Terms of Engagement

From 1 July 2025

These are the Terms of Engagement ("Terms"). This Agreement is constituted by these Terms and any other later document that we advise you becomes part of, or varies this Agreement. These Terms confirm our understanding of the nature and the limitations of the services we will provide.

If the terms of our engagement are acceptable, please sign this original Engagement Agreement and return same to our office. Please contact this office immediately if you do not understand, or if you wish to discuss any aspect of the terms of this engagement.

If you do not forward your signed copy of the Engagement Agreement, or contact us with changes to the engagement, yet continue to provide us with information and instructions regarding your financial affairs, the terms and information provided in this agreement will bind us both.

RESPONSIBILITY FOR YOUR WORK

Over the years our Firm has established a cost effective structure, incorporating a Team of Professional Accountants and Assistants to provide you with an economical service.

The Partner is in charge of your affairs with respect to the Super Fund and ultimately responsible for all of the matters relating to this file.

The team attends to certain functions relating to your affairs, such as general administration and basic accounting. Of course, all work attended to by the team is reviewed by the Partner. The team providing you with your Professional Accounting Service is set out in the Team of Professionals later in this agreement together with indicative charge rates.

RELATIVE RESPONSIBILITIES AND CONFIDENTIALITY

The conduct of this engagement will be carried out in accordance with the standards and ethical requirements of The Institute of Chartered Accountants in Australia, which means that information acquired by us in the course of the engagement is subject to strict confidentiality requirements. This information will not be disclosed by us to other parties, except as required or allowed for by law or professional standards, or with your expressed consent.

Our files may, however, be subject to review as part of the quality control review program of The Institute of Chartered Accountants in Australia, who monitor compliance with professional standards by its members. We advise that by signing this agreement you acknowledge that, if requested, our files relating to this engagement may be made available under this program. Should this occur, we will advise you prior to releasing any files.

We may use external Contractors/Outsourcing Organisations to perform work on your file and they will be given access to your information. This is done to afford you the most cost effective service possible. This will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information. If you do not wish us to utilise external Contractors/Outsourcing Organisations please advise.

We may also provide your information to associated entities for services that we believe will be of value to you. Once again, this will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information.

THIRD PARTY RESPONSIBILITIES

We may utilise outsourced service providers and cloud computing service providers, including the following:

Class SMSF Accounting Software - based in Australia – Software used to produce annual financial statements and tax returns.

Xero - based in Australia & New Zealand– Cloud storage facility used as Practice Management Software to assist with the management of workflow, reporting, billings and the storage of client details.

FYI Docs – based in Australia - Cloud storage facility used to store client records and the storage of templates.

Backoffis - based in India – External Accountants utilised to outsource general accounting, data processing and other work under the instructions and reviewed by Virtu Super accountants.

To perform the services, we may provide these third parties with access to your data to the extent this is required to perform the services.

Your data will be stored in services physically located in Australia (unless otherwise specified above) and in accordance with the security practices of the third party service providers and Privacy Policy.

OTHER INSTITUTE RECOMMENDATIONS

The Institute has determined minimum standards with regard to service and, in accordance with those recommendations, our Practice:

a) uses properly trained staff to maintain quality standards. We ensure that all internal staff undertake a minimum of 60 hrs of continuing professional education each year.
b) maintains professional independence at all times;
c) establishes and operates satisfactory quality control procedures;
d) bases our fees on the chargeable time of each staff member.
e) records all time so as to enable you to be aware of the extent of the work performed for you; and
f) will, if requested, provide an estimate of our billing prior to the commencement of an engagement.

REVIEW AND PREPARATION OF FINANCIAL STATEMENTS

As and when required throughout the year we will review your records and where applicable process certain data to enable the preparation of Interim and End of Year Financial Statements.

