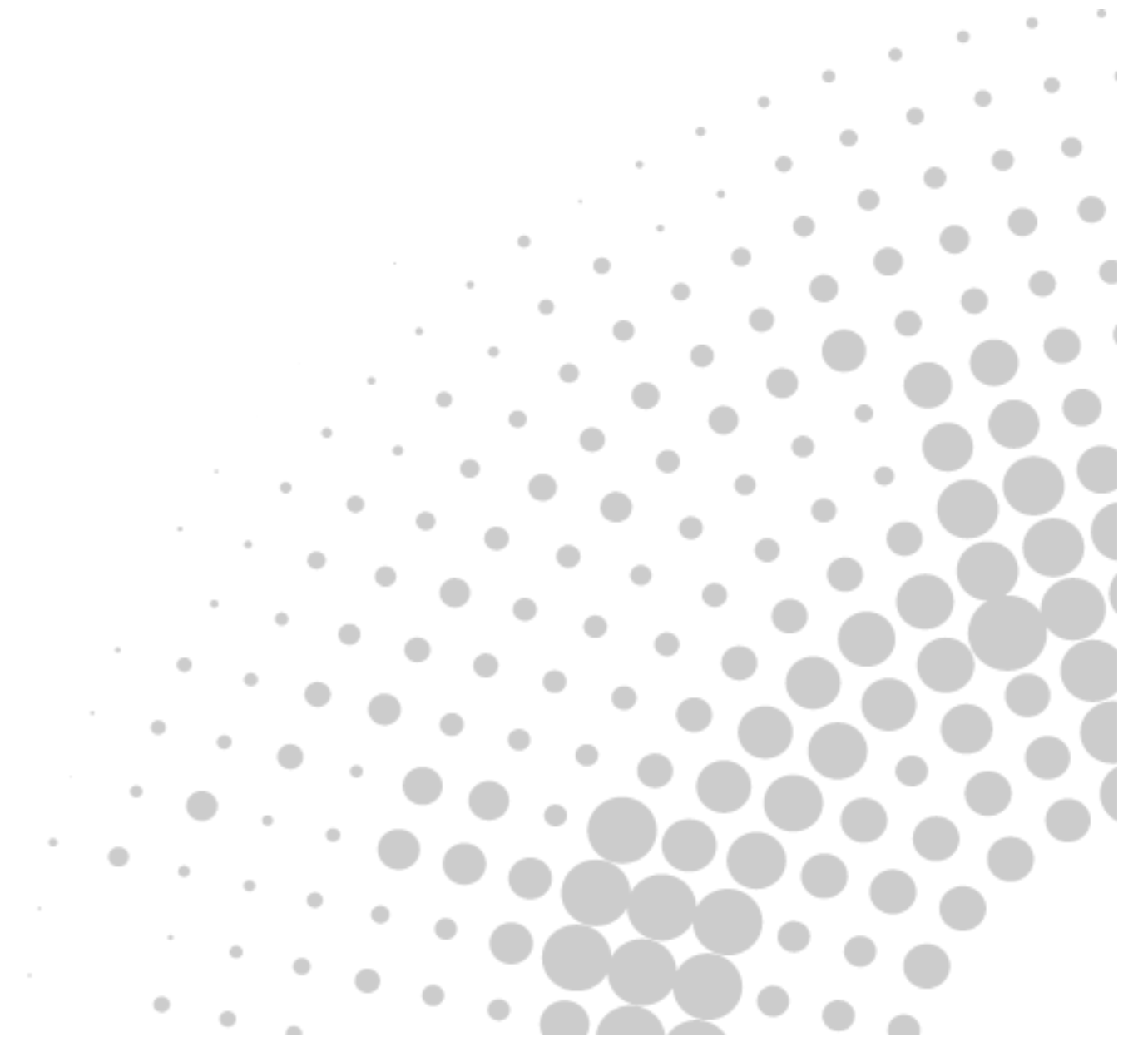


**Compliance Workpapers**  
**Ruygrok Super Fund**  
**Financial Year - 2023**



**Fund Details**

<b>Fund Name</b>	Ruygrok Super Fund
<b>Contact no</b>	0412300525
<b>Financial Year</b>	2023
<b>Established Date</b>	16/05/2023
<b>ABN</b>	16 556 033 804
<b>TFN</b>	685572504
<b>Trustee Type</b>	Corporate
<b>Trustees</b>	Ruygrok Super Fund
<b>ACN</b>	668009185

## Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
<b>Other Assets</b>	0.00	48,760.04	0.00	48,760.04	100.00	
<b>Cash At Bank</b>	0.00	45,010.04	0.00	45,010.04	100.00	
ANZ Business Essentials	0.00	45,010.04	0.00	45,010.04	100.00	<a href="#">WP-1</a>
<b>Prepaid Contribution Tax</b>	0.00	3,750.00	0.00	3,750.00	100.00	
Mr Theodorus Ruygrok	0.00	3,750.00	0.00	3,750.00	100.00	
<b>Total Assets</b>	0.00	48,760.04	0.00	48,760.04	100.00	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
<b>Income Tax Payable</b>	0.00	6,751.50	0.00	6,751.50	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
Provision for Income Tax	0.00	6,751.50	0.00	6,751.50	100.00	
<b>Unallocated Contributions</b>	0.00	25,000.00	0.00	25,000.00	100.00	
Mr Theodorus Ruygrok	0.00	25,000.00	0.00	25,000.00	100.00	
<b>Total Liabilities</b>	0.00	31,751.50	0.00	31,751.50	100.00	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
<b>Member Entitlement Accounts</b>	0.00	17,008.54	0.00	17,008.54	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Mr Theodorus Ruygrok</b>	0.00	17,008.54	0.00	17,008.54	100.00	
Accumulation	0.00	17,008.54	0.00	17,008.54	100.00	
<b>Total Member Entitlements</b>	0.00	17,008.54	0.00	17,008.54	100.00	

## Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
<b>Investment Income</b>	0.04	0.00	0.04	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Interest</b>	0.04	0.00	0.04	100.00	<a href="#">WP-1</a>
<b>Cash At Bank</b>	0.04	0.00	0.04	100.00	
ANZ Business Essentials	0.04	0.00	0.04	100.00	
<b>Member Receipts</b>	20,010.00	0.00	20,010.00	100.00	
<b>Contributions</b>	20,010.00	0.00	20,010.00	100.00	<a href="#">WP-1</a>
<b>Member</b>	20,010.00	0.00	20,010.00	100.00	
<b>Personal Concessional</b>	20,010.00	0.00	20,010.00	100.00	
Mr Theodorus Ruygrok	20,010.00	0.00	20,010.00	100.00	
<b>Total Income</b>	20,010.04	0.00	20,010.04	100.00	
Expenses	2023	2022	Change (\$)	Change (%)	
<b>Total Expenses</b>	0.00	0.00	0.00	0.00	
Income Tax	2023	2022	Change (\$)	Change (%)	
<b>Income Tax Expense</b>	3,001.50	0.00	3,001.50	100.00	<a href="#">WP-1</a> <a href="#">WP-2</a>
Income Tax Expense	3,001.50	0.00	3,001.50	100.00	
<b>Total Income Tax</b>	3,001.50	0.00	3,001.50	100.00	
<b>Net Profit(Loss) Total</b>	17,008.54	0.00			

## Lump Sum Payment - Good to Go

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

## 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
<b>Mr Theodorus Ruygrok</b> Date of Birth: 03/09/1959 (Age: 62 at 30/06/2023)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		20,010.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		20,010.00	0.00
	Amount above caps		0.00	0.00
<b>Mrs Vesna Ruygrok</b> Date of Birth: 11/03/1965 (Age: 57 at 30/06/2023)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	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.

### Market Value - Not Applicable

The system did not find any data to process.

### 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.



## Preservation Components - Not Applicable

The system did not find any data to process.

### Tax Component Verification (Accumulation) - 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
<b>Member Receipts / Contributions / Member / Personal Concessional / Mr Theodorus Ruygrok</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 180293 FROM 281238196	0.00	0.00	10.00	10.00
26/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 460803 FROM 281238196	0.00	0.00	20,000.00	20,010.00
30/06/2023	Closing Balance	0.00	0.00	0.00	20,010.00
<b>Investment Income / Interest / Cash At Bank / ANZ Business Essentials</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	0.04	0.04
30/06/2023	Closing Balance	0.00	0.00	0.00	0.04
<b>Income Tax Expense / Income Tax Expense</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/06/2023	Fund Income Tax	0.00	1.50	0.00	1.50
26/06/2023	Fund Income Tax	0.00	3,000.00	0.00	3,001.50
30/06/2023	Change in prepaid contribution tax	0.00	0.00	3,750.00	748.50
30/06/2023	Fund Income Tax	0.00	3,750.00	0.00	3,001.50
30/06/2023	Closing Balance	0.00	0.00	0.00	3,001.50
<b>Cash At Bank - ANZ Business Essentials</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
14/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 180293 FROM 281238196	0.00	10.00	0.00	10.00
26/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 460803 FROM 281238196	0.00	20,000.00	0.00	20,010.00
27/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 837724 FROM 281238196	0.00	25,000.00	0.00	45,010.00
30/06/2023	CREDIT INTEREST PAID	0.00	0.04	0.00	45,010.04
30/06/2023	Closing Balance	0.00	0.00	0.00	45,010.04
<b>Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / ANZ Business Essentials</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	0.04	0.04
30/06/2023	CREDIT INTEREST PAID	0.00	0.04	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Mr Theodorus Ruygrok</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 180293 FROM 281238196	0.00	10.00	0.00	10.00
14/06/2023	Contribution Received	0.00	0.00	10.00	0.00
26/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 460803 FROM 281238196	0.00	20,000.00	0.00	20,000.00
26/06/2023	Contribution Received	0.00	0.00	20,000.00	0.00
27/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 837724 FROM 281238196	0.00	25,000.00	0.00	25,000.00

Date	Description	Quantity	Debits	Credits	Balance
27/06/2023	Contribution Received	0.00	0.00	25,000.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Prepaid Contribution Tax / Mr Theodorus Ruygrok</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Change in prepaid contribution tax	0.00	3,750.00	0.00	3,750.00
30/06/2023	Closing Balance	0.00	0.00	0.00	3,750.00
<b>Income Tax Payable / Provision for Income Tax</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/06/2023	Tax Effect Of Income	0.00	0.00	1.50	1.50
26/06/2023	Tax Effect Of Income	0.00	0.00	3,000.00	3,001.50
30/06/2023	Tax Effect Of Income	0.00	0.00	3,750.00	6,751.50
30/06/2023	Closing Balance	0.00	0.00	0.00	6,751.50
<b>Fund Suspense / ANZ Business Essentials</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 180293 FROM 281238196	0.00	0.00	10.00	10.00
14/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 180293 FROM 281238196	0.00	10.00	0.00	0.00
26/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 460803 FROM 281238196	0.00	0.00	20,000.00	20,000.00
26/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 460803 FROM 281238196	0.00	20,000.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
27/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 837724 FROM 281238196	0.00	0.00	25,000.00	25,000.00
27/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 837724 FROM 281238196	0.00	25,000.00	0.00	0.00
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	0.04	0.04
30/06/2023	CREDIT INTEREST PAID	0.00	0.04	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Unallocated Contributions / Mr Theodorus Ruygrok</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
27/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 837724 FROM 281238196	0.00	0.00	25,000.00	25,000.00
30/06/2023	Closing Balance	0.00	0.00	0.00	25,000.00
<b>Member Entitlement Accounts / Mr Theodorus Ruygrok / Accumulation</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 180293 FROM 281238196	0.00	0.00	10.00	10.00
14/06/2023	Contribution Tax Withheld	0.00	1.50	0.00	8.50
26/06/2023	ANZ M-BANKING FUNDS TFER TRANSFER 460803 FROM 281238196	0.00	0.00	20,000.00	20,008.50
26/06/2023	Contribution Tax Withheld	0.00	3,000.00	0.00	17,008.50
30/06/2023	Investment Profit or Loss	0.00	0.00	0.04	17,008.54
30/06/2023	Closing Balance	0.00	0.00	0.00	17,008.54



## Permanent Documents

<a href="#">OCR_ATO Trustee Declaration_Vesna Signed.pdf</a>
<a href="#">Ruygrok SF_ABN Advice.pdf</a>
<a href="#">OCR_Ruygrok Super Fund Deed_Signed_Certified.pdf</a>
<a href="#">OCR_Ruygrok Super Fund Pty Ltd_CONSTITUTION_Signed.pdf</a>
<a href="#">Ruygrok Super Fund Pty Ltd_ASIC Extract.pdf</a>
<a href="#">OCR_ATO Trustee Declaration_Theo Signed.pdf</a>
<a href="#">OCR_Investment Strategy_Signed.pdf</a>
<a href="#">OCR_Ruygrok Super Fund DEED_Signed.pdf</a>
<a href="#">Certificate of Registration.PDF</a>

# Self-managed superannuation fund annual return **2023**

## 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 2023* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2023* (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](http://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)**

Ruygrok Super Fund

3 **Australian business number (ABN)** (if applicable)

4 **Current postal address**

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 **Annual return status**

Is this an amendment to the SMSF's 2023 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

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

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 012361

Fund account number 650498242

Fund account name

Ruygrok Super Fund Pty Ltd ATF Ruygrok Super Fund

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 

Day	Month	Year

 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 2023*.

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

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

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

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

**Calculation of assessable contributions**

Assessable employer contributions **R1** \$

plus Assessable personal contributions **R2** \$

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

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

Gross distribution from partnerships **I** \$  Loss

\*Unfranked dividend amount **J** \$

\*Franked dividend amount **K** \$

\*Dividend franking credit **L** \$

\*Gross trust distributions **M** \$  Code

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

**Calculation of non-arm's length income**

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

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

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

\*Other income **S** \$  Code

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

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

#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** \$  Loss

Exempt current pension income **Y** \$

**TOTAL ASSESSABLE INCOME (W less Y)** **V** \$  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	<b>A1</b> \$ <input type="text" value="0-00"/>		<b>A2</b> \$ <input type="text" value="0-00"/>
Interest expenses overseas	<b>B1</b> \$ <input type="text" value="0-00"/>		<b>B2</b> \$ <input type="text" value="0-00"/>
Capital works expenditure	<b>D1</b> \$ <input type="text" value="0-00"/>		<b>D2</b> \$ <input type="text" value="0-00"/>
Decline in value of depreciating assets	<b>E1</b> \$ <input type="text" value="0-00"/>		<b>E2</b> \$ <input type="text" value="0-00"/>
Insurance premiums – members	<b>F1</b> \$ <input type="text" value="0-00"/>		<b>F2</b> \$ <input type="text" value="0-00"/>
SMSF auditor fee	<b>H1</b> \$ <input type="text" value="0-00"/>		<b>H2</b> \$ <input type="text" value="0-00"/>
Investment expenses	<b>I1</b> \$ <input type="text" value="0-00"/>		<b>I2</b> \$ <input type="text" value="0-00"/>
Management and administration expenses	<b>J1</b> \$ <input type="text" value="0-00"/>		<b>J2</b> \$ <input type="text" value="0-00"/>
Forestry managed investment scheme expense	<b>U1</b> \$ <input type="text" value="0-00"/>		<b>U2</b> \$ <input type="text" value="0-00"/>
Other amounts	<b>L1</b> \$ <input type="text" value="0-00"/> <span style="border: 1px solid black; padding: 2px;">Code</span>		<b>L2</b> \$ <input type="text" value="0-00"/> <span style="border: 1px solid black; padding: 2px;">Code</span>
Tax losses deducted	<b>M1</b> \$ <input type="text" value="0-00"/>		

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

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

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

**TOTAL SMSF EXPENSES**  
**Z** \$   
 (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 2023* on how to complete the calculation statement.

#Taxable income	<b>A</b>	\$	<input type="text" value="45010"/>	<b>-00</b>
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	<b>T1</b>	\$	<input type="text" value="6751.50"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	<b>J</b>	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

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

Foreign income tax offset	<b>C1</b>	\$	<input type="text" value="0"/>	
Rebates and tax offsets	<b>C2</b>	\$	<input type="text"/>	
Non-refundable non-carry forward tax offsets	<b>C</b>	\$	<input type="text" value="0"/>	
<i>(C1 plus C2)</i>				

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

Early stage venture capital limited partnership tax offset	<b>D1</b>	\$	<input type="text" value="0"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	<b>D2</b>	\$	<input type="text" value="0"/>	
Early stage investor tax offset	<b>D3</b>	\$	<input type="text" value="0"/>	
Early stage investor tax offset carried forward from previous year	<b>D4</b>	\$	<input type="text" value="0"/>	
Non-refundable carry forward tax offsets	<b>D</b>	\$	<input type="text" value="0"/>	
<i>(D1 plus D2 plus D3 plus D4)</i>				

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

Complying fund's franking credits tax offset	<b>E1</b>	\$	<input type="text"/>	
No-TFN tax offset	<b>E2</b>	\$	<input type="text"/>	
National rental affordability scheme tax offset	<b>E3</b>	\$	<input type="text"/>	
Exploration credit tax offset	<b>E4</b>	\$	<input type="text"/>	
Refundable tax offsets	<b>E</b>	\$	<input type="text" value="0"/>	
<i>(E1 plus E2 plus E3 plus E4)</i>				

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

Section 102AAM interest charge  
**G** \$

Fund's tax file number (TFN)

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

<b>#Tax offset refunds</b> (Remainder of refundable tax offsets)	<b>I \$</b> <input type="text" value="0"/>
	<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 \$**

<b>AMOUNT DUE OR REFUNDABLE</b> A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.	<b>S \$</b> <input type="text" value="7269.50"/>
	<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 2023*.

Tax losses carried forward to later income years **U \$**  -00

Net capital losses carried forward to later income years **V \$**  -00



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

### Section F: Member information

#### MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

#### Contributions

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions

**A** \$

ABN of principal employer

**A1**

Personal contributions

**B** \$

CGT small business retirement exemption

**C** \$

CGT small business 15-year exemption amount

**D** \$

Personal injury election

**E** \$

Spouse and child contributions

**F** \$

Other third party contributions

**G** \$

Proceeds from primary residence disposal

**H** \$

Receipt date

Day Month Year

**H1**

Assessable foreign superannuation fund amount

**I** \$

Non-assessable foreign superannuation fund amount

**J** \$

Transfer from reserve: assessable amount

**K** \$

Transfer from reserve: non-assessable amount

**L** \$

Contributions from non-complying funds and previously non-complying funds

**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

**M** \$

**TOTAL CONTRIBUTIONS N** \$

(Sum of labels **A** to **M**)

#### Other transactions

Allocated earnings or losses

**O** \$

Loss

Inward rollovers and transfers

**P** \$

Outward rollovers and transfers

**Q** \$

Lump Sum payments

**R1** \$

Income stream payments

**R2** \$

Code

Code

Accumulation phase account balance

**S1** \$

Retirement phase account balance - Non CDBIS

**S2** \$

Retirement phase account balance - CDBIS

**S3** \$

TRIS Count

**CLOSING ACCOUNT BALANCE S** \$

(**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)

**MEMBER 2**

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

**Contributions**

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions

**A** \$

ABN of principal employer

**A1**

Personal contributions

**B** \$

CGT small business retirement exemption

**C** \$

CGT small business 15-year exemption amount

**D** \$

Personal injury election

**E** \$

Spouse and child contributions

**F** \$

Other third party contributions

**G** \$

Proceeds from primary residence disposal

**H** \$

Receipt date

Day Month Year

**H1**

Assessable foreign superannuation fund amount

**I** \$

Non-assessable foreign superannuation fund amount

**J** \$

Transfer from reserve: assessable amount

**K** \$

Transfer from reserve: non-assessable amount

**L** \$

Contributions from non-complying funds and previously non-complying funds

**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

**M** \$

**TOTAL CONTRIBUTIONS N** \$

(Sum of labels **A** to **M**)

**Other transactions**

Allocated earnings or losses

**O** \$

Loss

Inward rollovers and transfers

**P** \$

Outward rollovers and transfers

**Q** \$

Lump Sum payments

**R1** \$

Code

Income stream payments

**R2** \$

Code

Accumulation phase account balance

**S1** \$

Retirement phase account balance - Non CDBIS

**S2** \$

Retirement phase account balance - CDBIS

**S3** \$

TRIS Count

**CLOSING ACCOUNT BALANCE S** \$

(**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** \$   
 Unlisted trusts **B** \$   
 Insurance policy **C** \$   
 Other managed investments **D** \$

**15b Australian direct investments**

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

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

**15c Other investments**

Crypto-Currency **N** \$

**15d Overseas direct investments**

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

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS** **U** \$   
 (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  \$

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	<b>V1</b> \$ <input type="text" value=""/>	-00		
Permissible temporary borrowings	<b>V2</b> \$ <input type="text" value=""/>	-00		
Other borrowings	<b>V3</b> \$ <input type="text" value=""/>	-00	Borrowings	<b>V</b> \$ <input type="text" value="0"/>
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G)			<b>W</b> \$	<input type="text" value="38258"/>
Reserve accounts			<b>X</b> \$	<input type="text" value="0"/>
Other liabilities			<b>Y</b> \$	<input type="text" value="6752"/>
<b>TOTAL LIABILITIES</b>			<b>Z</b> \$	<input type="text" value="45010"/>

**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 2022–23 income year, write **2023**). **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 2023*. **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 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **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](http://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  /  /

**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 2023* 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  /  /

**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

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**Ruygrok Super Fund**  
**Investment Income Comparison Report**  
**For the period 1 July 2022 to 30 June 2023**

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Payment Date	Income Type	Ledger Data			Announcement Data					
		Total Income	Tax Credits+	Diff *	Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
<b>Cash At Bank</b>										
<b>ANZ.ACCT: ANZ Business Essentials</b>										
30/06/2023	Interest	0.04	0.00							
		0.04	0.00							
<b>Total</b>		<b>0.04</b>	<b>0.00</b>							

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

## Ruygrok Super Fund

### Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

<b>Operating Statement Profit vs. Provision for Income Tax</b>	<b>2023</b>	
	<b>\$</b>	
<b>Benefits Accrued as a Result of Operations before Income Tax</b>	<b>20,010.04</b>	
<b><u>ADD:</u></b>		
Unallocated Taxable Contributions	25,000.00	
<b><u>LESS:</u></b>		
Rounding	0.04	
<b>Taxable Income or Loss</b>	<b>45,010.00</b>	
	<b>Income Amount</b>	
	<b>Tax Amount</b>	
Gross Tax @ 15% for Concessional Income	45,010.00	6,751.50
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	0.00	0.00
<b>Provision for Income Tax</b>		<b>6,751.50</b>

### Provision for Income Tax vs. Income Tax Expense

<b>Provision for Income Tax</b>	<b>6,751.50</b>
<b><u>LESS:</u></b>	
Change in Prepaid Contribution Tax	3,750.00
<b>Income Tax Expense</b>	<b>3,001.50</b>

### Provision for Income Tax vs. Income Tax Payable

<b>Provision for Income Tax</b>	<b>6,751.50</b>
<b>Income Tax Payable (Receivable)</b>	<b>6,751.50</b>

