easySMSF

Terms & Conditions

easySMSF | SMSF Administration Services

easySMSF Australia Pty Ltd | Tax Agent No. 26328187

Version 1.0 · Effective 01/07/2026

1. Service Offer

These terms & conditions form part of the SMSF Administration Services Agreement (Agreement) and should be read in conjunction with it. If you are unsure of the meaning of any of the terms or clauses herein, you should contact us. The scope of the services that we will be providing to you is expressed in our communication to you (including any quote, fee schedule, order confirmation or online order), together with what our charges to you will be for the provision of these services.

2. Scope of Services

Our services comprise the annual accounting, taxation and administration of your self-managed superannuation fund (Fund) and the facilitation of the independent audit of the Fund, as described in our communication to you. Unless separately agreed in writing, we will not:

2.1 perform an audit or review of, or independently verify, the information you provide (we may ask for clarification). Accordingly, no assurance is expressed and our work cannot be relied upon to detect fraud, other irregularities or errors;

2.2 provide financial product advice or recommendations. easySMSF does not hold an Australian Financial Services Licence (AFSL) and is not authorised to provide such advice (refer to our Advice Disclaimer);

2.3 provide legal advice, actuarial advice, or advice on the establishment, structuring or winding-up of the Fund beyond an accounting perspective.

3. Acceptance of Offer

Before accepting this offer, you have the right to obtain independent legal advice about the terms and effect of this Agreement. You are deemed to have accepted, and will have entered into, this Agreement (including being invoiced in accordance with it, and giving the personal guarantee and indemnity in clause 11) if you either:

3.1 sign and return a copy of this document, or any agreement or letter that references these terms & conditions, to us;

3.2 give us instructions to proceed with providing the services after receiving this document;

3.3 complete an online new SMSF order or SMSF transfer via the easySMSF website or portal that references these terms & conditions;

3.4 sign your annual accounts, financial statements or annual return for any financial year (which constitutes acceptance of the then-current version of these terms); or

3.5 accept this Agreement orally.

4. Recurring Engagement

This is a recurring annual engagement. It remains in force for the financial year in which it is accepted and for each subsequent financial year until terminated in accordance with clause 19. We may issue an updated version of these terms from time to time. The then-current version (available on our website) applies to each financial year, and your continued instructions and/or your annual accounts sign-off constitutes acceptance of that version.

5. easySMSF's Commitment

We agree that we will:

5.1 exercise all reasonable care and skill in providing the Services;

5.2 provide the Services by appropriately trained and qualified staff;

5.3 where possible, endeavour to identify the information that will be required in advance, and keep you reasonably informed of the progress of your work;

5.4 whilst not undertaking any independent audit of the financial statements, comply with our requirements under the Tax Agent Services Act 2009 (TASA) to satisfy ourselves as to the reasonableness of the information and claims being made in your SMSF Annual Return;

5.5 not handle or have access to any money or property belonging to you directly or indirectly (including through a trust account), or negotiate any cheques on your behalf, without your express permission and authorisation.

6. Your Commitment

The accounts and assets of your Fund are held in your name(s) as Trustee and under your control. As Trustee (including as Director of a corporate trustee) you acknowledge and agree that you will:

6.1 ensure that any activity of the Fund complies with the SMSF Trust Deed and the laws then applicable;

6.2 ensure at least one bank account is open and maintained as the Cash Account of the Fund, used only for Fund transactions and not for personal banking;

6.3 retain sufficient funds in the Cash Account to pay regular outgoings, including all applicable fees under this Agreement;

6.4 sign any third-party authorities, or take any steps necessary, so that we can (directly or via intermediaries) receive all applicable bank, broker, wrap or other transaction feeds and holding balances;

6.5 ensure that all investments are made in the Trustee's name;

6.6 provide any documentation or information we request for the completion of your accounts, SMSF annual return or compliance audit (including the auditor's annual report) within 14 days. If we are required to contact you on more than two occasions to obtain requested information, we reserve the right to pass on additional costs for our time;

6.7 indemnify us against all claims made against us, or suffered by us, as a direct or indirect result of you failing to comply (or to comply in sufficient time) with any of your responsibilities. Any reference to your obligations applies to you both as Trustee and as a member of the Fund.

7. Tax Agency

We provide our services under our Tax Agent Number (26328187), will remain appropriately registered as a Tax Agent, and comply with the Code of Professional Conduct under the TASA. We are required to advise you of your rights and obligations when we act as your tax agent. Specifically, we advise:

7.1 you as Trustee have sole responsibility for the timely and accurate lodgement of the Fund's income tax returns;

7.2 you must keep proper records to substantiate the returns prepared and to satisfy the substantiation requirements of the taxation laws. Failure to do so could result in claims being disallowed, additional tax, penalties or general interest charges;

7.3 you are responsible for the accuracy and completeness of the particulars and information required to comply with the taxation laws;

7.4 your rights as a taxpayer include the right to seek a private ruling, to object to an assessment, and to appeal against an adverse decision of the Commissioner. Time limitations may apply — contact us to arrange advice.

