

MyState Wealth Management Pension Application Form

1 July 2016

Trustee and Issuer:

Diversa Trustees Limited
ABN 49 006 421 638
AFSL 235153
RSE License No L0000635

Distributor:

MyState Wealth Management, a registered business
name of Tasmanian Perpetual Trustees Limited

ABN 97 009 475 629 AFSL 234630
ACL Number 234630
GPO Box 1274, Hobart TAS 7001
Phone: 1300 651 600
Web: mystate.com.au/wealth

MyState Wealth Management Pension Application

How to Complete the Application Form

Before you complete the Application Form, you should read the following documents thoroughly:

- the PDS for the MyState Wealth Management Pension Account;
- the Cash Account product disclosure information,
- MyState Wealth Management Approved Products List, and
- relevant disclosure material for each investment in which you choose to invest.

All relevant disclosure documents are available from your Financial Adviser or from the Approved Products List, at mystate.com.au/wealth.

Step 1 – Complete the Application Form, online with your Financial Adviser

Your Financial Adviser will assist you to complete the Application Form. Once your details have been entered, you should check that all sections have been completed and that your Financial Adviser has signed the Adviser Declaration. Please note applications will not be processed where information is either incomplete or missing. You must have a Financial Adviser to join the Plan or apply for a Pension.

Step 2 – Return Application Form and Relevant supporting documentation.

Once the Application Form is duly completed, it should be printed out and signed, and then sent to the Investment Administrator at clientservices@powerwrap.com.au

Powerwrap Limited
PO Box 16071
Collins Street West, Vic, 8007

MyState Wealth Management Pension Application



APPENDIX A - PENSION APPLICATION

IMPORTANT: Please use BLOCK letters and black ink when completing this form.

Please note that fields marked with an asterix (*) are mandatory.

1. Pension Type

*Please indicate (tick) the type of Pension you are applying for:

Superannuation Pension Transition to Retirement Pension Term Allocated Pension

2. Existing Member details

*Are you an existing Member with Powerwrap Master Plan? No Yes

If you are an existing Member, what is your account number?

3. Member details

*Title Mr Mrs Miss Ms Dr Prof

*Given Name(s)

*Surname

*Date of Birth / /

*Country of Citizenship

Residential Address (PO Box is NOT acceptable):

*Street Address

*Suburb/Town/City

*State

*Postcode

*Country

4. Member contact details for correspondence

The following contact details will be used for all communications

*Contact Name

*Contact Phone

*Email Address

Mailing details (if different from residential address):

Street Address or PO Box

Suburb/Town/City

State

Postcode

Country

5. Pension eligibility

* Yes: I am an Australian citizen, New Zealand citizen or permanent resident of Australia and satisfy one of the following conditions of release:

1. I am aged 65 or more;

Powerwrap Limited

PO Box 16071, Collins Street West, VIC, 8007

Phone 03 8681 4600

Diversa Trustees Limited (AFSL 235153)

(RSE Licence No. L0000635). The Product Disclosure Statement for the MyState Wealth Management Pension Account dated 1 July 2016.

2. After attaining age 60, I ceased a paid employment arrangement; or
3. I have reached my preservation age and never again intend to be gainfully employed full-time or part-time (that is, 10 hours per week or more); or
4. (For Transition to Retirement Pensions only) I have reached my preservation age.

Note: If you are terminally ill or permanently incapacitated; or you are a holder of temporary visa, contact the Member Administrator to confirm eligibility.

6. Tax File Number (TFN) Notification

The Trustee is authorised to collect TFNs by tax laws, the Superannuation Industry (Supervision) Act 1993, the Privacy Act 1988 and the Australian Privacy Principles. The lawful purpose for which a Member's TFN can be used and the consequences of not quoting their TFN may change in the future, as a result of legislative changes. The PDS includes further details of how the Trustee is authorised to use your TFN and also to whom the Trustee may disclose your TFN.

