

This document contains the standard terms and conditions for the services provided by Hartman-Cox Chartered Accountants (herein referred to as 'Hartman-Cox'). We advise that is an important document which we recommend you keep secure in a secure location.

1. HARTMAN-COX SERVICES

- 1.1. Hartman-Cox shall provide services as set out in this document and our engagement letter.
- 1.2. Hartman-Cox shall maintain professional competence and will exercise due care and sound judgment and skill in the performance of work undertaken on your behalf.
- 1.3. Hartman-Cox shall at all times safeguard your interests while providing such services and shall act in accordance with applicable technical and professional standards.
- 1.4. Hartman-Cox shall at all times remain objective and impartial and shall recommend options and alternatives to you that meet your needs, consistent with legal requirements.
- 1.5. You acknowledge that Hartman-Cox is under no obligation to update any advice or report (oral or written) for events occurring after the advice or report has been issued in its final form.

2. COMMUNICATION

- 2.1. Hartman-Cox shall maintain open, frank and effective communications with you. In this regard:
 - 2.1.1. Hartman-Cox shall, where appropriate having regard to the agreed scope of work, advise you of your rights, obligations and options available under the Taxation Law; and
 - 2.1.2. In the context of the Taxation Services requested, shall advise you on the application of the Taxation Law, including any possible penalties and other legal tax consequences, so as to allow you to make an informed decision on the course of action to be taken.

3. YOUR OBLIGATIONS

- 3.1. Hartman-Cox advises you that you are solely responsible for the information contained in your Statutory Return and that you must retain all necessary supporting documentation to validate your transaction. You acknowledge that you are solely responsible for the maintenance and keeping of records and books of account. Hartman-Cox will not take responsibility for any failure on your behalf to maintain adequate records.
- 3.2. You shall promptly provide Hartman-Cox with all information reasonably required for the proper performance of the engagement, sufficient to allow Hartman-Cox to form a view as to the application of the law to that information and to be able to recommend the options available to you on how the information provided may be reflected in the relevant return or other document to be lodged.
 - 3.2.1. You acknowledge that this includes information and access to appropriate staff members, records, information systems, technology on site and premises.
 - 3.2.2. You acknowledge that Hartman-Cox may accept the information provided by you and is not responsible for its veracity.
- 3.3. You acknowledge that a failure or delay in providing Hartman-Cox with the appropriate information required may result in an increase in any cost estimate that may have been provided to you.

- 3.4. You must sign and return to Hartman-Cox the statement provided to you by Hartman-Cox, acknowledging that:
 - 3.4.1. the responsibility for the accuracy and completeness of the particulars and information provided by you to Hartman-Cox, rests with you;
 - 3.4.2. any advice given to you by Hartman-Cox is only an opinion based on Hartman-Cox's knowledge of your particular circumstances; and
 - 3.4.3. as a taxpayer, you are under an obligation to keep full and proper records in order to facilitate the preparation of accurate returns.
- 3.5. You acknowledge that any advice or opinion relating to the engagement is provided by Hartman-Cox for your sole benefit alone and may not be disclosed in any way, including by publication on any electronic media, to any third party and is not to be relied upon by any third party.

4. CONFIDENTIALITY

- 4.1. During the course of the engagement, you and Hartman-Cox may be exposed to or acquire information relating to the other party that is confidential.
- 4.2. You shall hold such confidential information in strict confidence and agree that you will not disclose any such information to any third parties or organisations, except if under a legal obligation to do so.
- 4.3. Hartman-Cox shall not use your confidential information for any purpose other than the proper performance of professional work undertaken on your behalf.
- 4.4. Unless under a legal obligation to do so, Hartman-Cox shall not disclose confidential information relating to your affairs without your permission.
 - 4.4.1. You acknowledge that where you grant Hartman-Cox permission to disclose confidential information to a third party, such permission must be given in writing.
 - 4.4.2. In the event Hartman-Cox provides confidential information to a third party in accordance with a legal obligation to do so, Hartman-Cox shall notify you of such disclosure, providing there is no legal obligation against such notification.
- 4.5. Hartman-Cox's files may be subject to review as part of the quality control review program of the ICAA. You agree to and acknowledge that if requested, Hartman-Cox's files relating to this engagement will be made available under this program.

