

Terms of Engagement

OUR AGREEMENT

These are the Terms of Engagement ("Terms") between Martin & Luscombe Pty Limited ("We") 83 553 950 876 and you and/or your client and associated parties ("You"). This Agreement is constituted by these Terms and any other later document that we advise you becomes part of, or varies this Agreement. These Terms confirm our understanding of the nature and the limitations of the services we will provide.

Your Responsibilities - Upon signing this engagement letter or otherwise instructing us to act for you, you agree to the following:

- You will provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline. We will rely on such information being true, correct and complete and will not audit the information.
- You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.
- You will be responsible for maintaining adequate accounting records to enable us to prepare your annual financial accounts and income tax returns.
- You appoint us to be your Tax Agents and BAS Agents for dealings with the ATO, including making any necessary STP lodgements and STP finalisation declarations.
- It is your responsibility to comply with the required GST Legislation and Business Activity Statement commitments.
- To pay our invoices as required by their due dates.
- To provide prompt answers to our questions and subsequent requests for additional financial information.
- To be up-front and honest in disclosing all your financial and taxation information.
- To provide all financial information to us in a complete, concise format. This will help us complete your work on time and within budget.
- To keep us up-to-date on all your business affairs and any financial arrangements that you are looking at entering into before the arrangement is concluded. We are here to give you the right, proactive advice before you act, but we cannot do this if you do not communicate with us regularly.
- To read all correspondence, letter, telephone, e-mail or otherwise we send to you promptly and to act upon it as requested within the time stipulated or within reasonable time.
- To listen to our advice.
- To contact us immediately if for whatever reason you are not completely happy with our level of professional service or recent invoice that we have sent you.

Your disclosure and record keeping obligations You are required by law to keep full and accurate records relating to your tax affairs in order to facilitate the preparation of accurate tax returns. The responsibility for the accuracy and completeness of the particulars and information provided to us by you rests with

you. Any advice given to you by us is only an opinion based on our knowledge of your circumstances.

It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work specified under this engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within 10 working days. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees.

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 event results 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.

By accepting the terms in 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. You are responsible for the reliability, accuracy and completeness of the accounting records and disclosure to us of all material and relevant information.

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. 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.

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 engagement are changes to your business circumstances, events affecting your family (eg. death and/or marriage breakdown) or a legal action commencing against you.

In relation to your financial records, you will be specifically responsible for retaining copies of all financial records and source documents for a period of 7 years, and providing to us all financial information we have requested within 10 working days of our request.

Please note that if you do not provide us your financial information properly reconciled and in the format requested by us, any up-front or fixed prices in the proposals we have provided to you will not be applicable and the price for our services will be higher.

Who may instruct us

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 in their behalf.

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.

You and your Spouse/Partner

If you have a spouse or partner as a listed individual in this letter of engagement, then we will advise you and your spouse or partner on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you the affairs of the other. If you wish to change these arrangements, please let us know.

Know your customer and AML/CTF Obligations

We may be required to collect, verify and maintain your personal information and information about any beneficial owners, controllers or related parties to comply with our obligations under applicable anti-money laundering, counter-terrorism financing and proliferation financing laws, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), associated rules and the "Customer Due Diligence" requirements of the anti-money laundering laws and counter-terrorism regimes. These obligations may include:

- establishing and verifying your identity and beneficial ownership;
- assessing and managing money laundering, terrorism financing and proliferation financing risks on an ongoing basis;
- conducting enhanced or simplified due diligence depending on assessed risks;
- monitoring transactions and activities;
- making reports to regulatory authorities (eg AUSTRAC) and other reports required by law; and
- complying with record keeping obligations.

You agree to provide all information and documentation reasonably requested for these purposes and acknowledge that we may make enquiries or searches of appropriate databases.

You acknowledge that where we are required by law, we may make reports or disclosures to regulatory authorities without notice to you and we are not permitted to inform you that such a report or disclosure has been made.

Inability to complete AML/CTF Requirements

Where we are unable to complete required Customer Due Diligence, or where Anti-Money Laundering/CTF concerns arise that cannot be satisfactorily addressed, we may suspend or refuse to provide services, or terminate this engagement, without liability and without being required to provide reasons where prohibited by law.

Regulatory requirements relating to anti-money laundering and counter-terrorism financing may change during the term of this engagement. If such changes apply to the services that we provide, we may require additional information from you or amend this engagement letter to ensure ongoing compliance.

Qualifications on our services

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.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged with us to perform. Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs. Neither an audit nor a review will be conducted and, accordingly, no assurance will be expressed.

