This Product Disclosure Statement (PDS) is provided in two parts:

- Part 1 – Perpetual WealthFocus Super Plan Features Book (Features Book)
- Part 2 – Perpetual WealthFocus Investment Book (Investment Book).

You should read both Part 1 and Part 2 carefully before making a decision to invest. If you haven’t received both parts, please contact us (see inside back cover for contact details).

In this PDS, the ‘Fund’ means Perpetual WealthFocus Superannuation Fund (ABN 41 772 007 500, RSE R1057010), which includes:

- Perpetual WealthFocus Super Plan (Super Plan)
- Perpetual WealthFocus Pension Plan (Pension Plan).

References in this PDS to ‘we’, ‘us’, ‘our’, ‘the Trustee’ and ‘Perpetual’ are to Perpetual Superannuation Limited (the trustee of the Fund and the issuer of interests in the Fund and this PDS). Perpetual holds a Registrable Superannuation Entity (RSE) licence issued by the Australian Prudential Regulation Authority (APRA) to act as trustee of the Fund.

References in this PDS to ‘Perpetual Investments’ are to Perpetual Investment Management Limited (ABN 18 000 866 535, AFSL 234426) as the responsible entity of the underlying registered managed investment schemes into which the investment options generally invest.

Perpetual Superannuation Limited and Perpetual Investment Management Limited are wholly owned subsidiaries of Perpetual Limited (ABN 86 000 431 827).

‘Perpetual Group’ means Perpetual Limited and its subsidiaries.

References to ‘you’ or ‘your’ are to members (including prospective members) of the Fund.

The ‘investment options’ are the underlying investments available to members of the Fund.

Where used in this PDS, ‘intermediaries’ may include financial advisers, discount brokers and other intermediaries. A ‘financial adviser’ means the authorised representative of an Australian financial services licence holder, who is authorised to provide financial product advice to clients.

This PDS contains all of the information that the Trustee believes is reasonably required for you to make an informed decision about investing in the Super Plan and the various investment options. The investment options generally invest into corresponding managed funds within Perpetual WealthFocus Investment Funds or investment options within Perpetual WealthFocus Investment Advantage Fund (ARSN 091 142 460) that have the same investment strategies (WealthFocus fund). These funds are managed investment schemes that are registered with the Australian Securities and Investments Commission (ASIC).

This PDS describes the important features of the Super Plan. You should read it carefully before you decide to invest as it will help you to decide whether the Super Plan is appropriate for you. It contains general information only and doesn’t take into account your specific investment goals. This PDS will also help when comparing the Super Plan to others you may be considering.

We recommend that you seek financial advice before making an investment decision. If you have questions about the Fund, the Super Plan or any of the investment options, you should speak to your financial adviser. You should consider the tax implications of investing in the Super Plan, which your financial and/or tax adviser will be able to help you with.

We may update this PDS (including the terms and features of the Super Plan where we can according to the Fund’s Trust Deed and the law) with changes that are not materially adverse without issuing a supplementary PDS. The PDS and updated information will be available at our website and you can also obtain a paper copy free of charge, on request. If we become aware of any change that is materially adverse, we’ll replace this PDS or issue a supplementary PDS. Any replacement and/or supplementary PDS will be available at our website and you can also obtain a paper copy free of charge, on request. If there is an increase in fees or charges (other than government fees or charges), we’ll give you at least 30-days’ prior written notice.

You should keep a copy of the current PDS and any replacement and/or supplementary PDS for future reference. You can access further information that has been made publicly available at our website or by contacting us.

Visit our website or contact us for the most up-to-date past investment returns for the investment options available within the Super Plan. Past investment returns are not indicative of future returns, so you shouldn’t base your decision to become a member of the Fund or invest in any of the investment options on past investment returns.

Neither we nor any company in the Perpetual Group guarantee that you will earn any return on your investment or that your investment will gain in value or retain its value. Investment in the Super Plan is subject to investment risk, including possible delays in repayment and loss of income and capital invested.

This PDS can only be used by members receiving it (electronically or otherwise) in Australia.

All amounts in this PDS are in Australian dollars and all times quoted are Sydney time (unless otherwise specified). A business day is a working day for Perpetual in Sydney.
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WELCOME TO WEALTHFOCUS

WHAT IS PERPETUAL WEALTHFOCUS?
Perpetual WealthFocus has been designed to minimise the complexity of investing by providing access to a comprehensive range of highly rated, competitively priced investment options within one convenient package delivered by Perpetual – an organisation you can trust.

Whatever your financial goals, Perpetual WealthFocus can help you grow and manage your wealth through investment in any of the following products:

• **Perpetual WealthFocus Investment Advantage** – for aiming to create wealth outside of superannuation, offering the potential for capital gains tax advantages

• **Perpetual WealthFocus Super Plan** – for superannuation and insurance

• **Perpetual WealthFocus Pension Plan** – for pension income.

THE KEY BENEFITS OF INVESTING IN PERPETUAL WEALTHFOCUS

A HIGH QUALITY, DIVERSE INVESTMENT MENU
You can tailor a diversified investment portfolio by choosing from an investment option menu that provides access to a wide range of asset classes, with underlying investment funds managed by Perpetual Investments or a range of other investment managers.

FEATURES TO SAVE YOU TIME
You can easily keep track of your investments with our consolidated reporting and online access to correspondence and other information relating to your investment, regardless of the number of investment options you choose. You can also take advantage of other convenient features, such as:

• a savings plan for regular contributions

• making investments under direct debit authority or using BPAY® (additional investments only)

• a dollar cost averaging plan or auto-rebalancing.

All of these features are designed to help you save time and manage your investments more effectively.

® Registered to BPAY Pty Ltd ABN 69 079 137 518.

AN ORGANISATION YOU CAN TRUST
Perpetual Superannuation Limited and Perpetual Investment Management Limited are both part of the Perpetual Group, which has been in operation for over 130 years.

Perpetual Superannuation Limited, the trustee of the Fund, is the Registrable Superannuation Entity (RSE) licensee for several of the Perpetual Group’s superannuation entities.

Perpetual Investment Management Limited, the responsible entity of the underlying registered managed investment schemes into which the investment options generally invest, is one of Australia’s leading investment managers, with $27.7 billion in funds under management (as at 31 December 2018).
Perpetual WealthFocus Super Plan offers a flexible and generally tax-effective solution for all your retirement savings needs.

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1  See ‘Accessing your superannuation benefit’ on page 11 and ‘Withdrawals’ on page 26 for more information on withdrawals.

2  You can’t choose both a dollar cost averaging plan and auto-rebalancing.

3  Notice in Australian Taxation Office approved format for declaring personal contributions for which you intend to claim a tax deduction.
# UNDERSTANDING INVESTMENT RISK

## THE RISKS OF INVESTING
All investments carry risk. The value of your investment may fall for a number of reasons, which means that you may receive back less than your original investment when you withdraw. Before making an investment decision, it’s important to understand the risks that can affect the value of your investment. While it’s not possible to identify every risk relevant to investing in the Fund, we have detailed in the following table significant risks that may affect your investment.

Different strategies may carry different levels of risk, depending on the assets that make up the strategy, and assets with the highest long-term returns may also carry the highest level of short-term risk due to their generally larger fluctuations in returns.

Your financial adviser can assist you in determining which investment options are suited to your financial needs.

## SIGNIFICANT RISKS

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<th>DESCRIPTION OF RISK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market and economic risk</td>
<td>Certain events may have a negative effect on the price of all types of investments within a particular market. These events may include changes in economic, social, technological or political conditions, as well as market sentiment.</td>
</tr>
<tr>
<td>Asset risk</td>
<td>A particular asset that a fund invests in may fall in value, which can result in a reduction in the value of your investment.</td>
</tr>
<tr>
<td>Currency risk</td>
<td>For investments in international assets, which have currency exposure, there is potential for adverse movements in exchange rates to reduce their Australian dollar value. For example, if the Australian dollar rises, the value of international investments expressed in Australian dollars can fall.</td>
</tr>
<tr>
<td>Interest rate risk</td>
<td>Changes in interest rates may have a negative impact, either directly or indirectly, on investment returns.</td>
</tr>
<tr>
<td>Credit risk</td>
<td>The issuer or party to a transaction may not repay the principal, make interest payments or fulfil other financial obligations in full and/or on time. The market value of an investment can also fall significantly when the perceived risk of a note or bond increases or its credit rating declines.</td>
</tr>
<tr>
<td>Liquidity risk</td>
<td>The absence of an established market or shortage of buyers for certain investments, such as unlisted property funds, mortgages, fixed income securities and alternative assets, can result in a loss if the holder of the investment needs to sell it within a particular timeframe. A shortage of liquidity can also result in delays in the payment of withdrawals from a fund.</td>
</tr>
<tr>
<td>Derivatives risk</td>
<td>Derivative values can fluctuate significantly and in certain circumstances a derivative can be more volatile than the underlying asset or index. The value of a derivative contract may fall as a result of an adverse movement in the underlying asset or index. Losses can be magnified where a greater exposure is created through the derivative position than is backed by the assets of a fund. Derivatives may also be subject to liquidity risk and/or counterparty risk. Depending on market conditions derivative positions can be costly or difficult to reverse. A counterparty may also be required to take collateral from a fund’s assets to support a derivatives contract. Therefore, there is a risk that if the counterparty becomes insolvent, the fund’s assets may not be returned in full. See ‘Use of derivatives’ on page 6 for further information about how derivatives may be used by the underlying investment managers.</td>
</tr>
<tr>
<td>Counterparty risk</td>
<td>A loss may occur if the other party to a contract, including derivatives contracts and lending arrangements (cash or stocks), defaults on their obligations under the contract.</td>
</tr>
<tr>
<td>Legal and regulatory risk</td>
<td>Changes in legislation and differences between rules (including interpretation of the law) in domestic and foreign markets, including those dealing with superannuation, taxation, accounting and investments, may adversely impact your investment.</td>
</tr>
<tr>
<td>Investment strategy risks</td>
<td>A fund’s investment strategy may involve specific risks. These include gearing risk, short-position risk, prime broker risk, portfolio concentration risk, industry sector risk and smaller company risk – see ‘Investment strategy risks’ on page 5 for details.</td>
</tr>
<tr>
<td>Other risks</td>
<td>The following risks are inherent within any of the investment options: • the investment professionals employed by an investment option’s underlying investment manager may change, which may affect the future performance of that investment option. • transactions may be suspended, which may result in delays in paying withdrawal requests (see ‘Suspension of applications, switches and withdrawals’ on page 37 for further information). • an underlying fund may be replaced. • an investment option may be terminated. Investing in a superannuation fund that holds units in managed investment schemes may provide you with a different tax outcome than investing in a superannuation fund which uses a different investment vehicle or holds investments directly. This is because of the application of specific tax laws to the managed investment schemes and the impact of investments into, and withdrawals from, the managed investment schemes by other investors.</td>
</tr>
</tbody>
</table>
INVESTMENT STRATEGY RISKS

GEARING RISK
The Fund can’t use gearing as an investment strategy, but some of the underlying funds that the investment options invest in may gear.

With gearing, the investment manager borrows money to increase the amount it can invest. While this can result in larger investment gains in a rising market, it can also magnify losses in a falling market.

Gearing increases the volatility of a fund’s investment returns. Consequently, a geared fund is considered to have a higher investment risk than a comparable fund that is ungeared.

The returns of a geared fund depend on the types of investments in it as well as the level of gearing and the costs of borrowing, including interest rates. The cost of borrowing will reduce the returns of a geared fund.

The greater the level of gearing in a geared fund, the greater the potential for loss of capital. As the following example shows, a 10% fall in the market value of assets in an ungeared fund could translate into a 20% fall in the value of the same portfolio in a geared fund with a gearing level of 50% (excluding any borrowing costs).

EXAMPLE

<table>
<thead>
<tr>
<th>YOUR INVESTMENT AMOUNT</th>
<th>$1,000</th>
<th>$1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund gearing level</td>
<td>nil</td>
<td>50%</td>
</tr>
<tr>
<td>Amount borrowed by fund</td>
<td>n/a</td>
<td>$1,000</td>
</tr>
<tr>
<td>Amount invested in the market</td>
<td>$1,000</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

IF THE VALUE OF THE FUND’S ASSETS FALLS BY 10%:

- Fall in value of fund’s assets $100 $200
- Value of fund’s assets after fall $900 $1,800
- Outstanding loan n/a $1,000
- Value of your investment $900 $800
- Loss of investment capital $100 $200
- Effective rate of loss 10% 20%

The lender may have the right to reduce the gearing level set for the geared fund or terminate the lending facility. This means that a geared fund may need to promptly reduce the gearing level by selling assets, which may force the sale of assets at unfavourable prices. To control this risk, the investment manager may establish alternate sources of funding to limit the exposure to any one lender to an acceptable level.

SHORT-POSITION RISK
The Fund can’t take short positions as an investment strategy, but some of the underlying funds that the investment options invest in may do so.

Where permitted, a short position can be created when a fund sells a borrowed security before buying it back from the open market to return to the securities lender. As the following example shows, if the market price of the security:

- falls in value, the fund makes a profit because it buys it back for less than it was sold
- rises in value, the fund will incur a loss when buying it back for more than it was sold.

EXAMPLE

<table>
<thead>
<tr>
<th>NUMBER OF SECURITIES BORROWED</th>
<th>1,000</th>
<th>1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market price when borrowed securities are sold</td>
<td>$10</td>
<td>$10</td>
</tr>
<tr>
<td>Proceeds from sale of borrowed securities</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Market price when securities are repurchased to return to lender</td>
<td>$8</td>
<td>$12</td>
</tr>
<tr>
<td>Cost to repurchase securities</td>
<td>$8,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>Profit/(loss) from short position (before any borrowing costs)</td>
<td>$2,000</td>
<td>($2,000)</td>
</tr>
</tbody>
</table>

Establishing a short position in a security involves a higher level of risk than investing in a security. This is because when you invest in a security, the maximum loss is generally limited to the amount invested. With short positions there is no limit on the maximum loss because there is no upper limit on the security’s price. In other words, the loss will continue to increase as the security’s price rises.

A further risk is that the securities lender may recall a borrowed security, so the fund will have to find another securities lender willing to lend the security, or may have to buy the security quickly at an unfavourable price.

PRIME BROKER RISK
Perpetual Investments in its capacity as the responsible entity of the underlying funds for Perpetual Geared Australian investment option and Perpetual SHARE-PLUS Long-Short investment option engages a prime broker to provide financing for gearing and stock for the borrowing and lending of securities as well as settlement services for these underlying funds and any other services agreed between the parties.
When one of these underlying funds borrows securities or cash, the prime broker is entitled to take collateral from the assets of the particular underlying fund. Any assets taken by the prime broker may be used by the prime broker for its own purposes (including lending those assets to third parties) for the period that the underlying fund retains the relevant liability. Therefore, there is a risk that if the prime broker becomes insolvent whilst the underlying fund remains indebted to the prime broker, the investment assets of the underlying fund may not be returned in full.

Other underlying fund managers may also use prime brokers.

**PORTFOLIO CONCENTRATION RISK**

Investing in an investment option with a smaller number of investments may lead to more volatile returns than investing in an investment option with a more diversified portfolio.

**INDUSTRY SECTOR RISK**

Investing in an investment option primarily with exposure to a single industry sector (e.g., technology) exposes investors to additional risk since the price of many stocks within an industry sector may fall at the same time due to economic or other factors affecting that particular industry.

**SMALLER COMPANY RISK**

When investing in a company generally considered small by market capitalisation, an investor is exposed to many risks to which the company is exposed and this may impact the value of the security. The companies may also be new participants with limited public information or involve new concepts which may be speculative.

In addition, the market price of a company’s securities may fluctuate in an unrelated or disproportionate way to the operating performance of the company.

Shares in smaller and microcap companies may trade less frequently and in smaller volumes and therefore may be affected by liquidity risk to a greater degree than shares in larger companies.

**MANAGING THE RISKS**

**HOW WE MANAGE RISK**

We can’t eliminate investment risks, however the underlying investment managers aim to manage the impact of these risks by setting consistent and carefully considered investment guidelines.

**USE OF DERIVATIVES**

A derivative is a financial instrument that usually derives its value from the price of a physical security or market index. Derivatives include, but are not limited to, futures, options, swaps and forward foreign exchange contracts.

Derivatives may be used by the investment managers in the management of their underlying funds for a range of investment activities including, but not limited to, the following purposes:

- managing investment risk and volatility of a stock, security or market
- managing actual and anticipated interest rate risk and credit exposure
- managing currency risk and adjusting currency exposure
- achieving asset exposures without buying or selling the underlying securities
- creating short exposure to a stock, security or market where permitted
- generating additional income
- adding to the gearing levels of relevant underlying funds’ portfolios
- managing strategic and tactical asset allocation strategies
- taking advantage of price differences (known as arbitrage).

Derivatives may also be used for broader purposes to increase returns.

Investing in derivatives can expose an investment option to additional risks. Please refer to ‘Derivatives risk’ within the ‘Significant risks’ table on page 4 for more information.

**INVESTMENT LIMITS**

**PERPETUAL GEARED AUSTRALIAN INVESTMENT OPTION**

Due to the higher risk associated with gearing, Perpetual Geared Australian investment option has the following contribution and investment limits.

**MAXIMUM ALLOCATION LIMIT**

No more than 50% of any investment into the Super Plan can be allocated to Perpetual Geared Australian investment option.

**COMPULSORY REBALANCING**

If you hold an investment in the Perpetual Geared Australian investment option, we will rebalance your investment portfolio to your investment strategy (see ‘Investment strategy’ on page 23 for further information) at the frequency shown in the following table.

<table>
<thead>
<tr>
<th>AUTO-REBALANCING FEATURE SELECTED?</th>
<th>AUTO-REBALANCING FREQUENCY NOMINATED?</th>
<th>COMPULSORY REBALANCING OCCURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes³</td>
<td>Yes</td>
<td>At the frequency you have nominated for auto-rebalancing¹</td>
</tr>
<tr>
<td>Yes³</td>
<td>No</td>
<td>Quarterly – the next unit pricing date on or after (as applicable) the 24th of January, April, July and October²</td>
</tr>
<tr>
<td>No</td>
<td>N/A</td>
<td>Yearly – the next unit pricing date on or after (as applicable) the 24th of July²</td>
</tr>
</tbody>
</table>
2. Or the next business day if this date is not a business day.
3. In the event that auto-rebalancing subsequently ceases, compulsory rebalancing will then occur yearly (as shown in the last row of the table) unless/until you recommence auto-rebalancing.

The buy/sell spread (see ‘Buy/sell spread’ on page 18 for further information) will apply to these rebalancing transactions.

**HOW YOU CAN MANAGE YOUR INVESTMENT RISK**

The most significant risk in investing is that you don’t reach your financial goals. It’s important to consider your investment timeframe, your investment goals and your risk tolerance and we recommend you consult a financial adviser to assist you in determining these. This will help with your choice of investment and the level of diversification you need.

**DIVERSIFICATION**

Diversifying your investments can help reduce the volatility of investment returns. You can diversify your investment portfolio risk by:

- spreading your investment exposure across **markets** and **regions**
- investing in a range of **asset classes** and **assets**
- investing across a range of managers with different **investment styles**.

**FLEXIBILITY TO CHANGE**

After you have made your investment selection you still have the flexibility to change your mind. It’s easy to restructure your investment at any time, giving you the ability to concentrate or diversify your portfolio as you require (see ‘Switches’ on page 25 for more details).
Save for your retirement and take advantage of the benefits offered by superannuation by investing through WealthFocus.

Perpetual WealthFocus Super Plan is a convenient and generally tax-effective way for you to accumulate wealth for your retirement. The range of investment options (see Investment Book for details) and flexible features allow you to tailor your investment to best suit your wealth accumulation goals.

INVESTING IN SUPERANNUATION

While superannuation may seem complex, the concept behind it is simple – it’s a means of saving now so you can enjoy a financially comfortable lifestyle when you retire. To encourage superannuation savings, the Federal Government (Government) has provided some distinct tax advantages:

- you can invest ‘before-tax’ income through salary sacrifice
- the earnings on your investment are concessionally-taxed, with a maximum tax rate of 15%
- your benefits are tax-free if received after you turn 60.

Please refer to ‘Tax’ on page 30 for further general information.

ELIGIBILITY TO INVEST

Superannuation contributions can generally be accepted from you or from your employer or your spouse (legal or de facto) on your behalf if you meet the requirements shown in the table below.

INVESTING IN THE SUPER PLAN

Your investment in the Super Plan can include:

- personal contributions
- salary sacrifice contributions
- employer contributions
- spouse contributions
- Government co-contributions
- transfers and rollovers from other superannuation funds, approved deposit funds or retirement savings accounts.

CONTRIBUTIONS FROM MEMBERS AGED 65 TO 74

For members between ages 65 and 74 (inclusive) who contribute personally, or via salary sacrifice, we’ll need regular confirmation that you comply with the applicable work test rules outlined in the ‘Eligibility for superannuation contributions’ table.