### Exempt Current Pension Income Settings

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

**Ruygrok Super Fund**  
**Statement of Taxable Income**  
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
			<b>Section B</b>	
<b>Income</b>				
<b>Net Capital Gain</b>				
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	0.00
Less Discount		30 Jun 2023	A	0.00
<b>Total Net Capital Gain</b>			<b>A</b>	<b>0.00</b>
<b>Total Gross Rent and Other Leasing &amp; Hiring Income</b>			<b>B</b>	<b>0.00</b>
<b>Gross Interest</b>				
CREDIT INTEREST PAID	ANZ.ACCT: ANZ Business Essentials	30 Jun 2023	C	0.04
<i>Less Rounding</i>			C	(0.04)
<b>Total Gross Interest</b>			<b>C</b>	<b>0.00</b>
<b>Total Forestry Managed Investment Scheme Income</b>			<b>X</b>	<b>0.00</b>
<b>Total Net Foreign Income</b>			<b>D</b>	<b>0.00</b>
<b>Total Australian Franking Credits from a New Zealand Company</b>			<b>E</b>	<b>0.00</b>
<b>Total Transfers from Foreign Funds</b>			<b>F</b>	<b>0.00</b>
<b>Total Gross Payments where ABN not quoted</b>			<b>H</b>	<b>0.00</b>
<b>Total Gross Distribution from Partnerships</b>			<b>I</b>	<b>0.00</b>
<b>Total Unfranked Dividend Amount</b>			<b>J</b>	<b>0.00</b>
<b>Total Franked Dividend Amount</b>			<b>K</b>	<b>0.00</b>
<b>Total Dividend Franking Credit</b>			<b>L</b>	<b>0.00</b>
<b>Total Gross Trust Distributions</b>			<b>M</b>	<b>0.00</b>
<b>Total Assessable Employer Contributions</b>			<b>R1</b>	<b>0.00</b>
<b>Assessable Personal Contributions</b>				
ANZ M-BANKING FUNDS TFER TRANSFER 180293 FROM 281238196	1: Theodorus Ruygrok	14 Jun 2023	R2	10.00
ANZ M-BANKING FUNDS TFER TRANSFER 460803 FROM 281238196	1: Theodorus Ruygrok	26 Jun 2023	R2	20,000.00
Add Accrued until 27/06/2023: ANZ M-BANKING FUNDS TFER TRANSFER 837724 FROM 281238196	1: Theodorus Ruygrok	27 Jun 2023	R2	25,000.00
<b>Total Assessable Personal Contributions</b>			<b>R2</b>	<b>45,010.00</b>
<b>Total No-TFN quoted contributions</b>			<b>R3</b>	<b>0.00</b>
<b>Total Transfer of Liability to life insurance company or PST</b>			<b>R6</b>	<b>0.00</b>
<b>Total Assessable Contributions</b>			<b>R</b>	<b>45,010.00</b>
<b>Total Other Income</b>			<b>S</b>	<b>0.00</b>
<b>Total Assessable Income Due to Changed Tax Status of Fund</b>			<b>T</b>	<b>0.00</b>
<b>Total Net Non-arm's Length Income</b>			<b>U</b>	<b>0.00</b>
<b>Total Exempt Current Pension Income</b>			<b>Y</b>	<b>0.00</b>



**Ruygrok Super Fund**  
**Statement of Taxable Income**  
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
<b>Total Assessable Income</b>				<b>45,010.00</b>
<b><u>Deductions</u></b>				<b><u>Section C</u></b>
Total Interest Expenses within Australia			<b>A</b>	0.00
Total Interest Expenses Overseas			<b>B</b>	0.00
Total Capital Works Deductions			<b>D</b>	0.00
Total Deduction for Decline in Value of Depreciating Assets			<b>E</b>	0.00
Total Death or Disability Premiums			<b>F</b>	0.00
Total Death Benefit Increase			<b>G</b>	0.00
Total Approved Auditor Fee			<b>H</b>	0.00
Total Investment Expenses			<b>I</b>	0.00
Total Management and Administration Expenses			<b>J</b>	0.00
Total Forestry Managed Investment Scheme Deduction			<b>U</b>	0.00
Total Other Deductions			<b>L</b>	0.00
<b>Tax Losses Deducted</b>				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
<b>Total Tax Losses Deducted</b>			<b>M</b>	<b>0.00</b>
<b>Total Deductions</b>				<b>0.00</b>
<b>Taxable Income or Loss</b>			(V - N)	<b>45,010.00</b>

**Income Tax Calculation Statement**

**Section D**

**Gross Tax**

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	6,751.50
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00
<b>Total Gross Tax</b>				<b>6,751.50</b>
Total Credit: Foreign Tax Income Offset			<b>C1</b>	0.00
Total Credit: Rebates and Tax Offset			<b>C2</b>	0.00
<b>Rebates and Offsets</b>				<b>0.00</b>
<b>SUBTOTAL</b>				<b>6,751.50</b>
Total Credit: Refundable Franking Credits			<b>E1</b>	0.00
Total Credit: No-TFN Tax Offset			<b>E2</b>	0.00
Total Credit: Refundable National Rental Affordability Scheme Tax Offset			<b>E3</b>	0.00
Total Credit: Interest on Early Payments			<b>H1</b>	0.00
Total Credit: Foreign Resident Withholding			<b>H2</b>	0.00

**Ruygrok Super Fund**  
**Statement of Taxable Income**  
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Credit: ABN/TFN Not Quoted (Non-Individual)			H3	0.00
Total Credit: Interest on No-TFN Tax Offset			H6	0.00
<b>Total Eligible Credits</b>			■	<b>0.00</b>
<b>Net Tax Payable</b>			■	<b>6,751.50</b>
Total PAYG Instalments Raised			K	0.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	259.00
<b>Total Amount Due / (Refundable)</b>			■	<b>7,269.50</b>

## Ruygrok Super Fund

### Members Summary Report - For the period 01/07/2022 to 30/06/2023

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
<b>Mr Theodorus Ruygrok</b>											
3 Fitzroy Road Cromer NSW 2099											
Accumulation <b>Accumulation</b>	0.00	20,010.00	0.00	0.04	0.00	(3,001.50)	0.00	0.00	0.00	0.00	17,008.54
	0.00	20,010.00	0.00	0.04	0.00	(3,001.50)	0.00	0.00	0.00	0.00	17,008.54
	0.00	20,010.00	0.00	0.04	0.00	(3,001.50)	0.00	0.00	0.00	0.00	17,008.54

**Ruygrok Super Fund**  
**Investment Income Summary**  
**For the period 1 July 2022 to 30 June 2023**

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						
<b><i>Bank</i></b>														
ANZ Business Essentials														
0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0.00	0.00
<b>0.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* 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.

**Ruygrok Super Fund**  
(ABN: 16 556 033 804)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 3 Fitzroy Road Cromer, NSW 2099
Member	Date of Birth: 3 September 1959
Number: 1	Date Joined Fund: 16 May 2023
Mr Theodorus Eduard Ruygrok	Eligible Service Date: 16 May 2023
	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	
<b>Withdrawal Benefit</b> as at 1 Jul 2022	
Accumulation	-
<b>Total</b> as at 1 Jul 2022	-
<hr/>	
<b>Withdrawal Benefit</b> as at 30 Jun 2023	
Accumulation	17,008.54
<b>Total</b> as at 30 Jun 2023	<b>17,008.54</b>

Your Tax Components	
Tax Free	-
Taxable - Taxed	17,008.54
Taxable - Untaxed	-
Your Preservation Components	
Preserved	17,008.54
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**  
No insurance details have been recorded

**Your Beneficiaries**

**Non Lapsing Binding Death Nomination\***  
Vesna Ruygrok  
Wife  
100%  
\* Nomination in effect from **2 August 2023**

**Ruygrok Super Fund**  
(ABN: 16 556 033 804)

**Member Benefit Statement**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 3 Fitzroy Road Cromer, NSW 2099
Member Number: 1	Date of Birth: 3 September 1959
Mr Theodorus Eduard Ruygrok	Date Joined Fund: 16 May 2023
Accumulation Account	Eligible Service Date: 16 May 2023
Accumulation	Tax File Number Held: Yes
	Account Start Date: 16 May 2023

Your Account Summary	Your Tax Components
Withdrawal Benefit as at 1 Jul 2022 -	Tax Free 0.0000 % -
<u>Increases to your account:</u>	Taxable - Taxed 17,008.54
Member Contributions 20,010.00	Taxable - Untaxed -
Share Of Net Fund Income 0.04	<b>Your Preservation Components</b>
<u>Total Increases</u> 20,010.04	Preserved 17,008.54
<u>Decreases to your account:</u>	Restricted Non Preserved -
Contributions Tax 3,001.50	Unrestricted Non Preserved -
<u>Total Decreases</u> 3,001.50	<b>Your Insurance Benefits</b>
<b>Withdrawal Benefit as at 30 Jun 2023</b> <u><u>17,008.54</u></u>	No insurance details have been recorded

**Your Beneficiaries**

**Non Lapsing Binding Death Nomination\***

Vesna Ruygrok  
Wife  
100%

\* Nomination in effect from 2 August 2023

**For Enquiries:**

phone 0412300525 | email [truygrok@bzmark.com.au](mailto:truygrok@bzmark.com.au)  
mail Ruygrok Super Fund, 3 Fitzroy Road, Cromer NSW 2099



**Trustee**

The Trustee of the Fund is as follows:

Ruygrok Super Fund Pty Ltd

The directors of the Trustee company are:

Vesna Ruygrok and  
Theodorus Ruygrok

**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

.....  
Vesna Ruygrok  
Director - Ruygrok Super Fund Pty Ltd

.....  
Theodorus Ruygrok  
Director - Ruygrok Super Fund Pty Ltd

Statement Date: 30 June 2023

**For Enquiries:**  
phone 0412300525 | email [truygrok@bzmark.com.au](mailto:truygrok@bzmark.com.au)  
mail Ruygrok Super Fund, 3 Fitzroy Road, Cromer NSW 2099

**Ruygrok Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mr Theodorus Ruygrok**

**Date of Birth:** 03 Sep 1959  
**Age:** 63 (at 30/06/2023)  
**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	102,500.00	0.00
Contributions made (to this fund)	3	20,010.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		20,010.00	0.00
Amount above caps	4	0.00	0.00
Available		109,990.00	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>
<b>Concessional</b>	Employer	0.00
	Personal	20,010.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	
<b>NonConcessional</b>	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	
<b>Other</b>	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
	<b>Total Other contributions</b>	

**Transactions**

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



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**Ruygrok Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

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**Mr Theodorus Ruygrok**

14/06/2023	Personal	10.00	manual
26/06/2023	Personal	20,000.00	manual
<b>Totals:</b>		<b>20,010.00</b>	

---

**Ruygrok Super Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Mrs Vesna Ruygrok**

**Date of Birth:** 11 Mar 1965  
**Age:** 58 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

<b>Prior Year Contributions</b>		<b>Non-Concessional</b>	
Contributions for the previous 2 years are not confirmed			Unknown
3-year cap in effect from previous years			Unknown
Total non-concessional contributions in previous 2 years			Unknown
<b>Current Year Contributions</b>		<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	102,500.00	0.00
Contributions made (to this fund)	3	0.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	0.00
Amount above caps	4	0.00	0.00
Available		130,000.00	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



# ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 1  
13 JUNE 2023 TO 13 JULY 2023

THE MANAGER  
RUYGROK SUPER FUND  
3 FITZROY RD  
CROMER NSW 2099

## WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

### Account Details

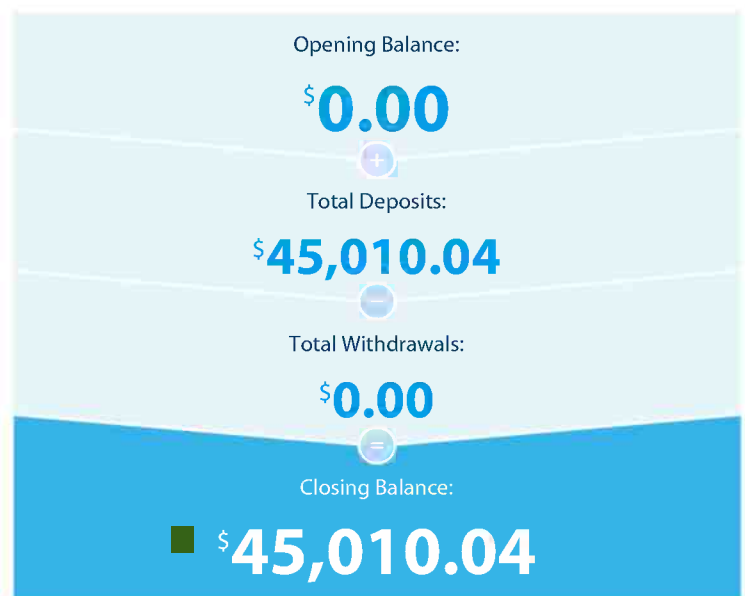
RUYGROK SUPER FUND PTY LTD ATF RUYGROK  
SUPER FUND

### Branch Number (BSB)

012-361

### Account Number

6504-98242



## NEED TO GET IN TOUCH?



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anz.com

OR



**Enquiries:** 13 13 14  
**Lost/Stolen Cards:** 1800 033 844

# ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 6504-98242

## Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
<b>2023</b>				
<b>13 JUN</b>	<b>OPENING BALANCE</b>			<b>0.00</b>
14 JUN	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 180293 FROM 281238196		10.00	10.00
26 JUN	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 460803 FROM 281238196		20,000.00	20,010.00
27 JUN	<b>ANZ M-BANKING FUNDS TFER</b> TRANSFER 837724 FROM 281238196		25,000.00	45,010.00
30 JUN	<b>CREDIT INTEREST PAID</b>		0.04	45,010.04
	<b>TOTALS AT END OF PAGE</b>	<b>\$0.00</b>	<b>\$45,010.04</b>	
	<b>TOTALS AT END OF PERIOD</b>	<b>\$0.00</b>	<b>\$45,010.04</b>	<b>\$45,010.04</b>

### This Statement Includes

Interest earned on deposits	\$0.04
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### Yearly Summary

Previous Year to 30/06/2023 (\$)

Interest earned on deposits	0.04	
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## We're introducing BPAY® daily limits in ANZ Phone Banking

We'll soon be making changes to ANZ Phone Banking to introduce a daily limit for BPAY® payments. For more information about making payments online and the different limits available, visit [www.anz.com/support/make-payments](http://www.anz.com/support/make-payments)

## IMPORTANT INFORMATION

### PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.

All entries generated are subject to authorisation and verification, and if necessary, adjustments will appear on a later statement.

Further information in relation to this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at [anz.com](http://anz.com) or by calling **13 13 14**.

If you have a complaint about an ANZ product or service, please contact us and we will try to resolve the issue as quickly as possible. Our customer complaints guide is available at <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/>, alternatively you may wish to:

- Call**
- General enquiries **13 13 14**
- us:**
- If you're overseas **+61 3 9683 9999**
  - ANZ Complaint Resolution Team on **1800 805 154**
  - If you're deaf, hard of hearing and/or have a speech impairment, call **133 677** or visit the **National Relay Service** at:  
<https://nrschat.nrscall.gov.au/nrs/internetrelay>

**Write** ANZ Complaint Resolution Team  
**to us:** Locked Bag 4050,  
South Melbourne VIC 3205  
or **ANZ online complaints form:**  
<https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/feedback/>

**Visit** At your nearest ANZ branch.  
**us:** If you have a Relationship Manager, please feel free to contact them.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers.


**Call:** **1800 931 678** (free call within Australia), or **+61 1800 931 678** (International)  
**Online:** Email: [info@afca.org.au](mailto:info@afca.org.au)  
Web: [www.afca.org.au](http://www.afca.org.au)

**Write Australian Financial Complaints Authority Limited**  
**to:** GPO Box 3,  
Melbourne VIC 3001



# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.



## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

🔍 If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
- phone us on 13 10 20.

## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

🔍 Do not send your completed declaration to us unless we request this from you.

---

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Published by

Australian Taxation Office  
Canberra  
June 2021

DE-35147





# Self-managed super fund trustee declaration

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

Fund name

Ruygrok Super Fund
--------------------

I am responsible for ensuring that the fund is operated in accordance 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 trustees' 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
- ☒ give me a written direction to rectify any contraventions or undertake a course of education
- ☒ 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 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 financial interests of all the members of the fund
- ☒ keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and 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.

### 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.

### 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:

- ☒ giving financial assistance using the resources of the fund 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 from the trustee or investment manager of another regulated super fund 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)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets 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 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).

**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, the retirement of members and payment of benefits)
  - 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
  - documented decisions about storage of collectables and personal use assets
- 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 including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- 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 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**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.
- Administrative penalties can be imposed on me for not complying with the legislation
- 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 APRA regulated funds in the case of financial loss due to fraudulent conduct or theft
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

Vesna Ruygrok

Trustee's or director's signature



Date

Day Month Year  
30 / 06 / 2023

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

Ceri O'Brien

Witness' signature



Date

Day Month Year  
30 / 06 / 2023

## Australian Business Register

16 May 2023

Australian business number (ABN)	16 556 033 804
Entity name	The Trustee for Ruygrok Super Fund
ABN status	Active
ABN registration date	16 May 2023
Postal address	PO Box 230 GLEN OSMOND SA 5064
Business address	3 FITZROY RD CROMER NSW 2099
Email address	truygrok@bzmark.com.au
Type of entity	ATO Regulated Self-Managed Superannuation Fund
ANZSIC code	6330 - Superannuation Funds
Associate name	Position held
MR THEODORUS RUYGROK	Director Of A Corporate Trustee Member Of A Self Managed Superannuation Fund
MRS VESNA RUYGROK	Director Of A Corporate Trustee Member Of A Self Managed Superannuation Fund
RUYGROK SUPER FUND PTY LTD	Trustee

## SUPERANNUATION FUND DEED

Ruygrok Super Fund

Ruygrok Super Fund Pty Ltd

668 009 185

(Trustee)

I certify this to be a true and correct  
copy of the original sighted by me.  
at.....Nytk Bank.....  
on 28<sup>th</sup>..... day of September 2023.....



**LUKE ASHLEY EDWARDS**

A Commissioner for taking affidavits  
in the Supreme Court of South Australia

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Adelaide SA 5000

[evan.richards@erichards.com.au](mailto:evan.richards@erichards.com.au)

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**Date**

This deed is made on 16/05/2023

**Parties**

<b>Name</b>	Ruygrok Super Fund Pty Ltd ('Trustee')
<b>ACN</b>	668 009 185
<b>Address</b>	Unit 8, 435-439 Fullarton Road, Highgate SA 5063



## Recitals

- A. The Trustee hereby establishes an indefinitely continuing complying superannuation fund (Fund) which is:
- a. A self-managed superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993-;
  - b. A complying superannuation fund for the purposes of the Income Tax Assessment Act 1997,
  - c. A regulated superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993;
  - d. An accumulation fund within the meaning of the Superannuation Industry (Supervision) Regulations 1994; and e. subject to the duties and powers under this Deed for the purpose of providing superannuation benefits for those persons who, being eligible for membership, become Members of the Fund and their Dependants.
- B. The Trustee agrees to act as Trustee of the Fund.

Now this deed witnesses that the Trustee hereby constitutes an indefinitely continuing superannuation fund known as the "Ruygrok Super Fund" vested in and controlled and administered by the Trustee upon the trusts of this Deed (which includes this preamble, the Recitals and all of the following Parts hereof) effective from the date hereof.

**Operative Terms**

**1 Definitions**

<b>Term</b>	<b>Meaning</b>
<b>Account</b>	an account established by the Trustee for the purpose of administering the Fund or calculating the Benefits payable in respect of a Member or for any other purpose under this Deed
<b>Account-Based Pension</b>	has the meaning given in sub-regulation 1.03(1) of the SIS Regulations
<b>Allocated Pension</b>	a Pension that complies with sub-regulation 1.06(4) of the SIS Regulations
<b>Auditor</b>	an approved auditor within the meaning of the Relevant Law being the auditor appointed by the Trustee from time to time to audit the Fund
<b>Beneficiary</b>	a person (including a Member or a former Member) beneficially entitled to a Benefit from the Fund
<b>Benefit</b>	the benefits payable or that may be payable to a Member or his Dependants or any other person under this Deed or the Relevant Law
<b>Commencement Date</b>	the date of this Deed
<b>Deed</b>	this Deed
<b>Dependant</b>	<ul style="list-style-type: none"> <li>a) a Member's spouse and, where there is more than one person who fits that description, the person determined by the Trustee to be the Member's spouse;</li> <li>b) a Member's child including subject to the Relevant Law any person who is, in the Trustee's opinion, maintained as a child by the Member;</li> <li>c) any other person whom the Trustee considers to be substantially financially dependant on the Member at the relevant time; and</li> <li>d) any other person considered to be a dependant under the Relevant Law</li> </ul>
<b>Downsizer Contributions</b>	contributions in accordance with section 292-102 of the <i>Income Tax Assessment Act 1997</i> (Cth)

<b>Term</b>	<b>Meaning</b>
<b>Eligible Fund</b>	a regulated superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law
<b>Eligible Person</b>	any person who is eligible to become a member of a self managed superannuation fund under the Relevant Law provided only that he or she is not in an employment relationship with a Member unless the person is a relative of that Member
<b>Financial Year</b>	<ul style="list-style-type: none"> <li>a) the period from the Commencement Date to the following 30 June;</li> <li>b) the period from each subsequent 1 July to each following 30 June before the termination of the Fund;</li> <li>c) the period from the last 1 July before the termination of the Fund to the date of termination of the Fund; and</li> <li>d) such other period ending on such other date as the Trustee may from time to time determine</li> </ul>
<b>Fund</b>	all of the assets from time to time held by the Trustee in the trusts established by this Deed
<b>Member</b>	a person who has been admitted to membership of the Fund and has not ceased membership of the Fund
<b>Old-Age Pension</b>	has the meaning given in section 10 of the SIS Act
<b>Pension</b>	has the meaning given in section 10 of the SIS Act
<b>Pension Standards</b>	<ul style="list-style-type: none"> <li>a) for an Account-Based Pension, the standards in sub-regulation 1.06(9A) of the SIS Regulations;</li> <li>b) for an Allocated Pension, the standards in sub-regulation 1.06(4) of the SIS Regulations;</li> <li>c) for a Transition to Retirement Income Stream, the standards in the definition of that term in sub-regulation 6.01(2) of the SIS Regulations; and</li> <li>d) for any other Old-Age Pension, the relevant standards contained in the SIS Regulations</li> </ul>
<b>Regulator</b>	has the meaning given in section 10 of the SIS Act

Term	Meaning
<b>Relevant Law</b>	<p>that legislation which must be complied with, or that the Trustee considers desirable to comply with, in order for the Fund to be a regulated and complying self managed superannuation fund or such other fund (whether by another name) that is entitled to concessional treatment for Taxation purposes. That legislation may include:</p> <ul style="list-style-type: none"> <li>a) the SIS Act;</li> <li>b) the SIS Regulations not including SIS Regulation 6.17A(7);</li> <li>c) the <i>Superannuation (Financial Assistance Funding) Levy Act 1993</i> (Cth);</li> <li>d) the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth);</li> <li>e) the <i>Superannuation (Rolled-Over Benefits) Levy Act 1993</i> (Cth);</li> <li>f) the <i>Superannuation Entities (Taxation) Act 1987</i> (Cth);</li> <li>g) the <i>Superannuation Supervision Levy Act 1991</i> (Cth);</li> <li>h) the <i>Income Tax Assessment Act 1936</i> (Cth);</li> <li>i) the <i>Income Tax Assessment Act 1997</i> (Cth); and</li> <li>j) any other legislation, requirements, standards, guidelines, rulings or announcements</li> </ul>
<b>Review Date</b>	the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion
<b>SIS Act</b>	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
<b>SIS Regulations</b>	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth)
<b>Taxation</b>	includes income tax (including capital gains tax, tax on eligible termination payments and tax on contributions), payroll tax, land tax, goods and services tax, stamp duty and any other taxes or duties
<b>Transition to Retirement Income Stream</b>	has the meaning given by sub-regulation 6.01(2) of the SIS Regulations
<b>Trustee</b>	the trustee(s) for the time being of the Fund

## **2 Rules of interpretation**

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- a) Any provision of this Deed must be read down to the extent necessary for this Deed to constitute a complying self managed superannuation fund and so as to comply with the requirements of the Superannuation Law. If that is not possible, it must be severed. All other provisions of this Deed are unaffected. Any obligation or requirement imposed by Superannuation Law in respect of the fund established by this Deed or which would be required to enable this Deed or any Member of the Fund to be eligible for any concessional tax treatment that is not expressed in this this deed is to be regarded as incorporated into this Deed by reference.
- b) A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.
- c) In this Deed unless the contrary intention appears:
  - (i) a person includes any other legal entity and vice versa;
  - (ii) the singular includes the plural and vice versa;
  - (iii) a gender includes all other genders;
  - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
  - (v) a clause or annexure is a clause of or an annexure to this Deed;
  - (vi) a reference to a document is to that document as amended or varied;
  - (vii) any legislation includes any subordinate legislation and amendments;
  - (viii) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
  - (ix) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form; and
  - (x) 'including', or similar words, does not limit what else might be included.