Where our engagement is recurring, we may amend our engagement letter and these terms where we consider it necessary or appropriate to do so. If you do not accept such amendments, you must notify us promptly in which case you may terminate our engagement in accordance with section "Termination" below and those amendments will not apply prior to such termination.

Reliance on advice

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.

Reliance on drafts

You agree that no reliance shall be placed on draft reports, draft conclusions or draft advice, whether oral or written, issued by us as they may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.

Use and purpose of advice and reports

Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the purpose for which the Services are provided.

Third Parties

Unless required by law, you agree not to provide such report to any third party or refer to us or the Services without our prior written consent. We assume no responsibility to any third party to which any advice or report is disclosed or otherwise made available. No copy, extract or quote from it may be made available to any other party without our prior written consent.

You may provide a copy, extract or quote from the report:

- a) To your advisers and consultants;

- b) As required by law; or
- c) For the purpose of giving evidence in Court proceedings or any arbitration or mediation (with the consent of ML which shall not be unreasonably withheld)

Investment and financial advisory advice

We will not provide you with investment or financial advice regulated under the *Corporations Act 2001* (Cth) unless we have expressly agreed to do so in writing, specifying an applicable Australian Financial Services Licence number.

Your rights and obligations under the taxation laws You have certain rights under Australian taxation laws, including the right to seek a private ruling from the Australian Taxation Office (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 and obligations under the Australian taxation laws while we provide our service to you. 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.

Tax Agent Services Act 2009 Disclosure Statement

As a Registered Tax Agent, our work for you is performed in accordance with the *Tax Agent Services Act 2009*. Under this Act, the *Tax Agent Services (Code of Professional Conduct) Determination 2024* requires that we make the following disclosures to you:

1. Matters that could significantly influence your decision to engage us (or continue to engage us) for a Tax Agent Service from 1 July 2022 onward include the following:

There are no current issues about which are obliged to advise you

2. We are also obliged to advise you whether there are any conditions attached to our registration.

There are no current conditions attached to our registration.

3. The Tax Practitioner's Board maintains a register of Tax Agents and BAS Agents. You can access and search this register here: <https://www.tpb.gov.au/public-register>
4. If you have a complaint about our Tax Agent services, you will need to contact your Accountant in the first instance with details by email. If they are unable to resolve your complaint within 3 business days, please contact Don Luscombe – Director by email. Your complaint will be investigated by him. We will provide you with email acknowledgement of receipt of your complaint and our understanding of the circumstances. The email will inform you that we will attempt to resolve your complaint within 14 days and will outline the dispute resolution process. If you are unhappy with the outcome that we propose to you, you can then make a complaint to the Tax Practitioners Board (TPB) as set out in the separate Annexure. The TPB's complaint handling process is set out in detail on its website at www.tpb.gov.au/complaints.

The TPB will send you an email to acknowledge the receipt of your complaint and review and risk assess your complaint. If you are

unhappy with how the TPB has dealt with your complaint, the above link includes details about your review rights and who can further assist you.

[Disclosure Statement ends]

[View our registration details on the Tax Practitioners Board website >](#)

We also enclose a separate Annexure which only deals with the TASA (Tax Agent Services Act 2009). The terms of that Annexure (TASA terms) are in addition to these Engagement Terms, and to the extent of any inconsistency, the TASA terms will prevail.

Our obligation to comply with the law

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at apesb.org.au. This includes APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)*, which among other things contains provisions that apply if we become aware of any actual or potential 'noncompliance with governing laws or regulations' (NOCLAR). Where any such noncompliance poses substantial harm (such as serious adverse consequences to investors, creditors, employees, auditor, group auditor or the public), we may be required to disclose the matter to an appropriate authority.

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 respect.

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 conflicts of interest. The effective operations of these arrangements depend, in part, on you complying with your obligation to disclose any potential conflicts of interest to us.

Our advice and/or services will be based on Australian Taxation Laws 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.

Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

Fees and payments

Our fees will be charged on the basis set out in the engagement letter and have been set based on the level of skill, responsibility, importance and value of the advice, as well as the level of risk. Where we have not detailed our fees in an engagement letter we shall calculate those fees on the basis of hourly rates as discussed below.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by the ATO. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are to be paid by someone else.

