



Warren Smith
WS Tax Accountants
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Collingwood, Victoria, 3066

Dear Sir / Madam,

RE: TERMS OF ENGAGEMENT

This letter is to confirm the terms of our engagement and the nature and limitations of the services that we provide. Would you kindly review the terms our terms and let us know any questions you have, along with any clarifications and/or amendments required.

Purpose, Scope and Output of the Engagement

This firm, WS Tax Advisory Pty Ltd T/As WS Tax Accountants (“WSTA Group”), licences the use of the tax agent licence from its director, Warren Smith (Tax Agent 26228092) and trades as a standalone legal company and takes on all legal responsibility as a result of the services that it provides. WSTA Group will provide the preparation of tax services which 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. 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.

The income tax return(s) (if applicable) and any other such professional work will be prepared solely for you, and it won’t be prepared for any other existing or potential stakeholders (with exception to providing proof of adherence with the tax laws applicable). Should the Australian Taxation Office make enquiries in relation to your return, we will request your consent before releasing any information pertaining to their enquiries.

There is no assumption of responsibility for any reliance on our report by any person or entity other than yourself and those parties indicated. The report shall not be inferred or used for any purpose other than for which it was specifically prepared. Accordingly, our report(s) are deemed to include a disclaimer to this effect.

Agree



Period of Engagement

This engagement will start on the date it's agreed to in writing. The first period for which we will be responsible is as agreed in writing.

We will not deal with earlier periods unless you specifically ask us to do so, and we agree in writing.

This engagement document will be effective for future years unless we issue an amended one to you, or you request any amendments. This engagement agreement documents our understanding of the nature and scope of the services we will provide for you.

Responsibilities

In conducting this engagement, information acquired by us during the engagement, including any information relating to your affairs whether it belongs to you or not or is provided by you or not, is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent.

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 the Chartered Accountants of Australia and New Zealand which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program.

We may collect personal information about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). The obligations may include notifying the relevant person to whom the personal information relates to who we are and how we propose to use their personal information. Where you have collected personal information, you confirm that you have collected the personal information in accordance with the Privacy Act, that you are entitled to provide this personal information to us and that we may use and disclose the personal information for the purpose/s we provide our services to you. We will handle personal information in accordance with the Privacy Act.

You are responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information.

Agree



You are required to arrange for reasonable access for us to the relevant individuals and documents and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to you is only an opinion based on our knowledge of your circumstances. You or your staff are responsible for maintaining and regularly balancing all books of accounts, and the maintenance of an adequate accounting and internal control system. You have obligations under self-assessment to keep full and proper records to facilitate the preparation of accurate returns. It is your responsibility to keep those records for five (5) years.

A taxpayer is responsible under self-assessment to keep full and proper records to facilitate the preparation of a correct return. Whilst the Commissioner of Taxation will accept claims made by a taxpayer in an income tax return and issue a notice of assessment, usually without adjustment, the return may be subject to later review. Under the taxation law such a review may take place within a period of up to four (4) years after tax becomes due and payable under the assessment.

Furthermore, where there is fraud or evasion there is no time limit on amending the assessment. Accordingly, you should check the return before it is signed to ensure that the information in the return is accurate.

Where the application of a taxation law to your circumstances is uncertain, you also have the right to request a private ruling which will set out the Commissioner's opinion about the way a taxation law applies, or would apply, to you in those circumstances. You must provide a description of all the facts (with supporting documentation) that are relevant to your scheme or circumstances in your private ruling application.

If you rely on a private ruling you have received, the Commissioner must administer the law in the way set out in the ruling, unless it is found to be incorrect and applying the law correctly would lead to a better outcome for you. Where you disagree with the decision in the private ruling you can lodge an objection against the ruling if it relates to income tax, fuel tax credit or fringe benefits tax. Your time limits in lodging an objection will depend on whether you are issued an assessment for the matter (or period) covered by the private ruling.

Fees

We kindly ask that you review our indicative fee schedule page on our website [here](#). Should you be uncertain regarding the fees, we encourage you to seek clarification prior to accepting the terms within. For services including tax returns, financial statement preparation, BAS review, preparation and lodgement, and ASIC agency representation, the standard fee will generally apply. This is subject to certain exceptions, like those listed for individual returns on our website. As fees can change from time-to-time, the fee schedule you're agreeing to has been attached herewith at annexure A.

Agree



The standard fees encompass a reasonable amount of communication and discussion related to the preparation of the aforementioned documents, as well as some basic correspondence with the ATO as needed. However, should there be a need for more extensive or prolonged engagement, additional fees may be incurred. In fulfilling our engagement, any items that necessitate work beyond what is typically considered standard will likely result in extra charges. Moreover, should we encounter complexities or tasks that demand significantly more time than usual during our engagement, it is probable that additional fees will be added to your account, unless such issues arise due to our own inefficiencies. This includes cases where the information was provided in an inefficient manner, or the task was unusually complex for the type of engagement. We always strive to notify you of any potential for additional time costs before they are incurred. However, the unpredictable nature of our profession and the innumerable variables we encounter make this difficult and at times, impractical.

It's within our discretion and we reserve the right to define what constitutes work beyond the standard parameters of our engagement and what might lead to additional fees. We place a high value on transparency, as our goal is to deliver the level of value our clients expect, in both a professional and fiscal context. Therefore, we urge you to thoroughly inquire about our fee structure before accepting the terms of our engagement. Your signature on this engagement letter signifies your agreement to all its stipulations. However, should you find the fees to be unjustified, excessive, or unexpectedly high, we strongly encourage you to discuss this with us. Our primary objective is to align with our clients' expectations in all aspects of our service, and we are keenly aware of the sensitivities surrounding financial issues. We welcome your questions and concerns at any time.

Payment Terms

Payment will be required within 14 days upon the completion of the work, as outlined within the terms herein. We realise at times there are outside circumstances that may prevent payment within 14 days. In such circumstances, we kindly ask that you email jenny@wsta.com.au within the 14 days to discuss alternate payment arrangements. Please note that it's company policy that further work is not performed until all outstanding accounts are paid in full.

Limitation of Liability

Our liability is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website: psc.gov.au

Agree



Ownership of Documents

All original documents obtained from you arising from the engagement shall remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.

Our engagement will likely result in the production of an income tax return, a business activity statement, or other such formal statement to be lodged with the Australian Taxation Office.

Ownership of these documents will vest in you. Internal workings, documents, worksheets, calculations, notes, or other such documents remain the property of WSTA Group, unless otherwise shared with you. In such circumstances, ownership is only bestowed to you if it is agreed to in writing that we provide you with the permission to share the document with external parties and store the document for future reference. All other documents produced by us in respect of this engagement will remain the property of the firm, subject to any statutory obligations. We are required to retain various documentation and workings to support what our company has lodged in the event of a review of your lodgements by the Australian Taxation Office, or a review by The Institute of The Chartered Accountants of Australia and New Zealand to ensure adherence with the professional body's membership standards.

Document Storage and Security

Your information shared with WSTA Group will be stored with third parties who may store information outside of Australia. The Privacy Act requires that data be stored in Australia or in a country where the laws are substantially like Australia's privacy laws. By agreeing this letter and accepting these services you acknowledge and agree that your personal information may be stored overseas.

WSTA Group uses the following software and service providers to store your data – Xero, Microsoft, and Nord. Xero and Microsoft are hosted in Australia, but Nord's storage centres are located outside of Australia in Germany. Furthermore, while we don't use Google to store data, such as Google Drive, we do use the Google Chrome browser which collects information. We've reviewed Google's data collection and have restricted it as much as possible, but in the event, anything is stored then it will be stored at the locations listed at the link below.

<https://www.google.com/about/datacenters/locations/>

Agree



Data Centre Locations

As mentioned above, we **do not** use Google to store our data and instead, we use Nord Locker for our data retention needs. A Nord locker is an encrypted folder where it contains your files as well as the configuration data. No one except us can access the files we put in a Locker. Rather than leaving your files accessible to anyone who uses our computers, or to anyone who can gain access to our Google account (which isn't overly secure), we instead store them securely in encrypted Lockers. Only we can decrypt them using our NordLocker keys. That is, NordLocker protects your files by using the most advanced cryptography ciphers: Argon2, AES256, ECC (with XChaCha20, EdDSA, and Poly1305), and others. Therefore, even if we lost our devices and someone tried to open it and managed to bypass the computer's password, then they'd need the NordLocker password, and the NordLocker secret key as well – it's akin to having three CrimSafe doors on every entrance to your home.

