
Perpetual WealthFocus Super Plan

Features Book

**PRODUCT DISCLOSURE STATEMENT - PART 1
ISSUE NUMBER 16 DATED 1 MARCH 2025**

Issued by Equity Trustees Superannuation Limited
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Perpetual 

Important notes

The Product Disclosure Statement (PDS) for Perpetual WealthFocus Super Plan is provided in two parts:

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

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

In this PDS, the 'Fund' means Perpetual WealthFocus Superannuation Fund (ABN 41772 007 500, RSE R1057010), which includes:

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

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

The Trustee is a subsidiary of EQT Holdings Limited (ABN 22 607 797 615) (Equity Trustees Group) which is a public company listed on the Australian Securities Exchange (ASX: EQT).

References in this PDS to 'PIML' are to Perpetual Investment Management Limited (ABN 18 000 866 535, AFSL 234426) as the promoter of the Fund unless otherwise provided. PIML provides a range of services to the Fund including investment management, client services and custody services. PIML may sub-contract the performance of some or all of its functions to other professional service providers.

Perpetual Investment Management Limited is a wholly owned subsidiary 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 investments available to members of the Fund.

A 'financial adviser' means the representative of an Australian financial services licence holder, who is authorised to provide financial product advice to clients.

This PDS contains all of the information that the Trustee believes is reasonably required for you to make an informed decision about investing in the Super Plan and the various investment options. The investment options generally invest into corresponding underlying managed funds. These funds are managed investment schemes that are registered with the Australian Securities and Investments Commission (ASIC).

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

We recommend that you consider the appropriateness of this information having regard to your objectives, financial situation and needs and seek financial advice before making an investment decision. If you have questions about the Super Plan or any of the investment options, you may wish to 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.

Certain information in this PDS may change from time to time. Where this information is not materially adverse, the updated information will be made available on www.perpetual.com.au. A paper copy of any updated information will be given to you without charge upon request. If a change is considered materially adverse, we'll replace this PDS or issue a supplementary PDS. If we become aware of any change that is materially adverse, we'll replace this PDS or issue a supplementary PDS. Any replacement and/or supplementary PDS will be available on www.perpetual.com.au and you can also obtain a paper copy free of charge, on request. If there is an increase in fees or charges (other than government fees or charges), we'll give you at least 30-days' prior written notice.

You should keep a copy of the current PDS and any replacement and/or supplementary PDS for future reference. You can access further information that has been made publicly available on www.perpetual.com.au or by contacting us, including the Target Market Determination (TMD) for the Fund.

Visit www.perpetual.com.au 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 the Trustee, PIML, nor any of their related entities 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 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 range of highly rated, competitively priced investment options within one convenient package.

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

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

The key benefits of investing in Perpetual WealthFocus

A high quality, diverse investment menu

You can tailor a diversified investment portfolio by choosing from an investment option menu that provides access to a wide range of asset classes, with underlying investment funds managed by a range of 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)
- 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.

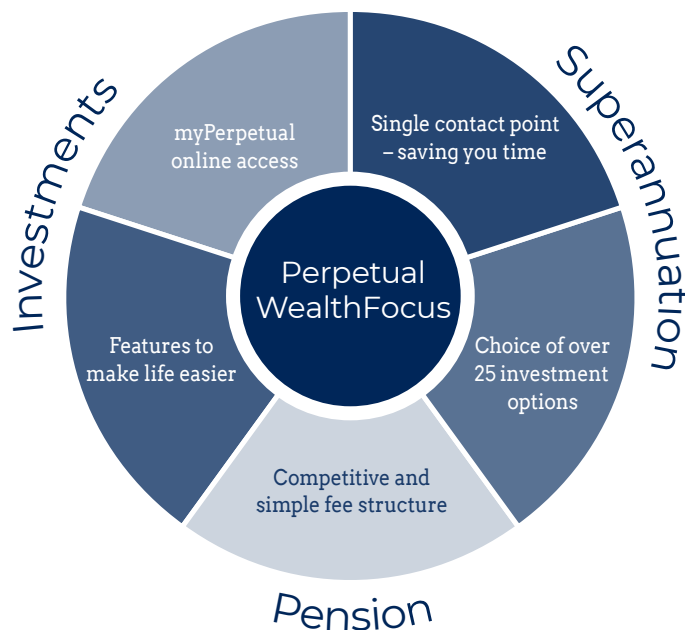


About the Promoter

Perpetual Investment Management Limited (PIML) is the promoter of the Fund.

PIML is part of the Perpetual Group, which has been in operation for over 135 years.

PIML is also the responsible entity of certain managed investment schemes into which the investment options may invest.



WealthFocus Super Plan at a glance

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

Choice of investments	Summary information	Further information
A range of investment options	More than 25 investment options to choose from	Investment Book
A range of investment styles	More than 10 investment managers to choose from	Investment Book
Current minimum amounts	Summary information	Further information
Initial investment in Super Plan	\$3,000 (\$1,500 with savings plan)	Operating your account
Account balance	\$1,000 (after any withdrawal)	Operating your account
Optional features	Summary information	Further information
Insurance	Optional cover for death only, total and permanent disablement only, death and total and permanent disablement and/or salary continuance	Insurance cover
Direct debit	For authorising us to debit your nominated account directly to make your initial and/or additional contributions	Operating your account
BPAY	For making additional contributions electronically	Operating your account
Savings plan	For making regular contributions by direct debit	Operating your account
Switching	For restructuring your investment portfolio	Operating your account
Auto-rebalancing	For maintaining your investment strategy	Operating your account
myPerpetual online access	For accessing and viewing your investment information, transacting on your account and updating your personal details online	Operating your account
Online communications	You can elect to receive all communications relating to your investment in the Fund (including reporting) online.	Operating your account
Reporting	Summary information	Further information
Initial investment statement	For your initial investment	Reporting
Additional investment statement	For each additional investment (except savings plan contributions)	Reporting
Investment restructure statement	For every one-off investment option switch	Reporting
Partial withdrawal statement	For every partial withdrawal	Reporting
Withdrawal (exit) statement	When you make a full withdrawal from the Super Plan	Reporting
Periodic statements	Annual as at 30 June	Reporting
Annual report and annual financial report	Provided at www.perpetual.com.au (copy by mail available on request)	Reporting
Section 290-170 notice ¹	Yearly as at 30 June	Reporting

¹ 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 Super Plan, we have detailed in the following table significant risks (in no

particular order) that may affect your investment.

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

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

Significant risks

Significant risks include the following:

Type of risk	Description of risk
Market and economic risk	Certain events may have a negative effect on the price of all types of investments within a particular market. These events may include changes in economic, social, technological or political conditions, as well as market sentiment, the causes of which may include changes in governments or government policies, political unrest, wars, terrorism, sanctions, pandemics and natural, nuclear and environmental disasters. The duration and potential impacts of such events can be highly unpredictable, which may give rise to increased and/or prolonged market volatility.
Asset risk	A particular asset that the Fund invests in may fall in value, which can result in a reduction in the value of your investment.
ESG risks	Inadequate consideration of issues related to environmental, social, governance (ESG) and ethical factors may mean that investment values are adversely impacted. Additionally, a fund's ESG approach could cause its performance to vary compared to funds that have a different approach. The application of a fund's ESG approach may affect the fund's exposure to certain issuers, industries, sectors, and factors that may impact the relative financial performance of the Fund – positively or negatively – depending on whether such investments are in or out of favour.
Interest rate risk	Both prevailing interest rates and changes in interest rates may have a negative impact, either directly or indirectly, on investment returns.
Currency risk	For investments in international assets, which have currency exposure, there is potential for adverse movements in exchange rates to reduce their Australian dollar value. For example, if the Australian dollar rises, the value of international investments expressed in Australian dollars can fall. Currency management or hedging strategies may not necessarily provide protection against adverse currency movements.
Counterparty risk	A loss may occur if the other party to a contract, including derivatives contracts or lending arrangements (cash or stocks), defaults on their obligations under the contract.
Other investment risks	<p>The following risks are inherent within any of the investment options:</p> <ul style="list-style-type: none"> the investment professionals employed by an investment option's underlying investment manager may change, which may affect the future performance of that investment option transactions may be suspended, which may result in delays in paying withdrawal requests – see 'Suspension of applications, switches and withdrawals' in the 'Additional information' section for further information an underlying investment fund may be replaced an investment option may be terminated. <p>Investing in a superannuation fund that holds units in managed investment schemes may provide you with a different tax outcome than investing in a superannuation fund which uses a different investment vehicle or holds investments directly. This is because of the application of specific tax laws to the managed investment schemes and the impact of investments into, and withdrawals from, the managed investment schemes by other investors.</p>
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.
Operational and cyber risks	<p>The investment options' operations may be adversely impacted by breakdowns in internal/external administrative processes or circumstances beyond our reasonable control, such as failure of technology or infrastructure, or natural disasters.</p> <p>Despite security measures, fraud, data loss/damage or business disruption may result from cyber threats against or unauthorised infiltration of our technology systems and networks or those of our service providers.</p>

Investment strategy risks

Other significant risks that relate to a specific investment option

An investment option's investment strategy may involve specific risks. The following table shows the types of investment strategy risks applicable to each investment option. Descriptions of each type of risk follow the table.

