

BUSINESS TERMS

The provision of our accounting and taxation services is regulated by Chartered Accountants Australia and New Zealand (CAANZ) together with the Tax Practitioners Board. This Engagement Letter and Business Terms (together with any additional correspondence relating to a particular matter that we provide to you at the time of receiving instructions) set out the basis upon which services are provided to you, and any other work which you (or any company or organisation you control) may instruct Brentnalls NSW Pty Ltd (Brentnalls NSW).

THIS AGREEMENT

These terms and the engagement letter to which it applies (together "Agreement") set out the terms on which Brentnalls NSW ABN 54 109 527 835 ("Brentnalls NSW", "we" or "us") will provide services to you. Where the letter is addressed to more than one addressee, each addressee is a party to, and is bound by, the terms of this Agreement.

Where a Nominated Representative has been appointed by a Client Group, each member of the Client Group including the Nominated Representative is bound by the terms of this Agreement. We will treat you as having accepted this Agreement if you (or the Nominated Representative) continue to instruct us after you have received it without first stating that you do not accept the terms of this Agreement and/or you pay our accounts expressly calculated under the terms of this Agreement.

This agreement constitutes the entire agreement between us in relation to the services and the other matters covered in this Agreement, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

Both parties may execute this Agreement (and modifications to it) by electronic means. We may update the business terms from time to time. When this occurs we will notify you electronically. The most current business terms applying to engagements will be available on our website www.brentnallsnsw.com.au.

You represent and warrant that the person signing this Agreement on your behalf (including but not limited to the Nominated Representative) is expressly

authorised to execute it and to bind you and any of your affiliates or others for whom services are performed to its terms.

This Agreement will continue to be effective until we advise you of any change in the arrangement.

A reference to "you" in this Agreement, includes a reference to Nominated Representative and each member of a Client Group (where applicable).

PURPOSE, SCOPE and OUTPUT OF THE ENGAGEMENT

Brentnalls NSW will provide services as expressly agreed with you ('Services'). These Services will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (APESB). The extent of procedures and services will be limited exclusively for this purpose only. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed. We will provide our Services with the degree of skill, care and diligence expected of a professional providing services of this kind however our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and errors that may exist. However, we will inform you of any such matters that come to our attention.

You agree that you will only rely on our final written deliverables. If you wish to rely on something that we have told you, please let us know so we can prepare a written deliverable on which you may rely.

We accept no liability or responsibility to any third party in connection with our Services. You agree to indemnify us against any liability (including legal

Liability limited by a scheme approved under the Professional Standards Legislation.

Brentnalls is not a partnership or a joint venture. Instead, the business of Brentnalls NSW is independently owned and operated and it is an independent member of the Brentnalls Affiliation of Accounting Firms. Individual member firms do not accept responsibility or liability for the actions or inactions of any other individual member firm.

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costs) that we may incur in connection with any claim by a third party regarding this Agreement or services.

ENGAGEMENTS

Where an Engagement Proposal is prepared, it is on the basis that all information required to complete the engagement is provided in an appropriate format and in a timely manner. Brentnalls NSW reserves the right to not commence work until all information is received in the appropriate format.

Should you not meet the conditions stated above or should significant additional work be required, a new scope of work will be negotiated.

Should the engagement require additional work or research to be performed on a specific matter, a separate engagement will be entered into. An Engagement Proposal does not cover any work required as a result of any review or audit by the Australian Taxation Office or other statutory authority. While an engagement may be postponed or rescheduled with our mutual agreement and without penalties, it is non-cancellable and all tax invoices are due as indicated.

WHAT YOU AGREE TO DO

In order for us to be able to provide our services to you, you agree to;

1. Promptly provide us with all information, instructions and access to third parties we reasonably require to perform our services;
2. Ensure that information provided to us is accurate, complete and not misleading;
3. Alert us to changes to information provided to us;
4. Provide reasonable facilities for us when we work at your premises;
5. Ensure we are permitted to use any third party information or intellectual property rights you require us to use to perform services;
6. Sign and return to us promptly any tax returns or other forms we have agreed to lodge for you as part of our services, so we can lodge on time. Otherwise, you will be responsible for penalties and interest that the relevant authority may charge you;
7. Take reasonable care to meet your obligations under tax and revenue laws, including keeping records required by those laws;

8. Comply with any requests made by us to satisfy regulatory or legal obligations (including AML/CTF requirements), including providing identification documents and other supporting information;
9. Pay our fees in accordance with this agreement.

Our performance depends on you also performing your obligations under this Agreement. You agree that we are not liable for any default that arises because you do not fulfil your obligations under this Agreement or at law.

HEALTH AND SAFETY

We are committed to ensuring the health and safety of our team members. To this end, we expect that you will:

- a) ensure that your premises are safe for Brentnalls NSW persons who may attend your premises;
- b) provide Brentnalls NSW persons who visit your premises or perform work at your premises with:
 - i. any site induction under your policies;
 - ii. any information about hazards or risks to health and safety; anddetails of any emergency plans and procedures (including evacuation plans) relating to the premises.

OUR RESPONSIBILITY TO YOU

To the maximum extent permitted by law, you (and any others for whom we provide services) may not recover from us, in contract or in tort, under statute or otherwise, any amount with respect to any loss of profit, data or goodwill, or any indirect or consequential, cost, loss or damage in connection with claims arising out of this agreement or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated.

To the maximum extent permitted by law, no term, condition or warranty is to be implied in this Agreement, except as expressly provided in this agreement.

Our liability to you is limited by a scheme approved under professional standards legislation. A copy of the scheme may be obtained from us upon request.

Our liability to you will be reduced to the extent to which any loss or damage (including interest or costs) arises from or relates to the acts or omissions of you or any third party. We will not be liable to you for any

consequential or indirect loss (including but not limited to loss of profits).

You may not make a claim or bring proceedings related to the services or otherwise under this Agreement against any other Brentnalls firm or our affiliates or its subcontractors, members, shareholders, directors, officers, partners, principals or employees.

We are bound by the TASA Code of Professional Conduct which includes a duty to act lawfully and in the best interests of our clients, ensure the services we provide are provided competently, maintain our knowledge and skills, take reasonable care in ascertaining the state of your affairs where it is relevant to the work we are completing, and take reasonable care to ensure the tax laws are applied correctly.

In the event of any inconsistency between any term of this Agreement and our obligations under TASA, our obligations under TASA will prevail to the extent of the inconsistency.

APPOINTMENT OF BRENTNALLS NSW PTY LTD AS YOUR TAX AGENT

The Tax Agents Services Act 2009 requires us to issue you with an engagement letter covering the taxation services we provide to you and your related entities. When accepting our Business Terms you will be authorising Brentnalls NSW to act as your accountant and tax agent when dealing directly with the Australian Taxation Office. As a result of this engagement we will attend to the lodgement of all necessary forms with the ATO to effect our appointment as your tax agent.

Brentnalls NSW operates under Tax Agent No. 37003008. As a registered Tax Agent, Partners and Principals are bound by rules imposed by the Tax Practitioners Board.

The Tax Practitioners Board maintains a public register of the registration details of registered, suspended and deregistered tax and BAS agents. Only registered practitioners can provide tax agent services. You can access the register here: <https://www.tpb.gov.au/public-register>

Under the Tax Agent Professionals Code of Conduct, we are obligated to disclose to you any matters which may significantly influence your decision to engage us. We confirm that, at the time of this letter, we have no disclosable matters.

PREPARATION OF FINANCIAL ACCOUNTS AND INCOME FINANCIAL ACCOUNTS, TAX RETURNS AND OTHER REGULATORY LODGEMENTS

Where Brentnalls NSW has been engaged to prepare financial accounts and/or income tax returns, it is agreed that we will not be undertaking any independent audit of the financial statements or income tax returns prepared. Our role will be limited to the compilation of the financial statements and preparation of the relevant taxation returns based on the information and records provided by you to us.

While our engagement does not include the audit of your financial statements or income tax returns, we are required by the Tax Agents Services Act 2009 to satisfy ourselves as to the reasonableness of the information and claims being made in your income tax returns. The legislation provides the basis for this and may require us to make further enquiries with you from time to time in relation to your taxation returns. Where possible, we will endeavour to identify the information that will be required in advance. To ensure the efficient completion of your work, you agree to make available all information as is reasonably required in order for us to complete the various engagements agreed.

Financial Statements, Income Tax Returns, Business Activity Statements and Minutes, will be prepared for distribution to statutory bodies, board of directors, etc. for the agreed purpose. There is no assumption of responsibility for any reliance on our report by any person or entity other than yourself and those parties indicated in the report. The report shall not be inferred or used for any purpose other than for which it was specially prepared. Accordingly, our report may include a disclaimer to this effect.

COMPILATION REPORTS

The financial statements prepared will contain an appropriate compilation report that identifies the extent and limitation of our role in accordance with APES 315 *Compilation of Financial Information* (paragraph 10.2).

APES 315 *Compilation of Financial Information* (paragraph 10.4 & 10.5) allows for a compilation report to be omitted in certain circumstances. These circumstances include situations where an audit or a review of the Compiled Financial Information is being undertaken by another engaged practitioner in accordance with Auditing and Assurance Standards. As a result no compilation report will be issued by

Brentnalls NSW where the Compiled Financial Information is subject to audit. This includes, but is not limited to, the compilation of financial reports for Self-Managed Superannuation Funds.

Some tasks including the preparation of a taxation return and financial information solely for inclusion in the taxation return are not considered Compilation engagements in accordance with APES 315 and therefore are not accompanied by a Compilation report.

