Perpetual WealthFocus Super Plan

Supplementary Product Disclosure Statement

About this Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) updates the Perpetual WealthFocus Super Plan Product Disclosure Statement – Part 1 issue number 14 dated 1 October 2022 (PDS).

This SPDS should be read in conjunction with the PDS. Terms defined in the PDS have the same meaning when used in this SPDS.

Purpose of this SPDS

The purpose of this SPDS is to notify investors of the material updates and changes as set out below.

ASIC Interim Order - Perpetual Geared Australian investment Option (the "Investment Option")

The Interim Order in relation to the Target Market Determination ("TMD") for the underlying fund of the Perpetual Geared Australian investment option made by ASIC on 24 November 2022 ("Order") has now been revoked.

As a result, on and from 15 December 2022:

- the offer for the Investment Option under the PDS has recommenced; and
- we will resume accepting applications and issuing units in the Investment Option in accordance with the terms of the PDS, as supplemented by this SPDS.

The TMD for the Perpetual WealthFocus Super Plan has been updated and is available on our website.

SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT DATED 15 DECEMBER 2022





Understanding investment risk

Investment strategy risks

The following section is inserted immediately before the heading "Managing the risks":

Additional investment option specific investment strategy risks

Without limiting the existing disclosure of investment risks or the application of the below to other investment o, the following are specific risks associated with the investment strategies of the Perpetual Geared Australian investment option and Perpetual Global Innovation Share investment option.

Asset class concentration risk – Investing in an investment option with a smaller number of investments or exposure to solely one asset class such as Australian shares may lead to more volatile returns than investing in an investment option with a more diversified portfolio with a larger number of positions or exposure to multiple asset classes.

Drawdown risk - The risk of a steep decline in value of a single investment or an investment portfolio from a relative peak. Any time taken to recover a drawdown can vary considerably due to the nature of the underlying assets, the investment strategy, and the size of the drawdown.

Investment volatility risk – The risk there is a high level of volatility in the value of your investment because of a particular asset class or investment strategy. The value of your investment may vary significantly from day to day.

Additionally, for the Perpetual Geared Australian investment option, please also refer to Gearing risk and Portfolio Concentration Risk. For the Perpetual Global Innovation Share investment option please refer to the Industry sector risk and Portfolio Concentration Risk.

Operating your account

Investments

The following wording is inserted in the *Investments* section as a new last paragraph:

If you are non-advised member (which is a member without a financial adviser listed on the application form), you may be required to undertake a Target Market Assessment in relation to your investment in an investment option as part of your application (see 'How units are issued' in the 'Operating your account' section for more information).

How units are issued

The wording in the *How units are issued* section is deleted and replaced as follows:

When you invest in the Super Plan, you will be allocated units in the relevant investment option(s) you choose. The value of your Super Plan account will vary as the daily unit prices of the investment options change to reflect increases or decreases in the market value of the underlying assets.

Generally, if our Sydney office receives and accepts your investment application 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.

Applications received electronically or otherwise from non-advised members will be subject to Perpetual undertaking an assessment to determine whether such investors are likely to be within an investment option's target market as described in the TMD for Perpetual WealthFocus Super Plan (Target Market Assessment). The Target Market Assessment is a series of questions non-advised members will be asked in order for us to understand whether they are within the target market for an investment option. If you are required to undertake a Target Market Assessment, we will typically contact you within 5 business days of receiving your application, however, it may take longer to complete the Target Market Assessment. For non-advised direct members, accepting your application includes us completing the Target Market Assessment.

Once your Target Market Assessment is completed, we will inform you of the outcome of the assessment and based on responses to certain filtering questions:

- if you are assessed as being unlikely to be in the target market for the investment option, your application into the investment option will not be accepted
- otherwise, your investment application will be accepted and processed using the entry price applicable to the business day
 when your completed application is accepted, subject to the discretions as set out below.

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' in the 'Additional information' section for details about asset valuations and unit prices.

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

Accepting your application includes verifying your identity (see 'Anti-money laundering/counter-terrorism financing laws' in the 'Additional information' section for more information).

We have the discretion:

- not to accept applications and can delay processing them if we believe that's in the best interests of investors or if required by law ((see 'Suspension of applications, switches and withdrawals' in the 'Additional information' section for more information)
- to accept lower investment amounts
- to delay or defer the acceptance of an application, if you are a non-advised member while we collect information about your circumstances to understand whether you are likely to be within the investment option's target market.

Perpetual has the absolute discretion to accept, reject or limit any application and where an application is rejected or limited in any way (including if it is deferred or delayed), Perpetual is not liable for any loss you suffer (including indirect or consequential loss) as a result.

For further information contact us on 1800 022 033 (for investors) or 1800 062 725 (for advisers).



Perpetual WealthFocus Super Plan

Features Book



Important notes

The Product Disclosure Statement (PDS) for Perpetual WealthFocus Super Plan 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 41772 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 as 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 'PIML' 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 intermediates. A 'financial adviser' means the 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 091142 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 objectives, financial situation or needs. This PDS may also help when comparing the Super Plan to others you may be considering.

We recommend that you consider the appropriateness of this information having regard to your objectives, financial situation and needs and 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 on 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 on our website or by contacting us, including the Target Market Determination (TMD) for the Fund.

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.



Contents

Important notes	inside front cover
Welcome to WealthFocus	3
What is Perpetual WealthFocus?	3
The key benefits of investing in Perpetual WealthFocus	3
WealthFocus Super Plan at a glance	4
Understanding investment risk	5
The risks of investing	5
Managing the risks	7
Superannuation and WealthFocus	9
Investing in superannuation	9
Superannuation choice of fund	12
Accessing your superannuation benefit	12
Fees and other costs	14
Fees and costs summary	14
Example of annual fees and costs	15
Cost of product information	16
Additional explanation of fees and costs	16
Operating your account	24
Investments	25
Switches	26
Withdrawals	27
Instructions and changes	28
Authorised representative	28
myPerpetual online access	28
Interest earned on application and withdrawal accounts	28
Insurance cover	29
Tax	31
Super Plan	31
Members	31
Goods and services tax (GST)	33
Additional information	34
Your cooling-off rights	34
How units are priced and investments are valued	34

Reporting	34
Inquiries and complaints	35
Your privacy	35
Anti-money laundering/counter-terrorism financing laws	36
Superannuation benefit transfers to the ATO	36
Superannuation and family law	37
Bankruptcy	37
Death benefits	37
Investments and social security	38
Trust Deed	38
Relationship between the Trustee and underlying investment options	38
Our liability	38
Your rights as a member	38
Members' liability	38
Suspension of applications, switches and withdrawals	38
Delays in calculating and publishing unit prices	39
Other conditions	39
Incorporation by reference	39
Other documents	39
Applying for an investment	40
Forms	
Super Plan application	
Nomination of beneficiary	
Choice of super fund	
Complying fund statement	
Transfer authority	
Compliance letter	

inside back cover

Contact details

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.

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 PIML 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.

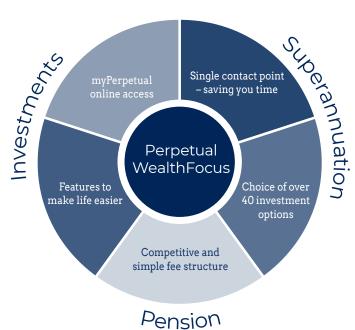
® Registered to BPAY Pty Ltd ABN 69 079 137 518.



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 Investment Management Limited is the responsible entity of the underlying registered managed investment schemes into which the investment options generally invest.



WealthFocus Super Plan at a glance

Perpetual WealthFocus Super Plan offers a flexible and generally tax-effective solution for all your retirement savings needs.

Choice of investments	Summary information	Further information
A range of investment options	More than 40 investment options to choose from	Investment Book
A range of investment styles	More than 15 investment managers to choose from	Investment Book
Current minimum amounts	Summary information	Further information
Initial investment in Super Plan	\$3,000 (\$1,500 with savings plan)	Operating your account
Initial investment/balance per investment option	\$1,000	Operating your account
Additional investment per investment option	\$1,000 (\$100 by savings plan)	Operating your account
Investment option switch	\$1,000 (\$100 for dollar cost averaging plan)	Operating your account
Withdrawal ¹	\$1,000	Operating your account
Account balance	\$1,000 (after any withdrawal)	Operating your account
Optional features	Summary information	Further information
Insurance	Optional cover for death only, total and permanent disablement only, death and total and permanent disablement and/or salary continuance	Insurance cover
Direct debit	For authorising us to debit your nominated account directly to make your initial and/or additional contributions	Operating your account
BPAY	For making additional contributions electronically	Operating your account
Savings plan	For making regular contributions by direct debit	Operating your account
Switching	For restructuring your investment portfolio	Operating your account
Dollar cost averaging plan ²	For gaining exposure to investments gradually over time	Operating your account
Auto-rebalancing ²	For maintaining your investment strategy	Operating your account
myPerpetual online access	For accessing and viewing your investment information, transacting on your account and updating your personal details online	Operating your account
Online communications	You can elect to receive all communications relating to your investment in the Fund (including reporting) online.	Operating your account
Reporting	Summary information	Further information
Initial investment statement	For your initial investment	Reporting
Additional investment statement	For each additional investment (except savings plan contributions)	Reporting
Investment restructure statement	For every one-off investment option switch	Reporting
Partial withdrawal statement	For every partial withdrawal	Reporting
Withdrawal (exit) statement	When you make a full withdrawal from the Super Plan	Reporting
Periodic statements	Annual as at 30 June	Reporting
Annual report	Provided at our website (copy by mail available on request)	Reporting
Section 290-170 notice ³	Yearly as at 30 June	Reporting

¹ See 'Accessing your superannuation benefit' in the 'Superannuation and WealthFocus' section and 'Withdrawals' in the 'Operating your account' section for more information on withdrawals.

 $^{2\}quad You\ can't\ choose\ both\ a\ dollar\ cost\ averaging\ plan\ and\ auto-rebalancing.$

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 (in no particular order) 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

Type of risk	Description of risk	
Market and economic risk	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, the causes of which may include changes in governments or government policies, political unrest, wars, terrorism, sanctions, pandemics and natural, nuclear and environmental disasters. The duration and potential impacts of such events can be highly unpredictable, which may give rise to increased and/or prolonged market volatility.	
Asset risk	A particular asset that a fund invests in may fall in value, which can result in a reduction in the value of your investment.	
ESG risks	Inadequate consideration of issues related to environmental, social, governance (ESG) and ethical factors may mean that investment values are adversely impacted. Additionally, a fund's ESG approach could cause it to perform differently compared to funds that have a different approach. The application of a fund's ESG approach may affect the fund's exposure to certain issuers, industries, sectors, and factors that may impact the relative financial performance of the fund – positively or negatively – depending on whether such investments are in or out of favour.	
Interest rate risk	Both prevailing interest rates and changes in interest rates may have a negative impact, either directly or indirectly, on investment returns.	
Credit risk	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.	
Currency risk	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. Currency management or hedging strategies may not necessarily provide protection against adverse currency movements.	
Liquidity risk	The absence of an established market or shortage of buyers for certain types of investments 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.	
Derivatives risk	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.	
	Losses arising from the realisation of a derivative position may adversely impact a fund's distributable income.	
	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' in the Investment Book for details about how derivatives may be used by the investment managers of the underlying funds.	
Counterparty risk	A loss may occur if the other party to a contract, including derivatives contracts or lending arrangements (cash or stocks), defaults on their obligations under the contract.	
Investment strategy risks	An underlying fund's investment strategy may involve specific risks, which can include gearing risk, short-position risk, prime broker risk, portfolio concentration risk, company risk, smaller company risk and industry sector risk – see the following 'Investment strategy risks' for details.	

Other	The following risks are inherent within any of the investment options:		
investment risks	• 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' in the 'Additional information' section for further information		
	an underlying investment 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.		
Legal and regulatory risk	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.		
Conflicts risk	Conflicts of interest may arise between related parties appointed to provide services to the Fund.		
Operational and cyber risks	The Fund's operations may be adversely impacted by breakdowns in internal/external administrative processes or circumstances beyond our reasonable control, such as failure of technology or infrastructure, or natural disasters.		
	Despite security measures, fraud, data loss/damage or business disruption may result from cyber threats against or unauthorised infiltration of our technology systems and networks or those of our service providers.		

Investment strategy risks

Gearing risk

The Fund can't use gearing as an investment strategy, but some of the underlying investment 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).

Consequently, the greater the level of gearing in a geared fund, the less the fall in asset value needs to be for a total loss of your investment capital.