The Financial Statements will be based on the information you provide to us and other information that our office accesses via services such as Class Super if you have authorised us to do so. As a result:

- You and your employees (if applicable) are responsible for the maintenance of the accounting systems and internal controls for your superannuation fund. That includes the keeping and maintenance of all required books of account.
- Virtu Super is not being engaged to conduct a statutory audit of the superannuation fund and we will not express an Auditor's opinion as to the truth and fairness of the Financial Statements. The Statutory Audit will be conducted by our

external auditor on an independent basis. The nominated auditor will separately address you with regard to the Audit Engagement, as required each financial year.

- Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and inherent errors that may exist. However, we will inform you of any such matters that may come to our attention during our review of your data.
- This engagement will be conducted in accordance with the relevant standards and ethical requirements of the Institute of Chartered Accountants in Australia.
- Our reports will be prepared for distribution to Members for the purpose noted above. We disclaim any assumption of responsibility for any reliance on our report to any person other than the Members and for any purpose other than for which it was prepared.

PREPARATION AND LODGEMENT OF INCOME TAX RETURNS

We will prepare and lodge the Fund's Income Tax Return based on the Financial Statements prepared.

As mentioned earlier, while we will be assisting you in the preparation of Financial Statements and your SMSF Income Tax Return, it is agreed that Virtu Super will not be undertaking any independent audit of the Financial Statements or Income Tax Return prepared.
Our role will be limited to the compilation of the Financial Statements and preparation of the relevant Taxation Return based on the information & records provided by you to us.

The Financial Statements prepared will be audited by an approved Auditor and an Audit Report will be issued under a separate Engagement Agreement each year.

While our engagement does not include the abovementioned audit, we are required by the *Tax Agents Services Act 2009* to satisfy ourselves as to the reasonableness of the information and claims being made in your Income Tax Return. The Legislation provides the basis for this and may require us to make further enquiries with you from time to time in relation to your Taxation Return. Where possible, we will endeavour to identify the information that will be required in advance.

We are entitled to rely on the records provided as being both accurate and complete.

We will have your Income Tax Return lodged on time, as required by the Australian Taxation Office, providing we are in receipt of all information to prepare your Return no later than two months prior to the due date for lodgement. This avoids the delays that generally occur in our Firm just prior to lodgement.

This length of time also ensures that if required, we have sufficient time to arrange the audit of the Fund, which must also be completed before lodging the Tax Return.

We will take all possible steps to have your Return lodged on time, however we offer no guarantee unless we have received the information within the abovementioned timeframe.

We also advise that we are legally prevented from electronically lodging your Income Tax Return until such time as we receive the signed Section K: Declarations and Electronic Lodgement Declaration.

When Returns are left to the last minute, due to time constraints it may not be possible to have them forwarded to you for signature and back in our office by the due date.

YOUR OBLIGATIONS AND RIGHTS

The *Tax Agents Services Act* 2009 requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- You are subject to the self-assessment system in relation to any of your Income Tax Returns. The Commissioner is entitled to rely on any statements made in your Income Tax Returns. Where those statements are later found to be incorrect, the Commissioner may amend your Income Tax Assessments and, in addition to any tax assessed, you may also be liable for penalties and interest charges.
- You have an obligation to keep proper records that will substantiate the Taxation Returns prepared and which will satisfy the substantiation requirements of the *Income Tax Assessment Act*. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty or general interest charges.
- You are responsible for the accuracy and completeness of the particulars and information required to comply with the various Taxation Laws. We will use this information supplied in the preparation of your Returns.
- Your rights as a taxpayer include:
  - The right to seek a Private Ruling;
  - The right to object to an assessment by the Commissioner;
  - The right to appeal against an adverse decision by the Commissioner.

Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time, you should contact us so that we can provide you with the relevant timeframes and to discuss any additional requirements which may exist.

In the course of our engagement we will prepare various working papers and notes consistent with our internal quality control system. These working papers remain the property of our firm and will be retained by us to support any future queries on work completed. Original source records provided by you to us to assist in the completion of your work will be returned to you at the completion of each engagement. Where appropriate we may take copies to retain on your client file.

CORPORATE AFFAIRS MATTERS

There are various requirements of the Australian Securities & Investments Commission (ASIC) that have to be attended to in relation to Companies that may be related to the Fund's activities, e.g. if you have a Trustee Company. This includes notifying ASIC of various changes to Directors and Shareholders, preparation and lodgement of Annual Company Returns, etc.

If you have requested us to attend to the Corporate Affairs matters on your behalf, we will prepare and lodge the appropriate documents in relation to matters that affect your Company as soon as practical after being provided with the information.

These documents will be forwarded to you for signature prior to lodgement. Many of these documents must be lodged within a short period of time after the change occurs. In this regard, documents not returned to our office by the due date will incur

additional lodgement fees and/or additional processing fees. You will be advised of relevant due dates for lodgement.

Our Corporate Affairs Division utilises an electronic recording system to keep track of all Company data. It is not possible to maintain the integrity of this system if documents are lodged by other means. Details of a change are required to be input into our electronic system. In this regard, we must be informed of any changes or matters that may affect your Companies.

BUSINESS ACTIVITY STATEMENTS AND INSTALMENT ACTIVITY STATEMENTS

Should we be instructed by you, we will prepare and lodge the appropriate BAS and IAS as and when required on a quarterly or monthly basis as soon as practical after being provided with the information to do so.

At present, the deadline for lodgement of these documents is the 28th day after the end of each quarter (for quarterly lodgers).

If we are not provided with the information by the 14th day of the particular lodgement month, we will not be able to guarantee that we will have the above Statements lodged on time.
This is due to the extra-ordinary level of work imposed by the Australian Taxation Office on our Firm during the two weeks prior to lodgement dates.

If the information is provided after the 14th day of the said month, we will endeavour to have the documents lodged by the due date, however we cannot offer guarantees and penalties for late lodgement may be imposed (subject to extensions that may be provided by the Australian Taxation Office from time to time).

LIMITED POWER OF ATTORNEY

The Australian Taxation Office requires your authorisation each time we lodge an Activity Statement on your behalf.

In order to streamline this process each month/quarter (rather than requiring your authority each time), you are able to appoint us as your Attorney to lodge these documents on your behalf.

Please note that this will not entitle our office to lodge any other documents on your behalf with the Australian Taxation Office, such as Income Tax Returns, without you first reviewing and signing. The Limited Power of Attorney only relates to monthly and quarterly Activity Statements.

AUTHORITY TO ACT ON YOUR BEHALF WITH THE ATO

There are a number of functions we are required to carry out on your behalf with the Australian Taxation Office and in particular the following accounts for you and your associated entities.

- Income Tax Account
- Integrated Client Account
- BAS Roles

The Australian Taxation Office have advised that if we hold a signed Authority from clients to act on their behalf, then we can make various changes as they arise, update Communication Preferences and lodge the required documents without the need for your signature each and every time. Once you authorise our firm to act on your behalf (by signing this Engagement Agreement), we will undertake these functions until otherwise directed by you.

SPECIFIC MATTERS TO BE RESEARCHED

From time to time you may request advice from us which may not be able to be provided immediately, due to the issues and facts to be considered.
With the multitude of Superannuation and Taxation Law which we must consider, some questions you may ask may seem simple, however due to the complexities of the above, it may not be possible to provide you with an immediate answer.

More and more these days we are required to research and thoroughly consider all of your particular facts as they relate to the above Legislation, which not only takes time, but also involves the use of our Professional Team and in some cases external Consultants.

In these circumstances, the time taken by our Team to research and provide you with the appropriate response will be recorded through our Work In Progress System.

We will endeavour to provide you with an immediate and quick answer where appropriate, however to ensure that you receive a professional service and accurate advice a more detailed investigation into the facts may be required.
In addition, many questions may seem basic or similar to previous requests for advice, however every case generally has a different factor to be considered to the previous case and, as a result, may have a different outcome which warrants the additional research.

OTHER AREAS OF LAW

We are not permitted by Law to advise in relation to legal matters (other than Taxation Law) such as Stamp Duty. We can provide general information as to the applicability of Stamp Duty Laws, if required, however we will refer you to your Legal Advisors for this advice.

If requested by you, we will endeavour to advise you of other areas of Law that may affect various transactions you undertake. If we are not able to provide you with advice, we can refer you to a suitably qualified professional, from whom you can seek the appropriate advice.

TELEPHONE & EMAIL ADVICE

Telephone and email communications and advice are recorded in writing on your file for quality assurance and professional indemnity insurance purposes. We encourage you to telephone or email us for advice on matters of concern. However simple, the advice may save you significant time and money.

As set out in the attached Schedules, our fees are based on time, which includes telephone calls and email correspondence. Time spent by our Team in relation to these matters will be recorded on your WIP and may be billed to you at our discretion.

PRINCIPLES OF DETERMINING FEE LEVELS

The attached fee schedule acts as a guide as to how our administration fees are determined. The fees are determined according to the level and structure of investments held by the fund.

Where it is necessary for us to quote a fee for work undertaken in relation to investments or structures which sit outside those listed on our fee schedule, then we will determine this quote on the basis of the time that we estimate it will take us to conduct the work required.

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The Institute of Chartered Accountants in Australia ("The Institute") recommends that its members conform to prescribed guidelines in determining fee levels. The Institute does not issue a standard scale of professional fees due to the diversity of services offered by Chartered Accountants and the degree of skill attached to those services.

Additionally, the Institute does not intervene between an Accountant and client on the question of professional fees charged. However, the Institute has issued guidelines for establishing fee levels to ensure that, on the one hand you are fairly charged and, on the other, our firm performs for you.

The charge-out rates applied to the time incurred take account of staff salaries, direct costs associated with providing the service, and indirect costs associated with operating our Practice. These rates are reviewed on a periodic basis.

Special services, such as unusual audit and investigation assignments, trustee advisory services, and the need to provide these services at little or no prior notice, requires us to ensure we have the available staff with the necessary qualifications to handle all challenges that we may face. With ever changing superannuation and taxation laws, we are required to undertake significant education and training programs to ensure that we have the ability to provide you with the right advice. On many occasions (due to the ever changing laws), it is a necessity that specialist research will be undertaken on particular matters that pertain to your file. A clear record of all of this time is maintained.

The only commodity we have to sell is our knowledge and ability to perform accounting functions on your behalf. Therefore, to ensure an equitable remuneration to our Firm for the services we provide, an efficient record is maintained of time spent on your file.

We do not necessarily bill you for all the time that is allocated to your file, but the recording system does provide us with a guide as to the amount of time we have utilised in providing you with the highest quality service possible.

ISSUING OF FEES

From time to time, we will issue invoices to you for the work that is carried out.

Any special assignments or work done by quotation will be invoiced upon completion. We reserve the right to progress bill in cases where the assignment continues for an extended period and would do so in $1,000 instalments.

Upon completion of a financial year's work, we will issue an invoice covering the full year's work, including any supplementary fees payable according to our fee schedule. If applicable, this invoice will include a credit for any amounts paid on the monthly billing arrangement.

CREDIT TERMS

Our credit terms are strictly 14 days from invoice.

However, where we are required to outlay monies on your behalf for services provided by external parties such as Solicitors or Actuaries, we will require a forward payment for this service.

As practice overheads are comprised of cash type items (primarily Wages and Rent), charge rates are based on the assumption of prompt settlement of billings. We are unable to offer extended credit without additional charge or prior arrangement. Our credit terms require payment in full within 14 days of receipt of our billing. No further assignments will be undertaken or advice given where any part of the billing remains overdue.
We issue Statements on a monthly basis for amounts outstanding at the end of the month.

We have appointed an Account Administrator who will liaise with you in relation to outstanding accounts or disputes.

As mentioned earlier, we generally issue bills on a regular basis, as and when work is carried out, or on a monthly or quarterly basis if this is more appropriate. If accounts are not paid on time, it may result in work being ceased on your file, which could jeopardise the preparation of Financial Statements and Tax Returns and lodgement of various documents on a timely basis.

RESPONSIBILITY FOR PAYMENT OF ACCOUNTS

You have engaged us to perform work for yourself and/or entities you are associated with.

This Engagement Agreement sets out the conditions of the engagement between ourselves and yourselves as trustees of the Superannuation Fund. The issuing of fees and the carrying out of the work is undertaken on your behalf.

It is appropriate for accounts to be paid by the Superannuation Fund, rather than other related entities or by yourselves personally, however responsibility for unpaid accounts will be addressed to yourself personally.

If at any time you have a problem with your Account and are unable to resolve the matter with our Account Administrator, please feel free to contact me personally.

REFERRALS

Our firm may refer you to an external service provider in circumstances where we believe them to be a good fit for you. In no way do we do this with the expectation of referrals or work from the provider in return.

There are associated entities that we may enter into a joint venture agreement with, for which we would receive a share of the profit.

Some service providers may refer clients to our firm or pay us a referral fee or commission. If any such fees or commissions are received from said provider, this will be fully disclosed to you.

Please note that it is always your choice when considering if the provider is suitable for your needs.

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ENTITIES PROVIDING SERVICE

Virtu Super is a trading entity of the Marsh Tincknell partnership. The Company Marsh Tincknell Pty Ltd has been appointed as Agent for this Partnership.

Full details of our Legal Structure are as follows:

Marsh Tincknell Pty Ltd as Agent for the Marsh Tincknell Partnership between:

PMIP Trust (Trustee – Marsh Tincknell Pty Ltd)
RCIP Trust (Trustee – Marsh Tincknell Pty Ltd)
EGIP Trust (Trustee – Marsh Tincknell Pty Ltd)
DTIP Trust (Trustee – Marsh Tincknell Pty Ltd)
DTIP Asset Trust (Trustee – Marsh Tincknell Pty Ltd)
ARIP Trust (Trustee – Marsh Tincknell Pty Ltd)
BDIP Trust (Trustee – Marsh Tincknell Pty Ltd)
SDIP Trust (Trustee – Marsh Tincknell Pty Ltd)
EMIP Trust (Trustee – Marsh Tincknell Pty Ltd)
CMIP Trust (Trustee – Marsh Tincknell Pty Ltd)
ATIP Trust (Trustee – Marsh Tincknell Pty Ltd)

Other Details:

Marsh Tincknell Pty Ltd	ACN: 137 316 815
Marsh Tincknell Partnership	ABN: 58 616 576 454

TEAM OF PROFESSIONALS

Director	$410
Manager	$340
Supervisor	$315
Senior Accountant	$290
Accountant	$240
Admin Assistant	$160

CONFIRMATION OF ENGAGEMENT

Obviously, there are many issues to consider in this engagement and we ask that you consider all aspects of this agreement to ensure you are satisfied with the scope of our engagement.

Please contact us if you have any questions about this agreement.

Once you are satisfied with the terms of our engagement, would you please sign and date the Acceptance below.

As mentioned, if you do not return this Engagement Agreement signed, nor contact us with changes to the engagement, yet continue to provide us with information and instructions regarding your financial affairs, the terms and information provided in this agreement will bind us both.

We thank you for the opportunity to provide Self-Managed Superannuation Fund Accounting and Taxation Services to you and we look forward to continuing our close working relationship with you for many years to come.

ACCEPTANCE

I/We acknowledge that I/we:

- Understand and agree to the nature of our relationship and the services provided.
- Understand and agree to the payment terms outlined.
- Will remain responsible for providing you with instructions and the ultimate payment of our fees.
- Have the appropriate authority to engage you to perform services for the entities we so request.