STATEMENT OF TAXPAYER'S RESPONSIBILITIES

Before each Return is signed, we draw your attention to the fact that current Income Tax Legislation provides significant penalties for lodging an Income Tax Return which includes false or misleading statements even in circumstances where those statements may be unintentional.

For this reason, we ask that each Return and the detailed supporting schedules attached to your copies be carefully reviewed to ensure that all sources of income have been disclosed and that to the best of your knowledge and belief, no misleading statements have been included.

TIMING AND DEADLINES

A specific timeline may be agreed with us prior to commencement of our Services.

Some of your agreed work is subject to specific legislative deadlines, lodgement dates and other self-imposed timeframes. Our objective is to ensure that all of your work is completed in time to meet these dates. This is reliant on receiving your work within a reasonable time period prior to those due dates (no less than six weeks prior to lodgement date and ten weeks for SMSF) and having timely answers to any queries raised.

Specifically in relation to legislative deadlines, whilst we will endeavour to provide reminders and follow ups to ensure compliance with lodgement dates, the onus remains with you to ensure that your lodgement deadlines are met.

TAXPAYER OBLIGATIONS AND RIGHTS

The Tax Agents Services Act 2009 requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

Self-assessment: Australian taxation systems are

subject to self-assessment in relation to any of your income tax returns and other taxation lodgements. This means that tax and revenue authorities (such as the ATO) are entitled to rely on any statements made in your lodgements. In some cases, lodgement of a return or statement is deemed to be an assessment. In the case of tax laws administered by the ATO (including income tax, fringe benefits tax and GST):

- The ATO may request the information used to complete a statement or return to determine whether tax has been underpaid. The ATO has the power to amend an assessment where there is an underpayment and, where it does, penalties and interest will usually be payable. The ATO must make an amended assessment within a prescribed time-frame. However, in the case of fraud or evasion there is no time limit on the ATO's ability to issue an amended assessment. Absent fraud or evasion, the amendment period for the ATO is generally four years, but there are some exceptions to this rule.
- You may request an amendment to your assessment or lodge an objection disputing an assessment (or amended assessment), but there are time limits which apply. Failure to meet these time limits may result in you losing your right to have an assessment amended. The relevant time limits will depend on your circumstances and may be up to four years from the making of the original assessment. Any adverse decision on an objection that you lodge with the ATO may be appealed through the Administrative Appeals Tribunal or through the court system.

Record keeping: You have an obligation to keep proper records that will substantiate the taxation returns prepared and which will satisfy the substantiation requirements of the Income Tax Assessment Act 1997 (Cth). Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalties or general interest charges. If you are unsure about how long documentation needs to be held, please contact our office.

Note that whilst we may retain and store documents to support declarations and lodgements made, the responsibility for the retention of documents is yours and you should retain all supporting documentation

for presentation as required irrespective of whether the document is also held by Brentnalls NSW.

You have an obligation to keep proper records that will substantiate the taxation returns prepared and satisfy the substantiation requirements of the various tax laws for at least 5 years. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty or general interest charges.

In the event of a dispute with the ATO, you will have the onus of proof of proving that the assessment is incorrect.

Completeness and accuracy: You are responsible for the accuracy and completeness of the particulars and information required to comply with the various taxation laws. We will use this information supplied in the preparation of your returns. You need to provide this information to us in a forthcoming and timely fashion to allow us to complete our work. We will not verify the underlying accuracy or completeness of the information provided to us.

You are obliged to advise us of any changes in your circumstances that may be relevant to the performance of our services. You need to advise us of any event that results in the information you provide to use being inaccurate, incomplete or misleading. 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.

Safe harbour: The Tax Administration Act 1953 (Cth) contains specific provisions that may provide you with a “safe harbour” from administrative penalties for incorrect or late lodgements of returns if, amongst other things, you give us “all the 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 “safe harbour” provisions. Failure to provide such information will also be taken into account in determining the extent to which we have discharged our obligations to you.

TAX COMPLIANCE

Income tax returns, fringe benefits tax returns, business activity statements and any associated working papers prepared by us will be based on information and explanations provided by you. We

will not undertake an audit of the transactions underpinning such documents (including accounting records and information), nor will we verify or validate the information. However, we must be satisfied as to the reasonableness of the information and claims being made, and we may make further enquiries from you from time to time on this basis.

The ATO does not recognise the concept of materiality with regard to the accuracy of tax returns. Therefore, if we have agreed to accept the treatment of items below a certain threshold, there is a risk an ATO review may identify issues relating to items below that threshold. You should also be aware that if a net account balance includes individual items above the agreed threshold which require adjustment for tax purposes, our work may not identify this adjustment.

The way in which an item has been treated in a tax return is often sufficient evidence of a declaration, choice or election having been made in respect of that item. However, there are certain cases where a more formal declaration, choice or election has to be made in writing, by a specified date (which in some cases will be the date of lodgement of the relevant income tax return), to be effective.

