

Mukiwa Accounting
Services

2023 GENERAL TERMS & CONDITIONS



FY 2023 GENERAL TERMS & CONDITIONS



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1. DUTIES OF THE FIRM

a) Scope of Services

We will provide the agreed services as listed in the Scope of Services contained in the Firm's engagement letter. 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 our procedures will be limited exclusively for this scope of services only. Thus, no audit or review will be performed and, accordingly, no assurance will be expressed.

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.

We will not be responsible for the accuracy of information entered prior to the commencement of our engagement. If we identify any such issues, we will bring these to your attention and discuss the options available to you.

If required, annual Financial Statements will be prepared for distribution to the relevant specific organisation or party for the purpose specified in the report or as agreed. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

Our advice will cover Australian Income Tax, Payroll Tax and Goods and Services Tax. It will not cover any other taxes such as stamp

duty or land tax. The scope of our engagement will be limited to the performance of the services listed in the agreed Scope of Services.

b) Specific Duties of Firm

The Firm in performing the Accountancy Services must:

- i. perform the Accountancy Services (as listed in the Scope of Services) at all times exercising due care, skill and judgment;
- ii. commence the Accountancy Services on the Commencement Date and continue to provide the Accountancy Services in accordance with the terms of this agreement;
- iii. ensure that all methods and procedures employed in performing the Accountancy Services are ethical and are, where possible, standard methods and procedures currently employed in the accounting industry;
- iv. comply with the Client's representative's reasonable requirements conveyed orally or in writing to the Firm in accordance with and subject to the provisions of this agreement.

c) Professional Obligations

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at apesb.org.au.

This includes APES 110 Code of Ethics for Professional Accountants (including Independence Standards), which among other things contains provisions that apply if we become aware of any actual or potential 'non-compliance with governing laws or regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as serious adverse consequences to investors, creditors, employees, auditor, group auditor or the public), we may be required to disclose the matter to an appropriate authority.



d) **Conflicts of Interest**

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client.

Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interests are not the same as or are averse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

e) **Reliance on Advice**

We will endeavour to record all advice on important matters in writing.

Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

f) **Qualification on Our Services**

To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.

Our services are limited exclusively to those you have engaged us to perform.

Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs. Neither an audit nor a review will be conducted and, accordingly, no assurance will be expressed.

2. DUTIES OF THE CLIENT

a) **Record Keeping Obligations**

You are required by law to keep full and accurate records relating to your tax affairs in order to facilitate the preparation of accurate tax returns. The responsibility for the accuracy and completeness of the particulars and information provided to us by you rests with you.

Any advice given to you by us is only an opinion based on our knowledge of your circumstances. It is your obligation to provide us with all information that would be reasonably expected to allow us to perform the work specified under this engagement within a timely manner or as requested.

This includes providing accurate and complete responses to questions asked of you by us within 5 working days. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees.

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 is inaccurate, incomplete or misleading because it is based on inaccurate, incomplete or misleading information being provided to us.

b) Client's Representative to be Available

The Client's representative is to be available at all reasonable times during business hours on behalf of the Client for consultations with the Firm.

Relevant information, and explanations to questions raised during the course of the engagement, is to be provided in a timely manner.

c) Client's Representative is Agent of Client

The Client's representative is the agent of the Client in respect of any decision made or information given to or received by them concerning any matter arising under this agreement.

d) Directions by Client's Representative

The Firm must be guided and directed by the Client's Representative as to the manner in which the Accountancy Services are to be provided.

The Client acknowledges that where there is more than one Client the Firm may treat any one of them as Client Representative and any instruction so issued by a Client Representative will bind any other Client.

Where the Client is a company or corporate trustee, each director is individually appointed a Client Representative separately.

e) Client Information

- i. the responsibility for the accuracy and completeness of the particulars and information provided by the Client rests with the Client;
- ii. any advice given to the Client is only an opinion based on the Firm's knowledge of the Client's particular circumstances;
- iii. unless advice is given in writing and on letterhead, it will only constitute general advice and should not be relied upon for any specific circumstance or acted upon.
- iv. the Client, as a taxpayer, has obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns.
- v. the Firm has the ability to share the Client's information with partners and professionals so engaged under clause 10, and the Client authorises the release of any information relating to the Client for this purpose.

f) Communication

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

3. SPECIFIC AUTHORISATIONS

a) Who May Instruct Us

You (The Client) confirm that you, and any other person you nominate in writing from time to time, are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.

