

(h) The Trustee (including the Deceased Member's Alternate Decision-Maker) shall do all things reasonable in the distribution of the Member's Superannuation Interests in accordance with Rule 33, and has the power, notwithstanding Rule 12.11, to determine:

- (i) the timing as to when a payment is made;
- (ii) the withholding of any tax on payments from a Deceased Member's Superannuation Interest;
- (iii) the review and approval of any Conditions of Release of Benefits in respect to a Member's Beneficiary (*for example, review and determination of a Person as an Eligible Pension Beneficiary and/or an Eligible Lump Sum Beneficiary (whether or not such Person is determined to be a beneficiary by the Member's Alternate Decision-Maker)*); and
- (iv) such other decisions which may otherwise result in the Fund losing its Complying SMSF status or becoming insolvent.

33.4 Rule 33 is to be read with Rules 12.11 and 39.

34. Protocol for discretionary powers of the Deceased Member's Alternate Decision-Maker and Trustee on death of Member

34.1 In the event a Deceased Member fails or refuses to leave a SMSF Will, Binding Death Benefit Nomination, Non-Binding Death Benefit Nomination, or one or more Payment Directions made by a Deceased Member in respect to his/her Member Superannuation Interest is invalid or ineffective, then the Deceased Member's Alternate Decision-Maker and the Trustee shall deal with the Deceased Member's Superannuation Interests in accordance with Rule 33.

35. Protocol for settling and administering an Auto-Reversionary Pension Interest

35.1 An Auto-Reversionary Pension Interest is a type of Pension Interest shown in the terms of an Auto-Reversionary Pension Interest Agreement which prescribes that upon the happening of an event shown in the Auto-Reversionary Pension Interest Agreement (**Auto-Reversionary Event**), the Pension Interest reverts automatically as a Pension Interest of a Person or Persons (including the Member's Legal Estate) nominated therein as Reversionary Beneficiaries and/or Successor Reversionary Beneficiaries.

35.2 A Member (**Originating Member**) may apply for an Auto-Reversionary Pension Interest in a **Notice of Payment Direction**, or any other written instrument agreed to by the Originating Member and the Trustee.

Warning: The Governing Rules allow an Originating Member to nominate an Auto-Reversionary Event which may not be limited to a Member's death. It is strongly recommended that SMSF specialist legal advice be taken if the Member contemplates settling an Auto-Reversionary Event on an event other than his/her death, as the Superannuation Laws may not allow such a term.

Further, whilst the Governing Rules allow the Member to impose conditions shown in Rule 35.3, the Superannuation Laws may prohibit one or more of the terms therein shown. Again, it is strongly recommended that SMSF specialist financial, accounting and legal advice be taken in the drawing of any succession planning instrument, including, but not limited to an Auto-Reversionary Pension Interest Agreement.

35.3 The terms of an Auto-Reversionary Pension Interest Agreement may include:

35.4 A Trustee shall not be obligated to accept a Payment Direction or accept to be bound to an Auto-Reversionary Pension Interest Agreement, on terms which:

- (a) breach, or if given effect would breach, the Superannuation Laws;
- (b) threaten the Fund's Complying SMSF status or solvency;
- (c) vary the Governing Rules and/or Special Rules (excepting Special Rules adopted by the Originating Member and/or the Originating Member and the Trustee (and/or any other party in respect to the Originating Member's Superannuation Interests));
- (d) prescribe rights and/or entitlements which are greater than the rights and/or entitlements of the Member in the Fund (*for example: requires a payment of an amount which is greater than a Member's Superannuation Interests or requires a segregation of a Fund's Asset which is not segregated to the Member's Superannuation Interest at the commencement of the Auto-Reversionary Pension Interest Agreement*);
- (e) prescribe rights and/or entitlements which are greater than the rights and/or entitlements of the Member in the Fund to the benefit of a Reversionary Beneficiary;
- (f) prescribe terms which are ambiguous, uncertain or likely to result in the Fund being subject to legal proceedings – although the Trustee shall have the power to interpret and effect such terms nonetheless; and/or
- (g) are unreasonable and/or unduly burdensome on the Trustee and the other Members of the Fund to effect.

35.5 The Auto-Reversionary Pension Interest Agreement shall be, once agreed, established in accordance with the protocols shown in Rule 29 and recorded in a written instrument signed by the Trustee and the Member, and the Member's signature must be witnessed by at least one Natural Person who is not a Trustee (being either a Natural Person Trustee or a Director of a Corporate Trustee), Reversionary Beneficiary, Member's Relative or other Member of the Fund.

35.6 An Auto-Reversionary Pension Interest Agreement is a Special Rule of the Fund which may only be amended, varied or struck with the written consent of the Trustee and Member (if alive) and/or Reversionary Beneficiary (subject to the terms of the Auto-Reversionary Pension Interest Agreement).

35.7 Upon the happening of the Auto-Reversionary Event (being the event upon which the Pension Interest is prescribed by the Originating Member to revert to the Reversionary Beneficiary) then:

- (a) the Trustee will give notice to the Reversionary Beneficiary (and each of them if more than one) of the Nomination of the Person as a Reversionary Beneficiary, and provide a **Notice of Payment Direction** for completion;
- (b) the Reversionary Beneficiary(ies) must complete the Notice of Payment Direction and/or comply with the requests of the Trustee (including but not limited to the provision of evidence supporting the eligibility of the Reversionary Beneficiary(ies) as an Eligible Pension Beneficiary);
- (c) the Trustee shall determine in its absolute discretion, on the disclosure provided by the Reversionary Beneficiary and having regard to the Superannuation Laws, whether the Reversionary Beneficiary is an Eligible Pension Beneficiary, and communicate its decision to the Reversionary Beneficiary;

37. Protocol for settling and administering a Pension Interest (other than an Auto-Reversionary Pension Interest or a Conditional Pension Interest)

37.1 If a Pension Interest is other than an Auto-Reversionary Pension Interest or Conditional Pension Interest, the terms of any Pension Interest Agreement agreed to and shown in writing by the Trustee and Member shall be effected subject to the reservations and obligations of the parties shown in the Governing Rules, including the requirement that the Pension Interest Agreement is recorded in a written instrument signed by the Trustee and the Member, and the Member's signature is witnessed by at least one Natural Person who is not a Trustee (being either a Natural Person Trustee or a Director of a Corporate Trustee), Reversionary Beneficiary (if any), Member's Relative or other Member of the Fund.

37.2 A Pension Interest may be created in the terms of a Member's SMSF Will and/or Binding Death Benefit Nomination, provided:

- (a) If the Nomination is in respect to a continuation of an existing Pension Interest Agreement of the Member (whether or not the Pension Interest reference has an existing reversionary term), then no Trustee consent is required before the Member's death to be binding on the Fund;
- (b) If the Nomination is to create a new Pension Interest on the Member's death from whole or part of the Member's Superannuation Interests, and the Member's Beneficiary(ies) are to have no conditions or restrictions imposed on cashing or commutation of the Pension Interest on the terms of the Nomination, then no Trustee consent is required before the Member's death to be binding on the Fund;
- (c) If the Nomination is to create new Pension Interest on the Member's death from whole or part of the Member's Superannuation Interests, and the Member wishes to impose conditions on cashing or commutation of the Pension Interest (*such as where the Member intends to settle an Auto-Reversionary Pension Interest Agreement and/or Conditional Pension Interest Agreement within the Member's SMSF Will or Binding Death Benefit Nomination*), then the Member must have the Trustee written consent before the Member's death to be binding on the Fund. If Trustee consent is not given in respect to such a Nomination on the happening of the Member's death, then the Trustee may:
 - (i) accept in whole the terms shown in the SMSF Will and/or Binding Death Nomination; or
 - (ii) Roll-over the part of the Member's Superannuation Interest prescribed by the SMSF Will and/or Binding Death Benefit Nomination to an Eligibility Fund selected by the Nominated Beneficiary; or
 - (iii) establish a Pension Interest for the Nominated Beneficiary with no conditions and/or such of the conditions as the Trustee determines in its absolute discretion; or
 - (iv) pay the part of the Member's Superannuation Interest prescribed by the SMSF Will and/or Binding Death Benefit Nomination as a Lump Sum Payment to the Nominated Beneficiary.

This Rule recognises that a Member has liberty to impose conditions on the Trustee on the Member's death in respect to a Pension Interest settled as a consequence of the Member's SMSF Will and/or Binding Death Benefit Nomination. However, in fairness to the membership

- 38.3 The Member must provide the SMSF Living Will to the Trustee as soon as reasonably possible after making the SMSF Living Will.
- 38.4 If the SMSF Living Will is not received by the Trustee by the happening of the Member becoming Mentally Incapacitated, the SMSF Living Will is not invalidated.
- 38.5 The Trustee must instruct the Member as to any term of the Member's SMSF Living Will which is incapable of taking effect, unlawful or otherwise determined by the Trustee to be impracticable and rejected, as soon as reasonable, but not later than 28 (twenty eight) days from receipt of the Member's SMSF Living Will by the Trustee. Any term which is not otherwise rejected shall be deemed a Special Rule of the Fund, and shall apply to the extent the application of terms does not compromise the solvency of the Fund or the interests of the Members as a whole, or otherwise breach the Superannuation Laws.
- 38.6 A Member's Alternate Decision-Maker may set aside or release the Trustee from its obligations under the SMSF Living Will, provided such authority to do so is given by the Member in the instrument appointing the Alternate Decision-Maker, or a Court of competent jurisdiction gives direction to this effect.

39. SMSF Estate Plan and SMSF Will

- 39.1 A Member may provide directions, binding or non-binding, to the Trustee in respect to his/her SMSF Estate Plan in accordance with the terms of this Rule 39.
- 39.2 A Member may request the Trustee to accept one or more of the following in the making of the Member's SMSF Estate Plan:
- (a) SMSF Will – subject to Rule 31;
 - (b) Non-Lapsing Binding Death Benefit Nomination – subject to Rule 32;
 - (c) Lapsing Binding Death Benefit Nomination – subject to Rule 32; and/or
 - (d) Non-Binding Death Benefit Nomination – subject to Rule 33.
- 39.3 Any of the documents referred to in Rule 39.2 may provide written direction to the Trustee as to:
- (a) the manner and form in which Death Benefits will be paid in the event of the Member's death to one or more Beneficiaries including as a Lump Sum, Pension Interest, or combination thereof, from the Member's Superannuation Interests;
 - (b) the Beneficiaries the Death Benefits are to be paid to, including the Member's Dependants, the Member's Legal Estate and/or such other Persons as are otherwise allowed to receive a Member's Death Benefits under the Superannuation Laws;
 - (c) the amount or amounts of the Death Benefit to be paid to one or more Beneficiaries in the event of a Member's death including the transfer of part or the whole of any Fund Asset in satisfaction of the payment of an amount of Death Benefit, provided that a Benefit In Specie shall only be binding to the extent the Fund Asset is segregated to the Member's Superannuation Interest;
 - (d) the terms and conditions upon which a Person (Primary Beneficiary) is to receive a Death Benefit from the Member's Superannuation Interests in the form of a Lump Sum Payment, including but not limited to whether the

Superannuation Laws, or imposes terms of payment which contravene the Superannuation Laws, until the Member's death;

Note: The Superannuation Laws allow a Member to nominate the Member's Spouse, Member's de facto Spouse, Member's Child (any age), Persons in an Interdependency Relationship with the Member, or a Person who is financially dependent on the Member to receive the Member's Death Benefits. If the Member nominates their best friend, who does not qualify under one of these categories, the Nomination to the best friend is invalid under the Superannuation Laws and the Trustee cannot give effect to the Nomination.

- (b) if the Trustee seeks advice and/or the Trustee determines that one or more of the Persons nominated as Beneficiaries are ineligible to receive a Death Benefit (whether as an Income Beneficiary or Lump Sum Beneficiary), then the Trustee must accept the relevant Nomination, and may (but is not required to) advise the Member in writing of the Trustee's determination; and

Note: The category of Persons qualifying as being in an Interdependency Relationship with the Member can change with time, accordingly a Person may be ineligible at one point in time, but later qualify because of changes in circumstances in the Member's life.

- (c) the Member's SMSF Will and/or Binding Death Benefit Nomination (as the case may be) shall become a Special Rule of the Fund in respect to the payment of the Member's Death Benefits, and shall be amended, varied and/or revoked only with the written consent of the Member (except to the extent the Trustee and/or Alternate Decision-Maker cannot give effect to the SMSF Will and/or Binding Death Benefit Nomination following the death of the Member for a reason shown in the Governing Rules and/or Superannuation Laws).

