



Terms and Conditions

19 June 2023

Xpress Super Pty Ltd (Xpress Super) is a specialist SMSF Administrator and an associated company to SuperGuardian Pty Ltd (SuperGuardian), a chartered accounting firm. Xpress Super provides a low cost SMSF service by utilising specific products that have been carefully selected to provide data automation and a significant level of efficiency. The productivity gains are then passed on to the client by way of a significantly discounted flat fee.

1. DEFINITIONS

In these Terms and Conditions:

Annual Account Fee means an annual account fee set out in the Fee Schedule.

Approved Cash Account means any cash account we prescribe from time to time as being compatible with the Services.

Approved Trading Account means any share trading account we prescribe from time to time as being compatible with the Services.

BLK Website means the XPRESSBLK webpage available at www.xpresssuper.com.au/xpress-blk/ as updated by Xpress Super from time to time.

Business Day means Monday to Friday in South Australia, except a day which is a proclaimed public holiday in South Australia.

Cancellation Fee means the cancellation fee set out in the Fee Schedule.

Client Engagement Form means the client engagement form lodged by the Client with Xpress Super for the provision of Services by Xpress Super.

Client means the trustees of the proposed or registered self-managed superannuation fund (SMSF), or the directors of the corporate trustee of the SMSF (in their personal capacity as director) (as applicable) at all relevant times. For the avoidance of doubt, where there is more than one individual trustee or director of a corporate trustee, any decision or instruction provided to Xpress Super by one trustee, or one director of a corporate trustee (as applicable) binds all the trustees/corporate trustee (as applicable).

Direct Debit Authority Service Agreement means the direct debit authority service agreement entered between the Client and Xpress Super from time to time.

Dishonour Fee means the dishonour fee set out in the Fee Schedule.

Fee Quote means a quote provided by Xpress Super to the Client setting out the fees payable by the Client for Xpress Super to provide the Services.

Fee Schedule means the fees and costs document provided to the Client with the Client Engagement Form or at such other time.

Platform means the Xpress Super interface with the underlying platform provided by Class Super or BGL.

Services means:

- The establishment services and annual services set out in sections 3 and 4 of these Terms and Conditions.
- If the Client has opted-in to XPRESSBLK, the services set out in section 5 of these Terms and Conditions.
- Any additional services set out in section 6 as agreed by Xpress Super and the Client.

2. AGREEMENT

2.1 These Terms and Conditions along with the Client Engagement Form, the Direct Debit Authority Service Agreement, the Fee Schedule and/or any Fee Quote constitute the Client's agreement with Xpress Super for the provision of the Services (Agreement).

2.2 By submitting a Client Engagement Form (including electronically) the Client agrees to be bound by these Terms and Conditions, the Fee Schedule and/or any Fee Quote.

3. ESTABLISHMENT SERVICES

3.1 If the Client has elected the "New Fund" type in the Client Engagement Form, Xpress Super will take the required steps to:

- Establish an SMSF in accordance with the instructions contained in the Client Engagement Form; and
- If required in accordance with the instructions contained in the Client Engagement Form, incorporate a company to act as corporate trustee of the SMSF.

3.2 If the Client has elected the "Existing Fund" type in the Client Engagement Form, Xpress Super will:

- Prepare and provide to the Client, the required paperwork to affect the transfer of the administration of the SMSF to Xpress Super; and
- Liaise with the Client's current accountant or adviser to obtain all documentation required by Xpress Super to provide the Services for the SMSF.

3.3 The Client must establish:

- An Approved Cash Account; or
- If otherwise agreed with Xpress Super and subject to payment of an Annual Account Fee in accordance with clause 9.4, such other cash account, providing that the cash account issues a data feed into the SMSF software used by Xpress Super, as the primary account of the SMSF and all cash activity within the SMSF must be directed through this account (SMSF Bank Account).

3.4 The Client must ensure that the SMSF Bank Account always has sufficient funds to pay regular outgoings, including any fees payable to Xpress Super under the Agreement.

3.5 If the Client wishes to invest in securities, the Client must establish an Approved Trading Account (SMSF Trading Account).