If we are acting for a business, and we receive conflicting advice, information or instructions from different persons, we may refer the matter to the board of directors, partners or proprietors (as applicable) and act only as requested by them.

Where we act and advise you and your spouse/partner, on the basis that you are a family unit with shared interests we may deal with either of you and may discuss with either of you the affairs of the other. If you wish to change these arrangements, please let us know.

b) Appointment as ATO Agent

The Client authorises the Firm to act on their behalf in respect to the taxpayer's dealings with the ATO.

This authority extends to all areas which the Firm is permitted to undertake by law, including but not limited to;

- i. Adding the Client to the Client List on the Agent's ATO Tax Portal
- i. Representing the Client in their dealings with the ATO in relation to Tax Services
- ii. Preparing and lodging Activity Statements and Income Tax Returns
- iii. Having access to Activity Statement and related information that may be provided via access to the Portal.

c) Appointment as ASIC Agent

Unless specifically advised otherwise, the Firm will be appointed as the registered ASIC agent of all Australian registered companies covered by this engagement.

d) Dealing With Third Parties

The Client authorises us to approach such third parties, as may be appropriate, for information that we consider necessary to deal with your affairs.

e) STP Authority

- i. The Client hereby authorises the Firm to provide the STP Pay Event payroll reports to the Commissioner of Taxation, for the business, based on the information provided to the Agent, by the agreed process, for each pay run
- ii. The Client declares to only provide true and correct information to the Agent for each pay run
- iii. The Client declares that at the date of signing the Authority the business is able to utilise the upfront STP Authority as the business has no overdue activity statements, nor any overdue amounts owing to the ATO (amounts subject to an approved payment plan are not considered overdue for this purpose) and that the business has complied with its PAYG Withholding obligations in the last two years
- iv. This STP Authority remains in place for a period of 12 months unless:
 - otherwise notified by either party or the ATO
 - there is a variation in the agreed payroll process
 - there is a change in the payroll information, or
 - the business is no longer eligible to utilise this STP Authority
- v. The Client acknowledges that this STP Authority is only valid while the business adheres to the following ATO requirements:

- Activity Statements are lodged on or before the appropriate due date (including the Agent extended dates where applicable) or any later lodgement is in accordance with an approved lodgement extension.
 - Amounts due to the ATO are paid by the due date or are subject to an approved payment plan.
 - The business must comply with its PAYG Withholding obligations.
 - The directors are not subject to a Director Penalty Notice.
- vi. The Client authorises the Agent to lodge the Final Pay Event to the Commissioner of Taxation.
- vii. The STP Authority must be renewed, as applicable, each year, as a compliance requirement.

4. KNOW YOUR CUSTOMER

We may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.

5. PROFESSIONAL FEES

Unless a fixed fee has been agreed, the Firm will charge the Client professional fees for work undertaken by the Firm according to the current Menu of Services & Fees, which is available [here](#) and on the Firm's website.

These fees have been set based on the level of skill, responsibility, value of the advice, as well as the level of risk.

- Fixed retainer invoices are rendered on a monthly basis, in advance

- Time-based invoices will be raised monthly or quarterly in arrears, although the Firm has the right to invoice the Client on a more frequent basis as required
- Project work, including for the preparation of financial statements and tax returns will generally be invoiced upon completion of the project. However the Firm may submit progress invoices for longer engagements.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

Hourly rates and fixed fees are reviewed annually, with increases generally effective 1 July each year.

6. COSTS AND DISBURSEMENTS

a) Costs and Disbursements Incurred by the Firm

The Firm may incur Costs and Disbursements on behalf of the Client during the provision of the Accountancy Services. The Client is required to reimburse the Firm for the Costs and Disbursements during the Term, with the timing method and manner of payment of the Costs and Disbursements will be upon periodic invoices presented by the Firm to the Client for the Costs and Disbursements actually incurred prior to the issue of each invoice.

The Firm and Client may agree in writing to an alternate method of payment for Costs and Disbursements at any time during the Term.

b) Fees for Costs and Disbursements

The Firm may charge a reasonable fee for incurring the Costs and Disbursements.

c) Subscriptions

Where the Firm is charged directly for subscription expenses, these will be recoverable from you upon rendering of an invoice.

If we are the subscriber for your software, we will always give you full access, including if the business relationship between us terminates or if there is a dispute between us. If you transfer your business to a new accountant, you will need to provide us with the name and email address of your chosen new software subscriber so that we can transfer the subscription.