If you make additional contributions, in addition to providing us with an initial declaration that you are eligible to contribute, we’ll seek your confirmation at least annually that you continue to satisfy the relevant work test.

From 1 July 2019, members between ages 65 to 74 (inclusive) with a total superannuation balance (see footnote 1 to ‘Provision to make ‘catch-up’ concessional contributions’ on page 9 for definition) below $300,000 on 30 June of the previous financial year who do not meet the work test in the current financial year will be able to make personal or salary sacrifice contributions for a further 12 months where they met the work test in the previous financial year. A member may only rely on this work test exemption once.

ELIGIBILITY FOR SUPERANNUATION CONTRIBUTIONS

<table>
<thead>
<tr>
<th>YOUR SITUATION</th>
<th>CONCESSIONAL CONTRIBUTIONS</th>
<th>NON-CONCESSIONAL CONTRIBUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FROM YOUR EMPLOYER</td>
<td>PERSONAL</td>
</tr>
<tr>
<td></td>
<td>SG¹</td>
<td>AWARD</td>
</tr>
<tr>
<td>You are under age 65.²</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>You are aged 65 to 69 (inclusive) and have worked at least 40 hours in a period of no more than 30 consecutive days during the financial year.</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>You are aged 70 to 74 (inclusive) and have worked at least 40 hours in a period of no more than 30 consecutive days during the financial year.</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>You are aged 75 or over.</td>
<td>•</td>
<td>•</td>
</tr>
</tbody>
</table>

1 SG (Superannuation Guarantee) – Your employer is generally required to pay contributions on your behalf (currently 9.5% of your salary, increasing gradually to 12%).
2 To join the Super Plan if you are less than 18 years old, you must be gainfully employed by a third party and the Super Plan will be receiving compulsory employer contributions.
3 You do not need to satisfy the age and work tests after age 65 for downsizer contributions of up to $300,000 made from the proceeds following the sale of your principal residence (see ‘Downsizer contributions’ on page 9 for further information).
4 The only type of non-concessional contribution that can be made after age 75 are downsizer contributions (see ‘Downsizer contributions’ on page 9 for further information).
CONTRIBUTION LIMITS
Subject to the eligibility requirements, there are also some restrictions on the amount of contributions that can be made into the Super Plan before additional taxes are charged, as detailed below. The Super Plan can accept all of the following types of contributions.

CONCESSIONAL CONTRIBUTIONS
Concessional contributions generally include employer contributions (including superannuation guarantee and salary sacrifice) and personal contributions for which you claim a tax deduction.

The concessional contributions cap is $25,000 for the 2018/2019 financial year. This amount will be indexed in line with Average Weekly Ordinary Time Earnings (AWOTE) once the increase in the indexed amount is greater than $2,500.

Excess concessional contributions attract additional tax (see page 30 for details) and may also count towards your non-concessional contributions limit (see below).

PROVISION TO MAKE ‘CATCH-UP’ CONCESSIONAL CONTRIBUTIONS
Members with a total superannuation balance1 of $500,000 or less on 30 June of the previous financial year who have not fully utilised their concessional contributions cap in the 2018/2019 or subsequent financial years will be able to carry forward the unused cap amounts on a rolling five consecutive year basis to make additional concessional contributions. The 2019/2020 financial year will be the first time that additional concessional contributions will be able to be made.

1 Your total superannuation balance is generally the withdrawal value of all of your superannuation, including any accumulation, transition to retirement and pension accounts, adjusted for any structured settlement contributions. You can check your total superannuation balance using the Australian Taxation Office (ATO) online services through myGov.

NON-CONCESSIONAL CONTRIBUTIONS
These contributions are also referred to as ‘after-tax contributions’.

The non-concessional contributions cap is four times the concessional contributions cap noted above (that is, $100,000 for the 2018/2019 financial year). However, if you have a total superannuation balance of $1.6 million or more on 30 June of the previous financial year, you will not be eligible to make non-concessional contributions in that financial year. Members under age 65 will be eligible to bring forward two or three years of non-concessional contributions depending on their total superannuation balance.

Excess non-concessional contributions attract additional tax (see page 30 for details). We generally won’t accept single non-concessional contributions over the cap, but you are responsible for monitoring your total non-concessional contributions against the cap.

Any spouse contributions are counted towards the receiving spouse’s non-concessional contributions limit.

CONTRIBUTIONS MADE FROM PERSONAL INJURY SETTLEMENTS
Settlement proceeds (structured settlements) received for an injury resulting in permanent disablement that meet the qualifying criteria2 are exempt from the non-concessional contributions limit and are excluded from a member’s total superannuation balance.

2 Two qualified medical practitioners must certify that as a result of the injury the individual is unlikely to ever be able to be gainfully employed in a capacity for which they are reasonably qualified because of education, experience or training, the contribution must be made to a superannuation fund within 90 days of the payment being received or the structured settlement coming into effect (whichever is later) and the individual must ensure that the fund is aware that the contribution is being made under this exemption before or when making the contribution and provide a completed ‘Contributions for personal injury election’ form (available from the ATO).

DOWNSIZER CONTRIBUTIONS
Members aged 65 or over can make additional contributions of up to $300,000 from the proceeds following the sale of their principal residence on or after 1 July 2018 (which they must have owned for the past 10 or more years), provided they meet the qualifying criteria3 and:

• both members of a couple can contribute in respect of the same house
• the contribution amount is exempt from the superannuation age and work tests normally applying after age 65 and the $1.6 million total super balance test for making non-concessional contributions
• the contribution amount is not exempt from the Centrelink age pension assets test.

3 The contribution must be made to the super fund within 90 days generally from the date of settlement. The individual must also ensure that the fund is aware that the contribution is being made under this provision before or when making the contribution and provide a completed ‘Downsizer contribution into superannuation’ form (available from the ATO website).

GOVERNMENT CO-CONTRIBUTIONS
Members may be eligible for the Government co-contribution if:

• the member has made personal non-concessional contributions up to $1,000 during that financial year
• the member has a total income (assessable income plus reportable fringe benefits and reportable employer super contributions less allowable deductions for carrying on a business, where applicable) less than the higher income threshold (see below)
• 10% or more of the member’s total income must come from employment-related activities and/or carrying on a business
• the member is less than 71 years of age at the end of the financial year
• the income tax return for the member for the financial year has been lodged
• the member’s non-concessional contributions for the financial year do not exceed their non-concessional contributions cap for that year
• the member’s total superannuation balance is less than $1.6 million on 30 June of the previous financial year
• the member is not the holder of a temporary visa during the financial year.
The co-contribution rate is 50%, with a maximum $500 co-contribution applying for individuals with a total income up to the lower income threshold (see below), which reduces by 3.333 cents for every $1 of total income up to the higher income threshold where it ceases to apply.

For the 2018/2019 financial year, the lower income threshold is $37,697 with a higher income threshold of $52,697. The higher income threshold is set at $15,000 above the (indexed) lower income threshold.

LOW INCOME SUPERANNUATION TAX OFFSET
A superannuation contribution of up to $500 annually (not indexed) will be paid by the Government for individuals on adjusted taxable incomes of up to $37,000. The amount payable into the individual’s superannuation account will be calculated by applying a 15% matching rate to the concessional contributions made by or for such eligible individuals.

This effectively means that eligible individuals can have $3,333 in concessional contributions made to superannuation each year without having their benefits reduced by contributions tax as the $500 payment will offset the contributions tax payable.

SMALL BUSINESS CAPITAL GAINS
Small business owners who qualify for the small business capital gains tax (CGT) concessions may be exempt from the non-concessional contributions limit. The proceeds from the disposal of eligible assets are exempt up to a capital gains tax (CGT) concessions may be exempt from the non-concessional contributions limit. The proceeds from the disposal of eligible assets are exempt up to a lifetime limit of $1.480 million for the 2018/2019 financial year (indexed) if certain conditions are met (speak to your financial adviser).

4 The individual must ensure the fund is aware that the contribution is being made under these provisions before or when making the contribution and provide a completed ‘Capital gains tax cap election’ form (available from the ATO website).

FIRST HOME SAVER SUPER (FHSS) SCHEME
The FHSS scheme administered by the ATO allows first home buyers to contribute up to $50,000 per year (and $30,000 in total) to superannuation, within the relevant contribution caps. This includes personal and salary sacrifice contributions (voluntary contributions) but not superannuation guarantee contributions.

Eligible individuals can apply to the ATO for these voluntary contributions plus deemed earnings (at a rate which will be calculated by the ATO using the 90-day Bank Bill rate plus 3%) to be withdrawn under the FHSS scheme. The contributions plus deemed earnings will only be released subject to a release authority being provided by the ATO to the fund. Any amounts released by the fund are required to be paid to the ATO.

Withdrawals of concessional contributions plus deemed earnings will be taxed at the individual’s marginal tax rate (plus Medicare levy) less a 30% tax offset. Withdrawals of non-concessional contributions will not be subject to tax. The ATO will withhold any applicable tax before paying the net amount released to the individual.

If the released amount is not used to acquire a property within 12 months, you can:
- apply to the ATO for an extension up to a maximum of a further 12 months
- reconvert an amount (which must be at least equal to the assessable FHSS released amount, less any tax that was withheld) back into super as a non-concessional contribution within the 12-month period (or the extended time period, if granted) and notify the ATO of the reconverted amount
- pay FHSS tax of 20% on the assessable amount that was released.

When you are ready to receive your FHSS amounts, you need to apply to the Commissioner of Taxation for a FHSS determination and a release. You can apply online using your myGov account linked to the ATO.

CONSOLIDATING YOUR SUPERANNUATION INTO THE SUPER PLAN
If you have other superannuation accounts, you may wish to consolidate your superannuation into one account within the Super Plan. This will make it easier to manage your superannuation and may save you money with ongoing fees and costs. However, you should check if any exit or transfer fees will be charged by your other superannuation provider(s) before you decide to proceed with consolidating your superannuation accounts.

If you transfer from another superannuation fund, you should consider whether the transfer may also impact your insurance arrangements with that fund, if any.

Please complete the ‘Transfer authority’ form provided with this Features Book if you wish to consolidate your superannuation into the Super Plan. You can send it directly to your other fund(s) or, if you send it to us, we’ll arrange the transfer on your behalf.

SUPER CONTRIBUTIONS SPLITTING
You may apply to have up to 85% of any concessional contributions up to the concessional contributions cap in any financial year transferred to a superannuation account in the name of your spouse (if applicable).

Non-concessional contributions, rollovers and transfers of overseas superannuation benefits to an Australian fund can’t be split.

Super contributions splitting in the Super Plan generally works as follows:
- a member’s application to transfer the contributions for a financial year must be made in writing and may only be made after the end of that financial year (or during the financial year where the member’s entire benefit is being withdrawn from the Super Plan)
- a member may only make one application to Perpetual to split contributions in the Super Plan in each financial year
• the member’s application must contain a confirmation from their receiving spouse either that:
  – they haven’t reached their preservation age or
  – if they are between their preservation age and 65 years, they haven’t satisfied a relevant condition of release
    (see ‘Accessing your superannuation benefit’ on this page for details about preservation age)
• Perpetual will then transfer the relevant amount from the member’s account to an account for the spouse, as soon as is practicable (and in any case within 90 days) after receiving a valid application from the member.

Further information on super contributions splitting, including a form you can use to apply to split your contributions with your spouse, is available at our website. Alternatively, you may contact us directly. We recommend you consult your financial and/or tax adviser if you are considering super contributions splitting.

SUPERANNUATION CHOICE OF FUND
Many Australians may choose to have their future employer superannuation guarantee contributions paid into a fund of their choice.

To see if you are eligible, contact your employer.

EXERCISING CHOICE OF FUND
If you are eligible, a ‘standard choice form’ (available from your employer or the ATO) enables you to choose a superannuation fund to which your employer is to contribute.

It’s easy to direct employer contributions and your own personal contributions into the Super Plan.

Please complete the ‘Super Plan application’ form at the back of this Features Book and send it to us (see ‘Applying for an investment’ on page 39 for further information).

When you receive your initial investment statement for the Super Plan, simply:
1. complete the ‘Choice of super fund’ form at the back of this Features Book and
2. give this form (with the ‘Complying fund statement’ on the reverse side of the form) to your employer.

ACCESSING YOUR SUPERANNUATION BENEFIT
Superannuation is a long-term investment and the Government has placed restrictions on when you can access your benefit, as shown in the table on this page.

You can withdraw any ‘unrestricted non-preserved’ benefits at any time.

There is no compulsory payment of superannuation benefits at any time.

Part of your superannuation benefit may be paid to your spouse or former spouse as a consequence of the superannuation splitting and benefit payment provisions under family law (see ‘Superannuation and family law’ on page 36 for further information).

CONDITIONS OF RELEASE FOR SUPERANNUATION BENEFITS

<table>
<thead>
<tr>
<th>EVENT</th>
<th>PRESERVED BENEFITS</th>
<th>RESTRICTED NON-PRESERVED BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reaching age 65</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Retiring1 having reached your preservation age2</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Leaving employment after age 60</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Ceasing employment without satisfying any of the above conditions3</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Starting a ‘transition to retirement’ pension after reaching your preservation age2</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Permanent incapacity2</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Temporary incapacity (for release of insurance benefits only)3</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Diagnosed with a terminal medical condition likely to result in your death within 24 months3</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Severe financial hardship3</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Compassionate grounds3</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Death3</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Departing Australia superannuation payment (DASP)3,6</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Previously classified as a lost member7 and total benefit in the Fund is less than $200</td>
<td>●</td>
<td>●</td>
</tr>
<tr>
<td>Release authority given for payment of excess contributions tax8</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

1 Under superannuation law, this means an arrangement under which you were gainfully employed has ceased and you don’t intend to become gainfully employed for 10 hours or more each week again.
2 Preservation age is determined by your date of birth, as shown in the following table.
3 There are additional requirements you’ll need to satisfy before a payment can be made.
4 Your benefit can only be taken as an income stream.
5 See ‘Death benefits’ on page 36 for more information.
6 Applies to temporary residents (excluding Australian citizens, New Zealand citizens or permanent residents) who have left Australia and their visa has ceased to be in effect.
7 See ‘Lost members’ on page 35 for details.
8 See ‘Tax’ on page 30 for more information.
**PRESERVATION AGE**

<table>
<thead>
<tr>
<th>DATE OF BIRTH</th>
<th>PRESERVATION AGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 1 July 1960</td>
<td>55</td>
</tr>
<tr>
<td>1 July 1960 to 30 June 1961</td>
<td>56</td>
</tr>
<tr>
<td>1 July 1961 to 30 June 1962</td>
<td>57</td>
</tr>
<tr>
<td>1 July 1962 to 30 June 1963</td>
<td>58</td>
</tr>
<tr>
<td>1 July 1963 to 30 June 1964</td>
<td>59</td>
</tr>
<tr>
<td>After 30 June 1964</td>
<td>60</td>
</tr>
</tbody>
</table>

**TRANSFERRING TO A NEW ZEALAND KIWISAVER SCHEME**

The transfer of retirement savings between Australia and New Zealand is voluntary for members and also voluntary for funds to accept transferred amounts. The Fund facilitates transfers to eligible New Zealand KiwiSaver schemes but currently does not accept transfers from KiwiSaver schemes.

If you are seeking to transfer your benefit to a KiwiSaver scheme, superannuation law requires that the full balance of your account(s) within the Fund be transferred. In order to facilitate the transfer the trustee is required to receive certain information and declarations, which we will ask you to provide at the time if not already included with your transfer request. Please speak to your financial adviser if you would like to know more about transferring your benefit to a KiwiSaver scheme.
**FEES AND OTHER COSTS**

**DID YOU KNOW?**
Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from $100,000 to $80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You or your employer, as applicable, may be able to negotiate to pay lower fees. Ask us or your financial adviser.

**TO FIND OUT MORE**
If you would like to find out more or see the impact of fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

**FEES AND OTHER COSTS**

This document shows fees and other costs that you may be charged. These fees and other costs may be deducted from your money, from the returns on your investment or from the assets of the superannuation entity as a whole.

Other fees, such as advice fees for personal advice and insurance fees, may also be charged, but these will depend on the nature of the advice or insurance chosen by you.

Tax information, including goods and services tax (GST), is set out on pages 30-32. Unless otherwise stated, all fees and other costs disclosed in this PDS are inclusive of the net effect of GST.

Insurance fees and other costs relating to insurance are set out in the Insurance Book.

You should read all information about fees and costs because it’s important to understand their impact on your investment.

### PERPETUAL WEALTHFOCUS SUPER PLAN

<table>
<thead>
<tr>
<th>TYPE OF FEE</th>
<th>AMOUNT</th>
<th>HOW AND WHEN PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Investment fee</strong>²,³</td>
<td>Our investment fee ranges between 0.57% – 2.62% pa, depending on the investment option(s) you choose. An investment fee rebate ranging between 0.15% – 0.90% pa, depending on the investment option(s) you choose, will generally apply to eligible members.</td>
<td>Investment fees, which are expressed as a percentage of the value of an investment option, are calculated and accrued daily and generally paid to us monthly. They are deducted directly from an investment option’s assets and reflected in the unit price of the investment option each day. Eligible members who agree to receive all communications relating to their investment in the Fund online, and where no intermediary commission is payable on their account, will generally receive a rebate of part of the investment fee so they effectively pay a lower total annual cost, as set out in the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16. The investment fee rebate is calculated on the average daily balance and is credited as additional units to eligible members’ accounts monthly.</td>
</tr>
<tr>
<td>Administration fee</td>
<td>Nil.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Buy/sell spread⁴</td>
<td>0.00% – 0.75% (total spread).</td>
<td>Estimated transaction costs are allocated when a member buys or sells units in an investment option by incorporating a buy/sell spread between the investment option’s entry and exit unit prices, where appropriate.</td>
</tr>
<tr>
<td>Switching fee</td>
<td>Nil.⁵</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>Exit fee</td>
<td>Nil.³</td>
<td>No exit (withdrawal) fee is currently charged.</td>
</tr>
</tbody>
</table>

Perpetual WealthFocus Super Plan_13
### FEES AND OTHER COSTS (CONTINUED)

#### PERPETUAL WEALTHFOCUS SUPER PLAN

<table>
<thead>
<tr>
<th>TYPE OF FEE</th>
<th>AMOUNT</th>
<th>HOW AND WHEN PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advice fees relating to all members investing in this product</td>
<td>Nil.</td>
<td>Not applicable.</td>
</tr>
<tr>
<td><strong>Other fees and costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Insurance fees:</strong> If you elect to have insurance cover under the Super Plan, details of insurance premiums payable are contained in the separate ‘Insurance Book’.</td>
<td></td>
<td>If applicable, insurance premiums are generally deducted from your account monthly in arrears.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Member advice fee:</strong> Negotiable between you and your financial adviser.</td>
<td></td>
<td>If applicable, any member advice fee you authorise us to pay to your financial adviser for financial advice you may receive in relation to your investment is additional and separate to the fees we charge in respect of your investment in the Fund. Member advice fees are paid by withdrawal of units from your account.</td>
</tr>
<tr>
<td><strong>Indirect cost ratio</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Our expense recoveries:</strong> Generally 0.03% per annum of each investment option’s net asset value for normal operating expenses, plus any abnormal operating expenses which may be incurred in any year.</td>
<td></td>
<td>Our expense recoveries are deducted directly from the investment options and reflected in the unit price.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Performance-related fees:</strong> Some underlying funds charge fees based on investment performance – see the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16 for estimated performance-related fees.</td>
<td></td>
<td>Performance-related fees charged in underlying funds are incurred indirectly by the investment options and reflected in the unit prices of the underlying funds.</td>
</tr>
<tr>
<td><strong>Other indirect costs</strong> (including net transactional and operational costs): -0.09% – 0.77% pa (estimated) depending on the investment option(s) you choose, as shown in the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16.</td>
<td></td>
<td>Indirect costs are generally payable when incurred and reflected in the unit prices of the investment options or underlying funds. Transaction costs are paid out of the investment option’s assets when transactions occur. Net transactional and operational costs (total transactional and operational costs less any transaction costs offset by buy/sell spreads) are borne by all members in an investment option.</td>
</tr>
</tbody>
</table>

---

2 See ‘Investment fees’ on page 17 for further details.
3 See ‘Maximum fees and charges’ on page 19 for details of the maximum fee amounts allowed under the Fund’s Trust Deed.
4 See ‘Buy/sell spread’ on page 18 for further information.
5 A buy/sell spread will generally apply (see ‘Buy/sell spread’ on page 18 for further information).
6 See ‘Member advice fees’ on page 20 for further details.
7 See ‘Indirect cost ratio’ on page 17 for further information.
8 See ‘Performance-related fees’ on page 17 for further information.
9 See ‘Transactional and operational costs’ on page 18 for further information.
ADDITIONAL EXPLANATION OF FEES AND COSTS

ANNUAL INVESTMENT FEES AND INDIRECT COSTS

The total annual cost for each investment option comprises:

- our investment fee
- its indirect cost ratio.

