

Terms of Engagement

Thank you for appointing us as your Tax Agent, Accountant and Business Consultant. By signing this Engagement, you are confirming your understanding of the terms of our engagement and the conditions of the services we will provide.

Purpose, Scope and Output of the Engagement

In this regard we understand that we will be responsible for performing the following services for the **Signee** of this Engagement, and any other related existing or future entities, including spouses, children and relatives, and companies, trusts, partnerships and self- managed superfunds on your instructions:

1. Preparation and timely lodgement of your taxation returns;
2. Preparation of financial statements, where necessary or appropriate;
3. Preparation and timely lodgement of related business & instalment activity statements; if required as per "New Client Registration Form".
4. Advising on taxation, accounting and business administration matters as required;
5. Undertaking special assignments when requested in relation to such matters as the acquisition and sale of assets, tax planning, strategic issues, assisting with finance applications and other such matters.
6. Attending to Australian Securities & Investments Commission (ASIC) compliance matters (for companies only).

The procedures we will perform will be limited exclusively to those related to this purpose, and as a result:

- No audit or review will be performed and, accordingly, no assurance will be expressed: and,
- 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 may come to our attention.

This engagement will be conducted in accordance with the relevant standards and ethical requirements of the NTAA.

Original records used for preparation of obligations

It is your responsibility to keep good records of original documentation used for the preparation of tax obligations. ATO requires all taxpayers to keep these records for five (5) years after lodgement.

It is preferred that any documentations sent to DMC TAX Pty Ltd for the purposes of preparation of tax obligations are supplied in the form of photocopies or scanned files. The return of original documentation will be your responsibility and postage and handling fee for returning any original documentation will be at your own expense.

Mutual Commitment & Representations

As importantly as it is for DMC TAX Pty Ltd to provide timely service and advice, we also expect that you will provide accurate and relevant information that relates to your tax affairs and obligations, and any entity that you may represent, in a timely manner. Furthermore, we expect your co-operation with our requests for information to allow us to accurately perform our work. On occasion, we may seek clarification of some matters where there is a need to do so, however DMC TAX Pty Ltd will not audit the information provided by you, or your representatives as you understand your record keeping obligations.

As the Australian Taxation Office monitors the lodgement and accuracy compliance of DMC TAX Pty Ltd as a tax agent, and we are bound by our professional association ethical values, we reserve the right to discontinue our engagement with any clients and any associated entities that provide untimely, misleading or illegitimate information.

Both written and verbal representations and information from you and any associated entity, are used in the preparation of your tax obligations. However where possible, written documentation is preferred, which may include the form of email, fax, post, letters or information from third parties. Verbal information and representations are noted on file by dates and people.

Disengagement of services

This letter will be effective for all future years unless either party advises of any change in our arrangement. We prefer any changes to be made in writing.

Where any entity is removed from our tax agent role with the Australian Taxation Office by the entity themselves, or by registering or engagement with another tax, or ASIC agent, this engagement is immediately discontinued at that time, and all responsibility for any services covered under this engagement is reverted to the taxpayer and or their new agent from that date.

Privacy Policy

DMC TAX Pty Ltd does not openly publish or provide your financial information to anyone other than yourself, or your represented agent/s. Your agent/s may include;

- Your current spouse
- Other relatives (in the case of power of attorney)
- Another partner in a partnership
- Another director of your company
- Another trustee of your trust
- Another director of the corporate trustee of your trust

We exercise discretion, however rely on the “indoor management rule” under the Corporations Act, in relation to taking instruction and providing information to employees or directors of a company.

Our policy is to not supply your financial information to third parties unless you have provided express consent, preferably in writing. This includes applications for finance. If you require us to provide your financial information to third parties, please authorise our office, prior to having the third party contact us.

Under this engagement, you agree to allow us to provide your contact details and financial details to government agencies including but not limited to, the Australian Taxation Office (ATO), Australian Securities and Investments Commission (ASIC), Child Support Agency (CSA), Australian Bureau of Statistics (ABS) and Centrelink on their request when they have legislative right to, and contact us in our capacity as your tax agent.

All companies, regardless of their trading activity or purpose are subject to an annual ASIC agent package fee. The fee is invoiced for the forthcoming financial year and details the services covered, including hosting of the registered office and upkeep of corporate register documentation. No refund or pro rata is available for changes or additions during the financial year.

Paperless office and Email Policies

DMC TAX Pty Ltd operate a paperless office for all client records and working papers, bar signed documents. Accordingly, original documents are scanned in an unalterable image format. Electronic documents are stored and regularly backed up with appropriate security.

Email is the preferred method of communication for DMC TAX Pty Ltd due to its convenience, speed, written format, ease of response, paperless integration, ability for attachments, and lower reliance on paper and postage under our environment contribution policy.

Calculation of Fees

Please refer to our current Fee Structure for an outline of our fees for services. Generally, our fees are charged on a time basis. We reserve the right to amend our fees from time to time. The fee is calculated by a provision of time multiplied by our current hourly rate, which we then commit to.

Trading Terms

Our invoices will be generated on a weekly basis for work completed to the date of invoice. Payment is required within 7 Days from date of Invoice, unless otherwise arranged. We reserve the right to cease any further work until payment of our fees are up to date. This may result in late lodgement and/or non-compliance with ATO or other agencies' deadlines. Any penalties and/or general interest charges incurred as a result of late payment of our account will be the responsibility of the Taxpayer.

If our payment terms are not met further action may be taken. This includes but is not limited to an administration fee of \$20 per week until paid in full.

Payment may be made by any of the following methods and is noted on the bottom of each invoice:

1. Payment by EFT/direct credit to our bank account (This is our preferred method):

BSB: 015 142,
Account number: 4581 68868
in the name of "DMC TAX Pty Ltd";

2. Payment by cheque or money order – to be made payable to "DMC TAX Pty Ltd"; or
3. Payment in person – Cash, EFT and/or credit card facilities.

Although you have engaged us personally, you may require us to render services on your behalf to associated persons or corporations, trust or other entities in which you may have an interest or which you may control. In that case, you will remain personally responsible for payment of fees relating to those services, whether or not they are billed to you personally.

Requested Information

When further documents are required to complete your work, it is our policy to follow this up for four consecutive weeks. After this time, we will send a final request email/letter stating what we require and that there will be no more further correspondence from DMC Tax.

Your signing of this engagement acknowledges that you understand and agree to the terms of this Agreement.

These terms of engagement apply to every engagement and entity without exception. We reserve the right to change or update our terms of engagement from time to time. Any material and effective changes to our engagement terms will be notified to clients.

.....
Signature

.....
Name

Dated this

day of

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