Headings are for convenience and do not affect the interpretation of this Deed.

## **3 Relevant Law**

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### **3.1 Inconsistency**

Any provision of this Deed that is inconsistent or conflicts with the Relevant Law or prevents the Trustee from complying with the Relevant Law must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

### **3.2 Power to act in accordance with Relevant Law**

The Trustee has the power to do all acts and things, or to omit to do such acts and things, as the Trustee considers necessary, desirable or expedient for the Fund to comply with the Relevant Law.

### **3.3 Deemed inclusion of Relevant Law**

Notwithstanding any provision of this Deed, any clause or provision that must be included in this Deed from time to time in order for the Fund to comply with the Relevant Law is deemed to be included in this Deed as if every such provision was set out in this Deed, but only for so long as that deemed inclusion is necessary for the Fund to comply with the Relevant Law.

## **4 The Fund**

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### **4.1 Establishment**

By this Deed the Trustee establishes the Ruygrok Super Fund.

### **4.2 Fund vested in Trustee**

- (a) The Fund will be vested in the Trustee.
- (b) The Trustee will at all times hold, control and manage the Fund in accordance with the provisions of this Deed.
- (c) No Member will have any beneficial interest in the Fund or any asset of the Fund.

### **4.3 Purpose**

Trustee must be a Constitutional Corporation or where the Trustee is not a Constitutional Corporation the primary purpose of the Fund shall be to provide old age pension and maintained solely for one or more of the purposes laid out in section 62 of the SIS Act.

## **5 Trustee**

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### **5.1 Number of Trustees**

- (a) Where the Trustee consists of a constitutional corporation, there will only be one Trustee.
- (b) Where the Trustee consists of natural persons, there may be any number of Trustees subject to any minimum and maximum number prescribed by the Relevant Law.

### **5.2 Appointment and removal**

- (a) Members may at any time by deed:
  - (i) remove any Trustee who is not a Member or a person acting as Trustee pursuant to **clauses 5.2(c) to 5.2(f)**;
  - (ii) appoint any person in that Trustee's place; and/or
  - (iii) appoint any person as an additional or replacement Trustee.
- (b) A Trustee will continue to hold office until the Trustee:
  - (i) resigns by notice to the Members;
  - (ii) if a natural person, dies;
  - (iii) if a natural person, becomes incapable of performing his duties as Trustee;

- (iv) if a company, becomes an externally administered body corporate (as defined in the *Corporations Act 2001* (Cth)) or has a provisional liquidator appointed;
  - (v) is removed from office by the Members pursuant to the provisions of this Deed or the Relevant Law; or
  - (vi) becomes a disqualified person under the Relevant Law.
- (c) Subject to any restrictions imposed by the Relevant Law, if a Member dies:
- (i) the deceased Member's legal personal representative may act as a Trustee in place of the deceased Member for so long as the Relevant Law allows; and
  - (ii) for the purpose of this clause 5.2(c) the 'legal personal representative' of a deceased Member includes the executor named in the Will of the deceased Member whether or not a grant of Probate has been issued or will be sought in relation to the deceased Member's estate.
- (d) If a Member is under a legal disability, that Member's legal personal representative may act as Trustee in his place.
- (e) If a Member is under a legal disability because of age, and the Member does not have a legal personal representative, the Member's parent or guardian may act as Trustee on behalf of the Member.
- (f) A Trustee may, by enduring power of attorney, appoint another person to act as Trustee in his place.
- (g) Where the Trustee consists of a constitutional corporation, the Members will do all things necessary to ensure that the appointment and removal of directors of the Trustee is governed in a manner substantially similar to clauses 5.2(c) to 5.2(f).

### 5.3 Trustee meetings

- (a) Any Trustee may at any time convene a Trustees' meeting by notice to the other Trustees.
- (b) The Trustee that convenes the Trustees' meeting will be the chairman of the meeting unless all of the Trustees agree otherwise.
- (c) A Trustees' meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- (d) Subject to the provisions of this Deed, the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- (e) A quorum for a meeting of Trustees is two Trustees unless there is only one Trustee, when a quorum is that Trustee.

#### **5.4 Decisions of Trustees**

- (a) Each Trustee has one vote and questions arising at a Trustees' meeting will be decided by a majority of the Trustees present and voting.
- (b) If there are an equal number of votes for and against a resolution the chairman of the Trustees' meeting will have the casting vote.

#### **5.5 Minutes**

- (a) The Trustees must record their decisions in written minutes, signed by the chairman of the Trustees' meeting.
- (b) Signed minutes are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

#### **5.6 Written resolutions**

A resolution in writing signed by all of the Trustees (or if the Trustee is a constitutional corporation, a resolution signed by all of the directors of the Trustee) will:

- (a) have the same effect and validity as a resolution of all the Trustees present and voting at a Trustees' meeting; and
- (b) be deemed to have been passed on the day on which the document was last signed by a Trustee (or if the Trustee is a constitutional corporation, by a director), notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy, telex, or facsimile transmission.

#### **5.7 Conflict of interest**

- (a) A Trustee and any firm, body or entity in which a Trustee has a direct or indirect interest may subject to the Relevant Law in any capacity:
  - (i) enter into any contracts or arrangement with the Fund;
  - (ii) be appointed to and hold any office or place of profit under the Trustees, other than the office of Auditor; and
  - (iii) act in a professional capacity, other than as the Auditor, for the Fund,

and may receive and retain for his own benefit any remuneration, profits or benefits as if he was not a Trustee.

- (b) Every Trustee must disclose his interest to the other Trustees.
- (c) The failure by a Trustee to make disclosure under this **clause 5.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- (d) A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee has a direct or indirect interest.

#### **5.8 Validity of acts of Trustees**

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or a person appointed as a Trustee was a disqualified person for the purposes of the Relevant Law.



## 5.9 Constitution

The Trustee must, if a constitutional corporation, ensure that its Constitution is consistent with any applicable requirements of the Relevant Law.

## 6 Trustee's duties

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The Trustee (and if the Trustee is a constitutional corporation, the directors of the Trustee) must:

- (a) act honestly in all the Trustee's dealings with the Fund;
- (b) exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- (d) keep the money and other assets of the Fund separate from any money and assets of the Trustee; and
- (e) not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers in respect of the Fund.
- (f) formulate, review regularly and give effect to an investment strategy as set out in clause 13.1;
- (g) consider and review regularly the insurance needs and preferences of each Member of the Fund;
- (h) if there are any reserves of the fund- formulate, review regularly and give effect to a strategy for their prudential management consistent with the Investment Strategy of the Fund; and
- (i) provide each beneficiary of the fund access to any prescribed information or any prescribed documents.

## 7 Trustee's powers

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### 7.1 All powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner and so as to comply with the Relevant Law, including:

- (a) entering into and executing all contracts, deeds and documents and doing all such matters and things as it considers expedient for the purpose of carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
- (b) giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- (c) instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a benefit from the Fund;

- (d) borrowing or lending money and securing the repayment of that money in any manner including by charge or mortgage over real property or personal property and upon any terms, with or without security which the Trustee may consider advisable;
- (e) insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- (f) paying out of the Fund all expenses of and incidental to the management and administration of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to this Deed;
- (g) giving receipts and releases or discharges of any other kind in relation to any debts owed to the Fund;
- (h) purchasing and selling real or personal property at the complete discretion of the Trustee subject only to the Investment Strategy; and
- (i) indemnifying or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members or other persons entitled in respect of the Fund.

#### **7.2 Absolute discretion**

- (a) The Trustee, in the exercise of the authorities, powers and discretions given to it under this Deed, has an absolute and unfettered discretion and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed.
- (b) Subject to the Relevant Law the Trustee may also in its absolute discretion waive any requirement of this Deed in respect of any Member.

#### **7.3 Delegation**

The Trustee may delegate and vary or remove any delegation to any person, on such terms as the Trustee may think fit, any of the authorities, powers and discretions conferred upon the Trustee by this Deed or the Relevant Law.

#### **7.4 Remuneration**

- (a) The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee.
- (b) Subject to the Relevant Law, nothing in this Deed will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the *Corporations Act 2001* (Cth)) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

#### **7.5 Confidentiality**

The Trustee will regard as strictly confidential so far as practicable all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this Deed, or anything relating or incidental to it. Subject to the Relevant Law no dependant or other person not a Member shall be entitled to any information concerning the operations or conduct of the Fund or of the Trustee as Trustee unless the Trustee determines it is appropriate to disclose that information to that person.

#### **7.6 Dependants and other beneficiaries**

The Trustee may exercise all its powers under this Deed and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of this Deed and any direction of the Trustee in relation to the payment of any Benefit to them or otherwise.

#### **7.7 Indemnity**

The Trustee (and if a constitutional corporation, each of its directors) will be indemnified out of the Fund against all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

#### **7.8 Release**

The Trustee (and if a constitutional corporation, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

#### **7.9 Limited indemnity and release**

Nothing in this Deed has the effect of giving the Trustee (and if a constitutional corporation, each of its directors) an indemnity or release in respect of any liability:

- (a) for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or
- (b) for a monetary penalty under a civil penalty order.

#### **7.10 Trustee's lien**

The Trustee will have, to the extent permitted by law, a lien on and over the assets of the Fund for the purpose of satisfying the indemnities given to the Trustee under this Deed and the Relevant Law.

### **8 Membership**

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#### **8.1 Admission**

The Trustee may in its absolute discretion admit any Eligible Person who has lodged with the Trustee an application for membership, in such form as the Trustee may require, to membership of the Fund provided only that the number of Members as a result of that admission would not be greater than that permitted for a Self Managed Superannuation Fund and that the number of trustees shall not be greater than the maximum allowed in the Jurisdiction.

#### **8.2 Timing**

Membership of the Fund shall commence:

- (a) for the initial Members on the date hereof;
- (b) for future Members on and from the date determined by the Trustee or if non is determined the date on which that person or his or her legal personal representative becomes a Trustee hereof or a director of the Trustee.

**8.3 Bound by this Deed**

Every person admitted to membership of the Fund becomes a Member and is bound by this Deed.

**8.4 Variation of membership terms**

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member.

**8.5 Information to new Members**

The Trustee must, as soon as practicable after the admission of a Member, give to that Member any information required by the Relevant Law.

**8.6 Trustee's requirements**

A Member must provide such information including a tax file number and documents, submit to such medical examinations, and generally do such things as the Trustee deems necessary in order for the Trustee to satisfy itself that such person is entitled to a Benefit from the Fund.

**8.7 Cessation**

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
  - (i) transferred to another fund pursuant to **clause 10**; or
  - (ii) paid to the Member pursuant to **clause 14**.

**9 Contributions to the Fund**

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**9.1 Employer contributions**

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund from a Member's employer as may be agreed from time to time between the Trustee, the Member and the employer.

**9.2 Member contributions**

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund as a Member may wish to make from time to time including Downsizer Contributions.

**9.3 Manner and timing of contributions**

The Trustee may determine the manner and timing of contributions to be accepted from a Member or a Member's employer.

**9.4 Contributions**

The Trustee:

- (a) may accept contributions from any person in respect of a Member to the extent permitted by the Relevant Law;

- (b) must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law; and
- (c) must not accept a contribution or shortfall components which the Regulator lawfully directs the Trustee not to accept; and
- (d) may refuse to accept such contributions as the Trustee deems appropriate.

#### **9.5 Form of contributions**

- (a) Contributions may be made either in cash or by transfer to the Trustee of an asset in specie or by any other means authorised by the Relevant Law.
- (b) If a contribution is made by the transfer of an asset to the Trustee:
  - (i) the amount of the transfer will be the market value of that asset determined by the Trustee at the time of its transfer; and
  - (ii) the other terms and conditions of the transfer will be as determined by the Trustee.

#### **9.6 Allocation**

All contributions accepted by the Trustee must be allocated to a members account within 28 days after the end of the months or receipt or such other period as may be allowed under the Relevant Law.

#### **9.7 Inadvertent Breach**

- (a) If the Trustee becomes aware that a Contribution or other amount has been accepted which is not in accordance with the Relevant Law the Trustee must use all reasonable endeavours to refund the amount to any extent required by the Relevant Law; and
- (b) the Trustee shall be entitled to reduce the benefits of the member concerned by the amount of the contribution or shortfall component.

### **10 Transfers to and from other funds**

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#### **10.1 Transfers to other funds**

- (a) If requested by a Member, the Trustee may pay or transfer all or part of the Member's Benefits to an Eligible Fund, provided that the payment or transfer is not in breach of the Relevant Law.
- (b) If a Member ('Requesting Member') makes a request ('Transfer Request') pursuant to clause 10.1(a) of this Deed, the Trustee must resolve within one month whether or not to accept the Transfer Request.
- (c) If the Trustee does not accept the Transfer Request, the Requesting Member may, by one month's notice to each of the other Members, call a meeting of the Members to reconsider the Transfer Request.
- (d) A quorum for a Members' meeting will be two Members unless there is only one Member, when a quorum is that Member.

- (e) The chairman of the meeting will be the Requesting Member unless all of the members agree otherwise.
- (f) Any Member may appoint a proxy to vote on that Member's behalf.
- (g) If there are an equal number of votes in favour of and against accepting the Transfer Request, the chairman will have the casting vote.
- (h) If a majority of votes at the meeting of members are in favour of accepting the Transfer Request, the Requesting Member must notify the Trustee ('Notice') of that decision within one month.
- (i) The Members' decision in relation to a Transfer Request is binding on the Trustee.
- (j) The Trustee must pass all resolutions and do all acts necessary to give effect to the Transfer Request within one month of receiving the Notice unless the Requesting Member agrees otherwise.

#### **10.2 Transfer by Trustee**

The Trustee may of its own initiative pay or transfer the whole or part of a Member's Benefits to an Eligible Fund in such circumstances as may be permitted or required by the Relevant Law, whether or not the Member has requested or consented to such payment or transfer.

#### **10.3 Benefits cease**

The payment or transfer of a Member's Benefits to an Eligible Fund satisfies the Member's entitlement to those Benefits to the extent of the amount so paid or transferred. The receipt of such an amount by the Trustee of the other Eligible Fund completely discharges the Trustee for any liability in respect of that amount. The Trustee will have no responsibility to see to the application of that amount.

#### **10.4 Transfers from other funds**

If a Member requests, the Trustee may accept the transfer of money or assets from an Eligible Fund. The Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets so received.

### **11 Investment portfolios**

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#### **11.1 Selection of investment portfolios**

- (a) Subject to the Relevant Law, the Trustee may allow a Member to select the investments for that Member's investment portfolio and the proportions of those investments.
- (b) The Trustee may restrict or impose conditions on that selection.

#### **11.2 No selection**

If a Member does not select an investment portfolio, the Trustee must invest the balance of that Member's Account in accordance with this Deed.

#### **11.3 Variation or redemption**

- (a) A Member may request the Trustee to vary or redeem any part of that Member's investment portfolio, as allowed by the Relevant Law.

- (b) The Trustee may (whether or not it is requested to do so) vary or redeem any part of an investment portfolio.

#### **11.4 Delay or refusal**

- (a) The Trustee may:
  - (i) delay in establishing, varying or redeeming any part of an investment portfolio; or
  - (ii) refuse to establish, vary or redeem any part of an investment portfolio.
- (b) If the Trustee delays in establishing, or refuses to establish, any part of an investment portfolio the Trustee must invest the balance of the Member's Account in accordance with this Deed.

#### **11.5 Trustee may cease investment portfolio**

- (a) The Trustee may cease any Member's investment portfolio. The Trustee must notify that Member that it has ceased its investment portfolio.
- (b) If the Trustee ceases a Member's investment portfolio the Trustee must invest the balance of that Member's Account in accordance with this Deed.

#### **11.6 No liability**

The Trustee is not liable to compensate a Member for any loss incurred in exercising or not exercising any of its powers under this **clause 11**.

#### **11.7 No separate trust funds.**

Investment portfolios are not separate trust funds.

### **12 Fund Accounts**

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#### **12.1 Fund Accounts**

The Trustee will keep such Accounts and reserves as the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefits payable to each Member.

#### **12.2 Member Accounts**

The Trustee must keep separate Accounts for each Member and, if desirable, keep in respect of each Member such separate Accounts as the Trustee considers necessary or desirable for any one or more of the following purposes:

- (a) differentiating between contributions made by the Member and contributions made for the benefit of the Member by an employer or any other person;
- (b) differentiating between the Member's preserved and non-preserved benefits;
- (c) calculating the Member's minimum benefits within the meaning of the Relevant Law;
- (d) identifying those monies and assets which are funding the Member's retirement benefits;
- (e) enabling the Member to have more than one pension; and
- (f) such other purpose as the Trustee considers appropriate.

### **12.3 Crediting Member's Accounts**

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

- (a) contributions received from the Member or any other person in respect of the Member;
- (b) any amounts transferred to or from an Eligible Fund;
- (c) if the Relevant Law permits, any amount transferred from or to the Member to or from the account of a spouse (as defined by section 10 of the SIS Act) either in this Fund or an Eligible Fund;
- (d) the income of the Fund at a rate determined by the Trustee pursuant to **clause 13.5**;
- (e) any Taxation, costs, expenses or liabilities in relation to the contributions received in respect of the Member including excess contributions tax;
- (f) any Taxation, costs, expenses or liabilities of the Fund that the Trustee considers appropriate;
- (g) any premiums and other expenses of any insurance policies in respect of the Member;
- (h) such proceeds, bonuses or rebates under any insurance policies as the Trustee determines; and
- (i) any other amounts that the Trustee considers appropriate.

### **12.4 Investment fluctuation Account**

The Trustee may establish such Accounts for the purposes of smoothing any fluctuations in the value and earnings of investments of the Fund and for such other purposes as the Trustee may consider appropriate.

### **12.5 Reserves**

The Trustee may establish reserves for the purposes of making provision for any existing or prospective liability for Taxation or any other liability or for any other purpose the Trustee considers appropriate in the course of administration of the Fund, including reserves for:

- (a) assets set aside to fund the pension of a Member;
- (b) forfeited Benefits;
- (c) contributions made on account of a specific group of Members;
- (d) earnings not allocated to Members' Accounts;
- (e) any proceeds, bonuses or rebates under an insurance policy not allocated to Member's Accounts; and
- (f) any amount left in a Member's Account after all benefits have been paid to the Member.



## 13 Investments

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### 13.1 Strategy

The Trustee must formulate and give effect to an investment strategy that has regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to the Fund's objectives and cash flow requirements;
- (b) the composition of the Fund's investments as a whole, including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- (d) the ability of the Fund to discharge its existing and prospective liability; and
- (e) all other circumstances of the Fund and any other factor or matter the Trustee considers appropriate to have regard to.

The Trustee must notify Members of the investment strategy if required by the Relevant Law.

### 13.2 Authorised investments

The Trustee may invest all or so much of the moneys forming part of the Fund from time to time as is not required immediately for the payment of Benefits or other amounts authorised by this Deed in any investment whatsoever which the Trustee considers appropriate in accordance with the investment strategy and which is authorised by the Relevant Law. The Trustee may invest in instalment warrants including arrangements described in section 67A of the SIS Act and for this purpose may appoint a custodian.

### 13.3 Power to sell and vary investments

The Trustee will have power as it sees fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed.

### 13.4 Investment income

- (a) The Trustee must at the Review Date:
  - (i) value all of the assets of the Fund at market value; and
  - (ii) determine all the net income and net capital gains of the Fund in respect of the period since the last Review Date, whether realised or unrealised, and after deducting any capital losses and such allowance for expenses and Taxation as the Trustee considers appropriate.
- (b) If, within 30 days of a Review Date, the Trustees have not determined the value of an asset, any Trustee or any director of a corporate Trustee may request the Trustee to fix the value of the asset pursuant to **clause 13.4(c) to 13.4(g)**.
- (c) As soon as practicable after receipt of a request pursuant to **clause 13.4(b)**, the Trustee must appoint a valuer ('Valuer') to fix the value of the asset. The Valuer must:
  - (i) be suitably qualified to carry out a valuation of the nature and dimension required;
  - (ii) have evidenced his ability to produce credible work;

- (iii) have at least five years experience in the valuation and analysis of assets similar to the asset;
  - (iv) have an extensive knowledge of discounted cash flow analysis;
  - (v) have the ability to meet time requirements; and
  - (vi) have no pecuniary interest that could reasonably be regarded as being capable of affecting his ability to give an unbiased opinion.
- (d) The Valuer will receive written and verbal submissions from the Trustees or the directors of the Trustee within the time appointed by the Valuer. The Valuer will give reasonable consideration to such submissions before making a determination.
- (e) The asset value will be that sum which in the Valuer's opinion is the fair market value of the asset at the Review Date:
- (i) assuming a willing buyer and a willing seller;
  - (ii) assuming a reasonable period within which to negotiate the sale taking into account the nature of asset and the state of the market;
  - (iii) assuming the asset will be freely exposed to the market with reasonable publicity; and
  - (iv) on the basis that no account is taken of the interest of a special buyer.
- (f) The Valuer will act as an expert and not as an arbitrator. The Valuer's decision as to the value of the asset will be final.
- (g) The Trustee will pay the Valuer's costs of determining the value of the asset from the Fund.

