



Just Superfund
SMSF ACCOUNTING SPECIALISTS

Engagement Letter

26 February 2020

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Thank you for entrusting your Self-Managed Super Fund (SMSF) tax administration to Just Superfund.

The conditions under which we will provide our services to you are outlined in this document, and any annexed Schedules.

The purpose of this engagement document is to set out and confirm the understanding of the terms of the engagement.

Service Level Agreement

The terms of our service level agreement are limited to the matters set out in this document. Additional services not outlined in this communication may be requested at additional cost.

Please review the terms of our service level agreement, to ensure that you are satisfied that the scope of our agreement and the Services Just Superfund will provide are sufficient for your needs.

Just Superfund will liaise directly with you and will take your instructions in relation to this agreement. If you would like to nominate a different contact, please advise us.

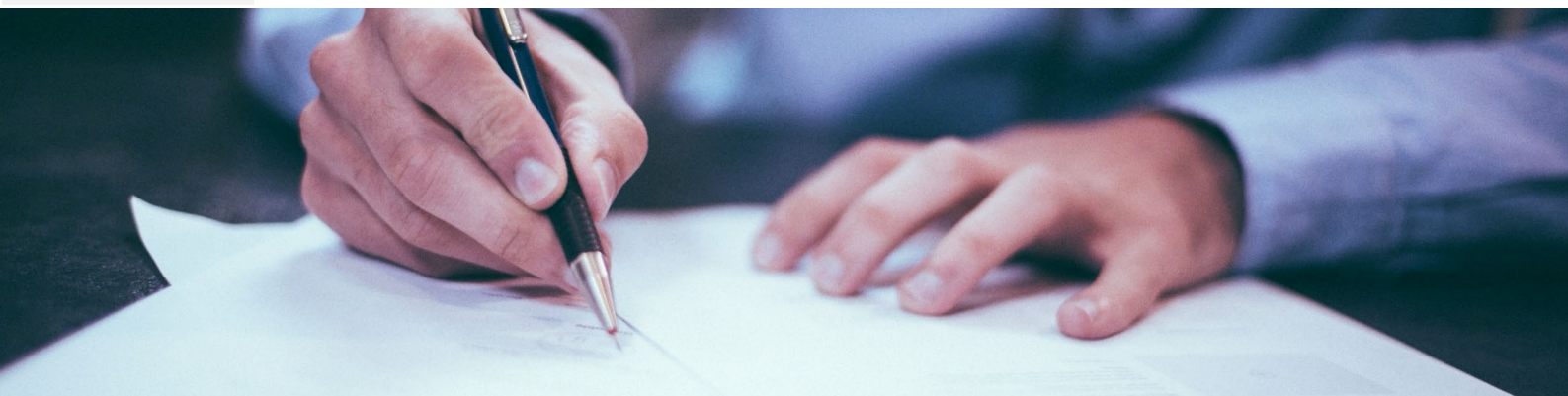
Where the Letter is addressed to more than one Addressee, each Addressee is a party to, and is bound by, the terms of this Agreement. We will treat you as having accepted this Agreement if you continue to instruct us after you receive it.

Unless otherwise agreed, this Engagement cannot be relied upon to disclose irregularities, or other illegal acts and errors that may occur.

Background and Objective

You have requested Just Superfund to conduct end of financial year compliance for any and all Self-Managed Super Fund's (SMSF's) you provide to us. To enable Just Superfund to conduct the year end compliance, you will furnish Just Superfund with all the relevant information that we request.

You also give express permission for Just Superfund to access the Online Services for Agents (formally known as the ATO Tax Agent Portal) and other tax portal related activities on your behalf.



Definitions

In this Agreement the following words have the meanings set out below:

Addressee means each person to whom the Letter is addressed and includes, where relevant, any additional parties who may agree to the terms of this Agreement.

Agreement means the Letter and the Terms.

Annexure means a document which is annexed or attached to the Letter and identified as an annexure or attachment to it

Audit means an audit under the *Corporations Act 2001* (Cth) or an equivalent Law, conducted in accordance with relevant auditing standards.

Auditor means an auditor who is appointed to conduct an Audit of your fund.

