PERPETUAL WEALTHFOCUS SUPER PLAN

Features Book

PRODUCT DISCLOSURE STATEMENT - PART 1

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IMPORTANT NOTES

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

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

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

In this PDS, the 'Fund' means Perpetual WealthFocus Superannuation Fund (ABN 41772007500, RSE R1057010), which includes:

- Perpetual WealthFocus Super Plan (Super Plan)
- Perpetual WealthFocus Wholesale Super Plan (Wholesale Super Plan)
- Perpetual WealthFocus Pension Plan (Pension Plan)
- Perpetual WealthFocus Wholesale Pension Plan (Wholesale 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 'Perpetual Investments' are to Perpetual Investment Management Limited (ABN 18 000 866 535, AFSL 234426) as the responsible entity of the underlying registered managed investment schemes into which the investment options generally invest.

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

'Perpetual Group' means Perpetual Limited and its subsidiaries.

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

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

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

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

disclosure statements for the funds, issued by Perpetual Investments, contain all of the information that you would receive if you were investing directly in the funds and can be accessed via our website or obtained without charge on request (including any updates). Please note that certain product features (including minimum amounts, regular savings plan and regular withdrawal plan) and some of the other information (including cooling-off provisions, distributions, tax, rights of investors, ownership of units, continuous disclosure documents and complaints process) in those product disclosure statements either work differently or won't be relevant to you since you are not investing directly in the funds.

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

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

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

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

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

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

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

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

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WELCOME TO WEALTHFOCUS

WHAT IS PERPETUAL WEALTHFOCUS?

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

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

- Perpetual WealthFocus Investment Advantage –
 for aiming to create wealth outside of superannuation,
 offering the potential for capital gains tax advantages
- Perpetual WealthFocus Super Plan for superannuation and insurance
- Perpetual WealthFocus Pension Plan for pension income.

THE KEY BENEFITS OF INVESTING IN PERPETUAL WEALTHFOCUS

A HIGH QUALITY, DIVERSE INVESTMENT MENU

You can tailor a diversified investment portfolio by choosing from an investment option menu that provides access to a wide range of asset classes, with underlying investment funds managed by Perpetual Investments or one of more than 30 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.



A COMPETITIVE AND SIMPLE FEE STRUCTURE

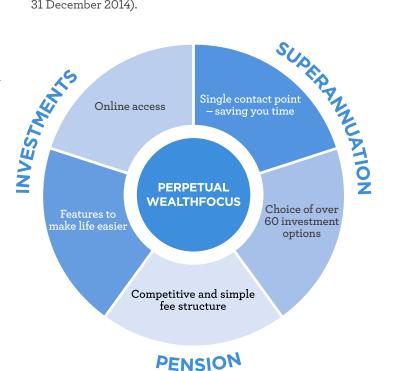
Our fees are competitive and our fee structure is simple and easy to understand.

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 more than 125 years.

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

Perpetual Investment Management Limited, the responsible entity of the underlying registered managed investment schemes into which the investment options generally invest, is one of Australia's leading investment managers, with \$31.8 billion in funds under management (as at 31 December 2014).



WEALTHFOCUS SUPER PLAN AT A GLANCE

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

CHOICE OF INVESTMENTS	SUMMARY INFORMATION	FURTHER INFORMATION
A range of investment options	More than 60 investment options to choose from	Investment Book
A range of investment styles	More than 30 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)	page 21
Initial investment/balance per investment option	\$1,000	page 21
Additional investment per investment option	\$1,000 (\$100 by savings plan)	page 21
Investment option switch	\$1,000 (\$100 for dollar cost averaging plan)	page 22
$Withdrawal^1$	\$1,000	page 23
Account balance	\$1,000 (after any withdrawal)	page 23
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	page 25
Direct debit	For authorising us to debit your nominated account directly to make your initial and/or additional contributions	page 21
ВРАУ	For making additional contributions electronically	page 21
Savings plan	For making regular contributions by direct debit	page 22
Switching	For restructuring your investment portfolio	page 22
Dollar cost averaging plan ²	For gaining exposure to investments gradually over time	page 23
Auto-rebalancing ²	For maintaining your investment strategy	page 23
Online Account Access	For transacting online and easy online access to information about your investments	page 24
REPORTING	SUMMARY INFORMATION	FURTHER INFORMATION
Initial investment statement	For your initial investment	page 30
Additional investment statement	For each additional investment (except savings plan contributions)	page 30
Investment restructure statement	For every one-off investment option switch	page 30
Partial withdrawal statement	For every partial withdrawal	page 30
Withdrawal (exit) statement	When you make a full withdrawal from the Super Plan	page 30
Periodic statements	Half-yearly as at 31 December and annual as at 30 June	page 30
Annual report	Provided at our website (copy by mail available on request)	page 30
Section 290-170 notice ³	Yearly as at 30 June	page 30

¹ See 'Accessing your superannuation benefit' on page 9 and 'Withdrawals' on page 23 for more information on withdrawals.

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

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

UNDERSTANDING INVESTMENT RISK

THE RISKS OF INVESTING

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

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

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

SIGNIFICANT RISKS

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.
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.
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.
Interest rate risk	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.
Liquidity risk	The absence of an established market or shortage of buyers for certain investments, such as unlisted property funds, mortgages, fixed income securities and alternative assets, can result in a loss if the holder of the investment needs to sell it within a particular timeframe. A shortage of liquidity can also result in delays in the payment of withdrawals from a fund.
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 counter-party risk. Depending on market conditions derivative positions can be costly or difficult to reverse. See 'Use of derivatives' on page 6 for further information about how derivatives may be used by the underlying investment managers.
Counter-party 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.
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.
Investment strategy risks	A fund's investment strategy may involve specific risks. These include gearing risk, short-position risk, prime broker risk and portfolio concentration risk – see 'Investment strategy risks' on page 5 for details.
Other risks	 The following risks are inherent within any of the investment options: the investment professionals employed by an investment option's underlying investment manager may change, which may affect the future performance of that investment option. transactions may be suspended, which may result in delays in paying withdrawal requests (see 'Suspension).
	of applications, switches and withdrawals' on page 34 for further information).
	• an underlying fund may be replaced.
	• an investment option may be terminated. Investing in a superannuation fund that holds units in managed investment schemes may provide you with
	a different tax outcome than investing in a superannuation fund which uses a different investment vehicle of 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.

INVESTMENT STRATEGY RISKS

GEARING RISK

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

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

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

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

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

EXAMPLE

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 ASSET	S 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%

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.

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' on page 34 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 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

Perpetual Investments in its capacity as the responsible entity of the underlying funds for Perpetual Geared Australian investment option and Perpetual SHARE-PLUS Long-Short investment option engages a prime broker to provide financing for gearing and stock for the borrowing and lending of securities as well as settlement services for these underlying funds and any other services agreed between the parties.

When one of these underlying funds borrows securities or cash, the prime broker is entitled to take collateral from the assets of the particular underlying fund. Any assets taken by the prime broker may be used by the prime broker for its own purposes (including lending those assets to third parties) for the period that the underlying fund retains the relevant liability. Therefore, there is a risk that if the prime broker becomes insolvent whilst the underlying fund remains indebted to the prime broker, the investment assets of the underlying fund may not be returned in full.

Other underlying fund managers may also use prime brokers.

PORTFOLIO CONCENTRATION RISK

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

MANAGING THE RISKS

HOW WE MANAGE RISK

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

USE OF DERIVATIVES

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

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

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

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

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

INVESTMENT LIMITS

PERPETUAL GEARED AUSTRALIAN INVESTMENT OPTION

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

MAXIMUM ALLOCATION

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

INVESTMENT LIMIT

If you invest (including switches) in Perpetual Geared Australian investment option, we'll regularly review your exposure to that investment option, as follows:

- at the frequency you have nominated if you have chosen auto-rebalancing (see 'Auto-rebalancing' on page 23 for details) or
- yearly on the 24th of July (or next business day if this date is not a business day) if you haven't chosen auto-rebalancing.

If the value of your investment in Perpetual Geared Australian investment option has risen above or fallen below the amount you have nominated (restricted to a maximum of 50%) of your total account balance in the Super Plan at the review date, you agree that we'll automatically rebalance your investment portfolio to your investment strategy (see 'Investment strategy' on page 21 for further information).

The buy/sell spread (see 'Buy/sell spread' on page 16 for further information) will apply to these auto-rebalancing transactions.

HOW YOU CAN MANAGE YOUR INVESTMENT RISK

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

DIVERSIFICATION

Diversifying your investments can help reduce the volatility of investment returns.

You can diversify your investment portfolio risk by:

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

FLEXIBILITY TO CHANGE

After you have made your investment selection you still have the flexibility to change your mind. It's easy to restructure your investment at any time, giving you the ability to concentrate or diversify your portfolio as you require (see 'Switches' on page 22 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 'Tax' on page 27 for further general information.

ELIGIBILITY TO INVEST

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

INVESTING IN THE SUPER PLAN

Your investment in the Super Plan can include:

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

QUALIFYING RECOGNISED OVERSEAS PENSION SCHEME

The Fund has been registered as a Qualifying Recognised Overseas Pension Scheme (QROPS500667). This means you can transfer your UK pension to the Super Plan generally without UK tax applying, if your transfer meets the relevant requirements. Once your UK pension is transferred to the Super Plan, these funds can only be transferred without incurring UK tax to another QROPS super fund, unless you have met a condition of release. Further information can be obtained by referring to the 'Transferring your UK Pension Scheme to a Qualifying Recognised Overseas Pension Scheme (QROPS)' book available at our website or by contacting us.

CONTRIBUTIONS FROM MEMBERS AGED 65 TO 74

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

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

ELIGIBILITY FOR SUPERANNUATION CONTRIBUTIONS

	CC	NCESSIONAL	NON-CONCESSIONAL CONTRIBUTIONS			
YOUR SITUATION	FROM YOUR EMPLOYER			SELF-	PERSONAL	FROM YOUR
	SG ¹	AWARD	VOLUNTARY	EMPLOYED		SPOUSE
You are under age 65.2	•	•	•	•	•	•
You are aged 65 to 69 (inclusive) and have worked at least 40 hours in a period of no more than 30 consecutive days during the financial year.	•	•	•	•	•	•
You are aged 70 to 74 (inclusive) and have worked at least 40 hours in a period of no more than 30 consecutive days during the financial year.	•	•	•	•	•	
You are aged 75 or over.	•	•				

- 1 SG (Superannuation Guarantee) Your employer is generally required to pay contributions on your behalf (currently 9.5% of your salary, increasing gradually to 12%).
- 2 To join the Super Plan if you are less than 18 years old, you must be gainfully employed by a third party and the Super Plan will be receiving compulsory employer contributions.

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.

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 general concessional contributions cap is $$30,000^1$ for the 2014/2015 and 2015/2016 financial years.

1 This amount will be indexed in line with Average Weekly Ordinary Time Earnings (AWOTE) once the increase in the indexed amount is greater than \$5,000. A temporary higher concessional contributions cap of \$35,000 (unindexed) applies from 1 July 2014 for individuals aged 49 years or over on 30 June 2014. The higher cap will cease once the general concessional cap reaches \$35,000 by way of indexation.

Excess concessional contributions attract additional tax (see page 27 for details) and may also count towards your non-concessional contributions limit (see below).

NON-CONCESSIONAL CONTRIBUTIONS

These contributions are also referred to as 'after-tax contributions'.

The non-concessional contributions cap is six times the general concessional contributions cap noted above (that is, \$180,000 for the 2014/2015 and 2015/2016 financial years). However, if you are under age 65 or turn 65 during the year, you can make non-concessional contributions of up to three times the non-concessional contributions cap over a three-year period under the 'bring forward' option. The bring-forward cap is three times the non-concessional cap of the first year. For example, if you bring forward your non-concessional contributions in 2014/2015 or 2015/2016, the cap would be \$540,000 (that is, three times \$180,000).

Excess non-concessional contributions attract additional tax (see page 27 for details). We are unable to 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.

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 \$1.355 million for the 2014/2015 financial year and \$1.395 million for the 2015/2016 financial year (indexed) if certain conditions are met (speak to your financial adviser).

Settlement proceeds received for an injury resulting in permanent disablement that meet the qualifying criteria² are also exempt from the non-concessional contributions limit

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

GOVERNMENT CO-CONTRIBUTIONS

Members with a total income (assessable income plus reportable fringe benefits and reportable employer super contributions less allowable deductions for carrying on a business, where applicable) of less than the higher income threshold (see below) who are less than 71 years of age at the end of the financial year may be eligible for the Government co-contribution on personal non-concessional contributions up to \$1,000 made during that 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 2014/2015 financial year, the lower income threshold is \$34,488 with a higher income threshold of \$49,488. For the 2015/2016 financial year, the lower income threshold is \$35,454 with a higher income threshold of \$50,454. The higher income threshold is set at \$15,000 above the (indexed) lower income threshold.