Investment option	Investment strategy risk									
	Asset class concentration risk	Credit risk	Drawdown risk	Gearing risk	Inflation risk	Investment volatility risk	Portfolio concentration risk	Prime broker risk	Short-position risk	Smaller company risk
Perpetual Cash	X									
Perpetual Diversified Income	X	X		X						
Schroder Fixed Income	X	X								
Vanguard Australian Fixed Interest Index	X	X								
Lazard Global Listed Infrastructure	X		X		X		X			
Vanguard Australian Property Securities Index	X		X							
Ausbil Australian Active Equity	X		X							
Fidelity Australian Equities	X		X							
Investors Mutual Australian Share	X		X							
Perpetual Australian Share	X		X							
Perpetual Concentrated Equity	X		X				X			
Perpetual ESG Australian Share	X		X							
Perpetual Geared Australian Share	X		X	X		X		X		
Perpetual Industrial Share	X		X							

Investment option	Investment strategy risk									
	Asset class concentration risk	Credit risk	Drawdown risk	Gearing risk	Inflation risk	Investment volatility risk	Portfolio concentration risk	Prime broker risk	Short-position risk	Smaller company risk
Perpetual SHARE-PLUS Long-Short	X		X					X	X	
Perpetual Smaller Companies	X		X							X
Vanguard Australian Shares Index	X		X							
Barrow Hanley Global Share	X		X							
Magellan Global	X		X				X			
MFS Global Equity	X		X							
Perpetual Global Allocation Alpha	X		X							
T. Rowe Price Global Equity	X		X							X
Vanguard International Shares Index	X		X							
Vanguard International Shares Index (Hedged)	X		X							
Perpetual Conservative Growth		X			X					
Perpetual Diversified Growth					X					
Perpetual Diversified Real Return					X					
BlackRock Tactical Growth		X	X	X					X	
Perpetual Balanced Growth			X		X					

Asset Class concentration risk

Investing in a fund with exposure to predominantly one asset class such as Australian shares may lead to more volatile returns than investing in a fund with a more diversified portfolio with exposure to multiple asset classes.

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.

Drawdown risk

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

Gearing risk

The Fund can't use gearing as an investment strategy. However, gearing risk is a factor in the multi-asset class investment options that have exposure to unlisted property trusts or alternative assets, or where gearing forms part of the underlying fund's investment strategy.

With gearing, money is borrowed to increase the amount that can be invested. While this can result in larger investment gains in a rising market, it is also likely to 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 greater the level of gearing in a geared fund, the greater the potential for loss of capital. As the following example shows, a 10% fall in the market value of assets in an ungeared fund could translate into a 20% fall in the value of the same portfolio in a geared fund with a gearing level of 50% (excluding any borrowing costs). Consequently, the greater the level of gearing, the less the fall in asset value needs to be for a total loss of your investment capital.

Example

Your investment amount	\$1,000	\$1,000
Fund gearing level	nil	50%
Amount borrowed by fund	n/a	\$1,000
Amount invested in the market	\$1,000	\$2,000
If the value of the fund's assets falls by 10%:		
Fall in value of fund's assets	\$100	\$200
Value of fund's assets after fall	\$900	\$1,800
Outstanding loan	n/a	\$1,000
Value of your investment	\$900	\$800
Loss of investment capital	\$100	\$200
Effective rate of loss	10%	20%

The gearing level for a geared fund may change regularly due to factors such as market movements, applications, withdrawals or changes to the amount borrowed. In certain circumstances, it may be necessary to suspend withdrawals from an underlying geared fund to manage the fund's gearing position within its approved limits and protect the interests of all investors in the fund.

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.

Inflation risk

The fund's inflation/CPI+ objective assumes the mid-point of the "Inflation Target" adopted by the Reserve Bank of Australia, which is a target for monetary policy in Australia to keep consumer price inflation within a specified range on average, over the medium term. The Inflation Target adopted by the RBA may change.

Inflation risk includes the risk of not meeting the fund's inflation/CPI+ objective over the objective's stated timeframe because inflation is higher than the Inflation Target.

Investment volatility risk

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

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.

Prime broker risk

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

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

Other underlying investment fund managers may also use prime brokers.

Short-position risk

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

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

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

Example

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

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

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

Smaller company risk

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

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

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

Managing the risks

How we manage risk

Investment risks

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

Use of derivatives

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

Investment limits for Perpetual Geared Australian investment option

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

Maximum allocation limit

No more than 50% of your investment portfolio in the Super Plan can be allocated to Perpetual Geared Australian investment option.

Compulsory rebalancing

If you hold an investment in the Perpetual Geared Australian investment option, we will rebalance your investment portfolio to your investment strategy (see 'Investment strategy' in the 'Operating your account' section for further information) at the frequency shown in the following table.

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

1 See 'Auto-rebalancing' in the 'Operating your account' section for details.

2 In the event that auto-rebalancing subsequently ceases, compulsory rebalancing will then occur yearly (as shown in the last row of the table) unless/until you recommence auto-rebalancing.

3 Or the next business day if this date is not a business day.

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

How you can manage your investment risk

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

Diversification

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

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

Flexibility to change

After you have made your investment selection you still have the flexibility to change your mind. It's easy to restructure your investment at any time, giving you the ability to concentrate or diversify your portfolio as you require (see 'Switches' in the 'Operating your account' section for more details).

Superannuation and WealthFocus

Save for your retirement and take advantage of the benefits offered by superannuation by investing through WealthFocus.

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

Investing in superannuation

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

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

Please refer to the 'Tax' section for further general information.

Eligibility for superannuation contributions

Your situation	Concessional contributions			Non-concessional contributions		
	From your employer		Personal	Personal	From your spouse	
	SG ¹	Certified Agreement or Award				Voluntary
You are under age 75 ²	X	X	X	X ³	X ⁴	X
You are aged 75 or over	X	X	N/A	N/A	X ⁵	N/A

- 1 SG (Superannuation Guarantee) – Your employer is generally required to pay contributions on your behalf (currently 11.5% of your salary and scheduled to increase to 12% from 1 July 2025).
- 2 Contributions must be received by us within 28 days after the end of the month in which the member turns 75.
- 3 Members aged 67 and over must meet the work test (whereby you must have worked at least 40 hours in a period of no more than 30 consecutive days during the financial year) or work test exemption if you intend to claim a personal tax deduction for your contributions.
- 4 For members aged 55 or over, non-concessional personal contributions can include downsizer contributions of up to \$300,000 from the proceeds following the sale of your principal residence (see 'Downsizer contributions' in this section for further information).
- 5 The only type of non-concessional contribution that can be made after age 75 are downsizer contributions (see 'Downsizer contributions' in this section for further information).

Contribution limits

Subject to the eligibility requirements, there are also some restrictions on the amount of contributions that can be made into the Super Plan before additional taxes are charged, as detailed below. The Super Plan can accept all of the following types of contributions.

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

Eligibility to invest

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

Investing in the Super Plan

Your investment in the Super Plan can include:

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

Concessional contributions

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

The concessional contributions cap is \$30,000 for the 2024/2025 financial year. This amount will be indexed in line with Average Weekly Ordinary Time Earnings (AWOTE) once the increase in the indexed amount is greater than \$2,500. Excess concessional contributions attract additional tax (see the 'Tax' section for details) and may also count towards your non-concessional contributions limit (see below).

Provision to make ‘catch-up’ concessional contributions

Members with a total superannuation balance¹ of less than \$500,000 on 30 June of the previous financial year who have not fully utilised their concessional contributions cap in the 2019/2020 or subsequent financial years will be able to carry forward the unused cap amounts on a rolling five consecutive year basis to make additional concessional contributions. You can check your details of any unused concessional contributions cap using the Australian Taxation Office (ATO) online services through myGov.

1 This includes the withdrawal value of all of your superannuation, including any accumulation, transition to retirement and pension accounts, adjusted for any structured settlement contributions. You can check your total superannuation balance using the ATO online services through myGov.

Non-concessional contributions

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

The non-concessional contributions cap is four times the concessional contributions cap noted above (that is, \$120,000 for the 2024/2025 financial year), provided you have a total superannuation balance of less than \$1.9 million as at 30 June 2024. Members under age 75 with a total superannuation balance under \$1.66 million² will be eligible to bring forward 2 or 3 years of non-concessional contributions, as shown in the following table.

Non-concessional contributions cap/bring forward rules if triggered in 2024/2025

Total super balance at 30 June 2024	Non-concessional contributions cap/bring forward rules
\$1.9 million or more	\$0
\$1.78 million to less than \$1.9 million ²	\$120,000, no bring forward period
\$1.66 million to less than \$1.78 million	\$240,000, two-year bring forward period
Less than \$1.66 million	\$360,000, three-year bring forward period

2 The \$1.9 million threshold is the general transfer balance cap less the annual non-concessional contributions cap (\$120,000 for the 2024/2025 financial year).

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

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

Contributions made from personal injury settlements

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

Qualifying criteria:

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

Downsizer contributions

Members aged 55 or over can make additional contributions of up to \$300,000 from the proceeds following the sale of their principal residence (which they must have owned for the past 10 or more years), provided they meet the criteria below:

- both members of a couple can contribute in respect of the same house
- the contribution amount is exempt from the \$1.9 million total super balance test for making non-concessional contributions
- the contribution amount is not exempt from the Centrelink age pension assets test.
- the contribution must be made to the super fund within 90 days generally from the date of settlement
- the individual must also ensure that the fund is aware that the contribution is being made under this provision by completing and returning a ‘Downsizer contribution into superannuation’ form (available from the ATO website) to the fund before or when making the contribution.

Government co-contributions

Members may be eligible for the Government co-contribution in relation to a financial year if:

- the member has made personal non-concessional contributions up to \$1,000 during that financial year
- the member has a total income (assessable income plus reportable fringe benefits and reportable employer super contributions less allowable deductions for carrying on a business, where applicable) less than the higher income threshold
- 10% or more of the member’s total income must come from employment-related activities and/or carrying on a business
- the member is less than 71 years of age at the end of the financial year
- the income tax return for the member for the financial year has been lodged
- the member’s non-concessional contributions for the financial year do not exceed their non-concessional contributions cap for that year

- the member's total superannuation balance is less than \$1.9 million on 30 June of the previous financial year
- the member is not the holder of a temporary visa during the financial year.

The co-contribution rate is 50%, with a maximum \$500 co-contribution applying for individuals with a total income up to the lower income threshold (see below), which reduces by 3.333 cents for every \$1 of total income up to the higher income threshold where it ceases to apply.

For the 2024/2025 financial year, the lower income threshold is \$45,400 with a higher income threshold of \$60,400. The higher income threshold is set at \$15,000 above the (indexed) lower income threshold.

Low income superannuation tax offset

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

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

Small business capital gains

Small business owners who qualify for the small business capital gains tax (CGT) concessions may be exempt from the non-concessional contributions limit. The proceeds from the disposal of eligible assets are exempt up to a lifetime limit of \$1.78 million for the 2024/2025 financial year (indexed) provided that the individual has made the fund aware that the contribution is being made under these provisions by completing and returning to the fund a 'Capital gains tax cap election' form (available from the ATO website) prior to or when making the contribution.

Recontributing amounts withdrawn under the COVID-19 early release provisions

Members who utilised the COVID-19 early release initiative to withdraw money from their super in the 2019/2020 and/or 2020/2021 financial years can re-contribute up to the amount withdrawn on or before 30 June 2030 without these re-contributions counting towards their non-concessional contributions cap.

The individual must ensure the fund is aware that the contribution is being made under these provisions before or when making the contribution and provide a completed 'Notice of re-contribution of COVID-19 early release amounts' form (available from the ATO website).

First home super saver (FHSS) scheme

The FHSS scheme administered by the ATO allows first home buyers to contribute up to \$15,000 per year (and \$50,000 in total) to superannuation, within the relevant contribution caps. This includes personal and salary sacrifice contributions (voluntary contributions) but not superannuation guarantee contributions.

Eligible individuals can apply to the ATO for these voluntary contributions plus deemed earnings (at a rate which will be calculated by the ATO using the 90-day Bank Bill rate plus 3%) to be withdrawn under the FHSS scheme.

The contributions plus deemed earnings will only be released subject to a release authority being provided by the ATO to the fund. Any amounts released by the fund are required to be paid to the ATO.

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

If the released amount is not used to acquire a property within 12 months:

- The ATO will automatically grant you an extension for a further 12 months
- You can re-contribute an amount (which must be at least equal to the assessable FHSS released amount, less any tax that was withheld) back into super as a non-concessional contribution within the 12-month period (or the extended time period) and notify the ATO of the re-contributed amount
- You can pay FHSS tax of 20% on the assessable amount that was released.

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

Consolidating your superannuation into the Super Plan

If you have other superannuation accounts, you may wish to consolidate your superannuation into one account within the Super Plan. This can make it easier to manage your superannuation and may save you money with ongoing fees and costs.

If you transfer from another superannuation fund, you should consider whether the transfer may also impact your insurance arrangements or other benefits with that fund, if any, and fees you may be charged for the transfer.

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

Super contributions splitting

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

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

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

- a member's application to transfer the contributions for a financial year must be made in writing and may only be made after the end of that financial year (or during the financial year where the member's entire benefit is being withdrawn from the Super Plan)
- a member may only make one application to us 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 age 60 or
 - if they are between age 60 and 65 years, they haven't satisfied a relevant condition of release
- we 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 www.perpetual.com.au. 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. If a choice of fund is not made by you, then the ATO may provide the employer with your 'stapled' super fund for which the employer is to contribute.

Exercising choice of fund

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

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

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

1. complete the 'Choice of super fund' form at the back of this Features Book
2. give this form (with the 'Complying fund statement' on the reverse side of the form) to your employer.

Accessing your superannuation benefit

Superannuation is a long-term investment and the Government has placed restrictions on when you can access your benefit, as shown in the following 'Conditions of release for superannuation benefits' table. Usually, superannuation cannot be accessed prior to your preservation age.

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

Part of your superannuation benefit may be paid to your spouse or former spouse as a consequence of the superannuation splitting and benefit payment provisions under family law (see 'Superannuation and family law' in the 'Additional information' section for further information).

Conditions of release for superannuation benefits

Event	Preserved benefits	Restricted non-preserved benefits
Reaching age 65	Yes	Yes
Retiring ¹ having reached age 60	Yes	Yes
Leaving a gainful employment arrangement after reaching age 60	Yes	Yes
Ceasing employment without satisfying any of the above conditions ^{2,3}	No	Yes
Starting a 'transition to retirement' pension after reaching age 60	Yes ⁴	Yes ⁴
Permanent incapacity ²	Yes	Yes
Temporary incapacity (for release of insurance benefits only) ²	Yes ⁴	Yes ⁴
Diagnosed with a terminal medical condition likely to result in your death within 24 months ²	Yes	Yes
Severe financial hardship ²	Yes	Yes
Compassionate grounds ²	Yes	Yes
Death ⁵	Yes	Yes
Departing Australia superannuation payment (DASP) ^{2,6}	Yes	Yes
Previously classified as a lost member ⁷ and total benefit in the Fund is less than \$200	Yes	Yes
A release authority authorised by the ATO ⁸	Yes	Yes

- 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 There are additional requirements you'll need to satisfy before a payment can be made.
- 3 Provided the employer contributed to the fund
- 4 Your benefit can only be taken as an income stream.
- 5 See 'Death benefits' in the 'Additional information' section 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. Temporary residents are not able to access their benefits in the case of all other events shown above (ie, the available conditions of release for temporary residents is more restricted).
- 7 See 'Lost member accounts' in the 'Additional information' section for details.
- 8 See 'Contribution limits' in this section and the 'Tax' section for more information.

Preservation age

If you are age 60 or more, you have reached your preservation age. If you are under age 60, you have not.

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 Super Plan 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 Super Plan be transferred. In order to facilitate the transfer the trustee is required to receive certain information and declarations, which we will ask you to provide at the time if not already included with your transfer request. Please speak to your financial adviser if you would like to know more about transferring your benefit to a KiwiSaver scheme.

Fees and other costs

Did you know?

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

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

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

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

To find out more

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

Fees and costs summary

Fees and other costs

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

Other fees such as activity fees, advice fees for personal advice and insurance fees may also be charged but these will depend on the nature of the activity, advice or insurance chosen by you. Entry fees and exit fees cannot be charged.

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

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

Fees and costs summary

Perpetual WealthFocus Super Plan		
Type of fee or cost	Amount	How and when paid
Ongoing annual fees and costs ¹		
Administration fees and costs	Administration fees are as follows: Perpetual Cash investment option 0.10% pa All other investment options 0.25% pa	Administration fees, which are expressed as a percentage of the value of each investment option, are deducted directly from each investment option's assets and reflected in its daily unit price. Any administration costs are deducted directly from the investment option's assets and reflected in its unit price.
Investment fees and costs²	Investment fees and estimated investment costs range between 0.00% and 2.18% pa, depending on the investment option(s) you choose (see the 'Estimated ongoing annual fees and costs' table for details).	Investment fees, which are expressed as a percentage of the value of each investment option, are charged as management fees in the underlying investment funds. They are calculated and accrued daily and reflected in the daily unit prices of the underlying investment funds. Management fee rebates may apply to reduce the effective investment fees payable by members for some investment options. Any investment costs are charged indirectly in the underlying investment funds and reflected in their unit prices.
Transaction costs	Estimated transaction costs range between 0.00% and 0.41% pa, depending on the investment option(s) you choose (see the 'Estimated ongoing annual fees and costs' table for details).	All transaction costs are paid out of each investment option's assets and reflected in its daily unit price. This amount represents net transaction costs borne by all members after any buy/sell spread recoveries charged on member transactions (see 'Buy/sell spread' below).

Member activity related fees and costs		
Buy/sell spread	Range between 0.00% and 0.60% (total spread), depending on the investment option(s) you choose (see 'Buy/sell spreads' for details).	Estimated transaction costs are allocated when a member buys or sells units in an investment option by incorporating a buy/sell spread between the investment option's entry and exit unit prices, where appropriate.
Switching fee	Nil.	Not applicable.
Other fees and costs³	Insurance fees: If you elect to have insurance cover under the Super Plan, details of insurance fees payable are contained in the separate 'Insurance Book'.	Any insurance fees are generally deducted from your member account monthly, in the first week of the following month, usually within 3 business days of the beginning of the month, by withdrawal of units.
	Member advice fee: Negotiable between you and your financial adviser.	Any member advice fees you authorise us to pay to your financial adviser for financial advice you may receive in relation to your investment are additional and separate to the fees we charge in respect of your investment in the Fund. Member advice fees are paid monthly by withdrawal of units from your account.

- 1 If your account balance for a product offered by the superannuation entity is less than \$6,000 at the end of the entity's income year, certain fees and costs charged to you in relation to administration and investment are capped at 3% of the account balance. Any amount charged in excess of that cap must be refunded.
- 2 Investment costs for some investment options include an estimated amount for performance fees payable in underlying investment funds. The calculation basis for estimated performance fee amounts is set out within 'Additional explanation of fees and costs' in this section (see 'Performance fees' for details). Investment fees and costs include an amount of between 0.00% and 0.05% for performance fees (where applicable).
- 3 See the 'Additional explanation of fees and costs' for further information.

Example of annual fees and costs for superannuation products

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

Example – Perpetual Balanced Growth investment option		Balance of \$50,000
Administration fees and costs	0.25%	For every \$50,000 you have in the superannuation product, you will be charged or have deducted from your investment \$125.00 in administration fees and costs
Plus Investment fees and costs	0.83%	And , you will be charged or have deducted from your investment \$415 in investment fees and costs
Plus Transaction costs	0.09%	And , you will be charged or have deducted from your investment \$45 in transaction costs
Equals Cost of product		If your balance was \$50,000, at the beginning of the year, then for that year you will be charged fees and costs of \$585 for the superannuation product.*

* Note: Additional fees may apply.

- If insurance is taken out in the Super Plan, **insurance fees** will apply
- When you leave the Super Plan, you will have been charged a total **buy/sell spread** of 0.25% on your investment, equal to \$125 for every \$50,000 (see 'Buy/sell spread' for further information).

Cost of product information

Cost of product for 1 year

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

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

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

Investment option	Cost of product
Cash	
Perpetual Cash	\$50.00
Fixed income and credit	
Perpetual Diversified Income	\$350.00
Schroder Fixed Income	\$355.00
Vanguard Australian Fixed Interest Index	\$230.00
Property and infrastructure	
Lazard Global Listed Infrastructure	\$605.00
Vanguard Australian Property Securities Index	\$240.00
Australian shares	
Ausbil Australian Active Equity	\$530.00
Fidelity Australian Equities	\$505.00
Investors Mutual Australian Share	\$550.00
Perpetual Australian Share	\$715.00
Perpetual Concentrated Equity	\$700.00
Perpetual ESG Australian Share	\$770.00
Perpetual Geared Australian	\$1,420.00 ¹
Perpetual Industrial Share	\$675.00
Perpetual SHARE-PLUS Long-Short	\$970.00 ²
Perpetual Smaller Companies	\$685.00
Vanguard Australian Shares Index	\$205.00

International shares	
Barrow Hanley Global Share	\$645.00
Magellan Global	\$830.00
MFS Global Equity	\$540.00
Perpetual Global Allocation Alpha	\$475.00
T. Rowe Price Global Equity	\$580.00
Vanguard International Shares Index	\$215.00
Vanguard International Shares Index (Hedged)	\$235.00
Multi Asset - conservative	
Perpetual Conservative Growth	\$500.00
Multi Asset - balanced	
Perpetual Diversified Growth	\$540.00
Perpetual Diversified Real Return	\$595.00
Multi Asset - growth	
BlackRock Tactical Growth	\$625.00
Perpetual Balanced Growth	\$585.00

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

Additional explanation of fees and costs

Ongoing annual fees and costs

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

- administration fees and costs
- investment fees and costs (including performance fees where applicable)
- transaction costs.

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

Ongoing annual fees and costs may vary in future years. Updated details will be available at www.perpetual.com.au/wealthfocus-super-updates.

Estimated ongoing annual fees and costs

Investment option	Administration fees and estimated administration costs		Investment fees and estimated investment costs			Estimated transaction costs (% pa) ⁵	Estimated total ongoing annual fees and costs (% pa)
	Administration fees (% pa)	Estimated administration costs (% pa) ¹	Investment fees (% pa) ²	Estimated investment costs			
				Estimated performance fees (% pa) ³	Estimated other investment costs (% pa) ⁴		
Cash							
Perpetual Cash	0.10%	0.00%	0.00%	n/a	0.00%	0.00%	0.10%
Fixed income and credit							
Perpetual Diversified Income	0.25%	0.00%	0.45%	n/a	0.00%	0.00%	0.70%
Schroder Fixed Income	0.25%	0.00%	0.45%	n/a	0.00%	0.01%	0.71%
Vanguard Australian Fixed Interest Index	0.25%	0.00%	0.19%	n/a	0.00%	0.02%	0.46%
Property and infrastructure							
Lazard Global Listed Infrastructure	0.25%	0.00%	0.80%	n/a	0.08%	0.08%	1.21%
Vanguard Australian Property Securities Index	0.25%	0.00%	0.23%	n/a	0.00%	0.00%	0.48%
Australian shares							
Ausbil Australian Active Equity	0.25%	0.00%	0.80%	n/a	0.00%	0.01%	1.06%
Fidelity Australian Equities	0.25%	0.00%	0.75%	n/a	0.00%	0.01%	1.01%
Investors Mutual Australian Share	0.25%	0.00%	0.80%	n/a	0.00%	0.05%	1.10%
Perpetual Australian Share	0.25%	0.00%	0.98%	n/a	0.01%	0.19%	1.43%
Perpetual Concentrated Equity	0.25%	0.00%	0.98%	n/a	0.00%	0.17%	1.40%
Perpetual ESG Australian Share	0.25%	0.00%	1.18%	n/a	0.00%	0.11%	1.54%
Perpetual Geared Australian	0.25%	0.00%	2.15% ⁶	n/a	0.03%	0.41%	2.84%
Perpetual Industrial Share	0.25%	0.00%	0.98%	n/a	0.01%	0.11%	1.35%
Perpetual SHARE-PLUS Long-Short	0.25%	0.00%	1.38% ⁷	0.00%	0.01%	0.30%	1.94%
Perpetual Smaller Companies	0.25%	0.00%	1.03%	n/a	0.00%	0.09%	1.37%

Vanguard Australian Shares Index	0.25%	0.00%	0.16%	n/a	0.00%	0.00%	0.41%
International shares							
Barrow Hanley Global Share	0.25%	0.00%	0.99%	n/a	0.00%	0.05%	1.29%
Magellan Global	0.25%	0.00%	1.35%	0.05%	0.00%	0.01%	1.66%
MFS Global Equity	0.25%	0.00%	0.77%	n/a	0.00%	0.06%	1.08%
Perpetual Global Allocation Alpha	0.25%	0.00%	0.55%	n/a	0.09%	0.06%	0.95%
T. Rowe Price Global Equity	0.25%	0.00%	0.85%	n/a	0.00%	0.06%	1.16%
Vanguard International Shares Index	0.25%	0.00%	0.18%	n/a	0.00%	0.00%	0.43%
Vanguard International Shares Index (Hedged)	0.25%	0.00%	0.21%	n/a	0.00%	0.01%	0.47%
Multi Asset – conservative							
Perpetual Conservative Growth	0.25%	0.00%	0.65%	n/a	0.03%	0.07%	1.00%
Multi Asset – balanced							
Perpetual Diversified Growth	0.25%	0.00%	0.71%	n/a	0.03%	0.09%	1.08%
Perpetual Diversified Real Return	0.25%	0.00%	0.85%	n/a	0.02%	0.07%	1.19%
Multi Asset – growth							
BlackRock Tactical Growth	0.25%	0.00%	0.60%	n/a	0.05%	0.35%	1.25%
Perpetual Balanced Growth	0.25%	0.00%	0.79%	n/a	0.04%	0.09%	1.17%

- Estimated administration costs represent any abnormal operating expenses recovered from the investment options for the financial year ended 30 June 2024, which may vary in future years without notice. See 'Administration fees and costs' in this section for further information.
- We have set our investment fee for each investment option to align with the net management fee charged in the underlying investment fund (ie the gross management fee charged in the unit price of the underlying investment fund less any management fee rebate we may receive from the underlying investment fund and pass on to members). All percentages are rounded up to two decimal places. See 'Management fee rebates' in this section for further information.
- Estimated performance fees are generally based on average annual performance fees charged in the relevant underlying investment funds for the previous five financial years ended 30 June 2024 (or less if an underlying investment fund has been in operation for a shorter period). **Performance fees should not be considered in isolation of investment returns. Past performance and these estimates are not indicative of future returns.** Performance fees payable in the future may vary depending on the underlying investment funds' actual investment returns. See 'Performance fees' in this section for further information.
- Estimated other investment costs are based on the financial year ended 30 June 2024, which may vary in future years without notice. See 'Other investment costs' in this section for further information.
- Estimated transaction costs represent **net** transaction costs borne by all members in an investment option after any buy/sell spread recoveries charged on member transactions, which may vary in future years without notice. **Transaction costs should not be considered in isolation of investment returns.** It is important to understand that actively managed investments are likely to have higher transaction costs than passively managed investments, such as index funds, because of the higher expected volume of trading of the portfolio's assets in generating investment returns.
- The investment fee percentage for Perpetual Geared Australian investment option is based on the underlying investment fund's **management fee of 1.17% pa charged on its gross asset value (GAV)**, which equates to a **management fee of 2.34% pa of the underlying investment fund's net asset value (NAV)** assuming an average gearing level of 50% in the underlying investment fund, less the management fee rebate of 0.19% pa received from the underlying investment fund and applied to the investment option. If the average gearing level in the underlying investment fund over the year is lower or higher than 50%, the investment option's investment fee based on the NAV of the underlying investment fund will be respectively lower or higher than 2.15% pa.
- The investment fee percentage for Perpetual SHARE-PLUS Long-Short investment option is based on the underlying investment fund's **management fee of 0.99% pa charged on the sum of its long and short positions (GAV)**, which equates to a **management**

fee of 1.39% pa (1.386% pa rounded up to two decimal places) **of the underlying investment fund's net asset value (NAV)** assuming the sum of its long and short positions (maximum 150%) averages 140% over the year, less the management fee rebate of 0.01% pa received from the underlying investment fund and applied to the investment option. If the average sum of the underlying investment fund's long and short positions over the year is lower or higher than 140%, the investment option's investment fee based on the NAV of the underlying investment fund will be respectively lower or higher than 1.38% pa.

Administration fees and costs

Administration fees

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

Administration costs

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

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

Normal operating expenses

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

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

Abnormal operating expenses

Abnormal operating expenses aren't generally incurred during the day-to-day operation of the Fund and aren't necessarily incurred in any given year. They're due to

abnormal events such as legal costs incurred by changes in the Fund's Trust Deed.

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

Investment fees and costs

Investment fees

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

Management fee rebates

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

Investment costs

Investment costs may include:

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

Performance fees

Some investment options may incur performance fees indirectly where an underlying fund with a performance fee exceeds its performance hurdle and meets any other relevant conditions for a defined period of time. Where payable, the performance fee is charged by the underlying 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. Details of the basis for charging performance fees in relevant underlying investment funds are summarised in the following 'Performance fees' table.

Investment option ¹	Performance - fee rate ² (maximum fee ³)	Performance hurdle ⁴	Payment frequency
Magellan Global	10% (maximum 10%)	The higher of the index relative hurdle (the MSCI World Net Total Return Index (AUD)) and the absolute return hurdle (the yield of 10-year Australian Government Bonds)	Half-yearly
Perpetual SHARE-PLUS Long-Short	13.98% (maximum 15%)	Benchmark S&P/ASX 300 Accumulation Index plus 2% pa	Half-yearly

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

Historical performance fees

The following 'Historical performance fees' table shows details of performance fees charged in relevant underlying investment funds over the previous five financial years ended 30 June 2024, as applicable. The estimated performance fees shown in the 'Estimated ongoing annual fees and costs' table in this section are based on the average annual performance fees charged over these previous five financial years (or less if the underlying fund has been in operation for a shorter period).

Historical performance fees

Investment option	Performance fees – financial year ended 30 June					Average annual performance fees
	2020	2021	2022	2023	2024	
Magellan Global	0.03%	0.00%	0.00%	0.09%	0.14%	0.05% pa
Perpetual SHARE-PLUS Long-Short	0.00%	0.00%	0.00%	0.00%	0.00%	0.00% pa
Schroder Fixed Income	0.00%	0.01%	0.01%	0.00%	0.00%	0.00% pa

Other indirect investment costs

Derivatives

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

Management costs in underlying investment funds

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

Transaction costs

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

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

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

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

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

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

of charge by contacting us:

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

Member activity related fees and costs

Buy/sell spread

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

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

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

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

Buy/sell spreads

Investment option	Buy spread	Sell spread
Cash		
Perpetual Cash	0.00%	0.00%
Fixed income and credit		
Perpetual Diversified Income	0.30%	0.00%
Schroder Fixed Income	0.24%	0.00%
Vanguard Australian Fixed Interest Index	0.16%	0.00%
Property and infrastructure		
Lazard Global Listed Infrastructure	0.50%	0.00%
Vanguard Australian Property Securities Index	0.12%	0.00%
Australian shares		
Ausbil Australian Active Equity	0.40%	0.00%
Fidelity Australian Equities	0.30%	0.00%
Investors Mutual Australian Share	0.50%	0.00%
Perpetual Australian Share	0.24%	0.00%
Perpetual Concentrated Equity	0.24%	0.00%
Perpetual ESG Australian Share	0.24%	0.00%
Perpetual Geared Australian	0.60%	0.00%
Perpetual Industrial Share	0.24%	0.00%
Perpetual SHARE-PLUS Long-Short	0.36%	0.00%
Perpetual Smaller Companies	0.24%	0.00%
Vanguard Australian Shares Index	0.10%	0.00%
International shares		
Barrow Hanley Global Share	0.25%	0.00%
Magellan Global	0.14%	0.00%
MFS Global Equity	0.30%	0.00%
Perpetual Global Allocation Alpha	0.30%	0.00%
T. Rowe Price Global Equity	0.20%	0.00%
Vanguard International Shares Index	0.12%	0.00%
Vanguard International Shares Index (Hedged)	0.14%	0.00%
Multi Asset – conservative		
Perpetual Conservative Growth	0.21%	0.00%
Multi Asset – balanced		
Perpetual Diversified Growth	0.24%	0.00%
Perpetual Diversified Real Return	0.20%	0.00%
Multi Asset – growth		
BlackRock Tactical Growth	0.24%	0.00%
Perpetual Balanced Growth	0.25%	0.00%

Further information about fees and costs

Defined fees for superannuation products

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

Tax benefit

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

Borrowing costs

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

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

Miscellaneous fees

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

Government charges

Government charges will be applied to your account as appropriate.

Maximum fees and charges

The Fund's Trust Deed allows us to charge relevant maximum fees as outlined in the following 'Maximum fees and charges' table.

Amounts disclosed are inclusive of GST.

Maximum fees and charges

Fee or cost	Maximum
Management (investment and administration) fees	3.00% per annum of the value of each investment option
Investment switching fee	The greater of: <ul style="list-style-type: none"> \$500 or 1.00% of the value of units switched.
Expense recoveries	Unlimited
Superannuation and family law charges	Up to \$200 for actioning specific events in connection with superannuation and marriage breakdown.

Increases or alterations to fees and costs

Administration and investment fees

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

Costs

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

Tax

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

Insurance fees and costs

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

Financial adviser remuneration

Financial adviser commissions

No commissions are paid to your financial adviser.

Member advice fees

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

You can authorise us to pay member advice fees to your financial adviser (including your financial adviser's dealer group) on your behalf out of your investment. Any member

advice fee you authorise us to pay is additional and separate to the fees we charge in respect of your investment in the Fund. The available options are shown in the following 'Member advice fees' table.

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

The maximum one-off member advice fee payable is 3% of your account balance. The maximum ongoing member advice fee is 3% per annum of your account balance. We will require your authorisation to pay member advice fees to your financial adviser every 12 months. We can refuse a request to pay a member advice fee. You can also turn off the member advice fee at any time by instructing us in writing.

Other benefits

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

Benefits received

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

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.