Example

Your investment amount	\$1,000	\$1,000	
Fund gearing level	nil	50%	
Amount borrowed by fund	n/a	\$1,000	
Amount invested in the market	\$1,000	\$2,000	
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 gearing level for a geared fund may change regularly due to factors such as market movements, applications, withdrawals or changes to the amount borrowed. In certain circumstances, it may be necessary to suspend withdrawals to manage the fund's gearing position within its approved limits and protect the interests of all investors in the fund (see 'Suspension of applications, switches and withdrawals' in the 'Additional information' section for more detailed information in relation to Perpetual Geared Australian investment option).

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 investment 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

Number of securities borrowed	1,000	1,000
Market price when borrowed securities are sold	\$10	\$10
Proceeds from sale of borrowed securities	\$10,000	\$10,000
Market price when securities are repurchased to return to lender	\$8	\$12
Cost to repurchase securities	\$8,000	\$12,000
Profit/(loss) from short position (before any borrowing costs)	\$2,000	(\$2,000)

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

PIML in its capacity as the responsible entity of the underlying investment 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 investment funds and any other services agreed between the parties.

When one of these underlying investment funds borrows securities or cash, the prime broker is entitled to take collateral from the assets of the particular underlying investment 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 investment fund retains the relevant liability. Therefore, there is a risk that if the prime broker becomes insolvent whilst the underlying investment fund remains indebted to the prime broker, the investment assets of the underlying investment fund may not be returned in full.

Other underlying investment 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.

Company risk

When an investment in a company is made, an investor is exposed to many risks to which the company is exposed and may impact the value of the security. 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.

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.

Industry sector risk

Investing in an investment option primarily with exposure to a single industry sector (eg 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.

Managing the risks

How we manage risk

Investment risks

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

Please refer to 'Use of derivatives' in the 'Investment Book' for details about how derivatives may be used by the investment managers of their underlying funds for managing risks.

Investment limits for 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' in the 'Operating your account' section for further information) at the frequency shown in the following table.

Auto- rebalancing feature ¹ selected?	Auto- rebalancing frequency ¹ nominated?	Compulsory rebalancing occurs
Yes ²	Yes	At the frequency you have nominated for auto-rebalancing ¹
Yes²	No	Quarterly – the next unit pricing date on or after (as applicable) the 24th of January, April, July and October ³
No	N/A	Yearly – the next unit pricing date on or after (as applicable) the 24th of July ³

- 1 See 'Auto-rebalancing' in the 'Operating your account' section for details.
- 2 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.
- 3 Or the next business day if this date is not a business day.

The buy/sell spread (see 'Buy/sell spread' in the 'Fees and other costs' section for further information) will apply to these rebalancing transactions.

Conflicts risk

Perpetual Group has policies and procedures in place to manage any conflicts of interest, which ensure Perpetual's appointment and supervision of any related party is on arm's length terms and that any such related party performs its functions to the same standard as if the parties were not related and in the best interest of investors.

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' in the 'Operating your account' section for more details).

Superannuation and WealthFocus

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 the 'Tax' section 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 following 'Eligibility for superannuation contributions' table.

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.

Eligibility for superannuation contributions

Your situation	Concessional contributions			5	Non-concession	nal contributions
	Fro	From your employer		Personal	Personal	From your
	SG ¹	Award	Voluntary			spouse
You are under age 75 ²	•	•	•	•3	•4	•
You are aged 75 or over		•			_• 5	

- 1 SG (Superannuation Guarantee) Your employer is generally required to pay contributions on your behalf (currently 10.5% of your salary and scheduled to increase gradually to 12%).
- 2 Contributions must be received by us within 28 days after the end of the month in which the member turns 75.
- 3 Members aged 67 and over must meet the work test (whereby you must have worked at least 40 hours in a period of no more than 30 consecutive days during the financial year) or work test exemption if they intend to claim a personal tax deduction for their contributions.
- 4 For members aged 60 or over, non-concessional personal contributions can include downsizer contributions of up to \$300,000 from the proceeds following the sale of their principal residence (see 'Downsizer contributions' in this section for further information).
- 5 The only type of non-concessional contribution that can be made after age 75 are downsizer contributions (see 'Downsizer contributions' in this section 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.

You can obtain further information about contribution limits, including details of any updated threshold amounts each year, from www.ato.gov.au.

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 \$27,500 for the 2022/2023 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 the 'Tax' section 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 less than \$500,000 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. You can check your details of any unused concessional contributions cap using the Australian Taxation Office (ATO) online services through myGov.

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 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, \$110,000 for the 2022/2023 financial year), provided you have a total superannuation balance of less than \$1.7 million as at 30 June 2022. Members under age 75 with a total superannuation balance under \$1.59 million² will be eligible to bring forward their non-concessional contributions cap, depending on their total superannuation balance, as shown in the following table.

Non-concessional contributions cap/bring forward rules

Total super balance at 30 June 2022	Non-concessional contributions cap/bring forward rules
\$1.7 million or more	\$0, no bring forward
\$1.59 million to less than \$1.7 million	\$110,000, no bring forward period
\$1.48 million to less than \$1.59 million	\$220,000, two-year bring forward period
Less than \$1.48 million	\$330,000, three-year bring forward period

2 The \$1.59 million threshold is the general transfer balance cap (\$1.7 million from 1 July 2021) less the annual non-concessional contributions cap (\$110,000 for the 2022/2023 financial year).

If an individual has triggered a bring forward arrangement before 1 July 2021, their bring forward amount for non-concessional contributions is limited to \$300,000.

Excess non-concessional contributions attract additional tax (see the 'Tax' section 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 criteria below are exempt from the non-concessional contributions limit and are excluded from a member's total superannuation balance.

Qualifying criteria:

- 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 of the personal injury settlement payment 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)
- The individual must ensure that the fund is aware that the contribution is being made under this exemption by completing a 'Contributions for personal injury election' form (available from the ATO website) and providing it to the fund before or when making the contribution.

Downsizer contributions

Members aged 60 or over can make additional contributions of up to \$300,000 from the proceeds following the sale of their principal residence (which they must have owned for the past 10 or more years), provided they meet the below criteria:

- both members of a couple can contribute in respect of the same house
- the contribution amount is exempt from the \$1.7 million total super balance test for making non-concessional contributions
- the contribution amount is not exempt from the Centrelink age pension assets test.
- 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 by completing and returning a 'Downsizer contribution into superannuation' form (available from the ATO website) to the fund before or when making the contribution.

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
- 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 \$1.7 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 2022/2023 financial year, the lower income threshold is \$42,016 with a higher income threshold of \$57,016. 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 lifetime limit of \$1.65 million for the 2022/2023 financial year (indexed) provided that the individual has made the fund aware that the contribution is being made under these provisions by completing and returning to the fund a 'Capital gains tax cap election' form (available from the ATO website) prior to or when making the contribution.

Recontributing amounts withdrawn under the COVID-19 early release provisions

Members who utilised the COVID-19 early release initiative to withdraw up to \$10,000 of their super in the 2019/2020 and/or 2020/2021 financial years can recontribute up to the amount withdrawn on or before 30 June 2030 without these recontributions counting towards their non-concessional contributions cap.

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 'Notice of re-contribution of COVID-19 early release amounts' form (available from the ATO website).

First home super saver (FHSS) scheme

The FHSS scheme administered by the ATO allows first home buyers to contribute up to \$15,000 per year (and \$50,000 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
- recontribute 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 recontributed 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.

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. You can also transfer between funds online using your myGov account.

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 age⁶ or
 - if they are between their preservation age⁶ and 65 years, they haven't satisfied a relevant condition of release
- 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.
- 6 See 'Accessing your superannuation benefit' in this section for details about preservation age.

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 the 'Applying for an investment' section for further information). When you receive your initial investment statement for the Super Plan, simply:

- complete the 'Choice of super fund' form at the back of this Features Book
- 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 following 'Conditions of release for superannuation benefits' table.

You can withdraw any 'unrestricted non-preserved' 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' in the 'Additional information' section for further information).

Conditions of release for superannuation benefits

Event	Preserved benefits	Restricted non-preserved benefits
Reaching age 65	•	•
Retiring ¹ having reached your preservation age ²	٠	•
Leaving employment after age 60	•	•
Ceasing employment without satisfying any of the above conditions ^{3 4}		•
Starting a 'transition to retirement' pension after reaching your preservation age ²	<u>.</u> 5	<u>.</u> 5
Permanent incapacity ³	•	•
Temporary incapacity (for release of insurance benefits only) ³	_• 5	_• 5
Diagnosed with a terminal medical condition likely to result in your death within 24 months ³	•	٠
Severe financial hardship ³	•	•
Compassionate grounds ³	•	•
Death ⁶		
Departing Australia superannuation payment (DASP) ^{3,7}	•	•
Previously classified as a lost member ⁸ and total benefit in the Fund is less than \$200	•	•
A release authority authorised by the ATO ⁹	•	•

- 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 Provided an employer contributed to the fund
- 5 Your benefit can only be taken as an income stream.
- 6 See 'Death benefits' in the 'Additional information' section for more information.
- 7 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.
- 8 See 'Lost member accounts' in the 'Additional information' section for details.
- 9 See 'Contribution limits' in this section and the 'Tax' section for more information.

Preservation age

Date of birth	Preservation age
Before 1 July 1960	55
1 July 1960 to 30 June 1961	56
1 July 1961 to 30 June 1962	57
1 July 1962 to 30 June 1963	58
1 July 1963 to 30 June 1964	59
After 30 June 1964	60

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 the fund or your financial adviser.

To find out more

If you would like to find out more, or see the impact of the fees based on your own circumstances, the

Australian Securities and Investments Commission (ASIC) MoneySmart website (www.moneysmart.gov.au) has a superannuation calculator to help you check out different fee options.

Fees and costs summary

Fees and other costs

This section 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. Entry fees and exit fees cannot be charged.

Taxes, insurance fees and other costs relating to insurance are set out in another part of this document.

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

Fees and costs summary

Perpetual WealthFoci	Perpetual WealthFocus Super Plan							
Type of fee or cost	Amount	How and when paid						
Ongoing annual fees	and costs ¹							
Administration fees and costs	Administration fees are as follows: Perpetual Cash investment option O.10% pa All other investment options O.25% pa	Administration fees, which are expressed as a percentage of the value of each investment option, are deducted directly from each investment option's assets and reflected in its daily unit price. Any administration costs are deducted directly from the investment option's assets and reflected in its unit price.						
Investment fees and costs ²	Investment fees and estimated investment costs range between 0.00% and 3.30% pa, depending on the investment option(s) you choose (see the 'Estimated ongoing annual fees and costs' table for details).	value of each investment option, are charged as management fees in the underlying investment funds. They are calculated						
Transaction costs	Estimated transaction costs range between 0.00% and 0.56% pa, depending on the investment option(s) you choose (see the 'Estimated ongoing annual fees and costs' table for details).	All transaction costs are paid out of each investment option's assets and reflected in its daily unit price. This amount represents net transaction costs borne by all members after any buy/sell spread recoveries charged on member-initiated transactions (see 'Buy/sell spread' below).						

Member activity related fees and costs						
Buy/sell spread	0.00%-0.70% (total spread), depending on the investment option(s) you choose (see 'Buy/sell spreads' for details).	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.				
Switching fee	Nil.	Not applicable.				
Other fees and costs ³	Insurance fees: If you elect to have insurance cover under the Super Plan, details of insurance premiums payable are contained in the separate 'Insurance Book'.	Any insurance premiums are generally deducted from your account monthly in arrears.				
	Member advice fee: Negotiable between you and your financial adviser.	Any member advice fees you authorise us to pay to your financial adviser for financial advice you may receive in relation to your investment are additional and separate to the fees we charge in respect of your investment in the Fund. Member advice fees are paid monthly by withdrawal of units from your account.				

- 1 If your account balance for a product offered by the superannuation entity is less than \$6,000 at the end of the entity's income year, certain fees and costs charged to you in relation to administration and investment are capped at 3% of the account balance. Any amount charged in excess of that cap must be refunded.
- 2 Investment costs for some investment options include an **estimated** amount for performance fees payable in underlying investment funds. The calculation basis for estimated performance fee amounts is set out within 'Additional explanation of fees and costs' in this section (see 'Performance fees' for details).
- 3 See the 'Additional explanation of fees and costs' for further information.

Example of annual fees and costs

This table gives an example of how the ongoing annual fees and costs for the Perpetual Balanced Growth investment option for this superannuation product can affect your superannuation investment over a 1-year period. You should use this table to compare this superannuation product with other superannuation products.

