

# PRIVACY STATEMENT

## 1. About this Privacy Statement

Serving our customers effectively, securely and as conveniently as possible is considered vitally important to ITG. We recognise that some people have concerns about the performance of online technology and how their personal information will be stored and used.

We understand the importance people place on their personal information. At ITG we are committed to ensuring that all information collected by us is treated with the appropriate degree of privacy and confidentiality.

The following Privacy Statement is intended to provide you with a detailed explanation of how and when we collect your personal information, how it is stored and distributed within ITG.

## 2. Collection of Personal Information

The nature of personal information collected and maintained by ITG generally comprises name, address, tax file number, banking details and personal contact details (including phone and email addresses). This information is collected for the purpose of establishing and maintaining a service provider relationship with you. Providing incomplete or incorrect information may mean that we are unable to provide you with the level of service that you are seeking.

To monitor and improve our service we collect information on web site activity such as the number of users who visit our web site, dates and times of visits, number of pages viewed, navigation patterns and systems used to access our site and when entering our site from another site, the address of that site. This information does not identify an individual but it does provide ITG with statistics that we can use to analyse and improve our web site.

We do not collect or store information about anyone's political or religious beliefs, ethnic background or sexual preferences.

## 3. How is your information used?

We collect the information to help us provide accurate and up to date information about our business, the services and the products we provide. The collection of information is also essential in enabling us to deliver a service to our customers.

The information collected is used for:

- Providing customers with the designated services through ITG
- Developing new services and products
- Improving the quality of our service delivery
- Preventing unauthorised access to customer information
- Business and statutory reporting purposes
- Marketing our services and products
- Compliance with Laws and Regulations

#### **4. Disclosure of Personal Information**

We may distribute customer information within the businesses that operate under the ITG brand or to conduct specialised activities such as high volume email mail-outs or to supply specialised products such as value added service offerings.

No external organisations will receive your personal information from ITG.

#### **5. Protection of Customer information**

ITG ensures that all customer data is kept securely and in accordance with prevailing laws. We will take all reasonable precautions to protect your personally identifiable information from loss, misuse or unauthorised alteration.

Our employees understand their responsibility to protect and use correctly, information provided by our customers.

#### **6. Accessing Your Personal Information**

You can request us to provide you with access to information we hold about you. If we are able to, we will provide you with access. A fee may apply to providing you with such access but only where the request to provide the information takes up a considerable amount of time. Normally a fee will not apply. The information we can provide is limited to the personal information we hold about you and the services and products that we supply to you.

If we are unable to agree to your request, we will explain why.

#### **7. Keeping Your Information Up to Date**

We will do our best to keep your personal information accurate, complete and up to date. You can help us with this by advising us if you believe that any of the information we hold is incomplete or inaccurate.

#### **8. Information collected through our website**

To evaluate the effectiveness of our web site, its presentation and content we may use third parties to collect and analyse statistical data. No personal information will be collected in these exercises and the third party service supplier will not have access to any of your personal information.

#### **9. If the Privacy Statement Changes**

If we change this Privacy Statement we will post the changes on this page so that you understand what information we collect and how it will be used.

#### **10. Contact ITG about Your Privacy**

If you require further information about this statement or if you think we have breached any aspect of this Privacy Statement please contact us:

By email to: [mhoare@myITG.com](mailto:mhoare@myITG.com)

By phone in Australia on +61 1300 654 484 between 9.00am and 6pm Monday to Friday.

Or by writing to the address below:

Chief Privacy Officer  
ITG  
Level 9, 2-26 Elizabeth Street  
Melbourne VIC 3000

## **STANDARD TERMS OF BUSINESS**

### **DEFINITIONS**

"Act" means the Income Tax Assessment Acts 1936 and 1997;

"ATO Rulings" means the Australian Tax Office Ruling IT 2503, and all other rulings of the Australian Tax Office relevant to the tax treatment of professional service companies and their consultants;

"Consultant" means either the individual consultant or the Pty Ltd company that the consultant is engaged through for the assignment;

"Establishment Costs" means the Managers costs of establishing any special business, financial or tax structures for the Consultant at the Consultants request, but does not include the costs associated with the incorporation and establishment of the Company;

"Management Fee" means the fee payable to the Manager;

"month" means calendar month;

"Client Information" means information relating to the technology, technical processes, business affairs, financial affairs of a client of the Company or of any associates, suppliers or customers of a client of the Company;

### **INTERPRETATIONS**

Headings are for convenience only and do not affect the interpretation of the Agreement;

The following rules apply unless the context requires otherwise;

- a. The singular includes the plural and vice versa
- b. A gender includes all genders
- c. If a word or phrase is defined, its other grammatical forms have a corresponding meaning
- d. A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them
- e. A reference to a clause or Schedule is a reference to a clause or Schedule to the Agreement
- f. A reference to an agreement or document (including without limitation a reference to the Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by the Agreement or that other agreement or document
- g. A reference to a party to the Agreement or another agreement or document includes the partys successors and permitted substitutes or assigns (ad, where applicable, the partys legal personal representatives)

- h. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it
- i. A reference to writing includes a facsimile or email transmission and any means of reproducing words in a tangible and permanently visible form.

#### **COSTS AND STAMP DUTY**

Each party shall bear its own legal costs arising out of the negotiation, preparation and execution of this Agreement.

Any stamp duty, registration fees or other government charges which may be payable on or in connection with this Agreement in any jurisdiction shall be borne by the Company.

#### **NOTICES**

Any demand, consent, notice or other communication ("notice") authorised or required to be made or given hereunder shall be in writing and may be given by Email, facsimile transmission, post or hand to a party at the party's address stated above, or to such other address as a party may notify the other party from time to time.

A notice:

- given by Email or facsimile transmission shall be deemed to be a notice in writing given on the business day following the day of dispatch;
- sent by prepaid post shall be deemed to have been given on the second business day following the day on which it was posted;
- delivered by hand during normal business hours on a business day shall be deemed to have been given on that day, or in any other case of hand delivery shall be deemed to have been given on the business day following the date of delivery.

#### **COMMISSIONS AND INVESTMENT ADVICE**

The Consultant acknowledges that the Manager may receive commissions from insurance premiums paid as a part of the Consultants salary package arrangements. The Consultant agrees that these commissions may be retained by the Manager, and must be reported to the Consultant by the Manager upon request.

The Manager shall ensure that only licensed tax agents who are members of the Institute of Chartered Accountants in Australia or the Australian Society of Accountants or the National Institute of Accountants are engaged to prepare the Consultant's tax returns.

#### **GENERAL**

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining provisions of this Agreement which shall remain in full force as though the illegal, void or unenforceable provision had been deleted from the Agreement.

The rights and obligations of each party under this Agreement are personal. They cannot be assigned, encumbered or otherwise dealt with and no party shall attempt, or purport, to do so without the prior written consent of the other party.

Each party agrees to do all such things and execute all such deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it. This Agreement may only be amended by an agreement in writing which is executed by both parties.

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

The Consultant acknowledges and agrees that they engage the Company and Manager as independent contractors and that they shall not be deemed to be an employee of the Company or Manager. The Agreement does not establish a relationship of employment, partnership or joint venture between the Consultant, the Company and the Manager.

The Consultant shall indemnify the Company and the Manager against any claims, demand or action which may be made or brought against the Company or the Manager in connection with or arising out of the Consultants arrangement with the Company including, without limitation, any claim, demand or action made or brought by the Company, an employee of the Company or a client of the Company.

## **HEALTH INSURANCE FOR SPONSORED CONSULTANTS**

The Consultant is required to obtain, maintain and provide evidence of a valid health insurance policy for them and their dependants for the duration of their consulting assignment with the Company.

The Consultant agrees that they will be personally liable for all expenses for costs associated with elective surgery, medical check ups, dental visits and medicines. The Consultant also agrees that they will be personally liable for any repatriation costs incurred as a result of either medical or any other reasons.

## **GOVERNING LAW AND MEDIATION**

This Agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement.

If any dispute or difference arises between the parties as to the construction or operation of this Agreement, it shall first be referred for decision to the senior partner by age of the accounting firm appointed to handle the accounting and taxation affairs of the Company.