

ACCOUNTING & TAXATION TERMS OF ENGAGEMENT

As part of our ongoing commitment to Accounting and Ethical Professional Standards it is mandatory for us under APES 305 to communicate the terms of engagement with you. Therefore, this document confirms our understanding of the terms of engagement and the nature and limitation of the services that we provide.

Purpose, Scope and Output of the Engagement

TBM Accountants Pty Ltd will provide accounting and taxation services which will be conducted in accordance with the relevant professional and ethical standards issued by the Accounting Professional & Ethical Standards Board (APESB). The extent of our procedures will be limited exclusively for this purpose. As a result, no audit or review will be performed and accordingly, no assurance will be expressed unless otherwise engaged. 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.

Copies of any reports or returns prepared by us will be distributed to the relevant specific organisation or party for the purpose specified in the report or as agreed. We disclaim any assumption of responsibility for any reliance on our professional services to any party other than as specified or agreed, and for the purpose for which it was prepared. Where appropriate, our report will contain a disclaimer to this effect.

Responsibilities

In conducting this engagement, information acquired by us in the course of the engagement 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 consent.

We wish to advise that our firm's system of quality control 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 program of the Institute of Chartered Accountants in Australia 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. Should this occur, we will advise you.

You are required to arrange for reasonable access by us to relevant individuals and documents. The responsibility for the accuracy and completeness of the particulars and information provided by you rests with you. As part of our engagement we may be required to give advice on various tax, accounting and other related issues. Any advice given to you is only an opinion based on our knowledge of your particular circumstances.

Fees

The fee arrangements are based on the expected amount of time and the level of staff required to complete the services as requested.

As at 1 July 2010 our charge rates are as follows (excluding GST):

Director	\$350
Manager	\$200 - \$235
Senior Accountant	\$150 - \$190
Accountants	\$110 - \$135
Secretarial / Administration	\$130

We review our charge rates on 1 July each year. Fees are payable within 7 days of the invoice date and prior to lodgement of returns. We may charge interest on overdue invoices. Alternatively we reserve the right to request fees to be paid in advance if payment has been late or for special services. We will let you know if advance payment is required.

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: <http://www.professionalstandardscouncil.gov.au>

Ownership of Documents

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

Our engagement may result in the production of tax returns and financial statements in either hard copy or electronic format. Ownership of these documents will vest in you. All other document produced by us in respect to this engagement will remain the property of the firm.

We supply a client copy of all documents prepared. Copies are also available on our website via Secure Client log in. Should further paper copies be requested, they may be charged for.

The firm has a policy of exploring legal right over any client documents in our possession in the event of dispute. The firm has also established dispute resolution processes.

Confirmation of Terms

Acceptance of our services in conjunction with this document indicates that you understand and accept the arrangements. This information will be effective for future engagements unless we advise you of any change.