Your Super Plan account is able to receive any co-contributions paid by the Government on your behalf.

LOW INCOME SUPERANNUATION CONTRIBUTIONS

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.

Your Super Plan account is able to receive any low-income superannuation contributions paid by the Government.

The low income superannuation contribution will remain in the above form until 30 June 2017.

CONSOLIDATING YOUR SUPERANNUATION INTO THE SUPER PLAN

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

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

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

SUPER CONTRIBUTIONS SPLITTING

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

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

Super contributions splitting in the Super Plan generally works as follows:

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

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

SUPERANNUATION CHOICE OF FUND

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

To see if you are eligible, contact your employer or phone the Australian Taxation Office (ATO) on 13 28 64.

EXERCISING CHOICE OF FUND

If you are eligible, a 'standard choice form' (available from your employer or the ATO) enables you to choose a superannuation fund to which your employer is to contribute.

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

Please complete the 'Super Plan application' form at the back of this Features Book and send it to us (see 'Applying for an investment' on page 36 for further information). When you receive your initial investment statement for the Super Plan, simply:

- 1. complete the 'Fund choice nomination' form at the back of this Features Book and
- 2. give this form (with the 'Complying fund statement' on the reverse side of the form) to your employer.

ACCESSING YOUR SUPERANNUATION **BENEFIT**

Superannuation is a long-term investment and the Government has placed restrictions on when you can access your benefit, as shown in the table on page 10.

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

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

Part of your superannuation benefit may be paid to your spouse or former spouse as a consequence of the superannuation splitting and benefit payment provisions under family law (see 'Superannuation and family law' on page 32 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	•	•
Leaving employment after age 60	•	•
Ceasing employment without satisfying any of the above conditions ³		•
Starting a 'transition to retirement' pension after reaching your preservation age ²	•4	•4
Permanent incapacity ³	•	•
Temporary incapacity (for release of insurance benefits only) ³	•	•
Diagnosed with a terminal medical condition likely to result in your death within 12 months ³	•	•
Severe financial hardship³	•	•
Compassionate grounds ³	•	•
Death ⁵	•	•
Departing Australia superannuation payment (DASP) ^{3,6}	•	•
Previously classified as a lost member ⁷ and total benefit in the Fund is less than \$200	•	•
Release authority given for payment of excess contributions tax ⁸	•	•

- 1 Under superannuation law, this means an arrangement under which you were gainfully employed has ceased and you don't intend to become gainfully employed for 10 hours or more each week again.
- 2 Preservation age is determined by your date of birth, as shown in the following table.
- 3 There are additional requirements you'll need to satisfy before a payment can be made.
- 4 Your benefit can only be taken as a pension.
- 5~ See 'Death benefits' on page 33 for more information.
- 6 Applies to temporary residents (excluding Australian citizens, New Zealand citizens or permanent residents) who have left Australia and their visa has ceased to be in effect.
- 7~ See 'Lost members' on page 32 for details.
- 8 See 'Tax' on page 27 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 may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask us or your financial adviser.

TO FIND OUT MORE

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

FEES AND OTHER COSTS

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

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

Tax information, including goods and services tax (GST), is set out on pages 27-29. Unless otherwise stated, all fees and other costs disclosed in this PDS are inclusive of the net effect of GST.

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

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

FEES AND OTHER COSTS

to help you check out different fee options.

PERPETUAL WEALTHFOCUS SUPER PLAN						
TYPE OF FEE ¹	AMOUNT	HOW AND WHEN PAID				
Investment fee The fee for managing your investment ^{2,3}	Our investment fee is 1.05% - 2.75% pa depending on the investment option(s) you choose. The investment fee for each investment option is shown in the 'Management costs' table on pages 13-14.	Investment fees, which are expressed as a percentage of the value of an investment option, are calculated and accrued daily and generally paid to us monthly. They are deducted directly from an investment option's assets and reflected in the unit price of the investment option each day.				
Administration fee The fee for the administration of your account	Nil.	Not applicable.				
Buy/sell spread The fee to recover transaction costs associated with purchasing or selling Fund assets ⁴	Buy/sell spread amounts vary between investment options – refer to the separate incorporated 'Perpetual WealthFocus buy/sell spreads' document 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 The fee to recover the costs of switching all or part of your investment in the Fund from one investment option or product in the Fund to another	Nil.	Not applicable.				
Exit fee The fee to recover the costs of disposing of all or part of your investment in the Fund	Nil. ³	No exit (withdrawal) fee is currently charged.				

FEES AND OTHER COSTS (CONTINUED)

PERPETUAL WEALTHFOCUS SUPER PLAN						
TYPE OF FEE ¹	AMOUNT	HOW AND WHEN PAID				
Advice fees relating to all members investing in this product	Nil.	Not applicable.				
Other fees and costs	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'.	If applicable, insurance premiums are generally deducted from your member account monthly in arrears.				
	Member advice fee: Negotiable between you and your financial adviser. ⁵	If applicable, any member advice fee you authorise us to pay to your financial adviser for financial advice you may receive in relation to your investment is additional and separate to the fees we charge in respect of your investment in the Fund. Member advice fees are paid by withdrawal of units from your account.				
Indirect cost ratio ⁶ The ratio of total indirect costs for this product to the	Our operating expenses: Generally 0.03% per annum of each investment option's net asset value.	Our operating expenses are deducted directly from the investment options and reflected in the unit price.				
total average net assets of the product	Performance fees: Some underlying funds charge performance fees – see the 'Management costs' table on pages 13-14 for estimated performance fees. ⁷	Performance fees charged in underlying funds are reflected in the unit prices of the underlying funds.				
	Other indirect costs: 0.00% - 0.23% pa depending on the investment option(s) you choose, as shown in the 'Management costs' table on pages 13-14.	Indirect costs incurred in underlying funds are reflected in the unit prices of the underlying funds.				

- 1 Defined fees for superannuation products, which form part of this PDS, can be found on our website at www.perpetual.com.au/wealthfocus-super-updates.aspx.
- $2\,\,$ See 'Investment fees' on page 15 for further details.
- $3 \quad \text{See 'Maximum fees and charges' on page 17 for details of the maximum fee amounts allowed under the Fund's Trust Deed.}\\$
- 4 See 'Transaction costs' on page 16 for further information.
- 5 See 'Member advice fees' on page 18 for further details.
- $\,\,$ 6 $\,$ See 'Indirect cost ratio' on page 15 for further information.
- 7~ See 'Performance fees' on page 15 for further information.

ADDITIONAL EXPLANATION OF FEES AND COSTS

MANAGEMENT COSTS

As shown in the following table, the total management cost for each investment option comprises:

- our investment fee
- the indirect cost ratio.

MANAGEMENT COSTS

	OUR	INDIRECT COST RATIO (% PA)			TOTAL
INVESTMENT OPTION	INVESTMENT FEE ¹ (% PA)	OUR OPERATING EXPENSES ^{1,2}	ESTIMATED PERFORMANCE FEES ^{3,4}	OTHER INDIRECT COSTS ^{3,5}	MANAGEMENT COST (% PA)
CASH					
Perpetual Cash	1.05%	0.04%	n/a	0.00%	1.09%
FIXED INCOME					
Bentham Global Income	1.65%	0.04%	n/a	0.05%	1.74%
BlackRock Monthly Income	1.65%	0.04%	n/a	0.00%	1.69%
Macquarie Income Opportunities	1.40%	0.04%	n/a	0.01%	1.45%
OnePath Diversified Fixed Interest	1.60%	0.04%	n/a	0.00%	1.64%
Perpetual Diversified Income	1.65%	0.04%	n/a	0.00%	1.69%
Perpetual Dynamic Fixed Income	1.65%	0.03%	n/a	0.00%	1.68%
Schroder Fixed Income	1.40%	0.04%	n/a	0.00%	1.44%
Vanguard® Australian Fixed Interest Index	1.30%	0.04%	n/a	0.00%	1.34%
PROPERTY					
AMP Capital Global Property Securities	2.05%	0.04%	n/a	0.02%	2.11%
BT Property Securities	1.85%	0.04%	n/a	0.00%	1.89%
Ironbark Global Property Securities	2.10%	0.04%	n/a	0.23%	2.37%
Vanguard® Australian Property Securities Index	1.45%	0.04%	n/a	0.00%	1.49%
NFRASTRUCTURE					
Goldman Sachs Australian Infrastructure	2.05%	0.04%	n/a	0.00%	2.09%
Lazard Global Listed Infrastructure	2.15%	0.04%	n/a	0.08%	2.27%
AUSTRALIAN SHARES					
Arnhem Australian Equity	1.95%	0.04%	n/a	0.00%	1.99%
Ausbil Australian Active Equity	1.95%	0.04%	n/a	0.00%	1.99%
Ausbil Australian Emerging Leaders	2.10%	0.04%	1.09%	0.05%	3.28%
BlackRock Scientific Australian Equity	1.95%	0.04%	n/a	0.00%	1.99%
BT Australian Share	1.95%	0.04%	n/a	0.00%	1.99%
Colonial First State Equity Income	2.22%	0.04%	n/a	0.00%	2.26%
Fidelity Australian Equities	1.95%	0.04%	n/a	0.00%	1.99%
Ibbotson Australian Shares Active	1.95%	0.04%	n/a	0.21%	2.20%
Investors Mutual Australian Share	2.15%	0.04%	n/a	0.00%	2.19%
Investors Mutual Future Leaders	2.15%	0.04%	0.00%	0.00%	2.19%
Maple-Brown Abbott Australian Share	1.95%	0.04%	n/a	0.00%	1.99%
Perennial Value Shares	1.95%	0.04%	n/a	0.00%	1.99%
Perpetual Australian Share	1.95%	0.04%	n/a	0.00%	1.99%
Perpetual Concentrated Equity	1.95%	0.04%	n/a	0.01%	2.00%
Perpetual Ethical SRI	2.25%	0.04%	n/a	0.00%	2.29%
Perpetual Geared Australian	1.95%6	0.04%6	n/a	0.01%	2.00%
Perpetual Industrial Share	1.95%	0.04%	n/a	0.02%	2.01%
Perpetual SHARE-PLUS Long-Short	1.95%7	0.04%7	0.20%	0.00%	2.19%
Perpetual Smaller Companies	1.95%	0.04%	n/a	0.01%	2.00%
Schroder Australian Equity	1.95%	0.04%	n/a	0.00%	1.99%
Solaris Core Australian Equity	1.95%	0.04%	n/a	0.00%	1.99%
Vanguard® Australian Shares Index	1.40%	0.04%	n/a	0.00%	1.44%

MANAGEMENT COSTS (CONTINUED)

	OUR	INDIF	RECT COST RATIO (%	6 PA)	TOTAL
INVESTMENT OPTION	INVESTMENT FEE¹ (% PA)	OUR OPERATING EXPENSES ^{1,2}	ESTIMATED PERFORMANCE FEES ^{3,4}	OTHER INDIRECT COSTS ^{3,5}	MANAGEMENT COST (% PA)
INTERNATIONAL SHARES					
Aberdeen Actively Hedged International Equities	2.15%	0.04%	n/a	0.00%	2.19%
AMP Capital Global Equity Value	2.15%	0.04%	n/a	0.03%	2.22%
BlackRock Global Small Cap	2.20%	0.04%	n/a	0.00%	2.24%
BT International Share	2.15%	0.04%	n/a	0.00%	2.19%
Grant Samuel Epoch Global Equity Shareholder Yield (Unhedged)	2.12%	0.04%	n/a	0.00%	2.16%
Magellan Global	2.35%	0.04%	0.54%	0.00%	2.93%
MFS Global Equity	2.00%	0.04%	n/a	0.00%	2.04%
Perpetual Global Share	2.02%	0.04%	0.67%	0.00%	2.73%
Platinum Asia	2.75%	0.04%	n/a	0.00%	2.79%
Platinum International	2.75%	0.04%	n/a	0.00%	2.79%
T. Rowe Price Global Equity	2.15%	0.04%	n/a	0.00%	2.19%
Vanguard® International Shares Index (Hedged)	1.58%	0.04%	n/a	0.00%	1.62%
Walter Scott Global Equity (Hedged)	2.20%	0.04%	n/a	0.00%	2.24%
Zurich Investments Global Thematic Share	2.10%	0.04%	n/a	0.00%	2.14%
DIVERSIFIED - CONSERVATIVE					
BlackRock Scientific Diversified Stable	1.75%	0.04%	n/a	0.00%	1.79%
Ibbotson Conservative Growth	1.75%	0.04%	n/a	0.01%	1.80%
Perpetual Conservative Growth	1.75%	0.04%	n/a	0.02%	1.81%
UBS Defensive Investment	1.75%	0.04%	n/a	0.00%	1.79%
DIVERSIFIED - BALANCED					
Ibbotson Balanced Growth	1.85%	0.04%	n/a	0.01%	1.90%
Perpetual Diversified Growth	1.85%	0.04%	n/a	0.01%	1.90%
Perpetual Diversified Real Return	1.85%	0.03%	n/a	0.11%	1.99%
DIVERSIFIED - GROWTH					
BlackRock Balanced	1.85%	0.04%	n/a	0.00%	1.89%
BlackRock Scientific Diversified Growth	1.95%	0.04%	n/a	0.00%	1.99%
Ibbotson Growth	1.95%	0.04%	n/a	0.01%	2.00%
OnePath Tax Effective Income	2.00%	0.04%	n/a	0.00%	2.04%
Perpetual Balanced Growth	1.95%	0.04%	n/a	0.08%	2.07%
Perpetual Split Growth	2.10%	0.04%	n/a	0.00%	2.14%
Schroder Balanced	1.95%	0.04%	n/a	0.00%	1.99%
ALTERNATIVES					
Aspect Diversified Futures	2.62%	0.04%	0.54%	0.00%	3.20%

- 1 These amounts are deducted directly via the investment option's unit price.
- 2 These amounts include our normal operating expenses of 0.03% per annum plus any abnormal operating expenses recovered from the investment options for the year ended 30 June 2014, which aren't necessarily incurred each year.
- 3 These amounts are additional to the fees and costs we charge. They are incurred indirectly and reflected in the unit prices of the underlying funds.
- 4 A performance fee may also be payable see 'Performance fees' on page 15 for further details. ASIC guidelines require us to provide estimates of any performance fees that may be incurred to illustrate their potential impact on total management costs. The estimated performance fees in the table are based on average annual performance fees charged in the underlying fund for the past three financial years to 30 June 2014. Whilst it is impossible for anyone to reliably forecast what the performance of an underlying fund will be over any given period, basing these estimates on averages over a longer term is considered to be more reasonable than basing them on performance fees charged in the most recent past financial year alone since markets are generally more volatile over shorter periods. Past performance and these estimates are not indicative of future returns and performance fees payable in the future may be lower or higher than these estimated amounts depending on the underlying fund's actual performance. If an underlying fund does not achieve its performance hurdle, then no performance fee would be payable and the investment option's total management cost would reduce by the amount of the estimated performance fee for the relevant period.
- 5 These percentages are based on actual expense recoveries for the year ended 30 June 2014, including any performance fees charged in downstream underlying funds.
- 6 This percentage is based on the underlying fund's gross asset value. If the average gearing level is 50%, the ongoing gross investment fee will be 3.12% of net asset value. If the average gearing level over the year is higher than 50%, the ongoing gross investment fee will be higher than 3.12% of net asset value.
- 7 This percentage is based on the sum of the underlying fund's long and short positions.

INVESTMENT FEES

We receive investment fees for managing your investments in the Fund, which includes providing administration, trustee and custodian services, as shown in the 'Management costs' table on pages 13-14.

INDIRECT COST RATIO

OUR OPERATING EXPENSES

Our operating expenses represent the normal operating expenses incurred in the day-to-day operation of the Fund, as well as any abnormal operating expenses (if incurred) that are recovered from the investment options.

These operating expenses can be paid directly from the Fund's assets or if they are incurred by us for the proper performance of our duties and obligations as Trustee of the Fund, we're entitled to be reimbursed for these amounts from the Fund. There is no limit in the Fund's Trust Deed on the amount of expenses that can be recovered.

NORMAL OPERATING EXPENSES

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

- Perpetual Geared Australian investment option, where we currently recover normal operating expenses of 0.03% per annum of the underlying fund's gross asset value
- Perpetual SHARE-PLUS Long-Short investment option, where we currently recover normal operating expenses of 0.03% per annum on the sum of the underlying fund's long and short positions.

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

ABNORMAL OPERATING EXPENSES

We can also be reimbursed from the Fund for abnormal operating expenses incurred in performing our duties and obligations in administering the Fund. These abnormal operating expenses aren't generally incurred during the day-to-day operation of the Fund or an investment option and aren't necessarily incurred in any given year. They're due to abnormal events like legal costs incurred by changes in the Fund's Trust Deed.

Abnormal operating expenses recovered from the investment options for the year ended 30 June 2014 are included in the totals for 'Our operating expenses' in the 'Management costs' table on pages 13-14. Any abnormal operating expenses recovered in future years, if applicable, may vary from these amounts.

OTHER INDIRECT COSTS

EXPENSE RECOVERIES IN UNDERLYING FUNDS

Managers of underlying funds may also charge expense recoveries, which will be reflected in the unit prices of the underlying funds. These indirect expense recoveries, which are included in the 'Other indirect costs' column of the 'Management costs' table on pages 13-14, are additional to the fees and costs we charge you in relation to your investment in the Super Plan.

PERFORMANCE FEES

Some underlying funds may charge performance fees. Where payable, the performance fee is an indirect cost to an investment option, which you will incur automatically as it is charged by the underlying fund against its income and/or deducted from its assets and incorporated in the unit price of the underlying fund according to the underlying fund's constitution. Relevant details are shown in the following table.

If an investment option invests into an underlying fund which itself does not charge a performance fee, but that underlying fund invests into another fund that does have a performance fee, then the amount of any performance fee charged in that downstream underlying fund will be an additional indirect cost to you. If applicable, these are also included in the 'Other indirect costs' column of the 'Management costs' table on pages 13-14.

PERFORMANCE FEES

INVESTMENT OPTION	PERFORMANCE FEE DETAILS
Aspect Diversified Futures	A performance fee of 20% (inclusive of the net effect of GST) applies on the dollar value of positive performance (before management fees and less any carried forward negative performance) generated on the trading accounts only (this may include futures, forwards and/or options). Earnings generated on cash allocations held outside these trading accounts are excluded from attracting a performance fee.
Ausbil Australian Emerging Leaders	The fund charges a performance fee of 15.375% of the fund's outperformance above its composite benchmark. The benchmark is 70% S&P/ASX Midcap 50 Accumulation Index and 30% S&P/ASX Small Ordinaries Accumulation Index, plus 0.85%. As the return is based on the return of an index it can be a positive or negative return. The performance fee will apply to any benchmark outperformance and will be paid monthly.
Investors Mutual Future Leaders	A performance fee of 15.375% (15% plus the net effect of GST) of any return of the underlying fund greater than the return of the underlying fund's benchmark is charged by Investors Mutual Limited to the underlying fund if its return exceeds its benchmark, the S&P/ASX 300 Accumulation Index (excluding S&P/ASX 50 and excluding Property Trusts). As the return is based on the return of an index, it can be a positive or negative return. The performance fee is payable only if the underlying fund's six month return (ending 31 December and 30 June respectively) is positive and any prior underperformance has been recouped.

PERFORMANCE FEES (CONTINUED)

INVESTMENT OPTION	PERFORMANCE FEE DETAILS
Magellan Global	Performance fees are estimated to be 10% of the excess return of the units of the underlying fund above 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) over each six-monthly calculation period ending 31 December and 30 June in each year. Performance fees are paid subject to the dual performance hurdles and the high water mark being met for the relevant calculation period.
Perpetual Global Share	A performance fee may be charged in the underlying fund if its investment performance (as a whole) exceeds its performance hurdle, being the MSCI World Net Total Return Index (\$A). The performance fee is calculated each business day and is based on the performance of the underlying fund after management fees and expenses have been deducted. The daily performance fee is equal to 15% of the difference between the underlying fund's daily return and its performance hurdle multiplied by the underlying fund's adjusted net asset value (that is, net asset value inclusive of management fee accruals but excluding accrued performance fees). The performance fee is equal to the performance fee accrual since the performance fee was last paid. The performance fee is payable only if the performance fee at the end of the period is a positive amount and the underlying fund's return over the half-yearly performance fee period is positive.
Perpetual SHARE-PLUS Long-Short	A performance fee is charged in the underlying fund if its return exceeds a performance hurdle, being the S&P/ASX 300 Accumulation Index plus 2% pa. The performance fee is calculated each business day and is based on the performance of the underlying fund after management fees and expenses have been deducted. The daily performance fee is equal to 13.98% of the difference between the underlying fund's daily return and its performance hurdle multiplied by the underlying fund's adjusted net asset value (that is, net asset value inclusive of management fee accruals but excluding accrued performance fees). The performance fee is equal to the performance fee accrual since the performance fee was last paid. The performance fee is payable only if the performance fee at the end of the period is a positive amount and the underlying fund's return over the half-yearly performance fee period is positive.

TRANSACTION COSTS

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

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

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

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. 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 or (if eligible) Wholesale Pension Plan.

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

The buy/sell spread will impact the return on your investment. As it is built into an investment option's unit prices, it won't be recorded separately on member statements.

Estimated transaction costs, which are used to determine the buy/sell spreads, are reviewed regularly. Consequently, the buy/sell spreads current as at the issue date of this PDS may change (increase or decrease) during the life of this PDS. The buy/sell spread for each investment option, which forms part of the PDS, is publicly available at our website (see 'Incorporation by reference' on page 34 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.

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 maximum fees as outlined below.

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

Amounts disclosed are inclusive of GST.

INCREASES OR ALTERATIONS TO THE FEES

Fees may change for many reasons including changes in the competitive, industry and regulatory environment or simply from changes in costs. We won't increase our fees, or introduce withdrawal or investment switching fees, without giving you at least 30-days' written notice except for government fees or charges.

DIFFERENTIAL FEES AND REBATES

Differential fees may be available to employees of Perpetual Limited or where no ongoing commission is payable on an account¹ to an intermediary and the member agrees to receive all communications in relation to their account online.

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

Differential fees apply to the Perpetual WealthFocus Wholesale Super Plan PDS, a copy of which is available from our website or by contacting us. Members who qualify for the differential fees will receive an investment fee rebate based on the individual investment options selected.

TAX

Tax information, including GST, is set out on pages 27-29.

INSURANCE FEES AND COSTS

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

PAYMENTS TO PERPETUAL GROUP FROM INSURANCE PREMIUMS

If you elect to have insurance cover, insurance premiums will be deducted from your account each month (see 'Insurance premiums' in the Insurance Book for details). Your insurance premiums include an amount of 33.55% (including GST) which is paid by the insurer to Perpetual Group for services and reimbursement for expenses incurred in relation to the insurance arrangements for the Fund. Some of this amount may be payable to your intermediary or to certain dealer groups (see 'Intermediary insurance commissions' on page 18 and 'Payments to dealer groups' on page 18 for details).

INTERMEDIARY REMUNERATION

Intermediaries include financial advisers, discount brokers and other intermediates.

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

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

INTERMEDIARY COMMISSIONS

INITIAL COMMISSION

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

ONGOING COMMISSION

Subject to the law, any ongoing commission that can be paid to your intermediary is summarised in the 'Intermediary ongoing commissions' table on page 18. Where paid, this commission isn't an additional cost to you as it is paid out of the investment fees we charge on your investment in the Fund.

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

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

For calculating any commission, we'll disclose information about your investment to your intermediary (see 'Your privacy' on page 31 for details).

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

INTERMEDIARY ONGOING COMMISSIONS

INVESTMENT OPTIONS	AMOUNT ¹	COST PER \$100,000 INVESTED	HOW AND WHEN PAID
Cash	Up to 0.275% pa	1	Calculated on the average daily balance of your
Fixed income	Up to 0.440% pa	Up to \$440.00 pa	investment and paid monthly out of our investment fee.
All other	Up to 0.600% pa	Up to \$600.00 pa	iee.

1 These amounts include GST and are the amounts we pay to your intermediary from the investment fee we receive from the investment options (see the table within 'Fees and other costs' on page 11 for further information about investment fees payable to us for your investment in the Fund). Subject to the law, the ongoing commission amount payable is at Perpetual's discretion. If you have a financial adviser and your account is opened from 1 July 2014, your financial adviser must agree to rebate this amount to you.