The amounts shown in the following table include all direct and indirect annual fees and costs as at the date of this PDS. The indirect costs information is based on information available and (if applicable) estimates as at the date of this PDS. Any updates from time to time, which are not materially adverse, will be available at our website.

Annual investment fees and indirect costs may vary in future years. Updated details will also be available at our website and included in the Fund’s Annual Report each year.

### ANNUAL INVESTMENT FEES AND ESTIMATED INDIRECT COSTS

<table>
<thead>
<tr>
<th>INVESTMENT OPTION</th>
<th>INVESTMENT FEE (%) PA</th>
<th>ESTIMATED INDIRECT COST RATIO (%) PA</th>
<th>ESTIMATED PERFORMANCE-RELATED FEES (%)</th>
<th>ESTIMATED OTHER INDIRECT COSTS (%)</th>
<th>ESTIMATED TOTAL ANNUAL COST (%) PA</th>
<th>INVESTMENT FEE REBATE (%) PA</th>
<th>ESTIMATED EFFECTIVE TOTAL ANNUAL COST (%) PA</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Cash</td>
<td>0.57%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.01%</td>
<td>0.61%</td>
<td>-0.15%</td>
<td>0.46%</td>
</tr>
<tr>
<td>FIXED INCOME</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bentham Global Income</td>
<td>1.65%</td>
<td>0.03%</td>
<td>n/a</td>
<td>-0.09%</td>
<td>1.59%</td>
<td>-0.75%</td>
<td>0.84%</td>
</tr>
<tr>
<td>Macquarie Income Opportunities</td>
<td>1.40%</td>
<td>0.03%</td>
<td>n/a</td>
<td>-0.03%</td>
<td>1.40%</td>
<td>-0.75%</td>
<td>0.65%</td>
</tr>
<tr>
<td>OnePath Diversified Fixed Interest</td>
<td>1.60%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.26%</td>
<td>1.89%</td>
<td>-0.75%</td>
<td>1.14%</td>
</tr>
<tr>
<td>Perpetual Diversified Income</td>
<td>1.65%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.34%</td>
<td>1.82%</td>
<td>-0.75%</td>
<td>1.07%</td>
</tr>
<tr>
<td>Perpetual Dynamic Fixed Income</td>
<td>1.50%</td>
<td>0.03%</td>
<td>n/a</td>
<td>-0.08%</td>
<td>1.45%</td>
<td>-0.75%</td>
<td>0.70%</td>
</tr>
<tr>
<td>Schroder Fixed Income</td>
<td>1.40%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.12%</td>
<td>1.55%</td>
<td>-0.75%</td>
<td>0.80%</td>
</tr>
<tr>
<td>Vanguard Australian Fixed Interest Index</td>
<td>1.30%</td>
<td>0.03%</td>
<td>n/a</td>
<td>-0.02%</td>
<td>1.31%</td>
<td>-0.75%</td>
<td>0.56%</td>
</tr>
<tr>
<td>PROPERTY AND INFRASTRUCTURE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMP Capital Global Property Securities</td>
<td>2.05%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.36%</td>
<td>2.44%</td>
<td>-0.90%</td>
<td>1.54%</td>
</tr>
<tr>
<td>Lazard Global Listed Infrastructure</td>
<td>2.15%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.13%</td>
<td>2.31%</td>
<td>-0.90%</td>
<td>1.41%</td>
</tr>
<tr>
<td>Pendal Property Securities</td>
<td>1.85%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.14%</td>
<td>2.02%</td>
<td>-0.90%</td>
<td>1.12%</td>
</tr>
<tr>
<td>Vanguard Australian Property Securities Index</td>
<td>1.45%</td>
<td>0.03%</td>
<td>n/a</td>
<td>-0.01%</td>
<td>1.47%</td>
<td>-0.90%</td>
<td>0.57%</td>
</tr>
<tr>
<td>AUSTRALIAN SHARES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ausbil Australian Active Equity</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.06%</td>
<td>2.04%</td>
<td>-0.90%</td>
<td>1.14%</td>
</tr>
<tr>
<td>Ausbil Australian Emerging Leaders</td>
<td>2.10%</td>
<td>0.03%</td>
<td>0.00%</td>
<td>0.18%</td>
<td>2.31%</td>
<td>-0.90%</td>
<td>1.41%</td>
</tr>
<tr>
<td>Fidelity Australian Equities</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.01%</td>
<td>1.99%</td>
<td>-0.90%</td>
<td>1.09%</td>
</tr>
<tr>
<td>Investors Mutual Australian Share</td>
<td>2.15%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.17%</td>
<td>2.35%</td>
<td>-0.90%</td>
<td>1.45%</td>
</tr>
<tr>
<td>Investors Mutual Future Leaders</td>
<td>2.15%</td>
<td>0.03%</td>
<td>0.00%</td>
<td>0.43%</td>
<td>2.61%</td>
<td>-0.90%</td>
<td>1.71%</td>
</tr>
<tr>
<td>Pendal Australian Equity</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.14%</td>
<td>2.12%</td>
<td>-0.90%</td>
<td>1.22%</td>
</tr>
<tr>
<td>Perpetual Australian Share</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.16%</td>
<td>2.14%</td>
<td>-0.75%</td>
<td>1.39%</td>
</tr>
<tr>
<td>Perpetual Concentrated Equity</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.13%</td>
<td>2.11%</td>
<td>-0.75%</td>
<td>1.36%</td>
</tr>
<tr>
<td>Perpetual Ethical SRI</td>
<td>2.25%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.18%</td>
<td>2.46%</td>
<td>-0.75%</td>
<td>1.71%</td>
</tr>
<tr>
<td>Perpetual Geared Australian</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.31%</td>
<td>2.29%</td>
<td>-0.75%</td>
<td>1.54%</td>
</tr>
<tr>
<td>Perpetual Industrial Share</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.12%</td>
<td>2.10%</td>
<td>-0.75%</td>
<td>1.35%</td>
</tr>
<tr>
<td>Perpetual SHARE-PLUS Long-Short</td>
<td>1.95%</td>
<td>0.03%</td>
<td>0.00%</td>
<td>0.19%</td>
<td>2.17%</td>
<td>-0.75%</td>
<td>1.42%</td>
</tr>
<tr>
<td>Perpetual Smaller Companies</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.19%</td>
<td>2.17%</td>
<td>-0.70%</td>
<td>1.47%</td>
</tr>
<tr>
<td>Schroder Australian Equity</td>
<td>1.95%</td>
<td>0.03%</td>
<td>n/a</td>
<td>0.06%</td>
<td>2.04%</td>
<td>-0.90%</td>
<td>1.14%</td>
</tr>
<tr>
<td>Vanguard Australian Shares Index</td>
<td>1.40%</td>
<td>0.03%</td>
<td>n/a</td>
<td>-0.01%</td>
<td>1.42%</td>
<td>-0.90%</td>
<td>0.52%</td>
</tr>
</tbody>
</table>
### ANNUAL INVESTMENT FEES AND ESTIMATED INDIRECT COSTS (CONTINUED)

<table>
<thead>
<tr>
<th>INVESTMENT OPTION</th>
<th>STANDARD FEES AND COSTS</th>
<th>DIFFERENTIAL FEES FOR ELIGIBLE MEMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>INVESTMENT FEE (% PA)</td>
<td>ESTIMATED INDIRECT COST RATIO (% PA)</td>
</tr>
<tr>
<td></td>
<td>OUR ESTIMATED EXPENSE RECOVERIES</td>
<td>ESTIMATED PERFORMANCE-RELATED FEES</td>
</tr>
<tr>
<td>INTERNATIONAL SHARES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Magellan Global</td>
<td>2.35%</td>
<td>0.03%</td>
</tr>
<tr>
<td>MFS Global Equity</td>
<td>2.00%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Perpetual Global Share</td>
<td>2.02%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Platinum Asia</td>
<td>2.56%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Platinum International</td>
<td>2.56%</td>
<td>0.03%</td>
</tr>
<tr>
<td>T. Rowe Price Global Equity</td>
<td>2.15%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Vanguard International Shares Index</td>
<td>1.35%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Vanguard International Shares Index (Hedged)</td>
<td>1.58%</td>
<td>0.03%</td>
</tr>
<tr>
<td>DIVERSIFIED – CONSERVATIVE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BlackRock Scientific Diversified Stable</td>
<td>1.75%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Perpetual Conservative Growth</td>
<td>1.75%</td>
<td>0.03%</td>
</tr>
<tr>
<td>DIVERSIFIED – BALANCED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Diversified Growth</td>
<td>1.85%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Perpetual Diversified Real Return</td>
<td>1.85%</td>
<td>0.03%</td>
</tr>
<tr>
<td>DIVERSIFIED – GROWTH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BlackRock Scientific Diversified Growth</td>
<td>1.95%</td>
<td>0.03%</td>
</tr>
<tr>
<td>BlackRock Tactical Growth</td>
<td>1.75%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Morningstar Growth Real Return</td>
<td>1.95%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Perpetual Balanced Growth</td>
<td>1.95%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Perpetual Split Growth</td>
<td>2.10%</td>
<td>0.03%</td>
</tr>
<tr>
<td>Schroder Balanced</td>
<td>1.95%</td>
<td>0.03%</td>
</tr>
<tr>
<td>ALTERNATIVES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aspect Diversified Futures</td>
<td>2.62%</td>
<td>0.03%</td>
</tr>
</tbody>
</table>

1 These amounts are deducted directly from the investment option’s assets and reflected in its unit price.
2 These amounts include our normal operating expenses of 0.03% per annum plus any abnormal operating expenses recovered from the investment options for the financial year ended 30 June 2018, which aren’t necessarily incurred each year.
3 These amounts are additional to the investment fees we charge. They are incurred indirectly and reflected in the unit prices of the underlying funds.
4 These estimated amounts are based on performance-related fees charged in relevant underlying funds for the financial year ended 30 June 2018. Past performance and these estimates are not indicative of future returns. Performance-related fees payable in the future may vary depending on the underlying funds’ actual investment returns. See ‘Performance-related fees’ on page 17 for further information.
5 These percentages are based on other indirect costs incurred for the financial year ended 30 June 2018, including estimated net transactional and operational costs, estimated costs associated with investing in derivatives and estimated performance-related fees charged in downstream underlying funds.
6 Totals may vary slightly to the sum of the various components due to roundings.
7 See ‘Rebates and differential fees’ on page 17 for further information.
8 This percentage is based on the underlying fund’s management fee of 1.17% pa charged on its gross asset value plus the investment option’s additional management fee of 0.78% pa charged on its net asset value. If the average gearing level in the underlying fund is 50%, the management fee will be 3.12% pa of the investment option’s net asset value. If the average gearing level in the underlying fund over the year is higher than 50%, the management fee will be higher than 3.12% pa of the investment option’s net asset value.
9 This percentage is based on the underlying fund’s management fee of 0.99% pa on the sum of its long and short positions plus the investment option’s additional management fee of 0.96% pa on its net asset value.
INVESTMENT FEES
We receive investment fees for managing your investment in the Fund, which includes providing administration, trustee and custodian services, as shown in the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16.

REBATES AND DIFFERENTIAL FEES
Differential fees may be available to employees of Perpetual Limited or where no ongoing commission is payable on an account to an intermediary and the member agrees to receive all communications in relation to their account online.

1 The differential fees are not available where commissions are rebated to the member on the instruction of an intermediary. The payment of commission on insurance is not considered to be a payment of ongoing commission for the purpose of determining eligibility for the differential fees.

Members who qualify for the differential fees will receive an investment fee rebate (excluding GST) based on the individual investment options selected. The investment fee rebate is calculated monthly based on the average daily balance in an investment option. Refer to the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16 for details of the specific investment fee rebate applicable to each of the investment options. We pay the investment fee rebate as additional units issued in the relevant investment options. Your units for the payment of the investment fee rebate for a month will be issued effective on the last day of the month. To receive the investment fee rebate for a given month you must have a holding in the relevant investment option at the end of the month.

If you are not an eligible member, you will not receive this investment fee rebate and your account will be subject to the standard annual fees and costs detailed in the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16.

INDIRECT COST RATIO
The indirect cost ratio for each investment option is the ratio of total indirect costs of the investment option to the total average net assets of the investment option and includes:

- our expense recoveries
- any performance-related fees in underlying funds
- net transactional and operational costs
- other indirect costs.

OUR EXPENSE RECOVERIES
We’re entitled to charge to the Fund or be reimbursed from the Fund for any expenses incurred by us for the proper performance of our duties and obligations as Trustee of the Fund. There is no limit in the Fund’s Trust Deed on the amount that can be recovered for such expenses.

NORMAL OPERATING EXPENSES
Normal operating expenses are those incurred in the day-to-day operation of the Fund and its investment options.

We currently choose to recover normal operating expenses of 0.03% per annum of the net asset value of each investment option.

Any additional normal operating expenses incurred by the Fund in its day-to-day operations are currently paid by Perpetual.

ABNORMAL OPERATING EXPENSES
Abnormal operating expenses aren’t generally incurred during the day-to-day operation of the Fund or an investment option and aren’t necessarily incurred in any given year. They’re due to abnormal events like legal costs incurred by changes in the Fund’s Trust Deed.

PERFORMANCE-RELATED FEES
Some investment options may indirectly incur performance-related fees where a WealthFocus fund invests into an underlying fund with a performance fee and that underlying fund exceeds its performance hurdle and meets any other relevant conditions for a defined period of time. Where payable, the performance-related fee is charged by the underlying fund against its income and/or deducted from its assets and incorporated in the unit price of the underlying fund according to the underlying fund’s constitution. Relevant details are summarised in the following ‘Performance-related fees’ table.

If a WealthFocus fund invests into an underlying fund which itself does not charge a performance-related fee, but that underlying fund invests into another fund that does have a performance-related fee, then the amount of any performance-related fee charged in that downstream underlying fund will also be an additional indirect cost to you. If applicable, these are included in the ‘Estimated other indirect costs’ column of the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16.
Transaction and operational costs

The following transactional and operational cost information for each investment option based on the most recently completed financial year is publicly available on our website or can be obtained free of charge by contacting us:

- estimated total transactional and operational costs
- estimated transaction costs offset by buy/sell spreads
- estimated net transactional and operational costs borne by all members, which ranged between -0.14% and 0.73% for the financial year ended 30 June 2018 depending on the investment option.\(^1\)

\(^1\) The estimated net transactional and operational costs borne by all members, being the estimated percentage by which investment returns have been reduced by transactional operational costs incurred at all levels after allowing for any buy/sell spread offsets, form part of an investment option’s indirect cost ratio and are included in the ‘Estimated other indirect costs’ column of the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16.

Transaction costs

In managing the investments of the investment options, transaction costs such as brokerage, settlement costs, clearing costs and government charges may be incurred by changes in an investment option’s investment portfolio, or when an investment option experiences cash flows in or out of it. Transaction costs are an indirect cost to you.

When an investment option incurs transaction costs from changing its investment portfolio, they are paid out of the investment option’s assets and reflected in its unit price.

Transaction costs that are incurred because members buy or sell units in an investment option are also paid from the investment option’s assets, but they are offset by the transaction cost allowances that are included in the calculation of the investment option’s entry and/or exit unit prices, where relevant, as described under ‘Buy/sell spread’ on this page.

Buy/sell spread

Estimated transaction costs are allocated when a member buys or sells units in an investment option by incorporating a buy/sell spread between the investment option’s entry and exit unit prices, where appropriate, which generally reflects the total of the buy/sell spread in the corresponding underlying fund. This aims to ensure that other members aren’t impacted by the transaction costs associated with a particular member buying or selling units in the investment option. We have discretion to waive the buy/sell spread on investments or withdrawals where no transaction costs are incurred, including when a member transfers their entire account balance in the Super Plan to the corresponding investment option(s) for the same amount(s) in the Pension Plan.

A buy/sell spread is an additional cost to you. The spread, if applicable, is based on our estimates of the average transaction costs incurred by an investment option. However, it is not a fee paid to us and is retained in the investment option to cover the actual transaction costs as they are incurred.

The buy/sell spread will impact the return on your investment.

Estimated transaction costs, which are used to determine the buy/sell spreads, are reviewed regularly. Consequently, the buy/sell spreads current as at the issue date of this PDS may change (increase or decrease) during the life of this PDS. The buy/sell spread for each investment option, which forms part of the PDS, is publicly available at our website (see ‘Incorporation by reference’ on page 38 for details) or can be obtained free of charge by contacting us.

GST is not applicable to any buy/sell spread when you buy or sell units in the investment options.
**OPERATIONAL COSTS**

In addition to our expense recoveries, if an investment option incurs any incidental borrowing costs for short-term operational purposes, these costs may be paid out of the investment option’s assets and reflected in its unit price.

**OTHER INDIRECT COSTS**

Managers of underlying funds may also charge expense recoveries, which will be reflected in the unit prices of the underlying funds, and/or themselves incur indirect costs. Indirect costs may also be incurred if an investment option or underlying fund invests in derivatives. These indirect costs are included in the ‘Estimated other indirect costs’ column of the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16.

**MISCELLANEOUS FEES**

If we incur a fee because a cheque or direct debit for your investment in the Super Plan is dishonoured by your financial institution, the amount will be charged to your investment.

**GOVERNMENT CHARGES**

Government charges will be applied to your account as appropriate.

**MAXIMUM FEES AND CHARGES**

The Fund’s Trust Deed allows us to charge relevant maximum fees as outlined below.

<table>
<thead>
<tr>
<th>FEE OR COST</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Withdrawal (exit) fee</td>
<td>6.00% of the withdrawal proceeds</td>
</tr>
<tr>
<td>Management (investment and administration) fees</td>
<td>3.00% per annum of the value of each investment option</td>
</tr>
<tr>
<td>Investment switching fee</td>
<td>The greater of:</td>
</tr>
<tr>
<td></td>
<td>• $500 or</td>
</tr>
<tr>
<td></td>
<td>• 1.00% of the value of units switched.</td>
</tr>
<tr>
<td>Expense recoveries</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Superannuation and family law charges</td>
<td>Up to $200 for actioning specific events in connection with superannuation and marriage breakdown.</td>
</tr>
</tbody>
</table>

Amounts disclosed are inclusive of GST.

**INCREASES OR ALTERATIONS TO OUR FEES**

We may change our fees without your consent. However, we won’t increase our fees, or introduce withdrawal or investment switching fees, without giving you at least 30-days’ written notice.

**TAX**

Tax information, including GST, is set out on pages 30-32.

**INSURANCE FEES AND COSTS**

Insurance fees and other costs relating to insurance are set out in the Insurance Book.

**PAYMENTS TO PERPETUAL GROUP FROM INSURANCE PREMIUMS**

If you elect to have insurance cover, insurance premiums will be deducted from your account each month (see ‘Insurance premiums’ in the Insurance Book for details). Your insurance premiums include an amount of 32.45% (including GST) which is paid by the insurer to Perpetual Group for services and reimbursement for expenses incurred in relation to the insurance arrangements for the Fund. Some of this amount may be payable to your intermediary or to certain dealer groups (see ‘Intermediary insurance commissions’ on page 20 and ‘Payments to dealer groups’ on page 20 for details).

**INTERMEDIARY REMUNERATION**

Intermediaries include financial advisers, discount brokers and other intermediates.

We will only pay remuneration to intermediaries where permitted by law.

For accounts opened before 1 July 2014, arrangements we have with intermediaries and dealer groups to pay commission on your account will continue to apply.

**INTERMEDIARY COMMISSIONS**

**INITIAL COMMISSION**

No initial commissions are paid in relation to your investment in the Super Plan.

**ONGOING COMMISSION**

Subject to the law, any ongoing commission that can be paid to your intermediary is summarised in the ‘Intermediary ongoing commissions’ table on page 20. Where paid, this commission isn’t an additional cost to you as it is paid out of the investment fees we charge on your investment in the Fund.

For accounts opened from 1 July 2014, where you have a financial adviser, a condition of accepting your applications is that your financial adviser agrees to rebate to you all ongoing commission (excluding GST).

A rebate of ongoing commission may be paid into your account. If you cease to have a holding in an investment option prior to the rebate being paid, you will not receive a rebate for that investment option.

For calculating any commission, we’ll disclose information about your investment to your intermediary (see ‘Your privacy’ on page 34 for details).

Your financial adviser may provide a Financial Services Guide or a Statement of Advice to you that details their remuneration and other benefits, including the rebate set out above.
INTERMEDIARY ONGOING COMMISSIONS

<table>
<thead>
<tr>
<th>INVESTMENT OPTIONS</th>
<th>AMOUNT¹</th>
<th>COST PER $100,000 INVESTED</th>
<th>HOW AND WHEN PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>Up to 0.165% pa</td>
<td>Up to $165.00 pa</td>
<td>Calculated on the average daily balance of your investment and paid monthly out of our investment fee.</td>
</tr>
<tr>
<td>Fixed income</td>
<td>Up to 0.440% pa</td>
<td>Up to $440.00 pa</td>
<td></td>
</tr>
<tr>
<td>All other</td>
<td>Up to 0.600% pa</td>
<td>Up to $600.00 pa</td>
<td></td>
</tr>
</tbody>
</table>

¹ These amounts include GST and are the amounts we pay to your intermediary, if applicable, from the investment fee we receive from the investment options (see the ‘Annual investment fees and estimated indirect costs’ table on pages 15-16 for further information about investment fees payable to us for your investment in the Fund). Subject to the law, the ongoing commission amount payable is at Perpetual’s discretion. If you have a financial adviser and your account is opened from 1 July 2014, your financial adviser must agree to rebate this amount to you.

