

PRIVATE & CONFIDENTIAL

Dear Sir / Madam,

Engagement of Ascendia:

Thank you for choosing Ascendia. Having a good relationship with our clients is important to us. If you have any questions or comments about our service please don't hesitate to raise these with one of our Senior Accountants / Client Advisers at any time.

Further to our recent discussions this letter is to confirm our understanding of our engagement and the nature and limitations of the services we will provide.

PURPOSE, SCOPE & OUTPUT OF THE ENGAGEMENT

Upon your request we will provide and be responsible for the following accountancy and financial services, for the entities listed above:

1. Preparation of the annual financial statements.
2. Preparation and lodgement of income tax returns.
3. Preparation of interim financial statement(s) in the months agreed.
4. Conduct of your Trust Account (where applicable) to meet the requirements of the PAMD Act.
5. General financial administration services as agreed.
6. Bookkeeping Services for entities identified as agreed.
7. Attending to company secretarial matters as agreed.
8. Preparation and presentation of investment & financial advice as agreed.
9. Preparation of financial & investment modelling reports as agreed.
10. Portfolio administration management services as agreed.
11. Provision of general financial information and research as agreed.
12. Preparation and presentation of management accounting and reporting as agreed.
13. BSA Independent Review
14. Other services as agreed.

The purpose of these services is to assist in the management and planning of your business and / or personal financial affairs and to fulfil your business and / or personal statutory obligations. Our procedures involve the use of Accounting, Tax Advisory, Business Management, Asset Management and Financial Planning expertise to collect, classify and summarise the financial information which you provide us into various types of financial reports to allow you to make reasonable business and / or personal plans and decisions about your business and / or personal affairs.

Our procedures do not in this instance include verification or validation. The separate Ascendia audit services engagement is available for this service. Please ask one of our partners accordingly. Our financial services guide provides further information pertaining to our wealth management service.

We understand that an audit of financial statements is not required and therefore no assurance will be expressed.

We do our best at all times to conduct our services in accordance with the relevant standards and ethical requirements of National Institute of Accountants (NIA), Society of Certified Practising Accountants (CPA Australia), the Taxation Institute of Australia (TIA) and the Australian Financial Planning Association (FPA).

As special purpose financial report(s) are prepared exclusively for your benefit we will often rely on you for both the completeness and accuracy of the information supplied to us and you are solely responsible in that instance to users of the special purpose financial report compiled by us. This includes responsibility for the maintenance of adequate accounting records, an adequate internal control structure and the selection and application of appropriate accounting policies. It is your responsibility to provide accurate and appropriate information to allow us to have reasonable grounds for making recommendations. Ascendia accepts no liability for any advice given on the basis of inaccurate or incomplete information supplied by you.

For the continued confidentiality of your affairs we require you to advise our office if you require at anytime the release of information to a third party including staff employed by yourselves.

The Australian taxation system is based upon Self Assessment. Therefore it will be necessary for you to maintain the appropriate receipts, dockets, cash register tapes and other original items to substantiate any claims for deductions that you might make. Should you be unsure of your responsibilities in this area we would be available to advise you.

The involvement of this type of engagement may not disclose fraud, defalcations or other irregularities, which may occur. However any material weakness in your accounting or internal control system which comes to our notice will be drawn to your attention.

The information will be prepared in accordance with appropriate Accounting Standards and any applicable laws.

As stated above our reports will be prepared for you therefore we disclaim any assumption of responsibility for any reliance on our report by any party other than you or your organisation and our report will contain a disclaimer to this effect.

RELATIVE RESPONSIBILITIES

The conduct of this engagement in accordance with required standards and ethical requirements means that information acquired by us in the course of the engagement is subject to strict confidentiality requirements. The information you provide and any recommendations made will be kept on file. That information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your express consent. You are entitled to request reasonable access to any information held about you.

In order to best meet your needs and provide you with financial services and advice, we may need to disclose your personal information to other parties including wholesale brokers, banks and other financial institutions as required to provide agreed services to you – where you are using relevant ascendia services. By using these services you agree to this.

Our files may, however, be subject to review as part of the quality control review program of relevant professional bodies, which monitor compliance with professional standards by its members. We advise you that by signing this letter you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

Financial Statements.

