



Statement of Trade

This document together with the Engagement Letter and, where applicable, any subsequent Confirmation Advice, form the Contract between Granvale Nominees Pty Ltd (referred to as 'Joseph Hughes Accountants' 'I' 'We' 'Us' and 'Our') and our client. The terms defined in the Engagement Letter or Confirmation Advice have the same meaning in this Statement of Trade.

SERVICES

We will provide the services described in the Engagement Letter and any subsequent Confirmation Advice.

Our work will be based solely on the information provided, the circumstances made known to us and the assumptions set out in our correspondence. We rely on you bringing to our attention as soon as possible any changes in the information as originally presented as it may impact on our advice.

Changes in the law and in interpretations may take place before our advice is acted upon or may be retrospective in effect. Unless specifically stated in the engagement letter we accept no responsibility to inform you of changes in the law or interpretations affecting advice previously given by us.

Some of the matters on which we may be asked to advise on may have personal tax implications for directors and employees for which we are not responsible unless specifically instructed to address these issues on an individual basis. You are required by law to keep full and accurate records relating of your affairs. It is your responsibility to provide us with all information necessary to allow us to perform the work contemplated under the engagement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of client by the practitioner. Inaccurate, incomplete or late information could have a material effect on services and/or conclusions.

We will endeavour to carry out our obligations in accordance with the time scales set out in the Engagement or Confirmation Letters or as otherwise agreed. However, unless both of us specifically agree otherwise in writing, the dates contained in the Engagement or Confirmation Letters or otherwise advised are indicative dates intended for planning and estimating purpose only and are not contractually binding.

Either of us may request changes to the services to be provided or changes to any other aspect of the General Terms of Trade but no such changes take effect unless agreed in writing. Both of us agree to work together to enable both parties to assess the impact of any requested changes on the cost, timing or any other aspect of the services.

REPORTING

We will report to you in accordance with the terms set out in the Engagement Letter or Confirmation Advice. You may make copies of any reports for your own internal use but you must not provide the report or copies of it to any third party without first obtaining our written consent. Such consent will only be granted on the terms we deem appropriate which will include that we accept no duty or responsibility to any other party who may seek to rely on our report. In some cases appropriate releases from third parties may be required.

Intellectual Property

Intellectual property rights in all documentation, systems, materials, methodologies and processes brought to the assignment or created in the course of the assignment shall remain and be vested in Joseph Hughes Accountants.

INFORMATION

You agree to provide in a timely fashion all information and documents reasonably required to enable us to provide the services. Unless otherwise stated in the Engagement Letter or Confirmation Advice, we will not independently verify the accuracy of such information and documents and we will not be liable for any loss or damage arising from any inaccuracy or other defect in any information or documents supplied by you.

FEES AND PAYMENT

How will fees be calculated

Fees for the Services will be charged on the basis set out in the Engagement Letter or Confirmation Advice. Where these communications do not state the basis on which our fees will be charged, our fees will reflect time spent to complete the work and such other factors including but not limited to:

- complexity,
- monetary value involved,
- specialist input required, and
- urgency.

Our total fees will generally consist of the time spent multiplied by our hourly rates and, where applicable, out of pocket expenses. Hourly rates will change from time to time and fees will be adjusted accordingly.

Goods and services tax ("GST") at the prevailing rate will be added to and forms part of our fees (except where we have assessed that the services to be provided are GST free).

The Engagement will be taken to have been accepted and/or scope accepted or extended where the client continues to instruct/request, verbally or in writing, Joseph Hughes Accountants, to provide advice or services. It is not incumbent on Joseph Hughes Accountants to continually reissue engagement letters with a new scope nor advise the client that such a new scope exists.

Expenses

All fees are exclusive of expenses unless the Engagement or Confirmation Advice states otherwise. We will charge you out of pocket expenses such as reasonable travel, subsistence and document

handling costs (such as photocopying, printing, fax, telephone and courier) incurred by us (net of any applicable GST input tax credit to which we are entitled) plus GST as applicable. Any special expense arrangements will be agreed and set out in the Engagement or Confirmation Letter.

Hourly rates

Managing Director - \$297 to \$320 per hour (plus GST); Senior Accountant - \$150 to \$165 per hour (plus GST); Junior Accountants - \$110 to \$145 per hour (plus GST); Secretary \$63 per hour (plus GST).

Payment of Invoices

Unless specifically agreed otherwise, your obligation to pay us fees and expenses to which we are entitled, will not arise until we have issued an Engagement Letter to you that you have signed and or when an invoice is issued to you.

Our invoices will be issued on a monthly basis or as set out in the Engagement or Confirmation Letter. All invoices will be due for payment completion of the assignment, or as set out in the Engagement Letter. We reserve the right to request payment of an initial deposit before commencing work. Title to work will remain with Joseph Hughes Accountants until full payment for the assignment is received. Joseph Hughes Accountants does not provide credit and will not deliver work on assignments until full payment is settled.

Payment of invoices can be made by cheque, direct debit, or via Pay Pal using your Pay Pal Account or credit card. We reserve the right to on-charge any fees levied by Pay Pal on processing your payment, should this payment option be chosen.

