

Supervision GROUP

TERMS & CONDITIONS

Supervision Group is the business name under which the related entities Supervision Superannuation (Australia) Pty Ltd (ABN 54 105 828 117) and Supervision SMSF Solutions Pty Ltd(47 134 666 596). Supervision SMSF Solutions Pty Ltd holds an Australian Financial Services Licensee (AFSL 435751) and provides financial services and investment product solutions suitable for an SMSF. These two entities are related and unless separately named, are referred to and trade as **"Supervision Group"**. These terms and conditions apply to services provided by either entity.

Supervision Superannuation (Australia) Pty Ltd is an Authorised Representative of Supervision SMSF Solutions Pty Ltd (AR No: 001244976) and provides specialist accounting, taxation & administration services for Self-Managed Superannuation Funds.

DEFINITIONS

"Client" means the Trustee of the SMSF, financial adviser, accountant or other representative advised to Supervision Group to have authority to act on behalf of the SMSF.

"SMSF" means the Self-Managed Superannuation Fund of the Client.

"Service Package" means the "Take Control", "More Flexibility" and "Total Peace of Mind" packages offered by Supervision Group.

"Service package fee" means the fee for compliance and administration services for the service package.

"Termination Date" means the date notice of termination is provided.

"Application Date" means the date an application for services provided by Supervision Group was submitted by Client

"Roll Over In" means the act of moving Superannuation money from existing non SMSF Superannuation providers to an SMSF.

"Roll Over Out" means the act of moving Superannuation money from an SMSF to non SMSF Superannuation product.

"Tax Pack" means the annual compilation report of SMSF financial statements and compliance documents required for annual compliance.

"Rejection Fees" means the amount of money charged by fee collection software, if a scheduled direct debit is not able to be completed due to insufficient funds.

1. APPOINTMENT

1.1. The Client appoints Supervision Group to provide services to the SMSF on the following terms and conditions commencing on the Application Date.

2. NO ADVICE

2.1. Supervision Group has not provided any advice regarding SMSF suitability or made any recommendation regarding the establishment of any SMSF. The application to

establish an SMSF was made after due consideration independently and/or following professional financial advice being obtained from a qualified financial adviser.

2.2. Supervision Group has not provided any advice regarding suitability or made any recommendations regarding any financial products or services offered. The application, including any related assistance, of any financial product or service offered by Supervision Group is provided after due consideration independently and/or following professional advice being obtained from a qualified financial adviser.

2.3. Supervision Group does not endorse or guarantee any advice, investments made, or investment strategy provided to the Client by third parties who have referred the Client for SMSF services.

2.4. A copy of the Financial Services Guide (FSG) for Supervision Group has been provided.

3. ACCEPTABLE PROVIDERS

3.1. Supervision Group has completed due diligence on the following providers listed below. They have been assessed to have met the selection criteria on a range of essential standards adopted by Supervision Group.

3.2. All mandatory accounts if nominated within a Service Package are only selected from acceptable providers and subject to continuous review.

3.3. Any financial product or service offered by acceptable providers should not be considered or taken as a recommendation or considered financial advice.

3.4. Further information regarding these providers can be found on the Supervision Group website (FSG – Financial Services Guide).

Mandatory Accounts

Cash & Interest

- ANZ V2 PLUS Cash Management Account
- Australian Money Market

Share & Equities

- Totality Wealth Limited

Optional Services with Commercial Relationships

Finance/Mortgage Broking

- ATFIN – Finance Broker
- Equitas Mortgage & Finance
- In Mortgage & Financial Services

Insurance

- Halcyon Insurance Partners
- Lifespan Consultants WA

Packages	Cash & Interest	Shares & Equity
Take Control	Mandatory	Mandatory
More Flexibility	Mandatory	Mandatory
Total Peace of Mind	Optional	Optional

3.5. Any commercial relationships with Service Providers will be managed under our Conflicts of Interest Policy. Any financial benefit reasonably capable of influencing our recommendation will be disclosed to you.

3.6. Where the Client elects not to use Mandatory Accounts, any resulting change in the Service Package Fee will be discussed and agreed in writing before taking effect.

4. MANDATORY ACCOUNTS

4.1. Depending upon the service package requested, mandatory client accounts may be required to be established with Accepted Providers and limit SMSF transactions to those provided by the Accepted Providers.

- 4.1.1. Supervision Group has selected specific Mandatory Accounts for each service package to enable a reduced package fee.
- 4.1.2. The package fee quoted is dependent on the use of these Mandatory Accounts to maintain the provision of services.
- 4.1.3. If the required Mandatory Accounts are not used, Supervision Group will need to review and renegotiate your monthly package fee to reflect noncompliance with the Mandatory Accounts.

4.2. Disclosure documents for mandatory accounts for Accepted Providers have been provided.

4.3. The Client will provide any additional documentation as required by the Approved Provider.

4.4. Supervision Group take no responsibility for the turn-around time of any of the Accepted Providers, however, will assist if requested by the Client or Approved Provider.

4.5. Mandatory Service providers may provide a financial incentive to Supervision Group as compensation for the introduction, this will be disclosed if relevant.

4.6. Mandatory Service Providers have been selected based on Client requirements and alignment with Supervision Group Service Standards.

5. OPTIONAL SERVICES WITH COMMERCIAL RELATIONSHIPS

5.1. Optional Service providers may provide a financial incentive to Supervision Group as compensation for the introduction; this will be disclosed if relevant.

5.2. Optional Service Providers have been selected based on Client requirements and alignment with Supervision Group Service Standards.

6. SMSF TRANSFER SERVICES

- 6.1. Supervision Group will prepare all documents and liaise with any nominated parties necessary to transfer SMSF services to Supervision Group.
- 6.2. Clients will be responsible for providing any additional documentation or information that is not available or missing from the previously engaged accountant or administrator.
- 6.3. Supervision Group will prepare account opening application documents for all mandatory accounts with Accepted Providers from details provided on application forms.
- 6.4. Supervision Group will provide documents electronically (by email) to nominated email address or by mail as provided on the application form, with details of actions required by the Client and where to return the documentation.
- 6.5. The Client will carry out and complete tasks as required and return all transfer and/or account establishment documentation to Supervision Group in a timely manner.
- 6.6. The Client will carry out and complete all tasks as required to have the SMSF fully funded within a reasonable time frame, including but not limited to arrangement for roll-overs in from existing Superannuation accounts. Supervision Group will provide every assistance but take no responsibility for the turn-around time on roll-overs in coming from other institutions.
- 6.7. If you transfer your SMSF to Supervision Group partway through the year, a catch-up payment will be payable immediately. The catch-up payment amount is calculated by multiplying the number of months of the current financial year already passed by the selected monthly fee package. For example, your application is received in January, and your fee package amount is \$210, your catch-up payment will be 7 months (July- Jan) X \$210 =\$1470.
- 6.8. Where prior year tax returns are required to be completed, Supervision Group reserves the right to request 50% of the total cost as an upfront payment.
- 6.9. Any examples provided in this clause (e.g., catch-up fee calculations) are illustrative only. The formula, not the example, governs.

7. SMSF ESTABLISHMENT SERVICES

- 7.1. Supervision Group will prepare all documents necessary to establish the SMSF, as submitted in the on-line application **form**.
- 7.2. Written requests for changes or amendments following submission of an application may result in additional charges.
- 7.3. Supervision Group will prepare the account opening application documents for all mandatory accounts with accepted providers from details provided in the application form.
- 7.4. Client to sign all documentation completely in a timely manner.
- 7.5. If engaging Supervision Group to complete roll overs in; comply with any requests from the Superannuation provider to complete the Roll Over in. Third Party Authorities may be required to be signed by The Client to give Supervision Group the Authority to enquire on the client's behalf.
- 7.6. If not engaging Supervision Group to complete roll overs in; the client is responsible for all roll overs in coming from other Superannuation providers in a timely manner, so that the SMSF is funded as soon as practicable.

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7.7. Supervision Group takes no responsibility for the turnaround time of other Superannuation providers in relation to roll overs in.