INTERMEDIARY INSURANCE COMMISSIONS

Subject to the law, if you elect to have insurance cover, your intermediary will receive an amount of 25% (inclusive of GST) of your monthly premium, paid at the end of the month. This amount is paid out of the insurance payment we receive from the insurer.

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

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

MEMBER ADVICE FEES

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

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

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

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

OTHER BENEFITS

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

PAYMENTS TO DEALER GROUPS

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

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

BENEFITS RECEIVED

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

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

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.
	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.

EXAMPLE OF ANNUAL FEES AND COSTS FOR PERPETUAL BALANCED GROWTH INVESTMENT OPTION

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

EXAMPLE - PERPETUAL BALANCED GROWTH INVESTMENT OPTION		BALANCE OF \$50,000
Investment fees	1.95%	For every \$50,000 you have in the Super Plan you will be charged \$975.00 each year.
PLUS Administration fees	Nil	And, you will be charged \$0.00 in administration fees regardless of your balance
PLUS Indirect costs for the Fund	0.12%	And, indirect costs of \$60.00 each year will be deducted from your investment
EQUALS Cost of product		If your balance was \$50,000, then for that year you will be charged fees of $$1,035.00$ * for the Super Plan.

^{*} Additional fees may apply. **And**:
* if insurance is taken out in the Super Plan, **insurance fees** will apply.

OPERATING YOUR ACCOUNT

FEATURE/TRANSACTION	SUMMARY INFORMATION	FURTHER INFORMATION
Initial investment	\$3,000 minimum for Super Plan (or \$1,500 if you are establishing a savings plan – see below) with \$1,000 minimum per investment option. After reading the PDS, complete the application form and send it to us.	page 21
	 Investments by cheque – attach a cheque to your application form. Investments by direct debit – we'll debit your initial contribution amount directly from your nominated account once we've accepted your application. 	
Investment strategy	\$1,000 minimum per investment option – Unless you specify otherwise on your application form, the proportion of your initial investment allocated to each investment option is recorded by us as your investment strategy for additional investments and auto-rebalancing (see below).	page 21
	You can change your investment strategy at any time. Restrictions apply to your investment strategy if you invest in Perpetual Geared Australian investment option (see 'Auto-rebalancing' below).	
Additional investments	 \$1,000 minimum per investment option (or \$100 by savings plan – see below). Investments by cheque – send the cheque to us together with details of the type of contribution, quoting your existing account number. 	page 21
	 Investments by direct debit: complete an 'Application for additional investments and features' form and send it to us or submit your additional investment application through Online Account Access (see next page) and we'll debit your additional contribution amount directly from your nominated account once we've accepted your application. Investments via BPAY - remit your additional investment amount to us, quoting your CRN and the BPAY biller code for the relevant type of contribution. 	
ВРАУ	You can use BPAY for making additional investments. We'll provide you a Customer Reference Number (CRN).	page 21
Savings plan	\$100 minimum per investment option – If you wish to make regular contributions by direct debit from your nominated account, complete section 5 of the application form. You can also establish a savings plan through Online Account Access (see next page).	page 22
Switching	\$1,000 minimum – To switch all or part of your investment in an investment option (conditions apply), submit a switch request through Online Account Access (see next page) or send us a completed 'Switch' form (available from our website or by contacting us) by mail or fax.	page 22
Dollar cost averaging plan (not available with auto-rebalancing or if investing in Perpetual Geared Australian investment option)	\$100 minimum per investment option – You can arrange regular automatic switches from an investment in Perpetual Cash investment option into other selected investment options by completing section 8 of the application form or submitting a request through Online Account Access (see next page).	page 23
Auto-rebalancing (not available with dollar cost averaging plan)	You can request us to regularly rebalance your investment portfolio to maintain your chosen investment strategy by completing section 8 of the application form or through Online Account Access (see next page). If you are investing in Perpetual Geared Australian investment option you must	page 23
Insurance cover	select this feature (see 'Investment limits' on page 6 for more information). You can apply for the following types of insurance cover through the Super Plan	pages 25-26
insurance cover	by completing section 10 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.	pages 25-26
Withdrawals	\$1,000 minimum – If you are eligible to access your superannuation and wish to make a withdrawal, send us a completed 'Benefit payment instruction' form (available from our website or by contacting us), together with evidence of the 'condition of release' that you've satisfied.	page 23

FEATURE/TRANSACTION	SUMMARY INFORMATION	FURTHER INFORMATION	
New instructions or changes	Please contact us to advise of any changes to your name, address/contact details, bank account and other details/instructions. You can also send us a completed 'Change of instructions' form (available from our website or by contacting us).	pages 21-24	
	Any acceptable changes by phone can only be made after we've confirmed your identity. All changes to bank account details must be made in writing by mail.		
	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 representative	You can appoint an authorised representative to act on your behalf in relation to your investment in the Super Plan by completing section 3 of the application form.	page 24	
Online Account Access	Online Account Access allows you to view and transact on your investment online. You should specify the level of access you want in section 8 of the application form.		
Updated information	Go to our website or mail, phone, fax or email us for the latest information on unit prices, buy/sell spreads and investment returns and any other updated information in relation to the Super Plan. Other general information is also provided in the Fund's annual report, which is also available at our website.	inside back cover	

INVESTMENTS

Provided you are eligible to invest (see 'Eligibility to invest' on page 7 and 'Contribution limits' on page 8), you can invest in a single investment option or multiple investment options depending on your investment goals.

INITIAL INVESTMENT

The minimum initial investment in the Super Plan is \$3,000 (or \$1,500 if you are establishing a savings plan – see page 22). The minimum initial investment in any investment option is \$1,000. Your initial investment may be paid:

- by cheque
- by direct debit (see below).

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

INVESTMENT STRATEGY

The proportion of your initial investment allocated to each investment option is recorded as your default investment strategy for:

- all additional investments made via BPAY
- any other additional investments unless you nominate a particular investment option(s) for those investments
- auto-rebalancing, including where you have chosen to invest in Perpetual Geared Australian investment option (see page 23).

You need to specify on the application form if you want your investment strategy to differ from your initial investment. Your investment strategy will remain the same, even when you perform a future transaction, unless you specifically request a change. You can change your investment strategy at any time by notifying us in writing.

DIRECT DEBIT

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

We will initiate direct debit drawings automatically upon acceptance of your instruction and we will not advise you beforehand. To avoid potential dishonours by your financial institution and any associated charges, it is your responsibility to ensure that:

- · direct debit is available from any account you nominate
- your nominated account has a sufficient balance available to meet any authorised direct debits.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

If you elect to make investments (including savings plan – see 'Savings plan' on page 22) by direct debit authority, you must read and accept the terms of our Direct Debit Request Service Agreement, which is publicly available at our website (see 'Other documents' on page 35 for details) or can be obtained free of charge by contacting us.

ADDITIONAL INVESTMENTS

Subject to eligibility (see 'Eligibility to invest' on page 7), additional investments can be made at any time.

The minimum additional investment in any investment option is \$1,000 (or \$100 by savings plan – see page 22), which may be paid:

- by sending us a cheque together with details of the type of contribution
- by direct debit (with an application form or via Online Account Access) or
- via BPAY.

BPAY

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

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

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

TYPE OF CONTRIBUTION	BPAY BILLER CODE
Personal contribution	636936
Employer contribution	636928
Salary sacrifice contribution	636944
Spouse contribution	636951

SAVINGS PLAN

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

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

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

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

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

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

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

IMPACT OF WITHDRAWALS AND SWITCHES ON EXISTING SAVINGS PLANS

TYPE OF TRANSACTION	IMPACT ON FUTURE SAVINGS PLAN	
Full withdrawal from all savings plan investment option(s)	We'll cancel your savings plan.	
Full withdrawal from some savings plan investment option(s)	We'll continue your savings plan for the same dollar amount invested into the remaining investment option(s) in proportion to your previous savings plan allocations to the remaining investment option(s).	
Full switch from all savings plan investment option(s)	We'll transfer your savings plan to the investment option(s) that you switched to in the same proportion as the switch.	

IMPACT OF WITHDRAWALS AND SWITCHES ON EXISTING SAVINGS PLANS (CONTINUED)

TYPE OF TRANSACTION	IMPACT ON FUTURE SAVINGS PLAN
Full switch from some savings plan investment option(s)	We'll continue your savings plan for the same dollar amount. The allocation of your savings plan that was previously invested into the investment option(s) that you have switched from will be invested into the existing and/or new investment option(s) that you switched to in the same proportion as the switch.
Partial withdrawal or switch from all or some savings plan investment option(s)	No change to your savings plan.

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

HOW UNITS ARE ISSUED

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

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

The number of units issued to you is determined by dividing your investment amount (less fees and taxes) by the applicable entry price. See 'How units are priced and investments are valued' on page 30 for details about asset valuations and unit prices.

Accepting your application includes verifying your identity (see 'Anti-money laundering/counter-terrorism financing laws' on page 31 for more information).

We have the discretion:

- not to accept applications and can suspend processing them if we believe that's in the best interests of members or if required by the law (see 'Suspension of applications, switches and withdrawals' on page 34 for further information)
- to accept lower investment amounts
- to accept transactions in our Sydney office up to 5.00pm on 30 June only (or the preceding business day should 30 June fall on a weekend).

SWITCHES

You can switch all or part of your investment in an investment option into another investment option(s) at any time, subject to:

- · a minimum switch amount of \$1,000 and
- a minimum balance of \$1,000 in an investment option after any partial switch from that investment option.

Generally, if our Sydney office receives and accepts your switch request (including those made via Online Account Access) by 3.00pm on any business day, your switch will be processed using that day's exit and entry prices. If received and accepted after 3.00pm it will be processed using the next calculated exit and entry prices. If it's a non-working day for Perpetual in Sydney, your switch will be processed using the next available unit prices.

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

We have the right to suspend processing of switches where we believe that's in the best interests of members, as well as impose additional conditions (see 'Suspension of applications, switches and withdrawals' on page 34 for further information).

All switches, including those made under the dollar cost averaging plan and auto-rebalancing facility (see this page for details on each), involve a withdrawal of money from one investment option at its exit price and an investment in another investment option at its entry price. Consequently, there may be a cost to members due to the buy/sell spreads on unit prices (see 'Transaction costs' on page 16 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 dollar cost averaging plan is not available if you are investing in Perpetual Geared Australian investment option.

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

AUTO-REBALANCING

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

Auto-rebalancing is another form of automatic switching. This facility provides a simple way for you to maintain your investment strategy by authorising us to withdraw and apply units in your chosen investment options to rebalance your investment portfolio regularly, as follows:

- quarterly (default frequency) on the 24th of January, April, July and October
- half yearly on the 24th of January and July or
- yearly on the 24th of July.

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

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

You must have auto-rebalancing if you are investing in Perpetual Geared Australian investment option (see 'Investment limits' on page 6 for more information).

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

WITHDRAWALS

Provided you have satisfied a 'condition of release' under the law (see 'Accessing your superannuation benefit' on page 9 for details), you can withdraw all or part of your investment in the Fund as long as you meet the withdrawal criteria, including:

- a minimum withdrawal amount of \$1,000
- a minimum balance (currently \$1,000) in an investment option after any partial withdrawal from that investment option and
- a minimum Super Plan balance of \$1,000, otherwise we may close your account and transfer the balance to an eligible rollover fund (see 'Eligible rollover fund' on page 32 for details).

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

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

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

Generally your withdrawal proceeds can be:

- deposited into a nominated Australian bank, building society or credit union account
- · paid to you by cheque or

 rolled over to another complying superannuation or pension fund.

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

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

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

We can suspend processing withdrawal requests in certain circumstances (see 'Suspension of applications, switches and withdrawals' on page 34 for more information).

FAX AND EMAIL INSTRUCTIONS

We currently accept various instructions, including withdrawal requests, by fax or scanned attachment to email provided we have no reason to believe the request isn't genuine. However, for your protection, we won't accept fax or email requests in relation to withdrawals for:

- · cheques made payable to third parties
- · cheques to be sent to a third party address or
- deposits to accounts that have not been previously nominated by the member by mail.

Conditions apply to fax and email withdrawal requests (see 'Other conditions' on page 34 for details).

INSTRUCTIONS AND CHANGES

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

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

Conditions may apply depending on the way you provide instructions to us, as set out under 'Other conditions' on page 34.

AUTHORISED REPRESENTATIVE

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

Conditions apply to the appointment of an authorised representative, as set out under 'Other conditions' on page 34.

ONLINE ACCOUNT ACCESS

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

- · transact online
- check the total value of your investment in the Super Plan
- view your account summary, including the investment option(s) you are invested in, the number of units, unit price and current balance of the investment option(s)
- · review your recent transaction history
- check your contact details.

