



Date: 05 July 2023

The Trustee/s  
Ben Culliver SMSF  
5/104 Dudley Street  
COOGEE NSW 2034

ASF Audits Pty Ltd  
ABN 74 617 518 626

Level 7  
108 King William St  
Adelaide SA 5000

Level 11  
356 Collins St  
Melbourne VIC 3000

GPO Box 1037  
Adelaide SA 5001

Tel: 1800 327 872  
www.asfaudits.com.au

Our ref: 2036556

Dear Trustee/s

### **Audit Management Letter**

The audit of Ben Culliver SMSF for the year ended 30 June 2022 has been completed and attached is the signed Audit Report which you should retain for your records.


Auditors are encouraged by the Australian Taxation Office to issue management letters at the completion of each audit as a means of advising the trustee of any matters noted during the course of the audit.

Our audit was conducted to obtain reasonable assurance that the financial report is free from material misstatement and the fund has complied in all material respects with requirements of the Superannuation Industry (Supervision) Act 1993 and the Superannuation Industry (Supervision) Regulations 1994.

**We advise that we have not encountered any matters during our audit we believe should be brought to your attention.**

Should you wish to discuss anything we have raised, please do not hesitate to contact us.

Yours faithfully

DocuSigned by:  
  
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**Casey McGrath**  
**Director**

## General Information

### Investment Strategy

Recently the ATO has had an increased focus on Fund's Investment Strategies.

The Trustees are responsible for formulating and regularly reviewing the Fund's Investment Strategy. Please review your Investment Strategy to ensure it sufficiently documents your decisions and complies with SIS Regulation 4.09. If you have an updated Investment Strategy, please ensure a signed and dated copy is provided to us as part of the next year's Audit.

If you require assistance with the Fund's Investment Strategy, we suggest you seek advice from a financial adviser as we are not licenced to provide financial product advice.

As a reminder of the legislative requirements regarding the Fund's Investment Strategy under the Superannuation Industry (Supervision) Regulations 1994 (SIS Regulations) – Regulation 4.09 we have included part of the operating standard for your reference.

### **SUPERANNUATION INDUSTRY (SUPERVISION) REGULATIONS 1994 - REG 4.09 Operating standard--investment strategy**

(1) This regulation:

- (a) is made for subsection 31(1) of the Act; and
- (b) applies to a superannuation entity that is a self managed superannuation fund

(2) The trustee of the entity must formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the entity including, but not limited to, the following:

- (a) the risk involved in making, holding and realising, and the likely return from, the entity's investments, having regard to its objectives and expected cash flow requirements;
- (b) the composition of the entity's investments as a whole, including the extent to which they are diverse or involve exposure of the entity to risks from inadequate diversification;
- (c) the liquidity of the entity's investments, having regard to its expected cash flow requirements;
- (d) the ability of the entity to discharge its existing and prospective liabilities;
- (e) whether the trustees of the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund.

(3) An investment strategy is taken to be in accordance with subregulation (2) even if it provides for a specified beneficiary or class of beneficiaries to give directions to the trustee where the directions:

- (a) relate to the strategy to be followed by the trustee in relation to the investment of a particular asset or assets of the entity; and
- (b) are given in the circumstances covered by regulation 4.02.

ASF Audits  
GPO Box 1037  
ADELAIDE SA 5001

Dear Sir

### **Trustee Representation Letter**

This representation letter is provided in connection with your audit of the financial report of Ben Culliver SMSF (the Fund) and the Fund's compliance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and *Superannuation Industry (Supervision) Regulations 1994* (SISR) for the year ended 2022, for the purpose of you expressing an opinion whether the financial report is, in all material respects, presented fairly in accordance with the accounting policies adopted by the Fund and the Fund complied, in all material respects, with the relevant requirements of SISA and SISR.

The trustees<sup>1</sup> have determined that the Fund is not a reporting entity and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements does not apply to the Fund. Accordingly, the financial report prepared is a special purpose financial report which is for distribution to members of the Fund and to satisfy the requirements of the SISA and SISR. We acknowledge our responsibility for ensuring that the financial report is in accordance with the accounting policies as selected by ourselves and requirements of SISA and SISR and confirm that the financial report is free of material misstatements, including omissions.

We confirm that to the best of our knowledge and belief, the following representations made to you during your audit.

**1. Sole purpose test**

The Fund is maintained for the sole purpose of providing benefits for each member on their retirement, death, termination of employment or ill-health.

**1. Trustees are not disqualified**

No disqualified person acts as a director of the trustee company or as an individual trustee.

**2. Fund's governing rules, Trustees' responsibilities and the Fund conduct**

The Fund meets the definition of self-managed superannuation fund under SISA, including that no member is an employee of another member, unless they are relatives and no trustee receives any remuneration for any duties or services performed by the trustee in relation to the fund.

The Fund has been conducted in accordance with its constituent trust deed at all times during the year and there were no amendments to the trust deed during the year, except as notified to you.

The trustees have complied with all aspects of the trustee requirements of the SISA and SISR.

The trustees are not subject to any contract or obligation which would prevent or hinder the trustees in properly executing their functions and powers.

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<sup>1</sup>All references to "trustee" or "the trustees" is deemed to include both individual trustees and directors of a corporate trustee, in both the singular and the plural

The Fund has been conducted in accordance with SISA, SISR and governing rules of the Fund.

The Fund has complied with the requirements of the SISA and SISR specified in the approved form auditor's report as issued by the ATO.

All contributions accepted and benefits paid have been in accordance with the governing rules of the Fund and relevant provisions of the SISA and SISR.

There have been no communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that would have a material effect on the financial report.

**3. Investment strategy**

The investment strategy has been determined with due regard to risk, return, liquidity, diversity and the need for insurance for the members. The investment strategy has been regularly reviewed and the assets of the Fund are in line with this strategy.

**4. Accounting policies**

All the significant accounting policies of the Fund are adequately described in the financial report and the notes attached thereto. These policies are consistent with the policies adopted last year.

**5. Fund books and records**

All transactions have been recorded in the accounting records and are reflected in the financial report. We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit; and minutes of all meetings of the trustees.

We acknowledge our responsibility for the design and implementation of internal control to prevent and detect error or fraud. We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial reports, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.

We have disclosed to you the results of our assessment of the risk that the financial report may be materially misstated as a result of fraud. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the Fund and involves the trustees or others.

In instances where the Fund uses a custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected misstatements that would affect the financial report of the fund.

Information retention obligations have been complied with, including:

- accounting records and financial reports are being kept for five years,
- minutes and records of trustees' meetings are being kept for 10 years;
- records of trustees' changes and trustees' consents are being kept for at least 10 years;
- copies of all member or beneficiary reports are being kept for 10 years; and
- trustee declarations in the approved form have been signed and are being kept for each trustee appointed after 30 June 2007.

**6. Fraud**

We have no knowledge or any actual, suspected or alleged fraud affecting the Fund and the risk of the financial report being materially misstated due to fraud is considered to be low.

**7. Asset form and valuation**

The assets of the Fund are being held in a form suitable for the benefit of the members of the Fund and are in accordance with our investment strategy.

Investments are carried in the financial report at market value.

We have no plans or intentions that may materially affect the carrying values, or classification, or assets and liabilities.

There are no commitments fixed or contingent, for the purchase or sale of long term investments other than those disclosed in the financial report.

**8. Safeguarding Assets**

We have considered the importance of safeguarding the assets of the fund, and we confirm we have the following procedures in place to achieve this:

- Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- Tangible assets are, where appropriate, adequately insured and appropriately stored.

**9. Ownership and pledging of assets**

The Fund has satisfactory title to all assets appearing in the Statement of Financial Position. All investments are registered in the name of the Fund, where possible, and are in the custody of the respective manager/trustee.

There are no liens or encumbrances on any assets or benefits and no assets, benefits or interests in the Fund have been pledged or assigned to secure liabilities of others.

All assets of the Fund are held separately from the assets of the members, employers and the trustees. All assets are acquired, maintained and disposed of on an arm's length basis and appropriate action is taken to protect the assets of the fund.

No member has used the capital value of a pension (or the income from it) as security for a borrowing.