Generally the responsibility for the accuracy of a tax return is with the taxpayer. However, where you provide us with all relevant information, you may not be liable for an administrative penalty for a false or misleading statement in a return that results from us failing to take reasonable care with respect to that return.

Penalties and interest for late lodgement can accumulate to significant amounts, even for loss and non-taxable returns. Accordingly, it is important that you comply with any timetable we agree with you for tax compliance services to enable lodgement before the deadline to avoid penalties. Should you not be able to comply with the timetable, we may not be able to advise the amount of tax due for payment by the due date or to lodge returns by the relevant lodgement deadline. In this event, you will be liable for any interest and penalties that may be imposed.

Taxpayer rights:

Your rights as a taxpayer include:

- The right to seek a private ruling;
- The right to object to an assessment by the Commissioner;
- The right to appeal against an adverse decision by the Commissioner.

Certain time limitations and amendment periods may exist for you to exercise these rights. Should you wish to exercise these rights at any time you should contact us so that we can provide you with the relevant time frames and to discuss any additional requirements which may exist. Failure to meet these time limits may result in you losing your right to have an assessment amended or an objection considered.

ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF)

From 1 July 2026, Brentnalls NSW Pty Ltd is subject to the requirements of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and associated rules.

Where we provide services that fall within the scope of these laws ("designated services"), we are required to undertake certain procedures to comply with our legal obligations.

You acknowledge and agree that:

- We may be required to carry out customer due diligence, including verifying your identity and the identity of related parties (such as directors, beneficial owners or authorised representatives);
- We may request additional information from you regarding the purpose of the services, source of funds, ownership structure, or other relevant matters;
- We may use electronic identity verification systems and third-party providers to assist in completing these checks;
- We are required to complete these obligations before commencing, or continuing, certain services and may delay or decline to act until these requirements are satisfied;
- We may be required by law to monitor, review or update information we hold about you throughout our engagement;
- We may at any time, in order to comply with legislation, be required to report details of activities and transactions you undertake without notifying you; and
- We are prohibited by law from disclosing certain matters to you (including where a report has been made), and you agree that this will not constitute a breach of our obligations to you.

You agree to:

- Provide all information and documentation requested by us in a timely manner to enable us to comply with our AML/CTF obligations;
- Ensure that all information provided is complete, accurate and not misleading; and
- Notify us promptly of any changes to your circumstances that may be relevant to these requirements.

We reserve the right to:

- Refuse to act or continue acting for you where we are unable to meet our AML/CTF obligations; and
- Delay or suspend the provision of services until such time as all required AML/CTF procedures have been completed to our satisfaction.

OUR TEAM

We will use reasonable efforts to ensure that our representatives' names in our letter of engagement are available to provide the services. However if we need to, we may replace or reassign any representative at any time. Any reassignment within the terms of this Agreement will remain subject to Brentnalls NSW quality control policies and standards.

Both parties agree that, during the term of this Agreement and for a period of six months after it ends, neither party will directly or indirectly solicit for employment any representative of the other who is involved with the services. However this understanding does not limit either party to advertise or recruit generally during this time.

OUTSOURCED SERVICES PROVIDERS

In accordance with APES Guidance Note *GN30 Outsourced Services*, Brentnalls NSW may from time to time engage outsourced services providers to assist in the delivery of an agreed engagement. The engagement of such providers is in the interest of meeting timely delivery of tasks and ensuring an appropriate skill set is utilised to achieve those tasks. These providers may be engaged on offsite employment agreement, contractor arrangement or commercial outsourced agreement and may result in these tasks being undertaken domestically or in an overseas location including India & The Philippines.

Brentnalls NSW advises that where such providers are engaged by Brentnalls NSW to deliver an agreed services (or part thereof) Brentnalls NSW will:

- comply with professional standards associated with Professional Competence and Due Care;
- Take reasonable steps to ensure the provider has the required skills and competence to complete the task;
- Continue to be supervised by Brentnalls NSW and be subject Brentnalls NSW quality control standards;
- Retain the primary responsibility to deliver the professional service.

FINANCIAL SERVICES AND LEGAL WORK

Brentnalls NSW is not a provider of financial services as defined in Corporations Act 2001. Section 911A Corporation Act 2001 requires any person who carries on a financial services business in Australia must hold an Australian Financial Services Licence. Any advice provided by Brentnalls NSW is general in nature and should not be considered to be financial advice that requires consideration to your personal circumstances.

CAANZ Regulation CR 3 *Public Practice Regulations* prevents members from carrying out work which is required by law to be performed by legal practitioners. If your matter requires work to be performed that falls into this category we will contact you to seek your instructions regarding the engagement of a legal practitioner to attend to this aspect of the matter.

EXTERNAL SERVICE PROVIDERS

You authorise us as your agent to engage external service providers needed to perform the work that Brentnalls NSW does not or cannot provide or for other reasons including conflicts of interest it is inappropriate for Brentnalls NSW to provide (for example external accountants, bookkeepers, forensic experts, legal advisors, property consultants and financial planners). This may involve disclosing necessary information to the external service provider to allow them to undertake the work, including access to accounting data files.