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

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

Unless you indicate otherwise on your application form, we'll mail you a Login ID and temporary password (separately for security reasons) together with activation instructions for Online Account Access.

CONDITIONS OF USE

To be able to use Online Account Access, you must accept the conditions of use, which are publicly available at our website (see 'Other documents' on page 35 for details) or can be obtained free of charge by contacting us, and change the temporary password to a password of your choice when you first login to Online Account Access.

ACCESS BY AUTHORISED REPRESENTATIVES

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

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

ACCESS BY YOUR FINANCIAL ADVISER

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

INTEREST EARNED ON APPLICATION AND WITHDRAWAL ACCOUNTS

Application money and withdrawal proceeds are held in trust accounts prior to being processed. A member of the Perpetual Group retains any interest earned on these accounts.

INSURANCE COVER

Taking out insurance cover through your Super Plan can be a tax-effective way of providing financial security to you and your family should you die or become disabled.

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

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

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

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

INSURANCE AVAILABLE THROUGH PERPETUAL WEALTHFOCUS SUPER PLAN

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 benefitTerminal illness benefit equal to death cover.	TPD benefitA limited death benefit amount of \$10,000 for TPD only cover.	Total disability benefitPartial 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 16.	Age 16.	Age 16.
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 INSURER

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

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

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of life insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of life insurance.

Your duty however does not require disclosure of a matter that diminishes the risk to be undertaken by the insurer, that is of common knowledge, that your insurer knows or, in the ordinary course of its business, ought to know or as to which compliance with your duty is waived.

If you fail to comply with your duty of disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the contract at any time.

An insurer that is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

INSURANCE PREMIUMS

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

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

HOW TO APPLY

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

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

TAX

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

SUPER PLAN

CONCESSIONAL CONTRIBUTIONS

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

NON-CONCESSIONAL CONTRIBUTIONS

Non-concessional contributions (also known as 'after-tax contributions') are not taxable within the Fund.

TAX ON INVESTMENT EARNINGS

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

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

TAX OFFSETS

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

MEMBERS

CONCESSIONAL CONTRIBUTIONS

TAX DEDUCTIONS

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

If you are self-employed (that is, if you earn less than 10% of your assessable income plus reportable fringe benefits and reportable employer super contributions for a year from activities where you would be considered an employee), you can claim a full deduction for all personal superannuation contributions until age 75.

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 \$300,000. If your income excluding concessional contributions is less than the \$300,000 threshold, but including the concessional contributions pushes you over the threshold, only that part of the contributions in excess of the threshold will be subject to tax at 30%. The ATO will issue an assessment to the member for the extra tax payable on the contributions, together with a release authority to allow the tax amount to be withdrawn from the fund. The member can either use the release authority or pay the tax from other sources.

Concessional contributions that exceed your concessional contribution cap (see 'Contribution limits' on page 8 for details) will be included in your assessable income and taxed at your marginal tax rate (plus Medicare levy). You will also have to pay an excess concessional contributions charge on the increase in your tax liability. You have the option to withdraw from your Super Plan account an amount equal to 85% of the excess concessional contribution. Any excess concessional contributions withdrawn do not count towards your non-concessional contribution cap.

NON-CONCESSIONAL CONTRIBUTIONS

Any non-concessional contributions that exceed your non-concessional contribution cap (see 'Contribution limits' on page 8 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 can only be accepted if it is within the relevant limit. However, you are responsible for monitoring your total non-concessional contributions against the relevant limit.

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

SPOUSE CONTRIBUTIONS

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

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

BENEFITS PAID TO MEMBERS

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

The taxable portion of any superannuation lump sum or pension benefit is subject to tax depending on your age when received, as shown in the following tables.

TAX ON LUMP SUM BENEFITS - 2014/2015 FINANCIAL YEAR

COMPONENT	TAX TREATMENT	
$Tax-free^1$	Tax-free.	
Taxable ²	Under age 55:	Taxed at 20%³
	Aged 55-59:	First \$185,000 ⁴ is tax-free and the balance taxed at 15% ³
	Aged 60 and over:	Tax-free

TAX ON LUMP SUM BENEFITS - 2015/2016 FINANCIAL YEAR

COMPONENT	TAX TREATMENT	
$Tax-free^1$	Tax-free.	
Taxable ²	Under age 56:	Taxed at 20%³
	Aged 56-59:	First \$195,000 ⁴ is tax-free and the balance taxed at 15% ³
	Aged 60 and over:	Tax-free

TAX ON PENSION BENEFITS - 2014/2015 FINANCIAL YEAR

COMPONENT	TAX TREATMENT	
$Tax-free^1$	Tax-free.	
Taxable ²	Under age 55:	Taxable at marginal tax rate ³
	Aged 55-59:	Taxable at marginal tax rate³, less 15% pension offset
	Aged 60 and over:	Tax-free

TAX ON PENSION BENEFITS - 2015/2016 FINANCIAL YEAR

COMPONENT	TAX TREATMENT	
Tax-free ¹	Tax-free.	
Taxable ²	Under age 56:	Taxable at marginal tax rate ³
	Aged 56-59:	Taxable at marginal tax rate³, less 15% pension offset
	Aged 60 and over:	Tax-free

- 1 Includes non-concessional contributions and Government co-contributions from 1 July 2007 (plus the former undeducted contributions, pre-July 1983 (amount fixed as at 30 June 2007), post-June 1994 invalidity, CGT exempt and concessional components).
- 2 Includes concessional contributions from 1 July 2007 (plus the former post-June 1983 (taxed) and excessive components).
- 3 Plus Medicare levy.
- 4 The low-rate cap was set at \$185,000 for 1 July 2014 and \$195,000 for 1 July 2015 and will be indexed in line with Average Weekly Ordinary Time Earnings (AWOTE) in \$5,000 amounts.

TAX ON DEPARTING AUSTRALIA SUPERANNUATION PAYMENTS

The tax payable on a DASP (see 'Accessing your superannuation benefit' on page 9 for further information) is 35% (38% for the period that the Government's 'Temporary Budget Repair Levy' applies) for a taxed element of a taxable component.

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 See 'Dependants' under 'Death benefits' on page 33 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 primary or reversionary beneficiary is aged 60 or over. If they're both under age 60 at the time of death, the pension (less any tax-free amount) will continue to be taxed at the reversionary beneficiary's marginal tax rate (plus Medicare levy) less 15% pension tax offset until the reversionary beneficiary turns age 60, when it becomes tax-free.

An anti-detriment payment may also be payable if a death benefit is paid as a lump sum to an eligible dependant. This additional amount is effectively a refund of contributions tax paid by the deceased member and in some cases can also be passed to eligible estates. Where applicable, this payment will form part of the death benefit.

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).

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 on page 10 for details).

TAX ON SALARY CONTINUANCE BENEFITS

PAYE tax will be deducted on any salary continuance benefits that are paid to you (see 'Insurance cover' on page 25 and the Insurance Book for further information).

TAX FILE NUMBER (TFN)

We're authorised by superannuation law to collect your TFN in connection with your investment in the Fund.

Providing your TFN is not compulsory. However:

- we can only accept non-concessional contributions for you if you have quoted your TFN
- where your TFN hasn't been quoted by the end of a financial year or prior to you leaving the Super Plan, we may be required to deduct additional tax from concessional contributions received during the year¹
- if we don't have your TFN when you apply to withdraw your superannuation, we must deduct income tax at the highest marginal tax rate (plus Medicare levy) from any lump sum benefits paid to you²
- if you don't quote your TFN to all funds, you may find it difficult to locate, amalgamate or access your superannuation benefits in future (eg if we are required to transfer your benefit to the ATO as unclaimed super).
- 1 A refund of the tax paid may be available within three years of it being deducted if a valid TFN is subsequently provided by you or your employer.
- 2 If you subsequently provide us with your TFN, we may be able to refund the difference between the tax we deducted and the tax properly applicable to your lump sum benefit. You can claim a credit in your income tax return for the tax withheld. If this isn't appropriate, you can apply to the ATO for a refund.

We'll provide your TFN to the trustee of another superannuation fund or retirement savings account provider receiving your transferred benefits in future, unless you ask us not to in writing.

GOODS AND SERVICES TAX (GST)

GST generally applies to the fees, costs and expenses payable by the Fund, including management costs and other 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 management costs and certain other expenses, as set out in the GST law.

Unless otherwise stated, the fees and costs specified in the 'Fees and other costs' table on pages 11-12 show the approximate net cost to Super Plan members of these amounts payable to us, on the basis that the Fund is entitled to claim RITCs for the GST on these amounts.

ADDITIONAL INFORMATION

YOUR COOLING-OFF RIGHTS

As a member in the Fund, you have up to 21 days from the day you invest where you can have your investment repaid ('cooling-off period').

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)
- $\bullet\,\,$ you exercise any of your rights as a member of the Fund.

Any amounts that are 'preserved' or 'restricted non-preserved' can't be refunded to you if you exercise your cooling-off rights unless you satisfy a 'condition of release' under superannuation law. You'll need to nominate another superannuation fund, retirement savings account or approved deposit fund to transfer the funds into. If you don't, we'll transfer the amount to the Fund's nominated eligible rollover fund (see 'Eligible rollover fund' on page 32 for details).

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

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

HOW UNITS ARE PRICED AND INVESTMENTS ARE VALUED

Unit prices for each investment option are calculated by:

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

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

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

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

REPORTING

Members of the Fund receive:

- an initial investment statement, generally within seven business days of your application being accepted and processed
- an additional investment statement, generally within seven business days of any additional investment (except regular savings plan contributions) being accepted and processed
- an investment restructure statement, generally within seven business days of any switch request being processed
- a withdrawal statement, generally within seven business days of any partial or full withdrawal request being processed (except where a departed temporary resident's super benefit has been compulsorily paid to the ATO as unclaimed super – see 'Unclaimed super' on page 32 for further details)
- half-yearly and annual statements providing details of your investment in the Super Plan as at 31 December and 30 June each year respectively
- an annual report for the Fund for each financial year ending 30 June will be available at our website at www.perpetual.com.au/annual-reports.aspx (copy by mail available on request)
- an annual notice under section 290-170 of the Income Tax Assessment Act for you to complete and return if you intend to claim a tax deduction for any personal contributions made to the Super Plan during the financial year
- confirmation of any other transactions that we are required to report on.

INQUIRIES AND COMPLAINTS

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

The Manager, Service & Operations Perpetual WealthFocus Super Plan GPO Box 4171 Sydney NSW 2001

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

If you're not happy with a Trustee decision that affects you, and your complaint has not been resolved to your satisfaction, you may have a right to lodge a complaint about the decision with the Superannuation Complaints Tribunal (SCT). The SCT is an independent body established by the Commonwealth Government to review certain types of trustee decisions. You can phone the SCT from anywhere in Australia on 1300 884 114.

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.

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
- 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
- whether we are likely to disclose personal information to overseas recipients and, if so, the countries in which such recipients are likely to be located if it is practicable for us to specify those countries.

Our privacy policy is publicly available at our website (see 'Other documents' on page 35 for details) or you can obtain a copy free of charge by contacting us.

PERSONAL HEALTH INFORMATION

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

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

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

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

ANTI-MONEY LAUNDERING/ COUNTER-TERRORISM FINANCING LAWS

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

Under the AML Act, we are required to:

- verify your identity before providing services to you
- collect information about your circumstances, including your occupation and the source of funds
- where you supply documentation relating to your identity, keep a record of this documentation for seven years after the end of your relationship with Perpetual.

As a result:

- transactions may be delayed or refused where we require further information regarding your identity or we have reasonable grounds to believe that the transaction breaches the law or sanctions of Australia or any other country
- where transactions are delayed or refused, we are not liable for any loss you suffer (including consequential loss) as a result of our compliance with the AML Act.

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

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

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

ELIGIBLE ROLLOVER FUND

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

The Trustee will pay any money it decides to pay to an ERF into the Australian Eligible Rollover Fund (AERF). The trustee of the AERF is Perpetual Superannuation Limited. Contact details for the AERF are as follows:

Australian Eligible Rollover Fund Locked Bag 5429 Parramatta NSW 2124

Phone: 1800 677 424

Being transferred to the AERF may affect your benefits because:

- you will cease to be a member of the Fund and will no longer have any insurance benefits
- you will become a member of the AERF and be subject to its governing rules
- the AERF will invest your benefit according to its investment strategy.

LOST MEMBERS

You will be considered a lost member in the Fund if either:

- the Fund has never had an address for you or
- at least one written communication has been sent to your last known address and returned unclaimed
- we have not received a contribution or rollover for you within the last 12 months.