39.6 The Trustee may, but is not required to, give notice to the Member in writing of its acceptance and receipt of the relevant Nomination. A failure of the Trustee to give a notice in writing does not invalidate the relevant Nomination.

39.7 The Trustee may at the request of the Member create any further Special Rules, in respect to the Member's SMSF Wills and/or Binding Death Benefit Nominations.

39.8 The Trustee may accept a Non-Binding Death Benefit Nomination from a Member; however, the Trustee (and the nominating Member's Alternate Decision-Maker) is not bound by the terms of a Non-Binding Death Benefit Nomination of a Member.

39.9 For clarity, the Trustee and Member's Alternate Decision-Maker are not bound by the terms of the following:

- (a) Member's Binding Death Benefit Nomination, if the Nomination lapsed at or before the Member's death); or
- (b) Member's Non-Binding Death Benefit Nomination.

Part Eleven – Taxes

40. Taxes and Excess Contributions Tax

40.1 The Trustee must pay all duties, charges, fees and Taxes relating to the Fund's Assets, Earnings, Contributions, or on any other Taxable consequence in accordance with the Superannuation Laws.

40.2 The Trustee is not personally liable for any taxation liability assessed to the Fund, nor is any Member, unless the Superannuation Laws require.

- (c) Legal Personal Representative of the Estate of a Deceased Member or a deceased former Member; and/or
- (d) any other entity or any trust of a Charitable Institution of a public benevolent, sporting, animal or political nature as the Trustee determines.

Part Thirteen – Amendments and Change of Name

42. Changing the Fund's Governing Rules

42.1 The Trustee may at any time by Trustee Ordinary Resolution, reduced to writing, vary, change, delete from, add to or otherwise amend any or all of the Governing Rules (excepting any Governing Rules which are irrevocable) which shall be deemed adopted and incorporated in any variation of the Governing Rules, provided the following conditions are satisfied:

- (a) any variation, change, deletion, addition or amendment to the Governing Rules shall strictly adhere to the Superannuation Laws;
- (b) if the Trustee has resolved a Special Rule of the Fund, the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless the Special Rule has been revoked previously by the Trustee;
- (c) if a Special Rule of the Fund has been determined by way of a SMSF Living Will, SMSF Will, Binding Death Benefit Nomination (whether lapsing or non-lapsing) and/or Pension Interest Agreement, then the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless otherwise specifically recorded in writing by the Trustee and Member (being the Member which made the Special Rule);
- (d) if a Special Rule of the Fund is not otherwise referred to in the preceding terms of Rule 42.1, then the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless otherwise specifically recorded by the Trustee and other parties to the Special Rule.

For example, if a property has been segregated to the Member Superannuation Interests of Bob and May, then a modification of the Special Rule must be made by the Trustee, Bob and May specifically to cause a variation of the Special Rule. Otherwise, the Special Rule is deemed incorporated.

- (e) any variation, change, deletion, addition or amendment to the Governing Rules shall not detrimentally affect a Member's Superannuation Interests;
- (f) any variation, change, deletion or amendment to the Governing Rules shall not result in a resettlement of the Fund (if determined to be a trust at law) nor a capital gains tax event unless the Superannuation Laws require; and
- (g) if the Fund has a defined benefit pension in existence pre-2004, a loan arrangement pre-1985, or any other Rule that advantages the Members of the Fund, but which would be lost or diminished if the new Governing Rules were applied, then any variation of the Governing Rules is not to vary such Governing Rules that advantage a Member and shall be deemed to be adopted and incorporated in the amended Governing Rules.

42.2 Subject to Rule 42.1, the Trustee may adopt a protocol allowing for the automatic annual upgrades of the Governing Rules (with the resolution applicable for a fixed number of years, or indefinitely for the term of the Fund), by Trustee Ordinary Resolution, which upgrades may address changes to the Superannuation Laws and any other matters considered appropriate by the relevant SMSF Advisers assisting the Trustee from time to time (if any), in accordance with the following:

- (iv) if sent by email, on receipt of a reply email from the addressee confirming that the email has been delivered.

45. Electronic Transactions Authority

- 45.1 A SMSF's Governing Rules are often, but are not required to be, settled and/or varied by a deed. Section 10(1) of the SISA defines a deed as an instrument having the effect of a deed.
- 45.2 The Trustee and Members ratify the execution of this Deed by electronic signature, and adopt expressly the terms of the *Electronic Transactions Act 1999 (Cth) (ETA)*, notwithstanding any contrary legal precedent or term of any State-based legislation dealing with electronic transactions.

Warning: State-based legislation may prohibit the Trustee and Members from contracting out of execution standards requiring deeds to be wet signed (as opposed to executed by electronic signature). Whilst execution of deeds by wet signature is strongly recommended, execution in States which prohibit execution of deeds by wet signature should not be conducted by electronic transaction.

- 45.3 The Trustee and Members confirm that the Governing Rules shall be deemed as settled on the date shown as the effective date of this Deed, notwithstanding any validation called upon by a non-party to this Deed (*for example, a bank, Government authority, etc.*).
- 45.4 The Trustee and Members consent to the exchange of any and all information and documents (including, but not limited to, minutes, resolutions, Nominations, variation of the Governing Rules and/or such other instruments produced or producible in respect to the operation, administration and conduct of the Fund) in respect to the Fund by electronic means, and the execution of any and all documents (including deeds) by electronic signature of the relevant parties (subject to limitations imposed by State-based legislation), excepting where expressly provided otherwise in the terms of the Governing Rules.
- 45.5 Except where parties are not at liberty to contract or consent to a matter being conducted in accordance with the ETA, or any applicable State electronic transactions legislation, the Trustee, Members, advisers and other parties may rely on the terms of the ETA and any applicable State electronic transactions legislation in the conduct of communications by the relevant parties in respect to the administration and conduct of the Fund.

46. Effective Date

- 46.1 If there is a discrepancy between the dates of execution of the parties and a date shown as the Commencement Date, the Governing Rules shall be deemed to be effective from the date upon which the last of the parties to the Deed executes.

47. Execution and General

- 47.1 The Deed may be executed in counter-parts, which counter-parts taken together shall constitute the Deed.
- 47.2 A defective execution by one or more party does not invalidate the settlement of the Fund on the Effective Date. In the event of a defective execution, the party executing defectively can either over-sign their original signature (and where a witness is referred to, the same or different witness can over-sign the witness signature), the parties can enter into a deed of ratification, or any other instrument which shows the party's consent to be bound.

been if no taxes had been levied on the contributions of the Deceased Member. In determining the Anti-Detriment amount, the Trustee may have regard to any formula used by the Regulator to calculate the amount, and/or an audit or accounting method based on actual Accounts of the Fund.

Warning: Anti-Detriment Payments are not permitted from and following 1 July 2017 as a consequence of changes to the Superannuation Laws.

Anti-Detriment Reserve includes a Reserve established by the Trustee under the Governing Rules for the purpose of making Anti-Detriment Payments in respect of Deceased Members of the Fund. Such amounts may be accrued in the Anti-Detriment Reserve to make Anti-Detriment Payments to the Deceased Member's Dependants or Legal Estate, and may be determined by an Actuary.

Warning: Anti-Detriment Payments are not permitted from and following 1 July 2017 as a consequence of changes to the Superannuation Laws.

Asset includes, but is not limited to real, personal or intellectual property, shares, futures, collectables, businesses or business interests, any Assets or property transferred or contributed to the Fund plus income, earnings and profits arising from those Assets or property interests as well as any other Asset that a Complying SMSF may lawfully hold, but excludes Cash. Asset includes part of an Asset or a fractional interest in an Asset.

Associate has the meaning read at section 12 of the SISA.

Auditor is an Auditor authorised under the Superannuation Laws or by the Regulator to be an Auditor of a SMSF.

Australian Superannuation Fund a Superannuation Fund as contemplated in the SISA, including but not limited to section 42 of the SISA, and is settled, situated and/or subject to management and control in Australia.

Authorised Contribution includes a contribution of Cash, Contribution-in-Specie, Contribution-in-Kind (including a Fund expense payment or the forgiveness of a debt), made to the Fund by any Person (including, a Member, Member's family, Member's Employer and/or any other Person authorised by the Superannuation Laws to make a Contribution on behalf of another) where the Trustee is satisfied that the Contribution has met the requirements for making a Contribution under the Superannuation Laws and that the acceptance of the Contribution by the Trustee of the Fund will not result in the Trustee breaching the Superannuation Laws. An Authorised Contribution does not include an allocation from a Reserve Account for the benefit of a Member.

Authority to Release Information is a written direction from a party authorising the release of information about a Member's Superannuation Interests to another party.

ARPIA means the Auto-Reversionary Pension Interest Agreement, SMSF Will and/or Binding Death Benefit Nomination in which a Member settles an arrangement which prescribes the reversion of the Member's Pension Interest upon his/her death to one or more Reversionary Beneficiaries.

Auto-Reversionary Event means the event upon which a Pension Interest reverts to an Reversionary Beneficiary.

Auto-Reversionary Pension Interest includes a Pension Interest or Pension where a Person or Persons (the **Reversionary Beneficiary**) is nominated in an Auto-Reversionary Pension Interest Agreement, SMSF Will or Binding Death Benefit Nomination (collectively, the **ARPIA**) as the recipient of the Member's

Company includes any entity incorporated pursuant to *Corporations Act 2001 (Cth)* or the Superannuation Laws (as applicable).

Compassionate Grounds includes those grounds listed under the Superannuation Laws authorising the Trustee, subject to direction by the Regulator, to pay a Lump Sum Payment to Members based on Compassionate Grounds.

Complying SMSF means a Superannuation Fund which meets both the definition of a SMSF and the conditions of a complying Superannuation Fund under the Superannuation Laws or as otherwise determined by the Regulator.

Concessional Contributions are those Contributions and allocations defined as Concessional Contributions in the Superannuation Laws.

Concessional Contributions Cap has the meaning given in the Superannuation Laws.

Conditional Pension Interest means a Pension Interest which is settled by a Member by way of a Conditional Pension Interest Agreement, or within the Member's SMSF Will or Binding Death Benefit Nomination (collectively, **CPIA**) and prescribes conditions upon which the Pension Interest reverts and is paid. A Conditional Pension Interest is subject to the Conditions of Release of Benefits and Payment Standards of the Superannuation Laws.

Condition Pension Triggering Event is as defined at Rule 36.1.

Conditions of Release of Benefits includes those Conditions of Release of Superannuation Benefits in the Superannuation Laws and in particular Schedule 1 of the SISR.

Contributing Member is a Member of the Fund who contributes to the Fund on behalf of himself or herself, the Member's Spouse or another Member of the Fund.

Contribution includes a payment, Contribution-in-Kind, Contribution-in-Specie, and/or receipt of any other money or Asset permitted by the Superannuation Laws to be received as Contribution of a Member, but does not include an allocation from a Reserve Account on behalf of a Member. *See also SISR 7.04.*

Contribution Declaration means a written confirmation of a Member as to the Member's qualification to make a Contribution to the Fund.

Contribution-in-Kind includes a deemed Contribution of a Member, or on behalf of a Member for purposes of SISR 7.04. The value of the Contribution shall be based on the Market Value of the deemed Contribution.

For example, Bob lends money to the SMSF and forgives the loan by way of an assignment to Jane, then the value of the discharged loan would be a Contribution-in-Kind of Jane to the Fund. Careful consideration needs to be had as to whether a Contribution-in-Kind is permitted by the Superannuation Laws.

Contribution-in-Specie includes a transfer, in whole or in part, of an Asset as a Contribution of a Member, whether made by the Member or a Contributor on behalf of a member, transfer and/or Asset acquired is permitted by the Superannuation Laws. The value of the Contribution shall be based on the Market Value of the deemed Contribution.

Contributions Cap has the meaning given in Superannuation Laws.

Dependant includes a Member's Spouse, Member's Child, Person in an Interdependency Relationship with a Member, Person who is financially dependent on the Member, and any other Person the Superannuation Laws define as a Dependant of a Member.

Disbursement Powers has the meaning given in Rule 12.7.

Disqualified Person means a Member who is a Disqualified Person for purposes of section 120 of the SISA and includes a Member who:

- (a) has been convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory, or a foreign country, being an offence in respect to dishonest conduct;
- (b) is subject to a civil penalty order made in relation to the Disqualified Person, in accordance with Parts 20 or 21 of the SISA;
- (c) is insolvent or an undischarged bankrupt;
- (d) is disqualified based on a reason read at section 120(c) of the SISA; or
- (e) such other basis of disqualification imposed from time to time by the Superannuation Laws.