### **13.5 Fund earning rate**

At each Review Date, the Trustee must also determine the rate at which the income of the Fund is to be credited or debited to Member Accounts, any investment fluctuation account and other Accounts and reserves established by the Trustee, having regard to the following considerations:

- (a) whether the Member has established an investment portfolio;
- (b) the amount of income for the Financial Year ending on the relevant Review Date;
- (c) the amount of income expected for the subsequent Financial Year;
- (d) the amount of income credited to the Member's Accounts in previous Financial Years;
- (e) the amount of Taxation, costs and other liabilities of the Fund;
- (f) the investment strategy of the Fund; and
- (g) such other matters as the Trustee considers relevant.

### **13.6 Interim Fund earning rate**

The Trustee may from time to time during a Financial Year determine an interim rate at which the income of the Fund is to be credited or debited to a Member's Accounts for the purpose of calculating the Member's Benefits in accordance with the Relevant Law.

## **14 Benefits**

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### **14.1 When payable**

- (a) A Member's Benefit becomes payable if:
  - (i) the Member retires in the circumstances prescribed by the Relevant Law for the release of preserved and non-preserved Benefits;
  - (ii) the Member retires on the ground of permanent incapacity (within the meaning under the Relevant Law);
  - (iii) the Member requests payment and the Relevant Law allows that payment;
  - (iv) the Member dies; or
  - (v) the Member becomes temporarily incapacitated as set out in the Relevant Law; or
  - (vi) such other event occurs that requires the Benefit to be paid pursuant to the Relevant Law.
- (b) If a benefit becomes payable to a Member under **clause 14.1** the Member may request that the Trustee retain all or part of the Member's Benefit in the Fund. The Trustee may accept the Member's request on any terms and conditions it wishes to impose but must commence to pay a Benefit to a Member when required by the Relevant Law.

### **14.2 Method of payment**

Subject to **clause 14.3**, a Benefit may be paid:

- (a) in a lump sum;
- (b) by way of Pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) any combination of the above.

### **14.3 Pension**

- (a) If the Trustee is not a constitutional corporation any Benefit payable under this Deed must be paid in the form of a Pension or in any other form that complies with the Relevant Law.
- (b) At the written request of a Member receiving a Pension or a Member who will be receiving a Pension in the future, the Trustee may commute all or part of the Pension to a lump sum.
- (c) If a Member has or is likely to exceed his or her transfer balance cap or the Trustee has received a transfer determination in respect of the member then the Trustee, in consultation with the Member, will determine which of the Member's pension accounts is to be commuted in whole or in part.

### **14.4 Pension rules**

- (a) Subject to the SIS Regulations, the Trustee must pay a Pension Benefit to a Beneficiary in the form of:
  - (i) an Allocated Pension;

- (ii) an Account-Based Pension;
  - (iii) a Transition to Retirement Income Stream;
  - (iv) a Pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide Pension Benefits to Members; or
  - (v) such other form of Old-Age Pension as is permitted by the SIS Regulations.
- (b) The Trustee and the Beneficiary may agree which form of Pension is to be paid.
  - (c) A Pension Benefit is subject to, and must be paid in accordance with, the relevant Pension Standards.
  - (d) The Trustee may alter the amount or frequency of a Beneficiary's Pension as permitted by the relevant Pension Standards.

#### **14.5 Death Benefits**

##### **14.5.1 General**

If a Member dies, the Trustee must pay the Member's Benefit:

- (a) in accordance with the Member's binding death benefit nomination (if any) made under **clause 14.5(a)** unless the Trustee has rejected the binding death nomination pursuant to **clause 14.5(a)(i)**;
- (b) if that Member did not have a binding death benefit nomination, to one or more of that Member's Dependants or legal personal representatives in the manner, at the times, by such instalments and in such proportions determined by the Trustee in its absolute discretion, taking into consideration the Member's non-binding death benefit nomination (if any) made under **clause 14.5.2**; or
- (c) if the Trustee is, after reasonable enquiry, unable to locate any Dependants or legal personal representatives of the Member, in accordance with **clause 15**.

##### **14.5.2 Non-binding death benefit nomination**

- (a) A Member may make a non-binding death benefit nomination by notifying the Trustee of a manner in which the Member would prefer his benefit to be distributed upon his death between his Dependants and/or legal personal representative.
- (b) The Trustee may require a Member to complete a new non-binding death benefit nomination at any time.
- (c) A non-binding death benefit nomination is or becomes invalid if:
  - (i) the Relevant Law does not permit the Trustee to follow it;
  - (ii) the Member completes a later non-binding death benefit nomination; or
  - (iii) the Member makes a binding death benefit nomination under **clause 14.5.3**

##### **14.5.3 Binding death benefit nomination**

- (a) A Member may make a binding death benefit nomination by notifying the Trustee in a form binding upon the Trustee in accordance with the Relevant Law of the manner in which the Member's benefits are to be distributed upon his or her death between his or her Dependants and/or legal personal representative.

- (i) A binding death benefit nomination can apply for a defined period of time or can apply indefinitely ('Non Lapsing Nomination').
  - (ii) A Non Lapsing Nomination must express to be binding until such time as it has been replaced by a subsequent valid binding death benefit nomination or until such time as the Member shall enter into a reversionary pension arrangement in which case the Nomination is replaced to the extent the benefits held for that Member are subject to the Reversionary Pension.
  - (iii) If a Member is or is deemed to be under a legal disability any binding death benefit nomination they have previously made can be renewed by the duly appointed Attorney of the Member.
  - (iv) Except as provided for in this clause 14.5.3 no binding death benefit nomination can be revoked or altered except by the execution of a subsequent valid binding death benefit nomination by the Member.
- (b) The Trustee may reject a binding death benefit nomination on any grounds provided the Trustee notifies the Member of the rejection within 10 days of the Trustee receiving the binding death benefit nomination. If the Trustee rejects a binding death benefit nomination then:
- (i) the Trustee is not bound to pay a Member's Benefits in accordance with that binding death benefit nomination; and
  - (ii) the Member may make another binding death benefit nomination.

#### **14.5.4 Method of Payment**

Subject to the Relevant Law, a Death Benefit payable under this clause 14.5 may be paid:

- (a) in a lump sum;
- (b) by way of a pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) by any combination of the above.

The Trustee is discharged from all liability on the payment of a benefit in accordance with this clause 14.5 and is not responsible for seeing how the benefit is applied.

#### **14.6 Conditions**

The payment of any Benefit under this Deed is subject to the Trustee receiving such information or documents or evidence as the Trustee considers necessary, and the person to whom the Benefit is to be paid executing such documents and doing such things as the Trustee considers necessary.

#### **14.7 Taxation on Benefits**

The Trustee may deduct from any Benefit payable any Taxation that is payable or that the Trustee considers to be payable.

#### **14.8 Suspension of Benefit**

The Trustee may suspend, alter or withhold any Benefit in respect of a Member who fails to provide any information (or if any information provided is incorrect, misleading or deliberately withheld) or who otherwise fails to comply with the provisions of this Deed or the requirements of the Relevant Law.

#### **14.9 Transfer of assets**

If a Benefit is paid by the transfer of an asset of the Fund, the market value of the asset will be determined by the Trustee in its absolute discretion as at the date of transfer. That amount will be deducted from the Member's Benefit and the Trustee shall not be bound to see to the application of that amount.

#### **14.10 Preserved Benefits**

Nothing in this Deed requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

### **15 Impact of the Family Law Act**

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#### **15.1 Payment Splits**

In the event that an interest of a Member in the Fund becomes subject to a Payment Split the Trustee must notify the Member and the Non-Member Spouse in relation to that Payment Split in accordance with the Superannuation Law (being at the date hereof Regulations 2.36C and 7A.03).

The Trustee must comply with the requirements of, and is empowered to do the acts matters and things provided for in, Part 7A of the SIS Regulations including in relation to the payment to the Non-Member Spouse in respect of his or her interest in or rights in, the interest or Benefits the subject of the Payment Split and the creation of an interest in the Fund for the Non-Member Spouse or a Transfer or Roll-Over for the benefit of the Non-Member Spouse.

Subject to the Relevant Law the Trustee may refuse to admit a Non-Member Spouse as a member of the Fund.

#### **15.2 Payment Flags**

The Trustee must not provide a benefit where prohibited by law, including without limitation:

- (a) where a payment flag (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit; and
- (b) where a flagging order (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit.

### **16 Costs and expenses and Taxation**

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#### **16.1 Costs and expenses**

- (a) Except as otherwise expressly provided in this Deed, all costs, charges and expenses incurred in connection with the preparation, establishment, maintenance, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.

- (b) The Trustee may debit Member Accounts, reserves and any other Accounts in such manner as it considers appropriate to reflect the payment of, or the making of, any provision for any such costs, charges and expenses.

## **16.2 Taxation**

The Trustee will not be liable to account to any Member or any other person for any payments made by the Trustee in good faith to:

- (a) the Commonwealth of Australia or any State or Territory, or any other country or part of a country for Taxation or any other charges upon the Fund; or
- (b) on account of the retention of any moneys or assets in the Fund to meet any prospective liability on the part of the Trustee in relation to the Fund to such fiscal authority, notwithstanding that any such payment or provision need not have been made.

## **17 Records**

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### **17.1 Records and accounts to be kept**

The Trustee must:

- (a) keep full and comprehensive minutes of all Trustee meetings and resolutions;
- (b) keep account of all moneys received for, and disbursed from, the Fund and of all dealings in connection with the Fund;
- (c) collect and pay promptly into a bank or other Account of the Fund all moneys from time to time due to the Fund;
- (d) keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law and make suitable arrangements for custody of documents relating to the investments of the Fund; and
- (e) prepare accounts and statements in relation to the Fund as at the end of the Financial Year in accordance with the Relevant Law.

### **17.2 Audit**

The Trustee may appoint and remove an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee and the Regulator in respect of such audit within the time specified by the Relevant Law.

### **17.3 Disclosure**

The Trustee must provide to Members such documents and information as the Relevant Law requires the Trustee to provide.

## **18 Termination of the Fund**

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### **18.1 Termination**

The Fund will terminate on such date as the Trustee determines in the following circumstances:

- (a) if it appears to the Trustee that the Fund is unable to pay its debts as and when they become due and payable and the Trustee resolves to terminate the Fund;

- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) if the Members, by unanimous resolution, ask the Trustee to terminate the Fund.

#### **18.2 Application of assets**

The Trustee must, subject to the Relevant Law, apply the assets of the Fund in the following priority:

- (a) towards the costs of administering and winding up the Fund;
- (b) in paying or transferring Members' Benefits in accordance with this Deed; and
- (c) any balance to Members, Dependants, former Members, deceased Members or legal personal representatives, in such proportions as the Trustee in his discretion determines is appropriate, and the receipt by any such person is in full discharge of any claims in respect of the Fund.

### **19 Amendments**

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#### **19.1 By deed**

The Trustee may at any time, and from time to time, by deed or resolution add to, amend, alter, modify, vary or delete any provision of this Deed with immediate, prospective or retrospective effect to such extent as the Relevant Law permits.

#### **19.2 Notice to Members**

The Trustee must promptly give the Members notice of any such amendment if required pursuant to the Relevant Law to do so.

#### **19.3 Binding Death Nomination**

No amendment, variation or alteration shall alter or vary the effect of any binding death benefit nomination previously accepted by the Trustee or any pension arrangement in place at the date of the amendment.

### **20 Other acts**

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Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

### **21 Costs**

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The Trustee must pay the costs (including stamp duty) payable in respect of this Deed.

### **22 Consents, requests and notices**

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- (a) A consent, request or notice must be in writing and executed by the person giving it or their agent. It may be given:
  - (i) by pre-paid post to the address notified to all parties;



- (ii) by facsimile transmission to the facsimile number notified to the other parties; or
  - (iii) by any other means allowed by law.
- (b) A consent, notice or request, if validly given, is deemed to have been received:
- (i) on the third business day after posting;
  - (ii) on the next business day after transmission by facsimile; or
  - (iii) at any other time allowed by law.

## **23 Governing law**

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The laws in New South Wales govern this Deed. The parties submit to the jurisdiction of the Courts of New South Wales and the Federal Court of Australia.

## **24 Dealing with rights and obligations granted by this Deed**

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The rights and obligations under this Deed:

- (a) are personal and cannot be assigned or charged without the prior consent of all parties;
- (b) cannot be waived except by express notice specifying the waiver;
- (c) are in addition to and do not effect any other rights that party may have; and
- (d) will not merge with any act done to complete or perform this Deed.

## **25 Parties**

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- (a) A party includes the party's successors and permitted assigns.
- (b) An agreement, representation, or warranty:
  - (i) (on the part of two or more persons binds them jointly and severally; and
  - (ii) in favour of two or more persons is for the benefit of them jointly and severally.

## **26 Time**

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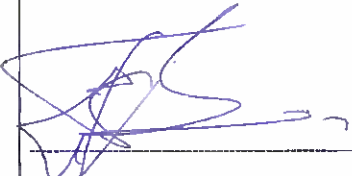

- (a) Time means New South Wales time.
- (b) A month means a calendar month.
- (c) A business day means any day that is not a Saturday, Sunday or public holiday in New South Wales. If an act must be done on a day that is not a business day, it may be done on the next business day.
- (d) Where time is to be calculated from a day or event, that day or the day of that event must be excluded from that calculation.
- (e) Unless stated otherwise, time is of the essence.

**27 Execution**

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- (a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one Deed. A signed counterpart may be delivered by facsimile.
- (b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

Executed as a deed.

<b>Executed by Ruygrok Super Fund Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)</b>		
		30.06.2023
Signature of Director	Signature of Director	Date of Signing

**Resolution**

Trustee: **Ruygrok Super Fund Pty Ltd**

SMSF: **Ruygrok Super Fund**

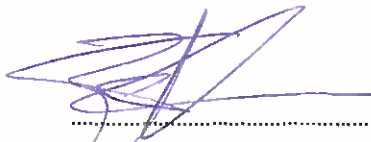
Proceedings: A superannuation fund deed prepared by Evan Richards & Associates  
The Deed was considered by the directors.

Resolutions:

**It was resolved** as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **Ruygrok Super Fund** to provide benefits for the Members on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Directors in favour of the resolutions:

  
.....  
(Directors Signature)

  
.....  
(Directors Signature)

Date of Signing: 30/1/23  
.....

**Application For Membership**

1. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
2. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
3. I hereby consent to:
  - (a) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
  - (b) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
4. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
5. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

**Schedule:**

FULL NAME	Theodorus Eduard Ruygrok
ADDRESS	3 Fitzroy Road, Cromer NSW 2099
DATE OF BIRTH	03/09/1959
PLACE OF BIRTH	The Hague, Netherlands
TAX FILE NUMBER	265762816

Signature  .....

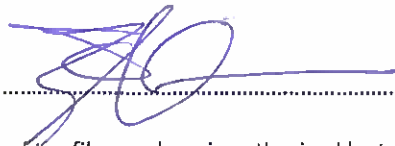
Date 30/6/23 .....

**TFN Notification**

Name:	Theodorus Eduard Ruygrok
Address:	3 Fitzroy Road, Cromer NSW 2099
Date of Birth:	03/09/1959
Sex:	Female

I agree to provide my Tax File Number:

2	6	5	7	6	2	8	1	6
---	---	---	---	---	---	---	---	---

Signature  .....

Date 30/6/23 20

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

**Binding Death Benefit Nomination Form**

Name: Theodorus Eduard Ruygrok

Address: 3 Fitzroy Road, Cromer NSW 2099

Date of Birth: 03/09/1959

I, Theodorus Eduard Ruygrok make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
Vesna Ruygrok	3 FITZROY ROAD CROMER NSW 2099	Wife	100%

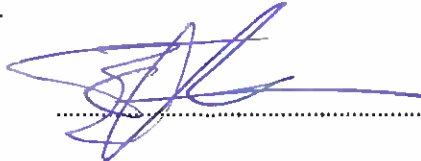
However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature:  .....

Date: 2 / 8 /2023

I Ceri O'Brien declare that I have witnessed Theodorus Eduard Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Theodorus Eduard Ruygrok

Signature of Witness 

I ANNIJELA MIKILEWICZ declare that I have witnessed Theodorus Eduard Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Theodorus Eduard Ruygrok

Signature of Witness 

#### Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof



### Application For Membership

6. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
7. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
8. I hereby consent to:
  - (c) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
  - (d) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
9. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
10. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

#### Schedule:

FULL NAME	Vesna Ruygrok
ADDRESS	3 Fitzroy Road, Cromer NSW 2099
DATE OF BIRTH	11/03/1965
PLACE OF BIRTH	Vrsac, Serbia
TAX FILE NUMBER	188528900

Signature  .....

Date 30.06.2023 .....

**TFN Notification**

Name:	Vesna Ruygrok
Address:	3 Fitzroy Road, Cromer NSW 2099
Date of Birth:	11/03/1965
Sex:	Female

I agree to provide my Tax File Number:

1	8	8	5	2	8	9	0	0
---	---	---	---	---	---	---	---	---

Signature 

Date 30.06. 2023

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

**Binding Death Benefit Nomination Form**

Name: Vesna Ruygrok

Address: 3 Fitzroy Road, Cromer NSW 2099

Date of Birth: 11/03/1965

I, Vesna Ruygrok make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
Theo Ruygrok	3 Fitzroy Road Cromer NSW 2099	Husband	100%

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

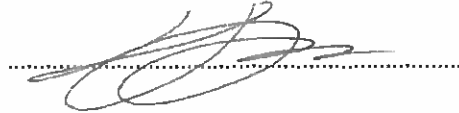
Name	Address	Relationship	Percentage or Amount

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature: .....



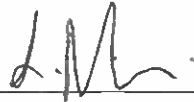
Date: 21 / 8 / 2023

ANNIJELA MIKULEVICZ declare that I have witnessed Vesna Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Vesna Ruygrok

Signature of Witness



AK Ceri O'Brien declare that I have witnessed Vesna Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Vesna Ruygrok

Signature of Witness



#### Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof.

## CONSTITUTION

Ruygrok Super Fund Pty Ltd  
ACN: 668 009 185

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## OPERATIVE PROVISIONS

### 1 Definitions and interpretation

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#### 1.1 Definitions

In this Constitution, unless the context requires otherwise:

**Act** means the *Corporations Act 2001* (Cth) as amended, supplemented or replaced from time to time.

**Alternate Director** means any person who, for the time being, holds office as an alternate Director duly appointed in accordance with this Constitution.

**Board** means the board of Directors of the Company.

**Business** means the business conducted by the Group as at the date of this Constitution, or any other business carried on by the Group from time to time.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

**Company** means Ruygrok Super Fund Pty Ltd, ACN: 668 009 185 or as that name is changed from time to time.

**Constitution** means this constitution of the Company as amended, supplemented or replaced from time to time.

**Directors** means all or any number of the directors for the time being of the Company appointed in accordance with this Constitution but does not include associate directors.

**Encumbrance** means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined in the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs 0(b), (c) or (d).

**Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

**Group** means the Company and its subsidiaries, and Group Company means any one of them.

**Law** means:

- (a) principles of law or equity established by decisions of courts;

- (b) statutes, regulations or by-laws of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law.

**Managing Director** means any person who, for the time being, holds office as a managing director duly appointed in accordance with this Constitution.

**Member** means a registered holder of any share of the Company or any person deemed by this Constitution to be such a person.

**Office** means the registered office of the Company.

**Register** means the register of Members of the Company as required to be kept under section 168 of the Act.

**Related Body Corporate** has the meaning given to that term in the Act.

**Secretary** means any person appointed to perform the duties of a secretary of the Company.

**Share** means shares in the capital of the Company.

**Special Resolution** has the same meaning as in section 9 of the Act.

## 1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";

- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (o) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

### **1.3 Replaceable rules**

The replaceable rules contained in the Act are displaced under section 135(2) and do not apply to the Company except to the extent that they are repeated in this Constitution.

## **2 Sole Purpose of Company**

---

The sole purpose of the company is to act as the trustee of a regulated superannuation fund in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth).

## **3 Proprietary company**

---

The Company is a proprietary company and:

- (a) the liability of Members is limited by shares;
- (b) the number of Members is limited to 50 (counting joint holders of shares as one person); and
- (c) it must not engage in any activity that would require disclosure to investors under Chapter 6D, except in the circumstances permitted by section 113(3).

## **4 Share capital**

---

### **4.1 Classes of shares**

The capital of the Company will be divided into any of the following classes:

- (a) ordinary shares; and
- (b) such other classes of shares as are approved in accordance with this Constitution and the Act from time to time.

### **4.2 Directors may issue shares**

By resolution of the directors, the company may:

- (a) issue or dispose of shares on such terms and with such rights and restrictions as they think fit;
- (b) issue shares with such preferred, deferred or other special rights or restrictions whether with regard to dividend, voting, return of capital or otherwise; and
- (c) issue any preference shares on terms that they are, or at the option of the Company are liable, to be redeemed.

#### **4.3 Rights attaching to ordinary shares**

The ordinary shares confer on their holders:

- (a) the right to receive notice of and attend any general meeting of the Company;
- (b) the right to cast one vote on a show of hands at a general meeting of the Company and to cast one vote for each ordinary share held on a poll; and
- (c) Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), any other rights in the *Corporations Act 2001* (Cth).

#### **4.4 Exercise of vote and rights**

Subject to this Constitution, no person is entitled to vote or to exercise any right or privilege as a Member until the person is registered in the Register.

### **5 Shares held on trust or jointly**

---

#### **5.1 No recognition of trusts or other interests**

Except as required under the Act the Company will not:

- (a) be required to recognise any person as holding a share on trust; or
- (b) be bound by or compelled in any way to recognise (whether or not the Company has been given notice) any equitable, contingent, future or partial claim, right or interest or any other right in any share except an absolute right of ownership in the holder listed in the Register.

#### **5.2 Joint owners**

Subject to this Constitution, if 2 or more persons are listed in the Register as the holders of a share:

- (a) they are deemed to hold the share as joint tenants with rights of survivorship;
- (b) they and their respective legal personal representatives are jointly and severally liable to pay all instalments and calls in respect of the share;
- (c) subject to clause (b), on the death of any one of them (evidence of which may be required by the Directors as they think fit), the survivor or survivors are the only person or persons whom the Company may recognise as having any title to the share; and
- (d) any one of them may give effectual receipts for any dividend or other distribution in respect of the share.

### **6 Certificates**

---

#### **6.1 Entitlement to certificates**

A person whose name is entered as a Member in the Register is entitled without payment to receive a certificate in respect of the share, signed in any way authorised by the Company, in accordance with the Act. In respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one certificate.

#### **6.2 Delivery to joint holders**

Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

## **7 Lien**

---

### **7.1 Lien on unpaid capital and money owing**

The Company has a first and paramount lien:

- (a) on every partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
- (b) on all shares registered in the name of a Member (either solely or jointly with another person) for all money presently payable to the Company by that person or the person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person.

### **7.2 Exemption from lien**

The Directors may at any time exempt a share wholly or in part from the provisions of clause 7.1.

### **7.3 Lien to apply to dividends**

The Company's lien (if any) on a share extends to all dividends payable in respect of the share.

### **7.4 Company's right of sale**

Subject to clause 7.5, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.