Our liability in relation to service providers: To the extent permitted by law:

- We accept liability for any error on our part in our instructions to those service providers, but take no

responsibility for their work or how they carry out their instructions; and

- In suggesting or selecting any service provider, we shall rely on information we are given as to the qualifications of the person but take no responsibility for that selection and give no warranty as to the ability of the service provider to appropriately carry out the task or as to the quality of that service provider's work.

Where we have previously disclosed this, you will be responsible for payment of tax invoices and charges of such service providers and must repay us any amount that we pay them on your behalf.

Service provider liability: Where external service providers have contracted direct with you their services will be provided on their own terms and conditions of business. Many service providers, including advocates, undertake work only on the basis that their liability for damages is limited.

QUALITY CONTROL

Brentnalls NSW has established and follows a system of quality control which has been established and maintained in accordance with the relevant Accounting Professional and Ethical Standards Board (APESB) standard APES 320. As a result, our files may be subject to review as part of the quality control review program of Chartered Accountants Australia and New Zealand (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.

UPHOLDING THE PROFESSIONAL CODE

The TASA Code of Professional Conduct prohibits us from making a statement to the Tax Commissioner or other government agency that we know, or ought to know, is false, incorrect or misleading, or incorrect or misleading by omission. If we become aware that a statement is materially incorrect, we are obligated at law to either correct it, or advise you that the statement should be corrected. If the statement is not corrected by you within a reasonable time, we are obligated to report this misstatement to the relevant authority.

Where we suspect there may be non-compliance with laws or regulations, we are required under APES 110

issued by the Accounting Professional & Ethical Standards Board to consider this matter. This may involve making further enquiries, considering the position, and taking what we consider to be appropriate actions, with the objective being to rectify, remediate or mitigate the consequences of the non-compliance. This extends to a public interest duty as defined by APES 110.

CONFIDENTIALITY

Both parties agree to protect and keep confidential any confidential information that is given to us by the other.

We follow professional standards of confidentiality and will treat information disclosed to us by you and on your behalf ("client information") in accordance with Section 140 of APES 110 Code of Ethics for Professional Accountants as issued by the APESB. Except as set out in this agreement, or where both of us agree in writing, we will only use or disclose your confidential information to provide our services to you or other services you may request.

Where relevant, we may use, disclose and transfer your information to other member firms or our representatives, who will use and disclose it only to assist in providing the services to you.

Where you are part of a Client Group and appointed a Nominated Representative, we are authorised to disclose confidential information to that Nominated Representative.

We may disclose your information to our own professional advisors and insurers on a confidential basis.

So far as income tax returns are concerned the authority to release details will be taken as an authority to disclose income tax file numbers.

Either party may disclose any confidential information to the extent that it is required to be disclosed by law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional obligations or requirements. A party disclosing any confidential information must, where practical and to the extent permitted by law, notify the other of the requirement to disclose and only disclose the minimum confidential information required to comply with the law or requirement.

You agree that we may aggregate your information and use and disclose that information in a de-identified form as part of research and advice, including, without limitation, benchmarking services.

Restricted information from us: You understand and accept that our obligation to you with respect to giving you information is restricted by these provisions. Only Directors and staff working for you will have an obligation to give advice only to you. We will treat other client's instructions to the firm and their confidential information on the same basis.

Industry Information: You understand that we act for clients in similar industries and sectors to your own. Except for information confidential only to you, knowledge of industry or sector conditions, practices, participants or pricing which form part of our knowledge and expertise and is not confidential information for the purposes of this agreement.

Internal information use: We may transfer material to our internal databases for learning and knowledge purposes. Before doing so, we will make reasonable efforts to ensure that confidential information is neither disclosed outside the firm, nor otherwise used inconsistently with the obligations referred to above.

Privacy Policy: Brentnalls NSW respects your privacy and this is important to us. We are bound by the Privacy Act 1988 and the Australian Privacy Principles (APPs) which took effect on 12 March 2014. Details of the policy can be viewed at:

<http://brentnallsnsw.com.au/privacy-policy/>

OWNERSHIP OF DOCUMENTS

All original documents obtained from the client arising from the engagement shall remain the property of the client. We will return your information to you at any time at your request.

Notwithstanding the fact that we may hold documentation to support declarations and lodgements made, the responsibility for the retention of documents is yours and you should retain all supporting documentation for presentation as required irrespective of whether the document is also held by Brentnalls NSW.

We may also destroy your information upon your request. However, to the maximum extent allowed by law, we are entitled to retain a copy of any information you provide to us or which forms part of our work or our working papers, provided that we will continue to keep this information confidential in accordance with this Agreement.

All documents produced by us in respect of this engagement will remain the property of the firm.

The firm has a policy of exploring a legal right of lien over any client documents in our possession in the event of a dispute.

