

TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

Binding Death Benefit Nomination

Binding Death Benefit Nomination in accordance with the SIS Act 1993

The operation of the Fund, of which you are a Member or are being invited to be a Member, is governed by a document called a Trust Deed. The Trustee of the Fund is bound to act in accordance with the requirements of the Trust Deed in administering the Fund.

Under the Trust Deed, the Trustee has a discretion to decide whether, in the event of your death, to pay the death benefit, which is payable to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) and/or to dependants of yours, and in what proportions.

However, the Trust Deed also enables you to override the Trustee's discretion by you giving a binding direction to the Trustee. This is a direction to the Trustee to pay any death benefit payable either to your estate or to dependants specified by you (or both) and in the proportions that you specify.

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death (see "Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination") or you can give a binding direction to the Trustee by completing the direction in this Nomination or you can give a non-lapsing binding nomination under clause 24.6A of the Governing Rules of the Fund (see "Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination").

Important Points about Binding Nominations

If you decide to give a binding direction by completing this Nomination, it is important for you to note the following:

1. You can only direct the Trustee to pay the benefit either to your Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) or to the dependants that you specify on this Nomination (or both).
2. If you wish to give such a direction to the Trustee, you must specify the percentage of your total death benefit which is to be paid to each of the estate or your dependants, or both.
3. You can confirm, amend or revoke this Nomination at any time by giving written notice to the Trustee.
4. The direction that you give automatically ceases to have any effect 3 years after the date on which you sign and date this Nomination. If the direction ceases to have effect, the Trustee will have a discretion to decide who to pay the death benefit to.
5. If, on this Nomination, you direct the Trustee to pay any part of your death benefit to a person who is not a dependant (as described below), your direction will be void and of no effect and the Trustee will be required to decide to whom to pay your death benefit.
6. For the purposes of the Trust Deed, a dependant is:
 - a spouse of a Member
 - any children of a Member
 - any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and

(d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

(a) all of the circumstances of the relationship between the persons, including (where relevant):

- (i) the duration of the relationship
- (ii) whether or not a sexual relationship exists
- (iii) the ownership, use and acquisition of property
- (iv) the degree of mutual commitment to a shared life
- (v) the care and support of children
- (vi) the reputation and public aspects of the relationship
- (vii) the degree of emotional support
- (viii) the extent to which the relationship is one of mere convenience, and
- (ix) any evidence suggesting that the parties intend the relationship to be permanent.

(b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

If you have any doubt as to whether a person you wish to nominate to receive any part of your death benefit is a dependant, you should seek advice from the Trustee before completing this Nomination.

7. For this Nomination to be effective, it must be signed and dated by you in the presence of 2 witnesses who are both at least 18 years old and neither of the witnesses can be a person who you have nominated to receive a part of your death benefit.

8. In order for the Binding Nomination to be valid, it must be fully completed.

Please ensure the Nomination, Member Declaration and Witness Declaration are completed.

Please ensure that the beneficiaries named in this Nomination are dependants and/or your Legal Personal Representative.

Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate.

9. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

10. If your estate i.e. your Legal Personal Representative is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

Binding Death Benefit Nomination

Name of Fund:

Member's Name:

(Minor's Name if on behalf of minor)

Address:

Date of Birth:

Occupation:

Telephone:

Fax:

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.

2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.

3. It is not compulsory to complete this Nomination. Details of who a death benefit will be paid to in the situation where there is no valid Nomination can be found in Trustee Information Memorandum to Members – Binding Death Benefit Nomination.

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Member Declaration

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- I can amend or revoke this Nomination at any time by providing a new Nomination to the Trustee(s) of the Fund, signed and dated by myself in the presence of two witnesses who are aged 18 years or over;
- Unless amended or revoked earlier, this Nomination is binding on the Trustee for a period of 3 years from the date it is first signed or last confirmed;
- This Nomination revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries;
- If this Nomination is not correctly completed, it may be invalid;
- If I have nominated persons who are not dependants or my Legal Personal Representative (that is, the executor of my will or the administrator granted letters of administration of my estate if I do not leave a

will), the direction contained in the Nomination will be void and of no effect and the Trustee will have a discretion as to whom the benefit is payable and in what proportion.

