

TOVEPRONE PTY LIMITED SUPERANNUATION FUND

APPLICATION FOR MEMBERSHIP

TO: The Trustee, Toveprone Pty Limited Superannuation Fund

I hereby apply for admission to membership of the above fund.

I agree and undertake as follows:

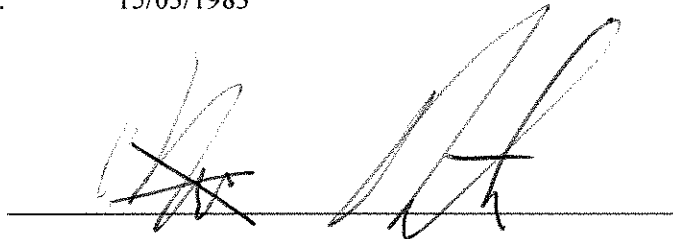
1. I will be bound by the Trust Deed governing the Fund.
2. I acknowledge receipt from the Trustee of the Notice to New Members regarding the terms and conditions of the Deed concerning my rights and the rights of my dependants pursuant to the Deed and of the benefits payable under the Fund.
3. I consent to the Trustee named above acting as Trustee.
4. I am an eligible person as defined in the Trust Deed governing the Fund being a person who:
 - has received income as a consequence of having worked at least 10 hours per week in any period during the two years immediately prior to the date I have joined this fund; or
 - has retired from paid employment and benefits amassed in other eligible funds are to be transferred to this fund; or
 - otherwise meets eligibility criteria expressed or impliedly contained in the Trust Deed.

NAME: Philippa Claire Smith

ADDRESS: 32 Crowther Avenue Greenwich NSW 2065

DATE OF BIRTH: 15/03/1983

SIGNED:

Two handwritten signatures are written over a horizontal line. The signature on the left is more stylized and appears to be 'P. Smith'. The signature on the right is also stylized and appears to be 'P. Smith'.

DATED: 5 January 2007

SUPERANNUATION
INDIVIDUAL TAX FILE NUMBER NOTIFICATION VIA FUND TRUSTEE

This form may only be used to pass on your tax file number to your superannuation fund.

FUND NAME: Toveprone Pty Limited Superannuation Fund

FUND ADDRESS: 32 Crowther Avenue Greenwich NSW 2065

TRUSTEE NAME: Toveprone Pty Limited ACN 003 770 152

YOUR NAME: Philippa Claire Smith

YOUR ADDRESS: 32 Crowther Avenue Greenwich NSW 2065

DATE OF BIRTH: 15/03/1983

SEX: MALE ☐ FEMALE ☒

I agree to provide my
Tax File Number YES ☒ NO ☐

My Tax File Number is: 422 139 648

Signature: _____

Date: 5 January 2007

Collection of tax file numbers is authorised by tax laws, the *Superannuation Industry (Supervision) Act 1993* and the *Privacy Act 1988*. Changes to the tax file number law require trustees to ask you to provide your tax file number for the purposes contained in the *Superannuation Industry (Supervision) Act 1993* and for the purposes of paying eligible termination payments.

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office when you receive a benefit or having unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee will not pass your tax file number to any other fund if you tell the trustee in writing that you do not want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later:

- you may pay more tax on your superannuation benefits than you have to (you will get this back at the end of the financial year in your income tax assessment); and
- it may be more difficult to find your superannuation benefits if you change address without notifying your fund or to amalgamate any multiple superannuation accounts.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

For more information, please contact your fund or the Australian Taxation Office Superannuation Helpline (on 13 10 20).

**SUPERANNUATION FUND
BINDING DEATH NOMINATION**

TO: Toveprone Pty Limited ACN 003 770 152 (The Trustee)

I, Philippa Claire smith

of 32 Crowther Avenue Greenwich NSW 2065

being a member of the above superannuation fund hereby nominate the person(s) listed below as may Nominated Dependants to whom any Benefits to which I am entitled as at my death must be paid:

NAME AND ADDRESS OF DEPENDANT(S)	RELATIONSHIP	BENEFIT (Amount or percentage of total Benefit)

I understand that this nomination expires when revoked or amended by me.

SIGNED: _____

DATED: _____

WITNESS DECLARATION

I hereby declare that:

1. I have not been nominated as a Beneficiary pursuant to this instrument.
2. This instrument was executed in my presence.

Name of witness: NICHOLAS CHAHDA

SIGNED: _____

DATED: _____

WITNESS DECLARATION

I hereby declare that:

1. I have not been nominated as a Beneficiary pursuant to this instrument.
2. This instrument was executed in my presence.

Name of witness: _____

SIGNED: _____

DATED: _____

NEW MEMBER BENEFIT ENTITLEMENT STATEMENT
TOVERPONE PTY LIMITED SUPERANNUATION FUND
("Fund")

Trustee: Toveprone Pty Limited ACN 003 770 152
Name of Member: Philippa Claire Smith
Date of this Statement: 5 January 2007

SUMMARY OF MAIN FEATURES OF THE FUND

- The Fund provides benefits to you on your retirement or in the event of your death or permanent and total disablement.
- The circumstances in which benefits are payable are more fully described in this statement and in the trust deed which governs the operation of the Fund and which you are entitled to inspect.
- The Fund is administered by the trustee referred to above and is conducted in accordance with terms of the trust deed governing the operation of the Fund (otherwise known as the governing rules).
- If you have any queries about any aspect of the operation of the Fund, your enquiry should be directed to the trustee.
- Your benefit in the Fund arises from amounts paid to the Fund (called contributions) by and for you.