5. PROFESSIONAL FEES

- 5.1. Hartman-Cox's professional fees are determined based on time, degree of skill and expertise necessary to complete the services required by you, including outlays and statutory charges.
- 5.2. Hartman-Cox's hourly rate differs for differing levels of staff in order to reflect the different levels of experience and training of different staff members.
- 5.3. Hartman-Cox advises that rates may be subject to change during the engagement and that if this occurs and results in any material impact on fees then Hartman-Cox will advise you in advance.
- 5.4. As stated in paragraph 3.3., a delay providing or failing to provide Hartman-Cox with the appropriate information required, may result in an increase in any cost estimate that may have been provided to you.
- 5.5. Terms of payment of Hartman-Cox accounts are strictly fourteen (14) days from the date of the issue of the account. Hartman-Cox reserves the right to charge interest on all accounts outstanding in excess of the above fourteen (14) days, at the prevailing ATO benchmark interest rate.

6. GOODS AND SERVICES TAX ('GST')

- 6.1. All fee estimates provided to you are exclusive of GST. If GST is payable, then you agree the quoted charges will be increased by the amount of GST payable.
- 6.2. A tax invoice will be issued in respect of the professional services provided to you by Hartman-Cox and disbursements, which will include the applicable amount of GST payable.

7. PREPARATION AND LODGMENT OF RETURNS TO REVENUE AUTHORITIES

- 7.1. If required under the scope of the engagement, Hartman-Cox shall prepare and or lodge returns and other relevant documents required to be lodged with a Revenue Authority in accordance with the information provided by you, your instructions and the relevant Taxation law.
- 7.2. Where Hartman-Cox reasonably believes the information provided by you is incomplete, false or misleading, then Hartman-Cox shall discuss the matter with you and advise you of the consequences if no action is taken.

8. FALSE OR MISLEADING INFORMATION

- 8.1. Hartman-Cox will not provide Taxation Services to yourself if Hartman-Cox becomes aware that information on which the Taxation Service is to be based contains false or misleading information or is omitting material information and you are not prepared to amend the falsity or omission.
- 8.2. Hartman-Cox shall not knowingly make a statement in connection with a Taxation Service that is by its content or omission, false or misleading in a material manner. Where Hartman-Cox forms the view that a Taxation Service is based on false or misleading information or the omission of material information, then Hartman-Cox shall discuss the matter with you and advise you of the consequences if no action is taken.
- 8.3. If Hartman-Cox becomes aware that you have filed returns or submissions in previous years that may contain materially false or misleading information or may omit material information, then Hartman-Cox will discuss the matter with you and advise you of your responsibilities.
- 8.4. In the event that Hartman-Cox subsequently becomes aware that information previously provided to a Revenue Authority by Hartman-Cox, which Hartman-Cox had no reason to believe at the time to be incorrect, is false or misleading, then Hartman-Cox will recommend you make an appropriate disclosure or alternatively Hartman-Cox will obtain your authority to make the disclosure on your behalf.
- 8.5. Where Hartman-Cox becomes aware that either you or they, on your behalf, have filed a return or submission materially understating a tax liability to a Revenue Authority and finds that you are unwilling to correct such understatement, then Hartman-Cox shall seek to determine whether to continue acting for you in a professional capacity.

9. ESTIMATES

- 9.1. Hartman-Cox shall not prepare returns or submissions to Revenue Authority involving the use of estimates unless their use is generally accepted or under the circumstances it is impracticable to obtain exact data.

- 9.2. In the event that estimates are used, Hartman-Cox will present them in such a manner so as to avoid the implication of greater accuracy than in fact exists.
- 9.3. Hartman-Cox will consider whether the use of an estimate is reasonable and where Hartman-Cox believes the use of the estimate is not reasonable, then Hartman-Cox will advise you of the risks and consequences of using the relevant estimate in the return or submission to be lodged with the Revenue Authorities.

10. TAX SCHEMES AND ARRANGEMENTS

- 10.1. The decision to enter into any tax scheme or arrangement will always remain your own. Where appropriate, Hartman-Cox shall provide you with sufficient information to enable you to be fully informed of the details of the scheme or arrangement and its current and future ramifications, including the risks and uncertainties, particularly in relation to possible changes in Taxation Law.
 - 10.1.1. Hartman-Cox shall not knowingly or recklessly be associated with any arrangement which involves documents or accounting entries that are intended to misrepresent a transaction or which depend upon lack of disclosure for its effectiveness.
 - 10.1.2. Hartman-Cox shall not promote or assist in the promotion of or otherwise encourage any tax schemes or arrangements, where the dominant purpose is to derive a tax benefit and is not reasonably arguable that the tax benefit is available under Taxation Law. Hartman-Cox shall not provide you with advice on such a scheme or arrangement other than to advise you that in Hartman-Cox's opinion, it is not effective at law.
- 10.2. Provided that in circumstances in the above paragraphs 10.1.1. and 10.1.2. do not exist, Hartman-Cox may otherwise provide Taxation Services to you where you have entered into a tax scheme or arrangement.