### **7.5 Restrictions on sale**

A share on which the Company has a lien must not be sold unless:

- (a) a sum in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death, mental incapacity, bankruptcy or insolvency of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

### **7.6 Effecting sale**

- (a) The Directors may give effect to a sale referred to in clause 7.4 by authorising a person to transfer the share sold to the purchaser.
- (b) The purchaser of such a share:
  - i. will be registered as the holder of the share;
  - ii. is not responsible for the application of the purchase money; and
  - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the sale.
- (c) After the name of the purchaser is entered in the Register, no person may impeach the validity of the sale and the remedy of any person aggrieved is in damages only and against the Company exclusively.

### **7.7 Application of sale proceeds**

The Company will pay:

- (a) the net proceeds of any sale or disposal referred to in clauses 7.4 and 7.6 towards satisfaction of the amount in respect of which the lien exists; and
- (b) the residue (if any) of the proceeds of sale to the person entitled to the shares at the date of sale.

#### **7.8 Taxation**

- (a) If a liability is imposed on the Company to pay any tax or other charge in relation to the shares held by a person or by another person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person (in each case, the **(Relevant Person)**) or any dividend or any entitlements due to the Relevant Person, the Company:
  - (b) must, on demand, be fully indemnified by the Relevant Person from all such liability;
  - (c) has a lien on the shares of that person and all dividends, bonuses and other moneys payable in respect of shares registered in the name of the Relevant Person, including shares where the Relevant Person is one of several joint holders;
  - (d) may recover as a debt due from the Relevant Person any moneys paid by the Company in respect of such liability; and
  - (e) may refuse to register a transfer of any shares by the Relevant Person until those moneys are recovered.

### **8 Calls on shares**

---

#### **8.1 Call by Directors**

Subject to the Act and this Constitution, the Directors may make a call on some or all of the Members in respect of any money unpaid on their shares which is not by the terms of issue of those shares made payable at fixed times.

#### **8.2 Payment of call**

Upon receiving at least 14 days' notice specifying the time and place of payment, each Member so notified must pay to the Company at the time or times and place so specified the amount called on the shares.

#### **8.3 Terms of call**

The Directors may revoke, postpone or extend a call as they think fit, and may authorise or require a call to be paid by instalments.

#### **8.4 Deemed time of call**

A call will be deemed to have been made at the time when the Directors' resolution authorising the call was passed.

#### **8.5 Liability of joint holders**

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

#### **8.6 Interest on unpaid calls**

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the Member from whom the sum is due must pay interest at a rate and on terms determined by

the Directors. Interest may be calculated from the day appointed for payment of the sum to the time of actual payment. The Directors may waive payment of interest wholly or in part.

#### **8.7 Fixed dates for calls**

- (a) Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date is deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable.
- (b) In the case of non-payment of a sum referred to in clause (a), all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

#### **8.8 Disabilities if calls unpaid**

A Member may not exercise any right as a Member (including the right to receive a dividend, to be present at any meeting, to be counted in a quorum or to vote at any meeting or on a poll) until that Member has paid:

- (a) all calls due and payable by the Member whether alone or jointly with another person, together with interest and expenses in respect of the calls; and
- (b) all other sums (if any) presently payable by the Member in respect of any shares held by the Member, whether alone or jointly with another person.

#### **8.9 Differentiation between Members**

The Directors may, on the issue of shares, differentiate between Members as to the amount of calls to be paid and the times of payment.

#### **8.10 Payment of calls in advance**

- (a) The Directors may:
  - i. accept from any Member all or any part of the money unpaid on a share in excess of the sum actually called up; and
  - ii. cause the Company to pay interest at the rate agreed between the Directors and the Member paying the sum, on the whole or any part of the amount so accepted (unless the Company in general meeting otherwise determines).
- (b) Any amount paid in advance of calls will not be taken into account in ascertaining the amount of any dividend payable on the shares in respect of which the advance is made.
- (c) The Directors may repay an amount advanced under clause (a) on giving the relevant Member one month's notice in writing.

#### **8.11 Evidence of call**

- (a) In an action or other proceedings for the recovery of a call, it is sufficient, and conclusive evidence of the debt, to prove that:
  - i. the name of the defendant is entered in the Register as the holder or one of the holders of the share in respect of which the call is claimed;
  - ii. the resolution making the call is recorded in the minute book; and
  - iii. notice of the call was given to the defendant in accordance with this Constitution,



iv. and it is not necessary to prove the appointment of the Directors who made the call or any other matter whatsoever.

(b) In this clause 8.11, reference to the term **Defendant** includes a person against whom a set-off or counter-claim is alleged by the Company and the term “action or other proceedings for the recovery of a call” is to be construed accordingly.

## **9 No Encumbrances**

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A Member must not create or give any Encumbrance over its shares in favour of any person without the prior written consent of the Company, which consent may be withheld by the Company in its absolute discretion.

## **10 Transfer of shares**

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### **10.1 Transfer of shares**

A Member may transfer all or any of the Member’s shares by instrument in writing in any form that the Directors approve. Such instrument of transfer must be executed by or on behalf of both the transferor and the transferee.

### **10.2 Registration of transfers**

A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares.

The Directors are not required to register a transfer of shares in the Company unless:

- (a) the instrument of transfer has been duly stamped (if required by Law);
- (b) the instrument of transfer has been lodged at the Company’s Office;
- (c) any fee payable on registration of the transfer has been paid; and
- (d) the Directors have been given all the information they reasonably require to establish the right of the transferor to make the transfer.

The Directors may, in their discretion and without assigning any reason, refuse to register a transfer of shares in the Company.

The Directors may suspend the registration of transfers of shares in the Company at such times and for such periods as they determine. The period of suspension must not exceed in the aggregate 30 days in any calendar year.

## **11 Forfeiture of shares**

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### **11.1 Default**

If a Member fails to pay a call or instalment of a call on or before the day appointed for payment of the call or instalment, the Directors may, at any time after that date, serve a notice on such Member requiring payment of the unpaid amount of the call or instalment, together with any interest and all expenses that the Company has incurred by reason of the non-payment.

### **11.2 Notice of forfeiture**

The notice referred to in clause 11.1 must:

- (a) specify a day at least 14 days after the date of service of notice and a place at which the call or instalment and the interest and expenses referred to in clause 11.1 are to be paid; and
- (b) state that in the event of non-payment at the time and place appointed, the share in respect of which the call was made or instalment is payable is liable to be forfeited.

### **11.3 Forfeiture**

- (a) If the requirements of a notice served under clauses 11.1 and 11.2 are not complied with, any share in respect of which the notice has been given may at any time after the date of non-compliance but before payment required by the notice has been made, be forfeited by a resolution of the Directors.
- (b) A forfeiture under clause (a) will include all dividends declared in respect of the forfeited shares and unpaid before the forfeiture.

### **11.4 Liability continues after forfeiture**

Any Member whose share is forfeited:

- (a) ceases to be a Member in respect of the forfeited share; and
- (b) remains liable to pay and must immediately pay to the Company all money that, at the date of forfeiture, was payable to the Company in respect of the share, together with interest on those amounts from the date of forfeiture until payment, at such rate as the Directors determine.

### **11.5 Statutory declaration is conclusive**

- (a) A statutory declaration that:
  - i. the declarant is a Director or a Secretary of the Company; and
  - ii. a share in the Company has been duly forfeited on a particular date,
- (b) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.
- (c) The statutory declaration referred to in this clause 11.5 and the Company's receipt for the price of the share constitutes a good title to the share.

### **11.6 Disposal of forfeited shares**

- (a) Any forfeited shares become the Company's property and the Directors may sell or dispose of the shares as they think fit, except that in the event of sale, the Directors will pay to the Member in whose name the share was registered immediately before the forfeiture, the residue (if any) of the proceeds of sale after satisfaction of all moneys due and unpaid.
- (b) Before any forfeited share is sold or disposed of, the forfeiture may be cancelled on such terms as the Directors think fit.
- (c) In relation to any sale or disposal under this clause 11.6, the Directors may arrange for an accountant or the Company's auditor to value the forfeited share. If the sale or disposal is made within three months of the date of the valuation, the valuation is conclusive evidence against the Member of the value of that share at the time of sale or disposal.

## 11.7 Transfer of forfeited share

- (a) The Company may receive the consideration (if any) given for a forfeited share on its sale or disposition and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) On the execution of the transfer, the transferee:
  - i. will be registered as the holder of the share;
  - ii. is not responsible for the application of any purchase money; and
  - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- (c) After the name of the transferee is entered in the Register, no person may impeach the validity of the transfer and the remedy of any person aggrieved by the transfer is in damages only and against the Company exclusively.

## 11.8 Application to outstanding money

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time as if that sum had been payable by virtue of a call duly made and notified.

## 12 Alteration of capital

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### 12.1 Power to consolidate, divide and cancel

Subject to the Act, the Company may by resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger value than its existing shares;
- (b) subdivide all or any of its shares into shares of smaller value, provided that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each such reduced share is the same as it was in the case of the share from which the reduced share is derived; and
- (c) cancel shares that, at the date of the resolution have not been taken or agreed to be taken by any person or have been forfeited and reduce its share capital by the amount of the shares so cancelled.

### 12.2 Reduction of capital

Subject to the Act, the Company may, by resolution, reduce its share capital.

## 13 General meetings

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### 13.1 Annual general meeting

The Company must hold an annual general meeting of the Company in accordance with the Act.

### 13.2 Power to convene general meeting

Any Director may, whenever the Director thinks fit, convene a general meeting of the Company's Members.

### 13.3 Notice period

- (a) Subject to the Act and clause (b), the Company must give at least 7 days' notice of general meetings (including annual general meetings).
- (b) The Company may call, on shorter notice than that specified in clause (a):
  - i. an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree prior to the annual general meeting; and
  - ii. any other general meeting, if Members holding at least 95% of the votes that may be cast at the general meeting agree prior to the general meeting.

### 13.4 Notice of general meetings

- (a) Notice of every general meeting must be given in the manner authorised by clause 27 to:
  - i. every Member;
  - ii. every Director;
  - iii. the auditor (if any); and
  - iv. every person who establishes to the Directors' satisfaction their entitlement to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member and, who but for the death, mental incapacity, bankruptcy or insolvency (as the case may be) would have been entitled to receive notice of the meeting.
- (b) Notice to joint Members may be given by sending it to the joint Member named first in the Register.

### 13.5 Content of notice of general meetings

A notice of a general meeting must:

- (a) specify the place, date and time for the meeting and, if applicable, details as to how a Member may attend electronically;
- (b) except as provided by clause 13.6, state the general nature of the business to be transacted at the meeting;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution;
- (d) contain a statement of:
- (e) each Member's right to appoint a proxy; and
- (f) the fact that a proxy need not be a Member of the Company; and
- (g) contain a statement that, if the Member appoints more than one proxy, each proxy may be appointed to represent a specified proportion of the Member's votes.

### 13.6 Content of notice of annual general meeting

It is not necessary for the notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of the financial statements and the reports of the Directors and auditor (if any);

- (b) the election of Directors and other officers in place of those retiring;
- (c) the declaration of dividends;
- (d) the appointment and fixing of the remuneration of the auditors; and
- (e) any other business which, under this Constitution or the Act, is required to be transacted at an annual general meeting.

#### 13.7 Notice of adjourned meeting

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 30 days or more.

#### 13.8 Failure to give notice

Any resolution passed at a meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

### 14 Proceedings at general meetings

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#### 14.1 Circular resolutions

- (a) A resolution may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. A body corporate's representative may sign such a circular resolution. Either member of a joint membership may sign a circular resolution.
- (b) Identical copies of the document may be distributed for signing by different Members and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Member signs the document, and satisfies any requirement in this Constitution or the Act that the resolution be passed at a general meeting.

#### 14.2 Sole Member resolutions

- (a) If at any time the Company has only one Member, it satisfies any requirement in this Constitution or the Act that a resolution be passed by that sole Member recording the resolution and signing the record.
- (b) A body corporate's representative may sign a resolution referred to in clause (a).

#### 14.3 Use of technology

The Company may hold a meeting or permit Members to attend a meeting using any technology that gives Members a reasonable opportunity to participate, including through any internet-based meeting application or any analogous technology. A Member is present in person for such a meeting if that Member is participating through the internet-based meeting application.

#### 14.4 Quorum

- (a) Except as otherwise provided in this Constitution, the quorum for a general meeting of the Company is 51% of Members present in person or by proxy, attorney or body corporate representative and the quorum must be present at all times during the meeting.
- (b) No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (c) For the purpose of determining whether a quorum is present:
  - i. each person attending as a proxy, as a body corporate's representative, or as a validly appointed attorney of a Member, is deemed to be a Member;
  - ii. if a Member has appointed more than one proxy, attorney or representative, only one may be counted; and
  - iii. if an individual person is attending both as a Member and as a proxy, attorney or representative, they may be counted only once.
- (d) If at any time the Company has only one Member, then that Member present in person or by proxy, attorney or body corporate representative is a quorum.

#### 14.5 Effect of no quorum

If a quorum of the Company's Members is not present within half an hour after the time appointed for the meeting in the notice:

- (a) if the meeting was convened on the requisition of Members, the meeting must be dissolved; or
- (b) in any other case:
  - i. the meeting will be adjourned to the date, time and place that the Directors specify (or if the Directors do not specify such details, the meeting is adjourned to the same day in the next week at the same time and place) except that if the meeting is adjourned for 30 days or more, notice of the resumed meeting must be given; and
  - ii. if at a meeting resumed under clause (a)i a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

#### 14.6 Chairperson of general meeting

The Directors may elect any person to chair general meetings of the Company.

#### 14.7 Vacancy in chair

Where a general meeting is held and:

- (a) a chairperson has not been elected by the Directors as provided by clause 14.6; or
- (b) the chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,

the Members present must elect one of their number to be chairperson of the meeting or part of the meeting (as the case may be).

#### 14.8 Adjournment

The chairperson must adjourn a general meeting if the Members present with a majority of votes at the general meeting agree or direct that the chairperson must do so.

#### 14.9 Adjourned meetings

- (a) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.

### 15 Voting at general meetings

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#### 15.1 Voting

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the chairperson must inform the general meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

#### 15.2 Voting rights

Subject to any rights or restrictions attached to any class of shares, each Member, entitled to vote may vote in person or by proxy, attorney or body corporate representative authorised under the Act, at a meeting of the Members of the Company, and each Member has:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote for each share they hold.

#### 15.3 Voting by joint holders

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register is counted.

#### 15.4 No entitlement to vote if calls are unpaid

If calls and other sums due and payable on a Member's share remain unpaid, that Member:

- (a) is not entitled to be present at any general meeting;
- (b) may not vote on any question or on a poll; and
- (c) may not be counted in a quorum.

#### 15.5 Voting by persons entitled to shares

- (a) Subject to clause (b), any person entitled to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member, may vote at any general meeting in respect of that share as if they were the registered holder of the share.
- (b) A person entitled to vote under clause (a) must satisfy the Directors of their right to be transferred the share at least 48 hours before the scheduled time of the meeting or adjourned meeting at which that person proposes to vote, unless the Directors have previously admitted that person's right to vote at that meeting.

## 15.6 Voting by poll

- (a) A poll may be demanded by:
  - i. the chairperson;
  - ii. at least 3 Members present in person or by proxy, attorney or body corporate representative entitled to vote on the resolution; or
  - iii. a Member or Members present in person or by proxy, attorney or body corporate representative representing at least 5% of the total votes that may be cast on the resolution on a poll.
- (b) A poll may be demanded:
  - i. before a vote is taken; or
  - ii. before or immediately after the voting results on a show of hands are declared.
- (c) The percentage of votes that each Member holds is to be determined as at the close of business on the day before the poll is demanded.
- (d) The demand for a poll may be withdrawn.
- (e) If a poll is duly demanded, it must be taken in such manner and, subject to clause (f), either immediately or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (f) A poll is to include the votes of Members voting electronically at a meeting at which Members participate electronically using technology that includes an internet-based meeting application or any analogous technology.
- (g) A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.
- (h) The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

## 15.7 Casting vote of chair

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the chairperson may have had as a member).

## 15.8 Objection to qualification of a voter

- (a) An objection to a person's right to vote at a general meeting:
  - i. may only be raised at a general meeting or adjourned meeting at which the vote objected to is given or tendered; and
  - ii. must be determined by the chairperson of the meeting, whose decision is final.
- (b) A vote not disallowed under an objection referred to in clause (a) is valid for all purposes.

## 15.9 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same meeting; and



- (b) of sufficient magnitude, in the opinion of the chairperson, as to invalidate the resolution.

## **16 Proxies**

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### **16.1 Who can appoint a proxy**

- (a) A Member who is entitled to attend and vote at a general meeting may appoint a person as that Member's proxy to attend and vote for that Member at a meeting of the Company. A proxy need not be a Member of the Company.
- (b) The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) If the Member is entitled to cast more than one vote at a meeting, the Member may appoint 2 proxies. If the Member appoints 2 proxies and the appointment does not specify the proportion or number of the Member's votes each proxy may exercise, each proxy may exercise half of the Member's votes.
- (d) Any fractions of votes resulting from the application of clauses (b) or (c) must be disregarded.

### **16.2 Execution and form of proxies**

- (a) An instrument appointing a proxy is valid if it is in the form specified by the Directors from time to time and is:
  - i. signed by or on behalf of the Member of the Company making the appointment; and
  - ii. contains the following information:
  - iii. the Member's name and address;
  - iv. the Company's name;
  - v. the proxy's name or the name of the office held by the proxy; and
  - vi. the meetings at which the appointment may be used.
- (b) The proxy form must provide for the Member to vote for or against each resolution and may provide for abstention to be indicated.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy is not entitled to vote on the resolution except as specified in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) Despite clause 15.3, where an instrument of proxy is signed by all of the joint holders of any Shares, the votes of the proxy so appointed must be accepted in respect of those Shares to the exclusion of any votes tendered by a proxy for any one of those joint holders.

### **16.3 Member's attorney**

A Member may appoint an attorney to act, or to appoint a proxy to act, at a general meeting. If the appointor is an individual, the power of attorney must be signed in the presence of at least 1 witness.

#### 16.4 Life of proxy

An instrument appointing a proxy will not be valid after 12 months from the date of its execution, unless it is expressly stated to be a standing appointment or to extend for a longer period.

#### 16.5 Lodgement of proxies and powers of attorney

- (a) If a Member appoints a proxy or an attorney, the following documents must be given to the Company at the Office or at the place specified for the purpose in the notice calling the general meeting:
- i. the proxy's appointment; and
  - ii. if the appointment is signed by the appointor's attorney, the authority under which the form was signed or a certified copy of the authority; and
  - iii. in the case of an attorney, the power of attorney or a certified copy of it.
- (b) The appointment of a proxy or an attorney is valid for a meeting if the appointment and any authority are given to the Company at least 24 hours before the general meeting at which the proxy is to be used.

#### 16.6 Corporate representative

A Member that is a body corporate may appoint an individual to act as its representative at general meetings as permitted by the Act.

#### 16.7 Validity of proxy vote

A vote cast in accordance with the terms of an instrument of proxy or of a power of attorney is valid if no notice in writing of:

- (a) the previous death of the appointing Member;
- (b) the mental incapacity of the appointing Member;
- (c) the revocation of the proxy's appointment;
- (d) the revocation of the authority under which the proxy was appointed; or
- (e) the transfer of the share in respect of which the proxy was given,

has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or exercised.

### 17 Appointment and removal of Directors

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#### 17.1 Number

The number of the Directors will not be less than 1 or more than 10, unless otherwise determined by 75% of shareholders of the Company.

#### 17.2 Appointment by Company

Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), the Company may appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

### **17.3 Term of office**

Each of the Directors will hold office until the Director vacates office or is removed under this Constitution.

### **17.4 Vacation of office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Director by virtue of the Act or this Constitution;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) is prohibited from being a Director by reason of any order made under the Act;
- (d) becomes physically or mentally incapable of performing the Director's duties;
- (e) resigns by written notice to the Company;
- (f) is absent from Directors' meetings (without appointing an Alternate Director) without the consent of the other Directors for a period of more than 6 months; or
- (g) without the prior or subsequent consent of the other Directors, is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the Director's interest as required by the Act.

## **18 Powers and duties of Directors**

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### **18.1 General management power**

Subject to the Act, this Constitution and any resolution of the Company, the Directors:

- (a) will manage the business of the Company;
- (b) may exercise all such powers of the Company that are not, by the Act or this Constitution, required to be exercised by the Company in general meeting, provided that no resolution of the Company in general meeting will invalidate any prior act of the Directors which would have been valid if such a resolution had not been made; and
- (c) may be reimbursed all reasonable expenses incurred in promoting and forming the Company.

### **18.2 Act in the best interests of a Holding Company**

As contemplated by section 187 of the Act, a Director may act in good faith in the best interests of any Holding Company of the Company.

### **18.3 Attorneys**

- (a) The Directors may, by power of attorney under deed, appoint any person or persons to be the attorney or attorneys of the Company with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

#### **18.4 Power to borrow and give security**

- (a) Without limiting the generality of clause 18.1, the Directors may for the purposes of the Company:
  - i. borrow money, with or without giving security for it; and
  - ii. guarantee the performance of any obligation of the Company or of any other person providing they have the agreement of all other directors prior to entering into any such obligation.
- (b) With unanimous agreement the Directors may borrow or provide security as they think fit and in particular by the issue of bonds, debentures or debenture stock or any mortgage, charge or other security on the undertaking of the whole or part of the property of the Company (both present and future) including its uncalled capital.
- (c) Debentures, debenture stock, bonds or other securities may be:
  - i. made assignable free from any equities between the Company and the person to whom the same has been issued; or
  - ii. issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise, and any debentures may be re-issued notwithstanding that they may have been made paid off or satisfied.

#### **18.5 Indemnity**

Subject to clause 29 and to the extent permitted by the Act, if any of the Directors or any other person becomes personally liable for the payment of any sum primarily due from the Company, the Directors may execute a mortgage, charge or security over the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable from any loss in respect of the liability.

#### **18.6 Other offices of Directors**

Subject to the Act, a Director may hold any other office or offices under the Company (except that of auditor) in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange.

#### **18.7 Director may act in professional capacity**

- (a) Subject to the Act and clause (b), any Director (or the Director's firm) may act in a professional capacity for the Company and the Director (or the Director's firm) is entitled to remuneration for professional services as if the Director were not a Director.
- (b) A Director (or the Director's firm) must not act as the Company's auditor.

### **19 Proceedings of Directors**

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#### **19.1 Calling and holding Directors' meetings**

- (a) A Director may call a Directors' meeting by giving at least 48 hours' notice to each Director.
- (b) A notice of a Directors' meeting may be given as the Directors may determine, either in writing, orally or by using technology.

## 19.2 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

## 19.3 Directors' meetings by technology

- (a) For the purposes of the Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors' meeting:
  - i. video;
  - ii. telephone;
  - iii. any other technology that permits each Director to communicate with every other Director; or
  - iv. any combination of these technologies.
- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
  - i. the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Board, taken to be assembled together at a meeting and to be present at that meeting; and
  - ii. all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.
- (c) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chairperson to leave the meeting.

## 19.4 Directors' resolutions

- (a) A resolution of the Directors must be passed by a majority of the votes of Directors present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote.