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

Operating your account

Feature/transaction	Summary information
Initial investment	<p>The minimum initial investment in the Super Plan is \$3,000 (or \$1,500 if you are establishing a savings plan).</p> <ul style="list-style-type: none"> • Personal or spouse contributions by cheque – attach a cheque to your application form. • Personal or spouse contributions by direct debit – we'll debit your initial contribution amount directly from your nominated account once we've accepted your application. • Employer contributions – all employer contributions (including any salary sacrifice contributions) must be paid by your employer using SuperStream.
Investment strategy	<p>Unless you specify otherwise on your application form, the proportion of your initial investment allocated to each investment option is recorded by us as:</p> <ul style="list-style-type: none"> • your investment strategy for all employer contributions received via SuperStream • your investment strategy for all additional personal or spouse contributions made by BPAY • your default investment strategy for any other additional investments (including savings plan) • your investment strategy for auto-rebalancing. <p>You can change your investment strategy at any time. Restrictions apply to your investment strategy if you invest in Perpetual Geared Australian investment option.</p>
Additional investments	<ul style="list-style-type: none"> • Personal or spouse contributions by direct debit: <ul style="list-style-type: none"> • complete an 'Application for additional investments and features' form and send it to us or • submit your additional investment application online through myPerpetual and • we'll debit your additional contribution amount directly from your nominated account once we've accepted your application. • Personal or spouse contributions by BPAY – remit your additional contribution amount to us, quoting your CRN and the BPAY biller code for the relevant type of contribution. • Employer contributions – all employer contributions (including any salary sacrifice contributions) must be paid by your employer using SuperStream.
BPAY	<p>You can use BPAY for making additional personal or spouse contributions. We'll provide you a Customer Reference Number (CRN).</p>
Savings plan	<p>If you wish to make regular contributions by direct debit from your nominated account, complete sections 3, 6 and 7 of the application form. You can also establish or amend a savings plan online through myPerpetual.</p>
Switching	<p>To switch all or part of your investment in an investment option (conditions apply), you can transact online through myPerpetual or send us a completed 'Switch' form (available from www.perpetual.com.au or by contacting us) by mail or scanned attachment to email.</p>
Auto-rebalancing	<p>You can request us to regularly rebalance your investment portfolio to maintain your chosen investment strategy by completing sections 5 and 6 of the application form.</p> <p>If you are investing in Perpetual Geared Australian investment option you must select this feature (see 'Investment limits for Perpetual Geared Australian investment option' in the 'Understanding investment risk' section for more information).</p>
Insurance cover	<p>You can apply for the following types of insurance cover through the Super Plan by completing section 9 of the application form (and, if necessary, the separate 'Insurance application' form in the Insurance Book):</p> <ul style="list-style-type: none"> • death only • total and permanent disablement only • death and total and permanent disablement • salary continuance.

Withdrawals	If you are eligible to access your superannuation and wish to make a withdrawal, send us a completed 'Benefit payment instruction' form (available from www.perpetual.com.au or by contacting us), together with evidence of the 'condition of release' that you've satisfied.
New instructions or changes	Please use myPerpetual online access or contact us to advise of any changes to your name, address/contact details, bank account and other details/instructions. You can also send us a completed 'Change of instructions' form (available from www.perpetual.com.au or by contacting us). When requesting any new features or changes/cancellations involving transactions (eg investment strategy, savings 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 8 of the application form.
myPerpetual online access	You can update your personal details, view information about your investment, receive statements and reports and transact online. You should specify the level of access you want in section 5 of the application form.
Updated information	Go to www.perpetual.com.au or contact us for the latest information on unit prices, buy/sell spreads and investment returns and any other updated information in relation to the Super Plan. Other general information is also provided in the Fund's annual report, which is also available at www.perpetual.com.au .

Investments

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

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

Initial investment

The minimum initial investment in the Super Plan is \$3,000 (or \$1,500 if you are establishing a savings plan). Your initial personal or spouse contribution may be paid by:

- cheque
- direct debit.

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

Investment strategy

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

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

You need to specify on the application form if you want your investment strategy for additional investments and auto-rebalancing to differ from the investment strategy

for your initial investment.

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

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

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

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

Additional investments

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

Additional personal or spouse contributions may be paid by:

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

Direct debit

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

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

- direct debit is available from any account you nominate
- your nominated account has a sufficient balance available to meet any authorised direct debits
- spouse contributions being made for you are from an account that is also in the name of your spouse.

Direct debit request service agreement

If you elect to make investments by direct debit authority, you must read and accept the terms of the direct debit request service agreement, which is publicly available at www.perpetual.com.au/wealthfocus-super-updates (see 'Other documents' in the 'Additional information' section for details) or can be obtained free of charge by contacting us.

BPAY

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

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

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

BPAY biller codes

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

Savings plan

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

There is no minimum amount for savings plan investments, which can be made as follows:

- monthly (default frequency) – on the 17th of the month
- quarterly – on the 17th of January, April, July and October.

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

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

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

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

How units are issued

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

increases or decreases in the market value of the underlying assets.

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

For current entry prices, visit www.perpetual.com.au or contact us.

The number of units issued to you is determined by dividing your investment amount (less applicable fees, costs and any taxes) by the applicable entry price. See 'How units are priced and investments are valued' in the 'Additional information' section for details about asset valuations and unit prices.

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

We have the discretion:

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

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

Switches

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

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

For current entry and exit prices, visit www.perpetual.com.au or contact us.

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

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

All switches, including those made under the auto-rebalancing facility, involve a withdrawal of money from one investment option at its exit price and an investment in another investment option at its entry price. Consequently, there may be a cost to members due to the buy/sell spreads on unit prices (see 'Buy/sell spread' in the 'Fees and other costs' section for further information).

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 Super Plan to rebalance your investment portfolio regularly, as follows:

- quarterly (default frequency) – on the 24th of February, May, August and November
- half-yearly – on the 24th of February and August or
- yearly – on the 24th of August.

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

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

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

Withdrawals

Provided you have satisfied a 'condition of release' under the law (see 'Accessing your superannuation benefit' in the 'Superannuation and WealthFocus' section for details), you can withdraw all or part of your investment in the Super Plan as long as you meet the withdrawal criteria, including:

- a minimum Super Plan balance of \$1,000.

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

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

For current exit prices, visit www.perpetual.com.au or contact us.

Generally your withdrawal proceeds can be:

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

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

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

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

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

Email instructions

We currently accept various instructions, including withdrawal requests, by scanned attachment to email provided we have no reason to believe the request isn't genuine.

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

Instructions and changes

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

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

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

Authorised representative

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

Conditions apply to the appointment of an authorised representative, as set out under 'Other conditions' in the 'Additional information' section.

myPerpetual online access

myPerpetual offers easy and convenient online access for you to:

- receive reporting online, including any notifications we are required to provide under the Corporations Act (although there may be times when we will need to send correspondence to you in paper form – see 'Reporting' in the 'Additional information' section for further information)
- check the total value of your investment in the Super Plan
- view your account summary, including the investment option(s) you are invested in, the number of units, unit price and current balance of the investment option(s)
- review your recent transaction history
- update your personal details
- update your investment strategy
- transact online.

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

Conditions of use

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

Other conditions also apply to any transactions made through myPerpetual (see 'Other conditions' in the 'Additional information' section for details).

Access by authorised representatives

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

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

Access by your adviser

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

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

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

You can change your adviser's access at any time by instructing us in writing.

Interest earned on application and withdrawal accounts

Application money and withdrawal proceeds (including pension payments) are held in trust accounts prior to being processed. Interest earned on these accounts is paid to the Promoter as a fee for part of their services.

Insurance cover

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

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

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

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

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

The insurer

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

Your insurance benefits are subject to the Fund's Trust Deed and the insurer's Policy Document, the main features of which are described in this document. You can obtain a copy of the detailed Policy Document by contacting us. If any of the main features change, we will notify you in writing. If there are any inconsistencies between the information in this document and the terms set out in the Policy Document, the Policy Document will prevail.

Insurance available through the Super Plan

Feature	Death cover	TPD cover	Salary continuance cover
Type of insurance cover	This covers you if you: <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Death benefit • Terminal illness benefit equal to death cover. 	<ul style="list-style-type: none"> • TPD benefit • A limited death benefit amount of \$10,000 for TPD only cover. 	<ul style="list-style-type: none"> • Total disability benefit • Partial disability benefit (following a period of total disability).
Minimum cover	\$50,000.	\$50,000.	\$500 monthly benefit.
Maximum cover	Unlimited.	\$5 million.	\$40,000 monthly benefit. For amounts insured above \$30,000, the monthly benefit will revert to \$30,000 after two years of receiving a benefit. You can apply for agreed value or indemnity salary continuance cover.
Minimum entry age	Age 15.	Age 15.	Age 15.
Maximum entry age	Age 64.	Age 64.	Age 64.
Available until	Age 75.	Age 70 (for members aged over 65 an 'Activities of daily living' TPD definition will apply).	Age 65.