3.6 The Client must provide Xpress Super with:

- An authority for SuperGuardian to act as the tax agent of the SMSF.
- A data feed authority and third-party view only access authority for all products/services offered as part of the Embedded Offering.
- A data feed authority and third-party view only access authority for all products/services offered by third party service providers utilised by Xpress Super in providing the Services; and
- Any other authority reasonably required by Xpress Super to enable Xpress Super to provide the Services.

3.7 The Client agrees to utilise Xpress Super's nominated trust deed upon new fund establishment.

4. ANNUAL SERVICES

4.1 During the term of the Agreement, Xpress Super will provide the services set out in this section 4 in accordance with the terms of the Agreement.

Access to the Platform and Reporting

4.2 Xpress Super will provide the Client with access to the Platform.

4.3 Through the Platform, the Client will be provided with access to:

- Daily online reporting in relation to the SMSF's transactions.
- Performance reports, providing a time weighted return of the SMSF's investment using an easy-to-use Online tool.
- Asset allocation and strategy reports, providing information about collections on investments owned versus strategy in place in relation to the SMSF.
- Realised and unrealised capital gains reports, providing a detailed account of the SMSF's investments' capital gains (or losses).
- Investment snapshots and valuations reports, providing a bird's eye view of the SMSF's investment portfolio.
- Contribution and pension payment compliance reports.
- Capital gains tax records for the SMSF.

4.4 The Client must not permit any other person to access the Platform.

4.5 Xpress Super will receive electronic data files of the SMSF's transactions from the provider of the SMSF Bank Account and SMSF Trading Account.

4.6 Where information is not received by Xpress Super from the provider of the SMSF Bank Account and/or SMSF Trading Account in relation to a transaction, the online reporting system will flag these as 'unmatched transactions'. It is the responsibility of the Client to advise Xpress Super of any unmatched transactions and to provide Xpress Super with details regarding these unmatched transactions to bring the account up to date.

4.7 All investments are allocated between members of the SMSF on a pooled basis. This means all income is allocated on a proportionate basis according to each member balance.

Corporate Actions

4.8 The Client is responsible for actioning the SMSF's response in relation to any merger, takeover, bonus share, rights issue buy-back or similar arrangement offered to the SMSF.

4.9 Any actions taken by the Client under clause 4.8 will be reflected in the online reports made available to the Client through the Platform.

4.10 Xpress Super will not make payment, facilitate payment, complete forms, or other paperwork, or take any responsibility for any corporate action the Client may be entitled to participate in.

Membership Statements

4.11 Xpress Super will:

- Maintain detailed membership records for each member of the SMSF, which include individual member balances, rollover, and contribution information, tax, and preservation components (Member Statements).
- Update each Member Statement periodically.
- Make all Member Statements available through the platform to the Client provided there are no unmatched transactions.

Lump Sum Withdrawals

4.12 Xpress Super will, at the direction of the Client, prepare and lodge lump sum withdrawal documents for the members of the SMSF, including preparing and managing associated documentation such as minutes, payment summaries and other registration requirements as prescribed by the Australian Taxation Office (ATO).

4.13 The Client is responsible for ensuring the members are eligible to withdraw lump sum withdrawals and Xpress Super takes no liability for any errors or admissions made by the Client.

Pensions

4.14 Xpress Super will, at the direction of the Client, arrange for the conversion of accumulation balances to pensions where required, including calculation and payment of pensions and PAYG withholding tax to be remitted to the ATO and preparation of all associated documentation.

4.15 Xpress Super will, at the direction of the Client, arrange for the commencement of a pension where required and preparation of all associated documentation.

4.16 Xpress Super will, at the direction of the Client, arrange for the consolidation of multiple pensions where required and preparation of all associated documentation.

IAS/BAS/PAYG

4.17 Xpress Super will prepare and lodge IAS and/or BAS in accordance with the SMSF's PAYG obligations.

Member Contribution Surcharge Reporting

4.18 Xpress Super will prepare and lodge with the ATO the necessary member contribution surcharge reports for the SMSF as well as reviewing surcharge liabilities applicable to the SMSF's members.

290-170 Notices

4.19 Xpress Super will prepare a notice for the SMSF in the approved form as required by section 290-170 of the Income Tax Assessment Act 1997 for member contributions and confirm all contributions received by the SMSF for members.

Actuarial Certificates

4.20 Xpress Super will engage a third-party service provider to prepare actuarial certificates as and when required.

Annual Reporting

4.21 At the end of each financial year, Xpress Super will prepare the following reports for the SMSF:

- Operating Statement (Profit and Loss).
- Statement of Financial Position (Balance Sheet).
- Notes to Accounts.
- Member Statements.
- Annual Taxation and Regulatory Return.
- Minutes of Meetings/Resolutions of Trustees.

4.22 Whilst the income tax expense estimate for the SMSF will be reflected in the online accounts, the final tax liability can only be determined once all year-end tax statements have been received.

4.23 The reports prepared under section 4.21 will be sent to the Client for signing and return. The timing of this is at the discretion of Xpress Super, and may vary from year to year, though it will be within the prescribed ATO lodgement deadlines.

Audit

4.24 Xpress Super will engage an independent third-party auditor to undertake the annual audit of the SMSF. The auditor may change from time to time without notice.

4.25 If the annual audit identifies any breach by the SMSF of any superannuation or tax laws or there is an audit qualification, the following additional fees may apply:

- Fees based on the time involved for Xpress Super to assist to manage or rectify any breach by the SMSF.
- Fees in accordance with section 8, for the auditor to prepare an audit management letter; or in the case of a breach of the *Superannuation Industry (Supervision) Act 1993* or any associated regulations, an audit contravention and management letter; and
- Fees based on any additional work required to be performed by the auditor.

TBAR

4.26 Xpress Super will attend to the preparation and lodgement of transfer balance account reporting (TBAR) on behalf of the SMSF where required.

5. XPRESSBLK

5.1 During the term of the Agreement, Xpress Super will offer XPRESSBLK to the Client under which the Client can opt-in to XPRESSBLK and have access to the additional services, features and benefits described in the BLK Website.

5.2 Xpress Super has the right to amend, withdraw or replace any services, features and benefits offered under XPRESSBLK at any time and without notice.

6. ADDITIONAL SERVICES

6.1 The Client may request the provision by Xpress Super of any of the additional services that Xpress Super can offer, as notified to the Client from time to time, including:

- Appointment as the Client's ASIC registered agent.
- Property administration services (as set out in clauses 6.4 to 6.5)
- Annual company maintenance.
- Trust deed amendments.
- Wind up of the SMSF.
- Services in relation to limited recourse borrowing arrangements (including corporate bare trustee establishment, bare trust for related party financial agreement or bare trust for commercial lending agreement).
- Taxation.

Additional Services

6.2 Additional fees, as set out in section 8, apply to the provision of any Additional Services.

6.3 The provision of any Additional Services will be governed by the terms of the Agreement.

Property

6.4 Where the SMSF invests in property, Xpress Super will provide the following property administration services; processing transactions relating to the property within the Platform and in the SMSF's tax return, providing a document property checklist or such other property administration services as agreed between the Client and Xpress Super.

6.5 Where the SMSF invests in property, the Client agrees to:

- provide all material requested by Xpress Super on its Annual Property Checklist in full and in a timely manner.
- ensure that all property related expenses will be paid for from the SMSF Bank Account with any associated invoices mailed to Xpress Super within 5 Business Days of the transaction. Failure to do so will result in online reporting showing an 'unmatched transaction'; and
- arrange for an annual property valuation to be undertaken by an independent, suitably qualified valuer in relation to each property owned by the SMSF, with a copy of the annual valuation to be provided to Xpress Super within 14 Business Days after the valuation has been completed.

7. USE OF INTEGRATED PRODUCTS

7.1 In providing the Platform and the Services, Xpress Super uses embedded product providers, with which Xpress Super has negotiated service agreements, to enable Xpress Super to provide seamless data feeds and automated processing which is required to maintain the low-cost offering (Embedded Offering).