Example – Perpetual Balanced Growth investment option		Balance of \$50,000
Administration fees and costs	0.25%	For every \$50,000 you have in the superannuation product, you will be charged or have deducted from your investment \$125.00 in administration fees and costs
Plus Investment fees and costs	0.83%	And, you will be charged or have deducted from your investment \$415.00 in investment fees and costs
Plus Transaction costs	0.14%	$\textbf{And,} \ \text{you will be charged or have deducted from your investment \$70.00} \ \text{in transaction costs}$
Equals Cost of product		If your balance was \$50,000, at the beginning of the year, then for that year you will be charged fees and costs of \$610.00 for the superannuation product.*

- * Note: Additional fees may apply.
- if insurance is taken out in the Super Plan, insurance fees will apply
- when you leave the Super Plan, you will have been charged a total **buy/sell spread** of 0.25% on your investment, equal to \$125.00 for every \$50,000 (see 'Buy/sell spread' for further information).

Cost of product information

Cost of product for 1 year

The cost of product gives a summary calculation about how ongoing annual fees and costs can affect your superannuation investment over a 1-year period for all investment options. It is calculated in the manner shown in the 'Example of annual fees and costs'.

The cost of product information assumes a balance of \$50,000 at the beginning of the year. (Additional fees such as a buy/sell spread may apply – refer to the 'Fees and costs summary' table for the relevant investment option.)

You should use this figure to help compare superannuation products and investment options.

Investment option	Cost of product
Cash	
Perpetual Cash	\$60.00
Fixed income and credit	
Bentham Global Income	\$475.00
Macquarie Income Opportunities	\$375.00
Perpetual Diversified Income	\$570.00
Perpetual Dynamic Fixed Income	\$380.00
Schroder Fixed Income	\$365.00
Vanguard Australian Fixed Interest Index	\$220.00
Property and infrastructure	
Lazard Global Listed Infrastructure	\$585.00
Pendal Property Securities	\$475.00
Vanguard Australian Property Securities Index	\$245.00
Australian shares	
Ausbil Australian Active Equity	\$555.00
Ausbil Australian Emerging Leaders	\$695.00
Fidelity Australian Equities	\$515.00
Investors Mutual Australian Share	\$555.00
Pendal Australian Equity	\$535.00
Perpetual Australian Share	\$715.00
Perpetual Concentrated Equity	\$685.00
Perpetual ESG Australian Share	\$745.00
Perpetual Geared Australian	\$1,405.00 ¹
Perpetual Industrial Share	\$675.00
Perpetual SHARE-PLUS Long-Short	\$965.00 ²
Perpetual Smaller Companies	\$740.00
Schroder Australian Equity	\$550.00
Vanguard Australian Shares Index	\$205.00

International shares	
Barrow Hanley Global Share	\$635.00
Magellan Global	\$845.00
MFS Global Equity	\$525.00
Perpetual Global Allocation Alpha	\$470.00
Perpetual Global Innovation Share	\$1,900.00
Platinum Asia	\$975.00
Platinum International	\$845.00
T. Rowe Price Global Equity	\$635.00
Vanguard International Shares Index	\$220.00
Vanguard International Shares Index (Hedged)	\$250.00
Diversified - conservative	
Diversified - conservative BlackRock Diversified ESG Stable	\$465.00
	\$465.00 \$505.00
BlackRock Diversified ESG Stable	
BlackRock Diversified ESG Stable Perpetual Conservative Growth	
BlackRock Diversified ESG Stable Perpetual Conservative Growth Diversified - balanced	\$505.00
BlackRock Diversified ESG Stable Perpetual Conservative Growth Diversified - balanced Perpetual Diversified Growth	\$505.00 \$555.00
BlackRock Diversified ESG Stable Perpetual Conservative Growth Diversified - balanced Perpetual Diversified Growth Perpetual Diversified Real Return	\$505.00 \$555.00
BlackRock Diversified ESG Stable Perpetual Conservative Growth Diversified - balanced Perpetual Diversified Growth Perpetual Diversified Real Return Diversified - growth	\$505.00 \$555.00 \$600.00
BlackRock Diversified ESG Stable Perpetual Conservative Growth Diversified - balanced Perpetual Diversified Growth Perpetual Diversified Real Return Diversified - growth BlackRock Diversified ESG Growth	\$505.00 \$555.00 \$600.00 \$565.00
BlackRock Diversified ESG Stable Perpetual Conservative Growth Diversified - balanced Perpetual Diversified Growth Perpetual Diversified Real Return Diversified - growth BlackRock Diversified ESG Growth BlackRock Tactical Growth	\$505.00 \$555.00 \$600.00 \$565.00 \$740.00
BlackRock Diversified ESG Stable Perpetual Conservative Growth Diversified - balanced Perpetual Diversified Growth Perpetual Diversified Real Return Diversified - growth BlackRock Diversified ESG Growth BlackRock Tactical Growth Morningstar Growth Real Return	\$505.00 \$555.00 \$600.00 \$565.00 \$740.00 \$445.00

- 1 Assumes an average gearing level of 50% of the underlying investment fund's gross asset value (GAV) – see footnote 6 to the 'Estimated ongoing annual fees and costs' table in this section for further information.
- 2 Assumes the sum of the underlying investment fund's long and short positions averages 140% see footnote 7 to the 'Estimated ongoing annual fees and costs' table in this section for further information.

Additional explanation of fees and costs

Ongoing annual fees and costs

The total ongoing annual fees and costs for each investment option comprises:

- administration fees and costs
- · investment fees and costs
- · transaction costs.

The amounts shown in the following 'Estimated ongoing annual fees and costs' table include all administration fees, estimated administration costs, investment fees, estimated investment costs and estimated transaction costs as at the date of this PDS. Any updates from time to time, which are not materially adverse, will be available at our website.

Ongoing annual fees and 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.

Estimated ongoing annual fees and costs

Investment option	Administrat estimated adm	ion fees and inistration costs		ent fees and es nvestment cost			
				Estimated in cos			
	Administration fees (% pa)	Estimated administration costs (% pa) ¹	Investment fees (% pa) ²	Estimated performance fees (% pa) ³	Estimated other investment costs (% pa) ⁴	Estimated transaction costs (% pa) ⁵	Estimated total ongoing annual fees and costs (% pa)
Cash							
Perpetual Cash	0.10%	0.00%	0.00%	n/a	0.00%	0.02%	0.12%
Fixed income	and credit						
Bentham Global Income	0.25%	0.00%	0.67%	n/a	0.00%	0.03%	0.95%
Macquarie Income Opportunities	0.25%	0.00%	0.46%	0.03%	0.00%	0.01%	0.75%
Perpetual Diversified Income	0.25%	0.00%	0.59%	n/a	0.00%	0.30%	1.14%
Perpetual Dynamic Fixed Income	0.25%	0.00%	0.45%	n/a	0.00%	0.06%	0.76%
Schroder Fixed Income	0.25%	0.00%	0.45%	0.00%	0.00%	0.03%	0.73%
Vanguard Australian Fixed Interest Index	0.25%	0.00%	0.19%	n/a	0.00%	0.00%	0.44%
Property and i	nfrastructure						
Lazard Global Listed Infrastructure	0.25%	0.00%	0.80%	n/a	0.08%	0.04%	1.17%
Pendal Property Securities	0.25%	0.00%	0.60%	n/a	0.00%	0.10%	0.95%
Vanguard Australian Property Securities Index	0.25%	0.00%	0.23%	n/a	0.00%	0.01%	0.49%
Australian sha	res						
Ausbil Australian Active Equity	0.25%	0.00%	0.80%	n/a	0.00%	0.06%	1.11%
Ausbil Australian Emerging Leaders	0.25%	0.00%	0.85%	0.00%	0.00%	0.29%	1.39%
Fidelity Australian Equities	0.25%	0.00%	0.75%	n/a	0.00%	0.03%	1.03%
Investors Mutual Australian Share	0.25%	0.00%	0.80%	n/a	0.00%	0.06%	1.11%
Pendal Australian Equity	0.25%	0.00%	0.74%	n/a	0.00%	0.08%	1.07%
Perpetual Australian Share	0.25%	0.00%	0.98%	n/a	0.01%	0.19%	1.43%

Perpetual Concentrated Equity	0.25%	0.00%	0.98%	n/a	0.00%	0.14%	1.37%
Perpetual ESG Australian Share	0.25%	0.00%	1.18%	n/a	0.00%	0.06%	1.49%
Perpetual Geared Australian	0.25%	0.00%	2.15% ⁶	n/a	0.02%	0.39%	2.81%
Perpetual Industrial Share	0.25%	0.00%	0.98%	n/a	0.00%	0.12%	1.35%
Perpetual SHARE-PLUS Long-Short	0.25%	0.00%	1.38% ⁷	0.00%	0.01%	0.29%	1.93%
Perpetual Smaller Companies	0.25%	0.00%	1.03%	n/a	0.00%	0.20%	1.48%
Schroder Australian Equity	0.25%	0.00%	0.80%	n/a	0.00%	0.05%	1.10%
Vanguard Australian Shares Index	0.25%	0.00%	0.16%	n/a	0.00%	0.00%	0.41%
International s	hares						
Barrow Hanley Global Share	0.25%	0.00%	0.99%	n/a	0.00%	0.03%	1.27%
Magellan Global	0.25%	0.00%	1.35%	0.07%	0.00%	0.02%	1.69%
MFS Global Equity	0.25%	0.00%	0.77%	n/a	0.00%	0.03%	1.05%
Perpetual Global Allocation Alpha	0.25%	0.00%	0.55%	n/a	0.04%	0.10%	0.94%
Perpetual Global Innovation Share	0.25%	0.00%	0.99%	2.30%	0.01%	0.25%	3.80%
Platinum Asia	0.25%	0.00%	1.35%	n/a	0.06%	0.29%	1.95%
Platinum International	0.25%	0.00%	1.35%	n/a	0.01%	0.08%	1.69%
T. Rowe Price Global Equity	0.25%	0.00%	0.94%	n/a	0.00%	0.08%	1.27%
Vanguard International Shares Index	0.25%	0.00%	0.18%	n/a	0.00%	0.01%	0.44%
Vanguard International Shares Index (Hedged)	0.25%	0.00%	0.21%	n/a	0.00%	0.04%	0.50%
Diversified – co	onservative						
BlackRock Diversified ESG Stable	0.25%	0.00%	0.56%	n/a	0.02%	0.10%	0.93%
Perpetual Conservative Growth	0.25%	0.00%	0.65%	n/a	0.03%	0.08%	1.01%

Diversified – ba	alanced						
Perpetual Diversified Growth	0.25%	0.00%	0.71%	n/a	0.04%	0.11%	1.11%
Perpetual Diversified Real Return	0.25%	0.00%	0.85%	n/a	0.03%	0.07%	1.20%
Diversified – gı	rowth						
BlackRock Diversified ESG Growth	0.25%	0.00%	0.66%	n/a	0.02%	0.20%	1.13%
BlackRock Tactical Growth	0.25%	0.00%	0.60%	n/a	0.07%	0.56%	1.48%
Morningstar Growth Real Return	0.25%	0.00%	0.52%	0.05%	0.04%	0.03%	0.89%
Perpetual Balanced Growth	0.25%	0.00%	0.79%	n/a	0.04%	0.14%	1.22%
Schroder Sustainable Growth	0.25%	0.00%	0.85%	n/a	0.00%	0.06%	1.16%

- 1 Estimated administration costs represent any abnormal operating expenses recovered from the investment options for the financial year ended 30 June 2022, which aren't necessarily incurred each year and may vary in future years without notice. See 'Administration fees and costs' in this section for further information.
- We have set our investment fee for each investment option to align with the net management fee charged in the underlying investment fund (ie the gross management fee charged in the unit price of the underlying investment fund less any management fee rebate we may receive from the underlying investment fund and pass on to members). All percentages are rounded up to two decimal places. See 'Management fee rebates' in this section for further information.
- 3 Estimated performance fees are generally based on average annual performance fees charged in the relevant underlying investment funds for the previous five financial years ended 30 June 2022 (or less if an underlying investment fund has been in operation for a shorter period). Performance fees should not be considered in isolation of investment returns. Past performance and these estimates are not indicative of future returns. Performance fees payable in the future may vary depending on the underlying investment funds' actual investment returns. See 'Performance fees' in this section for further information.
- 4 Estimated other investment costs are based on the financial year ended 30 June 2022, which may vary in future years without notice. See 'Other investment costs' in this section for further information.
- 5 Estimated transaction costs represent **net** transaction costs borne by all members in an investment option after any buy/sell spread recoveries charged on member-initiated transactions for the financial year ended 30 June 2022, which may vary in future years without notice. **Transaction costs should not be considered in isolation of investment returns**. It is important to understand that actively managed investments are likely to have higher transaction costs than passively managed investments, such as index funds, because of the higher expected volume of trading of the portfolio's assets in generating investment returns.
- The investment fee percentage for Perpetual Geared Australian investment option is based on the underlying investment fund's management fee of 1.17% pa charged on its gross asset value (GAV), which equates to a management fee of 2.34% pa of the underlying investment fund's net asset value (NAV) assuming an average gearing level of 50% in the underlying investment fund, less the management fee rebate of 0.19% pa received from the underlying investment fund and applied to the investment option. If the average gearing level in the underlying investment fund over the year is lower or higher than 50%, the investment option's investment fee based on the NAV of the underlying investment fund will be respectively lower or higher than 2.15% pa.
- The investment fee percentage for Perpetual SHARE-PLUS Long-Short investment option is based on the underlying investment fund's management fee of 0.99% pa charged on the sum of its long and short positions (GAV), which equates to a management fee of 1.39% pa of the underlying investment fund's net asset value (NAV) assuming the sum of its long and short positions (maximum 150%) averages 140% over the year, less the management fee rebate of 0.01% pa received from the underlying investment fund and applied to the investment option. If the average sum of the underlying investment fund's long and short positions over the year is lower or higher than 140%, the investment option's investment fee based on the NAV of the underlying investment fund will be respectively lower or higher than 1.38% pa.