Confidential Information means and includes:

- (a) the terms of this Agreement and the details of the Services;
- (b) any information or material which is proprietary to a party or acquired by either of us solely as a result of the Services;
- (c) any Intellectual Property and methodologies and technologies that:
 - (i) you use in your business, and to which we are exposed in the course of providing the Services; or
 - (ii) we use to provide the Services;
- (d) any information designated as confidential by either of us; and
- (e) any Work we provide to you, but excludes any information that:
 - (a) is or becomes publicly available, except by a breach of this Agreement;
 - (b) is disclosed to either of us by a third party provided that the recipient reasonably believes the third party is legally entitled to disclose such information;
 - (c) was known to either of us before we received it from the other or is developed by either of us independently;
 - (d) is disclosed with the other's Consent; or
 - (e) is required to be disclosed as contemplated by subclause 6.5.

Consent means prior written consent which may be granted at the consenting party's discretion and which may be subject to conditions.

Fees means the fees for the Services as stated in, or calculated in accordance with, this Agreement.

GST has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Information means any information, documents, materials, facts, instructions or Confidential Information provided to us by you or your Representatives or anyone else at your request.

Insolvency Event means and includes:

- (a) the making of an arrangement, compromise or composition with, or assignment

- for the benefit or, one or more creditors of a party;
- (b) the appointment of administrators, liquidators, receivers, a bankruptcy trustee or analogous person to, or over, all or part of a party's business, assets or securities;
 - (c) an application being made, or a resolution being proposed, which seeks to affect such an appointment other than for a solvent reconstruction; and
 - (d) the existence of a legislative presumption of insolvency in relation to a party.

Intellectual Property means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trademarks, designs, trade secrets, know-how and circuit layouts.

Letter means the engagement letter between us to which the Terms are attached.

Loss means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Loss), judgments or orders however caused or arising as a result of the Services or this Agreement.

Personal Information has the meaning given to it in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth). **Professional Advisers** means your professional advisers who are advising you in relation to the Services but excludes any investor, agent, intermediary, underwriter, syndicate participant, lender or other financial institution or anyone who may provide you with any credit enhancement or credit rating.

Purpose has the meaning given to it in the Letter or our Work, or where silent on this, the purpose for which we provide our Work to you.

Report has the meaning given to it in the Letter or where the Letter does not set out a specific report, means any final form documents, reports or deliverables we provide to you as a result of the Services or this Agreement including those consisting of advice or opinions.

Representative means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which this Agreement relates and in the case of Just Superfund, includes a partner.

Services means the services described in the Letter.

Tax Advice means any advice, whether written or oral, relating to tax, tax structuring or tax treatment provided by us as a result of the Services but excludes any tax due diligence Work which we prepare as a result of the Services.

Terms means these standard terms and conditions.

Unexpected Delay means any delay in providing the Services that is caused or contributed to by an act or event (including the non- performance of your obligations) that is beyond our control or was not reasonably foreseeable by us at the date of this Agreement.

us means Just Superfund, or both you and Just Superfund, as the context requires.

we and **our** means Just Superfund and, where applicable as the context requires, the members of Just Superfund Australia and any of their Representatives.

Work means any advice or materials including any reports, documents, advice, opinions, e-mails, notes or other deliverables, whether in draft or final form, in writing or provided orally, that we prepare either alone or in conjunction with you or provide to you as a result of this Agreement and includes any Reports but excludes our Working Papers or any source code.

Working Papers means any files or working papers created by us as our record of the Services, in any form.

you and **your** means each Addressee, and where applicable as the context requires, each Addressee's Representative.

Term

This Agreement starts at the earlier of:

- (a) the date you sign and return this Letter to us; or
- (b) the date a confirmation checkbox is ticked on our website; or
- (c) when we first start work on the Services for you.

Unless it is terminated earlier, this Agreement terminates when we have completed providing the Services to you and you have paid us our Fees.

Our Services



Tax Administration Services

Just Superfund will complete the following:

- Prepare end of financial year statements including the Statement of Financial Position and the Profit and Loss Statement.
- Prepare the Annual Return (commonly referred to a tax return).
- Lodge the Annual Return.
- Prepare a Member Statement for each member of the SMSF.
- Prepare an Investment Report.
- Document Trustee Resolutions.
- Document Trustee Minutes
- Arrange for an Independent Audit to be conducted on the fund.



Audit Services

In relation to the Independent Audit the following service will be included:

- meet and maintain the requirements for an approved auditor as specified in the under the Superannuation Industry (Supervision) Act 1993 (“SIS Act”), SIS Regulations (‘SIS Regulations’) and by the professional accounting bodies;
- conduct the Services in accordance with the SIS Act and SIS Regulations and Australian Auditing Standards;
- report breaches of the SIS Act and Regulations identified as part of the audit to the Australian Tax Office (“ATO”) or approved regulator (as appropriate);
- report any material errors, omissions or weaknesses identified through the Services to you for rectification by you or the SMSF trustees;

All of the Services outlined above will be completed in a timely manner as soon as all the required information has been provided to Just Superfund via our online Portal.



Assumptions and Conditions

When completing our Services, the following assumptions and conditions will be used:

- The documentation provided to us will we used to form the basis of our reports; and
- our Work will be based on the SIS Act and Regulations and Australian Auditing Standards and any other relative legislation for the relevant period we are preparing financials, lodging and auditing; and
- our Work is not binding on ASIC, the ATO or the courts (“Authority”) and this is not a representation, warranty, or guarantee that the Authority will agree with our Work.

Whilst the scope of our agreement is limited to the tasks set out above we can add additional services if required (additional fees may apply). Should you require services in addition to the services outlined above please contact one of our representatives and outline your requirements. This letter and the fees charged by Just Superfund will be altered accordingly.



Care and Diligence

We will provide the Services to you in accordance with this Agreement and with the degree of skill, care and diligence expected of a professional providing services of the same kind.



Time Frame

We will use all reasonable efforts to complete the Services within any agreed time frame.



Our Team

Just Superfund is responsible for providing all of the professional services outlined above. In order to maximise efficiency, work quality, and to meet the audit Independent test, Just Superfund may at their discretion engage other qualified accountants or contractors to assist with certain aspects of this engagement. Just Superfund and their affiliates may operate from anywhere in Australia, Australasia and Asia. Responsibility for all work undertaken and services rendered will always remain with Just Superfund.

At all times Just Superfund will take all reasonable steps to ensure that the Australian Privacy Principles are complied with by all recipients of any personal information.

Our Work

We will provide the following Reports for each SMSF as part of the Services:

1. A full set of Annual Accounts which includes among other things: An Investment Summary, Statement of Financial Position and a Profit and Loss Statement; and
2. A Tax Return prepared in a format suitable for lodging with the ATO; and
3. A signature pack for the trustees to sign off on all the required documentation; and
4. An independent audit opinion on the financial statements and compliance with the SIS Act and SIS Regulations in the form specified by the ATO; and
5. An Audit Management Letter detailing the results of the independent audit and any matters for the Trustee(s)' attention.



Any Reports we provide to you may be used only for the Purpose and in the manner described in the individual Engagement Letters between Just Superfund and the SMSF Trustees.



Responsibility

We are not responsible to anyone (apart from you) who is provided with or obtains a copy of our Work without our Consent.



Reliability

If we give you our Work in draft form or orally, we do so only on the basis that you may not rely on it in that form. Accordingly, we will not be responsible if you or anyone else relies on our draft Work or oral comments or advice.

You acknowledge that the final or signed copy of our Report is the definitive version.

Sometimes, circumstances may change after we have provided our final Work to you; unless we agree with you otherwise, we will not update any final Work we have provided to you.



Indemnity

You acknowledge that any use of or reliance on our Work that is contrary to this Agreement may expose us to a claim from someone with whom we have no relationship or whose interests we have not considered in providing the Services.

Accordingly, you agree to indemnify us against any Loss we may suffer or incur in respect of any claim or action by a third party that arises as a result of:

- (a) any use or distribution of, or reliance on, our Work that is contrary to the terms of this Agreement or a Consent; or
- (b) any access to or use of our Work, by any of your Professional Advisers or Auditor.

This indemnity does not apply to any Loss incurred in defending a claim or action by a third party:

- (a) that results from any wilful misconduct or fraudulent act or omission by us;
- (b) where that third party has signed an agreement with us that provides that it can rely on our Work; or
- (c) where we have agreed in writing that our Work may be included in publicly available documents.

Your Responsibilities

In undertaking this engagement, it is understood that you are responsible for:

- maintaining financial records and financial statements for the SMSFs to uniform professional standards;
- providing information required by us via the Portal;
- advising us of any contravention you have identified; and
- facilitating contact with the SMSF trustee(s) if required.
- **You agree to co-operate with us and provide us with all reasonable and necessary assistance so that we can provide the Services to you.**
- **In addition to any responsibilities you may have that are set out in the Letter, you are responsible for:**
 - the performance of your Representatives;
 - making timely decisions in connection with the Services;
 - evaluating the adequacy of the Services, as they have been described in the Letter, for your particular purposes and needs;
 - providing us with accurate and complete Information. Where any Information that we require in order to provide the Services is to be provided by someone else, you are responsible for ensuring that Information is provided to us. You will need to give us all Information that is relevant to the Services, even if the same Information has been given to us previously during another engagement; and
 - updating any Information where there has been a material change to that Information, including telling us if any of your circumstances change during the course of the Services.
- **You acknowledge that:**
 - the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be your responsibility, and made by you;

- our ability to provide the Services depends on you meeting your responsibilities under this Agreement and instructing us or responding to our requests in a timely and effective manner; and
- we are entitled to and will rely on Information provided by you, the decisions you make and any approvals you give; and
- we will not be liable for any default that arises because you do not fulfil your obligations.
- We are not engaged to review the accuracy of any previous returns lodged.

License to the Portal



Portal is defined in this clause and Schedule 1 as our documentation management system. You will be granted a licence to access and use the Portal for the purposes of this engagement, under the terms in Schedule 1.

Our Fees

Fee Review

The Fees and the basis on which they are calculated are set out in this Agreement. We may review the Fees where:

- (a) an Unexpected Delay occurs;
- (b) there is a change in the scope of the Services we agreed to provide to you; or
- (c) you do not accept this Agreement within three months of the date of the Letter.

Fee Agreement

You agree to pay us the Fees for the Services in accordance with this Agreement.

GST

Unless we state otherwise, our Fees include GST. You agree to pay any GST imposed on us, now or in the future, in relation to this Agreement. If a price is quoted ex GST, you agree that the Fee payable for this supply will be increased by an amount equivalent to the GST payable by us in respect of that supply.

Additional Expenses

We will charge you at cost for any expenses we incur in providing the Services to you. We will tell you what these expenses are before we incur them if they are anything other than incidental.

Invoicing

We will invoice you when our work has been completed (unless we agree with you otherwise) and you agree to pay our invoice within 2 days of receiving it. You agree to pay any undisputed portions of an invoice even if there is a dispute between us about that invoice or another invoice. Where amounts remain due and unpaid, we may charge you interest at an annual rate of 2% over the Bank Bill Swap Rate published in the Australian Financial Review on the date payment is due.

Without limiting any other rights we may have, we are entitled to suspend or terminate the Services, in whole or part, or to retain or withhold any Information we may hold in relation to the Services or any Work we have done for you if you do not pay our invoices on time

Any accounts unpaid after 30 days may be referred to an independent debt collection service. You agree to pay any associated collection fees including GST.

Information Expenses

If we are required to provide Information about you or the Services to comply with a statutory obligation, court order or other compulsory process, you agree to pay all of our reasonable costs and expenses we incur in doing so.

Standard Annual Fee

Our fee for the Services will be \$1099 per fund. This fee is based on the assumptions set out below. If you require us to provide additional services, please let us know and we can provide you with an indication of the likely fees involved.

These rates may change from time to time but are reviewed annually on 1 June. The new rates will apply from the date we notify you of the change.

Additional charges apply for the following if required:

- Auditor contravention reports **\$110**
- Actuarial Certificate **\$132**
- TBAR preparation and lodgement **\$150**
- Commencement of Pension **\$220**

New SMSF Establishment

If you have used our service to establish a new SMSF with individual trustees our fee for this establishment will be \$0. If you require us to setup a corporate trustee, then a setup fee of \$599 applies. We will also complete the first year's tax return and audit for your fund for \$0. Our fee of \$1099 will be charged by direct debit each subsequent year on the 1st January of each year.

Billing

All invoices will be addressed to the client who has completed the online engagement and will be due in accordance with our standard payment terms.

If there is only one-year worth of taxation to be accounted for we will bill our fees upon completion of the Annual Accounts.

Where multiple tax years are required the invoice will be generated upfront before any services have been completed.

Just Superfund will not invoice individual trustees if another accounting firm has engaged Just Superfund to complete work on their client's behalf. In this instance Just Superfund will always invoice the accounting firm directly.

Costs of Recovery - The debtor/s shall pay for all costs actually incurred by Just Superfund in the recovery of any monies owed under this Agreement. You agree to be liable for and indemnify Just Superfund. These costs include recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis, debt collection commission and legal fees on an indemnity basis.

Project Assumptions

The scope of the Services, the time frames for completion and the fee estimate have been prepared on the following assumptions:

- there are no undue complications or delays in providing the Services;
- the scope of work and the Services are the same as those which are outlined in this letter;
- you are meeting your responsibilities as outlined in this letter and the Terms in a timely manner;

If these assumptions are wrong or the circumstances change then we may need to change the scope of the Services, vary the Fees or extend the timeframes for completion.

Confidentiality

1. Each of us agrees to keep confidential any Confidential Information that is provided.
2. You acknowledge that we may be required to disclose your Information to our own professional advisers and team members on a confidential basis.
3. Except as set out in this Agreement, or by mutual agreement, we will only use or disclose your Confidential Information to enable us to perform the requested Services.
4. Where relevant, we may use, disclose and transfer your Information to other Member Firms and our Representatives, who will use and disclose it only to provide the Services to you.
5. Subject to subclause 12.6 either of us may disclose any Confidential Information to the extent that it is required to be disclosed by Law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional obligations or requirements.
6. A party disclosing any Confidential Information under subclause 6.5 must, where practical and to the extent permitted by Law, notify the other of the requirement to disclose and only disclose the minimum Confidential Information required to comply with the Law or requirement.
7. Any information provided to us in paper form will be returned via post. Information may also be destroyed upon request. We will retain a copy of any provided Information electronically. This information can be accessed via our online portal.

Personal Information and Privacy

We will handle Personal Information in accordance with the Privacy Act and our privacy policy available on our website.

You confirm that with any Personal Information provided to us, you are entitled to provide the Information to us.

Intellectual Property

Unless we agree otherwise, we will retain ownership of the Intellectual Property in our Work. We give you a royalty-free, non-exclusive, perpetual, world-wide licence to use and reproduce any Reports for the Purpose for which the Report was prepared and any related incidental internal purposes in accordance with the terms of this Agreement.

Unexpected Delay

In the event of an unexpected delay, we are not responsible for any failure in providing the Services. If there is an unexpected delay this Agreement may be varied in the scope of requested Services, the expected timeframes for Service completion or the fees payable. If additional services are required as a result of such a delay, then additional Fees may apply.



Conflict of Interest

If accepting your appointment would result in a conflict of interest with any pre-existing relationships we have, we will evaluate the potential conflict and may need to terminate this Agreement if an appropriate safeguard cannot be managed.

Termination

This agreement may be terminated by agreement with all parties or within 90 days by either party.

All jobs in progress at any date of termination are to be fully completed and billed within the 90-day termination period. If the client does not provide the required documents during this termination period, the full-service fee will be charged in accordance with this agreement even if the job has not been fully completed.

Insolvency or Material Breach

Either of us may terminate this Agreement:

- (a) If due to an Insolvency Event, a party is unable to pay all of its debts as and when they become due and payable, suspends payment of such debts or otherwise ceases to carry on business; or
- (b) immediately if the other commits any material breach of this Agreement that is either incapable of being remedied or is not remedied within 14 days of receipt of a notice requiring the breach to be remedied.

Failure

We may terminate this Agreement if:

- (c) A change beyond of control prevents us from being able to fulfill our duty under this Agreement; or
- (d) you fail to meet your obligations under this Agreement including to pay our Fees within the time specified or to provide us with adequate Information or instructions.

Upon Termination

If this Agreement is terminated:

- (e) you agree to pay us the Fees for the services we were commissioned to perform under this Agreement;
- (f) the termination does not affect any accrued rights of either of us or any provision of this Agreement that continues to apply.

Survivability

There are a number of provisions of this Agreement that survive its termination.



Electronic Communication

The majority of communication will be via electronic means. Despite encryption and best efforts, you acknowledge that electronic transmissions are inherently insecure, can be corrupted or intercepted, may not be delivered and may contain viruses. Any losses suffered in connection with electronic communication is accidental and no responsibility falls upon Just Superfund.

Severability

If any of the terms of this Agreement are not legally enforceable then that term or the relevant part of it will be either amended as appropriate to make it enforceable or ignored, but in all other respects this Agreement will have full effect.

Governing Law

This Agreement is governed by the Laws of Australia and each party irrevocably submits to the jurisdiction of the courts exercising jurisdiction in that State.

Assignment

Just Superfund has the right to transfer or assign this Agreement to any other accounting firm.



Reading this Agreement

In this Agreement:

- (a) headings are purely for ease of reading and navigation and do not affect how this Agreement is interpreted;
- (b) the singular includes the plural and vice versa;
- (c) the word person includes an entity, a firm, a body corporate, an unincorporated association or an authority;
- (d) all monetary amounts are expressed in Australian dollars (AUD);

Acceptance

All of the terms and conditions outlined in this document and any associated Schedules are confirmed as agreed upon as soon as it is signed, or the Client ticks the acknowledgment checkbox and presses the submit button on the Just Superfund online Appoint Us form, or when we first start work on the Services for you, whichever is first.

Alternatively, acceptance is given if documents are provided to Just Superfund after receiving a copy of this agreement as an email attachment or if a copy is provided in the Just Superfund online portal, or via the Just Superfund website.

EXECUTED as an agreement

Name

Name

Date

Date

Schedule 1

User Licence Conditions

1. Rights to use

Pursuant to the engagement and the terms of this Licence, Just Superfund grants you a limited, non-exclusive, non-transferable, revocable licence to use the Portal (<https://justsuperfund.sharefile.com/Authentication/Login>) solely to access the Services for the term of the engagement.

2. Your Acceptance of the Terms & Conditions

Your access to the Portal is conditional upon your acceptance of, agreement to and compliance with the terms, conditions, notices and disclaimers, including the Just Superfund standard terms and conditions and the engagement letter contained herein (together, the Terms and Conditions).

Please read these Terms and Conditions carefully before using the Portal.

Your use of and access to the Portal constitutes your agreement to the Terms and Conditions, whether or not you are a registered member of the Portal site. Just Superfund reserves the right to amend, update, change or delete portions of the Terms and Conditions at any time without prior notice and you should periodically refer to them. Any modification of the Terms and Conditions will be posted on the Portal website and Just Superfund may select to post a pop-up notification of the revised Terms and Conditions. If you choose not to be bound by these Terms and Conditions (or you choose not to accept any change that Just Superfund makes to these Terms and Conditions), you must stop using the Portal immediately by leaving the Portal website. Your continued use of the Portal following our posting of an amendment to the Terms and Conditions will constitute your binding acceptance of the change.

3. Your Responsibilities

You are responsible for your conduct, the information you upload and must comply with our Terms of Use. It is your responsibility to ensure that your unique log in and password is kept safe and not disclosed to others. Each user must have a unique email address as each login may only be used by one individual. Just Superfund will assume that all access to and use of your account, using a particular log in and password is being done by the relevant user.

4. Intellectual Property

Your use of the account, including any additional functionality does not transfer to you, any Just Superfund or third party intellectual property rights, and all right, title and interest in and to such rights will remain (as between you and Just Superfund) solely with Just Superfund. Just Superfund claims no intellectual property rights over the data you provide in your use of the Portal. As between you and Just Superfund, all data uploaded by you remains yours. The Portal and all apps contained therein are protected by copyright, trademark, trade secret and other intellectual property rights. All such rights are reserved. You may not reproduce, modify, adapt, publish, copy, reuse, disassemble, decompile or reverse engineer any portion of the Portal or application code, or visual design elements or concepts included in the Portal or the apps without express written consent from Just Superfund.

5. Data Security

You are responsible for maintaining copies of all of your data input into your account. Just Superfund adheres to appropriate professional practice and procedures to minimise the risk of data loss, including a daily system back-up regime for any data stored on Just Superfund's systems, but does not make any guarantees that there will be no loss of data. Just Superfund

expressly excludes, any liability for any loss of data, no matter how caused. You are responsible for providing and maintaining all equipment and software browsers necessary to establish a connection to the internet. You must pay any fees and charges for the telephone and Internet Service Provider services associated with access to your account. You are responsible for maintaining your own industry-standard anti-virus and firewall products and other security measures to protect the security of your computer hardware and software. Just Superfund is not responsible for the operation of any secure electronic system (other than our own systems), and any other electronic system or ancillary equipment when you use the Portal.

6. *Technical Requirements*

In order to use the Portal, you will need internet access and may require certain software and hardware items. You may need updates or upgrades of these items from time to time. You acknowledge that your ability to use the Portal may be affected by the performance of hardware, software or internet access. You acknowledge and agree that all technical requirements, which may change from time to time, are your responsibility.

7. *Termination*

In addition to the termination rights set out within Just Superfund standard terms and conditions, Just Superfund may terminate this agreement and/or your access to the Portal at any time, for breach of these Terms and Conditions, without prior notice to you. If Just Superfund terminates your access to the Portal, you are no longer authorised to access the Portal.

If you terminate the services of Just Superfund prior to having paid at least one (1) year's annual compliance fee of \$1,199 then an exit fee of \$1,199 will apply. If you terminate the services of Just Superfund and have paid at least one (1) year's annual compliance fee of \$1,199 then NO exit fee will