

UEM GROUP - TERMS OF ENGAGEMENT

1. DEFINITIONS

- 1.1. **agreement** means these Terms of Engagement as amended from time to time;
- 1.2. **Corporations Act** means the *Corporations Act 2001* (Cth) as amended from time to time;
- 1.3. **Engagement** means our engagement by you to provide the Services pursuant to the Terms of Engagement;
- 1.4. **fees** means any fees, disbursements and costs payable by you to us pursuant to the Terms of Engagement;
- 1.5. **Services** means any services provided by us to you pursuant to our Engagement;
- 1.6. **SISA** means *Superannuation Industry (Supervision) Act 1993* and **SISR** means the relevant SISA regulations;
- 1.7. **Terms of Engagement** means our letter to you and these Terms of Engagement and any other terms that we may advise you of from time to time;
- 1.8. **Third Party Provider** means any provider of a Third Party Service;
- 1.9. **Third Party Service** means a service provided by a Third Party Provider and used in the provision of the Services including but not limited to Xero, Saasu, Vend, Unleashed, Receipt Bank, KeyPay, Enable HR;
- 1.10. **Us, we, our** means UEM Group Pty Ltd ACN 600 144 965, UEM Business Pty Ltd ACN 152 031 966, Porters Business Solutions Pty Ltd ACN 161 488 044 and Redlands Business Solutions Pty Ltd ACN 600 194 009 trading as UEM Group, UEM Business, Porters, RTS Accountants (as the case may be);
- 1.11. **You, your** means the client(s) as set out in the Terms of Engagement.

2. AGREEMENT FOR SERVICES

- 2.1. You have requested and we have agreed to act as your accountants and provide accounting services in accordance with these Terms of Engagement for the duration of our Engagement.
- 2.2. Unless otherwise agreed with you, our Engagement will start on the later of the date of our letter of engagement to you, the date that all information requested by us has been provided by you or the date that any funds requested by us have been paid.
- 2.3. The first taxation / accounting period for which we will be responsible is the period in which you provide us instructions. We will not deal with any earlier periods unless you specifically ask us to do so and we agree to in writing.
- 2.4. The period of our Engagement will continue until the earlier of:
 - 2.4.1. the duration that you provide us with instructions;
 - 2.4.2. until we issue you with a further or new letter of engagement; or
 - 2.4.3. until the Engagement is terminated in accordance with these Terms of Engagement.
- 2.5. We require you to inform us promptly in the event any details (including address, email and telephone details) we have you and your associated entities change. We will not be responsible for any loss resulting from your failure to advise of any relevant change of detail.
- 2.6. We may undertake the following work for you together with any other work or additional services as requested by you in respect of you or your related entities from time to time:
 - 2.6.1. Tax compliance;
 - 2.6.2. Accounting and bookkeeping services;
 - 2.6.3. Self-managed superannuation fund administration;
 - 2.6.4. Corporate compliance;
 - 2.6.5. Business Consulting/managing;

- 2.6.6. Virtual/part time CFO;
- 2.6.7. Business start-up assistance;
- 2.6.8. Communicating with your banker, financier, solicitor, financial planner and investment advisor in relation to your affairs as required and/or instructed; and
- 2.6.9. Liaising with the Australian Taxation Office and other Government Agencies on your behalf.

- 2.7. Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist in your existing financial records. We will inform you in writing of any such matters that explicitly come to our attention.
- 2.8. Our engagement will not extend to:
 - 2.8.1. Services outside the agreed scope of work; and
 - 2.8.2. Any financial planning, legal or advice in commercial aspects of the transaction such as value or profitability, or the underlying business assumptions inherent in our instructions. During the duration of our engagement, we may recommend that you seek advice from appropriate professionals concerning these matters (as required).