INTELLECTUAL PROPERTY

Unless we agree otherwise, we will retain ownership of the intellectual property rights in our work. We grant you a royalty-free, non-exclusive, perpetual, worldwide licence to use or reproduce any reports we provide to you for the purpose which the report was prepared and any related incidental internal purposes in accordance with the terms of this Agreement. You agree that we may use your logos and marks on our work for you, unless you tell us otherwise. We retain ownership of all intellectual property rights in all of our working papers prepared in connection with the services.

FEES AND CHARGE RATES

Our tax invoices are based on the time required by the individuals assigned to the engagement, plus all disbursement and charges incurred on your behalf. Whilst time spent and the charge rate of staff employed on the work are used as a guide to the fee charged, the amount of the tax invoice will be determined with consideration to other factors including value provided and risk associated with the work.

In some circumstances, particularly advice engagements, a fee guidance or agreed fee may be determined before the commencement of work. In these circumstances, Brentnalls NSW will honour these agreed amounts however variations may occur resulting in changes in the agreement where the scope of work changes.

For guidance purposes, Brentnalls NSW sets a minimum standard fee for work regularly undertaken by the firm and sets a starting point for determining fees.

Standard Tasks	Minimum Fee (excl GST)
Individual Tax Return	\$400
Individual Tax Return with schedule	\$800
Trust or Company tax return only	\$1,250
Trust or Company Financial Accounts and tax return	\$2,500

Superannuation Fund Accounts and Tax Return (cash investment only)	\$1,500
Superannuation Fund Accounts and Tax Return	\$3,000
Annual Corporate Secretarial Service ***	\$425
Annual Corporate Secretarial Service where Brentnalls NSW acts as Registered Office ***	\$700
Preparation and lodgement of Transfer Balance Account Reports	\$350
Incorporation of Pty Ltd Company & ABN TFN GST registration ***	\$2,000
Incorporation of a Trust (individual Trustee) (excl stamp duty)***	\$1,500
Incorporation of Trust and Corporate Trustee (excl stamp duty)***	\$3,000
Business Activity Statements per Qtr	\$400
Fringe Benefit Tax Returns	\$500

***Our minimum fees include the cost of AML/CTF compliance activities. Other activities may give rise to disbursements in relation to AML/CTF compliance activities and these disbursements will be on-charged at cost.

Costs incurred on behalf of the client are disbursed and charged at cost as part of our tax invoice. Disbursements that are commonly passed to the client include but are not limited to:

Disbursed Cost	Service Provider	Current Disbursed Cost (excl GST) p.a.
SMSF Audit	ASF Audits	From \$482
SMSF Actuary	Act 2	\$70
Deed Maintenance	SuperCentral	\$125
SMSF Software Platform	Class Super	\$286

If we are required to provide information about you or the services to comply with a statutory obligation, court order or other compulsory process, you agree to pay all of our reasonable costs and expenses we

incur in doing so if they are anything other than incidental. We will use reasonable efforts to notify you of such costs and expenses before we incur them.

Tax invoices are based on time required to perform the agreed tasks. This includes out of scope and ad hoc tasks that often fall outside of set engagements that are requested and required by you from time to time. The hourly rate for staff as at July 2026 are as follows:

Position	Rate per hour
Director	\$490 - \$680
Principal & Senior Manager	\$380 - \$510
Manager	\$310 - \$430
Senior Accountant	\$280 - \$310
Accountant	\$190 - \$240
Administration	\$110

TAX INVOICES

Tax invoices may issue on an agreed or interim basis when work in progress exceeds \$200 or such other amount as may be agreed. Tax invoices may be raised irrespective of whether the task has been completed and are issued when work has commenced and we have started to incur costs.

In circumstances where an agreed fee has been determined between you and Brentnalls NSW, 50% of the agreed fee will be charged prior to the commencement of work. This approach also applies for all Brentnalls NSW engaged advisory work.

Our payment terms are immediate payment in cash, cheque, direct deposit, credit card or fee from ATO refund due (via Brentnalls NSW Trust Account).

Bills are payable in the currency of issue in full following receipt. Payment must be made without deduction or set-off including but not limited to withholding tax or any other deduction for processing payment.

If a tax invoice is not paid within 30 days, it may be withdrawn and an amended invoice issued which may disregard any prior reductions in professional fees or disbursements. An administration charge at the rate of the Cash Rate Target published by the Reserve Bank of Australia increased by 2 percentage points may be applied to any invoice which remains unpaid beyond 30 days.

If you fail to pay an invoice in full, we will issue a default notice in relation to any amount due and not

paid and give you not less than 14 days within which to remedy the payment. During such period, without limiting any other rights we may have, we are entitled to suspend the services, in whole or part, or to retain or withhold any information we may hold in relation to the services or any work we have done for you. Should the invoice remain unpaid, we may refer the debt to a collection agency to pursue the amount on our behalf. You will be liable for all costs incurred in relation to pursuing the debt.