## 19.5 Minutes

The Directors must cause minutes to be made of:

- (a) all appointments of Directors, Alternate Directors and officers;
- (b) the names of the Directors present at each meeting of the Directors;
- (c) all orders made by the Directors;

- (d) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise; and
- (e) all resolutions and proceedings of meetings of Members and classes of Members and of the Directors,
- (f) and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Act.
- (g) The minutes of a meeting must be signed by the chairperson of the meeting or the chairperson of the next meeting.
- (h) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 19.5 is evidence of the matters shown in the minute.

#### 19.6 Director's personal interests

If a Director has a material personal interest in a matter that relates to the affairs of the Company other than an interest that does not have to be disclosed under section 191(2) of the Act and the Director discloses the nature and extent of the interest and its relation to the affairs of the Company to the other Directors, in accordance with section 191 of the Act and the Directors (other than the Director with the personal interest) approve the participation of that Director in the matter and permits that Director to vote on the matter, then:

- (a) the Director may vote on matters that relate to the interest;
- (b) any transactions that relate to the interest may proceed; and
- (c) if the disclosure is made before the transaction is entered into:
  - i. the Director may retain benefits under the transaction even though the Director has the interest; and
  - ii. the Company cannot avoid the transaction merely because of the existence of the interest.

#### 19.7 Quorum

- (a) At a meeting of Directors properly convened the number of Directors whose presence is necessary to constitute a quorum is one.
- (b) If the office of a Director becomes vacant, the remaining Directors may act but, if the total number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.
- (c) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.
- (d) Despite any other provision in this Constitution, if no quorum is present within 30 minutes after the time appointed for the meeting:
  - i. the meeting is adjourned for 24 hours;
  - ii. the quorum for that rescheduled meeting is 1; and
  - iii. if no Director attends that adjourned meeting, the meeting is regarded as dissolved.

#### 19.8 Chairperson

- (a) The Directors must elect a Director to chair their meetings and may determine the period for which the Director is to be the chairperson.
- (b) Where a meeting of the Directors is held and:
  - i. a Director has not already been elected to chair that meeting under clause (a); or
  - ii. the previously elected chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,
- (c) the Directors present must elect one of their number to chair the meeting or part of the Meeting (as the case may be).
- (d) The chairperson does not have a casting vote in addition to any vote the chairperson has as a Director.

#### 19.9 Delegation to Committees

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee must exercise the powers delegated to it in accordance with any directions of the Directors. The effect of the committee exercising a power in this way is the same as if it had been exercised by the Directors.
- (c) The members of a committee may elect one of their number as chairperson of their meetings.
- (d) Where a meeting of a committee is held and:
  - i. a chairperson has not already been elected to chair that meeting under clause (c); or
  - ii. the previously elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- (e) the members present may elect one of their number to be chairperson of the meeting.
- (f) A committee may meet and adjourn as it thinks fit unless otherwise directed by the Directors.
- (g) Questions arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the chairperson has a casting vote, in addition to any vote the chairperson has in the chairperson's capacity as a member of the committee (if any).

#### 19.10 Acts of Directors valid despite defective appointment

Any act done at any meeting of the Directors or of a committee of Directors by any person acting as a Director is, although it is later discovered that there was some defect in the appointment of any such Director or that the Director was disqualified, is valid as if the Director had been duly appointed and was qualified to be a Director or to be a member of the committee.

## 20 Managing Director

---

### 20.1 Appointment and tenure

- (a) The Directors may appoint one or more Directors to be Managing Director of the Company. The appointment of Managing Director will be for such period and on such terms as the Directors think appropriate.
- (b) The Directors may, subject to the terms of any agreement entered into in a particular case, revoke any appointment of Managing Director.

### 20.2 Ceasing to hold office

A Managing Director:

- (a) is subject to the same provisions as to resignation and removal as a Director as the other Directors of the Company; and
- (b) immediately ceases to be a Director if he or she ceases to be a Managing Director.

### 20.3 Powers

- (a) The Directors may on such terms and conditions and with such restrictions as they think appropriate, confer on a Managing Director any of the powers exercisable by the Directors.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of the powers so conferred on a Managing Director.

## 21 Alternate Directors

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### 21.1 Power to appoint an Alternate Director

- (a) Subject to clause (b) and with the other Directors' prior written approval, a Director (**Appointing Director**) may appoint an Alternate Director to exercise some or all of the Appointing Director's powers either indefinitely or for a specified period. An Alternate Director need not be a Director or Member.
- (b) A Managing Director must not appoint an Alternate Director to act as Managing Director.

### 21.2 Appointment

The appointment of an Alternate Director must be in writing and a copy given to the Company.

### 21.3 Rights and powers

- (a) An Alternate Director:
  - i. is entitled to notice of each Directors' meeting and if the Appointing Director is not present at any such meeting, the Alternate Director may attend and vote at that meeting in the Appointing Director's place; and
  - ii. is otherwise entitled to exercise all the powers of the Appointing Director in the Appointing Director's place (unless the appointment was limited to some only of the Appointing Director's powers, in which case the Alternate Director may only exercise those powers).



- (b) When an Alternate Director exercises the Appointing Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Appointing Director.

#### **21.4 Alternate Director is not agent of appointor**

An Alternate Director is responsible to the Company for his or her own acts and defaults as if the Alternate Director were an ordinary Director and is not deemed to be an agent of the appointing Director.

#### **21.5 Termination of appointment**

- (a) The Appointing Director may terminate the Alternate Director's appointment at any time.
- (b) The termination of an Alternate Director must be in writing and is not effective until a copy is given to the Company.
- (c) In any case, the appointment of an Alternate Director terminates when the Appointing Director ceases to hold office as Director.

### **22 Secretary**

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A Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

### **23 Records and inspection**

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- (a) The Directors must ensure that proper accounting and other records of the Company are kept and where required, distributed, in accordance with the requirements of the Act.
- (b) The Directors must determine whether and on what terms the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (c) A Member other than a Director does not have the right to inspect any document of the Company except as provided by the Act or authorised by the Directors or by the Company in general meeting.

### **24 Dividends and reserves**

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#### **24.1 Prohibition on distribution of income or property to members:**

The Company must not distribute any of the income or property of itself to any member by dividend or in any other manner.

### **25 Capitalisation of profits**

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#### **25.1 Authority to capitalise**

The Company may, by ordinary resolution in general meeting and on the recommendation of the Directors, resolve that:

- (a) it is desirable to capitalise any sum, being the whole or part of the amount for the time being standing to the credit of any reserve account or profit and loss account or otherwise available for distribution to Members; and

- (b) that sum may be applied, in any of the ways mentioned in clause 25.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

## 25.2 Appropriation and application

A sum distributed to Members in accordance with clause 25.1 may be applied:

- (a) in paying up any amounts unpaid on shares held by Members; or
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid.

## 25.3 Adjustment of Members' rights

The Directors must do all things necessary to give effect to a resolution referred to in clause 25.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to enter into, on behalf of all the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any further shares or debentures or for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under an authority referred to in clause (b) is effective and binding on all the Members concerned.

## 25.4 Distribution

- (a) If a distribution of capitalised profits is made on more than one class of shares, the distribution made on the shares of any particular class may be at a higher, lower or at the same rate as the distribution made on the shares of another class,
- (b) provided that the shares in any one class participate equally among themselves in any distribution made of capitalised profits in respect of that class.
- (c) There can be no objection to any resolution which declares a higher rate of distribution on the shares of any class or classes than the distribution made on the shares of any other class or classes.

## 26 Power of Attorney

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### 26.1 Appointment of Attorney

Each Member (**Appointor**) irrevocably appoints the Company (**Attorney**), as its agent and attorney, with power to do everything necessary or expedient in the name of the Appointor and on its behalf to give effect to any of the transactions contemplated by this Constitution to the extent that the Appointor has failed to act in the manner required by this Constitution, including to:

- (a) settle, execute and deliver in the name of the Appointor and on its behalf all documents necessary to give effect to the transactions contemplated by this Constitution and all documents that are contemplated by or reasonably, ancillary or incidental to any such document, including conveyances, assignments, novations and transfers;

- (b) do everything necessary or expedient in the name of the Appointor and on its behalf to complete the transactions contemplated by this Constitution; and
- (c) exercise any rights attaching to the Appointor's shares, including voting rights, rights to appoint a proxy or representative, rights to attend and speak at a meeting of members of the Company and agree to such meetings being called on short notice.

The Attorney may:

- (d) appoint or remove any substitute, delegate or sub-attorney at any time; and
- (e) exercise its rights and powers under this clause 26:
- (f) in its own name or in the name of the Appointor; and
- (g) even if it benefits from the exercise of the rights or powers.

## 26.2 Further acts

The Appointor declares that all acts and things done by the Attorney and its substitutes, delegates and sub-attorneys in exercising rights and powers under this clause 26 will be as good and valid as if they had been done by the Appointor and agrees to:

- (a) ratify and confirm whatever the Attorney and its substitutes, delegates and sub-attorneys do, or cause to be done, in lawfully exercising their rights and powers under this clause 26;
- (b) indemnify the Attorney and its substitutes, delegates and sub-attorneys against all claims, demands, costs, charges, expenses, outgoing, losses and liabilities arising in any way in connection with the lawful exercise of their rights and powers under this clause 26; and
- (c) deliver to the Attorney on demand any power of attorney, instrument of transfer or other instruments as the Attorney may require for the purposes of this clause 26.

## 26.3 Irrevocable

The Appointor declares that the rights and powers granted to the Attorney under this clause 26 are given for valuable consideration and are irrevocable.

## 27 Notices

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### 27.1 How notice to be given

A Member may, by written notice to the Secretary left at or sent to the Office, require that all notices to be given by the Company or the Directors be served on the Member's representative at an address specified in the notice.

The Company may give a notice to any Member by:

- (a) serving it on the Member personally;
- (b) properly addressing, prepaying and posting the notice to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
- (c) sending it by email to an email address nominated by the Member;
- (d) sending it via any other electronic means permitted by the Act and nominated by the Member for the giving of notices, including providing an electronic link to the notice; or

- (e) giving it by any other means permitted or contemplated by this clause 26 or the Act.

## 27.2 When notice is given

A notice is deemed to be given by the Company and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not; or
- (c) if sent by email or other electronic means, on the day after the date of its transmission,
- (d) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

## 27.3 Notice to joint holders

A notice may be given by the Company to joint Members by sending the notice to the joint Member first named in the Register or to an alternative address (if any) nominated by that Member.

## 28 Winding up

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If the company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company, divide amongst another organisation or organisations having the same object, the whole or any part of the assets of the company irrespective as to whether they are the same property or not.

## 29 Indemnity

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### 29.1 Interpretation

In this clause 29:

- (a) **proceedings** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (b) **officer** has the meaning given to that term in section 9 of the Act.

### 29.2 Scope of indemnity

In addition to any other indemnity provided to an officer of the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law:

- (a) every officer of the Company will be indemnified out of the assets of the Company against any liability incurred by them in relation to the execution of their office;
- (b) no officer of the Company is liable for any loss or damage incurred by the Company in relation to the execution of his or her office;
- (c) every officer of the Company will be indemnified out of the assets of the Company against any liability which he or she incurs:
  - i. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the officer or in which the officer is acquitted;

- ii. in connection with any application, in relation to any such proceedings, in which relief is granted under the Act to the officer by the Court; and
- (d) every officer of the Company will be indemnified out of the assets of the Company against any liability to another person (other than the Company or a Related Body Corporate of the Company) where the liability is incurred by the officer in their capacity as an officer of the Company, provided that this indemnity will not apply where the liability arises out of conduct involving a lack of good faith.

### 29.3 Insurance

In addition to the payment of any other insurance premium by the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law, the Company may pay the premium in respect of a contract insuring an officer of the Company against a liability:

- (a) incurred by the officer of the Company in his or her capacity as officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
- (b) for costs and expenses incurred by that officer of the Company in defending proceedings, whatever their outcome.

## **RUYGROK SUPER FUND PTY LTD**

**ACN: 668 009 185**

**Consent to Act As**

### **Director and Secretary**

**Pursuant to Section 201D and 204C of the *Corporations Act 2001***

TO: The Board of Directors  
RUYGROK SUPER FUND PTY LTD  
UNIT 8, 435-439 FULLARTON ROAD  
HIGHGATE SA 5063

I, THEODORUS EDUARD RUYGROK, hereby consent to act as a Director and Secretary of RUYGROK SUPER FUND PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: THEODORUS EDUARD RUYGROK  
Former names (if any):  
Residential Address: 3 FITZROY ROAD, CROMER NSW 2099  
Date of Birth: 3rd September 1959  
Place of Birth: THE HAGUE, NETHERLANDS

Dated: the 16th day of May 2023

  
.....  
THEODORUS EDUARD RUYGROK

## **RUYGROK SUPER FUND PTY LTD**

**ACN: 668 009 185**

**Consent to Act As**

**Director**

**Pursuant to Section 201D of the *Corporations Act 2001***


TO: The Board of Directors  
RUYGROK SUPER FUND PTY LTD  
UNIT 8, 435-439 FULLARTON ROAD  
HIGHGATE SA 5063

I, VESNA RUYGROK, hereby consent to act as a Director of RUYGROK SUPER FUND PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: VESNA RUYGROK  
Former names (if any): VESNA ~~KRSTIC~~ <sup>KRSTIC MR.</sup>  
Residential Address: 3 FITZROY ROAD, CROMER NSW 2099  
Date of Birth: 11th March 1965  
Place of Birth: VRSAC, SERBIA

Dated: the 16th day of May 2023

  
.....  
VESNA RUYGROK

**RUYGROK SUPER FUND PTY LTD**  
**ACN: 668 009 185**  
**Consent to Become a**  
**Member**

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors  
RUYGROK SUPER FUND PTY LTD  
UNIT 8, 435-439 FULLARTON ROAD  
HIGHGATE SA 5063

I, THEODORUS EDUARD RUYGROK, hereby consent to become a Member of RUYGROK SUPER FUND PTY LTD.

My personal details are as follows:

Full name: THEODORUS EDUARD RUYGROK

Former names (if any):

Residential Address: 3 FITZROY ROAD, CROMER NSW 2099

Upon registration of the Company, I agree to take up shares in RUYGROK SUPER FUND PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	90	\$1	\$0	Y	Y

Dated: the 16th day of May 2023

  
.....  
THEODORUS EDUARD RUYGROK



**RUYGROK SUPER FUND PTY LTD**  
**ACN: 668 009 185**  
**Consent to Become a**  
**Member**

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors  
RUYGROK SUPER FUND PTY LTD  
UNIT 8, 435-439 FULLARTON ROAD  
HIGHGATE SA 5063

I, VESNA RUYGROK, hereby consent to become a Member of RUYGROK SUPER FUND PTY LTD.

My personal details are as follows:

Full name: VESNA RUYGROK  
Former names (if any): VESNA KRSTIC   
Residential Address: 3 FITZROY ROAD, CROMER NSW 2099

Upon registration of the Company, I agree to take up shares in RUYGROK SUPER FUND PTY LTD as outlined in the table below:

Class of Share	Shares Held	Amount Paid per Share	Amount Unpaid per Share	Fully Paid	Beneficially Held
ORD	90	\$1	\$0	Y	Y

Dated: the 16th day of May 2023

  
.....  
VESNA RUYGROK

# **RUYGROK SUPER FUND PTY LTD**

## **ACN 668 009 185**

Registered in South Australia under the *Corporations Act 2001* (Cth)

### **Share Certificate**

**Certificate No: 1**

This is to certify that:

**Theodorus Eduard Ruygrok**

of 3 Fitzroy Road, Cromer NSW 2099

is the registered holder of:

**Number of shares: 90**

**Class of shares: ORD**

**Fully or partly paid: Y**

in the Company subject to the Constitution in force from time to time.

Executed by **RUYGROK SUPER FUND PTY LTD** by its duly authorised officer: )  
)  
)  
)  
)  
)

  
.....  
Signature of authorised director  
Vesna Ruygrok

**Date: the 16th day of May 2023**

**RUYGROK SUPER FUND PTY LTD**  
**ACN 668 009 185**

Registered in South Australia under the *Corporations Act 2001* (Cth)

**Share Certificate**

**Certificate No: 2**

This is to certify that:

**Vesna Ruygrok**

of 3 Fitzroy Road, Cromer NSW 2099

is the registered holder of:

**Number of shares: 90**

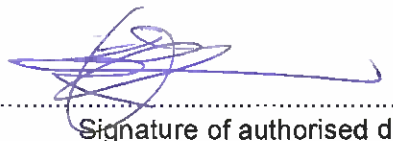
**Class of shares: ORD**

**Fully or partly paid: Y**

in the Company subject to the Constitution in force from time to time.

**Executed by RUYGROK SUPER FUND PTY )**  
**LTD by its duly authorised officer: )**

)  
)  
)  
)



.....  
Signature of authorised director  
Theodorus Eduard Ruygrok

**Date: the 16th day of May 2023**

# Minutes Record

Minutes of the first meeting of directors of  
**Ruygrok Super Fund Pty Ltd**  
ACN: 668 009 185

Held at:	UNIT 8, 435 FULLARTON ROAD, HIGHGATE SA 5063
Present:	Theodorus Eduard Ruygrok Vesna Ruygrok
Chair:	The following person was appointed Chairperson of the first meeting of Directors.  Theodorus Eduard Ruygrok
Registration of Company	<b>Discussed</b> that all matters relating to the registration of the Company had been attended to and that the Company had been registered on 16th May 2023. The certificate of registration was tabled as evidence the Company was duly registered.
Director(s)	<b>Resolved</b> that  Theodorus Eduard Ruygrok Vesna Ruygrok
Secretary(ies)	<b>Resolved</b> that  Theodorus Eduard Ruygrok  be appointed secretary(s) of the Company and signed consent(s) were tabled.
Register of Members	<b>Resolved</b> that the following members be entered in the register of members in accordance with their consent(s) and share certificate(s) which were tabled.  Theodorus Eduard Ruygrok Vesna Ruygrok
Public Officer	<b>Resolved</b> that the following person be appointed to fill the position of public officer, as required by Section 252 of the <i>Income Tax Assessment Act</i> and that notice of such appointment be given to the Australian Tax Office:  Theodorus Eduard Ruygrok
Registered Office	<b>Resolved</b> that the registered office of the Company be located at:  UNIT 8, 435 FULLARTON ROAD, HIGHGATE SA 5063
Principal Place of Business	<b>Resolved</b> that the principal place of business be located at:  3 FITZROY ROAD, CROMER NSW 2099
Constitution	<b>Resolved</b> that the constitution tabled at the meeting be approved and adopted as the constitution of the company.
Register of option holders	<b>Resolved:</b> to establish, and keep up to date, a register of option holders in accordance with sections 168(1)(b) of the <i>Corporations Act</i> .
Register of debenture holders	<b>Resolved:</b> to establish, and keep up to date, a register of debenture holders in accordance with sections 168(1)(c) of the <i>Corporations Act</i> .
Financial records	<b>Resolved:</b> to do everything necessary to establish, and keep up to date, the financial records of the company, as required by the <i>Corporations Act</i> .
Bank account	<b>Resolved:</b> to approve and open the bank accounts and to appoint the signatories in accordance with the terms of the bank account mandate forms.

Maintaining records

**Resolved:** to notify the relevant authorities and update the company's records in relation to the business.

Closure

There being no further business the meeting was closed.

Signed as a true and correct record:  
Dated: the 16th day of May 2023

  
\_\_\_\_\_  
Theodorus Eduard Ruygrok (Chairperson)

**ASIC**

Australian Securities &amp; Investments Commission

**Forms Manager**

Registered Agents

**Company:** RUYGROK SUPER FUND PTY LTD ACN 668 009 185

## Company details

Date company registered 16-05-2023  
 Company next review date 16-05-2024  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company Yes  
 Non profit company No

## Registered office

UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063

## Principal place of business

3 FITZROY ROAD , CROMER NSW 2099

## Officeholders

RUYGROK, THEODORUS EDUARD

Born 03-09-1959 at NETHERLANDS

3 FITZROY ROAD , CROMER NSW 2099

Office(s) held: Director, appointed 16-05-2023  
 Secretary, appointed 16-05-2023

RUYGROK, VESNA

Born 11-03-1965 at SERBIA

3 FITZROY ROAD , CROMER NSW 2099

Office(s) held: Director, appointed 16-05-2023

## Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	180	180.00	0.00

## Members

RUYGROK , VESNA 3 FITZROY ROAD , CROMER NSW 2099

Share class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

RUYGROK , THEODORUS EDUARD 3 FITZROY ROAD , CROMER NSW 2099

Share class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

## Document history

These are the documents most recently received by ASIC from this organisation.


Received	Number	FormDescription	Status
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16-05-2023 4EAC17250 201 APPLICATION FOR INCORPORATION (DIVN 1) Processed - awaiting imaging

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# Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit [ato.gov.au/smsf](https://ato.gov.au/smsf) and search 'approved education courses'.





## Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
  - member who is under a legal disability (usually a member under 18 years old)
  - member for whom you hold an enduring power of attorney
  - deceased member.

## Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.


To subscribe to our news and alerts service visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'news and alerts'.

For more information on free approved trustee education courses visit [ato.gov.au/smsf](http://ato.gov.au/smsf) and search 'approved education courses'.

## Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

 If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit [ato.gov.au/smsf](http://ato.gov.au/smsf)
- phone us on 13 10 20.


## When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

## What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

 Do not send your completed declaration to us unless we request this from you.

---

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Published by

Australian Taxation Office  
Canberra  
June 2021

DE-35147



# Self-managed super fund trustee declaration

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

Fund name

Ruygrok Super Fund
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I am responsible for ensuring that the fund is operated in accordance 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 trustees' 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
- give me a written direction to rectify any contraventions or undertake a course of education
- 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 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 financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and 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.

### 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.

### 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:

- giving financial assistance using the resources of the fund 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 from the trustee or investment manager of another regulated super fund 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)

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets 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 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).

**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, the retirement of members and payment of benefits)
  - 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
  - documented decisions about storage of collectables and personal use assets
- 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 including asset market valuation
  - copies of Transfer balance account reports lodged
  - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- 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 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

**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.
- Administrative penalties can be imposed on me for not complying with the legislation
- 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 APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

Theodorus Eduard Ruygrok

Trustee's or director's signature

Date

Day Month Year  
30 / 06 / 2023

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

Ceri O'Brien

Witness' signature

Date

Day Month Year  
30 / 06 / 2023

# SMSF Investment Strategy

Name: **Ruygrok Super Fund**

Date: 30/06/2023

## 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.

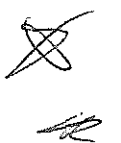
## **Gearing**

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.



