

TERMS OF ENGAGEMENT

This document confirms iCompass Pty Ltd ("iCompass / We / Our") terms of engagement. These terms will apply to all services provided by iCompass to you, our client.

Where referred to in this document:

- **'Engagement Agreement'** means our Engagement Form, Engagement Letter or Engagement Agreement.
- **'Professional Services'** means the services outlined in the Engagement Agreement under the Scope of the Engagement.
- **'Payment Year'** means in relation to any Fixed Fee the year over which that Fixed Fee applies.
- **'Fixed Fee'** means the fee (if any) described in the Engagement Agreement as a Fixed Fee.

Professional Regulation and Association

iCompass is a CPA Australia Practice and the Professional Services provided by iCompass under this Agreement will be conducted in accordance with all relevant professional and ethical standards applicable to CPA Practices including those of the Accounting Professional & Ethical Standards Board Limited.

The provision of tax agent services is governed by the Tax Agent Services Act 2009 (TASA) and the accompanying regulations. Registered tax practitioners must comply with the requirements of the TASA, which includes a set of ethical and professional standards known as the 'Code of Professional Conduct'. General information about the obligations and responsibilities of tax practitioners to their clients is set out in the document, Rights and Obligations of the Parties under the Taxation Laws, which can be found on our website.

The Tax Practitioners Board (TPB) is responsible for the registration and regulation of tax practitioners and for ensuring their compliance with the TASA. As part of this role, the TPB maintains a register that enables the public to ensure they are engaging the services of a registered tax practitioner. The register also provides details of suspended and deregistered tax practitioners.

To check our details, search the TPB Register at www.tpb.gov.au/public-register using either of the following details:

- Practitioner Name: iCompass Pty Ltd
- Registration Number: 00566015

We are required to advise if certain prescribed events have occurred within the last five years (but not before 1 July 2022). This will enable each client to make a fully informed decision on whether to engage or re-engage iCompass to provide tax agent services.

- We advise there are currently no matters that we are required to report to you and the Group.

We are also required to advise whether the tax or BAS agent registration of iCompass is subject to any conditions.

- There are no conditions attached to our registration.

Where applicable the Professional Services will be conducted in accordance with the rules governing Australian Securities and Investments Commission registered Agents.

Professional Services

Documents prepared by and advice given by iCompass as part of the Professional Services are wholly reliant on the accuracy of the information and documentation provided by you.

You cannot rely on the engagement of iCompass to disclose irregularities in the Client's accounts including fraud or other illegal acts. No audit or review is provided as part of the Professional Services (unless expressly stated otherwise) and accordingly no assurance as to the truth and fairness of any Financial Statements or other Documents produced by iCompass on behalf of the Client can be expressed. iCompass will however advise the client of any irregularities or any material weaknesses in the accounting or internal control systems that come to iCompass' attention during the course of our engagement.

Documents prepared as part of our Professional Services will be prepared for distribution to you and any third parties indicated in the documents for the agreed purpose(s). The documents prepared must not be relied upon by any third-party not indicated in the document and no assumption will arise as to our responsibility for reliance on our report by such parties. The documents will not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our reports may include a disclaimer to this effect.

Advice and Services provided to you by iCompass are correct as at the date they are provided, and subsequent legislation or regulations may render the advice incorrect. You should not seek to rely on our advice for future matters outside of the scope of this engagement without first seeking our updated advice.

Disclosure and Provision of Information

The Client is solely responsible for the reliability, accuracy and completeness of the information provided to iCompass. The Client must ensure that all relevant material, information, and documentation is provided to iCompass within the timeframes provided by iCompass (this includes all extra information requested by iCompass). Inaccurate, incomplete, or late provision of information may result in additional fees.

You will immediately advise iCompass if there is any change in your circumstances or the information provided to us that will affect the services or advice, we are providing to you.

If the Client is a Corporation or other commercial client, the client will be responsible for maintaining and regularly balancing all books of accounts and an adequate accounting and internal control system (unless expressly stated otherwise). You will provide us with copies of your books of accounts, Activity Statements, Bank Statements and loan documents, details of new assets purchased, PAYG Payment Summaries issued, and superannuation payments for employees.

Please be aware that:

- you are responsible for the accuracy and completeness of the particulars and information provided in relation to taxation services and this responsibility rests with you; and
- any advice given to you is only an opinion based on our knowledge of your particular circumstances; and
- a taxpayer is responsible under self-assessment to keep full and proper records in order to facilitate the preparation of a correct return.