It is understood and agreed that:

- (a) you will provide us with accurate and complete information necessary to compile your financial statements/ income tax return/ financial advice/ investment reports.
- (b) the responsibility for the accuracy and completeness of the assertions in the financial statements/ taxation return/ financial advice/ investment reports remains with you;
- (c) each page of the financial statements will be conspicuously marked as being unaudited;
- (d) you will attach our disclaimer when distributing financial statements/ reports to the Australian Taxation Office (ATO) financial institutions or other parties and acknowledge that the financial statements prepared by us are for your purposes only.
- (e) you accept responsibility for all records and information supplied to us;
- (f) you accept responsibility for any failure to supply us with relevant records and information and
- (g) you grant us full authority to contact any organisation (including your Bank and the ATO) for the purposes of obtaining information necessary to complete your tax return and the financial statements. You acknowledge that this information would not otherwise be available due to the Privacy Act restrictions, but you give us full authority for this statement to be used as written confirmation of your agreement to us obtaining information for any organisation from the above mentioned purposes.

Tax Returns

You acknowledge our end of year procedures and confirm that you will supply all the information required to complete the appropriate returns including Fringe Benefits Tax, Goods and Services Tax, and state taxes such as Land Taxes and other State and Federal Taxes.

We are authorised to prepare and file the stated organisation / entities Income Tax Returns' (and also any Returns required for associated parties as you require) from the information and records supplied to us. However you are responsible for meeting your tax obligations and for any penalties imposed by the ATO for non-compliance with those obligations.

We understand that we are responsible for the preparation and filing of the stated entities / organisation's Company Statement, when applicable, with the Australian Securities and Investment Commission from information supplied by you, as well as the preparation of any shareholders and directors resolutions you may request and to assist with the maintenance of the statutory records. Where appropriate, you may request us to act as your registered office.

Goods and Services Tax Return

Any engagement to prepare and lodge your GST return will be the subject of a separate agreement. We shall however endeavour to reconcile your GST returns to your financial statements and advise you of any discrepancy.

Australian Taxation Office Linking and Tax Assessments

You agree to be linked to our practice in relation to all income tax types to enable us to obtain information regarding outstanding taxes. This will enable us to best serve you in dealings with the ATO. Our address will be used by the ATO for service of notices and we are responsible for checking tax assessments. We shall also endeavour to advise the amounts and due dates of tax instalments. However, the responsibility for paying the correct tax and paying on time rests with you. Any penalties arising from lateness, errors, wrong estimates or for any other reason are payable by your organisation as the taxpayer.

FEES

Our fees (including the appropriate amount of GST) will be billed as work progresses and are based on the time required by the individuals assigned to the engagement plus direct out-of-pocket expenses. We may be able to provide a fixed fee estimate depending on the type of job and predictability of the circumstances, in which case fees are based on the completed estimate for the scope of the work defined in our estimate.

Our fees are payable on completion of the job, which may be either presented in person, mailed or emailed to you, and are payable prior to our electronic lodgement of your tax return with the Australian Taxation Office. We do not lodge returns until your account has been paid in full.

Where you receive a tax refund, and you have not paid our account, you acknowledge and accept that your tax refund will be paid into our Accountants Trust account and we will deduct our fees as per our issued invoice from your tax refund. In this event we will remit you the balance by electronic funds transfer to your nominated account. This removes the need for you to bank a cheque and of waiting for it to clear.

Notwithstanding this, all fees are payable within fourteen (14) days of the account being rendered, and you acknowledge and agree that we have a general possessory lien on all books, records, documentation and tax refunds payable to you for any outstanding fees, and that we may not make electronic lodgement of tax returns until our account is paid in full.

Ascendia also uses Direct Debit to effect payment of outstanding fees. Your authorisation for this is included in this engagement. You can supply your bank details now or at any stage to allow us to use this method. This payment method reduces administration costs for you allowing you to simply verbally authorise a payment to us if we call you regarding an

outstanding account. We may agree to accept payment of our fees in regular instalments by direct debit. You can discuss this with our Administration Manager if you are interested in this.

If you have any queries about your direct debit agreement once established, or wish to change banking details, please direct your enquiries to the Ascendia Administration Manager in the first instance rather than your financial institution. This information should be provided to us at least 14 working days prior to the next scheduled payment drawing date. If drawing is due on a non-business day it will be debited to your account on the next or prior business day.

