



SMSF TRUST DEED ESTABLISHMENT

AC< SUPERANNUATION FUND

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DEED OF ESTABLISHMENT OF AC< SUPERANNUATION 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: AC< PTY LTD - ACN 620353022 of
LEVEL 1 Level 1, 21 SHIERLAW AVENUE, CANTERBURY,
VIC 3126

Members: PUI LING CHIN and LEE CHOO TAN of
48 ROSTREVOR PARADE, MONT ALBERT NORTH, VIC 3129

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. **PUI LING CHIN and LEE CHOO TAN** 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: **AC< SUPERANNUATION 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 Trustees

AC< PTY LTD - ACN 620353022 of LEVEL 1 Level 1, 21 SHIERLAW AVENUE, CANTERBURY, VIC 3126 by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):

PUI LING CHIN
Director

LEE CHOO TAN
Director

Dated: _____

Dated: _____

The Members

PUI LING CHIN and LEE CHOO TAN of 48 ROSTREVOR PARADE, MONT ALBERT NORTH, VIC 3129:

PUI LING CHIN
Member

Witness Name / Signature

Dated: _____

Dated: _____

LEE CHOO TAN
Member

Witness Name / Signature

Dated: _____

Dated: _____

ANNEXURE ONE
AC< SUPERANNUATION FUND
GOVERNING RULES

TABLE OF CONTENTS

Part One – The Fund Establishment	8
1. Establishment and Interpretation Guidance	8
2. Establishment	10
Part Two – The Trustee	11
3. Trusteeship of the Fund	11
4. Trustee as Natural Persons.....	12
5. Corporate Trustee.....	14
6. Alternate Decision-Maker for Member	15
7. RSE Licensee.....	19
8. Change of Trustee	19
9. Trustee Remuneration	21
10. Trustee Indemnities	21
11. Trustee Responsibilities	22
12. Trustee Powers.....	24
Part Three – The Members	34
13. Membership of the Fund	34
14. Member Meetings and Decision Making	37
15. Membership Termination	38
Part Four – Contributions and Member Superannuation Interests.....	40
16. Accepting Member Contributions, Roll-overs and Transfers	40
17. Creating and Transferring Member Superannuation Interests	42
Part Five – Investments and Investment Strategies	43
18. Creating an Investment Strategy for the Fund and Members.....	43
19. Special Rules regarding State-Based Tax and Duty Exemptions and Concessions	44
Part Six – Reserve Accounts	44
20. Establishing a Reserve Account for the Fund.....	44
Part Seven - Insurances.....	45
21. Insurances, Annuities and Insurance Strategy (inclusive or exclusive of Annuities)	45
Part Eight –Accounting, Earnings, Allocations and Administration.....	46
22. Trustee to keep Accounts.....	46
23. Fund Earnings	47

24.	Accounting for a Member Accumulation Interest.....	48
25.	Accounting for a Member Pension Interest.....	50
26.	Contributions Splitting.....	52
27.	Family Law	52
28.	Fund Assets, Contracts and Transactions.....	53
Part Nine – Payment of Member Superannuation Interests.....		53
29.	Accessing Member Superannuation Interests	53
30.	Special Rules for the payment of a Member’s Superannuation Interests.....	59
31.	Protocol for settling and administering SMSF Wills	61
32.	Protocol for settling and administering a Binding Death Benefit Nomination	65
33.	Protocol for settling and administering a Non-Binding Death Benefit Nomination and lapsed Binding Death Benefit Nomination	66
34.	Protocol for discretionary powers of the Deceased Member’s Alternate Decision-Maker and Trustee on death of Member	69
35.	Protocol for settling and administering an Auto-Reversionary Pension Interest ..	70
36.	Protocol for settling and administering a Conditional Pension Interest	73
37.	Protocol for settling and administering a Pension Interest (other than an Auto-Reversionary Pension Interest or a Conditional Pension Interest).....	73
Part Ten – Alternate Decision-Making and Estate Planning		75
38.	Lifetime Planning – the Member SMSF Living Will	75
39.	SMSF Estate Plan and SMSF Will	75
Part Eleven –Taxes.....		78
40.	Taxes and Excess Contributions Tax	78
Part Twelve – Winding Up		78
41.	Winding up the Fund	79
Part Thirteen – Amendments and Change of Name		79
42.	Changing the Fund’s Governing Rules	79
43.	Changing the Fund’s Name.....	81
Part Fourteen – Delivery, Electronic Transactions Authority, Effective Date and Execution		81
44.	Notice	81
45.	Electronic Transactions Authority	81
46.	Effective Date	82
47.	Execution and General.....	82
Part Fifteen – Definitions and Interpretation		82
48.	Definitions	82
TABLE OF ANNEXURES.....		101

- (c) if a Special Rule of the Fund has been determined by way of a SMSF Living Will, SMSF Will, Binding Death Benefit Nomination (whether lapsing or non-lapsing) and/or Pension Interest Agreement, then the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless otherwise specifically recorded in writing by the Trustee and Member (being the Member which made the Special Rule);
- (d) if a Special Rule of the Fund is not otherwise referred to in the preceding terms of Rule 42.1, then the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless otherwise specifically recorded by the Trustee and other parties to the Special Rule.

For example, if a property has been segregated to the Member Superannuation Interests of Bob and May, then a modification of the Special Rule must be made by the Trustee, Bob and May specifically to cause a variation of the Special Rule. Otherwise, the Special Rule is deemed incorporated.

- (e) any variation, change, deletion, addition or amendment to the Governing Rules shall not detrimentally affect a Member's Superannuation Interests;
- (f) any variation, change, deletion or amendment to the Governing Rules shall not result in a resettlement of the Fund (if determined to be a trust at law) nor a capital gains tax event unless the Superannuation Laws require; and
- (g) if the Fund has a defined benefit pension in existence pre-2004, a loan arrangement pre-1985, or any other Rule that advantages the Members of the Fund, but which would be lost or diminished if the new Governing Rules were applied, then any variation of the Governing Rules is not to vary such Governing Rules that advantage a Member and shall be deemed to be adopted and incorporated in the amended Governing Rules.

42.2 Subject to Rule 42.1, the Trustee may adopt a protocol allowing for the automatic annual upgrades of the Governing Rules (with the resolution applicable for a fixed number of years, or indefinitely for the term of the Fund), by Trustee Ordinary Resolution, which upgrades may address changes to the Superannuation Laws and any other matters considered appropriate by the relevant SMSF Advisers assisting the Trustee from time to time (if any), in accordance with the following:

- (a) **Annual upgrade with Signature:** The Trustee may receive, from a subscription service offered by the relevant SMSF Advisers to the Trustee, an instrument having the effect of a variation of the Fund's Governing Rules, which instrument the Trustee may execute by analogue or electronic signature, and copy to the Members at such reasonable time thereafter, the effect of which is that the Governing Rules are thereafter varied on the date of execution by the Trustee;
- (b) **Auto-upgrade:** The Trustee may apply for a subscription service through a relevant SMSF Adviser, which publishes varied Governing Rules in any reasonable manner considered by the Trustee, provided that the Trustee ensures the Members have access to the Governing Rules; and/or
- (c) **Upgrade by alternative means:** The Trustee may undertake with its SMSF Adviser such other reasonable mechanism for complying with its legal obligations to maintain the Governing Rules at a standard required by the Superannuation Laws, provided such mechanism is resolved by the Members (with the resolution applicable for a fixed number of years, or indefinitely for the term of the Fund).

- 42.3 Notwithstanding Rule 42.2, and the adoption of any auto-upgrade or variation protocol, the terms and conditions shown at Rule 42.1 are imposed as an irrevocable burden on such protocol.

43. Changing the Fund's Name

- 43.1 The Trustee may at any time change the Fund's name provided the Regulator is informed, if required, under the Superannuation Laws.
- 43.2 Any change in Fund name may be made by the Trustee by way Trustee Ordinary Resolution.

Part Fourteen – Delivery, Electronic Transactions Authority, Effective Date and Execution

44. Notice

- 44.1 Any notice of communication to or by a party:
- (a) may be given by personal service, post, facsimile or email;
 - (b) must be in writing (including in a manner shown in the ETA), legible and in English addressed to the parties;
 - (c) in the case of a corporation, must be signed by an officer or under the common seal of the corporation;
 - (d) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the address;
 - (ii) if posted, 2 (two) business days (or 6 (six) business days, if addressed outside Australia) after the date of posting to the addressee whether delivered or not;
 - (iii) if sent by facsimile transmission, on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this Rule; or
 - (iv) if sent by email, on receipt of a reply email from the addressee confirming that the email has been delivered.

45. Electronic Transactions Authority

- 45.1 A SMSF's Governing Rules are often, but are not required to be, settled and/or varied by a deed. Section 10(1) of the SISA defines a deed as an instrument having the effect of a deed.
- 45.2 The Trustee and Members ratify the execution of this Deed by electronic signature, and adopt expressly the terms of the *Electronic Transactions Act 1999 (Cth)* (ETA), notwithstanding any contrary legal precedent or term of any State-based legislation dealing with electronic transactions.

Warning: State-based legislation may prohibit the Trustee and Members from contracting out of execution standards requiring deeds to be wet signed (as opposed to executed by electronic signature). Whilst execution of deeds by wet signature is strongly recommended, execution in States which prohibit execution of deeds by wet signature should not be conducted by electronic transaction.

- 45.3 The Trustee and Members confirm that the Governing Rules shall be deemed as settled on the date shown as the effective date of this Deed, notwithstanding any validation called upon by a non-party to this Deed (*for example, a bank, Government authority, etc.*).
- 45.4 The Trustee and Members consent to the exchange of any and all information and documents (including, but not limited to, minutes, resolutions, Nominations, variation of the Governing Rules and/or such other instruments produced or producible in respect to the operation, administration and conduct of the Fund) in respect to the Fund by electronic means, and the execution of any and all documents (including deeds) by electronic signature of the relevant parties (subject to limitations imposed by State-based legislation), excepting where expressly provided otherwise in the terms of the Governing Rules.
- 45.5 Except where parties are not at liberty to contract or consent to a matter being conducted in accordance with the ETA, or any applicable State electronic transactions legislation, the Trustee, Members, advisers and other parties may rely on the terms of the ETA and any applicable State electronic transactions legislation in the conduct of communications by the relevant parties in respect to the administration and conduct of the Fund.

46. Effective Date

- 46.1 If there is a discrepancy between the dates of execution of the parties and a date shown as the Commencement Date, the Governing Rules shall be deemed to be effective from the date upon which the last of the parties to the Deed executes.

47. Execution and General

- 47.1 The Deed may be executed in counter-parts, which counter-parts taken together shall constitute the Deed.
- 47.2 A defective execution by one or more party does not invalidate the settlement of the Fund on the Effective Date. In the event of a defective execution, the party executing defectively can either over-sign their original signature (and where a witness is referred to, the same or different witness can over-sign the witness signature), the parties can enter into a deed of ratification, or any other instrument which shows the party's consent to be bound.
- 47.3 If one or more Governing Rules or terms shown in the Deed are deemed unlawful, then the relevant Governing Rules or terms shall be deemed to be severed, with the balance of the Deed continued on its terms.
- 47.4 If a capitalised term is not specifically defined in the Definitions section of the Deed, then the capitalised term has the meaning given in the Superannuation Laws.
- 47.5 If a term shown in the Deed is not capitalised, the term is to be interpreted in accordance with its ordinary meaning, and where relevant, by the meaning given in the Superannuation Laws.

Part Fifteen – Definitions and Interpretation

48. Definitions

- 48.1 If a word is capitalised in the Governing Rules but not shown in Rule 48, the word shall be read in accordance with the definition prescribed under the Superannuation Laws.

48.2 Words shown in italics (other than legislative references) are not to be deemed as Rules. Words shown in italics, including boxed content, are for commentary or illustrative purposes only.

48.3 The following Definitions shall apply in the interpretation of the terms of the Deed:

Accounts means those Accounts, including trust Accounts established by the Trustee for the Fund, a Member's Superannuation Interest or Interests, a group of Members' Superannuation Interests, a Reserve Account and any other account of the Fund.

Accounts Based Pension means a Pension Interest which is subject to SISR 1.03(1), 1.06(1), 1.06(9A) and 1.06(9B), and which cannot be transferred to any other Person except a Reversionary Beneficiary, the capital and income are not available for borrowing purposes (including offered as collateral for a borrowing arrangement, hedging or other finance term), the capital cannot be increased by way of Roll-over or Contributions (following commencement), and minimum payments (in terms of amount and frequency) must be made annually in accordance with the Superannuation Laws.

Accumulation Interest means is that part of a Member's Superannuation Interest which is not a Pension Interest, or supporting a Pension Interest.

Actuary has the meaning given in the Superannuation Laws, and includes a practising member of the Institute of Actuaries of Australia.

Administrative Powers has the meaning read at Rule 12.6.

Allocated Pension has the meaning given in the Superannuation Laws.

Alternate Decision-Maker means a Person or Persons nominated to act as the Legal Personal Representative of a Member in accordance with Rule 6.

Alternate Decision-Maker Nomination has the meaning given in Rule 6, and includes the approved form shown at **Annexure A**.

Anti-Detriment Payments are payments made by the Trustee, whether from Reserve, Earnings of the Fund or life insurance proceeds for the purpose of ensuring that the Dependants or Legal Estate of the Deceased Member are put in the same financial position in terms of Death Benefits that they would have been if no taxes had been levied on the contributions of the Deceased Member. In determining the Anti-Detriment amount, the Trustee may have regard to any formula used by the Regulator to calculate the amount, and/or an audit or accounting method based on actual Accounts of the Fund.

Warning: Anti-Detriment Payments are not permitted from and following 1 July 2017 as a consequence of changes to the Superannuation Laws.

Anti-Detriment Reserve includes a Reserve established by the Trustee under the Governing Rules for the purpose of making Anti-Detriment Payments in respect of Deceased Members of the Fund. Such amounts may be accrued in the Anti-Detriment Reserve to make Anti-Detriment Payments to the Deceased Member's Dependants or Legal Estate, and may be determined by an Actuary.

Warning: Anti-Detriment Payments are not permitted from and following 1 July 2017 as a consequence of changes to the Superannuation Laws.

Asset includes, but is not limited to real, personal or intellectual property, shares, futures, collectables, businesses or business interests, any Assets or property transferred or contributed to the Fund plus income, earnings and

profits arising from those Assets or property interests as well as any other Asset that a Complying SMSF may lawfully hold, but excludes Cash. Asset includes part of an Asset or a fractional interest in an Asset.

Associate has the meaning read at section 12 of the SISA.

Auditor is an Auditor authorised under the Superannuation Laws or by the Regulator to be an Auditor of a SMSF.

Australian Superannuation Fund a Superannuation Fund as contemplated in the SISA, including but not limited to section 42 of the SISA, and is settled, situated and/or subject to management and control in Australia.

Authorised Contribution includes a contribution of Cash, Contribution-in-Specie, Contribution-in-Kind (including a Fund expense payment or the forgiveness of a debt), made to the Fund by any Person (including, a Member, Member's family, Member's Employer and/or any other Person authorised by the Superannuation Laws to make a Contribution on behalf of another) where the Trustee is satisfied that the Contribution has met the requirements for making a Contribution under the Superannuation Laws and that the acceptance of the Contribution by the Trustee of the Fund will not result in the Trustee breaching the Superannuation Laws. An Authorised Contribution does not include an allocation from a Reserve Account for the benefit of a Member.

Authority to Release Information is a written direction from a party authorising the release of information about a Member's Superannuation Interests to another party.

ARPIA means the Auto-Reversionary Pension Interest Agreement, SMSF Will and/or Binding Death Benefit Nomination in which a Member settles an arrangement which prescribes the reversion of the Member's Pension Interest upon his/her death to one or more Reversionary Beneficiaries.

Auto-Reversionary Event means the event upon which a Pension Interest reverts to an Reversionary Beneficiary.

Auto-Reversionary Pension Interest includes a Pension Interest or Pension where a Person or Persons (the **Reversionary Beneficiary**) is nominated in an Auto-Reversionary Pension Interest Agreement, SMSF Will or Binding Death Benefit Nomination (collectively, the **ARPIA**) as the recipient of the Member's Pension Interest (**Original Beneficiary**), upon the death of the Original Beneficiary. The Auto-Reversionary Interest is subject to the Conditions of Release of Benefits and Payment Standards of the Superannuation Laws.

Auto-Reversionary Pension Interest Agreement has the same meaning as ARPIA.

Bare Trust means a trust established by the Trustee or some other party which holds an Asset on Bare Trust for the Trustee of the Fund. The trustee of the Bare Trust is to hold any Asset of the Fund for the absolute entitlement of the Trustee of the Fund. A Bare Trust are most often used, but are not limited to, limited recourse lending arrangements made pursuant to sections 67, 67A and 67B of SISA. A Bare Trust is also known as a Holding Trust.

Benefit means an amount of Cash, Benefit-in-Kind, and Benefit-in-Specie made in satisfaction of a Payment Direction, Trustee resolution or as a consequence of a Payment Direction or determination of the Trustee, in respect to a Member's Superannuation Interests

Benefit-in-Kind means a deemed benefit (other than a Benefit-in-Specie and/or payment of Cash) provided to or on behalf of a Member, Member's Dependant(s), or Member's Legal Estate.

Benefit-in-Specie means a transfer, in whole or in part, of an Asset of the Fund (other than a Benefit-in-Kind and/or payment of Cash) paid to a Member, Member's Dependant(s), Member's Legal Estate or otherwise as a consequence of a Payment Direction or determination of the Trustee, in respect to a Member's Superannuation Interests.

Binding Death Benefit Nomination means a set of instructions made by a Member in respect to the payment of the Member's Superannuation Interests upon the Member's death which are intended to bind the Trustee and Member's Alternate Decision-Maker in the payment of the Member's Superannuation Interests on death. The Nomination may be lapsing or non-lapsing. The Nomination must be signed by at least ONE Natural Person who is not a Member, Member's Relative, Trustee (including a Director of a Corporate Trustee) or a Beneficiary nominated in the Binding Death Benefit Nomination. Refer also to Rules 32.1 and 39.

Calling Member is as defined at Clause 14.1.

Calling Trustee is as defined at Clause 4.4(a).

Cash includes any currency, cheque, promissory note and any amount held by the Trustee in a bank account, cash management trust, deposit account or similar account where Cash may be held on deposit for the Trustee, and includes foreign currency and digital currency (for example, BitCoin).

CGT Contributions Cap is the limit prescribed by the Superannuation Laws which a Member of a Superannuation Fund may contribute as a CGT relief transfer amount.

Child in relation to a Person, includes an adopted Child, a step-Child or an ex-nuptial Child of the Person or any other Person as defined under the Superannuation Laws, except that a Member may, by way of his/her SMSF Will, Binding Death Benefit Nomination or Pension Interest Agreements, vary the definition in respect to the payment of his/her Superannuation Interests.

Child Pension Interest has the meaning given in the Superannuation Laws.

Company includes any entity incorporated pursuant to *Corporations Act 2001 (Cth)* or the Superannuation Laws (as applicable).

Compassionate Grounds includes those grounds listed under the Superannuation Laws authorising the Trustee, subject to direction by the Regulator, to pay a Lump Sum Payment to Members based on Compassionate Grounds.

Complying SMSF means a Superannuation Fund which meets both the definition of a SMSF and the conditions of a complying Superannuation Fund under the Superannuation Laws or as otherwise determined by the Regulator.

Concessional Contributions are those Contributions and allocations defined as Concessional Contributions in the Superannuation Laws.

Concessional Contributions Cap has the meaning given in the Superannuation Laws.

Conditional Pension Interest means a Pension Interest which is settled by a Member by way of a Conditional Pension Interest Agreement, or within the

Member's SMSF Will or Binding Death Benefit Nomination (collectively, **CPIA**) and prescribes conditions upon which the Pension Interest reverts and is paid. A Conditional Pension Interest is subject to the Conditions of Release of Benefits and Payment Standards of the Superannuation Laws.

Condition Pension Triggering Event is as defined at Rule 36.1.

Conditions of Release of Benefits includes those Conditions of Release of Superannuation Benefits in the Superannuation Laws and in particular Schedule 1 of the SISR.

Contributing Member is a Member of the Fund who contributes to the Fund on behalf of himself or herself, the Member's Spouse or another Member of the Fund.

Contribution includes a payment, Contribution-in-Kind, Contribution-in-Specie, and/or receipt of any other money or Asset permitted by the Superannuation Laws to be received as Contribution of a Member, but does not include an allocation from a Reserve Account on behalf of a Member. *See also SISR 7.04.*

Contribution Declaration means a written confirmation of a Member as to the Member's qualification to make a Contribution to the Fund.

Contribution-in-Kind includes a deemed Contribution of a Member, or on behalf of a Member for purposes of SISR 7.04. The value of the Contribution shall be based on the Market Value of the deemed Contribution.

For example, Bob lends money to the SMSF and forgives the loan by way of an assignment to Jane, then the value of the discharged loan would be a Contribution-in-Kind of Jane to the Fund. Careful consideration needs to be had as to whether a Contribution-in-Kind is permitted by the Superannuation Laws.

Contribution-in-Specie includes a transfer, in whole or in part, of an Asset as a Contribution of a Member, whether made by the Member or a Contributor on behalf of a member, transfer and/or Asset acquired is permitted by the Superannuation Laws. The value of the Contribution shall be based on the Market Value of the deemed Contribution.

Contributions Cap has the meaning given in Superannuation Laws.

Contributions Reserve includes a Reserve Account in which unvested Contributions are made on behalf of a Member or a specific group of Members. Any allocation to a Contributions Reserve is required to be allocated to a Member within 28 (twenty-eight) days after the month in which the contribution is placed into the Contributions Reserve.

Contributions Splitting Notice is a Notice provided to the Trustee by a Member requesting an amount to be allocated, Rolled-over and/or transferred as a Transfer Superannuation Interest to a Member's Spouse from the Member's Superannuation Interests.

Contributor includes a Member, Member's Associates, Member's Employer and/or any other Person who makes a Contribution for or on behalf of a Member, Member's Spouse and/or Member's Dependants to the Fund, provided the terms are compliant with the Superannuation Laws.

Corporate Trustee is any Trustee of the Fund which is a constitutional corporation, including a Company constituted for the purposes of acting as a Trustee of a SMSF under the Superannuation Laws.

Court includes any properly constituted Court, tribunal or jurisdictional forum situated in Australia whether at a Federal or State level including both criminal and civil Courts, tribunals and administrative forums vested with authority to decide a matter.

CPIA means the Conditional Pension Interest Agreement, SMSF Will and/or Binding Death Benefit Nomination in which a Member settles an arrangement which prescribes the reversion of the Member's Pension Interest upon an event described by the Member to one or more Reversionary Beneficiaries on conditions and terms prescribed therein.

Custodian includes a Person or Persons which holds an Asset or Cash on behalf of the Trustee as Bare Trustee (*see also Bare Trust*).

Death Benefit includes a payment, including a Benefit-in-Specie, Benefit-in-Kind and/or distribution of Cash of a Member's Superannuation Interest, and may be as a consequence of a term of a SMSF Will, Binding Death Benefit Nomination, Deceased Member's Alternate Decision-Maker discretion, Pension Interest Agreement and/or or any other mechanism permitted by the Superannuation Laws. A valid reversion in respect to a Pension Interest Agreement is not a Death Benefit.

Death Benefit Rule is a Special Rule of the Fund settled by a Member in respect to the payment of the Member's Superannuation Interest as a Death Benefit on terms contained in a Binding Death Benefit Nomination and/or SMSF Will. The Death Benefit Rule may only be revoked on terms contained therein and shall not be invalidated or revoked by an updating of the Governing Rules by auto-upgrade or subsequent instrument updating the Governing Rules except if separately resolved and recorded in writing by Trustee and relevant Member.

Default Nominated Fund has the meaning given at Rule 15.2(c)(i), and includes any Eligible Entity which a Member may nominate for the purposes shown in such Rule.

Delivery or **delivered** includes any reasonable means of providing communication by parties on a matter, and includes, but is not limited to the provision of email (including attachments) direction, hand delivery, delivery to an address of a party, and dispatch as authorised under Division 3 of the *Electronic Transactions Act 1999 (Cth) (ETA)*.

Dependant includes a Member's Spouse, Member's Child, Person in an Interdependency Relationship with a Member, Person who is financially dependent on the Member, and any other Person the Superannuation Laws define as a Dependant of a Member.

Disbursement Powers has the meaning given in Rule 12.7.

Disqualified Person means a Member who is a Disqualified Person for purposes of section 120 of the SISA and includes a Member who:

- (a) has been convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory, or a foreign country, being an offence in respect to dishonest conduct;
- (b) is subject to a civil penalty order made in relation to the Disqualified Person, in accordance with Parts 20 or 21 of the SISA;
- (c) is insolvent or an undischarged bankrupt;
- (d) is disqualified based on a reason read at section 120(c) of the SISA; or

- (e) such other basis of disqualification imposed from time to time by the Superannuation Laws.

Earnings is the amount determined by the Trustee as Earnings of the Fund, Earnings of a specific Member Superannuation Interest or group of Members' Superannuation Interests, a Reserve Account or any other account, whatever the case may be for a period of time, and may include negative Earnings.

