

- 21.9 The Trustee may pay, apply, set aside, transfer or otherwise deal with any Insurance Proceeds received in respect to an insurance policy and/or annuity contract in accordance with an Insurance Strategy of the Fund, subject to the Superannuation Laws.

## **Part Eight – Accounting, Earnings, Allocations and Administration**

### **22. Trustee to keep Accounts**

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- 22.1 The Trustee may create, maintain and deal with various Accounts for the Fund, including, but not limited to cash flow statements, operating statements, Balance Sheets, Earnings Accounts, Reserve Accounts, and Member Superannuation Interests.
- 22.2 The Trustee shall have discretion to determine the Members' Superannuation Interest Entitlements, provided that the determination records the Preservation Status, Tax Free Component, Taxable Component (Taxed and Untaxed), and such other criteria as may be required in respect to any other classification system required of the Regulator of the Member's Superannuation Interest(s), including but not limited to recording the credits and debits to a Transfer Balance Cap (if required).
- 22.3 The Trustee shall have discretion to determine the manner and systems in which the Accounts of the Fund are held.
- 22.4 The Trustee shall ensure the Accounts of the Fund:
- (a) comply with the standards provided in Part 4 of the SISA, and the Superannuation Laws generally;
  - (b) are maintained and stored for such period as required by the Superannuation Laws;
  - (c) record with the relevant Account(s) any declarations, elections, additions, deductions, payments, allowances, transfers, duties and any other information relevant in respect to such Account(s), in a transparent and readily accessible method available for inspection by Members, the Fund's Auditor and the Regulator; and
  - (d) are audited annually by the Fund's Auditor, or on such other periodic term required by the Superannuation Laws and/or the Regulator.
- 22.5 The Trustee must determine the Market Value of any Asset(s) allocated in respect to any one or more Accounts (and/or Superannuation Interest(s)), in accordance with the audit standards, Regulator's requirements and/or as otherwise required by the Superannuation Laws.

*Note: SISR 8.02B requires the Trustee to account for the Market Value of the Fund Assets. See also section 35B(2) of the SISA.*

### **23. Fund Earnings**

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- 23.1 The Trustee may pay, apply, set aside, and/or allocate (in whole or in part) the Earnings of an Account of the Fund to one or more of the following Accounts, provided the Superannuation Laws allow:
- (a) the Fund;
  - (b) any Member Superannuation Interest;
  - (c) a group of Members' Superannuation Interests;

- 20.2 The Trustee may adopt Special Rules regarding the use, purpose and payment of Superannuation Benefits, General Expenses, Specific Expenses, or for the payment of any other liability of the Fund from any Reserve Account, subject to the Superannuation Laws.
- 20.3 The Trustee may transfer Assets and Earnings (including, but not limited to, insurance proceeds) of the Fund to any Reserve Account (including a Pension Reserve Account) and/or allocate Member Contributions to any Reserve Account (including a Pension Reserve Account), provided the Superannuation Laws allow.
- 20.4 The Trustee may pay, apply or set aside the Assets and Earnings of any Reserve Account of the Fund to:
- (a) settle any General Expense or Specific Expense of the Fund;
  - (b) add to another Reserve Account in the Fund or any other Superannuation Fund;
  - (c) add to any or all Superannuation Interests of the Fund (provided such application does not result in a Member exceeding his/her relevant Contributions Cap(s) as a result, unless the Member and Trustee consent and the Superannuation Laws allow);
  - (d) facilitate a Roll-over Superannuation Interest from the Fund to another Superannuation Fund;
  - (e) pay a Member Accumulation Interest or Member Pension Interest (in whole or in part);
  - (f) pay a Member's Temporary Incapacity Pension Interest (in whole or in part);
  - (g) pay a Member's Death Benefit (in whole or in part); and/or
  - (h) pay, credit, and/or apply the Assets and/or Earnings of any Reserve Account for any other purpose allowed by the Superannuation Laws.
- 20.5 Any trust distributions, insurance proceeds, windfall gains, winnings, receipts and/or accretions and accumulations of any other kind of the Fund which are other than a Contribution or Earnings of the Fund (including Earnings in respect to Assets held segregated for one or more Accounts of the Fund), may be allocated by the Trustee to any Reserve Account of the Fund, in such amounts and manner deemed reasonable by the Trustee, provided such allocation is permitted by the Superannuation Laws.
- 20.6 No Member, Member's Dependant, Member's Legal Estate, Member's Beneficiary and/or other party has any right or entitlement to a Reserve Account, unless the Trustee resolves to allocate part or whole of the Reserve Account to such a Person.
- 20.7 If the Trustee's proposed allocation from a Reserve Account gives rise to a tax liability to the Fund or a Member, then the Trustee may defer allocation until Professional advice is taken in respect to the taxation consequences.
- 20.8 The Trustee has the power to determine a formulae by which Earnings, expenses and/or losses are allocated between Reserves, Member Accumulation Interests and/or Member Pension Interests, provided the Trustee acts reasonably.

