

Murphyco Chartered Accountant standard terms and conditions of engagement.

Legal Non-Assurance Engagements

This brochure, in electronic format, is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide.

Purpose, Scope and Out Put of the Engagement

The firm will provide Taxation, Accounting, Management services, Company Secretarial and Consulting/advice to the client (Clients include the individuals and any related parties) which will be conducted in accordance with the relevant professional and ethical standards issued by the

Accounting Professional & Ethical Standards Board Limited (APESB), and if applicable other appropriate legislation. The extent of our procedures will be limited exclusively for this purpose. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. 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.

The engagement will include the operations and procedures of the Client as agreed.

Our professional services are conducted and if required, any appropriate documentation will be prepared for distribution to the relevant specific organisation or party for the purpose specified in the report or as agreed. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

It is acknowledged that the Australian Taxation Office or other Legislative Organisations may contact our office in respect to a client's affairs. This may involve matters such as taxation queries, outstanding debts and administration matters. These are considered to be separate assignments and the clients authorise our firm to discuss matters with the relevant party. It may lead to additional professional services to be carried out which will be billed in accordance with our fee policy.

Responsibilities

In conducting this engagement, information acquired by us in the course of the engagement is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent.

We wish to advise that our firm's system of quality control has been established and maintained in accordance with the relevant APESB standards. As a result, our files may be subject to review as part of the quality control review program of Institute of Chartered Accountants which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement maybe requested as part of that review. Should this occur, we will advise you and you have the right to decline making your files available.

Clients are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. Clients are required to arrange for reasonable access by us to relevant individuals and documents, and shall

be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to the Client is only an opinion based on our knowledge of the Client's particular circumstances. If the matters are contentious or significantly complicated we may recommend that additional advice be obtained from a specialist. We actively engage tax and legal specialists to assist in these areas. If you do not understand the advice or its interpretation you should not act on that advice without clarification from the firm.

In respect of taxation services we note a taxpayer is responsible under self-assessment to keep full and proper records in order to facilitate the preparation of a correct returns and other related taxation forms and documents that are required. 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. Under the taxation legislation the return maybe subject to later review. Under the taxation law such a review may take place within a period of up to five (5) 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.

Compliance with taxation lodgement and payment requirements is the responsibility of the client. In such the client must ensure that we are provided the relevant information in a timely manner to allow for the appropriate work to be done to facilitate the preparation of the required documents and allow time for their review. If a client adopts and registers for MyGov and they include taxation we will may not receive any of the client's notices and as such they will be responsible for them.

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.

Period of Engagement

This engagement will start upon acceptance of the terms of engagement by the Client in line with this brochure. We will not deal with earlier periods unless the Client specifically asks us to do so and we agree.

Fees

The fee arrangement is based on the expected amount of time and the level of staff required to complete the taxation, accounting and management services as agreed. This fee arrangement may be subject to change if the following circumstances should occur:-

- Where information received was incorrect or incomplete
- You request additional services

Fee invoices will be issued in accordance with the work being undertaken and may include interim fees for the work undertaken to a point in time.

Limitation of Liability

Our liability is limited by a scheme approved under Professional Standards Legislation.

Further information on the scheme is available from the Professional Standards Councils'

website: <http://www.professionalstandardscouncil.gov.au>

Ownership of Documents

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

Our engagement will result in the production of various documents that are required appropriate to the services requested. In certain circumstances this may include electronic documents. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of the firm Murphyco Pty Ltd Chartered Accountant.

The firm has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute. The firm has also established dispute resolution processes.

Confirmation of Terms

Acceptance of our services in conjunction with this information brochure indicates that you understand and accept the arrangements. This information will be effective for future engagements unless we advise you of any change.