For any work we do where we charge by hourly rates, our currently hourly rates are:

POSITION	\$ per hour excluding GST
Director	\$395.00
Senior Accountant	\$250.00
Accountant	\$200.00
Junior Accountant	\$150.00
Bookkeeper	\$100.00
Administrator	\$80.00

From time to time, the scope of our original engagement may change as you advise us of a new direction the work takes, or there is additional work you require us to do which is outside the scope of this original engagement letter. If we agree to provide additional services to you, we may provide you with a new or amended Engagement Letter. If we do not, those additional services will be provided under this Engagement Letter and we will simply send you an additional invoice for this additional work using the above hourly rates.

We may invoice you for smaller amounts if there are specific tasks or engagements in isolation that we have completed on your behalf. Please note that during the year, our team may prepare work for you in relation to requests from the Australian Taxation Office, GST and other matters which we consider to be minor. This work in the background will generally be invoiced to you separately at the end of each month or quarter.

Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval.

We will bill monthly and our invoices are due for payment upon presentation. Our fees set out in our engagement letter are inclusive of GST, unless otherwise indicated, which will be added to our invoice where it is chargeable. Any disbursements and expenses we incur in the course of performing our services will be added to our invoices where appropriate.

Generally, our fees are payable within 7 days of the date of our invoice. If the amount payable on the Invoice is not paid within 14 days of the date of that Invoice, then you agree that interest will be payable **by** you on the total unpaid amount calculated 14 days from the date of the Invoice until the actual date of payment at the rate of 24% per annum calculated daily.

We may also suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed.

Payment of all outstanding invoices to us in full must be made before we lodge your Tax Returns with the ATO.

In the event of you being in default of your obligation to pay us within the payment terms as listed in this Engagement Letter and the overdue invoice(s) are then referred to a debt collection agency and/or law firm for collection and we are charged commission and/or disbursements and/or legal fees, you agree that you will be liable to pay as a liquidated debt to us any commission, disbursements and legal fees payable by us.

If you decide to leave Martin & Luscombe Pty Limited and appoint another accountant, then we will immediately review the work-in-progress at that point in time, and we will issue a final invoice for the balance of work-in-progress at that point. Please note that under any Fixed Price Agreement, it is expected that a large portion of some of the work will be carried out earlier in the agreement period (eg. Tax Returns). This may be work that you were not made aware of that we were undertaking, however for practical reasons we do not advise clients of every instance that we work on their files when the work is minor and ancillary to complying with the Australian Taxation Office requirements and other requests that we may have (banks, requests for finance applications, etc.) This does not lessen the fact that the work was undertaken on your behalf and you also have a responsibility to settle this account before any records or information is provided to your new accountant.

We intend to exercise these rights only where in our opinion it is fair and reasonable to do so.

Director's / Trustee's Indemnity

In the event that the entity invoiced by us for our services is unable to discharge its liabilities to us, then the entity's Directors or Trustees agree to personally indemnify us for any such liability.

Lien

If permitted by law or professional guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

Confidentiality

In conducting this engagement, information acquired by us during the engagement, including information relating to your affairs whether it belongs to you or not or is provided by you or not, 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.

Our professional responsibilities on Responding to Non-Compliance with Laws and Regulations (NOCLAR) may require us to report a non-compliance with laws and regulations or acts or omission or commission, intentional or unintentional by a client or by those charged with Governance, by management or by other individuals working for or under the direction of a client which are contrary to the prevailing laws or regulations. We will discuss any relevant issues with you beforehand, but if we decide that the disclosure of NOCLAR to the appropriate authority is the correct course of action, then such a disclosure to a regulatory authority (such as the ATO) will not be considered a breach of confidentiality under our code of ethics.

You need to be aware that S15 of Tax Agent Services (Code of Professional Conduct) Determination 2024 places an obligation on us to notify the ATO of anything false, incorrect or misleading in a material respect in any tax lodgements we have made on your behalf as a Registered Tax Agent, without your approval for making this notification to the ATO.

If we are required to make a disclosure to a regulatory authority, 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.

We may be required by law, regulation, a court of competent authority, or those professional obligations referred to above, to disclose the information. This includes disclosures required under anti-money laundering and counter-terrorism financing legislation, and you acknowledge that such disclosures may be made without notice to you where the law prohibits notification.

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. Thus, our files may be subject to review as part of the quality control review program of CAANZ, 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 will be made available under this program. Should this occur, we will advise you.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially.

Privacy Act

We may collect Personal Information about your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). The obligations may include notifying the relevant person to whom the personal information relates who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the

purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act.

Ownership of materials

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged with us.

Our engagement may result in the production of Financial Statements, Income Tax Returns, Super Fund Documents, and other electronic documents or files which will be supplied to you. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain our property.