Administration fees and costs

Administration fees

We charge administration fees for administering your member account and to meet the ongoing costs of operating the Fund and its investment options.

Administration costs

We're entitled to charge the Fund or be reimbursed from the investment options for any expenses incurred in the proper performance of our duties and obligations relating to the trusteeship, management and administration of the Fund.

There is no limit in the Fund's Trust Deed on the amount that can be recovered for expenses.

Normal operating expenses

Normal operating expenses are those incurred in the day-to-day operation of the Fund.

All normal operating expenses are paid out of our administration fees.

Abnormal operating expenses

Abnormal operating expenses aren't generally incurred during the day-to-day operation of the Fund and aren't necessarily incurred in any given year. They're due to abnormal events such as legal costs incurred by changes in the Fund's Trust Deed.

We currently aim to also pay any abnormal operating expenses out of our administration fees, wherever possible. However, we may instead charge to the Fund abnormal operating expenses incurred in any year without notice. In this event, these abnormal operating expenses will be an administration cost that is additional to our administration fees only for the relevant year.

Investment fees and costs

Investment fees

Investment fees for your chosen investment option(s) are charged as management fees in the unit prices of the underlying investment funds.

Management fee rebates

We will pass on to members any management fee rebates that we may receive from an underlying investment fund in our calculation of the relevant investment option's daily unit price.

Investment costs

Investment costs may include:

- · performance fees (where applicable)
- · other indirect investment costs.

Performance fees

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

Historical performance fees

The following 'Historical performance fees' table shows details of performance fees charged in relevant underlying investment funds over the previous five financial years ended 30 June 2022, as applicable. The estimated performance fees shown in the 'Estimated ongoing annual fees and costs' table in this section are based on the average annual performance fees charged over these previous five financial years (or less if the underlying investment fund has been in operation for a shorter period).

Performance fees

Investment option ¹	Performance - fee rate ² (maximum fee ³)	Performance hurdle ⁴	Payment frequency
Ausbil Australian Emerging Leaders	15.375% (maximum 15% ex-GST)	Composite benchmark (70% S&P/ASX Midcap 50 Accumulation Index and 30% S&P/ASX Small Ordinaries Accumulation Index) plus 0.85% pa	Monthly
Magellan Global	10% (maximum 10%)	The higher of the index relative hurdle (the MSCI World Net Total Return Index (AUD)) and the absolute return hurdle (the yield of 10-year Australian Government Bonds)	Half-yearly
Perpetual Global Innovation Share	20% (maximum 30%)	Benchmark MSCI All Countries World Net Total Return Index (\$A)	Half-yearly
Perpetual SHARE- PLUS Long-Short	13.98% (maximum 15%)	Benchmark S&P/ASX 300 Accumulation Index plus 2% pa	Half-yearly

- 1 Performance fee information for Macquarie Income Opportunities, Schroder Fixed Income and Morningstar Growth Real Return investment options are not available as the performance fees are accrued through various underlying interposed vehicles.
- 2 Percentage of outperformance.
- 3 The percentage in brackets is the maximum performance fee that may be charged under the underlying investment fund's constitution.
- $4\quad Other \,conditions, such as \,recouping \,prior \,underperformance, may \,also \,need \,to \,be \,met \,before \,a \,performance \,fee \,becomes \,payable.$

Historical performance fees

Investment option	Perforn	nance fees -	Average annual			
	2018	2019	2020	2021	2022	performance fees
Ausbil Australian Emerging Leaders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00% pa
Macquarie Income Opportunities	0.00%	0.01%	0.00%	0.00%	0.12%	0.03% pa
Magellan Global	0.20%	0.14%	0.03%	0.00%	0.00%	0.07% pa
Morningstar Growth Real Return	0.20%	0.05%	0.00%	0.01%	0.01%	0.05% pa
Perpetual Global Innovation Share	2.29%	0.19%	7.41%	1.60%	0.00%	2.30% pa
Perpetual SHARE-PLUS Long-Short	0.00%	0.00%	0.00%	0.00%	0.00%	0.00% pa
Schroder Fixed Income	0.00%	0.00%	0.00%	0.01%	0.01%	0.00% pa

Other indirect investment costs

Derivatives

Investment costs may also be incurred if an investment option or underlying investment fund invests in any relevant derivatives.

Management costs in underlying funds

The underlying investment funds may also charge expense recoveries, which will usually be deducted from the assets of the underlying investment funds and reflected in their unit price, and/or the underlying investment funds themselves may incur indirect costs. If charged, these amounts will usually be an indirect investment cost to you.

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 in an investment option's investment portfolio, or when an investment option experiences cash flows in or out of it.

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.

Estimated 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 recovered from those transacting members 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' in this section.

Net transaction costs after any buy/sell spread recoveries charged on member-initiated transactions, as shown in the 'Estimated ongoing annual fees and costs' table in this section, are a cost to all members in an investment option.

Transaction costs may vary from year to year without notice to members.

The following annual transaction cost information for each investment option based on the most recently completed financial year, which forms part of the PDS, is publicly available at our website (see 'Incorporation by reference' in the 'Additional information' section for details) or can be obtained free of charge by contacting us:

- · estimated total gross transaction costs
- estimated transaction costs recovered by buy/sell spreads on member-initiated transactions
- estimated net transaction costs borne by all members (the estimated percentage by which the investment option's investment return has been reduced by transaction costs not recovered by buy/sell spreads).

Member activity related fees and costs

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 investment 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 and will impact the return on your investment. 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.

Estimated transaction costs, which are used to determine the buy/sell spreads, are reviewed regularly. Consequently, the buy/sell spreads current as at the date of this PDS, as shown in the following 'Buy/sell spreads' table, may change (increase or decrease) during the life of this PDS. The current buy/sell spread for each investment option at any time (as amended), which forms part of the PDS, is publicly available at our website (see 'Incorporation by reference' in the 'Additional information' section 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.

Buy/sell spreads

Buy/sell spreads		
Investment option	Buy spread	Sell spread
Cash		
Perpetual Cash	0.00%	0.00%
Fixed income and credit		
Bentham Global Income	0.70%	0.00%
Macquarie Income Opportunities	0.32%	0.00%
Perpetual Diversified Income	0.20%	0.00%
Perpetual Dynamic Fixed Income	0.20%	0.00%
Schroder Fixed Income	0.24%	0.00%
Vanguard Australian Fixed Interest Index	0.16%	0.00%
Property and infrastructure		
Lazard Global Listed Infrastructure	0.50%	0.00%
Pendal Property Securities	0.50%	0.00%
Vanguard Australian Property Securities Index	0.12%	0.00%
Australian shares		
Ausbil Australian Active Equity	0.40%	0.00%
Ausbil Australian Emerging Leaders	0.50%	0.00%
Fidelity Australian Equities	0.30%	0.00%
Investors Mutual Australian Share	0.50%	0.00%
Pendal Australian Equity	0.50%	0.00%
Perpetual Australian Share	0.24%	0.00%
Perpetual Concentrated Equity	0.24%	0.00%
Perpetual ESG Australian Share	0.24%	0.00%
Perpetual Geared Australian	0.60%	0.00%
Perpetual Industrial Share	0.24%	0.00%
Perpetual SHARE-PLUS Long-Short	0.36%	0.00%
Perpetual Smaller Companies	0.24%	0.00%
Schroder Australian Equity	0.40%	0.00%
Vanguard Australian Shares Index	0.10%	0.00%
International shares		
Barrow Hanley Global Share	0.25%	0.00%
Magellan Global	0.14%	0.00%
MFS Global Equity	0.30%	0.00%
Perpetual Global Allocation Alpha	0.26%	0.00%
Perpetual Global Innovation Share	0.40%	0.00%
Platinum Asia	0.30%	0.00%
Platinum International	0.30%	0.00%
T. Rowe Price Global Equity	0.50%	0.00%
Vanguard International Shares Index	0.12%	0.00%
Vanguard International Shares Index (Hedged)	0.16%	0.00%
Diversified – conservative		
BlackRock Diversified ESG Stable	0.20%	0.00%
Perpetual Conservative Growth	0.21%	0.00%
Diversified – balanced		
Perpetual Diversified Growth	0.24%	0.00%
Perpetual Diversified Real Return	0.20%	0.00%

Diversified – growth		
BlackRock Diversified ESG Growth	0.32%	0.00%
BlackRock Tactical Growth	0.35%	0.00%
Morningstar Growth Real Return	0.16%	0.00%
Perpetual Balanced Growth	0.25%	0.00%
Schroder Sustainable Growth	0.30%	0.00%

Further information about fees and costs

Defined fees for superannuation products

Defined fees for superannuation products, which form part of this PDS, are publicly available on our website (see 'Incorporation by reference' in the 'Additional information' section for details) or can be obtained free of charge by contacting us.

Tax benefit

The Fund is entitled to a tax deduction for certain expenses. The benefit of this tax deduction is passed on to Super Plan members in the form of a 15% effective reduction for any insurance premiums deducted from members' accounts.

Borrowing costs

Whilst we pay normal operating expenses out of our administration fees, if an investment option incurs any incidental borrowing costs for short-term operational purposes, these costs may be paid out of the Fund's assets and reflected in the investment option's unit price.

Any borrowing costs are additional to the investment fees and costs and administration fees and costs shown in the 'Fees and costs summary' table in this section.

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 in the following 'Maximum fees and charges' table.

Amounts disclosed are inclusive of GST.

Maximum fees and charges

3				
Fee or cost	Maximum			
Management (investment and administration) fees	3.00% per annum of the value of each investment option $% \left\{ 1,2,\ldots ,n\right\}$			
Investment switching fee	The greater of: • \$500 or • 1.00% of the value of units switched.			
Expense recoveries	Unlimited			
Superannuation and family law charges	Up to \$200 for actioning specific events in connection with superannuation and marriage breakdown.			

Increases or alterations to fees and costs

Administration and investment fees

We may change our fees without your consent. However, we won't increase the administration or investment fees without giving you at least 30-days' written notice.

Costs

Administration costs, investment costs and transaction costs may vary each year without notice.

Tax

Tax information, including GST, is set out in the 'Tax' section. Unless otherwise stated, all fees and other costs disclosed in this PDS are inclusive of the net effect of GST.

Insurance fees and costs

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

Intermediary remuneration

Intermediaries include financial advisers, discount brokers and other intermediates.

Intermediary commissions

No commissions are paid to intermediaries.

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 following 'Member advice fees' table.

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 insufficient, the member advice fee will be deducted proportionately from your investment in the various investment options held at the time of payment.

The maximum total member advice fee payable in any year is 3% per annum of your account balance. We will require your authorisation to pay member advice fees to your financial adviser every 12 months. 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.

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.

Benefits received

As a result of brokerage paid by the Perpetual investment options, PIML may receive benefits such as investment research, which it may use for any investment purpose, including for the investment options.

Member advice fees

Frequency	Payment basis ¹	How and when paid	
One-off	Specified dollar amount only	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.	
Ongoing	Percentage fee option	Calculated on the average daily balance of your investment and paid monthly by withdrawal of units at the end of each month. $ \\$	
Ongoing	Flat dollar fee option	Paid in equal monthly instalments by withdrawal of units at the end of each month. $$	

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.

