

# Business Services – Accounting and Tax

## Standard Terms of Engagement

### Financial Year 2027

#### Engagement Standards

StewartBrown Chartered Accountants (StewartBrown) is bound by the professional standards issued by Chartered Accountants Australia and New Zealand (CAANZ) and the Tax Agent Services Act 2009 (TASA) Code of Conduct and as a result we are required to make certain disclosures to you in respect of the professional services (the Services) provided to you.

Accordingly, set out below are our standard terms of engagement that apply to all non-audit assignments for which we act for you:

#### Purpose, Scope and Product of the Engagement

We will provide to you professional accounting, tax and related advisory services (referred to as the Services or the assignment) which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board Limited (“APESB”).

Where your engagement is complex, we will detail more specifically in a client engagement letter the purpose, scope and objective of the engagement.

As a result of undertaking the professional services, we will prepare for you, where relevant, tax advice, tax returns, special purpose reports together with ancillary services and advice. We will not provide audit, assurance, financial planning, valuations or investment advice under this engagement.

#### Engagement is not an Audit

The extent of our services and the procedures involved with such will be limited exclusively to those related to the engagement.

As a result of the scope of the engagement, no audit or review will be performed on information provided by you and, accordingly, no assurance will be expressed regarding any information received from you. The information provided by you will be accepted as being correct, accurate and free from errors or misstatements.

It is expected that you understand and comply with your record-keeping obligations. The information you provide will be relied upon in the provision of our services to you (refer to *Reliance on Information*, following).

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 or any concerns that may come to our attention during the course of providing our services.

As is noted in the following, in certain cases where we become aware of particular information, we may have a duty to disclose such to the Tax Practitioners Board (TPB), Australian Taxation Office (ATO) or other government agency.

We disclaim any assumption of responsibility for any reliance on our professional services to any party other than you, or for any purpose other than for which it was undertaken. Where appropriate our advice or report will contain a disclaimer to this effect.

## Our Responsibilities and Obligations

As a tax practitioner we have obligations to you, the ATO and TPB. Our responsibilities and obligations require us to:

- act honestly and with integrity
- uphold and promote the ethical standards of the tax profession
- act lawfully in your best interests
- manage any conflicts of interest
- take reasonable care to ascertain your state of affairs and apply tax laws correctly
- keep proper records
- keep your information confidential unless there is a legal duty to disclose
- provide services competently
- lodge all returns, statements, notices, declarations, requests objections and documents in a timely manner
- not knowingly obstruct the administration of the tax laws
- advise you of your rights and obligations under the tax laws
- account to you for money or other property on trust
- not make false or misleading statements to the TPB or ATO
- in certain cases, we may need to withdraw from our engagement with you and notify the TPB or ATO or other Government Agency of particular matters of which we become aware
- keep you informed of matters relating to our Tax Agent registration, so you can make informed decisions
- address any false or misleading statements that we are responsible for, and
- engage with you to address false or misleading statements that may have been made that we become aware of, exploring options with you to correct such

We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation imposed on StewartBrown to comply with taxation law and other laws even if that obligation requires StewartBrown to act in a manner that may be contrary to your interests.

For example, we could not lodge an income tax statement nor an income tax return for you that we knew to be false in any material respect.

We will use all reasonable efforts to complete the Services within the agreed time. We will perform the Services with due care, competence and diligence.

Our advice and/or Services will be based on Australian taxation law in force at the date of the provision of the advice and/or Services.

It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage. We note that Australian taxation laws are often subject to frequent change and our advice will not be updated unless specifically requested by you at the time of the change in law or the announced change in law.

## Your Responsibilities and Obligations

You have responsibilities and obligations to the ATO and to us. Your responsibility and obligation as a taxpayer is to:

- be truthful with the information you provide to us as your tax practitioner
- keep the required records and provide them to us as your tax practitioner on a timely basis, as required
- be co-operative with our requests and meet our due dates, and
- comply with the tax laws

You are required by taxation law to keep full and accurate records relating to your tax affairs. Further, the taxation law requires that you make full and true disclosure of your income and requires you to lodge all relevant statements and tax returns within the relevant due dates. You are responsible for both the completeness and the accuracy of the tax statements and income tax returns lodged with the ATO.