3. OUR RELATIONSHIP WITH YOU

- 3.1. We want the best relationship with you so that we can provide an excellent standard of service. You can help us by:
 - 3.1.1. giving us clear instructions and information/data;
 - 3.1.2. telling us if you have any important time limits;
 - 3.1.3. telling us if you have changed address or phone number;
 - 3.1.4. making sure we have understood you correctly;
 - 3.1.5. asking us if you are unsure about anything;
 - 3.1.6. dealing with any important questions that arise promptly;
 - 3.1.7. providing information requested within a timely manner; and
 - 3.1.8. keeping in touch regularly.
- 3.2. We will provide the Services accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standard Board.
- 3.3. If we advise you that any of the Services will be provided by or within a particular time, then that time is an estimate only. Although we will endeavour to perform Services within a reasonable time, or within the particular time which we may have advised the Services will be provided, we do not warrant that the Services will be provided within that time, and will not be responsible for any delayed or late provision of the Services.
- 3.4. We may provide verbal advice from time to time, however, you may only rely on written advice provided by us.
- 3.5. The Services are provided to you for your sole and exclusive use and no reliance can be placed on it by any third party. No liability to any third party is accepted.

4. OWNERSHIP OF DOCUMENTS

- 4.1. All original documents obtained from you will remain your property and will be returned to you on completion of the Services unless you direct otherwise. We reserve the right to make a reasonable number of copies of your original documents for our records.
- 4.2. Any documents created by us, including general work papers, general ledgers and draft documents, remain our property at all times.
- 4.3. We reserve our rights to exercise a lien over any of your documents in our possession in the event of any dispute with you in respect of fees or otherwise, including until payment is received in full for any outstanding fees.

5. INFORMATION

- 5.1. We will provide the Services from information provided by you (written or verbal) and whilst we will take every care in the

processing and compiling of the information we will not conduct an audit or independent verification of such information.

- 5.2. In order to perform the Services, we may request additional information from you. You agree to provide any information requested by us in a timely manner and in accordance with our Terms of Engagement.
- 5.3. You will be responsible in all respects (including cost) for providing all source data requested by us in the performance of the Services in a format reasonably required by us.
- 5.4. You will arrange for reasonable access by us to relevant individuals, documents and databases (as required in the performance of the Services). You will be responsible for the completeness and accuracy of the information supplied to us by such persons and databases. We will not be responsible for any delay in providing the Services caused as a result of you not providing reasonable access to the information required by us to complete the Services.

6. ACCURACY OF INFORMATION

- 6.1. The Services are provided to you on the understanding that you will make full disclosure to us of relevant information and that:
 - 6.1.1. you are responsible for the reliability, accuracy and completeness of the accounting records, particulars of information provided and disclosure of all material and relevant information;
 - 6.1.2. we will rely on the completeness and accuracy of the information provided by you to complete the Services;
 - 6.1.3. you warrant that the information provided by you will be true and correct; and
 - 6.1.4. any advice given to you by us is only an opinion based on our knowledge of your particular circumstances and the information provide to us by you pursuant to the Terms of Engagement.
- 6.2. The Australian Income Tax legislation places responsibility for information contained in tax returns with the tax payer (that is, you). Accordingly, you will be responsible for maintaining adequate financial and accounting records to enable us to carry out the Services.

7. TIMING

- 7.1. You acknowledge and agree that we may suffer a penalty or have conditions imposed on us where we fail to meet certain Australian Taxation Office (ATO) requirements and/or guidelines and that the provision of documentation and information by you and your related parties is an important aspect of the provision of the Services by us.
- 7.2. We will use best endeavours, as required, to lodge reports (including income tax returns), by their due dates.
- 7.3. If you are late in providing all information or returning all documentation to us that has been requested:
 - 7.3.1. we will do our best, but will not be obliged, to meet relevant time limits;
 - 7.3.2. we will not be responsible in any respect for any late lodgement penalties (including any interest) you may incur;
 - 7.3.3. we will provide a reminder to you either by way of telephone, email or postal communication;
 - 7.3.4. we will only provide a maximum of three (3) reminders;
 - 7.3.5. If, after the maximum number of reminders have been provided to you, you still have not provide all the information requested, we may, at our discretion, terminate this Engagement and/or remove you from our tax agent list and advise you of this removal. In such an instance, you will become responsible in all respects for ATO and other lodgement requirements.
- 7.4. We are required by income tax law to return any income tax returns to you for your approval and execution prior to lodgement.