7.2 The products included in the Embedded Offering include:

- Precious metal.
- Term deposits with our approved providers.
- Peer-to-peer loans available through our approved providers.
- Or such other products as otherwise notified to you by Xpress Super from time to time.

7.3 In some circumstances, Xpress Super may permit the Client to acquire or invest in products that are not included in the Embedded Offering. Alternatively, Xpress Super may exercise its right to terminate the Agreement in accordance with clause 19.3. Additional fees, as set out in section 8, will apply if the Client acquires or invests in any product that is not offered through the Embedded Offering, including:

- Precious metal.
- Term deposits outside those offered by our approved providers.
- Listed & unlisted managed funds.
- International investments.
- Peer-to-peer loans; and
- Additional bank accounts (excludes the SMSF Bank Account).

7.4 If the Client acquires or invests in any product that is not offered through the Embedded Offering, the accuracy of the information provided through the Platform at any point in time may be impacted depending on the regularity of the data feeds provided by these product providers.

8. FEES PAYABLE TO XPRESS SUPER

8.1 As consideration for the provision of the Services, the Client will pay the following fees to Xpress Super:

- For the provision of the establishment services (set out in section 3), the applicable SMSF establishment fee as set out in the Fee Schedule (SMSF Establishment Fee).
- For the provision of the annual services set out in section 4), the applicable annual fixed fee per financial year as set out in the Fee Quote (Annual Fixed Fee); and
- For the provision of XPRESSBLK set out in section 5, the applicable fee as set in the Fee Schedule (BLK Fee).

8.2 The Annual Fixed Fee and BLK Fee accrues each month throughout the financial year in respect of which the Annual Fixed Fee or BLK Fee has been charged.

8.3 If the Client requests any Additional Services to be provided by Xpress Super or the Client is required to pay any other fee or charge in accordance with the Fee Schedule or Fee Quote (as applicable), the Client will pay the relevant fee or charge as set out in the Fee Schedule or any Fee Quote (as applicable).

8.4 If the Client engages Xpress Super to provide Additional Services in the form of Xpress Super being appointed as the Client's ASIC registered agent, Xpress Super will pay the ASIC annual review fee on behalf of the Client. The fees charged by Xpress Super for the provision of this Additional Service include the ASIC annual review fee payable to ASIC.

8.5 Xpress Super will charge a Cancellation Fee if:

- The SMSF establishment or transfer paperwork is not returned to Xpress Super within 90 days of the date the Client Engagement Form was submitted by the Client to Xpress Super.
- The Client submits a Client Engagement Form with an election to establish a SMSF, Xpress Super proceeds to establish the SMSF but is later notified by the ATO that the Client is unable to have a SMSF and the SMSF must be closed.
- The Client terminates or is deemed to have terminated in accordance with clause 19.2, the provision of Services by Xpress Super within 12 months from the date the Client Engagement Form was submitted.
- The Client fails to comply with its obligations under this Agreement which results in Xpress Super terminating the Agreement; or
- The Client submits a Client Engagement Form to Xpress Super but changes their mind and does not proceed to engage Xpress Super to provide the Services.

8.6 Xpress Super will provide the Client with notice that a Cancellation Fee applies prior to direct debiting the Cancellation Fee from the SMSF Bank Account or will request direct payment of the Cancellation Fee from the Client.

9. DEDUCTION OF FEES

9.1 The Client must always ensure that Xpress Super has a valid Direct Debit Authority Service Agreement under which Xpress Super may debit amounts that it is entitled to receive under this Agreement. If a transaction cannot be processed pursuant to the Direct Debit Authority Service Agreement for any reason, including because of insufficient funds, the Client will be liable to pay the Dishonour Fee. The Dishonour Fee will be payable on the date the debit from the account is declined or otherwise cannot be processed.

9.2 The SMSF Establishment Fee is payable by the Client within 28 days from the date of lodging the Client Engagement Form.