Any advice we provide is only an opinion based on our knowledge of your particular circumstances as presented to us by you.

You agree to provide us in a timely manner, all relevant information, documents and other data reasonably required by us to complete your assignment. If you are late providing information to us, we will do our best to meet the time-specific deadlines, but we will not be responsible for any late lodgment penalties or general interest charge you may incur as a result of late lodgment.

Inaccurate, incomplete or late information could have a material effect on our Services and/or our conclusions and may result in additional fees. We will not seek to verify the underlying accuracy or completeness of information you provide to us, we will rely on the information as presented.

You are also required to advise us on a timely basis if there are any changes to your circumstances that may be relevant to the performance of our Services. Specifically, if any subsequent event results in the information you provided to us being inaccurate, incomplete or misleading, then you are obliged to advise us as soon as possible.

We take no responsibility to the extent that our advice, tax returns or tax statements prepared, or Services performed are inaccurate, incomplete or misleading in any regard due to the service being performed being based on inaccurate, incomplete or misleading information that was provided to us.

#### **Failure to meet your obligations**

If you do not meet your obligations:

- the ATO may impose administrative penalties (fines) on you
- interest charges may be applied by the ATO on you
- in some cases, criminal prosecutions may be sought by the ATO through the relevant court, and
- the ATO may initiate debt recovery actions against you

#### **Know your customer and AML/CTF obligations**

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

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

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

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

### **Inability to complete AML/CTF Requirements**

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

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

### **Reliance on Information**

We will endeavour to provide the Services for this engagement to you at the highest level of professional standards and the Services provided will be based on the information provided by you. As a consequence, in line with the obligations imposed on you under taxation law (refer above), the accuracy and completeness of information provided by you to us is paramount.

Generally, prior to the completion of specific advice including a tax statement, declaration, tax return, request for a Ruling, objection or similar, we will confirm the relevant information and facts with you.

The confirmation may be carried out toward the end of the project or undertaken by means of providing you with a list of questions or queries as we progress through the assignment.

It is a condition of StewartBrown's engagement that you indemnify StewartBrown, its partners, directors, employees, officers and agents (as applicable) against any claim, liability, loss or expense, costs or damage, arising out of reliance on any information or documentation provided by you or any of your associates which is false and misleading or omits any material particulars, or arising from failure to supply relevant documentation or information.

You warrant to StewartBrown that you are, and have been compliant with, the laws and regulations relating to Anti-Money Laundering, Counter Terrorism Financing, bribery or corruption, (as defined in the *Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth)*) in Australia and in any jurisdiction that you or an associated or connected entity may be incorporated or conducts business.

Furthermore, you will notify StewartBrown of becoming aware of any facts or circumstances which contravene the Anti-Money Laundering and related laws relating to you.

### **Written Advice**

Our advice is necessarily an opinion only, based on our knowledge of the particular circumstances. There are limitations attached to such tax advice and our expression of opinion should not be taken as an assertion of fact. Consequently, such advice and income tax returns and activity statements are not beyond challenge.

Any written advice will state our understanding of the relevant facts and assumptions upon which the advice is based. We will not be responsible for incorrect advice where the facts and assumptions are different to those detailed in our advice.

Any advice will be based on authoritative precedence including the taxation law, as they exist at the time of compiling the advice. This may include, but are not limited to, legislation, regulations, cases, rulings and other tax authorities, as they existed at the time of the advice.

We will not be responsible for any incorrect advice that may result from retrospective or subsequent changes to the law or precedence, and we will have no responsibility to advise you of any changes or the need for a review or reconsideration of the original advice. We have no obligation to update any advice for any events occurring after the advice has been issued as final other than may be required by law of professional standards.

Our responsibility for the written advice is limited to you and the advice may not be relied upon, disclosed to, or copied by anyone without our prior consent. No responsibility will be accepted for loss occasioned to any other person acting on or refraining from action as a result of our advice.

You agree to indemnify StewartBrown against all liabilities, claims, costs or expenses incurred in respect of any claim or action by a third party in connection with the provision of the Services.

### **Oral Advice**

From time to time we will provide oral advice over the telephone or during the course of meetings. Whilst we shall use our best endeavours to provide advice in these circumstances, our oral advice is not binding. If you wish to rely on our oral advice, you should ask for the advice to be provided in writing.

### **Professional Legal Requirements**

The statutory regulation of tax agents is through the legal regime imposed by the *Tax Agent Services Act 2009* and accompanying legislation (including the *Taxation Administrations Act 1953*) (collectively TASA). The legal regime imposes responsibilities on Tax Agents and also on the clients of the Tax Agent.

Under TASA requirements Tax Agents must comply with a code of conduct that includes the requirement that the Tax Agent take reasonable care in ascertaining a client's state of affairs in relation to preparing tax statements, tax returns or providing tax advice for clients.

In order for StewartBrown to be considered to have taken reasonable care in relation to your taxation affairs, we need to be apprised of all relevant information. Where there is any doubt concerning any of the information provided to StewartBrown, we are required by TASA requirements to make reasonable enquiries as to the completeness, correctness and accuracy of the information provided.

The tax law imposes penalties on taxpayers where the taxpayer or their tax agent makes false or misleading statements in relation to the taxpayer's affairs. From 1 July 2010 these penalties can apply even if there is no tax shortfall amount.

Therefore, it is important to ensure you provide StewartBrown with all relevant information for the preparation of the return or provision of advice and that it is accurate in all material particulars even if it does not affect the ultimate tax payable. In addition, the ATO may also impose penalties for late lodgement.

### **Safe Harbour**

An important feature of TASA (in particular the *Taxation Administration Act 1953*) is the provision of "safe harbours" from administrative penalties for taxpayers who engage Tax Agents.

Taxpayers may be able to avail themselves of "safe harbour" protection where you provided StewartBrown with, amongst other things, "all relevant taxation information" in a timely manner to enable accurate statements to be provided to the Australian Tax Office. The safe harbour provisions apply from 1 March 2010.

Accordingly, it is to your benefit that all relevant information is disclosed to StewartBrown, as any failure by you to provide all relevant taxation information may affect your ability to rely on the "safe harbour" provisions and will be taken into account in determining the extent to which we have discharged our obligations to you.

The requirement to provide all relevant information is important to you and StewartBrown in understanding the scope and the purpose of the engagement.

Further information in regard the "safe harbour" protection provided under the tax regime can be found on the Tax Practitioners Board Website: <https://www.tpb.gov.au/safe-harbour>

### Our Fees

Our fees are based on the time taken to carry out the Services and reflect the seniority, expertise and experience of the person(s) involved, as well as factors such as the time frame in which the work is to be carried out, the particular nature of the retainer and the complexity and risks of the matter.

An indication of our hourly charge rates as at 1 July 2025 is as follows:

Staff Category	Hourly Rate (Excluding GST) \$	Hourly Rate (Including GST) \$ (Rounded)
<b>Partner</b>	\$525 - \$560	\$577.50 - \$616
<b>Director/Consultant</b>	\$470 - \$480	\$517 - \$528
<b>Manager</b>	\$340 - \$430	\$374 - \$473
<b>Senior Accountants</b>	\$210 - \$280	\$231 - \$308
<b>Junior Accountants</b>	\$150 - \$180	\$165 - \$198

To ensure accuracy of billing our fees are charged in five-minute units (or intervals) i.e. twelve units in each hour.

We generally review our charge rates on 1 July each year by reference to industry benchmarks. However, clients will appreciate that professional, reliable and knowledgeable staff are the key to the success of any accounting practice, accordingly, we reserve the right to review our standard hourly rates without notice. A schedule of charge rates for staff working on your engagement is available on request.

