

DEED OF ESTABLISHMENT OF ETHOS SUPER FUND

The Commencement Date of this Deed is taken to be the date upon which the last of the parties executes the Deed.

PARTIES

Trustee: Ethos Investments Pty Ltd - ACN 620953979 of
30 Baringa Road, EARLWOOD, NSW 2206

Member: Theo Pappas of 30 Baringa Road, EARLWOOD, NSW 2206

RECITALS

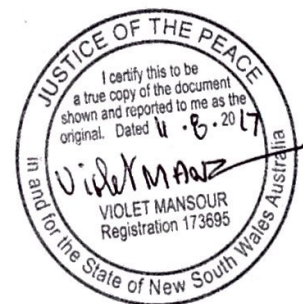
- A. The Trustee wishes to establish an indefinitely continuing Self-Managed Superannuation Fund (**Fund**), for the purpose of providing Superannuation Benefits to the Members of the Fund, the Member's Dependants (should the Member die during membership) and such other allowable purposes permitted by the *Superannuation Industry (Supervision) Act 1993 (Cth) (SISA)*, *Superannuation Industry (Supervision) Regulations 1994 (Cth) (SISR)* and any other Federal or State legislation determinative on the matter.
- B. The Trustee accepts to act as Trustee of the Fund, and agrees to hold the Trust Assets on trust for the Members of the Fund in accordance with the Governing Rules shown at **Annexure One**.
- C. **Theo Pappas** applied for membership in the Fund.
- D. The Trustee and Members settle the Fund as a Complying Self-Managed Superannuation Fund (**Complying SMSF**).
- E. The parties agree to the terms of the Operative Parts.

OPERATIVE PARTS:

1. **Establishment of the Fund:** The Trustee and Members establish the Fund as a trust to be administered in accordance with the Governing Rules shown at **Annexure One (Governing Rules)** on the date of this Deed.
2. **Name of the Fund:** The Fund shall be known by the name: **ETHOS SUPER FUND**, and such other name or names resolved by the Trustee in accordance with the Governing Rules of the Fund.
3. **Initial Trustee:** The Trustee accepts to act as the Initial Trustee of the Fund and covenants to hold the Trust Assets on trust for the Members of the Fund, in accordance with the Governing Rules and the Superannuation Laws.
4. **Governing Rules of the Fund:** The Governing Rules of the Fund include those shown at **Annexure One**, and any further amendments, changes or additions to the Governing Rules made in accordance with the provisions of this Deed and such further instruments executed by the Trustee from time to time determinative on the matter.
5. **Operations of the Fund:** The parties settle the Fund as a Complying SMSF, which Fund shall be administered in accordance with the Governing Rules, including but

not limited to processing the application by Members, receipting of Contributions, Rollovers and Transfers on behalf of Members, invest and deal with the Assets of the Fund, attend to the payment of Member's Benefits, and report and account to the Regulator and Members in accordance with the Governing Rules and the Superannuation Laws.


6. **Interpretation:** This Deed and the Governing Rules are subject to the interpretation and definition provisions shown in the Governing Rules.
7. **Consent to Electronic Signatures:** The parties consent to execution of this Deed by electronic signature, and deem the electronic execution (including witness execution by electronic signatures) to be valid, subject to any state or Commonwealth electronic transactions and/or property law statutory provisions restricting such execution by electronic signature.
8. **Defective Execution:** Should a party's execution of the Deed be defective and/or by electronic signature in a state in which electronic signature is not allowed in the circumstances, then the party and witness (whether the same or a different witness) may re-sign the Deed to correct the defect. Notwithstanding any such remediation of the execution, the effective date of the Deed shall be the date upon which the last of the parties executed the Deed, excluding any later remedial execution under the terms of this Clause.
9. **Stamping:** The Trustee shall bear the responsibility of doing all things necessary to cause the stamping of this Deed (if required).
10. **Counter-Parts:** The parties acknowledge and agree that this Deed may be executed in counterparts, and that each taken as a whole constitutes the duly constituted Deed.
11. **Severability:** The parties acknowledge and agree that should any term of this Deed be determined to be invalid, illegal or unlawful for any reason, such term shall be severed and the balance of this Deed shall be restated.
12. **Costs:** The costs of drawing, execution and holding of this Deed are to be met from the assets of the Fund.



Executed as a Deed.

The Trustee

Ethos Investments Pty Ltd - ACN 620953979 of 30 Baringa Road, EARLWOOD, NSW 2206 by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):


Chobpas 

Theo Pappas
Sole Director / Secretary

Dated: 9/8/2017


The Member

Theo Pappas of 30 Baringa Road, EARLWOOD, NSW 2206:

Chobpas 

Theo Pappas
Member

Dated: 9/8/2017

[Signature] 

CONSTANTINOS PAPPAS
Witness Name / Signature

Dated: 9/8/2017