Effective Date means the date upon which this Deed is deemed to have taken effect, and is taken for this purpose to be the date upon which the last of the parties executes the Deed and does not include a date upon which a party later remedies a defective execution.

Eligible Entity includes any Superannuation Fund, including but not limited to a Complying SMSF, retail Superannuation Fund, wholesale Superannuation Fund, industry Superannuation Fund, Small APRA Fund, Eligible Roll-over Fund, Retirement savings account, Foreign Superannuation Fund and any and all other funds and/or arrangements which are permitted to accept a Member's Superannuation Interests in accordance with the Superannuation Laws.

Eligible Lump Sum Beneficiary means a Person who qualifies as a Dependant of a Member as the term is read in the SISA.

Eligible Pension Beneficiary means a Person who qualifies as a Death Benefits Dependant of a Member as the term is defined in the *Income Tax Assessment Act 1997 (Cth)*.

Eligible Roll-over Fund see Eligible Entity.

Employer Contribution Notification is a written notification from the Trustee as to the complying status and contact details of the Trustee.

Employer Roll-over Superannuation Interest includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a Roll-over of a Lump Sum Payment to the Fund for benefit of the Member as a consequence of the Member terminating employment with an employer.

EPOA means an Enduring Power of Attorney made in accordance with the laws of the State of residence of the Member at the date of making.

Estate includes Legal Estate.

ETA means *Electronic Transactions Act 1999 (Cth)*, and such of the following as may be applicable for the purposes: *Electronic Transactions Act 2000 (NSW)*, *Electronic Transactions (Victoria) Act 2000 (VIC)*, *Electronic Transactions (Queensland) Act 2001 (QLD)*, *Electronic Transactions Act 2000 (SA)*, *Electronic Transactions Act 2011 (WA)*, *Electronic Transactions Act 2000 (TAS)*, *Electronic Transactions Act 2001 (ACT)* and *Electronic Transactions (Northern Territory) Act (NT)*.

Excess Contribution has the meaning given in the Superannuation Laws.

Excess Contributions Tax includes an amount assessed by the Regulator for a period as being excessive in terms of Non-Concessional Contributions and/or Concessional Contributions in relation to a Member under the Superannuation Laws.

Excess Contributions Tax Release Authority is an authority issued by the Regulator under the Superannuation Laws for the payment of Excess Contributions Tax and/or Excess Non-Concessional Contributions Tax.

Excess Transfer Balance Tax has the meaning given in the Superannuation Laws.

Excluded Person means a Person, Persons or classification of Persons excluded from being considered to receive a Member's Superannuation Benefits, as determined in accordance with the Governing Rules.

Family Law Payment Splitting Notice is a notice issued to the Trustee of the Fund under the Superannuation Laws requiring the Trustee to split a Member's Superannuation Interest with the Member's Spouse or ex-Spouse.

Foreign Superannuation Fund means a Superannuation Fund that is not an Australian Superannuation Fund.

Fund means this Fund established and maintained as a Complying SMSF, which Fund may be settled by deed or other instrument having the effect of a deed, and includes a trust, fund, scheme or such other arrangement as allowed under the Superannuation Laws. Notwithstanding, the Trustee may resolve to change the Fund to a Small APRA Fund, in accordance with the Governing Rules.

Fund Assets means all money and Assets, Contributions (including Contributions-In-Kind and Contributions-In-Specie), net Earnings and such other accumulations and accretions as the Superannuation Laws allow to be held by a Complying Superannuation Fund.

Further Payment Direction is as defined at Rule 29.3(k).

Gainfully Employed means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.

General Expenses include expenses incurred by the Trustee of the Fund in relation to the day-to-day operations of the Fund, as well as those expenses the Trustee declares are General Expenses.

Governing Rules include the Governing Rules herein and include any addition, variation, change or amendment provided the addition, variation, change or amendment meets the relevant Rule requirements, and includes a Special Rule. Governing Rules also include any written or unwritten rules applied by the Trustee of the Fund in relation to the operation and management of the Fund.

Government includes the Australian Federal Government, the various State and Territory Governments of the States and Territories of Australia, Local Councils and any other legally convened Government, including, but not limited to a foreign Government.

Holding Trust means Bare Trust.

Incapacity includes Temporary Incapacity, Permanent Incapacity and Terminal Medical Condition, and such other terms of legal incapacity as the terms are read in the Superannuation Laws for the relevant purposes.

Incapacity Superannuation Benefits include those Superannuation Benefits authorised under the Superannuation Laws or the Regulator to be paid to a Member, Member's Dependents, Member's Legal Estate or other Person in the event of a Member's Incapacity.

Income Stream see definition for **Pension Interest**.

Income Year is any year commencing 1 July and ending 30 June unless otherwise allowed by the Regulator.

Ineligible Lump Sum Beneficiary means a Person who is not an Eligible Lump Sum Beneficiary.

Ineligible Pension Beneficiary means a Person who is not an Eligible Pension Beneficiary.

Initial Trustee is the first trustee or later trustees of the Fund.

Insurance Strategy includes a plan established by the Trustee of the Fund to provide insurance cover for the Trustee in the event of any Member's death, Temporary Incapacity, Permanent Incapacity or for any other reason. An Insurance Strategy forms part of the Fund's Investment Strategy.

Interdependency Relationship has the meaning given in the SISA.

Investment Powers has the meaning read at Rule 12.4.

Investment Reserve includes a Reserve which may be established by the Trustee for the purposes of smoothing investment returns amongst Member Superannuation Interests, allocating investment returns to specific Member Superannuation Interests and allocating to other Reserves of the Fund where the Superannuation Laws allow.

Investment Strategy includes a written document formulating the investment objectives, plans of investment for one or more Accounts, Reserves and/or Member Superannuation Interests. The document may include an Insurance Strategy. The Investment Strategy also should have regard to all relevant circumstances associated with the Fund including, but not limited to:

- (a) the risk involved in making, retaining and realising Fund investments. Such decisions are determined by the prospective return from the Fund's or Member's investments having regard to the investment objectives of the Fund and the expected cash flow requirements of the Trustee;
- (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments considering its expected cash flow requirements; and
- (d) the ability of the Fund to discharge its existing and future liabilities.

Legal Estate includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a trust established or created under a trust deed, Last Will, Bare Trust, Settlement Instruments, EPOA, by way of Court order or in any other way for the purpose of holding a Member's Assets, in the event that a Member lacks legal capacity or dies. Where reference is to a Member's Legal Estate, then the reference is to the Legal Personal Representative of the Member's Legal Estate howsoever constituted.

Legal Personal Representative means:

- (a) the Person, Persons, or any combination thereof, appointed as Executor of a Member's Legal Estate;
- (b) the Person, Persons, or any combination thereof, appointed as Administrator of a Member's Legal Estate;
- (c) the Person, Persons, or any combination thereof, appointed as Attorney (under a duly executed General Power of Attorney, made in accordance with the laws of the State of residence of the Member at the date of making) for a mentally competent Member;
- (d) the Person, Persons, or any combination thereof, appointed as Attorney (under a duly executed EPOA, made in accordance with the laws of the State of residence of the Member at the date of making) for a Mentally Incapacitated Member;

- (e) the Person, Persons, or any combination thereof, appointed as administrator of a Member by a Court having jurisdiction over the matter, for a Mentally Incapacitated Member;
- (f) the Person, Persons, or any combination thereof, appointed as Legal Personal Representative by or for a Member, whether as a consequence of a Nomination in a testamentary instrument or by order of a Court having jurisdiction over the matter for a Deceased Member; and
- (g) such Person, Persons, or any combination thereof, the Superannuation Laws prescribe to be a Member's Alternate Decision-Maker and includes, for purposes of Governing Rules 4, 5 and 6, the Person or Persons nominated in an Alternate Decision-Maker Nomination.

Note: An Alternate Decision-Maker Nomination does not invalidate an EPOA, order of a Court or appointment in a Last Will of a Legal Personal Representative. An Alternate Decision-Maker Nomination is an instrument which can be used by the Fund to ensure transparency and limit legal disputes over the appointment of Person or Persons acting in substitution for a Member. In effect, the Alternate Decision-Maker Nomination is a system which allows the Members to record their Nominations of Legal Personal Representative in the Fund records.

Legal Personal Representative of the Member's Estate see Legal Personal Representative.

Limited Power of Attorney means the powers read in the Governing Rules for one or more Persons to act for another Person, and does not have the scope of a General Power of Attorney or EPOA.

LRBA means a limited recourse borrowing arrangement as defined in the Superannuation Laws.

Lump Sum Payment means a payment made in Cash, Benefit-In-Kind and/or Benefit-in-Specie, whether or not paid to a Member, Member's Legal Estate or otherwise from a Member's Superannuation Interests, including but not limited to a payment following the commutation of a Pension Interest.

Mandatory Transfer Event means any one or more of the following:

- (a) a Member becoming a bankrupt person;
- (b) a Member committing fraud in his/her capacity as Trustee or Director of a corporate Trustee;
- (c) a Member being convicted of a crime, subject to imprisonment;
- (d) a member being convicted of a crime of dishonesty;
- (e) a Member acting with wanton disregard or gross negligence in any aspect of the Fund, including but not limited to refusing to comply with Special Member Conditions, Special Member Disclosure and/or otherwise compromising the Fund's Complying SMSF status, solvency or the interest of the other Members in the Fund; and
- (f) such other term as the Superannuation Laws prescribe as a condition upon which a Member must cease being a Member of a Complying SMSF;

however, the Trustee is not obligated to transfer a Member's Superannuation Interests upon the happening of a Mandatory Transfer Event, unless the Superannuation Laws otherwise require.

Market Value has the meaning read in the Superannuation Laws.

Member is a Person who has been accepted as a Member of the Fund and has accepted to act as Trustee (if constituted by Natural Persons) or Director of a

Corporate Trustee, and has complied and continues to comply with its obligations under the Governing Rules. A Member does not have to have a balance in the Member's Accumulation Account. A reference to Member includes a Member's Alternate Decision-Maker acting for a Mentally Incapacitated Member.

Member Accumulation Interest includes a Member's Superannuation Interest which is not a Member's Pension Interest.

Member Meeting is a meeting of the Members as required by the Governing Rules and the Superannuation Laws, conducted by any reasonable method (including but not limited to in person, by internet (including, but not limited to, Skype, Zoom or such other conferencing platforms available on the internet) and/or telephone) in which matters regarding the Fund are discussed.

Member Ordinary Resolution means a vote cast in favour by not less than 51% (fifty one percent) of the Member votes available to be cast in a Member Meeting.

Member Pension Interest includes a Member Superannuation Interest established by the Trustee under the Governing Rules for the purpose of paying a Pension Interest, whether the payment is commenced immediately or upon the happening of a condition at a later date. A Member Pension Interest remains in force, provided that there is an Account balance of \$1 or more. See also definition for **Pension Interest**.

Member Pension Interest Roll-back means the commutation in whole or part of a Member Pension Interest in the Fund and the subsequent transfer to a Member Accumulation Interest in the Fund.

Member Release Authority is a request howsoever given by a Member to the Trustee in respect to the release of Contributions and/or Earnings in excess of the Member's Contributions Cap, or for any other reason prescribed by the Superannuation Laws.

Member SMSF Living Will includes a formal or informal set of directions made by a Member to benefit a Member, the Member's Dependants and/or Member's Legal Estate from and/or following a Member being Mentally Incapacitated.

Member SMSF Will includes a formal set of directions made by a Member dealing with the Member's Superannuation Interests on and following the Member's death. The SMSF Will must be signed and dated by the Member and witnessed by at least ONE Natural Person who is not a Member, Member's Relative, Trustee (including Director of a Corporate Trustee) or Beneficiary nominated in the SMSF Will.

Member Special Resolution means a vote cast in favour by not less than 75% (seventy five percent) of the Member votes available to be cast in a Member Meeting.

Member's Beneficiary includes a Person nominated in a Member's SMSF Will, Binding Death Benefit Nomination, Non-Binding Death Benefit Nomination, Pension Interest Agreements, Member's Dependants and Member's Legal Estate. A Member's Beneficiary must also qualify as an Eligible Income Beneficiary and/or Eligible Lump Sum Beneficiary to receive the benefit of a nomination of the Member's Superannuation Interest, notwithstanding being named as a Member's Beneficiary.

Member's Dependant means an Eligible Income Beneficiary and/or Eligible Lump Sum Beneficiary (as applicable).

Membership Warranties has the meaning read at Rule 13.13.

Mentally Incapacitated means a state of mental health whereby a Member

lacks sufficient mental capacity to understand the nature and effect of the Member's decisions in respect to a matter.

Mentally Incapacitated Member means a Member who is suffering a legal incapacity by virtue of age, a state of mental health whereby a Member lacks sufficient mental capacity to understand the nature and effect of the Member's decisions in respect to a matter or bankruptcy.

