

Client Information Pack



- Administration
- Taxation
- Compliance



Postal

GPO Box 1215
Adelaide SA 5001

Telephone

1300 787 576 (National)
08 8221 6540 (Adelaide)

Facsimile

08 8221 6552 (Adelaide)

Email

info@superguardian.com.au

www.superguardian.com.au

Adelaide

65 Gilbert Street
Adelaide SA 5000

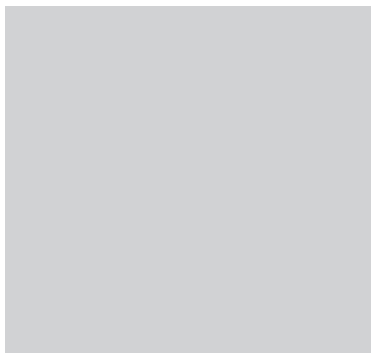
Melbourne

Level 13
200 Queen Street
Melbourne VIC 3000

Sydney

Level 11
66 Clarence Street
Sydney NSW 2000

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Why SuperGuardian?



SuperGuardian makes SMSFs simple and easy to manage so more people can enjoy the benefits of control over their superannuation, without the administrative burden.

SuperGuardian is a Chartered Accounting firm and specialist self-managed super fund (SMSF) Administrator, with more than 15 years industry experience. By combining the latest web based technology with a high level of personal service, we provide a premium SMSF service that represents value for money.

We provide:

- Online access to all your fund information – daily!
- Online access to your year to date contributions and pension withdrawals – daily!
- Online access to your investment strategy and asset allocation summary – daily!
- Simple compliance – with online alerts to assist with the compliance aspects of running your SMSF
- Zero paperwork – we handle the administration of your fund assets for you
- A fixed fee for service – so you always know your fees in advance
- A designated Client Manager and SMSF Specialist to assist you with running your SMSF

Our Service



SGEstablishment

SuperGuardian facilitates quick and simple establishment of your SMSF.

We prepare your SMSF establishment kit with simple and easy to understand documentation which we send to you within 2 – 3 days of receipt of your Client Engagement Form. We are happy to assist with any rollovers from your current superannuation providers to your new SMSF.

SGDaily

Our Daily service incorporates online reporting with all fund administration. We handle your fund paperwork, forwarding on any documentation that needs actioning.

All SMSF accounting, tax and compliance is bundled into one fixed fee, with no surprise bills at the end of the financial year.

We proactively assist with monitoring the compliance of your SMSF – handling the administration of your pension, conducting ongoing reviews of SMSF transactions and arranging the annual independent audit.

SGAnnual

SGAnnual is our 'shoe box' service for Trustees who prefer to handle the day to day paperwork for their SMSF and a high level of expertise in managing investments. We complete the year end accounting, tax and compliance, pension administration if applicable and arrange the independent audit.

Our annual service is provided on your traditional 'fee for time' model, based on an hourly rate and does not include administration or online reporting.

SGTech

As experts in the area of SMSF accounting, taxation and compliance, we are able to assist Trustees with more complex issues such as:

- Contributions strategies
- Pensions
- SMSF Borrowing – limited recourse loan arrangements
- Change of Trustee/Member
- Death or disability of a member
- Anti-detriment payments
- Divorce
- Fund windup
- Compliance breach
- UK pension transfers

Our Daily Service



SMSF ADMINISTRATION

We handle the day to day administration of your fund on your behalf and act as your registered address/mailbox.

SuperGuardian clients simply set up the address as follows:

The Smith Family Super Fund
C/- SuperGuardian
GPO Box 1215
Adelaide SA 5001

We receive, process and action any correspondence for your fund on a daily basis, forwarding investment offers or items that need actioning onto you.

We reconcile your transactions daily, notifying you or your Adviser of any unknown items.

We will forward any documentation requiring client action, and work closely with Advisers to ensure the super fund investments are accurately recorded.

Satisfying audit is easy as we provide all of your fund documentation to the Auditor.

SMSF ACCOUNTING

We handle all of the accounting required for your superannuation fund, including:

- Maintaining detailed capital gains tax records
- Maintaining detailed membership records
- Preparation and lodgement of ETP statements
- Preparation of BAS/IAS/PAYG
- Preparation of the annual tax return and regulatory documentation
- Preparation of all minutes and associated documentation.

At the end of the financial year your financial statements, compliance and regulatory documents will be prepared and sent to you for signing.

Our Daily Service



SMSF COMPLIANCE

By monitoring the activity within your fund on a regular basis, we're able to notify you promptly of any compliance breaches that come to our attention. Ultimately you, as Trustees, are responsible for the complying status of the fund, however we work closely with you to identify and rectify breaches. Daily monitoring of your SMSF is far more diligent than on an annual basis.

ONLINE DOCUMENTS

We provide secure online access to your key super fund documents such as the trust deed, death benefit nominations and current investment strategy so that you and your Adviser may refer to them at any time.

CORPORATE ACTIONS

SuperGuardian will forward any correspondence relating to corporate actions, mergers/takeovers and bonus shares. You, as the Decision Makers will then action.

PENSION ADMINISTRATION

For a fixed fee, we handle conversion from accumulation to pension mode, including all associated documentation and calculations.

We handle ongoing administration of the pension, including summaries for pension recipients, pension rebate and deduction calculation and preparation and lodgement of the Pay As You Go (PAYG).

INDEPENDENT AUDIT

It is a legal requirement that SMSFs are audited on an annual basis. We have a panel of external Auditors who undertake this work for SuperGuardian clients, and the cost of the audit is included in our fixed fee.

Let's Get Started



Once you have made the decision to establish your own super fund, simply complete our online Client Engagement Form at www.superguardian.com.au or complete the paper copy at the rear of this pack.

STEP 1: CLIENT ENGAGEMENT FORMS

If you need any assistance with any aspect of the Client Engagement Form, simply call our Client Service Team on **1300 787 576**.

STEP 2: SEND TO US WITH PAYMENT

Fax the Client Engagement Form to us on **08 8221 6552** or post the form and establishment fee to:

SuperGuardian
Reply Paid 1215
ADELAIDE SA 5001

Once the establishment fee is received SuperGuardian will initiate action.

STEP 3: SUPERGUARDIAN WELCOMES YOU

You will be contacted to formalise the agreement, receive a '**welcome pack**' from SuperGuardian, and be notified once all procedures are completed.

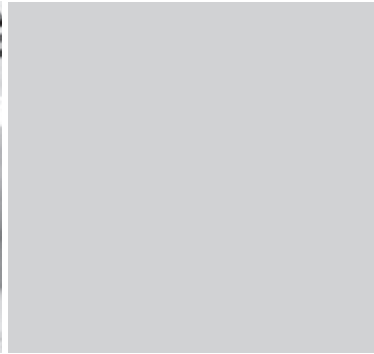
You will be issued with your secure **Username** and **Password** to access your reports via our website if applicable.

STEP 4: START INVESTING

Your time is now your's to focus on your investment strategy, and work closely with your Adviser to maximise your returns.

Superannuation administration made simple!

Client Engagement Form





Superannuation administration made simple!

Client Engagement Form

Page 1

DEALER/ADVISER STAMP

Please select Client Engagement Form type:

New Fund Existing Fund

Please select service: SGEstablishment only SGDaily SGAnnual

Fund Details

Name of your Superannuation Fund _____

Primary contact name _____

Postal address _____

Tel (W) _____ Tel (H) _____ Mobile _____

Fax _____ Email _____

New Fund

Would you like SuperGuardian to establish the bank account for the superannuation fund? Yes No

Which bank account would you like? _____

Would you like us to assist with your rollovers? Yes No

If Yes, please include copies of your most recent member statements.

Would you like to register this fund for GST? Yes No

*Annual fees apply. The fund is not required to register for GST unless the income resulting from taxable activities such as commercial rent exceeds \$75,000 p.a. We recommend you seek advice from your Financial Adviser as to whether this is suitable for your fund.

Existing Fund

Australian Business Number (ABN) _____

Tax File Number (TFN) _____

Is this fund registered for GST? Yes No

Is this fund paying a pension? Yes No

Do you have a bank account set up for this fund? Yes No

If Yes, name the financial institution _____

Address _____

Account Name _____

BSB _____ A/C _____

What is the first financial year you would like us to prepare? _____

Investment Adviser Details

Name _____ Company _____

Address _____

Tel _____ Fax _____

Email _____

Do you authorise your Investment Adviser to access your financial statements online? Yes No

Do you authorise us to deal with your Investment Adviser direct? Yes No

Trustee and Member Structure

If you elect to have an Individual Trustee, please complete **this page**.

If you elect to have a Company as Trustee, please proceed to the **next page**.

A person is a 'Member' of a SMSF if they make contributions to the SMSF or have a superannuation balance in the SMSF.

If you intend to roll-over your existing super, or contribute money or assets to the fund, please tick the Member box.

Individual Trustee/Member Details

Please note: If you have Individual Trustees, there must be a minimum of two Trustees. Otherwise you must use a Company Trustee.

Trustee 1

Are you a member of this Fund? Yes No

Title _____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Trustee 2

Are you a member of this Fund? Yes No

Title _____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Trustee 3

Are you a member of this Fund? Yes No

Title _____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Trustee 4

Are you a member of this Fund? Yes No

Title _____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Company Trustee / Member Details

Do you have an existing Company to act as Trustee? Yes No

If **Yes**, Company Name _____ ACN _____

Registered Office _____

If **No**, Would you like SuperGuardian to arrange establishment? Yes No

If **Yes**, proposed name _____

Would you like us to prepare the annual ASIC Company Review? Yes No
*additional fees apply

Director 1

Are you a member of this Fund? Yes No

Title ____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Director 2

Are you a member of this Fund? Yes No

Title ____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Director 3

Are you a member of this Fund? Yes No

Title ____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Director 4

Are you a member of this Fund? Yes No

Title ____ Given Name _____ Middle Name _____ Surname _____

Street Address _____

_____ Tax File Number _____

Date of Birth _____ Country of Birth _____ City _____

Occupation _____ Employer _____

Email _____

Declaration and Consent

I/We hereby declare that all of the above information is true and correct.

I/We agree to provide all information required by SuperGuardian to ensure the efficiency of ongoing reporting.

In the case of an existing fund, I/we authorise SuperGuardian to contact the prior Administrator and/or Accountant to obtain the necessary records and information to enable SuperGuardian to undertake the administration of the fund.

I/We agree to be bound by the terms and conditions of the direct debit authority agreement.

I/We acknowledge we have read and will abide by the terms and conditions as set out in this client information pack.

Signed Trustee 1 _____ Date _____

Signed Trustee 2 _____ Date _____

Signed Trustee 3 _____ Date _____

Signed Trustee 4 _____ Date _____

Checklist for Existing Self Managed Super Funds

- Existing Trust Deed (plus any amendments)
- Investment Strategy
- Financial Statements (last year prepared)
- Income Tax and Regulatory Return (last year lodged)
- Minutes of Meetings of Trustees
- Member Application Forms
- Beneficiary Nomination Forms
- Consent and Declaration to act as Trustees
- Documents relating to Existing Pensions
- Detailed Member Statements (including breakdown of tax and preservation components)
- Purchase History for all fund investments (date of purchase, amount paid, quantity purchased)
- Copies of all current year bank statements
- Copies of all investment correspondence (ie dividend statements, trust distribution statements, contract notes for sale and purchase of investments)

Previous Account / Administrator Details

Name _____ Surname _____

Company _____

Address _____

Email _____

Telephone _____ Facsimile _____

Email info@superguardian.com.au • **Post** SuperGuardian, Reply Paid 1215 Adelaide SA 5001 • **Fax** 08 8221 6552

SuperGuardian Terms and Conditions

SuperGuardian Pty Ltd (SuperGuardian) is a specialised firm of Chartered Accountants.

In this Agreement, the Client means the trustees of the proposed or registered self managed superannuation fund (SMSF), or the directors of the corporate trustee of the SMSF (in their personal capacity as director) (as applicable) at all relevant times.

By commencing use of the SuperGuardian services, the Client acknowledges that the receipt and benefit of the services is subject to the following terms and conditions, which the Client agrees to be bound by.

1. APPOINTMENT OF SUPERGUARDIAN

Initial Appointment

- 1.1 If the Client does not have an existing SMSF, the Client appoints SuperGuardian to establish an SMSF in accordance with the details submitted by the Client using the Client Engagement Form.
- 1.2 The Client appoints SuperGuardian to provide accounting, administration, compliance and taxation services for their SMSF.

Establishment as a SuperGuardian Client

- 1.3 The Client must submit a completed Client Engagement Form online, or otherwise provide a signed and completed hardcopy to SuperGuardian. By submitting a Client Engagement Form, the Client will be liable for the fees payable for using the services.
- 1.4 Payment of the establishment fee for SuperGuardian to initiate setup of the SMSF will be by direct debit following the Client's execution of the Direct Debit Authority Form, but may be requested in advance of SuperGuardian's establishment of the SMSF.
- 1.5 The Client shall sign and promptly return to SuperGuardian all documents relating to SMSF establishment to assist with the timely setup of the SuperGuardian service.

Services to select from

- 1.6 The Client will be required to select one of the following services for the administration of the SMSF:
 - (a) All-inclusive SMSF accounting, tax and compliance, including online reporting, management of SMSF paperwork, forwarding on any documentation that needs to be executed, handling the administration of the Client's pension, conducting ongoing reviews of SMSF transactions and arranging the annual independent audit (SGDaily); or
 - (b) An annual service for completion of the year end accounting, tax and compliance, pension administration if applicable and arrangement of the independent audit (SGAnnual).

2. SUPERGUARDIAN'S OBLIGATIONS – SGDAILY

SuperGuardian will undertake the following work if the Client has selected SGDAILY:

Investment Administration and Reconciliation

- 2.1 SuperGuardian will establish and maintain the administration for a SMSF. SuperGuardian will act as the registered address for all investment related correspondence.
- 2.2 Depending on the frequency of account processing, SuperGuardian will undertake a full reconciliation against the SMSF's bank account.
- 2.3 SuperGuardian will advise the Client or nominated Adviser of any errors or exceptions identified during the course of processing.
- 2.4 For SGDAILY clients, SuperGuardian will provide daily online reporting where banks and financial institutions provide electronic data to the third party software platform utilized by SuperGuardian. From time to time unknown items may appear online in a 'suspense' account until we receive confirmation of a transaction.
- 2.5 SuperGuardian will aim to ensure the accuracy of its online reporting, however, will rely on the Client to supply information on unknown items on a timely basis.

Capital Gains Tax Records

- 2.6 Capital gains tax records will be maintained by SuperGuardian.

Corporate Actions – Mergers/Takeovers, Bonus Shares

- 2.7 SuperGuardian will forward correspondence relating to corporate actions where we are the direct mailing address for an SMSF. The Client is ultimately responsible for actioning each SMSF's response in relation to these.

Administration and Accounting

- 2.8 SuperGuardian will use accounting software including technologies provided by third parties to effectively deliver the services as set out in this document.

Membership Records

- 2.9 Detailed membership records will be maintained by SuperGuardian for each member of each SMSF.
Member statements are updated monthly and available online. Individual member balances, rollover and contribution information, tax and preservation components are included on the Member Statements.

Lump Sum Withdrawals

- 2.10 Lump Sum withdrawal documents are prepared and lodged by SuperGuardian for the members of the SMSF, including preparation and management of associated documentation, such as minutes, payment summaries and other registration requirements prescribed by the Australian Tax Office (ATO).

Pensions

- 2.11 SuperGuardian will 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.

BAS/IAS

- 2.12 SuperGuardian will prepare and lodge Business Activity Statements and Instalment Activity Statements in accordance with the SMSF's GST registration and PAYG obligations.

Member Contribution Surcharge Reporting

- 2.13 SuperGuardian will prepare and lodge with the ATO the necessary reports as well as review surcharge liabilities applicable to members.

290-170 Notices

- 2.14 SuperGuardian will prepare a notice 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.

Annual Reporting

- 2.15 At the end of each year, the following reports will be prepared:
 - 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 fund will be reflected in the online accounts, the final tax liability can only be determined once all year-end tax statements have been received. These reports will be sent to clients for signing and return. The timing of this is at the discretion of SuperGuardian, though will be within the prescribed ATO lodgment deadlines.

Audit

- 2.16 The client hereby agrees SuperGuardian will engage the SMSF Auditor directly to undertake the annual audit for the term of the agreement with SuperGuardian.

Rollovers

- 2.17 The client hereby acknowledges SuperGuardian can facilitate preparation of the rollover documentation.

SuperGuardian Terms and Conditions

Property

- 2.18 Where the SMSF invests in property, the Client agrees to provide all material requested on the annual property checklist in full in a timely manner.
- 2.19 The Client agrees to arrange the annual property valuation either independently or via SuperGuardian for a fixed fee.
- 2.20 Commercial property with more than one tenant or property being developed will attract additional fees.

Strategic Advice

- 2.21 SuperGuardian can provide strategic advice in relation to:
- SMSF Structuring;
 - Member contribution strategies;
 - Pension strategies;
 - Adhoc strategies.

3. SUPERGUARDIAN'S OBLIGATIONS – SGAnnual

SuperGuardian will prepare the following reports on an annual basis:

- 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

When electing to utilise SGAnnual, the Client acknowledges and agrees that they are responsible for the SMSF compliance and administration at all times.

4. THE CLIENT'S OBLIGATIONS

The Client agrees that SuperGuardian will have no obligations under this Agreement until such time as:

- 4.1
- The Client has paid the establishment fee in full;
 - The Client has signed the direct debit authority and returned it to SuperGuardian;
 - The Client has signed and returned a witnessed Limited Power of Attorney;
 - The Client has established SuperGuardian as the registered address for the SMSF, and notified SuperGuardian of all investment holdings and relevant information. The Client agrees to bear any additional charges by external organisations in providing duplicates of documentation relating to the SMSF.

5. FEES PAYABLE TO SUPERGUARDIAN Establishment Fee

- 5.1 The Client acknowledges and agrees that an establishment fee for a new SMSF is payable upon submission of a Client Engagement Form.

The professional fees for administering an existing SMSF are by quotation from SuperGuardian. Where there has been previous activity within a SMSF, the accounting for this activity will be undertaken on a fee for time basis and debited to the SMSF within 3 months of the date of the Client Engagement form. Please contact us directly for an indication of what these fees may be.

Current Fees

- 5.2 SuperGuardian's current schedule of professional fees and charges is set out in the schedule annexed to this Agreement.

Deduction of Fees – SGDaily

- 5.3 The administration and accounting fee is deducted on a monthly basis on or around the 28th day of the month from the superannuation fund bank account by direct debit.

It is the client's responsibility to ensure there are sufficient funds available in the bank account to meet the direct debit request. Where there are insufficient funds in an account to meet the direct debit, a dishonour fee of \$15 will be passed on to the SMSF.

Payment of Fees – SGAnnual

- 5.4 The professional fees will be charged on a time basis at our nominated hourly rate as set out in the schedule annexed to this Agreement. The rate applicable may vary depending on the nature and complexity of the work involved, i.e. having regard to whether it is routine accounting advice or more complex technical and compliance advice. SuperGuardian will advise you of any increased hourly rate, if and when it is applicable.

Payment

- 5.5 Notwithstanding any other term of this Agreement, SuperGuardian may send a tax invoice for services to the Client from time to time, and the Client will make payment in accordance with the method prescribed by the invoice.

Interest

- 5.6 If an invoice remains unpaid for 30 days after you receive it, SuperGuardian may charge you interest from that date to the date we receive payment. SuperGuardian may charge you interest 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 2%.

Ownership and Risk

- 5.7 The title to any documents prepared for the Client does not pass to the Client until payment in full has been made. Until payment is received, SuperGuardian is not obligated to supply documents and information to the Client but the Client is treated as having received those documents and services. All risks of compliance with the SIS legislation remains the responsibility of the Client.

Goods and Services Tax (GST)

- 5.8 SuperGuardian's billing process will generally involve increasing amounts for both professional fees and disbursements by the prevailing GST rate (currently 10%) to take into account the GST liability we pay as a result of the supply of our services. For disbursements:
- We will incur most disbursements as principal, deduct the input tax credit (if any) to which we are entitled, and then increase the resulting GST exclusive amount by 10%; and
 - If we think it is desirable for us to incur some disbursements as the Client's agent, then we will do so, enabling the GST-free status of the disbursements to be preserved in your hands (e.g. stamp duty).

6. ACKNOWLEDGEMENT

SuperGuardian undertakes that in providing the accounting and administration services, it will exercise all reasonable care and skill. The Client acknowledges that SuperGuardian does not give investment or legal advice, and is not liable for the rate of return or investment decisions for the SMSF.

7. SUPERGUARDIAN LIABILITY

- 7.1 The Competition and Consumer Act 2010 (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited. Without excluding those unlimited rights, SuperGuardian gives no condition, warranty or undertaking or makes any representation to the Client about any activities, administration, accounting and advice, its quality, fitness or suitability other than as set out in this Agreement. Any liability SuperGuardian may have to the Client under these laws that cannot be excluded but that can be limited, is (at SuperGuardian's option) limited to:
- (a) Providing equivalent services provided under the Agreement with the Client; or
 - (b) Paying to the Client the cost of replacing the services provided under this Agreement with the Client or acquiring equivalent replacement goods or services.
- 7.2 To the extent permitted by law:

SuperGuardian Terms and Conditions

(a) SuperGuardian will have no liability whatsoever to you for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data); and

(b) SuperGuardian's aggregate liability to you arising directly or indirectly under or in connection with this Agreement or the performance or non-performance of this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited to an amount not exceeding the fees actually paid by you under this Agreement in the 12 month period immediately preceding the relevant event.

7.3 This clause 7 survives the termination of any contract with the Client.

8. ALTERATIONS AND VARIATIONS

8.1 SuperGuardian may vary the terms and conditions set out in this Agreement at any time. When varying a term or condition, SuperGuardian will notify any changes to the Client.

If the Client does not agree to the change, the Client may terminate this Agreement as set out in clause 10.1.

8.2 SuperGuardian has the right to vary:

(a) Its charges to reflect any change in any regulation or government imposed charges after giving the Client 30 days' written notice; and

(b) Its professional fees from time to time in its reasonable discretion by prior notice to the Client.

If the Client does not agree to the variation, the Client may terminate this Agreement with SuperGuardian as set out in clause 10.1.

9. FORCE MAJEURE

In the event that SuperGuardian is prevented from carrying out its obligations owed to the Client as a result of any cause beyond its control such as but not limited to acts of God, war, strike, lock out, flood and failure of third parties, SuperGuardian will be relieved of its obligations and liabilities owed to the Client.

10. TERMINATION

10.1 The services to be provided by SuperGuardian to the Client may be terminated without cause by either party upon 1 month's notice in writing to the other party. The SuperGuardian monthly fee will be debited for 1 month post the termination date.

10.2 SuperGuardian may suspend the supply of services on reasonable grounds including where the Client is, or there is a reasonable likelihood that the Client is, insolvent.

11. CONSEQUENCES OF TERMINATION

If SuperGuardian's services are terminated then:

11.1 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 previously been completed by SuperGuardian (except as listed below) and the cost of each of these activities, then

11.2 If fees payable to SuperGuardian are outstanding, services are suspended (at SuperGuardian's option) until outstanding payments are made, then

11.3 SuperGuardian will complete the work due to the last day of the month in which termination is advised,

11.4 SuperGuardian will by fifteen (15) days after the tasks in clause 11.3 are completed, have all documentation relating to the SMSF available for collection by the Client,

11.5 The Client is responsible for arranging any redirecting of mail and related activities, and

11. The Client will pay to SuperGuardian all reasonable costs and expenses incurred by SuperGuardian (on a full indemnity basis) where SuperGuardian agrees to complete additional tasks to those set out in this clause.

12. CLIENT ACKNOWLEDGMENTS

The Client acknowledges and agrees that:

12.1 SuperGuardian is not responsible for the management of the SMSF or compliance of the SMSF with superannuation laws;

12.2 The Client must make their own assessment and take professional advice to ensure that the service being provided is appropriate and suitable for their circumstances, and that the Client complies with all relevant laws in connection with the SMSF;

12.3 The Client is obliged to ensure that investments of the SMSF are authorised investments; and

12.4 The Client must advise of any change in details of the SMSF, including trustees or directors of a corporate trustee.

13. CLIENT UNDERTAKINGS

The Client undertakes to:

13.1 Ensure that all SMSF investments are registered in the name of the trustee(s) and the name of the SMSF;

13.2 Ensure that SuperGuardian is the sole administrator of the investments of the SMSF

13.3 Assist SuperGuardian by, within a reasonable time and without delay, providing us with any documents or information that we may reasonably request from the Client that is necessary for the provision of the service;

13.4 Immediately notify SuperGuardian if they 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

13.5 Notify SuperGuardian as soon as practicable where any information previously supplied to us has changed or is incorrect.

14. GENERAL

14.1 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms continue in force.

14.2 Any term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

14.3 The laws of South Australia govern this Agreement, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia.

FEEDBACK FOR SUPERGUARDIAN

Client satisfaction is extremely important to the team at SuperGuardian. If you would like to provide any feedback or complaints regarding our superannuation service, please forward it in writing addressed to:

The Directors
SuperGuardian
GPO Box 1215
Adelaide SA 5001

We will endeavour to respond to any written feedback within 10 business days of receipt.

SuperGuardian Terms and Conditions

PRIVACY POLICY

1. WE RESPECT YOUR PRIVACY

SuperGuardian respects your right to privacy and this policy sets out how we collect and treat your personal information. 'Personal information' is information we hold which is identifiable as being about you.

2. WHAT PERSONAL INFORMATION WE COLLECT

We may collect the following types of personal information from you:

- Name, address, phone number, fax number and tax file number
- Information about the goods or services you have ordered from us
- Information from enquiries you have made
- Communications between us
- Credit card information (although we do not retain this information)
- Other personal and business records as required to provide our services, such as accounting records (including electronic files), investment records and bank records

3. HOW WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information from you in a variety of ways, including: when you interact with us electronically or in person; when you access our website; and when we provide our services to you. We may also collect personal information from you from third parties once authorisation has been provided by you. You have the right to refuse us authorisation to collect.

4. USE OF YOUR PERSONAL INFORMATION

We use your information to provide our service to you. We also use it to improve our service and to notify you of opportunities that we think you might be interested in. We do not provide your information to third parties, except that we may provide your information to our business partners who assist us in the provision of our services to you.

5. DISCLOSURE OF YOUR PERSONAL INFORMATION OVERSEAS

In order to provide services to you, we are likely to disclose your personal information to recipients in the Philippines who are employees of a company owned by SuperGuardian and are subject to the same privacy and security of information rules as our Australian office.

6. SECURITY OF YOUR PERSONAL INFORMATION

We take reasonable steps to protect your personal information. However we are not liable for any unauthorised access to this information.

7. HOW WE STORE AND SECURE YOUR PERSONAL INFORMATION

We keep your personal information in your client files or electronically. These files are accessible to authorised personnel only and are appropriately secured and subject to confidentiality requirements. Personal information is treated as confidential information and sensitive information is treated as highly confidential. We keep all personal information and records for a period of 7 years. Should you cease to be a client of ours, we will maintain your personal information on or off site in a secure manner for 7 years. After this, the information will be destroyed.

8. ENSURE YOUR PERSONAL INFORMATION IS CORRECT

SuperGuardian takes all reasonable precautions to ensure that the personal information we collect, use and disclose is accurate, complete and up-to-date. To ensure we can maintain this level of accuracy and completeness, we recommend that you:

- Inform us of any errors in your personal information; and
- Update us with any changes to your personal information as soon as possible.

If you provide inaccurate or incomplete information we may not be able to provide you with the services you are seeking.

9. UNSOLICITED PERSONAL INFORMATION

We don't usually collect unsolicited personal information. Where we receive unsolicited personal information, we'll determine whether or not it would have been permissible to collect that personal information if it had been solicited. If we determine that collection would not have been permissible, to the extent permitted by law, we'll destroy or de-identify that personal information as soon as practicable.

10. ACCESS TO YOUR PERSONAL INFORMATION

You can access and update your personal information by contacting us on info@superguardian.com.au. We may charge a reasonable administration fee for this access.

11. COMPLAINTS ABOUT PRIVACY

If you have any complaints about our privacy practices, please feel free to send in details of your complaints to SuperGuardian, GPO Box 1215, Adelaide 5001. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

12. CHANGES

Please be aware that we may change this Privacy Policy in the future. The revised versions will be uploaded onto our website, so please check back from time to time.

13. WEBSITE

When you come on to our website we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

Cookies As is very common for companies, we use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. We use cookies to improve the experience of people using our website.

Third party sites Our site has links to other websites not owned or controlled by us. We are not responsible for these sites or the consequences of you going on to those sites.

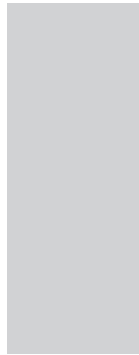
14. HOW TO CONTACT US

If you would like further information on our privacy policy or if you have any concerns over the privacy protection of the information you have given to us or that we have collected from others, please do not hesitate to contact us on:

Tel (08) 8221 6540

Fax (08) 8221 6552

Email info@superguardian.com.au



www.superguardian.com.au