We are bound by the Xero Partner Code of Conduct. This Code contains dispute resolution procedures and how your access to the Xero subscription will be maintained in the event of a dispute (including relating to non-payment of our fees) between the Firm and the Client. However, if we hold any software subscription, we can refuse to transfer the subscription until any outstanding invoices have been settled in full.

d) Travel time & costs

If the services are required to be performed on-site, one-way travel time will be charged at standard hourly rates.

Any parking and tolls expenses will also be recovered at cost.

7. SETTLEMENT OF INVOICES

Upon provision of periodic invoices presented by the Firm to the Client, the Client agrees to pay the Firm the stipulated amount, including any GST. The Client agrees to accept invoices by email.

The Client agrees to settle rendered invoices within the Firm's standard 14-day terms. The actual due date for payment will be clearly stated on the invoice.

Failure to comply with these payment terms may result in interest charges being applied, calculated at 8% per annum (pro rata'd). We may also suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed.

We intend to exercise these rights only where it is fair and reasonable to do so.

8. DIRECT DEBIT

It is the Firm's preference that the Client settles invoice by way of a direct debit arrangement. By signing the engagement letter, and in the absence of any objection, the Firm will arrange for a direct debit mandate request to be sent to the Client for the settlement of all future invoices within the agreed 14-day payment terms.

The Client will have up to 10 days from the invoice date to query or dispute the invoice, including requesting that the direct debit for that particular invoice be 'put on hold' or to enter into a payment plan.

Clients will receive an SMS notification prior to any direct debit being taken from their bank account or credit card. If the payment request is returned for whatever reason e.g., insufficient funds, any charges imposed by the direct debit merchant (EziDebit or Stripe) will be charged to the Client.



9. STAFF & CONTRACTORS

The Firm may utilise the services of different employees and/or contractors. These consultants have signed contracts in place with us which preclude them from accepting employment or contracting directly with a Client.

Should an employee or contractor accept a position to work with the Client, either during or within twelve months of having been employed or contracted by the Firm, a fee will be immediately payable by the Client to the Firm.

This fee will be calculated at 12% of the employee or contractor's current full-time equivalent remuneration package (including superannuation) paid by the Firm.

10. ENGAGEMENT OF OTHER EXPERTS OR STRATEGIC PARTNERS

The Firm may engage other experts or strategic partners to assist the Client as an agent for the Client. The use of other professionals does not constitute the giving of advice by the Firm and the Firm has no responsibility for any act or omission committed by any other professional so engaged and to the fullest extent authorised by the law, the Client agrees to releases and indemnify Mukiwa from any suits, claims, actions or demands it may have arising from any act or omission caused by an expert so engaged.

We may utilise outsourced service providers and cloud computing service providers, including:

- i. Ms Arisse Tumandao (Canada) to perform bookkeeping services; and

- ii. Ms Cristy San Diego (Philippines) to perform bookkeeping services; and
- iii. other third parties from time to time and as separately notified to you.

To perform the services, we may provide these third parties with access to your data to the extent this is required to perform the services.

11. USE OF CLOUD COMPUTING SERVICES

We use various cloud-based solutions to provide our services to Clients.

These include Xero, Hubdoc, Quickbooks & MYOB (bookkeeping, payroll, BAS services), Xero Practice Manager (practice management, tax return preparation & lodgement), Fathom (financial reporting), Xero HQ & Proposify (electronic signatures), Office 365 (emails), OneDrive & FYI Docs (document management systems), ATO Smartdocs (ATO Correspondence delivery), NowInfinity (ASIC Compliance), and Keeper (vault for secure password protection).

These cloud computing systems store files on remote servers operated by third parties, including the use of hosting providers in the United States of America and in Singapore.

Should you have any questions or concerns with regards to these cloud-based products, please advise us immediately. Signing this engagement letter indicates that you are agreeable to the Firm using such products to store confidential data and that your personal information may be stored overseas.