Date:

_____ _____
Print Name Signature

_____ _____
Print Name Signature

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virtu
self managed super specialists

FUND ADMINISTRATION	
No of Investments	**Annual Accounting + Tax Lodgement (incl. GST)**
0 to 4 investments	$1,925
5 to 10 investments	$2,530
11 to 20 investments	$2,915
21 to 30 investments	$3,685
31 to 40 investments	$4,400
41 to 50 investments	$4,840
Above 50 investments	Quote to be provided
Add to above fee for the following: - Residential property - Commercial Property - SMSF Borrowing - Related Unit Trust - Fund registered for GST - Wrap Account - Preparation of adjustment journal MYOB - Non-Standard Investments	 $770 $1,100 $550 Quote to be provided $330 $660 $660 Quote to be provided

Additional Services Relating to Fund Administration	Cost (incl. GST)
Audit (annual)	From $495 (average fee - $660)
Preparation and lodgement of BAS	$220 per BAS
Commencement of a pension (inc minutes)- per pension	$330
Pension commutation and Recommencement 1 July – per pension	$330
Pension Administration – per pension member	$165
Actuarial Certificate for Account Based Pension	$330
Pension commutation (inc minutes)	$330
Lump sum withdrawal (per withdrawal)	Member under 60 years: $220 Member over 60 years: $110
Preparation and lodgement with ATO of Transfer Balance Account Report for pension commencements, commutations or lump sum withdrawals (per event)	$82.50 per event
Rollover Documentation (per transaction)	$220
Consulting in relation to matters of non-compliance	Quoted based on matter. Auditor may also charge for lodgement of Contravention Report
Release Authority forms (Division 293, excess contributions tax) (per release)	$165
Request to Adjust Super Contributions form and minutes (per member)	$330
Centrelink Schedules (per member)	$220
Other Services	**Cost (incl. GST)**
Establish a SMSF (including trustee training) Additional fees to a Financial advisor for an SOA may also be incurred.	$1,320
Establish a Corporate Trustee	$1,870
Assistance with rolling super into new SMSF	$220 per amount to roll in
Deed of Variation	$660
Deed of Appointment and Retirement	$660
Combined Deed of Variation and of Appointment / Retirement	$770
SMSF Borrowing Documentation (includes Agency agreement in QLD):	Bank lender: $1,705 Non bank lender: $2,915
Advice/Assistance in relation to SMSF borrowing including procuring legal documents above	$2,200 - $2,750 (can vary depending on scope: quote for more extensive work will be provided where applicable)
Establishment of Security Trustee Company required for SMSF Borrowing	$1,870
Consulting assignments	Price to be quoted once scope is determined
Fund wind up (in addition to admin cost above)	To be quoted
Annual fee for acting as ASIC agent for corporate trustee (payable to Marsh Tincknell)	$430 (Sole Purpose) $692 (Non-super Trustee Company)

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Notes

1. A purchase and sale of a share constitutes 2 investments (ie, for the purposes of the above scale of fees, each "transaction" constitutes an investment)
2. Additional fees may be payable for options trading – to be quoted
3. As set out in our Terms of Engagement, we engage Marsh Tincknell to handle corporate affairs for our clients. Their annual fee for acting as ASIC agent and preparing the Annual ASIC Return for the corporate trustee is payable to Marsh Tincknell when the company registration fee is due.
4. Pension commencement fee is based on a pension establishment at 1 July of any year. To commence a pension mid-year will require accounts to be prepared to facilitate the pension establishment and a new fee may be negotiated in accordance with the above schedule
5. Pension commutation fee is based on the commutation of a pension at 1 July of any year. To commute a pension mid-year will require accounts to be prepared to facilitate the pension commutation and a new fee may be negotiated in accordance with the above schedule
6. The ATO's Supervisory Levy is payable in addition to the Administration Fees. Fee will be included in Notice of Assessment / Statement of Account issued by ATO to the client. Upon lodgement of the Fund's Annual Return the levy is expected to be $259.
7. The Fund Administration costs are based on unsegregated account balances. Segregated administration by quotation
8. In relation to documenting a lump sum withdrawal or rollover, should the client choose the annual accounting option only, then an additional fee will be required to be negotiated to calculate mid-year balances
9. Audit will be conducted by an independent auditor appointed by us. Audit fee will be estimated prior to commencement. The Auditor may need to increase their fee should any matters of non-compliance be discovered during the course of the audit, and allow for resulting mandatory Auditor Reporting to the ATO.