



DEED DOT COM DOT AU PTY LTD ABN: 32 123 929 984
Suite 3.04, Level 3, 29-31 Solent Circuit Baulkham Hills NSW 2153
Phone (02) 9684 4199 www.smsfauditorshub.com.au

Contract to offer SMSF Audit Services

CONTRACTING PARTIES

SUPPLIER OF SERVICES

DEED DOT COM DOT AU PTY LTD ABN: 32 123 929 984
Suite 3.04, Level 3, 29-31 Solent Circuit Baulkham Hills NSW 2153

Here in under called "Supplier"

CONSUMER OF SERVICES

Accountant Details:

Here in under called "Consumer"

RECITALS

- A.** Supplier of services has an online portal (www.onlinesmsfaudit.com.au) where the consumer of services can attract clients (Administrators of SMSF) for accounting and SMSF administration purposes.
- B.** The consumer wants to use the suppliers website (www.onlinesmsfadit.com.au) to upload its clients Self Managed Superannuation funds, so that the consumer can collect data from it its clients (Trustees of the Super fund) and facilitate supplier to audit these funds at a fixed agreed fees as per this contract.
- C.** The Consumer is aware that the Supplier has contracted independent ASIC Approved SMSF Auditors to conduct audit for the consumers clients at a set fee as per this contract.
- D.** Both parties agree subject to the below Terms and Conditions

TERMS & CONDITIONS

1. Our Audit team

The supplier has an audit team comprising in excess of over 60 ASIC Approved SMSF Auditors. Each one of the auditor is contracted by the supplier to provide their services to the supplier.

Each Auditor is responsible to complete audit of Self Managed Superannuation Fund as per SIS Act and Regulations which is allocated by the supplier that is uploaded by the consumer.

Allocation of funds will be done the supplier to ensure that Independence requirements of APES 110 Code of Ethics for Professional Accountants are not breached.

The Supplier agrees that they will assign a dedicated staff member who will be allocating SMSF's provided by the consumer to the various auditors who are contracted to the supplier. This staff member will be responsible for getting all funds completed within the stipulated time of 10 working days.

2. Confidentiality

The suppliers staff member and the Audit team recognizes and acknowledges that all records with respect to the consumers clients (Trustees of the SMSF) and all personal and business information during the term of this agreement and following the termination of this agreement are valuable.

The suppliers agrees that their staff member and all the members of the audit team have signed a confidentiality agreement with the supplier to assure the consumer that their personal and client information will not be disclosed to anyone at any time, directly or indirectly, in written or other form, to any person, firm, corporation or other entity.

2.1 Confidentiality: Supplier and its auditors undertake and agree, that they will not, either directly or indirectly, both during the contract period and after termination of this contract, without the Consumers prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any Person, or permit any Person to examine or make copies of, any Confidential Information including documents, writings, drawings, materials or records that contain or are derived from any Confidential Information. Confidential Information shall be solely and absolutely vested in and owned by the Consumer and the Supplier shall not have or claim any right, title or interest therein other than stipulated in SIS Act regarding retention of Audit working papers.

“Confidential Information” shall mean and include all Consumers information including any Consumers client or customer information, which is proprietary and not available to general public, SMSF data including any financial reports, statistics, knowledge, technical data, trade secrets, know-how, Developments and Intellectual Property and Intellectual Property Rights therein including designs accessed, created, received, exploited, developed or obtained by the auditor during the course of this contract from the Consumer.

3. Restraint of Trade

The Supplier has executed an agreement with each and every ASIC Approved SMSF Auditor to act as an independent contractor. During the course of their audit, Consumer or consumer's staff will be in direct touch with our contractors.

The Consumer agrees that they will not reach out to the auditor via any other mode of communication besides our software Online SMSF Audit. Further the consumer agrees not to provide SMSF audits or any other services to them without the Suppliers consent. All audit engagements with the SMSF Auditor has to be via the Supplier on the suppliers platform. Supplier has signed a similar restraint of trade with the ASIC Approved auditor.

Consumer agrees that if he contacts any SMSF Auditor directly for an audit of fund, it will pay to the supplier 10 years of audit fees as compensation for breach of this clause for Goodwill. For clarity of all doubts - if the SMSF Auditor contacts the Consumer and the consumer allocates a fund directly to the SMSF Auditor and the audit fee of that fund is \$550 - the Consumer agrees to pay a sum of \$5,500 as compensation for breach of this clause.

Further, once this breach is discovered, the supplier will stop the consumer's access to the platform and remove the API offered to link the Consumers website with the supplier's website.

4. SMSF Audit Flow

Each audit will follow the below work flow:

4.0 When the consumer signs this agreement, a member of the supplier's staff will provide a checklist of documents which are required for our audit and train how to use our software.

4.1 Consumer will upload data of their clients for the suppliers SMSF Auditor to audit.

4.2 The supplier within hours will accept the assignment and allocate the fund to one of its SMSF Auditors to audit and supply the Auditors details to the Consumer.

4.3 The supplier will send its invoice for payment - which the consumer must pay immediately before any work begins. To facilitate this process, the Consumer will provide their credit card details to the Supplier.

4.4 If the SMSF Auditor requires more information, he will raise a query from the software itself within 5 working days - at which time the clock will stop.

4.5 The Consumer must revert to the SMSF Auditor at the earliest. Once all the information is provided, the Audit report & Management Letter for the SMSF will be provided via email and via the online portal within 10 working days.

4.6 If the fund has breached any of the provisions of SIS Act and SIS Regulations, the SMSF auditor is obliged to lodge a Contravention report. All contraventions of the fund will be provided to the consumer.

4.7 Once the Audit report is issued, the Consumer can prepare the income tax return of the fund and lodge it with the regulator.

4.8 It is the SMSF Trustees duty to ensure that the Income tax return has the correct details of the SMSF Auditor as per the Audit report issued by the Auditor.

5. Our SMSF Audit Fees - Fixed Fee

All our Audit Fees are fixed - \$440 incl GST, irrespective of who audits the fund or how many members are there in the fund. This fee is drawn from our experience on how long it takes to audit a fund using the supplier platform. Any revisions in fee will be informed at least 4 weeks in advance.

Additional fees of \$165 will be charged if the fund has a contravention and an ACR has to be lodged with the ATO.

Execution

I agree that I have read and understood the above terms and conditions

EXECUTED as an agreement on (Date) - _____

Accountant Signature

Deed Dot Com Dot Au Pty Ltd

SMSF Administrators Details

Name _____

Surname _____

Mobile Phone Number _____

Office Phone Number _____

Address _____

Address _____

Suburb _____

State _____

Post Code _____

Entity Name
(billings) _____

Entity ABN _____

Credit Card Payment Authorization Form

Please complete the following section and sign/date below:

Credit Card Type (Please Circle one) Master card Amex Visa

Name on CreditCard _____

Credit Card Number

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Expiry Date			CVV Number
	(month)	(Year)	

By signing below, you authorize Onlinesmsfaudit.com.au (Deed Dot Com Dot Au Pty Ltd) to charge your credit card every time you engage the supplier for audit.

Signature of cardholder

Date: _____