Operating your account

Footure/transaction	Summany information
Initial investment	Summary information The minimum initial investment in the Super Plan is to one (and 500 if you are establishing a coving a plan). The
Initial investment	The minimum initial investment in the Super Plan is \$3,000 (or \$1,500 if you are establishing a savings plan). The minimum initial investment in any investment option is \$1,000.
	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.
Investment strategy	Unless you specify otherwise on your application form, the proportion of your initial investment allocated to each investment option (minimum \$1,000 per investment option) is recorded by us as:
	• your investment strategy for all employer contributions received via SuperStream
	your investment strategy for all additional personal or spouse contributions made by BPAY
	your default investment strategy for any other additional investments (including savings plan)
	 your investment strategy for auto-rebalancing. You can change your investment strategy at any time. Restrictions apply to your investment strategy if you invest
	in Perpetual Geared Australian investment option.
Additional investments	The minimum additional investment in any investment option is \$1,000.
	 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 online through myPerpetual and
	we'll debit your additional contribution amount directly from your nominated account once we've accepted
	your application.
	 Personal or spouse contributions by 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.
BPAY	You can use BPAY for making additional personal or spouse contributions. We'll provide you a Customer Reference Number (CRN).
Savings plan	The minimum savings plan investment in any investment option is \$100. If you wish to make regular contributions by direct debit from your nominated account, complete sections 3, 6 and 7 of the application form. You can also establish or amend a savings plan online through myPerpetual.
Switching	The minimum amount for switches between investment options is \$1,000 per investment option.
· · · · · · · · · · · · · · · · · · ·	To switch all or part of your investment in an investment option (conditions apply), you can transact online through
	myPerpetual or send us a completed 'Switch' form (available from our website or by contacting us) by mail or scanned attachment to email.
Dollar cost averaging	The minimum dollar cost averaging plan switch amount is \$100 per investment option.
plan	You can arrange regular automatic switches from an investment in Perpetual Cash investment option into other selected investment options by completing sections 5 and 6 of the application form.
	The dollar cost averaging plan is not available with auto-rebalancing or if investing in Perpetual Geared Australian investment option.
Auto-rebalancing	You can request us to regularly rebalance your investment portfolio to maintain your chosen investment strategy by completing sections 5 and 6 of the application form.
	If you are investing in Perpetual Geared Australian investment option you must select this feature (see 'Investment
	limits for Perpetual Geared Australian investment option' in the 'Understanding investment risk' section for more information).
	Auto-rebalancing is not available with the dollar cost averaging plan.
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	The minimum amount for withdrawals from the Super Plan is \$1,000. 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 use myPerpetual online access or 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). When requesting any new features or changes/cancellations involving transactions (eg investment strategy, savings plan, dollar cost averaging plan and auto-rebalancing), we must receive your instructions at least five business days before a transaction date for it to apply to the next transaction.	
Authorised	You can appoint an authorised representative to act on your behalf in relation to your investment in the Super Plan	
representative	by completing section 8 of the application form.	
myPerpetual online access	You can update your personal details, view information about your investment, receive statements and reports and transact online. You should specify the level of access you want in section 5 of the application form.	
Updated information	Go to our website or contact 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' and 'Contribution limits' in the 'Superannuation and WealthFocus' section), 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). The minimum initial investment in any investment option is \$1,000. Your initial personal or spouse contribution may be paid by:

- cheque
- · direct debit.

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 employer contributions received via SuperStream
- all additional personal or spouse contributions made by BPAY
- any other additional investments (including savings plan), unless you nominate a different investment option(s)
- compulsory rebalancing where you have chosen to invest in Perpetual Geared Australian investment option (see 'Investment limits for Perpetual Geared Australian investment option' in the 'Understanding investment risk' section for further information)
- · auto-rebalancing.

You need to specify on the application form if you want your investment strategy to differ from your initial investment.

When making any switches or (where permitted by law) withdrawals from your account, you will be requested to provide updated investment strategy instructions (including for any savings plan).

If you do not nominate an updated investment strategy following a switch or withdrawal from an investment option, we will make the following updates to your investment strategy:

- for partial switches or withdrawals, your investment strategy will remain unchanged
- for full switches or withdrawals, your investment strategy will be reweighted for all features to reflect your portfolio following the transaction.

You can also change your investment strategy at any time by notifying us in writing.

Additional investments

Subject to eligibility (see 'Eligibility to invest' in the 'Superannuation and WealthFocus' section), additional investments can be made at any time.

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

- direct debit (with an application form or via myPerpetual)
- BPAY.

Direct debit

You can authorise us on your initial or additional 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) 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' in the 'Additional information' section for details) or can be obtained free of charge by contacting us.

BPAY

BPAY is a convenient way for you to make additional personal or spouse contributions to the Super Plan 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.

BPAY biller codes

Type of contribution	BPAY biller code	
Member (personal) contribution	636936	
Spouse contribution	636951	

Savings plan

With a savings plan, you can make regular personal or spouse contributions to the Super Plan 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.

You need to specify on the application form the allocation between investment option(s) for your savings plan contributions **only if you want it to differ from your investment strategy**. If you also have the auto-rebalancing feature, your investment strategy and your nominated allocation for your savings plan must be the same.

You can change the investment allocation for your savings plan contributions at any time by notifying us in writing. Please also contact us if you wish to change the investment amount or frequency, or cancel your savings plan. You can also make these changes online through my Perpetual.

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

When you invest in the Super Plan, you will be allocated units in the relevant investment option(s) you choose. The value of your Super Plan account will vary as the daily unit prices of the investment options change to reflect increases or decreases in the market value of the underlying assets.

Generally, if our Sydney office receives and accepts an investment amount (including contributions received by 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' in the 'Additional information' section for details about asset valuations and unit prices.

Accepting your application includes verifying your identity (see 'Anti-money laundering/counter-terrorism financing laws' in the 'Additional information' section 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' in the 'Additional information' section for further information)
- · to accept lower investment amounts

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
- 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 online via myPerpetual) 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 delay 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' in the 'Additional information' section for further information).

There may also be circumstances where we consider that processing a switch will not be consistent with our duties as trustee of the Fund, such as where we consider that processing the switch is not in the best interests of members as a whole. In these cases, we may exercise our right to reject and not process your switch request. If this occurs, we will notify you.

All switches, including those made under the dollar cost averaging plan and auto-rebalancing facility, 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' in the 'Fees and other costs' section 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' in the 'Fees and other costs' section 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
- 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' in the 'Fees and other costs' section 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' in the 'Superannuation and WealthFocus' section for details), you can withdraw all or part of your investment in the Super Plan 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
- a minimum Super Plan balance of \$1,000.

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

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.

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.

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.

We can delay processing withdrawal requests in certain circumstances (see 'Suspension of applications, switches and withdrawals' in the 'Additional information' section 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.

Other conditions apply to email withdrawal requests (see 'Other conditions' in the 'Additional information' section for details).

Instructions and changes

Any changes to your name and all changes to bank account details must be made in writing by mail or scanned attachment to email. Only new bank account details can be added online.

Any acceptable changes made online or by phone can only be made after we've confirmed your identity.

Other conditions may also apply depending on the way you provide instructions to us, as set out under 'Other conditions' in the 'Additional information' section.

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' in the 'Additional information' section.

myPerpetual online access

 $my\mbox{\it Perpetual}$ offers easy and convenient online access for you to:

- receive reporting online, including any notifications
 we are required to provide under the Corporations Act
 (although there may be times when we must also send
 online correspondence to you in paper form see
 'Reporting' in the 'Additional information' section for
 further information)
- 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
- · update your personal details
- · update your investment strategy
- · transact online.

Unless you indicate otherwise on your application form, we'll send you relevant online access setup details and activation instructions.

Conditions of use

Before you first use myPerpetual, you must accept the online access conditions of use, which are publicly available at our website (see 'Other documents' in the 'Additional information' section for details) or can be obtained free of charge by contacting us.

Access by authorised representatives

If you appoint an authorised representative, you can request us to allow them online access to your account as follows:

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

Access by your adviser

We'll also give your adviser online access to either:

- · view details about your investment only
- view details about your investment and transact on your account on your behalf (default access).

Your adviser may extend to their authorised delegates, such as paraplanners and other support staff, the same level of online access you have determined for your adviser.

You can change your 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.

Insurance cover

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.

The insurer

The insurance cover constitutes a benefit provided under the Super Plan. The insurance cover is provided to the Trustee by AIA Australia Limited (the insurer) (ABN 79 004 837 861, AFSL 230043). The insurer has consented to the statements referable to it in this document in the form and context in which they are included.

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 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. If there are any inconsistencies between the information in this document and the terms set out in the Policy Document, the Policy Document will prevail.

Insurance available through the Super Plan

Feature	Death cover	TPD cover	Salary continuance cover
Type of insurance cover	This covers you if you: die become terminally ill.	This covers you if you become totally and permanently disabled.	This covers you if you become totally disabled temporarily due to illness or injury and are unable to work.
Benefits	 Death benefit Terminal illness benefit equal to death cover. 	 TPD benefit A limited death benefit amount of \$10,000 for TPD only cover. 	 Total disability benefit Partial disability benefit (following a period of total disability).
Minimum cover	\$50,000.	\$50,000.	\$500 monthly benefit.
Maximum cover	Unlimited.	\$5 million.	\$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.
Minimum entry age	Age 15.	Age 15.	Age 15.
Maximum entry age	Age 64.	Age 64.	Age 64.
Available until	Age 75.	Age 70 (for members aged over 65 an 'Activities of daily living' TPD definition will apply).	Age 65.

The duty to take reasonable care

Before you enter into a life insurance contract, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

This duty applies to a new contract of insurance and also applies when extending or making changes to existing insurance, and reinstating insurance.

When you apply for life insurance, the insurer conducts a process called underwriting. It's how the insurer decides whether they can cover you, and if so, on what terms and at what cost.

The insurer will ask questions they need to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give the insurer in response to the questions is vital to their decision.

If you do not meet your duty

If you do not meet your legal duty, this can have serious impacts on your insurance. There are different remedies that may be available to the insurer. These are set out in the Insurance Contracts Act 1984 (Cth). These are intended to put the insurer in the position they would have been in if the duty had been met.

Your cover could be avoided (treated as if it never existed), or its terms may be varied. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where the insurer later investigates whether the information given to them was true. For example, the insurer may do this when a claim is made.

Before the insurer exercises any of these remedies, the insurer will explain their reasons and what you can do if you disagree.

Guidance for answering our questions

You are responsible for the information provided to the insurer. When answering their questions, please:

- Think carefully about each question before you answer.
 If you are unsure of the meaning of any question, please ask us before you respond
- Answer every question
- Answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it
- Review your application carefully before it is submitted.
 If someone else helped prepare your application (for
 example, your adviser), please check every answer (and
 if necessary, make any corrections) before the
 application is submitted.

Changes before your cover starts

Before your cover starts, the insurer may ask about any changes that mean you would now answer their questions differently. As any changes might require further assessment or investigation, it could save time if you let the insurer know about any changes when they happen.

If you need help

It's important that you understand this information and the questions the insurer asks. Ask us or a person you trust, such as your adviser for help if you have difficulty understanding the process of buying insurance or answering the questions.

If you're having difficulty due to a disability, understanding English or for any other reason, we're here to help. If you want, you can have a support person you trust with you.

Notifying the insurer

If, after the cover starts, you think you may not have met your duty, please contact us immediately and we'll let you know whether it has any impact on the cover.

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.

Tax offsets

The Fund 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 Fund 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 67 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. The member can elect to release the amount from their Super Plan account or pay the tax from other sources.

Concessional contributions that exceed your concessional contribution cap (see 'Contribution limits' in the 'Superannuation and WealthFocus' section for details) will be included in your assessable income and taxed at

your marginal tax rate (plus Medicare levy), with a 15% tax offset to account for the contributions tax already paid by their super fund. 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' in the 'Superannuation and WealthFocus' section 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 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 benefit payments

Component	Age benefit received	Tax treatment
Tax-free ¹	Any age	Tax-free
Taxable ²	Before reaching your preservation age ³	Taxed at 20% ⁴
	After reaching your preservation age ³ but before age 60	$2022/2023$ financial year: First \$230,000 5 is tax-free and the balance taxed at $15\%^4$
	On or after reaching age 60	Tax-free

Tax on pension benefit payments

Component	Age benefit received	Tax treatment
Tax-free ¹	Any age	Tax-free
Taxable ²	Before reaching your preservation age ³	Taxable at marginal tax rate ⁴
	After reaching your preservation age ³ but before age 60	Taxable at marginal tax rate ⁴ , less 15% pension offset
	On or after reaching age 60	Tax-free

- 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 Please refer to the 'Preservation age' table in the 'Superannuation and WealthFocus' section for details.
- 4 Plus Medicare levy.
- 5 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.