Whilst accounting work may be performed for entities in your group, all instructions for such work and responsibility for payment of tax invoices shall remain the responsibility of the person(s) signing the engagement letter or proposal. We do not accept instructions from entities in your group but from person(s) signing the engagement letter or proposal. We reserve the right to withhold lodgement of Australian Taxation Office documentation or to refrain from performing future work where unpaid tax invoices exist for yourself or for any company or organisation you control or with which you are associated.

SMSF INVOICES

Self-Managed Superannuation Fund invoices are issued using a 50/50 method.

50% of your estimated annual compliance costs will be invoiced on receipt of your annual work, with the residual amount of the actual fee being invoiced on completion. If the completion of the work is unnecessarily delayed or extends over a lengthy period of time, then Brentnalls NSW reserves the right to issue additional Work in Progress invoices during this time. Payment must be received within 14 days of invoice to avoid any delay in the completion of your work.

In the interest of streamlining the supply of services from ASF Audits (audit services), Super Central (deed provider) and Act 2 (actuarial certificates), Brentnalls NSW will become the creditor and settle these invoices directly on your behalf. In some instances, other providers are used and the same arrangements are put in place. These amounts will be disbursed at cost to the Trustee of the Superannuation Fund. Our estimate of the costs will be included in the initial invoice.

THIRD PARTY COMMISSIONS

Brentnalls NSW has a limited number of financial agreements with external service providers whereby Brentnalls NSW receive a referral fee. The fee, which covers our costs and time associated with the provision of information, details and documentation as required in relation to the referred client, is received when the third party successfully completes work in relation to a referred client. Where an arrangement is in place that results in a fee being derived by Brentnalls NSW we will advise you of the arrangement.

GOODS AND SERVICES TAX

Our tax invoices for work done or any supply made will exclude the amount of any GST which we must pay in respect of that work or supply.

We will comply with our obligations under the Competition and Consumer Act 2010 (Cth).

If we incur any expenses on your behalf, we will charge you the GST inclusive amount of those expenses, less any input tax credits to which we are entitled to.

If we incur any disbursements as your agent, we will charge you the GST inclusive cost of those disbursements and provide you with sufficient information to enable you to claim an input tax credit in respect of them (if you are entitled to claim such input tax credit).

DISPUTE RESOLUTION

If a dispute arises in connection with this Agreement, you agree to meet with us to attempt to resolve it. If the dispute is not resolved through those negotiations, you agree that we will both attempt to resolve the dispute through mediation before commencing legal proceedings.

COMPLAINTS

If you wish to provide us with feedback or if you are unhappy with our services and wish to make a complaint, you can do so by contacting us by telephone, email, in writing or in person.

All complaints brought to our attention will be handled and considered in a serious, prompt and fair manner. We will endeavour to inform you of the outcome of your complaint within a reasonable timeframe.

If you are unhappy with the resolution of your complaint, you have the right to make a complaint to the Tax Practitioners Board, which can be accessed at <https://www.tpb.gov.au/complaints>.

BRENTNALLS AFFILIATION

Brentnalls NSW is a member of the national association of accounting firms known as The Brentnalls Affiliation, comprising accounting firms from Brisbane, Sydney, Melbourne, Adelaide, Perth, Hamilton (Victoria) and Auckland (New Zealand). This alliance has adopted common branding and firms in each state share the same logos and stationery formats, presenting a unified front to clients nationwide. This alliance adds depth and strength to Brentnalls NSW and provides access to a much larger bank of resources than would otherwise have been available.

The Brentnalls Affiliation is not a partnership or a joint venture. Instead, the business of Brentnalls NSW is independently owned and operated and it is an independent member of the Brentnalls Affiliation of Accounting firms. Individual member firms do not accept responsibility or liability for the actions or inactions of any other individual member firms.

STATEMENT OF ETHICAL REQUIREMENTS

As Chartered Accountants, Brentnalls NSW are bound by the rules of ethical conduct generally accepted by the profession and the by-laws of Chartered Accountants Australia and New Zealand (CAANZ).

We have a duty to ensure that any Income Tax Return or submission prepared by our office or prepared by others on your behalf, does not contain incorrect or misleading information.

Should we become aware of a return or submission being based on incorrect or misleading information or of the omission of material information or the understatement of assessable income, we are ethically obliged to discuss the matter with you and encourage rectification of the problem.

Should you refuse to rectify the problem, we are obliged to re-consider our professional situation in regard to acting on your behalf in any capacity, and we reserve the right to terminate our engagement, in these circumstances.

ACCOUNTANCY INSURANCE (AUDIT SHIELD)

We offer Tax Audit Insurance for our clients which covers professional fees normally charged as a result of an ATO review or other official enquiry from government bodies such as, ASIC, Fair Work Ombudsman, Office of State Revenue. Our clients have the comfort of knowing that we can provide the

right response on their behalf and that any costs incurred will be reimbursed (to the maximum limit of their respective insurance policy).