*Tax File Number (TFN)

7. Cash Management Account ("Cash Account") Details (POWERWRAP LIMITED TO COMPLETE)

(This section to be completed by Powerwrap Limited on receipt of the Member's account details from the relevant financial institution)

*Account Name: Diversa Trustees Limited:

*Account Number:

BSB:

8. Privacy

Please note that by sending the Trustee personal information about yourself, you are agreeing that the Trustee and relevant service providers can use it for the purposes of running your Pension Account. If you have any questions about your rights under the privacy legislation or for further information about our privacy policy, please call the Member Administrator on 07 5555 5656 (Important - refer to the PDS for further privacy information).

9. Beneficial Ownership (are there Beneficial Owners of the Company/Trust?)

Yes

Beneficial Owner means an individual (not a company, trust or other entity) who ultimately 'Owns' or 'Controls' the investor. 'Owns' means ownership (either directly or indirectly) of 25% or more of the investor. 'Control' includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices and whether or not based on legal or equitable rights, and includes where an individual can exercise control through capacity to determine decisions about financial and operating decisions.

Please complete the remainder of this section. If the ownership of the Company/Trust is a further Company or Trust, you will need to keep providing Beneficial Ownership details of each entity until you have reached a natural person. If you require additional space, please attach a separate page to this application form with the details.

No, I certify that there are no Beneficial Owners of the Company/Trust. We may contact you for further information.

Beneficial Owner 1

Full Name:		Date of Birth
Residential Address (PO Box is NOT acceptable)		
Suburb/Town/City	State	Postcode
Country		

Powerwrap Limited

PO Box 16071, Collins Street West, VIC, 8007
Phone 03 8681 4600

Diversa Trustees Limited (AFSL 235153)
(RSE Licence No. L0000635). The Product Disclosure Statement for the
MyState Wealth Management Pension Account dated 1 July 2016.

Beneficial Owner 2

Full Name:		Date of Birth
Residential Address (PO Box is NOT acceptable)		
Suburb/Town/City	State	Postcode
Country		

Beneficial Owner 3

Full Name:		Date of Birth
Residential Address (PO Box is NOT acceptable)		
Suburb/Town/City	State	Postcode
Country		

10. Politically Exposed Persons

A Politically Exposed Person includes individuals who occupy a prominent public position or function in a government body or international organisation, both within and outside Australia. This definition also extends to their immediate family members and close associates.

Are any of the Applicants, Directors, Responsible Officials, Partners, Authorised Representatives, Authorised Signatories, Trustees, Beneficial Owners, Beneficiaries or any other persons listed in the application form, a Politically Exposed Person?

The Pension purchase amount is made up of:

Yes

No

If yes, please provide details

11. Investment details

The Pension purchase amount is made up of:

MyState Wealth Management Superannuation Account: \$
MyState Wealth Management Superannuation Account Number:

Please close my existing MyState Wealth Management Superannuation Account following transfer of my full account balance to my MyState Wealth Management Pension Account. Please nominate full withdrawal amount above.

Please make a partial withdrawal from my MyState Wealth Management Superannuation Account only. Please nominate partial withdrawal amount above. (Please note the amount you nominate above should be the amount excluding the Cash Contribution amount and External Account Rollover that are separately specified below. Therefore, your pension purchase price will be the partial withdrawal amount plus any cash contribution amount plus any external account rollover specified below).

- Please make a partial withdrawal from my MyState Wealth Management Pension Account. Please nominate partial withdrawal amount below.
- Please close my existing MyState Wealth Management Pension Account following transfer of my full account balance to my MyState Wealth Management Pension Account. Please nominate full withdrawal amount below.

MyState Wealth Management Pension Account: \$

MyState Wealth Management Account Number:

Initial Cash Contribution*

Personal Contribution: \$

Spouse Contribution: \$

* Initial contribution amounts should be deposited to your Cash Account, details of which are available from your Financial Adviser.
External Account Rollover**

Institution: \$

Institution: \$

Institution: \$

Total Amount for purchase of pension: \$

**If amounts for purchase of your Pension are drawn from a number of different sources (including your MyState Wealth Management Superannuation Account and external account rollovers), the external account rollover amounts will be held in your existing super account until all amounts are able to be applied towards the purchase of your Pension (refer to the PDS for more details). If you wish to make additional contributions as part of your pension purchase price, we will process this in your existing Superannuation Account before rolling to the Pension Account. If you do not have an existing Superannuation Account with us, we will place your funds in a superannuation holding account in your name until such time all funds intended for the purchase of a pension are received. If you do not wish to proceed with the pension plan, you can only transfer these funds to another complying superannuation fund or will have to satisfy a condition of release before these funds can be released to you.

External Account Rollover amounts received via cheque should be mailed to:

DIY Admin Pty Ltd
PO Box 7540
GCMC QLD 9726

Cheques should be made payable to Diversa Trustees Limited ATF Powerwrap Master Plan Fund Account.

12. Pension Payment Details

**Date of First Payment / /

Please nominate the month and year you would like to receive your first pension payment. You must receive at least one pension payment in each financial year. If you commence your pension between 1 June and 30 June in any year, you are able to defer your first payment to the next financial year.

13. Frequency of Payments and Payment Amount

*Please nominate the pension amount that you wish to receive (This may be subject to income tax). Please tick applicable box or other amount:

Pension Amount	Monthly	Quarterly	Half Yearly	Yearly
Minimum, or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maximum, or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ Other Amount	\$	\$	\$	\$

Note: If you specify an amount, it must be higher than the Minimum Amount and, in the case of a Transition to Retirement Pension, not greater than the Maximum Amount. Refer to the PDS for details. Your nominated amount will be adjusted if these limits are not adhered to.

14. Payment Instructions

*Pension payments can only be made to a nominated cheque or savings account by direct credit. Complete the details of your Financial Institution.

*Name of Financial Institution:

*Account Name:

*BSB:

*Account Number:

15. Reversionary Pension or Nomination of Preferred Beneficiaries

You may elect that in the event of your death a reversionary pension be paid to your surviving dependant(s). Alternatively, you may nominate a beneficiary or beneficiaries to receive a lump sum benefit payment upon your death.

Reversionary Pension

I hereby advise that in the event of my death, a reversionary pension be paid to my surviving dependant(s).

Name of Dependant:	Date of Birth: / /	Proportion: %
Name of Dependant:	Date of Birth: / /	Proportion: %
Name of Dependant:	Date of Birth: / /	Proportion: %

Important: For more information about nomination of a reversionary pension dependant, see the PDS. Special rules apply to nomination of a child.

Preferred Beneficiaries

Alternatively you can nominate your preferred beneficiaries for the payment of a lump sum benefit below.

This section helps the Trustee decide who should receive any lump sum benefit payable from the Plan in the event of your death. The Trustee has discretion over the payment of your death benefits, but under superannuation legislation death benefits can (generally) only be paid to a dependant or your estate (refer to the PDS for more information). If your circumstances change, you should alter your nomination by notifying the Member Administrator in writing.

To the Trustee - Strictly Confidential

I am aware that in the event of my death whilst a Member of the Plan, the benefit provided under the Deed is payable at the Trustee's discretion to one or more of my dependents, my estate, or such other person as the Trustee determines to be validly entitled to the benefit. In such event, it would be my wish that the benefit be paid to the person/s nominated below in the proportions shown. I understand that it is a statement of my personal preferences only and that it is in no way binding on the Trustee.

Mr/Mrs/Ms/Miss	Surname	Given Name(s)	Relationship	Proportion %
				%
				%
				%
				%

Members have the option to make a binding death nomination details of which are set out in the PDS. If you wish to make a binding death nomination, please request a copy of the binding death nomination form from the Member Administrator. If you make a binding death benefit nomination, it will apply to all accounts you hold with MyState. If you make no nomination at all, under the Plan's Trust Deed, the Trustee is required to pay any death benefits to your estate. (For more information, refer to the PDS).

16. Adviser Service Fee: Initial Advice Fee

Initial Advice Fee: % excluding GST or \$ excluding GST
(maximum 5.0% of the initial investment amount excluding GST).

Note: This fee is negotiable between you and your Financial Adviser. This fee may apply to an amount transferred from your Superannuation Account to the Pension Account, if you agree.

17. Adviser Service Fee: Ongoing

Ongoing Fee: % per annum excluding GST or \$ per annum excluding GST

The Ongoing Fee may also include an amount for Model Portfolio Manager fees, where your Financial Adviser more actively assists in the management of your investment portfolio based on a Model Portfolio constructed and managed by a professional portfolio manager.

