

Murphyco Chartered Accountant standard terms and conditions of engagement.

1. These terms and conditions apply to all services that we perform for you and any additional services WE may provide from time to time.

Our Obligations

2. WE will use all reasonable commercial efforts to complete the Services within any agreed specified timeframe. We will perform the Services with due care, competence and diligence.

Your Obligations

3. You will instruct us fully and in a timely fashion, giving us each of the following as they are ordinarily reasonably required to perform the Services: a. Information – we are entitled to rely on the accuracy of that information without independently verifying it. That Is so whether the Information is provided by you, your representatives, or your advisers; b. Access - to files, records and information technology systems, to premises and to the people (whether management or staff) with relevant skills and experience; c. Resources - you will provide (and designate to the assignment) all resources that are reasonably necessary to ensure timely approved and sign-off of all accounts and other deliverables. Where we Prepare Income Tax Returns and/or Prepare or Assist in the Preparation of Activity Statements

4. We will be responsible for the preparation and lodgement of your annual income tax return, including reviewing all assessments, instalment notices and correspondence with the Australian Taxation Office (ATO) in respect of the returns if and only if you provide us with the information to prepare the return well before the required ATO lodgement date. It is your responsibility to establish what lodgement date will apply to you each year.

5. Where requested, we will provide assistance at an appropriate level (having regard to your instructions and status of records) relating to preparation and/or lodgement of Instalment or Business Activity Statements (IAS/BAS). We will also process and assist with notices and correspondence with the ATO relating to these statements and reporting and payment obligations.

6. When requested, we will advise you in relation to income or goods and services tax matters, if a specific matter comes to our attention which we determine has the potential to materially impact on your taxation affairs, we will inform you so that further discussions may be initiated.

7. Whilst every care will be taken to provide the highest standard of professional advice you should be aware of the following: a. under the taxation law responsibility for the accuracy and completeness of Income tax returns and other returns and statements made to the ATO vests with the taxpayer and/or the officers of the taxpayer entity. b. Our taxation advice Is necessarily an opinion based on our knowledge of the particular circumstances. There are

limitations attaching to such tax advice and our expression of opinion should not be taken as an assertion of fact. c. Our advice will rely on our understanding of specific facts which will be provided by you or your agents. The accuracy and completeness of our advice is reliant on the accuracy and completeness of the underlying facts as provided. Where we prepare or assist in the preparation of Business Activity Statements (BAS) incorporating GST

8. Responsibility for accounting and internal GST control systems will be as follows: a. The responsibility for the maintenance of your accounting and internal GST control systems rest with you. We have not reviewed, nor been asked to review, your GST accounting records/software. b. You confirm that your GST accounting records/software will produce the necessary BAS summary information in an appropriate format for us to complete each of the labels in the GST calculation sheet on the BAS. Our engagement is limited to accepting your GST summary figures for BAS lodgement purposes. We will not verify the accuracy of the figures and information provided by you and you must bear full responsibility for them. c. To the extent we may be required to assist in summarizing records to assist in the preparation of BAS summary information, we will rely on and not verify the accuracy of records you have maintained from which summarized data is extracted.

9. We will rely on and process the financial information you provide to us without any review of the primary source documents. In doing that we will make the following specific assumptions: a. you have the necessary supporting documentation to assist the ATO for GST purposes (e.g. GST reconciliation worksheets). b. At the time of lodgement of your BAS, you hold valid tax invoices and adjustment notes for all expenditure incurred by you in respect to which an input tax credit or decreasing adjustment is being claimed, c. If your account for GST on a cash basis you have identified in the information provided to us, and will only claim, input tax credits in respect of expenditure you have actually paid during the relevant quarter of relevant period. Delays

10. When a particular assignment, task or instruction is to be completed within a specified timeframe, we will not be liable for any failure or delay in performing the services if that failure or delay arises from anything beyond our control - including the untimely performance by you of your obligations. In addition, we are entitled to review our fees and, if the delay is substantial, subject to completion of any statutory obligations, terminate this agreement.

Fees and Expenses

11. The consideration payable for any supply made or to be made under this agreement is exclusive of any goods and services tax ("GST"). If GST is payable on any supply made or to be made under this agreement you agree that the consideration payable for any such supply shall be increased by an amount equal to the amount of GST payable by us in relation to that supply.

12. If we are required (through a subpoena or any other legal process) to produce documents or attend court in relation to the services for judicial or administrative proceedings to which we are not a party, you shall reimburse us at standard billing rates for our professional time and expenses including reasonable legal fees, incurred in responding to such requests.

13. In addition to the fees, you agree to pay all reasonable outlays including (but not limited to) where required travel.