Earnings is the amount determined by the Trustee as Earnings of the Fund, Earnings of a specific Member Superannuation Interest or group of Members' Superannuation Interests, a Reserve Account or any other account, whatever the case may be for a period of time, and may include negative Earnings.

Effective Date means the date upon which this Deed is deemed to have taken effect, and is taken for this purpose to be the date upon which the last of the parties executes the Deed and does not include a date upon which a party later remedies a defective execution.

Eligible Entity includes any Superannuation Fund, including but not limited to a Complying SMSF, retail Superannuation Fund, wholesale Superannuation Fund, industry Superannuation Fund, Small APRA Fund, Eligible Roll-over Fund, Retirement savings account, Foreign Superannuation Fund and any and all other funds and/or arrangements which are permitted to accept a Member's Superannuation Interests in accordance with the Superannuation Laws.

Eligible Lump Sum Beneficiary means a Person who qualifies as a Dependant of a Member as the term is read in the SISA.

Eligible Pension Beneficiary means a Person who qualifies as a Death Benefits Dependant of a Member as the term is defined in the *Income Tax Assessment Act 1997 (Cth)*.

Eligible Roll-over Fund see Eligible Entity.

Employer Contribution Notification is a written notification from the Trustee as to the complying status and contact details of the Trustee.

Employer Roll-over Superannuation Interest includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a Roll-over of a Lump Sum Payment to the Fund for benefit of the Member as a consequence of the Member terminating employment with an employer.

EPOA means an Enduring Power of Attorney made in accordance with the laws of the State of residence of the Member at the date of making.

Estate includes Legal Estate.

ETA means *Electronic Transactions Act 1999 (Cth)*, and such of the following as

to a foreign Government.

Holding Trust means Bare Trust.

Incapacity includes Temporary Incapacity, Permanent Incapacity and Terminal Medical Condition, and such other terms of legal incapacity as the terms are read in the Superannuation Laws for the relevant purposes.

Incapacity Superannuation Benefits include those Superannuation Benefits authorised under the Superannuation Laws or the Regulator to be paid to a Member, Member's Dependants, Member's Legal Estate or other Person in the event of a Member's Incapacity.

Income Stream see definition for **Pension Interest**.

Income Year is any year commencing 1 July and ending 30 June unless otherwise allowed by the Regulator.

Ineligible Lump Sum Beneficiary means a Person who is not an Eligible Lump Sum Beneficiary.

Ineligible Pension Beneficiary means a Person who is not an Eligible Pension Beneficiary.

Initial Trustee is the first trustee or later trustees of the Fund.

Insurance Strategy includes a plan established by the Trustee of the Fund to provide insurance cover for the Trustee in the event of any Member's death, Temporary Incapacity, Permanent Incapacity or for any other reason. An Insurance Strategy forms part of the Fund's Investment Strategy.

Interdependency Relationship has the meaning given in the SISA.

Investment Powers has the meaning read at Rule 12.4.

Investment Reserve includes a Reserve which may be established by the Trustee for the purposes of smoothing investment returns amongst Member Superannuation Interests, allocating investment returns to specific Member Superannuation Interests and allocating to other Reserves of the Fund where the Superannuation Laws allow.

Investment Strategy includes a written document formulating the investment objectives, plans of investment for one or more Accounts, Reserves and/or Member Superannuation Interests. The document may include an Insurance Strategy. The Investment Strategy also should have regard to all relevant circumstances associated with the Fund including, but not limited to:

- (a) the risk involved in making, retaining and realising Fund investments. Such decisions are determined by the prospective return from the Fund's or Member's investments having regard to the investment objectives of the Fund and the expected cash flow requirements of the Trustee;
- (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments considering its expected cash flow requirements; and
- (d) the ability of the Fund to discharge its existing and future liabilities.

Legal Estate includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a trust established or created under a trust deed, Last Will, Bare Trust, Settlement Instruments, EPOA, by way of Court order or in any other way for the purpose of holding a Member's Assets, in the

- (c) a Member being convicted of a crime, subject to imprisonment;
- (d) a member being convicted of a crime of dishonesty;
- (e) a Member acting with wanton disregard or gross negligence in any aspect of the Fund, including but not limited to refusing to comply with Special Member Conditions, Special Member Disclosure and/or otherwise compromising the Fund's Complying SMSF status, solvency or the interest of the other Members in the Fund; and
- (f) such other term as the Superannuation Laws prescribe as a condition upon which a Member must cease being a Member of a Complying SMSF;

however, the Trustee is not obligated to transfer a Member's Superannuation Interests upon the happening of a Mandatory Transfer Event, unless the Superannuation Laws otherwise require.

Market Value has the meaning read in the Superannuation Laws.

Member is a Person who has been accepted as a Member of the Fund and has accepted to act as Trustee (if constituted by Natural Persons) or Director of a Corporate Trustee, and has complied and continues to comply with its obligations under the Governing Rules. A Member does not have to have a balance in the Member's Accumulation Account. A reference to Member includes a Member's Alternate Decision-Maker acting for a Mentally Incapacitated Member.

Member Accumulation Interest includes a Member's Superannuation Interest which is not a Member's Pension Interest.

Member Meeting is a meeting of the Members as required by the Governing Rules and the Superannuation Laws, conducted by any reasonable method (including but not limited to in person, by internet (including, but not limited to, Skype, Zoom or such other conferencing platforms available on the internet) and/or telephone) in which matters regarding the Fund are discussed.

Member Ordinary Resolution means a vote cast in favour by not less than 51% (fifty one percent) of the Member votes available to be cast in a Member Meeting.

Member Pension Interest includes a Member Superannuation Interest established by the Trustee under the Governing Rules for the purpose of paying a Pension Interest, whether the payment is commenced immediately or upon the happening of a condition at a later date. A Member Pension Interest remains in force, provided that there is an Account balance of \$1 or more. See also definition for **Pension Interest**.

Member Pension Interest Roll-back means the commutation in whole or part of a Member Pension Interest in the Fund and the subsequent transfer to a Member Accumulation Interest in the Fund.

Member Release Authority is a request howsoever given by a Member to the Trustee in respect to the release of Contributions and/or Earnings in excess of the Member's Contributions Cap, or for any other reason prescribed by the Superannuation Laws.