The Ongoing Fee (including any Model Portfolio Manager fees) is capped at 4% per annum excluding GST.

Note: Adviser Service Fees (other than an amount for Model Portfolio Manager fees) are negotiable between you and your Financial Adviser. You may withdraw your consent to the amount, and deduction, of Adviser Service Fees at any time by notifying your Adviser or Powerwrap Limited.

18. Broker Fees

Brokerage (ASX Listed Securities): % excluding GST, with a minimum or \$ per transaction excluding GST
(minimum 0.1% or \$18 excluding GST).

Brokerage (International Listed Securities): % excluding GST, with a minimum or \$ per transaction excluding GST
(minimum .2% excluding GST).

19. Financial Adviser Appointment and Transaction Authority

* Yes: I hereby advise the Trustee that I have appointed the Financial Adviser detailed and authorise my Financial Adviser to act on my behalf to give and carry out instructions regarding the operation of my account (including investment related instructions and transactions) until such time as I notify the Trustee in writing that I have cancelled the appointment of my Financial Adviser or have terminated this authority. I understand that in giving and carrying out instructions the Financial Adviser may access and transact on my Account. I also understand that the Trustee and its service providers can accept and act on such instructions given by my Financial Adviser without requiring my signature, additional proof, instructions or further confirmation from me. The instructions or transactions for which this authority applies include:

- a. Selecting a broker for my account to enable trade transactions and to facilitate the payment of any associated fees and brokerage charges from my Cash Account.
- b. Investment of my initial investment amount.
- c. Switching between investment strategies/underlying investment holdings including purchasing and selling investments.
- d. Changing a regular pension payment amount.
- e. Making elections on dividend or distribution re-investment, including elections with respect to corporate actions.

Refer to the PDS for further information.

Note: Your Application cannot be accepted without this Authority. Neither the Trustee, any of its related entities or respective employees endorse, warrant or accept any responsibility for any of the services provided by your Financial Adviser. Any financial services you receive from your Financial Adviser are provided by the adviser in its own right and not on behalf of the Trustee. Your Financial Adviser is not an agent or representative of the Trustee. If you cancel the appointment of your Financial Adviser, you must appoint a replacement Financial Adviser otherwise your entitlements in the Plan may be transferred to an eligible rollover fund.

20. Personal Investment Selection

* Yes: I direct the Trustee to invest my account balance in the selected investment options in accordance with my investment instructions as conveyed and/or carried out by my Financial Adviser (except for any proportion held in the Cash Account for my MyState Wealth Management Pension Account).

Note: Investment instructions received after 1pm will be actioned the following business day. A minimum Cash Account holding must be maintained to meet the cash flow requirements relating to your MyState Wealth Management Pension Account. The Trustee or its service providers may be authorised to deduct amounts from your Cash Account to give effect to instructions received from you or your Financial Adviser.

21. Applicant Declarations and signature (APPLICANT TO COMPLETE)

Before you sign this Application Form the Trustee or your Financial Adviser is obliged to give you the PDS. The PDS will help you to understand the product and if it is appropriate to your needs.

- a. I hereby apply for a MyState Wealth Management Pension Account in the Powerwrap Master Plan under the Trust Deed, and acknowledge that I am bound by the provisions of the Trust Deed (as amended from time to time) and the terms and conditions summarised in the PDS from time to time.
- b. I have obtained, read and understand the PDS provided with this Application Form which is relevant to my decision to apply for a Pension Account and any selection or nomination made by me in this Application Form.
- c. I acknowledge that in the event of any inconsistency between the Trust Deed and the PDS, the Trust Deed will prevail.
- d. I agree to the payment of adviser remuneration as outlined in this Application Form.
- e. I have elected to provide my Financial Adviser with a Financial Adviser Transaction Authority as outlined in this Application Form. In doing so:
 - i. I authorise my Financial Adviser to communicate my instructions in relation to my portfolio.
 - ii. I authorise the Trustee to accept and act on instructions received from my Financial Adviser without requiring my signature, additional proof, instructions or further confirmation from me.
 - iii. To the extent permitted by relevant law, I indemnify and agree to keep the Trustee indemnified against any loss, liabilities, costs and other charges and expenses arising from carrying out those instructions.
- f. I acknowledge that the Trustee has no knowledge of my personal circumstances or the advice I receive from my Financial Adviser and that the Trustee cannot and does not form a view as to the reasonableness or appropriateness of the advice, fees or investment recommendations in relation to my personal situation. I further acknowledge that my Financial Adviser is my agent and chosen by me, not the agent of the Trustee, and has not been assessed or vetted by the Trustee.

