

Deed of settlement and release

between

EP Financial Services Pty Ltd
ACN 130 772 495
(Elston)

and

JWL Superannuation Fund ABN 15 979 599 540
John William Larsson
Dellene Joy Larsson
(LARSSON)

This deed is made on

2014

between **EP Financial Services Pty Ltd** ACN 130 772 495 of Level 12, Corporate Centre, Cnr Bundall Road & Slayter Avenue, Bundall, Queensland 4217 (**Elston**)

and **John and Delene Larsson ATF the JWL Superannuation Fund ABN 15 979 599 540** of 11 Marina Place, Ballina Quays, Ballina NSW 2478 (**LARSSON**)

Recitals

- A. On 7th September 2022 you lodged a complaint with Elston relating to the purchase of 25,055 units in ETL7702AU, the Elston Emerging Leaders Fund (Dispute).
- B. On 13th December 2022 the LARSSON's wrote that they would accept a settlement of \$5,000.
- C. Elston agrees to pay the amount of \$5,000 (**Settlement Amount**).
- D. Without any admission of liability by Elston, the parties wish to resolve all issues regarding the Dispute on the following terms.

Now it is covenanted and agreed as follows:

1 Definitions

1.1 Definitions

In this deed:

Business Day means a day on which the banks are open for business in Brisbane, Queensland other than a Saturday, Sunday or public holiday in Brisbane, Queensland;

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this deed; and

Commencement Date means the date Elston pays the Settlement Amount to LARSSON pursuant to the Elston Offer.

Loss includes any loss, damage, cost, charge liability (including Tax liability) or expense (including legal costs and expenses).

2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;
 - (iv) any contract (including this deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
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