

STANDARD TERMS AND CONDITIONS

Introduction

For quality assurance purposes, we require a written agreement to be entered into, setting out the work Accession3 Business Advisers Pty Ltd ("A3") is to perform for our Clients and how we will charge fees and costs to our Clients. This client agreement does not extend to services offered by Accession3 Financial Advisers.

Instructions

A3 will perform the work specified pursuant to the information and instructions provided by our Client.

Staff attending to client work

Client work will be supervised by one of our partners or client managers. Where required, it may be necessary or more efficient for other A3 staff to attend to the work. Further instructions and general queries may be handled by either the supervising accountant or other members of staff. If our Client has any concerns, the supervising partner or client manager should be contacted.

Professional fees

Work covered by a Project Proposal (PP)

Where possible, our professional fees will be agreed with our Client prior to the commencement of the Project. The details of the Project including the Deliverables, Value and estimated Fee will be outlined in a Project Proposal (PP). The PP is to be authorised by our Client prior to, or as soon as practical after the commencement of the Project.

Should there be a significant variation to the terms of the Project or the estimated fee, we will advise our Client and seek instructions before proceeding on the Project. This advice will be in the form of a Project Proposal Variation (PPV).

Work not covered by a Project Proposal

Where work is undertaken that is not covered by a PP, our fees will be based on our professional hourly rates. These hourly rates vary from \$66 to \$429 inclusive of GST, dependent on the level of skill and experience of the staff member doing the work. Alternatively, the fee will be based on the agreed value of the work undertaken.

Professional fees - Outlays

Where substantial we will charge for any costs properly incurred by A3 on our Client's behalf. These include, but not limited to, ASIC fees, legal fees and software charges.

Invoices

Where a Project Proposal is issued, it will detail the payment arrangements including when invoices will be issued and when the payment is required. Most PP's will require the payment of a deposit.

For work not covered by a PP, we will issue invoices either during or at the end of the work being undertaken.

Payment of all invoices is required within 14 days of issue.

Our Client is to advise prior to the expiration of the 14 day period if they require an extension or alternative arrangement to payment terms including EziDebit options. We reserve the right to charge an administration levy of 1.5% per month if the invoice is not paid within 14 days and/or follow legal avenues for recovery of amounts owing where a suitable arrangement has not been made.

Change of accountant

Our Client may change accountant or firm at any time. The Client must give A3 written notice of the change to a new accountant or firm. A3 may charge the Client for fees and costs incurred up to the date of notification. A3 may retain the Client files and information until all fees and costs owed by the Client are paid.

Varying this agreement

This Agreement may only be varied in writing.

Termination of this agreement

Our Client may terminate this Agreement and withdraw its instructions, in writing, at any time and for any reason. A3 may terminate this Agreement and cease to act for the Client for lawful cause or if our Client:

- a. breaches the Agreement;
- b. requires A3 to act unlawfully or unethically;
- c. fails to give A3 adequate instructions;
- d. indicates loss of confidence in A3;
- e. fails to pay for any accounts; or
- f. loses legal capacity.

A3 will give our Client reasonable notice, in writing, of its intention to terminate this Agreement. A3 is entitled to payment of outstanding fees and costs up to the termination and will be entitled to retain possession of the Client files and information until payment of all outstanding amounts.

Duties & Accountability

Each party will work together towards the successful completion of the Client's instructions.

A3 will:

- a. conduct the assignment with professional skill and diligence in a courteous manner;
- b. advise the Client about significant steps in the assignment;
- c. communicate changes to the assignment as required; and
- c. deliver the completed work in a timely manner.

Our Client will:

- a. promptly provide all necessary instructions and information in relation to the work;
- b. be open to discussion and consideration of options;
- c. be courteous when dealing with A3 staff;
- d. notify A3 of any issues, discrepancies or grievances as soon as they arise so they may be acted upon immediately;
- e. ensure that contact is maintained with A3 during times of absence; and
- f. pay our fees within or before our payment terms.

Outsourced services

A3 uses the services of firm operating from Brisbane, which provide qualified accounting professionals, working from offices in India to outsource client compliance work. The firm has been providing this type of services globally since 2001 and operate to extremely high ethical, privacy and security standards. These accountants have limited access to our database and at times it may be more efficient for A3 to use this external service to attend to processing of client compliance work. This frees up the time of our professional team to allow us to add value to you and your business rather than attending to compliance obligations.

Acceptance of our services in conjunction with the client agreement indicates your acceptance of the use of outsourced services as described. Where the outsourced service requires the disclosure of personal information to an overseas recipient a consequence of your consent is that A3 will be required to take reasonable steps to ensure that the Australian Privacy Principles are complied with by the overseas recipients of the personal information.

CLIENT AGREEMENT

Qualified advice

A3's advice to our Client may be based on stipulated assumptions and/or qualifications. A3 will not be liable for any advice stipulated to be conditional upon any of those assumptions where those assumptions prove to be incorrect.

Independent advice

Our Client is advised, and has the opportunity, to seek independent advice in relation to this Agreement.

Rights and Obligations under the taxation law

Our Client is referred to the following website for clarification of the above

<https://www.cpaaustralia.com.au/professional-resources/accounting-professional-and-ethical-standards/apes-220-taxation-services>

Acknowledgement

Our Client is asked to retain a copy of this Agreement. If our Client proceeds with an assignment (with or without completing, by co-signing and returning, the PP or PPV) our Client will be deemed to have accepted the terms of the PP or PPV and this Agreement.

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