9.3 The Annual Fixed Fee and BLK Fee is payable by the Client and will be direct debited from the SMSF Bank Account at the times specified in the relevant Fee Quote or if no times are specified:

- where the SMSF has been established during the period in which the Annual Fixed Fee and BLK Fee is payable, on the earlier of 30 days after the SMSF Bank Account is established or has sufficient funds to meet the amounts payable to Xpress Super; and
- otherwise, on an annual basis in advance in July.

9.4 If an Annual Account Fee is payable in accordance with clause 9.3, the Annual Account Fee will be direct debited from the SMSF Bank Account at the same time the Annual Fixed Fee is direct debited.

9.5 Any other fees and charges (including those payable for the provision of Additional Services) are payable by the Client in accordance with the Fee Schedule or Fee Quote (as applicable).

9.6 If an amount payable by the Client remains unpaid for 30 days after the date it is issued, Xpress Super may charge the Client interest from that date until the date Xpress Super receives payment. Xpress Super may charge the Client interest at the rate equal to the Cash Rate Target (being the percentage (or maximum percentage) specified by the Reserve Bank of Australia as the Cash Rate Target) as at the date of the invoice plus 5%.

10. XPRESS SUPER'S OBLIGATIONS

10.1 The Client acknowledges and agrees that Xpress Super will have no obligations under this Agreement until such time as the Client has:

- Completed and returned the Client Engagement Form and all fund establishment or transfer documentation requested by Xpress Super.
- Paid any outstanding fees, including any establishment or termination fees, in full; and
- Signed the Direct Debit Authority Service Agreement and returned this to Xpress Super.

10.2 Xpress Super undertakes that in providing the Services, it will exercise reasonable care and skill.. Xpress Super will use reasonable endeavours to comply with any turnaround times or other service level expectations which apply in relation to the Services provided to the Client.

10.3 Xpress will be deemed to have notified all trustees of the SMSF if Xpress Super notifies the primary contact elected on the Client Engagement Form. Notification may be made by Xpress Super by email, through the Platform or by phone.

11. THE CLIENT'S OBLIGATIONS

11.1 The Client acknowledges and agrees that:

- It will promptly and without delay, provide all material, information and assistance requested by Xpress Super as necessary to provide the Services in full .
- It will provide Xpress Super with all required authorities as necessary to allow Xpress Super to provide the Services, including data feed and access authorities.
- It will promptly and without delay, provide Xpress Super with all valid instructions reasonably necessary to enable Xpress Super to provide the Services.
- It will promptly inform Xpress Super of any material change to the SMSF, SMSF members or the Client.
- It will regularly monitor all information provided through the Platform (including transactions, values, contributions, payments, and deductions) and immediately notify Xpress Super if it identifies any error or discrepancy.
- It will ensure that all information relating to the SMSF, SMSF members or the Client provided to Xpress Super (including in the Client Engagement Form) is true, accurate, complete, and not misleading; and
- Xpress Super will rely on the information or material provided by the Client and is not obliged to verify such information to confirm its accuracy, validity, or completeness. This includes, but is not limited to, documents which on their face purport to have been signed by the relevant members or trustees of the Client.
- It will use its best endeavours to execute any document or form required in connection with the Services in the form prescribed by Xpress Super (which may include executing such documents or forms electronically).

11.2 Where clients cannot provide the information required by Xpress Super to satisfy compliance requirements, Xpress Super will instigate a fee for service model whereby clients are charged time costs at a rate of \$250 per hour until such time as the matter has been rectified to the satisfaction of Xpress Super.

11.3 The Client acknowledges that:

- It is solely responsible for managing the SMSF's assets in accordance with the SMSF's investment strategy and ensuring that the SMSF's funds are invested appropriately.
- It is solely responsible for complying with the SMSF's trust deed and applicable laws.
- Xpress Super does not provide any personal financial product advice, investment advice or legal advice and therefore does not take any responsibility for the investment strategy or decisions of the SMSF;
- The Client (not Xpress Super) is solely responsible for the operation, management, and compliance of the SMSF;
- The Client (not Xpress Super) is responsible for ensuring all financial statements and tax returns are lodged on or prior to the required deadlines;
- The Client (not Xpress Super) attends to the payment of all taxes and other amounts owing to any regulatory authority (including the ATO) in respect of the SMSF on or prior to the required deadlines;
- Whether an SMSF is and continues to be appropriate for the Client may change over time. Xpress Super does not provide any financial advice to the Client as to whether the SMSF is appropriate in light of the Client's personal circumstances, needs and objectives. The Client should seek professional financial advice if in doubt.

