

Compliance Workpapers
Hvideka Superfund
Financial Year - 2022



Fund Details

| | |
|-------------------------|-------------------------|
| Fund Name | Hvideka Superfund |
| Contact no | |
| Financial Year | 2022 |
| Established Date | 21/02/2016 |
| ABN | 26 160 173 014 |
| TFN | 978307546 |
| Trustee Type | Corporate |
| Trustees | ACN 610 844 016 Pty Ltd |
| ACN | 610844016 |

Statement of Financial Position

| Assets | Qty | 2022 | 2021 | Change (\$) | Change (%) | |
|-----------------------------------|--------|-----------|-----------|-------------|------------|--|
| Investments | 0.00 | 42,930.50 | 0.00 | 42,930.50 | 100.00 | WP-1 WP-2 |
| Shares in Listed Companies | 0.00 | 42,930.50 | 0.00 | 42,930.50 | 100.00 | WP-1 |
| Commonwealth Bank Of Australia. | 475.00 | 42,930.50 | 0.00 | 42,930.50 | 100.00 | |
| Other Assets | 0.00 | 21,664.35 | 67,211.99 | -45,547.64 | 67.77 | |
| Cash At Bank | 0.00 | 21,308.10 | 67,211.99 | -45,903.89 | 68.30 | WP-1 |
| CBA Accelerator Cash Account | 0.00 | 21,308.10 | 67,211.99 | -45,903.89 | 68.30 | |
| Current Tax Assets | 0.00 | 356.25 | 0.00 | 356.25 | 100.00 | WP-1 WP-2 |
| Franking Credits | 0.00 | 356.25 | 0.00 | 356.25 | 100.00 | |
| Shares in Listed Companies | 0.00 | 356.25 | 0.00 | 356.25 | 100.00 | |
| Commonwealth Bank Of Australia. | 0.00 | 356.25 | 0.00 | 356.25 | 100.00 | |
| Total Assets | 0.00 | 64,594.85 | 67,211.99 | -2,617.14 | 3.89 | |

| Liabilities | Qty | 2022 | 2021 | Change (\$) | Change (%) | |
|--------------------------|------|------|------|-------------|------------|--|
| Total Liabilities | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| Member Entitlements | Qty | 2022 | 2021 | Change (\$) | Change (%) | |
|------------------------------------|------|-----------|-----------|-------------|------------|--|
| Member Entitlement Accounts | 0.00 | 64,594.85 | 67,211.99 | -2,617.14 | 3.89 | WP-1 WP-2 |
| Mr Hrvoje Videka | 0.00 | 64,594.85 | 67,211.99 | -2,617.14 | 3.89 | |
| Accumulation | 0.00 | 64,594.85 | 67,211.99 | -2,617.14 | 3.89 | |

| Member Entitlements | Qty | 2022 | 2021 | Change (\$) | Change (%) | |
|---------------------------|------|-----------|-----------|-------------|------------|--|
| Total Member Entitlements | 0.00 | 64,594.85 | 67,211.99 | -2,617.14 | 3.89 | |

Operating Statement

| Income | 2022 | 2021 | Change (\$) | Change (%) | |
|-----------------------------------|----------|----------|-------------|------------|--|
| Investment Income | 1,225.44 | 141.48 | 1,083.96 | 766.16 | WP-1 WP-2 |
| Dividends | 1,187.50 | 0.00 | 1,187.50 | 100.00 | |
| Shares in Listed Companies | 1,187.50 | 0.00 | 1,187.50 | 100.00 | |
| Commonwealth Bank Of Australia. | 1,187.50 | 0.00 | 1,187.50 | 100.00 | |
| Interest | 37.94 | 141.48 | -103.54 | 73.18 | |
| Cash At Bank | 37.94 | 141.48 | -103.54 | 73.18 | |
| CBA Accelerator Cash Account | 37.94 | 141.48 | -103.54 | 73.18 | |
| Member Receipts | 3,532.53 | 0.00 | 3,532.53 | 100.00 | |
| Contributions | 3,532.53 | 0.00 | 3,532.53 | 100.00 | WP-1 |
| Employer | 3,532.53 | 0.00 | 3,532.53 | 100.00 | |
| Mr Hrvoje Videka | 3,532.53 | 0.00 | 3,532.53 | 100.00 | |
| Total Income | 4,757.97 | 141.48 | 4,616.49 | 3,263.00 | |
| Expenses | 2022 | 2021 | Change (\$) | Change (%) | |
| Investment Losses | 7,099.11 | 0.00 | 7,099.11 | 100.00 | |
| Decrease in Market Value | 7,099.11 | 0.00 | 7,099.11 | 100.00 | WP-1 |
| Shares in Listed Companies | 7,099.11 | 0.00 | 7,099.11 | 100.00 | |
| Commonwealth Bank Of Australia. | 7,099.11 | 0.00 | 7,099.11 | 100.00 | |
| Other Expenses | 276.00 | 7,686.00 | -7,410.00 | 96.41 | |
| Accountancy Fee | 0.00 | 4,125.00 | -4,125.00 | 100.00 | |

| Expenses | 2022 | 2021 | Change (\$) | Change (%) | |
|-------------------------------|------------------|------------------|----------------|-------------|----------------------|
| ASIC Fee | 276.00 | 0.00 | 276.00 | 100.00 | WP-1 |
| Auditor Fee | 0.00 | 1,925.00 | -1,925.00 | 100.00 | |
| Fine | 0.00 | 82.00 | -82.00 | 100.00 | |
| SMSF Supervisory Levy | 0.00 | 1,554.00 | -1,554.00 | 100.00 | WP-1 |
| Total Expenses | 7,375.11 | 7,686.00 | -310.89 | 4.04 | |
| Income Tax | 2022 | 2021 | Change (\$) | Change (%) | |
| Total Income Tax | 0.00 | 0.00 | 0.00 | 0.00 | |
| Net Profit(Loss) Total | -2,617.14 | -7,544.52 | | | |

Market Value

| Current Status : Good to Go Prior Status : N/A | | | | | Prepared By : N/A | Reviewed By : N/A |
|---|---------------|---------------------------------|--------------|--------|-------------------|-------------------|
| | Security Code | Security Name | Source Price | Units | Market Price | Market Value |
| SECURITY | | | | | | |
| | CBA | Commonwealth Bank Of Australia. | 90.38 | 475.00 | 90.38 | 42,930.50 |

Lump Sum Payment - Good to Go

Great news! After review there is nothing that requires your attention.

Preservation Components

| | | | | | | | Current Status : Good to Go Prior Status : N/A | | Prepared By : N/A | Reviewed By : N/A |
|--|--------------|------------------|---------------------------------|-----------------------------------|------------------|---------------------------------|---|--|----------------------|----------------------|
| | | | Prior Year | | | Current Year | | | | |
| Account Name | Account Type | Preserved Amount | Restricted Non-Preserved Amount | Unrestricted Non-Preserved Amount | Preserved Amount | Restricted Non-Preserved Amount | Unrestricted Non-Preserved Amount | | | |
| Mr Hrvoje Videka (Age: 42 at 30/06/2022) | | | | | | | | | | |
| Accumulation | Accumulation | 67,211.99 | 0.00 | 0.00 | 64,594.85 | 0.00 | 0.00 | | | |

Tax Component Verification (Accumulation)

| | | Current Status : Good to Go Prior Status : N/A | Prepared By : N/A | Reviewed By : N/A |
|--|--------------|---|----------------------------|------------------------------|
| | Account Name | | Prior Year Tax Free Amount | Current Year Tax Free Amount |
| Mr Hrvoje Videka (Age: 42 at 30/06/2022) | | | | |
| | Accumulation | | 0.00 | 0.00 |

Work Test - Good to Go

Great news! After review there is nothing that requires your attention.

Contribution Cap Limit

| | | Current Status : Good to Go Prior Status : N/A | Prepared By : N/A | Reviewed By : N/A |
|---|------------------------------------|---|-------------------|-------------------|
| | Current Year Contributions | | Concessional | Non-Concessional |
| Mr Hrvoje Videka | | | | |
| Date of Birth: 03/07/1979 (Age: 41 at 30/06/2022) | | | | |
| | Caps | | 27,500.00 | 110,000.00 |
| | Cumulative available unused cap | | 75,000.00 | 0.00 |
| | Maximum cap available | | 102,500.00 | 110,000.00 |
| | Contributions made (to this fund) | | 3,532.53 | 0.00 |
| | Contributions made (to other fund) | | 0.00 | 0.00 |
| | Contributions as allocated | | 3,532.53 | 0.00 |
| | Amount above caps | | 0.00 | 0.00 |

Negative Balance - Good to Go

Great news! After review there is nothing that requires your attention.

Contra Bank Entries - Good to Go

Great news! After review there is nothing that requires your attention.

Income Comparison - Good to Go

Great news! After review there is nothing that requires your attention.

Benefits Paid to Member < 60 - Good to Go

Great news! After review there is nothing that requires your attention.

Retirement Condition - Good to Go

Great news! After review there is nothing that requires your attention.

Pension Limit - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Member Level) - Not Applicable

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Pension Account Level) - Not Applicable

The system did not find any data to process.

General Ledger

| Date | Description | Quantity | Debits | Credits | Balance |
|---|--|----------|--------|----------|----------|
| Member Receipts / Contributions / Employer / Mr Hrvoje Videka | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 04/03/2022 | QUICKSPR3157911174 QUICKSUPER | 0.00 | 0.00 | 184.31 | 184.31 |
| 10/03/2022 | QUICKSPR3161642708 QUICKSUPER | 0.00 | 0.00 | 614.35 | 798.66 |
| 07/04/2022 | QUICKSPR3181123378 QUICKSUPER | 0.00 | 0.00 | 921.53 | 1,720.19 |
| 19/05/2022 | QUICKSPR3209892449 QUICKSUPER | 0.00 | 0.00 | 583.64 | 2,303.83 |
| 02/06/2022 | QUICKSPR3220111251 QUICKSUPER | 0.00 | 0.00 | 614.35 | 2,918.18 |
| 30/06/2022 | QUICKSPR3240609557 QUICKSUPER | 0.00 | 0.00 | 614.35 | 3,532.53 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 3,532.53 |
| Investment Income / Dividends / Shares in Listed Companies / Commonwealth Bank Of Australia. | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 30/03/2022 | CBA AUD 1.75 FRANKED, 30% CTR, DRP NIL DISC | 0.00 | 0.00 | 1,187.50 | 1,187.50 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 1,187.50 |
| Investment Income / Interest / Cash At Bank / CBA Accelerator Cash Account | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 01/07/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.53 | 5.53 |
| 01/08/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.71 | 11.24 |
| 01/09/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.71 | 16.95 |

| Date | Description | Quantity | Debits | Credits | Balance |
|--|-------------------------|----------|----------|---------|----------|
| 01/10/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.53 | 22.48 |
| 01/11/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.02 | 27.50 |
| 01/12/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.41 | 28.91 |
| 01/01/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.46 | 30.37 |
| 01/02/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.46 | 31.83 |
| 01/03/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.32 | 33.15 |
| 01/04/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.52 | 34.67 |
| 01/05/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.59 | 36.26 |
| 01/06/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.68 | 37.94 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 37.94 |
| Other Expenses / ASIC Fee | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/04/2022 | NETBANK BPAY ASIC | 0.00 | 276.00 | 0.00 | 276.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 276.00 |
| Investment Losses / Decrease in Market Value / Shares in Listed Companies / Commonwealth Bank Of Australia. | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 30/06/2022 | Market Value Adjustment | 0.00 | 7,099.11 | 0.00 | 7,099.11 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 7,099.11 |
| Income Tax Expense / Income Tax Expense | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |

| Date | Description | Quantity | Debits | Credits | Balance |
|--|--------------------------|----------|-----------|-----------|-----------|
| 04/03/2022 | Fund Income Tax | 0.00 | 27.65 | 0.00 | 27.65 |
| 10/03/2022 | Fund Income Tax | 0.00 | 92.15 | 0.00 | 119.80 |
| 07/04/2022 | Fund Income Tax | 0.00 | 138.23 | 0.00 | 258.03 |
| 19/05/2022 | Fund Income Tax | 0.00 | 87.55 | 0.00 | 345.58 |
| 02/06/2022 | Fund Income Tax | 0.00 | 92.15 | 0.00 | 437.73 |
| 30/06/2022 | Fund Income Tax | 0.00 | 0.00 | 529.88 | 92.15 |
| 30/06/2022 | Fund Income Tax | 0.00 | 92.15 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| Investments - Commonwealth Bank Of Australia. | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 27/10/2021 | COMMSEC COMMSEC SECURITI | 475.00 | 50,029.61 | 0.00 | 50,029.61 |
| 30/06/2022 | Market Value Adjustment | 0.00 | 0.00 | 7,099.11 | 42,930.50 |
| 30/06/2022 | Closing Balance | 475.00 | 0.00 | 0.00 | 42,930.50 |
| Cash At Bank - CBA Accelerator Cash Account | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 67,211.99 |
| 01/07/2021 | DEPOSIT INTEREST | 0.00 | 5.53 | 0.00 | 67,217.52 |
| 01/08/2021 | DEPOSIT INTEREST | 0.00 | 5.71 | 0.00 | 67,223.23 |
| 01/09/2021 | DEPOSIT INTEREST | 0.00 | 5.71 | 0.00 | 67,228.94 |
| 01/10/2021 | DEPOSIT INTEREST | 0.00 | 5.53 | 0.00 | 67,234.47 |
| 27/10/2021 | COMMSEC COMMSEC SECURITI | 0.00 | 0.00 | 50,029.61 | 17,204.86 |

| Date | Description | Quantity | Debits | Credits | Balance |
|--|-------------------------------|----------|--------|-----------|-----------|
| 01/11/2021 | DEPOSIT INTEREST | 0.00 | 5.02 | 0.00 | 17,209.88 |
| 01/12/2021 | DEPOSIT INTEREST | 0.00 | 1.41 | 0.00 | 17,211.29 |
| 01/01/2022 | DEPOSIT INTEREST | 0.00 | 1.46 | 0.00 | 17,212.75 |
| 01/02/2022 | DEPOSIT INTEREST | 0.00 | 1.46 | 0.00 | 17,214.21 |
| 01/03/2022 | DEPOSIT INTEREST | 0.00 | 1.32 | 0.00 | 17,215.53 |
| 04/03/2022 | QUICKSPR3157911174 QUICKSUPER | 0.00 | 184.31 | 0.00 | 17,399.84 |
| 10/03/2022 | QUICKSPR3161642708 QUICKSUPER | 0.00 | 614.35 | 0.00 | 18,014.19 |
| 30/03/2022 | 001272242807 CBA ITM DIV | 0.00 | 831.25 | 0.00 | 18,845.44 |
| 01/04/2022 | DEPOSIT INTEREST | 0.00 | 1.52 | 0.00 | 18,846.96 |
| 05/04/2022 | NETBANK BPAY ASIC | 0.00 | 0.00 | 276.00 | 18,570.96 |
| 07/04/2022 | QUICKSPR3181123378 QUICKSUPER | 0.00 | 921.53 | 0.00 | 19,492.49 |
| 01/05/2022 | DEPOSIT INTEREST | 0.00 | 1.59 | 0.00 | 19,494.08 |
| 19/05/2022 | QUICKSPR3209892449 QUICKSUPER | 0.00 | 583.64 | 0.00 | 20,077.72 |
| 01/06/2022 | DEPOSIT INTEREST | 0.00 | 1.68 | 0.00 | 20,079.40 |
| 02/06/2022 | QUICKSPR3220111251 QUICKSUPER | 0.00 | 614.35 | 0.00 | 20,693.75 |
| 30/06/2022 | QUICKSPR3240609557 QUICKSUPER | 0.00 | 614.35 | 0.00 | 21,308.10 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 21,308.10 |
| Other Assets - Unsettled Trades / Acquisitions / Shares in Listed Companies / Commonwealth Bank Of Australia. | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 27/10/2021 | COMMSEC COMMSEC SECURITI | 0.00 | 0.00 | 50,029.61 | 50,029.61 |

| Date | Description | Quantity | Debits | Credits | Balance |
|---|--|----------|-----------|---------|---------|
| 27/10/2021 | COMMSEC COMMSEC SECURITI | 0.00 | 50,029.61 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Assets - Receivables / Investment Income Receivable / Dividends / Shares in Listed Companies / Commonwealth Bank Of Australia. | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 30/03/2022 | CBA AUD 1.75 FRANKED, 30% CTR, DRP NIL DISC | 0.00 | 0.00 | 831.25 | 831.25 |
| 30/03/2022 | CBA AUD 1.75 FRANKED, 30% CTR, DRP NIL DISC | 0.00 | 831.25 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / CBA Accelerator Cash Account | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 01/07/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.53 | 5.53 |
| 01/07/2021 | DEPOSIT INTEREST | 0.00 | 5.53 | 0.00 | 0.00 |
| 01/08/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.71 | 5.71 |
| 01/08/2021 | DEPOSIT INTEREST | 0.00 | 5.71 | 0.00 | 0.00 |
| 01/09/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.71 | 5.71 |
| 01/09/2021 | DEPOSIT INTEREST | 0.00 | 5.71 | 0.00 | 0.00 |
| 01/10/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.53 | 5.53 |
| 01/10/2021 | DEPOSIT INTEREST | 0.00 | 5.53 | 0.00 | 0.00 |
| 01/11/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.02 | 5.02 |
| 01/11/2021 | DEPOSIT INTEREST | 0.00 | 5.02 | 0.00 | 0.00 |

| Date | Description | Quantity | Debits | Credits | Balance |
|---|-------------------------------|----------|--------|---------|---------|
| 01/12/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.41 | 1.41 |
| 01/12/2021 | DEPOSIT INTEREST | 0.00 | 1.41 | 0.00 | 0.00 |
| 01/01/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.46 | 1.46 |
| 01/01/2022 | DEPOSIT INTEREST | 0.00 | 1.46 | 0.00 | 0.00 |
| 01/02/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.46 | 1.46 |
| 01/02/2022 | DEPOSIT INTEREST | 0.00 | 1.46 | 0.00 | 0.00 |
| 01/03/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.32 | 1.32 |
| 01/03/2022 | DEPOSIT INTEREST | 0.00 | 1.32 | 0.00 | 0.00 |
| 01/04/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.52 | 1.52 |
| 01/04/2022 | DEPOSIT INTEREST | 0.00 | 1.52 | 0.00 | 0.00 |
| 01/05/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.59 | 1.59 |
| 01/05/2022 | DEPOSIT INTEREST | 0.00 | 1.59 | 0.00 | 0.00 |
| 01/06/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.68 | 1.68 |
| 01/06/2022 | DEPOSIT INTEREST | 0.00 | 1.68 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Assets - Receivables / Member Income Receivable / Contributions / Mr Hrvoje Videka | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 04/03/2022 | Contribution Received | 0.00 | 0.00 | 184.31 | 184.31 |
| 04/03/2022 | QUICKSPR3157911174 QUICKSUPER | 0.00 | 184.31 | 0.00 | 0.00 |
| 10/03/2022 | Contribution Received | 0.00 | 0.00 | 614.35 | 614.35 |

| Date | Description | Quantity | Debits | Credits | Balance |
|---|-------------------------------|----------|--------|---------|---------|
| 10/03/2022 | QUICKSPR3161642708 QUICKSUPER | 0.00 | 614.35 | 0.00 | 0.00 |
| 07/04/2022 | Contribution Received | 0.00 | 0.00 | 921.53 | 921.53 |
| 07/04/2022 | QUICKSPR3181123378 QUICKSUPER | 0.00 | 921.53 | 0.00 | 0.00 |
| 19/05/2022 | Contribution Received | 0.00 | 0.00 | 583.64 | 583.64 |
| 19/05/2022 | QUICKSPR3209892449 QUICKSUPER | 0.00 | 583.64 | 0.00 | 0.00 |
| 02/06/2022 | Contribution Received | 0.00 | 0.00 | 614.35 | 614.35 |
| 02/06/2022 | QUICKSPR3220111251 QUICKSUPER | 0.00 | 614.35 | 0.00 | 0.00 |
| 30/06/2022 | Contribution Received | 0.00 | 0.00 | 614.35 | 614.35 |
| 30/06/2022 | QUICKSPR3240609557 QUICKSUPER | 0.00 | 614.35 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Assets - Current Tax Assets / Provision for Income Tax | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 04/03/2022 | Tax Effect Of Income | 0.00 | 0.00 | 27.65 | 27.65 |
| 10/03/2022 | Tax Effect Of Income | 0.00 | 0.00 | 92.15 | 119.80 |
| 07/04/2022 | Tax Effect Of Income | 0.00 | 0.00 | 138.23 | 258.03 |
| 19/05/2022 | Tax Effect Of Income | 0.00 | 0.00 | 87.55 | 345.58 |
| 02/06/2022 | Tax Effect Of Income | 0.00 | 0.00 | 92.15 | 437.73 |
| 30/06/2022 | Tax Effect Of Income | 0.00 | 0.00 | 92.15 | 529.88 |
| 30/06/2022 | Tax Effect Of Income | 0.00 | 529.88 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |

| Date | Description | Quantity | Debits | Credits | Balance |
|---|--|----------|--------|---------|---------|
| Other Assets - Current Tax Assets / Shares in Listed Companies / Commonwealth Bank Of Australia. | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 30/03/2022 | CBA AUD 1.75 FRANKED, 30% CTR, DRP NIL DISC | 0.00 | 356.25 | 0.00 | 356.25 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 356.25 |
| Other Creditors and Accruals / ASIC Fee | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 05/04/2022 | NETBANK BPAY ASIC | 0.00 | 0.00 | 276.00 | 276.00 |
| 05/04/2022 | NETBANK BPAY ASIC | 0.00 | 276.00 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund Suspense / CBA Accelerator Cash Account | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 01/07/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.53 | 5.53 |
| 01/07/2021 | DEPOSIT INTEREST | 0.00 | 5.53 | 0.00 | 0.00 |
| 01/08/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.71 | 5.71 |
| 01/08/2021 | DEPOSIT INTEREST | 0.00 | 5.71 | 0.00 | 0.00 |
| 01/09/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.71 | 5.71 |
| 01/09/2021 | DEPOSIT INTEREST | 0.00 | 5.71 | 0.00 | 0.00 |
| 01/10/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.53 | 5.53 |
| 01/10/2021 | DEPOSIT INTEREST | 0.00 | 5.53 | 0.00 | 0.00 |

| Date | Description | Quantity | Debits | Credits | Balance |
|------------|-------------------------------|----------|-----------|-----------|-----------|
| 27/10/2021 | COMMSEC COMMSEC SECURITI | 0.00 | 0.00 | 50,029.61 | 50,029.61 |
| 27/10/2021 | COMMSEC COMMSEC SECURITI | 0.00 | 50,029.61 | 0.00 | 0.00 |
| 01/11/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 5.02 | 5.02 |
| 01/11/2021 | DEPOSIT INTEREST | 0.00 | 5.02 | 0.00 | 0.00 |
| 01/12/2021 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.41 | 1.41 |
| 01/12/2021 | DEPOSIT INTEREST | 0.00 | 1.41 | 0.00 | 0.00 |
| 01/01/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.46 | 1.46 |
| 01/01/2022 | DEPOSIT INTEREST | 0.00 | 1.46 | 0.00 | 0.00 |
| 01/02/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.46 | 1.46 |
| 01/02/2022 | DEPOSIT INTEREST | 0.00 | 1.46 | 0.00 | 0.00 |
| 01/03/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.32 | 1.32 |
| 01/03/2022 | DEPOSIT INTEREST | 0.00 | 1.32 | 0.00 | 0.00 |
| 04/03/2022 | QUICKSPR3157911174 QUICKSUPER | 0.00 | 0.00 | 184.31 | 184.31 |
| 04/03/2022 | QUICKSPR3157911174 QUICKSUPER | 0.00 | 184.31 | 0.00 | 0.00 |
| 10/03/2022 | QUICKSPR3161642708 QUICKSUPER | 0.00 | 0.00 | 614.35 | 614.35 |
| 10/03/2022 | QUICKSPR3161642708 QUICKSUPER | 0.00 | 614.35 | 0.00 | 0.00 |
| 30/03/2022 | 001272242807 CBA ITM DIV | 0.00 | 0.00 | 831.25 | 831.25 |
| 30/03/2022 | 001272242807 CBA ITM DIV | 0.00 | 831.25 | 0.00 | 0.00 |
| 01/04/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.52 | 1.52 |
| 01/04/2022 | DEPOSIT INTEREST | 0.00 | 1.52 | 0.00 | 0.00 |

| Date | Description | Quantity | Debits | Credits | Balance |
|--|-------------------------------|----------|--------|---------|-----------|
| 05/04/2022 | NETBANK BPAY ASIC | 0.00 | 0.00 | 276.00 | 276.00 |
| 05/04/2022 | NETBANK BPAY ASIC | 0.00 | 276.00 | 0.00 | 0.00 |
| 07/04/2022 | QUICKSPR3181123378 QUICKSUPER | 0.00 | 0.00 | 921.53 | 921.53 |
| 07/04/2022 | QUICKSPR3181123378 QUICKSUPER | 0.00 | 921.53 | 0.00 | 0.00 |
| 01/05/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.59 | 1.59 |
| 01/05/2022 | DEPOSIT INTEREST | 0.00 | 1.59 | 0.00 | 0.00 |
| 19/05/2022 | QUICKSPR3209892449 QUICKSUPER | 0.00 | 0.00 | 583.64 | 583.64 |
| 19/05/2022 | QUICKSPR3209892449 QUICKSUPER | 0.00 | 583.64 | 0.00 | 0.00 |
| 01/06/2022 | DEPOSIT INTEREST | 0.00 | 0.00 | 1.68 | 1.68 |
| 01/06/2022 | DEPOSIT INTEREST | 0.00 | 1.68 | 0.00 | 0.00 |
| 02/06/2022 | QUICKSPR3220111251 QUICKSUPER | 0.00 | 0.00 | 614.35 | 614.35 |
| 02/06/2022 | QUICKSPR3220111251 QUICKSUPER | 0.00 | 614.35 | 0.00 | 0.00 |
| 30/06/2022 | QUICKSPR3240609557 QUICKSUPER | 0.00 | 0.00 | 614.35 | 614.35 |
| 30/06/2022 | QUICKSPR3240609557 QUICKSUPER | 0.00 | 614.35 | 0.00 | 0.00 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| Member Entitlement Accounts / Mr Hrvoje Videka / Accumulation | | | | | |
| 01/07/2021 | Opening Balance | 0.00 | 0.00 | 0.00 | 67,211.99 |
| 04/03/2022 | Contribution Tax Withheld | 0.00 | 27.65 | 0.00 | 67,184.34 |
| 04/03/2022 | QUICKSPR3157911174 QUICKSUPER | 0.00 | 0.00 | 184.31 | 67,368.65 |
| 10/03/2022 | Contribution Tax Withheld | 0.00 | 92.15 | 0.00 | 67,276.50 |

| Date | Description | Quantity | Debits | Credits | Balance |
|------------|-------------------------------|----------|----------|---------|-----------|
| 10/03/2022 | QUICKSPR3161642708 QUICKSUPER | 0.00 | 0.00 | 614.35 | 67,890.85 |
| 07/04/2022 | Contribution Tax Withheld | 0.00 | 138.23 | 0.00 | 67,752.62 |
| 07/04/2022 | QUICKSPR3181123378 QUICKSUPER | 0.00 | 0.00 | 921.53 | 68,674.15 |
| 19/05/2022 | Contribution Tax Withheld | 0.00 | 87.55 | 0.00 | 68,586.60 |
| 19/05/2022 | QUICKSPR3209892449 QUICKSUPER | 0.00 | 0.00 | 583.64 | 69,170.24 |
| 02/06/2022 | Contribution Tax Withheld | 0.00 | 92.15 | 0.00 | 69,078.09 |
| 02/06/2022 | QUICKSPR3220111251 QUICKSUPER | 0.00 | 0.00 | 614.35 | 69,692.44 |
| 30/06/2022 | Contribution Tax Withheld | 0.00 | 92.15 | 0.00 | 69,600.29 |
| 30/06/2022 | Income Taxes Allocated | 0.00 | 0.00 | 529.88 | 70,130.17 |
| 30/06/2022 | Investment Profit or Loss | 0.00 | 6,149.67 | 0.00 | 63,980.50 |
| 30/06/2022 | QUICKSPR3240609557 QUICKSUPER | 0.00 | 0.00 | 614.35 | 64,594.85 |
| 30/06/2022 | Closing Balance | 0.00 | 0.00 | 0.00 | 64,594.85 |

Permanent Documents

[OCR_ATO Trustee Declaration.pdf](#)

[OCR_Signed Deed Pages.pdf](#)

[OCR_Trust Deed Governing Rules.pdf](#)

[OCR_Investment Strategy.pdf](#)

Self-managed superannuation fund annual return **2022**

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2022* (NAT 71287).

- !** The *Self-managed superannuation fund annual return instructions 2022* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M I T H S T

- Place **X** in ALL applicable boxes.

➤ Postal address for annual returns:

Australian Taxation Office
GPO Box 9845
[insert the name and postcode
of your capital city]

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

➤ To assist processing, write the fund's TFN at the top of pages 3, 5, 7 and 9.

- !** The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

2 Name of self-managed superannuation fund (SMSF)

Hvideka Superfund

3 Australian business number (ABN) (if applicable)

4 Current postal address

PO Box 633

Suburb/town

ST AGNES

State/territory

SA

Postcode

5097

5 Annual return status

Is this an amendment to the SMSF's 2022 return?

A No Yes

Is this the first required return for a newly registered SMSF?

B No Yes

Fund's tax file number (TFN) *****

6 SMSF auditor

Auditor's name

Title: MR

Family name

Bartley

First given name

John Paul

Other given names

Edmund

SMSF Auditor Number

100261872

Auditor's phone number

08

83381033

Postal address

PO Box 230

Suburb/town

GLEN OSMOND

State/territory

SA

Postcode

5064

Date audit was completed

A 19/04/2023

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

If Part B of the audit report was qualified, have the reported issues been rectified?

D No Yes **7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number 067167

Fund account number 18991230

Fund account name

ACN 610 844 016 Pty Ltd ATF Hvideka Superfund

I would like my tax refunds made to this account. Go to C.**B Financial institution account details for tax refunds**

This account is used for tax refunds. You can provide a tax agent account here.

BSB number

Account number

Account name

C Electronic service address alias

Provide the electronic service address alias (ESA) issued by your SMSF messaging provider. (For example, SMSFdataESAAlias). See instructions for more information.

smsfdataflow

Fund's tax file number (TFN)

8 Status of SMSF Australian superannuation fund **A** No Yes Fund benefit structure **B** Code
 Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

9 Was the fund wound up during the income year?
 No Yes If yes, provide the date on which the fund was wound up Have all tax lodgment and payment obligations been met? No Yes

10 Exempt current pension income
 Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

⊖ To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No Go to Section B: Income.

Yes Exempt current pension income amount **A** \$.00

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C** Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

No Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

⊖ If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Fund's tax file number (TFN)

Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2022*.

Have you applied an exemption or rollover? **M** No Yes Code

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

| | | |
|--|---|-------------------------------|
| Gross foreign income D1 \$ <input type="text" value="0"/> -00 | Net foreign income D \$ <input type="text" value="0"/> -00 | Loss <input type="checkbox"/> |
|--|---|-------------------------------|

Australian franking credits from a New Zealand company **E** \$ -00

Transfers from foreign funds **F** \$ -00 Number

Gross payments where ABN not quoted **H** \$ -00

Calculation of assessable contributions

Assessable employer contributions **R1** \$ -00

plus Assessable personal contributions **R2** \$ -00

plus **#No-TFN-quoted contributions** **R3** \$ -00
(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST **R6** \$ -00

Gross distribution from partnerships **I** \$ -00

*Unfranked dividend amount **J** \$ -00

*Franked dividend amount **K** \$ -00

*Dividend franking credit **L** \$ -00

*Gross trust distributions **M** \$ -00

Assessable contributions (R1 plus R2 plus R3 less R6) **R** \$ -00

Calculation of non-arm's length income

*Net non-arm's length private company dividends **U1** \$ -00

plus *Net non-arm's length trust distributions **U2** \$ -00

plus *Net other non-arm's length income **U3** \$ -00

*Other income **S** \$ -00

*Assessable income due to changed tax status of fund **T** \$ -00

Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) **U** \$ -00

#This is a mandatory label.

*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

GROSS INCOME (Sum of labels A to U) **W** \$ -00 Loss

Exempt current pension income **Y** \$ -00

TOTAL ASSESSABLE INCOME (W less Y) **V** \$ -00 Loss

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

| DEDUCTIONS | | NON-DEDUCTIBLE EXPENSES | |
|--|---|---|--|
| Interest expenses within Australia | A1 \$ <input type="text" value="0"/> -00 | A2 \$ <input type="text" value="0"/> -00 | |
| Interest expenses overseas | B1 \$ <input type="text" value="0"/> -00 | B2 \$ <input type="text" value="0"/> -00 | |
| Capital works expenditure | D1 \$ <input type="text" value="0"/> -00 | D2 \$ <input type="text" value="0"/> -00 | |
| Decline in value of depreciating assets | E1 \$ <input type="text" value="0"/> -00 | E2 \$ <input type="text" value="0"/> -00 | |
| Insurance premiums – members | F1 \$ <input type="text" value="0"/> -00 | F2 \$ <input type="text" value="0"/> -00 | |
| SMSF auditor fee | H1 \$ <input type="text" value="0"/> -00 | H2 \$ <input type="text" value="0"/> -00 | |
| Investment expenses | I1 \$ <input type="text" value="0"/> -00 | I2 \$ <input type="text" value="0"/> -00 | |
| Management and administration expenses | J1 \$ <input type="text" value="276"/> -00 | J2 \$ <input type="text" value="0"/> -00 | |
| Forestry managed investment scheme expense | U1 \$ <input type="text" value="0"/> -00 | U2 \$ <input type="text" value="0"/> -00 | |
| Other amounts | L1 \$ <input type="text" value="0"/> -00 <input type="text" value=""/> | L2 \$ <input type="text" value="0"/> -00 <input type="text" value=""/> | |
| Tax losses deducted | M1 \$ <input type="text" value="4480"/> -00 | | |

TOTAL DEDUCTIONS
N \$ -00
 (Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES
Y \$ -00
 (Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS -00 Loss
O \$ -00
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

TOTAL SMSF EXPENSES
Z \$ -00
 (N plus Y)

#This is a mandatory label.

Fund's tax file number (TFN) *****

Section D: Income tax calculation statement

#Important:

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2022* on how to complete the calculation statement.

#Taxable income **A** \$ -00
(an amount must be included even if it is zero)

#Tax on taxable income **T1** \$
(an amount must be included even if it is zero)

#Tax on no-TFN-quoted contributions **J** \$
(an amount must be included even if it is zero)

Gross tax **B** \$
(T1 plus J)

Foreign income tax offset
C1 \$

Rebates and tax offsets
C2 \$

Non-refundable non-carry forward tax offsets
C \$
(C1 plus C2)

SUBTOTAL 1
T2 \$
(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset
D1 \$

Early stage venture capital limited partnership tax offset carried forward from previous year
D2 \$

Early stage investor tax offset
D3 \$

Early stage investor tax offset carried forward from previous year
D4 \$

Non-refundable carry forward tax offsets
D \$
(D1 plus D2 plus D3 plus D4)

SUBTOTAL 2
T3 \$
(T2 less D – cannot be less than zero)

Complying fund's franking credits tax offset
E1 \$

No-TFN tax offset
E2 \$

National rental affordability scheme tax offset
E3 \$

Exploration credit tax offset
E4 \$

Refundable tax offsets
E \$
(E1 plus E2 plus E3 plus E4)

#TAX PAYABLE **T5** \$
(T3 less E – cannot be less than zero)

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

| | |
|--|---|
| Credit for interest on early payments – amount of interest | H1 \$ <input type="text"/> |
| Credit for tax withheld – foreign resident withholding (excluding capital gains) | H2 \$ <input type="text" value="0"/> |
| Credit for tax withheld – where ABN or TFN not quoted (non-individual) | H3 \$ <input type="text" value="0"/> |
| Credit for TFN amounts withheld from payments from closely held trusts | H5 \$ <input type="text"/> |
| Credit for interest on no-TFN tax offset | H6 \$ <input type="text"/> |
| Credit for foreign resident capital gains withholding amounts | H8 \$ <input type="text"/> |
| Eligible credits | H \$ <input type="text" value="0"/> <i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i> |

| | |
|---|--|
| #Tax offset refunds (Remainder of refundable tax offsets) | I \$ <input type="text" value="356.25"/> <i>(unused amount from label E – an amount must be included even if it is zero)</i> |
|---|--|

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

| | |
|---|---|
| AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you. | S \$ <input type="text" value="-97.25"/> <i>(T5 plus G less H less I less K plus L less M plus N)</i> |
|---|---|

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2022*.

| | |
|--|--|
| Tax losses carried forward to later income years | U \$ <input type="text" value="2983"/> -00 |
| Net capital losses carried forward to later income years | V \$ <input type="text" value="0"/> -00 |

Fund's tax file number (TFN) *****

Section F: Member information

MEMBER 1

Title: MR

Family name Videka

First given name Hrvoje

Other given names

Member's TFN *****

See the Privacy note in the Declaration.

Date of birth 03/07/1979

Contributions

OPENING ACCOUNT BALANCE \$ 67211.99

Refer to instructions for completing these labels.

Employer contributions A \$ 3532.53

ABN of principal employer A1

Personal contributions B \$ 0

CGT small business retirement exemption C \$ 0

CGT small business 15-year exemption amount D \$ 0

Personal injury election E \$ 0

Spouse and child contributions F \$ 0

Other third party contributions G \$ 0

Proceeds from primary residence disposal H \$ 0

Receipt date H1

Assessable foreign superannuation fund amount I \$ 0

Non-assessable foreign superannuation fund amount J \$ 0

Transfer from reserve: assessable amount K \$ 0

Transfer from reserve: non-assessable amount L \$ 0

Contributions from non-complying funds and previously non-complying funds T \$ 0

Any other contributions (including Super Co-contributions and Low Income Super Amounts) M \$ 0

TOTAL CONTRIBUTIONS N \$ 3532.53 (Sum of labels A to M)

Other transactions

Accumulation phase account balance S1 \$ 64594.85
Retirement phase account balance - Non CDBIS S2 \$ 0
Retirement phase account balance - CDBIS S3 \$ 0

Allocated earnings or losses O \$ 6149.67

Inward rollovers and transfers P \$ 0

Outward rollovers and transfers Q \$ 0

Lump Sum payments R1 \$

Income stream payments R2 \$

Loss L

Code

Code

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 64594.85 (S1 plus S2 plus S3)

Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount Y \$

Fund's tax file number (TFN)

Section H: **Assets and liabilities**

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$ -00
 Unlisted trusts **B** \$ -00
 Insurance policy **C** \$ -00
 Other managed investments **D** \$ -00

15b Australian direct investments

Limited recourse borrowing arrangements
 Australian residential real property
J1 \$ -00
 Australian non-residential real property
J2 \$ -00
 Overseas real property
J3 \$ -00
 Australian shares
J4 \$ -00
 Overseas shares
J5 \$ -00
 Other
J6 \$ -00
 Property count
J7

Cash and term deposits **E** \$ -00
 Debt securities **F** \$ -00
 Loans **G** \$ -00
 Listed shares **H** \$ -00
 Unlisted shares **I** \$ -00
 Limited recourse borrowing arrangements **J** \$ -00
 Non-residential real property **K** \$ -00
 Residential real property **L** \$ -00
 Collectables and personal use assets **M** \$ -00
 Other assets **O** \$ -00

15c Other investments

Crypto-Currency **N** \$ -00

15d Overseas direct investments

Overseas shares **P** \$ -00
 Overseas non-residential real property **Q** \$ -00
 Overseas residential real property **R** \$ -00
 Overseas managed investments **S** \$ -00
 Other overseas assets **T** \$ -00

TOTAL AUSTRALIAN AND OVERSEAS ASSETS **U** \$ -00
 (Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?
A No Yes \$ -00

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No Yes

16 LIABILITIES

| | | | | |
|--|--|--------------------------------|-------------|--|
| Borrowings for limited recourse borrowing arrangements | V1 \$ <input type="text" value=""/> | -00 | | |
| Permissible temporary borrowings | V2 \$ <input type="text" value=""/> | -00 | | |
| Other borrowings | V3 \$ <input type="text" value=""/> | -00 | Borrowings | V \$ <input type="text" value="0"/> |
| | | | | -00 |
| Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G) | | | W \$ | <input type="text" value="64594"/> |
| | | | | -00 |
| Reserve accounts | X \$ | <input type="text" value="0"/> | | -00 |
| Other liabilities | Y \$ | <input type="text" value="0"/> | | -00 |
| TOTAL LIABILITIES | | | Z \$ | <input type="text" value="64594"/> |
| | | | | -00 |

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2021–22 income year, write **2022**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2022*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2022* for each election.

