

We Booyesen Business Services Group (Pty) Ltd t/a Booyesen Accountants & Innovative Cloud Corporation (Pty) Ltd t/a Booyesen Accountants (the 'service provider') would be pleased to accept your instruction. *(for services as per approved quote/s & issued tax invoice/s)*

This letter sets out the terms and agreement upon which we will provide the services set out hereunder and the limitations of such services.

Terms & Conditions of Our Services

1. Payment Terms

- All quotes/invoices are payable in advance. No work will commence without full payment unless otherwise agreed upon in writing.
- Any additional services/items will be quoted separately and will not commence without client approval via online instruction, email, or WhatsApp.

2. Scope of Engagement

- Our engagement is limited to the items invoiced/quoted. Any services/items not included (including those specifically mentioned as excluded) will be regarded as additional and will not form part of the original engagement/quotation/services invoiced.
- Should the scope of work change as per the invoice/quote, our fees will be subject to review at that time.
- All engagements are conducted in accordance with the International Standards on Related Services (ISRS). We do not provide audited assurances, nor do we conduct fraud investigations or review services as defined by the Companies Act, 2008 (Act No. 71 of 2008), the Close Corporations Act, 1984 (Act No. 69 of 1984), or the Prevention and Combating of Corrupt Activities Act, 2004 (PRECCA).

3. Cloud Subscriptions

- For Xero subscription services: Hubdoc is included in Xero Starter, Standard, and Premium plans as long as it's connected to your Xero subscription. Your use of the Xero services is subject to the Xero Terms of Use, and your use of the Hubdoc services is subject to the Hubdoc Terms of Use.
- For Sage accounting and payroll services: Your use of the Sage cloud subscription services is subject to the Sage Terms of Use.
- All cloud subscription services are based on a month-to-month basis and can be cancelled with a 30-day notice period (in writing via email).
- As a registered advisor or installer for Xero and Sage, we provide implementation, setup, and advisory services for these platforms. Our role, where agreed, includes

assisting with the installation, configuration, and optimization of Xero and Sage software to meet your business needs.

- We do not provide technical support or maintenance services for Xero and Sage software beyond the initial setup and advisory services. For ongoing support, clients should refer to Xero and Sage's official support channels.

4. Fee Adjustments

- Our fees are subject to an annual increase.
- All cloud subscription service fees are subject to increase at any time, depending on the supplier.

5. Service Suspension

- Any relevant cloud subscription services, including accounting, bookkeeping, taxation, or payroll-related services, will be suspended if your account is not settled as per the payment terms stated on your invoice/statement/engagement letter.
- We reserve the right to withhold any and all related data in our possession until our account is settled in full, as per the agreed terms.

6. Service Timelines

- All SARS/CIPC related registrations/services can take up to 120 working days to finalize, depending on the specific process and circumstances at SARS/CIPC. We will not be held liable for any delays caused by factors beyond our control.
- Any ad hoc related projects, such as the compilation of annual financial statements or any other service considered to be based on an ad hoc basis, can take up to 60 working days to finalize, depending on the specific circumstances and availability of relevant information requested from the client.
- All relevant retainer-based services will be attended to as per the agreed timelines, which are aligned with the official due dates determined by the relevant authorities. These timelines can only be met if we are in possession of all necessary data and information required to perform our duties. It is the client's responsibility to ensure that all requested information and documentation are provided to us in a timely manner. We are not responsible for reminding clients of outstanding submissions due to any relevant authority or for repeatedly requesting outstanding information or data. As a courtesy, we will provide one follow-up reminder as part of our value-added service to all clients.

7. Interest and Debt Collection

- Interest at 2.5% per month will be charged on all accounts not settled within the payment terms.
- Accounts outstanding for 45 days will be handed over for debt collection.

8. Client Responsibilities

- The client ensures and accepts full responsibility that the information/documentation provided to us is a true, fair, and accurate reflection of their tax and financial position.
- The client is responsible for complying with the Income Tax Act, 1962 (Act No. 58 of 1962), submitting relevant tax returns, and settling any taxes due to SARS.
- The client is responsible for complying with the Tax Administration Act, 2011 (Act No. 28 of 2011).
- The client is responsible for complying with the Companies Act, 2008 (Act No. 71 of 2008).
- The client is responsible for ensuring overall compliance in accordance with relevant regulations and other legislative requirements as determined by the relevant authorities, including changes and updates to these regulations and legislative requirements.

9. Professional Standards and Compliance

- As a professional registered practice, we adhere to the SAIPA Code of Ethics and relevant legislation, ensuring the highest standards of professionalism and integrity in all our services.
- Our services are conducted in accordance with the Companies Act, 2008 (Act No. 71 of 2008), the Close Corporations Act, 1984 (Act No. 69 of 1984), the Income Tax Act, 1962 (Act No. 58 of 1962), the International Standards on Related Services (ISRS), the International Financial Reporting Standards (IFRS) and IFRS for SMEs, and the SAIPA Code of Ethics. While we do not provide audit assurances or conduct fraud investigations, if we become aware of any fraudulent activities, we are obligated to report these to the relevant authorities.

10. Confidentiality

- We are committed to maintaining the confidentiality of all client information in accordance with the Protection of Personal Information Act, 2013 (POPIA). All data and documents provided by the client will be handled with the utmost care and will not be disclosed to third parties without the client's explicit consent, except as required by law.

11. Limitation of Liability

- Our liability for any claims arising from our services is limited to the amount of fees paid by the client for those services. We will not be liable for any indirect, incidental, or consequential damages.

12. Dispute Resolution

- Any disputes arising from these terms and conditions, or our services will be resolved through mediation or arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).

13. Governing Law

- These terms and conditions are governed by and construed in accordance with the laws of the Republic of South Africa.

14. Acceptance

- By accepting and paying our quotation/invoice, the individual, representative, director, trustee, shareholder acknowledges and agrees to the terms and conditions outlined in this engagement letter.

DJ Booyesen - Executive Director

Company Name - Innovative Cloud Corporation (Pty) Ltd | Registration No: 2024/593269/07 | Tax no: 9236502275