All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record keeping practices in accordance with our professional and legal obligations.

You agree we can use your logos and trademarks for the sole purpose of providing advice to you in connection with the engagement, unless you tell us otherwise.

Please note that our work papers, calculations, accounting software files that we pay for and client files that we have created remain our intellectual property and will not be provided to you or any other third party.

You need to be aware that under S30 of Tax Agent Services (Code of Professional Conduct) Determination 2024, as your Registered Tax Agent we are required to retain all records in relation to our tax agent services to you for a period of 5 years after the service has been provided, even if you are no longer using us for tax agent services.

Limitation of liability

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

You agree not to bring any claim against any of our directors or employees in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- Indirect, special or consequential losses or damages of any kind; or
- Liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms

Further information on the scheme is available from the Professional Standards Council's website: <http://www.psc.gov.au>

Limitation of third party rights

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

Termination

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

Communication

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

Applicable law

Our engagement is governed by New South Wales law. The courts sitting in that state will have non-exclusive jurisdiction in relation to any dispute between us.

Interpretation

If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms will prevail.

Disputes and complaints

If you have any concerns about our costs or services, please speak to the person responsible for this engagement, who is identified in our engagement letter. To resolve your concerns we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.

Outsourced Services

We may involve third party contractors or outsourced service providers in providing various aspects of your accounting work. These services may include:

- Accounting file preparation and/or Data entry into our accounting systems
- Auditing of accounts (including Self-Managed Super Funds)
- Financial Planning and dealing with Financial Institutions
- Home Loan, Business Loan and Personal Loan Services
- Investment and Insurance Services

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of outsourced services as described above. Where the outsourced service requires that the disclosure of personal information to an overseas recipient, a consequence of your consent is that we, your accountants, will be required to take reasonable steps to ensure that Australian Privacy Principles are complied with by the overseas recipients of the Personal Information.

Use of cloud computing services

We use the following cloud computing systems. These systems store files on remote servers operated by third parties, including the use of hosting providers located outside Australia, including in the United States of America, the UK and in New Zealand.

- Xero (a cloud accounting system - Australia)
- Xero Practice Manager (a cloud practice management System - Australia)
- Xero Tax (a cloud tax return preparation system - Australia)
- Class Super and BGL Simple Fund (cloud based super fund accounting and administration systems - Australia)
- Office 365 (a cloud email and calendar system – United States of America)
- Onedrive and Dropbox (cloud document management systems – United States of America)
- MyWorkpapers (a cloud workflow system – United Kingdom)
- BGL CAS and LightYear Docs (cloud company record and document management systems - Australia)
- Docusign, Adobe Sign and Xero Sign (a cloud electronic signature system – United States of America)
- Suitefiles (A cloud document management system – New Zealand)

Use of Artificial Intelligence

We may use Artificial intelligence tools and technologies ("AI Tools") to assist in the provision of the Services, including for research, analysis, drafting, and administrative functions. Any use of AI Tools will be subject to our professional obligations, including obligations relating to confidentiality, privacy and professional competence. Where reasonably practicable, we will utilise AI Tools and service providers that are configured to protect confidential information and restrict its use for the training of publicly available artificial intelligence models. We will exercise appropriate professional skill and judgment in its use of AI Tools and in considering any outputs generated through such tools in connection with the Services.

Notwithstanding our use of technology or AI Tools, Martin & Luscombe Pty Limited retains responsibility for the Services provided to you. AI Tools are used solely as an aid to service delivery and do not replace the professional skill, judgment and expertise applied by our personnel. We may use or take into account outputs generated through AI Tools where we consider it appropriate to do so, subject to such review and verification procedures as we determine are reasonable in the circumstances.

Storage of personal information

By agreeing to this engagement and accepting these services you acknowledge and agree that your personal information may be stored electronically overseas.

Losses from unauthorised cyber-activity

We will take all reasonable precautions to ensure that any electronic data that contains your private information is securely stored and that any emails we send 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 as a consequence 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 this information.

In the event that, despite our company 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.

Period of engagement

This engagement will start when you sign and accept the Engagement Letter or we have written/verbal consent from you and if requested make the specified upfront payment as listed in the Engagement Letter.

Involvement of others

Where, as part of this engagement, the services of an external consultant or expert are required, an estimated cost and timeframe and involvement will be provided to you for your approval.

Single Touch Payroll

This letter of engagement authorises us to prepare payroll related inputs and their process for calculating and paying your employees, as well as preparing your taxation and superannuation obligations.