Professional Services relating to Taxation

Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of a taxation law to your particular circumstances is uncertain you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You must provide a description of all of the facts (with supporting documentation) that are relevant to your scheme or circumstances in our private ruling application. If there is any material difference between the facts set out in the ruling and what you actually do the private ruling is ineffective.

If you rely on a private ruling you have received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you. Where you disagree with the decision in the private ruling, or the Commissioner fails to issue such a ruling, you can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. Your time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

During the performance of our work under this engagement, we may detect conduct or a transaction that is considered to constitute Non-compliance with Laws and Regulations (NOCLAR), which has a material effect on any documents or information that might be required to be provided to a regulatory authority such as the ATO.

If we detect any NOCLAR, we may have a professional requirement to make a disclosure to a regulatory authority. We will follow a formal process which will include advising you of our concerns and, if necessary, seeking legal advice. If we do seek legal advice, we reserve the right to ask you to pay or reimburse us for our reasonable costs.

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.

Prescribed Events and Matters to be Aware

By law, iCompass must not (in any capacity) make a statement to (or prepare a statement that they know or ought reasonably to know is likely to be made to) the ATO, the TPB or another Australian government agency, or permit or direct someone else to make or prepare such a statement, that they know or ought reasonably to know is false, incorrect, or misleading in a material particular, or omits any matter or thing without which the statement is misleading in a material respect.

If we become aware that a statement we made or prepared (or permitted or directed another to do so) to the ATO, the TPB or another Australian government agency on your behalf or on behalf of a client in your Group was false, incorrect or misleading in a material particular (including by omission) at the time it was made, we may advise you to take action to correct the false or misleading statement.

If after a reasonable period of time after providing this advice, we are not reasonably satisfied that you or the relevant Group client has corrected the statement (or provided consent for us to correct the statement) or adequately explained the basis for the statement, we may take further action. In some cases, this may include withdrawing from the engagement and notifying the ATO or the TPB about the matter.

Confidentiality

Any information acquired by us in the course of our engagement is subject to strict confidentiality requirements. We will not disclose information relating to your affairs or your personal details to third parties unless:

- required to do so by law; or
- provided for by our Engagement Agreement or these Terms of Engagement; or
- we have your express consent.

You authorise us to provide your Personal Information or Confidential Information to third parties in the following situations:

- To CPA Australia if your file(s) is/are requested by them for the purpose of the CPA quality control review program which monitors compliance with professional standards by its members. We note that if this occurs, we will advise you. The same strict confidentiality requirements apply under this program as apply to us; and/or
- To third-party consultants, contractors, agents, or software providers engaged by us in the course of providing you with the Professional Services (this includes the use of online software). These third parties may or may not be overseas. We will ensure that all third parties engaged in the course of providing you with the Professional Services agree to keep confidential all information we provide to them; and/or
- To any third-party software providers listed in the Engagement Agreement for the purpose of signing you up to their software.

Our Privacy Statement is available on our website:
www.icompass.com.au

Use of external contractors (Domestic and International)

We utilise the services of external contractors in the provision of our services. These contractors may be domestic (within Australia) or may be international (outside of Australia, mainly in the Philippines). We directly engage these contractors and ensure appropriate due diligence is conducted prior to any engagement. We provide training and support of these contractors to ensure they meet iCompass' strict quality standards. Their access to any iCompass information or systems are regulated via our cyber security processes which are applicable for all iCompass employees as well as contractors. You acknowledge that we will provide these contractors access to our systems, which will include controlled access to your business and personal data, so they can conduct any work we require them to complete. iCompass remains responsible for any work completed by the contractors and have in place appropriate review processes to maintain our high standards.

Accounting and Business Software/ Programs

You authorise us to sign you up to the Software Systems or Programs listed in the Schedule to the Engagement Agreement or confirmed by other written communications (including by letter or email). You acknowledge that we will provide them with your personal or confidential information as required by them. You agree to abide by the Terms and Conditions of the Software Systems and Programs, and you authorise us to accept these Terms and Conditions on your behalf.

We will take all reasonable precautions to ensure that any electronic data that contains your private information is securely stored and that any email transmissions 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 such information.

In the event that, despite our firm 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.

Fees and Payments

Our Professional fees will be charged in accordance with the paragraph entitled "Payment Schedule", "Fee Estimate", or "Pricing" in our Engagement Agreement.

Unless we have quoted a Fixed Fee, our fees are based on the time and degree of skill required for the job. There may be instances where the degree of skill and time required to complete the job exceed our initial expectation due to changes in circumstances or disclosure of further information, in the event that this occurs we will provide you with a reviewed estimate of our costs as soon as reasonably practical. Our fees will be billed as work progresses.