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

UNCLAIMED SUPER

Your superannuation may be treated as unclaimed money if you:

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

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

We are also required to transfer certain small and insoluble lost accounts to the ATO as unclaimed super where you are a lost member (see above) and:

- the balance of the account is less than \$2.000¹ or
- the account has been inactive for a period of 12 months and we have insufficient records to identify the owner of the account.
- 1 The Government has announced that this account balance threshold will be increased to \$4,000 from 31 December 2015 and to \$6,000 from 31 December 2016.

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

SUPERANNUATION AND FAMILY LAW

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

- provide certain information about your superannuation interest to certain eligible persons without notifying you of the request and/or
- 'flag' and/or split your superannuation interest according to a superannuation agreement or Family Court order.

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

The legal requirements for splitting your superannuation in these circumstances are complex and 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) to the Trustee about the distribution of your death benefit
- nominate your preferred beneficiaries (non-binding nomination) but ultimately leave it to the discretion of the Trustee to decide how your death benefit is to be distributed among your beneficiaries and/or legal personal representative (if the Trustee can't locate any dependants the benefit may be paid to your legal personal representative).

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

To make a nomination, indicate this in section 8 of your application form. You must also complete the 'Nomination of beneficiary' form on page 53 and attach it to your application.

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

BINDING NOMINATIONS

A binding nomination binds the Trustee to make payment of your death benefit according to your instructions, provided your nomination is valid under the law and the rules in the Trust Deed.

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

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 of either the Department of Human Services or Veterans' Affairs.

RELATIONSHIP BETWEEN THE TRUSTEE AND UNDERLYING INVESTMENT OPTIONS

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

TRUST DEED

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

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

OUR LIABILITY

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

YOUR RIGHTS AS A MEMBER

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

MEMBERS' LIABILITY

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

SUSPENSION OF APPLICATIONS, SWITCHES AND WITHDRAWALS

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

- we cannot properly ascertain the value of an asset held by the investment option
- an event occurs that results in Perpetual not being able to reasonably acquire or dispose of assets held by the investment option
- an underlying fund suspends applications and withdrawals
- the law otherwise permits us to delay or restrict processing applications or withdrawals.

For Perpetual Geared Australian investment option, we may also suspend withdrawals if the underlying fund's gearing level exceeds 75%. If a suspension occurs, the gearing level in the underlying fund will be reduced to 60% or lower within a reasonable period of time.

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

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 or uses the phone, fax or email facilities (as applicable) to provide instructions to us:

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

INCORPORATION BY REFERENCE

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

The following incorporated information forms part of this PDS:

- defined fees for superannuation products
- the current buy/sell spread for each investment option
- the commencement date for each investment option
- the Insurance Book containing further information relating to insurance cover
- full insurance premium rate tables
- details of current underlying investment managers.

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

You should also read this information.

OTHER DOCUMENTS

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

- Direct Debit Request Service Agreement
- Online Account Access conditions of use
- our privacy policy
- additional information about certain 'complex' funds.

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

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 to us, together with:

- if investing by cheque a cheque for your initial investment amount made payable to 'PIML – PWS – [insert name of applicant(s)]'
- if investing by direct debit the completed 'Payment details initial contribution' section within the application form (we'll debit your initial contribution amount directly from your nominated account once we've accepted your application)
- if you would like to apply for insurance cover the completed 'Insurance cover' section within the 'Super Plan application' form and, if required, the separate 'Insurance application' form included in the Insurance Book
- if you want to **nominate a beneficiary** a completed 'Nomination of beneficiary' form – see 'Death benefits' on page 33 for further information
- if you have other superannuation accounts and wish to consolidate your superannuation into the Super Plan

 a completed 'Transfer authority' form for each fund
 (you can also send this directly to the other fund if you prefer with a copy of the 'Compliance letter' on page 59) see page 9 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 investment, you should:

- if investing by cheque attach a cheque for your additional investment amount made payable to 'PIML PWS [insert name of applicant(s)]' and send it to us together with details of the type of contribution
- if investing by direct debit complete an 'Application for additional investments and features' form and send it to us (we'll debit your additional contribution amount directly from your nominated account once we've accepted your application)
- if investing by BPAY simply remit your additional contribution to us, quoting the BPAY biller code for the relevant type of contribution (see page 22 for details).



Product Disclosure Statement issue number 10 dated 17 April 2015 Perpetual Superannuation Limited ABN 84 008 416 831 AFSL 225246 RSE L0003315

SUPER PLAN APPLICATION

Are you an Australian resident for tax purposes?

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

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

1. Investment	det	ails															
Are you an existing Per	rpetu	ual invest	or?														
no																	
yes		client nu	ımber														
If yes, would you like to	o ope	en a new	account o	or make	an additio	onal inves	tment	into an e	existi	ng ac	coun	t?					
new account																	
additional investment		existing	account r	number								plea	ase g	o to	secti	on 2	
2. Investor deta	ails	:															
Existing investors need			lete this se	ection to	change a	any detail	s prov	ided pre	vious	sly.							
title	Mr	Mrs	Miss	Ms	other												
first name(s)																	
last name																	
occupation																	
date of birth		/	/			gend	er	male		fema	le						

Tax file number

If you do not supply us with your tax file number (TFN) we will be required to impose an additional tax of 30% (plus Medicare levy) on all concessional contributions that you make or are being made on your behalf. We are also unable to accept any after-tax contributions from you. For more information regarding the provision of TFNs please see the 'Tax' section in the Features Book. An exemption is not considered to be a TFN.

yes														
no	please	specify	countr	y of re	siden	ce.								

2 Investor details (continued)

Residential addre	-	-														
unit number	street numbe	r														
street name																
suburb																
state	postcode															
country																
phone (business	hours)		phor	ne (after	hours)											
		Ш			П	П										
mobile			fax													
email address																
Provide your emai for viewing online. Postal address (o		ve will pro	vide you	with G	TIGII TIO			CW ac	Joodin		СЗРО		oc ac	THE DOC	Joines	avallable
c/- (if applicable)	unit numb	nor.	atro	t numb	٥,										ш	
po box	unit num	jer	Stree	et numb	ei											
street name																
suburb																
atata na	ata a da	a a s s malum s														
state po	stcode	country				П	П					Т		Т	П	T
3. Authoris Would you like to	_			tive? B	efore ap	opointi	ng an	autho	rised	repre	senta	tive,	refer	to the	PDS.	
no pleas	e go to section	4														
yes pleas	e complete the	details be	low.													
Online Account A	access for my a	uthorised	represe	ntative	vie	ew and	l trans	act (de	efault) or		view	only	or	no	access
Authorised repre	cantative deta															
	sentative deta	IIS:														
first name(s)		iis:														

3. Authorised representative (continued)

Postal address

c/- (if applicab	ıle)					П			
po box	unit number	street numb	per						
street name									
suburb									
state	postcode c	ountry							
				Ш					
signature	of								
authoris representati	ed				da	te	/	/	

4. Payment details - initial contribution

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 - [insert name of applicant]
rollover	make sure you complete and send the 'Transfer authority' form on page 57 to your current superannuation provider
Source of funds being inv	vested (Tick most relevant option)

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

5. Contribution/rollover details

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

Contribution Limit Reminder An annual limit of \$30,000 (indexed) applies to concessional contributions and generally \$180,000 for non-concessional contributions. For people aged 49 or over higher concessional contribution limits may apply. Members under age 65 can make non-concessional contributions of up to three times the non-concessional contributions cap over a three-year period under the 'bring forward' option. You should speak to your financial adviser about these limits when considering your situation. Contributions made in excess of the above limits will effectively be taxed at the highest marginal rate.

Initial one-off contributions

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

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 6.
employer contribution	\$	
salary sacrifice contribution	\$	
spouse contribution	\$	
CGT contribution	\$	You will also need to include a completed CGT cap election form (available from the ATO).
personal injury payment	\$	You will also need to include a completed contribution for personal injury form (available from the ATO).
Total	\$	

5. Contribution/rollover details (continued)

Rollovers

If you are transferring from another super fund please provide the below details. You will also need to complete the 'Transfer authority' form on page 57 for each rollover being requested and send it to your previous superannuation provider.

Name of the previous institution	Policy/Account number	Approximate amount
		\$
		\$
		\$
		\$
		\$
	Total	\$

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 your Personal Contributions you will need to complete section 6.	personal employer salary sacrifice spouse
Amount minimum is \$100 per investment option per frequency	\$
Frequency	fortnightly monthly (default) quarterly

6. Tax deduction for personal contributions

Tax deduction for your personal contributions (including one-off and savings plan contributions)

I am eligible and intend to claim a tax deduction for my personal contributions of:								
\$	(one-off contribution)							
\$	(per each savings plan amount)							

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 and future financial years (for contributions made under the savings plan) 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 and future financial years (for contributions made under the savings plan).

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 contributions savings plan	Only complete your account details in this section if you would like us to debit a different bank account for your savings plan							
withdrawals								
financial institution	financial institution							
branch	branch							
BSB account number	BSB account number							
account name	account name							
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	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							
signature of account holder A	signature of account holder A							
signature of account holder B	signature of account holder B							
date / /	date / /							

8. Features

Indicate which optional features you would like applied to	Frequency (if applicable)					
Dollar cost averaging plan If no frequency is selected, monthly will be assumed ▶ Note: you cannot select both dollar cost averaging and auto-rebalancing for the same account.	yes \$	per frequency	fortnightly monthly (default) quarterly			
 Auto-rebalancing If no frequency is selected, quarterly will be assumed ▶ Note: you cannot select both dollar cost averaging and auto-rebalancing for the same account. ▶ If you are investing in Perpetual Geared Australian investment option you must tick 'Yes' to the auto-rebalancing feature and complete the 'investment strategy' column in section 9. 	yes		quarterly (default) half-yearly yearly			
BPAY (additional contributions)	yes (default)		n/a			
Investor Online Account Access Note: an email address is required to register you for online account access	view & transact (default) view only		n/a			
Financial adviser Online Account Access Note: your financial adviser can access information about your account online	view & transact (default) view only		n/a			
Investment information to be sent in the mail Note: most of your investment information is available through Online Account Access	online only (default) online and mail		n/a			
Annual report to be sent in the mail Note: the annual report is also available on our website	yes no (default)		n/a			
Marketing material I would like to receive investment education material and be informed about Perpetual's products, services and offers	yes (default) no		n/a			
Nomination of beneficiary If you would like to nominate a beneficiary to receive your benefit on death complete the 'Nomination of beneficiary' form on page 53	yes no		n/a			

- For each optional feature you have elected, please ensure you have read and understood the 'Operating your account' section in the PDS for that optional facility.
- If you have nominated an optional feature above, please ensure you complete all details in the relevant columns in the table in section 9.

