

DONNA CHEN SUPERANNUATION FUND

Start July 1, 2022

Minimum Length 12 months



Trident Financial Group

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Introduction

 **Jenny Wang**

Hi Donna,

Hope all is well.

Please kindly see attached engagement letter for DONNA CHEN SUPERANNUATION FUND.

Should you have any questions, please do not hesitate to contact me.

Cheers

Jenny Wang

Services

2023 CORE ACCOUNTING PACKAGE (SMSF)

Annual Self Managed Superannuation Fund Financial Report and Tax Return

Processing bank reconciliation in BGL 360 software.

Preparation of the Financial Reports ie Balance Sheet and Profit and Loss Account for including notes to accounts and Trustees Declaration.

Preparation of the Superfund Income Tax Return and attending to subsequent lodgement and assessment thereon.

PLEASE NOTE: Payments should be made from your Self Managed Superannuation Fund Bank Account Only.

Audit

Process annual 3rd party audit of Superannuation Fund

Pricing

2023 CORE ACCOUNTING PACKAGE (SMSF)

Billed on completion	\$3,000.00 ex \$300.00 GST
✓ Annual Self Managed Superannuation Fund Financial Report and Tax Return	\$3,000.00
✓ Audit	Included

Minimum price [?](#)

\$3,000.00

Calculated until: Jun 30, 2023

Ex \$300.00 GST

Totals exclude prices charged per unit and use the minimum values of price ranges.

General Terms and Conditions

Trident Financial Group Pty Ltd
ABN 13 796 469 638
Level 1, 268 Canterbury Road
SURREY HILLS VIC 3127
t: (03) 9899 4036
e: contact.tfg@tridentfinancial.com.au

DONNA CHEN SUPERANNUATION FUND
49 Coastal Prom
POINT COOK, VIC, 3030
Australia

Dear ,

RE: Professional Services Engagement Letter – **Trident Financial Group** and **DONNA CHEN SUPERANNUATION FUND**

Before commencing your annual work we wish to confirm our engagement agreement with you.

This letter sets out the terms of our engagement for the provision of ongoing compliance and consulting services to you and associated entities.

"Client" or **"you"** means the entity, acquiring goods or services from us in the Engagement Letter.

"Engagement Letter" means this document including the Terms and Conditions, schedules and annexures set out herein.

"Services" means the scope of the services specified in the Proposal, Engagement Letter, or as varied in accordance with these Terms and Conditions.

Purpose, Scope and Output of the Engagement

Trident Financial Group will provide professional services at your request. We will provide the Services to you in accordance with the relevant professional and ethical standards. The details of the services provided in this agreement are detailed herein.

Basis of Service

Our services and their delivery rely on the information provided to us being timely, accurate and complete.

We will not audit or verify the information, although we may ask for clarification. Our work in connection with the returns does not include any procedures designed to discover errors or other irregularities in the information provided to us, should any exist. As no audit or prudential review will be undertaken as part of this engagement, no assurance is expressed, nor can the engagement be relied upon to disclose defalcations or other irregularities. While our engagement does not include the audit of your financial statements or income tax returns, we are required by the Tax Agents Services Act 2009 to satisfy ourselves as to the reasonableness of the information and claims being made in the income tax returns.

To lodge the returns with the ATO by their due dates, we will require your assistance in ensuring that relevant information is available in a timely manner. If relevant information is not to hand in the agreed time, the returns may not be lodged by their due date. If this occurs, you may be subject to penalties.

The ultimate responsibility for the correctness of a return rests with the taxpayer signing the return.

We will issue you with a Compilation Report when we have completed our engagement. We will also communicate to you any significant matters arising from the engagement on a timely basis. We bring to your attention that professional accounting standard APES 315 (Compilation of Financial Information) requires that we obtain an acknowledgement from clients about the reliability of client records. To satisfy this requirement, you acknowledge that you are responsible for the reliability, accuracy and completeness of your accounting records and disclosure to us of all material and relevant information. If the scope does not meet your requirements or you would like to discuss the scope with us further, please let us know

We consider that we have the necessary expertise to perform the services covered by our engagement. However, any changes to the scope of our engagement may require us to reconsider the terms of our engagement and/or make new arrangements with you

If you wish to change the scope of our instructions, please feel free to contact me.

Unanticipated Services

Only the services which are listed in the attached schedules are included within the scope of our instructions. If there is additional work that you wish us to carry out which is not listed in the schedule, any additional work will be quoted to you before the commencement of said additional work. Once the scope of the additional work is agreed upon, we will issue an additional or updated letter of engagement via our online proposal system, and will ask you to sign the new agreement before we commence the new work.

