

Smart Future Trust

Deed of Amendment

Equity Trustees Superannuation Limited
(Trustee)

DEED OF AMENDMENT

DATE 18 June 2025

PARTY

Equity Trustees Superannuation Limited ABN 50 055 641 757 (Trustee)

RECITALS

- A By trust deed dated 25 June 1990, as amended (Trust Deed) a superannuation fund now known as Smart Future Trust ABN 68 964 712 340 (Fund) was established.
- B The Trustee is the trustee of the Fund.
- C Under clause 4.2(1) of the Trust Deed, the Trustee may, with the approval of the sponsor (Sponsor):
- (a) establish any part of the Fund (which includes a division); and
 - (b) make rules governing the entitlements of affected beneficiaries.
- D Under clause 13.1 of the Trust Deed, the Trustee may amend any provision of the Trust Deed by deed or other instrument in writing.
- E Under clause 13.2, an amendment under clause 13.1:
- (a) to clause 4.2(1), 4.2(2), 12.3(3) or 15.1 can only be made with the approval of the Sponsor;
 - (b) must not reduce the benefits that have accrued to any Member or affect the basis for calculating the amount of retirement benefits of any Member in a way that reduces that amount with respect to the period of membership completed before the date of the amendment without the approval in writing of the Member or the relevant Superannuation Authority;
 - (c) must not increase the liability of an Employer to contribute to the Fund without the agreement of that Employer.
- F The Trustee wishes to amend the Trust Deed in the manner set out in this deed with effect from the date which is immediately before the date on which the Trustee accepts the transfer of members' benefits from the MLC Super Fund pursuant to a successor fund transfer (Effective Date).
- G The Trustee considers that the proposed amendments set out in this deed are consistent with, and do not breach the restrictions in, the amendment power contained in clause 13 of the Trust Deed.
- H The Sponsor approves the establishment of the "Acenda Division" as evidenced by its execution of this deed.

OPERATIVE PROVISIONS

1 Amendments

With effect from the Effective Date, the Trust Deed is amended by adding the new Schedule 10 set out in the Annexure to this deed.

2 Governing law

This deed is governed by the laws of New South Wales.

Executed as a Deed Poll

EXECUTED by **EQUITY TRUSTEES SUPERANNUATION LIMITED** ACN 055 641 757 by its Attorneys under Power of Attorney dated 27th May 2016 which is registered in the Land Titles Office Book 4709 Number 418 in the presence of:



Signature of Witness

Karen Court
Name of Witness



Signature of Attorney

Andrew Godfrey, Authorised Signatory - Schedule II
Office & Name of Attorney

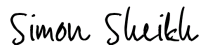


Signature of Attorney

David Warren, Authorised Signatory - Schedule II
Office & Name of Attorney

For the purpose of clause 4.2(1) of the Trust Deed, the Sponsor hereby approves the establishment of the Acenda Division.

EXECUTED by **SMARTMONDAY SOLUTIONS LIMITED** ACN 002 288 646 in its capacity as Sponsor of the Fund:



Signature of Director

Simon Sheikh

Name of Director



Signature of Director/Secretary

Deborah Robinson

Name of Director/Secretary

Annexure

Schedule 10 – Acenda Division

1. Acenda Division

- 1.1 This Schedule 10 governs the Acenda Division.
- 1.2 A reference in this schedule to a Rule is a reference to a Rule in this Schedule 10.
- 1.3 The provisions of the Deed apply to this Acenda Division except where there is an inconsistency in which case the Rules prevail (to the extent of the inconsistency).
- 1.4 Clauses 8, 9.4 and 10.4 of the Deed do not apply in respect of the Acenda Division.

2. Establishment

The Acenda Division is established with effect on and from the Commencement Date.

3. Definitions

- 3.1 The meanings of the terms used in this Division are set out below.

Term	Meaning
Commencement Date	1 July 2025.
Death Benefit	the benefit that is payable from this Division in respect of a Member on their death.
Member	a person admitted as a member of this Division and the Fund and who has not ceased to be a member of this Division and the Fund.
Life Company	MLC Limited.
Life Policy	a life policy within the meaning of the Life Insurance Act 1995 Cth issued by the Life Company and held by the Trustee in respect of a Member.
MLC Fund	MLC Super Fund (ABN 70 732 024)
SIS Act	<i>Superannuation Industry (Supervision) Act 1993 (Cth).</i>
Transferring Member	a member of the MLC Fund immediately before the Commencement Date whose benefits have been transferred to the Fund from the MLC Fund by means of a successor fund transfer within the meaning of the <i>Superannuation Industry (Supervision) Regulations 1994 (Cth)</i> .