- 7.5. Where you fail to execute documents sent to you by us for execution within the time period nominated the following will apply:

- 7.5.1. We will provide a reminder to you either by way of telephone, email or postal communication;
- 7.5.2. We will only provide a maximum of three (3) reminders;
- 7.5.3. If, after the maximum number of reminders have been provided to you, we do not receive documentation from you, we may, at our discretion, terminate this Engagement and/or remove you from our tax agent list and advise you of this removal. In such an instance, you will become responsible in all respects for ATO and other lodgement requirements.
- 7.5.4. If we are required to resend documentation to you at any time we may charge an administration fee for doing so. The amount of such administration fee will be at our discretion.

8. FEES

- 8.1. We will at every opportunity, and where appropriate, offer a fixed price agreement for any services offered by us. The scope of work to be performed by us under the fixed fee arrangement will be clearly set out in correspondence to you. Any work performed by us occurring outside of any fixed scope will be charged at the applicable hourly rate (as set out below) in accordance with this agreement.
- 8.2. Where a fixed price agreement is not entered into, our fees will be calculated based on the time, degree of skill and acumen required to complete the services undertaken by us.
- 8.3. Where a range of fees has been provided by us, we have done so because of the uncertainty around the nature of complexity of the services to be provided to you. We will endeavour to provide a more accurate estimate of costs when we are able. Any estimate is based on the expected amount of time and level of staff required to complete the services to be provided to you.
- 8.4. Estimates of fees provided to you are based on the information available to us and subject to change. We will advise you of any substantial changes to any estimate provided as we become aware of them. Factors that can result in a change include a change in the nature and extent of the work required (including a change in your instructions), delays in obtaining information or resolving queries, complications arising from material issues either not disclosed to us or that become apparent as part of the provision of services of you.
- 8.5. Occasionally, additional time will be incurred for non-recurring work as a result of an Australian Taxation Office error, enquiry or audit activity or special work requested by you. Any time spent on such matters by us will be charged on a time basis, subject to the above rates or if requested by you, will be subject to a further fixed price quotation or scope variation. Any time spent on rework arising from inaccurate, incomplete or revised source data will be billed on a time basis.
- 8.6. Our current hourly rates vary from \$120.00 per hour (plus GST) to \$400.00 per hour (plus GST). The rates of our staff members that may become applicable are as follows:

Staff member	Hourly rate (excl GST)
Manager/Director	\$330.00 - \$400.00
Senior Accountant	\$280.00 - \$330.00
Accountant	\$200.00 - \$280.00
Graduate Accountant	\$160.00 - \$200.00
Administration	\$120.00 - \$190.00

- 8.7. Any disbursements, costs (including any third party software provider subscription fees and charges) and outgoings (Specific Disbursements) incurred by us in providing the services will be charged by us to you. To the extent that we are able, we will seek

your written instructions before incurring any specific disbursements. you irrevocably indemnify us for any specific disbursements incurred by us upon your behalf in performing the services

- 8.8. We may issue invoices to you for fees as follows:
 - 8.8.1. at the conclusion of each major stage;
 - 8.8.2. progressively on an interim basis;
 - 8.8.3. when the value of work in progress exceeds \$250.00;
 - 8.8.4. prior to or on the termination of our Engagement for any work in progress not yet billed;
 - 8.8.5. progressively in instalments as agreed in any fixed price agreement or any other agreement with you; or
 - 8.8.6. at our sole discretion.
- 8.9. Invoices will include a general description of the task performed.
- 8.10. If you request a fully itemised account, any time incurred by us in the dissection, itemisation or breaking down of fees at the request will be charged on a time basis to you.
- 8.11. You authorise us to give our accounts via such method as we deem appropriate including email, personal delivery or mail. Where you provide us with a facsimile number or an email address for communication purposes and have requested us to give accounts by facsimile or email, then by facsimile or email. If you have requested to receive your invoices by a particular method, we will endeavour to comply with your request however, we will retain our discretion to give accounts by such method as we deem appropriate in the circumstances.
- 8.12. Accounts must be paid in accordance with the due date recorded on the account.
- 8.13. If an account remains unpaid for a period of six (6) days after it is due, we may charge a late payment interest fee of one and a quarter percent (1.25%) per month (15% per annum) as at the date of the bill. This is in order to avoid penalising those clients who pay promptly and increasing our fees generally.
- 8.14. If you default in payment of any account when due, you will indemnify us from and against all costs and disbursements incurred by us in pursuing the debt including legal costs on a solicitor and own basis and any collection agency costs incurred by us (as permitted by law).
- 8.15. As you will no doubt understand, it may become difficult or embarrassing for us to continue to provide services to you where you formally dispute an account of costs or part thereof rendered to you. Accordingly, our instructions to continue to act for you in relation to the matter may then have to be reviewed. If, however, you have any queries when we do render our account to you, please do not hesitate to contact us in the first instance so that we can try to answer any concern you may have.