As a guide, hourly rates are currently as follows (exclusive of GST) and may change from time to time in accordance with costs and market conditions:

Senior Accountant / Client Adviser	Client Consultation & Review	\$235/hour
Senior Financial Planner	Client Consultation & Review	\$235/hour
Senior Accountant / Client Adviser	Accounting & Tax Work	\$189/hour
Para Planner (Wealth Management)	Financial & Investment Advice Documents	\$165/hour
Client Service Manager (Wealth Management)	Client Administration & Service	\$90/hour
Client Administration (Accounting)	General Administration & Service	\$90/hour

SEVERABILITY

We agree that each of the promises and undertakings given in this letter of engagement are independent from one another and severable. This engagement will remain in force until notified in writing by either party.

OFFICE CONTACTS

Two of our senior accountants will be assigned to your account and will be responsible for assisting you on a day to day basis.

CONFIDENTIALITY

For the continued confidentiality of your affairs we require that you advise us in writing (an email is sufficient) when you authorise the release of information to a third party, including family members, other advisers or employees.

GENERAL

Please don't hesitate to call us if you have any queries regarding this engagement. Please acknowledge your understanding and acceptance of the engagement by signing where indicated below before returning the enclosed original.

Thank you for providing Ascendia with this business opportunity. We look forward to providing you strong support and excellent value.

AUTHORISATION:**Ascendia Engagement**

Bank / Credit Card - Direct Debit Details: We agree that our account / credit card will be debited periodically as agreed or 30 days after invoice in relation to any outstanding invoices as per our agreement.

I/We request you to arrange for funds to be debited from my/our nominated account at the financial institution as agreed in accordance with our terms outlined above.

Financial Institution: Branch:

Account Name: BSB:

Account No:

I request you to arrange for funds to be debited from my nominated credit card in accordance with our terms outlined above.

Credit Card Number: Cardholder Name:

Expiry Date:

Ascendia Engagement Declaration:

I certify that I agree to engage Ascendia as outlined in the covering engagement letter to this authorisation and that I am authorised to agree to engage Ascendia on behalf of myself personally and the entities listed above on the first page of this letter. I have read and understood the engagement letter and agree to the scope of the engagement. Where a fixed fee quotation letter has been provided I agree to the fee amounts quoted. Where such letter has not been provided I agree to the hourly rates and the scope of engagement as outlined in the letter above. I agree that payment of invoices / outstanding accounts will be made by me in full on completion of the job (provided to me for my authorisation and prior to lodgement of tax returns / presentation of accounts or work to bankers or stakeholders). In the event of me choosing not to pay for a job on completion and being extended credit by Ascendia, I agree that I make an application for Credit on Ascendia terms (attached and published on www.ascendia.com.au). I authorise the use of my personal information as detailed in the Privacy Act clause. I have read and understand the terms and conditions of trade of Ascendia* which form part of, and are intended to be read in conjunction with this engagement and agree to be bound by these conditions. I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this agreement.

Authorisation:

Signature: Date:

Full Name:

Personally and as Director / Trustee / Attorneys Power / Authorised Signatory of Bank Account - as applicable.

Signature: Date:

Full Name:

Personally and as Director / Trustee / Attorneys Power / Authorised Signatory of Bank Account - as applicable.

If debiting from a joint account, both signatures are required.

Personal Details:

Full Name: Full Name:

Home Address: Home Address:

State: QLD Postcode: State: QLD Postcode:

Business Details:

Business Legal / Trading Name: /

Phone: Fax:

Mobile: Email:

Billing Address: Physical Address:

State: Postcode: ABN / ACN : /

Terms & Conditions of Trade & Direct Debit Service Agreement

Terms & Conditions of Trade:

1. Definitions

- 1.1. "Financial Planner/Accountant" shall mean Ascendia its successors and assigns or any person acting on behalf of and with the authority of Ascendia.
- 1.2. "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Financial Planner/Accountant to the Client.
- 1.3. "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4. "Services" shall mean all Services supplied by the Financial Planner/Accountant to the Client and includes any advice or recommendations.
- 1.5. "Price" shall mean the price payable for the Services as agreed between the Financial Planner/Accountant and the Client in accordance with clause 3 of this contract.

2. Acceptance

- 2.1. Any instructions received by the Financial Planner/Accountant from the Client for the supply of Services and/or the Client's acceptance of Services supplied by the Financial Planner/Accountant shall constitute acceptance of terms and conditions contained herein and at www.ascendia.com.au.
- 2.2. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3. Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Financial Planner/Accountant.
- 2.4. The Client shall give the Financial Planner/Accountant not less than thirty (30) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Financial Planner/Accountant as a result of the Client's failure to comply with this clause.
- 2.5. These terms and conditions of trade are meant to be read in conjunction with the Financial Planner/Accountant's "Financial Services Guide" (this is mandatory disclosure document) and the Financial Planner/Accountant's "Letter of Engagement" (where applicable) or "Service Agreement" (where applicable).