I acknowledge that I have been provided with information by the Trustee of the Fund that enables me to understand my rights to direct the Trustee to pay my Death Benefit in accordance with this Nomination.

Signature of Member:

Date:

Witness Declaration

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

Signature of Witness:

Date:

Print Name of Witness:

Witness Date of Birth:

Signature of Witness:

Date:

Print Name of Witness:

Witness Date of Birth:

TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

Indicative Non-Binding Death Benefit Nomination

Indicative Non-Binding Death Benefit Nomination

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death by completing the direction in this Nomination, or you can give a binding direction to the Trustee (see “Trustee Information Memorandum to Members – Binding Death Benefit Nomination”) or you can give a non-lapsing binding nomination under clause 24.6A of the Governing Rules of the Fund (see “Trustee Information Memorandum to Members – Non-Lapsing Binding Nomination”).

Important Points about Indicative Non-Binding Nominations

1. This Nomination Notice is not binding. The Trustees will take it into account in the event that a benefit is paid from the Fund on your death. However the Trustees have complete discretion as to which of your dependants and/or Legal Personal Representative (that is, to the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will) may receive the benefit and in what proportion. If there are no dependants or Legal Personal Representative, the benefit may be payable to a person(s) or your estate as determined by the Trustees.

2. The beneficiaries named in this Notice must be dependants and/or your Legal Representative.

3. For the purposes of the Trust Deed, a dependant is:

- a spouse of the Member
- any children of the Member
- any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
 - (i) the duration of the relationship
 - (ii) whether or not a sexual relationship exists
 - (iii) the ownership, use and acquisition of property
 - (iv) the degree of mutual commitment to a shared life
 - (v) the care and support of children

- (vi) the reputation and public aspects of the relationship
- (vii) the degree of emotional support
- (viii) the extent to which the relationship is one of mere convenience, and
- (ix) any evidence suggesting that the parties intend the relationship to be permanent.

(b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

4. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

5. If your estate i.e. your Legal Personal Representative is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

Indicative Non-Binding Death Benefit Nomination

Name of Fund:

Member's Name:

(Minor's Name if on behalf of minor)

Address:

Date of Birth:

Occupation:

Telephone:

Fax:

Nomination

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			

**Legal Personal
representative (your
estate)**

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Member Declaration

I, the Member named above, request the Trustee of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that:

- in the event of my death, the Trustee has complete discretion as to which of my dependants and/or estate will receive any death benefit payable.
- this Notice revokes and amends any previous notice supplied to the Trustee of the Fund in regard to my nominated beneficiaries.

Signature of Member:

Date:

TRUSTEE INFORMATION MEMORANDUM TO MEMBERS

Non-Lapsing Binding Death Benefit Nomination

Non-Lapsing Binding Death Benefit Nomination

You may elect for the Trustee to exercise the discretion given to it to decide who to pay your benefit to, in the event of your death (see “Trustee Information Memorandum to Members – Indicative Non-Binding Death Benefit Nomination”) or you can give a binding direction to the Trustee (see “Trustee Information Memorandum to Members – Binding Death Benefit Nomination”) or you can give a non-lapsing binding nomination under clause 24.6A of the Governing Rules by completing the direction in this Nomination.

Important Points about Non-Lapsing Binding Death Benefit Nominations

1. This Memorandum refers to a **Non-Lapsing Binding Death Benefit Nomination** under clause 24.6A of the Governing Rules of the Fund.

2. Clause 24.6A of the Governing Rules of the Fund says:

24.6A Non-lapsing death benefit nomination - Death Benefit requested rule:

If the Trustees are given a written notice by a Member requesting that benefits be paid following the death of that Member to a person or persons or other permitted payees then the Trustees must:

- (a) by written resolution, accept the terms of the Member’s notice; or
- (b) give written notice to the Member of a proposed rule in respect of the death benefit specifying the terms thereof in accordance with the Member’s request

AND on the date of that resolution referred to in (a) or the date of the written acceptance by the Member of the death benefit rule referred to in (b), the Trustees are bound by those terms unless and until that Member and the Trustees otherwise in writing agree or until a later binding nomination in accordance with the SIS Act is given to the Trustees or a later non- lapsing nomination is given effect under (a) or (b).