We charge for the time productively or necessarily spent on the matter by those members of the firm appropriately qualified and assigned to the engagement. We endeavour to be as productive and expeditious as possible within the relevant timeframe, subject to matters outside our control such as any delays in obtaining information or liaising with other parties.

If we provide you with an estimate of fees, it will be based on the scope of work and time required for such, that is expected at the time of providing the estimate.

If the scope of work is inaccurate, incorrect or changes or the extent of work is greater than expected, we reserve the right to renegotiate the fee where the scope of the engagement has changed, or circumstances outside our control have delayed the completion of an assignment. In such circumstances we will advise you and provide you with a revised estimate.

### GST

We quote our hourly charge rates and disbursements net of Goods and Services Tax (GST). By law we are required to charge GST at 10% on the total amount of the invoice for services rendered, the applicable GST will be added to each invoice when raised.

If you are operating a business registered for GST you may be able to claim a GST input tax credit for the GST you pay us.

However, this will not be the case if the Services we provide are used by you in creating an input taxed supply or you are not registered for GST, in which case the GST charged to you will be part of the cost to you of the service provided.

### **Disbursements and Out of Pocket Expenses**

In addition to our fees based on time, we will also charge you for any outgoings, out of pocket expenses, costs or disbursements which we may incur or pay on your behalf in connection with the provision of the agreed Services. We do not normally charge for photocopying, digital scanning, facsimiles, postage, etc., but reserve the right to do so where the usage is significant.

### **Delivery of Services and Timing**

Our Services will be provided progressively over time throughout the year and will be subject to the agreed timelines for specific milestones for the specific project and assignments. We will work with you to ensure that all agreed deadlines are met.

### **Engagement of Other Professionals**

We may need to engage on your behalf, other professionals to provide specialist advice or services from time to time. If this occurs, we will consult with you about the scope, terms and likely costs to you of such engagements prior to proceeding.

### **Billing and Payment Arrangements**

We will render our fees regularly, either at the end of the month or the completion of an assignment, whichever occurs earlier. Fees are rendered at least monthly as time costs are incurred irrespective of whether the assignment is completed at month-end. If an assignment is not completed within the month that our Services commence the fee rendered at month end will be an interim fee.

We reserve the right to charge a portion of our fees in advance of the Services, to cover our expenses or to provide security for our charges.

For larger ongoing assignments (and where you agree) we will estimate the total fee and charge a monthly retainer based on 90% of the estimated total fee which will be reconciled and adjusted on completion of the assignment.

All invoices are payable within 21 days from the date of invoice. All fees remain payable where circumstances arise outside our control which delay or prevent the completion of the assignment.

Our fees become fixed and final as of the due date for payment. If you have a query about an invoice or an account, you should contact us immediately so we can promptly attend to any misunderstandings or errors.

Similarly, if you have difficulty paying any account when it is due you should tell us immediately so appropriate alternative arrangements can be made.

Should our fees not be paid within the time frame we reserve the right to perform no further work for you until all outstanding accounts are paid in full. It is our policy to cease work where invoices remain unpaid after 90 days.

We also reserve the right to charge you interest at the rate of 11% p.a. on outstanding accounts from the date we give you notice that interest charges will accrue on an outstanding account, until the account is paid in full.

### **Your Rights of Appeal or Review**

You have certain rights under the taxation laws, including the right to seek a private ruling from the ATO or to appeal or object against a decision made by the Tax Commissioner.

As relevant, we will provide further information to you concerning your rights under the Australian taxation laws during the conduct of the engagement as and if required.

### **Conflicts of Interest and Independence**

As part of our engagement process, we undertake checks to ensure that there are no independence issues or conflicts of interest.

The Tax Agent code of Professional Conduct (TASA Regime) requires us to be independent, in both fact and appearance, with respect to when performing our taxation services.

We are not presently aware of any circumstances that, in our view, would compromise our ability to fulfil our responsibilities in accordance with the requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for professional Accountants (including Independence Standards) (the Code) that are relevant to our engagement or would impair our ability to provide objective assistance in this engagement.

We will use all reasonable endeavours to avoid the existence of conflicts. If we become aware of any such conflict or matter that would impact our ability to act in accordance with the requirements of the Code, we will notify you immediately.

We may act for clients who compete with you or, in some cases, may even be involved in business with you.

We will continue to act for those clients or new clients unless we consider there to be a conflict of interest in which case we will contact you.

It is your responsibility to inform StewartBrown in writing of any party or matter that may give rise to a potential threat to independence, conflict of interest or otherwise compromise our ability to fulfil our ethical responsibilities under the Code. Generally, a conflict of interest is any event which may result in StewartBrown becoming unable to remain objective in the performance of our Services to you. This will allow us to appropriately consider and assess the matter, including performing the necessary conflict checks, if required. You agree, in the event a conflict is identified throughout the engagement and it is appropriate to terminate the engagement, we may terminate the engagement without penalty. The termination of the engagement will be in accordance with the terms of engagement relating to the termination of an engagement, refer to the section on termination below.

### **Period of Application**

The engagement will continue and be ongoing and will apply to all services and for all subsequent periods for an indefinite period, until the date of the termination of the engagement by either party.

This engagement supersedes and replaces any previous engagement, agreement or communication whether orally or in writing, to the extent of any conflicts with any terms, conditions, scope of Services or the like contained within any such previous engagement, agreement or communication.

### **Termination of Engagement**

The engagement will continue until the date of the termination of the engagement by either party.

#### **Termination by You**

You may terminate our services by providing a written notice which provides a reasonable notice period for the termination. A reasonable notice period would be expected to be no less than 30 days.

The date of the termination will be the mutually agreed date or the day following the expiration of the reasonable notice period.

If you terminate the engagement, we will invoice you for time and expenses incurred up to the termination date together with an amount for reasonable time and expenses incurred to bring the Services to a close in a prompt and orderly manner.

You will also be required to pay all outstanding fees including the invoice associated with the termination. If you terminate the engagement, subject to the laws and professional regulations applicable to us, we are entitled to retain possession of all documents owned by you until we receive payment in full of all outstanding fees.

### **Termination by Us**

Subject to any laws and professional regulations applicable to us, we may stop providing services to you in the following circumstances:

- a) if you fail to pay our undisputed fees
- b) if you fail to provide us with adequate and timely instructions to enable us to advance your matter and we have notified you in writing within 14 days of our intention to do so
- c) if you indicate to us or we form the view that you have lost confidence in us
- d) there are any ethical grounds which we consider may require us to stop providing Services to you, for example a conflict of interest or breach of independence standards
- e) in our discretion, acting reasonably, we consider it is no longer appropriate to act for you
- f) for any other reason outside our control which has the effect of compromising our ability to provide the Services required within the required timeframe, or
- g) for just cause.

We will give you 30 days written notice of termination of our Services. The date of the termination will be the mutually agreed date or the day following the expiration of the notice period.

If we terminate the engagement, we will invoice you for time and expenses incurred up to the termination date together with an amount for reasonable time and expenses incurred to bring the Services to a close in a prompt and orderly manner.

If we terminate the engagement, subject to the laws and professional regulations applicable to us, we are entitled to retain possession of all documents owned by you until we receive payment in full of all outstanding fees.

### **Employee Titles and Designations**

StewartBrown is a partnership, not a company, although certain of our employees may have the designation as Director.

The term Director is used in accordance with industry standard terminology, as the title for an individual holding a role as a senior member of staff with significant service delivery responsibilities. An individual designated as a Director does not imply they are formally appointed as a Director of StewartBrown under the provisions of the *Corporations Act 2001*.

### **Our Staff**

We invest a large amount of time and effort to develop the professional skills of our staff, as well as the familiarity our staff have of clients and clients' business affairs. Where possible we endeavour to provide consistency and continuity of staff to clients.

In the event any of our staff who have worked on your engagement leave us to join you within 6 months of working on your engagement, we reserve the right to charge you a placement fee of 20% of their gross annual salary package in partial compensation to us for the loss of their services and costs of their replacement.