You authorise use to:

- prepare STP pay events on behalf of you; x to make the relevant declaration to the ATO at the time of lodging each STP pay event; and
- to make the finalisation declaration to the ATO at the end of the financial year.

You (as the employer) acknowledge and accept responsibility for:

- providing employee salaries and worked hours information to us, before the appropriate pay-run date(s);
- ensuring that employee remuneration amounts comply with the appropriate payroll awards and Fair Work Act
- 2009 (Cth) requirements; and
- ensuring that employee have the correct PAYG amounts withheld from each pay and the statutory rate of superannuation is paid quarterly.

We will only provide a lodgment service. We make no representations about the accuracy of the information submitted, the due date or whether it is received by the ATO.

Business Activity Statements (BAS)

As BAS are prepared periodically and lodged during the financial year, it is not possible for us to review the correctness of the underlying financial information as part of the preparation of the quarterly/monthly BAS. This review takes place after the conclusion of a financial year when we prepare the Annual Financial Statements.

Therefore, for the BAS, we will rely on and process the financial information provided to us by you without further review of the primary source documents.

In doing that, we will make the following specific assumptions: x the financial information provided by you to us is accurate;

- the financial information correctly states the GST position;
- you have the necessary supporting documents to satisfy the ATO for GST purposes; and
- you hold valid Tax Invoices and adjustment notes for all expenses incurred by you in respect of which an input tax credit is being claimed.

We will not be responsible for any errors brought about by your failure to provide information or documents or your failure to provide material that is later found to be material to your BAS and bookkeeping requirements.

You are responsible for the timely provision of information and we will not be responsible for any late lodgment or other fees and fines brought about by your failure to act in a timely manner.

We will not be responsible for any errors in the BAS other than those that can be shown to be our fault.

Preparation of Financial Reports

We agree to provide the following services to you (if listed in the Schedule of Services):

- Profit & Loss Statement;
- Balance Sheet; and
- Statement of Cash Flows (if requested).

We agree that:

- the financial reports will be compiled in accordance with APES 315 – Compilation of Financial Information;
- the preparation of the financial reports does not include an audit or review, meaning the work completed cannot be relied on to locate errors or irregularities including fraud or other illegal practices which may exist in the data provided by you;
- Our engagement will be limited to procedures involving the collection, classification and summarisation of financial information and does not include verification or validation of any of the data;
- the statement prepared will be a Special Purpose Financial Report (SPFR) and not a General Purpose Financial Report subject to the Corporations Act 2001; and
- this service includes maintenance of the charts of accounts for the general ledgers of your business entities.

This service does not include the preparation of any one-off financial reports for presentation to financiers. You may request this additional service in writing to us, and we will provide a separate Proposal for this work to you.

Tax Returns

We agree to provide the following services to you (if listed in the Schedule of Services):

- analyse, discuss and make recommendations regarding your Tax Returns; and
- prepare and lodge your annual Tax Returns.

We have not been engaged by you to review the accuracy of any previous Tax Returns lodged by you or a previous Tax Agent.

You are responsible for compliance with the substantiation provisions of the *Income Tax Assessment Act*.

We will not be responsible for any errors brought about by your failure to provide information or documents later found to be material to your tax affairs.

You are responsible for the timely provision of information to us, and we will not be responsible for any late lodgement or other fees and fines brought about by your failure to act in a timely manner.

Any tax refund estimate provided to you is an estimate only and we are not responsible and will not accept liability if the Australian Taxation Office determines an outcome which is different than that lodged.

ASIC/ATO/ASX notices

If we receive any legally enforceable notice or demand issued by any third party including the ASIC, ATO, ASX any government statutory body or instrumentality, any court or tribunal in relation to or in connection with this Engagement, you agree to pay our reasonable professional costs and expenses (including solicitor client expenses) in complying with such notice or demand to the extent that our costs and expenses are not recovered or recoverable from the party issuing the notice or demand.

Trust Account

Where you authorise the deposit of your funds into our trust account or funds payable to you by a third party, you agree that we may apply those funds towards the payment of any monies owing to us. We shall comply with the regulations regarding the operation of trust accounts imposed by Chartered Accountants - ANZ or any other applicable regulator.

Amendment of Terms of Engagement

These terms of engagement are subject to amendment from time to time. You agree that any such amendments shall be effective from the date on which they are first displayed on our website at www.martinluscombe.com.au and that we have no obligation to communicate any such amendments directly to you.

