

ENGAGEMENT 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 (AFSL 435751). Supervision SMSF Solutions Pty Ltd holds an Australian Financial Services Licensee 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 "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

1 APPOINTMENT

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 the suitability or made any recommendation regarding the establishment of the 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 the 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 A copy of the Financial Services Guide (FSG) for Supervision Group has been provided.

3 ACCEPTABLE PROVIDERS

The following providers have completed due diligence and assessed to meet necessary levels on a range of essential selection criteria adopted by Supervision Group. All mandatory accounts if nominated within a Service Package are only selected from acceptable providers and subject to a continuous review. Any financial product or service offered by acceptable providers should not be considered or taken as a recommendation or considered financial advice. Further information regarding these providers can be found on the Supervision website and in the FSG.

Cash & Interest

ANZ V2 PLUS Cash Management Account

Australian Money Market

Share & Equities

CMC Markets Stockbroking

Bellmont Securities – Core Equities and Buy-write Managed Portfolio

Finance/Mortgage Broking

DB Finance WA – Finance Broker
ATFIN – Finance Broker
Finance Ways Pty Ltd
Equitas Mortgage & Finance

Insurance

AIA Australia – SMSF Master Insurance Plan
Apollo Risk Services
Lifespan Consultants WA

Legal and Estate Planning Services

Legal Consolidated
Willcraft Estate Planning

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.
- 4.2 Disclosure documents for mandatory account for Accepted Providers has been provided.
- 4.3 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.

5 SMSF TRANSFER SERVICES

- 5.1 Prepare all documents and liaison with parties as necessary to transfer SMSF services to Supervision Group. Written requests for changes or amendments following commencement of transfer documentation may result in additional charges.
- 5.2 Prepare the account opening application documents for all mandatory accounts with Accepted Providers from details provided on application form.
- 5.3 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.
- 5.4 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.
- 5.5 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 from existing accounts. Supervision Group will provide every assistance but take no responsibility for the turn-around time on roll-overs coming from other institutions.
- 5.6 If you transfer your SMSF to Supervision 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 \$220, your catch-up payment will be 7 months (July- Jan) X \$220 = \$1540.
- 5.7 Where prior year tax returns are required to be completed, Supervision requires 50% of the quoted fees for those years to be paid upfront and the remaining 50% upon completion.

6 SMSF ESTABLISHMENT SERVICES

- 6.1 Prepare all documents necessary to establish the SMSF from information as submitted in the on-line application form. Written requests for changes or amendments following submission of application may result in additional charges.
- 6.2 Prepare the account opening application documents for all mandatory accounts with Accepted Providers from details provided on application form.
- 6.3 Provide documents electronically by email to nominated email address on the application form with details of actions required by the Client and where to return the documentation.

- 6.4 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.
- 6.5 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 from existing accounts. Supervision Group will provide every assistance but take no responsibility for the turn-around time on roll-overs coming from other institutions.

7 COMPLIANCE AND ADMINISTRATION SERVICES

- 7.1 Provide an online reporting access to daily updated reports.
- 7.2 Maintain Capital Gains tax records.
- 7.3 Maintain detailed membership records for each member. Individual member balances, rollover and contribution information, tax and preservation components are included on the Member Statements. The accuracy of these reports is subject to the accuracy and completeness of the information provided to Supervision Group.
- 7.4 Prepare and lodge Lump Sum withdrawal documents for the members, including preparation and management of associated documentation such as minutes and payment summaries and other Tax Office requirements. The Client is responsible for ensuring they are eligible to withdraw lump sum withdrawals and Supervision Group takes no liability for any errors or omissions made.
- 7.5 Prepare and lodge BAS/IAS in accordance with PAYG obligations.
- 7.6 Prepare 290-170 Notices as required for member contributions and confirm all contributions received by the SMSF for members.
- 7.7 Prepare financial year annual reports that include:
 - Operating Statement (Profit and Loss)
 - Statement of Financial Position (Balance Sheet)
 - Notes to Accounts
 - Member Statements
 - Taxation and Regulatory Return
 - Minutes of Meetings/Resolutions of Trustees
- 7.8 Considering provisions including but not limited to Clause 10 & 12, Supervision Group reserves the right to determine the timing in relation to the preparation of annual reports. The Client is responsible to sign and return all documents by the requested due dates, if not, then Supervision Group provide no assurances the SMSF will meet ATO prescribed lodgement deadlines.
- 7.9 Arrange for the annual audit to be undertaken by an independent and appropriately registered auditor engaged at the discretion of Supervision Group.

8 ADDITIONAL SERVICES

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

Accounting, Tax & Compliance Services

- Pension establishment
- Actuarial certificate application
- Roll-over documentation
- GST Registration and annual GST return preparation
- Limited Recourse Borrowing Arrangement ("LRBA") establishment
- Audit & compliance management including rectification of identified compliance breaches or audit qualifications
- Advice on general SMSF taxation or compliance issues

SMSF Management and Documentation Services

- Trust Deed Update
- SMSF Wind-Up
- SMSF Transfer
- SMSF Investment Strategy

- Property Valuation
- Depreciation Schedule Report

Corporate Trustee Services

- Trustee Company Registered Office including maintenance and custody of corporate registers and company secretarial documents.

Investment & Portfolio Administration Services

- Investment mailing office
- Investor administration support
- Corporate Actions support including payment arrangements, completion of forms or other paperwork related to corporate actions

9 CLIENT OBLIGATIONS

- 9.1 The client is responsible to advise Supervision Group of any changes to personal or contact details as soon as possible including changes to other parties where the client is previously authorised or nominated as a contact.
- 9.2 Attend to matters to maintain compliance, including but not limited to signing and return of documents within a reasonable time and without unnecessary delay.
- 9.3 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.
- 9.4 Maintain sufficient cleared cash funds always to meet the SMSF outgoings including arranging for payment of all Supervision Group invoiced fees by the due date.

10 SUPERVISION GROUP FEES

- 10.1 Service package fee is subject to corresponding service package conditions being met, including but not limited to use of mandatory accounts of Supervision Group Accepted Providers. Where package conditions are not met, the service package fee may be charged at "Miscellaneous Accounting" fee.
- 10.2 Other services, unless otherwise stated, are provided at "Miscellaneous Accounting" fee.
- 10.3 Fees are reviewed annually and changes will be notified and updated on the Fee Schedule available on Supervision Group website.
- 10.4 All "Free Offers" extended from time to time relate ONLY to services provided under Supervision's regular package fees listed under Clause 8 Compliance & Administration Services. 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 FEE INVOICING & PAYMENT TERMS

- 11.1 Service package fees are raised monthly and raised on the 1st of the month with the due date payment as stated on the invoice.
- 11.2 All other service fees, including but not limited to company and/or trustee company establishments, are invoiced when the service requested or completed. Supervision is not obliged to commence or provide the related services invoiced until the corresponding fee amount is paid in full.
- 11.3 Clients will be notified of Invoices that remain overdue for more than 30 days.
- 11.4 Invoices are delivered by email to the Clients nominated contact email address. The client may request, in writing, for invoices multiple email delivery contacts and are responsible to advise any changes to details of nominated contacts.
- 11.5 The client will raise any queries or disputes on service details or invoiced amounts to be raised to Supervision Group as soon as identified.

Payment Terms

- 11.6 The Client agrees to provide Supervision Group or its nominated direct debit agent, authorisation to effect direct debit withdrawals from a nominated bank for payment of all service fees including but not limited to monthly services package fees.

- 11.7 Where Direct Debit authorisation is not provided or arrangement in place, the Client accepts that monthly payment surcharge fee may be applied. The Client can elect to change payment and commence a direct debit facility at any time and request for any accrued payment surcharge fees to be waived.
- 11.8 Where there are insufficient funds in the operating cash account to meet the direct debit on the due date in any month a Payer Dishonour Fee may be charged.

Establishment Fees only

- 11.9 For new SMSF's established, payment of the monthly service package fees can be accrued for 3 months from date of application or when rollover funds from existing external superannuation accounts are available in the cash account, whichever is earlier.

Overdue/Outstanding Amounts

- 11.10 Fees outstanding for 3 or more months is considered a breach of the agreement terms & conditions and services may be suspended until all outstanding fees are paid.
- 11.11 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. The 1-month notice period is considered as provided if the agreement is terminated under this clause.
- 11.12 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 in relation to the outstanding amount will be due and payable by the Client.

12 CONSEQUENCES OF SUSPENSION OF SERVICES

- 12.1 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.
- 12.2 Monthly service package fees will continue to be invoiced and payable, notwithstanding the suspension of service, until the termination of agreement.
- 12.3 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.

13 TERMINATION

- 13.1 This agreement may be terminated by either party on giving one (1) months' written notice and required from all SMSF trustee/directors. No reason need be given for the termination.
- 13.2 Monthly service fees will cease and not invoiced in the month following date on receipt of the written termination notice. All previously invoiced amounts remain due and payable
- 13.3 Refunds of any monthly service fees paid up and including the month services are terminated are at the discretion of Supervision.

Transfer of Services

- 13.4 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.
- 13.5 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.

SMSF Wind-Up

- 13.6 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.

- 13.7 Upon finalisation of Wind-up, and electronic copy of all relevant SMSF document 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.

Other

- 13.8 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.

14 OWNERSHIP & RISK

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

15 STORAGE OF PERSONAL INFORMATION

Our commitment to being responsible data custodians

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.

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

- The ability to apply two step (2SA) authentication to access across all sensitive applications (not on an application by application basis)
- Restriction of remote access to specific locations and/or block overseas access to our systems
- Track and monitors attempted access to our systems and identify suspicious activity
- 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.
- Terminate user access to all sensitive cloud applications by disabling a single user account
- Remotely wipe mobile devices in the event they're breached, lost or the user associated with the device is terminated We can restrict access to reasonable times such as business hours
- We are able to share access to applications using a single user ID without having to divulge cloud app passwords to staff
- Our staff only need to remember one single password to all sensitive applications decreasing the risk associated with 'password sprawl'
- The ability to federate our identity systems so that access to desktops, servers and browser-based cloud applications are accessed via one single identity.

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.
- 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
- A privacy policy that makes clear how we manage client information
- 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

- A specialist data security legal service contracted to support us in the event of a breach to ensure the appropriate remediation and notification steps are taken.
- A retainer-based engagement with a specialist cyber-security firm that provides guidance and best practice systems to protect our clients' privacy
- This cloud best practice certification that validates our firm as a responsible data custodian

We also have access to external advisors with expertise to handle privacy and data protection matters.

16 RELEASE AND INDEMNITY

- 16.1 Supervision Group gives an undertaking that in providing the accounting and administration services, it will exercise all reasonable care and skill.
- 16.2 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.
- 16.3 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.
- 16.4 Supervision Group is not responsible for any loss resulting from establishing and running your SMSF including any adverse performance of the investments.
- 16.5 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. To the extent permitted by law, the Client releases Supervision Group, its staff and representatives from all liability in respect of any loss and expenses incurred by the Client.
- 16.6 The Trustee 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 Trustee's responsibilities. The Trustee acknowledges and confirms that any reference to the obligations of the Trustee includes the obligations of the member and vice versa.

17 INVOLVEMENT OF OTHERS AND OUTSOURCED SERVICES

- 17.1 We may as part of our engagement, utilise the services of an external staff member, consultant or expert, an estimated cost and timeframe and involvement will be provided to you for your approval, if applicable. Acceptance of our services in conjunction with this engagement 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.
- 17.2 We will make you aware where you have engaged 3rd parties to provide services or information that directly affect our ability to deliver the agreed services to you and you agree to provide us indemnity in our obligations in the provision of these services to you.

18 DISPUTES & COMPLAINTS

- 18.1 Supervision Group is committed to see that any dispute or complaints regarding their services is appropriately managed and resolved and has a procedure to deal with complaints.
- 18.2 Details of the disputed matter or complaints are required in writing and sent to our Complaints Manager at complaints@supervision.com.au . A response to resolve the issue will be provided as soon as possible after an investigation can be undertaken.
- 18.3 Details and reasons for any unresolved matters can be raised in writing to the General Manager, Lillian Oh, at lillian@supervision.com.au

19 VARIATIONS TO AGREEMENT TERMS & CONDITIONS

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

20 AGREEMENT

By commencing use of Supervision Group services, the Client acknowledges the engagement for receipt and benefit of the services is subject to agreement of the preceding terms and conditions.