8. COMPLIANCE AND ADMINISTRATION SERVICES (ALL PACKAGES)

8.1. Supervision Group will provide the following services:

- 8.1.1. Ethical Clearance (for Transfers from another Accounting Firm)
- 8.1.2. Creation of Data Feeds
- 8.1.3. Communication and resolution of unmatched transactions
- 8.1.4. Compliance with Superstream arrangements
- 8.1.5. Collection of source documents and materials for Audit verification
- 8.1.6. Holding documentation electronically for the statutory period
- 8.1.7. Online Portfolio - updated regularly (according to Data Feed Availability) including:
 - 8.1.7.1. Banking Transactions
 - 8.1.7.2. Contribution Limits & Reporting
 - 8.1.7.3. Pension Minimums & Reporting
 - 8.1.7.4. Investment performance & Benchmark comparisons
 - 8.1.7.5. Asset Allocation
 - 8.1.7.6. Updated Listed Share prices (according to availability)
 - 8.1.7.7. Income & Franking Credit reports
 - 8.1.7.8. CGT Reports
 - 8.1.7.9. Member Reports
- 8.1.8. Telephone Support
- 8.1.9. Email Support
- 8.1.10. Corporate Secretarial (additional fees apply)
- 8.1.11. Appointment of Independent Auditor
- 8.1.12. Facilitation of Audit
- 8.1.13. Provision of Audit Report
- 8.1.14. Liaise with Auditors on behalf of the SMSF Trustee
- 8.1.15. Tax Return Creation and Tax Agent Lodgement
- 8.1.16. Financial Statements
- 8.1.17. Electronic Signing - Annual Tax Pack
- 8.1.18. Annual SMSF Review Meeting

8.2. Supervision Group reserves the right to determine the timing of the completion of the above services within the parameters of regulated deadlines and Client requirements.

8.3. The Client must sign all Tax Packs prior to lodgement by Supervision Group.

8.4. Supervision Group appoints the Auditor of our choice unless agreed to by Supervision Group.

- 8.4.1. An adjustment of fees is required if the Auditor is not appointed by Supervision Group.

9. ADDITIONAL SERVICES

9.1. Services not included in service packages but provided when required on request.

- 9.1.1. Actuarial Certificate
- 9.1.2. Adding a member

- 9.1.3. ASIC Company Search
- 9.1.4. Centrelink Schedule
- 9.1.5. Contravention Report -First
- 9.1.6. Contravention Report -every contravention after
- 9.1.7. Corporate Trustee Conversion
- 9.1.8. Direct Debit Rejection Fee
- 9.1.9. GST Registered Funds (Annual/Quarterly BAS)
- 9.1.10. Investment Strategy Builder – Facilitated
- 9.1.11. Investment Strategy Builder -Online Only
- 9.1.12. Trust Deed Update/Upgrade
- 9.1.13. Pension Establishment
- 9.1.14. Property Title Search
- 9.1.15. Quoted Accounting Work
- 9.1.16. Removing a member
- 9.1.17. Trust Deed Replacement
- 9.1.18. Unlisted Company Search
- 9.1.19. SMSF Wind Up

9.2. The above services will be invoiced separately in addition to monthly package fees.

10. CLIENT OBLIGATIONS

10.1. The client is responsible to advise Supervision Group of any changes to personal or contact details as soon as possible.

10.2. Attend to matters of compliance, including but not limited to signing and return of documents within a reasonable time and without unnecessary delay.

10.3. Responsible for accuracy and completeness of the SMSF including but not limited to providing Supervision Group with details for transactions where details have been requested or not able to be identified from data feed information.

10.4. Sign a direct debit authority to allow Supervision Group to collect fees directly from your SMSF bank account.

10.5. Maintain sufficient cleared funds always to meet the SMSF outgoings including arranging for payment of all Supervision Group invoiced fees by the due date.

10.6. Endeavour to understand and check the information that has been provided to you.

10.7. Make any payments relating to their SMSF from their designated SMSF bank account.

10.8. The Client must notify us in writing within 10 business days of any change to ownership, control, authorised persons, addresses, or other material information relevant to AML/CTF obligations.

11. SUPERVISION GROUP FEES

11.1. Any additional services not included in any published schedules are provided as a "Miscellaneous Accounting" fee.

11.2. Any Supervision Group offers labelled as "Free" only relate to services provided under Supervision Group's regular package fees. It does not include any additional services listed in our fee schedule or to any regulatory fees or brokerages paid to third party suppliers during the operation of your SMSF.

11.3. Supervision Group is unable to predict, quote or take responsibility for any additional fees or costs levied on an SMSF by third parties including but not limited to regulatory bodies or investment providers.

12. FEE INVOICING

12.1. All Service Package Fees are fixed monthly fees, raised on the 1st of each month with the due date payment stated on the invoice.

12.2. Additional one-off services will be invoiced when additional services are required.

12.3. All other service fees, including but not limited to company and/or trustee company establishments, are invoiced when the service is requested or completed. Supervision Group is not obliged to commence or provide the related services invoiced until the corresponding fee amount is paid in full.