Tax on departing Australia superannuation payments

The tax payable on a DASP (see 'Accessing your superannuation benefit' in the 'Superannuation and WealthFocus' section 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' in the 'Additional information' section for definitions.

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 deceased or the 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 beneficiary's marginal tax rate (plus Medicare levy) less 15% pension tax offset until the 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 disability super benefits

A tax offset of 15% is generally available on disability super benefits paid as a pension to members under age 60.

Tax on terminal illness benefits

Generally no tax is payable on benefits that are paid to you under the 'terminal medical condition' condition of release (see the 'Conditions of release for superannuation benefits' table in the 'Superannuation and WealthFocus' section for details).

Tax on salary continuance benefits

PAYG tax will be deducted on any salary continuance benefits that are paid to you (see the 'Insurance cover' section and the Insurance Book for further information).

Tax file number (TFN)

You should provide your TFN when joining the Fund.

Under the Superannuation Industry (Supervision) Act 1993, we are authorised to collect, use and disclose your TFN.

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 costs summary' table in the 'Fees and other costs' section 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 relevant amounts.

Additional information

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' in the 'Operating your account' section 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'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 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 investment 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 investment 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 investment 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 and employer 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 benefits' within 'Superannuation benefit transfers to the ATO' in this section for further details)
- an annual statement providing details of your investment in the Super Plan as at 30 June each year
- 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
- 'inactive account' notifications where we have not received a contribution for 9, 12 and 15 months if you have insurance cover.

If you have provided an email address, you consent to receiving online communications (including via myPerpetual) and the above reporting will be made available via myPerpetual (see 'myPerpetual online access' in the 'Operating your account' section for further information), although there may be times when we must also send correspondence to you in paper form.

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.

Inquiries

If you have an inquiry, you can either phone us on 1800 022 033 during business hours, email us at investments@perpetual.com.au or write to:

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

Complaints

If you have a complaint about your investment in the Super Plan or a Trustee decision that affects you, you should take one of the following steps:

- 1. Contact one of our Client Services representatives on 1800 022 033 and tell them about your complaint.
- Email your complaint to MyComplaint@perpetual.com.au.
- Complete our online complaints submission form available at www.perpetual.com.au/privacy-policy/ making-a-complaint.
- Put your complaint in writing and mail it to: Client Services – Complaints Perpetual WealthFocus Super Plan GPO Box 4171 Sydney NSW 2001

We will endeavour to respond to your complaint fairly and as quickly as we can and by no later than the maximum response timeframe of 45 days (unless these are complaints made about the proposed distribution of a superannuation death benefit, where we will respond by no later than 90 days after the end of the 28 day statutory period available to potential beneficiaries to raise their objections about a proposed superannuation death benefit distribution). If we have not had a reasonable opportunity to respond to your complaint before the maximum response timeframe ends, we will write to you to let you know.

If, before the maximum response timeframe for your complaint has passed, you don't feel as though your concerns are being heard or have received our response and are not satisfied with the resolution that has been proposed, our Client Advocacy Team may be able to assist you. Please see www.perpetual.com.au/about/client-advocacy for information on how to get in touch with our Client Advocacy Team members.

If, at any time you are not satisfied with our response to your complaint, any aspect of our complaints handling process or if you have not received a response within the maximum response timeframe, the Australian Financial Complaints Authority (AFCA) might be able to assist you.

Australian Financial Complaints Authority

We are members of the AFCA external dispute resolution scheme.

AFCA has been established by the Commonwealth Government to deal with complaints from consumers and small businesses about financial services firms. AFCA service is free of charge to you.

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' in this section for details) or you can obtain a copy free of charge by contacting us.

For insurance, the insurer's privacy policy is available on their website www.aia.com.au.

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 any insurance cover.

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) and Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (Rules) regulates financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing.

Under the AML Act and Rules and the sanctions of Australia (or other sanction regimes that we may comply with), we are required to:

- verify your identity before providing services to you, and potentially from time to time thereafter
- 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 other sanction regimes that we may comply with)
- 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.

Superannuation benefit transfers to the ATO

We are required by law to transfer the following superannuation benefits to the ATO:

- inactive low-balance accounts
- · lost member accounts
- unclaimed benefits.

After payment to the ATO, we are discharged from any further liability for payment of the benefit.

You can consolidate superannuation benefits transferred to the ATO into an active superannuation account through your myGov account. Alternatively, the ATO is required

to pay any superannuation amounts it holds into an active superannuation account held by the member where the consolidated balance will be \$6,000 or more.

Interest will be paid at a rate equivalent to CPI on all superannuation benefit amounts reclaimed from the ATO.

Inactive low-balance accounts

An inactive low-balance account is an account with a balance of less than \$6,000 where the member has had no contributions for 16 months and where the member has **not** done at least **one** of the following:

- made changes to their investment option(s)
- elected to maintain or made changes to their insurance cover
- made or amended a binding beneficiary nomination
- confirmed that they want their account to remain with their super fund by providing the fund with a written notice at least 30 days before the relevant reporting date (see below for details).

Inactive low-balance accounts must be identified as at 30 June and 31 December each year and reported to the ATO on the following 31 October and 30 April respectively. The balances of those accounts remaining inactive at that time must then be transferred to the ATO.

Lost member accounts

You will be considered a lost member in the Fund if you are uncontactable because:

- · either:
 - the Fund has never had an address (whether non-electronic or electronic) for you

OT

- 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
- 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.

Small or insoluble lost member accounts

A lost member account is also taken to be unclaimed super money if either:

- the balance of the lost member account is less than \$6,000 (small lost member account) or
- the lost member account has been inactive for 12
 months and we are satisfied that it will never be possible
 to pay the benefit to the member (insoluble lost
 member account).

Unclaimed benefits

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.

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, we 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 effecting 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 on your application form. You must also complete the 'Nomination of beneficiary' form and attach it to your application. You can revoke or amend an existing nomination at any time, or make a new beneficiary nomination of any kind, by completing another form (as set out in the form) and sending it to us.

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.

For a binding nomination to be valid:

- you can only nominate your dependant(s) or your legal personal representative(your estate) as a beneficiary
- your nomination must be made in writing and signed by you in the presence of two witnesses who are over 18 years of age and not named as beneficiaries.

If we have accepted a valid binding nomination to pay one or more dependants or your legal personal representative and that nomination, or a part of it, is no longer valid at the time of payment (eg a nominated beneficiary is not still a dependant at the time of death), 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.

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 Services Australia.

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.

Relationship between the Trustee and underlying investment options

A number of investment options in the Fund invest in underlying investment funds managed within the Perpetual Group. Under the law, where the Trustee invests money of the Fund with a related entity, it must deal with the related entity strictly on commercial and arm's length terms.

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 investment fund in which it invests), 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 us not being able to reasonably acquire or dispose of assets held by the investment option
- an underlying investment 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 investment fund's gearing level exceeds 75%. If a suspension occurs, the gearing level in the underlying investment 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.

Delays 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 and/or uses myPerpetual or the phone or email facilities (as applicable) to transact or 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 transaction 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
- · 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
- · myPerpetual online access conditions of use
- our privacy policy
- · additional information about certain 'complex' funds
- the latest 'Full holdings disclosure' document for the Perpetual ESG Australian Share 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.

Applying for an investment

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' in the 'Additional information' section 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' included in this PDS) see 'Consolidating your super into the Super Plan' in the 'Superannuation and WealthFocus' section for further information.

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

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 the 'BPAY biller codes' table in the 'Operating your account' section for details).

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

Nishi Building Level 9 2 Phillip Law 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 Tower Level 29 2 The Esplanade Perth WA 6000

www.perpetual.com.au





Product Disclosure Statement issue number 14 dated 1 October 2022

Supplementary Product Disclosure Statement dated 15 December 2022

Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

Super Plan application

Please complete all pages of this form in black ink using BLOCK 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.

1. Member details (must be completed)

Are you an existing Perpetual investor?
no yes client number
new account
additional investment existing account number A C
title Mr Mrs Miss Ms Other
first name(s)
last name
occupation
date of birth / gender male female
Tax file number (TFN)
If you do not supply us with your TFN we will be required to deduct additional tax on all concessional contributions that you make or are being made on your behalf. We are also unable to accept any non-concessional (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 please specify country of residence below.

1. Member details (continued)

Residential	address (mandatory	1
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Residential address (mar	idatory)										
unit number street	number										
street name											
suburb (if relevant) OR city	У				П						
state	postcode										
country										Ţ	
phone (business hours)		phone (after	hours)								
mobile		fax									
email address											
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2. Payment details (must be completed)

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

direct debit	we will debit your bank account nominated in section 7 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 - [ins	sert name of applicant]					
rollover	make sure you complete the 'Transfer autho	ority' form					
Source of funds being	g invested (select most relevant option)						
retirement savi	gs employment income bu	usiness activities	sale of assets				
inheritance	gift financial investments	other					

3. Contribution/rollover details

Please indicate below the amount of your contributions and/or rollover.

Contribution limits: Please refer to the Features Book 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

Contribution type	Amount	Further details
personal contribution	\$	If you are eligible and intend to claim a tax deduction on these contributions you will also need to complete section 4.
spouse contribution	\$	
downsizer contribution	\$	You will also need to complete a 'Downsizer contribution into superannuation' form (available from the ATO).
CGT contribution	\$	You will also need to include a completed 'Capital gains tax cap election' form (available from the ATO).
personal injury payment	\$	You will also need to include a completed 'Contributions for personal injury election' form (available from the ATO).
Covid-19 recontribution	\$	You will also need to include a completed 'Notice of re-contribution of COVID-19 early release amounts' form (available from the ATO).
Total	\$	

Rollovers

If you are transferring from another super fund please complete relevant details below. You will also need to complete the 'Transfer authority' form for each rollover being requested.

Name of previous superannuation provider	Policy/Account number	Approximate amount
		\$
		\$
		\$
		\$
		\$
	Total	\$

3. Contribution/rollover details (continued)

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 7, from which contributions will be deducted under the savings plan.

Contribution type If you are eligible and intend to claim a tax deduction on any personal contributions you will produce the following a state of the contributions of the following a state of the	personal	
will need to complete the following section.	spouse	
Amount (minimum \$100 per investment option)	\$	
Frequency	fortnightly	
	monthly (default)	
	quarterly	

4. Tax deduction for personal contributions

Please refer to the Features Book for information about your eligibility to claim a tax deduction for your personal contributions.

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 for the current financial year.

5. Features (must be completed)

Indicate which optional features you would like applied to your account.

BPAY (additional investments)	yes (default)		no	
Dollar cost averaging plan	yes		fortnightly	
Select your investment options in the following section Note: you cannot select both the dollar cost	\$		monthly (default)	
averaging plan and auto-rebalancing for the same account.		per frequency	quarterly	
Auto-rebalancing				
 Note: you cannot select both the dollar cost averaging plan and auto-rebalancing for the same account. 	yes		quarterly (default)	
If you are investing in Perpetual Geared Australian investment option you must tick 'Yes' to the			half-yearly	
auto-rebalancing feature and complete the 'investment strategy' column in the following section.			yearly	
Nomination of beneficiary If you would like to nominate a beneficiary to receive your benefit on death complete the 'Nomination of beneficiary'	yes		no	
form.				
Investor myPerpetual online access	view & transact (default)		view only	
Adviser myPerpetual online access				
Note: your financial adviser can access information about your account online (and may extend to their authorised delegates the same level of online access you have determined for your adviser)	view & transact (default)		view only	
Investment information to be sent in the mail Note: most of your investment information is also available online through myPerpetual	online only (default)		online and mail	
Annual report to be sent in the mail Note: the annual report is also available on our website	no (default)		yes	
Marketing material I would like to receive investment education material and be informed about Perpetual's products, services and offers	yes (default)		no	

- For each optional feature you have elected, please ensure you have read and understood the relevant section in the Features Book for that feature.
- If you have nominated an optional feature above, please ensure you fill out the relevant columns in the table in the following section.

