



The Quadrant, 1 William Street  
Perth Western Australia 6000

Tel +61 8 9288 6000

Fax +61 8 9288 6001

[lavan.com.au](http://lavan.com.au)

**Deed of Variation and Restatement  
Trust Deed – Women At Risk Trust**

Yourtoolkit.com Limited ACN 666 106 707



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**Date:** 31 March 2023

## Parties

### Settlor

Benjamin Fong  
Address: C/- Lavan, Level 18, 1 William Street  
PERTH WA 6000  
Attention: Benjamin Fong  
Email: ben.fong@lavan.com.au

### Trustee

Yourtoolkit.com Limited  
ACN 666 106 707  
Address: Level 11, 2 Mill Street PERTH WA 6000  
Attention: Elisa Fear  
Email: info@financialtoolbox.org.au

## Background

- A The Trust was established by the Trust Deed.
- B The Trust has not vested as at the date of this document.
- C The Trustee and the Settlor are parties to the Trust Deed.
- D The Trustee was previously an incorporated association in Western Australia and was governed by the *Associations Incorporation Act 2015 (WA)*.
- E On 22 March 2023, the Trustee successfully completed its conversion to a company limited by guarantee and is now governed by the *Corporations Act 2001 (Cth)*.
- F As part of the successful conversion process, the Trustee changed its name from '*Financial Toolbox Incorporated*' to '*Yourtoolkit.com Limited*'.
- G In accordance with clause 13.8 of the Trust Deed, the Parties may vary the Trust Deed in writing at any time, by way of a document signed by all the Parties.
- H The Parties agree that the Trust Deed shall be varied in the manner restated in this Deed with effect from the Effective Date to give effect to certain amendments to the Trust Deed as agreed between the Parties.



## Operative provisions

### 1 Definitions and interpretation

#### Definitions

1.1 In this Deed:

**Deed** means this document and any variation or replacement of it.

**Effective Date** means the date of this Deed.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise.

**Party** means the Trustee and the Settlor.

**Trust** means the trust established under the Trust Deed.

**Trust Deed** means the document titled "Trust Deed – Financial Toolbox Women At Risk Trust" dated 8 August 2019 (as varied from time to time) and entered into between the Trustee and the Settlor.

#### Interpretation

1.2 In this Deed, unless the context otherwise requires:

1.2.1 Headings or subheadings are for convenience only and do not affect the interpretation of any provision of this Deed.

1.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

1.2.3 The singular includes the plural and vice versa.

1.2.4 Words expressed in one gender include the other gender.

1.2.5 References to the Parties, background, parts, clauses, schedules and annexures are references to the parties, background, parts, clauses, schedules and annexures to this Deed.

1.2.6 The expression "this Deed" includes the agreement, arrangement, understanding or transaction recorded in this Deed.

1.2.7 References to a Party to this Deed include that Party's executors, administrators, substitutes, successors and permitted assigns.

1.2.8 References to time are to time in Perth, Western Australia.

- 1.2.9 A covenant or agreement made by, or for the benefit of, two or more persons binds, and is enforceable against, or may be exercised by (as the case may be), those persons jointly and each of them severally.
- 1.2.10 "\$" or "dollars" is a reference to Australian currency.
- 1.2.11 A reference to a thing or an amount includes the whole or part of that thing or amount.

**Definitions in the Trust Deed apply**

- 1.3 Unless defined in this Deed, or the context requires otherwise, defined terms in the Trust Deed shall have the same meaning when used in this Deed.

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**2 Variation to and restatement of the Trust Deed**

- 2.1 With effect from the Effective Date, the Trust Deed is varied and restated as set out in Schedule 1.

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**3 Continuing obligations**

- 3.1 Each Party ratifies and affirms all of the terms and conditions of the Trust Deed as varied and restated by this Deed.

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**4 General**

**Further cooperation**

- 4.1 Each Party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this Deed.

**Execution of separate documents**

- 4.2 This Deed is properly executed if each Party executes this Deed or an identical document. In the former case, this Deed takes effect when the last Party executes this Deed. In the latter case, this Deed takes effect when the last of the identical documents is executed.
- 4.3 Evidence of execution of this Deed by a Party may be shown by email or a PDF copy of this Deed.



**Governing Law and jurisdiction**

4.4 This Deed is governed by the Law of the State of Western Australia. The Parties submit to the non-exclusive jurisdiction of its courts. The Parties will not object to the exercise of jurisdiction by those courts on any basis.



## **Schedule 1 – Restated Trust Deed**



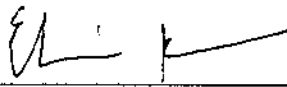
**Execution**

**Executed as a deed in Perth, Western Australia**

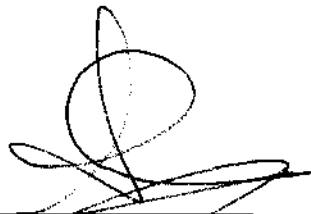
Date: 31/03/2023

**Trustee**

Executed as a deed by )  
**Yourtoolkit.com Limited** )  
**ACN 666 106 707** )  
in accordance with section 127 of )  
the *Corporations Act 2001* (Cth) by: )

  
\_\_\_\_\_  
Signature of Director

Elisa Fear  
\_\_\_\_\_  
Print name of Director

  
\_\_\_\_\_  
Signature of \*Director\*/Secretary

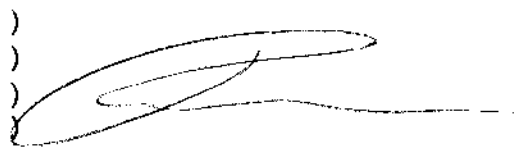
Steven Cole  
\_\_\_\_\_  
Print name of \*Director\*/Secretary

*\*delete that which does not apply*

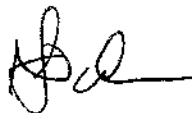
Date: 31/03/2023

**Settlor**

Signed as a deed by )  
**Benjamin Fong** )  
**as Settlor of the Trust** )  
in the presence of: )



Witness:

Signature: 

Full Name: FRANCESCA LYNDA NOLA

Address: 4/39-41 BROUTE STREET EAST PERTH WA

Occupation: RECEPTIONIST

Date: 31/03/2023