12. EMAIL OR OTHER ELECTRONIC COMMUNICATION

- a) The Client requests the Firm to accept instructions or communications by means of e-mail or other electronic transmissions (“electronic communications”).
- b) The Client agrees to accept e-mail and other communications transmitted by the Firm, in relation to any accounts, facilities or other arrangements which may be in place now, or in the future.
- c) In consideration of the Firm agreeing to accept electronic communications from the Client, the Client agrees as follows:
 - i. The Client authorises the Firm to accept and act upon any electronic communications it receives which purport to have been sent from You or any authorised signatory or representative on your account(s).
 - ii. Provided that the electronic communication appears on its face to be genuine, the Firm will have no obligation to verify the authenticity or accuracy of any electronic communications received from You or purporting to be sent by You.
 - iii. The Firm may act on any directions contained in an electronic communication regardless of by whom the actual or purported instructions were transmitted (or in the case of a facsimile, by what means any signature may have been affixed) and notwithstanding that such electronic communications may have been initiated or transmitted in error or fraudulently or may otherwise have been altered or distorted prior to, in the course of or upon receipt of the transmission.
 - iv. The Firm may (but is not obliged to) in its absolute discretion, defer acting in accordance with the whole or any part of an electronic communication pending further enquiry to or confirmation by You.
 - v. The Client agrees to accept electronic communications transmitted by the Firm to You.
 - vi. The Client agrees to release and indemnify Mukiwa against all claims, losses, damages, costs and expenses howsoever arising

in consequence of any delays in or non-receipt of a transmission, or in any way related to the Firm having acted in accordance with the whole or any part of any email instruction or in the exercise of the discretion conferred upon it by Clause 15, except to the extent that the Firm has acted negligently in any circumstances in relation to that electronic communication.

13. OWNERSHIP OF MATERIALS

a) **All Copyright and Intellectual Property Rights**

All copyright and Intellectual Property Rights in all Reports and Materials prepared by the Firm and their employees, servants or agents in regard to the provision of the Accountancy Services belong to the Firm.

b) **Reports and Materials to be Furnished to Client**

At the termination of this agreement, the Firm may at its absolute discretion provide or return to the Client some or all of the Reports and Materials referred to in clause 13a at the written request of the Client. The Client accepts the Firm will charge a fee for this and the Firm will withhold information and reports until receipt of payment.

c) **No Publication Without Leave**

The Firm, their employees and agents may not without the prior written approval of the Client publish any papers, documents or articles relating to the Accountancy Services. This clause will survive this agreement.

d) **Firm to Retain Own Intellectual Property Rights**

All Intellectual Property Rights in regard to the Accountancy Services or arising from the provision of the Accountancy Services which are developed by the Firm are the property of the Firm.

14. TERMINATION OF SERVICES

Each party may terminate this agreement by giving not less than 28 days' notice in writing to the other party except:

- i. where a conflict of interest has arisen,
- ii. you fail to cooperate with us, or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information

In such cases we may terminate this agreement immediately. Termination will not affect any accrued rights.

a) Termination Without Prejudice to Outstanding Claims

Termination will be without prejudice to any claim which either party may have against the other in respect of any breach of the terms of this agreement which occurred prior to the date of termination.

b) Contract Fee to be Paid Pro-rata on Termination

If this agreement is terminated by either party for any reason, the Client's liability to pay the Firm the then balance of the Contract Fee is limited to payment of that part of the Contract Fee which is payable for those Accountancy Services provided by the Firm to the Client under this agreement to the date of that termination which have not previously been paid.

15. COMPLIANCE WITH APPLICABLE LAWS

a) Firm to Comply with Statutes

The Firm must observe and comply with the provisions of any statute, regulation or by-law which is required to be observed or performed in the performance of the Accountancy Services.

b) Firm to Comply with Relevant Law

Without limiting the generality of the foregoing, the Firm must

comply with all legislated policy and other applicable law which are relevant to the Firm in relation to the Accountancy Services.

c) Firm independent of Client

The Firm is an independent contractor, and nothing in this agreement or elsewhere constitutes the Firm as the agent or employee of the Client or the parties as partners or joint venturers, nor is the Firm authorised to incur, nor may the Firm incur, any debt or obligation on behalf of the Client, without the prior Written consent of the Client being first obtained.

16. CONFIDENTIALITY

We will take all reasonable steps to keep your information confidential, except where:

- i. we need to disclose your information to our service providers (including auditors of client monies if applicable) or regulatory bodies in performing the services, our professional advisers or insurers or as part of an external peer review from time to time. Our files may also be subject to review as part of the quality review program of Chartered Accountants Australia and New Zealand and Tax Practitioners Board. By accepting this engagement, you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis;
- ii. we are required by law, regulation, a court of competent authority, or those professional obligations referred to in section 8 above, to disclose the information;
- iii. we provide limited information (but only to the extent reasonably necessary) to potential purchasers (or their professional advisors) of our practice but we will take

reasonable steps to ensure that any such recipient keeps the disclosed information confidential; or

- iv. you give us permission to disclose the information.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially.

We may mention that you are a client for promotional purposes.