Furthermore, DONNA CHEN SUPERANNUATION FUND will agree that if an unanticipated need arises (such as an audit, an amended tax return or a personal financial statement required as part of a loan agreement), this additional work will be performed only after arriving at a mutually agreed-upon price and a Change of Service Request is accepted with a digital signature.

Period of Engagement

This engagement starts on 1 July 2022 and is valid until it's ended by mutual agreement or superseded by a newer engagement. We will not deal with earlier periods unless you specifically ask us to do so and we agree. You or we may agree to vary or terminate this agreement at any time without penalty. Notice of variation or termination must be given in writing.

Service and Price Guarantee

Trident Financial Group will always stand behind the quality and professional nature of the services that we offer. If at any point you are not completely satisfied with the services we have performed, we encourage you to bring this to our attention immediately. We'd love the opportunity to correctly address your concerns and allow us a chance to win your trust back and prevent similar problems from happening in the future.

If you are still not satisfied with the outcome of our services, we will work towards a mutual agreement regarding the payment for services completed. As an example, we may agree to either forgive the related payment or accept a portion of the originally agreed price that reflects your level of satisfaction.

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

Ownership of documents

All original documents obtained from you arising from this engagement will 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 result in the production of Special Purpose Financial Reports, Business Activity Statements and Income Tax returns. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain our property.

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.

Your rights and obligations under the taxation laws

You have certain rights under the taxation laws, including the right to seek a private ruling from the Australian Taxation Office (ATO) or to appeal or object against a decision made by the Commissioner. As relevant, we will provide further information to you concerning your rights under the Australian taxation laws during the conduct of the engagement contemplated by this letter

You also have certain obligations under the Australian taxation laws, such as the obligation to keep proper records and the obligation to lodge returns by the due date

Our obligation to comply with the law

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. For example, we could not lodge an income tax return for you that we knew to be false in a material respect.

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 conflicts of interest. The effective operation of these arrangements depend, in part, on you complying with your obligation to disclose any potential conflicts of interest to us (see section 3 above).

Unless otherwise stated, this opinion is based on the Australian tax law in force and the practice of the Australian Taxation Office (the ATO) applicable as at the date of this letter.

Our advice and/or services will be based on Australian taxation law in force at the date of the provision of the advice and/or services. It is your responsibility to seek updated advice if you intend to rely on our advice at a later stage. We note that Australian taxation laws are often subject to frequent change and our advice will not be updated unless specifically requested by you at the time of the change in law or announced change in law.

Client Responsibilities and Warranties

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 to provide the Services; as allowed for by law; or with your express written consent.

The Client is responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. Clients are also responsible for providing us with such materials and relevant information in a timely manner so that we may provide our Services to you in a timely manner. Clients are required to arrange for reasonable access by us to relevant individuals and documents, and shall be responsible for both the completeness and accuracy of the information supplied to us. Any advice given to the Client is only an opinion which is based on our knowledge of the Client's particular circumstances and is informed by the information, materials account records and particulars provided to us by the Client.

You agree that we are entitled to rely on the accuracy and completeness of any information you provide us under this agreement and in order to provide our services to you. Trident Financial Group accepts no liability or responsibility for any loss, damage, claim or expense that you may suffer as a result of you providing us with inaccurate, incomplete, incorrect out of date or untimely accounting records, particulars or information, and you waive and release us from any and all such liability.

You agree to pay Trident Financial Group the Fees in accordance with the Billing Schedule set out in this agreement.

You warrant that you have not relied on any representations or warranties made by Trident Financial Group in respect of the Services which have not been expressly set out in this agreement.

ASIC Registered Agent

Where we are appointed your ASIC registered agent, services will be limited to preparation and lodgement of the company's annual statutory return and drafting of the required declaration of solvency minute. It will be your responsibility to maintain the corporate register and tend to other corporate responsibilities, including payment of the annual ASIC review invoice directly to ASIC, company minutes and company detail changes unless further written instruction is provided to us. These additional services attract additional fees.

Outsourced Services

We may involve third party contractors or outsourced service providers in providing various aspects of your accounting work. These services may include:

- Accounting file preparation and/ or Data entry into our accounting systems
- Auditing of accounts (including Self-Managed Super Funds)
- Hosting of data on cloud based servers

Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of outsourced services as described above. Where the outsourced service requires the disclosure of personal information to an overseas recipient, a consequence of your consent is that Trident Financial Group will be required to take reasonable steps to ensure that Australian Privacy Principles are complied with by the overseas recipients of the Personal Information.

Trident Financial Group has taken all available measures to ensure the security and privacy of your data is protected and follows the notifiable data breaches scheme as outlined in the Privacy Act 1988.

We use various cloud computing systems to provide our services, these cloud computing systems store files on remote servers operated by third parties, including the use of hosting providers in the United States of America and in Singapore. By agreeing to this engagement and accepting these services you acknowledge and agree that your personal information may be stored overseas.

