

1 Introduction

- a) These Terms along with the Client Engagement Form, the Direct Debit Authority Service Agreement, the Services Schedule, Fee Schedule and/or any Fee Quote constitute your agreement with SuperGuardian ("Agreement") for the provision of the Services.
- b) By submitting a Client Engagement Form (including electronically) you agree to be bound by the Agreement.
- c) In the event of any inconsistency between the documents constituting the Agreement, the order of priority in which each document will prevail to the extent of the inconsistency is the order set out in clause 1(a). To avoid doubt, these Terms will overall prevail to the extent of any inconsistency.

2 Services

- a) Subject to this Agreement, SuperGuardian provides the following services ("Services"):
 - i. Establishment Services in accordance with clause 3;
 - ii. Administration Services in accordance with clause 4; and
 - iii. providing your Adviser with access to Hive in accordance with clause 9.
- b) The Services provided to you will be set out in the Client Engagement Form and as we are otherwise engaged by you to provide from time to time.
- c) We may from time to time vary, modify or discontinue any or all of the Services by providing you with 30 days prior written notice.

3 Establishment Services

- a) You may instruct us to establish a self-managed superannuation fund ("SMSF") in the Client Engagement Form. If you do, we will:
 - i. Instruct a third-party legal provider to prepare the documentation required to establish an SMSF;
 - ii. If required, instruct a third-party provider to incorporate a company to act as the corporate trustee of the SMSF.
- b) We do not recommend or otherwise endorse the accuracy of the services provided by third-party providers under clause 3(a). It is your responsibility to ensure that the services are accurate and otherwise meet your personal circumstances and objectives.
- c) You may instruct us to provide Services to an SMSF which is already in existence in the Client Engagement

Form. If you do, then we will prepare the relevant documents to affect the transfer of the SMSF to SuperGuardian. You must provide us with any reasonable assistance to help us transfer your SMSF to SuperGuardian.

4 Administration Services

- a) We will provide the Administration Services as set out in the Services Schedule.
- b) The Services Schedule is available on our website.
- c) You may request that we provide you with other services that we may offer from time to time ("Additional Services"). The scope and fees of any Additional Services will be provided to you in a Fee Quote. You must accept the Fee Quote before we will commence to provide any Additional Services. Additional Services are governed by this Agreement.
- d) You must comply with any terms, condition or requirement imposed in the Services Schedule with respect to the Administration Services and Additional Services.

5 General Advice

We hold an AFSL (AFSL No. 485643) and are authorised to provide general advice and dealing services with respect to various financial products. General advice is financial advice that does not take your personal circumstances into account. If general advice is provided, it is provided on the basis that it does not consider your personal circumstances. You should consider whether any advice is appropriate for you before making a decision. Dealing activities will only be undertaken on an execution-only basis, which means that SuperGuardian will only give effect to your express instructions. The final decision is always your own.

6 Fees

- a) The Services are subject to the fees ("Fees") which are set out, and payable in accordance with, our Fee Schedule.
- b) Additional Services will be payable at the rate or on any other terms set out in the Fee Quote.
- c) Fees accrue each month throughout the financial year in which Services are provided.
- d) We will also be entitled to be reimbursed for any fees or expenses we have paid on your behalf in accordance with the Fee Schedule ("Reimbursement Charges").
- e) We will issue a Tax Invoice to you in respect of all Fees and Reimbursement Charges that are payable by you in accordance with this Agreement.

7 Deduction Of Fees

- a) You must ensure that at all times SuperGuardian has a valid Direct Debit Authority Service Agreement under which SuperGuardian may debit amounts that it is entitled to receive under this Agreement.