9. THIRD PARTIES

- 9.1. During our Engagement it may be necessary for us to contact third parties and seek information on your behalf. You authorise us to engage with third parties as may be required by us to perform the Services.
- 9.2. We will not disclose your confidential information to a third party without your prior approval.

10. TAX AND ACCOUNTING WORK

Where the Services include the provision of tax and accounting work for a particular year end, you agree that the following clauses apply:

- 10.1. In order to undertake your annual compliance work, we may request a review be undertaken which will include a presentation and explanation of the financial reports and tax estimates in respect of you and your related entities as well as relevant business issues that have been identified. Reviews will only be undertaken where they are within the scope of our Engagement.

- 10.2. You will be responsible for maintaining and regularly balancing all books of accounts and the maintenance of an adequate accounting and internal control system.
- 10.3. If you maintain a general ledger accounting system, we will provide journal entries to adjust your closing balances to the final accounts prepared by us.
- 10.4. Our involvement will not disclose fraud, defalcations or other irregularities which may occur. We will advise you of any material weaknesses in your accounting or internal control systems which come to our attention.
- 10.5. You acknowledge and agree as follows:
 - 10.5.1. You will check any return prepared by us for accuracy prior to execution by you;
 - 10.5.2. You will return executed documents to us within the nominated time period;
 - 10.5.3. You have obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns;
 - 10.5.4. A return may be subject to later review by the Commissioner of Taxation and may take place within a period of up to four (4) years after tax becomes due and payable under an assessment;
 - 10.5.5. Where there is fraud or evasion there is no time limit on by the Commissioner of Taxation amending an assessment;
 - 10.5.6. Where the application of a taxation law to your particular circumstances is uncertain you 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.
 - 10.5.7. If you rely on a private ruling, the Commissioner of Taxation 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.
 - 10.5.8. Where you disagree with the decision in the private ruling, or the Commissioner of Taxation 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.
11. **SUPERANNUATION COMPLIANCE**

Where the Services include the provision of superannuation compliance for a particular year end, you agree that the following clauses apply:

 - 11.1. The annual audit of the financial reports and records of the super fund must be carried out during and after the end of each year of income. Our audit will be conducted pursuant to SISA.
 - 11.2. In respect of any financial audit:
 - (a) The financial audit involves our performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. It also includes our evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the trustees, as well as the overall presentation of the financial report;
 - 11.2.1. You acknowledge and agree that due to the nature and other inherent limitations of an audit, together with the

inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered by us;