INTERMEDIARY INSURANCE COMMISSIONS

Subject to the law, if you elect to have insurance cover, your intermediary will receive an amount of 25% (inclusive of GST) of your monthly premium, paid at the end of the month. This amount is paid out of the insurance payment we receive from the insurer. Such payment of insurance commissions is not considered to be a payment of ongoing commission for the purpose of determining eligibility for the differential fees (see ‘Rebates and differential fees’ on page 17).

For policies issued from 1 July 2014, where you have a financial adviser, a condition of accepting your application is that your financial adviser agrees to rebate all insurance commission to you. A rebate of insurance commission will effectively result in a reduction in the premium deducted from your account by the amount of the rebate (excluding GST).

For policies issued before 1 July 2014, arrangements we have with intermediaries to pay commission on your insurance will continue to apply.

MEMBER ADVICE FEES

The member advice fee is a fee for financial advice you may receive in relation to your investment.

You can authorise us to pay member advice fees to your financial adviser (including your financial adviser’s dealer group) on your behalf out of your investment. Any member advice fee you authorise us to pay is additional and separate to the fees we charge in respect of your investment in the Fund. The available options are shown in the ‘Member advice fees’ table below.

You can nominate the investment option(s) from which the member advice fee is to be deducted. If you don’t make a nomination or if the balance in your nominated investment option is reduced to zero, the member advice fee will be deducted proportionately from your investment in the various investment options held at the time of payment.

We can refuse a request to pay a member advice fee. You can also turn off the member advice fee at any time by instructing us in writing.

MEMBER ADVICE FEES

<table>
<thead>
<tr>
<th>FREQUENCY</th>
<th>PAYMENT BASIS¹</th>
<th>HOW AND WHEN PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-off</td>
<td>Specified dollar amount only</td>
<td>Units are deducted from your account at the time we receive your instruction and the fee paid to your financial adviser at the end of that month.</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Percentage fee option</td>
<td>Calculated on the average daily balance of your investment and paid monthly by withdrawal of units at the end of each month.</td>
</tr>
<tr>
<td></td>
<td>Flat dollar fee option</td>
<td>Paid in equal monthly instalments by withdrawal of units at the end of each month.</td>
</tr>
</tbody>
</table>

¹ All member advice fee amounts that we deduct from your investment in the Fund and pay to your financial adviser on your behalf include GST.

OTHER BENEFITS

As a result of your investment in the Fund your intermediary may receive other non-monetary benefits (where allowed by law), which are not an additional cost to you.

PAYMENTS TO DEALER GROUPS

Where the payment and receipt of dealer payments is allowable under the law, certain dealer groups (of which your intermediary may be a part) may also receive payments. If these payments are made, they are not paid by you or the Fund, rather they are paid by us. These amounts may be up to:

- 1.0% per annum (including GST, if applicable) of the funds invested via the dealer group
- 8.0% per annum (including GST) of insurance premiums attributable to the dealer group.

BENEFITS RECEIVED

We may receive payments from certain underlying investment managers for the investment options (where allowed by law). These amounts may be up to 2.0% per annum (including GST, if applicable) of the funds invested with the underlying investment manager. We may use these payments to reduce the investment fees you pay.

As a result of brokerage paid by the investment options, Perpetual Investments may receive benefits such as investment research, which it may use for any investment purpose, including for the investment options.
EXAMPLES OF ANNUAL FEES AND COSTS FOR PERPETUAL BALANCED GROWTH INVESTMENT OPTION

These tables give examples of how the fees and costs for the Perpetual Balanced Growth investment option in the Super Plan can affect your superannuation investment over a one-year period. You should use these tables to compare this superannuation product with other superannuation products.

STANDARD FEES – FOR MEMBERS RECEIVING PAPER-BASED COMMUNICATIONS AND/OR WHERE INTERMEDIARY COMMISSION IS PAYABLE ON THEIR ACCOUNT

<table>
<thead>
<tr>
<th>EXAMPLE – PERPETUAL BALANCED GROWTH INVESTMENT OPTION</th>
<th>BALANCE OF $50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment fees</td>
<td>1.95%</td>
</tr>
<tr>
<td>Plus, for every $50,000 you have in the Super Plan you will be charged $975.00 each year.</td>
<td></td>
</tr>
<tr>
<td>Administration fees</td>
<td>Nil</td>
</tr>
<tr>
<td>Plus, you will be charged $0.00 in administration fees regardless of your balance</td>
<td></td>
</tr>
<tr>
<td>Indirect costs for the Fund</td>
<td>0.32%</td>
</tr>
<tr>
<td>Plus, indirect costs of $160.00 each year will be deducted from your investment</td>
<td></td>
</tr>
<tr>
<td>Cost of product</td>
<td></td>
</tr>
<tr>
<td>Equals</td>
<td></td>
</tr>
<tr>
<td>If your balance was $50,000, then for that year you will be charged fees of $1,135.00* for the Super Plan.</td>
<td></td>
</tr>
</tbody>
</table>

DIFFERENTIAL FEES – FOR ELIGIBLE MEMBERS WHO AGREE TO RECEIVE ONLINE COMMUNICATIONS AND WHERE NO INTERMEDIARY COMMISSION IS PAYABLE ON THEIR ACCOUNT

<table>
<thead>
<tr>
<th>EXAMPLE – PERPETUAL BALANCED GROWTH INVESTMENT OPTION</th>
<th>BALANCE OF $50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment fees</td>
<td>1.20%</td>
</tr>
<tr>
<td>Plus, for every $50,000 you have in the Super Plan you will be charged $600.00 each year.</td>
<td></td>
</tr>
<tr>
<td>Administration fees</td>
<td>Nil</td>
</tr>
<tr>
<td>Plus, you will be charged $0.00 in administration fees regardless of your balance</td>
<td></td>
</tr>
<tr>
<td>Indirect costs for the Fund</td>
<td>0.32%</td>
</tr>
<tr>
<td>Plus, indirect costs of $160.00 each year will be deducted from your investment</td>
<td></td>
</tr>
<tr>
<td>Cost of product</td>
<td></td>
</tr>
<tr>
<td>Equals</td>
<td></td>
</tr>
<tr>
<td>If your balance was $50,000, then for that year you will be charged fees of $760.00* for the Super Plan.</td>
<td></td>
</tr>
</tbody>
</table>

* Additional fees may apply. And:
  - if you leave the Super Plan, you may also be charged an exit fee of $0.00 for each amount you withdraw and a buy/sell spread which also applies whenever you make a contribution, exit or rollover. The buy/sell spread for exiting is 0.34% (this will be equal to $170.00 for every $50,000 you withdraw)
  - if insurance is taken out in the Super Plan, insurance fees will apply.
## Initial investment

Initial investment: $3,000 minimum for Super Plan (or $1,500 if you are establishing a savings plan – see below) with $1,000 minimum per investment option.

After reading the PDS, complete the application form and send it to us.

- **Personal or spouse contributions by cheque** – attach a cheque to your application form.
- **Personal or spouse contributions by direct debit** – we’ll debit your initial contribution amount directly from your nominated account once we’ve accepted your application.
- **Employer contributions** – all employer contributions (including any salary sacrifice contributions) must be paid by your employer using SuperStream.

**Further information:** page 23

### Investment strategy

Investment strategy: $1,000 minimum per investment option – Unless you specify otherwise on your application form, the proportion of your initial investment allocated to each investment option is recorded by us as your investment strategy for additional investments and auto-rebalancing (see below).

You can change your investment strategy at any time. Restrictions apply to your investment strategy if you invest in Perpetual Geared Australian investment option (see ‘Auto-rebalancing’ below).

**Further information:** page 23

### Additional investments

Additional investments: $1,000 minimum per investment option (or $100 by savings plan – see below).

- **Personal or spouse contributions by direct debit:**
  - complete an ‘Application for additional investments and features’ form and send it to us or
  - submit your additional investment application through Online Account Access (see next page) and
  - we’ll debit your additional contribution amount directly from your nominated account once we’ve accepted your application.

- **Personal or spouse contributions via BPAY** – remit your additional contribution amount to us, quoting your CRN and the BPAY biller code for the relevant type of contribution.

- **Employer contributions** – all employer contributions (including any salary sacrifice contributions) must be paid by your employer using SuperStream.

**Further information:** page 24

### BPAY

BPAY: You can use BPAY for making additional personal or spouse contributions. We’ll provide you a Customer Reference Number (CRN).

**Further information:** page 24

### Savings plan

Savings plan: $100 minimum per investment option – If you wish to make regular contributions by direct debit from your nominated account, complete sections 4, 6 and 8 of the application form. You can also establish a savings plan through Online Account Access (see next page).

**Further information:** page 24

### Switching

Switching: $1,000 minimum – To switch all or part of your investment in an investment option (conditions apply), submit a switch request through Online Account Access (see next page) or send us a completed ‘Switch’ form (available from our website or by contacting us) by mail or scanned attachment to email.

**Further information:** page 25

### Dollar cost averaging plan

Dollar cost averaging plan: $100 minimum per investment option – You can arrange regular automatic switches from an investment in Perpetual Cash investment option into other selected investment options by completing sections 7 and 8 of the application form or submitting a request through Online Account Access (see next page).

The dollar cost averaging plan is not available with auto-rebalancing or if investing in Perpetual Geared Australian investment option.

**Further information:** page 25

### Auto-rebalancing

Auto-rebalancing: You can request us to regularly rebalance your investment portfolio to maintain your chosen investment strategy by completing sections 7 and 8 of the application form or through Online Account Access (see next page).

If you are investing in Perpetual Geared Australian investment option you must select this feature (see ‘Investment limits’ on page 6 for more information).

Auto-rebalancing is not available with the dollar cost averaging plan.

**Further information:** page 25
Insurance cover
You can apply for the following types of insurance cover through the Super Plan by completing section 9 of the application form (and, if necessary, the separate ‘Insurance application’ form in the Insurance Book):
• death only
• total and permanent disablement only
• death and total and permanent disablement
• salary continuance.

Withdrawals
$1,000 minimum – If you are eligible to access your superannuation and wish to make a withdrawal, send us a completed ‘Benefit payment instruction’ form (available from our website or by contacting us), together with evidence of the ‘condition of release’ that you’ve satisfied.

New instructions or changes
Please contact us to advise of any changes to your name, address/contact details, bank account and other details/instructions. You can also send us a completed ‘Change of instructions’ form (available from our website or by contacting us).

Authorised representative
You can appoint an authorised representative to act on your behalf in relation to your investment in the Super Plan by completing section 2 of the application form.

Online Account Access
Online Account Access allows you to view and transact on your investment online. You should specify the level of access you want in section 7 of the application form.

Updated information
Go to our website or mail, phone or email us for the latest information on unit prices, buy/sell spreads and investment returns and any other updated information in relation to the Super Plan. Other general information is also provided in the Fund’s annual report, which is also available at our website.

INVESTMENTS
Provided you are eligible to invest (see ‘Eligibility to invest’ on page 8 and ‘Contribution limits’ on page 9), you can invest in a single investment option or multiple investment options depending on your investment goals.

INITIAL INVESTMENT
The minimum initial investment in the Super Plan is $3,000 (or $1,500 if you are establishing a savings plan – see page 24). The minimum initial investment in any investment option is $1,000. Your initial personal or spouse contribution may be paid:
• by cheque
• by direct debit (see this page).

You should indicate on your application form the amount or proportion of your investment in each investment option.

INVESTMENT STRATEGY
The proportion of your initial investment allocated to each investment option is recorded as your default investment strategy for:
• all additional investments made via BPAY (see page 24 for further information)
• any other additional investments unless you nominate a different investment option(s)
• compulsory rebalancing where you have chosen to invest in Perpetual Geared Australian investment option (see page 6 for further information)
• auto-rebalancing (see page 25 for further information).

You need to specify on the application form if you want your investment strategy to differ from your initial investment. If you switch (fully or partially) or fully withdraw from an investment option, your investment strategy will be updated automatically to reflect your investment portfolio following the switch/withdrawal unless you request otherwise at the time. Any other transactions will not result in changes to your investment strategy unless you also request a change to it at the time. You can change your investment strategy at any time by notifying us in writing.

DIRECT DEBIT
You can authorise us on your initial or additional investment application form to debit personal or spouse contribution amounts directly from your nominated Australian bank, building society or credit union account.

We will initiate direct debit drawings automatically upon acceptance of your instruction and we will not advise you beforehand. To avoid potential dishonours by your financial institution and any associated charges, it is your responsibility to ensure that:
• direct debit is available from any account you nominate
• your nominated account has a sufficient balance available to meet any authorised direct debits.
DIRECT DEBIT REQUEST SERVICE AGREEMENT

If you elect to make investments (including savings plan – see ‘Savings plan’ on this page) by direct debit authority, you must read and accept the terms of our Direct Debit Request Service Agreement, which is publicly available at our website (see ‘Other documents’ on page 38 for details) or can be obtained free of charge by contacting us.

ADDITIONAL INVESTMENTS

Subject to eligibility (see ‘Eligibility to invest’ on page 8), additional investments can be made at any time.

The minimum additional investment in any investment option is $1,000 (or $100 by savings plan – see this page). Additional personal or spouse contributions may be paid:

• by direct debit (with an application form or via Online Account Access) or

• via BPAY.

BPAY

BPAY is a convenient way for you to make additional personal or spouse contributions to the Fund from your cheque or savings account using the phone or online banking facilities provided by most Australian banks, building societies and credit unions.

Unless you indicate otherwise on your application form, we’ll send you a Customer Reference Number (CRN). You can also apply for a CRN at any other time by contacting us.

When using BPAY, you’ll need to quote your CRN and the BPAY biller code for the relevant type of contribution (so that it’s processed and, where applicable, taxed accordingly), as shown in the following table.

<table>
<thead>
<tr>
<th>TYPE OF CONTRIBUTION</th>
<th>BPAY BILLER CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal contribution</td>
<td>636936</td>
</tr>
<tr>
<td>Spouse contribution</td>
<td>636951</td>
</tr>
</tbody>
</table>

SAVINGS PLAN

With a savings plan, you can make regular personal or spouse contributions to the Fund automatically by direct debit from your nominated Australian bank, building society or credit union account.

The minimum savings plan investment is $100 per investment option, which can be made as follows:

• fortnightly – on alternate Thursdays (as set by us)
• monthly (default frequency) – on the 17th of the month
• quarterly – on the 17th of January, April, July and October.

If any of these days aren’t business days, the next business day will apply.

If you also have the auto-rebalancing feature, your investment strategy and your nominated allocation for your savings plan must be the same.

Please contact us if you wish to change the investment amount or frequency, or cancel your savings plan.

The following table shows the impact on your savings plan of any withdrawals or switches from the investment options unless you provide alternative instructions at the time of withdrawing or switching.

IMPACT OF WITHDRAWALS AND SWITCHES ON EXISTING SAVINGS PLANS

<table>
<thead>
<tr>
<th>TYPE OF TRANSACTION</th>
<th>IMPACT ON FUTURE SAVINGS PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full withdrawal from all savings plan investment option(s)</td>
<td>We’ll cancel your savings plan.</td>
</tr>
<tr>
<td>Full withdrawal from some savings plan investment option(s)</td>
<td>We’ll continue your savings plan for the same dollar amount invested into the remaining investment option(s) in proportion to your previous savings plan allocations to the remaining investment option(s).</td>
</tr>
<tr>
<td>Full switch from all savings plan investment option(s)</td>
<td>We’ll transfer your savings plan to the investment option(s) that you switched to in the same proportion as the switch.</td>
</tr>
<tr>
<td>Full switch from some savings plan investment option(s)</td>
<td>We’ll continue your savings plan for the same dollar amount. The allocation of your savings plan that was previously invested into the investment option(s) that you have switched from will be invested into the existing and/or new investment option(s) that you switched to in the same proportion as the switch.</td>
</tr>
<tr>
<td>Partial withdrawal or switch from all or some savings plan investment option(s)</td>
<td>No change to your savings plan.</td>
</tr>
</tbody>
</table>

We can terminate, suspend or impose additional conditions on the operation of your savings plan at any time with notice to you.

HOW UNITS ARE ISSUED

Generally, if our Sydney office receives and accepts your investment application (including investment amounts received via BPAY, where applicable) by 3.00pm on any business day, your investment will be processed using that day’s entry price. If received and accepted after 3.00pm it will be processed using the next calculated entry price. If it’s a non-working day for Perpetual in Sydney, your investment will be processed using the next available entry price.

For current entry prices, visit our website or contact us.

The number of units issued to you is determined by dividing your investment amount (less fees and taxes) by the applicable entry price. See ‘How units are priced and investments are valued’ on page 33 for details about asset valuations and unit prices.
Accepting your application includes verifying your identity (see ‘Anti-money laundering/counter-terrorism financing laws’ on page 34 for more information).

We have the discretion:
• not to accept applications and can suspend processing them if we believe that’s in the best interests of members or if required by the law (see ‘Suspension of applications, switches and withdrawals’ on page 37 for further information)
• to accept lower investment amounts
• to accept transactions in our Sydney office up to 5:00pm on 30 June only (or the preceding business day should 30 June fall on a weekend).

**SWITCHES**

You can switch all or part of your investment in an investment option into another investment option(s) at any time, subject to:
• a minimum switch amount of $1,000 and
• a minimum balance of $1,000 in an investment option after any partial switch from that investment option.

Generally, if our Sydney office receives and accepts your switch request (including those made via Online Account Access) by 3:00pm on any business day, your switch will be processed using that day’s exit and entry prices. If received and accepted after 3:00pm it will be processed using the next calculated exit and entry prices. If it’s a non-working day for Perpetual in Sydney, your switch will be processed using the next available unit prices.

For current entry and exit prices, visit our website or contact us.

We have the right to suspend processing of switches where we believe that’s in the best interests of members, as well as impose additional conditions (see ‘Suspension of applications, switches and withdrawals’ on page 37 for further information).

All switches, including those made under the dollar cost averaging plan and auto-rebalancing facility (see this page for details on each), involve a withdrawal of money from one investment option at its exit price and an investment in another investment option at its entry price. Consequently, there may be a cost to members due to the buy/sell spreads on unit prices (see ‘Buy/sell spread’ on page 18 for further information).

**DOLLAR COST AVERAGING PLAN**

The dollar cost averaging plan involves you investing in Perpetual Cash investment option and authorising us to switch a portion of that amount to another nominated investment option(s) at regular intervals. Because units in the nominated investment option(s) are bought at varying prices, the cost of gaining exposure to the particular asset class(es) in the nominated investment option(s) is ‘averaged’ over time.

The minimum switch amount for the dollar cost averaging plan is $100 per investment option, which can be made as follows:
• fortnightly – on alternate Thursdays (as set by us)
• monthly (default frequency) – on the 24th of each month
• quarterly – on the 24th of January, April, July and October.

If any of these days aren’t business days, the next business day will apply.

Your dollar cost averaging plan will continue until:
• your investment in Perpetual Cash investment option is zero or
• you cancel it.

Please contact us if you wish to change the investment amount or frequency, or cancel your dollar cost averaging plan.

The buy/sell spread (see ‘Buy/sell spread’ on page 18 for further information) will apply to dollar cost averaging plan transactions.

The dollar cost averaging plan is not available if you are investing in Perpetual Geared Australian investment option.

Auto-rebalancing (see below) is not available if you have a dollar cost averaging plan in place.

**AUTO-REBALANCING**

The value of your investment in any particular investment option will change over time and this movement may cause your investment portfolio allocation to deviate from your investment strategy.

Auto-rebalancing is another form of automatic switching. This facility provides a simple way for you to maintain your investment strategy by authorising us to withdraw and apply units in your chosen investment options to rebalance your investment portfolio regularly, as follows:
• quarterly (default frequency) – on the 24th of January, April, July and October
• half yearly – on the 24th of January and July or
• yearly – on the 24th of July.

If any of these days aren’t business days, the next business day will apply.

Please contact us if you wish to change the frequency, cancel or restart auto-rebalancing.

The buy/sell spread (see ‘Buy/sell spread’ on page 18 for further information) will apply to auto-rebalancing transactions.

A dollar cost averaging plan is not available if you elect to use the auto-rebalancing facility.
WITHDRAWALS

Provided you have satisfied a ‘condition of release’ under the law (see ‘Accessing your superannuation benefit’ on page 11 for details), you can withdraw all or part of your investment in the Fund as long as you meet the withdrawal criteria, including:

• a minimum withdrawal amount of $1,000
• a minimum balance (currently $1,000) in an investment option after any partial withdrawal from that investment option and
• a minimum Super Plan balance of $1,000, otherwise we may close your account and transfer the balance to an eligible rollover fund (see ‘Eligible rollover fund’ on page 35 for details).