Use of the Joseph Hughes Accountants trust account will incur an additional charge of \$5 plus GST.

Debt collection costs will be payable by you where the account is not paid within the trading terms. Our terms and conditions of payment are within 7 days or upon receipt of invoice.

TERM AND TERMINATION

Duration of Contract

This Contract will apply from the commencement date stated in the Engagement or Confirmation Letter, if any, or where no commencement date is specified from the date of acceptance of the Contract as specified in the Engagement Letter or Confirmation Advice.

Termination

The Contract may be terminated by either party at any time.

CONFIDENTIALITY

To afford the maximum protection to your confidential interests, all employees of Joseph Hughes Accountants are employed under a service contract which contains a clause strictly forbidding the unauthorised disclosure of information.

LIABILITY

Joseph Hughes Accountants will use reasonable skill and care in the provision of the Services to the client as set out in the Engagement Letter or Confirmation Advice.

INDEMNITY AGAINST THIRD PARTY LIABILITY

The client shall indemnify and hold harmless Joseph Hughes Accountants, its directors, employees, associates and contractors from and against any loss, expense, damage or liabilities (or actions that may be asserted by any third party) that may result from any third party claims arising out of or in relation to the provision of the services or any use by you of any deliverable item under this engagement and will reimburse Joseph Hughes Accountants for all costs and expenses (including legal fees on a solicitor client basis) incurred by Joseph Hughes Accountants in connection with any such action or claim.

DOCUMENTS

It is our practice to destroy documents belonging to us after they are more than seven years old. Your acceptance of these terms includes your consent for us to destroy any documents that strictly belong to you which have been filed amongst our own papers.

Joseph Hughes Accountants uses an electronic document management system. Documents received from clients may be scanned and stored electronically. Your acceptance of these terms includes your consent for Joseph Hughes Accountants to destroy any hard copy documents received from you which remain uncollected after a period of 7 years.

RECORD KEEPING

All records relevant to the preparation of an income tax return must be retained by a taxpayer for a period of five years from the relevant date and these must be available for examination by the Commissioner of Taxation upon request.

Clients must satisfy minimum standards of reasonable care and demonstrate “reasonably arguable positions” in relation to contentious issues in order to minimise penalty exposure. The Australian Taxation Office does not require substantiation records or other documents prepared to support amounts contained within tax returns, to be lodged. However, it is a taxpayer’s responsibility to

maintain any documents, any research and any workings which support amounts or information included in taxation returns or other incidental documents lodged on your behalf.

COMMUNICATIONS

During our performance of the Services we will send messages and/or documents to each other by e-mail or other electronic means. As e-mail carries with it the possibility of inadvertent misdirection, or non-delivery of confidential material, unless you notify us otherwise you consent to the use of electronic communication.

All risks connected with sending via electronic means commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

Both parties will carry out procedures to protect integrity of data.

EXCLUSIVITY

Joseph Hughes Accountants will not be prevented or restricted by anything in this Contract from providing services for other clients.

PRIVACY OF PERSONAL INFORMATION

Disclosure by you of personal information to us in the course of our engagement is subject to the Privacy Act 1998 [“The Privacy Act”]. Accordingly the Services are provided on the basis that you will only disclose personal information about an individual to us:

- a. for a purpose related to the performance of the Services;
- b. provided you have made all disclosures required under the Privacy Act;
- c. provided you have obtained any consents required under the Privacy Act; and
- d. provided to do so would not otherwise breach the Privacy Act.

As we rely on you to fulfil these obligations you will indemnify Joseph Hughes Accountants, its partners and staff, against any claim, loss or expense resulting from your failure to make any disclosure or obtain any consent required under the Privacy Act or otherwise to comply with the Privacy Act.

If the performance of the Services requires a third party to supply personal information to us on your request, it is your obligation to ensure that the third party complies with clauses (a) to (d) above and you will indemnify us against any claim, loss or expense resulting from that party’s failure to do so, or to otherwise comply with the Privacy Act.

GENERAL

Entire Agreement

This Contract comprising the Engagement Letter or Confirmation Advice and Statement of Trade forms the entire agreement between us relating to the services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral.

Engagement Letter to take Precedence

In the event of any conflict between this Statement of Trade, the Engagement Letter and Confirmation Advice, the Engagement Letter or Confirmation Advice will take precedence.

Assignment

Neither party may, nor have the power to, assign or otherwise deal with its rights or obligations under this Contract without the prior written consent of the other party, except that Joseph Hughes Accountants may without consent assign or novate this Contract to a successor of the business of Joseph Hughes Accountants to which this Contract relates.

Notices to produce documents

If we receive any legally enforceable notice or demand issued by a third party, including the Australian Securities & Investment Commission, Australian Taxation Office, Australian Stock Exchange, any government statutory body or instrumentality, or any court or tribunal in relation to or in connection with the services you agree to pay our reasonable professional costs and expenses (including solicitor client expenses) in complying with or challenging any such notice or demand to the extent that our costs and expenses are not recovered or recoverable from the party issuing the notice or demand.

FORCE MAJEURE

Neither of us will be liable to the other for any delay or failure to fulfil their obligations under this Contract to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts of regulations of any governmental or supranational authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes.