

## **TERMS OF ENGAGEMENT**

This brochure is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide.

### **Purpose, Scope and Output of the Engagement**

This firm will provide Taxation, Superannuation, Business Advice and/or Management Consultancy 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 will be limited exclusively for this purpose. 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.

Our professional services are conducted and appropriate reports will be prepared for distribution 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 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 Chartered Accountants Australia which monitors compliance with professional standards by its members. We advise 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 responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. Any advice given to you is only an opinion based on our knowledge of your particular circumstances. Furthermore, a taxpayer has obligations under self-assessment to keep full and proper records in order to facilitate the preparation of accurate returns.

The client is responsible for their accounting records and internal controls of the accounting records for the special purpose Financial Statements as prepared by Mackenzie + Co.

Clients are required to arrange reasonable access for us to relevant individuals and documents and shall also be responsible for the completeness and accuracy of the information supplied to us.

### **Fees**

The fee arrangement is based on the complexity of the service and expertise required to complete the engagement. An estimate of the fee will be discussed in the initial meeting. This fee arrangement may be subject to change and you will be notified if the following circumstances should occur:

- Insufficient documentation provided; and/or
- Additional service requested.

### **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 Council's website: <http://www.professionalstandardscouncil.gov.au>.

**Storage of Personal Information**

At Mackenzie + Co we use cloud software providers for the management and storage of your personal and business tax return information. The third party cloud software providers we use include: Adobe e-sign, ASIC, BGL, Class Super, Microsoft Office, Microsoft Outlook & Xero. We regularly provide and receive client information to the Australian Taxation Office via the cloud.

Please read the attached flyer regarding the cloud software and storage currently used by Mackenzie + Co. We encourage you to read further about each provider and their security measures and storage procedures. By signing this letter and accepting these services you acknowledge and agree that your personal information may be stored overseas.

**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 result in the production of taxation returns and financial accounts, either in printed or electronic format. Ownership of these documents will vest in you. All other documents produced by us in respect of this engagement will remain the property of our firm.

Mackenzie + Co has a legal right of lien over any client documents in our possession in the event of a dispute. We have also established dispute resolution processes.

**Confirmation of Terms**

Please sign below and return this entire letter to indicate that it is in accordance with your understanding of the arrangement. Please retain the "Client's Copy" for your records.

**MACKENZIE + CO.**



**Ross Mackenzie CA  
Director**

Client(s) Name: .....

Client(s) Signature: .....

Received and acknowledged by client(s) on

## **Cloud Privacy & Data Storage**

### **Adobe Esigning Software**

Adobe takes the security of your digital experience seriously.

Adobe is constantly monitoring and improving our applications, systems and processes to help customers meet the growing demands and challenges of securing and protecting data. Document Cloud services, including Adobe Sign and PDF services, use a rigorous approach to help ensure the confidentiality, integrity and availability of your documents.

Today, Document Cloud data centres are maintained in multiple geographically dispersed regions and operated by Adobe trusted partner Amazon Web Services (AWS). Each AWS data centre includes state-of-the-art physical, environmental, and access controls as described at <https://amazon.com/security/>.

<https://acrobat.adobe.com/content/dam/doc-cloud/en/pdfs/Document-Cloud-Security-Overview.pdf>

### **ASIC**

We provide personal information to ASIC at the request of clients to add, update and maintain the company register. Security of information - We take steps to protect the personal information we hold against loss, unauthorised access, use, modification, or disclosure, and against other misuse. These steps include password protection and access privileges for accessing our electronic IT systems, securing paper files in locked cabinets and physical access restrictions.

<http://asic.gov.au/about-asic/dealing-with-asic/privacy/asic-privacy-policy-summary/>

### **Australian Taxation Office Privacy Policy**

<https://www.ato.gov.au/about-ato/access,-accountability-and-reporting/in-detail/privacy-notice/privacy-policy/>

### **Now Infinity**

Now Infinity is the software we use to provide information to ASIC regarding new, cancelled and updated company registrations and associated individual information.

<https://www.nowinfinity.com.au/privacy>

### **Class Super Software**

**WHERE IS THE DATA STORED?** The entire production system is run at our hosting location in Sydney, provided by a specialist hosting service provider, Macquarie Telecom. We use their internet connectivity, rack space and power. The system is run on equipment owned by Class. The data is stored in storage devices within the equipment owned and operated by Class. In addition to this, data is located at two backup locations under the direct control of Class. See section 2.2 for additional detail. Macquarie Telecom's certifications and standards provide the highest level of surety that Class' data storage is only accessible to authorised staff.

**WHO CONTROLS THE DATA?** The data is controlled entirely by Class. If for any reason Class requires other parties to handle data (e.g. contractors and specialists) then appropriate reciprocal arrangements, such as Non-Disclosure Agreements, are put in place to safeguard the data. Access to the data is only granted on an as required basis; the hosting organisation does not have access to the data. Even physical access is limited as Class' racks are located in locked cages.

**WHO OWNS THE DATA?** The SMSF administrator owns the data even though it is held on Class' servers.

WHAT IF I WANT TO TAKE MY DATA AND LEAVE? Class provides full access to all of your fund and accounting data. Class allows users to export all their fund and report data in an XML format readable by Excel, web browsers and many other tools.

WHAT MEASURES DOES CLASS TAKE TO PREVENT DATA LOSS? Class has a replica of the production hardware located at the hosting location. This is outlined in greater detail in the System Availability section below. An automatic data replication service duplicates the production data on to the alternative “warm standby” system every fifteen minutes. The automatic data replication service also sends a data backup to a Data Recovery location in an Australian CBD data centre in another state.

<https://www.class.com.au/wp-content/uploads/2015/05/Class-Super-IT-Policies-Procedures.pdf>

### **Microsoft Office and Outlook**

We use the Microsoft Office suite of software and in particular Outlook for the carriage of all of our emails. Please read their privacy statement regarding their security and management of data

<https://privacy.microsoft.com/en-gb/privacystatement>

### **Xero Tax and Business Software**

Xero holds your personal information on servers located in the United States of America (the U.S.)

We use top tier, third party data hosting providers' (Rackspace, AWS, and Microsoft Azure) to host our Services on servers located in the U.S. If you are a non-U.S. resident, this means that your personal information will be transferred to the U.S.

We have in place transfer mechanisms with all our third party data hosting providers that satisfy the requirements relating to Xero's transfer of data from the European Union to the U.S.

By entering personal information into the Services, you consent to that personal information being hosted on servers located in the U.S. While your personal information will be stored on servers located in the U.S., it will remain within Xero's effective control at all times. Each data hosting provider's role is limited to providing a hosting and storage service to Xero, and we've taken steps to ensure that our data hosting providers do not have access to, and use the necessary level of protection for, your personal information. They do not control and are not permitted to access or use your personal information, except for the limited purpose of storing the information. This means that, for the purposes of Australian privacy legislation and Australian users, Xero does not currently “disclose” personal information to third parties located overseas.

If you do not want your personal information to be transferred to a server located in the U.S., you should not provide Xero with your personal information or use the Service.