- g. I confirm acceptance of the fees and costs detailed in the PDS, including those agreed between me and my Financial Adviser in this Application Form, and authorise the deduction of these fees and costs from my Cash Account.
- h. I understand that the value of my investments may rise or fall from time to time, and that neither investment performance nor the repayment of capital is (or can ever be) guaranteed. Further:
 - i. I acknowledge that I have and will read and understand the risk level and asset allocation information for the investment strategy and underlying investments selected.
 - ii. I acknowledge that I have and will read and understand any investment limits applicable to the selection of underlying investments or assets for my chosen investment strategy(ies) and that investment limits may change from time to time.
 - iii. I acknowledge that my underlying investment or assets may be re-balanced from time to time by the Trustee to ensure that they continue to meet any relevant requirements, guidelines or criteria established or approved by the Trustee.
 - iv. I acknowledge that I have obtained from my Financial Adviser and read and understand the relevant product disclosure statement or other disclosure document for any underlying investments selected for my investment strategy(ies) (where applicable).
 - v. I acknowledge that I have obtained from my Financial Adviser and read and understand the Product Disclosure Statement for the MyState Wealth Management Investment Account in relation to any Model Portfolios selected for my investments (where applicable).
 - vi. I declare that the investments or assets selected for my portfolio have been determined with the assistance of my nominated Financial Adviser, and understand and acknowledge the Trustee does not assess the suitability or appropriateness for my portfolio of any available investments or investment managers.
 - vii. I understand that neither the Trustee, Member Administrator, Investment Administrator, Promoter, any related entities or their respective employees guarantee the capital or performance of any available investment strategy or underlying asset or investment.
- i. I undertake to do all things required by the Trustee to ensure my participation in the Plan complies with relevant legislation or regulations applicable to superannuation funds.
- j. I authorise the Trustee to release information concerning my account, investments and superannuation entitlements to the Trustee's service providers, the Promoter and to my Financial Adviser and its Licensee until further notice.
- k. I acknowledge that my membership of the Pension product does not commence until the investment amount is received and allocated to the Cash Account for my Pension Account.
- l. I acknowledge that where I fail to provide any required information or documentation that the Trustee has the right not to accept this Application Form or any instruction for a transaction, and that the Trustee will not be liable for any loss that may arise.
- m. I understand that the Trustee may terminate my involvement in the Plan if I do not comply with its terms and conditions, including the obligation to be advised by a Financial Adviser at all times.
- n. I acknowledge that if I cease to be advised by my Financial Adviser, I will inform the Trustee, and will nominate a new Financial Adviser who is authorised to advise with respect to the Plan.
- o. I consent to the Trustee providing me with my annual statement, fund report or any other disclosure documents required under the relevant law by sending it to my email address (as set out in this Application Form or as advised by me from time to time) or by such other electronic means as the Trustee considers appropriate from time to time.
- p. Further,
 - i. I acknowledge that all communications will be sent to the email address I have provided in this Application Form, and that (to the extent allowed by relevant law) if I have nominated an email address not under my sole control, including my Financial Adviser's email address, it is my responsibility to ensure I receive such communications.
 - ii. To the extent allowed by relevant law, I indemnify and agree to keep indemnified the Trustee against any loss, liabilities, costs and other charges and expenses arising from claims that I did not receive communications.
- q. I understand the information in the PDS concerning disclosure of my TFN and privacy generally, and I consent to my personal information being used for the purposes, and disclosed in the circumstances, as described in the PDS, or as permitted or required by law from time to time.
- r. I understand that my Financial Adviser and/or its Licensee and/or the Promoter may have an interest in or association with or receive payment or support from an investment manager or product provider or an investment in the Approved Products List, that might cause my Financial Adviser and/or its Licensee and/or the Promoter to have a conflict of interest in recommending such investments, and that the Trustee is not responsible for bringing this to my attention.
- s. To the extent permitted by law, the Trustee disclaims, and I release and indemnify the Trustee in respect of, any liability which may arise as a result of me investing in any investment available in or via the Plan or as a result of any Model Portfolio.
- t. I understand and acknowledge that:
 - i. the Model Manager is the owner of all intellectual property in connection with each Model Portfolio;
 - ii. I have read the relevant disclosure documentation for each investment I am considering, that I have taken advice from my Financial Adviser and/or formed my own view in relation to each investment, and I understand the risks of each investment;
 - iii. the Model Manager may be a professional Model Manager, my Financial Adviser, the AFSL Licensee of my Financial Adviser or a related entity and will receive remuneration for Model Manager services (deducted from my Cash Account) which relate to services provided to me by my Financial Adviser;
 - iv. the Model Manager gives no warranty as to the performance of the Model Portfolio;