4. Categories

The Acenda Division is divided into three Categories:

- (a) Risk Only Category;
- (b) Traditional Life Category; and
- (c) Pension Category.

5. Membership

5.1 Commencing Membership

With effect from the Commencement Date, the Trustee admits each Transferring Member as a Member of the Acenda Division of the Fund in the Category corresponding to the nature of their interest in the MLC Fund immediately before the Commencement Date.

5.2 Risk only category

If the Life Company agrees to issue a life insurance policy to the Trustee on the life of an applicant for membership of the Risk Only Category, the Trustee may admit the applicant as a Member of the Risk Only Category of the Acenda Division.

6. Contributions

- 6.1 A Member of the Risk Only Category must contribute or rollover a benefit to the Fund in the amounts and at the times required to pay the premiums on the Life Policy held by the Trustee in respect of that Member.
- 6.2 A Member of the Traditional Life Category may contribute to the Fund in the amounts and at the times permitted by the Trustee. The Trustee will apply those contributions to the Life Policy.
- 6.3 A Member of the Pension category may not contribute to the Fund in respect of this category of membership.

7. Life Policies

- 7.1 The benefits of the Members of this Division are payable only when a benefit is payable under a Life Policy held by the Trustee in respect of the Member.
- 7.2 A Member of the Traditional Life Category or the Pension Category may direct the Trustee to invest their benefit in the Fund in one or more investment strategies if and to the extent that strategy is offered as an investment choice to the Trustee in the Life Company's statutory fund or statutory funds. If a Member does so, the Trustee must comply with that direction.
- 7.3 The Trustee may not cancel or vary a Life Policy except:
 - (a) with the consent of the relevant Member or Members; or
 - (b) if the cancellation or variation is:
 - (i) expressly permitted by the terms of the Life Policy; and
 - (ii) in the best financial Interests of the relevant Member or Members.

8. Fees

8.1 The Trustee may receive remuneration and other benefits from the Life Company.

8.2 The Trustee is not entitled to deduct any fees or expenses from a Member's interest in this Division of the Fund.

9. Benefits

9.1 A Member is entitled to a benefit in the amounts and at the times payable under the Life Policy in respect of the Member.

9.2 If a Member dies while they are a Member of this Division, the Trustee must pay the proceeds of the Life Policy as Death Benefit in accordance with Rule 11.

9.3 A benefit is payable as a pension if a pension is payable under the Life Policy. In all other cases a benefit is payable as a lump sum.

10. Ceasing to be a Member

10.1 A Risk Only Category Member ceases to be a Member on the date:

- (a) they notify the Trustee that they wish to cancel the Life Policy; or
- (b) the Life Company cancels the Life Policy in accordance with the terms of the Life Policy including for non-payment of premiums.

10.2 A Traditional Life Category Member ceases to be a Member on the earlier of:

- (a) their death; and
- (b) the Trustee paying the proceeds of the Life Policy to the Member or to a regulated superannuation fund for the benefit of the Member.

10.3 A Pension Category Member ceases to be a Member on the earliest of:

- (a) the Member's death;
- (b) the commutation of the Member's pension under this Division; and
- (c) the payment of the last pension payment under this Division.

11. Death Benefit

11.1 On the death of a member of this Division, other than a Member of the Pension Division who has nominated a reversionary beneficiary, the Trustee must pay the proceeds of the Life Policy to such one or more of the Member's dependants and legal personal representative as they have nominated in a valid non-lapsing or binding death benefit nomination.

11.2 The Trustee must treat a valid non-lapsing or binding death benefit nomination given to the trustee of the MLC Fund by a Member as a valid non-lapsing nomination or a Former Fund Binding Nomination (for the purposes of clause 8.6(3)), as the case may be, under the Rules.

11.3 A non-lapsing or binding death benefit nomination is valid if it complies with the requirements of the SIS Act.

11.4 If the Trustee does not hold a valid non-lapsing or binding death benefit nomination, or if that nomination cannot be followed for any reason, the Trustee must pay a Death Benefit to one or more of the Dependants or the Legal Personal Representative of the deceased Member and in such proportions as the Trustee decides after considering any request by the Member to pay a Death Benefit to one or more of their Dependants and Legal Personal Representative.

11.5 If a Member of the Pension Category dies and the Member has nominated a reversionary pensioner, the Member's pension will continue to be paid in accordance with the Life Policy to the nominated reversionary pensioner if permitted by the SIS Act.