Member SMSF Living Will includes a formal or informal set of directions made by a Member to benefit a Member, the Member's Dependants and/or Member's Legal Estate from and/or following a Member being Mentally Incapacitated.

Member SMSF Will includes a formal set of directions made by a Member dealing with the Member's Superannuation Interests on and following the Member's death. The SMSF Will must be signed and dated by the Member and

lifetime of the Member or after the death of the Member.

Notice of Intent to Claim or Vary a Deduction is a written direction by a party in respect to a Contribution to the Fund.

Originating Member is as defined at Rule 35.2.

Overseas Pension or **Revenue Authority** includes any non-Australian tax, revenue, pension, superannuation, Retirement or other Government or semi-Government authority that has powers, either directly, indirectly or by delegation in setting, maintaining or establishing rules, terms or conditions in relation to the transfer and payment of any pension, Retirement or superannuation or their equivalent benefits to this Fund including QROPS benefits.

Pay includes credit, distribute, set-off, Benefit-in-Kind, Benefit-in-Specie, or otherwise where a thing or benefit is transferred from one Person to another Person.

Payment Direction is as defined at Rule 29.1(b).

Payment Standards has the meaning given under Part 6 of the SISR.

Pension see **Pension Interest**.

Pension Interest includes a series of periodical payments made by the Trustee for the benefit of a Member and/or Member's Dependants, which may or may not be on commutable terms, may or may not have reversionary terms, may or may not have a residual capital value, and includes, but is not limited to the following:

- (a) any Pension Interest upon terms and conditions which comply with SISR 1.06(1) including the requirement that the Pension Interest cannot be added to by way of capital;
- (b) a lifetime complying pension (SISR 1.06(2));
- (c) an Accounts Based Pension;
- (d) an Allocated Pension (SISR 1.06(4));
- (e) a market-linked pension (SISR 1.06(8));
- (f) a fixed-term complying pension (SISR 1.06(7));
- (g) a non-commutable life pension (SISR Schedule 1 – Item 108);
- (h) a non-commutable Allocated Pension (SISR 6.01(2));
- (i) a Transition to Retirement Income Stream (SISR 6.01(2));
- (j) a non-commutable pension (SISR 6.01(2));
- (k) a Temporary Incapacity Pension Interest– non-commutable Income Stream (SISR 6.01(2));
- (l) an Assets Test Exempt Pension within the meaning of that term under the *Social Security Act 1991 (Cth)* including, but not limited to sections 9A, 9B and 9BA;
- (m) a Child Pension Interest;
- (n) an annuity benefit (SISR 1.05) (For clarity, annuity benefit may be read where reference to Pension Interest is given in the Governing Rules); and

under the Superannuation Laws.

Relative includes, in relation to an individual, the following:

- (a) A parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted Child of that individual or of his/her Spouse; and
- (b) Spouse of an individual or of any other individual specified in the preceding subpart;

except where Relative is given a specific meaning under Rule 19.

Replacement Asset has the meaning read in the Superannuation Laws.

Reserve Account includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, an account created by the Trustee of the Fund with surplus Assets or from Earnings of the Fund. A Reserve Account may include an Anti-Detriment Reserve (*Warning: Anti-Detriment Reserve may be invalid from and following 1 July 2017*), a Contributions Reserve, a Pensions Reserve, a Self-Insurance Reserve and/or an Investment Reserve. The Reserve Account may be established for any purpose permitted by the Superannuation Laws, including but not limited to the funding of a Pension (including a current or future Pension), to fund a Death Benefit, to fund a Lump Sum payment, to accumulate amounts from Earnings to cushion market fluctuations and assist in liquidity, and to fund Specific or General Expenses.

Reserve Benefit means benefits including Superannuation Benefits paid or payable directly by the Trustee of the Fund from a Reserve Account to a Member, former Member, their Legal Estate, a Deceased Member's Dependant or any other Person allowed under the Superannuation Laws.

Retirement and **Retired** includes where a Member who has reached Preservation Age and no longer intends to work again, and includes further:

- (a) where a Member is over Preservation Age and the Trustee is satisfied that the Member will never again be engaged in part-time or full-time gainful employment;
- (b) where a Member is over age 60 years of age and an arrangement under which the Member is Gainfully Employed has come to an end on or after that age or the Trustee is satisfied that the Member will never again be engaged in part-time or full-time gainful employment; and
- (c) such other occasion allowed under the Superannuation Laws.

Reversionary Beneficiary is a Person nominated as beneficiary of a Pension Interest on the happening of an event nominated in a Conditional Pension Interest Agreement, Auto-Reversionary Pension Interest Agreement or otherwise in respect to a Pension Interest, on the death of the Member to which the Pension Interest is payable.

Roll-back includes the transfer of part or all of a Member Pension Interest to an Accumulation Interest in the Fund established for the Roll-back Member's benefit.

Roll-over means paid as a Lump Sum Payment (other than by way of being transferred) between Superannuation Funds within the superannuation system including an Employer Roll-over Superannuation Interest where the Superannuation Laws allow.

Roll-over Superannuation Interest includes the payment of a Lump Sum Payment, a Pension Interest or any other Superannuation Benefits or

deemed irrevocable, unless a written declaration striking or amending the term is made by the Trustee;

- (b) a term of administration or dealing in respect to any aspect of the Fund determined by the Trustee to be irrevocable, unless a written declaration striking or amending the term is made by the Trustee;
- (c) a Binding Death Benefit Nomination, SMSF Will, Alternate Decision-Maker Nomination settled by a Member in accordance with the Governing Rules, which is irrevocable except on the terms thereof, unless a written declaration striking or amending the Nomination is made by the Member;
- (d) a limitation of membership, segregation of an Asset, or other specific term under which the Trustee undertook or seeks to undertake a dealing resulting in concessional treatment under any State Duties Act which term is deemed irrevocable, unless a written declaration striking or amending the term is made by the Trustee and any relevant Members to which the benefit of the concessional treatment may apply (if any); and
- (e) such other term, Nomination or limitation deemed by the Trustee or Member as a Special Rule howsoever recorded.

For clarity, a Special Rule is not modified by an update, auto-upgrade or variation of the Governing Rules, unless the Specific Rule is specifically referred with particularity in such update, auto-upgrade or variation.

Specific Expenses means expenses incurred by the Trustee of the Fund that the Trustee is of the view relate directly to a Member Superannuation Interest, as well as those expenses the Trustee declares to be a Specific Expense.

Spouse has the meaning read at section 90MD of the *Family Law Act 1975 (Cth)*.

Successor Reversionary Beneficiary is as defined at Rule 35.3(c).

Superannuation Benefit includes a payment, the transfer of an Asset or a Payment-in-Kind, whether by way of a Lump Sum Payment or a Pension Interest from the Fund to a Member, Member's Dependant, Member's Beneficiary, Member's Legal Estate and/or other Person(s) authorised under the Superannuation Laws allow.

Superannuation Fund includes a provident, Retirement, welfare or benefit fund both within and outside Australia and for the sake of removing any doubt - the Fund.

Superannuation Interest is any interest in a Superannuation Fund created under the Superannuation Laws and the Governing Rules including but not limited to a Member Accumulation Interest, a Member Pension Interest and a Reserve Account.

Superannuation Interest Entitlement is the amount determined by the Trustee, at any particular time that is the amount, which if paid in either Cash or Assets of the Fund, would discharge the Trustee's liability in relation to the particular Superannuation Interest.

Superannuation Laws mean the *Commonwealth of Australia Constitution Act 1900*, *Superannuation Industry (Supervision) Act 1993 (Cth)*, *Income Tax Assessment Act 1936 (Cth)*, *Income Tax Assessment Act 1997 (Cth)*, *Corporations Act 2001 (Cth)*, *Social Security Act 1991 (Cth)*, *Veterans' Entitlements Act 1986 (Cth)*, *Family Law Act 1975 (Cth)*, *Bankruptcy Act 1966 (Cth)*, *Superannuation (Departing Australia Superannuation Payments Tax) Act 2007 (Cth)*, *Superannuation (Excess Non-Concessional Contributions*

Terminating Member is as defined at Rule 15.2.

Total Superannuation Interest means the total value of the Superannuation Interests of all Members in the Fund, but does not include Reserve Account Balances.

Transfer Balance Accounts has the meaning given in the Superannuation Laws.

Transfer Balance Cap has the meaning given in the Superannuation Laws.

Transfer Superannuation Interest includes the transfer of part or all of one or more of a Member's Superannuation Interests from a Superannuation Fund (including a Foreign Superannuation Fund and the Fund itself) to a Superannuation Interest of a Member, the Member's Spouse, other Member of the Fund, or another Eligible Entity.

Transition to Retirement Income Stream means a Pension Interest that meets the terms and conditions of a Transition to Retirement Income Stream, non-commutable Allocated Pension or non-commutable pension, as the terms are interpreted in the Superannuation Laws.

Trustee is the Trustee of the Fund howsoever constituted.

Trustee Law means whichever of the *Trustee Act 1925 (NSW)*, *Trustee Act 1958 (Vic)*, *Trustee Act 1936 (SA)*, *Trustees Act 1962 (WA)*, *Trusts Act 1973 (QLD)*, *Trustee Act 1898 (Tas)*, *Trustee Act 1925 (ACT)* and the *Trustee Act 1907 (NT)* applies, and any other Commonwealth, State or Territory legislation that relates to the duties, role and Investment Powers of a Trustee of a trust including a trust that is a SMSF or Superannuation Fund.

Trustee Ordinary Resolution means a vote cast in favour by not less than 51% (fifty one percent) of the votes available to be cast in a Trustee Meeting. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Trustee Meeting is a meeting of the Trustee(s) (if there be more than one) as required by the Governing Rules and the Superannuation Laws, conducted by any reasonable method (including but not limited to in person, by internet (including, but not limited to, Skype, Zoom or such other conferencing platforms available on the internet) and/or telephone) in which matters regarding the Fund are discussed. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Trustee Special Resolution means a vote cast in favour by not less than 75% (seventy five percent) of the votes available to be cast in a Trustee Meeting. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Value of the Assets of the Fund is the Value of the Assets of the Fund as determined by the Trustee of the Fund, subject to the Superannuation Laws, Audit Standards and any direction by the Regulator, which may include the Asset's historical cost, the replacement cost of the Asset, the Market Value of the Asset as at last accounting balance date or the current Market Value of the Asset. The Trustee may change valuation principles applicable to different Assets of the Fund unless the Superannuation Laws provide otherwise.

Value of the Member's Superannuation Interest is the value the Trustee determines in respect of a Member Superannuation Accumulation Interest

TABLE OF ANNEXURES

Annexure	Form Name
A	ALTERNATE DECISION-MAKER NOMINATION FORM
<p>The ALTERNATE DECISION-MAKER NOMINATION FORM is referred to at Rule 6 of the Governing Rules. This Form may be used by Members to register their preferred person to act for a period of time, if they lack Mental Capacity, or if they die.</p> <p><i>Note: This Nomination should be made in conjunction with the Member's Estate Planning.</i></p>	
B	APPLICATION FOR MEMBERSHIP FORM
<p>The APPLICATION FOR MEMBERSHIP FORM is referred to in Part Three of the Governing Rules. This Application may be required by the Trustee to be completed for any new Members of the Fund.</p>	
C	DEATH BENEFIT NOMINATION
<p>A DEATH BENEFIT NOMINATION FORM is referred to at Parts 9 and 10 of the Governing Rules.</p> <p><i>Note: A Pension Interest Agreement and SMSF Will take precedence to a Binding Death Benefit Nomination. A Binding Death Benefit Nomination takes precedence over a Non-Binding Death Benefit Nomination.</i></p>	

I have read and considered the instructions and have had the opportunity to obtain legal, financial and accounting advice before executing the nomination.

- If I elect through Table 1(B) and 1(C) I intend only to appoint the person(s) shown in Column 3 of Table 1(C).
- If the event shown at Table 1(B) occurs, then I appoint the person(s) shown in Column 1 of Table 1(C) to act in accordance with the decision-making requirements shown in Column 1 of Table 1(C).
- I appoint the person(s) shown in Column 1 of Table 1(A) to act in accordance with the decision-making requirements shown in Column 2 of Table 1(A).

TABLE 1(A) PRIMARY NOMINATION

Column 1 Appointee Director	Column 2 Address of Appointee Director	Column 3 Decision-Making Requirements
		Resolutive/Other
		Solely/Jointly/Minority
		Resolutive/Other
		Solely/Jointly/Minority

Resolution/Other

**TABLE 1(B)
TERMINATION EVENT**

(Please explain under what circumstances the Nomination at Table 1(A) would fail.)

**TABLE 1(C)
ALTERNATE NOMINATION**

Column 1 Alternate Decision- Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

I direct that the Nominations made at this Section Two will apply:

- during my lifetime while I have Mental Capacity, for the following period of time: _____
- during my lifetime while I am a Mentally Incapacitated Person, but not if I have Mental Capacity
- irrespective of my Mental Capacity (i.e. the Alternate Decision-Maker/s will act both if I have Mental Capacity and if I am a Mentally Incapacitated Person)

I acknowledge that the above Nomination shown in Tables 1(A) and 1(C) grants to the Person(s) shown in the Tables the power to make decisions during my lifetime in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund.

I confirm that I have also made an Enduring Power of Attorney with the above Nomination, and that the Trustee may request a copy of the Enduring Power of Attorney to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Enduring Power of Attorney in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Enduring Power of Attorney on the determination by a medical practitioner that I am a Mentally Incapacitated Person).

I understand that if I change my Enduring Power of Attorney I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Enduring Power of Attorney, and as shown above.

SECTION THREE: NOMINATION OF ALTERNATE DECISION-MAKER ON DEATH OF MEMBER

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the SISA and Parts 2, 9 and 10 of the Governing Rules of the Fund, on and from my death:

- I appoint the person(s) shown in Column 1 of Table 2(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(A).

SECTION FOUR: WITNESS CONFIRMATION

I confirm, by the execution of this Alternate Decision-Maker Nomination, that the Member shown in Section One read and executed Sections Two and Three of the Nomination and that I have independently verified the identity of the Member by way of inspection.

Witness Signature:	
Witness Full Name:	
Address:	
Telephone Number:	
Date:	

17. I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

Member Signature:	
Date:	

(The following text is mirrored from the reverse side of the page and is not legible.)

Member Name:	
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(a) The Nomination made in this form is:
 binding on the Trustee of the Fund, or
 non-binding.

(The following text is mirrored from the reverse side of the page and is not legible.)

(b) The Nomination made in this form is also:
 non-lapsing, or
 lapsing, and expires after:
 a period of 3 (three) years
 other

(The following text is mirrored from the reverse side of the page and is not legible.)

SECTION THREE: NOMINATION OF PRIMARY BENEFICIARY(IES) OF SUPERANNUATION INTERESTS

In the event of my death, I nominate the following (each being either my Legal Personal Representative and/or a Dependant of me) to be paid my Superannuation Interests in the Fund (excepting any part which is dealt with in accordance with a valid reversionary term of one or more Pension Interest Agreements):

OPTION ONE (if you wish 100% of your Superannuation Interests to pass to your Estate):

Please pay my Superannuation Interests held in the Fund to the Legal Personal Representative of my Estate.

OPTION TWO (if you wish less than 100% (or no part) of your Superannuation Interests to pass to your Estate):

Please pay my Superannuation Interests held in the Fund (excepting any part of my Superannuation Interests which are subject to a **valid** Auto-Reversionary Pension Interest Agreement or Conditional Pension Interest Agreement) as shown in Table 1. Complete Table 1 by:

- Entering the full name and address of the Primary Beneficiary at Table 1 Column A.
- Entering the relationship of the Primary Beneficiary to you at Table 1 Column B.
- If there is only one Primary Beneficiary, enter 100% in the corresponding Table 1 Column C. If there is more than one Primary Beneficiary, then the total of the percentages at Table 1 Column C must add up to 100%.
- Enter how you approve the benefit to be paid to the Primary Beneficiary in Colum D. If you wish the benefit to be paid as a Pension, mark (**P**). If you wish the benefit to be paid as a Lump Sum, mark (**LS**). If you allow the Primary Beneficiary to nominate his/her own preference, then mark (**PBP**).
- If you wish to nominate additional Primary Beneficiaries, please note that you are expanding this Section Three, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- *Note: if you wish to pay any part of the benefit to the Legal Personal Representative of your Estate, then please insert "Legal Personal Representative of my Estate" at Table 1 Column A, enter nothing under Table 1 Column B, and record the percentage at Table 1 Column C.*

Column A	Column B	Column C	Column D
Primary Beneficiary Name and Address:	Relationship:	% of Benefit:	As a Pension (P), Lump Sum Payment (LSP) or Primary Beneficiary discretion (PBD)?

2			

SECTION FIVE: MEMBER DECLARATION

I confirm:

1. In the event I have not answered Section Two(b), this Nomination is deemed to be a **lapsing nomination**, and expires after a period of 3 (three) years or as otherwise shown.
2. In the event I have not answered Section Two(a), this Nomination is deemed to be a **non-binding nomination**.
3. If this is a **non-binding nomination**, I understand that my Alternate Decision-Maker will determine in its discretion who receives my Superannuation Interests (excepting that part which is supporting a valid Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term.)
4. If this is a lapsing nomination, I acknowledge that this nomination is valid until the event indicated in Section Two(b) and acknowledge that it is my responsibility to provide the Trustee with a new Death Benefit Nomination Form prior to expiry of the existing nomination.
5. I acknowledge that, in the event this Death Benefit Nomination Form lapses, is revoked or ceases to be valid at the date of my death, and a new Nomination has not been made by me and accepted by the Trustee, then the payment of my Superannuation Interests will be made at my Alternate Decision-Maker's discretion.
6. I understand that if I my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, then provided the reversionary terms are valid and effective on my death, then that part of my Superannuation Interests will not be dealt with under this Section Three.
7. I understand that if my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, and the reversionary terms are not valid and effective on my death, then that part of my Superannuation Interests will be included in the distribution made under this Binding Death Benefit Nomination.
8. I understand that, if I make this a **binding nomination**, any existing Binding Death Benefit Nomination Form or SMSF Will will be revoked and replaced.
9. I confirm that the beneficiaries nominated are a Dependant of me in accordance with the *Superannuation Industry (Supervision) Act 1993 (Cth)*, or my Legal Personal Representative.
10. I understand I should review my Death Benefit Nomination Form regularly, especially when my circumstances change (e.g. marriage, having children or any other life changing event), to ensure my nomination is always up to date.
11. I have had the opportunity to read Parts 9, 10 and 11 of the Governing Rules, and have had the opportunity to seek legal, financial and accounting advice before making this nomination.
12. I declare that the information I have provided to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I request that the Trustee accept my nomination listed above.

Member Signature:	
Date:	