Payment of our accounts is required to be made within 7 days of the date of our invoice except where we have quoted a Fixed Fee.

Our fees (including Fixed Fees) are reviewed and updated effective 1 July each year, however we do reserve the right to review these rates at any time and change them without prior notice.

Note that lodgement of any documentation by us will not proceed until all accounts have been settled in full unless special alternative arrangements are made with us prior to the due date.

Fixed Fee

The following provisions apply if the Fee quoted under the "Payment Schedule", "Fee Estimate", or "Pricing" heading in our Engagement Agreement is a Fixed Fee on a monthly basis:

- The Fixed Fee will be for the Professional Services provided over the period (normally a year) listed in our Engagement Agreement ("Payment Year").
- The Fixed Fee is incurred by the Client on the same date each month as indicated in the engagement agreement commencing the engagement agreement start date.
- The Fixed Fee will be invoiced monthly, normally on the 1st of the month, and payment due immediately, unless stated otherwise on the Engagement Agreement, and is to be paid by direct debit or debit/credit card on the same day unless alternative arrangements are agreed on the Engagement Agreement.
- It is your responsibility to ensure there are adequate funds in your direct debit account or debit/credit card account each month for payment of the monthly Fixed Fee. If the monthly charge does not go through, we will re-process the charge within the next 7-days, but a fixed reprocessing fee will be applied at a rate of up to \$30 plus GST.
- The Professional Services provided in any one month will not correspond to the payment received that month, for example the Professional Services may be completed in the 10th month of the relevant Payment Year but will be paid by monthly Fixed Fees amounts, nonetheless.
- If the client does not meet the Fixed Fee payments within the stated timeframes of the Engagement Agreement, at iCompass' sole discretion we may cease to continue to provide any further Professional Services until the outstanding Fixed Fees are settled in full, or until to the end of the agreed Term of the Engagement as per the Engagement Agreement.
- Either party may terminate the Engagement Agreement at any time by providing one month's notice. The full month's Fixed Fee incurred in this notice period remains payable and normal service will continue to be provided.
- At the end of this notice period, we will cease any work that has been commenced and will have no further obligation to finalise that or any other work. We will endeavor to advise where we are part way through a piece of work and feel it not in your best interest to cease the engagement at that point, potentially losing the value of the partly complete work we have done.

Guarantee for payment of Fees

Where the Client is a Corporation or a Trust with a Corporate Trustee, we require the Directors of the Corporation or Corporate Trustee to personally guarantee payment of our fees and out of pocket expenses and to sign an acknowledgement of this under the Guarantor(s) Acknowledgement in our Engagement Agreement.

Other Matters

In providing us with the details of your previous accountant, you confirm that we may contact them to confirm our engagement for ethical reasons, as encouraged by the accounting profession, and to request copies of documentation necessary for a smooth and thorough transfer to our firm.

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

If a compilation service is required, the resulting financial statements are accompanied by a Compilation Report which expresses the conditions under which the statements have been prepared and includes points such as an audit or review has not been conducted, that no assurance as to whether material changes are necessary for the statements to conform to Australian Accounting standards, and that the report is a representation of information provided by you.

The final Financial Statements, Tax Returns (including Income, BAS, IAS and FBT) and any other documents which we are specifically engaged to prepare, together with any original documents given to us by you, will be your property. Any other documents brought into existence by us including general journals, working papers, the general ledger, draft financial statements, and copies of tax returns, will remain our property at all times.

In the event that you terminate our services, you are advised that we shall be entitled to retain all documents belonging to you and any related parties until payment is received in full for all outstanding fees, being a lien over your documents.

Limitation of Liability

Our liability is limited by a scheme approved under Professional Standards Legislation and applicable regulations of the Professional Body. Further information on the scheme is available from the Professional Standards Council's website: www.psc.gov.au

Coverage and Acceptance of our Engagement

To act as your Taxation Agent, we will need you to sign and return our Engagement Agreement.

Where no signed Engagement Agreement is provided but you provide us with information and instructions to act on your behalf, then this will be taken as acceptance of these Terms of Engagement, and these will bind us.

These Terms of Engagement supersede any prior terms agreed between iCompass and the Client and we reserve the right to amend these Terms of Engagement by publishing new terms on our website at www.icompass.com.au

If you have any questions, contact us at:

Phone 1300 554 948

Email support@icompass.com.au