SMSF Administration Agreement

FOR

Paul Roberts Pty Ltd

ATF

Paul Roberts Superannuation Fund

Issue Date – 02 February 2022

Effective Date – 02 February 2022

United Global Capital
ABN: 25 154 158 273
AFSL: 496 179

ABOUT THIS AGREEMENT

This Agreement explains the "Services" which United Capital Global Pty Ltd (UGC, we or us) will provide to you, the fees for those Services and the terms of the legal arrangements between you and UGC.

THE AGREEMENT

1. **SERVICES**

(a) **What is the SMSF Administration Agreement?**

As a party to the "SMSF Administration Agreement" you will receive from UGC appropriate and timely administration and compliance services to help your Self Managed Superannuation Fund (SMSF), and its Trustee/s, meet their administrative and compliance requirements and assist with the burden of maintaining investment records (**Services**).

Included in our provision of the Services to you, we will:

- Administer the investments in your SMSF, which includes keeping track of all the documentation and reporting to you regarding transactions made on those investments; and
- Provide you with regular administrative support to meet your compliance obligations such as preparing and filing tax returns, updating investment strategies, preparing and arranging for the funds annual audit and much more.

In connection with the Services, UGC may also undertake dealing activities on your behalf involving applying for, acquiring, varying, or disposing of financial products pursuant to your instructions.

The following table provides a summary of the Services and a description of each component of the Services.

Summary of Services Provided
Preparation of your fund's financial statements
Corporate trustee secretarial support and services
Administering member statements
Administering and preparing your fund's tax returns
Administering and preparing your fund's annual audit
Mail house services for your fund
Portfolio administration and record keeping
Internet access to your fund's investment portfolio and financial statements

(i) **Preparation of your fund's financial statements**

We will review your fund's transactions, allocate as appropriate to your fund's chart of accounts, clarify and classify as appropriate each transaction and keep a record of necessary documentation so that your financial statements reflect the appropriate position of your fund.

We will administer your fund and prepare your fund's financial statements to coincide with the lodgment of your fund's annual tax return.

(ii) **Corporate trustee secretarial services**

We will become your fund's registered ASIC agent for your corporate trustee, where appropriate. We will prepare annual solvency statements, administer your company's annual review, administer your company's contact details and any connected parties contact details, share registers etc.

(iii) **Administering member statements**

We will monitor and appropriately prepare annual, and any required interim, member statements detailing each members own interest in the fund and distribution of interest across their accumulation and pension accounts.

(iv) **Administering and preparing your fund's tax returns**

We will prepare your fund's annual tax return and lodge your fund's tax return on your behalf and arrange for the payment or receipt of any monies due as a result of the preparation of your fund's tax return. We will liaise, as appropriate, with all government bodies to ensure all matters related to the taxation of your fund are dealt with in an appropriate and timely manner.

(v) **Administering and preparing your fund's annual audit**

We will administer your fund's annual audit by liaising with the fund's auditor and prepare and provide any documentation as requested.

(vi) **Mail house services**

We will become your fund's default mail house for all contract notes, corporate actions, ATO notices, ASIC notices, invoices, rental statements, banks statements, dividend statements and any other matters required to administer your fund's affairs efficiently and effectively.

(vii) **Portfolio administration and record keeping**

We will store, maintain and keep up to date all the administrative records and source documentation of your fund electronically.

(viii) **Internet access to your fund's investment portfolio and financial statements**

As a client of UGC you will be provided with secure internet access to details of your fund, its performance and reports to assist you track and monitor it's operation.

2. OUR FEES

(a) Are the fees subject to Goods and Services Tax?

The Services are subject to GST. Unless otherwise stated, all fees and charges contained in this Agreement are inclusive of GST.

(b) How much does it cost to set up a SMSF?

The cost to establish a new SMSF is subject to change and is outlined in our most recent Financial Services Guide (FSG). You can obtain a copy of our most current FSG by visiting our website at www.ugc.net.au. In some instances, depending on your needs, circumstances and complexity of your investments, it may be necessary to produce a Statement of Advice which requires a greater level of analysis than would otherwise normally be required. Where this is the case, we will notify you of any additional costs beforehand and provide you with a quote of the likely cost of the Statement of Advice.

(c) How much does it cost each year?

The Fees for the Service are based on a flat fixed cost per annum. The cost of this service is:

$2,200.00 per annum including GST.

Fees for our standard service are generally required to be paid on a monthly basis and are required to be debited from your nominated account each month around the 11th day of each month. That is, as a client engaging this service, you should ensure that your nominated account has sufficient funds to allow for a direct debit each month of approximately $183.33.

Should you join this service part way through a financial year, your annual fee will be distributed over the number of months left in the financial year. Thereafter, your standard monthly fee will revert back to $183.33 for each subsequent financial year.