- 11.2.2. We will advise you of any material weaknesses in the super fund's system of accounting and internal controls that come to our attention during our audit;
- 11.2.3. We will conduct our financial audit in accordance with the Australian Auditing Standards.
- 11.3. In respect of any compliance audit:
 - 11.3.1. The compliance audit involves our performing audit procedures to obtain audit evidence about the super fund's compliance with the provisions of the SISA and SISR specified in the ATO's approved form of auditor's report;
 - 11.3.2. Our compliance audit with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the fund, which gives due consideration to risk, return, liquidity and diversification;
 - 11.3.3. Our audit procedures will include testing whether the investments are made for the allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members;
 - 11.3.4. We will conduct our compliance audit in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board.
- 11.4. You acknowledge and agree that trustees of super funds have responsibilities to ensure that the super fund, at all times, complies with the SISA and SISR as well as any other legislation relevant to the fund. These responsibilities are not ours.
- 11.5. The trustees are also responsible for the preparation and fair presentation of the financial report. Accordingly, we will request from the trustees for the super fund written confirmation concerning representations made to us in connection with the audit.
- 11.6. We will advise you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the SISA or SISR which we believe has occurred or may occur. We will also notify the ATO of such contravention if required.
- 11.7. We will advise you and the ATO in writing if we believe the financial position of the super fund may be, or may be about to become, unsatisfactory.
- 11.8. You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities.
- 11.9. We confirm that, to the best of our knowledge and belief, we meet the current independence requirements of the *Code of Ethics for Professional Accountants*, as issued by the Accounting Professional and Ethical Standards Board in relation to the audit of the fund. We will advise you in the event we become aware that we have contravened these independence requirements.
- 11.10. Our audit report is prepared for the members of the super fund only. We are not liable in any respect in relation to any report provided in respect of the fund to any party other than the members of the fund or for any purpose other than that for which it was prepared.

12. BOOKKEEPING SERVICES

Where the Services include bookkeeping services you agree that the following clauses apply:

- 12.1. Subject to the terms of this clause we will use best endeavours to ensure that no errors are made when processing your accounts and information.
 - 12.2. We accept no liability or responsibility for data or information received from you or your agents which may lead to possible errors occurring.
 - 12.3. You must review all bookkeeping work completed by us within seven (7) days of it being received by you. You must ensure that all necessary changes are brought to our attention immediately. If you fail to bring any changes to our attention within the seven (7) day time period, the work performed by us is deemed accepted by you.
 - 12.4. We assume no responsibility for the accuracy of the documentation or electronic data provided by you or your agents.
 - 12.5. We accept no liability for any loss or damage arising from errors either initially contained within documentation or electronic data provided by you or your agents or work deemed accepted by you.
 - 12.6. Where we provide bookkeeping services to you by way of a fixed price package (**Bookkeeping Package**), the following clauses apply:
 - 12.6.1. The fixed price fee provided by us is based on a minimum twelve (12) month contract.
 - 12.6.2. Subject to the terms of this clause, when we are engaged to provide bookkeeping services pursuant to a Bookkeeping Package we will, in addition to providing you with bookkeeping services, provide a review of your current bookkeeping services, recommendations, establishment of the bookkeeping services and appropriate training (as determined by us in our sole discretion) (**Loyalty Services**) for no additional fee notwithstanding that such services are estimated by us to be valued around \$2,500 (depending on the nature of your business) (**Loyalty Services Fee**).
 - 12.6.3. The Loyalty Services Fee will be waived entirely if you engaged us to provide bookkeeping services pursuant to a Bookkeeping Package for a period of twenty-four (24) months.
 - 12.6.4. Notwithstanding any other term of this agreement, you may only terminate the bookkeeping services on seven (7) days written notice to us.
 - 12.6.5. The Loyalty Service Fee must be paid to us in the following circumstances:
 - (a) You terminate the Bookkeeping Package with first twelve (12) months from the date of commencement of the services – whole Loyalty Services Fee becomes immediately due and owing to us;
 - (b) You terminate the Bookkeeping Package between months 13 – 15 from the date of commencement of the services – 50% of the Loyalty Services Fee becomes immediately due and owing to us;
 - (c) You terminate the Bookkeeping Package between months 16 - 21 from the date of commencement of the services – 30% of the Loyalty Services Fee becomes immediately due and owing to us;
 - (d) You terminate the Bookkeeping Package between months 22 - 24 from the date of commencement of the services – 10% of the Loyalty Services Fee becomes immediately due and owing to us;
 - (e) You terminate the Bookkeeping Package after 24 months from the date of commencement of the services – Loyalty Services Fee is waived.
- You acknowledge and agree that the requirement for reimbursement is due to the investment of time and money we provide in setting up the services to be provided to you for which we have not been recompensed.

12.6.6 The Loyalty Services Fee will not be greater than \$2,500 unless you are advised otherwise in writing by us.

13. ACCOUNTING SOFTWARE

Where the Services include our recommendations as to the accounting software needs for your business the following clauses apply:

- 13.1. Any recommendation made by us to you as to a Third Party Provider and/or Third Party Service is made on basis of the information provided by you to us prior to the making of the recommendation.
- 13.2. You acknowledge that:
 - 13.2.1. prior to entering into any agreement to use the services of a Third Party Provider you have satisfied yourself as to the suitability of the Third Party Services for you and your business; and
 - 13.2.2. any agreement by you to engage or use the services of any Third Party Provider is subject to the terms of use of that Third Party Provider which terms you will abide.
- 13.3. We are not liable in respect of the services provided by a Third Party Provider to you.

14. GUARANTEE

- 14.1. Where you act on behalf of or issue instructions to us in relation to the affairs of a trust, company or other type of entity/structure, we may require a guarantee for payment of our fees and charges.
- 14.2. Any person who signs this agreement on behalf of a company or trust (or other structure), personally guarantees payment of our fees and costs.
- 14.3. Where more than one (1) person signs this agreement, those persons are jointly and severally liable for payment of our fees.

15. GST

- 15.1. All monetary sums and other rates referred to in this agreement are exclusive of GST unless stated otherwise. You will pay us an additional amount on account of any GST, which we are liable to pay as a result of any supply by us to you.

16. TRUST MONIES

- 16.1. At the initial stage of the engagement, and during its course, we may request monies from you to be placed in our trust account.
- 16.2. You authorise us to receive into our trust account all monies on your behalf and to pay or apply those monies:
 - 16.2.1. For the purpose nominated when you paid those monies to us;
 - 16.2.2. To reimburse us for outlays we have paid on your behalf;
 - 16.2.3. To pay our fee invoices fourteen (14) days after they have been sent to you (unless disputed by you);
 - 16.2.4. To pay other service providers that you have instructed us to engage on your behalf;
 - 16.2.5. To persons that you direct in writing.

17. RETENTION OF CLIENT DOCUMENTS

- 17.1. Your file may be partly electronic and partly hard copy. We will not make hard copies of all communications or documents we receive or produce. We will keep such file documents for which we hold a hard copy for [seven (7) years after completion of your matter and then destroy them without further notice to you.
- 17.2. We will keep an electronic copy of such parts of your file that are so recorded for as long as we deem appropriate however we cannot guarantee that these documents remain accessible due to changes of technology.
- 17.3. Should you require documents to be available for longer periods, you should instruct us to hold them in safe custody on your behalf. A fee may apply. Alternatively you may request that we transfer the file (hard copy and electronic) to you.

- 17.4. You authorise us to copy or record the file electronically or otherwise at our discretion and to destroy any physical documents as detailed above.

18. TERMINATION

- 18.1. You may terminate this engagement and withdraw instructions at any time and for any reason.
- 18.2. We may terminate this engagement or cease to act for you if you:
 - 18.2.1. breach this agreement and fail to remedy the breach within seven (7) days' notice of the breach from us;
 - 18.2.2. require us to act unlawfully or unethically;
 - 18.2.3. fail to give us timely and/or adequate instructions;
 - 18.2.4. fail to provide or return documentation to use in a timely manner;
 - 18.2.5. indicate that you have lost confidence in us;
 - 18.2.6. failure to pay any of our accounts or to provide money to be paid into trust as may be required from time to time;
 - 18.2.7. are subject to any one (1) or more insolvency events, including:
 - (a) an application to a court for an order that you be wound up, declared bankrupt or that a provisional liquidator or receiver and manager be appointed, unless the application is withdrawn, struck out or dismissed within fourteen (14) days of it being made;
 - (b) appointment of a liquidator or provisional liquidator;
 - (c) appointment of an administrator or a controller over any of your assets;
 - (d) the proposed winding up or dissolving of you;
 - (e) you become insolvent as disclosed by us or otherwise, state that you are insolvent or you are presumed to be insolvent under an applicable law;
 - (f) you become insolvent or under administration as defined in the Corporations Act or action is taken which could result in that event;
 - (g) you are taken to have failed to comply with a statutory demand in accordance with the Corporations Act;
 - (h) a notice is issued under sections 601AB or 601AA of the Corporations Act;
 - (i) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs in this definition.
 - 18.2.8. lose legal capacity.
- 18.3. We may also terminate the agreement if we on reasonable grounds, believe that we have a conflict of interest.
- 18.4. We will give you reasonable notice of our intention to terminate this agreement. If this engagement is terminated by us or you, we are entitled to all outstanding fees up to the date of termination and will be entitled to retain possession of your documents until all our fees have been paid by you.

