

EFC Terms and Conditions of Business

1 Introduction

- 1.1 EFC have set out in this document our basic terms and conditions of business (the "Terms"), which, together with our Engagement letter (together called "this Agreement"), will apply to all work EFC undertakes for you with respect to this engagement. If there is any conflict between these Terms and our Engagement letter, then the Engagement letter shall prevail.
- 1.2 For the purposes of the Terms, "EFC" is defined as EFC Tax & Accounting Services Pty Ltd ACN 087 767 995.

2 Our services

- 2.1 EFC will provide the services set out in our Engagement Letter (the "Services") and will use all reasonable commercial efforts to provide the Services in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.

3 Your obligations

- 3.1 You agree to pay for the Services in accordance with this Agreement.
- 3.2 You will provide EFC promptly with such information as may reasonably be required for the proper performance of the Services, including access to appropriate members of your staff, records, information, technology, systems and premises.
- 3.3 You shall retain responsibility for the use of, or reliance on, advice or recommendations supplied by us in the delivery of the services.
- 3.4 You acknowledge that information made available by you, or by others on your behalf, or which is otherwise known by, partners or staff of EFC who are not engaged in the provision of the Services shall not be deemed to have been made available to the individuals within EFC who are engaged in the provision of the Services.

4 Confidentiality

- 4.1 Both parties acknowledge that they may, in the course of the engagement, be exposed to or acquire information that is proprietary or confidential to the other party. Both parties agree to hold such information in strict confidence, and not to divulge such information except as may be required by law or judicial process, by any persons or bodies responsible for regulating that party's business or as required by a party's internal policies.

5 Staff

- 5.1 You agree that during the provision of the Services, and for a period of six months thereafter, you will not make any offer of employment to any EFC partner or employee involved in the provision of the Services, without our prior consent.

6 Benefit of advice

- 6.1 Unless otherwise specifically stated in the Engagement Letter, any advice or opinion relating to the Services is provided solely for your benefit and may not be disclosed in any way, including any publication on any electronic media, to any other party and is not to be relied upon by any other party.
- 6.2 During the supply of our services, we may supply oral, draft or interim advice, reports or presentations but in such circumstances our written advice or final written report shall take precedence. No reliance should be placed by you on any oral, draft or interim advice, reports or presentations. Where you wish to rely on oral advice or an oral presentation, you shall inform us and we will provide documentary confirmation of the advice.
- 6.3 EFC shall not be under any obligation in any circumstance to update any advice or report, oral or written, for events occurring after the advice or report has been issued in final form.

7 Electronic mail

- 7.1 If you ask us to transmit any document to you electronically, you agree to release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by the transmission (including by any computer virus).

- 7.2 You may not rely on electronically transmitted advice or opinion unless it is subsequently confirmed by fax or letter signed by a partner or authorised signatory of EFC.

- 7.3 You acknowledge that email communications sent without encryption can be intercepted and may be read by a third party. In this regard, you agree to indemnify and release us from all claims arising from the use of email in our communication with you or the communication we undertake in the course of carrying out our assignment on your behalf or in accordance with your instructions.

8 Fees, expenses and payment terms

- 8.1 The time-based fees, if any, quoted in the Engagement Letter or as separately quoted in a fee letter will remain in force until 31 December or 30 June (whichever occurs first) and we may increase fees for work continuing past that date. We review our time based fees six monthly.
- 8.2 Out-of-pocket expenses incurred in connection with the engagement will be charged to you.
- 8.3 The consideration payable for any supply made or to be made under this Agreement is exclusive of any goods and services tax ("GST"). If GST is payable on any supply made or to be made under this Agreement, you agree that the consideration payable for any such supply shall be increased by an amount equal to the amount of GST payable by EFC in respect of that supply.
- 8.4 Accounts are to be paid within 14 days of the billing date. If they are not paid by this date, we may charge you an additional amount for the Services equal to interest on the unpaid balances at a rate equal to 1% over the 180 Day Bank Bill Rate.
- 8.5 If we are required (pursuant to any order, subpoena, directive or other legal or regulatory process) to produce documents and/or information, answer enquiries, attend court or meetings or deal with any similar requests in relation to the Services for, or by, any judicial, regulatory, administrative or similar body or entity (including without limitation, any foreign regulator or similar), you shall reimburse us at standard billing rates for our professional time and expenses, including reasonable legal fees, incurred in dealing with those matters.

9 Problem resolution

- 9.1 If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about them, you are invited to telephone the partner or director, as the case may be, identified in the Engagement Letter. We will investigate any complaint promptly and do what we can to resolve the difficulties.
- 9.2 If the problem cannot be resolved, the parties agree to enter into mediation, or some other form of alternative dispute resolution, before commencing legal proceedings.
- 9.3 In the event of a dispute, or where fees remain unpaid beyond the due date, we reserve the right to suspend provision of the Services until such time as the dispute is resolved or the fees are paid. Suspension of the Services will not affect your obligation to pay us for Services rendered to the date of suspension.