Fees in relation to this service will be payable by the entity engaging this service.

In addition to the above fee, your fund may also be required to pay additional fees. Detailed below is a list of these likely additional fees and their associated costs:

Property Administration Fee:	**$275.00 per property, per annum**
Once-Off SMSF Transfer Fee:	**$275.00**

TBAR Reporting Fee:	$275.00 per annum
Pension Establishment Fee:	$137.50
Actuarial Certificate:	$275.00 per annum
Add/Remove Member:	$275 per member
Electronic Service Address (ESA) Fee:	$55 per annum
ATO Supervisory Levy:	As per ATO fee
ASIC Review Fee:	As per ASIC fee
Transfer Balance Cap Report	As per Accountant

The above list of additional fees is not exhaustive and your fund maybe subject to additional administrative and compliance fees charged by third parties outside of this agreement.

You should also be aware that by signing this agreement you will be providing UGC with authority to register your fund with an Electronic Service Address of UGC's choosing. At the date of this agreement with UGC, we will be registering your fund with Wrkr SMSF who's ESA is "wrkrSMSF". By signing this agreement, you authorise UGC to register your fund with Wrkr SMSF and for UGC to accept the Terms and Conditions of Wrkr SMSF on your funds behalf.

(d) **When are Fees Deducted?**

Fees are calculated and deducted monthly from your Settlement Account, with a balance date for the 10th of each month being used to calculate your monthly fee.

Once deducted, all Fees are non-refundable.

(e) **Can the fees change?**

We reserve the right to change the Fees but we will notify you if this happens. If you do not agree to the new Fees, you may end this Agreement by giving us sixty (60) days written notice and the fees ruling under the current Agreement will apply until then. If we do not receive written notification from you within sixty days that you are terminating this Agreement, the new Fees will apply from the completion of the sixty day period.

(f) **What do our fees not cover?**

Our fees do not include:

(i) Brokerage fees and costs and other third party costs in respect of implementing any investment in the Portfolio;

(ii) Further financial advice which you request and which is not consistent with, or outside the scope of, the strategy outlined within your initial Statement of Advice or advice you request relating to specific investments; or

(iii) Accounting, audit and legal costs requested or required by you or specific to your Portfolio (if required).

These costs are additional to the Fees and will be deducted from your Settlement Account as required.

(g) **What other fees does UGC earn?**

UGC may earn up-front fees and trail commissions in relation to retail managed investments but we will disclose these to you at the time any recommendation regarding these investments is made to you.

UGC may also receive placement fees in relation to public offers of listed and unlisted investments but we will disclose these to you at the time of making an investment recommendation to you.

3. **AGREEMENT IS NOT EXCLUSIVE**

We may provide the same or similar services to other persons. We are not required to purchase, sell or recommend the purchase or sale of any investment which we purchase or sell on our own account or which we purchase, sell or recommend for any other client.

4. **SETTLEMENT ACCOUNT**

(a) **Settlement Account**

As part of the Services, we will arrange (or assist you to arrange) a Settlement Account. The Settlement Account is an integral component of the Portfolio and, amongst other purposes, provides an account against which UGC will debit or credit investment transactions you direct us to undertake on your behalf and from which all Fees and any other costs will be deducted. In normal circumstances, we maintain custody of the check book.

(b) **Cleared Funds**

You must ensure that we have sufficient cleared funds available to meet any liability arising within the Portfolio or under this Agreement.

(c) **Credits to Account**

The settlement account will be credited with:

- any amounts that you pay into the account;
- the proceeds of any settlement effected by us on your behalf; and

- such other amount that we determine is appropriate to credit to your account.

(d) **Debits to Other Accounts**

Your settlement account will be debited with:

- any costs which are to paid from the account pursuant to your instructions;
- any costs which are required to fully satisfy a liability or expense of any nature arising within the Portfolio or pursuant to this Agreement; and
- such other costs that that arise from any other services that you request and we provide to you.

5. **INDEMNITY AND DISCLAIMER**

(a) **Indemnity & Liability**

You acknowledge that investing carries inherent risk. UGC makes no representation the Portfolio amount is guaranteed or free from risk or loss. You agree that you will read each product disclosure statement we provide, or make available, to you.

UGC is not liable for losses or other liability arising from:

(i) the performance or non-performance of the Portfolio, your investment or strategy;

(ii) advice provided pursuant to this Agreement (provided such advice is not negligent);

(iii) a broker declining an instruction or acting otherwise than in accordance with instructions;

(iv) our inability to act or give effect to your instructions due to your, or a third party's, conduct or omission; or

(v) incomplete or incorrect instructions or information given by you to us.

Except to the extent of UGC's negligence, dishonesty or fraud, you indemnify and keep UGC indemnified from and against any and all liabilities, obligations, costs, claims, expenses, losses, suits, and damages you, or a related party of you, may suffer or incur as a result of the Services and any loss, reduction or impairment of the Portfolio.

To the maximum extent permitted by law, you agree that UGC has no liability, and will not be liable, to you or any other person whether in contract, tort or otherwise for any costs, expenses, injury, loss or damage of any kind (including, without limitation, direct, indirect, special or consequential loss or damage of any kind, loss or profits, loss or corruption of data, business interruption or indirect costs) you or any other person may suffer or incur arising in any way in connection with any loss or reduction in value to the Portfolio, this Agreement or the provision of the Services.

This Clause 5 survives termination of the Agreement.

(b) **Third Party Materials**

You acknowledge and agree that in the course of providing the Services, UGC will rely on Third Party Materials and information provided by you.

UGC is not liable in any manner where Third Party Materials are delayed, disrupted, corrupted, incorrect or incomplete. UGC will make reasonable enquiries into the suitability of Third Party Materials and will use all reasonable endeavours to ensure Third Party Materials do not prevent the provision of the Services to you however UGC disclaims all liability arising from any defect in, or arising from, Third Party Materials.

You release UGC from all liability, loss, damage, cost, and interest and any other liability whatsoever suffered by you, or a related party of you, arising directly or indirectly from:

(i) incorrect or incomplete information you provide to us;

(ii) the use, access or transmission of any information by means of Third Party Materials; or

(iii) delays, interruption or any other failure to deliver the Services arising in any way from Third Party Services,

unless, and only to the extent, such liability, loss, damage, cost, or interest arises from the negligent, fraudulent or dishonest conduct of UGC.

(c) **Third party broker**

You are responsible for costs, brokerage and other charges of any broker appointed by us pursuant to this Agreement and for any transaction costs effected or authorized by you under this Agreement. You authorize us to debit any brokerage and other liability to your nominated account or Settlement Account, as the case may be.

6. **TERM AND TERMINATION**

This Agreement commences upon your return to us of a copy of this Agreement executed by you or upon your further instructions to us after having received a copy of this Agreement. This Agreement will continue until terminated by either party in accordance with the terms of the Agreement.

You can terminate this Agreement by giving us sixty (60) days written notice.

We may terminate this Agreement by giving you sixty (60) days written notice. If you are in breach of this Agreement or we are instructed to act contrary to law, we may, at our discretion, suspend your account or terminate this Agreement immediately or after a period of notice at our discretion.

7. OTHER MATTERS

(a) Authority to Act for you

By entering into this agreement, you authorise us to act for you in the matters set out in this Agreement. You appoint UGC as your agent to carry out your instructions with respect to the Services and the Portfolio. As your agent, you indemnify us for our activities that we properly carry out in respect of the appointment. Our appointment as agent does not prevent us receiving the Fees or other payments as set out in this Agreement. Our appointment as your agent is only for the purpose of carrying out the Services and conducting transactions with respect to the Portfolio. In all other respects, our relationship with you is that of an independent contractor and this Agreement is expressly of a contractual nature only and does not create a partnership, employment or any other such relationship.

You must not represent that you have any power, right or authority to bind UGC, or to assume or create any obligation or responsibility, express or implied, on behalf of UGC.

(b) Other Indemnities and Authorities

In order to provide you with some of the services outlined in this Agreement, it may be necessary for you to execute additional authorities or indemnities provided by us or by third parties such as those which allow us to settle share transactions electronically. If you do not sign these authorities or indemnities when requested, we may be unable to act for you in the manner set out in this Agreement or provide the Services.

(c) Portfolio Communications via UGC

All instructions relating to the Portfolio must be given to us clearly, promptly and in writing (unless agreed otherwise) so that we can properly provide the Services to you.

(d) Confidentiality and Privacy

Except where expressly stated in this Agreement, we agree to use all reasonable endeavours to keep confidential all information relating to your financial affairs and your Portfolio. You acknowledge and agree that our financial advice to you is confidential and not to be disclosed to any other person except your professional advisors and, in that case, only for the purpose of accounting and legal advice. Either party may disclose any information if required to do so by law.

You authorise us to provide your personal information to third parties for the purpose of carrying out the Services, including the establishment of the Settlement Account, proper verification of identity procedures and carrying out transactions on your behalf.

(e) Assignment and delegation

Upon, sixty (60) days notice to you, we may assign this Agreement to a third party. You must not assign this Agreement without our express written consent.

We can delegate our powers, authorities and obligations under this Agreement to another person.

(f) **Related Entities**

We may:

(i) invest in.

(ii) deal with; or

(iii) engage the services of,

any related entities of UGC. The related entities may charge fees, brokerage and/or commissions at market rates. Any such costs, if incurred to your Portfolio, will be notified to you in advance. Such costs, if incurred and agreed, are additional to the Fees set out in this Agreement.

(g) **Further Acts**

Each party will promptly do and perform all further acts and execute and deliver all further instruments required by law or reasonably requested by any other party to establish, maintain and protect the respective rights and remedies of the parties and to carry out and effect the intent and purpose of this Agreement.

(h) **Severability**

If any provision of this Agreement or its application to any person or circumstance is or is found to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions of this Agreement or the application of such provisions to any person or circumstance and the said other provisions shall remain in full force and effect.

(i) **Notices and Communications**

(i) All notices, requests, demands or other communications from one party to the other under or in connection with this Agreement shall be given to or made upon that party by writing sent by email to the email address of that party as notified be each party to the other at the commencement of this Agreement. You acknowledge, agree and consent that UGC may take verbal instructions from you in respect of

(ii) AS A MATTER OF POLICY, UGC DOES NOT ACCEPT INSTRUCTIONS BY FACSIMILE

(iii) A communication will be taken to be given, in the case of delivery in person, on the day it is delivered, or if by post, 3 business days from the day on which the notice was sent.

(iv) The parties may agree that they may communicate using modes of communication not otherwise provided for under this Agreement. In that case, the parties must also agree on when such communications will be treated as being received for the purposes of this Agreement.

(j) **Waiver**

Subject to any consent in writing of any of the parties, no waiver by any party or any default in the strict and literal performance of or compliance with any provisions, conditions or requirements herein shall be deemed to be a waiver of strict and literal performance of and compliance with any other provisions condition or requirement herein nor to be a waiver of or in any manner release any other party from strict compliance with any provision, condition or requirement in the future hereunder or in any manner impair the exercise of any such rights accruing to it hereunder.

(k) **Prior arrangements**

This Agreement supersedes and cancels any previous legal relationship, representations, agreement, arrangement or understanding, written or oral, between the parties concerning the provision of the Services.

(l) **Variation**

This Agreement may not be amended except in writing signed by or on behalf of all of the parties.

(m) **Variation**

Where you are acting as a trustee on behalf of a trust, you warrant that you are entitled to enter into this Agreement and the powers of the trust permit all the transactions and conduct contemplated by this Agreement and that you are indemnified from the assets of the trust for all liabilities you may incur pursuant to this Agreement.

(n) **Electronic access**

If UGC provides you information, via secure internet access, relating to your Portfolio, you must not use such access for any purpose or any manner other than for its stated purpose and subject. Any access credentials (such as passwords or login details) must not be shared with any other person except your professional advisors.

(o) **Goods and Services Tax**

Where words and expressions used in this clause are defined in the GST Act they shall have the same meaning as those words and expressions in the GST Act.

Except where express provision is made to the contrary, the consideration payable by under this Agreement represents the value of any taxable supply for which payment is to be made and includes the amount of GST applicable to such consideration.

If, under this Agreement, the Client is required to pay, reimburse or contribute to an amount paid or payable by UGC in respect of an acquisition from a third party for which UGC is entitled to claim an input tax credit, or if a payment arises pursuant to an indemnity, the amount required to be paid, reimbursed or contributed by you will be the value of the payment plus any GST.

Where UGC charges GST, it may, if requested, provide you with a valid tax invoice in accordance with the GST Act.

(p) **Governing Law**

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria, Australia and each of the parties irrevocably submits to the jurisdiction of courts of that State and the appellate courts there from.

8. DEFINITIONS

"**Agreement**" means this agreement.

"**Excluded Assets**" means real property and other investment assets you own or control and which are agreed in writing with us at, or before, the commencement of this Agreement are not included in the Portfolio.

"**Portfolio**" means all the investments, financial products, accounts and the like which you request us to manage, acquire or divest and includes such investments, financial products, accounts and the like which we acquire or arrange on your behalf in accordance with your instructions. "Portfolio" does not include Excluded Assets.

"**Settlement Account**" means a cash management account with Macquarie Bank.

"**Third Party Materials**" means any content, services, products, facilities and/or information provided by third parties.

"**UGC**", "**we**", "**our**" **or** "**us**" means United Global Capital Pty Ltd (ABN 25 154 158 273) as the context dictates.

"**you**" **or** "**your**" means you, the party entering into this Agreement with UGC.

Executed as an agreement on: 02/02/2022

Paul Roberts (Director of Paul Roberts Pty Ltd ATF Paul Roberts Superannuation Fund)
Address: 15 Stoeckel Terrace, Paringa SA 5340

Signed by United Global Capital Pty Ltd
(ABN 25 154 158 273) in accordance with
s127 of the Corporations Act:

Director