11.4 The Client undertakes to:

- Ensure that Xpress Super is the sole administrator of the investments of the SMSF.
- Assist Xpress Super by, within a reasonable time and without delay, providing Xpress Super with any documents or information that Xpress Super may reasonably request from the Client that is necessary for the provision of the Services.
- Immediately notify Xpress Super if it receives a determination that the SMSF is non-complying or for any reason ceases to exist or of any other matter that may affect the administration of the SMSF; and
- Notify Xpress Super as soon as practicable where any information previously supplied to Xpress Super has changed or is incorrect.

12. LIMITED POA

12.1 The Client agrees to appoint SuperGuardian Administration Pty Ltd (SG Admin) as its attorney to do such things in its or the attorneys name which is reasonably required for the attorney to perform the Services on behalf of Xpress Super and the Client agrees to execute a limited power of attorney instrument in a form and substance required by Xpress Super for this purpose.

12.2 The Client agrees to ratify anything done by the attorney under the limited power of attorney provided for the purposes of section 12.1. An attorney may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation.

12.3 The Client agrees to indemnify and pay on demand to the attorney any expenses or liabilities incurred by the attorney which arise from the lawful exercise of any right by the attorney under the power of attorney provided for the purposes of section 12.1.

13. OWNERSHIP

13.1 The title to any documents prepared for the Client does not pass to the Client until payment in full has been made. Xpress Super retains ownership of all working papers and draft documents relating to the Client and/or SMSF.

13.2 Until payment is received, Xpress Super is not obligated to supply documents and information to the Client, but the Client is treated as having received those documents and services.

14. GOODS AND SERVICES TAX

14.1 Xpress Super's billing process will generally involve increasing amounts for both professional fees and disbursements by the prevailing GST rate (currently 10%) to take into account the GST liability we pay as a result of the supply of our services.

15. PLATFORM

15.1 The Client acknowledges that:

- The Platform may be inaccessible due to planned or unforeseen outages, including outages caused by routine maintenance, upgrades, or system failure; and
- There may be a time delay between an action occurring and the information reflecting through the Platform and that the Client should not rely solely on the information available through the Platform prior to that information having been completed and audited for the relevant financial year.

16. XPRESS SUPER LIABILITY

16.1 Xpress Super takes no responsibility and is not liable for:

- The services and/or information provided by any of its service/product providers (including service/product providers available through the Embedded Offering), any underlying platform or any other third party.
- Any failure by any of its service/product providers, any underlying platform or any other third party.
- The turnaround time of any of its service/product providers; or
- The turnaround time on rollovers coming from other institutions.
- The accuracy of the reports provided as part of the Services as they rely on the accuracy and completeness of the information provided to Xpress Super by third parties and the Client.

16.2 To the maximum extent permitted by law, Xpress Super gives no condition, warranty or undertaking or makes any representation to the Client about any activities, administration, accounting and advice, its quality, fitness, or suitability other than as set out in this Agreement. Any liability Xpress Super may have to the Client that cannot be excluded but that can be limited, is (at Xpress Super's option) limited to:

- Providing equivalent services provided under the Agreement with the Client; or
- Paying to the Client the cost of replacing the Services provided under this Agreement with the Client or acquiring equivalent replacement goods or services.

16.3 To the maximum extent permitted by law:

- Xpress Super will have no liability whatsoever to you for any loss, harm, damage, cost, or expense (including legal fees) in special, indirect, or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data).
- Xpress Super's aggregate liability to you arising directly or indirectly under or in connection with this Agreement or the performance or non-performance of this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited to an amount not exceeding the fees actually paid by you under this Agreement in the 12-month period immediately preceding the relevant event.