8. Disclosures Under the Code of Professional Conduct

In accordance with our obligations as registered tax agents, we make the following disclosures:

8.1 Matters that may influence your decision to engage us: the Tax Practitioners Board (TPB) maintains a public register of registered tax agents at tpb.gov.au, including any conditions on our registration. We are required to, and will, notify you of any matter that could significantly influence your decision to engage or continue to engage us. As at the effective date of these terms, there are no such matters to disclose;

8.2 Correction of statements: if we become aware that a statement made to the Australian Taxation Office (ATO), the TPB or another government agency is, or has become, false, incorrect or misleading in a material respect, we are required to advise you to correct it. If you do not, we may be obliged to notify the relevant agency, and our confidentiality obligations do not prevent us from doing so;

8.3 How to make a complaint: if you have a concern, please contact us first so we can resolve it. You may also lodge a complaint with the TPB (tpb.gov.au) or with Chartered Accountants Australia and New Zealand (CA ANZ).

9. Fees, GST & Payment Terms

9.1 Fees and GST. Our fees are charged on the basis set out in our communication to you (whether a fixed annual fee, a fee schedule, or time-based fees). Unless stated otherwise, all fees are inclusive of GST. We may vary our fees from time to time and will give you reasonable written notice of any change, which will apply to work performed after the notice;

9.2 Payment terms. Our invoices are payable strictly within 7 days of the date of invoice. You each agree, jointly and severally, to pay our tax invoices;

9.3 Payment method. Fees may be paid by the methods we make available from time to time. We may request that you establish and maintain a Direct Debit Request authority from the Fund's Cash Account, and you may also elect to provide one voluntarily;

9.4 Prepayment / direct debit for prior non-payment. Where an account has previously been paid late or remained unpaid, we may, at our discretion, require as a condition of continuing to act either (i) a Direct Debit Request authority from the Fund's Cash Account, or (ii) prepayment of our fees (in whole or in part) before work commences.

10. Non-Payment & Recovery

If any amount remains unpaid after its due date, we may, to the extent permitted by law:

10.1 (a) suspend the provision of all or part of the Services (including lodgements and access to our systems, software, support and Electronic Service Address (ESA)) until payment is made in full;

10.2 (b) withhold documents, records and electronic data, and exercise a lien over all materials and records in our possession relating to all engagements for you, until all outstanding fees and disbursements are paid in full (see also clauses 15 and 19);

10.3 (c) disengage — where an amount remains overdue for 60 days or more, or where you fail to cooperate or respond for a period of 60 days or more, resign as your tax agent and terminate all ongoing services (including the ESA), by written notice;

10.4 (d) recover all amounts owing, together with all costs of recovery on a full indemnity basis (including debt-collection agency costs, and legal and tribunal costs), and commence proceedings to obtain a recovery order, including via court or tribunal of competent jurisdiction.

11. Personal Guarantee & Indemnity

In consideration of easySMSF agreeing to provide the Services, each individual who is a Trustee of the Fund, or a Director of the corporate Trustee of the Fund, and who accepts these terms (each a Guarantor):

11.1 unconditionally and irrevocably guarantees to easySMSF the due and punctual payment of all fees, charges, disbursements and other amounts owing to easySMSF by the Fund and/or the Trustee under this Agreement;

11.2 indemnifies easySMSF, as a separate and primary obligation, against all such amounts and all costs of recovery (on a full indemnity basis) to the extent they are not paid by the Fund or the Trustee;

11.3 agrees that this guarantee and indemnity is a continuing obligation, is payable on demand if the Fund or Trustee does not pay, and that easySMSF need not first pursue the Fund or the Trustee or exhaust any other remedy before enforcing it against the Guarantor;

11.4 agrees that the Guarantors are liable jointly and severally. Nothing in this clause requires the Fund to pay an expense that is not properly an expense of the Fund; the guarantee operates only where the Fund or Trustee fails to pay an amount validly owing.

12. Indemnity & Limitation of Liability

We will exercise all reasonable care and skill in the provision of our Services. To the extent permitted by law, and except to the extent caused by our own gross negligence, deceit or fraud, you release us, our staff and

our representatives from all liability for any loss or expense incurred by you. We will not be responsible or liable for any claim arising, whether directly or indirectly, as a result or consequence of:

12.1 you breaching the Trust Deed or any applicable laws resulting in the Fund being deemed non-compliant with the Superannuation Laws; or

12.2 you failing to comply, or to comply in sufficient time, with any of your responsibilities under this Agreement.