**10. Related parties**

We have disclosed to you the identity of the Fund's related parties and all related party transactions and relationships. Related party transactions and related amounts receivable have been properly recorded or disclosed in the financial report. Acquisitions from, loans to, leasing of assets to and investments in related parties have not exceeded the in-house asset restrictions in the SISA at the time of the investment, acquisition or at year end.

The Fund has not made any loans to, or provided financial assistance to members of the Fund or their relatives.

**11. Borrowings**

The Fund has not borrowed money or maintained any borrowings during the period, with the exception of borrowings which were allowable under SISA.

**12. Subsequent events**

No events or transactions have occurred since the date of the financial report, or are pending, which would have a significant adverse effect on the Fund's financial position at that date, or which are of such significance in relation to the Fund as to require mention in notes to the financial report in order to ensure they are not misleading as to the financial position or the Fund or its operations.

**13. Outstanding legal or ATO action**

We confirm you have been advised of all significant legal matters, and that all known actual or possible litigation and claims have been adequately accounted for, and been appropriately disclosed in the financial report.

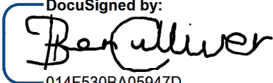
There have been no communications from the ATO concerning a contravention of the SISA or SISR which has occurred, is occurring, or is about to occur.

**14. Going Concern**

We confirm we have no knowledge of any events or conditions that would cast significant doubt on the fund's ability to continue as a going concern.

We understand that your examination was made in accordance with Australian Auditing Standards and applicable Standards on Assurance Engagements and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the Fund taken as a whole, and on the compliance of the Fund with specified requirements of SISA and SISR, and that your tests of the financial and compliance records and other auditing procedures were limited to those which you considered necessary for that purpose.

Yours faithfully,

DocuSigned by:  
  
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Benjamin Peter Culliver  
Director

04 July 2023

Date:            /            /



21 June 2023

The Trustee/s  
Ben Culliver SMSF  
5/104 Dudley Street  
COOGEE NSW 2034

ASF Audits Pty Ltd  
ABN 74 617 518 626

Level 7  
108 King William St  
Adelaide SA 5000

Level 11  
356 Collins St  
Melbourne VIC 3000

GPO Box 1037  
Adelaide SA 5001

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Dear Trustee/s

### **Engagement Letter for the Audit of Ben Culliver SMSF**

You have requested we act as auditor of Ben Culliver SMSF ("the Fund") as of, and for the year ended 30 June 2022. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. This engagement letter, including the attached terms and conditions, sets out the basis of our engagement.

Our audit will be conducted pursuant to the *Superannuation Industry (Supervision) Act 1993* ("SIS Act") and the *Superannuation Industry (Supervision) Regulations 1994* ("SIS Regulations") with the objective of expressing an opinion on the financial report and the Fund's compliance with the specified requirements of the SIS Act and SIS Regulations.

#### **The responsibilities of the auditor**

We will conduct our financial audit in accordance with Australian Auditing Standards and our compliance audit in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board. These standards require that we comply with relevant ethical requirements relating to audit and assurance engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is presented fairly and is free from material misstatement and that you have complied, in all material respects, with the specified requirements of the SIS Act and SIS Regulations.

The annual audit of the financial reports and records of the Fund must be carried out during and after the end of each year of income. In accordance with section 35C of the SIS Act we are required to provide the trustees of the Fund an audit report in the approved form within the prescribed time as set out in the SIS Regulations.

#### **Financial audit**

A financial audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. A financial audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the trustees as well as evaluating the overall presentation of the financial report. Due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered.

In making our risk assessments, we consider controls relevant to the preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the controls. However, we expect to

provide you with a separate letter concerning any significant deficiencies in the Fund's system of accounting and internal controls that come to our attention during the audit of the financial report. This will be in the form of a trustee Management Letter.

#### *Investment portfolio statements*

If there are investments of the Fund which are presented in an annual portfolio statement by an independent third party, we may place reliance on the audit work performed by the auditors of the statements and/or the statement providers. It may also be necessary to request additional supporting documentation to verify the information contained within the statements.

#### **Compliance engagement**

A compliance engagement involves performing audit procedures to obtain audit evidence about the Fund's compliance with the provisions of the SIS Act and SIS Regulations specified in the Australian Taxation Office's ("ATO") approved form auditor's report.