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## **Part Seven - Insurances**



- 17.6 The Trustee may allocate Asset(s) of the Fund (whether held at such time, acquired for the purposes of, or otherwise received by the Trustee by any other means), in whole or in part, in lieu of Cash, to accommodate the transfer and settlement of new Superannuation Interests equivalent to the relevant transfer amount(s).
- 17.7 This Rule 17 shall be read with Rule 15, and:
- (a) the Trustee may with the consent of a Member, transfer, in whole or in part, a Member Superannuation Interest to any Eligible Roll-over Fund nominated by the Member in the Member's **Notice of Payment Direction**;
  - (b) the Trustee may with or without the consent of a Member, transfer, in whole or in part, a Member Superannuation Interest to an Eligible Roll-over Fund nominated by a Member in the Member's **Default Superannuation Fund Nomination** on the happening of a Mandatory Transfer Event to the Member, and if the Member has not made a nomination or the nomination is not capable of being given effect, then the Trustee may transfer, in whole or in part, a Member Superannuation Interest to any other Eligible Roll-over Fund in such circumstances;
  - (c) the Trustee may, with or without the consent of a Member, accept Roll-over Superannuation Interest from any Eligible Roll-over Fund, accept the accounting and benefit description of the Roll-over Superannuation Interest as conclusive without further query, and accept the Roll-over Superannuation Interest to be held on the same terms upon which the Eligible Roll-over Fund held the Roll-over Superannuation Interest; and
  - (d) the Trustee may do such other things as the Trustee deems reasonable having regard to the objective of ensuring the Fund is a Complying SMSF.

## **Part Five – Investments and Investment Strategies**

### **18. Creating an Investment Strategy for the Fund and Members**

- 18.1 The Trustee of the Fund must formulate and give effect to an Investment Strategy which meets the Superannuation Laws and Regulator's requirements for a Complying SMSF. The Investment Strategy includes the Fund's Insurance Strategy and must be regularly reviewed by the Trustee of the Fund.

*Note: See SISR 4.09(2), which requires the Trustee to conduct a review of the Fund's Investment Strategy on a regular basis to consider the changing circumstance of the Fund and its Members.*

- 18.2 The Trustee may create a separate Investment Strategy in respect to one or more Member Superannuation Interests and/or Fund Accounts (including a Reserve Account). This Rule is not to be read as requiring multiple Investment Strategies where a Fund has more than one Member and/or a Member has one or more Superannuation Interests in the Fund.
- 18.3 If the Trustee implements more than one Investment Strategy, whether in respect to the Fund or any one or more Members, then the Trustee may:
- (a) settle Sub-Accounts for each Investment Strategy;
  - (b) apply Earnings in respect to each Investment Strategy to its corresponding Sub-Account;
  - (c) deduct expenses incurred in respect to each Investment Strategy to its corresponding Sub-Account; and/or

## Part Four – Contributions and Member Superannuation Interests

### 16. Accepting Member Contributions, Roll-overs and Transfers

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16.1 The Trustee may accept a Contribution, a Roll-over Superannuation Interest, and/or Transfer Superannuation Interest from a Member or other Contributor on behalf of a Member by:

- (a) payment of money, including Australian currency, foreign currency, BitCoin or other digital currency (provided such money is permitted by the Superannuation Laws) whether paid in Cash, transferred electronically, paid by cheque, a money order or such other manner of transfer of money allowed by the Superannuation Laws;
- (b) Contribution-in-Kind;
- (c) Contribution-in-Specie;
- (d) such accretions, transfers or payments permitted to be acquired by the Trustee by the Superannuation Laws for such purpose; and

may require the Member to complete a **Notice of Intent to Claim or Vary a Deduction** and/or **Contribution Declaration**. The Trustee may amend, vary or require alternate documentation for the purposes of receiving Contributions.

16.2 If the Contribution is other than a Roll-over Superannuation Interest or Transfer Superannuation Interest, the Trustee must:

- (a) ensure the Contributions received on behalf of a Member are compliant with the Superannuation Laws, including but not limited to SISR 7.04; and
- (b) if the Trustee cannot allocate the Contribution to a Member's Superannuation Interest within 28 (twenty-eight) days of the end of the month in which the Contribution is received, then the Trustee must allocate the Contribution by or before such time as the Regulator allows in the circumstances.

16.3 The Trustee shall not accept Contributions made by a Member, or on behalf of a Member, if the Member has failed to provide his/her Tax File Number within 30 (thirty) days of the Contributions being received by the Trustee. *See also SISR 7.04(2) and 7.04(3).*

16.4 The Trustee shall not accept Contributions other than Authorised Contributions made by a Member or on behalf of a Member, unless the Superannuation Laws allow.

16.5 If the Trustee is of the opinion a Contribution (or part thereof) is in excess of a Member's Contributions Cap (whether in respect to one or more of the following: Concessional Cap, Non-Concessional Cap, Non-Concessional Lifetime Cap, CGT Contributions Cap, Transfer Balance Account and/or such other capping criteria as shall be relevant) in respect to such Member, and/or is not an Authorised Contribution, then the Trustee may:

- (a) reject the Contribution (if the Trustee can do so prior to the amount being received by the Trustee);
- (b) allocate the Contribution to any Reserve Account;

*Warning: The Trustee should take advice from a SMSF Adviser prior to allocating Contributions to other than the Member to which the Contribution is communicated to be paid by, or for the benefit thereof. If the allocation is to a Reserve Account or other Account, the Trustee may be under strict time restrictions in respect to any allocations.*



15.2 **Termination Protocol:** When a Member ceases membership of the Fund (**Terminating Member**):

- (a) the Trustee must resolve to pay the Terminating Member's Superannuation Interests as a **Superannuation Benefit** and/or a **Roll-over Superannuation Interest** in accordance with this Rule 15.2, and in doing so the Trustee may:
- (i) withhold from paying the Superannuation Benefit and/or Roll-over Superannuation Interest until sufficient liquidity is available in the Fund to do so; and/or
  - (ii) in lieu of transferring Cash, the Trustee may settle a payment of a Superannuation Benefit and/or Roll-over Superannuation Interest by any of a Benefit-In-Kind and/or Benefit-in-Specie, where such benefit has an equal Market Value to the Member's Superannuation Benefit and/or Roll-over Superannuation Interest;

provided that the Trustee complies with the Payment Standards of Part 6 of the SISR, and the Superannuation Laws;

- (b) the Trustee must communicate to the Terminating Member that he/she is no longer a Member in the Fund by writing (including but not limited to electronic communications) as soon as reasonably practicable (**Termination Notice**), and may request the Member provide a **Notice of Payment Direction** and/or such other directions as may be appropriate for providing notice to the Member of the options available in respect to the payment of his/her Superannuation Benefit and/or Roll-over Superannuation Interest;
- (c) if the Terminating Member fails or refuses to provide a **Notice of Payment Direction**, or otherwise fails to provide payment directions to the Trustee within 28 (twenty-eight) days of the Termination Notice, then subject to the Superannuation Laws:
- (i) the Trustee shall first have regard to any **Nomination of Default Superannuation Fund** by the Member, and seek the consent of the Default Superannuation Fund to receive the Roll-over Superannuation Interest. If the Default Superannuation Fund accepts the Roll-over Superannuation Interest, then the Trustee may, but is not required to, effect the transfer of the Member's Roll-over Superannuation Interest to such Default Superannuation Fund (provided the Superannuation Laws allow), or may delay the transfer in circumstances in which doing so gives rise to a threat to the Fund's solvency and/or Complying SMSF status). If the Trustee does not effect the transfer to the Default Superannuation Fund, the Trustee is prohibited from transferring the Roll-over Superannuation Interest to any other Eligible Roll-over Fund without the prior consent of the Member;
  - (ii) if the Member has not completed a Nomination of Default Superannuation Fund, or the Default Superannuation Fund refuses to accept the Roll-over Superannuation Interest and/or the Nomination of Default Superannuation Fund is otherwise not capable of taking effect (*for example, the Default Superannuation Fund ceases to exist*), then the Trustee may select any other Eligible Roll-over Fund (without obligation to obtain the Member's consent) and complete the documentation necessary to cause the payment of the Member's

qualification verification undertaken for the payment of a Superannuation Benefit, acceptance of a Contribution, enrolment in any insurance policies and/or as otherwise may be determined appropriate for a matter relevant to the Member's membership;

- (i) promises to rectify any breach or non-compliance in respect to any aspect of the Fund as soon as reasonably possible, upon notice; and
  - (j) grants the Trustee Limited Power of Attorney to undertake only those transactions and/or completed instruments which the Member is obligated to complete under the Superannuation Laws, provided that the Member may, by notice in writing delivered to the Trustee, revoke, limit, or expand the power given to the Trustee by this Rule 13.13(j). For clarity, the Limited Power of Attorney does not extend to the making, on behalf of a Member, of any decision in respect to:
    - (i) the payment of a Member's Superannuation Interest,
    - (ii) the making of a Member's Binding Death Benefit Nomination, Member's SMSF Will, Member's Alternate Decision-Maker Nomination; and/or
    - (iii) any other matter which the Member is not legally obligated to complete under the Superannuation Laws.
- 13.14 A Member may be accepted, and may continue, as a Member, with a nil or negative Superannuation Interest in the Fund, subject to the Trustee's consent to the membership and/or continuing membership.
- 13.15 The Trustee benefits from a presumption that the Members have each read and consented to the terms of the Governing Rules. It is the Member's obligation to take advice in respect to the Governing Rules (including Special Rules).

*Warning: Members should be familiar with the terms of the Governing Rules. As the Fund may be administered on terms very different to retail Superannuation Funds, it is imperative that Members read and take advice in respect to their obligations and rights.*

#### **14. Member Meetings and Decision Making**

- 14.1 Any Member (**Calling Member**) may call a Member Meeting, by giving written notice to the other Members of not less than 5 (five) business days of the proposed Member Meeting, identifying the date, time and location. The notice shall also contain details of the methods of telephone, video conferencing or such other mechanism for allowing each and every Member to hear and participate in the Member Meeting (should a Member be unable to attend personally). The notice may be sent by email (including attachments), facsimile, telephone text, personal service, or by posting to the Members.
- 14.2 The Calling Member may offer a written resolution (including but not limited to a resolution communicated by electronic means, and executable by an electronic signature of the Member(s)) for execution by the Members, which may be in addition, or in the alternative, to the proposed Member Meeting. The written resolution shall be determined on its terms, in accordance with the terms of this Rule 14.
- 14.3 A quorum of the Member Meeting is met when the Members representing not less than 51% (fifty-one percent) of the Total Superannuation Interests in the Fund (excluding Reserve Account Balances) are in attendance (whether in person, by telephone, by video conferencing or by such other mechanism by which the Members may participate), and may be a single Member (provided



- 13.4 Any Person, with the consent of the Trustee, may become a Member provided the Superannuation Laws allow.
- 13.5 A Person wishing to become a Member following establishment of the Fund shall, as a condition of consideration, complete all documentation required by the Trustee. An approved form for **Application for Membership** is shown at **Annexure B**, although the Trustee may vary and/or alter the Application for Membership by notice in writing to the Members.
- 13.6 The Trustee may prescribe any reasonable means for applying for membership in the Fund, including but not limited to verbal confirmation, written application, and/or electronic submission.
- 13.7 A Member may, but is not required to, nominate a **Default Superannuation Fund** for the transfer of the Member's Superannuation Interests on the happening of a Mandatory Transfer Event in respect to a Member by written instrument signed by the Member.

*Example: Bob and Jane are Members of the Fund. Bob files for bankruptcy. Jane determines the Superannuation Laws require Bob's membership interest must be rolled out of the Fund. Jane refers to Bob's Default Superannuation Fund Nomination. Bob nominated ABC Commercial Super, accordingly, Jane works with the Trustee for ABC Commercial Super to transfer Bob's Superannuation Interests following Bob's bankruptcy.*

- 13.8 The Trustee may, without limiting any other term of Rule 13, refuse to admit a Member's Spouse as a Member, may refuse to create a separate Superannuation Interest in favour of a Member's Spouse and/or refuse to establish any other rights in the Fund in favour of a Member's Spouse, subject to the Superannuation Laws.
- 13.9 A Person is deemed to be admitted as a Member when the Trustee approves the Person as a Member, which approval may be given retrospectively or prospectively by conduct, communicated in writing or electronically, or confirmed in such other manner deemed reasonable in the opinion of the Trustee.
- 13.10 **Special Member Disclosure:** The Trustee may impose the following obligations upon the Members, which obligations are intended to limit the controversy and legal actions to which the Trustee may become party as a consequence of a Member's membership:
- (a) the Trustee may require the Member to provide the Trustee with an **Alternate Decision-Maker Nomination**, in the form shown at **Annexure A**, or such other approved format adopted by the Trustee;
  - (b) the Trustee may require the Member to make an **Application for Membership** in the form shown at **Annexure B**, or such other approved format adopted by the Trustee;
  - (c) the Trustee may require the Member to make a **Death Benefit Nomination**, in the form shown at **Annexure C**, or such other approved format adopted by the Trustee;
  - (d) the Trustee may require the Member to make an **ATO Trustee Declaration**; and/or
  - (e) such other instruments and directions as the Trustee determines are reasonable for communicating a Member's requests, decisions, and determinations in respect the Member's Superannuation Interests and/or authorities in the Fund.

12.9 **Trustee's Family Law Powers:** The Trustee has all the following express Family Law Powers:

- (a) **effect Payment Splits:** pay, apply, set aside, deal with and otherwise disburse the Members' Superannuation Interests in accordance with the Payment Split Standards (including but not limited to superannuation agreements, payment flags, flag lifting agreements and such other requirements imposed under Part VIIIIB of the *Family Law Act 1975 (Cth)*) of Part 7A of the SISR; and
- (b) **effect Roll-overs:** either at the request of the Member, Non-Member Spouse (provided the Non-Member Spouse has lawful authority to make such request) or at the direction of a Court, effect a Roll-over of the Member's Superannuation Interests;
- (c) **create new Superannuation Interests:** create new Superannuation Interests in the Fund for a Non-Member Spouse, provided the matter is agreed by Trustee Special Resolution;
- (d) **apportion amounts:** determine the apportionment of the minimum benefits, including Preserved, Restricted Non-Preserved, Unrestricted Non-Preserved Components and, provided allowed by the Superannuation Laws, apportion Transfer Balance Caps, for any payments made in respect to a Payment Split;
- (e) **give information:** provide a Non-Member Spouse with information in respect to a Member's Superannuation Interests;
- (f) **seek advice:** seek advice and assistance in respect to dealing with a Member's Family Law matter;
- (g) **apply costs to the Member's Superannuation Interests and/or Non-Member Spouse's Superannuation Interest:** apply the costs of seeking advice and/or attending to a Member, Non-Member Spouse or other Family Law request to a Member's Superannuation Interest, Non-Member Spouse's Superannuation Interest (if any, but included in this term is an interest in a Member's Superannuation Interest) or other Account of the Fund; and
- (h) **take any other action in respect to a Member's Family Law matter:** do any other thing the Trustee deems appropriate in respect to a Member's Family Law matters, having regard to the Superannuation Laws and the *Family Law Act 1975 (Cth)*.

12.10 **Trustee Restrictions:**

- (a) Notwithstanding the terms of Rule 12, the Trustee is prohibited from:
  - (i) **lending money** to Members and the Members' Relatives, except where otherwise permitted by the Superannuation Laws;
  - (ii) **charging or mortgaging** the Fund's Assets, except as permitted by the Superannuation Laws;
  - (iii) **acquiring Assets** from Members and the Members' Relatives and Related Parties, except as permitted by the Superannuation Laws;
  - (iv) causing the Fund to be a Non-Complying Superannuation Fund and/or breaching the Superannuation Laws.



- (a) **engage SMSF Professionals and other advisers:** employ or engage agents, administrators, accountants, financial planners, lawyers or other Professionals in the execution of transactions, undertakings, acquisitions, disposals and other powers of the Trustee;
- (b) **acquire insurance policies:** acquire such insurance policies as the Trustee deems appropriate for the circumstances, including but not limited to doing all things necessary to cause the insurance and/or underwriting of the Assets of the Fund, insure the risks, costs, audits, contingencies and penalties which may arise in the administration of the Fund, insure on the happening of a Temporary Incapacity, Total and Permanent Incapacity or death of the Fund's Members to provide benefits to the Member and/or the Member's Dependants;
- (c) **deal with insurance policies:** split, transfer, cancel or vary any insurance policies howsoever structured and whosoever benefitting (provided that where an insurance policy is taken out by a Member, any dealing must be first approved by the Member, unless the Member's Superannuation Interest is insufficient to settle the costs associated therewith in which case the Trustee may be authorised to deal with such insurance policy without prior notice to the Member);
- (d) **pay General Expenses and Specific Expenses:** pay all General Expenses and Specific Expenses of the Fund, including but not limited to insurance premiums, rates, taxes, rents, outgoings and maintenance expenses in connection with any Assets of the Fund, from one or more Accounts, from income associated with an Asset to which the expense was paid, from the Earnings of the Fund, and such other manner permitted by the Superannuation Laws;
- (e) **purchase pensions, annuities, retiring products, and/or insurance policies:** arrange, deal with and purchase pensions, annuities, retiring products and/or insurance policies;
- (f) **pay reimbursement to Members:** reimburse Members for disbursements made on behalf of the Fund;
- (g) **settle financial obligations:** pay the Fund's suppliers and service providers for costs associated with the Fund's acquisitions, holdings, administration and disbursements generally, including but not limited to costs associated with audits, tax compliance, investment, payment of benefits, travel, education and any and all allowed financial outlays under the Superannuation Laws;
- (h) **set aside money in the Fund:** set aside out of the Earnings or Reserve Account from time to time, such money as may, in the opinion of the Trustee, be sufficient to meet any debt, tax or obligation due or accruing;
- (i) **give indemnities:** give indemnities to or on behalf of any party as the Trustee deems fit, to the extent permitted by the Superannuation Laws;
- (j) **be indemnified:** be indemnified from the Assets of the Fund for the costs, losses, damages, fines or awards against the Trustee arising from their role as Trustee of the Fund, subject to the Governing Rules and the Superannuation Laws;
- (k) **effect transfers, commutations and payments required by the Regulator:** pay, apply, set side, deal with and otherwise disburse Member's Superannuation Interests and/or Fund Assets in respect to any financial obligation imposed by the Regulator, or other Government body

Member Superannuation Interests from the Regulator, Contributors, Members, and such other parties as may be relevant for purposes of determining and dealing with Member Contributions Caps, including but not limited to determining and dealing with Transfer Balance Accounts, Personal Transfer Balance Caps, crediting and debiting Transfer Balance Accounts, commutation and payment of amounts in excess of Contributions Caps, paying Excess Transfer Balance Tax, attending to Excess Transfer Balance Determinations, attending to Default Commutation Notices and Valid Elections, and such other dealings, determinations and attendances as shall be required in respect to a Member's Contributions and Excess Contributions to the Fund;

- (b) **Qualifying Recognised Overseas Pension Scheme (QROPS):** do all things necessary to cause the recognition of the Trustee and/or the Fund as a QROPS, or such other form of qualifying Retirement plan as may apply to an Overseas Pension scheme. In this regard, the Trustee is permitted to conduct the Fund administration in conformity with the requirements and/or obligations of the QROPS (or such other Overseas Pension scheme) as may be necessary to provide a Benefit to a Member in accordance therewith, notwithstanding such requirements and/or obligations may take precedence over the terms otherwise read in these Governing Rules or the Superannuation Laws;
- (c) **determine value:** determine the Value of the Assets of the Fund in accordance with the Superannuation Laws, including but not limited to investigation of market comparisons, engagement of property valuers and agents, and such other means of determining value and at such intervals determined reasonable by the Trustee, subject to the Superannuation Laws;
- (d) **maintain records:** arrange records of the Fund to be held in any manner determined reasonable by the Trustee, provided the records are held in a manner allowed by the Superannuation Laws and for not less than the period of time required by the Superannuation Laws;
- (e) **settle trusts and establish legal entities:** settle trusts and establish other legal entities (including, but not limited to, companies, partnerships, joint ventures, SMSFs, and Bare Trusts) for the purpose of investment, carrying on a business or doing any other thing by the Trustee;
- (f) **change status:** resolve to change the status of the Fund to or from a SMSF, small APRA Fund or such other type of fund permitted by the Superannuation Laws;
- (g) **make arrangements for collectables and personal use Assets:** determine the manner of storing the collectables and personal use Assets of the Fund, as the terms are read at section 62A of the SISA and the Superannuation Laws generally;
- (h) **appoint a Custodian:** appoint any Person or Persons to act as Custodian to hold legal title over any Asset(s) of the Fund, and settle on such terms as deemed reasonable by the Trustee;
- (i) **power to appoint an attorney:** delegate the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee, and execute any powers of attorney or other instruments necessary to effectuate such purpose;



- (y) **engage SMSF Professionals and other advisers:** employ or engage agents, administrators, accountants, financial planners, lawyers or other Professionals in the execution of transactions, undertakings, acquisitions, disposal, and other powers of the Trustee, and to transact any business or to do any act required to be done in connection with the administration, maintenance or on-going operation of the Fund including engaging a registered Auditor, and to act upon the opinion or advice of any such Person without being responsible for any loss or damage occasioned by acting in accordance therewith;
- (z) **offer vendor finance and instalment payment terms:** dispose of Assets on such vendor finance and instalment finance terms determined appropriate in the circumstances by the Trustee;
- (aa) **acquire and receive Business Real Property from Members:** acquire at Market Value or receive as a Contribution (and received and recorded at Market Value), Business Real Property from Members of the Fund;
- (bb) **acquire pensions, annuities, Retirement products and/or insurance policies:** acquire pensions, annuities, Retirement products and/or insurance policies to assist with any liquidity and/or obligation of the Fund, including known and/or contingent risks to the Trustee, Members and/or Members' Dependants;
- (cc) **acquire and receive other Assets from Members:** acquire at Market Value or receive as a Contribution (and received and recorded at Market Value) such other Assets from Members as are not prohibited by the Superannuation Laws, including, but not limited to section 66 of the SISA;
- (dd) **invest without regard to profit:** without limitation to the above, exercise any of its powers, including the power to sell and the powers to deal with real or personal property whether at a profit or not, including but not limited to holding an investment which generates little to no Earnings; and
- (ee) **exercise all other powers:** do all such other things as may be incidental to the exercise of the powers, rights, discretions and authorities hereby conferred on the Trustee; and
- (ff) Generally to exercise or concur in exercising all the foregoing powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that any person being a Trustee or any person being a director or shareholder of a Trustee hereof (being a company) has or may have a direct or personal interest (whether as trustee of any other settlement or in his/her personal capacity or a shareholder or director or member or partner of any company or partnership or as a unit holder in any unit trust or beneficiary of any discretionary trust or otherwise howsoever) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

12.5 **The Trustee Borrowing Powers:** The Trustee has the following express Borrowing Powers to:

- (a) **pay benefits:** provided the payment of the benefit and borrowing are on terms permitted by the Superannuation Laws;

licences in respect of, or otherwise turn to account, the property rights or information so acquired;

- (h) **grant or take options:** grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such option will be at a profit or not;
- (i) **enter into lease arrangements:** rent real property from any Person, acquire the interest of any lessee in any lease, purchase or undertake hire arrangements, grant leases, sub-leases, tenancies or rights of any nature to any interest in real or personal property, motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and other property of any description, including but not limited to ground leases and leases of terms in excess of 99 (ninety-nine) years;
- (j) **lend money:** lend Assets of the Fund, including money and securities, and/or advance monies to parties, including to a Related Party, subject to the Superannuation Laws;
- (k) **invest in bank bills:** raise money in any manner allowed by the Superannuation Laws, including drawing, endorsing, accepting or otherwise dealing with any bill of exchange, promissory note or other negotiable instrument, on such terms deemed reasonable by the Trustee;
- (l) **open and conduct bank accounts, cash management trusts and promissory notes:** open bank accounts, cash management trusts, term deposits and any other Cash-style products including the giving and taking of promissory notes and Bills of Exchange;
- (m) **trade in foreign and digital currency:** undertake, contract, carry out or do anything including acquiring Assets in a foreign or digital currency, and dealing in a foreign or digital currency (including BitCoin);
- (n) **enter into futures contracts and options:** both within and outside Australia to buy, sell, open, close-out or otherwise deal in futures contracts of all kinds, to enter into, vary, exercise, abandon or sell any put or call option, contracts for differences or rights, to place bids, make offers, hedge and effect orders including buying, selling, straddle, switch and stop-loss order, to tender and take delivery of commodities and currencies which are the subject of any futures contract or option and otherwise to do and perform all things so as to operate on, utilise or deal with the facilities of any stock or futures exchange no matter where situate provided the Trustee maintains a Risk Management Strategy if required under the Superannuation Laws;
- (o) **create, conduct and run a business:** establish, create, carry on, conduct, maintain, sell or dispose of a business whether in conjunction with or to a Related Party (including a Member, Trustee of the Fund or a Related Party of either), either directly or indirectly through a Company, trust, partnership, joint venture or other legal entity, on terms deemed reasonable by the Trustee, subject to the Superannuation Laws;
- (p) **enter into Partnership or Joint Venture:** establish, create, carry on, conduct, maintain, sell or dispose of a partnership or joint venture whether in conjunction with or to a Related Party (including a Member, Trustee or Director);
- (q) **obtain agencies, franchises and licences:** apply for, purchase and hold any permit, agency, franchise or licence which may be desirable or required to enable or facilitate the carrying on of any business which the



- (i) ensure the efficient administration of the Fund including, but not limited to, the payment of all taxes, Excess Contributions and other imposts that must be paid by the Fund, and the lodgement of all compulsory documentation to the Regulator in respect of the Fund, and ensure that the Fund meets its Superannuation Laws compliance responsibilities;
- (j) keep all records, documents, and minutes of valid Trustee Meetings to enable the efficient administration and audit of the Fund by the Auditor and the Regulator so as to comply with all Superannuation Laws in respect of the keeping of records, documents, and minutes for the Fund;
- (k) notify the Regulator, in accordance with the provisions of the Superannuation Laws, of significant events and other events that occur in respect of the Fund, including any change in Trustee, where required within the requisite time period;
- (l) refrain from delegating the Trustee's powers and responsibilities, unless otherwise permitted by the Governing Rules and the Superannuation Laws;
- (m) keep informed of the Superannuation Laws, and, if required by the Superannuation Laws or the Regulator, undertake any education or other mandatory or voluntary knowledge requirements;
- (n) deal with the Regulator and any other regulatory authority, as required under the Superannuation Laws;
- (o) conduct the management of and dealings with the Fund and its Members in accordance with the Operating Standards of Part 4, Division 4.2 of the SISR, including but not limited to:
  - (i) settle and maintain an Insurance Strategy, in accordance with SISR 4.07D and 4.07E;
  - (ii) settle and maintain an Investment Strategy, in accordance with SISR 4.09; and
  - (iii) hold all Assets of the Fund separately from those of the Trustee (if Natural Person(s)) and/or Directors of a Corporate Trustee, in accordance with SISR 4.09D;
- (p) ensure the investment, maintenance and dealing with any reserves of the Fund are consistent with the Investment Strategy;
- (q) consider the Fund's obligations to meet its liabilities as and when they fall due, and do all things necessary to ensure the Fund is solvent and capable of meeting its liabilities;
- (r) comply with the Payment Standards of Part 6 of the SISR;
- (s) pay on time any charges, costs, and/or fines levied by the Regulator or a Court against the Fund; and
- (t) engage in such further conduct as required by the Superannuation Laws and the Regulator.