Should you take out audit insurance, we will lodge a claim for costs if and when a claimable event takes place. Any costs incurred in excess of the claimable amount under the policy will be charged to you.

If you decline or fail to take up audit insurance, we will charge you for costs incurred if and when a claimable event takes place.

Brentnalls NSW has initiated this offering to assist client's with the unexpected costs that is incurred when a regulator initiates a review or audit. These costs are incurred irrespective of the outcome or if there is any basis to the action initiated by the auditor. Brentnalls NSW **does not** receive a commission as a result of providing this offering to clients.

You authorise us to provide information about you and associated entities to the Tax Audit Insurance provider, to the minimum extent required, in order to obtain an offer of insurance on your behalf.

EMAIL AND OTHER ELECTRONIC COMMUNICATION

Emails and electronic communication: We will use email and other forms of digital or electronic communication with you and third parties for provision of information, advice, opinions and copies of documents unless you instruct us to the contrary and we can discuss and agree an alternative method of communication with you.

Risks with communications: Email and other digital or electronic communication including attached files and spreadsheets may be interfered with, contain computer viruses or other defects, or may not be successfully replicated on other systems. To the extent permitted by law, we will not be liable for any copying, recording, reading or interference by others during, or after, a transmission, for any delay or non-delivery, or for any damage caused in connection with the transmission. You will contact us immediately if you have any doubts about the authenticity of any communications or material which appears to have been received from us.

ARTIFICIAL INTELLIGENCE

We may, from time to time, use reputable third-party artificial intelligence ("AI") systems, such as Microsoft Copilot, to assist in providing the services to you.

Where appropriate, this may involve the use and disclosure of your confidential information, personal information and credit information ("**Information**") through the AI system, which may be hosted within or outside Australia. By entering into this Agreement, you agree that we may use and disclose your Information for these purposes.

At all times, services provided to you under this Agreement will be done so competently and under our supervision and control. We will take reasonable steps to ensure that any Information used in conjunction with an AI system remains confidential and private and is otherwise handled in accordance with this Agreement.

ENDING OUR APPOINTMENT

Termination by you: You may terminate our engagement by giving us written notice at any time. If you do so, you will be obliged to pay our tax invoices for work done and for other charges incurred up to the time of termination.

Termination by us: We may terminate our engagement:

- By giving you reasonable notice, except where our engagement is for a set duration;
- If any payment (including payment of a bill or money in advance) due by you to us under this Agreement is not paid on the due date;
- If you do not provide timely, accurate and proper instructions;
- If, by continuing to act for you; we would be required to act contrary to any legal, regulatory or professional conduct obligation or similar just cause; or
- If there is any change in the financial or legal status of any associated third party.

Termination by us on any of those grounds does not prejudice or otherwise affect any lien created under these Business Terms.

SEMINARS & PUBLICATIONS

We will, from time to time, distribute tax related material to you in connection with current tax issues which we believe may be of interest to you and invite you to attend our seminars. Information and comments we provide in these materials and seminars will be of a general nature only, may not be appropriate to your circumstances should not be used as a substitute for specific advice. We accept no

responsibility or liability for the consequences of your use of information or materials provided in our publications or seminars. If at any time you no longer wish to receive such publications, please contact us at admin@brentnallsnsw.com.au and we will remove you from our marketing database.

RELATIONSHIP BETWEEN THE PARTIES

We are engaged as an independent contractor. Except as expressly provided, neither of us is an agent or representative of or has the authority to bind the other. Except as expressly provided, neither of us will act or represent ourselves directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of the other. This Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.

ASSIGNMENT

Neither of us may assign nor deal with our rights under this Agreement without the other's prior written agreement.

SEVERABILITY

If any of the terms of this Agreement are not legally enforceable then that term or the relevant part of it will be either amended as appropriate to make it enforceable or severed. In all other respects, this Agreement will have full effect.

FORCE MAJEURE

Neither of us is liable to the other for delay or failure to fulfil obligations (other than an obligation to pay) to the extent that the delay or failure arises due to an unforeseen event beyond their reasonable control which is not otherwise dealt with in this Agreement. Each of us agrees to use reasonable endeavours to remove or overcome the effects of the relevant event without delay.

CONFIRMATION OF TERMS

This agreement will be effective for future years unless we advise you of any changes. Upon the expiration of a period of seven years after the date of completion of a financial year or a specific matter the files pertaining thereto may be destroyed.

ACCEPTANCE

Should you engage and communicate with us in a manner indicating that you wish us to complete the engagement as outlined, we have the right to conclude that these Engagement and Business Terms have been accepted irrespective of whether a signed acceptance has been returned to our office and accordingly you will be bound by these terms. Notwithstanding, Brentnalls NSW will not undertake the lodgement of an Income Tax Return without the receipt of a signed acceptance of business terms and condition.