12.3 Professional Standards Scheme. Our liability is limited by a scheme approved under Professional Standards Legislation. Further information is available from the Professional Standards Councils (psc.gov.au). Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

13. Confidentiality & Privacy

We treat as confidential all information and records you provide, and will only disclose them to a third party where you authorise us to do so, or where we are subject to a legal or professional duty to disclose (including to the TPB, the ATO, or a court or tribunal). This Agreement authorises us to provide all necessary information to an independent Auditor nominated by us. We handle personal information in accordance with the Privacy Act 1988 and our Privacy Policy. From time to time we may engage staff and contractors who we consider appropriate; they will access your records only to complete their agreed engagements.

14. Location of Staff & Contractors

To comply with our obligations under the TASA and the Code of Professional Conduct, we disclose that some of our employees and contractors are based outside Australia (including in India and the Philippines), and that other Australian-resident members of the easySMSF team may, from time to time, work from overseas locations. Your information will only be disclosed to such personnel for the purpose of providing the agreed Services, and we will take all reasonable steps to keep it confidential and secure. All services provided by offshore or overseas-located personnel are subject to our supervision and control. Identity documents will only be accessible by a small number of Australian-based easySMSF employees. By engaging our services you acknowledge and consent to this arrangement. Should you have any concerns or wish to withdraw your consent, please contact us.

15. Records & Ownership of Documents

We prepare various electronic records and notes consistent with our internal quality-control systems. These records (including file notes, working papers and internal emails) remain the property of easySMSF and will be retained by us to support any future queries on work completed. Any original source records you provide will, upon written request, be returned to you upon completion of the Services for the relevant financial year; where appropriate we will retain copies. Where we have a policy of exercising a lien over documents in the event of a fee dispute, that policy is disclosed in clause 10(b).

16. Authority Delegation

Access to data from third parties (including banks and financial institutions) is essential to the efficient delivery of our Services. You delegate to easySMSF the ability to complete third-party data authorities on your behalf to enable read-only investment, transaction and account data to be fed to our SMSF administration

platform(s), or to obtain reports or documentation for your SMSF Annual Return or audit, provided the authority does not include the authorisation of payment of monies from the Cash Account or any dealing in the acquisition or disposal of investments or assets (i.e. the authority is read-only). This includes applying electronic versions of your wet-ink signatures to third-party authority forms where electronic signing is unavailable or not accepted by the provider.

17. Scheduling of Work

Some of your work is subject to specific lodgement dates. To meet these we rely on your timely provision of information. We will schedule your work for a suitable month throughout the financial year, taking various factors into account. In most cases information required for reporting to external parties will be available at any time throughout the year.

18. Authority to Act & Joint Instructions

If there is more than one individual acting as Trustee personally, or as Directors of a corporate Trustee, then each individual is deemed to be an agent of each other individual, and you each authorise and direct us to accept instructions from any one individual without the need to confirm those instructions with any other. Each of you agrees, jointly and severally, to pay our tax invoices (see also clauses 9 and 11). Our costs are payable up to the termination of the Services and for any work we are required to do for you after termination.

19. Termination & Dispute Resolution

19.1 This Agreement may be terminated by either party for any reason on 30 days' written notice;

19.2 on termination, each party remains liable for any outstanding fees under this Agreement or any separate agreement;

19.3 on formal termination within 12 months of appointment, easySMSF may at its discretion require payment of a remaining monthly fees equivalent to a 12 month commitment relating to services consumed prior to termination (including work performed and access to our systems, software, support and ESA). Payment of this amount enables the release of SMSF records, including electronic accounting data files where applicable;

19.4 following termination, not all information maintained by us will belong to you (for example, file notes, working papers and internal emails remain our property). If terminated, we will provide all appropriate information to you within 30 days;

19.5 we reserve the right to retain documents and information where there is money owing to us under this Agreement;

19.6 this Agreement continues to be enforceable against the Trustee's estate until terminated by the estate's representative;

19.7 if a dispute arises that cannot be resolved between us, the parties agree to resolve it by mediation. The mediator will be as agreed, or failing agreement within 7 days, a mediator nominated by the Law Society of New South Wales. The costs of mediation are met equally. This clause does not prevent us from recovering unpaid fees under clause 10.

20. Electronic Signatures & Communications

You consent to entering into this Agreement, and to signing related documents, by electronic means, and to receiving communications from us electronically (including by email and via our portal). Electronic acceptance and electronic signatures have the same effect as a wet-ink signature.

21. Governing Law & Entire Agreement

This Agreement is governed by the laws of NSW, and the parties submit to the non-exclusive jurisdiction of the courts and tribunals of NSW. This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter and supersedes any prior understanding, arrangement, representation or agreement between the parties as to that subject matter.