- v. to the extent permitted by law, the Model Manager disclaims, and I release and indemnify the Model Manager in respect of, any liability which may arise as a result of me investing in the Model Portfolio; and
- vi. the Model Manager may give advice and take action for itself or others which differs from advice given and action taken in relation to a Model Portfolio.
- u. I understand and acknowledge that the Trustee will endeavour to notify me of and obtain my views on any corporate actions but that the Trustee reserves the right to deal with such actions as it considers appropriate or expedient.
- v. I acknowledge that the Trustee has appointed a number of service providers to assist it to undertake its role, and that references to the Trustee should be read broadly, where appropriate, to include its service providers, in particular, in relation to giving such service providers the benefit of all acknowledgments, indemnities and releases given to the Trustee.
- w. I understand that any withdrawal requests will be treated as irregular pension payments unless I specifically indicate they are commutations.
- x. I understand that the Trustee may adjust my pension payments to ensure prescribed minimums and/or maximums are adhered to.
- y. I declare that all of the details given in this Application Form are true and complete and that I am able to make these declarations.

Yes. I agree to the Adviser Fees stated in Section 16 and 17 and the Broker Fees stated in Section 18.

Application and Acknowledgement Illiquid Investments attestation

- a. Investments in illiquid assets will not exceed 20% of my account balance; and
- b. I acknowledge that I must hold at least 3 years of pension payments, plus the minimum cash balance in liquid assets.

Should I wish to transfer and/or sell some or all assets, the remaining member account balance will be subject to the restrictions above.

I understand and accept that by holding illiquid assets in my account, the Trustee may not be able to rollover or transfer my benefit within 30 days of receiving a completed transfer request because these investments cannot be converted to cash within 30 days or, if converted to cash within this time frame, it may have a significant adverse impact on the realisable value of such illiquid assets.

I acknowledge that any transfer request relating to illiquid assets will only be made in accordance with the withdrawal or redemption restrictions relating to the illiquid assets, as disclosed in any product disclosure statement or other document pertaining to these investments provided to me by my Adviser.

Signed by the Applicant:

*Given Names:	*Surname:
*Signature:	*Date:

Important Note: On receipt of this Application Form and establishment of your Pension Account, you will be sent a confirmation of your Pension Account.

22. Financial Adviser declaration (FINANCIAL ADVISER TO COMPLETE)

- a. I accept the terms of the Financial Adviser Transaction Authority in the Application Form and agree to act in accordance with this authority and any instructions I receive from the applicant (Member). I agree to provide the Member with any information or documents that they request in relation to any instructions or transactions generated under this Authority.
- b. I hold an Australian Financial Services Licence, or I am authorised through a holder of a current Australian Financial Services Licence.
- c. I confirm that my licence or authorisation enables me to deal in and advise on the MyState Wealth Management Pension Account.
- d. I have provided the Member with the current Product Disclosure Statement for the MyState Wealth Management Pension Account; Approved Products List; the Cash Account product disclosure information and product disclosure statement or other disclosure document for each of their selected investments (where applicable), and will continue to do so for each new investment they make and in respect of any investment or other decisions they make in relation to their Pension Account.
- e. I have provided the Member with a current written recommendation to acquire the selected investments through the MyState Wealth Management Pension Account.
- f. If the Model Portfolio Manager of the model portfolio/s I recommend to the Member is myself, an AFSL Licensee that I represent, or a related entity, I will disclose this fact to the Member.