Minor Member means a Member who is a Natural Person of less than 18 (eighteen) years of age.

Natural Person means a human being.

Nominated Beneficiary is as defined at Rule 37.4.

Nomination includes Nomination made under a Binding Death Benefit Nomination, SMSF Will, Pension Interest Agreement, or otherwise in respect to the payment of a Member's Superannuation Interests.

Nomination of Default Superannuation Fund is a written nomination by a Member of an Eligible Entity to which the Member's Superannuation Interests may be transferred by the Trustee on the happening of a Mandatory Transfer Event happening in respect to Member.

Non-Binding Death Benefit Nomination is a Nomination made by a Member in relation to the distribution of the Member's Superannuation Interests in the event of Member's death, other than a Nomination made in a Binding Death Benefit Nomination or SMSF Will.

Non-Concessional Contributions are those Contributions defined as Non-Concessional Contributions in the Superannuation Laws.

Non-Contributing Member is a Member of the Fund who is other than a Contributing Member.

Non-Lapsing Binding Death Benefit Nomination is a Binding Death Benefit Nomination which does not have a lapsing event, and continues until revoked by the Member and is subject to the Conditions of Release of Benefits and Payment Standards of the Superannuation Laws.

Notice of Payment Direction is a written direction made by a party in respect to the payment of a Member's Superannuation Interest, whether during the lifetime of the Member or after the death of the Member.

Notice of Intent to Claim or Vary a Deduction is a written direction by a party in respect to a Contribution to the Fund.

Originating Member is as defined at Rule 35.2.

Overseas Pension or Revenue Authority includes any non-Australian tax, revenue, pension, superannuation, Retirement or other Government or semi-Government authority that has powers, either directly, indirectly or by delegation in setting, maintaining or establishing rules, terms or conditions in relation to the transfer and payment of any pension, Retirement or superannuation or their equivalent benefits to this Fund including QROPS benefits.

Pay includes credit, distribute, set-off, Benefit-in-Kind, Benefit-in-Specie, or otherwise where a thing or benefit is transferred from one Person to another Person.

Payment Direction is as defined at Rule 29.1(b).

Payment Standards has the meaning given under Part 6 of the SISR.

Pension see **Pension Interest**.

Pension Interest includes a series of periodical payments made by the Trustee for the benefit of a Member and/or Member's Dependents, which may or may not be on commutable terms, may or may not have reversionary terms, may or may not have a residual capital value, and includes, but is not limited to the following:

- (a) any Pension Interest upon terms and conditions which comply with SISR 1.06(1) including the requirement that the Pension Interest cannot be added to by way of capital;
- (b) a lifetime complying pension (SISR 1.06(2));
- (c) an Accounts Based Pension;
- (d) an Allocated Pension (SISR 1.06(4));
- (e) a market-linked pension (SISR 1.06(8));
- (f) a fixed-term complying pension (SISR 1.06(7));
- (g) a non-commutable life pension (SISR Schedule 1 – Item 108);
- (h) a non-commutable Allocated Pension (SISR 6.01(2));
- (i) a Transition to Retirement Income Stream (SISR 6.01(2));
- (j) a non-commutable pension (SISR 6.01(2));
- (k) a Temporary Incapacity Pension Interest– non-commutable Income Stream (SISR 6.01(2));
- (l) an Assets Test Exempt Pension within the meaning of that term under the *Social Security Act 1991 (Cth)* including, but not limited to sections 9A, 9B and 9BA;
- (m) a Child Pension Interest;
- (n) an annuity benefit (SISR 1.05) (For clarity, annuity benefit may be read where reference to Pension Interest is given in the Governing Rules); and
- (o) any other pension or Superannuation Income Stream under the Superannuation Laws (see generally SISR 1.06).

Pension Reserve includes a Reserve established by the Trustee for the following purposes:

- (a) to pay any Pension Interest or Pension liability of the Trustee of the Fund whether by way of a payment of an amount or Asset to a Member Pension Interest or directly to a Member with a Pension Interest, such payment in satisfaction in whole or part of the Trustee's Pension Interest liabilities in respect of that Member Pension Interest;
- (b) to be used to commence a new Pension Interest where a Pension Interest Superannuation Member has commuted a Pension Interest;
- (c) to pay a Death Benefit where a Member holding a Pension Interest has died; and/or
- (d) such other payments as the Superannuation Laws allow in respect of Pension Interests.

Permanent Incapacity is any condition that the Trustee determines

amounts to Permanent Incapacity including in relation to a Member, ill-health (whether physical or mental) which the Trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, to engage in gainful employment for which the Member is reasonably qualified by education, training or experience.

Person means any Natural Person, body corporate, Government entity or other legal structure or entity of any kind.

Personal Transfer Balance Cap has the meaning given in the Superannuation Laws.

Preservation Age has the meaning given in the Superannuation Laws.

Preservation Status has the meaning given in the Superannuation Laws in respect to a Member Superannuation Interest, or part thereof.

Professional includes a Person authorised and if required licensed under the Superannuation Laws to provide advice, audit services, administration services or any other services to the Trustee of a SMSF, including a lawyer, accountant, financial planner or a SMSF Professional.

Quarantined Part means that part of a Member's Superannuation Interest which cannot be paid in a direction given in a Member's SMSF Will, Binding Death Benefit Nomination, Pension Interest Agreement and/or which has no binding payment direction by the Member in respect thereof.

Regular Release Authority is a notice howsoever given by the Regulator requiring a payment of a Member Superannuation Interest, or part thereof, including but not limited to an **Excess Contributions Tax Release Authority**.

Regulated Superannuation Fund is a Superannuation Fund, including a SMSF which has elected to become a Regulated Superannuation Fund under the Superannuation Laws.

Regulator is the Commissioner of Taxation, APRA, the Australian Securities Investment Commission or any other Governmental body that has jurisdiction for regulating the Superannuation Laws as it applies to circumstances of the Fund.

Related Party or Related Parties means a Person defined as a Related Party under the Superannuation Laws.

Relative includes, in relation to an individual, the following:

- (a) A parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted Child of that individual or of his/her Spouse; and
- (b) Spouse of an individual or of any other individual specified in the preceding subpart;

except where Relative is given a specific meaning under Rule 19.

Replacement Asset has the meaning read in the Superannuation Laws.

Reserve Account includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, an account created by the Trustee of the Fund with surplus Assets or from Earnings of the Fund. A Reserve Account may include an Anti-Detriment Reserve (*Warning: Anti-Detriment Reserve may be invalid from and following 1 July 2017*), a Contributions Reserve, a Pensions Reserve, a Self-Insurance Reserve and/or an Investment Reserve. The Reserve Account may be established for any purpose permitted by the Superannuation Laws, including but not limited to the funding of a Pension

(including a current or future Pension), to fund a Death Benefit, to fund a Lump Sum payment, to accumulate amounts from Earnings to cushion market fluctuations and assist in liquidity, and to fund Specific or General Expenses.

Reserve Benefit means benefits including Superannuation Benefits paid or payable directly by the Trustee of the Fund from a Reserve Account to a Member, former Member, their Legal Estate, a Deceased Member's Dependant or any other Person allowed under the Superannuation Laws.

Retirement and **Retired** includes where a Member who has reached Preservation Age and no longer intends to work again, and includes further:

- (a) where a Member is over Preservation Age and the Trustee is satisfied that the Member will never again be engaged in part-time or full-time gainful employment;
- (b) where a Member is over age 60 years of age and an arrangement under which the Member is Gainfully Employed has come to an end on or after that age or the Trustee is satisfied that the Member will never again be engaged in part-time or full-time gainful employment; and
- (c) such other occasion allowed under the Superannuation Laws.

Reversionary Beneficiary is a Person nominated as beneficiary of a Pension Interest on the happening of an event nominated in a Conditional Pension Interest Agreement, Auto-Reversionary Pension Interest Agreement or otherwise in respect to a Pension Interest, on the death of the Member to which the Pension Interest is payable.

Roll-back includes the transfer of part or all of a Member Pension Interest to an Accumulation Interest in the Fund established for the Roll-back Member's benefit.

Roll-over means paid as a Lump Sum Payment (other than by way of being transferred) between Superannuation Funds within the superannuation system including an Employer Roll-over Superannuation Interest where the Superannuation Laws allow.

Roll-over Superannuation Interest includes the payment of a Lump Sum Payment, a Pension Interest or any other Superannuation Benefits or Superannuation Interests between Superannuation Fund allowed under the Superannuation Laws.

RSE Licensee is a Trustee or other party that has been issued a license by the Regulator of non-SMSFs under the Superannuation Laws.

Segregation Powers has the meaning read at Rule 12.8.

Self-Insurance Reserve Account includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a Reserve Account established by the Trustee under the Governing Rules to provide Superannuation Benefits for Members in the event of their Temporary Incapacity, Permanent Incapacity or for any other reason as well as the payment of Superannuation Benefits to a Member's Dependents or the Member's Legal Estate.

Note: If the Fund did not have self-insurance implanted at 20 July 2014, the Fund cannot offer self-insurance unless the Superannuation Laws allow.

Self-Managed Superannuation Fund and **SMSF** is a Superannuation Fund which meets all of the terms and conditions of a Self-Managed Superannuation Fund as the term is defined under the Superannuation Laws.

Settlement Instruments means the contract, agreement, deed and/or

minutes which settle an arrangement, obligation or show the commitment of parties to a thing, matter or act.

Severe Financial Hardship is financial hardship that the Trustee is of the opinion is severe and includes conditions as described under the Superannuation Laws for Severe Financial Hardship.

Signed or Signature means the giving of a person's intention in respect to information communicated by any reasonable means, including a mark, wet mark or by electronic communication (including digital signature) as described in section 10 of the ETA.

Single Acquirable Asset has the meaning given in the Superannuation Laws.

SISA is the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

SISR is the *Superannuation Industry (Supervision) Regulations 1994 (Cth)*.

SMSF Adviser is a Person who is recognised by a Professional association, educational institution or the Regulator as a specialist in providing advice to Trustees or other Professionals on the Superannuation Laws as they apply to a SMSF.

SMSF Contractor may be, but does not necessarily have to be, a Member of the Fund, and includes a Person who performs services for the Fund which are other than services in respect to acting as a Trustee or Director of a Corporate Trustee, and on arm's length and commercial terms.

SMSF Living Will see **Member SMSF Living Will**.

SMSF Will see **Member SMSF Will**.

Special Member Disclosure has the meaning shown at Rule 13.10.

Special Membership Conditions has the meaning shown at Rule 13.11.

Special Rule means:

- (a) a term or circumstance referred to in the Governing Rules (included in this Deed or in any further amendments or variations to the Governing Rules from time to time) as a Special Rule, which term or circumstance is deemed irrevocable, unless a written declaration striking or amending the term is made by the Trustee;
- (b) a term of administration or dealing in respect to any aspect of the Fund determined by the Trustee to be irrevocable, unless a written declaration striking or amending the term is made by the Trustee;
- (c) a Binding Death Benefit Nomination, SMSF Will, Alternate Decision-Maker Nomination settled by a Member in accordance with the Governing Rules, which is irrevocable except on the terms thereof, unless a written declaration striking or amending the Nomination is made by the Member;
- (d) a limitation of membership, segregation of an Asset, or other specific term under which the Trustee undertook or seeks to undertake a dealing resulting in concessional treatment under any State Duties Act which term is deemed irrevocable, unless a written declaration striking or amending the term is made by the Trustee and any relevant Members to which the benefit of the concessional treatment may apply (if any); and
- (e) such other term, Nomination or limitation deemed by the Trustee or Member as a Special Rule howsoever recorded.

For clarity, a Special Rule is not modified by an update, auto-upgrade or variation of the Governing Rules, unless the Specific Rule is specifically referred with particularity in such update, auto-upgrade or variation.

Specific Expenses means expenses incurred by the Trustee of the Fund that the Trustee is of the view relate directly to a Member Superannuation Interest, as well as those expenses the Trustee declares to be a Specific Expense.

Spouse has the meaning read at section 90MD of the *Family Law Act 1975 (Cth)*.

Successor Reversionary Beneficiary is as defined at Rule 35.3(c).

Superannuation Benefit includes a payment, the transfer of an Asset or a Payment-in-Kind, whether by way of a Lump Sum Payment or a Pension Interest from the Fund to a Member, Member's Dependant, Member's Beneficiary, Member's Legal Estate and/or other Person(s) authorised under the Superannuation Laws allow.

Superannuation Fund includes a provident, Retirement, welfare or benefit fund both within and outside Australia and for the sake of removing any doubt - the Fund.

Superannuation Interest is any interest in a Superannuation Fund created under the Superannuation Laws and the Governing Rules including but not limited to a Member Accumulation Interest, a Member Pension Interest and a Reserve Account.

Superannuation Interest Entitlement is the amount determined by the Trustee, at any particular time that is the amount, which if paid in either Cash or Assets of the Fund, would discharge the Trustee's liability in relation to the particular Superannuation Interest.

Superannuation Laws mean the *Commonwealth of Australia Constitution Act 1900*, *Superannuation Industry (Supervision) Act 1993 (Cth)*, *Income Tax Assessment Act 1936 (Cth)*, *Income Tax Assessment Act 1997 (Cth)*, *Corporations Act 2001 (Cth)*, *Social Security Act 1991 (Cth)*, *Veterans' Entitlements Act 1986 (Cth)*, *Family Law Act 1975 (Cth)*, *Bankruptcy Act 1966 (Cth)*, *Superannuation (Departing Australia Superannuation Payments Tax) Act 2007 (Cth)*, *Superannuation (Excess Non-Concessional Contributions Tax) Act 2007 (Cth)* any applicable Trustee Law, and any other regulation, law or direction prescribed by the Regulator, Commonwealth or State Governments dealing with rights and obligations in respect to the operation of a complying Superannuation Fund and the holding of a Superannuation Interest in a complying Superannuation Fund.

Suspended Interest is as defined at Rule 6.5(a).

Tax Adjustment Payment is where the Trustee declares that, as a consequence of the use by the Fund or a Superannuation Interest (**User**) of a tax benefit including, but not limited to a franking credit, foreign tax credit, capital loss, income tax loss (as those terms are commonly known) or any other tax benefit sourced from a particular Superannuation Interest (**Supplier**), the Trustee is of the opinion that the User of the tax benefit should make a Tax Adjustment Payment to the Supplier of the tax benefit for the period of the benefit.

Tax-Free Component is that part of a Superannuation Benefit that is a tax-free component as determined under the Superannuation Laws.

Taxable Component is that part of a Superannuation Benefit that is not a Tax-Free Component, and includes elements Taxed and untaxed.

Taxes include any impost assessed by a Government to the Trustee of the Fund.

Temporary Incapacity is, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, any condition that the Trustee determines to be Temporary Incapacity for the purpose of these Governing Rules and includes where a Member has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed) due to ill-health (whether physical or mental) which causes the Member to cease to be Gainfully Employed but does not extend to Permanent Incapacity.

Temporary Incapacity Pension Interest is a Pension Interest payable by the Trustee of the Fund under the Superannuation Laws for a Member that is Temporarily Incapacitated and includes a Pension Interest that:

- (a) cannot be commuted or turned into a Lump Sum Payment;
- (b) is paid at least monthly;
- (c) does not have a residual capital value; and
- (d) is such that the total amount paid each month is fixed or may be indexed provided that the indexation component, during any 12 month period, does not exceed the greater of 5% (five percent) per annum or the Consumer Price Index for the previous 12 months.

Terminal Medical Condition includes where:

- (a) two registered medical practitioners have certified, jointly or separately, that the Person suffers from an illness, or has incurred an injury, that is likely to result in the death of the Member within a period (the certification period) that ends not more than 24 months after the date of the certification;
- (b) at least one of the registered medical practitioners is a specialist practicing in an area related to the illness or injury suffered by the person; and
- (c) for each of the certificates, the certification period has not ended.

Termination Notice is as defined at Rule 15.2(b).

Terminating Member is as defined at Rule 15.2.

Total Superannuation Interest means the total value of the Superannuation Interests of all Members in the Fund, but does not include Reserve Account Balances.

Transfer Balance Accounts has the meaning given in the Superannuation Laws.

Transfer Balance Cap has the meaning given in the Superannuation Laws.

Transfer Superannuation Interest includes the transfer of part or all of one or more of a Member's Superannuation Interests from a Superannuation Fund (including a Foreign Superannuation Fund and the Fund itself) to a Superannuation Interest of a Member, the Member's Spouse, other Member of the Fund, or another Eligible Entity.

Transition to Retirement Income Stream means a Pension Interest that meets the terms and conditions of a Transition to Retirement Income Stream, non-commutable Allocated Pension or non-commutable pension, as the terms are interpreted in the Superannuation Laws.

Trustee is the Trustee of the Fund howsoever constituted.

Trustee Law means whichever of the *Trustee Act 1925 (NSW)*, *Trustee Act 1958 (Vic)*, *Trustee Act 1936 (SA)*, *Trustees Act 1962 (WA)*, *Trusts Act 1973 (QLD)*, *Trustee Act 1898 (Tas)*, *Trustee Act 1925 (ACT)* and the *Trustee Act 1907 (NT)* applies, and any other Commonwealth, State or Territory legislation that relates to the duties, role and Investment Powers of a Trustee of a trust including a trust that is a SMSF or Superannuation Fund.

Trustee Ordinary Resolution means a vote cast in favour by not less than 51% (fifty one percent) of the votes available to be cast in a Trustee Meeting. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Trustee Meeting is a meeting of the Trustee(s) (if there be more than one) as required by the Governing Rules and the Superannuation Laws, conducted by any reasonable method (including but not limited to in person, by internet (including, but not limited to, Skype, Zoom or such other conferencing platforms available on the internet) and/or telephone) in which matters regarding the Fund are discussed. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Trustee Special Resolution means a vote cast in favour by not less than 75% (seventy five percent) of the votes available to be cast in a Trustee Meeting. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Value of the Assets of the Fund is the Value of the Assets of the Fund as determined by the Trustee of the Fund, subject to the Superannuation Laws, Audit Standards and any direction by the Regulator, which may include the Asset's historical cost, the replacement cost of the Asset, the Market Value of the Asset as at last accounting balance date or the current Market Value of the Asset. The Trustee may change valuation principles applicable to different Assets of the Fund unless the Superannuation Laws provide otherwise.

Value of the Member's Superannuation Interest is the value the Trustee determines in respect of a Member Superannuation Accumulation Interest and/or Member Pension Interest Superannuation Interest. If there is no value ascribed, then the Value of the Member's Superannuation Interest at the time of the last audit of the Fund, plus any additions made to the Superannuation Interest, less any deductions to the Superannuation Interest up to the time of the determined Value of the Member's Superannuation Interest. However, where the Superannuation Laws require a specified valuation or provide a formula the Trustee is to apply that valuation or formula to the calculation of the value of a Member's Superannuation Interest.

Written or Writing includes a delivery of information by any reasonable means, and expressly includes a writing as defined under section 9 of the ETA, which expression is adopted as authority for the Member, Trustee, SMSF Advisers and parties dealing with the Fund to conduct matters by any reasonable means, including but not limited to electronic transactions and the storage of such records by any means available for electronic communications. □

TABLE OF ANNEXURES	
Annexure	Form Name
A	ALTERNATE DECISION-MAKER NOMINATION FORM
<p>The ALTERNATE DECISION-MAKER NOMINATION FORM is referred to at Rule 6 of the Governing Rules. This Form may be used by Members to register their preferred person to act for a period of time, if they lack Mental Capacity, or if they die.</p> <p><i>Note: This Nomination should be made in conjunction with the Member's Estate Planning.</i></p>	
B	APPLICATION FOR MEMBERSHIP FORM
<p>The APPLICATION FOR MEMBERSHIP FORM is referred to in Part Three of the Governing Rules. This Application may be required by the Trustee to be completed for any new Members of the Fund.</p>	
C	DEATH BENEFIT NOMINATION FORM
<p>A DEATH BENEFIT NOMINATION FORM is referred to at Parts 9 and 10 of the Governing Rules.</p> <p><i>Note: A Pension Interest Agreement and SMSF Will take precedence to a Binding Death Benefit Nomination. A Binding Death Benefit Nomination takes precedence over a Non-Binding Death Benefit Nomination.</i></p>	

**ALTERNATE DECISION-MAKER NOMINATION FORM
AC< SUPERANNUATION FUND**

INSTRUCTIONS

In **Section Two**, you may nominate one or more persons to act as your Alternate Decision-Maker **during your lifetime**. Please read **Parts 2, 9 and 10** of the Governing Rules before completing this Section Two. The nominations in Section One should match your Enduring Power of Attorney. Whilst it is best to attach a copy of your Enduring Power of Attorney, this Form does not require you to do so.

You may nominate one or more persons to act together; however, please identify whether two or more persons act jointly (meaning all must agree) or by majority resolution (meaning the group of persons act jointly and resolve matters by a decision of the majority).

You may also wish to nominate one person or group of persons to act on a certain condition, but if the condition fails – then you nominate alternate persons. Please complete Table 1(A), 1(B) and (C).

In **Section Three**, you may nominate an Alternate Decision-Maker to act for you **upon your death**. This is a powerful position. This nomination should match any nomination you have made in your Will. As with Section Two, you can nominate one or more persons to act as your Alternate Decision-Maker upon your death.

Once completed, please return to the Trustee.

SECTION ONE: ABOUT THE MEMBER

Member Name:	Pui LING CHIN
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In making this Alternate Decision-Maker Nomination, I, the above-named Member, confirm that I have read and considered the Instructions and have had the opportunity to obtain legal, financial and accounting advice before executing the Nomination.

SECTION TWO: NOMINATION OF ALTERNATE DECISION-MAKER DURING THE MEMBER'S LIFETIME

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the *Superannuation Industry (Supervision) Act 1993 (SISA)* and Parts 2, 9 and 10 of the Governing Rules of the Fund during my lifetime on the terms shown:

- I appoint the person(s) shown in Column 1 of Table 1(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(A).
- If the Event shown at Table 1(B) occurs, then I appoint the person(s) shown in Column 1 of Table 1(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(C).
- If I strike through Table 1(B) and 1(C), I intend only to appoint the person(s) shown in Table 1(A).

**TABLE 1(A)
PRIMARY NOMINATION**

Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
LEE CHOO TAN	48 ROSTREVENOR PARADE MONT ALBERT N, VIC 3129	<u>Solely</u> Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority

		Resolution/Other
TABLE 1(B) TERMINATION EVENT		

(Please explain under what circumstances the Nomination at Table 1(A) would fail.)

*IN THE EVENT OF MENTALLY INCAPABLE OF
MAKING DECISIONS OR UPON DEATH*

TABLE 1(C) ALTERNATE NOMINATION		
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Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
<i>RACHEL YUE HENG CHIN</i>	<i>48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129</i>	<i>1/3</i> Solely/Jointly/By <u>Majority</u> Resolution/Other
<i>ESTHER YUE XIN CHIN</i>	<i>5/82 VICTORIA CRESCENT MONT ALBERT, VIC 3127</i>	<i>1/3</i> Solely/Jointly/By <u>Majority</u> Resolution/Other
<i>SAMUEL QI YI CHIN</i>	<i>48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129</i>	<i>1/3</i> Solely/Jointly/By <u>Majority</u> Resolution/Other

I direct that the Nominations made at this Section Two will apply:

- during my lifetime while I have Mental Capacity, for the following period of time: _____
- during my lifetime while I am a Mentally Incapacitated Person, but not if I have Mental Capacity
- irrespective of my Mental Capacity (i.e. the Alternate Decision-Maker/s will act both if I have Mental Capacity and if I am a Mentally Incapacitated Person)

I acknowledge that the above Nomination shown in Tables 1(A) and 1(C) grants to the Person(s) shown in the Tables the power to make decisions during my lifetime in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund.

I confirm that I have also made an Enduring Power of Attorney with the above Nomination, and that the Trustee may request a copy of the Enduring Power of Attorney to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Enduring Power of Attorney in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Enduring Power of Attorney on the determination by a medical practitioner that I am a Mentally Incapacitated Person).

I understand that if I change my Enduring Power of Attorney I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Enduring Power of Attorney, and as shown above.

SECTION THREE: NOMINATION OF ALTERNATE DECISION-MAKER ON DEATH OF MEMBER

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the SISA and Parts 2, 9 and 10 of the Governing Rules of the Fund, on and from my death:

- I appoint the person(s) shown in Column 1 of Table 2(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(A).

- If the Event shown at Table 2(B) occurs, then I appoint the person(s) shown in Column 1 of Table 2(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(C).
- If I strike through Table 2(B) and 2(C), I intend only to appoint the person(s) shown in Table 1(A).

TABLE 2(A) PRIMARY NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
LEE CHOO TAN	48 ROSTREYOR PARADE MONT ALBERT N, VIC 3129	Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

**TABLE 2(B)
TERMINATION EVENT**

(Please explain under what circumstances the Nomination at Table 2(A) would fail.)

*IN THE EVENT OF MENTALLY INCAPABLE OF
MAKING DECISIONS OR UPON DEATH*


TABLE 2(C) ALTERNATE NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
RACHEL YUE HENG CHIN	48 ROSTREYOR PARADE MONT ALBERT N, VIC 3129	1/3 Solely/Jointly/By Majority Resolution/Other
ESTHER YUE XIN CHIN	5/82 VICTORIA CRESCENT MONT ALBERT, VIC 3127	1/3 Solely/Jointly/By Majority Resolution/Other
SAMUEL QI YI CHIN	48 ROSTREYOR PARADE MONT ALBERT N, VIC 3129	1/3 Solely/Jointly/By Majority Resolution/Other

I acknowledge that the above Nomination shown in Tables 2(A) and 2(C) grants to the Person(s) shown in the Tables, the power to make decisions in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund if I die.