17.PRIVACY

The Firm may use the Client's personal information to provide the Client with the Accountancy Services and to improve that service. At times the Firm may make personal information relevant to a Client available to strategic partners that work with the Firm to provide services to you. In such cases your relationship with that third party will be subject to that third party's privacy policy and will be governed by it. The Firm may also disclose information about you if we determine that disclosure is reasonably necessary to enforce any term of the agreement or if we are required to disclose the information by law or through a court process such as a subpoena.

18.LIMITATION OF LIABILITY

Our liability is limited by a scheme approved under Professional Standards Legislation.

You agree not to bring any claim against any of our principals, directors, shareholders or employees in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- i. indirect, special or consequential losses or damages of any kind; or
- ii. liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

19.LIMITATION OF THIRD PARTY RIGHTS

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

20.LIEN

The TPB has provided practical assistance and explanation on the subject of Agents claiming a lien over Client property in instances where there may be outstanding fees owing by the Client to the Agent. The Firm has adopted their recommendations.

The following items belong to yourself, irrespective of whether there are outstanding fees owing to the Firm:

- source documents e.g., ledgers, receipts, invoices, journals;
- correspondence between the ATO and the Client;
- software licensed in the Client's name.

The following items belong to yourself only where there are no outstanding fees owing to the Firm:

- letters of advice, books of accounts, returns and financial statements;
- the accounting software file containing the Client's data

The lien will continue notwithstanding the termination of this agreement.

21. GOVERNING LAW

This agreement will be governed and construed in accordance with the laws of the state of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state for any dispute arising under this agreement or its implementation or enforcement.

22. SUCCESSORS AND PERMITTED ASSIGNS

This agreement is binding upon and insures to the benefit of the parties, their respective permitted successors and permitted assigns, and to each of their respective executors, administrators, legal representatives, heirs and permitted assigns.

23. VARIATION

The Firm may vary the terms and/or conditions of this agreement at any time with or without your consent or notification. This Agreement replaces any previous agreement.

24. ENTIRE AGREEMENT

This agreement, including any exhibits and annexures, constitutes the entire agreement between the parties on the matters dealt with in this agreement and supersedes all prior communications and representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers in respect of the matters dealt with in this agreement. No party is, after the date of execution of this agreement, entitled, as against any other party hereto, or the officers of any such party, to bring suit on the basis of any verbal or Written communications, representations, inducements, undertakings, agreements or arrangements except expressly as provided by this agreement.

25. PRIVACY POLICY

Please speak to your appointed Client Manager should you require a copy of our privacy policy.

26. DISPUTES & COMPLAINTS

If you have any concerns about our costs or services, please speak to the person responsible for this engagement.

To resolve your concerns, we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.

27. INTERPRETATION

Unless the context otherwise indicates:

- a) all references to statutory provisions are to be construed so as to include all regulations under and any statutory modification or re-enactment of such statutory provisions (whether before or on or after the date of this agreement) for the time being in force;
- b) the schedules and annexures to this agreement have the same force and effect in all respects as if they were set out in the body of this agreement;
- c) words importing the singular include the plural and vice versa;
- d) words importing any gender include every gender;
- e) all dollar (\$) amounts are in Australian currency, unless expressly stated otherwise;
- f) words denoting individuals include corporations and vice versa;
- g) a reference to a party includes that party's executors, administrators and permitted assigns, or being a Client, its successors and permitted assigns;

- h) clause and subclause headings are for convenience only and do not affect the interpretation of this agreement;
- i) where any word or phrase is given a defined meaning in this agreement, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- j) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this agreement; and
- k) every agreement or undertaking expressed or implied by which more than one person covenants, agrees, undertakes or appoints or are taken to do so binds and extends to such persons and to any two or greater number of them jointly and to each of them severally.
- l) If any provision of the engagement letter or these terms is void, that provision will be severed, and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