The duty to take reasonable care

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

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

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

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

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

If you do not meet your duty

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

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

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

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

Guidance for answering our questions

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

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

Changes before your cover starts

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

If you need help

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

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

Notifying the insurer

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

Insurance fees

Insurance fees are deducted from your member account monthly, in the first week of the following month, usually within 3 business days of the beginning of the month, by withdrawal of units. You can either nominate the investment option from which you would like insurance fees deducted, or have insurance fees deducted proportionately across your investment options. If no nomination is made, or the investment option you have chosen is insufficient to cover the insurance fees, insurance fees 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 insurance fees each month. Your insurance cover will lapse if outstanding insurance fees are not paid within 60 days and it cannot be reinstated. You will then have to reapply for cover.

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 up to 15% payable by the Fund.

Non-concessional contributions

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

Tax on investment earnings

The maximum tax rate on taxable income in relation to the Super Plan's investment earnings (including realised net capital gains) is 15%. However, the effective rate of income tax is generally less due to the impact of:

- concessional capital gains tax treatment for assets held for more than 12 months
- tax offsets.

Tax offsets

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

Members

Concessional contributions

Tax deductions

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

Members can claim tax deductions for personal superannuation contributions up to the concessional contributions cap until age 75 (subject to meeting the work test if you are aged 67 or over).

Additional contributions tax

Generally, a flat 15% tax applies to concessional contributions. However, tax of 30% will apply instead to concessional contributions (within the concessional contributions cap) if your income (including concessional contributions) is greater than \$250,000. If your income excluding concessional contributions is less than the \$250,000 threshold, but including the concessional contributions pushes you over the threshold, only that part of the contributions in excess of the threshold will be subject to tax at 30%. The ATO will issue an assessment to the member for the extra tax payable on the contributions. The member can elect to release the amount from their Super Plan account or pay the tax from other sources.

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

taxed at your marginal tax rate (plus Medicare levy), with a 15% tax offset to account for the contributions tax already paid by their super fund. You have the option to withdraw from your Super Plan account an amount equal to 85% of the excess concessional contribution. Any excess concessional contributions withdrawn do not count towards your non-concessional contribution cap.

Non-concessional contributions

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

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

Spouse contributions

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

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

Benefits paid to members

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

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

Tax on lump sum benefit payments

Component	Age benefit received	Tax treatment
Tax-free ¹	Any age	Tax-free
Taxable ²	Before reaching age 60	Taxed at 20% ³
	On or after reaching age 60	Tax-free

Tax on pension benefit payments

Component	Age benefit received	Tax treatment
Tax-free ¹	Any age	Tax-free
Taxable ²	Before reaching age 60	Taxable at marginal tax rate ³
	On or after reaching age 60	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.

Tax on departing Australia superannuation payments

The tax payable on a DASP (see 'Accessing your superannuation benefit' in the 'Superannuation and WealthFocus' section for further information) is generally 35% for a taxed element of a taxable component.

DASPs made to working holiday makers will be taxed at 65%.

Tax on death benefits

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

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

- 1 See 'Dependants' under 'Death benefits' in the 'Additional information' section for definitions.

Death benefits paid to dependants

Lump sum death benefit payments are tax-free if paid to a dependant.

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

If the death benefit is paid as a pension to a dependent 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) must be paid as a lump sum benefit. The taxable component of a death benefit paid to a non-dependant will normally be taxed at 15% (plus Medicare levy).

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

Death benefits paid to your legal personal representative

If the death benefit is paid to your legal personal representative for distribution through your estate, any tax payable will depend on how the death benefit is ultimately distributed between your dependants and any non-dependants.

Tax on disability super benefits

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

Tax on terminal illness benefits

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

Tax on salary continuance benefits

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

Tax file number (TFN)

You should provide your TFN when joining the Fund.

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

We will disclose your TFN to another superannuation provider, when your benefits are being transferred, unless you request us, in writing, that your TFN not be disclosed to any other superannuation provider.

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

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

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

Goods and services tax (GST)

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

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

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

Additional information

Your cooling-off rights

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

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

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

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

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

- you are switching between investment options (including auto-rebalancing)
- you exercise any of your rights as a member of the Fund.

Any amounts that are 'preserved' or 'restricted non-preserved' can't be refunded to you if you exercise your cooling-off rights unless you satisfy a 'condition of release' under superannuation law. You'll need to nominate another superannuation fund, retirement savings account or approved deposit fund to transfer the funds into.

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

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

How units are priced and investments are valued

Unit prices for each investment option are calculated by:

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

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

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

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

Reporting

Members of the Fund receive:

- an initial investment statement, generally within seven business days of your application being accepted and processed
- an additional investment statement, generally within seven business days of any additional investment (except regular savings plan and employer contributions) being accepted and processed
- an investment restructure statement, generally within seven business days of any switch request being processed
- a withdrawal statement, generally within seven business days of any partial or full withdrawal request being processed (except where a departed temporary resident's super benefit has been compulsorily paid to the ATO as unclaimed super (see 'Unclaimed benefits' within 'Superannuation benefit transfers to the ATO' in this section for further details))
- an annual statement providing details of your investment in the Super Plan as at 30 June each year
- an annual report and an annual financial report for the Fund for each financial year ending 30 June will be available at www.perpetual.com.au/annual-reports (copy by mail available on request)
- an annual notice under section 290-170 of the Income Tax Assessment Act for you to complete and return if you intend to claim a tax deduction for any personal contributions made to the Super Plan during the financial year
- confirmation of any other transactions that we are required to report on
- 'inactive account' notifications where we have not received a contribution for 9, 12 and 15 months if you have insurance cover.

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

Inquiries and complaints

We're committed to providing you with the highest level of service and have established procedures for dealing with any inquiries and complaints.

Inquiries

If you have an inquiry, you can either phone us on 1800 011 022 during business hours, email us at superandpension@perpetual.com.au or write to:

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

Complaints

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

1. Contact Client Services on 1800 011 022 and tell them about your complaint.
2. Email your complaint to MyComplaint@perpetual.com.au.
3. Complete our online complaints submission form available at www.perpetual.com.au/privacy-policy/making-a-complaint.
4. Put your complaint in writing and mail it to:
Client Services – Complaints
Perpetual WealthFocus Super Plan
GPO Box 4171
Sydney NSW 2001

If you need additional assistance to lodge a complaint, we can support you. Please contact us to discuss how we may be able to assist you. An acknowledgement will be issued to you at the time of receipt of your complaint, either by phone, email or post.

We will investigate and endeavour to respond to all aspects of the matters raised in your complaint fairly and as quickly as we can and by no later than the maximum response timeframe of 45 days (unless the complaint is about the proposed distribution of a superannuation death benefit, where we will respond by no later than 90 days after the end of the 28 day statutory period available to potential beneficiaries to raise their objections about a proposed superannuation death benefit distribution). We will do our best to resolve your complaint as soon as possible. However, if we are unable to provide you with a response within the required timeframe, we will provide you with progress updates including reasons for the delay.

If you make a complaint and we resolve it within 5 business days from receipt to your satisfaction we are not required to send you a formal complaint response, unless you request one; or your complaint relates to hardship, or to any decision of the Trustee (or failure by the Trustee to make a decision) relating to a complaint.

If, at any time you are not satisfied with our response to your complaint, any aspect of our complaints handling process or if you have not received a response within the maximum response timeframe, the Australian Financial Complaints Authority (AFCA) might be able to assist you. You may also lodge a complaint with the AFCA at any time, although AFCA will not normally deal with a complaint until it has been through the Trustee's internal complaints handling process.

If your complaint relates to services provided to you by your financial adviser, please refer to the financial adviser's financial services guide for information about their complaints handling process. We also suggest you contact your financial adviser.

Australian Financial Complaints Authority

We are members of the AFCA external dispute resolution scheme.

AFCA has been established by the Commonwealth Government to provide consumers and small businesses with a free and independent dispute resolution service for complaints about financial firms.

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires. Other limits may also apply.

You can lodge a complaint with AFCA by:

1. using their online portal available at www.afca.org.au/make-a-complaint
2. email addressed to info@afca.org.au
3. calling 1800 931 678 (free call)
4. mail addressed to:
Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Your privacy

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

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

- the kinds of personal information we collect and hold
- how we collect and hold personal information
- the purposes for which we collect, hold, use and disclose personal information
- the types of entities we usually disclose personal information to and the countries where they are likely to be located if it is practicable for us to specify those countries

- how you may access personal information that we hold about you and seek correction of such information (note that exceptions apply in some circumstances)
- how you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds us, and how we will deal with such a complaint.