All written withdrawal requests must be signed by you or your authorised representative.

If our Sydney office receives and accepts your withdrawal request by 3.00pm on any business day, your withdrawal will be processed using that day’s exit price. If received and accepted after 3.00pm it will be processed using the next calculated exit price. If it’s a non-working day for Perpetual in Sydney, your withdrawal will be processed using the next available exit price.

For current exit prices, visit our website or contact us.

Generally your withdrawal proceeds can be:

• deposited into a nominated Australian bank, building society or credit union account or
• rolled over to another complying superannuation or pension fund.

Withdrawals will not be paid in cash. We will confirm all withdrawals in writing.

Withdrawal proceeds that are paid directly into your nominated account are subject to clearance by your bank, building society or credit union from the date of deposit into your account.

The proceeds from your withdrawal will usually be available within three business days from when we have accepted a valid withdrawal request, given normal operating conditions.

We can suspend processing withdrawal requests in certain circumstances (see ‘Suspension of applications, switches and withdrawals’ on page 37 for more information).

EMAIL INSTRUCTIONS

We currently accept various instructions, including withdrawal requests, by scanned attachment to email provided we have no reason to believe the request isn’t genuine. However, for your protection, we won’t accept email requests in relation to withdrawals for deposits to accounts that have not been previously nominated by the member by mail.

Conditions apply to email withdrawal requests (see ‘Other conditions’ on page 38 for details).

INSTRUCTIONS AND CHANGES

Please contact us to advise of any changes to your name, address/contact details, bank account, etc and to provide other details/instructions.

All changes to bank account details must be made in writing by mail. Any acceptable changes by phone can only be made after we’ve confirmed your identity.

Conditions may apply depending on the way you provide instructions to us, as set out under ‘Other conditions’ on page 38.

AUTHORISED REPRESENTATIVE

You can appoint a person, partnership or company as your authorised representative by nominating them on your application form and having them sign in the relevant section. Your authorised representative will be empowered to act on your behalf in all matters relating to your investment in the Super Plan.

Conditions apply to the appointment of an authorised representative, as set out under ‘Other conditions’ on page 38.

ONLINE ACCOUNT ACCESS

Online Account Access via our website provides easy and convenient online access for you to:

• receive reporting online (this is one of the conditions to qualify for the investment fee rebate – see ‘Rebates and differential fees’ on page 17 for further information)
• transact online
• check the total value of your investment in the Super Plan
• view your account summary, including the investment option(s) you are invested in, the number of units, unit price and current balance of the investment option(s)
• review your recent transaction history
• check your contact details.

Transactions or changes you make to your account will generally become visible through Online Account Access on the business day following processing.

You can elect to receive email notification of new account correspondence (including any notification we are required to provide under the Corporations Act) as it becomes available, so that you can then view it online (although there may be times when we must also send online correspondence to you in paper form). For security reasons, this email won’t include any of your confidential information, nor will it provide a link to our website.

Unless you indicate otherwise on your application form, we’ll mail you a Login ID and temporary password (separately for security reasons) together with activation instructions for Online Account Access.
CONDITIONS OF USE
To be able to use Online Account Access, you must accept the conditions of use, which are publicly available at our website (see ‘Other documents’ on page 38 for details) or can be obtained free of charge by contacting us, and change the temporary password to a password of your choice when you first login to Online Account Access.

ACCESS BY AUTHORISED REPRESENTATIVES
If you appoint an authorised representative, you can request us to issue them with a unique Login ID and temporary password for Online Account Access and specify their level of online access to either:

- view your account only or
- view and transact on your account (default access).

ACCESS BY YOUR FINANCIAL ADVISER
We’ll also give your financial adviser access to view details about your investment and transact online unless you ask us not to. You can cancel your financial adviser’s access at any time by instructing us in writing.

INTEREST EARNED ON APPLICATION AND WITHDRAWAL ACCOUNTS
Application money and withdrawal proceeds are held in trust accounts prior to being processed. A member of the Perpetual Group retains any interest earned on these accounts.
Taking out insurance cover through your Super Plan may be a tax-effective way of providing financial security to you and your family should you die or become disabled.

Subject to eligibility, you can apply to be insured for:

- death only
- total and permanent disablement (TPD) only
- death and TPD
- salary continuance.

The following table provides a summary of the various insurance options available to Super Plan members.

Full information about the insurance offered through the Super Plan, including various definitions and insurance premium rates, is provided in the separate ‘Insurance Book’ that forms part of the PDS, which is available at our website or you can obtain a copy free of charge by contacting us.

### INSURANCE AVAILABLE THROUGH PERPETUAL WEALTHFOCUS SUPER PLAN

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>DEATH COVER</th>
<th>TPD COVER</th>
<th>SALARY CONTINUANCE COVER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of insurance cover</strong></td>
<td>This covers you if you: • die • become terminally ill.</td>
<td>This covers you if you become totally and permanently disabled.</td>
<td>This covers you if you become totally disabled temporarily due to illness or injury and are unable to work.</td>
</tr>
<tr>
<td><strong>Benefits</strong></td>
<td>• Death benefit • Terminal illness benefit equal to death cover.</td>
<td>• TPD benefit • A limited death benefit amount of $10,000 for TPD only cover.</td>
<td>• Total disability benefit • Partial disability benefit (following a period of total disability).</td>
</tr>
<tr>
<td><strong>Minimum cover</strong></td>
<td>$50,000.</td>
<td>$50,000.</td>
<td>$500 monthly benefit.</td>
</tr>
<tr>
<td><strong>Maximum cover</strong></td>
<td>Unlimited.</td>
<td>$5 million.</td>
<td>$40,000 monthly benefit. For amounts insured above $30,000, the monthly benefit will revert to $30,000 after two years of receiving a benefit. You can apply for agreed value or indemnity salary continuance cover.</td>
</tr>
<tr>
<td><strong>Minimum entry age</strong></td>
<td>Age 15.</td>
<td>Age 15.</td>
<td>Age 15.</td>
</tr>
<tr>
<td><strong>Maximum entry age</strong></td>
<td>Age 64.</td>
<td>Age 64.</td>
<td>Age 64.</td>
</tr>
<tr>
<td><strong>Available until</strong></td>
<td>Age 75.</td>
<td>Age 70 (for members aged over 65 an ‘Activities of daily living’ TPD definition will apply).</td>
<td>Age 65.</td>
</tr>
</tbody>
</table>
THE INSURER

The insurance cover constitutes a member benefit provided under the Fund. The insurance cover is provided to the Trustee by AIA Australia Limited (the insurer) (ABN 79 004 837 861, AFSL 230043).

Your insurance benefits are subject to the Fund’s Trust Deed and the insurer’s Policy Document, the main features of which are described in the separate Insurance Book. You can obtain a copy of the detailed Policy Document by contacting us. If any of the main features change, we will notify you in writing.

YOUR DUTY OF DISCLOSURE

Before you become covered by the insurer, or otherwise extend, vary or reinstate your insurance cover, both the Trustee (as the policy holder under the contract) and you (as the insured member) have a duty under the Insurance Contracts Act 1984 to tell the insurer anything that you or we know, or could reasonably be expected to know, may affect the insurer’s decision to insure you and on what terms.

You do not need to tell us and/or the insurer anything that:

- reduces the insurer’s risk
- is common knowledge
- the insurer knows or should know as an insurer
- the insurer waives your duty to disclose.

The insurer may exercise different rights in relation to different types of cover.

If you do not disclose anything you are required to, and the insurer would not have insured you if you had disclosed it, the insurer may cancel your cover from inception, or any extension, variance or reinstatement of your cover, within three years of its commencement.

If the insurer chooses not to cancel your cover, the insurer may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had disclosed everything you should have. However, for death cover, the insurer may only exercise this right within three years from its commencement.

If the insurer chooses not to cancel your cover or reduce the amount you have been insured for, the insurer may, at any time vary the terms of your cover in a way that places the insurer in the same position the insurer would have been in if you had disclosed everything you should have. However, this right does not apply for death cover.

If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat your cover, or any extension, variance or reinstatement of your cover under the contract as if it never existed.

INSURANCE PREMIUMS

Premiums are deducted monthly in arrears by withdrawal of units. You can either nominate the investment option from which you would like premiums deducted, or have premiums deducted proportionately across your investment options. If no nomination is made, or the investment option you have chosen is insufficient to cover the premiums, premiums will be deducted from your investment option with the highest account balance.

It is important that you ensure your investment balance is sufficient to cover your premiums each month or your insurance will lapse. The Trustee has no responsibility for ensuring continuity of your insurance cover and accepts no responsibility if it lapses.

HOW TO APPLY

To apply for death only, TPD only, death and TPD and/or salary continuance cover through the Super Plan, you must complete the ‘Insurance cover’ section within the ‘Super Plan application’ form in this PDS and, if required, the separate ‘Insurance application’ form included in the Insurance Book.

The amount and type of information that the insurer will require will depend on your age and the type(s) and amount(s) of cover you are seeking.
TAX

The tax benefits derived from investing in superannuation are particular to your circumstances, so we recommend you see a tax adviser. This information is general only and shouldn’t be relied on.

SUPER PLAN

CONCESSIONAL CONTRIBUTIONS
Concessional contributions are generally subject to tax at 15% within the Fund.

NON-CONCESSIONAL CONTRIBUTIONS
Non-concessional contributions (also known as ‘after-tax contributions”) are not taxable within the Fund.

TAX ON INVESTMENT EARNINGS
As the Super Plan is part of a complying superannuation fund, the maximum tax rate on its taxable income (including realised net capital gains) is 15%. However, the effective rate of income tax is generally less due to the impact of:

• concessional capital gains tax treatment for assets held for more than 12 months
• tax offsets (see below).

TAX OFFSETS
The Super Plan may be able to claim tax offsets, including franking credits and foreign income tax offset, to reduce the amount of tax payable by the Super Plan. Excess franking credits may be refundable to the Super Plan by the ATO.

MEMBERS

CONCESSIONAL CONTRIBUTIONS

TAX DEDUCTIONS
Employers can claim a full tax deduction for all contributions made on behalf of their employees.

Members can claim tax deductions for personal superannuation contributions up to the concessional contributions cap until age 75 (subject to meeting the work test if you are aged 65 or over).

ADDITIONAL CONTRIBUTIONS TAX
Generally, a flat 15% tax applies to concessional contributions. However, tax of 30% will apply instead to concessional contributions (within the concessional contributions cap) if your income (including concessional contributions) is greater than $250,000.

If your income excluding concessional contributions is less than the $250,000 threshold, but including the concessional contributions pushes you over the threshold, only that part of the contributions in excess of the threshold will be subject to tax at 30%. The ATO will issue an assessment to the member for the extra tax payable on the contributions, together with a release authority to allow the tax amount to be withdrawn from the fund. The member can either use the release authority or pay the tax from other sources.

Concessional contributions that exceed your concessional contribution cap (see ‘Contribution limits’ on page 9 for details) will be included in your assessable income and taxed at your marginal tax rate (plus Medicare levy). You will also have to pay an excess concessional contributions charge on the increase in your tax liability. You have the option to withdraw from your Super Plan account an amount equal to 85% of the excess concessional contribution. Any excess concessional contributions withdrawn do not count towards your non-concessional contribution cap.

NON-CONCESSIONAL CONTRIBUTIONS
Any non-concessional contributions that exceed your non-concessional contribution cap (see ‘Contribution limits’ on page 9 for details) are taxable at the top marginal tax rate (plus Medicare levy) and you must withdraw from the Super Plan an amount equal to your liability to pay the excess contributions tax. To limit excessive contributions taxes, an individual non-concessional contribution generally will only be accepted if it is within the relevant limit. However, you are responsible for monitoring your total non-concessional contributions against the relevant limit.

You have the option of withdrawing superannuation contributions in excess of the non-concessional contributions cap made from 1 July 2013 and any associated earnings. The earnings will be taxed at your marginal tax rate.

SPOUSE CONTRIBUTIONS
A person can claim a tax offset of up to $540 per annum for superannuation contributions made on behalf of their low income or non-working eligible spouse earning up to $37,000 during the year. The tax offset is calculated as 18% of contributions up to a maximum contribution of $3,000.

You can obtain further information from www.ato.gov.au.

BENEFITS PAID TO MEMBERS
When a superannuation benefit is received, it may include both tax-free and taxable components, calculated in the same proportions as the total account balance immediately before the payment.

The taxable portion of any superannuation lump sum or pension benefit is subject to tax depending on your age when received, as shown in the following tables.
TAX ON LUMP SUM BENEFITS – 2018/2019 FINANCIAL YEAR

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>TAX TREATMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax-free¹</td>
<td>Tax-free.</td>
</tr>
<tr>
<td>Taxable²</td>
<td></td>
</tr>
<tr>
<td>Under age 59:</td>
<td>Taxed at 20%²</td>
</tr>
<tr>
<td>Aged 59:</td>
<td>First $205,000⁴ is tax-free and the balance taxed at 15%³</td>
</tr>
<tr>
<td>Aged 60 and over:</td>
<td>Tax-free</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TAX ON PENSION BENEFITS – 2018/2019 FINANCIAL YEAR

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>TAX TREATMENT</th>
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</thead>
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<tr>
<td>Tax-free¹</td>
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</tr>
<tr>
<td>Taxable²</td>
<td></td>
</tr>
<tr>
<td>Under age 59:</td>
<td>Taxable at marginal tax rate³</td>
</tr>
<tr>
<td>Aged 59:</td>
<td>Taxable at marginal tax rate³, less 15% pension offset</td>
</tr>
<tr>
<td>Aged 60 and over:</td>
<td>Tax-free</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Includes non-concessional contributions and Government co-contributions from 1 July 2007 (plus the former undeducted contributions, pre-July 1983 (amount fixed as at 30 June 2007), post-June 1994 invalidity, CGT exempt and concessional components).

² Includes concessional contributions from 1 July 2007 (plus the former post-June 1983 (taxed) and excessive components).

³ Plus Medicare levy.

⁴ The low-rate cap is a lifetime limit and will be indexed in line with Average Weekly Ordinary Time Earnings (AWOTE) in multiples of $5,000.

DEATH BENEFITS PAID TO DEPENDANTS
Lump sum death benefit payments are tax-free if paid to a dependant.

A death benefit paid as a pension will be tax-free if either the primary or reversionary beneficiary is aged 60 or over. If they’re both under age 60 at the time of death, the pension (less any tax-free amount) will continue to be taxed at the reversionary beneficiary’s marginal tax rate (plus Medicare levy) less 15% pension tax offset until the reversionary beneficiary turns age 60, when it becomes tax-free.

If the death benefit is paid as a pension to a dependant child, the balance must be paid as a (tax-free) lump sum when the child turns 25 (unless permanently disabled).

DEATH BENEFITS PAID TO NON-DEPENDANTS
Death benefit payments to non-dependants for tax purposes (eg an adult child) have to be paid as a lump sum benefit. The taxable component of a death benefit paid to a non-dependant will normally be taxed at 15% (plus Medicare levy).

Where a death benefit contains an insurance amount, it may include an untaxed element. The untaxed component of a death benefit paid to a non-dependant will normally be taxed at 30% (plus Medicare levy).

DEATH BENEFITS PAID TO YOUR LEGAL PERSONAL REPRESENTATIVE
If the death benefit is paid to your legal personal representative for distribution through your estate, any tax payable will depend on how the death benefit is ultimately distributed between your dependants and any non-dependants.

TAX ON DEPARTING AUSTRALIA SUPERANNUATION PAYMENTS
The tax payable on a DASP (see ‘Accessing your superannuation benefit’ on page 11 for further information) is generally 35% for a taxed element of a taxable component. DASPs made to working holiday makers will be taxed at 65%.

TAX ON DEATH BENEFITS
Payment rules and the tax consequences depend on whether the death benefit is paid to a dependant or non-dependant. A death benefit dependant for tax purposes is a:

- current or former spouse¹
- child¹ under age 18
- person who was financially dependent on you at the time of your death or
- person who you have an ‘interdependency relationship’¹ with.

¹ See ‘Dependants’ under ‘Death benefits’ on page 37 for definitions.
We will disclose your TFN to another superannuation provider, when your benefits are being transferred, unless you request us, in writing, that your TFN not be disclosed to any other superannuation provider.

Declining to quote your TFN is not an offence. However, providing your TFN will have the following advantages:

- we can accept all permitted types of contributions to your account
- other than the tax that may ordinarily apply, you will not pay more tax than you need to – this affects both contributions to your superannuation and benefit payments when you start drawing down your superannuation benefits
- it will make it much easier to find different superannuation accounts in your name so that you receive all your superannuation benefits when you retire.

We will use your TFN and personal details to verify our records with the ATO. We will update or correct your TFN if instructed by the ATO. We will contact you if the ATO has advised of other changes to your personal details.

GOODS AND SERVICES TAX (GST)

GST generally applies to the fees, costs and expenses payable by the Fund, including investment fees payable to us.

Generally, the Fund can’t claim a credit for all of the GST paid but may be entitled to claim a reduced input tax credit (RITC), which represents a portion of the GST applicable to investment fees and certain other expenses, as set out in the GST law.

Unless otherwise stated, the fees and costs specified in the ‘Fees and other costs’ table on pages 13-14 show the approximate net cost to Super Plan members of these amounts payable to us, on the basis that the Fund is entitled to claim RITCs for the GST on these amounts.
YOUR COOLING-OFF RIGHTS

As a member in the Fund, you have up to 14 days from the earlier of the time when you receive confirmation of the issue of your interest in the Fund or the fifth business day after the issue of your interest in the Fund where you can have your investment repaid (‘cooling-off period’). See ‘How units are issued’ on page 24 for details on when units are issued.

The amount repaid will be adjusted for any transaction costs and any increase or decrease in the value of your investment.

If you have authorised us to pay a member advice fee to your financial adviser on your behalf:

- we will reinstate the units previously deducted from your account and refund the amount to you only if we have not yet paid the fee to your financial adviser or
- you will be responsible for seeking a refund of any member advice fee from your financial adviser once it has been paid to your financial adviser.

Your right to be repaid during the cooling-off period does not apply if:

- you are switching between investment options (including auto-rebalancing and dollar cost averaging plan switches)
- you exercise any of your rights as a member of the Fund.

Any amounts that are ‘preserved’ or ‘restricted non-preserved’ can’t be refunded to you if you exercise your cooling-off rights unless you satisfy a ‘condition of release’ under superannuation law. You’ll need to nominate another superannuation fund, retirement savings account or approved deposit fund to transfer the funds into. If you don’t, we’ll transfer the amount to the Fund’s nominated eligible rollover fund (see ‘Eligible rollover fund’ on page 35 for details).

If you’d like to have any ‘unrestricted non-preserved’ amount repaid, write to us stating that you want to be repaid during the cooling-off period (please include your account number). Your request must reach our Sydney office before the end of the cooling-off period.

When we receive your request, we will send you the details about your repayment.

HOW UNITS ARE PRICED AND INVESTMENTS ARE VALUED

Unit prices for each investment option are calculated by:

- establishing the net asset value of the investment option
- for entry unit prices – adding the applicable transaction costs (buy spread) to the net asset value and then dividing the adjusted net asset value by the number of units on issue to determine the entry unit price
- for exit unit prices – deducting the applicable transaction costs (sell spread) from the net asset value and then dividing the adjusted net asset value by the number of units on issue to determine the exit unit price.

We generally determine the net asset value of each investment option on each business day. The net asset value is calculated by deducting the value of an investment option’s liabilities from the value of its gross assets.

Investments of each investment option are valued at their market value, using a calculation method that we determine according to the Fund’s Trust Deed. It will normally be based on the exit price of units in the underlying fund(s). We generally calculate and apply entry and exit unit prices each business day.

We can defer the calculation of unit prices where permitted by the Fund’s Trust Deed and the law. For example, if significant delays occur where an underlying fund does not calculate or provide a price, unit prices may not be calculated nor applications, switches and withdrawals processed for that investment option until the underlying fund’s unit price is determined.

REPORTING

Members of the Fund receive:

- an initial investment statement, generally within seven business days of your application being accepted and processed
- an additional investment statement, generally within seven business days of any additional investment (except regular savings plan contributions) being accepted and processed
- an investment restructure statement, generally within seven business days of any switch request being processed
- a withdrawal statement, generally within seven business days of any partial or full withdrawal request being processed (except where a departed temporary resident’s super benefit has been compulsorily paid to the ATO as unclaimed super – see ‘Unclaimed super’ on page 35 for further details)
- half-yearly and annual statements providing details of your investment in the Super Plan as at 31 December and 30 June each year respectively
- an annual report for the Fund for each financial year ending 30 June will be available at our website at www.perpetual.com.au/annual-reports.aspx (copy by mail available on request)
- an annual notice under section 290-170 of the Income Tax Assessment Act for you to complete and return if you intend to claim a tax deduction for any personal contributions made to the Super Plan during the financial year
- confirmation of any other transactions that we are required to report on.
If you have agreed to receive online communications, the above reporting will be made available via Online Account Access (see ‘Online Account Access’ on page 26 for further information), although there may be times when we must also send correspondence to you in paper form.

One of the conditions of receiving the investment fee rebate is that you receive your reporting online. Even if you have agreed to do so, you can still request a paper copy of your statements and an annual report free of charge on an ad hoc basis. However, if you request paper-based reporting on a permanent basis, you will no longer fulfil the eligibility criteria to receive the investment fee rebate.

**INQUIRIES AND COMPLAINTS**

We’re committed to providing you with the highest level of service and the Trustee has established procedures for dealing with any inquiries and complaints. If you have an inquiry or complaint, you can either phone Perpetual on 1800 022 033 during business hours or write to:

Client Services
Perpetual WealthFocus Super Plan
GPO Box 4171, Sydney NSW 2001

We’ll endeavour to respond to your inquiry within 30 days and must respond to complaints within 90 days.

If you’re not happy with a Trustee decision that affects you, and your complaint has not been resolved to your satisfaction or remains unresolved after 90 days, you may refer it to the Australian Financial Complaints Authority (AFCA). AFCA is the external dispute resolution scheme established by the Commonwealth Government to deal with complaints from consumers in the financial system. AFCA provides a free service for consumers.

Contact details for AFCA are as follows:

**Phone** 1800 931 678
**Email** info@afca.org.au
**Website** www.afca.org.au
**Mail** Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

**YOUR PRIVACY**

We collect personal information from you in the application and any other relevant forms to be able to process your application, administer your investment and comply with any relevant laws. If you do not provide us with your relevant personal information, we will not be able to do so. In some circumstances we may disclose your personal information to Perpetual’s related entities or service providers that perform a range of services on our behalf and which may be located overseas.

Privacy laws apply to our handling of personal information and we will collect, use and disclose your personal information in accordance with our privacy policy, which includes details about the following matters:

- the kinds of personal information we collect and hold
- how we collect and hold personal information
- the purposes for which we collect, hold, use and disclose personal information
- the types of entities we usually disclose personal information to and the countries where they are likely to be located if it is practicable for us to specify those countries
- how you may access personal information that we hold about you and seek correction of such information (note that exceptions apply in some circumstances)
- how you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds us, and how we will deal with such a complaint.

Our privacy policy is publicly available at our website (see ‘Other documents’ on page 38 for details) or you can obtain a copy free of charge by contacting us.

**PERSONAL HEALTH INFORMATION**

If you apply for insurance cover, you will be required to provide personal health information. If you do not provide us with your relevant personal health information, it will not be possible to assess your insurance application.

We require your consent to collect, use or disclose your health and other personal information included in the Personal Statement (see the separate ‘Insurance application’ in the Insurance Book). The health and other personal information is collected and provided to the insurer to assess your eligibility for insurance and to administer your application.

Should you make a claim for an insurance benefit, your health and other personal information may be disclosed to the insurer, medical practitioners, claims investigators, reinsurers, the insurance reference bureau and such other experts as may be nominated by us or the insurer.

If there is any dispute about your entitlement to a disability benefit or any insurance related claim, your health and other personal information may be disclosed to legal and other advisers.

**ANTI-MONEY LAUNDERING/ COUNTER-TERRORISM FINANCING LAWS**

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML Act) regulates financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing.

Under the AML Act, we are required to:

- verify your identity before providing services to you
- collect information about your circumstances, including your occupation and the source of funds
- where you supply documentation relating to your identity, keep a record of this documentation for seven years after the end of your relationship with Perpetual.
As a result:
• transactions may be delayed or refused where we require further information regarding your identity or we have reasonable grounds to believe that the transaction breaches the law or sanctions of Australia or any other country
• where transactions are delayed or refused, we are not liable for any loss you suffer (including consequential loss) as a result of our compliance with the AML Act.

Where required by law, we may disclose your information to regulatory or law enforcement agencies, including the Australian Transaction Reports and Analysis Centre (AUSTRAC), which is responsible for regulating the AML Act.

Customer identification requirements are collected in the application form included with this PDS. We may also require additional information from you to assess your application and after we have accepted your investment.

We are not liable for any loss you may suffer as a result of our compliance with this legislation.

ELIGIBLE ROLLOVER FUND
The Trustee reserves the right to transfer Super Plan accounts of less than $1,500 to an eligible rollover fund (ERF) where the member has not contributed to that account in the previous two years.

The Trustee will pay any money it decides to pay to an ERF into the Australian Eligible Rollover Fund (AERF). The trustee of the AERF is Perpetual Superannuation Limited.

Contact details for the AERF are as follows:
Australian Eligible Rollover Fund
Locked Bag 5429
Parramatta NSW 2124
Phone: 1800 677 424

Being transferred to the AERF may affect your benefits because:
• you will cease to be a member of the Fund and will no longer have any insurance benefits
• you will become a member of the AERF and be subject to its governing rules
• the AERF will invest your benefit according to its investment strategy.

LOST MEMBERS
You will be considered a lost member in the Fund if you are uncontactable if:
• either:
  – the Fund has never had an address (whether non-electronic or electronic) for you or
  – at least one written communication (whether non-electronic or electronic) has been sent to your last known address (or addresses) and we believe, on reasonable grounds (eg communication returned unclaimed), that you can no longer be contacted at any address known to us and

• you have not contacted us (whether by written communication or otherwise) within the last 12 months and
• you have not accessed details about your interest in the Fund from any electronic facility we have provided within the last 12 months and
• we have not received a contribution or rollover for you within the last 12 months.

Members who are classed as lost may also have their investment transferred to the AERF, unless your account is required to be paid to the ATO as unclaimed super (see ‘Unclaimed super’ on this page).

UNCLAIMED SUPER
Your superannuation may be treated as unclaimed money if you:
• have reached age 65 and we have not received an amount on your behalf for at least two years and five years have passed since we last had contact with you or
• were a temporary resident who has permanently departed Australia and you did not claim your benefits within six months of the later of the date of your departure or your visa ceasing to be effective (except if you are an Australian or New Zealand citizen). We will make all reasonable efforts to contact you in such circumstances, however, it is important that you notify us of any changes to your details.

Where your benefits become unclaimed money, we are required to pay them to the ATO within certain time frames. After payment to the ATO, we are discharged from any further liability for payment of the benefit and you may claim your benefit by contacting the ATO. In some circumstances, tax may be payable.

We are also required to transfer certain small and insoluble lost accounts to the ATO as unclaimed super where you are a lost member (see above) and:
• the balance of the account is less than $6,000 or
• the account has been inactive for a period of 12 months and we have insufficient records to identify the owner of the account.

Interest will be paid at a rate equivalent to CPI inflation from 1 July 2013 on all lost superannuation accounts reclaimed from the ATO.

In addition to the existing conditions for transfers to the ATO, from 1 July 2019, super funds will be required to transfer to the ATO all inactive member accounts with balances below $6,000. However, a member’s account is taken not to be an inactive low-balance account if any of the following occurred in relation to the member in the last 16 months:
• the member changed their investment options
• the member made any changes in relation to their insurance coverage under the fund
• the member made or amended a binding beneficiary nomination
the member gave a written notice to the ATO Commissioner declaring they were not a member of an inactive low-balance account and we are notified accordingly

the superannuation provider was owed an amount in respect of the member.

SUPERANNUATION AND FAMILY LAW
The law allows for superannuation benefits to be split between you and your spouse (including a de facto spouse of the same or different sex) in the case of legal separation or divorce. Under the law, Perpetual may be required to:

• provide certain information about your superannuation interest to certain eligible persons without notifying you of the request and/or

• ‘flag’ and/or split your superannuation interest according to a superannuation agreement or Family Court order.

Although the Fund’s Trust Deed allows us to charge fees for related transactions, we currently don’t intend to do so and will notify you before any change.

The legal requirements for splitting your superannuation in these circumstances are complex and affecting a split of your superannuation interest may have significant financial and tax consequences for you. We therefore recommend that you seek professional legal, tax and financial advice on how these provisions may affect you.

BANKRUPTCY
If you are declared bankrupt, we may be required to pay contributions to an administrator in bankruptcy under the direction of a court.

DEATH BENEFITS
In the event of your death, your benefit will generally be paid to one or more of your dependants or to your legal personal representative. The Trust Deed permits you to:

• give a direction (binding nomination – either lapsing or non-lapsing) to the Trustee about the distribution of your death benefit

• nominate your preferred beneficiaries (non-binding nomination) but ultimately leave it to the discretion of the Trustee to decide how your death benefit is to be distributed among your beneficiaries and/or legal personal representative (if the Trustee can’t locate any dependants the benefit may be paid to your legal personal representative).

There are different tax consequences depending on the type of nomination you make and the beneficiaries. We recommend that you consult a financial and/or tax adviser before making any nomination.

To make a nomination, indicate this in section 7 of your application form. You must also complete the ‘Nomination of beneficiary’ form on page 57 and attach it to your application.

If you don’t make a nomination, the Trustee will use its discretion under the Trust Deed (subject to the law) to determine the beneficiaries and most appropriate method of payment for your death benefit.

BINDING NOMINATIONS
A binding nomination binds the Trustee to make payment of your death benefit according to your instructions, provided your nomination is valid under the law and the rules in the Trust Deed. You should read the binding death benefit nomination rules in the Trust Deed. We recommend that you obtain professional financial and/or tax advice when determining your estate planning structure.

Where we have consented to your nomination, we will pay your benefit to the person(s) you have nominated as long as:

• the person(s) you have nominated are your dependants at the time of death and

• your nomination has been made in writing and is signed by you in the presence of two witnesses who are over 18 years of age and not named as beneficiaries in your nomination.

If we have consented to your nomination to pay one or more dependants and that nomination, or a part of it, is no longer valid at the time of payment, we will pay the non-valid portion of your death benefit to the remaining eligible nominated beneficiaries in equal share. If there are no eligible nominated beneficiaries, we will pay to your dependant(s) or your legal personal representative (your estate), in our discretion. The trustee will pay the valid portion of your benefit in accordance with that part of your nomination which is valid.

LAPSING BINDING NOMINATION
A lapsing binding death benefit nomination must be confirmed every three years to remain effective and loses effect with certain events (eg marriage, remarriage or divorce).

NON-LAPSING BINDING NOMINATION
Because a non-lapsing binding nomination will not automatically lapse, it is important that you periodically review your nomination to ensure you still wish us to pay the person(s) you have nominated. In addition, unlike a lapsing binding nomination, your non-lapsing binding nomination will not automatically become invalid in the event of marriage, remarriage, divorce or any other life-changing event. You can revoke your non-lapsing binding nomination at any time by making a new nomination of any kind, or by writing to us.

NON-BINDING NOMINATIONS
This information gives the Trustee an indication of your wishes and will help us to exercise our discretion. However, it doesn’t necessarily mean that the benefit will be distributed in this way.
DEPENDANTS
For the purpose of paying a death benefit under superannuation law, a member’s dependant is a:

- spouse
- child
- person who was financially dependent on you at the time of your death
- person who you have an ‘interdependency relationship’ with.

A member’s ‘spouse’ includes:

- another person (whether of the same sex or a different sex) with whom a member is in a relationship that is registered under relevant law and
- another person who, although not legally married to the member, lives with the member on a genuine domestic basis in a relationship as a couple.

A member’s ‘child’ includes:

- an adopted child, stepchild or ex-nuptial child
- a child of the member’s spouse
- someone who is a child of the member under family law.

Two people have an ‘interdependency relationship’ if:

1. they have a close personal relationship and
2. they live together and
3. one or each of them provides the other with financial support and
4. one or each of them provides the other with domestic support and personal care.

If a close personal relationship exists but the other requirements for interdependency aren’t satisfied because of a physical, intellectual or psychiatric disability, then there is also an interdependency relationship.

INVESTMENTS AND SOCIAL SECURITY
Your investment in the Fund may affect your social security or pension entitlements. The calculations are complex so we recommend that you seek advice from your financial or tax adviser, or use the Financial Information Service provided by the Department of Human Services.

RELATIONSHIP BETWEEN THE TRUSTEE AND UNDERLYING INVESTMENT OPTIONS
A number of investment options in the Fund invest in underlying funds managed within the Perpetual Group. The Trustee advises you that under the law, where the Trustee invests money of the Fund in or with itself or a related entity, it must deal with itself or the related entity strictly on arm’s length terms.

TRUST DEED
The Trust Deed, dated 26 May 1995 (as amended from time to time) and the law govern the operation of the Fund and the rights and obligations of members and the Trustee.

The Trust Deed is available at our website or you can obtain a copy free of charge on request.

OUR LIABILITY
We are indemnified by the Fund for liability incurred in respect of the Fund unless the liability arises from dishonesty or an intentional failure to exercise the degree of care and diligence required of us or such other act or omission specified by the law.

YOUR RIGHTS AS A MEMBER
Each unit in an investment option confers a proportional beneficial interest in the relevant investment option. But you’re not entitled to any particular part of the investment option (or the underlying funds that it invests in), its assets or its management or operation (other than through member meetings).

MEMBERS’ LIABILITY
A member must indemnify the Trustee for any liability, overpayment or failure to provide for tax because of its reliance on information given to it by that member (or information that should have been given to it by that member) under the Trust Deed or the law. Besides this, a member’s liability is limited by the Trust Deed to the value of their interests or units, but the courts are yet to determine members’ liability so absolute assurance can’t be given that the liability of a member is limited in every situation.

SUSPENSION OF APPLICATIONS, SWITCHES AND WITHDRAWALS
In certain emergency situations which impact on the effective and efficient operation of a market for an asset held by an investment option or in circumstances where we otherwise consider it to be in the interests of members, we may choose to suspend the processing of all applications, switches or withdrawals for that investment option. This may include situations where:

- we cannot properly ascertain the value of an asset held by the investment option
- an event occurs that results in Perpetual not being able to reasonably acquire or dispose of assets held by the investment option
- an underlying fund suspends applications and withdrawals
- the law otherwise permits us to delay or restrict processing applications or withdrawals.
For Perpetual Geared Australian investment option, we may also suspend withdrawals if the underlying fund’s gearing level exceeds 75%. If a suspension occurs, the gearing level in the underlying fund will be reduced to 60% or lower within a reasonable period of time.

Applications, withdrawals or switch requests received during the suspension will be processed using the entry and/or exit price applicable when the suspension is lifted.

DELA ys IN CALCULATING AND PUBLISHING UNIT PRICES
Occasionally there may be delays in receiving unit prices or investment valuations from the underlying investment managers due to their finalisation of distributions or unforeseen circumstances. This restricts our ability to calculate and price the relevant investment option. Importantly, the timing of unit prices impacts processing transactions including applications, withdrawals and switches. When transactions are processed we’ll generally use the applicable unit price you are entitled to, based on the date we received your completed transaction instruction.

OTHER CONDITIONS
A member who appoints an authorised representative or uses the phone or email facilities (as applicable) to provide instructions to us:

• acknowledges that they are bound by the acts of their authorised representative
• releases, discharges and agrees to indemnify us and each other member of the Perpetual Group from and against all losses, liabilities, actions, proceedings, accounts, claims and demands arising from instructions we receive under the facility and
• agrees that a payment or purported payment made according to the conditions of the facility shall be in complete satisfaction of our obligations or those of any other member of the Perpetual Group to the investor for a payment, even if it was requested, made or received without the knowledge or authority of the member.

INCORPORATION BY REFERENCE
The law allows us to provide certain information to you separately to the PDS, which is taken to be incorporated into the PDS, provided the PDS identifies this additional information and how you can access it.

The following incorporated information forms part of this PDS:

• defined fees for superannuation products
• details of the latest annual transactional and operational costs and the current buy/sell spread for each investment option

• the commencement date for each investment option
• the Insurance Book containing further information relating to insurance cover
• full insurance premium rate tables
• details of current underlying investment managers.

This information is publicly available from www.perpetual.com.au/wealthfocus-super-updates.aspx, or can be obtained free of charge by contacting us.

You should also read this information.

OTHER DOCUMENTS
The following documents are also publicly available from www.perpetual.com.au/wealthfocus-super-updates.aspx, or can be obtained free of charge by contacting us:

• Direct Debit Request Service Agreement
• Online Account Access conditions of use
• our privacy policy
• additional information about certain ‘complex’ funds
• the latest ‘Full holdings disclosure’ document for the Perpetual Ethical SRI investment option.

You should also read these other documents, particularly if relevant to any features that you’ve chosen in relation to your investment in the Super Plan.
NEW ACCOUNT
Your initial investment in the Super Plan must be at least $3,000 (or $1,500 if you are establishing a savings plan). The minimum initial investment per investment option is $1,000.

To invest in the Super Plan, you should complete the ‘Super Plan application’ form and send it to us, together with:

• if making a personal or spouse contribution by cheque – a cheque for your initial investment amount made payable to ‘PIML – PWS – [insert name of applicant(s)]’
• if making a personal or spouse contribution by direct debit – the completed ‘Payment details – initial contribution’ section within the application form (we’ll debit your initial contribution amount directly from your nominated account once we’ve accepted your application)
• if you would like to apply for insurance cover – the completed ‘Insurance cover’ section within the ‘Super Plan application’ form and, if required, the separate ‘Insurance application’ form included in the Insurance Book
• if you want to nominate a beneficiary – a completed ‘Nomination of beneficiary’ form – see ‘Death benefits’ on page 36 for further information
• if you have other superannuation accounts and wish to consolidate your superannuation into the Super Plan – a completed ‘Transfer authority’ form for each fund (you can also send this directly to the other fund if you prefer with a copy of the ‘Compliance letter’ on page 63) – see page 10 for further information.

ADDITIONAL INVESTMENTS
Additional investments must be at least $1,000 per investment option (or $100 if you have established a savings plan). Additional investments will be added to your existing account.

To make an additional personal or spouse contribution, you should:

• if investing by direct debit – complete an ‘Application for additional investments and features’ form and send it to us (we’ll debit your additional contribution amount directly from your nominated account once we’ve accepted your application)
• if investing by BPAY – simply remit your additional contribution to us, quoting the BPAY biller code for the relevant type of contribution (see page 24 for details).

LODGING YOUR APPLICATION FORM
You can lodge your completed application form (including your cheque) with your intermediary or at our Sydney office (see back cover for street address details) or post (no stamp required if posted in Australia) to:

Reply Paid 4171
Perpetual WealthFocus Super Plan
GPO Box 4171
Sydney NSW 2001
This page intentionally left blank.
SUPER PLAN APPLICATION

Please complete this form using BLACK INK and print well within the boxes in CAPITAL LETTERS. Mark appropriate boxes with a cross like the following [X]. Start at the left of each answer space and leave a gap between words.

Please ensure this form is fully complete and all required documentation is provided to either your financial adviser or us, so we can process your application.

1. Member details

Are you an existing Perpetual investor?

- yes [ ]
- no [ ]

If you do not supply us with your tax file number (TFN) we will be required to impose additional tax on all concessional contributions that you make or are being made on your behalf. We are also unable to accept any after-tax contributions from you. For more information regarding the provision of TFNs please see the 'Tax' section in the Features Book. An exemption is not considered to be a TFN.

Residency status for tax purposes

Are you an Australian resident for tax purposes?

- yes [ ]
- no [ ]

If you do not supply us with your tax file number (TFN) we will be required to impose additional tax on all concessional contributions that you make or are being made on your behalf. We are also unable to accept any after-tax contributions from you. For more information regarding the provision of TFNs please see the 'Tax' section in the Features Book. An exemption is not considered to be a TFN.
1. Member details (continued)

Residential address (mandatory)

<table>
<thead>
<tr>
<th>Unit number</th>
<th>Street number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Suburb (if relevant) OR City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Postcode</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone (business hours)</th>
<th>Phone (after hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mobile</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email address</th>
</tr>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

An email address is a requirement for receiving the investment fee rebate. If you do not provide your email address, you will not be entitled to receive the rebate.

Provide your email address and we will provide you with email notification of new account correspondence as it becomes available for viewing online.

Postal address (optional)

<table>
<thead>
<tr>
<th>C/- (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PO box</th>
<th>Unit number</th>
<th>Street number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Suburb (if relevant) OR City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Postcode</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Authorised representative

Would you like to appoint an authorised representative? Before appointing an authorised representative, refer to the PDS.

no [ ] please go to section 3

yes [ ] please complete the details below.

Online Account Access for my authorised representative

- [ ] view and transact (default) 
- [ ] view only 
- [ ] no access

Authorised representative details:

<table>
<thead>
<tr>
<th>First name(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Last name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
2. Authorised representative (continued)

Postal address

c-/ (if applicable)  
po box  
unit number  
street number

street name

suburb (if relevant)  OR city

state  
postcode  
country

signature of authorised representative  
date / / 

3. Payment details – initial contribution

How will the initial contribution be made? NOTE: Cash is not accepted.

Employer contributions can only be made using SuperStream.

- **direct debit**: we will debit your bank account nominated in section 6 as bank account 1. I acknowledge and accept the terms and conditions of direct debit as explained in the Direct Debit Request Service Agreement which is available from www.perpetual.com.au/wealthfocus-super-updates.aspx
- **cheque**: make cheque payable to PIML – PWS – [insert name of applicant]
- **rollover**: make sure you complete and send the ‘Transfer authority’ form to your current superannuation provider

Source of funds being invested (Tick most relevant option)

- retirement savings
- employment income
- business activities
- sale of assets
- inheritance/gift
- financial investments
- other

4. Contribution/rollover details

Please indicate below the amount of your contributions and/or rollover (please ensure that your previous superannuation provider has been instructed to rollover your funds).

**Contribution limits**: Please refer to the Product Disclosure Statement for information about contribution limits. You should speak to your financial adviser about these limits when considering your situation. Contributions made in excess of the limits will attract additional tax.

**Initial one-off contributions**

Minimum initial contribution is $3,000 or $1,500 if you are establishing a savings plan.

<table>
<thead>
<tr>
<th>Contribution type</th>
<th>Amount</th>
<th>Further details</th>
</tr>
</thead>
<tbody>
<tr>
<td>personal contribution</td>
<td>$</td>
<td>If you are eligible and intend to claim a tax deduction on these contributions you will also need to complete section 5.</td>
</tr>
<tr>
<td>spouse contribution</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>downsizer contribution</td>
<td>$</td>
<td>You will also need to complete a ‘Downsizer contribution into superannuation’ form (available from the ATO).</td>
</tr>
<tr>
<td>CGT contribution</td>
<td>$</td>
<td>You will also need to include a completed ‘Capital gains tax cap election’ form (available from the ATO).</td>
</tr>
<tr>
<td>personal injury</td>
<td>$</td>
<td>You will also need to include a completed ‘Contributions for personal injury election’ form (available from the ATO).</td>
</tr>
<tr>
<td>payment</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
4. Contribution/rollover details (continued)

Rollovers
If you are transferring from another super fund please provide the below details. You will also need to complete the ‘Transfer authority’ form for each rollover being requested and send it to your previous superannuation provider.

<table>
<thead>
<tr>
<th>Name of the previous institution</th>
<th>Policy/Account number</th>
<th>Approximate amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
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<td>$</td>
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<td>$</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Savings plan
Only complete this section if you would like to establish a savings plan to make regular contributions from a nominated bank account. You will also need to nominate a bank account in section 6, from which contributions will be deducted under the savings plan.

<table>
<thead>
<tr>
<th>Contribution type</th>
<th>personal</th>
<th>spouse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Tax deduction for personal contributions

Tax deduction for your personal contributions

Please refer to the Product Disclosure Statement for information about your eligibility to claim a tax deduction for your personal contributions.

I am eligible and intend to claim a tax deduction for my personal contributions of: $

This is your notice to us, to be effective from the later of the date of this application or the date that you become a member of the Super Plan, of the amount you intend to claim as a tax deduction in relation to Section 290-170 of the Income Tax Assessment Act 1997. We will deduct 15% contributions tax from this amount. This notice will be applicable for the current financial year unless you notify us in writing of your intention to vary this notice. We will send you an acknowledgement of the amount you wish to claim as a tax deduction which you will need to retain for tax purposes.
6. Bank account details
You can only nominate a bank account that is held in your name.

By providing your bank account details in this section, you accept the terms in the Direct Debit Request Service Agreement and authorise Perpetual to use these details for all future transaction requests that you nominate.

<table>
<thead>
<tr>
<th>Bank account 1</th>
<th>Bank account 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete your bank account details in this section and indicate what you</td>
<td>Only complete your account details in this section if you would like us to</td>
</tr>
<tr>
<td>would like us to use these bank account details for contributions, savings</td>
<td>debit a different bank account for your savings plan.</td>
</tr>
<tr>
<td>plan, withdrawals.</td>
<td></td>
</tr>
<tr>
<td>financial institution</td>
<td>financial institution</td>
</tr>
<tr>
<td>branch</td>
<td>branch</td>
</tr>
<tr>
<td>BSB account number</td>
<td>BSB account number</td>
</tr>
<tr>
<td>account name</td>
<td>account name</td>
</tr>
</tbody>
</table>

I request and authorise Perpetual Investment Management Limited, Debit User Identification Number 092646 to arrange for any amount Perpetual Investment Management Limited may debit or charge me to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified above, subject to the terms and conditions of the Direct Debit Request Service Agreement which is available from www.perpetual.com.au/wealthfocus-super-updates.aspx

signature of account holder A

signature of account holder B

date  /  / 

signature of account holder A

signature of account holder B

date  /  / 

### 7. Features

Indicate which optional features you would like applied to your account

<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>No</th>
<th>Frequency (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dollar cost averaging plan</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If no frequency is selected, monthly will be assumed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Select your investment options in Section 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➤ Note: you cannot select both dollar cost averaging and auto-rebalancing for the same account.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ per frequency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Auto-rebalancing</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If no frequency is selected, quarterly will be assumed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➤ Note: you cannot select both dollar cost averaging and auto-rebalancing for the same account.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➤ If you are investing in Perpetual Geared Australian investment option you must tick ‘Yes’ to the auto-rebalancing feature and complete the ‘investment strategy’ column in section 8.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BPAY (additional contributions)</strong></td>
<td></td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Investor Online Account Access</strong></td>
<td></td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>Note: an email address is required to register you for online account access</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Financial adviser Online Account Access</strong></td>
<td></td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>Note: your financial adviser can access information about your account online</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Marketing material</strong></td>
<td></td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>I would like to receive investment education material and be informed about Perpetual’s products, services and offers</td>
<td>yes (default)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Nomination of beneficiary</strong></td>
<td></td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>If you would like to nominate a beneficiary to receive your benefit on death complete the ‘Nomination of beneficiary’ form</td>
<td>yes (default)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- For each optional feature you have elected, please ensure you have read and understood the ‘Operating your account’ section in the PDS for that optional facility.
- If you have nominated an optional feature above, please ensure you complete all details in the relevant columns in the table in section 8.
## 8. Investment allocation

<table>
<thead>
<tr>
<th>Investment options</th>
<th>short code</th>
<th>initial investment</th>
<th>savings plan (min $100 per option)</th>
<th>dollar cost averaging plan</th>
<th>investment strategy (additional applications &amp; auto-rebalancing)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash</strong></td>
<td></td>
<td></td>
<td>$ or %</td>
<td>$</td>
<td>(remember to identify which feature you want in section 7) %</td>
</tr>
<tr>
<td>Perpetual Cash</td>
<td>PSCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fixed income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bentham Global Income</td>
<td>PISCSG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Macquarie Income Opportunities</td>
<td>PISUBY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OnePath Diversified Fixed Interest</td>
<td>PISNGI</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Diversified Income</td>
<td>PISDIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Dynamic Fixed Income</td>
<td>PISARF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schroder Fixed Income</td>
<td>PISDAB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vanguard Australian Fixed Interest Index</td>
<td>PISVGY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Property &amp; Infrastructure</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMP Capital Global Property Securities</td>
<td>PISAMG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lazard Global Listed Infrastructure</td>
<td>PISLGL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pendal Property Securities</td>
<td>PISHSP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vanguard Australian Property Securities Index</td>
<td>PISVGP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Australian shares</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ausbil Australian Active Equity</td>
<td>PISUBA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ausbil Australian Emerging Leaders</td>
<td>PISELF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fidelity Australian Equities</td>
<td>PISFID</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investors Mutual Australian Share</td>
<td>PISIMA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investors Mutual Future Leaders</td>
<td>PISIMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pendal Australian Equity</td>
<td>PISBTA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Australian Share</td>
<td>PSAS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Concentrated Equity</td>
<td>PISCEF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Ethical SRI</td>
<td>PISSRF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Geared Australian</td>
<td>PISGAF</td>
<td>(max 50%)</td>
<td>(max 50%)</td>
<td>(max 50%)</td>
<td></td>
</tr>
<tr>
<td>Perpetual Industrial Share</td>
<td>PSIS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual SHARE-PLUS Long-Short</td>
<td>PISSPF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perpetual Smaller Companies</td>
<td>PSSC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schroder Australian Equity</td>
<td>PISSCH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vanguard Australian Shares Index</td>
<td>PISVGA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 8. Investment allocation (continued)

<table>
<thead>
<tr>
<th>Investment options</th>
<th>short code</th>
<th>initial investment</th>
<th>savings plan (min $100 per option)</th>
<th>dollar cost averaging plan OR investment strategy (additional applications &amp; auto-rebalancing)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$ or %</strong></td>
<td>$ or %</td>
<td>$ or %</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

#### International shares
- Magellan Global: PISAAI
- MFS Global Equity: PISMFG
- Perpetual Global Share: PSIT
- Platinum Asia: PISPAF
- Platinum International: PISPLI
- T. Rowe Price Global Equity: PISTRP
- Vanguard International Shares Index: PISVIS
- Vanguard International Shares Index (Hedged): PISVGI

#### Diversified – conservative
- BlackRock Scientific Diversified Stable: PISBGC
- Perpetual Conservative Growth: PSCG

#### Diversified – balanced
- Perpetual Diversified Growth: PSDG
- Perpetual Diversified Real Return: PISDRR

#### Diversified – growth
- BlackRock Scientific Diversified Growth: PISBGG
- BlackRock Tactical Growth: PISUBB
- Morningstar Growth Real Return: PSBLG
- Perpetual Balanced Growth: PSBG
- Perpetual Split Growth: PSSG
- Schroder Balanced: PISSCG

#### Alternatives
- Aspect Diversified Futures: PISADF

**Total**

100%
9. Insurance cover

Would you like insurance cover?

- **no** please go to section 10
- **yes**

  Please complete the following short personal statement if you are under age 55 and applying for:
  - death only cover up to $1 million, or
  - TPD only cover up to $1 million, or
  - death and TPD cover up to $1 million, or
  - indemnity salary continuance cover up to $8,000 per month

If you do not satisfy the above conditions you will need to complete the separate ‘Insurance application’ form in the Insurance Book. For transfers of existing insurance cover, refer to the Insurance transfer form.

Is this a new application for insurance or an application to increase insurance cover?

- **new**
- **increase**

  (complete the boxes below with total amount of cover, not the amount of the increase)

### Type of insurance

<table>
<thead>
<tr>
<th>Type</th>
<th>Cover</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>death only</td>
<td></td>
<td>$ (min. $50,000)</td>
</tr>
<tr>
<td>or TPD only</td>
<td>TPD only</td>
<td>$ (min. $50,000)</td>
</tr>
<tr>
<td>death and TPD</td>
<td></td>
<td>$ (min. $50,000)</td>
</tr>
<tr>
<td>buyback option</td>
<td>yes</td>
<td>no (default)</td>
</tr>
<tr>
<td>salary continuance</td>
<td></td>
<td>$ per month (min. $500 per month)</td>
</tr>
</tbody>
</table>

(This cannot be greater than 85% of your monthly income, which includes a maximum 10% allowance for super contributions. That is your cover amount cannot be greater than 75% of your monthly income plus an optional 10% of your monthly income representing a super contribution component. For example if you have a monthly salary of $4,000 the maximum monthly cover amount you can have is 75% x $4,000 plus 10% x $4,000.)

What percentage of your cover amount indicated above represents a super contribution component?

- **%**

(This is optional and is a maximum of 10% of your monthly income.)

Please apply indexing to my sum insured:

- **yes** (default)
- **no**

### Salary continuance only (indemnity)

<table>
<thead>
<tr>
<th>Benefit period</th>
<th>2 years (to age 65 if earlier)</th>
<th>5 years (to age 65 if earlier)</th>
<th>to age 65</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waiting period</td>
<td>30 days</td>
<td>60 days</td>
<td>90 days</td>
</tr>
</tbody>
</table>

Please pay my insurance premium:

- proportionally according to my account balance
- from my investment option
- from my investment option with the highest balance

* If no selection is made or if the balance in your nominated investment option is insufficient, we will deduct premiums from the investment option with the highest balance.
Personal questionnaire:

1. Are you:
   a. an Australian citizen or holder of an Australian permanent resident visa? no yes
   b. a New Zealand citizen holding a current special category visa who is residing in Australia indefinitely? no yes

2. annual salary $ number of hours worked per week height (cm) weight (kg)
   occupation
   industry
   daily duties (including % time spent performing each duty)

3. Have you smoked tobacco or any other substance in the last 12 months? no yes

   If yes, please state forms and quantities:

4. Do you drink more than 20 standard drinks of alcohol per week? no yes

   If yes, please provide forms and quantities:

5. Do you engage in or intend to engage in any of the following: abseiling, aviation (other than as a passenger on a recognised airline), football (all codes including touch football), long-distance sailing, hang gliding, scuba diving, motor racing, non-competitive off-road motorcycle sport (trail bike/dirt bike riding/motocross), parachuting, powerboat racing, mountaineering, martial arts or any other hazardous activity? no yes

6. Have you ever suffered symptoms of, or had, or been told you have or received any advice or treatment for:
   • high blood pressure, high cholesterol, heart complaint, chest pain or stroke;
   • mental or nervous disorder including stress, anxiety, depression or neurological condition;
   • cancer or a tumour of any type;
   • back/joint disorder, arthritis, loss of limb or paralysis;
   • loss of sight of any eye(s) or blindness;
   • kidney, bladder, bowel or stomach disorder and or disease;
   • diabetes or liver disease (including hepatitis)? no yes

7. (a) Have you ever used any illicit drugs not prescribed by a medical practitioner? no yes

   (b) In the past 5 years have you:
      (i) engaged in male to male sexual activity without a condom (except in a relationship between you and only one other person where neither of you has had sex without a condom with anyone else in the past 5 years) or
      (ii) had sex without a condom:
         – with someone you know or suspect to be HIV positive or
         – with someone who injects non prescribed drugs or
         – with a sex worker or as a sex worker? no yes

8. At the date of this application, are you absent from work or unable to carry out all of the duties of your current or usual occupation on a full time basis, due to an injury or illness (even if you are not currently working on a full time basis or are unemployed)? no yes

   (This question does not apply to you if you are applying for death only cover).

9. Do you have existing life, disability or trauma cover on your life (including any current applications held with any insurer)? no yes

   If yes, please provide the policy details in the schedule below:

<table>
<thead>
<tr>
<th>Commencement date</th>
<th>Insurer</th>
<th>Type of cover</th>
<th>Amount of cover</th>
<th>To be replaced</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>no yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>no yes</td>
</tr>
</tbody>
</table>

If you answered ‘Yes’ to any of questions 3 to 8 above, please complete the separate ‘Insurance application’ form in the Insurance Book available at our website or by contacting us.
10. Member advice fee

Complete this section if you have agreed with your financial adviser to have an ongoing and/or one-off member advice fee deducted. In collecting this fee, Perpetual acts as an agent for your financial adviser.

**ongoing fee (including GST less any RITC available to the Fund)**

<table>
<thead>
<tr>
<th></th>
<th>% per annum</th>
<th>or</th>
<th>$ per month</th>
</tr>
</thead>
</table>

The ongoing member advice fee is to be paid:

- as a deduction pro rata across my investment portfolio (default) or
- from my [ ] investment option.

**one-off fee (including GST less any RITC available to the Fund)**

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
</table>

The one-off member advice fee is to be paid:

- as a deduction pro rata across my investment portfolio (default) or
- from my [ ] investment option.

We can refuse a request to pay a member advice fee.

For a financial adviser to receive a net (after GST) fee of a specified amount, multiply this amount by 1.025 to determine the amount that should be entered on the application form. For example, for a financial adviser to receive a net fee of $1,000, the amount entered on the application form should be $1,025.
11. Financial adviser use only

Insurance and ongoing commission
Where the applicant has a financial adviser: For accounts opened from 1 July 2014, I agree to rebate all insurance and/or ongoing commission. I acknowledge that if I do not agree to this then this application will be rejected and Perpetual is unable to pay this amount by law.

Financial adviser details and member advice fee
I consent to Perpetual acting as my agent to collect any member advice fee agreed in section 10 of this application form.

Where an ongoing member advice fee has been agreed with the member, I will promptly notify Perpetual if the member advice fee is terminated by the member or under the fee disclosure or opt in requirements of Division 3 of Part 7.7A of the Corporations Act (Future of Financial Advice).

<table>
<thead>
<tr>
<th>financial adviser name</th>
</tr>
</thead>
<tbody>
<tr>
<td>phone (after hours)</td>
</tr>
<tr>
<td>phone (business hours)</td>
</tr>
<tr>
<td>mobile</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>AFSL licensee name</td>
</tr>
<tr>
<td>AFSL number</td>
</tr>
<tr>
<td>Perpetual adviser name</td>
</tr>
<tr>
<td>Perpetual adviser number</td>
</tr>
<tr>
<td>dealer group</td>
</tr>
<tr>
<td>dealer branch</td>
</tr>
<tr>
<td>email address</td>
</tr>
<tr>
<td>financial adviser signature</td>
</tr>
<tr>
<td>date</td>
</tr>
</tbody>
</table>

12. Declaration and signature
I declare and agree that:

• I have read and understood the Product Disclosure Statement (PDS) and any relevant incorporated material for WealthFocus Super Plan and confirm I accept this offer in Australia
• all of the information provided in my application is true and correct
• I have read and understood the privacy disclosure as detailed in the PDS. I consent to my personal information being collected, held, used and disclosed in accordance with the privacy disclosure. I consent to Perpetual disclosing this information to my intermediary (named in this form) in relation to the investments described in this form. Where the intermediary named in this form no longer acts on my behalf, I will notify Perpetual of the change
• if I have received the PDS from the internet or other electronic means that I received it personally or a print out of it, accompanied by or attached to this application form
• I have read, understood and agree to be bound by, any additional restrictions in the PDS and any incorporated material and I agree to be bound by the provisions of the Trust Deed (as amended from time to time)
• if applicable, in the case of contributions, that I have read and understood the contribution eligibility rules in the PDS and that I am eligible to make or have contributions made for my benefit and will notify the Trustee if I am no longer eligible
• if I am claiming a personal tax deduction in relation to my contributions, I have:
  – not yet lodged my income tax return for the current year of income
  – not yet commenced a superannuation income stream based in whole, or part, on the contribution.
• where I have agreed to pay my financial adviser a member advice fee, this fee is for financial advice received relating to my investment in the Super Plan.
12. Declaration and signature (continued)

I acknowledge that:

• Perpetual is required to provide information, including my TFN, to the Australian Taxation Office (ATO) and will obtain information from the ATO in relation to my superannuation account

• neither the Trustee nor any other company in the Perpetual Group guarantees the repayment of capital or the performance of the Super Plan or any investment option

• Perpetual may contact me where required by using the email address provided on the application form. I will notify Perpetual of any change to my email address. I understand that failure to advise such a change may result in me not receiving correspondence relating to my investment.

The following declaration is applicable if you are applying for insurance cover

• Truth and Accuracy – I hereby declare that to the best of my knowledge and belief and where applicable:
  – all of the answers to questions on this application form are true and accurate and I have not deliberately withheld any information material to the proposed insurance
  – if I am transferring my existing insurance cover from another provider and this information is being provided directly to AIA Australia, this information is true and accurate at the time of transfer and I have not deliberately withheld any information material to the insurance cover that is being transferred and
  – all information I have provided to AIA Australia directly is true and accurate and I have not deliberately withheld any information material to the proposed insurance cover.

• Changes to Contract – I understand that I must advise the Insurer and the trustee of any material change in my health during the period between the application date shown below and the cover commencement date. I understand that my failure to advise of such a change may make the contract of insurance voidable by the Insurer.

• Acceptance of the application – I note that this application is subject to acceptance by the Insurer and that the insurance cover does not commence until I have been advised by AIA Australia or the Super Plan about acceptance of my application.

• Duty of Disclosure – I acknowledge that I have read and understood the Duty of Disclosure notice in accordance with the Insurance Contracts Act 1984 as detailed in the Features Book and Insurance Book.

Warning: You have a duty to disclose all information relevant to the Insurer’s decision to accept your application.

• Consent to provide personal health information to my financial adviser – I consent to allow Perpetual to provide my financial adviser with any personal health information to assist the Trustee and Insurer in assessing my application for insurance.

☐ I do not authorise my financial adviser to be provided with any personal health information submitted in relation to my application for insurance.

Perpetual Geared Australian investment option
(You must read and tick the box below if you have chosen to invest in the Perpetual Geared Australian investment option)

☐ I have thoroughly read the ‘Understanding investment risk’ section of the Features Book, ‘Gearing risk’ section of the Features Book and ‘Investment limits’ section of the Features Book. I understand the greater risks associated with my selection of the Perpetual Geared Australian investment option and that it has a suggested investment timeframe of seven years or more.

☐ I acknowledge and accept that, if the value of my investment in the Perpetual Geared Australian investment option has risen above or fallen below my nominated percentage allocation (or the default percentage allocation if I do not make a nomination) at my nominated review date (or the default frequency if I do not make a nomination) it will be automatically rebalanced to my nominated percentage allocation (or default percentage allocation) across my investments. I acknowledge that the buy/sell spread will apply to this rebalancing transaction.

Before you sign this application form, the Trustee or financial adviser is obliged to give you a PDS (which is a summary of important information relating to the Super Plan). The PDS will help you to understand the product and decide if it is appropriate to your needs.

<table>
<thead>
<tr>
<th>signature of member</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>print name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>date</th>
</tr>
</thead>
</table>

Important notes:

• If signing under power of attorney, the attorney certifies that he or she has not received notice of revocation of that power. The power of attorney, or a certified copy, must be sent to Perpetual, if not previously provided.

• Perpetual has the absolute discretion to accept or reject any application.

• Members should retain a copy of the PDS during the life of this PDS.

• A business day is a working day for Perpetual in Sydney.

Final checklist

Have you:

☐ Completed all sections of your application form?

☐ Signed your application form?

☐ Provided your financial adviser certified copies of your identification material?

☐ OR if you don’t have a financial adviser have you enclosed certified copies of your identification material?

Please send your completed application form to:

Reply Paid 4171
Perpetual WealthFocus Super Plan
GPO Box 4171
Sydney NSW 2001
13. **Identification verification (must be completed)**

The identity documentation requested below is required to meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. We cannot process your application without this information.

**Identity documentation**

Please provide a document from Part I. If you do not have a document from Part I, please provide the documents listed in Part II OR Part III.

- **If you are applying directly with Perpetual** - You will need to provide a certified copy of the document(s) with your application.
- **If you are lodging this application through a financial adviser** - You may provide a certified copy with your application OR have your financial adviser sight an original or certified copy of your document(s) and complete the ‘Record of verification procedure’ section in this form.

### PART I – Primary ID documents

**PROVIDE ONE OF THE FOLLOWING:**

- current Australian State/Territory driver’s licence containing your photograph
- Australian passport (current or a passport that has expired within the preceding 2 years is acceptable)
- current card issued under a State or Territory law for the purpose of proving a person’s age containing your photograph
- current foreign passport or similar travel document containing your photograph and signature

**OR**

### PART II – should only be completed if you do not own a document from Part I

**PROVIDE ONE OF THE FOLLOWING:**

- Australian birth certificate
- Australian citizenship certificate
- concession card such as a pension, health care or seniors health card issued by the Department of Human Services (excludes Medicare cards)

**AND PROVIDE ONE VALID DOCUMENT FROM THE FOLLOWING:**

- a document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to you and contains your name and residential address
- a document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by you to the Commonwealth (or by the Commonwealth to the individual), which contains your name and residential address.
- a document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to your address or to you (the document must contain your name and residential address)

**OR**

### PART III – should only be completed if you do not own document(s) from Part I OR Part II

**BOTH documents from this section must be provided**

- foreign driver’s licence that contains a photograph of you and your date of birth
- national ID card issued by a foreign government containing your photograph and your signature

Any documents written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.
13. Identification verification (continued)

How to certify your documents

A certified copy means a document that has been certified as a true and correct copy of a document by a person listed below, including all persons described in the Statutory Declarations Regulations 1993.

To create a certified copy, one of the persons listed below must write the following on the copy of the document.

‘I, [full name], [category of persons as listed below], certify that this [name of document] is a true and correct copy of the original. [signature and date]’

- An Australian bank, building society, credit union or finance company officer with a minimum of 2 years continuous service
- A fellow of the National Tax and Accountants’ Association
- An Australian judge of a court, Justice of the Peace or magistrate
- An Australian legal practitioner
- A notary public
- An Australian medical practitioner including dentist, nurse, optometrist, pharmacist, physiotherapist, psychologist or veterinary surgeon
- A permanent employee or agent of the Australian Postal Corporation with a minimum of 2 years continuous service
- An Australian federal, state or territory police officer
- A teacher employed on a full-time basis at an Australian school or tertiary education institution
- An accountant who is a full member of the Chartered Accountants Australia and New Zealand, CPA Australia, the Institute of Public Accountants or the Association of Taxation and Management Accountants
- An Australian Consulate or Diplomatic Officer
- An officer or authorised representative of an Australian Financial Services Licence holder with a minimum of 2 years continuous service with one or more licensees
- A person in a country other than Australia who is authorised by local law to administer oaths or affirmations or to authenticate documents (please list the local law providing this authority when certifying the document)

IMPORTANT: Please ensure that you have either

- enclosed certified copies of your identity documents OR
- agreed that your financial adviser will complete the ‘Record of verification procedure’ below.

Record of verification procedure (Financial adviser use only)

This section is to be used by financial advisers when a record of verification is provided, rather than certified copies of identity documentation.

<table>
<thead>
<tr>
<th>ID document details</th>
<th>Document 1</th>
<th>Document 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>verified from</td>
<td>original</td>
<td>certified copy</td>
</tr>
<tr>
<td>document name/type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>document issuer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>issue date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>expiry date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>document number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>accredited English translation</td>
<td>N/A</td>
<td>sighted</td>
</tr>
</tbody>
</table>

By completing and signing this record of verification procedure I declare that:

- an identity verification procedure has been completed in accordance with the AML/CTF rules, in the capacity of an AFSL holder or their authorised representative and
- the information provided in relation to the residency status for tax purposes is reasonable considering the identity documentation provided.

<table>
<thead>
<tr>
<th>AFS licensee name</th>
<th>AFSL number</th>
</tr>
</thead>
<tbody>
<tr>
<td>representative/employee name</td>
<td>phone number</td>
</tr>
<tr>
<td>signature</td>
<td>date verification completed</td>
</tr>
</tbody>
</table>
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Perpetual WealthFocus Super Plan
Product Disclosure Statement issue number 12 dated 1 March 2019
Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

NOMINATION OF BENEFICIARY FORM
Use this form to make a nomination of beneficiary for your superannuation benefits to be paid upon your death. This is an optional feature.

Please complete all pages of this form in black ink using BLOCK letters. Mark boxes with an (X) where applicable.

1. Personal details
Title
Mr  Mrs  Miss  Ms  other
first name(s) ___________________________
last name ___________________________
client number _________________________

2. Nomination
Perpetual offers three options of nominating a beneficiary to receive your superannuation benefit in the event of your death:
• A valid binding nomination is a legal instruction, whereby the Trustee is legally obligated to pay your superannuation benefits according to the binding nomination.
  – A binding non-lapsing nomination does not expire (it will continue until further instructed).
  – A binding lapsing nomination is valid for three years after it was signed by the member. A new form must be signed and delivered to the Trustee if you wish to continue your nomination. If no valid nomination is made Perpetual will pay your benefit to a dependant(s) or your Legal Personal Representative. Your binding lapsing nomination will also cease to have effect if you subsequently marry, remarry or divorce.
To be effective, you must sign your binding nomination before two witnesses who are each at least 18 years old, and who are not nominated as a beneficiary.
• A non-binding nomination is simply your recommendation to the Trustee as to whom it may pay your superannuation benefit. It is not binding on the Trustee, and the Trustee will use discretion when determining who to pay benefits to. This type of nomination does not require witness signatures.

Nomination type:
(only choose one)  binding non-lapsing  binding lapsing  non-binding (no witness signatures required)

IMPORTANT – before you complete the table below:
• If this is a binding nomination please post this form as we need an original form – please do not send via fax or email.
• To establish a valid nomination ensure no alterations are made on this form.
• Column D below (Share of death benefit) must total 100%.
• Before you make a nomination remember: You can nominate your legal representative and/or one or more of your dependants as defined under Superannuation Law.

If you have insufficient room to list all beneficiaries, please complete an additional Nomination of Beneficiary form and attach to this form.

<table>
<thead>
<tr>
<th>A) Nominated beneficiary (full name)</th>
<th>B) Relationship to you</th>
<th>C) Date of birth</th>
<th>D) Share of death benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Personal Representative (your estate)</td>
<td>N/A</td>
<td>N/A</td>
<td>%</td>
</tr>
<tr>
<td>If you have nominated 100% of the benefit allocation to your Legal Personal Representative do not complete any further nominations.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>spouse</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>child</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>interdependant</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>financial dependant</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>spouse</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>child</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>interdependant</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>financial dependant</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>spouse</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>child</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>interdependant</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>financial dependant</td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

Perpetual WealthFocus Super Plan – Nomination of beneficiary_1 of 2
### 3. Declaration

By making the nomination in this form:

- I understand that I must send this form to the Trustee, and that when this form is accepted by the Trustee it will replace and revoke any existing nominations. I understand that I can revoke, amend, or make a new beneficiary nomination by completing another form.

- Where I have made **binding nominations**, I direct the Trustee to distribute the benefit payable to me in the event of my death in accordance with this form. I understand this nomination will be binding on the Trustee only if validly completed. I agree that the Binding Benefit Nomination Rules in the trust deed apply to my nomination.

- Where I have made **non-binding nominations**, I recommend the Trustee exercise discretion to distribute the benefit payable to me in the event of my death by considering the beneficiaries named in this form. I understand this nomination is not binding on the Trustee.

**Signature of member (in black ink)**  
**Note:** This form cannot be signed under Power of Attorney

<table>
<thead>
<tr>
<th>full name</th>
<th>declaration date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Witness declaration (for binding nominations only)**

<table>
<thead>
<tr>
<th>Witness 1</th>
<th>Witness 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>I declare that I am over the age of 18 and this binding nomination was signed by the member in my presence and the presence of the other witness on the declaration date.</td>
<td>I declare that I am over the age of 18 and this binding nomination was signed by the member in my presence and the presence of the other witness on the declaration date.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>full name</th>
<th>full name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>date*</th>
<th>date*</th>
</tr>
</thead>
<tbody>
<tr>
<td>/</td>
<td>/</td>
</tr>
</tbody>
</table>

*In order to make a valid nomination, the witness date and declaration date MUST be the same.

### Checklist

Please note this form cannot be accepted if alterations are made. In the event of an error please complete a new Nomination of Beneficiary form.

To ensure that your nomination is processed correctly, please check you have:

- completed all of your personal details and your beneficiaries’ details
- in section 2, column D (Share of death benefit) written amounts that total to 100%
- signed and dated the declaration, and
- your two witnesses’ completed details and signatures (binding nominations only)

**Beneficiary nominations**

To receive the death payment, your nomination must be one of the following categories at the date of your death:

- your spouse (legal, same sex or opposite sex de facto)
- your child (including an adopted, step or ex-nuptial child or a child of your spouse)
- in an interdependency relationship with you. An interdependency relationship exists between two people if they have a close personal relationship, live together and one or each of them provides the other with financial support, domestic support and personal care. If a close personal relationship exists but the other requirements for interdependency aren’t satisfied because of a physical, intellectual or psychiatric disability, then there is also an interdependency relationship
- a person who is wholly or partially financially dependent on you
- your Legal Personal Representative (LPR). Your LPR is a person who is the executor of your will or an administrator of your estate.

**Non-binding nominations**

- can also be emailed or faxed:
  
  | Email: investments@perpetual.com.au |
  | Fax: 02 8256 1427 |

**Your privacy**

Privacy laws apply to our handling of personal information. We will collect, use and disclose your personal information in accordance with our privacy policy. You have a right to seek access to information which we hold about you, although there are some exceptions to this. Our Privacy Policy is publically available at our website or you can obtain a copy free of charge by contacting us.
CHOICE OF SUPER FUND

You can generally ask your employer to pay your super contributions to the super fund of your choice.

By completing this form you’ll be asking your employer to pay your super contributions to your Perpetual WealthFocus Super Plan account. This form provides a letter from the Trustee of the WealthFocus Super Plan stating it is a complying superannuation fund, and that it accepts employer contributions (overleaf) and information about how your employer can make contributions to the Super Plan on your behalf.

Instructions for completing this form:
1. If you are not already a WealthFocus Super Plan member you will need to apply first;
2. Complete and sign this form; and
3. Submit this form to your employer.

1. Details of my chosen super fund
I request that all future super contributions be paid as follows:

<table>
<thead>
<tr>
<th>fund name</th>
<th>Perpetual WealthFocus Superannuation Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>address</td>
<td>GPO Box 4171</td>
</tr>
<tr>
<td>sydney nsw 2001</td>
<td></td>
</tr>
<tr>
<td>account number</td>
<td></td>
</tr>
<tr>
<td>fund Australian Business Number (ABN)</td>
<td>41 772 007 500</td>
</tr>
<tr>
<td>unique Superannuation Identifier (USI):</td>
<td>PER 0068AU</td>
</tr>
<tr>
<td>fund bank account</td>
<td>082-001</td>
</tr>
<tr>
<td>fund bank account number</td>
<td>647148575</td>
</tr>
</tbody>
</table>

2. I request that all future employer contributions are made to the fund specified above

| employer name(s)  |                                          |
|--------------------|                                          |
| employee name      |                                          |
| TFN                |                                          |
| date of birth      |                                          |
| signature of employee |                                        |
| date               |                                          |

Employers can make SuperStream compliant super contributions for employees using the fund details provided above.

3. This section is for your employer to read and to complete
Don’t send a copy of this form to us or to the ATO. You must keep a copy for your own records for a period of five years.

Provided all fields are completed and this form is signed by your employee, any super contributions you make in the two months after receiving this form can be made either to your nominated super fund (your default fund) or to the employee’s new chosen super fund. Super contributions after the two months must be made to the employee’s new chosen super fund.

| date form received |                                          |
|--------------------|                                          |
| date you act on your employee’s choice |                                          |

4. How to make super payments
All employers need to be aware of their obligations to make superannuation payments as prescribed by the SuperStream standard. Information about SuperStream is available at www.ato.gov.au/Super/SuperStream. Employers can make SuperStream compliant super contributions for employees using the fund details provided above.

Contact us on 1800 003 001 if you need assistance understanding your employer super obligations or making payments for your employees.
COMPLYING FUND STATEMENT

To Whom It May Concern,

Perpetual WealthFocus Superannuation Fund
(Perpetual WealthFocus Super Plan and Pension Plan)
Australian Business Number (ABN): 41 772 007 500
RSE Registration No. R1057010
Unique Superannuation Identifier (USI): PER0068AU (Super Plan)
Unique Superannuation Identifier (USI): PER0403AU (Account Based Pension Plan)

Complying Fund Statement
Perpetual WealthFocus Superannuation Fund (the Fund) is a complying superannuation fund and a resident regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1993 and the Trustee of the fund has not received a written notice directing the Trustee not to accept any contributions made to the Fund by an employer-sponsor.

Contribution acceptance section
The Fund accepts all contribution types including superannuation guarantee contributions from any employer on your behalf.

Yours faithfully

Directors
Perpetual Superannuation Limited
# Transfer Authority

## 1. Applicant Details

You must complete a separate Transfer authority for each fund you are transferring from. Please photocopy as many forms as you need and send to each fund you are rolling your money from. We will follow up outstanding rollovers with the rollover institution on two occasions within the first 60 days of receiving your application.

### Applicant Details

<table>
<thead>
<tr>
<th>title</th>
<th>Mr</th>
<th>Mrs</th>
<th>Miss</th>
<th>Ms</th>
<th>other</th>
</tr>
</thead>
<tbody>
<tr>
<td>first name(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>last name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>other/previous names</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>tax file number*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Under the superannuation industry (Supervision) Act 1993, you are not obliged to disclose your tax file number, but there may be tax consequences if you do not provide it.

### Contact Information

<table>
<thead>
<tr>
<th>gender</th>
<th>male</th>
<th>female</th>
</tr>
</thead>
<tbody>
<tr>
<td>phone (after hours)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>phone (business hours)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>residential address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>suburb (if relevant)</td>
<td>OR</td>
<td>city</td>
</tr>
<tr>
<td>state</td>
<td></td>
<td>postcode</td>
</tr>
</tbody>
</table>

If the address held by your 'FROM' fund is different to your current address, please give details below.

### Previous Address

| previous address | | |
| suburb (if relevant) | OR | city |
| state | | postcode |

## 2. Fund Details

### FROM

<table>
<thead>
<tr>
<th>fund name</th>
<th>fund address</th>
<th>fund phone number</th>
<th>membership or account number</th>
<th>Australian business number (ABN)</th>
<th>Unique superannuation identifier</th>
</tr>
</thead>
</table>

### TO

<table>
<thead>
<tr>
<th>fund name</th>
<th>fund phone number</th>
<th>client number (if known)</th>
<th>account number (if known)</th>
<th>Australian business number (ABN)</th>
<th>Unique superannuation identifier</th>
</tr>
</thead>
</table>

If you have multiple account numbers with this fund, you must complete a separate form for each account you wish to transfer.

I authorise the transfer of the total value or partial value of my benefit in the above superannuation fund or policy to: Perpetual Superannuation Limited, Perpetual WealthFocus Super Plan, GPO Box 4171, Sydney NSW 2001.

Send the Rollover Benefit Statement directly to Perpetual.

---

Perpetual WealthFocus Super Plan - Transfer authority [1 of 2] 61
3. Proof of identity
If you do not provide proof of identity with this form your ‘FROM’ fund may not release your benefit and delay transferring it to us until you do.

☐ I have attached a **certified** copy of my driver’s licence or passport

or

I have attached **certified** copies of my:

☐ Birth/Citizenship Certificate or Centrelink Pension Card

AND

☐ Centrelink payment letter or Government or local council notice (less than one year old) with name and address

**Certification of personal documents**
All copied pages of ORIGINAL proof of identification documents (including any linking documents) need to be certified as true copies by an individual approved to do so (see below).

The person who is authorised to certify documents must sight the original and the copy and make sure both documents are identical, then make sure all pages have been certified as true copies by writing or stamping ‘certified true copy’ followed by their signature, printed name, qualification (eg Justice of the Peace, Australia Post employee, etc) and date.

The following people are authorised to certify documents:

- a permanent employee of Australia Post with five or more years of continuous service
- a finance company officer with five or more years of continuous service (with one or more finance companies)
- an officer with, or authorised representative of, a holder of an Australian Financial Services Licence (AFSL), having five or more years continuous service with one or more licensees
- a notary public officer
- a police officer
- a registrar or deputy registrar of a court
- a Justice of the Peace
- a person enrolled on the roll of a State or Territory Supreme Court or the High Court of Australia, as a legal practitioner
- an Australian consular officer or an Australian diplomatic officer
- a judge of a court
- a magistrate, or
- a Chief Executive Officer of a Commonwealth court.

4. Authorisation
By signing this request form I:

- declare I have fully read this form and the information completed is true and correct
- am aware I may ask my superannuation provider for information about any fees or charges that may apply, or any other information about the effect this transfer may have on my benefits, and do not require any further information
- consent to my tax file number being disclosed for the purposes of consolidating my account
- discharge the superannuation provider of my ‘FROM’ fund of all further liability in respect of the benefits paid and transferred to my ‘TO’ fund.

I request and consent to the transfer of superannuation as described above and authorise the superannuation provider of each fund to give effect to this transfer.

<table>
<thead>
<tr>
<th>first name(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>last name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>signature</th>
<th>date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>/</td>
</tr>
</tbody>
</table>
COMPLIANCE LETTER

This letter can be provided to the fund you are rolling over from in order to confirm that Perpetual WealthFocus Super Plan is part of a complying fund.

To Whom It May Concern,

Perpetual WealthFocus Superannuation Fund
(Perpetual WealthFocus Super Plan)
RSE Registration No. R1057010
Australian Business Number (ABN): 41 772 007 500
Superannuation Product Identification Number (SPIN): PER0068AU (Super Plan)

<table>
<thead>
<tr>
<th>Unique Superannuation Identifier</th>
<th>PER0068AU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Name</td>
<td>PIWL Super Apps</td>
</tr>
<tr>
<td>BSB</td>
<td>082001</td>
</tr>
<tr>
<td>Account Number</td>
<td>647148575</td>
</tr>
</tbody>
</table>

Perpetual WealthFocus Superannuation Fund (the Fund) is a complying superannuation fund constituted under a trust deed dated 26 May 1995 (as amended) (Trust Deed). The Trustee of the Fund is Perpetual Superannuation Limited.

The Trust Deed complies with the preservation and portability standards currently imposed on complying superannuation funds under the Superannuation Industry (Supervision) Act 1993 (Cth) and Regulations.

Yours faithfully

Directors, Perpetual Superannuation Limited
CONTACT DETAILS
For further information, or a copy of any of our product disclosure statements, please contact Perpetual.

WEBSITE
www.perpetual.com.au

EMAIL
investments@perpetual.com.au

PHONE
During business hours (Sydney time)
1800 022 033 – for investors
1800 062 725 – for intermediaries

POSTAL ADDRESS
No stamp required if posted in Australia
Reply Paid 4171
Perpetual WealthFocus Super Plan
GPO Box 4171
Sydney NSW 2001
**Australian Capital Territory**  
Level 6  
10 Rudd Street  
Canberra ACT 2601

**New South Wales**  
Angel Place  
Level 18  
123 Pitt Street  
Sydney NSW 2000

**Queensland**  
Central Plaza 1  
Level 15  
345 Queen Street  
Brisbane QLD 4000

**South Australia**  
Level 11  
101 Grenfell Street  
Adelaide SA 5000

**Victoria**  
Rialto South Tower  
Level 29  
525 Collins Street  
Melbourne VIC 3000

**Western Australia**  
Exchange Plaza  
Level 29  
2 The Esplanade  
Perth WA 6000

www.perpetual.com.au