I confirm that I have also made a Last Will with the above Nominations as Executors of my deceased estate, and that the Trustee may request a copy of the Last Will to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Last Will in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Last Will on my death).

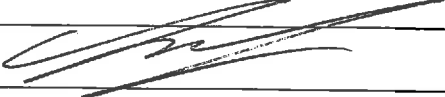
I understand that if I change my Last Will, I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Last Will, and as shown above.

Member Signature: 

SECTION FOUR: WITNESS/CONFIRMATION

I confirm, by the execution of this Alternate Decision-Maker Nomination, that the Member shown in Section One read and executed Sections Two and Three of the Nomination and that I have independently verified the identity of the Member by way of inspection.

Witness Signature:	
Witness Full Name:	CHIN YUN HE
Address:	TRIDENT FINANCIAL GROUP ABN 13 798 409 036
Telephone Number:	Business Advisory Tax Advisory Financial Planning LEVEL 1/21 SHIERLAW AVENUE CANTERBURY VIC 3126 TEL (03) 9899 4036
Date:	www.tridentfinancial.com.au 01 - 08 - 2017

**APPLICATION FOR MEMBERSHIP FORM
AC< SUPERANNUATION FUND**

Member Name:	PUI LING CHIN		
Tax File Number:		Date of birth:	3-9-1954
Address:	48 RESTREVEOR PARADE MONT ALBERT NORTH, VIC 3129		

1. I apply for membership in the Fund.
2. I am not bankrupt, and I agree to act as a natural person trustee, or as a director of a corporate trustee, and in this capacity to act in accordance with the terms of the Governing Rules of the Fund, Special Rules of the Fund and the Superannuation Laws.
3. I have had the opportunity to read and consider the Governing Rules.
4. I have also had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
5. I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
6. I understand that I may only contribute to the Fund if I am eligible under the Superannuation Laws to do so, and this includes any contributions made by other parties on my behalf.
7. I understand that membership in a SMSF carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risk, and such other risks which follow the nature of a SMSF arrangement.
8. I acknowledge the Trustee is not and will not be liable for any loss suffered as a result of transactions being delayed or frozen.
9. I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
10. I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
11. I acknowledge the Trustee may collect my personal identification documents (as shown in Section Two) and Tax File Number (TFN), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (Privacy Legislation) and will only be used for legal purposes (such as identifying and locating my Superannuation Interests, and calculating tax on any eligible termination payment I may be entitled to receive).
12. I agree to provide the Trustee with my TFN. I authorise the Trustee to provide my TFN to any other Superannuation Fund in which my Superannuation Interest may be transferred to and/or to the ATO.
13. I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any Privacy Legislation.
14. I understand that if I become a bankrupt person or subject to a Mandatory Transfer Event, the Trustee may, but is not required unless the Superannuation Laws prescribed, Roll-over my Superannuation Interests to any other Eligible Entity. If I have made a Default Superannuation Fund Nomination, then the Trustee will have regard to such nominations. I also understand that the Trustee may not seek my consent in rolling over my Superannuation Interests in the event I am bankrupt or subject to a Mandatory Transfer Event.
15. I understand if I can make a Binding Death Benefit Nomination and/or SMSF Will, the nomination may not be effected if I have nominated a person who is not eligible to receive the benefit under the Superannuation Laws, if I have made direction in respect to an Asset of the Fund which is not quarantined to my Superannuation Interest and/or I make a direction which threatens the solvency and/or SMSF Complying status of the Fund.
16. I understand that it is best practice to disclose my Binding Death Benefit Nomination and/or SMSF Will to the Trustee and for the Trustee to obtain legal, financial and/or accounting advice to ascertain if the nomination is lawful. I understand that the Trustee has no obligation to obtain advice before receiving my Binding Death Benefit Nomination and/or SMSF Will, and it is therefore important that I obtain independent advice and consult with the Trustee.

17. I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

Member Signature:	<i>[Handwritten Signature]</i>
Date:	02-08-2017

**DEATH BENEFIT NOMINATION FORM
AC< SUPERANNUATION FUND**

INSTRUCTIONS

- In **Section One**, please complete your details.
- In **Section Two**, select the appropriate options at each of items (a) and (b). Please note that, if either or both of the items marked with an * are selected, your execution of the Form is required to be witnessed at least ONE independent adult witnesses who is other than a Member of the Fund or a beneficiary nominated in this Form.
- In **Section Three**, please identify how you require your benefits to be paid in the event of your death. Eligible Primary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
- In **Section Four**, please identify how you require your benefits to be paid in the event of your death. Eligible Secondary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
- In **Section Five**, please read the statements contained and, if satisfied, complete your name, signature and the date. In the event you have selected at Section Two that the Nomination is either non-lapsing or binding (or both), please sign this document in the presence of at least **ONE** (1) independent adult witnesses who is other than a Member of the Fund, a Member's Relative, a Trustee of the Fund (including directors of a corporate trustee) and/or or a beneficiary nominated in this Form.
- Your witnesses will also need to complete **Section Six**.
- Once completed, forward the Form to the Trustee of the Fund.

It is highly recommended that the Member submit to the Trustee an Alternate Decision-Maker Nomination at the same time as completing the Death Benefit Nomination Form.

SECTION ONE: ABOUT THE MEMBER

Member Name:	PUI LING CHIN
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SECTION TWO: NOMINATION OPTIONS

- (a) The Nomination made in this Form is:
- *binding on the Trustee of the Fund; or
- **non-binding.

***In the event that you have selected non-binding at Section Two(a), this Nomination is not binding on your Alternate Decision-Maker when deciding how your Superannuation Interests should be paid. If you make a non-binding direction, your Alternate Decision-Maker will be vested with authority to select your nominated beneficiaries subject to the Governing Rules (see Parts 2, 9 and 10 of the Governing Rules).*

- (b) The Nomination made in this Form is also:
- *non-lapsing; or
- ***lapsing, and expires after:
- a period of 3 (three) years
- other: _____
- _____
- _____

****In the event that you have selected lapsing at Section Two(b), this Nomination will expire after the period indicated by you. Following expiration of the period indicated, you must make a new Nomination (failing which, no Nomination is recorded for consideration by the Trustee).*

**SECTION THREE: NOMINATION OF PRIMARY BENEFICIARY(IES) OF
SUPERANNUATION INTERESTS**

In the event of my death, I nominate the following (each being either my Legal Personal Representative and/or a Dependant of me) to be paid my Superannuation Interests in the Fund (excepting any part which is dealt with in accordance with a valid reversionary term of one or more Pension Interest Agreements):

OPTION ONE (if you wish 100% of your Superannuation Interests to pass to your Estate):

- Please pay my Superannuation Interests held in the Fund to the Legal Personal Representative of my Estate.

OPTION TWO (if you wish less than 100% (or no part) of your Superannuation Interests to pass to your Estate):

- Please pay my Superannuation Interests held in the Fund (excepting any part of my Superannuation Interests which are subject to a **valid** Auto-Reversionary Pension Interest Agreement or Conditional Pension Interest Agreement) as shown in Table 1. Complete Table 1 by:

- Entering the full name and address of the Primary Beneficiary at Table 1 Column A.
- Entering the relationship of the Primary Beneficiary to you at Table 1 Column B.
- If there is only one Primary Beneficiary, enter 100% in the corresponding Table 1 Column C. If there is more than one Primary Beneficiary, then the total of the percentages at Table 1 Column C must add up to 100%.
- Enter how you approve the benefit to be paid to the Primary Beneficiary in Column D. If you wish the benefit to be paid as a Pension, mark (P). If you wish the benefit to be paid as a Lump Sum, mark (LS). If you allow the Primary Beneficiary to nominate his/her own preference, then mark (PBP).
- If you wish to nominate additional Primary Beneficiaries, please note that you are expanding this Section Three, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- *Note: if you wish to pay any part of the benefit to the Legal Personal Representative of your Estate, then please insert "Legal Personal Representative of my Estate" at Table 1 Column A, enter nothing under Table 1 Column B, and record the percentage at Table 1 Column C.*

Table 1			
Column A	Column B	Column C	Column D
Primary Beneficiary Name and Address:	Relationship:	% of Benefit:	As a Pension (P), Lump Sum Payment (LSP) or Primary Beneficiary discretion (PBD)?
LEE CHOO TAN 48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129	WIFE	25	PBD
RACHEL YUE HENG CHIN 48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129	DAUGHTER	25	PBD
ESTHER YUE XIN CHIN 5/32 VICTORIA CRESCENT MONT ALBERT, VIC 3127	DAUGHTER	25	PBD
SAMUEL QI YI CHIN 48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129	SON	25	PBD

Total of Column C (must equal 100%, or the Nomination is invalid)		100 %	

SECTION FOUR: NOMINATION OF SECONDARY BENEFICIARY(IES) OF SUPERANNUATION INTERESTS

If you wish to nominate an alternate Person/s (**Secondary Beneficiary** or **Secondary Beneficiaries**) to take if a person nominated at Table 1 (**Primary Beneficiary**) fails to survive you, then please do so by:

- Entering the full name of the Primary Beneficiary at Table 2 Column A.
- Entering the full name, address and relationship to you of the Secondary Beneficiary or Secondary Beneficiaries at Table 2 Column B.
- If there is only one Secondary Beneficiary for a Primary Beneficiary, then enter 100% in the corresponding Column C. If there are more than one Secondary Beneficiaries for a Primary Beneficiary, then ensure the total of the Secondary Beneficiaries provisions add up to 100%. *(Note: The interest divided here is only the interest which the Primary Beneficiary was entitled to as a consequence of the provision at Section Three.)*
- If there is only one Secondary Beneficiary for a Primary Beneficiary, then enter 100% in the corresponding Column C. If there are more than one Secondary Beneficiaries for a Primary Beneficiary, then ensure the total of the Secondary Beneficiaries provisions add to 100% if Tenants in Common. *(Note: The interest divided here is only the interest which the Primary Beneficiary was entitled to as a consequence of the provision at Section Three.)* If there is more than one Secondary Beneficiary and the interest is to make the benefit a joint Asset of them, then no percentage needs to be detailed.
- The below table allows three Secondary Beneficiaries entries beside each Primary Beneficiary. If there are more Secondary Beneficiaries nominated to any Primary Beneficiary, please note that you are expanding this Section Four, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- Enter how you approve the benefit to be paid to the Secondary Beneficiary in Colum D. If you wish the benefit to be paid as a Pension, mark (**P**). If you wish the benefit to be paid as a Lump Sum, mark (**LS**). If you allow the Secondary Beneficiary to nominate his/her own preference, then mark (**SBP**).

Table 2			
Column A	Column B	Column C	Column D
Full name of Primary Beneficiary	Full name and addresses of Secondary Beneficiaries, and relationship to you	Joint Tenants (<i>Individual percentage not required</i>), or Tenants in Common (<i>include percentages of each individual Secondary Beneficiary</i>).	As a Pension (P), Lump Sum (LS), or Secondary Beneficiary discretion (SBP)?
1			

2			

SECTION FIVE: MEMBER DECLARATION

I confirm:

1. In the event I have not answered Section Two(b), this Nomination is deemed to be a **lapsing nomination**, and expires after a period of 3 (three) years or as otherwise shown.
2. In the event I have not answered Section Two(a), this Nomination is deemed to be a **non-binding nomination**.
3. If this is a **non-binding nomination**, I understand that my Alternate Decision-Maker will determine in its discretion who receives my Superannuation Interests (excepting that part which is supporting a valid Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term.)
4. If this is a lapsing nomination, I acknowledge that this nomination is valid until the event indicated in Section Two(b) and acknowledge that it is my responsibility to provide the Trustee with a new Death Benefit Nomination Form prior to expiry of the existing nomination.
5. I acknowledge that, in the event this Death Benefit Nomination Form lapses, is revoked or ceases to be valid at the date of my death, and a new Nomination has not been made by me and accepted by the Trustee, then the payment of my Superannuation Interests will be made at my Alternate Decision-Maker's discretion.
6. I understand that if I my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, then provided the reversionary terms are valid and effective on my death, then that part of my Superannuation Interests will not be dealt with under this Section Three.
7. I understand that if my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, and the reversionary terms are not valid and effective on my death, then that part of my Superannuation Interests will be included in the distribution made under this Binding Death Benefit Nomination.
8. I understand that, if I make this a **binding nomination**, any existing Binding Death Benefit Nomination Form or SMSF Will will be revoked and replaced.
9. I confirm that the beneficiaries nominated are a Dependant of me in accordance with the *Superannuation Industry (Supervision) Act 1993 (Cth)*, or my Legal Personal Representative.
10. I understand I should review my Death Benefit Nomination Form regularly, especially when my circumstances change (e.g. marriage, having children or any other life changing event), to ensure my nomination is always up to date.
11. I have had the opportunity to read Parts 9, 10 and 11 of the Governing Rules, and have had the opportunity to seek legal, financial and accounting advice before making this nomination.
12. I declare that the information I have provided to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I request that the Trustee accept my nomination listed above.

Member Signature: _____



Date:	2-8-2017
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SECTION SIX: WITNESS DECLARATION
(NOTE: Only ONE witness is required, but TWO witnesses are recommended.)

I declare: • I am over 18 (eighteen) years of age; • I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and • This Form was signed and dated by the Member in my presence.	I declare: • I am over 18 (eighteen) years of age; • I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and • This Form was signed and dated by the Member in my presence.
Witness 1 Full Name: <i>Chin He</i>	Witness 2 Full Name:
Witness 1 Signature: <i>[Signature]</i>	Witness 2 Signature: <i>JiaJun Zhu</i>
Witness 1 Address: TRIDENT FINANCIAL GROUP ABN 13 796 469 638 Business Advisory Tax Advisory Financial Planning LEVEL 1/21 SHIERLAW AVENUE CANTERBURY VIC 3126 TEL (03) 9899 4036 www.tridentfinancial.com.au	Witness 2 Address: TRIDENT FINANCIAL GROUP ABN 13 796 469 638 Business Advisory Tax Advisory Financial Planning LEVEL 1/21 SHIERLAW AVENUE CANTERBURY VIC 3126 TEL (03) 9899 4036 www.tridentfinancial.com.au
Date: <i>2/8/17</i>	Date: <i>2/8/2017</i>

DEFINITIONS

Binding means that, provided that no event has occurred that would invalidate the Nomination (such as the death of the Beneficiaries nominated, or the Beneficiaries nominated no longer being the Member's Legal Personal Representative or Dependant), the Trustee and Member's Alternate Decision-Maker are bound to pay the Member's Superannuation Interests (other than any interests supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a valid reversionary term) to the Beneficiaries nominated in the proportions nominated.

Dependant includes the Member's legal or de facto Spouse, Member's Children (including step Children and adult Children), a Person in an Interdependency Relationship with a Member, a Person who is wholly or partially financially dependent on the Member, and any other Person the Superannuation Laws define as a Dependant of a Member. Note, only a Dependant as the term is defined in the *Income Tax Assessment Act 1997 (ITAA97)* is eligible to receive a Pension Interest from a Deceased Member.

Interdependency Relationship means the Person and the Member live together and have a close personal relationship and one or both of the parties provide the other with financial support and domestic support and personal care.

Lapsing means that the Nomination contained in the Death Benefit Nomination Form applies only for a set period of time, which shall expire upon the event/s indicated at Section Two(b) occurring.

Member means the person named at Section One.

Non-binding means that the Trustee and Alternate Decision-Maker may consider the Nomination made in the Death Benefit Nomination Form, but is not bound to pay the Member's Superannuation Interests in accordance with the Nomination made by the Member.

Non-lapsing means that the Nomination contained in the Death Benefit Nomination Form applies in perpetuity unless revoked by the Member by notice in writing to the Trustee, or until the Nomination is revoked by a new Death Benefit Nomination Form being submitted to and accepted by the Trustee.

Legal Personal Representative means the Person or Persons appointed on or following the Member's death as the Executor or Administrator of the Member's Estate.

**ALTERNATE DECISION-MAKER NOMINATION FORM
AC< SUPERANNUATION FUND**

INSTRUCTIONS

In **Section Two**, you may nominate one or more persons to act as your Alternate Decision-Maker **during your lifetime**. Please read **Parts 2, 9 and 10** of the Governing Rules before completing this Section Two. The nominations in Section One should match your Enduring Power of Attorney. Whilst it is best to attach a copy of your Enduring Power of Attorney, this Form does not require you to do so.

You may nominate one or more persons to act together; however, please identify whether two or more persons act jointly (meaning all must agree) or by majority resolution (meaning the group of persons act jointly and resolve matters by a decision of the majority).

You may also wish to nominate one person or group of persons to act on a certain condition, but if the condition fails – then you nominate alternate persons. Please complete Table 1(A), 1(B) and (C).

In **Section Three**, you may nominate an Alternate Decision-Maker to act for you **upon your death**. This is a powerful position. This nomination should match any nomination you have made in your Will. As with Section Two, you can nominate one or more persons to act as your Alternate Decision-Maker upon your death.

Once completed, please return to the Trustee.

SECTION ONE: ABOUT THE MEMBER

Member Name:	LEE CHOO TAN
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In making this Alternate Decision-Maker Nomination, I, the above-named Member, confirm that I have read and considered the Instructions and have had the opportunity to obtain legal, financial and accounting advice before executing the Nomination.

SECTION TWO: NOMINATION OF ALTERNATE DECISION-MAKER DURING THE MEMBER'S LIFETIME

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the *Superannuation Industry (Supervision) Act 1993 (SISA)* and Parts 2, 9 and 10 of the Governing Rules of the Fund during my lifetime on the terms shown:

- I appoint the person(s) shown in Column 1 of Table 1(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(A).
- If the Event shown at Table 1(B) occurs, then I appoint the person(s) shown in Column 1 of Table 1(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(C).
- If I strike through Table 1(B) and 1(C), I intend only to appoint the person(s) shown in Table 1(A).

**TABLE 1(A)
PRIMARY NOMINATION**

Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
PUI LING CHIN	48 ROSTREVOR PARADE MONTALBERT NT, VIC 3129	<input checked="" type="radio"/> Solely/ <input type="radio"/> Jointly/ <input type="radio"/> By Majority Resolution/ <input type="radio"/> Other
		<input type="radio"/> Solely/ <input type="radio"/> Jointly/ <input type="radio"/> By Majority Resolution/ <input type="radio"/> Other
		<input type="radio"/> Solely/ <input type="radio"/> Jointly/ <input type="radio"/> By Majority

		Resolution/Other
TABLE 1(B) TERMINATION EVENT		
(Please explain under what circumstances the Nomination at Table 1(A) would fail.) <i>IN THE EVENT OF MENTALLY INCAPABLE OF MAKING DECISIONS.</i>		
TABLE 1(C) ALTERNATE NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
<i>RACHEL YUE-HENG CHIN</i>	<i>48 ROSTREVOR PDE MONT ALBERT NTH, VIC 3129</i>	Solely/ Jointly /By Majority Resolution/Other
<i>ESTHER YUE XIN CHIN</i>	<i>5/82 VICTORIA CRESCENT MONT ALBERT, VIC 3127</i>	Solely/ Jointly /By Majority Resolution/Other
<i>SAMUEL QI YI CHIN</i>	<i>48 ROSTREVOR PDE MONT ALBERT NTH VIC 3129</i>	Solely/ Jointly /By Majority Resolution/Other

I direct that the Nominations made at this Section Two will apply:

- during my lifetime while I have Mental Capacity, for the following period of time: _____
- during my lifetime while I am a Mentally Incapacitated Person, but not if I have Mental Capacity
- irrespective of my Mental Capacity (i.e. the Alternate Decision-Maker/s will act both if I have Mental Capacity and if I am a Mentally Incapacitated Person)

I acknowledge that the above Nomination shown in Tables 1(A) and 1(C) grants to the Person(s) shown in the Tables the power to make decisions during my lifetime in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund.

I confirm that I have also made an Enduring Power of Attorney with the above Nomination, and that the Trustee may request a copy of the Enduring Power of Attorney to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Enduring Power of Attorney in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Enduring Power of Attorney on the determination by a medical practitioner that I am a Mentally Incapacitated Person).

I understand that if I change my Enduring Power of Attorney I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Enduring Power of Attorney, and as shown above.

SECTION THREE: NOMINATION OF ALTERNATE DECISION-MAKER ON DEATH OF MEMBER

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the SISA and Parts 2, 9 and 10 of the Governing Rules of the Fund, on and from my death:

- I appoint the person(s) shown in Column 1 of Table 2(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(A).

- If the Event shown at Table 2(B) occurs, then I appoint the person(s) shown in Column 1 of Table 2(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(C).
- If I strike through Table 2(B) and 2(C), I intend only to appoint the person(s) shown in Table 1(A).

TABLE 2(A) PRIMARY NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
PUI LING CHIN	48 ROSTREVOR PDE MONT ALBERT N, VIC 3129	Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

**TABLE 2(B)
TERMINATION EVENT**

(Please explain under what circumstances the Nomination at Table 2(A) would fail.)

IN THE EVENT OF MENTALLY INCAPABLE OF DECISION MAKING

TABLE 2(C) ALTERNATE NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
RACHEL YUE HENG CHIN	48 ROSTREVOR PDE MONT ALBERT N, VIC 3129	Solely/Jointly/By Majority Resolution/Other
ESTHER YUE XIN CHIN	582 VICTORIA CRESCENT MONT ALBERT, VIC 3127	Solely/Jointly/By Majority Resolution/Other
SAMUEL QI YI CHIN	48 ROSTREVOR PDE MONT ALBERT N, VIC 3129	Solely/Jointly/By Majority Resolution/Other

I acknowledge that the above Nomination shown in Tables 2(A) and 2(C) grants to the Person(s) shown in the Tables, the power to make decisions in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund if I die.

I confirm that I have also made a Last Will with the above Nominations as Executors of my deceased estate, and that the Trustee may request a copy of the Last Will to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Last Will in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Last Will on my death).


I understand that if I change my Last Will, I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Last Will, and as shown above.

Member Signature: 

SECTION FOUR: WITNESS CONFIRMATION

I confirm, by the execution of this Alternate Decision-Maker Nomination, that the Member shown in Section One read and executed Sections Two and Three of the Nomination and that I have independently verified the identity of the Member by way of inspection.

Witness Signature:	
Witness Full Name:	CHAN YUN HE
Address:	TRIDENT FINANCIAL GROUP ABN 13 796 469 638
Telephone Number:	Business Advisory Tax Advisory Financial Planning LEVEL 1/21 SHIERLAW AVENUE CANTERBURY VIC 3126 TEL (03) 9899 4036 www.tridentfinancial.com.au
Date:	2-8-2017

In Process

**APPLICATION FOR MEMBERSHIP FORM
AC< SUPERANNUATION FUND**

Member Name:	LEE CHOO TAN		
Tax File Number:		Date of birth:	12-9-1963
Address:	48 ROSTREVOR PARADE MONT ALBERT NTA, VIC 3129		

1. I apply for membership in the Fund.
2. I am not bankrupt, and I agree to act as a natural person trustee, or as a director of a corporate trustee, and in this capacity to act in accordance with the terms of the Governing Rules of the Fund, Special Rules of the Fund and the Superannuation Laws.
3. I have had the opportunity to read and consider the Governing Rules.
4. I have also had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
5. I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
6. I understand that I may only contribute to the Fund if I am eligible under the Superannuation Laws to do so, and this includes any contributions made by other parties on my behalf.
7. I understand that membership in a SMSF carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risk, and such other risks which follow the nature of a SMSF arrangement.
8. I acknowledge the Trustee is not and will not be liable for any loss suffered as a result of transactions being delayed or frozen.
9. I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
10. I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
11. I acknowledge the Trustee may collect my personal identification documents (as shown in Section Two) and Tax File Number (TFN), which will be treated as confidential in accordance with the *Privacy Act 1988 (Cth)* (Privacy Legislation) and will only be used for legal purposes (such as identifying and locating my Superannuation Interests, and calculating tax on any eligible termination payment I may be entitled to receive).
12. I agree to provide the Trustee with my TFN. I authorise the Trustee to provide my TFN to any other Superannuation Fund in which my Superannuation Interest may be transferred to and/or to the ATO.
13. I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any Privacy Legislation.
14. I understand that if I become a bankrupt person or subject to a Mandatory Transfer Event, the Trustee may, but is not required unless the Superannuation Laws prescribed, Roll-over my Superannuation Interests to any other Eligible Entity. If I have made a Default Superannuation Fund Nomination, then the Trustee will have regard to such nominations. I also understand that the Trustee may not seek my consent in rolling over my Superannuation Interests in the event I am bankrupt or subject to a Mandatory Transfer Event.
15. I understand if I can make a Binding Death Benefit Nomination and/or SMSF Will, the nomination may not be effected if I have nominated a person who is not eligible to receive the benefit under the Superannuation Laws, if I have made direction in respect to an Asset of the Fund which is not quarantined to my Superannuation Interest and/or I make a direction which threatens the solvency and/or SMSF Complying status of the Fund.
16. I understand that it is best practice to disclose my Binding Death Benefit Nomination and/or SMSF Will to the Trustee and for the Trustee to obtain legal, financial and/or accounting advice to ascertain if the nomination is lawful. I understand that the Trustee has no obligation to obtain advice before receiving my Binding Death Benefit Nomination and/or SMSF Will, and it is therefore important that I obtain independent advice and consult with the Trustee.

17. I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

Member Signature:	<i>Allison</i>
Date:	2-8-2017

In Process

DEATH BENEFIT NOMINATION FORM AC< SUPERANNUATION FUND

INSTRUCTIONS

- In **Section One**, please complete your details.
 - In **Section Two**, select the appropriate options at each of items (a) and (b). Please note that, if either or both of the items marked with an * are selected, your execution of the Form is required to be witnessed at least ONE independent adult witnesses who is other than a Member of the Fund or a beneficiary nominated in this Form.
 - In **Section Three**, please identify how you require your benefits to be paid in the event of your death. Eligible Primary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
 - In **Section Four**, please identify how you require your benefits to be paid in the event of your death. Eligible Secondary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
 - In **Section Five**, please read the statements contained and, if satisfied, complete your name, signature and the date. In the event you have selected at Section Two that the Nomination is either non-lapsing or binding (or both), please sign this document in the presence of at least **ONE** (1) independent adult witnesses who is other than a Member of the Fund, a Member's Relative, a Trustee of the Fund (including directors of a corporate trustee) and/or or a beneficiary nominated in this Form.
 - Your witnesses will also need to complete **Section Six**.
 - Once completed, forward the Form to the Trustee of the Fund.
- It is highly recommended that the Member submit to the Trustee an Alternate Decision-Maker Nomination at the same time as completing the Death Benefit Nomination Form.*

SECTION ONE: ABOUT THE MEMBER

Member Name:	LEE CHOO TAN
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SECTION TWO: NOMINATION OPTIONS

- (a) The Nomination made in this Form is:
- *binding on the Trustee of the Fund; or
- **non-binding.

***In the event that you have selected non-binding at Section Two(a), this Nomination is not binding on your Alternate Decision-Maker when deciding how your Superannuation Interests should be paid. If you make a non-binding direction, your Alternate Decision-Maker will be vested with authority to select your nominated beneficiaries subject to the Governing Rules (see Parts 2, 9 and 10 of the Governing Rules).*

- (b) The Nomination made in this Form is also:
- *non-lapsing; or
- ***lapsing, and expires after:
- a period of 3 (three) years
- other: _____
- _____
- _____

****In the event that you have selected lapsing at Section Two(b), this Nomination will expire after the period indicated by you. Following expiration of the period indicated, you must make a new Nomination (failing which, no Nomination is recorded for consideration by the Trustee).*

SECTION THREE: NOMINATION OF PRIMARY BENEFICIARY(IES) OF SUPERANNUATION INTERESTS

In the event of my death, I nominate the following (each being either my Legal Personal Representative and/or a Dependant of me) to be paid my Superannuation Interests in the Fund (excepting any part which is dealt with in accordance with a valid reversionary term of one or more Pension Interest Agreements):

OPTION ONE (if you wish 100% of your Superannuation Interests to pass to your Estate):

- Please pay my Superannuation Interests held in the Fund to the Legal Personal Representative of my Estate.

OPTION TWO (if you wish less than 100% (or no part) of your Superannuation Interests to pass to your Estate):

- Please pay my Superannuation Interests held in the Fund (excepting any part of my Superannuation Interests which are subject to a **valid** Auto-Reversionary Pension Interest Agreement or Conditional Pension Interest Agreement) as shown in Table 1. Complete Table 1 by:

- Entering the full name and address of the Primary Beneficiary at Table 1 Column A.
- Entering the relationship of the Primary Beneficiary to you at Table 1 Column B.
- If there is only one Primary Beneficiary, enter 100% in the corresponding Table 1 Column C. If there is more than one Primary Beneficiary, then the total of the percentages at Table 1 Column C must add up to 100%.
- Enter how you approve the benefit to be paid to the Primary Beneficiary in Column D. If you wish the benefit to be paid as a Pension, mark (**P**). If you wish the benefit to be paid as a Lump Sum, mark (**LS**). If you allow the Primary Beneficiary to nominate his/her own preference, then mark (**PBP**).
- If you wish to nominate additional Primary Beneficiaries, please note that you are expanding this Section Three, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- *Note: if you wish to pay any part of the benefit to the Legal Personal Representative of your Estate, then please insert "Legal Personal Representative of my Estate" at Table 1 Column A, enter nothing under Table 1 Column B, and record the percentage at Table 1 Column C.*

Table 1			
Column A	Column B	Column C	Column D
Primary Beneficiary Name and Address:	Relationship:	% of Benefit:	As a Pension (P), Lump Sum Payment (LSP) or Primary Beneficiary discretion (PBD)?
PUI LING CHIN 48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129	HUSBAND	25	PBD
RACHEL YUE HENG CHIN 48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129	DAUGHTER	25	PBD
ESTHER YUE XIN CHIN 15/82 VICTORIA CRESCENT MONT ALBERT, VIC 3127	DAUGHTER	25	PBD
SAMUEL QI YI CHIN 48 ROSTREVOR PARADE MONT ALBERT N, VIC 3129	SON	25	PBD

Total of Column C (must equal 100%, or the Nomination is invalid)		100 %	

SECTION FOUR: NOMINATION OF SECONDARY BENEFICIARY(IES) OF SUPERANNUATION INTERESTS

If you wish to nominate an alternate Person/s (**Secondary Beneficiary** or **Secondary Beneficiaries**) to take if a person nominated at Table 1 (**Primary Beneficiary**) fails to survive you, then please do so by:

- Entering the full name of the Primary Beneficiary at Table 2 Column A.
- Entering the full name, address and relationship to you of the Secondary Beneficiary or Secondary Beneficiaries at Table 2 Column B.
- If there is only one Secondary Beneficiary for a Primary Beneficiary, then enter 100% in the corresponding Column C. If there are more than one Secondary Beneficiaries for a Primary Beneficiary, then ensure the total of the Secondary Beneficiaries provisions add up to 100%. *(Note: The interest divided here is only the interest which the Primary Beneficiary was entitled to as a consequence of the provision at Section Three.)*
- If there is only one Secondary Beneficiary for a Primary Beneficiary, then enter 100% in the corresponding Column C. If there are more than one Secondary Beneficiaries for a Primary Beneficiary, then ensure the total of the Secondary Beneficiaries provisions add to 100% if Tenants in Common. *(Note: The interest divided here is only the interest which the Primary Beneficiary was entitled to as a consequence of the provision at Section Three.)* If there is more than one Secondary Beneficiary and the interest is to make the benefit a joint Asset of them, then no percentage needs to be detailed.
- The below table allows three Secondary Beneficiaries entries beside each Primary Beneficiary. If there are more Secondary Beneficiaries nominated to any Primary Beneficiary, please note that you are expanding this Section Four, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- Enter how you approve the benefit to be paid to the Secondary Beneficiary in Colum D. If you wish the benefit to be paid as a Pension, mark **(P)**. If you wish the benefit to be paid as a Lump Sum, mark **(LS)**. If you allow the Secondary Beneficiary to nominate his/her own preference, then mark **(SBP)**.

Column A	Column B	Column C	Column D
Full name of Primary Beneficiary	Full name and addresses of Secondary Beneficiaries, and relationship to you	Joint Tenants (<i>individual percentage not required</i>), or Tenants in Common (<i>include percentages of each individual Secondary Beneficiary</i>).	As a Pension (P) , Lump Sum (LS) , or Secondary Beneficiary discretion (SBD) ?
1			

2			

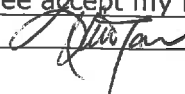
SECTION FIVE: MEMBER DECLARATION

I confirm:

1. In the event I have not answered Section Two(b), this Nomination is deemed to be a **lapsing nomination**, and expires after a period of 3 (three) years or as otherwise shown.
2. In the event I have not answered Section Two(a), this Nomination is deemed to be a **non-binding nomination**.
3. If this is a **non-binding nomination**, I understand that my Alternate Decision-Maker will determine in its discretion who receives my Superannuation Interests (excepting that part which is supporting a valid Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term.)
4. If this is a lapsing nomination, I acknowledge that this nomination is valid until the event indicated in Section Two(b) and acknowledge that it is my responsibility to provide the Trustee with a new Death Benefit Nomination Form prior to expiry of the existing nomination.
5. I acknowledge that, in the event this Death Benefit Nomination Form lapses, is revoked or ceases to be valid at the date of my death, and a new Nomination has not been made by me and accepted by the Trustee, then the payment of my Superannuation Interests will be made at my Alternate Decision-Maker's discretion.
6. I understand that if I my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, then provided the reversionary terms are valid and effective on my death, then that part of my Superannuation Interests will not be dealt with under this Section Three.
7. I understand that if my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, and the reversionary terms are not valid and effective on my death, then that part of my Superannuation Interests will be included in the distribution made under this Binding Death Benefit Nomination.
8. I understand that, if I make this a **binding nomination**, any existing Binding Death Benefit Nomination Form or SMSF Will will be revoked and replaced.
9. I confirm that the beneficiaries nominated are a Dependant of me in accordance with the *Superannuation Industry (Supervision) Act 1993 (Cth)*, or my Legal Personal Representative.
10. I understand I should review my Death Benefit Nomination Form regularly, especially when my circumstances change (e.g. marriage, having children or any other life changing event), to ensure my nomination is always up to date.
11. I have had the opportunity to read Parts 9, 10 and 11 of the Governing Rules, and have had the opportunity to seek legal, financial and accounting advice before making this nomination.
12. I declare that the information I have provided to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

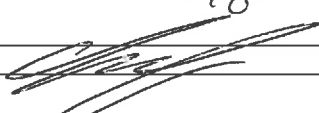
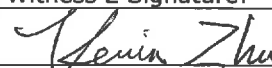
I request that the Trustee accept my nomination listed above.

Member Signature: _____



Date:	2-8-2017
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SECTION SIX: WITNESS DECLARATION
(NOTE: Only ONE witness is required, but TWO witnesses are recommended.)

I declare: <ul style="list-style-type: none"> I am over 18 (eighteen) years of age; I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and This Form was signed and dated by the Member in my presence. 	I declare: <ul style="list-style-type: none"> I am over 18 (eighteen) years of age; I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and This Form was signed and dated by the Member in my presence.
Witness 1 Full Name: <i>Chen MS</i>	Witness 2 Full Name: <i>JiaJun Zhu</i>
Witness 1 Signature: 	Witness 2 Signature: 
Witness 1 Address: <i>www.tridentfinancial.com.au</i> TEL (03) 9899 4036 CANTERBURY VIC 3126 LEVEL 1/21 SHIELAW AVENUE	Witness 2 Address: <i>www.tridentfinancial.com.au</i> TEL (03) 9899 4036 CANTERBURY VIC 3126 LEVEL 1/21 SHIELAW AVENUE
Date: <i>2/8/17</i>	Date: <i>2/8/2017</i>

DEFINITIONS

Binding means that, provided that no event has occurred that would invalidate the Nomination (such as the death of the Beneficiaries nominated, or the Beneficiaries nominated no longer being the Member's Legal Personal Representative or Dependant), the Trustee and Member's Alternate Decision-Maker are bound to pay the Member's Superannuation Interests (other than any interests supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a valid reversionary term) to the Beneficiaries nominated in the proportions nominated.

Dependant includes the Member's legal or de facto Spouse, Member's Children (including step Children and adult Children), a Person in an Interdependency Relationship with a Member, a Person who is wholly or partially financially dependent on the Member, and any other Person the Superannuation Laws define as a Dependant of a Member. Note, only a Dependant as the term is defined in the *Income Tax Assessment Act 1997 (ITAA97)* is eligible to receive a Pension Interest from a Deceased Member.

Interdependency Relationship means the Person and the Member live together and have a close personal relationship and one or both of the parties provide the other with financial support and domestic support and personal care.

Lapsing means that the Nomination contained in the Death Benefit Nomination Form applies only for a set period of time, which shall expire upon the event/s indicated at Section Two(b) occurring.

Member means the person named at Section One.

Non-binding means that the Trustee and Alternate Decision-Maker may consider the Nomination made in the Death Benefit Nomination Form, but is not bound to pay the Member's Superannuation Interests in accordance with the Nomination made by the Member.

Non-lapsing means that the Nomination contained in the Death Benefit Nomination Form applies in perpetuity unless revoked by the Member by notice in writing to the Trustee, or until the Nomination is revoked by a new Death Benefit Nomination Form being submitted to and accepted by the Trustee.

Legal Personal Representative means the Person or Persons appointed on or following the Member's death as the Executor or Administrator of the Member's Estate.