We may disclose your personal information to external parties that provide services to us in relation to your Fund (for example, external administrators, stockbrokers, investment managers, auditors and tax agents, banks and deposit taking institutions, life insurance companies, friendly societies, regulatory authorities, real estate agents, medical practitioners and providers of printing or postal services). We also disclose information about your investments to your authorised adviser. Otherwise we won't disclose your personal information to any other external parties unless requested by you or required by law.

The Trustee's privacy statement can be found at www.eqt.com.au/global/privacystatement.

PIML's privacy policy is available at www.perpetual.com.au.

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

If you have any queries or complaints about your privacy, please contact:

Privacy Officer, Equity Trustees
Perpetual WealthFocus Superannuation Fund
GPO Box 4171
Sydney NSW 2001
Phone: 1800 011 022
Email: superandpension@perpetual.com.au

We may from time to time provide you with direct marketing and/or educational material about products and services we believe may be of interest to you. Should you not wish to receive this information (including by email or electronic communication), you have the right to opt out by contacting us, at the contact details above.

Personal health information

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

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

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

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

Anti-money laundering/ counter-terrorism financing laws

In accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act), we are required to collect information with respect to your identity in certain circumstances. This verification process may occur when you join the Fund, commence a pension or make any withdrawal or in any other circumstances required by law.

To meet this legal requirement, we collect certain identification information and documentation (Know Your Customer (KYC) Documents). Existing members may also be asked to provide KYC Documents as part of a re-identification process to comply with the AML/CTF laws, after previously having their identity verified. A delay in or refusal to provide the KYC Documents when requested may impact the services we are able to provide to you, including the processing of payments or withdrawals. We may rely on information, including identity verification details, provided by you to a third party (such as your financial adviser).

Under the AML/CTF Act, the Trustee may be required to submit reports to the Australian Transaction Reports and Analysis Centre (AUSTRAC). This may include the disclosure of your personal information. We may not be able to tell you when this occurs and, as a result, AUSTRAC may require us to deny you (on a temporary or permanent basis) access to your investments. This could result in loss of the capital invested, or you may experience significant delays when you wish to transact.

Superannuation benefit transfers to the ATO

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

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

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

You can consolidate superannuation benefits transferred to the ATO into an active superannuation account through your myGov account. Alternatively, the ATO is required to pay any superannuation amounts it holds into an active superannuation account held by the member where the consolidated balance will be \$6,000 or more.

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

Inactive low-balance accounts

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

- made changes to their investment option(s)
- elected to maintain or made changes to their insurance cover
- made or amended a binding beneficiary nomination
- confirmed that they want their account to remain with their super fund by providing the fund with a written

notice at least 30 days before the relevant reporting date (see below for details).

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

Lost member accounts

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

- either:
 - the Fund has never had an address (whether non-electronic or electronic) for you
- or**
- at least one written communication (whether non-electronic or electronic) has been sent to your last known address (or addresses) and we believe, on reasonable grounds (eg communication returned unclaimed), that you can no longer be contacted at any address known to us **and**
- you have not contacted us (whether by written communication or otherwise) within the last 12 months **and**
- you have not accessed details about your superannuation interest in the Fund from any electronic facility we have provided within the last 12 months **and**
- we have not received a contribution or rollover for you within the last 12 months.

Small or insoluble lost member accounts

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

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

Unclaimed benefits

Your superannuation may be treated as unclaimed money if you:

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

Superannuation and family law

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

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

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

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

Bankruptcy

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

Death benefits

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

- give a direction (binding nomination— either lapsing or non-lapsing) to the Trustee about the distribution of your death benefit
- nominate your preferred beneficiaries (non-binding nomination) but ultimately leave it to the discretion of the Trustee to decide how your death benefit is to be distributed among your beneficiaries and/or legal personal representative (if the Trustee can't locate any dependants the benefit may be paid to your legal personal representative).

There are different tax consequences depending on the beneficiaries being a dependant or non-dependant for tax purposes (see 'Tax on death benefits' in the 'Tax' section for details). We recommend that you consult a financial and/or tax adviser before making any nomination.

To make a nomination, indicate this on your application form. You must also complete the 'Nomination of beneficiary' form and attach it to your application. You can revoke or amend an existing nomination at any time, or make a new beneficiary nomination, by completing another form and sending it to us.

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

Binding nominations

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

For a binding nomination to be valid:

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

If we have accepted a valid binding nomination to pay one or more dependants or your legal personal representative and that nomination, or a part of it, is no longer valid and effective at the time of payment (eg a nominated beneficiary is not still a dependant at the time of death), we will pay the non-valid portion of your death benefit to the remaining eligible nominated beneficiaries in equal share. If there are no eligible nominated beneficiaries, we will pay to your dependant(s) or your legal personal representative (your estate), in our discretion. The Trustee will pay the valid portion of your benefit in accordance with that part of your nomination which is valid and effective at the time of payment.

Lapsing binding nomination

A lapsing binding death benefit nomination must be confirmed every three years to remain effective.

Non-lapsing binding nomination

Because a non-lapsing binding nomination will not automatically lapse, it is important that you periodically review your nomination to ensure you still wish us to pay the person(s) you have nominated. In addition, unlike a lapsing binding nomination, your non-lapsing binding nomination will not automatically become invalid in the event of marriage, remarriage, divorce or any other life-changing event.

Non-binding nominations

A non-binding nomination 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 dependant includes 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.

Note: the definition of dependant for tax purposes is different.

Investments and social security

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

Trust Deed

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

The Trust Deed is available at www.perpetual.com.au or you can obtain a copy free of charge on request.

In the event of any conflict between the terms of the PDS (including incorporated information) and the terms of the Trust Deed and relevant law, the provisions of the Trust Deed and relevant law will prevail. The Trustee reserves the right to amend the terms and conditions of the Fund, a product and/or any available account in accordance with the provisions of the Trust Deed and relevant law.

Reserves

The Trustee maintains an operational risk reserve (ORR) to help satisfy the operational risk financial requirements under superannuation laws and APRA standards. The reserve is operated in accordance with the Trustee's Operational Risk Financial Requirement (ORFR) strategy. The purpose of the reserve and any Trustee capital held outside the Fund towards satisfaction of the operational risk financial requirements, is to provide funding for incidents where losses may arise from operational risk relating to the Fund, part of the Fund, or product(s). The level of Trustee capital and any ORR is determined by the Trustee based on an assessment of the risks faced by the Fund or its product(s) (as applicable).

Our liability

We can be indemnified from Fund assets for any 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, omission or circumstance specified by the law.

Your superannuation interest

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

Members' liability

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

Suspension of applications, switches and withdrawals

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

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

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

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

Delays in calculating and publishing unit prices

Occasionally there may be delays in receiving unit prices or investment valuations from the underlying investment managers due to their finalisation of distributions or unforeseen circumstances. This restricts our ability to calculate and price the relevant investment option.

Importantly, the timing of unit prices impacts processing transactions including applications, withdrawals and switches. When transactions are processed we'll generally use the applicable unit price you are entitled to, based on the date we received your completed transaction instruction.

Other conditions

A member who appoints an authorised representative and/or uses myPerpetual or the phone or email facilities (as applicable) to transact or provide instructions to us:

- acknowledges that they are bound by the acts of their authorised representative
- releases, discharges and agrees to indemnify ETSL, PIML and any of their related entities 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 ETSL's obligations or those of PIML and any of their related entities to the investor for a payment, even if it was requested, made or received without the knowledge or authority of the member.

Incorporation by reference

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

The following incorporated information forms part of this PDS:

- defined fees for superannuation products
- details of the latest annual transaction costs and the current buy/sell spread for each investment option
- the Insurance Book containing further information relating to insurance cover
- details of current underlying investment managers.

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

- direct debit request service agreement
- myPerpetual online access conditions of use
- PIML's privacy policy
- the latest 'Full holdings disclosure' document for the Perpetual ESG Australian Share investment option.

You should also read these other documents, particularly if relevant to any features that you've chosen in relation to your investment in the Super Plan.

Applying for an investment

New account

Your initial investment in the Super Plan must be at least \$3,000 (or \$1,500 if you are establishing a savings plan).

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

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

Lodging your application form

You can lodge your completed application form (including your cheque) with your financial adviser 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 will be added to your existing account.

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

- if investing by **direct debit** – complete an 'Application for additional investments and features' form and send it to us (we'll debit your additional contribution amount directly from your nominated account once we've accepted your application)
- if investing by **BPAY** – simply remit your additional contribution to us, quoting the **BPAY biller code** for the relevant type of contribution (see the 'BPAY biller codes' table in the 'Operating your account' section for details).

Contact details

For further information, or a copy of any of our product disclosure statements, please contact us.

Website

www.perpetual.com.au

Email

superandpension@perpetual.com.au

Phone

During business hours (Sydney time)

1800 011 022 – for members and financial advisers

Postal address

No stamp required if posted in Australia

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Perpetual WealthFocus Super Plan

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South Australia

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Victoria

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Trust is earned.

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