9. Investment allocation

Investment options	short code	initial investment	savings plan (min \$100 per option)	dollar investment cost OR strategy averaging (additional applications & auto-rebalancing)
		\$ or %	\$	(remember to identify which feature you want in section 8) %
Cash				
Perpetual Cash	PSCA			
Fixed income				
Bentham Global Income	PISCSG			
BlackRock Monthly Income	PISMER			
Macquarie Income Opportunities	PISUBY			
OnePath Diversified Fixed Interest	PISNGI			
Perpetual Diversified Income	PISDIN			
Perpetual Dynamic Fixed Income	PISARF			
Schroder Fixed Income	PISDAB			
Vanguard Australian Fixed Interest Index	PISVGY			
Property				
AMP Capital Global Property Securities	PISAMG			
BT Property Securities	PISHSP			
Ironbark Global Property Securities	PISRGP			
Vanguard Australian Property Securities Index	PISVGP			
Infrastructure				
Goldman Sachs Australian Infrastructure	PISJBW			
Lazard Global Listed Infrastructure	PISLGL			
Australian shares				
Arnhem Australian Equity	PISAAA			
Ausbil Australian Active Equity	PISUBA			
Ausbil Australian Emerging Leaders	PISELF			
BlackRock Scientific Australian Equity	PISBGA			
BT Australian Share	PISBTA			
Colonial First State Equity Income	PISASA			
Fidelity Australian Equities	PISFID			
Ibbotson Australian Shares Active	PISITA			
Investors Mutual Australian Share	PISIMA			
Investors Mutual Future Leaders	PISIMS			
Maple-Brown Abbott Australian Share	PISADA			
Perennial Value Shares	PISVSF			
Perpetual Australian Share	PSAS			
Perpetual Concentrated Equity	PISCEF			
Perpetual Ethical SRI	PISSRF			

9. Investment allocation (continued)

Investment options	short code	initial investment	savings plan (min \$100 per option)	dollar investment cost OR strategy averaging (additional applications & auto-rebalancing)
		\$ or %	\$	(remember to identify which feature you want in section 8)
Perpetual Geared Australian	PISGAF	(max 50%)	(max 50%)	(max 50%)
Perpetual Industrial Share	PSIS			
Perpetual SHARE-PLUS Long-Short	PISSPF			
Perpetual Smaller Companies	PSSC			
Schroder Australian Equity	PISSCH			
Solaris Core Australian Equity	PISCFA			
Vanguard Australian Shares Index	PISVGA			
International shares				
Aberdeen Actively Hedged International Equities	PISCSI			
AMP Capital Global Equity Value	PISAXI			
BlackRock Global Small Cap	PISJBO			
BT International Share	PISJBI			
Grant Samuel Epoch Global Equity Shareholder Yield (Unhedged)	PISBGI			
Magellan Global	PISAAI			
MFS Global Equity	PISMFG			
Perpetual Global Share	PSIT			
Platinum Asia	PISPAF			
Platinum International	PISPLI			
T. Rowe Price Global Equity	PISTRP			
Vanguard International Shares Index (Hedged)	PISVGI			
Walter Scott Global Equity (Hedged)	PISWSG			
Zurich Investments Global Thematic Share	PISZUG			
Diversified – conservative				
BlackRock Scientific Diversified Stable	PISBGC			
Ibbotson Conservative Growth	PISITC			
Perpetual Conservative Growth	PSCG			
UBS Defensive Investment	PISUBC			

9. Investment allocation (continued)

Investment options	short code	initial investment	savings plan (min \$100 per option)	dollar investment cost OR strategy averaging (additional applications & auto-rebalancing)
		\$ or %	\$	(remember to identify which feature you want in section 8) %
Diversified – balanced				
Colonial First State Balanced	PISCFB			
Ibbotson Balanced Growth	PSBLB			
Perpetual Diversified Growth	PSDG			
Perpetual Diversified Real Return	PISDRR			
Diversified – growth				
BlackRock Balanced	PISUBB			
BlackRock Scientific Diversified Growth	PISBGG			
OnePath Tax Effective Income	PISINY			
Perpetual Balanced Growth	PSBG			
Perpetual Split Growth	PSSG			
Schroder Balanced	PISSCG			
Alternatives				
Aspect Diversified Futures	PISADF			
Total				100%

10. Insurance cover

Woul	ld you like insurance cover?											
no	please go to section 11											
yes	please complete the followater of the death only cover up to death and TPD cover up	\$1 million, or		 TPD only cover 	r up to \$1 million,							
-	ou do not satisfy the above con ok. For transfers of existing insu					plication' form in the Insurance						
ls thi	s a new application for insuranc	e or an applicati	on to inc	crease insurance co	ver?							
	new increase (complete the	ne boxes below	with tota	al amount of cover, I	not the amount of	the increase)						
Туре	e of insurance											
Туре	e	Cover										
or	death only	amount	\$	(min. \$50	0,000)							
	TPD only	TPD amount	\$	(min. \$50	0,000)							
	death and TPD	death amount	\$	(min. \$50	0,000)							
	TPD amount \$ (min. \$50,000)											
and	buyback option yes no (default)											
	salary continuance	amount \$		per month (m	in. \$500 per mont	h)						
		allowance for sumonthly income component. For	per cont plus an example	ributions. That is you optional 10% of your	r cover amount car monthly income re ly salary of \$4,000	n includes a maximum 10% nnot be greater than 75% of your epresenting a super contribution the maximum monthly cover						
amo a su	at percentage of your cover ount indicated above represents per contribution component? s is left blank nil will be assumed.		% (This	s is optional and is a	maximum of 10%	6 of your monthly income.)						
Pleas	se apply indexing to my sum insu	red:										
	(default) no											
Sala	ry continuance only (indemnity	')										
benefit period 2 years (to age 65 if earlier) 5 years (to age 65 if earlier) to age 65												
wait	ing period 30 days			60 days		90 days						
Pleas	se pay my insurance premium:											
П	proportionally according to my a	account balance										
П	from my investment option											
П	from my investment option with the highest balance*											

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

10. Insurance cover (continued)

Personal questionnaire:

1. Do you permanently	reside	in Aus	stralia	ι?																no		yes
2. annual salary	\$									of ho				h	eight (cm)				W	eight (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 th	nan 20	standa	ard d	rinks	of alco	hol p	er w	eek?	?											no		yes
If yes, please provide	forms	s and c	quant	ities:																		
5. Have you ever engage or in any hazardous of scuba diving over 30	occupa	ation, r			•			-		•								_		no		yes
 6. Have you ever suffer high blood pressure mental or nervous of cancer or a tumour back/joint disorder, loss of sight of any kidney, bladder, box diabetes or liver dis 	e, high disorde of any arthrit eye(s) wel or	choles er inclu type; is, loss or blin stoma	sterol Iding S of li Idnes Ich di	, hea stres mb o s; sorde	rt comp s, anxion r paraly er and c	olaint ety, d /sis;	, che	est p	ain d	or stro	oke;					treat	mer	nt for:	:	no		yes
7. (a) Have you ever in	jected	yours	elf wi	th an	y illicit o	drugs	not	pres	scrib	ed by	a m	edic	al p	ract	ition	er?				no		yes
(b) In the past 5 yea (i) engaged in m only one othe past 5 years) (ii) had sex witho with someo with a sex with a	ale to r perso or out a co one you	male son whe condor u know no injec	ere ne m: v or s ots no	uspe	of you ct to be	has h	nad s	sex v itive	with								-		d	no		yes
8. At the date of this ap or usual occupation time basis or are une	on a fu	ull time	-								-					-				no		yes
(This question does	not ap	ply to	you	if you	ı are ap	plyir	ıg fo	r de	ath (only	cove	r).										
9. Do you have existing any insurer)?	life, d	isabilit	ty or t	raum	na cove	r on y	our/	life (inclu	ıding	any (curr	ent a	appl	icati	ons	held	with	l	no		yes
If yes, please provide	the p	olicy c	details	s in th	ne sche	dule	belo	w:														
Commencement da	te		In	sure	er			Ту	pe o	of co	ver			Α	mοι	ınt c	of co	over		To b	e re	eplaced
																				no		yes
																				no		yes

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

11. Member advice fee

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

ongoing fee	(including GST le	ess any RITC a	vailable to the Fund)	
	% per annum	or	\$	per month
	70 per armam	OI .		por month
The ongoing	member advice for	ee is to be paid:		
as a de	eduction pro rata a	across my inves	tment portfolio (default) or	
from m	У			investment option.
one-off fee	(including GST le	ss any RITC av	ailable to the Fund)	
\$				
The one-off	member advice fe	e is to be paid:		
as a de	eduction pro rata a	across my inves	tment portfolio (default) or	
fu a ua . ua				in restaurant autien
from m	У			investment option.
		•		nultiply this amount by 1.025 to determine the amount
	e entered on the a e application form			viser to receive a net fee of \$1,000, the amount
We can refuse	e a request to pay	a member advic	ce fee.	
I declare that	the payment of th	is fee is for finar	icial advice received relating to	my investment in the Super Plan.
signatu	re of			

Please ensure you also sign section 13 of this application form.

12. Financial adviser use only

Insurance and ongoing commission

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

Financial adviser details and member advice fee

I consent to Perpetual acting as my agent to collect any member advice fee agreed in section 11 of this application form.

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

financial adviser name						
phone (after hours)		phone (bus	iness hours)		₩	
mobile			fax			
AFSL licensee name			AFSL number			
Perpetual adviser number						
dealer group			dealer branch			
email address						
financial adviser signature		date	/ / /	,		ADVISER STAMP
ILGN	(Group) (Adviser) (Client)					

13. Declaration and signature

I declare and agree that:

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

13. Declaration and signature (continued)

I acknowledge that:

- neither the Trustee nor any other company in the Perpetual Group guarantees the repayment of capital or the performance of the Super Plan or any investment option
- Perpetual may contact me where required by using the email address provided on the application form. I will notify Perpetual of any change to my email address. I understand that failure to advise such a change may result in me not receiving correspondence relating to my investment.

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

- Truth and Accuracy I hereby declare that to the best of my knowledge and belief and where applicable:
 - all of the answers to questions on this application form are true and accurate and I have not deliberately withheld any information material to the proposed insurance
 - if I am transferring my existing insurance cover from another provider and this information is being provided directly to AIA Australia, this information is true and accurate at the time of transfer and I have not deliberately withheld any information material to the insurance cover that is being transferred and
 - all information I have provided to AIA Australia directly is true and accurate and I have not deliberately withheld any information material to the proposed insurance cover.
- Changes to Contract I understand that I must advise the Insurer and the trustee of any material change in my health during the period between the application date shown below and the cover commencement date. I understand that my failure to advise of such a change may make the contract of insurance voidable by the Insurer.
- Acceptance of the application I note that this application is subject to acceptance by the Insurer and that the insurance cover does not commence until I have been advised by AIA Australia or the Super Plan about acceptance of my application.
- Duty of Disclosure I acknowledge that I have read and understood the Duty of Disclosure notice in accordance with the Insurance Contracts Act 1984 as detailed in the Features Book.

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

	Consent to provide personal health information to my financial adviser – I consent to allow Perpetual to provide my financial adviser with any personal health information to assist the Trustee and Insurer in assessing my application for insurance.
	I do not authorise my financial adviser to be provided with any personal health information submitted in relation to my application for insurance.
P	erpetual Geared Australian investment option
(Y	ou must read and tick the box below if you have chosen to invest in the Perpetual Geared Australian investment option)

I have thoroughly read the 'Understanding investment risk' section of the Features Book, 'Gearing risk' section of the Features Book and 'Investment limits' section of the Features Book. I understand the greater risks associated with my selection of the Perpetual Geared Australian investment option and that it has a suggested investment timeframe of seven years or more. I acknowledge and accept that, if the value of my investment in the Perpetual Geared Australian investment option has risen above or fallen below my nominated percentage allocation (or the default percentage allocation if I do not make a nomination) at my nominated review date (or the default frequency if I do not make a nomination) it will be automatically rebalanced to my nominated

percentage allocation (or default percentage allocation) across my investments. I acknowledge that the buy/sell spread will apply to this rebalancing transaction. Before you sign this application form, the Trustee or financial adviser is obliged to give you a PDS (which is a summary of important information relating to the Super Plan). The PDS will help you to understand the product and decide if it is appropriate

signature of member date / /														
	signature of member						d	ate		/	Τ	/		
	print name													

Please ensure you also sign section 11 of this application form if you are paying a member advice fee to your financial adviser.

Important notes:

to your needs.

- If signing under power of attorney, the attorney certifies that he or she has not received notice of revocation of that power. The power of attorney, or a certified copy, must be sent to Perpetual, if not previously provided.
- Perpetual has the absolute discretion to accept or reject any application.
- Investors should retain a copy of the PDS during the life
- · A business day is a working day for Perpetual in Sydney.

Final checklist

Have you:

- □ Completed all sections of your application form?
- □ Signed your application form?
- □ Provided your financial adviser certified copies of your identification material?
- □ OR if you don't have a financial adviser have you enclosed certified copies of your identification material?