Client Trust Account

We maintain a trust account for dealing with client monies on their behalf. We can only accept money into our trust account on your behalf if you have provided us with a written trust account authority letter which details the authority given to us in relation to that trust money.

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: <https://www.psc.gov.au/>.

Termination of this engagement

Subject to any statutory provisions that apply to the Services, and unless otherwise outlined in this Terms document, either party may terminate this engagement at any time by giving 28 days written notice to the other. Either party may terminate this engagement immediately if the other commits any material or persistent breach of its obligations under this agreement, in particular the Terms and Conditions set out in the Engagement Letter (which, in the case of a breach capable of remedy, has not been remedied within 7 days of discovery by the party in breach), or if the other becomes insolvent.

In addition, we may terminate this engagement on reasonable notice if any of the following circumstances occur:

- you fail to pay our accounts on time;
- You fail to provide us with requested information
- you fail to provide us with adequate instructions;
- your instructions involve acting contrary to the interests of another client;
- a conflict of interest has arisen or it is not appropriate for us to continue to act on your behalf;

- we are no longer be able to provide all or part of the Services to you because of applicable auditor independence rules or legislation without ceasing to be independent in relation to an audit client; or
- for any other reasonable and just cause.

In addition to our other rights, upon termination you will be required to pay our charges for work done, and for any expenses incurred up to the date of termination together with our reasonable costs and expenses incurred in connection with the early termination of this engagement.

Termination of this engagement is without prejudice to any rights that may have accrued before termination. The Terms and Conditions of this agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

Force majeure

Neither party will be liable to the other for any delay or failure to fulfil their obligations under this agreement if that delay and/or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts or regulations of any government or supranational authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes.

Electronic Communications

You agree that we will communicate with each other by electronic means such as e-mail, SMS etc. We and you each recognise that e-mail and the internet are inherently insecure and that emails and data can become corrupted, are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses. We and you each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and neither of you nor we will be responsible to the other on any basis for any loss or damage in any way arising from the use of electronic communication.

Billing & Fees

Our fees are set out in the agreement document which total \$3,300.00 including GST.

Services may be billed on a fixed rate or hourly billing rate, as indicated herein. Where we cannot provide a fixed rate quote, we will quote an hourly rate in cases of project work where it is difficult to define the scope of the service required. In the case where you have been quoted an estimate based on an hourly rate, Trident Financial Group will inform DONNA CHEN SUPERANNUATION FUND of the amount of time used before we issue the final bill and collect payment. Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable GST, and are due when rendered. Fees for additional services will be established separately.

We may receive referral fees or commissions on services provided to you including but not limited to Xero Ltd and other accounting software subscription discounts of up to 30%, AuditCover Australia Pty Ltd Commissions of up to 10% of premiums paid, Loan Market Mortgage Commission of up to 30% of upfront and trail commissions and financial planning referral fees of up to 20% of net fees charge. Providers of commissions and referral fees may change from time to time.

Invoicing and Payment

We will submit our bill(s) as indicated herein. If an extension of our services is requested, we will discuss our fee arrangements at that time. Plan implementation as well as plan monitoring and updating, if needed, are separate engagements. If you choose one of these additional services, a separate engagement letter will be provided. These services will be billed separately.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

Privacy Act

We may collect Personal Information about 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 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.

Confirmation of Terms

Please review and digitally sign this letter below to indicate that it is in accordance with your understanding of the arrangements. This letter will be effective for future years unless we advise you of any change.

Yours sincerely,



Jenny Wang

Trident Financial Group

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of DONNA CHEN SUPERANNUATION FUND I hereby agree to the terms of engagement dated of Trident Financial Group as set out above in this letter of engagement.

I, DONNA CHEN SUPERANNUATION FUND, of DONNA CHEN SUPERANNUATION FUND confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: DONNA CHEN SUPERANNUATION FUND

Date:

Agreement Summary

Sender	Trident Financial Group
Recipient	DONNA CHEN SUPERANNUATION FUND
Effective Start Date	July 1, 2022
Payment Authority	None
Payment Method	None
Document ID	prop_msh55w4afmaaafiajgoa
Status	Awaiting Acceptance
Minimum Price	\$3,000.00

Audit Trail

- ⊕ Proposal created by Serena Zhao (103.31.113.206) 19th June, 2023
- Proposal moved to awaiting acceptance by Serena Zhao (103.31.113.206) 19th June, 2023
- Proposal revoked by Serena Zhao (103.31.113.206) 19th June, 2023
- Proposal moved to awaiting acceptance by Serena Zhao (103.31.113.206) 19th June, 2023
- Proposal revoked by Serena Zhao (103.31.113.206) 19th June, 2023
- Proposal moved to awaiting acceptance by Serena Zhao (103.31.113.206) 22nd June, 2023