17. ALTERATIONS AND VARIATIONS

17.1 Xpress Super may vary the terms of the Agreement at any time by providing at least:

- In the case of changes to fees payable under this Agreement, 30 days' notice of the change to the Client and
- In any other case, 5 Business Days' notice of the change to the Client.

17.2 If the Client does not agree to the variation, the Client may terminate the Agreement with Xpress Super in accordance with clause 19.

18. FORCE MAJEURE

18.1 Xpress Super will not be liable for its inability to perform its obligations under this Agreement in the event that Xpress Super is prevented from carrying out its obligations under the Agreement as a result of any cause beyond its control such as but not limited to acts of God, war, pandemics, strike, lock out, flood and failure of third parties. If such a force majeure event lasts for more than 30 days either party may terminate this Agreement by giving the other 30 days written notice.

19. TERMINATION

19.1 The Agreement may be terminated without cause by either party providing 30 days written notice to the other party.

19.2 Xpress Super may immediately terminate this Agreement by notice to the Client where:

- The Client has not returned signed copies of fund establishment documents to Xpress Super as soon as reasonably practicable after receiving them;
- The Client has not promptly responded to any request for documents or further information such that Xpress Super is prevented from efficiently and effectively performing the Services; or
- The Client has not paid any amounts owing to Xpress Super when due under this Agreement.
- The Client is bankrupt or insolvent.

19.3 Xpress Super may terminate the Agreement by giving 10 Business Days' written notice to the Client if the Client acquires or invests in products that are not included in the Embedded Offering. A decision as to whether to terminate the Agreement under this clause or whether to allow the Agreement to continue with additional fees applying in accordance with clause 7.3, will be at Xpress Super's sole discretion.

19.4 The Agreement may be terminated immediately by written notice to the other party if the other party breaches the Agreement and, in the case of a breach which is capable of being remedied, does not remedy that breach within 5 Business Days of being required in writing to do so.

20. CONSEQUENCES OF TERMINATION

20.1 If the Agreement is terminated pursuant to clauses 19.1 to 19.3 after a period of 12 months from the date of the Agreement, Xpress Super will reimburse the Client for the portion of the Annual Fixed Fee or BLK Fee which has not accrued at the date of termination.

20.2 If the Agreement is terminated, then:

- The Client will be responsible for arranging the annual return, regulatory reporting and audits for the current financial year and any other work that would have previously been completed by Xpress Super and the cost of each of these activities; and
- Subject to any outstanding fees being paid in full, including any Cancellation Fee, Xpress Super will provide a copy of all documents held by Xpress Super for the SMSF to the Client or to a third party at the direction of the Client.

20.3 Termination of the Agreement for any reason will be without prejudice to the rights of either party arising prior to termination.

20.4 Cancellation fees may apply in accordance with clause 8.4.

20.5 Clauses 8.5, 9, 16 and this clause 20 survives termination of the Agreement.

21. PRIVACY

21.1 Xpress Super's Privacy Policy sets out detailed information about how, why, and when personal information and credit related personal information (credit information) is collected, disclosed, used, stored, and otherwise handled by Xpress Super.

Xpress Super's Privacy Policy is available at https://www.xpresssuper.com.au/download/fact_sheets/Privacy-Policy.pdf or the Client may request a copy of the Privacy Policy in hard copy by calling 1300 216 890.

21.2 Xpress Super's Privacy Policy, sets out:

- The purposes for which Xpress Super collects personal or credit information.
- The consequences if personal or credit information is not provided to Xpress Super.
- The third parties to which Xpress Super disclose personal or credit information.
- How an individual can access and seek correction of their personal or credit information.
- How to complain about a breach of Xpress Super's obligations in respect of personal or credit information and how Xpress Super will deal with such a complaint.
- Whether personal or credit information is likely to be disclosed by Xpress Super to overseas entities and in which countries these entities reside; and
- Matters associated with credit reporting that must be notified to you in accordance with the Privacy Act 1988.

Further Information

If you have any further queries, please do not hesitate to contact us.

Xpress Super
65 Gilbert Street Adelaide SA 5000
Phone: 1300 216 890
Email: info@xpresssuper.com.au