Your rights under Taxation Laws (including Tax Agent Services Act and the Tax Agent Services (Code of Professional Conduct) Determination)

Please refer to the attached fact sheet published by the Tax Practitioners Board (TPB) summarising your obligations to the ATO and your tax practitioner, and your tax practitioner's obligations to you, the TPB and ATO. The fact sheet is here:

https://www.tpb.gov.au/sites/default/files/2025-06/Keeping%20your%20clients%20informed_Factsheet.pdf.

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ANNEXURE

TASA Code of Professional Conduct (Code), and Tax Agent Services (Code of Professional Conduct) Determination 2024 (Determination)

The terms in this Annexure form part of our Engagement Terms and are with effect from 1 July 2025:

1. We may need to notify the Tax Practitioners Board (**TPB**) if we, or in our belief another registered tax agent, has breached the Code, and the breach is a significant breach within the meaning of TASA. We may be required to notify that other tax agent's professional body of the significant breach.
2. We must at all times uphold and promote the ethical standards of the tax profession independently, and in cooperation with other registered tax agents. We are obliged to consider whether our clients create any threats to our compliance with the Code, and where we cannot ameliorate such risk, reserve the right to immediately terminate our engagement with you and no longer provide our services.
3. Where we, or someone else on our behalf, makes a statement to the ATO, the TPB or any other Australian government agency, that we know is false or misleading in a material particular, or omits any matter or thing without which the statement is misleading in a material respect (**Inaccurate Statement**), we must have the Inaccurate Statement corrected within a reasonable period of time.

Where we subsequently detect that an Inaccurate Statement has been made, in circumstances where there was either:

- a. a failure to take reasonable care in connection with the preparation or making of the statement; or
- b. recklessness as to the operation of a taxation law (**Recklessly**); or
- c. intentional disregard of a taxation law (**Intentional Disregard**);

we are obliged to advise you that the statement should be corrected within a reasonable period of time and the consequences of not correcting the statement.

If the Inaccurate Statement has not been corrected within a reasonable period, and was made either Recklessly, or in an Intentional Disregard, we are obliged to terminate our engagement with you and are prohibited from providing any further services to you.

However, despite our termination of the engagement, if we believe, on reasonable grounds, that the refusal to have the Inaccurate Statement corrected has caused or may continue to cause substantial harm to the interests of others, we must also notify the TPB or the ATO of all relevant matters, circumstances and events or otherwise take any further action as we reasonably consider is needed in the public interest. These requirements are in addition to our NOCLAR obligations referred to above.

4. We must maintain records of all the work we have done for you and any tax advice that might be given to you for a period of at least five years after the advice has been provided. We must still retain all records after five years even if you are no longer a client. We may be compelled to divulge that advice to third parties, and if we do, we will advise you before doing so.
5. If we are required to obtain specialist tax advice, or engage with offshore service providers (**OSP**), as part of our services to you, we are required to ensure that the specialist or OSP we have retained maintains relevant knowledge and skills. We are also required to appropriately supervise that specialist or OSP.
6. We may, if necessary, be required to obtain legal or other advice to assist us in providing our services, complying with the Code or Determination, including if there has been a significant breach, or whether an Inaccurate Statement has been made, and if there needs to be any disclosure to any third party. We reserve the right to use any advisor/s that we believe is appropriate, provided our choice, and the costs involved, is reasonable. Despite anything else in these Terms, we will advise you beforehand, but reserve the right to invoice our time at our usual rates specified above, and pass on any costs we have incurred to you as a disbursement in our usual invoices.
7. We are required to advise you of the following:
 - that the TPB maintains a public register of tax agents. You can access the register at <https://myprofile.tpb.gov.au/public-register/> and search the register by either practitioner name, location or registration number. The register contains details of currently registered tax practitioners, and those who are currently unregistered;
 - as discussed above, you can make a complaint about a service we have provided to the TPB. For more information visit: <https://www.tpb.gov.au/complaints>; and
 - you can access a fact sheet prepared by the TPB at https://www.tpb.gov.au/sites/default/files/2025-03/Information%20for%20clients%20factsheet%202025_0.pdf which sets out our rights, responsibilities and obligations under TASA to you what obligations you have to us.

8. We are also required to notify you of any prescribed matters set out in the Determination which have occurred within the previous five years (but commencing from 1 July 2022). If we are required to make any notification about any matter, we will do so in writing by disclosing it on our website and also by email within 30 days of becoming aware of the matter, or upon engagement or re-engagement of us to provide our services to you. You may also request that we provide you with such details at any time.