KEY EXPRESSIONS

Before reading this statement, you will need to know the meaning of some terms which are used. These terms are:

Dependants: means, at the relevant date, your spouse or defacto spouse, widow, widower, children or any other person who, in the opinion of the trustee, is dependent on you or whom you have a legal or moral obligation to support.

Member's Benefit: is the balance standing to your credit in the account that the trustee is required to maintain in your name, plus the value (if any) of any policy of insurance owned by the trustee on your life or paid for out of the amount standing to your credit in your member account.

Permanently Disabled: means:

- (a) disablement, as in the opinion of the trustee of the Fund, which has rendered you unlikely to ever again engage in gainful employment for which you are reasonably qualified by training, education or experience; or
- (b) if any part of the benefit payable on permanent disablement is insured, the definition of permanent disablement contained in the policy document evidencing the contract of insurance.

However, you should note that, for the purposes of payment of any part of your benefit that is a Preserved Benefit, the trustee is only able to regard

you as being Permanently Disabled if your disability is such that it comes within the definition in the legislation governing the operation of superannuation funds.

Preserved Benefit:

is part of your Member's Benefit which is required to be retained in the superannuation system until you retire from the workforce and reach age 55 (or any other age as is specified in the legislation) or until the earlier of your death or permanent and total disablement.

CONTRIBUTIONS TO THE SUPERANNUATION FUND

You may contribute to the Fund any amount as is agreed on between you and the trustee of the Fund.

Your spouse may also contribute to the Fund for you.

BENEFIT ENTITLEMENTS

Benefit payable on retirement

Subject to the provisions of the trust deed governing the Fund, you are entitled to your Member's Benefit on the happening of any of the following events:

- your retirement from the workforce and attaining age 55 or the age specified in the legislation as your preservation age;
- your retirement from any gainful employment having attained age 60; and
- on your 65th birthday, unless, subject to the rules mentioned below, you decide to defer receipt of the benefit.

Once you reach age 65 some special rules apply. These are:

- if, on or after attaining age 65, you are gainfully occupied for less than 10 hours a week, the trustee of the Fund must pay you your Member's Benefit.
- if, after attaining age 65, you are gainfully occupied for 10 or more hours a week but less than 30 hours a week, the trustee must pay you your Member's Benefit on the earlier of the number of hours per week that you work reduces below 10 or your 75th birthday.
- if, after attaining age 65, you continue to be gainfully occupied for more than 30 hours a week, you can leave your Member's Benefit in the Fund but if, on or after attaining age 75, the number of hours you work each week falls below 30, the trustee must, at that time, pay you your Member's Benefit.
- if, on reaching age 65, you continue to be gainfully occupied, you can nevertheless request the trustee to pay you your Member's Benefit.

Benefit payable on death

If you die, the amount of your Member's Benefit will be payable by the trustee to your estate, or to one or more of your Dependants, and in such shares and proportions as the trustee, in its absolute discretion, determines. You can, however, give a binding direction to the trustee as to which Dependants are to be paid your death benefit. Such a direction must be given in the manner stated in the legislation.

If the trustee is unable to establish that you have any Dependants, your benefit will be paid to your estate. If, at the date of death, you do not have any Dependants and if a legal personal representative (an executor or

administrator) is not appointed in respect of your estate, your benefit can be paid to a person selected by the trustee.

Benefit payable on disablement

If you become Permanently Disabled you will be entitled to be paid your Member's Benefit.

If you are unable to manage your own affairs, the benefit payable will be paid to a trustee for you or to such of your Dependants and in proportions as the trustee of the fund determines.

If the proceeds of a temporary disablement insurance policy owned by the trustee on your life become payable as a result of temporary disablement, the proceeds of that policy will be paid to you or your Dependants.

Financial hardship

Under the trust deed, the trustee is given the power to pay all or part of your Member's Benefit before you attain age 55, if the trustee is satisfied that you would suffer financial hardship if part or the whole of your benefit is not paid to you. The circumstances in which such a payment can be made are very restricted.

MODE OF PAYMENT OF BENEFIT

The trustee of the Fund is given a discretion to pay your benefit by way of lump sum or by way of pension or annuity.

The pension can be an allocated pension or a lifetime pension or a fixed term pension.

SOME OTHER POINTS ABOUT THE FUND

Policies of insurance and annuities

The trustee of the Fund may apply any part of the amount standing to your credit in the Fund in the payment of premiums on a policy or policies of life insurance.

Loans

Under current legislation, your benefits cannot be used to arrange a loan from the Fund or as security for a loan from another source.

Forfeited benefits

The trust deed for the Fund provides that your Member's Benefit will be forfeited in the circumstances which are listed below.

1. Your Member's Benefit will be forfeited if the trustee is of the opinion that you have attempted to assign, alienate, charge or encumber all or part of your Member's Benefit.
2. Your Member's Benefit will be forfeited if you are declared mentally ill or become liable to have your affairs dealt with under the laws relating to mental health.
3. Your Member's Benefit will be forfeited if your whereabouts cannot be traced by the trustee for a period of 3 years after making reasonable enquiries.

Broadly speaking, under the terms of the trust deed, the trustee must apply your forfeited Member's Benefit for the benefit of you or such of your Dependants as the trustee decides. Any part of your forfeited Member's Benefit which the trustee is unable to apply in this way must be credited to the reserve account and then dealt with in the manner stated in the trust deed.

Trust Deed

The terms and conditions governing the Fund and your entitlements are set out in the trust deed for the fund which is available for your inspection.



For and on behalf of the trustee
of the Fund.