19. THIRD PARTY PROVIDERS

- 19.1. Where you elect to use a Third Party Provider to provide a Third Party Service either on recommendation from us or otherwise the following applies:
 - 19.1.1. You, together with your related entities, will be bound by the Third Party Provider's terms of use for the Third Party Service;
 - 19.1.2. Any data entered into the Third Party Service by us as part of our Engagement will remain our property;
 - 19.1.3. Where the subscription for the Third Party Service is in our name, we may restrict your access to any Third Party Service in that event that you fail to comply with the terms of our Engagement (including failure to pay our fees);

- 19.1.4. We will not be responsible for maintaining the secrecy or confidential information of any data entered into the Third Party Service;
- 19.1.5. We will not be responsible for providing any support services in respect of the Third Party Service. All such queries are to be directed to the relevant Third Party Provider.
- 19.1.6. On the termination of this engagement, we may at our sole discretion assign any Third Party Provider account opened on your, or your related entities behalf, to you (subject to the Third Party Provider's terms of use). Any costs incurred by us in respect of any such assignment will be paid by you prior to the assignment.
- 19.2. You acknowledge and agree that we may receive rebates, incentives, payments and so on for you use of a Third Party Service or Third Party Provider. We appropriate and required by law we will advise you of such.

20. OUTSOURCING

- 20.1. You agree that we may outsource to such persons or entities in Australia or otherwise some or all of the Services.
- 20.2. We will ensure that where we use outsource any of the Services the Services will be performed in accordance with the terms and conditions of the Engagement and the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standard Board Limited.

21. EXCLUSIONS

- 21.1. We do not, and will not, undertake the following as part of any Services we provide to you:
- 21.1.1. Provide any advice of a legal nature.
- 21.1.2. Provide any advice as to compliance with employment or industrial relations laws or regulations.
- 21.2. You are responsible for obtaining separate professional advice on these matters. We will not be liable or responsible to you for any loss, penalty or damage you or your associated or related entities may incur in relation to these excluded matters.

22. CONFIDENTIALITY

- 22.1. Any information acquired by us in the course of our Engagement is subject to strict confidentiality requirements.
- 22.2. Confidential information will not be disclosed by us to other parties except as permitted under the terms of this Engagement, as required or allowed for by law or professional standards, or with your express consent.
- 22.3. Our files may be subject to review as part of the quality control review program of the Institute of Chartered Accountants in Australia which monitors compliance with professional standards by its members. You agree that you file may be available for review under this program or by the ATO. We will advise you if this occurs.

23. QUESTIONS OR CONCERNS

If you are concerned about the way your matter is being handled mention it first to your contact and if you are still concerned please contact the Supervising Accountant or another accountant of the firm, who will investigate the matter and contact you to talk about the problem.

24. PRIVACY

We may collect personal information about you, 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 1998 (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

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 purposes where we provide our services to you. We will handle the personal information in accordance with the Privacy Act. Our Privacy Policy can be provided upon request and is located at www.uemgroup.com.au.

25. 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>.

26. AMENDMENT

- 26.1. Each financial year we will review the terms of this engagement including our fees and disbursements. If we propose to amend either of these will notify you in writing and ask if you agree to the amendments.
- 26.2. Any amendment to this agreement must be made in writing and signed by all parties.

27. JURISDICTION

The law of Queensland will apply to these Terms of Engagement