11. CLIENT MONIES

- 11.1. Hartman-Cox shall ensure the prompt transmission of monies received on your behalf from Revenue Authorities.
- 11.2. Hartman-Cox shall not appropriate tax refunds to settle fees owed by you or for any other use in lieu of their transfer directly to you, unless you have expressed your prior consent in writing.
- 11.3. Where funds are to be banked by Hartman-Cox on your behalf, Hartman-Cox shall use a separate bank account designated as a trust account and maintained in accordance with professional requirements.

12. DOCUMENTATION

- 12.1. Before lodging documentation on your behalf, Hartman-Cox shall forward documentation to you for approval and signing.
- 12.2. Final financial statements, tax returns, and any other documents Hartman-Cox is specifically engaged to prepare on your behalf, shall remain your property.
- 12.3. Hartman-Cox shall prepare working papers that appropriately document the work performed, including aspects of the Taxation Service that have been provided, in writing and on the basis on which and the method by which any calculations, determinations or estimates used in the provision of the Taxation Services have been made. Hartman-Cox will adopt appropriate procedures for maintaining the confidentiality and safe custody of working papers.

- 12.4. Working documents brought into existence by Hartman-Cox, including journals, working papers, the general ledger, draft financial and/or draft tax returns, shall remain the property of Hartman-Cox at all times.
- 12.5. Unless you advise otherwise, Hartman-Cox shall retain any papers to which you are entitled, for no more than seven (7) years. You authorise Hartman-Cox to destroy the file seven (7) years after the date the final account was rendered by Hartman-Cox to you in relation to this engagement. Note: this does not apply to documents held by Hartman-Cox in safe custody.

13. INDEMNITIES

- 13.1. You indemnify Hartman-Cox against all losses, claims, costs, expenses, actions, demands, damages, liabilities etc or other any proceedings of any type whatsoever incurred by Hartman-Cox in respect of any claim by a third party arising from/connected to any breach of your obligations under this Agreement committed by you.
- 13.2. Hartman-Cox shall not be liable to you for any losses, claims, expenses, actions, demands, damages or liabilities or any other proceedings of any type, arising out of reliance on any false, misleading or incomplete information provided by you during the engagement.

14. TERMINATION OF AGREEMENT

- 14.1. This agreement may be terminated by either party.
- 14.2. Termination must be effected by written notice and will take effect when Hartman-Cox has provided you with our final account and all outstanding fees have been paid by you.
 - 14.2.1. Until final payment occurs, Hartman-Cox reserves the right to exercise a lien over any records, books or other documents in the possession of Hartman-Cox in relation to this engagement.

15. LIMITATION OF LIABILITY

- 15.1. Nothing in these terms impacts the application of the provisions of any statute where to do so would contravene that statute or cause any part of these terms to be void.
- 15.2. Hartman-Cox's liability for any loss or damage suffered by you in connection with this engagement, including liability for any negligent act, omission or misrepresentation of Hartman-Cox, shall be limited to the amount of professional fees to which the claim relates.
 - 15.2.1. You release Hartman-Cox from all claims arising in connection with the services provided under this engagement to the extent that Hartman-Cox's liability would exceed the amount of those professional fees.
- 15.3. Hartman-Cox's liability under any breach of any warranty implied by section 74 of the Trade Practices Act (1974) is limited to the supplying of the services again or the payment of the cost of having the services supplied again, whichever Hartman-Cox decides.
- 15.4. You agree Hartman-Cox is not liable for any loss or damage suffered by you attributable to your own negligence, fault or lack of care.
- 15.5. This document represents the whole of the Agreement between you and Hartman-Cox and Hartman-Cox will not be liable for any written or oral statements, representations or warranties not contained in this document.

16. GOVERNING LAW AND JURISDICTION

16.1. This agreement is governed by the laws of the State of Queensland.

17. SEVERABILITY

17.1. If it is held by a Court of competent jurisdiction that any part of this agreement is void voidable illegal or unenforceable or that this agreement would be void voidable illegal or unenforceable unless any part of this agreement were severed, then that part will be severable from and will not affect the continued operation of the rest of this agreement.

18. VARIATION

18.1. Any variation of the terms and conditions set out in this document will be invalid unless confirmed in writing by both parties.

19. DISCLAIMER

19.1. This document represents the policy of Hartman-Cox as at August 2009 and Hartman-Cox reserves the right to change this policy, in any way, without notice to you. In addition, in the event it is necessary or desirable to act outside of this policy or where Hartman-Cox are required to do so by law, then Hartman-Cox reserves the right to do so without notice.

20. PROFESSIONAL ENGAGEMENT MATTERS

20.1. This document satisfies Hartman-Cox's obligation to provide you with a statement outlining the relevant terms of the engagement to provide the Taxation Service in accordance with APES 305 *Terms of Engagement*.