- g. I have fully disclosed all fees and costs associated with investing in the MyState Wealth Management Pension Account, including fees and costs of underlying investments and fees to be paid to me and my Licensee.
- h. I confirm that any fees payable to me as agreed by the Member are for financial services relating solely to the Plan and its investments.
- i. I confirm that any changes to adviser fees will be approved in writing by the Member prior to making any such change.
- j. I confirm that I will comply at all times with my obligations under relevant law relating to the acceptance of adviser fees including the continued acceptance of ongoing fees.
- k. I will not convey any instructions to the Trustee or carry out instructions relating to the Member without receiving such instructions from the Member.
- l. If I, my Licensee or the Promoter has an interest in or association with the investment manager of a managed fund, Model Portfolio or any other investment that I am proposing or recommending to my client, I will bring this to the attention of my client and highlight the potential for a conflict of interest.
- m. I declare that all information provided by me in this Application Form is true and correct and that I am able to make these declarations.

*Financial Adviser Name	
*Financial Adviser Practice Name	
*Financial Adviser email	
*Representative Number	
*Licensee Name:	
*Licensee's AFSL No:	
*Licensee's ABN:	
*Financial Adviser's Signature	*Date

Note: This Application Form cannot be accepted without this declaration

Financial Adviser to confirm:

- * Yes. I have verified the Member's identity in accordance with the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006..
- * Yes. I have retained copies of the relevant Customer Identity Verification documents in the client file.
- * Yes. I hold the member's written consent to the Adviser Service Fees selected in Section 16 and 17 and undertake to provide a copy of the written consent to Powerwrap Limited on request and to inform Powerwrap Limited immediately if the member changes or withdraws consent to those fees.

23. Indemnity Deed of Agreement (ALL TO COMPLETE)

Parties

- a. Diversa Trustees Limited ABN 40 006 421 638 (Trustee) as the Trustee of the Powerwrap Master Plan (Plan).
- b. *Adviser Name [redacted] as an AFSL holder, or the Representative of an AFSL holder, which authorises me to provide financial services (Financial Adviser)
- c. The person set out in this Application Form as the applicant for a Pension Account (Member).

The Member declares that:

- a. He/She consents to the Trustee or a service provider of the Trustee accepting and acting on directions, instructions, requests and communications from the Financial Adviser in relation to the account (including investments) of the Member in connection with the Plan (Instructions) provided always that the Instructions are in writing or in such other form required by the Trustee or its service providers.

- b. The Trustee or its service providers can continue to accept, rely upon and act on Instructions from the Financial Adviser, until the Member notifies the Trustee or service provider in writing otherwise, as if the Instructions were given by the Member notwithstanding that any forms, disclosure documents or other documents prepared by or on behalf of the Trustee or used in connection with the Plan contemplate that the Member will provide Instructions.
- c. He/she is able to make the declarations herein and understands that these declarations are in addition to, and are not intended to limit, any other declarations made by the Member.

The Financial Adviser declares that:

- a. They are a Representative or Authorised Representative of a current AFSL holder.
- b. They act as the Member's agent when providing instructions to the Trustee or its service providers.
- c. They have and will continue to provide the Member with regulated disclosures under relevant laws in relation to the selection of investment strategies, underlying investments, insurance or other matters connected with the account of the Member in the Plan as specified in the product disclosure statement applicable to the Member's account and any incorporated information and as required from time to time by the Trustee or its service providers.
- d. They have fully disclosed all adviser remuneration applicable to the services that they will provide to the Member, and have disclosed and will continue to disclose any potential conflicts of interest relating to any investments proposed or recommended by the Financial Adviser.
- e. They have and will continue to meet relevant laws in relation to any personal or sensitive information they have received, accessed or held in relation to a Member.
- f. They are able to make the declarations herein and understand that these declarations are in addition to, and are not intended to limit, any other declarations made by the Financial Adviser.

The Trustee agrees that:

- a. The Member may authorise the Financial Adviser to give Instructions to the Trustee or its service providers.
- b. The Trustee will be obliged to act on the Instructions unless the Instructions are invalidly completed, unclear, and ambiguous or adherence to the Instructions would cause the Trustee to be in breach of the Trust Deed, relevant law or any criteria or policy established by the Trustee from time to time in relation to the Plan.