3. Price And Payment

- 3.1. At the Financial Planner/Accountant's sole discretion the Price shall be either
 - (a) as indicated on invoices provided by the Financial Planner/Accountant to the Client in respect of Services supplied; or
 - (b) the Financial Planner/Accountant's quoted Price as detailed in either the Financial Planner/Accountant's service agreement document or the Financial Planner/Accountant's letter of engagement (subject to clause 3.2) which shall be binding upon the Financial Planner/Accountant provided that the Client shall accept the Financial Planner/Accountant's quotation in writing within thirty (30) days.
- 3.2. The Financial Planner/Accountant reserves the right to change the Price in the event of a variation to the scope of works detailed in the Financial Planner/Accountant's original quotation.
- 3.3. At the Financial Planner/Accountant's sole discretion a deposit may be required.
- 3.4. At the Financial Planner/Accountant's sole discretion:
 - (a) payment shall be due on delivery of the Services; or
 - (b) payment shall be due before delivery of the Services; or
 - (c) payment for approved Clients shall be made by instalments in accordance with the Financial Planner/Accountant's payment schedule; or
 - (d) payment for approved Client's shall be due on seven (7) days following the end of the month in which a statement is posted to the Client's address or address for notices.
- 3.5. Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms, if no time is stated then payment shall be due seven (7) or (14) days following the date of the invoice at the Financial Planners/ Accountants sole discretion.
- 3.6. Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two (2%) of the Price), or by direct credit, or by deduction from at the Financial Planner/Accountant's sole discretion from the Client's ATO tax refund cheque proceeds after crediting to the Financial Planner/Accountant's Trust Account, or by any other method as agreed to between the Client and the Financial Planner/Accountant.
- 3.7. The Client acknowledges that payment may also be made to the Financial Planner/Accountant in the form of brokerage or commissions.
- 3.8. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Delivery Of Services

- 4.1. At the Financial Planner/Accountant's sole discretion delivery of the Services shall take place when:
 - (a) the Client takes possession of the Services at the Financial Planner/Accountant's address; or
 - (b) the Client takes possession of the Services at the Client's nominated address (in the event that the Services are delivered by the Financial Planner/Accountant or the Financial Planner/Accountant's nominated carrier).
- 4.2. Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement
- 4.3. The Financial Planner/Accountant may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.4. The failure of the Financial Planner/Accountant to deliver shall not entitle either party to treat this contract as repudiated.
- 4.5. The Financial Planner/Accountant shall not be liable for any loss or damage whatever due to failure by the Financial Planner/Accountant to deliver the Services (or any of them) promptly or at all.

5. Risk

- 5.1. If the Financial Planner/Accountant retains ownership of the Services nonetheless, all risk for the Services passes to the Client on delivery.
- 5.2. The Financial Planner/Accountant shall take every reasonable step to ensure the accuracy of information provided to the Client but shall accept no liability or claims for any loss or damage arising out of the Client's use of that information where the Client chooses to self implement any financial planning instead of using the expertise of the Financial Planner/Accountant to implement such planning on their behalf.
- 5.3. The Client acknowledges that it is their responsibility to ensure that documentation provided to the Client by the Financial Planner/Accountant is completed, signed and returned to the Financial Planner/Accountant within thirty (30) days of receipt. The Financial Planner/Accountant will accept no liability for deals, rates or opportunities missed due to the Client's failure to comply with this clause.

6. Title

- 6.1. The Financial Planner/Accountant and the Client agree that ownership of the Services shall not pass until:
 - (a) the Client has paid the Financial Planner/Accountant all amounts owing for the particular Services; and
 - (b) the Client has met all other obligations due by the Client to the Financial Planner/Accountant in respect of all contracts between the Financial Planner/Accountant and the Client

- 6.2. Receipt by the Financial Planner/Accountant of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Financial Planner/Accountant's ownership or rights in respect of the Services shall continue.
- 6.3. It is further agreed that:
 - (a) until such time as ownership of the Services shall pass from the Financial Planner/Accountant to the Client the Financial Planner/Accountant may give notice in writing to the Client to return the Services or any of them to the Financial Planner/Accountant. Upon such notice the rights of the Client to obtain ownership or any other interest in the Services shall cease.
 - (b) if the Client fails to return the Services to the Financial Planner/Accountant then the Financial Planner/Accountant or the Financial Planner/Accountant's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Services are situated and take possession of the Services.