WSTA Group also uses the services of other online providers such as, but due to the ever-changing nature of technology, it is not limited to Zoom, Microsoft Teams, Google Hangouts, Google Meets and a range of other Google products, Loom, Zapier, Canvas, GoDaddy and Microsoft Outlook. There may be times where they share your data with external parties without our knowledge, so please don't hesitate to discuss this with us, should it be of concern. We would like to reiterate that we take the security of your data very seriously and do not share your data knowingly with any third parties, including those listed above, and excluding those listed specifically for our own data and record retention purposes. Your data is not sold to, given, or shared knowingly with any third parties.

WSTA Group provides flexible working arrangements for staff members and contractors, and as we're a culturally diverse team, there are times when the work is performed offshore while staff (including myself) and/or contractors are visiting friends or family. The services provided while offshore would be all services ordinarily provided by us onshore. It's also for this reason that we have very strict and tight security protocols, although it's becoming more and more difficult to keep your data secure in Australia, let alone while abroad.

Furthermore, there may be circumstances that warrant the use of a third-party adviser or contractor to assist in a special project, or to advise on a technical topic. In very rare situations, we may engage with a contractor to assist in general compliance work, should we require assistance in keeping up-to-date with our compliance benchmarks set by the ATO. We will do our utmost protect your information with them and only the necessary information will be shared to undertake the engagement we've entered on your behalf. We thoroughly vet all the aforementioned third parties we engage with as again, security is an important concern for us.

Agree



Data / Cyber Security

We take your data (and ours) and cyber security very seriously and have done everything in our power to ensure the data remains as safe as it can be.

Warren dedicates himself to cyber security after being the victim to identity fraud in the past, through absolutely no fault of my own. I continue to stay up-to-date with the latest security measures, along with getting up-to-date information on new security threats.

Furthermore, we've taken extensive measures to safeguard all your data, which includes, but not limited to the items listed on the following page. You will appreciate the level of security we've adopted is far more than other firms, and it will ensure your data is far more secure than firms that only allow their staff to work while they remain onshore. We've taken this conservative measure as we anticipated a continued rise of attacks on Australians and Australian businesses. As such, we want to ensure that we keep you and your data as safe as we can.

1. Regular backups of data.
2. Retaining an offline backup in a secured location.
3. Staff and contractors are not permitted to work in a public space.
4. We do not click on any links or attachments from emails we're not familiar with. If we are familiar with the alleged sender of the email, but we're still wary of its contents., we will contact the client or contact directly to confirm whether its legitimacy.
5. Devices are not to be left unattended while logged into our system.
- 6 Staff and contractors are not permitted to access any work materials while using a public Wi-Fi connection and instead, may only connect to our system while using a secure network at their usual or temporary residence.
7. Sensitive and private information will only be retained as necessary.
8. We enforce the use of strong passwords.
9. We enforce multi-factor authorisation on all applications possible.
10. We regularly change our passwords.
11. We promote the use of sharing sensitive information via our NordLocker, but we are also conscious of not creating an administrative burden for our clients. As such, we accept WhatsApp as a secondary measure as it's also encrypted. Failing the previous two methods, we will require it to be sent via SMS so that it's a step removed from your other information provided over email. - Think of it as another form of multi-factor authentication, a hacker may be able to get into one, but the chances of gaining access to the encrypted data is very, very slim.

Agree



Verification of Identification

In accordance with the Tax Practitioners Board (TPB) Practice Note TPB(PN) 5/2022, from the 31st of January 2022, all licensed tax practitioners are required to verify the identity of their clients. This requirement is part of the TPB's commitment to preventing and detecting money laundering and terrorism financing activities, in line with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act). Tax practitioners must ensure that clients provide sufficient proof of identity and address documentation before providing any tax agent services.