- b) If a transaction cannot be processed pursuant to the Direct Debit Authority Service Agreement for any reason, including because of insufficient funds, you will be liable to pay the Dishonour Fee.
- c) Fees, Reimbursement Charges and Dishonour Fees are payable at the times prescribed in the Fee Schedule.
- d) If an amount payable by the Client remains overdue for 30 days, we will charge you default interest from that date until the amount is paid in full. Default interest is charged at the rate equal to the Cash Rate Target (being the percentage (or maximum percentage) specified by the Reserve Bank of Australia as the Cash Rate Target) as at the date of the invoice plus 5%
- e) Title to any documents prepared in connection with the Services does not pass to you until all amounts are paid in full to SuperGuardian. SuperGuardian retains ownership of all working papers and draft documents relating to you and/or the SMSF. Until payment is received in full, SuperGuardian is not obligated to supply documents and information to you.

8 Our Obligations

- a) You acknowledge and agree that SuperGuardian will have no obligations under this Agreement until such time as you have:
 - i. Completed and returned the Client Engagement Form and all SMSF establishment or transfer documentation requested by SuperGuardian.
 - ii. Paid any outstanding Fees to SuperGuardian in full; and
 - iii. Signed the Direct Debit Authority Service Agreement and returned this to SuperGuardian.
- b) SuperGuardian undertakes that in providing the Services, it will exercise reasonable care and skill.
- c) SuperGuardian will be deemed to have notified all trustees of the SMSF if SuperGuardian notifies the primary contact elected on the Client Engagement Form. Notification may be made by SuperGuardian by email or by phone.
- d) SuperGuardian solely relies on information and documents provided in undertaking the Services. SuperGuardian does not provide forensic services and will not consider the validity or appropriateness of any transactions undertaken by the SMSF.
- e) Where the Agreement expresses that SuperGuardian will provide Services upon the request or direction of the Client (or words to that effect), SuperGuardian will only provide such Services after receiving a written request or direction from the Client. SuperGuardian will not be under any obligation to remind or otherwise take steps to undertake any Services which this Agreement only requires SuperGuardian to perform after receiving

instructions from the Client.

- f) SuperGuardian may use third-party service providers to facilitate our provision of Services from time to time ("Service Providers"). We may be unable to provide, or continue to provide, the Services if a Service Provider is unable to perform its obligations. We will not be liable for any loss, liability or damages you suffer as a result of any breach or non-performance of obligations by any Service Provider.
- g) SuperGuardian will maintain such professional indemnity insurance it is required to hold to comply with its legal and regulatory obligations.
- h) a) You acknowledge and agree that SuperGuardian may use employees, contractors, related entities and service providers located outside Australia (including its offshore operations) to assist SuperGuardian in providing the Services.

9 Hive

- a) Hive is an integrated platform developed and operated by SuperGuardian to facilitate the administration and management of your SMSF. Hive may be used by us to:
 - i. Request information, documentation and instructions from you, your Adviser and other authorised third parties;
 - ii. Provide information, updates, reports and other communications relating to your SMSF;
 - iii. Share documents and records relating to the Services;
 - iv. Manage administration, compliance and workflow tasks associated with the Services; and
 - v. Provide authorised users with access to information relating to your SMSF.
- b) You acknowledge and agree that SuperGuardian may use Hive as a primary method of communicating with you, your Adviser and other authorised parties in connection with the Services.
- c) You authorise us to provide your Adviser with access to Hive and to information relating to your SMSF where we reasonably believe that the Adviser is acting on your behalf or has authority to act in connection with your SMSF. We are not required to notify you each time access is granted, modified or used by your Adviser.
- d) It is your responsibility to notify us if you do not wish for your Adviser to access Hive, or if your Adviser has ceased to act as your adviser or otherwise no longer has authority to access Hive.
- e) You authorise and direct us to:
 - i. Accept instructions relating to the Services from your Adviser to the extent permitted by law and our internal policies;
 - ii. Provide information, documents and

- records relating to your SMSF and the Services to your Adviser; and
 - iii. Communicate directly with your Adviser through Hive or otherwise regarding matters relevant to your SMSF.
- f) You authorise us to exchange information, documents and communications through Hive with any third party whom you, your Adviser, or another authorised representative has authorised to act in connection with your SMSF, including auditors, accountants, financial advisers, brokers, lenders, solicitors and service providers.