12.4. Clients will be notified of invoices that remain overdue.

12.5. Invoices are delivered by email to the nominated contact email address. The Client may request in writing, for invoices to be sent to multiple delivery contacts and are responsible to advise any changes to details of nominated contacts.

12.6. The Client will raise any queries or disputes on service details or invoiced amounts to be raised to Supervision Group as soon as identified.

13. PAYMENT TERMS

13.1. Clients are required to pay any Supervision Group fees via direct debit.

13.2. Where direct Debit authorisation is not provided or no direct debit arrangement is in place, the Client accepts that monthly fee payment surcharge may be applied.

13.2.1. The Client can elect to change payment types and commence a direct debit at any time to waive any payment surcharges.

13.3. If Client SMSF's have insufficient funds to cover monthly direct debit liabilities, the Client will be asked to pay the outstanding invoice/s out of personal funds.

13.3.1. A "non-concessional contribution" will be applied to one or multiple members of the SMSF.

13.3.2. The timing of these transactions may not allow personally paid fees to be reimbursed from the SMSF back to the Client.

13.3.3. The Client accepts that any rejection fees imposed due to insufficient funds will be added to their next monthly fee.

13.4. Newly established SMSF will be provided additional time to comply with the conditions above.

13.4.1. SMSF's can be unfunded for 3 months from date of application until any personal funds are required to fund the SMSF. No surcharges or rejection fees will be applied during this 3-month period.

13.4.2. Fees will accrue from the application date and be settled once the SMSF is funded.

13.5. Where personal funds are used to pay SMSF-related fees, this may constitute a non-concessional contribution depending on ATO rules. Supervision Group does not provide tax advice and makes no representation regarding the tax treatment of such payments.

14. OVERDUE/OUTSTANDING AMOUNTS

14.1. Fees outstanding for 3 or more months are considered a breach of the agreement terms & conditions and services may be suspended until all outstanding fees are paid.

14.2. Fees outstanding for 6 months or more is considered a serious breach of the agreement terms & conditions and may result in the immediate termination of the agreement.

14.2.1. The 1-month notice period is considered to be provided if the agreement is terminated under this clause.

14.3. The Client acknowledges and agrees that where payment is not made following issue of "Letter of Demand" for any amounts outstanding, any debt collection or subsequent legal action costs undertaken by Supervision Group in relation to the outstanding amount will be due and payable by the Client.

14.4. Any workings or reports created by Supervision Group for Clients will not be released until full payment of overdue amounts has been completed.

14.5. Supervision will provide a 14-day written cure period before suspension of services, except where immediate suspension is required by law.

15. CONSEQUENCES OF SUSPENSION OF SERVICES

15.1. Where services under this agreement have been suspended, the Client waives all service obligations under this agreement including any loss suffered by the Client during or because of the services being suspended or subsequent reinstatement.

15.2. During suspension caused by Client breach, we may charge only those fees reasonably required to maintain statutory record-keeping and minimum compliance functions. Where suspension is not caused by the Client, monthly Service Package Fees will be paused.

15.3. The Client acknowledges the reinstatement of services is at the sole discretion of Supervision Group and subject to payment of any outstanding fees due. A reinstatement fee may also be charged.

16. TERMINATION

16.1. This agreement may be terminated by either party on giving one (1) months' written notice and required from one or more of the SMSF trustee/directors. No reason need be given for the termination.

16.2. Monthly service fees will cease in the month following the receipt of written termination. All previously invoiced amounts remain due and payable.

16.3. Monthly service fees are charged in advance and are non-refundable for services already provided.

16.4. Upon termination, we will provide an electronic copy of relevant SMSF records within 10 business days of receiving all outstanding payments.

17. TRANSFER OF SERVICES

17.1. Where services are to be transferred to another provider, upon written request, an electronic copy of all relevant SMSF documents and records will be delivered to the Trustee, at the last known address, or other nominated party at the earliest time after any necessary services have been completed and all outstanding fees paid.

17.2. Unless otherwise agreed, all Supervision Group service obligations, including but not limited to the SMSF compliance and administration services, for the current financial year will cease. The Client will be responsible for arranging the annual return, regulatory reporting and audits for the current financial year and any other work that would have been completed by Supervision Group and the cost of each of these activities.

18. SMSF WIND-UP

18.1. Commencement of services to wind up the SMSF is subject to payment of the wind-up fee. Any additional fees identified during undertaking the Wind-up will be advised and agreement sought separately. Completion of the Wind-up service may be subject to agreement being provided.

18.2. SMSF wind up is subject to the following requirements;

18.2.1. Sale or transfer of all SMSF assets out of the SMSF

18.2.2. Any outstanding taxation and SMSF liabilities must be paid

18.2.3. Members must provide details of Roll Over Out requirements if they are ineligible to release money out of Superannuation.

18.2.4. Where wind-up requires AML/CTF verification or sanctions screening of beneficiaries, completion timelines may be extended as required by law.

18.3. Upon finalisation of Wind-up, an electronic copy of all relevant SMSF documents and records will be delivered to the Trustee, at the last known address, or other nominated party at the earliest time after all necessary services have been completed and all outstanding fees paid.

19. OTHER

19.1. Where the agreement is terminated within 12 months from application date, a termination fee may be applicable in addition to the applicable monthly Service fee.

19.2. We may vary these Terms where required to reflect changes in law, regulatory guidance, security standards, or service improvements. We will provide at least 30 days' written notice. If you do not agree with the variation, you may terminate before the effective date.

20. OWNERSHIP & RISK

20.1. Title to documents prepared for the SMSF do not pass to the Client until payment of all outstanding fees payable to Supervision Group, including any termination fee, have been made.

20.2. Until payment is received, Supervision Group is not obligated to supply documents and information to the Client, but the Client is treated as having received those documents and services.

20.3. Regardless of fee disputes, we will provide copies of documents necessary for the Client to meet statutory obligations (e.g., lodged tax returns, audit reports).

20.4. All risks of compliance with company, superannuation and taxation legislation and regulations remains the responsibility of the Client from termination date.

20.5. Supervision Group does not take responsibility for the security or loss of SMSF documents and records during or after delivery to the Trustee or another nominated addressee.

21. IDENTITY VERIFICATION AND AML/CTF OBLIGATIONS

21.1. The Clients acknowledge and agree that Supervision Group must comply with all applicable Australian anti-money laundering and counter-terrorism financing laws and regulations, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and associated rules (together AML/CTF Laws), including reforms applicable to Tranche 2 services.

21.2. As part of these obligations, you consent to Supervision collecting, verifying, using, disclosing, and retaining information reasonably required to:

- (a) verify your identity;
- (b) verify the identity of any authorised person; and
- (c) identify and verify any beneficial owner or controlling person (generally a person holding 25% or more ownership or control, or the senior managing official).

21.3. You agree to provide information that is true, accurate, current, and complete upon request, and to promptly notify Supervision Group of any changes to that information.

21.4. You authorise Supervision Group to use third-party service providers to conduct identity verification, electronic verification, customer due diligence, politically exposed person (PEP) screening, sanctions screening, and any other checks permitted or required under AML/CTF Laws, and to share information as permitted by law.

21.5. Supervision Group may delay, refuse, suspend, restrict, or terminate access to services, or decline to establish or continue a business relationship, where:

- 21.5.1. (a) required by AML/CTF Laws or sanctions laws;
- (b) you fail to provide information requested; or
- (c) Supervision is unable to complete customer due diligence to its satisfaction.

21.6. Supervision may be prohibited by law from informing you of certain actions taken under AML/CTF Laws, including the submission of suspicious matter reports, where disclosure could prejudice an investigation.

21.7. AML/CTF records will be retained for at least seven (7) years, or for such longer period as required by law."

21.8. Where services involve international value transfer systems (IVTS) or the "travel rule", you authorise Supervision to collect, use, and transmit required originator and beneficiary information in accordance with AML/CTF Laws."

22. STORAGE OF PERSONAL INFORMATION

22.1. We are committed to being responsible data custodians, protecting your privacy and ensuring that your personal information does not get misused. We take our obligations to you seriously and understand how important it is that your personal information is kept secure and not disclosed to any unauthorised entities or used for any unauthorised

purposes. We also understand and respect that, in the event of a notifiable data breach, you are entitled to be made aware of this breach so you can take appropriate actions to protect yourself.

22.2. The measures we can put in place to protect your personal information and data include (but are not limited to):

- 22.2.1. The ability to apply two factor (2FA) authentication to access all sensitive applications (not on an application-by-application basis)
- 22.2.2. Restriction of remote access to specific locations and/or block overseas access to our systems.
- 22.2.3. Track and monitors attempted access to our systems and identify suspicious activity.
- 22.2.4. Log usage in an audit trail and retrospectively determine the suspected source of a breach to report to authorities. With this tool we can see what applications were accessed, when they were accessed and from where.
- 22.2.5. Terminate user access to all sensitive cloud applications by disabling a single user account.
- 22.2.6. Remotely wipe mobile devices in the event they're breached, lost or the user associated with the device is terminated
- 22.2.7. We can restrict access to reasonable times such as business hours.
- 22.2.8. We are able to share access to applications using a single user ID without having to divulge cloud app passwords to staff.
- 22.2.9. Our staff only need to remember one single password to all sensitive applications decreasing the risk associated with 'password sprawl'.
- 22.2.10. The ability to federate our identity systems so that access to desktops, servers and browser-based cloud applications are accessed via one single identity.
- 22.2.11. We have policies and documentation in place that educates and sets expectations on best practice password and access management to staff in the form of an IT and Internet usage policy.
- 22.2.12. Third party access agreements that govern and limit liability in the event a third party such as an IT contractor or outsourced provider should breach our data security policies
- 22.2.13. A privacy policy that makes clear how we manage client information
- 22.2.14. A data breach response plan that lays out the steps we take in the event of a breach and communicates our obligations under the Notifiable Breach Legislation
- 22.2.15. In the event of material breaches a specialist data security legal service provider will be appointed to support the remediation and notification requirements of such a breach.
- 22.2.16. A retainer-based engagement with a specialist cyber-security firm that provides guidance and best practice systems to protect our clients' privacy
- 22.2.17. We also have access to external advisors with expertise to handle privacy and data protection matters.

22.3. Security measures described in this section represent reasonable organisational and technical controls. They do not constitute warranties, but rather reflect our commitment to applying best-practice protections proportionate to risk.

23. RELEASE AND INDEMNITY

- 23.1. Supervision Group gives an undertaking that in providing the accounting and administration services, it will exercise all reasonable care and skill.
- 23.2. The Client acknowledges that Supervision Group does not give investment or legal advice and is not liable for the rate of return or investment decisions for the SMSF.
- 23.3. Other than for payment of its fees from the operating cash account, Supervision Group does not manage, control or have access to transact on any of the investments or accounts.
- 23.4. Supervision Group is not responsible for any loss resulting from establishing and running your SMSF, including any adverse performance of the investments.
- 23.5. Supervision Group is not responsible for any act, omission, deceit, neglect, mistake or default of any person including, without limitation of Supervision Group's staff and representatives, except for proven direct loss attributable to the gross negligence, deceit or fraud by Supervision Group.
- 23.6. To the extent permitted by law, our aggregate liability in any 12-month period is capped at the total Service Package Fees paid for that period, except for fraud, wilful misconduct, or statutory guarantees that cannot be excluded.
- 23.7. The Client indemnifies Supervision Group against all claims made against Supervision Group or suffered by Supervision Group as a direct or indirect result of the Client failing to comply, or failing to comply in sufficient time, with any of the Client's responsibilities as Trustee. The Client acknowledges and confirms that any reference to the obligations of the Trustee includes the obligations of the member and vice versa.

24. INVOLVEMENT OF OTHERS AND OUTSOURCED SERVICES

- 24.1. We may as part of our engagement, utilise the services of an external staff member, consultant or expert.
- 24.1.1. Any additional costs associated with an external party will be provided to the Client for approval prior to commencement of quoted services.
- 24.1.2. Timeframes for completion will be provided as an estimate only.
- 24.2. Acceptance of our services in conjunction with this document indicates your acceptance of the use of outsourced services as described. Where the outsourced service requires the disclosure of personal information to an overseas recipient, Supervision Group is required to take all reasonable steps to ensure all obligations as contained in the Privacy Act are complied with.
- 24.3. Where data is transferred overseas, we will take reasonable steps to ensure compliance with the Australian Privacy Principles and that appropriate contractual safeguards are in place.
- If you engage any third parties to provide services or information that impact our ability to deliver the agreed services, we will notify you. You agree to indemnify us for any loss, liability, or cost we incur as a result of our reliance on those third-party services

25. VARIATIONS TO AGREEMENT TERMS AND CONDITIONS

25.1. Supervision Group may vary the terms and conditions set out in this document at any time. Current copies of terms and conditions can be found on our website. www.supervision.com.au

26. AGREEMENT

26.1. By using Supervision Group's services, the Client acknowledges that they are engaged for the receipt and benefit of those services and agree to be bound by all preceding terms and conditions.

26.2. This Agreement is governed by the laws of the State of Western Australia, and the parties submit to the non-exclusive jurisdiction of its courts.