

Client engagement and costs disclosure

SMSF Bare Trust establishment

At a glance

Zettle offers to act as your solicitor to establish a trust and a company which will act as trustee of that trust (**Bare Trust**)

- for the purposes of the Bare Trust holding legal title to real property forming part of your self-managed superannuation fund (**SMSF**);
- in connection with your SMSF's proposed borrowing from Pepper Money (**Pepper**) under a Limited Recourse Borrowing Arrangement (**LRBA**);
- which complies with the provisions of the Superannuation Industry (Supervision) Act 1993 (**SIS Act**); and
- which will be acceptable to Pepper for the purposes of the LRBA

The cost of this service is a professional fee of \$900.00 plus GST, plus an ASIC registration fee associated with registering a company to act as trustee of the Bare Trust. The ASIC fee is charged at cost and is currently \$658.00.

Terms of our engagement in detail

Client Engagement

These terms form our client engagement with you (the client). This offer may be accepted by signing and returning a copy to us, by acceptance in writing (including by email) or continuing to provide instructions.

Disclosure and offer

Zettle Pty Ltd ("we / us / our") sets out in this document:

- (a) information that we are required to disclose under the laws regulating legal services in Queensland, NSW and Victoria, where our fees are estimated to be less than \$3,000 exclusive of GST and disbursements, being s307B of the Legal Profession Act 2007 (Qld) and s174 of the Legal Profession Uniform Law in NSW and Victoria;
- (b) our offer to enter into an agreement for your SMSF bare trust establishment (the "work") set out below together with our proposed terms and conditions; and
- (c) the basis upon which we offer to provide legal services.

You have the right to:

- negotiate a client engagement agreement with us, including as to the invoicing method;
- receive an invoice from us;

- request an itemised invoice after receipt of a lump sum invoice;
- seek assistance from the State-based legal services regulators in the event of a dispute about our costs; and
- be notified under s 315 of the Legal Profession Act 2007 (Qld) of any substantial change under this Section.

Scope of work

The scope of our services includes all standard and necessary work for the establishment of a Bare Trust and a corporate trustee of the Bare Trust, specifically:

- Verifying your identity in accordance with regulatory requirements;
- Preparing the required trust deed and company incorporation documents;
- Providing you with instructions as to the valid execution/signing of the relevant documents;
- Registering the corporate trustee with ASIC and providing you with the corporate key and registration confirmation.

The matters excluded from our retainer include:

- Advising on any stamp duty required to be paid on your trust deed for the Bare Trust;
 - Arranging payment or assessment of any stamp duty;
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- Advising you in relation to your SMSF's proposed borrowing from Pepper, including on any guarantees or securities or other documents required by Pepper;
- Any conveyancing work related to the proposed transaction;
- Assessing the commercial viability of the intended transaction;
- Determining eligibility for grants and schemes;
- Evaluating tax and financial implications of the proposed transaction;
- Any other matter not specifically listed above as included in our services.

We strongly advise seeking any necessary advice relevant to your transaction including from your accountants and/or financial advisers. If the LRBA is connected with a proposed property purchase by your SMSF, we recommend you engage a conveyancing provider and seek any other appropriate professional advice including from any relevant building or pest inspectors, strata report providers, surveyors, valuers, accountants, financial or town planners or other professionals.

Fees

Our fees (excluding GST, if applicable) will be:

\$900.00

You will also incur disbursements of approximately

\$658.00

Your total estimated legal fees and disbursements will be:

\$1,648.00

If you ask us to do additional work or if it becomes reasonably necessary to do so, you are responsible for additional fees and disbursements calculated at the rates agreed.

Your Obligations

These obligations are essential and important. You must:

- Give us timely and full instructions when we ask you for instructions;
- Keep us informed of any changes to your email, telephone, or address;
- Pay our invoices when they are due; and
- Comply with your obligations about cyber-security, including communicating with us and third parties

Joint Clients

By having you as joint clients, we confirm that:

- information or instructions given by one client may be shared with the other joint clients;
- if one of you insists that information or instructions be withheld from the other(s), we will have to cease acting for all of you;
- if a conflict arises, you may incur additional legal fees and you will all need to engage new solicitors.



You authorise us to take instructions from any one of you on behalf of all of you unless you inform us that the authority of any person to provide instruction is withdrawn.

Electronic Communication

By engaging our services, you consent to electronic communication, including correspondence via our platform, and acknowledge the following:

- Email carries inherent risks, such as interception by unauthorised third parties, delayed delivery, or nonreceipt of messages, and you accept these risks;
- Emails and electronic files may introduce computer viruses or other harmful elements into your system. While we use virus-scanning software to reduce these risks, we encourage you to do the same, as these risks cannot be entirely eliminated; and
- Our electronic platform is designed to enhance the security and efficiency of communication. By consenting to its use, you agree to its terms and accept any inherent risks associated with electronic platforms.

By agreeing to electronic communication you release us from any claims, losses, costs, or liabilities arising directly or indirectly from these risks, except where such risks are within our reasonable control.

Who will carry out the work

To ensure our services are provided to you in the most cost effective, timely and efficient manner, we will nominate members of our team with the skills and experience appropriate to your matter. Any delegation of work will be subject to the supervision of the responsible solicitor for your matter.

We may use precedents and other tools in providing our services to you. You have a right to use the documents we prepare for you only for the purposes for which they are supplied. Unless otherwise agreed, we retain copyright.

Invoicing

We will issue you an invoice at the commencement of your matter, covering our professional fees, disbursements, expenses, and GST.

Payment is expected prior to the finalisation of your matter. If our invoice remains unpaid at the conclusion of your matter and no alternative agreement has been made, we reserve the right to:

- Withhold the provision of trust deed and company incorporation documents as noted in the Scope of Work, and/or;
- Charge interest on the outstanding amount. Interest will accrue monthly at the benchmark rate specified under section 59(3) of the Civil Proceedings Act 2011, compounding until full payment is received.

For the purposes of this Client Engagement, you will be considered to have received our invoice under the following circumstances:

- If it is sent to an address you provide to us in the future; and/or
- If it is emailed to the email address you provided, including any updated email address you notify us of either in writing or verbally.

You consent to us delivering your invoice either electronically or as agreed.

Ending this retainer - termination or early conclusion

You may terminate this retainer and withdraw your instructions at any time before we complete the scope of work and for any reason.

We may end this Agreement with your consent or for a good reason and on reasonable prior notice. Good reasons may include but are not limited to:

- failing to satisfy your obligations set out under this Agreement;
- failing to pay our invoices in accordance with this Agreement;
- being unable to properly verify your identity or your authority to give instructions;
- unreasonably refusing to follow our advice;
- requiring us to act unlawfully or unethically;
- reasonable evidence that you have lost confidence in our services, such that we are unable to continue providing our services to you in an acceptable manner; or
- failing to provide us with adequate instructions.

If we cease to act for you:

- you will receive a final invoice for all outstanding legal costs;
- subject to any dispute of an invoice in accordance with this Agreement, you must pay our legal costs up until the date when we cease to act.

If our engagement ends or your matter concludes before we complete the scope of work, you must pay that part of the fixed fee that reasonably reflects the value of the work performed to the date of the termination or conclusion of the matter, plus any expenses and disbursements which are not included in the fixed fee but have been reasonably incurred in order for us to complete the work.

Conflicts of Interest

When we open a new file, we conduct internal checks to identify any potential conflicts of interest. This involves determining whether we have previously acted for or are currently acting for another party involved in your matter.

If a conflict of interest is identified, we may be required to terminate this Client Engagement as permitted under its terms.

You acknowledge that we are not obligated to disclose any information obtained while acting for other clients, including details uncovered during conflict checks conducted on their behalf.

Copyright and file retention

We may use precedents and other tools in providing our services to you. You have a right to use the documents we prepare for you only for the purposes for which they are supplied. Unless otherwise agreed, we retain the copyright in any documents that we prepare for you.

You consent to:

- your documents being held in electronic form;
- us destroying any paper duplicates at any time
- us transferring your documents to you in electronic format.

At the completion of this matter and if all outstanding legal costs are paid:

- we may write to you to seek instructions about the collection or transfer of your documents without charge, or the destruction of your documents; and
- if you do not collect or provide instructions to transfer or destroy your documents, please note the relevant legislation provides that we may destroy a client document relating to a matter if—

- it is at least 7 years since the completion of the matter; and
- we have been unable, despite making reasonable efforts, to obtain instructions from you about the destruction of the document; and
- it is reasonable in the circumstances, having regard to the nature and content of the document, to destroy the document.

Confidential Information

The information you provide to us will be treated as confidential. You agree that we may use and disclose any information you provide us (including, where reasonably required, your confidential information) as necessary in order for us to carry out your work, or as otherwise legally required or permitted by law (subject to any claims of confidentiality or privilege you may lawfully instruct us to make) or as authorised by you.

This may include, where the engagement of third parties on your behalf is required for your work, the provision of your information to those third parties. Any disclosures of your confidential information will be made on a confidential basis.

You authorise us to disclose your personal information in connection with the transaction covered by our engagement to third-party professionals you have engaged, including but not limited to brokers, accountants, and other advisors. Such disclosures will be limited to what is reasonably required for these professionals to provide their services to you in relation to the transaction.

Acceptance

I accept the above terms of engagement:

Client(s)
Date

Referral Fees

From time to time, we may pay referral fees to third parties who introduce clients to Zettle. Please note that this will not impact the price of the professional services you receive from us. Any referral fee paid will be in line with standard advertising costs and will not alter the fees you would pay if you engaged us directly.

Privacy Information

The Privacy Act 1988 (Cth) and other privacy legislation applies when we collect personal information from you in order for us to carry out your work. Except for your name and address, this information is also confidential and may be protected by legal professional privilege. Disclosure of this information may be compelled by law. You also authorise us to disclose this information where necessary in the process of carrying out your work (e.g. to our staff, Court or other parties involved in your matter).



You consent to your email address being added to our email service. We use this service to keep all our clients up-to-date with important information about the firm (e.g. office closure due to Christmas, public holidays), urgent arrangements required resulting outages, extreme weather events or natural disasters and to provide you with information that we think may be of interest to you. You can unsubscribe from this service at any time.

Providing feedback

We welcome feedback – good and bad. We would rather have the opportunity to rectify a problem than have a dissatisfied client. So please let us know if there is an issue, and we will do our best to provide a solution.