Our compliance engagement with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the Fund, which gives due consideration to risk, return, liquidity and diversification. Our procedures will include testing whether the investments are made for allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members.

#### **The responsibilities of the trustees**

We take the opportunity to remind you that it is the responsibility of the trustees to ensure that the Fund, at all times, complies with the SIS Act and SIS Regulations as well as any other legislation relevant to the Fund. The trustees are also responsible for the preparation and fair presentation of the financial report.

Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report and for determining that the accounting policies used are consistent with the financial reporting requirements of the Fund's governing rules, comply with the requirements of SIS Act and SIS Regulations and are appropriate to meet the needs of the members. This responsibility includes:

- Establishing and maintaining controls relevant to the preparation of the financial report that is free from misstatement, whether due to fraud or error
- Selecting and applying appropriate accounting policies
- Making accounting estimates that are reasonable in the circumstances.

As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit.

Our audit report is prepared for the members of the Fund and we disclaim any assumption of responsibility for the reliance on our report, or on the financial report to which it relates, to any person other than the members of the fund, or for any other purpose other than that for which it was prepared.

#### **Independence**

We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of the SIS Act and SIS Regulations, and APES 110 *Code of Ethics for Professional Accountants* as issued by the Accounting Professional and Ethical Standards Board in relation to the audit of the Fund. In conducting our financial and compliance audit, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.



### **Reports on matters identified**

Under section 129 of the SIS Act we are required to report to you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the SIS Act or SIS Regulations which we believe has occurred, is occurring, or may occur. Furthermore, you should be aware that we are also required to notify the ATO of certain contraventions of the SIS Act and SIS Regulations that we become aware of during the audit, which meet tests stipulated by the ATO.

We are also required under section 130 to report to you and the ATO if we believe that the financial position of the Fund is, or maybe about to become unsatisfactory.

You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. The completed auditor's report may be provided to you as a hard copy or electronically.

### **Electronic signatures**

If the Trustees intend to electronically sign Fund documents, including the Financial Statements and Representation Letter, it is the responsibility of the Trustees to satisfy themselves of the security, controls and integrity over the electronic signature process utilised. The examination of the controls over the electronic signatures is beyond the scope of our Financial and Compliance Audit.

### **Fees**

Our fees are based on a standard fee as agreed with the administrator or accountant for the Fund. We reserve the right to amend our standard fee and quote a unique fee where extraordinary issues exist. Additional fees may be charged, including a fee where an Auditor Contravention Report is required to be issued to the ATO as a result of a breach of the SIS Act or SIS Regulations.

### **Your agreement**

Your agreement to the terms of this engagement letter will be acknowledged by signing the annual minute appointing us as auditor for the Fund. You will also be deemed to have accepted the terms of this engagement by providing instructions to us to provide services to you, but you must still provide signed acceptance as soon as possible. This letter will be effective for future years unless we advise you of its amendment or replacement, or if the engagement is terminated.

Our appointment as your Fund Auditor is appreciated and we would be pleased to answer any questions that you may have.

Yours faithfully

### **ASF Audits**



**Casey McGrath**  
Director

## Terms and Conditions

### 1. Who may instruct us

You confirm that you, and any other person you nominate in writing from time to time, are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.

### 2. Your responsibilities

You must provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline. We will rely on such information being true, correct and complete and will not audit the information, except to the extent we are specifically engaged to provide audit-related services;

You authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

You must keep us informed on a timely basis of changes in your circumstances that may affect our services.

### 3. Qualifications on our services

To the extent our services involve the performance of services established by law, nothing in the engagement letter or these terms reduce our obligations under such law.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in the engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs.

Where our engagement is recurring, we may amend our engagement letter and these terms where we consider it is necessary or appropriate to do so. If you do not accept such amendments, you must notify us promptly in which case you may terminate our engagement in accordance with section 14 below and those amendments will not apply prior to such termination.

### 4. Reliance on advice

We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

### 5. Investment and financial advisory advice

We will not provide you with investment or financial advice regulated under the *Corporations Act 2001* (Cth).