6. Investment allocation (must be completed)

Investment options	short code	initial investm			savings plan (min \$100 for any investment option)	average OR in str	ar cost ging plan vestment rategy dditional ments and balancing)
Cash							
Perpetual Cash	PSCA	\$	or	%	\$		%
Fixed income and cre	dit						
Bentham Global Income	PISCSG	\$	or	%	\$		%
Macquarie Income Opportunities	PISUBY	\$	or	%	\$		%
Perpetual Diversified Income	PISDIN	\$	or	%	\$		%
Perpetual Dynamic Fixed Income	PISARF	\$	or	%	\$		%
Schroder Fixed Income	PISDAB	\$	or	%	\$		%
Vanguard Australian Fixed Interest Index	PISVGY	\$	or	%	\$		%
Property & Infrastruct	ture						
Lazard Global Listed Infrastructure	PISLGL	\$	or	%	\$		%
Pendal Property Securities	PISHSP	\$	or	%	\$		%
Vanguard Australian Property Securities Index Australian shares	PISVGP	\$	or	%	\$		%
Australian Shares Australian							
Active Equity	PISUBA	\$	or	%	\$		%
Ausbil Australian Emerging Leaders	PISELF	\$	or	%	\$		%
Fidelity Australian Equities	PISFID	\$	or	%	\$		%
Investors Mutual Australian Share	PISIMA	\$	or	%	\$		%
Pendal Australian Equity	PISBTA	\$	or	%	\$		%
Perpetual Australian Share	PSAS	\$	or	%	\$		%
Perpetual Concentrated Equity	PISCEF	\$	or	%	\$		%
Perpetual ESG Australian Share	PISSRF	\$	or	%	\$		%
Perpetual Geared Australian (maximum 50%)	PISGAF	\$	or	%	\$		%
Perpetual Industrial Share	PSIS	\$	or	%	\$		%
Perpetual SHARE-PLUS Long-Short	PISSPF	\$	or	%	\$		%
Perpetual Smaller Companies	PSSC	\$	or	%	\$		%
Schroder Australian Equity	PISSCH	\$	or	%	\$		%
Vanguard Australian Shares Index	PISVGA	\$	or	%	\$		%

6. Investment allocation (continued)

Investment options	short code	initial investment			savings plan (min \$100 for any investment option) (for invest		dollar cost eraging plan R investment strategy for additional restments and o-rebalancing)	
International shares								
Barrow Hanley Global Share	PSIT	\$	or	%	\$		%	
Magellan Global	PISAAI	\$	or	%	\$		%	
MFS Global Equity	PISMFG	\$	or	%	\$		%	
Perpetual Global Allocation Alpha	PSSG	\$	or	%	\$		%	
Perpetual Global Innovation Share	PISINA	\$	or	%	\$		%	
Platinum Asia	PISPAF	\$	or	%	\$		%	
Platinum International	PISPLI	\$	or	%	\$		%	
T. Rowe Price Global Equity	PISTRP	\$	or	%	\$		%	
Vanguard International Shares Index	PISVIS	\$	or	%	\$		%	
Vanguard International Shares Index (Hedged)	PISVGI	\$	or	%	\$		%	
Diversified - conserv	vative							
BlackRock Diversified ESG Stable	PISBGC	\$	or	%	\$		%	
Perpetual Conservative Growth	PSCG	\$	or	%	\$		%	
Diversified – balance	ed							
Perpetual Diversified Growth	PSDG	\$	or	%	\$		%	
Perpetual Diversified Real Return	PISDRR	\$	or	%	\$		%	
Diversified – growth								
BlackRock Diversified ESG Growth	PISBGG	\$	or	%	\$		%	
BlackRock Tactical Growth	PISUBB	\$	or	%	\$		%	
Morningstar Growth Real Return	PSBLG	\$	or	%	\$		%	
Perpetual Balanced Growth	PSBG	\$	or	%	\$		%	
Schroder Sustainable Growth	PISSCG	\$	or	%	\$		%	
Total		\$	or	100%	\$	10	0%	

7. 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.

Bank account 1	Bank account 2
Complete your bank account details in this section and indicate what you would like us to use these bank account details for	Only complete your account details in this section if you would like us to debit a different bank account for your savings plan .
contributions	
savings plan	
withdrawals	
name of financial institution	name of financial institution
branch name	branch name
branch number (BSB) account number	branch number (BSB) account number
name of account holder	name of account holder
signature of account holder A	signature of account holder A
signature of account holder B	signature of account holder B
date / /	date / /

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.

8. Authorised representative

Would you like to appoint an authorised representative? Before appointing an authorised representative, refer to the Features Book

no please go to section 9		
yes please complete the details	below.	
myPerpetual online access for my auth	orised representative	
view and transact (default)	view only	
authorised representative details:		
first name(s)		
last name		
po box unit number	street number	
street name		
suburb (if relevant) OR city		
state postcode	country	
signature of authorised representative		date / /

9. Insurance cover

Would vou like insui	rance cover? Refer to the	e Insurance Book	available on our website.
----------------------	---------------------------	------------------	---------------------------

no please go to se	ction 10					
yes please complete the following short personal statement if you are under age 55 and applying for:						
· ·	over up to \$1 m	· ·		•	y continuance cover u	up to \$8,000 per
	over up to \$1 mi			month, and	' to questions 3 to 8.	
	PD cover up to				·	
If you do not satisfy the al	bove condition	s you will need to co	mplete the	'Insurance ap	plication' form in the	e Insurance Book.
Type of insurance (for an i	ncrease in cov	er, the amount nomir	nated will b	e added to any	y existing cover)	
Type(s) of cover		New			Increase	
death only or	amount	\$		(min. \$50,000)	\$	
TPD only or	amount	\$		(min. \$50,000)	\$	
death and TPD	death amount	\$		(min. \$50,000)	\$	
	TPD amount	\$		(min. \$50,000)	\$	
	buyback option	yes no (default)				
and/or salary continuance	amount	\$		per month (min. \$500 per month)	\$	per month
	allowance for sup 10% of your mor	alary continuance cover ca ver contributions. That is you thly income representing a vnthly cover amount you car	ır cover amour super contribu	nt cannot be greate ution component. F	r than 75% of your monthly or example if you have a	y income plus an optional
What percentage of your co- super contribution compone If this is left blank nil will be	nt?	cated above represent	s a	à maxin	optional and is num of 10% of onthly income.)	
Please apply indexing to my	sum insured:					
yes (default)	0					
Salary continuance only (in	ndemnity)					
hanafit pariod	2 y	ears	5 y	/ears	to ogo SE	
benefit period	(to age 65 if ear	lier) (to	age 65 if ea	arlier)	to age 65	
waiting period	30 (days	60	days	90 days	
Please pay my insurance pre	emiums					
from my investment option with the highest balance (default) - including where the balance in a nominated investment option is insufficient to pay a premium						
proportionally across my investment options						
from my						investment option
Election to maintain cover	(optional)					
I wish to opt-in to main (where my insurance c premiums being charg	over would othe	rwise be required to be	cancelled).	I understand ar		
	•	,				

9. Insurance cover (continued)

Personal questionnaire:

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?						
2. annual number of hours salary 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;	no	yes				
• mental or nervous disorder including stress, anxiety, depression or neurological condition;	no	yes				
• cancer or a tumour of any type;	no	yes				
back/joint disorder, arthritis, loss of limb or paralysis;	no	yes				
• loss of sight of any eye(s) or blindness;	no	yes				
kidney, bladder, bowel or stomach disorder and/or disease;	no	yes				
diabetes or liver disease (including hepatitis)?	no	yes				
7. (a) Have you ever used any illicit drugs not prescribed by a medical practitioner? (b) In the past 5 years have you:	no	yes				
 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 	no	yes				
 (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? 						

9.	insurance of	cover (continued)					
8.	from work or una	pplying for death only cover, ble to carry out all of the dutie an injury or illness (even if yo ed)?	es of your curre	ent or usual o	ccupation on a full	no	yes
9.	Do you have existing life, disability or trauma cover on your life (including any current applications held with any insurer)? If yes, please provide the policy details below.						
С	commencement date	Insurer	Type of	cover	Amount of cover	т	o be replaced
						no	yes
						no	yes
	you answered 'Ye ook.	es' to any of questions 3 to	8 above, pleas	se complete	the 'Insurance appl	ication' form in	the Insurance
10	. Member a	dvice fee					
Con	mplete this section	if you have agreed with your	financial advis	er to have an	ongoing and/or one-	off member advi	ce fee deducted.
are	paid monthly by th	rrangements, the fee will beg the withdrawal of units from the ment over the month.					
		ember advice fee payable in a e falls making the fee greater			-		as a dollar amount,
on	going member ac	dvice fee (including GST les	ss any RITC av	/ailable to th	e Fund)		
		% per annum	or		pe	r month	
The	e ongoing member	advice fee is to be paid:					
П	as a deduction p	ro rata across my investment	portfolio (defai	ult) or			
fror	n my					investment op	tion
Bas	sed on your accoun	t balance, an estimate of the f	ees payable ov	er a 12 month	period is \$		
		nomination on how the fee sl going fee arrangement will be					
Eı	nter the date on w	ement anniversary day which you received a Fee Di to, the date you signed the			et consented to the	ongoing fee. Th	is date must be
Th If	ne anniversary day you do not renew y	angement will not be accepte r is each anniversary of the da your consent to the ongoing f ithdraw or vary your consent	ate entered abo ee, we will stop	ove. o deducting it		50 days after the	anniversary day,

One-off advice fees are paid by redeeming units from the account specified above and making a payment to your financial adviser though their licensee or dealer group.

Important: Units are redeemed from your account on the day we receive this consent form and the advice fee is paid to your financial adviser the following month. You may withdraw your consent up until the end of the month in which you provide this form. If you do so, the advice fee will be credited to your account at the unit price effective on the date you withdraw your consent. Any instruction received after 3pm will be processed on the following business day.

The maximum one-off fee is 3% of your account balance.

one-off member advice fee (including GST less any RITC available to the Fund)	
\$	
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.
Services received - these must fall within the range of services listed below	

Advisers are able to charge advice fees for the following services provided in relation to your Perpetual WealthFocus Super Plan account:

- account establishment and commencement
- periodic review of your account
- strategic superannuation advice
- management and administration of your account
- superannuation investment portoflio advice
- superannuation contribution strategy
- insurance in superannuation strategy
- superannuation withdrawal advice and management

Perpetual can refuse a request to pay fees under an ongoing fee arrangement or a one-off 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

Financial adviser details and member advice fee

Where an ongoing member advice fee has been agreed with the member (see section 10 of this application form):

- I will promptly notify Perpetual in writing if I am no longer entitled to receive the member advice fee.
- I acknowledge that where agreed services are not provided to the member, Perpetual reserves the right to claw back fees.
- I consent to Perpetual acting as my agent to collect any member advice fee agreed in section 10 of this application form.
- I confirm that the services to be provided to the account holder for the ongoing fee arrangement or one-off fee arrangement fall within the range of services listed, for which advisers are able to charge member advice fees.

financial adviser name				Ш							
phone (business hours)	Ш	Щ	Щ	Ц			(aft	phone er hours)	Ш	Щ	Ц
mobile	Ш	ш	ш	Ш				fax	Ш	ш	Ш
postal address		Ш	Ш	Ш	Ш	ш			Ш		
email											
AFSL licensee name			Ш	Ш		Ш					
AFSL number		Ш									
either Perpetual adviser number											
or dealer group			Ш	Ш	Ш		Ш			Ш	Ш
dealer branch											
financial adviser signature								date	1	/	
IL GN	/	/ (Group)								
IL AN	/	/ (Adviser)							ADVISER STAMP	
IL CN	/	/	(Client)								

12. Declaration and signature (must be completed)

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, 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)
- I have read and understood the privacy disclosure as detailed in the Features Book. 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 financial adviser (named in this form) in relation to the investments described in this form. Where the financial adviser 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
- if applicable, in the case of contributions, that I have read and understood the contribution eligibility rules in the Features Book 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
- I have provided my financial adviser with acceptable identification documentation as described in the following section OR I am not
 investing through a financial adviser, and therefore have included certified copies of acceptable identification documentation as described
 in the following section.

I acknowledge and agree that:

- If I do not renew my consent to the ongoing fee arrangement, the member advice fee specified in Section 10 of this form will be deducted
 for a maximum of 150 days after the anniversary date of the ongoing fee arrangement. Consent may be withdrawn or varied at any
 time during the ongoing fee arrangement by notice in writing to my financial adviser or Perpetual
- The ongoing fee arrangement may continue where Perpetual is advised by the outgoing AFS licensee or financial adviser that the
 services under the ongoing fee arrangement are to be provided by a new AFS licensee or financial adviser and that I have consented
 to that transfer
- the information contained in the PDS is not investment advice or a recommendation that the Super Plan and/or any investment option is suitable having regard to my investment objectives, financial situation or particular needs
- 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
- Perpetual may be required to pass on my personal information or information about my investment to the relevant regulatory authorities, including for compliance with income tax law and the Anti-Money Laundering and Counter-Terrorism Act 2006 or associated regulation and any tax-related requirements for tax residents of other countries
- 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
- 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.