7. Errors and Omissions

- 7.1. The Client shall inspect the Services on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Financial Planner/Accountant of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford the Financial Planner/Accountant an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage. For defective Services, which the Financial Planner/Accountant has agreed in writing that the Client is entitled to reject, the Financial Planner/Accountant's liability is limited to either (at the Financial Planner/Accountant's discretion) replacing the Services or rectifying the Services, except where the Client has acquired Services as a consumer within the meaning of the Trade Practices Act 1974 (C/With) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Services, or rectification of the Services, or replacement of the Services.

8. The Commonwealth Trade Practices Act 1 974 ("TPA") and Fair Trading Acts ("FTA")

- 8.1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

9. Intellectual Property

- 9.1. Where the Financial Planner/Accountant has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Financial Planner/Accountant, and shall only be used by the Client at the Financial Planner/Accountant's discretion.
- 9.2. The Client warrants that all designs or instructions to the Financial Planner/Accountant will not cause the Financial Planner/Accountant to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Financial Planner/Accountant against any action taken by a third party against the Financial Planner/Accountant in respect of any such infringement.

10. Default & Consequences of Default

- 10.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 10.2. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Financial Planner/Accountant from and against all costs and disbursements incurred by the Financial Planner/Accountant in pursuing the debt including legal costs on a solicitor and own client basis and the Financial Planner/Accountant's collection agency costs.
- 10.3. Without prejudice to any other remedies the Financial Planner/Accountant may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Financial Planner/Accountant may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. The Financial Planner/Accountant will not be liable to the Client for any loss or damage the Client suffers because the Financial Planner/Accountant has exercised its rights under this clause.
- 10.4. If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (1 0.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 10.5. Without prejudice to the Financial Planner/Accountant's other remedies at law the Financial Planner/Accountant shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Financial Planner/Accountant shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to the Financial Planner/Accountant becomes overdue, or in the Financial Planner/Accountant's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

11. Security And Charge

- 11.1. Despite anything to the contrary contained herein or any other rights which the Financial Planner/Accountant may have howsoever
 - (a) where the Client and/or the Guarantor (if any) is the owner of land, realty, personal or business records, Company / Trust / SMSF registers, ATO refund cheques made payable to the Client, or any other asset including those capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty, personal or business records or Company / Trust / SMSF registers, ATO refund cheques, or any other asset to the Financial Planner/Accountant or the Financial Planner/Accountant's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Financial Planner/Accountant (or the Financial Planner/Accountant's nominee) shall be entitled to lodge where appropriate a caveat, or take a lien or take possession of any such property mentioned in this section. Such a caveat, charge, lien or possession shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - (b) should the Financial Planner/Accountant elect to proceed in any manner in accordance with this clause and/or its subclauses, the Client and/or Guarantor shall indemnify the Financial Planner/Accountant from and against all the Financial Planner/Accountant's costs and disbursements including legal costs on a solicitor and own client basis.
 - (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Financial Planner/Accountant or the Financial Planner/Accountant's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 11.1.

12. Cancellation

- 12.1. The Financial Planner/Accountant may cancel any contract to which these terms and conditions

apply or cancel delivery of Services at any time before the Services are delivered by giving written notice to the Client. On giving such notice the Financial Planner/Accountant shall repay to the Client any sums paid in respect of the Price. The Financial Planner/Accountant shall not be liable for any loss or damage whatever arising from such cancellation.

- 12.2. In the event that the Client cancels delivery of Services the Client shall be liable for any loss incurred by the Financial Planner/Accountant (including, but not limited to, any loss of profits) up to the time of cancellation.
13. **Privacy Act 1988**
- 13.1. The Client and/or the Guarantor/s agree for the Financial Planner/Accountant to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Financial Planner/Accountant.
- 13.2. The Client and/or the Guarantor/s agree that the Financial Planner/Accountant may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the credit worthiness of Client and/or Guarantor/s.
- 13.3. The Client consents to the Financial Planner/Accountant being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 13.4. The Client agrees that personal credit information provided may be used and retained by the Financial Planner for the following purposes and for other purposes as shall be agreed between the Client and Financial Planner/Accountant or required by law from time to time:
- (a) provision of Services; and/or
 - (b) marketing of Services by the Financial Planner/Accountant, its agents or distributors in relation to the Services; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 13.5. The Financial Planner/Accountant may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

