

**OUR AGREEMENT – STANDARD AGREEMENT FOR ASIC REGISTERED AGENT SERVICES
SCOPE - TERMS OF ENGAGEMENT – ENGAGEMENT AUTHORISATION**

ABN: 46 605 824 093
Principal: Trent J Signor CA

This agreement is between Equibrato Pty Limited trading as Aitken Signor (“We” or “Us” or “Our”) and you, the entities listed at 1.2 below.

This agreement sets out the services to be provided, the obligations and duties of each party in respect to our services engagement with you. Our agreement consists of three sections referred to as the Scope, Terms of Engagement, and Engagement Authorisation and are to be considered in the singular as our whole agreement with you.

SCOPE

1 Scope, Purpose and Output of the engagement

1.1 The following scope forms part of our agreement with you. This scope is to be read in conjunction with our terms of engagement and engagement authorisation and collectively is referred to as our agreement with you.

1.2 Entities included within this engagement are (where there is more than one entity collectively referred to as the Group):

Entity Name	Entity Type
Company Client of Aitken Signor	Company

1.3 Each entity listed above engages us on the followings terms and is bound by the terms of this agreement. All listed entities are jointly and severally liable to pay our fees, regardless of which entity member those fees are addressed to, and regardless of which entity member received the benefit of the work performed.

1.4 Our services will be provided on a fee for service basis.

1.5 The scope and output of our engagement will include services performed from the date of signing the engagement authorisation, covering the entities listed above and will include:

1.5.1 Corporate Secretarial Services (SEC):

1.5.1.1 Company secretarial services including:

1.5.1.1.1 Downloading and corresponding with the company director(s) on all company information from the ASIC database records;

1.5.1.1.2 Preparation and lodgement of company forms required to notify ASIC of all changes to company officeholder(s), member(s) and company information;

1.5.1.1.3 Reviewing and checking the accuracy of the Annual Company Statement.

1.6 The period of this agreement is 1 July to 30 June each year (our agreement term).

1.7 The scope of our engagement will be limited to performance of only the services listed above.

1.8 The output listed above will be prepared exclusively for distribution to the entities listed above, to assist in their compliance requirements with the Australian Taxation Office (ATO), Australian Securities and Investment Commission (ASIC) and to provide information and advice to management only. We do not accept responsibility to any other person for the content of our agreed upon output. The output shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our reports may include a disclaimer to this effect.

1.9 The above 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 and services will be limited exclusively for this purpose only. As a result, no audit or review will be performed and, accordingly, no assurance will be expressed.

2 Fees

2.1 Our services will be provided on a fee for service basis.

2.2 Our fee for the services outlined within the scope follows (all amounts are inclusive of GST and do **not** include the annual filing fee payable to ASIC):

1 Company	\$220
2 – 3 Companies within your group	\$165 per company
> 3 Companies within your group	\$110 per company

2.3 Our fees are generally billed at the beginning of the agreement term and our memorandum of fees will be issued 1 July each year.

2.4 Our terms are 14 days from the date of our invoice.

2.5 If you do not make payment within our terms, we may charge interest on unpaid accounts at our current bank overdraft rate, which shall accrue on a daily basis on the total amount outstanding from the due date to the date of payment in full (including after judgment).

2.6 If payment is outstanding for 14 days after the due date, we may suspend performance of our services to you on credit until the date of payment in full.

2.7 You must pay our costs of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under our agreement but not limited to:

2.7.1 Legal costs, as between solicitor and client;

2.7.2 Our reasonable administration and other expenses incurred by us in relation to the recovery or attempted charges for the recovery of an unpaid amount; and

2.7.3 Third party debt collection expenses incurred by us.

2.8 Any failure or delay by us to charge interest on an unpaid amount or to exercise any of our other rights will not operate as a waiver of those rights.

TERMS OF ENGAGEMENT

- 1 The following terms of engagement form part of our agreement with you. This terms of engagement is to be read in conjunction with our scope and engagement authorisation and collectively is referred to as our agreement with you.
- 2 Our engagement commences as soon as you accept our agreement as per the engagement authorisation.
- 3 In addition to any other rights you might have, you can terminate this agreement at any time by telling us in writing. We also reserve the right to do so by providing you with 14 days' written notice.