14. Where fees are subject to a fixed quote, we are entitled to review any fees quoted if you do not proceed with the specified engagement within 60 days of the quotation. Payment and Responsibility

15. You agree to pay fees and expenses within 14 days of the billing date. We reserve the right to perform no further work for you until all outstanding accounts are paid in full. We reserve the right to charge interest (calculated monthly in arrears) on all accounts outstanding in excess of the above 60 days, at the prevailing ATO benchmark Interest rate (General Interest Charge), and in addition, to charge any additional fees and costs associated with the collection of fees and other monies due in excess of ninety days. Ownership of Documents

16. The final deliverance (e.g. income tax returns, financial statements, etc) and any other documents which we are specifically engaged to prepare, together with any original documents given to us by you, shall be your property. Any other documents brought into existence by us, including general work papers and drafts, will remain our property at all times. Lien on Documents

17. If our services are terminated, we shall be entitled to retain all documentation that we have prepared or hold until payment in full of all outstanding fees. Confidentiality

18. Both we and you agree to take reasonable steps to maintain (within our respective organisations) the confidentiality of any proprietary or confidential information of the other, if you wish to provide a third party with copies of our reports (excluding financial reports) letters, information or advice, then we reserve the right to: a. Set the terms of which those copies are given or used; or b. Require the third party to enter into a direct relationship with us. Intellectual Property Rights

19. We retain all copyright (and other intellectual property rights) in everything it develops (or is involved in developing) either before or during the course of an engagement - including systems, methodologies, software and know-how. We also retain all copyright (and other intellectual property rights) in all reports, written advice or other deliverables we provide to you - although you will have the full right to use these materials within your own organization. If you wish to use these materials outside your own organization you must first get our written permission. Benefit of Advice

20. 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.

21. 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 this issue is contentious or may have a significant financial impact on you, please notify us at the time of seeking the advice to give us the opportunity to provide you with documentary confirmation of our advice.

22. WE shall not be under any obligation in any circumstances to update any advice or report, oral or written, for events occurring after the advice or report has been Issued in final form.
Electronic Mail

23. 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).

24. Where the advice provided by electronic mail is contentious, or may have a significant financial impact on you, no reliance will be placed on the electronic communication unless sent by a partner. Indemnity for Liability to Third Parties

25. You agree to indemnify us against all liabilities, claims, costs and expenses collectively referred to as "Loss" (Including any GST payable to us on amounts paid by you under this Indemnity) incurred by us in respect of any claim by a third party which is related to, arises out of, or is in any associated with our engagement. However, the indemnity does not apply to any loss in respect of any matters which are finally determined to have resulted from our negligent, wrongful or willful acts or omissions. Dispute Resolution

26. If at any time you would like to discuss with us how the Services can be improved, or if you have a complaint about them, you are invited to telephone either of our partners. We will investigate any complaint promptly and do what we can to resolve the difficulty.

27. If the problem cannot be resolved, we may at our own discretion elect to enter into mediation or some other form of alternative dispute resolution, or commence proceedings.

Contractual Limitation of Liability

28. Nothing in these Terms and Conditions excludes, restricts or modifies the application of any statute, including the Trades Practices Act, where to do so will contravene the statute or cause the term to be void.

29. If any representations, conditions or warranties are considered to be of Importance to you, you should ask that they be incorporated in a specific Engagement Letter before it is accepted by you. These Terms and Conditions, and the Engagement Letter, constitute the whole of the agreement covering our relationship, and we will not be liable for any statements, representations, or warranties (written or oral) which are not expressed contained in these documents. All warranties which may otherwise be Implied by statute, common law, or custom are expressly excluded.

30. You agree that in respect of any liability sustained by you in relation to this agreement: a. We will not be liable for any losses, claims, expenses, actions, demands, damages, liabilities or any other proceedings arising out of reliance on any information which is false, misleading or incomplete.

Termination of Agreement

31. Each of us may terminate this agreement if: a. the other commits any material or persistent breach of its obligations under this agreement (which in the case of a breach capable of remedy shall not have been remedied within fourteen days of receipt by the party in breach of a notice identifying the breach and requiring its remedy); or b. the other becomes insolvent.

32. 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. Termination for Non Provision of Information

33. Subject to any express written agreement to provide Services for a fixed term, we may terminate this agreement at our discretion if you do not present your information to us in a timely manner. In addition to termination of our services we may at our discretion delete you from our lodgement list with the Australian Taxation Office if we have not received information from you to allow us to prepare income tax returns on a timely basis.

Privacy

34. We respect your privacy. Any information regarding your details will not be passed on or sold to external entities.

Governing Law and Jurisdiction

35. All aspects of the Services and the Engagement Letter are governed by and construed in accordance with, the laws of the state of Queensland. Both you and we irrevocably submit to the exclusive jurisdiction of the Court of the state of Queensland.

Severance

36. If any provision or part provision of this agreement is found to be illegal, unenforceable or otherwise invalid then, despite that invalidity: a. this agreement will remain in full force and effect; and b. that provision will be deemed to be deleted and substituted by a valid one which in its economic effect comes so close to the invalid provision that it can be reasonably assumed that the parties would have contracted also with this new provision.

Variation and Survival

37. This agreement may be varied by written agreement of the parties. Provisions of this agreement that are capable of having effect will survive its termination.



Miscellaneous

38. We will provide the Services as an independent contractor. Nothing shall be construed to create a partnership, Joint venture or other relationship, including the creation of a fiduciary relationship or duty. No party has the right, power or authority to oblige or bind the other In any manner.

Parties to Agreement

39. A reference to "you" in this agreement represents your legal trading entity or commercial activity In which you have or represented to have direct or indirect control.

40. A reference to WE in this agreement Includes all parties jointly and severally who have the right to and practice in the name of Murphyco.