10 Termination of Agreement

- 10.1 Each of us may terminate this Agreement if:
- the other commits any material or persistent breach of its obligations under this Agreement (which, in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy); or
 - the other becomes insolvent; or
 - the Services are suspended under clause 9.3 for more than 10 normal working days.
- 10.2 Termination must be effected by written notice served on the other.
- 10.3 Termination under this clause shall be without prejudice to any rights that may have accrued for either of us before termination and all sums due to us shall become payable in full when termination takes effect.

11 Limitation of liability

- 11.1 In this section, we set out, and you accept, the limitations which apply to our liability to you should you have reason to make a claim against us. The limitations and exclusions are accepted by both of us to be fair and reasonable, given the duties we are undertaking, the sums to which we are entitled and the availability (and cost) of insurance.
- 11.2 This Agreement is the only communication governing our relationship. EFC expressly excludes and will have no liability for any statements, representations, guarantees, conditions or warranties, including any which may be implied by statute, common law or custom or which arise from oral or written communications with you, which are not expressly contained in this Agreement. If any representations are of importance to you, you should ensure that they are expressly set out in the Engagement letter before signature.
- 11.3 EFC's liability is limited under a scheme approved under Professional Standards Legislation (the Scheme). Further information on the Scheme is available from the Professional Standards Council's website: <http://www.psc.gov.au>. You release and indemnify EFC, its associates and employees or contractors from all claims arising from or connected with the performance or purported performance of the Services arising from or connected with this Agreement to the extent any such claim or claims made exceed the limit under the Scheme.
- 11.4 Nothing produced by EFC, its associates, its employees or contractors is to be made available by you to any third party other than your own employees in any way whatsoever without our written permission and, in any event, we accept no responsibility to any third party. You agree and undertake that you will make the provisions as to limitation of liability known to anyone, including your own employees, to whom you may disclose anything produced by us pursuant to this Agreement.
- 11.5 You acknowledge that we have advised you that you may wish to obtain legal advice on all questions arising from the terms of our Engagement letter and this annexure, and in particular, the limitation of liability provisions, because they may impact on your legal rights.
- 11.6 To the extent permitted by law, you agree that to the extent that any loss or damage suffered by you is attributable to negligence, fault or lack of care on your part or on the part of any person for whom you are responsible, EFC is not liable (in contract, tort or otherwise) for the loss or damage.

12 Indemnities

- 12.1 In consideration of our agreement to supply you with the Services you agree to indemnify EFC, its partners, associates, employees, contractors and any other person who may be sought to be made liable in excess of the limit of liability described above in respect of any activity arising from or connected with these Services in respect of any claim of whatever kind, including negligence, that may be made by any person and any costs and expenses that may be incurred by us.
- 12.2 You agree to indemnify and hold harmless EFC against any and all losses, claims, costs, expenses, actions, demands, damages, liabilities or any other proceedings, whatsoever incurred by EFC in respect of any claim by a third party arising from or connected to any breach by you of your obligations under this Agreement
- 12.3 EFC shall not be liable for any losses, claims, expenses, actions, demands, damages, liabilities or any other proceedings arising out of reliance on any information provided by you or any of your representatives, which is false, misleading or incomplete. You agree to indemnify and hold harmless EFC from any such liabilities we may have to you or any third party as a result of reliance by EFC on any information provided by you or any of your representatives, which is false, misleading or incomplete.

13 Privacy

- 13.1 EFC is committed to complying with the Federal Privacy Act 1988 and National Privacy Principles when collecting, holding or disclosing personal and sensitive information concerning your shareholders, members, customers, employees and other individuals with whom you have dealings ('stakeholders').
- 13.2 If your stakeholders have not been made aware of the possible collection, holding, use or disclosure of their personal and sensitive information by EFC as part of this engagement, you agree to inform EFC so that should this be necessary, EFC may take action to raise the awareness of your stakeholders about the same.
- 13.3 By agreeing to this engagement and accepting the Services you acknowledge and agree that your personal information may be stored overseas.

14 Involvement of Third Parties

- 14.1 We utilise the services of the following third parties:

Name	Purpose
Xero	Data Storage
BGL	Data Storage

- 14.2 To perform our Services, we may provide these parties with access to your data to the extent that it is required to perform the Services. This may require information being sent to third parties.
- 14.3 By agreeing to this engagement and accepting the Services you consent to your information being stored with these service providers.
- 14.4 Where the outsourced service requires the disclosure of personal information to an overseas recipient we will take reasonable steps to ensure that the National Privacy Principles are complied with by the overseas recipients of the data.

15 Force majeure

- 15.1 If the performance of this Agreement by a party, is prevented or restricted by reason of fire, storm, flood, earthquake, war, labour dispute, transportation embargo, law, order, or directive of any government in matters relating to this Agreement, or any other act or condition beyond the reasonable control of that party, then the party is excused from such performance to the extent of the same, but will use their best efforts to avoid or remove the causes of non-performance and to cure and complete performance with the utmost dispatch.

16 Governing law and jurisdiction

- 16.1 This Agreement and all aspects of our engagement and our performance of the Services are governed by, and construed in accordance with, the laws applicable in the state of South Australia. Both you and we agree to irrevocably submit any disputes arising under this agreement to the exclusive jurisdiction of the Courts of that state.

17 Variation

- 17.1 No variation of this Agreement will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of signature of the Engagement letter.