4 Your disclosure and record keeping obligations

- 4.1 The director(s) are required to advise our office within 14 days from the date of change of any changes to officeholders, members and their shareholding, business or residential addresses with the approved form.
- 4.2 By accepting the terms of this agreement, the director(s) agree that any ASIC fees or penalties will be payable by the company should the director(s) not fulfil their obligations to us under this agreement.
- 4.3 By accepting the terms of this agreement, the director(s) will be taken to have agreed that the performance of our services is dependent on the performance of their obligations.
- 4.4 We will endeavour to ensure that authorised forms, returns, or other documents are lodged by the due dates and will advise you when documentation should be provided to us. If you are late in providing information, we will do our best to meet the due dates, but we will not be responsible for any late lodgement penalties or interest charges you may incur.
- 4.5 It is your obligation to provide us with all information that you reasonably expect will be necessary to allow us to perform work contemplated under this agreement within a timely manner or as requested. This includes providing accurate and complete responses to questions asked of you by us within 14 days or any other mutually agreed time. Inaccurate, incomplete or late information could have a material effect on our services and/or our conclusions and may result in additional fees. We will not verify the underlying accuracy or completeness of information you provide to us.
- 4.6 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 events 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.
- 4.7 By accepting this agreement, you will be taken to have agreed that the performance of our services is dependent on the performance of your obligations relating to disclosure and record keeping.

5 Our obligation to comply with the law

- 5.1 We have a duty to act in your best interests. However, the duty to act in your best interests is subject to an overriding obligation to comply with the law even if that may require us to act in a manner that may be contrary to your interests.
- 5.2 We also have an obligation to ensure that we manage conflicts of interest as they arise. In this regard, we have arrangements in place to ensure that we manage potential or actual conflict of interest. The effective operation of these arrangements depends, in part, on you complying with your obligation to disclose any potential conflicts of interest to us (see section 4 above).
- 5.3 During the performance of our work under this agreement, we may detect conduct or a transaction that is considered to constitute non-compliance with laws or regulations (NOCLAR), which has a material effect on any documents or information that might be required to be provided to a regulatory authority (RA), such as the ATO or ASIC. If we detect any NOCLAR, we may have an ethical requirement to make a disclosure to a RA. We will follow a formal process which will include advising you of our concerns, and if necessary, seeking legal advice. If we do seek legal advice we reserve the right to ask you to pay or reimburse us for our reasonable costs. If we are required to make a disclosure to a RA, you agree to forever release us from any claim for costs or losses you incur in responding to or dealing with anything that arises from our disclosure.

6 Limitation of liability

- 6.1 Our liability may be limited by a scheme approved under Professional Standards Legislation. Further information on schemes is available from the Professional Standards Councils' website: <http://www.professionalstandardscouncil.gov.au>.

7 Confidentiality

- 7.1 We will not disclose any information relating to your affairs to any third party without your consent, unless required by law. You may provide us with permission to disclose your confidential information in certain circumstances, or place conditions on the disclosure of certain confidential information. If you do so, we will have permission to disclose the relevant information accordingly, in the performance of our services, unless you instruct us otherwise in writing.
- 7.2 We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of the Institute of Chartered Accountants which monitors compliance with professional standards by its members. We advise you that by accepting our agreement you acknowledge that, if requested, our files relating to this agreement will be made available under this program. Should this occur, we will promptly advise you.
- 7.3 We will take all reasonable precautions to ensure that any electronic data that contains your private information is securely stored and that any email transmissions are protected and are not able to be intercepted by third parties. However, we cannot be held liable for any loss that you might incur as a consequence of any third party intervention that accesses, procures or copies any data that contains your private information from any medium or device we use to store or transmit such information. In the event that, despite our firm having taken reasonable precautions to securely store your private information, you suffer any losses arising from unauthorised cyber-activity, you agree to forever release us from any claim for your losses.

8 Ownership of documents

- 8.1 All original documents obtained from you arising from this agreement will remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.
- 8.2 Our engagement will result in the output as outlined within the scope section above. Ownership of these documents will vest in you. All other documents produced by us in respect of this agreement will remain our property.
- 8.3 We have a policy of exploring a legal right of lien over any of your documents in our possession in the event of a dispute between us. We have also established dispute resolution processes, details of which are available on request.

9 Your acceptance of the scope and terms of engagement

- 9.1 This agreement sets out the basis on which we will act for you.
- 9.2 We thank you for the opportunity to assist you and ask that you review the engagement authorisation.

Engagement authorisation

- 1 The following engagement authorisation forms part of our agreement with you. This engagement authorisation is to be read in conjunction with our scope and terms of engagement and collectively is referred to as our agreement with you.
- 2 Payment of our annual invoice will indicate acceptance of our agreement.