals who are associated with the entities but are not themselves our listed in Schedule 1 (for example, a company director). If you fail to provide a required guarantee, we may suspend our work or terminate this agreement.
- 3.7 We will charge you for any additional costs or disbursements we incur in relation to our engagement, including, but not limited to, the following:
 - 3.7.1 Audit and Actuarial Fees,
 - 3.7.2 Accounting Software Subscription Fees,
 - 3.7.3 Travel Costs,
 - 3.7.4 Stationery Costs, and
 - 3.7.5 Couriers.

- 3.8 Our fees are generally billed at the frequency outlined above or at the conclusion of the specific engagement. However, we reserve the right to issue interim fees should our specific engagement be in progress at the conclusion of any calendar month.
- 3.9 Where the agreed invoice frequency as per Schedule 3 is **not** annual, you have agreed to either a minimum term of 12 monthly or 4 quarterly invoices per invoice period (a fixed price agreement).
- 3.10 For the avoidance of doubt, the agreed invoice period will commence from the date that the first invoice is issued under this agreement and will cease upon the final invoice issued in accordance with the applicable invoice frequency (being either 12 or 4). The invoice period will correlate with, however is not identical to, the applicable financial year or period that our services are engaged for.
- 3.11 Each subsequent financial year we are engaged within the engagement term, will also simultaneously commence a new invoice period commitment in line with the agreed invoice frequency and this will automatically commence upon the finalisation of the previous invoice period and on the issue of the first invoice within the new invoice period.
- 3.12 Should our engagement terminate, in accordance with this agreement, part way through an invoice period, we will confirm our agreed services completed up to the date of termination. If necessary, a pro-rata adjustment will be made to the agreed invoice frequency in consideration of services already completed as at this time.
- 3.13 Our terms are 14 days from the date of our invoice.
- 3.14 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).
- 3.15 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.
- 3.16 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:
- 3.16.1 Legal costs, as between solicitor and client.
- 3.16.2 Our reasonable administration and other expenses incurred by us in relation to the recovery or attempted charges for the recovery of an unpaid amount.
- 3.16.3 Third party debt collection expenses incurred by us.
- 3.17 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 Our standard terms of engagement are available at:
<https://irp.cdn-website.com/0de371aa/files/uploaded/Standard%20Terms%20of%20Engagement.pdf>
- 2 These terms form part of our agreement with you.
- 3 This agreement sets out the basis on which we will act for you.
- 4 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.
- 5 We note again that we are unable to perform any work for you until we receive the signed engagement authorisation.

Engagement authorisation

- 1 The following engagement authorisation forms part of our agreement with you. This engagement authorisation is to be read in conjunction with our scope, terms of engagement and schedules and collectively is referred to as our agreement with you.
- 2 Please sign the declaration below and return to Signor Chartered Accountants to indicate acceptance of our agreement:

We, the parties named in the Schedule, confirm that we understand and agree to your agreement, and acknowledge our responsibilities as set out in the agreement.

Dated:

Companies:

Name	Signed
Company Client of Signor Chartered Accountants	Payment of our annual invoice will indicate acceptance of our agreement

SCHEDULE 1 – YOU AND YOUR ENTITIES

1 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

SCHEDULE 2 – SCOPE PURPOSE AND OUTPUT OF THE ENGAGEMENT
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- 1 The scope and output of our engagement will include services performed from the date of signing the engagement authorisation, covering the entities listed in Schedule 1 and will include:

1.1 Corporate Secretarial Services (SEC):
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- 1.1.1 Our agreement will cover your company secretarial including:
- 1.1.1.1 Maintenance and storage of the company's registered office and company register at our premises.
 - 1.1.1.2 Downloading and corresponding with the company director(s) on all company information from the ASIC database records.
 - 1.1.1.3 Preparation and lodgement of company forms required to notify ASIC of all changes to company officeholder(s), member(s) and company information.
 - 1.1.1.4 Reviewing and checking the accuracy of the Annual Company Statement.
- 1.2 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.

SCHEDULE 3 - FEES

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

2 Our fee for the services outlined within the scope follows (all amounts are inclusive of GST):

Company client related group	Invoice Amount
1 Company	\$726.00
2 – 3 Companies within your group	\$653.40 per company
> 3 Companies within your group	\$580.80 per company

3 Where we agree to charge our service on an hourly rate or you request additional services not covered within our scope and we have mutually agreed to provide the requested service, then our fees will be charged at our standard hourly rate of \$209 per hour (GST inclusive).