14. **General**

- 14.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.2. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 14.3. The Financial Planner/Accountant shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Financial Planner/Accountant of these terms and conditions.
- 14.4. In the event of any breach of this contract by the Financial Planner/Accountant the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Services.
- 14.5. The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Financial Planner/Accountant.
- 14.6. The Financial Planner/Accountant may license or sub-contract all or any part of its rights and obligations without the Client's consent
- 14.7. The Financial Planner/Accountant reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Financial Planner/Accountant notifies the Client of such change.
- 14.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 14.9. The failure by the Financial Planner/Accountant to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Financial Planner/Accountant's right to subsequently enforce that provision.

Client Direct Debit Service:

15.1 **Our commitment to you:**

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Ascendia and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

The first drawing under this Direct Debit arrangement will occur 30 days after the date of agreement in respect of Ascendia invoices issued before the date of this agreement. Subsequent drawings will be no earlier than 30 days after the issue of Ascendia invoices issued in respect of our service to you.

If any drawing falls due on a non-business day, it will be debited to your account on either the next business day following, or the previous business day preceding the scheduled drawing date.

We will give you at least 14 days notice in writing, to the address we have in our client database in respect of service to you, when changes to the initial terms of the arrangement are made. This notice will change to the initial terms such as the wait period after invoicing (currently 14 days) or the frequency of payment where it is on a regular basis (currently monthly where this is used), or the date on which the debit is made.

If you wish to discuss any changes to the initial terms, contact our administration centre on 07 5448 0566 and ask to speak to the administration manager.

15.2 **Initial Terms of the Direct Debit Arrangement: Outstanding Invoices:**

We undertake to debit your nominated account and / or credit card periodically in respect of Ascendia invoices issued in respect of our service to you that were issued prior to this agreement, no earlier than 30 days after the date of this agreement.

15.3 **Default Drawing Arrangements 30 Days After invoice:**

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to debit your nominated account and / or credit card periodically in respect of Ascendia invoices issued in respect of our service to you, no earlier than 30 days after the date of issue to you of Ascendia invoices - in payment of such Ascendia invoices. This arrangement is the default arrangement for all our services unless alternative periodic (monthly or other agreed time) debit arrangements are agreed in writing.

15.4 **Agreed Periodic Drawing Arrangements**

We undertake to debit your nominated account and / or credit card periodically in respect of Ascendia invoices issued in respect of our service to you that you have agreed are to be paid on a monthly periodic basis: no earlier than 30 days after the date of this agreement. Invoices may be issued in respect of services for which payment is direct debited monthly on an as agreed in writing basis and may be annually, quarterly or monthly in arrears of payment for your records.

15.5 **Your Rights:**

Changes to the arrangement:

If you want to make changes to the drawing arrangements, contact our administration centre on 07 5448 0566 and ask to speak to the administration manager.

These changes may include: deferring the drawing; or altering the schedule; or stopping an individual debit; or suspending the DDR; or cancelling the DDR completely.

Enquiries:

Direct all enquiries to us, rather than to your financial institution, and these should be made at least 14 working days prior to the next scheduled drawing date. All communication addressed to us should include your Client reference number.

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account.

Disputes:

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting our administration centre on 07 5448 0566 and asking to speak to the administration manager.

If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim: within 5 business days (for claims lodged within 12 months of the disputed drawing); or within 30 business days (for claims lodged more than 12 months after the disputed drawing). You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing. *Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.*

Your commitment to us:

It is your responsibility to ensure that your nominated account can accept direct debits (your financial institution can confirm this); and that on the drawing date there is sufficient cleared funds in the nominated account; and that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonored by your financial institution, we can reissue the direct debit until we choose to contact you for alternative payment method. We normally do this after 3 attempts. If after 3 attempts we are unable to obtain the funds from your nominated bank account you agree that we are able to attempt debit from your credit card instead. We are able to continue these attempts until we choose to contact you to make alternative arrangements for payment. Any transaction fees payable by us in respect of the above will be added to your account in accordance with this agreement at our discretion.

***Ascendia = Ascendia Accounting Pty Ltd ABN: 94 123 735 393, Ascendia Pty Ltd ABN: 88 122 360 721, Ascendia Consulting Pty Ltd ABN 44 116 997 632 as applicable.**