Indemnity to Trustee

- a. The Financial Adviser and the Member jointly and each of them separately covenant to the Trustee that they and each of them will release, discharge and indemnify the Trustee and keep the Trustee indemnified (both in its capacity as Trustee of the Plan and in its personal capacity) against all actions, proceedings, losses, liabilities, claims, demands, expenses and costs arising from the Member's appointment of the Financial Adviser and all acts, matters and things done or purported to be done by the Financial Adviser or any person purporting to be the Financial Adviser provided that the Trustee has no reasonable reason to believe that the person purporting to be a Member's Financial Adviser is not the Member's Financial Adviser.
- b. Without in any way limiting the generality of the above, the Financial Adviser and the Member agree that the indemnities set out in this agreement shall extend to all actions, proceedings, losses, liabilities, claims, demands, expenses and costs in respect of, or arising directly or indirectly out of the failure of the Financial Adviser to provide instructions to the Trustee, or the Trustee relying or acting upon any Instructions given by the Financial Adviser including any claims by the Member or other person having an interest in the Plan for any misapplication of or loss of money or any loss arising from any investment or switching of investments or from any failure to convert investments to cash or any loss of or change of benefits payable from the Plan arising directly or indirectly as a result of the Trustee acting upon the Instructions but excluding any loss arising from the dishonest or fraudulent conduct of the Trustee or any of its employees.
- c. The Financial Adviser and the Member agree that the indemnities set out in this agreement shall extend to the Trustee's directors, officers and employees and acknowledge that the Trustee holds the benefit of the indemnity in favour of its directors, officers and employees on trust for them.
- d. The Financial Adviser and the Member agree that the indemnities set out in this agreement are to continue for the benefit of each person who may be appointed as a trustee of the Plan and that each indemnity relates to all claims against the Trustee (or any substitute trustee) in relation to any Instructions.

Variation

Any variation to any of the provisions of this agreement must be in writing and signed by all of the parties.

Waiver

- a. The waiver by anyone of any provision, right or default under this agreement will only be effective if it is in writing.
- b. A failure by any party to exercise or any delay by them in enforcing the provisions of this agreement will not operate as a waiver by them of any of their rights. A partial exercise of any right, power or remedy by a person does not stop that person from exercising or further exercising that right, power or remedy or from exercising any other right, power or remedy. The rights, powers or remedies given to any party under this agreement are cumulative and not exclusive of any other rights, powers or remedies provided by law. Any custom or practice of the parties that is at variance with the terms of this agreement is not to be treated as a waiver of anyone's right to require strict and exact compliance with the terms of this agreement in the future.

Counterparts

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

Failure to sign

Any failure by a nominated party to this Agreement to sign it will not invalidate its operation as against the parties who have signed it.

Governing Law and Jurisdiction

This agreement is governed by and is to be construed in accordance with the laws of the state of Victoria and each party agrees to submit to the non-exclusive jurisdiction of the Courts of Victoria. Where any legal proceedings are brought in Victoria each party irrevocably waives any objection to the venue on the basis that the proceedings have been brought in an inconvenient forum. Any terms or conditions of this agreement found to be unenforceable will be deleted, but will not affect the remaining terms and conditions of this agreement.

Executed as a deed

Executed on behalf of Diversa Trustees Limited

*Signature	*Signature
*Name (please print)	*Name (please print)

Executed by Member

*Signature	*Date
*Name (please print)	
*Witness Signature	*Date
*Witness Name (please print)	

Executed by Financial Adviser

*Signature	*Date
*Name (please print)	
*Witness Signature	*Date
*Witness Name (please print)	

How to contact MyState Wealth Management

1300 651 600

mystate.com.au/wealth

Mail: MyState Wealth Management

GPO Box 1274

Hobart Tasmania 7001

Email: wealth@mystate.com.au

MyState Wealth Management is a registered business
name of Tasmanian Perpetual Trustees Limited
ABN 97 009 475 629
AFSL 234630 ACL Number 234630
A wholly owned subsidiary of MyState Limited
ABN 26 133 623 962