### 6. Professional obligations

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at [apesb.org.au](http://apesb.org.au). This includes APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)*, which among other things contains provisions that apply if we become aware of any actual or potential 'non-compliance with governing laws or regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as serious adverse consequences to investors, creditors, employees, auditor, group auditor or the public), we may be required to disclose the matter to an appropriate authority.

### 7. Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons this engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly

We may act for other clients whose interests are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

### 8. Fees and payment

Our fees will be charged on the basis set out in the engagement letter and have been set based on the level of skill, responsibility, importance and value of the advice, as well as the level of risk.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by the ATO. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are to be paid by someone else.

Fees are to be paid by the due date on our invoice. It is your responsibility to ensure fees are paid in full, including where you have arranged for a third party to pay our fee on your behalf. We reserve the right to seek payment from you where such third party has not paid our fee within the agreed payment terms.

Any disbursements and expenses we incur in the course of performing our services will be added to our invoices where appropriate.

Unless otherwise agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval.

We may charge interest on late paid invoices at the rate of 2% above the RBA cash rate. We may also suspend our services or to cease to act for you on giving written notice if payment of any fees is unduly delayed.

We intend to exercise these rights only where it is fair and reasonable to do so.

### 9. Confidentiality

We will take all reasonable steps to keep your information confidential, except where:

- we need to disclose your information to our service providers or regulatory bodies in performing the services, our professional advisers or insurers or as part of an external peer review from time to time. Our files may also be subject to review as part of the quality review program of Chartered Accountants Australia and

New Zealand, CPA Australia, Institute of Public Accountants or Australian Taxation Office. By accepting this engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis;

- we are required by law, regulation, a court of competent authority, or those professional obligations referred to in section 6 above, to disclose the information;
- we provide limited information (but only to the extent reasonably necessary) to potential purchasers (or their professional advisors) of our practice but we will take reasonable steps to ensure that any such recipient keeps the disclosed information confidential; or
- you give us permission to disclose the information.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially.

#### 10. Privacy

You must make all necessary notifications and obtain any necessary consents for us to process personal information you provide to us. We collect and use that personal information for the purposes of providing the services described in the engagement letter to you and we will comply with the *Privacy Act 1988* (Cth) when processing that personal information. Our privacy policy provides further details of our privacy practices. Our full privacy policy as amended from time to time is available on our website at [www.asfaudits.com.au](http://www.asfaudits.com.au).

#### 11. Ownership of materials

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

#### 12. Limitation of liability

Our liability is limited by a scheme approved under Professional Standards Legislation.

You agree not to bring any claim against any of our directors, shareholders or employees in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- indirect, special or consequential losses or damages of any kind; or
- liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

#### 13. Limitation of third party rights

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.

#### 14. Termination

Each of us may terminate this agreement by giving not less than 21 days' notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

#### 15. Communication

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

#### 16. Applicable Law

Our engagement is governed by South Australian law. The courts sitting in that State will have non-exclusive jurisdiction in relation to any dispute between us.

#### 17. Interpretation

If any provision of the engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

#### 18. Disputes and complaints

If you have any concerns about our costs or services, please speak to the person responsible for this engagement, who is identified in our engagement letter. To resolve your concerns we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns that you raise.

#### 19. Third party responsibilities

We may utilise outsourced service providers and cloud computing service providers, including:

- Vitae International Accounting Services Pvt Ltd who are situated in Coimbatore, India to complete initial audit and file preparation; and
- Amazon Web Services data centre locations in Australia and the United States of America for the storage and accessing of data used in our proprietary in-house software systems. To protect these systems we implement an Information Security Management System based on ISO27001 covering infrastructure and physical security, backups, disaster recovery and business continuity, access control, user acceptable use and security incident reporting policies, and includes regular external vulnerability assessments; and
- other third parties from time to time and as separately notified to you.

To perform the services, we may provide these third parties with access to your data to the extent this is required to perform the services. We will take reasonable steps to ensure the recipient complies with the Australian Privacy Principles or is bound by a substantially similar privacy scheme, unless you expressly consent to the overseas disclosure or it is otherwise required or permitted by law.

Your data will be stored in servers physically located in Australia (unless otherwise specified) and in accordance with the security practices of the third party service provider and our Privacy Policy.