Please send your completed application form to:

Reply Paid 4171

Perpetual WealthFocus Super Plan

GPO Box 4171

Sydney NSW 2001

14. Identification verification (must be completed)

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

Identity documentation

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

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

PART I – Primary ID documents
PROVIDE ONE OF THE FOLLOWING:
current Australian State/Territory driver's licence containing your photograph Australian passport (current or a passport that has expired within the preceding 2 years is acceptable) current card issued under a State or Territory law for the purpose of proving a person's age containing your photograph current foreign passport or similar travel document containing your photograph and signature
OR
PART II – should only be completed if you do not own a document from Part I
PROVIDE ONE OF THE FOLLOWING:
Australian birth certificate Australian citizenship certificate concession card such as a pension, health care or seniors health card issued by the Department of Human Services (excludes Medicare cards)
AND PROVIDE ONE VALID DOCUMENT FROM THE FOLLOWING:
a document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to you and contains your name and residential address a document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by you to
the Commonwealth (or by the Commonwealth to the individual), which contains your name and residential address. a document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to your address or to you (the document must contain your name and residential address)
OR
PART III – should only be completed if you do not own document(s) from Part I OR Part II
BOTH documents from this section must be provided
foreign driver's licence that contains a photograph of you and your date of birth national ID card issued by a foreign government containing your photograph and your signature
Any documents written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

Perpetual WealthFocus Super Plan - Application form_15 of 16 51

14. Identification verification (continued)

How to certify your documents

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

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

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

- · A bank, building society, credit union or finance company officer with a minimum of 2 years continuous service*
- A fellow of the National Tax Accountants' Association*
- A judge of a court, Justice of the Peace or magistrate*
- · A legal practitioner*
- · A notary public or the local equivalent
- · A medical practitioner including dentist, nurse, optometrist, pharmacist, physiotherapist, psychologist or veterinary surgeon*
- A permanent employee or agent of the Australian Postal Corporation with a minimum of 2 years continuous service

- · A police officer*
- · A teacher employed on a full-time basis at a school or tertiary education institution*
- · An accountant who is a member of the Institute of Chartered Accountants in Australia, CPA Australia, the National Institute of Accountants or the Association of Taxation and Management Accountants
- · An Australian Consulate or Diplomatic Officer
- An Australian Financial Services Licence holder or their authorised representative (includes any licensed financial adviser) with a minimum of 2 years continuous service

IMPORTANT: Please ensure that you have either

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

Record of veri	ficatio	on procedur	e (Financial a	dviser use on	y)						
This section is to be us identity documentation	-	ancial advisers whe	en a record of verificati	on is provided, rather	than certified copies of						
ID document details Document 1 Document 2											
verified from		original	certified copy	v original	certified copy						
document name/type											
document issuer											
issue date											
expiry date											
document number											
accredited English trans	slation	N/A	sighted	N/A	sighted						
By completing and sign an identity verification holder or their author the information providocumentation providocumentation.	n proced rised repr ded in re	lure has been com resentative and	pleted in accordance	with the AML/CTF rul	es, in the capacity of an AFSL onsidering the identity						
AFS licensee name				AFSL number							
representative/ employee name				phone number							
signature				date verification completed							

^{*} Limited to persons licensed or registered to practice these occupations in Australia.

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NOMINATION OF BENEFICIARY

4		ı				
-	ΝЛ	\sim	NAAK	\sim	ヘナつ	110
	IVI		nber	u	cla	115

client number	ac	count number
first name(s)		
last name		
phone (after hours)	р	hone (business hours)

2. Beneficiary details

Please read the 'Important notice for beneficiary nominations' on the following page before you complete this section.

If you want all or part of the benefit to be paid to your estate (and distributed in accordance with your Will) you should write 'LPR' in the field titled 'relationship to member' (LPR is an abbreviation for Legal Personal Representative),

noid titled Toldtierieriip to	mormoor (Er	THO AIT ADDITIONS	morrior Logari	orderial rioprederitat				
Beneficiary 1								
first name(s)								
last name								
date of birth	/	/	rela	ationship to membe	r			
Beneficiary 2								
first name(s)								
last name								
date of birth	/	/	rela	ationship to membe	r			
Beneficiary 3								
first name(s)								
last name								
date of birth	/	/	rela	ationship to membe	r			
Nomination type (only	choose one)	Binding	g or		Ве	neficiary 1		%
		Non-bi	nding		Ве	neficiary 2		%
		NOTI-DII	riding		Ве	neficiary 3		%
					Tot	tal		100%

If you elect to make a binding nomination, you must complete section 4 on the following page for your nomination to be effective.

3. Declaration by member (must be completed)

I direct the Trustee to distribute the benefit payable in respect of me in the event of my death in accordance with this form.

member signature				date	/	/		
4. Declaration l	by witnesses (Binding nomina	tion only)					
I declare that I am over the each of the witnesses sign	· ·	· ·	,	, ,			the da	ate

Witness 1 first name(s) last name postal address suburb signature witness 2

first name(s) last name postal address suburb signature date //

Important notice for beneficiary nominations

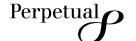
For the Super Plan you are only able to make either a binding or non-binding nomination.

For the purpose of paying a death benefit, a dependant is:

- a person who is financially dependent upon you at the date of death
- · a child, adopted child, step-child, ex-nuptial child or
- · a spouse (including a de facto spouse), or
- a person with whom you have a close personal relationship and share a residence with and one or each of you provides the other with financial support, domestic support and personal care or
- a person with whom you have a close personal relationship, but the other requirements detailed above aren't satisfied because either or both of you suffer
 from a physical, intellectual or psychiatric disability.

Binding nomination rules

- In order to be effective, a binding nomination must be signed by two witnesses who are at least 18 years old and who are not named in this nomination form. Also, in order to have effect, this form must be delivered to the Trustee.
- Only your dependants or legal personal representative are eligible to receive your death benefit. Eligibility of a nominated person is determined at the date of your death.
- A binding nomination is effective for three years after the day it was first signed, or last confirmed or amended by the member. If you wish to confirm your nomination for another three years, you may do so by providing a signed notice to that effect to the Trustee.
- · Your binding nomination will also cease to have effect if you subsequently marry, remarry or divorce.
- If you wish to amend or revoke your binding nomination you may do so by providing a notice to that effect to the trustee witnessed in the same manner
 as your original nomination (by two persons over the age of 18 years who are not named in the nomination form). We will provide a form for this purpose
 upon request.
- If a dependant nominated to receive a benefit predeceases the member or if a person nominated is not a dependant or legal personal representative at the time of death, that person's benefit will be distributed equally amongst the surviving nominated dependants or current legal personal representative. If there are no surviving nominated dependants or nominated legal personal representative it will be paid in accordance with the Trustee's discretion.
- You must provide all details requested in this form. If you do not, the Trustee may need to contact you to obtain further information. In the absence of certain information, the rules governing binding nominations adopted by the trustee provide for the following:
 - If you fail to specify any proportion, the benefit will be distributed equally amongst those persons nominated who are eligible to receive a benefit. If you
 do nominate percentages in respect of all nominated persons but the sum of the percentages is other than 100%, the percentages will be adjusted
 proportionately.
 - If you specify a proportion in respect of some but not all of the nominated persons the residual amount will be distributed equally amongst those
 nominated persons in respect of whom no proportion is specified. In the event there is no residual amount, no benefit will be paid to those persons in
 respect of whom no proportion is specified.



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FUND CHOICE NOMINATION

This form provides all the information your employer will need by law to pay your contributions into Perpetual WealthFocus Super Plan (the 'Super Plan'), including a letter from the trustee of the WealthFocus Super Plan stating it is a complying superannuation fund, and that it accepts employer contributions (overleaf), and information about how your employer can make contributions to the Super Plan on your behalf (below). Some employees may not be eligible to choose their own superannuation fund. Please speak to your employer or visit www.superchoice.gov.au for more information.

Instructions for completing this form: 1. If you are a new investor in the WealthFocus Super Plan you will need to apply first;

- 2. Complete and sign this form; and
- 3. Submit this form to your Employer.

1. Chosen fund details

Fund Name Perpetual WealthFocus Superannuation Fund, known as Perpetual WealthFocus Super Plan									
client number account name									
fund Australian Business Number (ABN) 41772007500									
fund contact phone 1800 022 033									

2. Chosen fund payment methods

BPAY - Your employer can use one of the following payment methods to pay superannuation contributions on your behalf:



BPAY® is a secure and convenient way to make contributions into your super. If you wish to make contributions via BPAY please contact the Perpetual Investor Service Centre on 1800 022 033 to request the generation of your personalised Reference Number. You will be notified of your individual Reference Number in writing. Please enter your Reference Number below when you receive it.

 Employer contributions	Salary sacrifice contributions	Personal contributions	Spouse contribution
Biller Code: 636928	Biller Code: 636944	Biller Code: 636936	Biller Code: 636951
Ref No:	Ref No:	Ref No:	Ref No:

Cheque - Please state the contribution type for each payment and provide information that identifies the recipient account including fund name, client number and name (as shown in section 1).

Payable to PIML - PWS, <Account name, Account number> Perpetual WealthFocus Super Plan Address Perpetual Investment Management Limited GPO Box 4171, Sydney NSW 2001

Note: All contributions will be invested according to your most recent investment strategy.

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

employer name(s)																	
employee name																	
employee no.				(i	if app	olicat	ole)										
										Ŧ		,	T	,	Т	т	Т
signature								d	ate		/			/			

If you have any questions or require further information please contact your financial adviser, Perpetual's Investor Service Centre on 1800 022 033 or Perpetual's Intermediary Service Centre on 1800 062 725.

Please submit this form to your employer. Do not send it to Perpetual.

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COMPLYING FUND STATEMENT

To Whom It May Concern,

Perpetual WealthFocus Superannuation Fund

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

Complying Fund Statement

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

Contribution acceptance section

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

Yours faithfully

Directors, Perpetual Superannuation Limited

Perpetual Superannuation Limited

ABN 84 008 416 831 AFSL 225246 RSE L0003315 Level 12, Angel Place 123 Pitt Street GPO Box 4171 Sydney NSW 2001 Australia DX 365 Sydney Fax (02) 8256 1427 www.perpetual.com.au

Investor Services

Telephone 1800 022 033 Fax (02) 8256 1427

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TRANSFER AUTHORITY

1. Applicant details

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

title	Mr	Mrs	Mi	iss	Ms	other					C	date	of b	irth		/	,		/	Ι	Ι	
first name(s)																						
last name																						
other/previous names																						
tax file number ¹			Ш																			
		nder the s ax conseq				ry (Supervi rovide it.	sion) A	Act 19	93, yı	ou are	e not (oblige	d to	disclo	se yo	our ta	x file	numk	er, bu	ut the	re ma	y be
gender		male	f	emale																		
phone (after hours)				Щ		Щ		pho	ne (k	ousin	ess l	nours	s)	L				Ļ		Ļ	Ļ	
residential address																						
suburb											s	tate					post	code)			
	If th	e addre	ss held	d by yo	our 'F	ROM' fu	nd is	diffe	rent	to y	our (curre	nt a	ıddre	ess,	plea	se g	ive c	letail	s be	low.	
previous address																						
suburb											s	tate					post	code	•			

2. Fund details

FROM		ТО	
fund name		fund name	Perpetual WealthFocus Superannuation Fund
fund address		fund phone number client number (if known)	1 8 0 0 0 2 2 0 3 3
fund phone number membership or account number Australian business number (ABN)		account number (if known) Australian business number (ABN) Unique superannuation identifier	4 1 7 7 2 0 0 7 5 0 0 PERO 6 8 A U
Unique superannuation identifier			your TO fund to ensure they can accept
If you have multiple account			n for each account you wish to transfer.
Super Plan, GPO Box 417	superannuation fund or policy to:	artial value ^{\$} Perpetual Superannuation L	imited, Perpetual WealthFocus

3. Proof of identity

If you do not provide proof of identity with this form your 'FROM' fund may not release your benefit and delay transferring it to us until you do.
I have attached a certified copy of my driver's licence or passport
or
I have attached certified copies of my:
Birth/Citizenship Certificate or Centrelink Pension Card
AND
Centrelink payment letter or Government or local council notice (less than one year old) with name and address

Certification of personal documents

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

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

The following people are authorised to certify documents:

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

4. Authorisation

By signing this request form I:

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

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

first name(s)															
last name															
signature								da	ate	/		/	Ī	Ī	



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COMPLIANCE LETTER

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

To Whom It May Concern,

Perpetual WealthFocus Superannuation Fund (Perpetual WealthFocus Super Plan)

RSE Registration No. R1057010

Australian Business Number (ABN): 41 772 007 500

Superannuation Product Identification Number (SPIN): PER0068AU (Super Plan)

Unique Superannuation Identifier	PER0068AU
Account Name	PIML Super Apps
BSB	082001
Account Number	647148575
Electronic Address	http://supergate.superchoice.com.au/exchange/superstream

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

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

Yours faithfully

Directors, Perpetual Superannuation Limited

Perpetual **Superannuation Limited**

ABN 84 008 416 831 AFSL 225246 RSE L0003315 Level 12, Angel Place 123 Pitt Street GPO Box 4171 Sydney NSW 2001 Australia DX 365 Sydney Fax (02) 8256 1427

Investor Services Telephone 1800 022 033

Fax (02) 8256 1427



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

FAX

02 8256 1427

POSTAL ADDRESS

No stamp required if posted in Australia

Reply Paid 4171 Perpetual WealthFocus Super Plan GPO Box 4171 Sydney NSW 2001

Australian Capital Territory

Level 6 10 Rudd Street Canberra ACT 2601

New South Wales

Angel Place
Level 12
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

Rialto South Tower 525 Collins Street Melbourne VIC 3000

Western Australia

Perth WA 6000

www.perpetual.com.au