Insurance cover

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

- The Trustee is the issuer of the insurance benefits provided to members of WealthFocus Superannuation Plan ABN 84 008 41 831. To help meet its obligations in connection for these insurance benefits, the Trustee holds life insurance policies issued by AIA Australia Limited ABN 79 004 837 861 AFSL 230043.
- 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 the insurer,
 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 the insurer 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 trustee and insurer 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 the trustee about acceptance of my application. Duty to take reasonable care - I acknowledge that I have read and understood the Duty to take reasonable care in accordance with the Insurance Contracts Act 1984 as detailed in the PDS. Consent to provide personal health information to my 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 boxes 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 your 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 understand the product and decide if it is appropriate to your needs. signature of member date print name Final checklist Important notes: Have you • If signing under power of attorney, the attorney certifies that he or she has not received notice of revocation of that power. Completed all sections of your application form? 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 Signed your application form? application. Members should retain a copy of the PDS during the life of Provided your financial adviser customer identification this PDS. documents requested in this application form? A business day is a working day for Perpetual in Sydney. OR if you don't have a financial adviser have you enclosed your certified customer identification documents? 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 a joint investor, please provide the relevant documents for BOTH investors.

- 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 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 Services Australia (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.

How to certify your documents

In accordance with the AML Rules, a certified copy means a document that has been certified as a true and correct copy of an original document by a person listed below, including all persons described in the Statutory Declarations Regulations 2018 (Cth).

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, patent or trade marks attorney
- An Australian medical practitioner including dentist, nurse, midwife, optometrist, pharmacist, physiotherapist, chiropractor, psychologist, occupational therapist 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
- An architect
- 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
- A registered migration agent
- 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 financial adviser or financial planner
- 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.

	n procedure (Financial by financial advisers when a	• ,	provided, rather than certifi	ed copies of identity
ID document details	Document 1		Document 2	
verified from	original	certified copy	original	certified copy
document name/type				
document issuer				
issue date				
expiry date				
document number				
accredited English translation	N/A	sighted	N/A	sighted
an identity verification properties or their authorised representations.	this record of verification proposed procedure has been complete esentative and d in relation to residency stat	ed in accordance with the		
AFS licensee name			AFSL number	
representative/ employee name			phone number	
signature			date verification completed	

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Product Disclosure Statement issue number 14 dated 1 October 2022 Supplementary Product Disclosure Statement dated 15 December 2022

Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

Nomination of beneficiary

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

• To establish a valid nomination ensure **no alterations** are made on this form.

Column D in the table (Share of death benefit) must total 100%.

Law.

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	If you have more than one account held in Perpetual WealthFocus Super Plan and Pension Plan, please list the account numbers that this nomination applies to below.				
first name(s)	This nomination is to apply to all my existing Perpetual WealthFocus Super Plan and Pension Plan accounts, or				
last name	This nomination applies to the account numbers listed below:				
	A C				
client number	A C				
	A C				
2. Nomination					
Perpetual offers the following options for nominating a beneficiary	to receive your superannuation benefit in the event of your death:				
 A valid <i>binding nomination</i> is a legal instruction, whereby the according to the binding nomination. A <i>binding non-lapsing nomination</i> does not expire (it will only be according to the binding nomination). 					
 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				
IMPORTANT – before you complete the following table:	a use more on a visita of forms. In lease the most country is a second				
 If this nomination requires witnessing please post this form a 	is we need an original form – please oo not send via emali				

You can nominate your legal personal representative and/or one or more of your dependants as defined under Superannuation

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

A) Nominated beneficiary (full name)	B) Relationship to you	C) Date of birth	D) Share of death benefit
Legal Personal Representative (your estate) If you have nominated 100% of the benefit allocation to your Legal Personal Representative do not complete any further nominations.	N/A	N/A	%
first name(s)	spouse	1 1	%
	child		
last name	interdependent		
	financial dependant		
first name(s)	spouse	1 1	%
	child		
last name	interdependent		
	financial dependant		
first name(s)	spouse	1 1	%
	child		
last name	interdependent		
	financial dependant		
		тоти	AL 100%

3. Declaration

By making the nomination in this form, I understand that I must send this form to the Trustee.

- I understand 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 interriber (iii black	nature of member (in blac	k in	K)
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Note: This form cannot be signed under Power of Attorney

full name	declaration date
	1 1

Witness declaration (required for all binding nominations and where an existing binding nomination is being revoked or replaced with a non-binding nomination)

Witness 1 I declare that I am over the age of 18 and this nomination was signed by the member in my presence and the presence of the other witness on the declaration date.	Witness 2 I declare that I am over the age of 18 and this nomination was signed by the member in my presence and the presence of the other witness on the declaration date.								
full name	full name								
date*	date*								
*In order to make a valid nomination, the witness date and declaration date MUST be the same.	*In order to make a valid nomination, the witness date and declaration date MUST be the same.								
IMPORTANT – For nominations that require witnessing:									
We require an <u>original</u> form – only post this form, please do n	<u>ot</u> send via email.								
This form must be signed by the member and both witnesses	at the same time.								
Checklist									
Please note this form cannot be accepted if alterations are m of beneficiary form'.	ade. In the event of an error please complete a new 'Nomination								
To ensure that your nomination is processed correctly, pleas	e check you have:								
completed all of your personal details and your beneficiaries'	details								
in section 2, column D (Share of death benefit) written amount	nts that total to 100%								
signed and dated the declaration									
your two witnesses' completed details and signatures (where	required – see above)								
Nominations requiring witnessing must be mailed to: Reply Paid 4171 Perpetual WealthFocus Super Plan GPO Box 4171	Nominations not requiring witnessing can also be emailed to: investments@perpetual.com.au								

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.

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 publicly available at our website or you can obtain a copy free of charge by contacting us.



Product Disclosure Statement issue number 14 dated 1 October 2022

Supplementary Product Disclosure Statement dated 15 December 2022

Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

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 should be accompanied by the 'Complying fund statement' from the Trustee confirming Perpetual WealthFocus Superannuation Fund is a complying superannuation fund and that it accepts employer contributions. This form also provides 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.
3. Submit this form to your employer together with the 'Complying fund statement'.

1. Details of my chosen super fund

I request that all future super contributions be paid as follows:

contributions for employees using the fund details provided above.

employees.

fund name	Perpetual WealthFoc Fund	us Superannuation	address	GPO Box 4171 Sydney NSW 2001	
account number	A C				
fund Australian Busine	ess Number (ABN)	41 772 007 500	Unique Superannu	ation Identifier (USI)	PER0068AU
2. I request that above	at all future en	nployer contrib	utions are ma	ade to the fun	d specified
employer name(s)					
employee name					
TFN			date	e of birth /	/
signature of employee				date /	/
Employers can make	SuperStream complia	nt super contributions	for employees using	g the fund details pro	ovided above.
3. This section	n is for your en	nployer to read	and to comp	olete	
Don't send a copy of t	this form to us or to th	ne ATO. You must keep	a copy for your ow	n records for a perio	d of five years.
receiving this form can	be made either to your	is signed by your emplo nominated super fund (y be made to the employe	our default fund) or to	the employee's new	
date form receiv	red /	/	date you act on yo employee's choice		/
4. How to mak	e super paymo	ents			

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

Contact us on 1800 022 033 if you need assistance understanding your employer super obligations or making payments for your



Product Disclosure Statement issue number 14 dated 1 October 2022 Supplementary Product Disclosure Statement dated 15 December 2022

Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

Complying fund statement

Perpetual Superannuation Limited

ABN 84 008 416 831 AFSL 225246 RSE L0003315

Level 18, Angel Place 123 Pitt Street GPO Box 4171 Sydney NSW 2001 Australia

DX 365 Sydney

www.perpetual.com.au

Client Services
Phone 1800 022 033

To Whom It May Concern,

Perpetual WealthFocus Superannuation Fund

Australian Business Number (ABN): 41 772 007 500 RSE Registration No. R1057010

Unique Superannuation Identifier (USI): PER0068AU (Perpetual WealthFocus Super 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. 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 into the Super Plan, including superannuation guarantee contributions from any employer on your behalf.

Yours faithfully

Directors

Perpetual Superannuation Limited



Product Disclosure Statement issue number 14 dated 1 October 2022

Supplementary Product Disclosure Statement dated 15 December 2022

Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

Transfer authority

1. Applicant details

You must complete a separate transfer authority for each fund you are transferring from.

title	Mr	Mrs	Vliss	Ms	other		date of birth		/	/		
first name(s)			Щ	Щ	Щ					Ц	Ц	П
last name		₩		Щ							Ц	
tax file number (TFN) ¹	1 You are	not obliged by	v law to disc	lose vour T	FN. but there	e mav be tax	consequences if you	u do not pi	rovide it.			
gender		female	,	,	,	, , , , , , ,						
phone (business hours)		lemale	П			phone (af	ter hours)	П	П			П
phone (mobile)		П										
residential address			Ш		П	Ш						Ι
suburb (if relevant) or city			Ш		Ш		state		postc	ode		
country											Ц	
previous address	If the add	dress held l	by your 'F	ROM' fun	d is differe	nt to your	current address,	please g	jive det	ails belo	w.	Т
suburb (if relevant) or city							state		postc	ode		
country												

2. Fund details

FROM (old fund)								TO (n	ew fu	ınd)											
fund name								fund r	ame			Pe	erpe	tual	Wea	lthF	ocu	S			
												Sı	uper	annı	uatio	n Fı	und				
fund postal address								fund p	hone	numb	oer	1	8	0	0	0	2	2	0	3	3
								client (if kno		er											
fund phone number			П	Ι	I			accou		mber											
membership or account number								Austra numb		ousine 3N)	ess	4	1	7	7	2	0	0 7	7 5	0	0
Australian business number (ABN)		Ш			I			Uniqu identi		erann	uation			Р	Ε	R	0	0 6	8	Α	U
Unique superannuation identifier		П																			
Transfer amount																					
If you have multiple a	ccount r	numbers v	vith this fu	und,	you ı	must o	com	plete a	sepa	arate f	orm fo	r eac	ch ac	ccou	nt yo	ou w	ish	to tra	nsfei		
I authorise the transfe	er of	the total	value or		parti	al valı	ue														
of my benefit in the a																					
Perpetual Superann	uation L	_imited, F	Perpetual	l We	althF	ocus	Su	per Pl	an, G	РО В	ox 417	71, S	ydn	ey N	ISW	200)1.				
3. Authorisati	on																				
By signing this request	t form I:																				
 declare I have fully 	read this	form and	the infor	mati	on co	omple	ted i	is true	and c	correc	t										
 am aware I may ask about the effect this 														ay a	pply	, or	any	othe	r info	rmat	tion
consent to my TFN	being di	sclosed fo	r the purp	pose	s of	conso	lidat	ting m	/ supe	erannı	uation	bene	efits								
 discharge the super 'TO' fund. 	rannuatio	n provide	er of my 'F	FROI	M' fu	nd of	all fu	urther	iabilit	y in re	espect	of th	e be	nefi	ts pa	aid a	nd t	ransf	errec	l to r	ny
I request and consent give effect to this trans		insfer of s	uperannu	uatio	n as	descr	ibed	l abov	e and	autho	rise th	e su	pera	ınnu	atior	n pro	ovide	∍r of ∈	each	func	d to
first name(s)								Ш		Ш								I	I		
last name																		I	I		

signature



Product Disclosure Statement issue number 14 dated 1 October 2022 Supplementary Product Disclosure Statement dated 15 December 2022

Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

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

Australian Business Number (ABN): 41 772 007 500

RSE Registration No. R1057010

Unique Superannuation Identifier (USI): PER0068AU (Perpetual WealthFocus Super Plan)

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 of the Fund complies with the preservation and portability standards currently imposed on complying superannuation funds under the Superannuation Industry (Supervision) Act 1993 and Regulations.

Yours faithfully

Directors

Perpetual Superannuation Limited

Perpetual Superannuation Limited

ABN 84 008 416 831 AFSL 225246 RSE L0003315

Level 18, Angel Place 123 Pitt Street GPO Box 4171 Sydney NSW 2001 Australia

DX 365 Sydney

www.perpetual.com.au

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Phone 1800 022 033