From time to time our Partners and employees may be required to work from your premises. You agree to provide a workplace that complies with all statutes, bylaws, codes of practice and legal requirements (including the provisions of the *Model Work Health and Safety Act*) which ordinarily are required in respect of your own staff and visitors to your premises.

### **Ownership of Documents**

The tax advice, tax returns, financial statements and any other documents which we are specifically engaged to prepare together with any original documents given to us by you, shall remain your property. We reserve the right to make reasonable copies of the original documents for our records.

Any other documents brought into existence by us including our general working papers and draft documents will remain our property at all times.

We will own all copyright and other Intellectual Property Rights in the product of our Services (regardless of the form it is in) in relation to the Engagement.

If at any time you instruct us to return any of your documents to you or deliver them to another accountant, we will be entitled to charge you for reasonable time costs and disbursements and other costs incurred in retrieving, preparing and delivering the documents and making copies for our records (if required).

If our Services are terminated, we shall be entitled to retain all documents owned by you until we obtain payment in full of all outstanding fees. We reserve the legal right of lien over your documents in our possession in the event of a dispute.

### **Retention of Documents**

On completion of your assignment you give us authority to deal with documents to which you are entitled, in addition you agree to leave in our possession documents as follows:

- We may choose to scan and store the documents electronically, in which case you agree that we have your authority to destroy the hard copy of those documents, alternatively
- If we do not choose to store the documents electronically, we will retain the hard copy of those documents for 7 years and you agree that we have your authority to destroy the hard copy of those documents 7 years after the date of the final account rendered by us in respect of the assignment, and
- Where we are retaining the hard copy of your documents we may store them offsite, and you agree to pay our reasonable costs to access your documents if required.

We undertake to retain our copy of documents (whether held electronically or in hard copy) in respect of your assignment for 7 years after the date of the final account rendered by us in respect of the assignment, however, we reserve the right to hold your records longer at our discretion as the information in the documents may be of assistance in attending to future matters on your behalf. Of course, we will hold indefinitely or will return to you documents you have deposited with us for safe custody.

### **Electronic Communication**

We may use email or other forms of electronic communication for the transmission of correspondence, reports, advice, documents, tax returns and assessment notices (including your tax file number) and other attachments in respect of the engagement, unless we are specifically requested by you not to do so.

As email and other electronic transmission may not be secure and may be read, copied, interfered with in transit or impaired, you agree to assume the risk associated with transmission and release us from any claim you may have arising from transmission defects including the risk of contamination through computer viruses or trojans.

### Quality Control

We have a system of quality control established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of the CAANZ which monitors compliance with professional standards by its members. We advise that by accepting our terms of engagement you acknowledge that, if requested, our files relating to your engagement may be requested to be made available under this program. We will advise you should this occur.

### Outsourcing, Cloud Computing Services and Third-Party Providers

We do not engage any outsourced professional service providers in delivering our Services.

We use cloud computing service providers, which may store and process your data in servers located within Australia and overseas.

We may provide these third parties with access to your data to the extent this is required to perform our Services. Your data will be stored in accordance with the security practices of the third-party provider and our Privacy Policy.

See below a list of cloud computing providers utilised:

- Microsoft Azure servers & Microsoft Services, including Copilot, are used to store and manage your data. These are located in Microsoft's Australia East facilities in New South Wales. Files and servers are replicated to a separate geographical region, to Microsoft's Australia Southeast facilities in Victoria.
- ATOMate is software that automates the review and distribution of ATO correspondence. Its cloud-based software also uses Microsoft Azure servers as described above.
- DocuSign is used to manage the signing of documents and document transfers and document storage. It is hosted & backed up in Amazon Web Services (AWS) and Microsoft Azure server files, these servers are replicated to separate geographical regions.
- Virtual Cabinet Portal is used to manage document transfers and store financial data. It is hosted & backed up in Amazon Web Services (AWS) EU (London) and AWS EU (Ireland) regions, respectively.
- Class is accounting software used to process accounting transactions and store financial data. It uses AWS and Macquarie Telecom data centres within Australia.
- Xero is accounting software used to process accounting transactions and store financial data. It uses AWS data centres within the United States.
- MYOB is accounting software used to process accounting transactions and store financial data. Its cloud-based software uses AWS and Microsoft Azure data centres within Australia.
- Intuit QuickBooks Online (QBO) is accounting software used to process accounting transactions and store financial data. It uses AWS data centres within Australia.
- Reckon is accounting software used to process accounting transactions and store financial data. Its cloud-based software uses AWS data centres within Australia.
- BGL-CAS360 is software used to deal with corporate compliance and store personal data. Its cloud-based software uses AWS data centres within Australia.
- Other third parties from time to time and as separately notified to you.

### Privity of Engagement Agreement

The parties to the engagement are you and StewartBrown. You agree that no claim may be brought against any staff member of StewartBrown or any contractor or subcontractor to StewartBrown.

Other than as required by Law, or as provided in the exception noted below, you are not permitted to and you agree that you will not disclose, reproduce or provide to third parties, documents, reports, tax returns or tax statements or otherwise the product of the Services.

The exception to the limitation above is where we provide our prior written consent, which will only be provided at our absolute discretion, to the disclosure or release of the product of the Services to third parties.

### **Indemnity for Liability to Third Parties**

You agree to indemnify us against all liabilities, claims, costs and expenses (including any GST payable by us on amounts paid by you under this indemnity) incurred by us in respect of any claim by a third party which is related to, arises out of, or is in any way associated with the engagement. However, indemnity does not apply to any such loss in respect of any matters which are determined to have resulted from our negligent, wrongful or wilful acts or omissions.

### **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: <https://www.psc.gov.au/>.

### **Bank Account Details**

Please be aware that there is a significant risk posed by cyber fraud, specifically relating to email accounts and bank account details. Our bank account details will not change during the course of an engagement, and we will never notify you of a change in our bank account details via email or text message.

Please check the bank account details with us directly, via a telephone call or in person, if you receive any notification of a change in bank account details. We will not accept any responsibility if you transfer money into an incorrect account.

### **Trust Account**

We maintain a separate trust account (known as the StewartBrown – Trust Account) for dealing with all money and property received from you or on your behalf, except for amounts received from you in payment of our fees. We may apply these funds in payment of our fees with your written authorisation. Our trust account is held with the ANZ Banking Group.

### **Engaging Party**

Where the Engagement Letter is addressed to more than one person, the limitations of liability apply to all of the person(s) as a group, and it is up to that group of persons to decide how the limitation is to be allocated between the group.

The person(s) to whom the Engagement Letter is addressed will remain liable to pay our fees at all times.

Where the Services are to be provided to more than one person, each of those persons will be jointly and severally liable to pay our fees.

Where requested by you, and at our discretion where it is agreed by StewartBrown, we may address our fees to person(s) or entities to whom you are associated or connected. Where this is requested, should those fees remain unpaid within the usual timeframe required, you will remain liable for the payment of such fees.

### **Privacy Policy**

Your privacy is important to us. StewartBrown is committed to ensuring your privacy is safeguarded and, accordingly, have created a Privacy Policy and Disclosure Statement (together referred to as "the Privacy Policy") in order to demonstrate our commitment to privacy and compliance with the *Commonwealth Privacy Act 1988* and the Australian Privacy Principles.

The Privacy Policy applies to personal and corporate information collected by us. Please refer to the separate Privacy Policy document which forms part of these Standard Terms of Engagement.

### **Dispute Resolution**

If there is a dispute relating to the engagement, the parties agree that they will endeavour to resolve such dispute by negotiation but failing that will submit to mediation before having recourse to any other dispute resolution process.

Written notice detailing the dispute will be submitted to mediation before a mediator chosen by the parties or, where the parties cannot agree, by the Australian Commercial Disputes Centre (“ACDC”).

The parties will use their best endeavours to settle the dispute promptly. The mediation will be conducted in accordance with the ACDC Mediation Guidelines to the extent that they do not conflict with the provisions of this clause.

If the dispute is not resolved within 60 days after notice of the dispute, the mediation will terminate unless the parties otherwise agree.

### **Know Your Client**

The TASA regime for Tax Agents requires that Tax Agents be able to identify their clients (“know your client” or “KYC”). The requirement to identify clients is an important pillar in maintaining the integrity of the tax regime.

As an important step in executing this Engagement agreement you agree to providing any necessary information to confirm your identification and that of any person or entity which is to receive the relevant services.

Such identification information that should be sighted may include personal documents such as a current Australian driver’s licence, current passport etc. It is important to note that such identification information will not be held by us.

### **Tax Practitioners Board and Tax Agent Registration**

The Tax Practitioners Board maintains a public register of Tax Agents. The register is available for access and review, and can be searched to confirm the currency of any Tax Agent registration. StewartBrown’s Tax Agent registration number is 15165007.

The public register may be accessed via this website link:

<https://www.tpb.gov.au/public-register>

The Tax Agent registration confirmation of StewartBrown may be accessed via this website link:

<https://myprofile.tpb.gov.au/public-register/practitioner/?ran=15165007>

No notifiable events have occurred that we are required by the TASA Regime to notify you of.

### **Tax Practitioners Board and Code of Professional Conduct**

Should you be dissatisfied about a tax agent service, you can make a complaint to The Tax Practitioners Board (TPB). A complaint about a tax agent service can be made in writing through the TPB website.

Information about the complaints process and the information to be provided in the form to be completed when making a complaint, is provided on the TPB website at the following address <https://www.tpb.gov.au/complaints>

### Modern Slavery

You and StewartBrown (the parties) agree that each will ensure that all of our respective officers, partners, employees, contractors and subcontractors will comply with the Modern Slavery Laws (as defined in the *Modern Slavery Act 2018 (Cth)*). Further, that each will notify the other of becoming aware of any facts or circumstances which contravene the Modern Slavery Laws relating to the party.

The parties both warrant that to the best of their knowledge, they have not engaged in any instances of Modern Slavery nor been convicted of any offence relating to Modern Slavery.

### Governing Law and Jurisdiction

In the unlikely event of a dispute not being resolved by negotiation or mediation it is agreed by both parties that all aspects of the engagement are governed by, and construed in accordance with, the laws of the State of New South Wales, even where your activities take place outside the State of New South Wales.

### StewartBrown

In relation to our Standard Terms of Engagement, StewartBrown is referred to as: StewartBrown; SB; us; and we. The partnership StewartBrown is the practice entity to provide the Services under this engagement.

### Engagement Agreement

The entirety of the engagement agreement is comprised of the Engagement Letter and these Standard Terms of Engagement. The engagement agreement excludes all or any other express or implied terms, conditions or representations not included in the Engagement Letter or within these Standard Terms of Engagement.

To the extent that there is any inconsistency of terms, conditions or limitations in the Engagement Letter and those in this Standard Terms of Engagement, the Engagement Letter will prevail to the extent of the inconsistency.

This engagement agreement supersedes all previous engagement agreements.

### Acceptance of Engagement Agreement including Standard Terms of Engagement

The engagement by you of StewartBrown or the continuation of an existing engagement indicates that you understand and accept the terms and conditions provided in the Engagement Letter and these Standard Terms of Engagement.

These Standard Terms of Engagement will be effective for future engagements until changed or modified by the notification of either party.

### How do I contact StewartBrown?

If you require any information regarding these Standard Terms of Engagement, please contact your Partner or Manager, or via the contact details below:

**Contact:** StewartBrown  
**Address:** Level 2, Tower 1,  
495 Victoria Avenue  
CHATSWOOD NSW 2067  
  
PO Box 5515  
CHATSWOOD NSW 2057

**Telephone:** (02) 9412 3033

**Email:** [info@stewartbrown.com.au](mailto:info@stewartbrown.com.au)