10 Client Obligations

- a) You acknowledge and agree that:
 - i. You will provide all material, information and assistance requested by SuperGuardian to provide the Services in a full and timely manner;
 - ii. You will provide SuperGuardian with all required authorities as necessary to allow SuperGuardian to provide the Services, including data feed and access authorities;
 - iii. You will provide SuperGuardian with all valid instructions reasonably necessary to enable SuperGuardian to provide the Services, and where SuperGuardian requests instructions, that you will provide those instructions in a timely manner;
 - iv. You will promptly inform SuperGuardian of any material change to the SMSF, or SMSF members;
 - v. You will ensure that all information relating to the SMSF or SMSF members provided to SuperGuardian (including in the Client Engagement Form) is and remains true, accurate, complete and not misleading;
 - vi. You will immediately notify us if your email address, personal device or systems have been hacked, compromised or otherwise accessed by an unauthorised party;
 - vii. You must successfully complete a verification check that we may reasonably require you to perform from time to time to verify your identity and otherwise comply with our legal obligations;
 - viii. You will comply with all taxation self-assessment obligations and maintain all necessary records which are relevant to such obligations; and
 - ix. SuperGuardian will rely on the information or material provided by you and is not obliged to verify such information to confirm its accuracy, validity or completeness except to the extent required by law or regulatory obligations. This includes, but is not limited to, documents which on their face purport to have been signed by the relevant members or trustees of the SMSF.
 - x. The Client must promptly notify SuperGuardian if they become aware of any cyber incident, fraud, identity theft or

unauthorised access which may affect the Services or the security of information relating to the SMSF.

- b) You acknowledge that:
- i. You are solely responsible for managing the SMSF's assets in accordance with the SMSF's investment strategy and ensuring that the SMSF's funds are invested appropriately;
 - ii. You are solely responsible for complying with the SMSF's trust deed and applicable laws, including the Superannuation (Industry) Supervision Act 1993 (Cth);
 - iii. SuperGuardian does not provide any personal financial product advice, investment advice or legal advice and therefore does not take any responsibility for the investment strategy or decisions of the SMSF; and
 - iv. You are solely responsible for the operation, management and compliance of the SMSF.
- c) You undertake to:
- i. Ensure that SuperGuardian is the sole administrator of the SMSF;
 - ii. Not provide access to the Platform to any other person;
 - iii. Assist SuperGuardian by, within a reasonable time and without delay, providing SuperGuardian with any documents or information that SuperGuardian may reasonably request from you that is necessary for the provision of the Services;
 - iv. Immediately notify SuperGuardian if you receive a determination that the SMSF is non-complying or for any reason ceases to exist or of any other matter that may affect the administration of the SMSF; and
 - v. Notify SuperGuardian as soon as practicable where any information previously supplied to SuperGuardian has changed or is incorrect.

**11 Anti-Money
Laundering and
Counter-Terrorism
Financing (AML/CTF)**

The Client acknowledges and agrees that SuperGuardian is subject to obligations under applicable anti-money laundering and counter-terrorism financing laws, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

The Client must provide all information and documentation reasonably requested by SuperGuardian to enable it to comply with its obligations under applicable AML/CTF laws, including but not limited to information required to verify the identity of the Client, any SMSF members or trustees, and any beneficial owners, as well as information relating to the source of funds and, where reasonably required, source of wealth.

The Client warrants that all information provided to SuperGuardian in connection with AML/CTF requirements is true, complete and not misleading and agrees to promptly notify

SuperGuardian if any such information changes or becomes inaccurate.

SuperGuardian may, at its absolute discretion and to the extent permitted by law, refuse to provide, delay the provision of, suspend, or terminate any Services where SuperGuardian is unable to satisfactorily verify the identity of the Client or any relevant person, or where SuperGuardian suspects or identifies any potential non-compliance with applicable AML/CTF laws or internal compliance requirements.