28. DEFINITIONS

- a) **Accountancy Services** means all of the specific services to be performed by the Firm as set out in the attached 'Service Types'. These may include but are not limited to bookkeeping, accounting & tax services.
- b) **Client** means an individual, entity or organisation to whom or to which Accountancy Services are provided by a Member in Public Practice in respect of Engagements of either a recurring or demand nature.
- c) **Commencement Date** means the date of the signed engagement letter.
- d) **Consultant(s)** means any employee, adviser or external contractor employed or engaged by the Firm.
- e) **Contract Fee** means the consideration the Client has agreed to pay the Firm to carry out the Accountancy Services subject to any variation thereof by the Client in accordance with this agreement.
- f) **Costs and Disbursements** means the costs and disbursements that may be incurred by the Firm from time to time during the term when providing the Accountancy Services.
- g) **Engagement or Engagement Letter** means an agreement, whether written or otherwise, between the Firm and a Client relating to the provision of Professional Services by the Firm. Consultations with a prospective Client prior to such agreement are not part of an Engagement.
- h) **Firm** means Mukiwa Financial Services Pty Ltd, trading as Mukiwa Accounting Services.
- i) **GST** means goods and services tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended.
- j) **Intellectual Property** means any Intellectual Property Rights arising from this agreement.
- k) **Intellectual Property Rights** means statutory and other rights in respect of property rights, copyrights, Confidential Information and all other Intellectual Property Rights as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.
- l) **Material** includes books, papers, documents, information, graphs, tables, reports, computer and other data, computer programs, systems and all models necessary to perform the Accountancy Services.
- m) **Mukiwa** means the Firm, its employees, directors, advisors and contractors.
- n) **Professional Services** means services requiring bookkeeping, accountancy, taxation or related skills performed by a professional bookkeeper or accountant including bookkeeping,

accounting, taxation, management consulting and financial management services.

- o) **Revenue Authorities** include various levels of government authorities or similar institutions which have legislative powers to impose and/or collect taxes, including the Australian Taxation Office (ATO).
- p) **Reports** means the reports to be provided by the Firm to the Client at specified times.
- q) **TPB** means the Tax Practitioners Board.
- r) **Taxation Law** means a law and/or regulation of any level of government imposing a tax or otherwise dealing with tax and includes any such laws and regulations that describe direct and indirect taxes, levies, surcharges, penalties or similar charges imposed by various levels of governments or similar institutions on economic transactions.
- s) **Taxation Services** mean any services relating to ascertaining a Client's or Employer's tax liabilities or entitlements or satisfying their obligations under a Taxation Law, provided under circumstances where they can reasonably expect to rely on the services. This includes:
 - i. preparation of a return, notice, statement, application or other document for lodgement with a Revenue Authority, and responding on behalf of a Client or Employer to requests for further information from a Revenue Authority;
 - ii. preparation of tax calculations to be used as the basis for the accounting entries in the financial statements;
 - iii. provision of tax planning and other tax advisory services; and
 - iv. assisting a Client or Employer in the resolution of tax disputes.
- t) **Term** means, subject to the provisions of this agreement, a period commencing on the Commencement Date and continuing until terminated pursuant to the terms of this agreement.

- u) **Writing** includes typewriting, printing, photography, lithography and other means of representing or reproducing words in a visible form and written has a corresponding meaning.
- v) **You** means the Client.

29. SERVICE TYPES

For clarity, and to avoid the possibility of confusion, we have provided a list of our Service Types and the general services that are included in each.

Service Type	Specific Services Include:
Bookkeeping Services	<ul style="list-style-type: none"> • Data entry • Transaction coding • Bank and/or credit card reconciliations • Sales invoice and credit control • Purchase invoices and payment processing • Troubleshooting & support, as required from time to time
Payroll Services	<ul style="list-style-type: none"> • Processing of salaries & wages • Calculation of superannuation • Calculate and track accrued leave entitlements • Emailing employees' payslips • Filing of payroll STP with the ATO • Preparation of superannuation clearing payments • Troubleshooting & support, including client communications as required from time to time.
BAS Services	<ul style="list-style-type: none"> • Account reconciliations, preparation of BAS return for lodgement with the ATO • Preparation & lodgement of annual TPAR with the ATO. • Payroll reconciliations, preparation & lodgement of monthly and annual payroll tax returns with the relevant state revenue office • Payroll reconciliations, preparation & lodgement of year-end Income Statements with the ATO • Preparation & submission of annual Workers Compensation Declaration
Consulting Services	<ul style="list-style-type: none"> • Business review meetings • Preparation of budgets • Preparation of management reports • Cash flow forecasting • General accountancy advice • de facto CFO services • Financial and Key KPIs • Asset protection

Service Type	Specific Services Include:
Tax Services	<ul style="list-style-type: none"> • Preparation of annual financial statements • Preparation & lodgment of annual tax returns • Provision of year-end trustee and/or director minutes & resolutions • General tax advice, including pre year-end tax planning & strategies • Advice in relation to trading structures
Systems Implementation & Training	<ul style="list-style-type: none"> • Hubdoc setup & implementation • Receiptbank setup & implementation • Xero setup & implementation • Setup & implementation of other software as required • Training tailored to client needs • Xero health check