### ***Cryptocurrency***

This includes established coins listed on recognised exchanges, ICOs and NFTs. The investments may be held on an exchange directly or stored in a secure cold wallets

### ***Insurance***

The trustees have reviewed the need to hold a contract insurance for members of the fund and have determined that insurance is not required, in compliance with the directives contained within SIS Act 1994 Regulation 4.09 (2)(e)

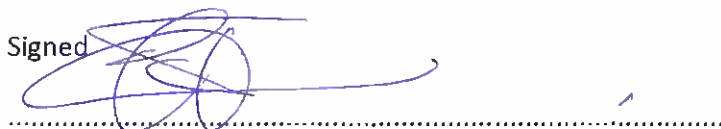
### ***Review***

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: **Theodorus Eduard Ruygrok**

Signed



Name of Trustee: **Vesna Ruygrok**

Signed



## SUPERANNUATION FUND DEED

Ruygrok Super Fund

Ruygrok Super Fund Pty Ltd

668 009 185

*(Trustee)*



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**Date**

This deed is made on 16/05/2023

**Parties**

<b>Name</b>	Ruygrok Super Fund Pty Ltd ('Trustee')
<b>ACN</b>	668 009 185
<b>Address</b>	Unit 8, 435-439 Fullarton Road, Highgate SA 5063

## Recitals

- A. The Trustee hereby establishes an indefinitely continuing complying superannuation fund (Fund) which is:
- a. A self-managed superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993-,
  - b. A complying superannuation fund for the purposes of the Income Tax Assessment Act 1997,
  - c. A regulated superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993;
  - d. An accumulation fund within the meaning of the Superannuation Industry (Supervision) Regulations 1994; and e. subject to the duties and powers under this Deed for the purpose of providing superannuation benefits for those persons who, being eligible for membership, become Members of the Fund and their Dependants.
- B. The Trustee agrees to act as Trustee of the Fund.

Now this deed witnesses that the Trustee hereby constitutes an indefinitely continuing superannuation fund known as the "Ruygrok Super Fund" vested in and controlled and administered by the Trustee upon the trusts of this Deed (which includes this preamble, the Recitals and all of the following Parts hereof) effective from the date hereof.

Operative Terms

1 Definitions

Term	Meaning
<b>Account</b>	an account established by the Trustee for the purpose of administering the Fund or calculating the Benefits payable in respect of a Member or for any other purpose under this Deed
<b>Account-Based Pension</b>	has the meaning given in sub-regulation 1.03(1) of the SIS Regulations
<b>Allocated Pension</b>	a Pension that complies with sub-regulation 1.06(4) of the SIS Regulations
<b>Auditor</b>	an approved auditor within the meaning of the Relevant Law being the auditor appointed by the Trustee from time to time to audit the Fund
<b>Beneficiary</b>	a person (including a Member or a former Member) beneficially entitled to a Benefit from the Fund
<b>Benefit</b>	the benefits payable or that may be payable to a Member or his Dependants or any other person under this Deed or the Relevant Law
<b>Commencement Date</b>	the date of this Deed
<b>Deed</b>	this Deed
<b>Dependant</b>	<ul style="list-style-type: none"> <li>a) a Member's spouse and, where there is more than one person who fits that description, the person determined by the Trustee to be the Member's spouse;</li> <li>b) a Member's child including subject to the Relevant Law any person who is, in the Trustee's opinion, maintained as a child by the Member;</li> <li>c) any other person whom the Trustee considers to be substantially financially dependant on the Member at the relevant time; and</li> <li>d) any other person considered to be a dependant under the Relevant Law</li> </ul>
<b>Downsizer Contributions</b>	contributions in accordance with section 292-102 of the <i>Income Tax Assessment Act 1997</i> (Cth)

<b>Term</b>	<b>Meaning</b>
<b>Eligible Fund</b>	a regulated superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law
<b>Eligible Person</b>	any person who is eligible to become a member of a self managed superannuation fund under the Relevant Law provided only that he or she is not in an employment relationship with a Member unless the person is a relative of that Member
<b>Financial Year</b>	<ul style="list-style-type: none"> <li>a) the period from the Commencement Date to the following 30 June;</li> <li>b) the period from each subsequent 1 July to each following 30 June before the termination of the Fund;</li> <li>c) the period from the last 1 July before the termination of the Fund to the date of termination of the Fund; and</li> <li>d) such other period ending on such other date as the Trustee may from time to time determine</li> </ul>
<b>Fund</b>	all of the assets from time to time held by the Trustee in the trusts established by this Deed
<b>Member</b>	a person who has been admitted to membership of the Fund and has not ceased membership of the Fund
<b>Old-Age Pension</b>	has the meaning given in section 10 of the SIS Act
<b>Pension</b>	has the meaning given in section 10 of the SIS Act
<b>Pension Standards</b>	<ul style="list-style-type: none"> <li>a) for an Account-Based Pension, the standards in sub-regulation 1.06(9A) of the SIS Regulations;</li> <li>b) for an Allocated Pension, the standards in sub-regulation 1.06(4) of the SIS Regulations;</li> <li>c) for a Transition to Retirement Income Stream, the standards in the definition of that term in sub-regulation 6.01(2) of the SIS Regulations; and</li> <li>d) for any other Old-Age Pension, the relevant standards contained in the SIS Regulations</li> </ul>
<b>Regulator</b>	has the meaning given in section 10 of the SIS Act

Term	Meaning
<b>Relevant Law</b>	<p>that legislation which must be complied with, or that the Trustee considers desirable to comply with, in order for the Fund to be a regulated and complying self managed superannuation fund or such other fund (whether by another name) that is entitled to concessional treatment for Taxation purposes. That legislation may include:</p> <ul style="list-style-type: none"> <li>a) the SIS Act;</li> <li>b) the SIS Regulations not including SIS Regulation 6.17A(7);</li> <li>c) the <i>Superannuation (Financial Assistance Funding) Levy Act 1993</i> (Cth);</li> <li>d) the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth);</li> <li>e) the <i>Superannuation (Rolled-Over Benefits) Levy Act 1993</i> (Cth);</li> <li>f) the <i>Superannuation Entities (Taxation) Act 1987</i> (Cth);</li> <li>g) the <i>Superannuation Supervision Levy Act 1991</i> (Cth);</li> <li>h) the <i>Income Tax Assessment Act 1936</i> (Cth);</li> <li>i) the <i>Income Tax Assessment Act 1997</i> (Cth); and</li> <li>j) any other legislation, requirements, standards, guidelines, rulings or announcements</li> </ul>
<b>Review Date</b>	the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion
<b>SIS Act</b>	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
<b>SIS Regulations</b>	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth)
<b>Taxation</b>	includes income tax (including capital gains tax, tax on eligible termination payments and tax on contributions), payroll tax, land tax, goods and services tax, stamp duty and any other taxes or duties
<b>Transition to Retirement Income Stream</b>	has the meaning given by sub-regulation 6.01(2) of the SIS Regulations
<b>Trustee</b>	the trustee(s) for the time being of the Fund



## **2 Rules of interpretation**

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- a) Any provision of this Deed must be read down to the extent necessary for this Deed to constitute a complying self managed superannuation fund and so as to comply with the requirements of the Superannuation Law. If that is not possible, it must be severed. All other provisions of this Deed are unaffected. Any obligation or requirement imposed by Superannuation Law in respect of the fund established by this Deed or which would be required to enable this Deed or any Member of the Fund to be eligible for any concessional tax treatment that is not expressed in this this deed is to be regarded as incorporated into this Deed by reference.
- b) A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.
- c) In this Deed unless the contrary intention appears:
  - (i) a person includes any other legal entity and vice versa;
  - (ii) the singular includes the plural and vice versa;
  - (iii) a gender includes all other genders;
  - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
  - (v) a clause or annexure is a clause of or an annexure to this Deed;
  - (vi) a reference to a document is to that document as amended or varied;
  - (vii) any legislation includes any subordinate legislation and amendments;
  - (viii) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
  - (ix) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form; and
  - (x) 'including', or similar words, does not limit what else might be included.

Headings are for convenience and do not affect the interpretation of this Deed.

## **3 Relevant Law**

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### **3.1 Inconsistency**

Any provision of this Deed that is inconsistent or conflicts with the Relevant Law or prevents the Trustee from complying with the Relevant Law must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

### **3.2 Power to act in accordance with Relevant Law**

The Trustee has the power to do all acts and things, or to omit to do such acts and things, as the Trustee considers necessary, desirable or expedient for the Fund to comply with the Relevant Law.

### **3.3 Deemed inclusion of Relevant Law**

Notwithstanding any provision of this Deed, any clause or provision that must be included in this Deed from time to time in order for the Fund to comply with the Relevant Law is deemed to be included in this Deed as if every such provision was set out in this Deed, but only for so long as that deemed inclusion is necessary for the Fund to comply with the Relevant Law.

## **4 The Fund**

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### **4.1 Establishment**

By this Deed the Trustee establishes the Ruygrok Super Fund.

### **4.2 Fund vested in Trustee**

- (a) The Fund will be vested in the Trustee.
- (b) The Trustee will at all times hold, control and manage the Fund in accordance with the provisions of this Deed.
- (c) No Member will have any beneficial interest in the Fund or any asset of the Fund.

### **4.3 Purpose**

Trustee must be a Constitutional Corporation or where the Trustee is not a Constitutional Corporation the primary purpose of the Fund shall be to provide old age pension and maintained solely for one or more of the purposes laid out in section 62 of the SIS Act.

## **5 Trustee**

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### **5.1 Number of Trustees**

- (a) Where the Trustee consists of a constitutional corporation, there will only be one Trustee.
- (b) Where the Trustee consists of natural persons, there may be any number of Trustees subject to any minimum and maximum number prescribed by the Relevant Law.

### **5.2 Appointment and removal**

- (a) Members may at any time by deed:
  - (i) remove any Trustee who is not a Member or a person acting as Trustee pursuant to clauses 5.2(c) to 5.2(f);
  - (ii) appoint any person in that Trustee's place; and/or
  - (iii) appoint any person as an additional or replacement Trustee.
- (b) A Trustee will continue to hold office until the Trustee:
  - (i) resigns by notice to the Members;
  - (ii) if a natural person, dies;
  - (iii) if a natural person, becomes incapable of performing his duties as Trustee;

- (iv) if a company, becomes an externally administered body corporate (as defined in the *Corporations Act 2001* (Cth)) or has a provisional liquidator appointed;
  - (v) is removed from office by the Members pursuant to the provisions of this Deed or the Relevant Law; or
  - (vi) becomes a disqualified person under the Relevant Law.
- (c) Subject to any restrictions imposed by the Relevant Law, if a Member dies:
- (i) the deceased Member's legal personal representative may act as a Trustee in place of the deceased Member for so long as the Relevant Law allows; and
  - (ii) for the purpose of this clause 5.2(c) the 'legal personal representative' of a deceased Member includes the executor named in the Will of the deceased Member whether or not a grant of Probate has been issued or will be sought in relation to the deceased Member's estate.
- (d) If a Member is under a legal disability, that Member's legal personal representative may act as Trustee in his place.
- (e) If a Member is under a legal disability because of age, and the Member does not have a legal personal representative, the Member's parent or guardian may act as Trustee on behalf of the Member.
- (f) A Trustee may, by enduring power of attorney, appoint another person to act as Trustee in his place.
- (g) Where the Trustee consists of a constitutional corporation, the Members will do all things necessary to ensure that the appointment and removal of directors of the Trustee is governed in a manner substantially similar to clauses 5.2(c) to 5.2(f).

### 5.3 Trustee meetings

- (a) Any Trustee may at any time convene a Trustees' meeting by notice to the other Trustees.
- (b) The Trustee that convenes the Trustees' meeting will be the chairman of the meeting unless all of the Trustees agree otherwise.
- (c) A Trustees' meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- (d) Subject to the provisions of this Deed, the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- (e) A quorum for a meeting of Trustees is two Trustees unless there is only one Trustee, when a quorum is that Trustee.

**5.4 Decisions of Trustees**

- (a) Each Trustee has one vote and questions arising at a Trustees' meeting will be decided by a majority of the Trustees present and voting.
- (b) If there are an equal number of votes for and against a resolution the chairman of the Trustees' meeting will have the casting vote.

**5.5 Minutes**

- (a) The Trustees must record their decisions in written minutes, signed by the chairman of the Trustees' meeting.
- (b) Signed minutes are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

**5.6 Written resolutions**

A resolution in writing signed by all of the Trustees (or if the Trustee is a constitutional corporation, a resolution signed by all of the directors of the Trustee) will:

- (a) have the same effect and validity as a resolution of all the Trustees present and voting at a Trustees' meeting; and
- (b) be deemed to have been passed on the day on which the document was last signed by a Trustee (or if the Trustee is a constitutional corporation, by a director), notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy, telex, or facsimile transmission.

**5.7 Conflict of interest**

- (a) A Trustee and any firm, body or entity in which a Trustee has a direct or indirect interest may subject to the Relevant Law in any capacity:
  - (i) enter into any contracts or arrangement with the Fund;
  - (ii) be appointed to and hold any office or place of profit under the Trustees, other than the office of Auditor; and
  - (iii) act in a professional capacity, other than as the Auditor, for the Fund,

and may receive and retain for his own benefit any remuneration, profits or benefits as if he was not a Trustee.

- (b) Every Trustee must disclose his interest to the other Trustees.
- (c) The failure by a Trustee to make disclosure under this **clause 5.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- (d) A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee has a direct or indirect interest.

**5.8 Validity of acts of Trustees**

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or a person appointed as a Trustee was a disqualified person for the purposes of the Relevant Law.

## 5.9 Constitution

The Trustee must, if a constitutional corporation, ensure that its Constitution is consistent with any applicable requirements of the Relevant Law.

## 6 Trustee's duties

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The Trustee (and if the Trustee is a constitutional corporation, the directors of the Trustee) must:

- (a) act honestly in all the Trustee's dealings with the Fund;
- (b) exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- (d) keep the money and other assets of the Fund separate from any money and assets of the Trustee; and
- (e) not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers in respect of the Fund.
- (f) formulate, review regularly and give effect to an investment strategy as set out in clause 13.1;
- (g) consider and review regularly the insurance needs and preferences of each Member of the Fund;
- (h) if there are any reserves of the fund- formulate, review regularly and give effect to a strategy for their prudential management consistent with the Investment Strategy of the Fund; and
- (i) provide each beneficiary of the fund access to any prescribed information or any prescribed documents.

## 7 Trustee's powers

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### 7.1 All powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner and so as to comply with the Relevant Law, including:

- (a) entering into and executing all contracts, deeds and documents and doing all such matters and things as it considers expedient for the purpose of carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
- (b) giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- (c) instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a benefit from the Fund;

- (d) borrowing or lending money and securing the repayment of that money in any manner including by charge or mortgage over real property or personal property and upon any terms, with or without security which the Trustee may consider advisable;
- (e) insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- (f) paying out of the Fund all expenses of and incidental to the management and administration of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to this Deed;
- (g) giving receipts and releases or discharges of any other kind in relation to any debts owed to the Fund;
- (h) purchasing and selling real or personal property at the complete discretion of the Trustee subject only to the Investment Strategy; and
- (i) indemnifying or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members or other persons entitled in respect of the Fund.

#### **7.2 Absolute discretion**

- (a) The Trustee, in the exercise of the authorities, powers and discretions given to it under this Deed, has an absolute and unfettered discretion and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed.
- (b) Subject to the Relevant Law the Trustee may also in its absolute discretion waive any requirement of this Deed in respect of any Member.

#### **7.3 Delegation**

The Trustee may delegate and vary or remove any delegation to any person, on such terms as the Trustee may think fit, any of the authorities, powers and discretions conferred upon the Trustee by this Deed or the Relevant Law.

#### **7.4 Remuneration**

- (a) The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee.
- (b) Subject to the Relevant Law, nothing in this Deed will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the *Corporations Act 2001* (Cth)) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

#### **7.5 Confidentiality**

The Trustee will regard as strictly confidential so far as practicable all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this Deed, or anything relating or incidental to it. Subject to the Relevant Law no dependant or other person not a Member shall be entitled to any information concerning the operations or conduct of the Fund or of the Trustee as Trustee unless the Trustee determines it is appropriate to disclose that information to that person.

#### **7.6 Dependants and other beneficiaries**

The Trustee may exercise all its powers under this Deed and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of this Deed and any direction of the Trustee in relation to the payment of any Benefit to them or otherwise.

#### **7.7 Indemnity**

The Trustee (and if a constitutional corporation, each of its directors) will be indemnified out of the Fund against all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

#### **7.8 Release**

The Trustee (and if a constitutional corporation, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

#### **7.9 Limited indemnity and release**

Nothing in this Deed has the effect of giving the Trustee (and if a constitutional corporation, each of its directors) an indemnity or release in respect of any liability:

- (a) for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or
- (b) for a monetary penalty under a civil penalty order.

#### **7.10 Trustee's lien**

The Trustee will have, to the extent permitted by law, a lien on and over the assets of the Fund for the purpose of satisfying the indemnities given to the Trustee under this Deed and the Relevant Law.

### **8 Membership**

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#### **8.1 Admission**

The Trustee may in its absolute discretion admit any Eligible Person who has lodged with the Trustee an application for membership, in such form as the Trustee may require, to membership of the Fund provided only that the number of Members as a result of that admission would not be greater than that permitted for a Self Managed Superannuation Fund and that the number of trustees shall not be greater than the maximum allowed in the Jurisdiction.

#### **8.2 Timing**

Membership of the Fund shall commence:

- (a) for the initial Members on the date hereof;
- (b) for future Members on and from the date determined by the Trustee or if non is determined the date on which that person or his or her legal personal representative becomes a Trustee hereof or a director of the Trustee.

**8.3 Bound by this Deed**

Every person admitted to membership of the Fund becomes a Member and is bound by this Deed.

**8.4 Variation of membership terms**

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member.

**8.5 Information to new Members**

The Trustee must, as soon as practicable after the admission of a Member, give to that Member any information required by the Relevant Law.

**8.6 Trustee's requirements**

A Member must provide such information including a tax file number and documents, submit to such medical examinations, and generally do such things as the Trustee deems necessary in order for the Trustee to satisfy itself that such person is entitled to a Benefit from the Fund.

**8.7 Cessation**

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
  - (i) transferred to another fund pursuant to **clause 10**; or
  - (ii) paid to the Member pursuant to **clause 14**.

**9 Contributions to the Fund**

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**9.1 Employer contributions**

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund from a Member's employer as may be agreed from time to time between the Trustee, the Member and the employer.

**9.2 Member contributions**

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund as a Member may wish to make from time to time including Downsizer Contributions.

**9.3 Manner and timing of contributions**

The Trustee may determine the manner and timing of contributions to be accepted from a Member or a Member's employer.

**9.4 Contributions**

The Trustee:

- (a) may accept contributions from any person in respect of a Member to the extent permitted by the Relevant Law;



- (b) must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law; and
- (c) must not accept a contribution or shortfall components which the Regulator lawfully directs the Trustee not to accept; and
- (d) may refuse to accept such contributions as the Trustee deems appropriate.

#### **9.5 Form of contributions**

- (a) Contributions may be made either in cash or by transfer to the Trustee of an asset in specie or by any other means authorised by the Relevant Law.
- (b) If a contribution is made by the transfer of an asset to the Trustee:
  - (i) the amount of the transfer will be the market value of that asset determined by the Trustee at the time of its transfer; and
  - (ii) the other terms and conditions of the transfer will be as determined by the Trustee.

#### **9.6 Allocation**

All contributions accepted by the Trustee must be allocated to a members account within 28 days after the end of the months or receipt or such other period as may be allowed under the Relevant Law.

#### **9.7 Inadvertent Breach**

- (a) If the Trustee becomes aware that a Contribution or other amount has been accepted which is not in accordance with the Relevant Law the Trustee must use all reasonable endeavours to refund the amount to any extent required by the Relevant Law; and
- (b) the Trustee shall be entitled to reduce the benefits of the member concerned by the amount of the contribution or shortfall component.

### **10 Transfers to and from other funds**

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#### **10.1 Transfers to other funds**

- (a) If requested by a Member, the Trustee may pay or transfer all or part of the Member's Benefits to an Eligible Fund, provided that the payment or transfer is not in breach of the Relevant Law.
- (b) If a Member ('Requesting Member') makes a request ('Transfer Request') pursuant to clause 10.1(a) of this Deed, the Trustee must resolve within one month whether or not to accept the Transfer Request.
- (c) If the Trustee does not accept the Transfer Request, the Requesting Member may, by one month's notice to each of the other Members, call a meeting of the Members to reconsider the Transfer Request.
- (d) A quorum for a Members' meeting will be two Members unless there is only one Member, when a quorum is that Member.

- (e) The chairman of the meeting will be the Requesting Member unless all of the members agree otherwise.
- (f) Any Member may appoint a proxy to vote on that Member's behalf.
- (g) If there are an equal number of votes in favour of and against accepting the Transfer Request, the chairman will have the casting vote.
- (h) If a majority of votes at the meeting of members are in favour of accepting the Transfer Request, the Requesting Member must notify the Trustee ('Notice') of that decision within one month.
- (i) The Members' decision in relation to a Transfer Request is binding on the Trustee.
- (j) The Trustee must pass all resolutions and do all acts necessary to give effect to the Transfer Request within one month of receiving the Notice unless the Requesting Member agrees otherwise.

#### **10.2 Transfer by Trustee**

The Trustee may of its own initiative pay or transfer the whole or part of a Member's Benefits to an Eligible Fund in such circumstances as may be permitted or required by the Relevant Law, whether or not the Member has requested or consented to such payment or transfer.

#### **10.3 Benefits cease**

The payment or transfer of a Member's Benefits to an Eligible Fund satisfies the Member's entitlement to those Benefits to the extent of the amount so paid or transferred. The receipt of such an amount by the Trustee of the other Eligible Fund completely discharges the Trustee for any liability in respect of that amount. The Trustee will have no responsibility to see to the application of that amount.

#### **10.4 Transfers from other funds**

If a Member requests, the Trustee may accept the transfer of money or assets from an Eligible Fund. The Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets so received.

### **11 Investment portfolios**

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#### **11.1 Selection of investment portfolios**

- (a) Subject to the Relevant Law, the Trustee may allow a Member to select the investments for that Member's investment portfolio and the proportions of those investments.
- (b) The Trustee may restrict or impose conditions on that selection.

#### **11.2 No selection**

If a Member does not select an investment portfolio, the Trustee must invest the balance of that Member's Account in accordance with this Deed.

#### **11.3 Variation or redemption**

- (a) A Member may request the Trustee to vary or redeem any part of that Member's investment portfolio, as allowed by the Relevant Law.

- (b) The Trustee may (whether or not it is requested to do so) vary or redeem any part of an investment portfolio.

#### **11.4 Delay or refusal**

- (a) The Trustee may:
  - (i) delay in establishing, varying or redeeming any part of an investment portfolio; or
  - (ii) refuse to establish, vary or redeem any part of an investment portfolio.
- (b) If the Trustee delays in establishing, or refuses to establish, any part of an investment portfolio the Trustee must invest the balance of the Member's Account in accordance with this Deed.

#### **11.5 Trustee may cease investment portfolio**

- (a) The Trustee may cease any Member's investment portfolio. The Trustee must notify that Member that it has ceased its investment portfolio.
- (b) If the Trustee ceases a Member's investment portfolio the Trustee must invest the balance of that Member's Account in accordance with this Deed.

#### **11.6 No liability**

The Trustee is not liable to compensate a Member for any loss incurred in exercising or not exercising any of its powers under this **clause 11**.

#### **11.7 No separate trust funds.**

Investment portfolios are not separate trust funds.

### **12 Fund Accounts**

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#### **12.1 Fund Accounts**

The Trustee will keep such Accounts and reserves as the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefits payable to each Member.

#### **12.2 Member Accounts**

The Trustee must keep separate Accounts for each Member and, if desirable, keep in respect of each Member such separate Accounts as the Trustee considers necessary or desirable for any one or more of the following purposes:

- (a) differentiating between contributions made by the Member and contributions made for the benefit of the Member by an employer or any other person;
- (b) differentiating between the Member's preserved and non-preserved benefits;
- (c) calculating the Member's minimum benefits within the meaning of the Relevant Law;
- (d) identifying those monies and assets which are funding the Member's retirement benefits;
- (e) enabling the Member to have more than one pension; and
- (f) such other purpose as the Trustee considers appropriate.

### **12.3 Crediting Member's Accounts**

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

- (a) contributions received from the Member or any other person in respect of the Member;
- (b) any amounts transferred to or from an Eligible Fund;
- (c) if the Relevant Law permits, any amount transferred from or to the Member to or from the account of a spouse (as defined by section 10 of the SIS Act) either in this Fund or an Eligible Fund;
- (d) the income of the Fund at a rate determined by the Trustee pursuant to **clause 13.5**;
- (e) any Taxation, costs, expenses or liabilities in relation to the contributions received in respect of the Member including excess contributions tax;
- (f) any Taxation, costs, expenses or liabilities of the Fund that the Trustee considers appropriate;
- (g) any premiums and other expenses of any insurance policies in respect of the Member;
- (h) such proceeds, bonuses or rebates under any insurance policies as the Trustee determines; and
- (i) any other amounts that the Trustee considers appropriate.

### **12.4 Investment fluctuation Account**

The Trustee may establish such Accounts for the purposes of smoothing any fluctuations in the value and earnings of investments of the Fund and for such other purposes as the Trustee may consider appropriate.

### **12.5 Reserves**

The Trustee may establish reserves for the purposes of making provision for any existing or prospective liability for Taxation or any other liability or for any other purpose the Trustee considers appropriate in the course of administration of the Fund, including reserves for:

- (a) assets set aside to fund the pension of a Member;
- (b) forfeited Benefits;
- (c) contributions made on account of a specific group of Members;
- (d) earnings not allocated to Members' Accounts;
- (e) any proceeds, bonuses or rebates under an insurance policy not allocated to Member's Accounts; and
- (f) any amount left in a Member's Account after all benefits have been paid to the Member.

## 13 Investments

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### 13.1 Strategy

The Trustee must formulate and give effect to an investment strategy that has regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to the Fund's objectives and cash flow requirements;
- (b) the composition of the Fund's investments as a whole, including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- (d) the ability of the Fund to discharge its existing and prospective liability; and
- (e) all other circumstances of the Fund and any other factor or matter the Trustee considers appropriate to have regard to.

The Trustee must notify Members of the investment strategy if required by the Relevant Law.

### 13.2 Authorised investments

The Trustee may invest all or so much of the moneys forming part of the Fund from time to time as is not required immediately for the payment of Benefits or other amounts authorised by this Deed in any investment whatsoever which the Trustee considers appropriate in accordance with the investment strategy and which is authorised by the Relevant Law. The Trustee may invest in instalment warrants including arrangements described in section 67A of the SIS Act and for this purpose may appoint a custodian.

### 13.3 Power to sell and vary investments

The Trustee will have power as it sees fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed.

### 13.4 Investment income

- (a) The Trustee must at the Review Date:
  - (i) value all of the assets of the Fund at market value; and
  - (ii) determine all the net income and net capital gains of the Fund in respect of the period since the last Review Date, whether realised or unrealised, and after deducting any capital losses and such allowance for expenses and Taxation as the Trustee considers appropriate.
- (b) If, within 30 days of a Review Date, the Trustees have not determined the value of an asset, any Trustee or any director of a corporate Trustee may request the Trustee to fix the value of the asset pursuant to **clause 13.4(c) to 13.4(g)**.
- (c) As soon as practicable after receipt of a request pursuant to **clause 13.4(b)**, the Trustee must appoint a valuer ('Valuer') to fix the value of the asset. The Valuer must:
  - (i) be suitably qualified to carry out a valuation of the nature and dimension required;
  - (ii) have evidenced his ability to produce credible work;

- (iii) have at least five years experience in the valuation and analysis of assets similar to the asset;
  - (iv) have an extensive knowledge of discounted cash flow analysis;
  - (v) have the ability to meet time requirements; and
  - (vi) have no pecuniary interest that could reasonably be regarded as being capable of affecting his ability to give an unbiased opinion.
- (d) The Valuer will receive written and verbal submissions from the Trustees or the directors of the Trustee within the time appointed by the Valuer. The Valuer will give reasonable consideration to such submissions before making a determination.
- (e) The asset value will be that sum which in the Valuer's opinion is the fair market value of the asset at the Review Date:
- (i) assuming a willing buyer and a willing seller;
  - (ii) assuming a reasonable period within which to negotiate the sale taking into account the nature of asset and the state of the market;
  - (iii) assuming the asset will be freely exposed to the market with reasonable publicity; and
  - (iv) on the basis that no account is taken of the interest of a special buyer.
- (f) The Valuer will act as an expert and not as an arbitrator. The Valuer's decision as to the value of the asset will be final.
- (g) The Trustee will pay the Valuer's costs of determining the value of the asset from the Fund.

### **13.5 Fund earning rate**

At each Review Date, the Trustee must also determine the rate at which the income of the Fund is to be credited or debited to Member Accounts, any investment fluctuation account and other Accounts and reserves established by the Trustee, having regard to the following considerations:

- (a) whether the Member has established an investment portfolio;
- (b) the amount of income for the Financial Year ending on the relevant Review Date;
- (c) the amount of income expected for the subsequent Financial Year;
- (d) the amount of income credited to the Member's Accounts in previous Financial Years;
- (e) the amount of Taxation, costs and other liabilities of the Fund;
- (f) the investment strategy of the Fund; and
- (g) such other matters as the Trustee considers relevant.

### **13.6 Interim Fund earning rate**

The Trustee may from time to time during a Financial Year determine an interim rate at which the income of the Fund is to be credited or debited to a Member's Accounts for the purpose of calculating the Member's Benefits in accordance with the Relevant Law.

## 14 Benefits

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### 14.1 When payable

- (a) A Member's Benefit becomes payable if:
  - (i) the Member retires in the circumstances prescribed by the Relevant Law for the release of preserved and non-preserved Benefits;
  - (ii) the Member retires on the ground of permanent incapacity (within the meaning under the Relevant Law);
  - (iii) the Member requests payment and the Relevant Law allows that payment;
  - (iv) the Member dies; or
  - (v) the Member becomes temporarily incapacitated as set out in the Relevant Law; or
  - (vi) such other event occurs that requires the Benefit to be paid pursuant to the Relevant Law.
- (b) If a benefit becomes payable to a Member under **clause 14.1** the Member may request that the Trustee retain all or part of the Member's Benefit in the Fund. The Trustee may accept the Member's request on any terms and conditions it wishes to impose but must commence to pay a Benefit to a Member when required by the Relevant Law.

### 14.2 Method of payment

Subject to **clause 14.3**, a Benefit may be paid:

- (a) in a lump sum;
- (b) by way of Pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) any combination of the above.

### 14.3 Pension

- (a) If the Trustee is not a constitutional corporation any Benefit payable under this Deed must be paid in the form of a Pension or in any other form that complies with the Relevant Law.
- (b) At the written request of a Member receiving a Pension or a Member who will be receiving a Pension in the future, the Trustee may commute all or part of the Pension to a lump sum.
- (c) If a Member has or is likely to exceed his or her transfer balance cap or the Trustee has received a transfer determination in respect of the member then the Trustee, in consultation with the Member, will determine which of the Member's pension accounts is to be commuted in whole or in part.

### 14.4 Pension rules

- (a) Subject to the SIS Regulations, the Trustee must pay a Pension Benefit to a Beneficiary in the form of:
  - (i) an Allocated Pension;

- (ii) an Account-Based Pension;
  - (iii) a Transition to Retirement Income Stream;
  - (iv) a Pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide Pension Benefits to Members; or
  - (v) such other form of Old-Age Pension as is permitted by the SIS Regulations.
- (b) The Trustee and the Beneficiary may agree which form of Pension is to be paid.
  - (c) A Pension Benefit is subject to, and must be paid in accordance with, the relevant Pension Standards.
  - (d) The Trustee may alter the amount or frequency of a Beneficiary's Pension as permitted by the relevant Pension Standards.

#### **14.5 Death Benefits**

##### **14.5.1 General**

If a Member dies, the Trustee must pay the Member's Benefit:

- (a) in accordance with the Member's binding death benefit nomination (if any) made under **clause 14.5(a)** unless the Trustee has rejected the binding death nomination pursuant to **clause 14.5(a)(i)**;
- (b) if that Member did not have a binding death benefit nomination, to one or more of that Member's Dependants or legal personal representatives in the manner, at the times, by such instalments and in such proportions determined by the Trustee in its absolute discretion, taking into consideration the Member's non-binding death benefit nomination (if any) made under **clause 14.5.2**; or
- (c) if the Trustee is, after reasonable enquiry, unable to locate any Dependants or legal personal representatives of the Member, in accordance with **clause 15**.

##### **14.5.2 Non-binding death benefit nomination**

- (a) A Member may make a non-binding death benefit nomination by notifying the Trustee of a manner in which the Member would prefer his benefit to be distributed upon his death between his Dependants and/or legal personal representative.
- (b) The Trustee may require a Member to complete a new non-binding death benefit nomination at any time.
- (c) A non-binding death benefit nomination is or becomes invalid if:
  - (i) the Relevant Law does not permit the Trustee to follow it;
  - (ii) the Member completes a later non-binding death benefit nomination; or
  - (iii) the Member makes a binding death benefit nomination under **clause 14.5.3**

##### **14.5.3 Binding death benefit nomination**

- (a) A Member may make a binding death benefit nomination by notifying the Trustee in a form binding upon the Trustee in accordance with the Relevant Law of the manner in which the Member's benefits are to be distributed upon his or her death between his or her Dependants and/or legal personal representative.



- (i) A binding death benefit nomination can apply for a defined period of time or can apply indefinitely ('Non Lapsing Nomination').
  - (ii) A Non Lapsing Nomination must express to be binding until such time as it has been replaced by a subsequent valid binding death benefit nomination or until such time as the Member shall enter into a reversionary pension arrangement in which case the Nomination is replaced to the extent the benefits held for that Member are subject to the Reversionary Pension.
  - (iii) If a Member is or is deemed to be under a legal disability any binding death benefit nomination they have previously made can be renewed by the duly appointed Attorney of the Member.
  - (iv) Except as provided for in this clause 14.5.3 no binding death benefit nomination can be revoked or altered except by the execution of a subsequent valid binding death benefit nomination by the Member.
- (b) The Trustee may reject a binding death benefit nomination on any grounds provided the Trustee notifies the Member of the rejection within 10 days of the Trustee receiving the binding death benefit nomination. If the Trustee rejects a binding death benefit nomination then:
- (i) the Trustee is not bound to pay a Member's Benefits in accordance with that binding death benefit nomination; and
  - (ii) the Member may make another binding death benefit nomination.

#### **14.5.4 Method of Payment**

Subject to the Relevant Law, a Death Benefit payable under this clause 14.5 may be paid:

- (a) in a lump sum;
- (b) by way of a pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) by any combination of the above.

The Trustee is discharged from all liability on the payment of a benefit in accordance with this clause 14.5 and is not responsible for seeing how the benefit is applied.

#### **14.6 Conditions**

The payment of any Benefit under this Deed is subject to the Trustee receiving such information or documents or evidence as the Trustee considers necessary, and the person to whom the Benefit is to be paid executing such documents and doing such things as the Trustee considers necessary.

#### **14.7 Taxation on Benefits**

The Trustee may deduct from any Benefit payable any Taxation that is payable or that the Trustee considers to be payable.

#### **14.8 Suspension of Benefit**

The Trustee may suspend, alter or withhold any Benefit in respect of a Member who fails to provide any information (or if any information provided is incorrect, misleading or deliberately withheld) or who otherwise fails to comply with the provisions of this Deed or the requirements of the Relevant Law.

#### **14.9 Transfer of assets**

If a Benefit is paid by the transfer of an asset of the Fund, the market value of the asset will be determined by the Trustee in its absolute discretion as at the date of transfer. That amount will be deducted from the Member's Benefit and the Trustee shall not be bound to see to the application of that amount.

#### **14.10 Preserved Benefits**

Nothing in this Deed requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

### **15 Impact of the Family Law Act**

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#### **15.1 Payment Splits**

In the event that an interest of a Member in the Fund becomes subject to a Payment Split the Trustee must notify the Member and the Non-Member Spouse in relation to that Payment Split in accordance with the Superannuation Law (being at the date hereof Regulations 2.36C and 7A.03).

The Trustee must comply with the requirements of, and is empowered to do the acts matters and things provided for in, Part 7A of the SIS Regulations including in relation to the payment to the Non-Member Spouse in respect of his or her interest in or rights in, the interest or Benefits the subject of the Payment Split and the creation of an interest in the Fund for the Non-Member Spouse or a Transfer or Roll-Over for the benefit of the Non-Member Spouse.

Subject to the Relevant Law the Trustee may refuse to admit a Non-Member Spouse as a member of the Fund.

#### **15.2 Payment Flags**

The Trustee must not provide a benefit where prohibited by law, including without limitation:

- (a) where a payment flag (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit; and
- (b) where a flagging order (within the meaning given in Part VIII B of the Family Law Act 1975) applies to that Member or that Member's Benefit.

### **16 Costs and expenses and Taxation**

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#### **16.1 Costs and expenses**

- (a) Except as otherwise expressly provided in this Deed, all costs, charges and expenses incurred in connection with the preparation, establishment, maintenance, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.

- (b) The Trustee may debit Member Accounts, reserves and any other Accounts in such manner as it considers appropriate to reflect the payment of, or the making of, any provision for any such costs, charges and expenses.

## **16.2 Taxation**

The Trustee will not be liable to account to any Member or any other person for any payments made by the Trustee in good faith to:

- (a) the Commonwealth of Australia or any State or Territory, or any other country or part of a country for Taxation or any other charges upon the Fund; or
- (b) on account of the retention of any moneys or assets in the Fund to meet any prospective liability on the part of the Trustee in relation to the Fund to such fiscal authority, notwithstanding that any such payment or provision need not have been made.

## **17 Records**

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### **17.1 Records and accounts to be kept**

The Trustee must:

- (a) keep full and comprehensive minutes of all Trustee meetings and resolutions;
- (b) keep account of all moneys received for, and disbursed from, the Fund and of all dealings in connection with the Fund;
- (c) collect and pay promptly into a bank or other Account of the Fund all moneys from time to time due to the Fund;
- (d) keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law and make suitable arrangements for custody of documents relating to the investments of the Fund; and
- (e) prepare accounts and statements in relation to the Fund as at the end of the Financial Year in accordance with the Relevant Law.

### **17.2 Audit**

The Trustee may appoint and remove an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee and the Regulator in respect of such audit within the time specified by the Relevant Law.

### **17.3 Disclosure**

The Trustee must provide to Members such documents and information as the Relevant Law requires the Trustee to provide.

## **18 Termination of the Fund**

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### **18.1 Termination**

The Fund will terminate on such date as the Trustee determines in the following circumstances:

- (a) if it appears to the Trustee that the Fund is unable to pay its debts as and when they become due and payable and the Trustee resolves to terminate the Fund;

- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) if the Members, by unanimous resolution, ask the Trustee to terminate the Fund.

#### **18.2 Application of assets**

The Trustee must, subject to the Relevant Law, apply the assets of the Fund in the following priority:

- (a) towards the costs of administering and winding up the Fund;
- (b) in paying or transferring Members' Benefits in accordance with this Deed; and
- (c) any balance to Members, Dependants, former Members, deceased Members or legal personal representatives, in such proportions as the Trustee in his discretion determines is appropriate, and the receipt by any such person is in full discharge of any claims in respect of the Fund.

### **19 Amendments**

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#### **19.1 By deed**

The Trustee may at any time, and from time to time, by deed or resolution add to, amend, alter, modify, vary or delete any provision of this Deed with immediate, prospective or retrospective effect to such extent as the Relevant Law permits.

#### **19.2 Notice to Members**

The Trustee must promptly give the Members notice of any such amendment if required pursuant to the Relevant Law to do so.

#### **19.3 Binding Death Nomination**

No amendment, variation or alteration shall alter or vary the effect of any binding death benefit nomination previously accepted by the Trustee or any pension arrangement in place at the date of the amendment.

### **20 Other acts**

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Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

### **21 Costs**

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The Trustee must pay the costs (including stamp duty) payable in respect of this Deed.

### **22 Consents, requests and notices**

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- (a) A consent, request or notice must be in writing and executed by the person giving it or their agent. It may be given:
  - (i) by pre-paid post to the address notified to all parties;

- (ii) by facsimile transmission to the facsimile number notified to the other parties; or
  - (iii) by any other means allowed by law.
- (b) A consent, notice or request, if validly given, is deemed to have been received:
- (i) on the third business day after posting;
  - (ii) on the next business day after transmission by facsimile; or
  - (iii) at any other time allowed by law.

## **23 Governing law**

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The laws in New South Wales govern this Deed. The parties submit to the jurisdiction of the Courts of New South Wales and the Federal Court of Australia.

## **24 Dealing with rights and obligations granted by this Deed**

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The rights and obligations under this Deed:

- (a) are personal and cannot be assigned or charged without the prior consent of all parties;
- (b) cannot be waived except by express notice specifying the waiver;
- (c) are in addition to and do not effect any other rights that party may have; and
- (d) will not merge with any act done to complete or perform this Deed.

## **25 Parties**

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- (a) A party includes the party's successors and permitted assigns.
- (b) An agreement, representation, or warranty:
  - (i) (on the part of two or more persons binds them jointly and severally; and
  - (ii) in favour of two or more persons is for the benefit of them jointly and severally.

## **26 Time**

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- (a) Time means New South Wales time.
- (b) A month means a calendar month.
- (c) A business day means any day that is not a Saturday, Sunday or public holiday in New South Wales. If an act must be done on a day that is not a business day, it may be done on the next business day.
- (d) Where time is to be calculated from a day or event, that day or the day of that event must be excluded from that calculation.
- (e) Unless stated otherwise, time is of the essence.

**27 Execution**

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- (a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one Deed. A signed counterpart may be delivered by facsimile.
- (b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

Executed as a deed.

<b>Executed by Ruygrok Super Fund Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)</b>		
		30.06.2023
Signature of Director	Signature of Director	Date of Signing

**Resolution**

Trustee: **Ruygrok Super Fund Pty Ltd**

SMSF: **Ruygrok Super Fund**

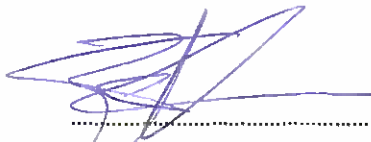
Proceedings: A superannuation fund deed prepared by Evan Richards & Associates  
The Deed was considered by the directors.

Resolutions:

**It was resolved** as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **Ruygrok Super Fund** to provide benefits for the Members on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Directors in favour of the resolutions:

  
.....  
(Directors Signature)

  
.....  
(Directors Signature)

Date of Signing: 30/1/23  
.....




**Application For Membership**

1. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
2. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
3. I hereby consent to:
  - (a) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
  - (b) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
4. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
5. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

**Schedule:**

FULL NAME	Theodorus Eduard Ruygrok
ADDRESS	3 Fitzroy Road, Cromer NSW 2099
DATE OF BIRTH	03/09/1959
PLACE OF BIRTH	The Hague, Netherlands
TAX FILE NUMBER	265762816

Signature  .....

Date 30/6/23 .....

**TFN Notification**

Name:	Theodorus Eduard Ruygrok
Address:	3 Fitzroy Road, Cromer NSW 2099
Date of Birth:	03/09/1959
Sex:	Female

I agree to provide my Tax File Number:

2	6	5	7	6	2	8	1	6
---	---	---	---	---	---	---	---	---

Signature 

Date 30/6/23 20

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

**Binding Death Benefit Nomination Form**

Name: Theodorus Eduard Ruygrok

Address: 3 Fitzroy Road, Cromer NSW 2099

Date of Birth: 03/09/1959

I, Theodorus Eduard Ruygrok make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
Vesna Ruygrok	3 FITZROY ROAD CROMER NSW 2099	Wife	100%

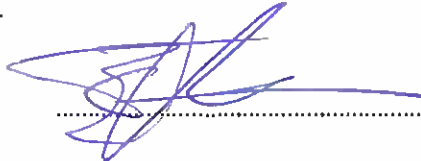
However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature:  .....

Date: 2 / 8 /2023

I Ceri O'Brien declare that I have witnessed Theodorus Eduard Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Theodorus Eduard Ruygrok

Signature of Witness 

I ANNIJELA MIKILEWICZ declare that I have witnessed Theodorus Eduard Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Theodorus Eduard Ruygrok

Signature of Witness 

#### Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof

### Application For Membership

6. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
7. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
8. I hereby consent to:
  - (c) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
  - (d) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
9. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
10. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

#### Schedule:

FULL NAME	Vesna Ruygrok
ADDRESS	3 Fitzroy Road, Cromer NSW 2099
DATE OF BIRTH	11/03/1965
PLACE OF BIRTH	Vrsac, Serbia
TAX FILE NUMBER	188528900

Signature  .....

Date 30.06.2023 .....

**TFN Notification**

Name:	Vesna Ruygrok
Address:	3 Fitzroy Road, Cromer NSW 2099
Date of Birth:	11/03/1965
Sex:	Female

I agree to provide my Tax File Number:

1	8	8	5	2	8	9	0	0
---	---	---	---	---	---	---	---	---

Signature 

Date 30.06. 2023

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

**Binding Death Benefit Nomination Form**

Name: Vesna Ruygrok

Address: 3 Fitzroy Road, Cromer NSW 2099

Date of Birth: 11/03/1965

I, Vesna Ruygrok make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
Theo Ruygrok	3 Fitzroy Road Cromer NSW 2099	Husband	100%

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

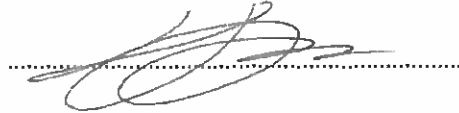
Name	Address	Relationship	Percentage or Amount

However in the event that \_\_\_\_\_ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature: .....



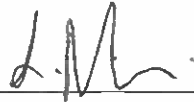
Date: 21 / 8 / 2023

ANNIJELA MIKULEVICZ declare that I have witnessed Vesna Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Vesna Ruygrok

Signature of Witness



Ceri O'Brien declare that I have witnessed Vesna Ruygrok  
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Vesna Ruygrok

Signature of Witness



#### Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof.



# Certificate of Registration of a Company

This is to certify that

**RUYGROK SUPER FUND PTY LTD**

**Australian Company Number 668 009 185**

is a registered company under the Corporations Act 2001 and  
is taken to be registered in New South Wales.

The company is **limited by shares**.

The company is a **proprietary** company.

The day of commencement of registration is  
**the sixteenth day of May 2023.**



**ASIC**

Australian Securities & Investments Commission

Issued by the  
Australian Securities and Investments Commission  
on this sixteenth day of May, 2023

A handwritten signature in black ink, appearing to read 'J Longo'.

Joseph Longo  
Chair

CERTIFICATE