The Client acknowledges that SuperGuardian is required to undertake ongoing customer due diligence and monitoring of the Client relationship and may request updated information or documentation from time to time in order to comply with its legal and regulatory obligations. The Client agrees to provide such information promptly upon request.

The Client acknowledges and agrees that SuperGuardian may be required by law to disclose information relating to the Client, the SMSF, or any related transactions to regulatory or government authorities, including AUSTRAC, without prior notice to the Client, and that SuperGuardian will not be liable for any loss, damage or liability incurred by the Client as a result of such disclosure.

The Client consents to SuperGuardian using electronic identity verification services and other reasonable methods to verify identity and comply with AML/CTF obligations.

Failure by the Client to provide requested information or documentation in a timely manner may result in delays in the provision of Services, suspension of Services, or termination of this Agreement. The Client acknowledges that SuperGuardian will not be responsible for any loss or damage arising from such delay, suspension or termination.

The Client indemnifies SuperGuardian against any loss, liability, cost or expense arising from the Client's failure to provide accurate, complete, or timely information required under this clause or arising from the Client's breach of any AML/CTF obligations under this Agreement.

SuperGuardian may undertake risk assessments, ongoing customer due diligence and enhanced customer due diligence where required by law or where SuperGuardian reasonably considers it necessary to manage legal, regulatory or financial crime risks.

12 Warranties

a) You represent and warrant that:

- i. You have the necessary power, capacity and ability to fulfil your obligations under this Agreement;
- ii. You understand that the Services are provided on an execution-only basis and that we are not providing you with any advice or recommendations with respect to the Services, including whether they are appropriate for your personal circumstances;
- iii. Your use of the Services will not contravene any applicable law or

- regulation;
- iv. You will only use the Services in accordance with this Agreement;
- v. You have authority to bind the SMSF pursuant to the constituent documents of the SMSF and applicable laws; and
- vi. Where there is more than one individual trustee or director of a corporate trustee, any decision or instruction provided to SuperGuardian by you binds all of the trustees/corporate trustee (as applicable).

- b) The warranties in this clause 11 are repeated each day during the Agreement.

13 Limited Power of Attorney

- a) You agree to appoint SuperGuardian Administration Pty Ltd as attorney to do such things as are reasonably required for the attorney to perform the Services and you agree to execute a limited power of attorney instrument in a form and substance required by SuperGuardian for this purpose.
- b) You agree to ratify anything done by the attorney under the limited power of attorney provided for the purposes of clause 12(a). An attorney may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation.
- c) You agree to indemnify and pay on demand to the attorney any expenses or liabilities incurred by the attorney which arise from the lawful exercise of any right by the attorney under the power of attorney provided for the purposes of clause 12(a).

14 Intellectual Property

- a) We own all right, title and interest in the Services, Hive and associated content, services marks, logos, Website and other materials produced by SuperGuardian ("SG Intellectual Property").
- b) You are only permitted to use the Services and SG Intellectual Property in accordance with this Agreement. We grant you a revocable, non-exclusive and non-transferable licence to use the SG Intellectual Property during the period you use our Services.

15 Promotions

We may make certain offers or carry out promotions or contests ("Promotions"). Additional terms may apply to Promotions. In the event of any inconsistency between this Agreement and the terms of any Promotion, the terms of the Promotion prevail over this Agreement to the extent of any inconsistency.

16 Liability

SuperGuardian's liability is limited by a scheme approved by Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Council's website at the following link: <https://www.psc.gov.au/>

17 Termination

- a) This Agreement may be terminated without cause by either party providing 30 days written notice to the other party.
- b) This Agreement may be terminated immediately by written notice to the other party if the other party breaches the Agreement, and in the case of a breach which is capable of being remedied, does not remedy that breach within 5 Business Days of being required in writing to do so.
- c) If this Agreement is terminated, then:
 - i. You will be responsible for arranging the annual return, regulatory reporting and audits for the current financial year and any other work that would have previously been completed by SuperGuardian and the cost of each of these activities; and
 - ii. Subject to any outstanding Fees being paid in full, SuperGuardian will provide a copy of all documents held by SuperGuardian.
- d) Termination of this Agreement does not affect any obligations incurred on or prior to the date of termination.