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2022*. **D**

Section K: **Declarations**

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to ato.gov.au/privacy

TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

 The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2022* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Hvideka Superfund
Investment Revaluation as at 30 June 2022

| Investment | Price Date | Market Price | Quantity | Market Value | Change in Market Value |
|---|---------------|-----------------|-----------|------------------|---------------------------|
| Listed Securities Market | | | | | |
| CBA Commonwealth Bank Of Australia. (ASX:CBA) | 30 Jun 2022 | 90.38000 | 475.00000 | 42,930.50 | (7,099.11) |
| Listed Securities Market Total | | | | 42,930.50 | (7,099.11) |
| Fund Total | | | | 42,930.50 | (7,099.11) |

Hvideka Superfund
Investment Income Comparison Report
For the period 1 July 2021 to 30 June 2022

| Payment Date | Income Type | Ledger Data | | Diff * | Announcement Data | | | | | |
|---|-------------|---------------|---------------|--------|-------------------|----------------|-----------------|---------------|---------------|--|
| | | Total Income | Tax Credits+ | | Quantity | Held < 45 Days | Amount Per Unit | Total Income | Tax Credits+ | |
| Cash At Bank | | | | | | | | | | |
| CBABACCT: CBA Accelerator Cash Account | | | | | | | | | | |
| 01/07/2021 | Interest | 5.53 | 0.00 | | | | | | | |
| 01/08/2021 | Interest | 5.71 | 0.00 | | | | | | | |
| 01/09/2021 | Interest | 5.71 | 0.00 | | | | | | | |
| 01/10/2021 | Interest | 5.53 | 0.00 | | | | | | | |
| 01/11/2021 | Interest | 5.02 | 0.00 | | | | | | | |
| 01/12/2021 | Interest | 1.41 | 0.00 | | | | | | | |
| 01/01/2022 | Interest | 1.46 | 0.00 | | | | | | | |
| 01/02/2022 | Interest | 1.46 | 0.00 | | | | | | | |
| 01/03/2022 | Interest | 1.32 | 0.00 | | | | | | | |
| 01/04/2022 | Interest | 1.52 | 0.00 | | | | | | | |
| 01/05/2022 | Interest | 1.59 | 0.00 | | | | | | | |
| 01/06/2022 | Interest | 1.68 | 0.00 | | | | | | | |
| | | 37.94 | 0.00 | | | | | | | |
| Total | | 37.94 | 0.00 | | | | | | | |
| Shares in Listed Companies | | | | | | | | | | |
| CBA: Commonwealth Bank Of Australia. (ASX:CBA) | | | | | | | | | | |
| 30/03/2022 | Dividend | 831.25 | 356.25 | | 475 | 0 | 1.7500 | 831.25 | 356.25 | |
| | | 831.25 | 356.25 | | | | | 831.25 | 356.25 | |
| Total | | 831.25 | 356.25 | | | | | 831.25 | 356.25 | |

+Note: Tax Credits refer to franking credits for domestic income and foreign tax credits where the income is foreign in nature.

Hvideka Superfund
Tax Accounting Reconciliation
For the period 1 July 2021 to 30 June 2022

| Operating Statement Profit vs. Provision for Income Tax | 2022 |
|---|-------------------|
| | \$ |
| Benefits Accrued as a Result of Operations before Income Tax | (2,617.14) |
| <u>ADD:</u> | |
| Decrease in Market Value | 7,099.11 |
| Excess Accounting Loss Carried Forward | 2,983.00 |
| <u>LESS:</u> | |
| Carry Forward Accounting Loss | 7,463.00 |
| Rounding | 1.97 |
| Taxable Income or Loss | 0.00 |

| | Income Amount | Tax Amount |
|---|----------------------|-------------------|
| Gross Tax @ 15% for Concessional Income | 0.00 | 0.00 |
| Gross Tax @ 45% for Net Non-Arm's Length Income | 0.00 | 0.00 |
| No-TFN Quoted Contributions @ 32% | 0.00 | 0.00 |
| Change in Carried Forward Losses | (4,480.00) | 0.00 |
| Provision for Income Tax | | 0.00 |

Provision for Income Tax vs. Income Tax Expense

| | |
|---------------------------------|-------------|
| Provision for Income Tax | 0.00 |
| Income Tax Expense | 0.00 |

Provision for Income Tax vs. Income Tax Payable

| | |
|--|-----------------|
| Provision for Income Tax | 0.00 |
| <u>LESS:</u> | |
| Franking Credits | 356.25 |
| Income Tax Payable (Receivable) | (356.25) |

Exempt Current Pension Income Settings

| | |
|--------------------------------|---------|
| Pension Exempt % (Actuarial) | 0.0000% |
| Pension Exempt % (Expenses) | 0.0000% |
| Assets Segregated For Pensions | No |

Hvideka Superfund

Members Summary Report - For the period 1/07/2021 to 30/06/2022

| Member's Detail | Opening Balance | Increases | | | | Decreases | | | | | Closing Balance |
|--------------------------------------|--------------------|-----------|------------|------------|-------------|-----------|------|-------------|-------------|-------------|--------------------|
| | | Contrib | Tran In | Profit | Ins Proc | Tax | Exp | Ins Prem | Tran Out | Ben Paid | |
| Mr Hrvoje Videka | | | | | | | | | | | |
| 3 Halleday Street Aldgate SA 5154 | | | | | | | | | | | |
| Accumulation Accumulation | 67,211.99 | 3,532.53 | 0.00 | (6,149.67) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 64,594.85 |
| | 67,211.99 | 3,532.53 | 0.00 | (6,149.67) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 64,594.85 |
| | 67,211.99 | 3,532.53 | 0.00 | (6,149.67) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 64,594.85 |

Hvideka Superfund
Investment Summary as at 30 June 2022

| Investment | Units | Average Cost Price | Market Price | Accounting Cost | Market Value | Unrealised Accounting Gain/(Loss) | Accounting Gain/(Loss) (%) | Portfolio Weight (%) |
|--|-----------|--------------------|--------------|------------------|------------------|-----------------------------------|----------------------------|----------------------|
| <u>Bank</u> | | | | | | | | |
| CBA Accelerator Cash Account | | | | 21,308.10 | 21,308.10 | | | 33.17% |
| | | | | 21,308.10 | 21,308.10 | | | 33.17% |
| <u>Listed Securities Market</u> | | | | | | | | |
| Commonwealth Bank Of Australia. (ASX:CBA) | 475.00000 | 105.3255 | 90.3800 | 50,029.61 | 42,930.50 | (7,099.11) | (14.19)% | 66.83% |
| | | | | 50,029.61 | 42,930.50 | (7,099.11) | (14.19)% | 66.83% |
| | | | | 71,337.71 | 64,238.60 | (7,099.11) | (9.95)% | 100.00% |

The accounting cost is the original cost base adjusted by any subsequent capital call/improvement or capital return transactions. In many cases, it is not the same as the adjusted or reduced cost base, or the reset cost base resulting from the CGT relief. To view the tax cost base and unrealised gain/(loss) for tax purposes refer to the Unrealised Capital Gains Report or change the report parameter to tax cost base.

Hvideka Superfund
Investment Income Summary
For the period 1 July 2021 to 30 June 2022

| Total Income | Add | | | Less | | | | | Taxable Income (excluding Capital Gains) | Indexed Capital Gains * | Discounted Capital Gains * | Other Capital Gains * | CGT Concession Amount * |
|---|---------------------|--------------------|----------------|-------------|---------------|-----------------|---------------------------------|-------------|--|-------------------------------|----------------------------------|-----------------------------|-------------------------------|
| | Franking Credits | Foreign Credits | TFN Credits | Tax Free | Tax Exempt | Tax Deferred | Distributed Capital Gains | GST | | | | | |
| <u>Bank</u> | | | | | | | | | | | | | |
| CBA Accelerator Cash Account | | | | | | | | | | | | | |
| 37.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37.94 | 0.00 | 0.00 | 0.00 | 0.00 |
| 37.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37.94 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>Listed Securities Market</u> | | | | | | | | | | | | | |
| Commonwealth Bank Of Australia. (ASX:CBA) | | | | | | | | | | | | | |
| 831.25 | 356.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,187.50 | 0.00 | 0.00 | 0.00 | 0.00 |
| 831.25 | 356.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,187.50 | 0.00 | 0.00 | 0.00 | 0.00 |
| 869.19 | 356.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,225.44 | 0.00 | 0.00 | 0.00 | 0.00 |

* Distributed capital gains components correspond to the cash amount received. You should refer to Realised Capital Gains or Distribution Reconciliation Reports for tax and capital gain reporting purpose.

Hvideka Superfund
(ABN: 26 160 173 014)

Consolidated Member Benefit Totals

| Period | Member Account Details |
|----------------------------|--|
| 1 July 2021 - 30 June 2022 | Residential Address: 3 Halleday Street Aldgate, SA 5154 |
| Member Number: 1 | Date of Birth: 3 July 1979 |
| Mr Hrvoje Videka | Date Joined Fund: 21 February 2016 |
| | Eligible Service Date: 21 February 2016 |
| | Tax File Number Held: Yes |

*Note: this report provides a consolidated view of the Member's interests in the SMSF
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts

| | |
|--|------------------|
| Withdrawal Benefit as at 1 Jul 2021 | |
| Accumulation | 67,211.99 |
| Total as at 1 Jul 2021 | 67,211.99 |

| | |
|---|------------------|
| Withdrawal Benefit as at 30 Jun 2022 | |
| Accumulation | 64,594.85 |
| Total as at 30 Jun 2022 | 64,594.85 |

Your Tax Components

| | |
|-------------------|-----------|
| Tax Free | - |
| Taxable - Taxed | 64,594.85 |
| Taxable - Untaxed | - |

Your Preservation Components

| | |
|----------------------------|-----------|
| Preserved | 64,594.85 |
| Restricted Non Preserved | - |
| Unrestricted Non Preserved | - |

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
mail Hvideka Superfund, 3 Halleday Street, Aldgate SA 5154

Hvideka Superfund
(ABN: 26 160 173 014)

Member Benefit Statement

| Period | Member Account Details |
|----------------------------|--|
| 1 July 2021 - 30 June 2022 | Residential Address: 3 Halleday Street Aldgate, SA 5154 |
| Member Number: 1 | Date of Birth: 3 July 1979 |
| Mr Hrvoje Videka | Date Joined Fund: 21 February 2016 |
| Accumulation Account | Eligible Service Date: 21 February 2016 |
| Accumulation | Tax File Number Held: Yes |
| | Account Start Date: 21 February 2016 |

| Your Account Summary | |
|---|-------------------------|
| Withdrawal Benefit as at 1 Jul 2021 | 67,211.99 |
| <i>Increases to your account:</i> | |
| Employer Contributions | 3,532.53 |
| Tax on Net Fund Income | 529.88 |
| <u>Total Increases</u> | <u>4,062.41</u> |
| <i>Decreases to your account:</i> | |
| Contributions Tax | 529.88 |
| Share Of Net Fund Income | 6,149.67 |
| <u>Total Decreases</u> | <u>6,679.55</u> |
| Withdrawal Benefit as at 30 Jun 2022 | <u>64,594.85</u> |

| Your Tax Components | |
|---------------------|------------|
| Tax Free | 0.0000 % - |
| Taxable - Taxed | 64,594.85 |
| Taxable - Untaxed | - |

| Your Preservation Components | |
|------------------------------|-----------|
| Preserved | 64,594.85 |
| Restricted Non Preserved | - |
| Unrestricted Non Preserved | - |

Your Insurance Benefits
No insurance details have been recorded

Your Beneficiaries
No beneficiary details have been recorded

For Enquiries:
mail Hvideka Superfund, 3 Halleday Street, Aldgate SA 5154



Trustee

The Trustee of the Fund is as follows:

ACN 610 844 016 Pty Ltd

The directors of the Trustee company are:

Hrvoje Videka

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Hrvoje Videka
Director - ACN 610 844 016 Pty Ltd

Statement Date: 30 June 2022

For Enquiries:
mail Hvideka Superfund, 3 Halleday Street, Aldgate SA 5154

Hvideka Superfund
Contribution Caps
For the Period From 1 July 2021 to 30 June 2022

Mr Hrvoje Videka

Date of Birth: 03 Jul 1979
Age: 42 (at 30/06/2022)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions **Non-Concessional**
Contributions for the previous 2 years are not confirmed
3-year cap in effect from previous years Unknown
Total non-concessional contributions in previous 2 years **Unknown**

| Current Year Contributions | Note | Concessional | Non-Concessional |
|-------------------------------------|------|--------------|------------------|
| Caps | 1 | 27,500.00 | 110,000.00 |
| Cumulative Available Unused Cap | 2 | 75,000.00 | 0.00 |
| Contributions made (to this fund) | 3 | 3,532.53 | 0.00 |
| Contributions made (to other funds) | | 0.00 | 0.00 |
| Contributions as allocated | | 3,532.53 | 0.00 |
| Amount above caps | 4 | 0.00 | 0.00 |
| Available | | 98,967.47 | 110,000.00 |

Notes

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

| <u>Income Type</u> | <u>Contribution Type</u> | <u>Amount</u> |
|------------------------|---|-----------------|
| Concessional | Employer | 3,532.53 |
| | Personal | 0.00 |
| | Family and friends | 0.00 |
| | Foreign superannuation fund | 0.00 |
| | Transfers from reserve | 0.00 |
| | Contributions as allocated | 3,532.53 |
| NonConcessional | Personal | 0.00 |
| | Spouse | 0.00 |
| | Child | 0.00 |
| | Transfers from reserve | 0.00 |
| | Foreign superannuation fund | 0.00 |
| | Contributions as allocated | 0.00 |
| Other | CGT small business 15-year exemption | 0.00 |
| | CGT small business retirement exemption | 0.00 |
| | Government Co-Contributions | 0.00 |
| | Directed termination payment (taxed) | 0.00 |
| | Directed termination payment (untaxed) | 0.00 |
| | Personal injury election | 0.00 |
| | Downsizer Contribution | 0.00 |
| | COVID-19 Re-Contribution | 0.00 |
| | Total Other contributions | 0.00 |

Transactions

| Date | Contribution Type | Concessional | Non-Concessional | Other | Source |
|------|-------------------|--------------|------------------|-------|--------|
|------|-------------------|--------------|------------------|-------|--------|

Hvideka Superfund
Contribution Caps
For the Period From 1 July 2021 to 30 June 2022

Mr Hrvoje Videka

| | | | |
|----------------|-------------------|-----------------|--------|
| 04/03/2022 | Employer Mandated | 184.31 | manual |
| 10/03/2022 | Employer Mandated | 614.35 | manual |
| 07/04/2022 | Employer Mandated | 921.53 | manual |
| 19/05/2022 | Employer Mandated | 583.64 | manual |
| 02/06/2022 | Employer Mandated | 614.35 | manual |
| 30/06/2022 | Employer Mandated | 614.35 | manual |
| Totals: | | 3,532.53 | |

Hvideka Superfund
Investment Movement Summary
For the period 1 July 2021 to 30 June 2022

| Investment | Opening Balance | | Acquisitions | | Disposals | | | Closing Balance | | |
|--|-----------------|-------------------------|--------------|-------------------------|-----------|-------------------------|--------------------|-----------------|-------------------------|-------------------------|
| | Qty | Cost | Qty | Cost | Qty | Proceeds | Profit/(Loss) | Qty | Cost | Market Value |
| <u>Bank</u> | | | | | | | | | | |
| CBA Accelerator Cash Account | | 67,211.99 | | 4,401.72 | | 50,305.61 | 0.00 | | 21,308.10 | 21,308.10 |
| | | <u>67,211.99</u> | | <u>4,401.72</u> | | <u>50,305.61</u> | <u>0.00</u> | | <u>21,308.10</u> | <u>21,308.10</u> |
| <u>Listed Securities Market</u> | | | | | | | | | | |
| Commonwealth Bank Of Australia. (ASX:CBA) | 0.00 | 0.00 | 475.00 | 50,029.61 | 0.00 | 0.00 | 0.00 | 475.00 | 50,029.61 | 42,930.50 |
| | | <u>0.00</u> | | <u>50,029.61</u> | | <u>0.00</u> | <u>0.00</u> | | <u>50,029.61</u> | <u>42,930.50</u> |
| Fund Total | | <u><u>67,211.99</u></u> | | <u><u>54,431.33</u></u> | | <u><u>50,305.61</u></u> | <u><u>0.00</u></u> | | <u><u>71,337.71</u></u> | <u><u>64,238.60</u></u> |

Inquires 1300 300 630

Issue date 18 Feb 22

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 62265432

Check this statement carefully

You are legally obligated to ensure that all your company details listed on this company statement are complete and correct. This is required under s346C (1) and/or s346B and s346C (2) of the *Corporations Act 2001*.

You must check this statement carefully and inform ASIC of any changes or corrections immediately. **Do not return this statement.** You must notify ASIC within 28 days after the date of change, and within 28 days after the date of issue of your annual company statement. Late lodgement of changes will result in late fees. These requirements do not apply to the **Additional company information**.

ACN 610 844 016
FOR A.C.N. 610 844 016 PTY. LTD.

REVIEW DATE: 18 February 22

You must notify ASIC of any changes to company details — Do not return this statement



To make changes to company details or amend incorrect information

- go to www.asic.gov.au/changes
- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



Phone if you've already notified ASIC of changes but they are not shown correctly in this statement.
Ph: 1300 300 630



Use your agent.

Company Statement

These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply. **Do not return this statement.**

1 **Registered office**
38 CORTLYNE ROAD ROSTREVOR SA 5073

2 **Principal place of business**
38 CORTLYNE ROAD ROSTREVOR SA 5073

3 **Officeholders**

| | |
|-----------------|------------------------------------|
| Name: | HRVOJE VIDEKA |
| Born: | MODBURY SA |
| Date of birth: | 03/07/1979 |
| Address: | 38 CORTLYNE ROAD ROSTREVOR SA 5073 |
| Office(s) held: | DIRECTOR, APPOINTED 18/02/2016 |

4 **Company share structure**

| Share class | Shares description | Number issued | Total amount paid on these shares | Total amount unpaid on these shares |
|-------------|--------------------|---------------|-----------------------------------|-------------------------------------|
| ORD | ORDINARY | 1 | \$1.00 | \$0.00 |

5 **Members**

These details continue on the next page

A.C.N. 610 844 016 PTY. LTD. ACN 610 844 016

Page 1 of 2

Company statement continued

Name: HRVOJE VIDEKA

Address: 38 CORTLYNE ROAD ROSTREVOR SA 5073

| Share Class | Total number held | Fully paid | Beneficially held |
|-------------|-------------------|------------|-------------------|
| ORD | 1 | Yes | Yes |

You must notify ASIC within 28 days of the date of change, and within 28 days of the issue date of the annual company statement. Late lodgement of changes will result in late fees.

End of company statement

This concludes the information to which the company must respond (if incorrect) under s346C of the *Corporations Act 2001*.

Additional company information

This information is optional under the *Corporations Act 2001*. Late lodgement fees or late review fees do not apply to this information. To add, remove or change a contact address, see www.asic.gov.au/addresses.

6 Contact address for ASIC use only

Registered agent name: SMSF AUSTRALIA PTY LTD
Registered agent number: 46046
Address: PO BOX 230 GLEN OSMOND SA 5064

**ASIC**

Australian Securities & Investments Commission

ABN 86 768 265 615

A.C.N. 610 844 016 PTY. LTD.
 SMSF AUSTRALIA PTY LTD
 PO BOX 230 GLEN OSMOND SA 5064

INVOICE STATEMENT

Issue date 18 Feb 22

A.C.N. 610 844 016 PTY. LTD.

ACN 610 844 016

Account No. 22 610844016

Summary

| | |
|--------------------|-----------------|
| Opening Balance | \$0.00 |
| New items | \$276.00 |
| Payments & credits | \$0.00 |
| TOTAL DUE | \$276.00 |

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

Transaction details are listed on the back of this page

Inquiries

www.asic.gov.au/invoices

1300 300 630

Please pay

| | |
|--------------|-----------------|
| Immediately | \$0.00 |
| By 18 Apr 22 | \$276.00 |

If you have already paid please ignore this invoice statement.

- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.

**ASIC**

Australian Securities & Investments Commission

PAYMENT SLIP**A.C.N. 610 844 016 PTY. LTD.**

ACN 610 844 016

Account No: 22 610844016



22 610844016

| | |
|------------------|-----------------|
| TOTAL DUE | \$276.00 |
| Immediately | \$0.00 |
| By 18 Apr 22 | \$276.00 |

Payment options are listed on the back of this payment slip



Bill Code: 17301
Ref: 2296108440167



*814 129 0002296108440167 77

Transaction details:

page 2 of 2

| | Transactions for this period | ASIC reference | \$ Amount |
|------------|---------------------------------|-----------------|-----------|
| 2022-02-18 | Annual Review - Pty Co | 3X9199407480B A | \$276.00 |
| | Outstanding transactions | | |
| 2022-02-18 | Annual Review - Pty Co | 3X9199407480B A | \$276.00 |

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 1084 4016 777

Australia Post

Present this payment slip. Pay by cash, cheque or EFTPOS

Phone

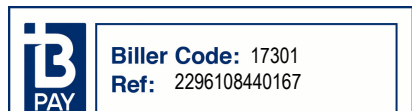
Call 13 18 16 to pay by Mastercard or Visa

On-line

Go to postbillpay.com.au to pay by Mastercard or Visa

Mail

Mail this payment slip and cheque (do not staple) to ASIC,
Locked Bag 5000, Gippsland Mail Centre VIC 3841



Biller Code: 17301
Ref: 2296108440167

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Financial Year Summary

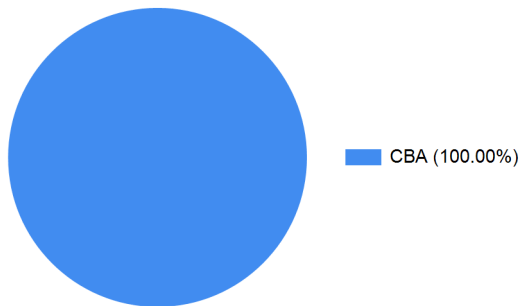
1 JULY 2021 - 30 JUNE 2022



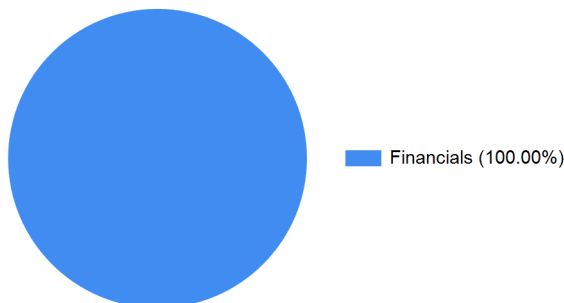
| Portfolio Valuation | Account Number | Account Name | Value as at 30 June 2022 |
|------------------------------|----------------|--|--------------------------|
| Shares | 2747534 | ACN 610 844 016 PTY LTD <HVIDEKA SUPERFUND A/C> | \$42,930.50 |
| TOTAL PORTFOLIO VALUE | | | \$42,930.50 |

Allocation as at 30 June 2022

Shares in your portfolio



Sectors in your portfolio



Estimated Interest & Dividends 2021-2022 Financial Year

| | |
|--|-----------------|
| Est. Franked Dividends | \$831.25 |
| Est. Unfranked Dividends | \$0.00 |
| Est. Franking Credits | \$356.25 |
| Est. Interest Received from Interest Rate Securities | \$0.00 |
| TOTAL INCOME | \$831.25 |

Fees & Charges 2021-2022 Financial Year

| | |
|---------------------------------|-----------------|
| Total Brokerage (inc. GST) | \$154.61 |
| Total Subscriptions (inc. GST) | \$0.00 |
| Other Fees (inc. GST) | \$0.00 |
| TOTAL FEES & CHARGES | \$154.61 |

Financial Year Summary

1 JULY 2021 - 30 JUNE 2022



This statement only provides information for CDIA accounts that have been designated as the settlement account for your Commonwealth Securities Limited Share Trading account as at 30 June. Please refer to NetBank for interest income from all other CBA accounts.

The interest shown is net of any non-resident or TFN withholding tax (if applicable). Please refer to Netbank for bank fees paid on your designated CDIA settlement account in the financial year.

The total brokerage outlined does not include any rebates you may have received over the financial year. Refer to your transaction statement records for this information.

This report only includes an estimate of dividends paid for holdings held with Commonwealth Securities Limited as at the ex-dividend date. For instance, any dividends paid prior to holdings being transferred to Commonwealth Securities Limited are not included.

This statement is an estimated summary document only and it is not intended to replace any document which contains information that may be required for taxation purposes. You should therefore refer to your CHESSE statements, dividend statements, confirmation contract notes and other investment or bank account statements for your records in this regard. This statement may not include information on accounts which have been closed, switched product type, transferred Holder Identification Number (HIN), or switched Participant Identification Number (PID) during the financial year.

This statement is issued by Commonwealth Securities Limited ABN 60 067 254 399 AFSL 238814, a market participant of ASX and Cboe Australia Pty Ltd (formerly Chi-X Australia Pty Limited), a clearing participant of ASX Clear Pty Limited and a settlement participant of ASX Settlement Pty Limited. Commonwealth Securities Limited is a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945 ("CBA"). Information contained in this statement is believed to be accurate at the time the statement is generated. CBA and its subsidiaries do not accept any liability for any errors or omissions contained in this statement, or any responsibility for any action taken in reliance on this statement. This document contains general information only and does not take into account your individual objectives, financial and taxation situations or needs. Before acting on the information, consider the appropriateness of your own objectives, needs, financial and taxation situation and, if necessary, seek appropriate independent financial and taxation advice. CBA is not a registered tax (financial) adviser under the Tax Agent Services Act 2009. If there are any errors in this statement, please contact us.

Address: Commonwealth Securities Limited, Locked Bag 22, Australia Square NSW 1215 | Phone: 13 15 19 | Website: www.commsec.com.au

If you are not satisfied with the service or advice you receive from us, you are entitled to complain. We have established procedures to ensure that all enquiries and complaints are properly dealt with. Please refer to our Financial Services Guide for more information. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Website: www.afca.org.au, Telephone: 1800 931 678 (free call), Email: info@afca.org.au, In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

Portfolio Valuation

30 JUNE 2022



SHARES - 2747534 - HIN 72922760

ACN 610 844 016 PTY LTD <HVIDEKA SUPERFUND A/C>

| Portfolio | Units | Unit Price | Portfolio Value | % of Portfolio |
|--|-------|------------------|--------------------|----------------|
| CBA - COMMONWEALTH BANK. FPO (ORDINARY FULLY PAID) | 475 | \$90.3800 | \$42,930.50 | 100.00% |
| | | Sub Total | \$42,930.50 | 100.00% |

The total brokerage outlined does not include any rebates you may have received over the financial year. Refer to your transaction statement records for this information.

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Transaction Summary

1 JULY 2021 - 30 JUNE 2022



ACN 610 844 016 PTY LTD <HVIDEKA
SUPERFUND A/C>

SHARES - 2747534 - HIN 72922760

| Total Buys and Sells | 2021 - 2022 Financial Year |
|------------------------------------|----------------------------|
| Total Buys (inc. Brokerage + GST) | \$50,029.61 |
| Total Sells (inc. Brokerage + GST) | \$0.00 |

CBA - COMMONWEALTH BANK. FPO (ORDINARY FULLY PAID)

| Date | Type | Quantity | Unit Price | Trade Value | Brokerage+GST | GST | CNote | Total Value |
|------------------|------|----------|------------|-------------|-----------------|----------------|-----------|--------------------|
| 25-Oct-2021 | Buy | 475 | \$105.0000 | \$49,875.00 | \$154.61 | \$14.06 | 125330894 | \$50,029.61 |
| Sub Total | | | | | \$154.61 | \$14.06 | | \$50,029.61 |

Transaction Summary

1 JULY 2021 - 30 JUNE 2022



The transaction summary is only able to display information available to Commonwealth Securities Limited. Certain transactions may not be displayed, including but not limited to transactions made off market such as Initial Public Offerings (IPOs) and Delivery vs Payment Settlements (DvP). Transactions regarding corporate actions or stock transfers are not included and can be found on your statements as issued by the company or the share registry. Transactions for Issuer Sponsored holdings placed outside of this account are not included in this summary. Links to some of the key share registries can be found below:

Computershare (<http://www.computershare.com/au/Pages/default.aspx>)
Link Market Services (<https://investorcentre.linkmarketservices.com.au/Login.aspx/Login>)
Boardroom Limited (<https://boardroomlimited.com.au>)
Security Transfer Registrars (<https://www.securitytransfer.com.au>)
Advanced Share Registry Services (<http://www.advancedshare.com.au/Home.aspx>)

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Interest & Estimated Dividend Summary



1 JULY 2021 - 30 JUNE 2022

SHARES - 2747534 - HIN 72922760

ACN 610 844 016 PTY LTD <HVIDEKA SUPERFUND A/C>

ESTIMATED DIVIDEND SUMMARY

CBA - COMMONWEALTH BANK. FPO (ORDINARY FULLY PAID)

| Ex-div date | Payment Date | Type | Dividend per share | Units | Est. Unfranked Amount | Est. Franked Amount | Est. Total Dividend | Est. Franking Credit |
|------------------|--------------|---------|--------------------|-------|-----------------------|---------------------|---------------------|----------------------|
| 16-Feb-2022 | 30-Mar-2022 | Interim | \$1.7500 | 475 | \$0.00 | \$831.25 | \$831.25 | \$356.25 |
| Sub Total | | | | | \$0.00 | \$831.25 | \$831.25 | \$356.25 |
| TOTAL | | | | | \$0.00 | \$831.25 | \$831.25 | \$356.25 |

ESTIMATED INTEREST RECEIVED

There are no transactions on this account.

TOTAL

\$0.00

Interest & Estimated Dividend Summary



1 JULY 2021 - 30 JUNE 2022

(1) This is an estimate prepared by Commonwealth Securities Limited based upon units that you hold in accordance with our records and may not distinguish between cash dividends or dividends reinvested through any particular company's dividend reinvestment plan. Your actual entitlement will be determined by information recorded in the company's share registry at the relevant record dates. Amounts that may have been withheld for failing to provide your tax file number to your share registries are not disclosed on this report.

Dividends are estimated by CommSec based on the total registered Units held on the Record Date of the dividend. The following fields are estimated in accordance with the calculations outlined below:

- (a) Units = Total registered units of security held on the Record Date of the dividend
- (b) Est. Unfranked Amount = Units X Dividend per security X Unfranked %
- (c) Est. Franked Amount = Units X Dividend per security X Franked %
- (d) Est. Franking Credit = (Est. Franked Amount X company tax rate)/(100 - company tax rate)
- (e) Est. Total Dividend = Units x Dividend per security

(2) In order to be eligible to claim the benefit of a franking credit, you must be a 'qualified person'. You will be a qualified person if you satisfy:

One of the specific concessions in the legislation (for example, you are an individual whose total franking credit entitlement for the income year does not exceed \$5,000); and/or

The 45-day rule

The 45-day rule requires that if you are an Australian tax resident shareholder, you must have held the security 'at risk' for at least 45 consecutive days, not including date of purchase and date of sale. Where the 45 day holding requirement has not been satisfied, the 45-day rule may apply to deny the franking credits attached to the dividend received in respect of the particular security. The 45-day rule is complex. You should obtain your own taxation advice to understand how these provisions apply to you.

Please refer to the statements provided by the Share Registry for tax return purposes. These may include details of any foreign tax credits you may be entitled to and breakdown of any trust distribution you may have received.

For details of the components of your ASX listed trust distributions you will need to refer to the Annual Tax Statement issued by the trust manager.

The total brokerage outlined does not include any rebates you may have received over the financial year. Refer to your transaction statement records for this information.

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Interest & Estimated Dividend Summary



1 JULY 2021 - 30 JUNE 2022

GLOSSARY

| | |
|------------------------------------|--|
| Units | The number of registered securities that you own. |
| Unit Price | The Portfolio Valuation 'Unit Price' is calculated using a 'Reference' Price provided by the ASX which takes into account an adjustment to determine value at Close of Market if the Security does not trade in the Closing Single Price Auction on the Valuation Date. |
| Brokerage | The fee or charge that is paid by you when transacting a buy or sell. |
| Holder Identification Number (HIN) | When you are CHESS sponsored with a Broker you will be issued a unique number, called a HIN. Multiple holdings can be registered under the single HIN. A HIN starts with the letter X and usually followed by 10 numbers, e.g. X0001234567. |
| Dividend | A dividend is a payment made to shareholders from the company. This payment is a portion of the company's profits. ASX listed companies typically pay dividends twice a year, usually as an 'interim' dividend and a 'final dividend'. From time to time, a company may also pay a 'special' dividend. |
| Ex-dividend date | The ex-dividend date occurs two business days before the company's Record Date. To be entitled to a dividend a shareholder must have purchased the shares before the ex-dividend date. If you purchase shares on or after that date, the previous owner of the shares (and not you) is entitled to the dividend. |
| Interim dividend | A dividend paid during the year, usually accompanying a company's interim financial statements. |
| Final dividend | A dividend paid at the end of a company's financial year, representing a return based on the previous twelve months' financial performance and the future outlook. |
| Special dividend | A dividend paid by the company outside typical recurring (interim and final) dividend cycle. |
| Record date | The record date is the date the share registries use in determining who is entitled to a dividend or entitlement associated with a security. Those who held the security in the company and were on the register on the record date are eligible for the entitlement. |
| Payment date | The date on which a declared dividend is scheduled to be paid. |
| Unfranked dividend | Dividends which do not carry a franking credit. |
| Franked dividend | Franked dividends are paid to security holders out of profits on which the company has already paid tax. |
| Franking /Imputation Credit | A franking credit is your share of tax paid by a company on the profits from which your dividend is paid. They are also known as Imputation Credits. |
| Total subscription | Total subscription can include, but is not limited to market data and research subscription fees and share trade alerts. |
| Other fees | Other fees can include, but are not limited to: Off market transfer fees, conditional trading fees, rejection fees, early and late settlement fees, fail fees, SRN query, rebooking fees, cheque payment fee or cheque dishonour fees and the printing and posting of contract notes. |
| Corporate action (CA) | Any action initiated by the company or corporation, for the purpose of giving an entitlement to shareholders. |



Your Statement

Statement 22 (Page 1 of 1)

Account Number 06 7167 18991230

Statement Period 1 Jul 2021 - 30 Sep 2021

Closing Balance \$67,228.94 CR

Enquiries 13 2221



047

HVIDEKA SUPERFUND
 38 CORTLYNE RD
 ROSTREVOR SA 5073

Accelerator Cash Account

Name: ACN 610 844 016 PTY LTD ATF HVIDEKA SUPE
 RFUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

| Date | Transaction | Debit | Credit | Balance |
|-------------|---|-------|--------|----------------|
| 01 Jul | 2021 OPENING BALANCE | | | \$67,211.99 CR |
| 01 Jul | CREDIT INTEREST EARNED on this account to June 30, 2021 is \$141.48 | | | |
| 01 Jul | Credit Interest | | 5.53 | \$67,217.52 CR |
| 01 Aug | Credit Interest | | 5.71 | \$67,223.23 CR |
| 01 Sep | Credit Interest | | 5.71 | \$67,228.94 CR |
| 30 Sep 2021 | CLOSING BALANCE | | | \$67,228.94 CR |

| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
|-----------------|---|--------------|---|---------------|---|-----------------|
| \$67,211.99 CR | | Nil | | \$16.95 | | \$67,228.94 CR |

Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|--------------------------------------|
| 30 Sep | \$0.00 and over | 0.10% |

Note. Interest rates are effective as at the date shown but are subject to change.



23356.43748.1.1.ZZ258R3.0303.SL.R3.S919.D273.OV06.00.33



Your Statement

Statement 23 (Page 1 of 2)

Account Number 06 7167 18991230

Statement Period 1 Oct 2021 - 30 Dec 2021

Closing Balance \$17,211.29 CR

Enquiries 13 2221



047

HVIDEKA SUPERFUND
 38 CORTLYNE RD
 ROSTREVOR SA 5073

Accelerator Cash Account

Name: ACN 610 844 016 PTY LTD ATF HVIDEKA SUPE
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| Date | Transaction | Debit | Credit | Balance |
|--------|---|-----------|--------|----------------|
| 01 Oct | 2021 OPENING BALANCE | | | \$67,228.94 CR |
| 01 Oct | Credit Interest | | 5.53 | \$67,234.47 CR |
| 27 Oct | Direct Debit 062934 COMMSEC SECURITI COMMSEC | 50,029.61 | | \$17,204.86 CR |
| 01 Nov | Credit Interest | | 5.02 | \$17,209.88 CR |
| 01 Dec | Credit Interest | | 1.41 | \$17,211.29 CR |
| 30 Dec | 2021 CLOSING BALANCE | | | \$17,211.29 CR |

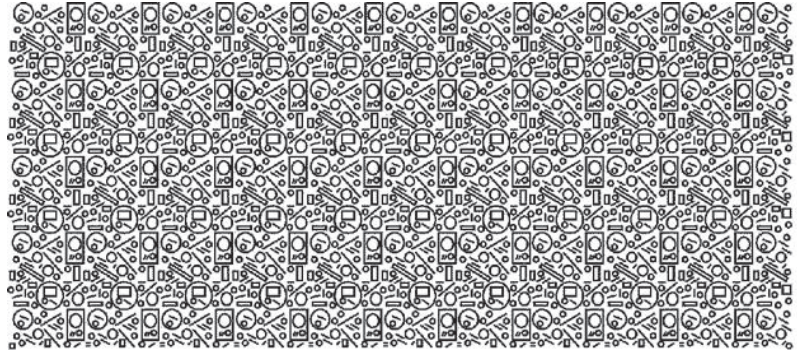
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
|-----------------|---|--------------|---|---------------|---|-----------------|
| \$67,228.94 CR | | \$50,029.61 | | \$11.96 | | \$17,211.29 CR |

Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|--------------------------------------|
| 30 Dec | \$0.00 and over | 0.10% |

Note. Interest rates are effective as at the date shown but are subject to change.



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Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



Account Number 06 7167 18991230

Statement Period 31 Dec 2021 - 30 Mar 2022

Closing Balance \$18,845.44 CR

Enquiries 13 2221



047

HVIDEKA SUPERFUND
 38 CORTLYNE RD
 ROSTREVOR SA 5073

Accelerator Cash Account

Name: ACN 610 844 016 PTY LTD ATF HVIDEKA SUPE
 RFUND

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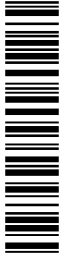
| Date | Transaction | Debit | Credit | Balance |
|-------------|---|-------|--------|----------------|
| 31 Dec 2021 | OPENING BALANCE | | | \$17,211.29 CR |
| 01 Jan | Credit Interest | | 1.46 | \$17,212.75 CR |
| 01 Feb | Credit Interest | | 1.46 | \$17,214.21 CR |
| 01 Mar | Credit Interest | | 1.32 | \$17,215.53 CR |
| 04 Mar | Direct Credit 361578 QUICKSUPER QUICKSPR3157911174 | | 184.31 | \$17,399.84 CR |
| 10 Mar | Direct Credit 361578 QUICKSUPER QUICKSPR3161642708 | | 614.35 | \$18,014.19 CR |
| 30 Mar | Direct Credit 401507 CBA ITM DIV 001272242807 | | 831.25 | \$18,845.44 CR |
| 30 Mar 2022 | CLOSING BALANCE | | | \$18,845.44 CR |

| | | | | | | |
|------------------------|---|---------------------|---|----------------------|---|------------------------|
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
| \$17,211.29 CR | | Nil | | \$1,634.15 | | \$18,845.44 CR |

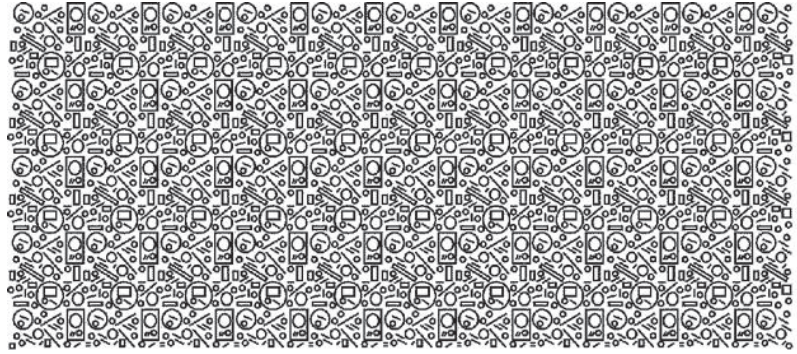
Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|--------------------------------------|
| 30 Mar | \$0.00 and over | 0.10% |

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1992.6383.1.1 ZZ258R3 0303 SL.R3.S913.D089.O V06.00.35

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Account Number 06 7167 18991230

Statement Period 31 Mar 2022 - 30 Jun 2022

Closing Balance \$21,308.10 CR

Enquiries 13 2221



047

HVIDEKA SUPERFUND
 38 CORTLYNE RD
 ROSTREVOR SA 5073

Accelerator Cash Account

Name: ACN 610 844 016 PTY LTD ATF HVIDEKA SUPE
 RFUND

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| Date | Transaction | Debit | Credit | Balance |
|--------|---|--------|--------|----------------|
| 31 Mar | 2022 OPENING BALANCE | | | \$18,845.44 CR |
| 01 Apr | Credit Interest | | 1.52 | \$18,846.96 CR |
| 05 Apr | ASIC NetBank BPAY 17301 2296108440167 | 276.00 | | \$18,570.96 CR |
| 07 Apr | Direct Credit 361578 QUICKSUPER QUICKSPR3181123378 | | 921.53 | \$19,492.49 CR |
| 01 May | Credit Interest | | 1.59 | \$19,494.08 CR |
| 19 May | Direct Credit 361578 QUICKSUPER QUICKSPR3209892449 | | 583.64 | \$20,077.72 CR |
| 01 Jun | Credit Interest | | 1.68 | \$20,079.40 CR |
| 02 Jun | Direct Credit 361578 QUICKSUPER QUICKSPR3220111251 | | 614.35 | \$20,693.75 CR |
| 30 Jun | Direct Credit 361578 QUICKSUPER QUICKSPR3240609557 | | 614.35 | \$21,308.10 CR |
| 30 Jun | 2022 CLOSING BALANCE | | | \$21,308.10 CR |

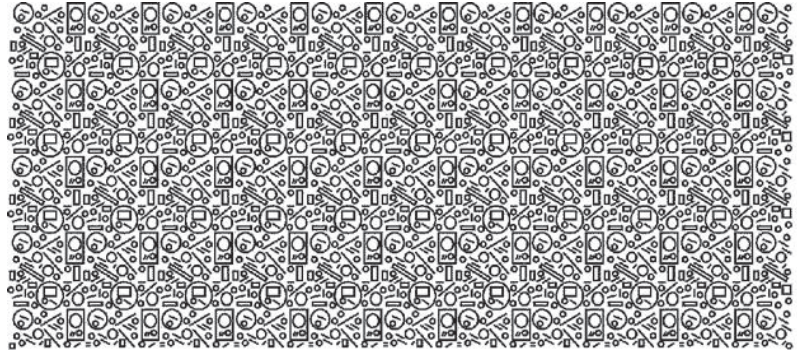
| | | | | | | |
|------------------------|---|---------------------|---|----------------------|---|------------------------|
| Opening balance | - | Total debits | + | Total credits | = | Closing balance |
| \$18,845.44 CR | | \$276.00 | | \$2,738.66 | | \$21,308.10 CR |

Your Credit Interest Rate Summary

| Date | Balance | Standard Credit Interest Rate (p.a.) |
|--------|-----------------|--------------------------------------|
| 30 Jun | \$0.00 and over | 0.10% |

Note. Interest rates are effective as at the date shown but are subject to change.

** 1622.3335.1.1 ZZ258R3 0303 SL.R3.S913.D181.O V06.00.35

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Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



Australian Government
Australian Taxation Office

Agent SMSF AUSTRALIA PTY LTD
Client THE TRUSTEE FOR HVIDEKA
SUPERFUND
ABN 26 160 173 014
TFN 978 307 546

Activity statement 004

| | |
|-----------------------|---------------|
| Date generated | 19 April 2023 |
| Overdue | \$0.00 |
| Not yet due | \$0.00 |
| Balance | \$0.00 |

Transactions

1 results found - from **19 April 2021** to **19 April 2023** sorted by **processed date** ordered **newest to oldest**

| Processed date | Effective date | Description | Debit (DR) | Credit (CR) | Balance |
|-----------------------|-----------------------|---|-------------------|--------------------|----------------|
| 6 Jun 2022 | 16 May 2022 | Original Activity Statement for the period ending 30 Jun 21 | | \$0.00 | \$0.00 |



Australian Government
Australian Taxation Office

Agent SMSF AUSTRALIA PTY LTD
Client THE TRUSTEE FOR HVIDEKA
 SUPERFUND
ABN 26 160 173 014
TFN 978 307 546

Income tax 002

| | | |
|-----------------------|---------------|---|
| Date generated | 19 April 2023 | |
| Overdue | \$0.00 | |
| Not yet due | \$0.00 | ■ |
| Balance | \$0.00 | |

Transactions

4 results found - from **19 April 2021** to **19 April 2023** sorted by **processed date** ordered **newest to oldest**

| Processed date | Effective date | Description | Debit (DR) | Credit (CR) | Balance |
|----------------|----------------|--|------------|-------------|-------------|
| 25 Jul 2022 | 25 Jul 2022 | General interest charge | | | \$0.00 |
| 25 Jul 2022 | 22 Jul 2022 | Payment received | | \$259.00 | \$0.00 |
| 25 Jul 2022 | 1 Jul 2022 | General interest charge | | | \$259.00 DR |
| 22 Jul 2022 | 16 May 2022 | Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21 | \$259.00 | | \$259.00 DR |



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

| |
|-------------------|
| Hvideka Superfund |
|-------------------|

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993 (SISA)* and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

TRUSTEE DUTIES

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION


By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Hrvoje Videka

Trustee's or director's signature




Date

Day: 12 / Month: 03 / Year: 2021

Witness' name (witness must be 18 years old or over)

Emily Cooper

Witness' signature



Date

Day: 12 / Month: 03 / Year: 2021

Documentation to be signed and kept by you

- SMSF Trust Deed

Hvideka Superfund

SMSF Trust Deed

To view and download the original SMSF Trust Deed, please log in to your ESUPERFUND Client Portal at clientportal.esuperfund.com.au with login details provided to you in the email when you submitted your SMSF Application. Please contact our office if you have not received this email

Please find enclosed the important pages of the SMSF Trust Deed that should be signed and retained by you.

Superannuation Trust Deed for a Self-Managed Fund

Hvideka Superfund

The Trustee named in the Schedule
and

The Members named in the Schedule

Schedule 2

Fund Details:

| | |
|--------------------------|-------------------------------------|
| Fund name: | Hvideka Superfund |
| Fund establishment date: | 21 February 2016 |
| Fund address: | 38 Cortlyne Rd ROSTREVOR SA 5073 |

Initial Trustee Details:

| | |
|-------------------------|-------------------------------------|
| Trustee name: | A.C.N. 610 844 016 PTY. LTD. |
| Australian Company No.: | 610 844 016 |
| Trustee address: | 38 Cortlyne Rd ROSTREVOR SA 5073 |
| Directors name(s): | Hrvoje Videka |

Initial Member Details:

| | |
|------------------|---------------|
| Members name(s): | Hrvoje Videka |
|------------------|---------------|

EXECUTED BY THE PARTIES AS A DEED:

Executed by A.C.N. 610 844 016 PTY. LTD.)
ACN 610 844 016 as trustee for the Hvideka)
Superfund in accordance with section 126(1) of the
Corporations Act 2001:

SIGNED SEALED AND DELIVERED by)
the Director in the presence of:)

H. Videka
.....
Hrvoje Videka
Sole Director



Margit Schuller
.....
Signature of witness

Margit Katalin Schuller
.....
Name of Witness

ANY person over 18 years of age who is Not a Fund Trustee or Member can be a witness to the Trust Deed.

SIGNED SEALED AND DELIVERED by)
the Member in the presence of:)

H. Videka
.....
Hrvoje Videka



Margit Schuller
.....
Signature of witness

Margit Katalin Schuller
.....
Name of witness

ANY person over 18 years of age who is Not a Fund Trustee or Member can be a witness to the Trust Deed.

Schedule 3 Member Application Form

Sample Only

Member Application Form
[##Name of Fund] (Fund)

Date:

To the Trustee
[##Name of fund]
[##Address of trustee]

The person named below, applies to become a member of the Fund and agrees to be bound by, and to comply with, the terms of the deed by which the Fund was established, as if the person had been a member of the Fund, and a party to that deed, from the date on which the trustee accepts the person's application for membership.

Signed for and on behalf of the person applying for membership:

.....

Applicant name:

Applicant address:

Applicant date of birth:

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Superannuation Trust Deed For A Self-Managed Fund

BETWEEN

THE TRUSTEE NAMED IN SCHEDULE 2

(Trustee)

AND

THE MEMBERS NAMED IN SCHEDULE 2

(Members)

Background

- A. The Members wish to establish the Fund and have requested the Trustee to act as trustee of the Fund.
- B. The Trustee has agreed to act as trustee of the Fund.
- C. The Members have agreed to be the first members of the fund.
- D. The Fund is to be an indefinitely continuing self managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993*.
- E. The parties have entered into this Deed to give effect to their common intentions.

THIS DEED WITNESSES

1. Definitions

In this Deed, unless expressed or implied to the contrary:

Annuity means what it means under superannuation law.

Approved benefit arrangement means an arrangement into which or from which assets of the Fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

Approved deposit fund means a fund which is a complying ADF under section 995-1 of the *Tax Act*.

Amount standing to the credit in relation to an accumulation account, includes an amount the Trustee decides to pay to that account from the equalisation account (if any).

Assets means the cash, investments and other property of the Fund held by the Trustee on the trusts established by or under this Deed, including:

- (a) any amount standing to the credit of the Fund on or after the date when this Deed commences;
- (b) contributions made by a Member;
- (c) contributions made by an employer;
- (d) contributions allowed by this Deed that are made by another person as permitted by superannuation law;

- (e) interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income;
- (f) the proceeds of any annuity or insurance policy effected by the Trustee;
- (g) the value of any annuity or insurance policy effected by the Trustee;
- (h) money, investments and other property received by the Trustee as a roll over payment; and
- (i) shortfall components and financial assistance received by the Trustee.

Beneficiary means a person immediately and absolutely entitled to a benefit under this Deed in respect of a Member. It does not include a Member except where that Member is immediately and absolutely entitled to a benefit under this Deed in respect of another Member.

Benefit means an amount payable out of the Fund to or in respect of a Member or beneficiary.

Benefit entitlement means an amount in the Fund which may become payable to a Member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

Binding death benefit notice means a notice given by a Member or beneficiary to the Trustee in accordance with regulation 6.17A of the SIS Regulations and with this Deed.

Business day means Monday to Friday excluding public holidays in Victoria.

Business hours means between 9:00 am and 5:00 pm on a business day.

Complying superannuation fund means a complying superannuation fund under superannuation law.

Contributions means gross contributions made to the Fund (before any tax which the Fund may be required to pay in respect of that contribution) in accordance with this Deed.

Corporation means a constitutional corporation under superannuation law.

Death benefit agreement means all, or that part of, an agreement describing the Trustee's obligations concerning the payment of benefits on a Member's death which:

- (a) directs the Trustee to pay the benefits to a person to whom those benefits may be paid in accordance with superannuation law;
- (b) has been executed by the Trustee and the Member; and
- (c) has not later been
 - (i) terminated by the Member; or
 - (ii) replaced by a separate death benefit agreement with the agreement of the Trustee and the Member.

Deed means this deed executed by the Trustee and the Members.

Dependant has the same meaning as in section 10 of the SIS Act.

Doctor means a registered medical practitioner.

Eligible roll over fund means what it means in Part 24 of the SIS Act.

Employment termination payment means the same as it means in the Tax Act.

Employee means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

Employer means what it means under superannuation law.

Employment relationship – an employment relationship exists between 2 persons if any of the following applies:

- (a) one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the SIS Act, or is taken to be an employee under superannuation law;
- (b) one person is the Trustee of a trust of which the other person, or a relative of the other person, is a beneficiary;
- (c) one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner; or
- (d) one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the Trustee of which is a partner.

However, an employment relationship does not exist between 2 persons if superannuation law has the contrary effect.

Excess contributions means contributions by or on behalf of a Member which exceed the annual cap amounts for concessional contributions and non-concessional contributions as defined in sections 292-20 and 292-85 respectively of the Tax Act.

Expenses of the Fund means the expenses for which the Trustee is entitled to be reimbursed under this Deed.

Family Law Act means the *Family Law Act 1975 (Cth)*.

Fund means the fund established by this Deed, the name of which is set out in Schedule 2.

Fund earning rate means the positive or negative earning rate the Trustee determines after taking account of any provision or reserve for future contingencies.

Fund establishment date means the date specified in of Schedule 2.

Fund year means the 12 month period ending on 30 June or a substitute date decided on by the Trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

Gainful employment means what it means under superannuation law. It includes gainful employment on a full-time basis and gainful employment on a part-time basis.

Insurance policy means an insurance policy effected on the life of the Member or a beneficiary of the Member, or in respect of the Member's or beneficiary's illness, accident or disablement.

Interdependency relationship has the same meaning as in the SIS Act.

Levy means a levy payable by the Fund under superannuation law.

Market Value has the same meaning as in section 10(1) of the SIS Act.

Member means an Initial Member or a person who has been admitted as a Member of the Fund in accordance with the Deed, and **Members** has a corresponding meaning.

Member Application Form means a form acceptable to the Trustee by which a person may apply to become a member of the Fund, including the form set out in Schedule 3.

Non-binding nomination form means a notice given by a Member or beneficiary to the Trustee nominating one or more dependants of that person who are to receive some or all of the benefits payable on the Member's or beneficiary's death, but which form does not meet the requirements of regulation 6.17A of the SIS Regulations.

Non-Member spouse means a person who is:

- (a) a spouse or former spouse of a Member; or
- (b) a Non-Member Spouse within the meaning of that term under Part VIIIIB of the Family Law Act.

Non-preserved amount means an amount (including a roll over payment) that is payable to or in respect of a Member that is not subject to cashing restrictions under superannuation law at the time of payment.

Normal retirement age means 65 or another age that is at least 55 (or, if the Trustee is not a corporation, 60) that is accepted by superannuation law and is agreed by the Trustee.

Payment flag means an agreement or court order referred to in clause 12.2.

Payment split means a payment split under Part VIIIIB of the Family Law Act.

Pension account means a pension account established under clause 8.3.

Pension age means what it means under superannuation law.

Pension dependant means a dependant of a Member to whom a pension may be paid on the Member's death, as defined by regulation 6.21(2A) of the SIS Regulations.

Preservation age has the same meaning as in regulation 6.01 of the SIS Regulations.

Preserved benefit has the same meaning as preserved payment benefit.

Preserved payment means a payment made to the Fund which is required to be preserved under superannuation law if the Fund is to be a complying superannuation fund.

Preserved payment benefit means a benefit arising from a preserved payment.

Regulator means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Australian Taxation Office, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

Relative for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a Trustee or director of the Trustee, means each of the following in respect of a person:

- (a) a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- (b) another person who has any such relationship to the person by reason of adoption or re-marriage; and
- (c) the spouse or former spouse of the person or of any of the persons listed in the sub-paragraphs (a) and (b).

For any other purpose, **Relative** means each of the following in respect of a person:

- (d) the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person; and
- (e) the spouse of the person or of any person listed in sub-paragraph (d).

Retires in relation to employment, means retirement under regulation 6.01(7) of the SIS Regulations.

Reversionary beneficiary means an eligible dependant for the purpose of superannuation law, including a Pension Dependant, nominated by a pensioner at the commencement of the pension as his or her residuary beneficiary.

Roll over payment includes a transitional employment termination payment or an employment termination payment made or received by the Trustee in accordance with superannuation law and an eligible benefit payment rolled out of or in to a complying superannuation fund.

RSA Regulations means the regulations made under the *Retirement Savings Account Act 1997*.

Securities includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

Self-managed superannuation fund has the same meaning as in section 17A of the SIS Act.

Shortfall component means what it means in section 64 of the *Superannuation Guarantee (Administration) Act 1992* and regulations made under that Act.

SIS Act means the Superannuation Industry (Supervision) Act 1993 (Cth).

SIS Regulations means the *Superannuation Industry (Supervision) Regulations 1994* (Cth).

Spouse means a person legally married to the Member at any time; and a person who is not legally married to the Member, but who, in the Trustee's opinion, lives or lived with the Member on a bona fide domestic basis as the partner of that Member. If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the Trustee decides to treat as the spouse or spouses.

Superannuation law means any law of the Commonwealth of Australia including the *Corporations Act 2001* and the *Social Security Act 1991*, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the Fund by the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this Deed. It also includes any proposed law or lawful requirement that the Trustee believes may have retrospective effect.

Tax includes any form of taxation, surcharge, levy, duty or other government charge that the Trustee is required to pay out of the Fund, or a Member, former Member or beneficiary is required to pay.

Tax Act means the Tax Act 1936 and the Tax Act 1997.

Tax Act 1936 means the *Income Tax Assessment Act 1936*.

Tax Act 1997 means the *Income Tax Assessment Act 1997*.

Temporary total disablement means what it means in the relevant insurance policy effected by the Trustee. If there is no such policy, it means total physical or mental disablement that is not total and permanent disablement that makes the relevant Member incapable of continuing in the gainful employment that the Member was in immediately before the incapacity.

Total permanent disablement means what it means in the relevant insurance policy effected by the Trustee. If there is no such policy, it means such total physical or mental disablement that the Trustee is reasonably satisfied that the relevant Member is unlikely ever again to be able to engage in gainful employment for which the Member is reasonably qualified by education, training or experience.

Transition to retirement pension means a pension to be paid by the Fund under superannuation law, paid as a transition to retirement pension under the conditions set out in Regulation 6.01(2) of the SIS Regulations

Transitional employment termination payment means what it means in section 82-130 of the Tax Act 1997.

Trustee means the Trustee or the Trustees of the Fund from time to time.

Unclaimed benefits means benefits described as 'unclaimed money' under superannuation law.

Unrestricted non-preserved benefit means what it means under superannuation law.

Withdrawal benefit means the minimum benefit that must be paid to a Member on withdrawal from the Fund under superannuation law. To the extent that a Member's contributions have been applied towards an endowment or whole of life policy, the Member's withdrawal benefit is the surrender value of that policy.

2. Fund establishment

2.1 Establishment and purpose of the Fund

2.1.1 The Trustee and the Members hereby establish the Fund as a self-managed superannuation fund under the SIS Act by executing this Deed and with effect from the Fund establishment date. It is an indefinitely continuing superannuation fund.

2.1.2 Where the Trustees are individuals, the sole or primary purpose of the fund is to provide old age pensions to the Members on their retirement. Where the Trustee is a constitutional corporation, the sole or primary purpose of the fund is to provide old age pensions and other benefits to the Members on their retirement.

2.2 Trustee of the Fund and decisions

2.2.1 The initial Trustee is named in Schedule 2 of this Deed. The Trustee accepts the appointment. The Fund is vested in the Trustee. No other person (including a Member) has any legal or beneficial interest in any asset of the Fund except to the extent expressly stated elsewhere in this Deed. The Trustee must manage the Fund in accordance with this Deed.

2.2.2 Subject to clause 2.2.3, if there is more than one Trustee they must act jointly.

2.2.3 Where the Trustees are individuals, any Trustee may call a meeting of Trustees by providing 7 days' written notice to each of the other Trustees at their address listed in Schedule 2 (or to any other address of a Trustee if that Trustee has informed each of the other Trustees of the other address). The following rules apply to any such meeting:

- (a) Unless agreed to by all the Trustees, the meeting may only be within business hours;
- (b) A Trustee may attend the meeting by phone;
- (c) A quorum for the meeting will be all the Trustees, and if all the Trustees are not in attendance within 15 minutes after the scheduled time the meeting will be adjourned for 5 business days, to be held at the same time of day (adjourned meeting);
- (d) At the adjourned meeting, the quorum of Trustees will be those Trustees in attendance; and
- (e) At any meeting, if the Trustees are unable to reach a decision unanimously or by majority then decisions will be made by poll, with each Trustee having the number of votes equal to the nearest dollar figure (rounded up) representing the value of the benefits of the Member whom that Trustee represents.

2.2.4 Where the Trustee is a constitutional corporation, the Trustee may only make decisions under this Deed in the manner set out in the Trustee's constitution.

2.3 Deed subject to superannuation law

- 2.3.1 This Deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the Fund it establishes qualifies as a self-managed superannuation fund and qualifies for concessional tax treatment under the *Tax Act*. To the extent that anything in this Deed is inconsistent with superannuation law, it is to be severed from the Deed. Any obligation imposed by superannuation law in respect of the Fund established by this Deed that is not expressed in this Deed is nonetheless to be regarded as incorporated in it by reference.
- 2.3.2 The Trustee must not do or fail to do anything as Trustee of the Fund that would result in either of the following:
- (a) A breach of law, including superannuation law; or
 - (b) The Fund ceasing to qualify as a self-managed fund under superannuation law or to qualify for concessional tax treatment under the *Tax Act*.

3. Membership

3.1 Initial Members

- 3.1.1 The initial Members of the fund are named in Schedule 2 and the Trustee agrees that they have completed all formalities necessary for their admission as Members.
- 3.1.2 The initial Members of the Fund agree to be bound by this Deed.

3.2 Additional Members

- 3.2.1 The Trustee may appoint a person as an additional Member of the Fund if he or she has completed and signed a Member application form, or if the Trustee has otherwise accepted the person as a Member.
- 3.2.2 If the Trustee is a constitutional corporation, then the additional Member agrees to do all things necessary to become a director of the Trustee including by providing an executed consent to act in the required form and such other documents as are required by superannuation law.
- 3.2.3 If the Trustees are individuals, the additional Member must become a Trustee and must provide an executed form of consent and such other executed documents as are required by superannuation law for that purpose. This must occur when the person becomes a Member, unless the additional Member is unable to become a Trustee or director of a Trustee under superannuation law.
- 3.2.4 On written request by the Trustee, a Member or applicant for Membership of the Fund must supply the Trustee with information that the Trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the Trustee.
- 3.2.5 If a Member fails to do so, the Trustee may refuse to accept further contributions in respect of that Member may decline to accept the applicant as a Member.
- 3.2.6 Subject to clause 3.7, the Trustee must not accept a person as an additional Member of the Fund unless each of the following conditions is met:
- (a) The total number of Members would be no more than 4;
 - (b) The person is not disqualified from being a Trustee or a director of the Trustee of the Fund;

- (c) The person is not in an employment relationship with another Member of the Fund except another Member who is also a relative of that person; and
- (d) The Trustee is satisfied that the person will become a Trustee or a director of the Trustee of the fund on being accepted as Member of the Fund.

- 3.2.7 An additional Member becomes bound by this Deed as if he or she were an initial party to this Deed.
- 3.2.8 An additional Member's Membership commences on the date the Trustee specifies when accepting the person as a Member. If no date is specified, the additional Member's Membership commences on the date the Trustee accepts his or her application.

3.3 Date of additional Member's commencement as Trustee

Provided that an additional Member has complied in all respects with clause 3.2:

- 3.3.1 Where the Trustees are individuals, an additional Member becomes a Trustee of the Fund on the date his or her Membership commences; and
- 3.3.2 Where the Trustee is a constitutional corporation, an additional Member becomes director of the Trustee on the date his or her Membership commences.

3.4 Membership Conditions and Disclosures

- 3.4.1 The Trustee may impose any conditions the Trustee thinks fit on the Membership of a Member and a Member's rights and duties. The Trustee may remove or vary any condition at any time.
- 3.4.2 Either before, or as soon as practicable after a person becomes a Member of the Fund (and not later than 3 months after the person becomes a Member), the Trustee must ensure that the Member is given a product disclosure statement (in the form set out in Schedule 1, updated as required) which the superannuation law requires to be given to new Members of the Fund.
- 3.4.3 The Trustee must ensure that Members, former Members and beneficiaries are provided with information in writing, or copies of accounts, records and documents of the Fund, that the superannuation law requires them to be given.
- 3.4.4 As soon as practicable after a person ceases to be a Member of the Fund, the Trustee must ensure that that person (or his or her legal personal representative) is given a written statement of the information the superannuation law requires to be given to persons who cease to be Members of the Fund.
- 3.4.5 A dependant of a Member is not entitled to any additional information relating to the operation or conduct of the Fund which the Trustee thinks it is inappropriate to disclose.

3.5 Membership and Fund compliance

- 3.5.1 A Member must immediately inform the Trustee if the Member becomes aware that either of the following may happen:
 - (a) The Member may enter into an employment relationship with another Member who is not also a relative of the Member; or
 - (b) The Member may be disqualified from being a Trustee or a director of the Trustee of the Fund.
- 3.5.2 A Member and the Trustee must ensure that the Member ceases to be a Member of the Fund within 6 months after either of the following happens:

- (a) The Member enters into an employment relationship with another Member who is not also a relative of the Member; or
- (b) The Member is disqualified from being a Trustee or a director of the Trustee of the Fund.

3.5.3 If a Member of the Fund enters into an employment relationship with another Member who is not also a relative of the Member, or becomes disqualified from being a Trustee or a director of the Trustee of the Fund, the Trustee and the Members must do whatever is necessary to ensure that, within 6 months after the Member entered into the employment relationship or became disqualified:

- (a) No Member of the Fund is in an employment relationship with another Member who is not also a relative of the Member; and
- (b) No Member of the Fund is disqualified from being a Trustee or a director of the Trustee of the Fund.

3.5.4 The types of things that may be done to ensure compliance include each of the following:

- (a) A Member may request the Member's benefits or entitlement in the Fund to be paid in accordance with this Deed or to be transferred or rolled over to an approved benefit arrangement under clause 13.9; or
- (b) The Trustee may transfer the Member's benefits or entitlement in the Fund to an eligible roll over fund under clause 13.9.

3.6 Ceasing to be a Member

3.6.1 A person ceases to be a Member of the Fund as soon as the first of the following happens:

- (a) The person dies;
- (b) The person ceases to be a Trustee or a director of the Trustee of the Fund;
- (c) When payment of all the Member's benefits is made to the Member or to an approved benefit arrangement for the Member; or
- (d) When benefits payable to or for the Member cease to be payable.

3.6.2 When a person ceases to be a Member of the Fund, the person ceases to be a Trustee or director of the Trustee of the Fund (as applicable), if he or she has not already ceased to act in that role.

3.7 Minor as a Member

3.7.1 A minor, being a person who is under 18 years of age, may be a Member of the Fund provided the superannuation law is complied with. In relation to a Member who is a minor:

- (a) The minor's parent or guardian must make the application for the minor to become a Member in the form set out in Schedule 3 or in the form otherwise approved by the Trustee; and
- (b) Decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
 - (i) the minor turns 18; or
 - (ii) after the minor turns 16, the time at which the parent or guardian notifies the Fund that the minor will be making decisions in relation to the minor's membership.

- 3.7.2 When the minor turns 18, if the Trustees are individuals then the minor becomes a Trustee of the Fund or, if the Trustee is a constitutional corporation, then the minor becomes a director of the Trustee of the Fund provided that the Trustee and the Member have done everything necessary to appoint that Member as a director of the Trustee.

4. Fund accounts

4.1 Trustee must establish certain types of account

The Trustee must establish:

- 4.1.1 An accumulation account and/or a pension account in respect of each Member or beneficiary for each class; and

- 4.1.2 An income account.

4.2 Accumulation Accounts

- 4.2.1 The Trustee may credit (and in the case of clause (k), must allot and credit) each of the following to the accumulation account of a Member according to the class to which they are relevant:

- (a) Contributions made by a Member;
- (b) Contributions made in respect of the Member or a beneficiary of that Member by an employer;
- (c) Other contributions allowed under this Deed and superannuation law that are made in respect of the Member;
- (d) Positive earnings transferred from the income account;
- (e) A shortfall component paid in respect of that Member after any tax that is payable in relation to it has been deducted from it;
- (f) An amount paid to the Trustee as a transfer or roll over payment in respect of that Member which the Trustee thinks it appropriate to credit to the account;
- (g) A forfeited amount allocated to the Member or beneficiary under clause 11.4;
- (h) An amount transferred from the pension account of a beneficiary of the Member;
- (i) The proceeds of an annuity or insurance policy effected by the Trustee in respect of the Member or a beneficiary of the Member which the Trustee thinks it appropriate to credit to the account;
- (j) Financial assistance under section 23 of the SIS Act which the Trustee thinks it appropriate to credit to the account;
- (k) An amount deducted from the accumulation account of another Member pursuant to a contributions-split request made by that other Member and accepted by the Trustee; and
- (l) Any other amount the Trustee thinks it appropriate to credit to the account.

- 4.2.2 The Trustee may debit each of the following from the accumulation account of a Member according to the class to which they are relevant:

- (a) The proportion that the Trustee thinks appropriate of the expenses of the Fund;

- (b) The proportion that the Trustee thinks appropriate of either of the following:
 - (i) tax payable in respect of contributions or any shortfall component that are paid to the Fund; or
 - (ii) any earnings of the Fund credited to the accumulation account or arising as a result of a roll over payment;
- (c) A payment of a benefit to or in respect of the Member or a beneficiary of the Member except a payment from a pension account;
- (d) An amount paid out of the Fund in respect of the Member or a beneficiary of the Member as a transfer or roll over payment;
- (e) The cost of any annuity or policy of insurance effected by the Trustee in respect of the Member or a beneficiary of the Member; and the proportion that the Trustee thinks equitable of any group policy effected by the Trustee in respect of the Member or beneficiary and another Member or beneficiary;
- (f) The amount of a lien in respect of an indemnity exercised by the Trustee in accordance with this Deed;
- (g) An amount forfeited in accordance with this Deed;
- (h) The proportion that the Trustee thinks appropriate of any negative earnings of the Fund determined in accordance with this Deed;
- (i) An amount paid to indemnify the Trustee in accordance with this Deed;
- (j) An amount credited to the pension account of a Member or beneficiary;
- (k) The proportion that the Trustee thinks appropriate of a levy;
- (l) The amount of tax attributable to the Member or a beneficiary of the Member;
- (m) An amount to be allotted and credited to the accumulation account of another Member pursuant to a contributions-split request made by the Member whose accumulation account is to be debited and accepted by the Trustee; and
- (n) Any other amount the Trustee thinks it appropriate to debit.

4.3 Contributions-split requests

- 4.3.1 A Member may ask the Trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the Fund in respect of that Member in the previous financial year be:
 - (a) Allotted to the accumulation account of that Member's spouse; or
 - (b) Rolled-over or transferred to the Trustee of an approved benefit arrangement of which that Member's spouse has joined or is eligible to join.
- 4.3.2 The Trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under clause 4.3.1 provided:
 - (a) The request satisfies the requirements of superannuation law;
 - (b) The Trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and

- (c) The amount of the contributions that the Trustee allots, rolls-over or transfers does not exceed the amount in the Member's accumulation account, taking into account any amount that the Trustee otherwise determines to debit from the Member's accumulation account.

4.4 Income Account

4.4.1 The Trustee may credit each of the following to the income account of the Fund:

- (a) Income and profits of the Fund;
- (b) Adjustment credits made in accordance with clause 4.4.3;
- (c) The proceeds of an insurance policy which the Trustee decides not to credit to a Member's or beneficiary's accumulation or pension account;
- (d) A surplus resulting from a valuation under clause 4.6.3;
- (e) Financial assistance received by the Fund under section 23 of the SIS Act which the Trustee decides not to credit to a Member's or beneficiary's accumulation or pension account; and
- (f) Any other amount the Trustee thinks it appropriate to credit.

4.4.2 The Trustee may debit each of the following to the income account of the Fund:

- (a) The expenses of the Fund, except those the Trustee debits from a Member's or beneficiary's accumulation or pension account;
- (b) Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the Trustee debits from a Member's or beneficiary's accumulation or pension account;
- (c) Adjustment debits made in accordance with 4.4.3;
- (d) The cost of an insurance policy which the Trustee decides not to debit from a Member's or beneficiary's accumulation or pension account;
- (e) A deficiency resulting from a valuation under clause 4.6.3 ;
- (f) The amount of a levy, except an amount the Trustee debits from a Member's or beneficiary's accumulation or pension account;
- (g) Any loss on the disposal of an investment of the fund; and
- (h) Any other amount the Trustee thinks appropriate to debit.

4.4.3 At the end of each Fund year, the Trustee must determine the Fund earning rate.

4.4.4 When determining a Fund earning rate in respect of a period (whether at the end of a Fund year or on an interim basis):

- (a) The Trustee must allocate amounts from the income account to each accumulation or pension account in proportion to the amount standing to the credit of that account at the beginning of the relevant period;
- (b) The Trustee must make an appropriate adjustment for any amount credited or debited to the account since the beginning of the relevant period; and
- (c) The Trustee may take into account the need for any provision or reserve for future contingencies and, instead of crediting that amount to an accumulation or pension

account, credit that amount to the equalisation account or reserve (if permitted by superannuation law).

4.5 Equalisation Account

4.5.1 The Trustee may establish an equalisation account which the Trustee may use for any of the following purposes:

- (a) To give effect to the reserving strategy the Trustee establishes to smooth the investment earnings of the Fund;
- (b) To increase the Fund earning rate;
- (c) To pay the expenses of the Fund;
- (d) To pay tax payable by the Fund;
- (e) To provide for any contingencies;
- (f) To provide an amount to or for a Member, former Member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law; or
- (g) To do anything else the Trustee decides to do, provided there is no breach of trust or superannuation law.

4.5.2 The Trustee may credit the equalisation account with any of the following:

- (a) The portion the Trustee thinks fit of an amount paid into the Fund as a transfer or roll over payment;
- (b) An amount transferred from the forfeiture account under clause 11.4;
- (c) An amount transferred from a pension account under clause 8.3; or
- (d) Any other amount the Trustee thinks it appropriate to credit.

4.5.3 The Trustee may debit the equalisation account with any of the following:

- (a) An amount necessary to give effect to the purposes set out in clause 4.5.1; or
- (b) Any other amount the Trustee thinks it appropriate to debit.

4.6 Accounts – General Provisions

4.6.1 The Trustee must make provision for the payment of any tax payable in relation to the taxable income of the Fund and must deduct any tax that is payable and that has not already been deducted from the income account or an accumulation or pension account.

4.6.2 The Trustee may establish or maintain any other account for or reserve of the Fund that the Trustee thinks necessary or desirable or that is required or permitted by superannuation law. The Trustee may use such accounts or reserves for any purpose permitted by superannuation law and may credit or debit amounts from such accounts or reserves as the Trustee sees fit.

4.6.3 The Trustee must value the assets of the Fund at the end of each Fund year, when superannuation law requires it, and when the Trustee thinks it appropriate to do so. The Trustee must also determine whether there is a surplus or deficiency which it is equitable in the Trustee's opinion to transfer to the income account.

- 4.6.4 If the Trustee is required to establish an interim Fund earning rate, clause 4.4.4 applies and the Trustee must do so in accordance with any requirements imposed by superannuation law and on a basis the Trustee believes to be equitable. If the Regulator or superannuation law requires it, the Trustee must inform Members of that basis.
- 4.6.5 The Trustee may only credit or debit accounts established in respect of the Fund in the manner permitted by this Deed provided that superannuation law does not prohibit in any way any such amounts from being so credited or debited.

5. Contributions

5.1 Types of Contributions

- 5.1.1 With the Trustee's consent, a Member may make any contributions to the Fund that the Member decides to. The Trustee and Member may agree that contributions can be paid by deduction from wages or salary.
- 5.1.2 An employer of a Member may make any contributions to the Fund in respect of that Member with the Trustee's and the Member's consent.
- 5.1.3 With the consent of the Trustee and the Member, any other person including:
- (a) A spouse of that Member;
 - (b) Another Member;
 - (c) Another Trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the Member's spouse); and
 - (d) Any State, Territory or Federal government (including under the Federal government's co-contribution scheme) may make contributions to the Fund in respect of that Member.

5.2 Making contributions

A contribution to the Fund must be made in the way the Trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 6.1.

5.3 Failure to contribute

In the absence of an agreement, neither a Member nor his or her employer is under an obligation to make a contribution to the Fund in respect of the Member. A failure to do so does not affect the Member's membership of the Fund.

5.4 Unacceptable contributions

- 5.4.1 The Trustee must not accept any of the following:
- (a) A contribution that is not permitted by superannuation law;
 - (b) A contribution or shortfall component the acceptance of which would prevent the Fund from qualifying as a complying superannuation Fund; or
 - (c) An employer contribution or shortfall component which the regulator lawfully directs the Trustee not to accept.
- 5.4.2 The Trustee may refuse to accept:

- (a) a contribution that the Trustee has determined not to accept because the Trustee has not been informed of the relevant Member's tax file number; and
 - (b) excess contributions.
- 5.4.3 If excess contributions are made to the Fund by or in respect of a Member, then the Trustee may:
- (a) release funds to the Member if the Trustee has received a Member release authority; and
 - (b) release funds to the Commissioner of Taxation where the Trustee has received an ATO release authority.
- 5.4.4 If the Trustee becomes aware that a contribution or shortfall component has been accepted in breach of clause 5.4.1 or 5.4.2, the Trustee must refund the amount within any time specified by superannuation law. However, the Trustee may deduct each of the following from that amount:
- (a) Any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
 - (b) Reasonable administration charges; and
 - (c) Any amounts on account of amounts of tax for which the Fund may be liable.
- 5.4.5 The Trustee may reduce the benefits of the Member to those which the Member would have had if the contribution or shortfall component had not been accepted.

5.5 Allocation of contributions

If the Trustee receives a contribution in a month, the Trustee must allocate the contribution to the relevant Member of the Fund:

- 5.5.1 Within 28 days after the end of the month; or
- 5.5.2 If it is not reasonably practicable to allocate the contribution to the relevant Member of the Fund within 28 days after the end of the month – within such longer period as is reasonable in the circumstances.

5.6 Reduction of contributions by employer

An Employer who is under an obligation to make contributions in respect of a Member may, with the Trustee's consent, reduce the amount of those contributions to the extent that it becomes required to make contributions in respect of that Member to another Fund of which the Member is also a Member.

5.7 Contributions and tax

- 5.7.1 Either the Trustee or the employer or other appropriate body must deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the Member's accumulation account.
- 5.7.2 The Trustee must make provision for any surcharge or other amount that is payable under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* and related legislation, and must deduct the amount from the relevant contributions.

6. Investment

6.1 Investments - General

- 6.1.1 The Trustee must invest any assets of the Fund that are not required for payment of benefits or other amounts under this Deed. The Trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:
- (a) Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia;
 - (b) Securities in any company incorporated anywhere, whether carrying on business in Australia or not;
 - (c) Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, Trustee company, or other registered financial institution;
 - (d) Real or personal property, including an improvement to that property;
 - (e) Units (including sub-units) in a unit trust established or situated anywhere in the world) by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant;
 - (f) Futures, options or any other synthetic investment;
 - (g) Hedging, swapping or any similar arrangement, even though it is not linked to any property of the Fund;
 - (h) Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the Trustee thinks reasonable. The fact that the Trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant;
 - (i) A policy or annuity with an insurer, whether by proposal or purchase;
 - (j) Limited recourse borrowing or receipts;
 - (k) By way of a limited recourse borrowing arrangement in accordance with clause 13.6; and
 - (l) Any other investment allowed by superannuation law that the Trustee thinks appropriate.
- 6.1.2 The Trustee must not invest in any investment that is not permitted by superannuation law. The Trustee must not make an investment in the form of a loan or other financial assistance to a Member or a relative of a Member.
- 6.1.3 The Trustee must formulate one or more investment strategies for the Fund. The Trustee must inform Members and beneficiaries of the strategies adopted by the Trustee. The Trustee may review and change a strategy at any time. The Trustee must monitor the strategies to ensure that they remain appropriate.
- 6.1.4 The Trustee must consider, as part of the investment strategies, whether to hold a contract of insurance that provides insurance cover for one or more members of the Fund.
- 6.1.5 The Trustee must review regularly the investment strategies for the Fund.
- 6.1.6 The Trustee may sell, transfer or vary any investment at the Trustee's absolute discretion in accordance with this Deed. The Trustee must do so in the interests of Members and

beneficiaries. The Trustee must monitor the investments to ensure that they remain appropriate.

6.2 Investment choice

- 6.2.1 The Trustee may decide to allow one or more Members or beneficiaries to choose between investment strategies. If the Trustee does, the Trustee must establish a range of investment strategies, and may designate particular assets for those strategies. The Trustee must provide the Members or beneficiaries with information concerning the strategies and the relevant investment objectives to enable the Member or beneficiary to choose between them on an informed basis. The Trustee must also provide them with information concerning their rights under this Deed.
- 6.2.2 A Member or beneficiary who has been offered investment choice by the Trustee may choose one or more of the strategies prepared by the Trustee by completing any documents the Trustee requires. On having done so, the Member or beneficiary may direct the Trustee to invest any part of the Fund that is held for that person in accordance with those strategies. Any direction must be in accordance with superannuation law.
- 6.2.3 A Member or beneficiary who has directed the Trustee to invest any part of the Fund that is held for that person in accordance with those strategies may not direct the Trustee to invest in any particular investment. However, the Member or beneficiary may request the Trustee to develop an investment specific strategy and to make it available to that Member or beneficiary. The Trustee may accept or reject the request.
- 6.2.4 The Trustee must monitor any strategies adopted by Members or beneficiaries for investment choice to ensure that they remain appropriate for the Members or beneficiaries to whom they are available.
- 6.2.5 If a Member adopts a strategy for investment choice, the Trustee must do each of the following:
- (a) Establish a sub-account of the income account in respect of that strategy;
 - (b) Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself;
 - (c) Allocate earnings (which may be positive or negative) attributable to that strategy to the Member's or beneficiary's accumulation account or pension account in a way that the Trustee thinks equitable; and
 - (d) Determine an earning rate for that sub-account, in the same manner as the Trustee determines a Fund earning rate, in which case clause 4.4.4 applies to that determination.
- 6.2.6 The Trustee may sell, transfer or vary any investment made in accordance with a strategy for investment choice, at the Trustee's absolute discretion in accordance with this Deed. The Trustee must do so in the interests of the relevant Members or beneficiaries. The Trustee must monitor the investments to ensure that they remain appropriate.

7. Benefits - general

7.1 Preserved and non-preserved benefits

- 7.1.1 The Trustee must not pay out to a Member or a dependant of a Member any preserved payment benefit that superannuation law does not allow the Trustee to pay out.
- 7.1.2 The Trustee may pay a Member or, if applicable, a dependant of a Member, a preserved payment benefit in any of the following circumstances:

- (a) The Member reaches the relevant preservation age and takes a transition to retirement pension in accordance with clause 8;
- (b) The Member retires from gainful employment on or after reaching the relevant preservation age;
- (c) The Member becomes totally and permanently disabled;
- (d) The Member becomes totally and temporarily disabled;
- (e) The Member reaches age 65;
- (f) The Member dies; or
- (g) Any other circumstance allowed by superannuation law.

7.1.3 With the Trustee's consent, a Member may withdraw any part of the non-preserved amount in the Member's accumulation account. The Member must apply to the Trustee in writing for the withdrawal in a form acceptable to the Trustee. The Trustee may set a minimum withdrawal amount by notifying the Members of the Fund.

7.1.4 A Member's benefit entitlement will vest in accordance with superannuation law. The Trustee must cash or commence to cash a Member's benefit entitlement as soon as practicable after the Member dies. If a lump sum is payable, the Trustee may pay it in several stages: an initial payment and then subsequent payments.

7.2 Payments – general

7.2.1 If a Member ceases to be, or is about to cease as, a Member of the Fund, the Trustee may pay an amount that the Trustee thinks appropriate from the equalisation account (if any) into the Member's accumulation account.

7.2.2 Where the Trustee is to make a payment because a Member has died (a death benefit), the Trustee may pass on to the recipient of that payment any benefit that would accrue to the Fund if a deduction were allowed under section 295-485 of the *Income Tax Assessment Act 1997*.

7.2.3 If a Member or beneficiary requests it, the Trustee may retain any part of a benefit in the Fund. The Trustee may do so until one of the following occurs:

- (a) The Member or beneficiary decides otherwise;
- (b) The Member or beneficiary dies;
- (c) The amount has to be paid under this Deed or superannuation law; or
- (d) The Trustee decides otherwise.

The payment the Trustee then makes must be the amount standing to the credit of the Member's or beneficiary's accumulation account at that time.

7.2.4 If a Member or beneficiary is entitled to a benefit which includes an interest in an insurance policy, the Trustee may assign that policy to the Member or beneficiary, or to any of the dependants of the Member the Trustee thinks fit. The Trustee must debit the value of the policy to the relevant accumulation or pension account. Neither the Trustee nor an employer is liable for any further payment of premiums in relation to the policy.

7.2.5 On written request by the Trustee, an applicant, Member or beneficiary must supply the Trustee with information that the Trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the Trustee. If an applicant, Member or beneficiary fails to do so, the Trustee may suspend collection of

contributions in respect of that person, may withhold benefits from that person, and may impose conditions on the person, as the Trustee thinks fit.

- 7.2.6 The Trustee may adjust any benefit payable to or in respect of a Member if an applicant, Member or beneficiary has supplied false or misleading information to the Trustee, or has deliberately withheld information from the Trustee, that affects or is likely to affect the Fund or benefits payable to or in respect of that Member.

8. Pensions - general

8.1 Funding and payment of pensions

- 8.1.1 When any benefit becomes payable to a Member under this Deed or in accordance with superannuation law, the Trustee has a discretion to decide whether to pay from any part of the benefit one or more pensions to the Member or to use the benefit payable to acquire one or more annuities in the name of the Member. The pensions or annuities will be in substitution for the relevant part of any lump sum benefit that was payable to the Member for the amounts credited to the Member's pension account as a transfer of a roll over payment under clause 8.3.2.
- 8.1.2 The Trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the Trustee decides to pay, unless either section 295-390 (or any other provision) of the Tax Act provides otherwise in which case the Trustee has a discretion as to whether to obtain an actuarial certificate.
- 8.1.3 The Trustee may fund a person's pension by purchasing an annuity payable to the Trustee.

8.2 Type of pensions

The relevant Member or beneficiary may choose the type of pension that is to be paid, including a transition to retirement pension. However, the pension must be of a type that is allowed by superannuation law or is acceptable to the Regulator. It may include a pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee of a regulated superannuation fund solely for the purposes of providing benefits to Members of that fund. The pension must be paid in accordance with the requirements of the superannuation law.

8.3 Pension account

- 8.3.1 If the Trustee decides to pay a pension to a person in accordance with this Deed, the Trustee must establish a pension account in the name of that person.
- 8.3.2 The Trustee may credit each of the following amounts to the person's pension account subject to superannuation law:
- (a) The amount the Trustee believes necessary to fund the pension;
 - (b) The amount paid into the Fund in respect of the pensioner as a transfer or roll over payment which the Trustee thinks it appropriate to credit to that account;
 - (c) Earnings of the Fund which the Trustee thinks it appropriate to credit to that account;
 - (d) A shortfall component paid in respect of the pensioner;
 - (e) Contributions lawfully paid in respect of the relevant Member;
 - (f) Adjustment credits made in accordance with clause 4.4.3;
 - (g) The proceeds of an annuity or insurance policy effected by the Trustee in respect of the pensioner which the Trustee thinks it appropriate to credit to the account;

(h) Financial assistance under section 23 of the SIS Act which the Trustee thinks it appropriate to credit to the account; and

(i) Any other amount the Trustee thinks it appropriate to credit to the account.

8.3.3 The Trustee may debit each of the following amounts to the person's pension account subject to superannuation law:

(a) The proportion that the Trustee thinks appropriate of the expenses of the fund;

(b) The proportion that the Trustee thinks equitable of any negative earnings of the Fund determined in accordance with clauses 4.4.3, 6.2.5 or 8.4.1;

(c) The proportion of the loss on the disposal of investments of the Fund that the Trustee thinks equitable;

(d) Amounts transferred from the Fund in respect of the pensioner as a transfer of a roll over payment which the Trustee thinks it appropriate to debit to the account;

(e) Payments made to or in respect of the pensioner or a reversionary beneficiary under this Deed;

(f) The cost of an insurance policy or annuity effected by the Trustee in respect of the pensioner which are not debited from the Member's accumulation account;

(g) The proportion of any tax payable in respect of the pension account, or the earnings of the Fund that are credited to the pensioner's account or which arise from a roll over payment that the Trustee thinks equitable;

(h) The proportion of an amount paid in respect of an indemnity to the Trustee or other person under this Deed that the Trustee thinks equitable;

(i) The amount of a levy that the Trustee thinks equitable;

(j) An amount transferred to the accumulation account of a beneficiary; and

(k) Any other amount that the trustee thinks it appropriate to debit from the account.

8.4 Pensions – general

8.4.1 In determining the amount standing to the credit of an accumulation account at the time a benefit or pension is calculated or becomes payable, the Trustee must make an adjustment to the account that the Trustee thinks equitable on the basis of the interim fund earning rate determined by the Trustee as at that date. Clause 4.4.4 applies to that determination and that determination must be made in respect of the period from the beginning of the current Fund year to the relevant date. The income account must be credited or debited accordingly.

8.4.2 The Trustee may segregate from other assets those assets which are to fund the pension of a person under this Deed. The Trustee must value those assets at least annually. If they are insufficient or more than sufficient to fund the pension, the Trustee must do anything that superannuation law requires. The Trustee must obtain any certificate of adequacy that the Trustee considers necessary in respect of those assets in order to comply with the *Tax Act* or superannuation law.

8.4.3 On the death of a pensioner being paid a pension, if the pension is not commuted or transferred in accordance with this Deed, the Trustee must pay any residue in the pension account in any way permitted by superannuation law.

8.5 Trustee's general right to commute pensions

- 8.5.1 On written request by a pensioner, or in accordance with superannuation law or this Deed, the Trustee may commute any part of a pension to a lump sum, and pay it to the relevant person or his or her legal personal representative. The following general conditions apply in respect of all types of pension:
- (a) The commutation must be allowed by, and be in accordance with, superannuation law; and
 - (b) The commutation must not disadvantage the Fund, an employer, a Member, a pensioner or a reversionary beneficiary.
- 8.5.2 If the Trustee commutes only part of a pension to a lump sum, the Trustee must then adjust the amount of the pension payable as required by superannuation law.

8.6 Qualification of pensions as asset test exempt income streams

The Trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the Trustee so decides:

- 8.6.1 The superannuation law prevails over the terms of this Deed to the extent of any inconsistency;
- 8.6.2 This Deed is deemed to contain any provision that is required by superannuation law; and
- 8.6.3 This Deed is deemed not to contain any provision that is required to be excluded by superannuation law.

9. Death, disability and retirement benefits

9.1 Death benefit payments

The Trustee must pay the death benefit of a current Member of the Fund. The Trustee can do that under:

- 9.1.1 a death benefit agreement;
- 9.1.2 a binding death benefit notice; or
- 9.1.3 a non-binding death benefit notice.

9.2 Death benefit

In the ways set out in this clause 9, the Trustee must pay the full amount standing to the credit of the accumulation account, and any pension account residue referred to in clause 8.4.3, either as a lump sum, or as one or more pensions or annuities, or both.

9.3 Death benefit agreement payment arrangements

- 9.3.1 On the death of a Member or beneficiary who has a death benefit agreement:
- (a) the death benefit agreement prevails over clause 9.4 and over any binding death benefit notice or non-binding nomination form;
 - (b) the Trustee must pay, or apply, the relevant benefit in accordance with the rules set out in the death benefit agreement; and
 - (c) clause 10 of this Deed applies to the payment of the relevant benefit.

9.3.2 A death benefit agreement need be executed only by the Trustee and the relevant Member or beneficiary. On execution, the terms of any death benefit agreement form part of the Deed. They are to be read together with this Deed and in accordance with the following rules:

- (a) a death benefit agreement replaces any previous death benefit agreement;
- (b) if there is a death benefit agreement, then any binding death benefit notice is to be treated as not in effect for the purposes of this Deed and of regulation 6.17A(4) of the SIS Regulations (but see also the next clause which can overrule this clause);
- (c) if there is any inconsistency between the death benefit agreement and the remaining provisions of this Deed, then the terms of the Death benefit agreement prevail to the extent of that inconsistency – except that clause 2.3 of this Deed prevails over the agreement; and
- (d) if part of the death benefit agreement is invalid because it directs the Trustee to pay part, or all, of the benefits to a person to whom those benefits may not be paid in accordance with superannuation law (**disallowed benefits**) then:
 - (i) clause 9.3.1(b) does not apply in respect of the disallowed benefits;
 - (ii) clauses 9.3.1(a), and 9.3.2 (a) to 9.3.2 (c) apply to any part of the death benefit agreement which remains valid (and to the payment of death benefits other than disallowed benefits); and
 - (iii) clauses 9.3.2 (a) to 9.3.2 (c) apply for the purpose of determining the disallowed benefits, and the disallowed benefits must be paid in accordance with the remainder of this clause 9.

9.4 Binding Death Benefit Notice Payment Arrangements

After the death of a Member or Beneficiary who has given the Trustee a Binding Death Benefit Notice, the Trustee must comply with that notice subject to clauses 9.2 and 9.3.

9.5 Non-Binding Death Benefit Notice Payment Arrangements

If after the death of a Member or Beneficiary, not all Death Benefits have been paid or applied in accordance with the Death Benefit Agreement or Binding Death Benefit Notice, then the Trustee must pay or apply the relevant benefit in a way that the Trustee thinks fit in accordance with the following Rules:

- 9.5.1 If the Member or Beneficiary has left dependants, then the Trustee must pay or apply the benefit to or for the benefit of any one or more of the dependants of the Member or Beneficiary a legal person or personal representatives of the Member or Beneficiary. The Trustee may do so in any proportions the Trustee thinks fit and may take into account the Member's wishes contained in a non-binding nomination form.
- 9.5.2 If the Member or Beneficiary has not left any dependants but does have a legal personal representative, then the Trustee must pay the benefit to the legal personal representatives of the Member or Beneficiary.
- 9.5.3 If the Member or Beneficiary has not left any dependants and has no legal personal representative, then the Trustee may pay or apply the benefit to or for the benefit of any individual at the Trustee's discretion. The Trustee may do so in any proportions the Trustee thinks fit.
- 9.5.4 If the Trustee has not paid or applied the benefit to or for the benefit of any person under the proceeding sub-clauses 9.5.1, 9.5.2 and 9.5.3, then the Trustee must treat the benefit as a forfeited benefit entitlement.

9.6 Death of Member or former Member

If a Member or former Member who has become entitled to a lump sum benefit dies before the payment is made, then the Trustee must pay the amount in accordance with clauses 9.2 to 9.5.

9.7 Discharge of Trustee

The receipt by a dependant, legal personal representative, relative or other person of any part of a benefit under either of the previous clauses 9.2 to 9.6 discharges the Trustee from liability in relation to it. The Trustee is not responsible for seeing to its application.

9.8 Total and permanent disablement benefit

The Trustee must pay a benefit to a Member whom the Trustee believes to be totally and permanently disabled unless requested otherwise by the Member. The benefit may be either of the following:

9.8.1 A lump sum equal to the full amount standing to the credit of the accumulation account or pension account of the Member; or

9.8.2 One or more pensions or annuities representing that amount.

9.9 Temporary total disablement benefit

9.9.1 The Trustee must pay a benefit to a Member whom the Trustee believes to be temporarily totally disabled unless requested otherwise by the Member. The benefit must be in the form of a pension or annuity that represent the following amounts:

(a) In the case where the Trustee is entitled to a benefit under an insurance policy in relation to the Member's temporary total disablement, the amount payable to the Trustee; or

(b) In any other case, the amount decided by the Trustee, provided it does not reduce the minimum withdrawal benefit of the Member under superannuation law.

The Member is not entitled to commute any part of this benefit.

9.9.2 The Trustee must cease paying the benefit for temporary total disablement:

(a) In a case where the Trustee is entitled to benefit under an insurance policy in relation to the Member's temporary total disablement, when the Trustee ceases to be entitled to that benefit; or

(b) In any other case, when the Member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this Deed or requests that the benefit ceases to be paid.

9.9.3 The Trustee must pay the benefit in respect of temporary total disablement in the following way:

(a) In a case where the Trustee is entitled to benefit under an insurance policy in relation to the Member's temporary total disablement, in the way the benefit is paid by the insurer; or

(b) In any other case, in the way the Trustee decides.

9.9.4 A Member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

9.9.5 A Member does not cease being a Member because he or she is receiving a benefit in respect of temporary total disablement.

9.10 Retirement benefits

9.10.1 The Trustee may pay a Member the retirement benefit at the Member's request if either of the following applies:

- (a) The Member retires from employment with their employer on or after reaching normal retirement age; or
- (b) The Member becomes entitled under superannuation law to the payment of a benefit despite still being employed.

The Trustee must pay the benefit in any form permitted by superannuation law, including in the form of a lump sum representing the amount standing to the credit of the Member's accumulation account or pension account. However, the Trustee may elect to use part or all of that amount, instead, to purchase one or more pensions or annuities decided on in consultation with the Member. The Trustee must immediately inform Members of the election.

9.10.2 On request by a Member, the Trustee must pay a benefit to that Member in each of the following cases:

- (a) The Member ceased to be employed before normal retirement age, but has reached the relevant preservation age;
- (b) The Member retired from an arrangement under which the Member was gainfully employed and has reached 60 or another age prescribed by superannuation law; or
- (c) In any other case as permitted by superannuation law.

The Trustee must pay the benefit in any form permitted by superannuation law, including in the form of a lump sum representing the amount standing to the credit of the Member's accumulation account or pension account. However, the Trustee may elect to use part or all of that amount, instead, to purchase one or more pensions or annuities decided on in consultation with the Member. The Trustee must immediately inform Members of the election.

10. Payment of benefit

10.1 Notice of payments and claims

10.1.1 The Trustee may give notice that a benefit is payable to the following persons:

- (a) If the benefit is payable to a Member, to that Member;
- (b) If the benefit is payable on the death of a Member, to the nominated beneficiary, the reversionary beneficiary, the legal personal representatives of the Member, known dependants of the Member and any other person the Trustee reasonably believes may have an entitlement or interest in the benefit; or
- (c) In any other case, any persons the Trustee reasonably believes may have an entitlement or interest in the benefit.

10.1.2 The Trustee may give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the Trustee that he or she is entitled to a benefit, the Trustee must notify any persons to whom a notice was required to be sent under clause 10.1.1 to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the Trustee must pay the relevant part of the benefit to that person.

10.1.3 If a person makes a claim out of time to an entitlement to a benefit, the Trustee is not bound to make any payment to that person.

10.1.4 The Trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

10.2 Payments – general

10.2.1 Either the Trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.

10.2.2 The Trustee may send a benefit to the postal address that the person entitled to it has last notified to the Trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the Trustee decides on.

10.2.3 A person to whom a benefit becomes payable must notify the Trustee of his or her full residential address, and of any change in that address. He or she must also notify the Trustee of a bank account into which he or she asks the benefit to be paid.

10.2.4 On request by the Trustee, a person to whom a benefit is paid must give the Trustee a receipt and release for the payment in the form required by the Trustee.

10.3 Person under legal disability

10.3.1 If a person to whom the Trustee is to pay any part of a benefit is under a legal disability, or the Trustee believes that it would be in that person's best interests for the Trustee not to make the payment to that person, the Trustee may make the payment in any of the following ways as the Trustee thinks fit:

- (a) To or for the maintenance, education, advancement, support or benefit of the person on any conditions; or
- (b) To, and for the benefit of, another person who appears to the Trustee to be any of the following: the Trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.

10.3.2 The receipt by a person of a payment in accordance with clause 10.3.1 discharges the Trustee from liability in relation to it. The Trustee is not responsible for seeing to its application.

10.4 Transfer of assets

With the consent of a Member or beneficiary to whom a benefit is payable, the Trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the Member or beneficiary or to the Trustee of the relevant approved benefit arrangement.

11. Forfeiture of benefit entitlements

Note: Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.

11.1 Forfeiture account

The Trustee may establish or maintain a forfeiture account into which the Trustee must pay any amount forfeited under this Deed. Money held in that account does not form part of an accumulation account or pension account. The Trustee must credit any income from that money to the forfeiture account.

11.2 Circumstances of forfeiture

11.2.1 All benefit entitlements of a person are forfeited in each of the events in clauses (a) to (f) — unless the Trustee has determined otherwise within six months after the relevant event. The Trustee's determination has effect from the date specified by the Trustee which may be a date before the date of the event:

- (a) The person assigns or charges, or attempts to assign or charge a benefit entitlement, except in accordance with superannuation law;
- (b) The person's interest in a benefit entitlement becomes payable to or vested in another person or a government or public authority;
- (c) The person is or becomes insolvent or has committed or commits an act of bankruptcy;
- (d) The person is unable personally to receive or enjoy any part of the entitlement;
- (e) In the Trustee's opinion, the person is incapable of managing his or her affairs; or
- (f) In the Trustee's opinion, the person is guilty of fraud or dishonesty.

11.2.2 This clause does not apply to the extent that it would be made ineffective by the *Bankruptcy Act 1966* or superannuation law.

11.3 Forfeiture of residue

A person forfeits the residue in an accumulation account or pension account if the Trustee is satisfied that the person has been paid all benefits that he or she is entitled to be paid under this Deed.

11.4 Application of forfeiture account

The Trustee may pay or apply forfeited money held in the forfeiture account in any one or more of the following ways in accordance with superannuation law:

- 11.4.1 To or for the benefit of the relevant person or the dependants of the relevant Member in any proportions the Trustee decides on;
- 11.4.2 To the Trustee of the relevant Member's estate;
- 11.4.3 To or for the benefit of other Members or their dependants who have rights to receive benefits under this Deed;
- 11.4.4 To provide additional benefits to other Members or their dependants in accordance with superannuation law;
- 11.4.5 To the equalisation account (if any);
- 11.4.6 To any employees of the Member or former Member the Trustee thinks appropriate; or
- 11.4.7 To any other person or entity the Regulator approves in writing.

11.5 Limit in relation to payments to Member or dependants

The Trustee must not make a payment under clause 11.4 to a Member who is still being employed by an employer, except for the purpose of relieving the hardship of that Member or his or her dependants.

11.6 Possible adjustment to entitlements

If the event that gave rise to forfeiture of an entitlement in respect of a Member ceases to affect that Member, the Trustee may re-establish any rights in the Member that the Trustee thinks fit. They must not be greater than they were before the forfeiture.

12. Provisions relating to the *Family Law Act*

12.1 Payment splits

- 12.1.1 If the Trustee receives a splitting agreement or court order under Part VIIIB of the Family Law Act, then provided the agreement or court order has been properly served and subject to superannuation law, the Trustee may:
- (a) Vary the relevant Member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the Trustee determines from time to time, to the extent permitted by superannuation law; and
 - (b) Make a payment to the non-Member spouse or a transfer in respect of the non-Member spouse in accordance with clause 12.3.
- 12.1.2 The Trustee may as it determines from time to time subject to superannuation law, make rules dealing with:
- (a) The valuation of a non-Member spouse's benefit or benefit entitlement (including any adjustments);
 - (b) The timing of the calculation of the non-Member spouse's benefit or benefit entitlement; or
 - (c) Other matters relating to the payment split or the non-Member spouse's benefit or benefit entitlement.
- 12.1.3 If the Trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the Trustee must:
- (a) Record the existence of the agreement or court order; and
 - (b) Keep a record of the non-Member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the Trustee determines from time to time subject to superannuation law.

12.2 Flagging agreements

- 12.2.1 If the Trustee receives a flagging agreement or court order under Part VIIIB of the Family Law Act, then provided the agreement or court order has been properly served, the Trustee must:
- (a) Record the existence of the agreement or court order; and
 - (b) Defer payment of the benefit to or in respect of the relevant Member until the agreement or court order is lifted.

12.3 Transfer of non-Member spouse interests

- 12.3.1 If the Trustee receives a splitting agreement or court order under Part VIIIB of the Family Law Act, the agreement or court order has been validly served, then if any amount becomes payable in respect of the non-Member spouse under that agreement or order:
- (a) The Trustee must pay that amount to the non-Member spouse – if the non-Member asks for that payment in writing; or
 - (b) The Trustee must transfer that amount to another fund (including an eligible rollover fund) in respect of that non-Member spouse if the non-Member asks for that transfer in writing.

- 12.3.2 Any payment amount under this clause must be in accordance with superannuation law. The receipt by the non-Member spouse or the Trustee of that other fund will sufficiently discharge the Trustee of its liability in respect of that non-Member spouse.

12.4 Refusal to admit as Member

Provided that the Trustee acts in accordance with superannuation law, the Trustee may refuse to admit a non-Member spouse as a Member of the Fund.

13. Trustee's powers

13.1 Powers and discretion

13.1.1 The Trustee has all the powers in relation to the assets of the Fund that the Trustee would have if the Trustee were the legal and beneficial owner of those assets. It also has all the powers that a Trustee has at law and the powers specifically conferred on the Trustee by this Deed.

13.1.2 The Trustee has an absolute discretion in relation to exercising or not exercising any power under this Deed or at law, and in relation to the way in which any power is exercised. The Trustee's decision on such a matter is final and binding.

13.2 Delegation of power and directions

13.2.1 The Trustee may delegate to another person, including one or more Trustees or one or more directors of the Trustee, any power or duty on any terms the Trustee thinks fit. The Trustee may alter or revoke any delegation.

13.2.2 The Trustee is not subject to direction in exercising any power under this Deed or at law, except to the extent indicated under superannuation law.

13.3 Specific powers

13.3.1 To exclude any possible doubt, the Trustee has the power to do any of the following to the extent allowed by superannuation law:

- (a) To borrow money, on security or not;
- (b) To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the Fund;
- (c) To indemnify a person;
- (d) To open and operate bank accounts in the usual way, and to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities; and
- (e) To do anything the Trustee considers necessary or desirable in connection with performing its obligations under this Deed.

13.4 Limit on borrowing

The Trustee must not (except as provided by this deed in clause 13.6 and superannuation law):

- 13.4.1 borrow money; or
- 13.4.2 maintain an existing borrowing of money.

13.5 Trustee may grant security over asset

The Trustee may, to the extent allowed by superannuation law, mortgage, pledge, charge, assign or otherwise provide as security, any asset of the Fund for the purpose of the Trustee borrowing or maintaining a borrowing of money including (without limitation) for the purpose of a "limited recourse borrowing arrangement" referred to clause 13.6.

Note: there are strict requirements which must be met for a borrowing, any associated mortgaging or charging of assets, to be lawful (see part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). It is recommended that you seek professional advice before entering into any arrangements under which the Fund borrows money or mortgages or charges its assets.

13.6 When borrowing is allowed (including "limited recourse borrowing arrangements")

13.6.1 The Trustee may borrow or maintain a borrowing of money in any one or more of the following cases:

- (a) to enable the Trustee to pay a surcharge or advance instalment which the Trustee is required to pay under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* – as long as the borrowing complies with section 67(2A) of the SIS Act;
- (b) to enable the Trustee to settle a transaction to acquire any one or more of the securities listed in section 67(3)(a) of the SIS Act – as long as the borrowing complies with all of the requirements of section 67(3) of the SIS Act;
- (c) under an arrangement (a "limited recourse borrowing arrangement") which the Trustee enters, or has entered into, in which the money borrowed is, or has been, used to acquire an asset that superannuation law allows the Trustee to acquire – as long as the borrowing complies with Part 7 of the SIS Act.

13.6.2 Clause 13.6.1 does not limit the circumstances in which the Trustee may borrow or maintain a borrowing of money.

Note: there are strict requirements which must be met for a borrowing, any associated mortgaging or charging of assets, to be lawful (see part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). It is recommended that you seek professional advice before entering into any arrangements under which the Fund borrows money or mortgages or charges its assets.

13.7 Insurance

13.7.1 The Trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a Member. A policy may be a group policy or an individual policy.

13.7.2 The Trustee is not bound to arrange one or more insurance policies, except where the Trustee has informed the Member or beneficiary that the Trustee will arrange a policy of a specified type and amount and the Member or beneficiary has not asked the Trustee in writing not to do so, or has withdrawn his or her request for the Trustee to arrange that policy. Even so, the Trustee is not bound to arrange a policy that the Trustee is unable to arrange.

13.7.3 If an insurer will only insure a Member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the Member or beneficiary, the Trustee may impose the policy conditions on that benefit despite the conditions stated in this Deed.

13.8 Powers – general

13.8.1 The Trustee may exercise any power under this Deed or at law despite the fact that the Trustee has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise.

- 13.8.2 A Trustee and any director of the Trustee must disclose a conflict of interests of the type described in clause 13.8.1 in accordance with superannuation law.

13.9 Benefits transfers

- 13.9.1 On written request by a Member or beneficiary, the Trustee may transfer to the Trustee of an approved benefit arrangement any part of the amount in the Fund that represents the Member's or beneficiary's benefit or benefit entitlement (including any amount in a pension account). The Trustee may only do so if the following conditions are met:
- (a) The Member or beneficiary is eligible to join or has joined the arrangement;
 - (b) The Trustee is satisfied that the transfer complies with superannuation law; and
 - (c) The amount the Trustee transfers must not exceed the amount in the Member's or beneficiary's accumulation account, except to the extent of any amount that the Trustee decides to add to that account from the equalisation account (if any) under clause 4.5.
- 13.9.2 The Member or beneficiary must complete and execute any documents required by the Tax Act for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the Trustee from all liability in respect of the amount transferred. The Trustee is not responsible for seeing to the application of that amount by the approved benefit arrangement. On completion of the transfer, the Member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the Trustee or the Fund in respect of the relevant amount.
- 13.9.3 The Trustee may transfer to the Trustee of an approved benefit arrangement that is a successor fund to the Fund under superannuation law any part of the amount in the Fund that represents a benefit entitlement. The consent of the Member or beneficiary is not required. Nor is it necessary that the Member already be a Member of the successor Fund.
- 13.9.4 In accordance with superannuation law, the Trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a Member's or beneficiary's benefit entitlement. The Trustee must do so if superannuation law requires it.
- 13.9.5 With the consent of a Member or beneficiary to whom or in respect of whom a transfer is to be made under this clause 13.9, the Trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the Member or beneficiary or to the Trustee of the relevant approved benefit arrangement.
- 13.9.6 The Trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a Member or beneficiary of the Fund. The Trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The Trustee may decide that the person is to be treated as having been a Member of the Fund from the time he or she became a Member of the approved benefit arrangement.

14. Fund Administration

14.1 Dealing with money received

The Trustee must ensure that any money received by the Fund is dealt with as soon as practicable in one of the following ways:

- 14.1.1 Deposited to the credit of the Fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the Trustee or otherwise invested in accordance with clause 6;

14.1.2 Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the Trustee for the purposes of the Fund; or

14.1.3 Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this Deed.

14.2 Money and other assets to be kept separate

The Trustee must ensure that money and other assets of the Fund are kept separate from those held by the Trustee personally and not for the Fund's members.

14.3 Effect of receipts

A receipt given by the Trustee or the secretary of the Fund or another person authorised by the Trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the Fund.

14.4 Employers to provide information to Trustee

On written request by the Trustee, an employer must give the Trustee any information which it has or can obtain that is, in the Trustee's opinion, necessary or desirable for managing and administering the Fund. The Trustee may act on that information and is not required to verify it.

14.5 Compliance

The Trustee must comply with superannuation law and with any directions of the Regulator in relation to the Fund.

14.6 Trustee may not charge fees

The Trustee must not charge any fees in relation to acting as Trustee under this Deed or performing any services in respect of the Fund.

14.7 Trustee entitled to be reimbursed for expenses

The Trustee is entitled to be reimbursed from the Fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as Trustee under this Deed.

14.8 Trustee to keep records and accounts

The Trustee must keep proper records and accounts of all money received by the Fund and paid out by it, including adequate details of all dealings by the Fund in connection with that money.

14.9 Trustee to collect money owing to the Fund

The Trustee must ensure that money owing to the Fund is collected promptly and dealt with in accordance with this Deed.

14.10 Trustee to keep records, accounts, books etc

The Trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

14.11 Documents to be prepared

The Trustee must ensure that each of the following is prepared in respect of the Fund in accordance with superannuation law:

14.11.1 A statement of its financial position;

14.11.2 An operating statement; and

14.11.3 Any other account or statement required by superannuation law.

14.12 Assets to be valued at Market Value

When preparing the documents set out in clause 14.11 the Trustee must ensure that the Fund's assets are valued at their Market Value.

14.13 Annual return

The Trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

14.14 Audit

The Trustee must arrange for the books, accounts and records of the Fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

14.15 Disclosure requirements

The Trustee must ensure that information and documents are provided to each of the following persons in accordance with the requirements of superannuation law:

- 14.15.1 Employers;
- 14.15.2 The Regulator;
- 14.15.3 The actuary (if one is appointed);
- 14.15.4 The auditor; and
- 14.15.5 Any other person.

14.16 Availability of books and records

The Trustee must ensure that the books of the Fund and information relating to it are available for inspection and copying, and that access is provided to premises where the books and information are available to be inspected and copied, in accordance with superannuation law.

14.17 Availability of Deed and documents

The Trustee must ensure that this Deed and any other documents (or copies of the Deed and documents) are made available for inspection by a Member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the place of business of a Trustee.

14.18 Appointment of auditor

The Trustee may appoint a suitably qualified person as auditor of the Fund.

14.19 Appointment of actuary

The Trustee may appoint as actuary of the Fund:

- 14.19.1 An actuary who is a Fellow of the Institute of Actuaries of Australia;
- 14.19.2 A Member of a firm or company of which at least one Member or director is a Fellow of the Institute of Actuaries of Australia; or
- 14.19.3 An auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

14.20 Appointment of administration manager, investment manager, custodian

The Trustee may appoint one or more suitably qualified persons to act, in relation to the Fund or a specified part of the Fund, an investment manager, administration manager and, or alternatively, a custodian.

14.21 Superannuation law to be observed

Any appointment by the Trustee must be in accordance with superannuation law.

14.22 Trustee may remove person from office

The Trustee may remove from office a person the Trustee has appointed to an office.

14.23 Trustee not bound by advice

Except to the extent required by superannuation law, the Trustee is not bound to follow the advice of a person the Trustee has appointed.

14.24 Liability of the Trustee is limited

Where the Trustees are individuals, to the extent allowed by superannuation law, neither the Trustee nor an employee of the Trustee is liable for anything done or not done in connection with acting as Trustee, unless at least one of the following applies:

- 14.24.1 The Trustee failed to act honestly;
- 14.24.2 The Trustee intentionally or recklessly failed to exercise the degree of care required; or
- 14.24.3 The Trustee incurred a monetary penalty under a civil penalty order made in accordance with superannuation law.

14.25 Liability of the Trustee is limited

Where the Trustee is a constitutional corporation, to the extent allowed by superannuation law, neither the Trustee nor any of its directors, officers or employees is liable for anything done or not done in connection with acting as Trustee, unless at least one of the following applies:

- 14.25.1 The person fails to act honestly;
- 14.25.2 The person intentionally or recklessly fails to exercise the degree of care and diligence the person is required to exercise; or
- 14.25.3 The person incurs a monetary penalty under a civil penalty order made in accordance with superannuation law.

14.26 Indemnity

To the extent allowed by superannuation law, the Trustee (and, if the Trustee is a constitutional corporation then each of its directors and its officers and employees) is entitled to an indemnity from the Fund in all cases where the person is not liable under the preceding clause. The Trustee has a lien on the assets of the Fund for this purpose.

14.27 Other persons who may act

14.27.1 Subject to superannuation law, the Trustee may appoint the following persons to act as a Trustee or director of the Trustee of the Fund:

- (a) The legal personal representative of a deceased Member, from the date of the Member's death until the Member's death benefits begin to be paid;

- (b) The legal personal representative of a Member, while he or she holds an enduring power of attorney in respect of the Member or while the Member is under a legal disability;
- (c) Where the Trustees are individuals, the legal personal representative, parent or guardian of a Member who is a minor; or
- (d) Any other person if the superannuation law allows that person to be a Trustee or director of the Trustee and the Fund would remain a self-managed superannuation fund.

14.27.2 If there is no person willing and able to act as Trustee, including on account of the death of all Members, the legal personal representative of the last surviving Member may make more appointments under clause 14.27.1.

14.28 Continuity of office

When a person ceases to be a Trustee or becomes a Trustee, any other person acting as Trustee must do everything necessary to vest the Fund in the new or remaining Trustees and must deliver all records and other books to the new or remaining Trustees.

14.29 Appointment of Trustee

- 14.29.1 The Trustee will determine who acts as Trustee in accordance with this Deed and superannuation law for the Fund to continue as a self-managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of Trustee. The Trustee may accept the Trustee's resignation in writing for this purpose.
- 14.29.2 The appointment or removal of a Trustee must be in writing and must immediately be advised to any other Trustee.
- 14.29.3 Where the Trustee is unable or unwilling to determine who will act as Trustee then the majority of Members of the Fund will determine who will act as Trustee. If there are no Members in the Fund, the former Members of the Fund (or their legal personal representatives) will determine who acts as Trustee of the Fund.

15. Miscellaneous

15.1 Winding-up

15.1.1 The Trustee may elect to wind up the Fund on a specified date in the following cases:

- (a) The Trustee decides to wind up the Fund; or
- (b) There are no longer any Members of the Fund.

The Trustee must elect to wind up the Fund on a specified date if the Regulator requires the Fund to be wound up.

15.1.2 After deducting from the assets of the Fund the costs of administering and winding up the Fund, the Trustee must pay the benefits in the following order to the extent that the assets of the Fund are sufficient to do so:

- (a) Benefits to which Members, former Members or their dependants are entitled but which they have not been paid on the day before the termination date; and
- (b) Additional benefits to Members, former Members or their dependants as the Trustee thinks appropriate.

15.2 Legal rights of Member not affected by this Deed

Nothing in this Deed affects any right a person may have to claim compensation or damages at common law or under statute.

15.3 Variation

15.3.1 The Trustee may vary this Deed either prospectively or retrospectively. The Trustee may do so by written resolution or Deed. If superannuation law requires it, the Trustee must promptly give a certified copy of the resolution or a copy of the Deed to the Regulator.

15.3.2 The Trustee does not have power to vary this Deed so as to do either of the following:

- (a) Adversely alter the rights of a Member to accrued benefits or the amount of those accrued benefits that arise before the variation is effected; or
- (b) Reduce the amount of any other entitlement that is or may become payable in relation to a time before the date of the variation.

15.3.3 However, clause 15.3.2 does not apply if the reduction is necessary to enable the Fund to comply with superannuation law or if each affected Member, or the Regulator, consents in writing to the reduction.

15.3.4 The Trustee also does not have power to vary this Deed in a way that would have either of the following effects:

- (a) Unless the Trustee is a corporation, altering the purpose of the Fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law; or
- (b) Unless the sole or primary purpose of the fund is to provide old age pensions to Members, allowing any person except a corporation to be appointed Trustee of the Fund.

15.3.5 If superannuation law requires it, the Trustee must inform Members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The Trustee must do so in accordance with superannuation law.

15.4 Dispute resolution

If superannuation law requires it, the Trustee must establish a system complying with that law for dealing with enquiries and complaints from Members, beneficiaries and dependants.

15.5 Interpretation

A reference in this Deed to:

- 15.5.1 A statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- 15.5.2 A person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 15.5.3 A person includes the legal personal representatives, successors and assigns of that person;
- 15.5.4 Anybody which no longer exists or has been reconstituted, renamed, replaced or whose powers and functions have been removed or transferred to another body or agency, whether expressly or impliedly, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;

- 15.5.5 A clause, schedule or appendix is reference to a clause, schedule or appendix in or to this Deed;
- 15.5.6 This or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 15.5.7 The singular includes the plural and vice versa; and
- 15.5.8 A gender includes the other gender.

15.6 Proper law

This Deed is governed by and is to be construed in accordance with the laws of the State or Territory in which this Deed is executed. The parties consent to the exercise of jurisdiction by the courts of that place.

Schedule 1

Form of Product Disclosure Statement

The Product Disclosure Statement begins on the next page

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SMSF Investment Strategy

Hvideka Superfund

Date: 22 February 2021

Objective

This investment strategy of (as reviewed and amended annually or more often depending on changes to the needs of members) is created in compliance with the Superannuation Industry (Supervision) Act 1993.

The Fund:

1. accepts employer and member contribution and contributions from other persons as the laws allow
2. transfers from other Superannuation funds and from a spouse as the laws allow
3. provides benefits to members upon retirement and as the laws allow
4. provides other activities as allowed by the laws and regulations from time to time
5. allows access to any unrestricted non-preserved benefits (as/when allowed by the laws and regulations)
6. provides for the payment of pension benefits at a rate as determined in the future from time to time.

The fund complies with the current laws and regulations and the rules in the trust deed. It has the following investment objectives:

Risk and Return

It is recognised that timing (when you get into the investment) and time in the investment (how long you are in the investment) affects returns. Different investments have different returns and volatility. The Trustee (from time to time) of the fund has a strong emphasis on preserving the fund's capital. However, many sound investments are not capital guaranteed. Security of capital has to be tempered with the need to achieve the desired rate of return. Therefore, assets that show volatility may be of benefit to the fund.

The Trustee is ever vigilant to balance these two objectives:

- protecting the capital and
- growing the value of the fund by obtaining an acceptable rate of return.

Position on Diversification

From time to time fund investments may be diversified across asset classes but at other times maybe concentrated in only a few or one. The trustee will invest according to market conditions and availability of the fund's assets. A funds assets maybe predominantly invested in residential or commercial (or other types) of real estate should the trustee see fit to do so.

Required Rate of Return

The Trustee seeks an overall investment return for the fund in the 7-10 year term (medium term) of 3-5% above the average rate of inflation over that period.

Trustee's Obligations

The Trustee ensures that the fund meets the legislated standard minimums to continue to obtain concessional taxation status on the income. It is also incumbent on the Trustee to consider the tax consequences of all investments. Tax-advantaged products may reduce the fund's taxation burden. Tax is one of the Trustee's relevant concerns. The Trustee acknowledges that members' benefits are a liability of the fund. The Trustee gives thought to the level of benefit required to be paid to the member. However, while no terminations or benefits are expected to be paid out in the short to medium term the Trustee is at liberty to examine investments that are medium term. However, when the member is in pension phase the time horizon may be far shorter.

Paying Debts

The Trustee is obliged to pay tax, expenses and benefits. It will do so within 31 days. The Trustee ensures that it holds sufficient cash to meet such obligations.

Cost of Investing

The Trustee strives to reduce costs of investing. However, at times upfront investment costs are payable in order to obtain the best investment products that fit into this investment strategy. Exit costs and penalties may also be part of the cost of carrying out this investment strategy.

Gearing

Borrowing to invest is permissible by the fund in accordance with the rules and laws at the time.

Investments (all investments maybe held within the following range 0-100%)

Cash

Money can be held in kind, in banks, building societies, lending institutions and cash management accounts.

Australian Shares

After research and due diligence, these include listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Fixed Interest

These include deposits in Australian and overseas banks, building societies, lending institutions, cash management accounts, government and non-government bonds, bank bills, debentures, corporate notes and specialist fixed interest funds.

International Shares

After research and due diligence, these include investments directly or indirectly in listed and unlisted shares from around the world including listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Property

This includes direct residential and commercial real estate, both direct and indirect investments in listed and unlisted property trusts and property securities funds.

Derivatives

Derivatives are financial contracts, or financial instruments, whose prices are derived from the price of something else (known as the underlying). The underlying price on which a derivative is based can be that of an asset (e.g., commodities, equities (stocks), residential mortgages, commercial real estate, loans, bonds), an index (e.g., interest rates, exchange rates, stock market indices, consumer price index (CPI), inflation derivatives, or other items).

Structured Products

This includes products that cover a diverse set of investment categories outside traditional bonds and shares and can be considered as having a typically higher risk/ return profile, or other features that provide some complexity to the investment. These products that are derived from and/or based on a single security or securities, a basket of stocks, an index, a commodity, debt issuance and/or a foreign currency, among other things and include index and equity linked notes, term notes and units generally consisting of a contract to purchase equity and/or debt securities at a specific time.

Art

This includes Emerging Artists, Mid-Career Artists and Blue-chip Artists. A rising artist generally does not have any auction record though their artworks are exhibited and collected by a number of famous art galleries. Mid-career artists are already established in their careers and have a promising auction history. Blue-chip artists are holding national significance and their art works are collected and auctioned by most all art galleries.

Insurance

The trustees have reviewed the need to hold a contract insurance for members of the fund and have determined that the trustees do not currently require insurance in compliance with the directives contained within SIS Act1994 Regulation 4.09 (2)(e)

Review

The Trustees undertake to review this strategy on a continual basis and will regularly revisit the objectives and strategies of the fund consistent with the needs of members and will as a minimum review the fund's investment strategy annually.

Signed by the Trustee(s)

Name of Trustee: Hrvoje Videka

Signed


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