

Terms and Conditions of Use: Tax Plan

The Lawpath Tax Plan will be carried out by Lawpath Tax & Advisory (tax agent ID:26256935). Lawpath Operations and Lawpath Legal do not act as tax agents. You agree that any tax-related services will be provided by Lawpath Tax & Advisory (LTA), and agree to the engagement terms below.

The following terms and conditions are enforced upon any entity or individual from the date of sign up to the Tax Plan serviced by LTA.

Definitions:

- “*We and our*” refer to Lawpath Tax & Advisory (LTA)
- “*You*” refers to the individual or entity (and all related associates) who have subscribed to the Tax Plan
- “*Plan*” refers to the Tax Plan

1. Objectives, Scope and Output of the Engagement

The first period for which we will be responsible is defined by the services engaged and the contract term which commences at the date that you have signed up for the plan. Previous tax years/accounting periods are not included as part of this plan.

2. Scope of services

Only the following services are included within the plan. These are as follows:

- Initial 30-minute tax consultation
- Annual Company Tax Return
- Annual Financial Statements
- Annual Business Activity Statement (x1) or Quarterly Business Activity Statements (x 4)
- Annual 15-minute online consultation following finalisation of year-end accounts

Any additional work that is outside the scope of the services listed above will be an additional service and charge. If we agree to carry out the additional requested services, we will provide you with a quote which you may accept or reject.

We will provide the Services to you in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board (**APESB**).

Our services are limited exclusively to the single entity that you have elected at the time of sign up of the plan. 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.

3. Who may instruct us

You confirm that you, and any other director of the company, 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.

We shall not be responsible if we receive conflicting advice, information, or instructions from different persons that result in misinformation or delays in submissions.

You agree that when you subscribe to the plan that you have the authority to act on behalf of that entity.

We may ask for you 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.

4. Your Responsibilities

You must provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline. We will rely on such information being true, correct, and complete and will not audit the information under the tax compliance add-on.

You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

You must keep us informed on a timely basis of changes in your circumstances that may affect our services.

5. Qualifications on our services

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

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

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.

Where our engagement is recurring, we may amend our terms and conditions where we deem necessary.

6. 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.

7. Investment and financial advisory advice

We will not provide you with investment or financial advice regulated under the *Corporations Act 2001* (Cth) within the plan.

8. 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.

9. 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 adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

10. Fees and payment

The plan fee will only include the services listed above in Section 2 'Scope of Services'. If there is additional work that must be completed before we can carry out our service, we will notify you as soon as practically possible.

If we are unable to complete our service due to issues outside of our control (such as unpaid government fees or incomplete documentation) we will not be held responsible for any liabilities, claims, costs and expenses (including legal costs) that result from such issue(s).

We reserve the right to suspend our services or cease to act for you upon written notice. We intend to exercise these rights only where it is fair and reasonable to do so.

Clients are required to maintain an active plan to receive these services. Any unpaid fees resulting in a past-due status will cause the client's subscription to become inactive. We will not perform any tax or accounting services for clients with inactive subscriptions. Services will resume only when the subscription is reactivated by settling all outstanding fees.

11. Confidentiality

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

- 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 any other bodies as appropriate. 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;

- 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;
- 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
- 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 backup and archiving practices. We will continue to hold such information confidentially.

12. Privacy

You must make all necessary notifications and obtain any necessary consents for us to process the personal information you provide to us. We collect and use that personal information for the purposes of providing the services described in the engagement letter to you and we will comply with the Privacy Act 1988 (Cth) when processing that personal information. Our privacy policy provides further details of our privacy practices.

13. Ownership of materials

We own the copyright and all other intellectual property rights in everything we create in connection with the plan. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record-keeping practices in accordance with our professional and legal obligations.

You agree we can use your logos and trademarks for the sole purpose of providing advice to you in connection with the engagement unless you tell us otherwise.

14. 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 stakeholders (including but not limited to principals, partners, directors, shareholders, employees) in their personal capacity. To the maximum extent permitted by law, we are not liable to you for:

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

15. Limitation of third-party rights

Our advice and information is for your sole use, and we accept no responsibility to any third party.

16. 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.

17. Applicable Law

Our engagement is governed by our State/Territory law. The courts sitting in our State/Territory will have non-exclusive jurisdiction in relation to any dispute between us.

18. Interpretation

If any provision of these terms is void, that provision will be severed and the remainder will continue to apply.

19. Disputes and complaints

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

20. Third-party responsibilities

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

- XERO located in New Zealand as our platform for invoicing, accessing your Xero ledger, workflow management and also storing client information
- IGNITION located in Australia as our client engagement, invoicing, payment and service management tool
- GOOGLE is located in America as our document management system
- AMAZON WEB SERVICES is located in America as our cloud computer platform service
- KARBON is located in America as our accounting workflow management system
- and 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.

Your data will be stored in servers physically located in Australia (unless otherwise specified) and in accordance with the security practices of the third-party service provider and our Privacy Policy

21. Outsourcing

We may utilise the services of other third parties to perform the services. We provide these third parties with access to your data to the extent this is required to perform the services.