18 Links

The Services may contain links to other third-party websites and advertisements which include embedded links, which are provided for your information only. We have not reviewed any of the sites linked to the Services and are not responsible for the content or accuracy of any offsite pages or any other sites linked to the Services. The inclusion of any link or advertisement does not imply that we endorse or approve the linked site or the subject matter of the advertisement. You access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

19 Force Majeure

We will not be liable for our inability to perform our obligations under this Agreement as a result of an act of God, national emergency, war, act of terrorism, a change in governmental regulations which would have a prohibitive impact on services under or related to this Agreement, labour dispute (other than a dispute that only affects us), or any other cause beyond our reasonable control ("Force Majeure Event"). If such a Force Majeure Event occurs, we must use all reasonable endeavours to overcome that Force Majeure Event.

20 Privacy

We will collect, handle and use your personal information in accordance with our Privacy Policy, which is available at www.superguardian.com.au ("Privacy Policy"). Our Privacy Policy contains important information about the purposes for which we collect personal information, the entities to which we may disclose the information we collect (including any overseas disclosures that we may make), how you can access and seek correction of the personal information we hold about you or how you can make a complaint about our handling of your personal information.

Your personal information may be disclosed to third-party service providers and Overseas Personnel located outside

Australia where necessary to provide the Services. Further information regarding overseas disclosures is contained in our Privacy Policy.

21 TPB

- a) SuperGuardian is a registered tax agent with the Tax Practitioners Board. You may access our public registration details via the TPB register, available at: www.tpb.gov.au/public-register
- b) As a registered tax agent, SuperGuardian is required to provide the Services in accordance with all applicable laws and regulations, including those prescribed by the Tax Agent Services Act 2009 (Cth) and TPB Code of Professional Conduct.

22 Dispute Resolution

If you wish to make a complaint about the Services, please refer to our Financial Services Guide (available at www.superguardian.com.au) for information on our complaint's procedures.

23 General

- a) We may vary this Agreement (including, for the avoidance of doubt, Services Schedule and Fee Schedule) from time to time where reasonably required for legal, regulatory, operational or security reasons. We will provide you with at least 30 days' prior written notice of any material change. By continuing to access the Services once the revised Agreement has become effective, you agree to be bound by such revised Agreement. If you do not agree to the revised Agreement you must not access the Services and you may terminate this Agreement by providing written notice within the notice period.
- b) If any part of this Agreement is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible, and the remainder will remain in full force and effect.
- c) This Agreement is governed by the laws of South Australia. Each party submits to the non-exclusive jurisdiction of the courts of South Australia.
- d) This Agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- e) Neither party will be liable for any failure or delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond that party's reasonable control.
- f) You agree that we may communicate with you electronically for all aspects of your use of the Services, including sending you electronic notices.
- g) The parties agree that this Agreement may be executed electronically. The parties acknowledge that executing this Agreement on DocuSign or such other signing

platforms used by us from time to time constitutes a valid and binding agreement under all applicable laws.

- h) The provisions of this Agreement which by their nature survive termination or expiry of this Agreement will survive termination or expiry of this Agreement.
- i) No waiver, delay or failure by us to take any action shall constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.

24 Definitions

In these Terms, unless the context otherwise requires:

- a) Additional Services means the additional services described in clause 4 and Services Schedule.
- b) Administration Services means the Administration Services described in clause 4 and Services Schedule.
- c) Adviser means any of your professional advisers as nominated in the Client Engagement Form or as otherwise notified to SuperGuardian from time to time.
- d) Business Day means Monday to Friday in South Australia, except a day which is a proclaimed public holiday in South Australia.
- e) Client Engagement Form means the client engagement form lodged by you with SuperGuardian for the provision of Services by SuperGuardian.
- f) Direct Debit Authority Service Agreement means the direct debit authority service agreement entered into between you and SuperGuardian from time to time.
- g) Dishonour Fee means the dishonour fee set out in the Fee Schedule.
- h) Fee Quote means a quote provided by SuperGuardian to the Client setting out the fees payable by the Client for SuperGuardian to provide the Additional Services.
- i) Fee Schedule means the fees and costs document provided to you with the Client Engagement Form and as updated by us from time to time.
- j) Hive means SuperGuardian's platform which we use to request information, share documents, keep our administration and compliance tasks organised, and provide up-to-date information in respect of your SMSF to you, your Adviser and other authorised third parties;
- k) Platform means the SuperGuardian interface with the underlying platform provided by Class Super or BGL.
- l) SuperGuardian, we, us or our means SuperGuardian Pty Ltd ABN 57 113 986 968.
- m) You or Client means the trustees of the proposed or registered SMSF, or the directors of the corporate

trustee of the SMSF (in their personal capacity as director) (as applicable) at all relevant times.

- n) Overseas Personnel means employees, contractors, related entities, service providers or other personnel located outside Australia who assist SuperGuardian in providing the Services.
- o) Website means our website available at www.superguardian.com.au

Further Information

65 Gilbert Street Adelaide SA 5000
Phone: 1300 787 576
Email: info@superguardian.com.au

Types of Service

Administration Services

During the term of the Agreement, SuperGuardian will provide the services set out in this section in accordance with the terms of the Agreement.

Access to the Platform and Reporting

SuperGuardian will provide you with access to the Platform. Through the Platform, you will be provided with access to:

- Online reporting in relation to the SMSF's transactions.
- Performance reports, providing a time weighted return of the SMSF's investment using an easy-to-use online tool.
- Asset allocation and strategy reports, providing information about investments owned versus strategy in place in relation to the SMSF.
- Realised and unrealised capital gains reports, providing a detailed account of the SMSF's investments' capital gains (or losses).
- Investment snapshots and valuations reports, providing a bird's eye view of the SMSF's investment portfolio.
- Contribution and pension payment compliance reports.
- Capital gains tax records for the SMSF.

You must not permit any other person to access the Platform. SuperGuardian will receive electronic data files of the SMSF's transactions from the provider of the SMSF Bank Account and SMSF Trading Account.

Where information is not received by SuperGuardian from the provider of the SMSF Bank Account and/or SMSF Trading Account in relation to a transaction, the online reporting system will flag these as 'unmatched transactions'. It is your responsibility to advise SuperGuardian of any unmatched transactions and to provide SuperGuardian with details regarding these unmatched transactions to bring the account up to date.

All investments are allocated between members of the SMSF on a pooled basis unless the fund has elected to be treated as a segregated fund. This means all income is allocated on a proportionate basis according to each member balance.

Activity Statements

SuperGuardian will prepare and lodge IAS and/or BAS in

accordance with the SMSF's PAYG obligations.

Actuarial Certificates

SuperGuardian will engage a third-party service provider to prepare actuarial certificates as and when required.

Annual Reporting

At the end of each financial year, SuperGuardian will prepare the following reports for the SMSF:

- Operating Statement (Profit and Loss).
- Statement of Financial Position (Balance Sheet).
- Notes to Accounts.
- Member Statements.
- Annual Taxation and Regulatory Return.
- Minutes of Meetings/Resolutions of Trustees

Whilst the income tax expense estimate for the SMSF will be reflected in the online accounts, the final tax liability can only be determined once all year-end tax statements have been received and processed.

The reports prepared above will be sent to you for signing and return. The timing of this is at the discretion of SuperGuardian, and may vary from year to year, though it will be within the prescribed ATO lodgement deadlines.

Audit

SuperGuardian will engage an independent third-party auditor to undertake the annual audit of the SMSF. The auditor may change from time to time without notice.

If the annual audit identifies any breach by the SMSF of any superannuation or tax laws or there is an audit qualification, the following additional fees may apply:

- Fees based on the time involved for SuperGuardian to assist to manage or rectify any breach by the SMSF.
- Fees in accordance with our fee schedule, for the auditor to prepare an audit management letter; or in the case of a breach of the *Superannuation Industry (Supervision) Act 1993* or any associated regulations, an audit contravention and management letter; and
- Fees based on any additional work required to be performed by the auditor.

Capital Gains Tax Records

SuperGuardian will maintain capital gains tax records for the SMSF.

Corporate Actions – Mergers/Takeovers, Bonus Shares

Where SuperGuardian is nominated as the registered address for investment-related correspondence for the SMSF, SuperGuardian will reasonably endeavour to forward to the Client or Adviser correspondence in relation to any merger, takeover, bonus share rights issue, buy-back or similar corporate action offered to the SMSF.

The Client is ultimately responsible for actioning the SMSF's response.

SuperGuardian will not make payment, facilitate payment, complete forms, or other paperwork, or take any responsibility for any corporate action you may be entitled to participate in. Any actions taken by you will be reflected in the online reports made available through the Platform.

Lump Sum Withdrawals

SuperGuardian will, at your direction, prepare and lodge lump sum withdrawal documents for the members of the SMSF, including preparing and managing associated documentation such as minutes, payment summaries and other registration requirements as prescribed by the Australian Taxation Office (ATO).

Membership Statements

SuperGuardian will:

- Maintain detailed membership records for each member of the SMSF, which include individual member balances, rollover, and contribution information, tax, and preservation components (Member Statements).
- Update each Member Statement periodically.
- Make all Member Statements available through the platform provided there are no unmatched transactions.

Pensions

SuperGuardian will, at your direction, arrange for the conversion of accumulation balances to pensions where required, including calculation and payment of pensions and PAYG withholding tax to be remitted to the ATO and preparation of all associated documentation.

SuperGuardian will, at your direction, arrange for the commencement of a pension where required and preparation of all associated documentation.

SuperGuardian will, at your direction, arrange for the consolidation of multiple pensions where required and preparation of all associated documentation.

Property

Where the SMSF invests in property, SuperGuardian will provide the following property administration services; processing transactions relating to the property within the Platform and in the SMSF's tax return, providing a document property checklist or such other property administration services as agreed between you and SuperGuardian.

Where the SMSF invests in property, you agree to:

- Provide all material requested by SuperGuardian on its Annual Property Checklist in full and in a timely manner.
- Ensure that all property related expenses will be paid for from the SMSF Bank Account with any associated invoices mailed to SuperGuardian within 5 Business Days of the transaction. Failure to do so will result in online reporting showing an 'unmatched transaction'; and

Arrange for an annual property valuation to be undertaken by an independent, suitably qualified valuer in relation to each property owned by the SMSF, with a copy of the annual valuation to be provided to SuperGuardian within 14 Business Days after the valuation has been completed.

Rollovers

SuperGuardian will, at the discretion of the Client, facilitate a rollover of a member's balance within the SMSF and preparation of associated documentation.

S290-170 Notices

SuperGuardian will prepare a notice for the SMSF in the approved form as required by section 290-170 of the Income Tax Assessment Act 1997 for member contributions and confirm all contributions received by the SMSF for members.

TBAR

SuperGuardian will attend to the preparation and lodgement of transfer balance account reporting (TBAR) on behalf of the SMSF where required.

Additional Services

You may request the provision by SuperGuardian of any additional services that SuperGuardian can offer, as notified by you from time to time, including:

- Appointment as the ASIC registered agent.
- Annual company maintenance.
- Services in relation to limited recourse borrowing arrangements (including corporate bare trustee establishment, bare trust for related party financial agreement or bare trust for commercial lending

agreement).

- Taxation.
- Trust deed amendments.
- Wind up of the SMSF.

Further Information

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Phone: 1300 787 576
Email: info@superguardian.com.au