<https://www.tpb.gov.au/tpb-practice-note-tpbpn-52022-proof-identity-requirements-client-verification>

To comply with these requirements, new clients must provide at least one primary identification document, such as a driver's licence or passport, along with at least one secondary identification document, such as a utility bill, (water, gas or electricity), a notice from a government agency within the last 12 months, or a Medicare card. Both documents are required to be the original, or where it's a photocopy of the original, it needs to be certified. Tax practitioners are responsible for verifying these documents and ensuring that they are valid and current. Failure to comply with these requirements may result in penalties or sanctions by the TPB on the tax agent, and if the client has been found to be fraudulent, then they're subject to criminal charges.

We understand that these requirements may seem cumbersome and over-the-top, but they are essential for all licensed tax agents, as required by law, by the TPB. . Your cooperation in providing the necessary documentation is greatly appreciated and ensures that we can continue to provide you with our professional tax agent services in compliance with the law.

Before we can commence any work or add you to our tax agent licence with the ATO, we will create a unique NordLocker folder and we will send this to you, along with your security key to access the folder. You can then proceed to add the documents within the encrypted and secure locker (see the top of page 6 for further information) and once sighted, we will promptly remove your documents.

Confirmation of Terms

This document confirms your acceptance of our services and the engagement terms outlined above. You acknowledge that some of our services may be performed offshore, as also outlined above. This agreement will remain in effect unless either party requests amendments, wishes to replace it entirely, or decides to terminate the engagement.

Agree



If you agree to our terms of engagement outlined herein, please confirm by signing below. This agreement will remain effective for future years unless we notify you of any changes.

We thank you for providing WSTA Group with this business opportunity, and we look forward to working with you for many further engagements in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Smith", written over a horizontal line.

WSTA Group
Principal
Warren Smith

Your name

You signature

Dated:

Annexure A

PERSONAL TAXES

SALARY EARNERS

The more basic scenarios for the taxpayers on a wage with little additional complexities

Personal income tax returns - basic

\$195.00

The fee covers more basic scenarios, such as employees with work deductions, along with the following (just as examples):

- Basic dividends and ETFs / managed funds.
- "Basic" international investments.
- Australian ESS with no sales.
- Crypto where a CSV file is provided for all wallets from inception to-date.

Items that may attract additional fees are items such as:

- Determining tax residency.
- Capital Gains in excess of a handful of sales, or where it is more difficult (manual) and/or timely to calculate, such as splitting cost bases amongst different sale parcels.
- Foreign ESS.
- Foreign asset sales.
- More difficult crypto situations.
- Forward planning, whether tax or otherwise.

Please don't hesitate to contact us in advance for a quote if you're unsure, as we try to be as transparent as possible.

Add: logbook method - motor vehicle schedule

\$70.00

As above, this includes the logbook method only. This is because it includes additional time to calculate depreciate and include all underlying expenses. It often includes the interest on a finance schedule too.

Add: foreign investment schedule

Quote

This will depend on the level of foreign investments. Foreign investments require more work and time as it involves tying up different tax years, reviewing the double tax treaty (if one exists), investment reports in different formats with different terminology, allowing for the foreign taxes paid that satisfy as a credit in Australia etc.

Add: CGT schedule - complex

Quote

This will depend on how the information is provided, as a managed fund annual report won't attract additional fees, despite potentially having many sales. Conversely, half a dozen sales may where the parcels sold represent mixed purchases, or vice versa. Similarly, if there's historical corporate actions (i.e. demerger/merger, takeover), then it may attract additional fees as it can take time to work through.

RENTAL / INVESTMENT PROPERTIES

Rental properties (single person)	\$120.00 (per property)	Rental properties (couple)	\$75.00 (each)
A basic personal return with an existing rental property. New rental properties attract a slightly higher fee, as do international rental properties. I can provide a quote on enquiry.		This is to cover the additional time where you jointly hold an investment property with another client of ours.	
Foreign rental property	\$180.00 (per property)	A new rental property, or a new or existing Airbnb property	\$165.00 (per property)
The costs for a foreign rental property is higher as result of the foreign jurisdiction having different financial years to Australia, a difference currency which leads to the exchange into AUD, accounting for any foreign taxes paid, which often requires a review of the foreign return and the tax treaty etc.		New rental properties take a longer period of time as a result of reviewing all purchase costs and their relevant treatment, and the apportionment of expenditure between periods etc.	
		Airbnb properties usually require a considerable larger amount of time due to being furnished, the on/off rental nature of them, along with many purchases for consumables, cleaning, entertainment, furniture etc.	

SOLE TRADERS

Personal ABN holders

Sole trader return	\$190.00 (extra)	Micro / Side business	\$110.00 (in addition to your personal return fee)
This covers most businesses operating through a personal ABN, where it's the taxpayer's sole or main source of income. There are more rare occasions where the business is very involved and the fee would need to be increased. I'm happy to clarify on enquiry.		This is a micro business that's in its growth or start-up phase and would include selling items on Shopify or the like, a business with somewhat limited transactions and involvement that is usually ran online outside of usual work hours.	

TRUSTS & COMPANIES

FOR BUSINESSES

Annual financial statements & tax return

Basic This is usually a sole wage earning business.	\$1,330.00	Medium This is a small business with multiple employees and a higher volume of transactions.	\$1,790.00
Large This is for a business with more than a handful of employees, but due to the varying complexities, a quote can be provided on enquiry.	Quote on enquiry		

NON-BUSINESS ENTITIES

Investment trusts, SMSF etc.

Investment trust / company (small) This is the fee for a small investment trust or company, I can quote for a larger one.	\$1,250.00	Investment trust / company (medium / large) This is for an investment vehicle that isn't 'small' and I'll need to quote as they come in all different shapes and sizes.	Quote on enquiry
Self-managed superannuation fund (basic) This includes all accounting and tax for an SMSF, but it excludes the mandatory annual audit fee which is usually around \$440. All work is performed onshore, both the accounting and the audit. If the SMSF is a larger fund then I can provide a quote upon review.	\$1,790.00	Deceased etates Due to the varying nature of estates, I can review the estate's position and provide a quote in advance.	Quote on enquiry

BUSINESS ACTIVITY STATEMENTS

QUARTERLY

Basic / Micro

\$175.00 (per
quarter)

Small

\$220.00 (per
quarter)

Excel / Minimal reconciliations. This does include GST, PAYG Withholding and income tax instalments, but more of a smaller / micro level.

A small business which usually has an online bookkeeping file - reconciliation of GST liability, PAYG withholding, review of other items such as super, wages and PAYG tax instalments and tax provisioning etc.

Medium / Large

\$265.00 (per
quarter)

The same service is provided as with the small business, but there's usually more transactions to reconcile, hence a larger fee.

MONTHLY

Small

\$165.00 (per
month)

Medium / Large

\$190.00 (per
month)

Instalment Activity Statements

\$99.00 (per
month)

This includes the monthly reporting of wages only, along with the submission of STP. It doesn't include any superannuation payments.

NEW ENTITIES

ESTABLISHMENT COSTS

The cost to establish a new company, trust or other.

Trust - Discretionary (Family) / Unit Trusts (with Individual Trustees)	\$1,275.00	Trust - Discretionary / Unit Trusts (with a Corporate Trustee)	\$1,980.00
This includes a fee paid to our associated solicitors to establish the trust and create a new trust deed.		This is a little higher as a result of the requirement for both a trust and a company.	
Company	\$1,440.00	Self-Managed Superannuation Fund (Individual Trustee)	\$1,475.00
This includes the fee paid to our associate solicitor, along with a fee paid to ASIC to incorporate.		This includes a fee paid to our associated solicitor to establish the fund's deed, along with other required documentation.	
Self-Managed Superannuation Fund (with a Corporate Trustee)	\$2,160.00	Self-Managed Superannuation Fund - To purchase property with finance	\$3,980.00
This is a little higher as a result of the additional company required.		This is more complex and requires two companies, one trust, one SMSF (trust), and guidance throughout the entire timeline to ensure we adhere to the SIS Act.	

ADVICE & CONSULTANCY

For all miscellaneous items that arise

Consultancy & out-of-scope items	\$295.00 per hour	Prospective property purchase	\$295.00
This is my standard hourly rate for all ad hoc items, although there are separate rates for meetings - both video and phone calls, see the appointment page.		This includes the calculations for the associated annual tax saving / payable on the estimated rental profit / loss, the cash flow calculations to hold the property, along with an estimated amount to pay on its eventual sale.	
CGT - property sale	\$250.00		
This is for the sale of an existing property and all estimated taxes payable upon sale.			