3. This Nomination Notice must be fully completed in accordance with the details below:

The beneficiaries named in this Notice must be dependants and/or your Legal Personal Representative (that is, the executor of your will or the administrator granted letters of administration of your estate if you do not leave a will). For the purposes of the Trust Deed, a dependant is:

- a spouse of a Member
- any children of a Member
- any other person (whether related to the Member or not) with whom the Member has an interdependency relationship.

"Spouse" includes a de facto spouse and "children" includes step-children, adopted and ex-nuptial children.

Two persons (whether or not related by family) have an "interdependency relationship" if:

- (a) they have a close personal relationship;
- (b) they live together;
- (c) one or each of them provides the other with financial support; and
- (d) one or each of them provides the other with domestic support and personal care.

If two persons (whether or not related) have a close relationship, but do not satisfy these requirements because either or both of them suffer from a physical, intellectual or psychiatric disability, they are considered to have an interdependency relationship.

The following matters are to be taken into account when determining whether two people have an

interdependency relationship, or had an interdependency relationship immediately before death:

- (a) all of the circumstances of the relationship between the persons, including (where relevant):
 - (i) the duration of the relationship
 - (ii) whether or not a sexual relationship exists
 - (iii) the ownership, use and acquisition of property
 - (iv) the degree of mutual commitment to a shared life
 - (v) the care and support of children
 - (vi) the reputation and public aspects of the relationship
 - (vii) the degree of emotional support
 - (viii) the extent to which the relationship is one of mere convenience, and
 - (ix) any evidence suggesting that the parties intend the relationship to be permanent.
- (b) the existence of a statutory declaration signed by one of the persons to the effect that the person is, or (in the case of a statutory declaration made after the end of the relationship) was, in an interdependency relationship with the other person.

Each one of the above need not be met and the extent to which any one matter exists or does not exist does not necessarily of itself confirm or exclude an interdependency relationship.

4. Your Legal Personal Representative is either the person named as your executor in your will, or, if you do not have a valid will at the date of your death, the person who applies for and has been granted letters of administration for your estate.

5. Should you wish to nominate your legal personal representative, please write 'Legal Personal Representative' as the name of the beneficiary.

6. If your estate i.e. your Legal Personal Representative, is to be paid a benefit, the death benefit will form part of your estate and will be distributed as part of your estate in accordance with your will, however, if you do not have a valid will on the date of your death, distribution of your estate will be in accordance with the laws of intestacy. The Court has power in some instances to, in effect, alter your will and the persons who might otherwise be entitled as beneficiaries of your estate. You should seek legal advice in this regard.

Non-Lapsing Binding Death Benefit Nomination (Clause 24.6A)

Name of Fund:

Member's Name:

(Minor's Name if on behalf of minor)

Address:

Date of Birth:

Occupation:

Telephone:

Fax:

1. The Nomination must be signed and dated by you in the presence of two witnesses aged 18 years or over. Both witnesses must also provide their date of birth, sign and date the Nomination. It is important to note that the witnesses cannot be persons nominated as beneficiaries.
2. If any of this information is not provided, then your Nomination may be invalid. The Trustee will contact you for clarification if this is the case.
3. It is not compulsory to complete this Nomination.

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Name	Relationship	DOB	Gender	Proportion of Death Benefit
	<input type="checkbox"/> Spouse			
	<input type="checkbox"/> Child			
	<input type="checkbox"/> Interdependency relationship			
	<input type="checkbox"/> Other dependant			
	<input type="checkbox"/> Legal Personal representative (your estate)			

Member Declaration

I, the Member named above, direct the Trustee(s) of the Fund to pay my death benefit to the above person(s) in the proportions shown.

I understand that this Nomination is a non-lapsing binding nomination under clause 24.6A of the Governing Rules of the Fund.

This Notice revokes any previous notice supplied to the Trustee of the Fund with regard to the nomination of death benefits.

Signature of Member:

Date:

Witness Declaration

We declare that:

- this Nomination was signed by the Member in our presence;
- we are aged 18 or more; and
- we are not named as beneficiaries.

Signature of Witness:
Print Name of Witness:
Witness Date of Birth:

Date:

Signature of Witness:
Print Name of Witness:
Witness Date of Birth:

Date: