CUSTOMER INFORMATION BROCHURE

Incorporating a Key Features Statement

Issue Date -18 April 2002 Expiry Date -17 April 2003

This document contains a Key Features Statement, an important document which describes the main features of the superannuation product that is being offered.

Your Prosperity

SUPERANNUATION TRUST

The Trustee of the Your Prosperity Superannuation Trust is Your Prosperity Ltd ABN 66 077 305 652 91–97 William Street Melbourne Victoria 3000 Telephone 1800 062 061 Facsimile (03) 9627 2000 Website www.yourprosperity.com.au

yourprosperity.com.au online investing

TRUSTEE

Your Prosperity Ltd ABN 66 077 305 652 References to 'Your Prosperity', 'Trustee', 'we', 'us' or 'our' should be read as Your Prosperity Ltd. Telephone: 1800 062 061 Email: your_prosperity@yourprosperity.com.au Head Office 91–97 William Street Melbourne VIC 3000 Registered Office Level 6, 105–153 Miller Street

North Sydney NSW 2060

CUSTODIAN RBC Global Services Australia Pty Limited ABN 61 096 853 888 Level 4, 333 Collins Street Melbourne VIC 3000

AUDITOR KPMG

45 Clarence Street Sydney NSW 2000

This brochure should be read in conjunction with the Your Prosperity Superannuation Trust Investment Options ('Investment Options') brochure and the Your Prosperity Superannuation Trust's ('Super Trust') most recent Annual Report. Copies of the Investment Options brochure and most recent report are available on Your Prosperity's website or upon request from Your Prosperity.

The Super Trust is a superannuation fund. The Trustee of the Super Trust, Your Prosperity Ltd, is responsible for the management of the Super Trust and is an approved trustee for the purposes of the Superannuation Industry (Supervision) Act 1993 ('SIS'). Your Prosperity Ltd is a member of the National group of companies. An investment in the Super Trust is an investment in a superannuation fund. This offer is open only to people receiving this brochure in Australia who are Australian residents.

Disclaimer

This offer is only open to persons receiving the Customer Information Brochure incorporating a Key Features Statement in Australia. You can request a free paper copy of the Customer Information Brochure incorporating the Key Features Statement before the expiry date stated on the front cover.

An investment in the Your Prosperity Superannuation Trust does not represent either a deposit with or other liability of National Australia Bank Limited ABN 12 004 044 937 or any other member company in the National Australia Bank Group and is subject to investment risk including possible delays in repayment and loss of income and capital invested. None of National Australia Bank Limited, Your Prosperity Ltd, other member companies in the National Australia Bank Group of companies, RBC Global Services Australia Pty Limited or their respective related entities, the fund managers of the investments, any trustees or responsible entities of those investments or their respective officers stands behind the capital value and/or guarantees the performance of the specific investments selected by Members of the Your Prosperity Superannuation Trust or the performance of the Your Prosperity Superannuation Trust generally. The Custodian is an agent of the Trustee and may only act in accordance with the terms of the Custody Agreement between the Custodian and the Trustee.

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This Key Features Statement follows requirements set by the Australian Securities and Investments Commission. It will help you to:

- decide whether this product will meet your needs; and
- compare this product with others you may be considering.

IMPORTANT NOTICE

Due to the level of investment returns earned by the Super Trust and the Super Trust's charges, if you leave the Super Trust within a few years of joining, you may get back less than you paid in.

1.1 ABOUT THE SUPER TRUST

The Super Trust is a superannuation fund that can help you, as a member of the Super Trust ('Member'), take greater control of your superannuation savings.

The Super Trust offers Members choice, simplicity and efficiency.

- You build your Super Trust portfolio by choosing from a range of managed funds, managed by reputable and experienced fund managers, and cash, invested as a 'Cash Account' with a competitive rate of interest;
- You pay fees at wholesale rates on the managed funds which can represent a saving compared with the fees on equivalent retail managed funds;
- RBC Global Services Australia Pty Limited, as custodian, holds all investments in safe custody;
- Your Prosperity administers all the financial records relating to your benefit within the Super Trust including the recording of all income receipts, calculation and payment of your benefits and tax information;
- You are normally offered detailed and accessible information featuring daily reporting on your Member Account ('Account') and each investment within it, on Your Prosperity's website;
- You can easily set up contributions to your Super Trust Account at a frequency and for amounts which suit you;
- Your employer can make contributions to your Account to meet Superannuation Guarantee obligations;
- · You pay no entry or exit fees; and
- The Super Trust and many of its features have been designed on the basis that you have access to the Internet.

You will be asked to confirm on the Application form that you are an Internet user.

1.2 CONTRIBUTIONS

The Super Trust can accept the following types of contributions:

- Rollovers or transfers of your benefits from another superannuation fund;
- Mandatory and voluntary employer contributions made for you (including Superannuation Guarantee contributions);
- Voluntary contributions from you, generally, if you are under 70 years of age and employed or self-employed for at least 10 hours per week. There are other circumstances in which you can make contributions; and
- Spouse contributions, which are contributions made by your spouse for you generally if you are under 70 years of age.

Your initial contribution or rollover/transfer must be a minimum of \$2,000. You can make subsequent contributions at any time, provided you satisfy the above requirements.

Contributions can be made in the following ways:

- by cheque, crossed 'not negotiable', made payable to RBC Global Services Australia Nominees Pty Limited ACF Your Prosperity Super Trust;
- by completing a Direct Debit Request and requesting the Trustee to debit your financial institution account on a date and at a frequency you nominate; and
- by completing a BPAY request via your BPAY transaction provider.

See Section 2.4 for more details on contributions.

Regular contributions are subject to a minimum of \$100.

If the Investment Value of your Account falls below \$1,300, you may be requested to make further contributions or the Trustee may transfer your Account to an Eligible Rollover Fund ('ERF') (see Section 4.5 for information on the Super Trust's ERF). The Investment Value means the value of your Cash Account and your managed fund investments.

If your Cash Account falls below \$300 or 0.25% of the Investment Value of your Account, whichever is the greater, plus your accumulated tax liability (together the 'Minimum Cash Balance'), the Trustee may request that you increase your Cash Account to the Minimum Cash Balance (see Section 2.7 for more information on your accumulated tax liability).

The minimum investment in any one managed fund option is \$1,000.

1.3 BENEFITS

The Super Trust provides Members with a lump sum benefit. The value of the benefit payable to you is the amount of your Cash Account plus the withdrawal value of the managed fund investments that you have selected (if any), less charges, taxes and Superannuation Contributions Tax and Surcharge (if any). Further details are contained in the Trust Deed for the Super Trust.

The withdrawal value of units in managed funds is the price at which units in the managed fund can be sold. The unit price is based on the market value and is typically the market value of the assets in the relevant managed fund less any charges of the managed fund divided by the number of units issued in the managed fund.

Superannuation benefits will be paid to you when you reach the age of 65, permanently retire after reaching your preservation age or become totally and permanently disabled. Superannuation benefits will be paid to your nominated beneficiaries or legal personal representative, if you die. In addition, there are other circumstances in which benefits will be paid, see Sections 2.10 to 2.12 for more information about your benefits.

1.4 RESTRICTIONS ON WHEN YOU CAN GET Access to your benefits

Superannuation is a long term investment. The Government has placed restrictions on when you can get access to your benefits. In general, you cannot get your benefits paid to you until you have reached age 65 years, or have reached your preservation age and have retired.

The Super Trust has a minimum withdrawal amount of \$1,000, unless you are withdrawing your entire Account. In addition, you cannot make a withdrawal if after the withdrawal, the amount in your Cash Account is below the Minimum Cash Balance.

1.5 INVESTMENT STRATEGIES YOU CAN CHOOSE

The Super Trust offers you the choice of a Cash Account and a range of managed funds. The investments from which you can choose are detailed in the Your Prosperity Superannuation Trust Investment Options ('Investment Options') brochure, accompanying this brochure. The circumstances in which you can change investment options are stated in Section 2.9.

What are the risk profiles of the investment strategies?

The risk profiles of the investment strategies or options offered are set out in the Investment Options brochure accompanying this brochure.

Your investment in the Super Trust is not guaranteed. The value of your investment can rise or fall.

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1.6 RELATIONSHIP BETWEEN THE TRUSTEE, Some managed funds offered and some Service providers

Your Prosperity Ltd, the Trustee of the Super Trust, is a wholly owned subsidiary of National Australia Bank Limited ABN 12 004 044 937 ('National Australia Bank').

MLC Investments Limited ABN 30 002 641 661 ('MLC Investments') is also a wholly owned subsidiary of National Australia Bank. MLC Investments is the trustee and responsible entity for the MLC Investment Trust funds available through the Super Trust. MLC Investments is entitled to receive a management fee from each MLC Investment Trust fund. In addition, MLC Investment Management, a division of National Corporate Investment Services Limited (a wholly owned subsidiary of National Australia Bank), provides investment management services to MLC Investments in respect of the MLC Investment Trust funds. MLC Investment Management is entitled to receive a fee for these services. The fee is paid by MLC Investments from the management fee it receives from each of the MLC Investments Trust funds.

At the discretion of the Trustee, the Trustee may also make available other underlying managed funds through the Super Trust which are managed or offered by the National Australia Bank or its associates. National Australia Bank or its associates may earn fees from these funds. National Australia Bank or its associates may hold deposits and manage cash held in the Cash Account.

The Trustee advises you that under the law, where the Trustee invests money of the Super Trust it must deal with the other party to the investment transaction at arm's length or on arm's length terms.

The Trustee uses the management and administration services of MLC Management Limited which is a wholly owned subsidiary of National Australia Bank. The arrangement is on commercial terms and fees are paid out of the Trustee's own money to MLC Management Limited.

The Trustee undertakes that it will not deal with service providers to the Super Trust who are associates of the Trustee, more favourably than it would deal with any other independent service providers.

1.7 INVESTMENT RETURNS EARNED IN RECENT YEARS

The Super Trust allows you to choose the investments to be held in your Account. As a result, the investment returns achieved in your Account will depend upon the investments you select.

Details of recent investment performance of the investment options available through the Super Trust are contained in the Investment Options brochure.

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NOTE: Past performance should not be taken as an indication of future performance.

1.8 WHAT ARE THE CHARGES?

Every type of charge that may be charged by the Super Trust is fully described in this Section. The Trustee undertakes not to deduct any other types of charges without your specific written consent (other than in respect of government taxes and charges).

Contribution Charges

There is no charge for making contributions to the Super Trust.

Ongoing management charges

Each Member will be charged an ongoing Management Fee, as set out in the table below:

Investment Value of your Account	Management Fee Rate
First \$150,000	0.65% p.a
Next \$350,000	0.50% p.a
Balance over \$500,000	0.25% p.a

The Management Fee accrues daily and is based on the daily Investment Value of your Account. Investment Value means the value of your Cash Account and your managed fund investments.

The Management Fee is deducted from your Cash Account on the last day of each month.

You may link your Account to other Super Trust accounts or Your Prosperity's Portfolio Service¹ accounts that belong (or are connected) to you or your immediate family for the purpose of reducing the Management Fee on your Account. We calculate the management fee for linked accounts based on the total investment value of the linked accounts. See Section 2.8 for more details.

Exit charges

There is no exit charge when a Member leaves the Super Trust, or when an amount is withdrawn.

Switching charges

There is no switching charge when a Member changes from one investment to another.

Fund manager charges

In addition to the charges imposed by the Super Trust, there are charges imposed by fund managers of each of the managed funds offered, such as ongoing investment management fees. These fees are generally deducted from the distribution received from the managed fund before the return is paid to your Account or reflected in the unit price for the managed fund. Some fund managers also have a difference or 'spread' between the application or purchase price and redemption or sell price of units in their funds. Please refer to the relevant offer document for each managed fund.

1. Your Prosperity's Portfolio Service is an investor directed portfolio service offered by Your Prosperity.

Optional Adviser Service Fee

You and your adviser may agree on an Adviser Service Fee of up to 1.1% per annum of the Investment Value of your Account. Such a fee (with your consent) will cover advice and service your adviser will provide in relation to your Super Trust Account. The Adviser Service Fee (if any) is not a fee imposed by the Trustee.

The agreed amount of any Adviser Service Fee will be deducted from your Cash Account on the last day of each month and may be cancelled by you or your adviser at any time. The Adviser Service Fee will not be deducted and paid to your adviser unless you have sufficient cleared funds in your Cash Account over and above the Minimum Cash Balance. Any Adviser Service Fee will be paid to your adviser in addition to the initial and ongoing remuneration outlined in section 1.9.

Other fees

Any dishonour fees or any other fees charged to Your Prosperity for direct debits in relation to your Account, will be deducted from your Cash Account.

Increases or alterations in the charges

Under the Trust Deed the Trustee has the discretion to alter the fees charged and to impose charges up to the following maximum levels:

• Management Fee

The greater of 1.25% per annum of the Investment Value of your Account and \$1,250 per annum.

• Administration Fees

\$75 payable upon the occurrence of any of the following: each transaction or transfer; each cheque dishonour or cancellation; each failure or termination of an electronic or telegraphic transfer; and the provision of any report, information or service which the Trustee is not otherwise expressly required to provide.

Service Fee

\$100 per month payable in respect of any service provided by the Trustee for each month the service is provided.

Each fee stated above (under the heading 'Increases or alterations in the charges'), expressed as a dollar amount

will be indexed in line with increases in the All Groups Consumer Price Index from 1 July 2000.

In addition to these fees, the Trustee is entitled to be reimbursed out of Member Accounts for any other costs properly incurred in relation to the establishment and administration of the Super Trust and in the performance of its obligations and the exercise of its powers under the Trust Deed.

Any net additional costs in relation to the 10% Goods and Services Tax ('GST') may be passed on to Members through increased fees and charges, see Section 3.8 for more details.

Member Protection Requirements

Government regulations limit the amount of any charges that can be deducted from your Account if at any time the amount in your Account is less than \$1,000 and includes or has included Superannuation Guarantee or award contributions by your employer.

Ongoing Management Charges in Previous Years

The ongoing management charges charged by a fund over a year can be expressed as a percentage of the fund's assets. This figure allows you to compare the management charges of this product with other products.

In the last year, the average ongoing management charge of the Super Trust, expressed as a percentage of the fund's assets, was 0.56% for the year ending 30 June 2001.

(This percentage does not take into account fees charged by fund managers as described and referred to earlier in this section. These fees are generally deducted from the distribution received from the managed fund before the return is paid to your Account or reflected in the unit price for the managed fund.)

Note that:

- Past charges should not be taken as an indication of future charges.
- The above percentage does not necessarily reflect the ongoing management charges that were borne by each individual Member of the Super Trust. The way in which ongoing management charges are charged to Members is explained earlier in this Section 1.8.

1.9 WHAT IS PAID TO YOUR ADVISER?

Adviser remuneration paid by the Trustee

If an adviser sells you this product, the adviser may receive payment ('remuneration') for the sale. An adviser would meet his or her expenses from this remuneration, and also rely on it to provide him or her with an income. Any adviser's remuneration is included in the ongoing management charges shown above (except any remuneration that the adviser charges directly to you as a fee for service).

Up to 20% of the expected Management Fee charged to a Member in the first year may be paid to an adviser as initial remuneration. Up to 20% of the Management Fee charged to the Member may be paid to an adviser as ongoing remuneration. Any initial and ongoing remuneration will be paid by the Trustee and not by Members of the Super Trust.

Increases or alterations in the adviser's remuneration paid by the Trustee

The adviser's remuneration paid by the Trustee will be increased or altered in the manner and when agreed between the Trustee and the adviser.

Optional Adviser Service Fee

You and your adviser may agree on an Adviser Service Fee (see Section 1.8 for details).

1.10 TAXATION

Tax on superannuation is a complex area and you should seek advice from a professional adviser.

Contributions

- All contributions that are claimed as a personal tax deduction, and all employer contributions, are taxed at a rate of up to 15%. An amount representing this tax is charged to your Cash Account.
- Any untaxed element of a post 1983 component received in a rollover by the Super Trust is taxed up to 15%.
- Surcharge of up to 15% may also be deducted from your Cash Account, if Your Prosperity receives a Surcharge assessment in respect of you from the Australian Taxation Office (ATO). See Section 3.7 for more details.

Investment Earnings

The assessable investment earnings (less allowable deductions) of the Super Trust are generally taxed up to a rate of 15%. Assessable capital gains will be reduced by one third on assets held for at least twelve months. This means that a superannuation fund's capital gains could effectively be taxed at a rate of 10%. This tax is paid by the Super Trust and is deducted from your Cash Account. From 1 July 2000, excess imputation credits are refundable to the Super Trust.

Benefits

When you receive a benefit from the Super Trust it is an Eligible Termination Payment ('ETP').

The Government has limited the amount of retirement benefit that is eligible for concessional tax treatment. This is called a Reasonable Benefit Limit ('RBL'). Any lump sum amount received by you that exceeds your RBL is taxed at the highest marginal tax rate plus Medicare levy.

The rate of tax payable on your ETP depends on your age, the components of the ETP, whether you exceed your RBL and whether you rollover to another superannuation fund.

Generally, if you have not exceeded your RBL and if you have a component of your ETP that relates to the period prior to 1 July 1983, 5% of it will be taxed at your marginal tax rate plus Medicare levy. Generally, the component of your ETP not rolled over to another superannuation fund that relates to the period after 30 June 1983 is taxed as follows:

- if you are 55 years or older, the first \$105,843 (for the 2001/2002 financial year) is not taxable and the balance is taxed at the rate of 15% plus Medicare levy; or
- if you are under the age of 55, this component is taxed at the rate of 20% plus Medicare levy.

If you have exceeded your RBL then the portion exceeding the RBL will be taxed at the top marginal rate plus Medicare levy.

The tax information provided in this Section describes tax paid by the Super Trust in general terms. For more information about tax rules applying to superannuation generally, see Section 3 of this brochure. This tax information is based on the tax laws that were current on the issue date of this brochure.

1.11 COOLING-OFF PERIOD

You have 14 days after you receive confirmation of becoming a Member of the Super Trust (a 'cooling-off period') to ensure that you are satisfied with your decision to invest in the Super Trust. During the cooling-off period, you can withdraw your investment by writing to the Trustee at the address on the front of this brochure.

If you do withdraw your investment during the cooling-off period, you will receive the amount you invested (subject to any movement in the value of the investments you selected) less any taxes and duties that have been deducted. You may also be charged any administrative costs incurred by us in relation to the acquisition and termination of your investment. Any Management Fees deducted by Your Prosperity will be refunded.

If all or part of your investment must be preserved (preserved benefits or restricted preserved benefits), this portion must be transferred to another complying superannuation fund of your choice.

The cooling-off period terminates immediately if you exercise a right or power under the terms of the product, such as selling part of your investment. For any subsequent contributions the cooling-off right to withdraw does not apply.

1.12 COMPLAINTS RESOLUTION

The Trustee has procedures for dealing with your enquiries and complaints about the operation or management of the Super Trust.

If you have an enquiry about the Super Trust, please contact our Member Service Team on 1800 062 061, 8am – 8pm AEST Monday to Friday or you can send an email to: your_prosperity@yourprosperity.com.au

If you have a complaint, please write to us at:

Your Prosperity Superannuation Trust GPO Box 4333 PP Melbourne VIC 3001 or you can send an email to: your_prosperity@yourprosperity.com.au

We will make every effort to resolve your complaint within 45 days of your bringing it to our attention. If there is anything that may prevent this from happening, we will notify you. If your complaint has not been resolved to your satisfaction within 90 days, you may lodge a complaint about the decision with the Superannuation Complaints Tribunal (SCT). The contact details of the SCT are:

The Superannuation Complaints Tribunal Locked Bag 3060 GPO Melbourne 3001 Telephone: 1300 884 114

The Superannuation Complaints Tribunal is an independent body established by the Commonwealth Government to review decisions of trustees relating to members (as opposed to decisions relating to the management of the fund as a whole) after you have followed the Super Trust's enquiries and complaints procedures.

If the Superannuation Complaints Tribunal accepts a complaint, it tries to conciliate the dispute by helping you and the trustee of the superannuation fund to reach an agreement. If conciliation is not successful, the Tribunal will make a determination about the complaint.

1.13 REGULAR REPORTS ON YOUR INVESTMENT

Reports on your Account are normally available in the Member area of Your Prosperity's website ('Website Facility'). You can normally access daily reports on your investments, transactions and components of your Account. Please see Section 2.17 for further details on reports.

At least once a year, you will be provided with a prescribed benefit statement containing information about your benefit entitlements, the current balance in your Account, any transactions which have taken place during the year and amounts of any fees and charges deducted from your Account during the year.

You will also receive an annual report containing information on the management of the Super Trust.

OPERATION OF YOUR ACCOUNT

2.1 INTRODUCTION

The Super Trust is a superannuation fund which allows you as a Member to choose how your benefit is invested.

You may choose from a range of managed funds that can be accessed through the Super Trust. You must also have a Cash Account, which forms part of your benefit.

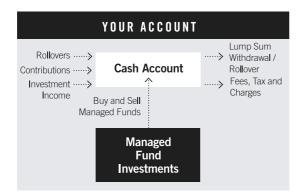
Your Account will always remain distinct from the Accounts of other Members.

At any time after you have established your Account, you can use it (excluding your Minimum Cash Balance) by instructing the Trustee to buy and sell investments of your choice referred to in the Investment Options brochure. Please refer to the Investment Options brochure accompanying this brochure for the full range of investments available.

The Super Trust offers a wide choice of managed funds. Details of each fund are given in separate offer documents. A managed fund is structured to allow investors to pool their money, which is then invested collectively in many individual assets.

2.2 SUMMARY OF OPERATION

The following diagram explains how your Account operates. It shows the cash flows that could arise between the different parts of your Account within the Super Trust.



- Your Account comprises your Cash Account and your managed fund investments.
- Contributions, rollovers and withdrawals are made to and from the Cash Account.

- The cash required to invest in managed funds is deducted from your Cash Account.
- The proceeds from selling interests in managed funds are credited to your Cash Account.
- All investment income, which includes distributions from managed funds together with interest earned on your Cash Account, is credited to your Cash Account.
- A provision is made in your Cash Account for contributions tax, capital gains tax, income tax and other taxes. The Minimum Cash Balance includes these amounts. These amounts earn interest until the tax payment is deducted from your Cash Account.
- Fees, taxes and charges are deducted from your Cash Account. The items deducted include the Management Fee, any Adviser Service Fee, Government duties (such as Bank Account debits tax), contributions tax, income tax, capital gains tax, Surcharge and bank charges incurred in respect of your Account. Any refunds of tax are paid into your Cash Account.
- The fees and expenses charged by fund managers for managed funds are not included in the cash flow item 'Fees, Taxes and Charges' shown in the diagram. This is because their fees and expenses are generally reflected in the calculation of the managed fund's unit prices or deducted from distributions received from the relevant managed fund.

2.3 JOINING THE SUPER TRUST

To join the Super Trust, you need to:

- Complete the Application form. This form and the other forms mentioned below are attached to or accompany this brochure.
- If you have benefits you wish to rollover or transfer, and you want Your Prosperity to arrange this rollover or transfer, you need to complete a Rollover/Transfer Authority form. If you have benefits with a number of superannuation funds, please complete a form for each benefit you wish to rollover or transfer.

- If you are paying an initial contribution by Direct Debit you need to complete the Direct Debit Request form.
- If you are paying an initial contribution by cheque, please make your cheque payable to RBC Global Services Australia Nominees Pty Limited ACF Your Prosperity Super Trust.
- · Send us the completed forms.

See Section 2.4 for further information about contributions.

The minimum initial contribution or rollover/transfer required to open an Account is \$2,000.

When the Trustee accepts your application, your Account will be established. Your Account comprises your Cash Account and your managed fund investments. All contributions and rollovers are credited to your Cash Account (which is part of your Account) and will earn interest. Once your Account has been established you can direct the Trustee using the Website Facility or Telephone Facility (see Section 2.9) to buy investments in any of the managed funds, which comprise the investments, referred to in the Investment Options brochure.

During the life of this brochure, the Trustee intends to introduce the facility to join the Super Trust online without the need to send us a paper application.

2.4 CONTRIBUTIONS

Upon becoming a Member, you and/or your employer will be automatically entitled to make contributions to your Account.

The Super Trust can accept the following types of contributions:

- Rollovers or transfers of your benefits (by cheque) from another superannuation fund;
- Mandatory employer contributions made for you (including Superannuation Guarantee contributions and contributions made under an industrial agreement or award);

- Voluntary employer contributions made for you, if you are:
 - > Under 65 years of age and one of the following applies:
 - at any time during the previous 2 years you have been gainfully employed for at least 10 hours per week;
 - you ceased gainful employment because of ill health which still prevents you from engaging in gainful employment;
 - you are on authorised leave to raise children and have been on leave for less than 7 years; or
 - > Between the ages of 65 and 70 and are gainfully employed for at least 10 hours per week;
- Voluntary employee contributions from you, if you satisfy the criteria for voluntary employer contributions stated above; and
- Spouse contributions, which are contributions made by your spouse for you if you are:
 - > below the age of 65; or
 - > between the ages of 65 and 70 and you are gainfully employed for at least 10 hours per week.

Contributions can be made in the following ways:

- By cheque, that is crossed 'not negotiable', made payable to RBC Global Services Australia Nominees
 Pty Limited ACF Your Prosperity Super Trust.
 A Contribution Remittance Advice form confirming the type of contribution, must be submitted with your cheque for all contributions except your initial contribution.
- Additional deposits can be made by BPAY for personal contributions. When you contact your participating financial institution you need to quote your Super Trust BPAY Reference Number and the Biller Code as detailed on the Website Facility. All deposits made by BPAY will be treated as personal contributions.
 Employer and Spouse contributions cannot be made using BPAY.
- You can elect to have regular or irregular amounts contributed to your Account by requesting the Trustee

to debit your financial institution account (provided you have previously completed a Direct Debit Request). For regular contributions the Trustee will debit your nominated account as specified.

- If you wish to make regular contributions you can indicate the date and frequency of contributions on your Direct Debit Request.
- There are no limits on the maximum or minimum number, size or timing of subsequent contributions other than regular contributions.
- Regular contributions are subject to a minimum of \$100.

Your Account as shown on the website is normally updated by the day after the contribution is processed.

2.5 MAINTAINING A CASH ACCOUNT

Your Cash Account will be invested in liquid investments (including cash, deposits with a bank or units in a cash management trust) chosen by the Trustee.

Interest will accrue on a daily basis and will be credited to your Cash Account on the last day of each month in respect of that month.

Minimum Cash Balance

You must keep a portion of your Account in your Cash Account. The Minimum Cash Balance is \$300 or 0.25% of the Investment Value of your Account, whichever is greater, plus any accumulated tax liability. The Investment Value of your Account means the value of your Cash Account and your managed fund investments. Details about accumulated tax liability are given in Section 2.7.

If your Cash Account falls below the Minimum Cash Balance, the Trustee may request your instructions to increase your Cash Account balance to at least the Minimum Cash Balance. The Trustee has the right to review this level in the future. The Trustee has the right to sell any of your investments to restore your Minimum Cash Balance.

2.6 MINIMUM ACCOUNT BALANCE

The total of your investments as stated in your Account (including your Cash Account) must not fall below \$1,300. Any Accounts with balances below \$1,300 may be transferred by the Trustee to an Eligible Rollover Fund (ERF) (see Section 4.5 for details of the ERF).

2.7 DEDUCTION OF TAX FROM YOUR Account and provision for Accumulated tax liability

Amounts are deducted from your Cash Account and paid to the Australian Tax Office to cover the tax liabilities in respect of your Account.

- Quarterly payments from your Cash Account are made to cover Pay As You Go (PAYG) instalments. These payments are generally made within two months following the end of each quarter. Each quarterly PAYG instalment amount will comprise your expected tax liability for the quarter. PAYG instalments are currently calculated by applying an instalment rate to your share of the Super Trust's instalment income for the quarter. The Australian Tax Office supplies the instalment rate which is applicable to all Super Trust Members. Instalment income includes employer contributions, a proportion of personal contributions, some rollover components, interest, distributions and capital gains.
- After the end of the tax year your actual tax liability is worked out for the tax year. This usually takes place within six months of the end of the tax year. The PAYG instalments that have been deducted from your Cash Account for the year are credited against your actual tax liability to determine whether you owe more tax or are owed a refund. Any tax owed will be deducted from your Cash Account while any refund will be credited to your Cash Account.

Part of your Cash Account will be used as a provision for your accumulating tax liability. This tax liability includes tax on contributions, interest, distributions and capital gains that relate to your Account. You will need to ensure your Cash Account has a sufficient balance to cover this accumulating tax liability as part of the Minimum Cash Balance requirement.

2.8 ACCOUNT LINKING

You may link your Account to other Super Trust accounts or Your Prosperity's Portfolio Service accounts that belong (or are connected) to you or your immediate family for the purpose of reducing the Management Fee on your Account. Accounts in your own name are automatically linked.

We calculate the Management Fee for a linked account as follows:

- First, determine the total investment value for the linked accounts.
- Secondly, determine the Management Fee rate for the linked account using the total investment value and the Management Fee scale for the linked account.
- Thirdly, apply the Management Fee rate previously determined to the account balance of the linked account.

Illustration of how Management Fees are calculated when accounts are linked. Consider two accounts – Account A and Account B with account investment values of \$200,000 and \$50,000 respectively. In this illustration the fees have been calculated using annual Management Fee rates.

Account A

First, determine the total investment value for the linked accounts: 200,000 + 50,000 = 250,000

Secondly, determine Management Fee rate for Account A using total investment value and the Management Fee scale for Account A:

First \$150,000\$150,000 X 0.65% = \$975Next \$100,000\$100,000 X 0.50% = \$500Management Fee rate is (975 + 500) / 250,000 = 0.59%

Thirdly, apply the calculated Management Fee rate to account balance of Account A:

Management Fee for Account A is $200,000 \times 0.59\% = 1,180$

Without account linking the Management Fee for Account A would be \$1,225. By account linking the annual saving in the Management Fee is \$45.

Account B

First, determine the total investment value for the linked accounts which is \$250,000.

Secondly, determine Management Fee rate for Account B using total investment value and the Management Fee scale for Account B:

First \$150,000 \$150,000 X 0.65% = \$975 Next \$100,000 \$100,000 X 0.50% = \$500 Management Fee rate is (975 + 500) / 250,000 = 0.59%

Thirdly, apply the calculated Management Fee rate to account balance of Account B:

Management Fee for Account B is $50,000 \times 0.59\% = 295$

Without account linking the Management Fee for Account B would be \$325. By account linking the annual saving in the Management Fee is \$30.

It should be noted that if the total investment value of all linked accounts is less than \$150,000 the Management Fee of the linked accounts will not be reduced.

Linking of accounts is for the purpose of calculating Management Fees only. If you have a linked account your Account balance may be disclosed to other investors who have accounts that are linked to your Account in the event that a query arises over the calculation of the management fee. There is no other sharing or disclosure of your Account information to other investors who have accounts that are linked to your Account, so confidentiality of transactions and investment holdings is assured. Refer to section 5.4 for Terms and Conditions relating to account linking. To link your Account to another person's account you need to complete the Account Linking form that accompanies this brochure. The form also needs to be completed by all other persons who have accounts that will be linked to your Account. Further forms can be obtained from the website.

2.9 YOUR INVESTMENT TRANSACTIONS

You request to have your Account invested in particular investments by giving instructions to Your Prosperity. When Your Prosperity receives a request in accordance with the conditions set out below, your instructions will normally be actioned by the following business day.

Please see Section 2.14 for details of the information you need to provide to make an investment transaction on your Account.

Investment purchases

To purchase investments, you request Your Prosperity to make the purchase for you by placing a 'buy order' with us.

You must have sufficient funds in your Cash Account before your buy order is processed with a fund manager. Sufficient funds means cleared funds in excess of the Minimum Cash Balance requirement. All buy order costs will be deducted from your Cash Account.

The minimum buy order is \$1,000 per managed fund.

Before Your Prosperity can accept a buy order for a managed fund, you must acknowledge that you have read the current offer document for the relevant managed fund in which you wish to invest.

On receipt of your buy order, we forward the order to the fund manager. The unit price that will be used to purchase the managed fund units is determined by the fund manager in accordance with its procedures. The unit price used will generally depend on when the buy order is received by the fund manager. Details are generally contained in the relevant managed fund offer documents. Managed fund offer documents are generally available to be downloaded from the Your Prosperity website. You can also request offer documents from our Member Service Team.

Investment sales

Net proceeds from sales of investments that your Account is invested in will be credited to your Cash Account.

The minimum request to sell investments ('sell order') that your Account is invested in is the number of units which equals \$1,000 per managed fund or the whole of your holding in the relevant managed fund, if lower.

On receipt of your sell order we forward the order to the fund manager.

Redemptions may be subject to restrictions imposed by fund managers, details of which will be contained in the relevant managed fund offer document.

The time taken by the fund manager to carry out a redemption request can vary. The unit price that will be used to redeem units is determined by the fund manager in accordance with its procedures. The unit price used will generally depend on when the sell order is received by the fund manager. Details are generally contained in the relevant managed fund offer document.

Your Prosperity will credit your Cash Account with the redemption proceeds on receipt from the fund manager.

2.10 ACCESSING YOUR BENEFIT

The following terms refer to superannuation monies generally and provide you with a detailed description of some of the rules which apply to your superannuation benefit.

Superannuation is an investment to provide you with income or capital when you retire. There are laws governing when you can gain access to your superannuation benefit.

Preserved

Any benefit amount indicated as preserved cannot be accessed until:

- you permanently retire after reaching your preservation age (see the Preservation Age Table following);
- you leave employment after reaching age 60;
- you leave employment due to permanent incapacity;
- you reach the age of 65;
- you qualify on compassionate grounds approved by the Australian Prudential Regulation Authority ('APRA');
- you experience severe financial hardship (payment is subject to the satisfaction of certain conditions, the approval of the Trustee and some limits may apply); or
- your death.

Any preserved amounts must be kept in a superannuation fund. New preservation rules have applied since 1 July 1999. Any contributions made to the Super Trust either by you or on your behalf and all investment earnings of your Account are required to be preserved. The following Preservation Age Table indicates your preservation age.

Preservation Age Table	
Date of Birth	Preservation Age
Before 1 July 1960	55 years
1 July 1960 – 30 June 1961	56 years
1 July 1961 – 30 June 1962	57 years
1 July 1962 – 30 June 1963	58 years
1 July 1963 – 30 June 1964	59 years
After 30 June 1964	60 years

Restricted Non-Preserved

If you are a member of an employer-sponsored fund and terminate your employment with that employer, you may be able to withdraw your restricted non-preserved amount. This should be checked with your employersponsored fund. Otherwise this amount cannot be accessed until you satisfy one of the circumstances set out above, and until then must be rolled over to another complying superannuation fund.

Unrestricted Non-Preserved

There are no withdrawal restrictions on unrestricted non-preserved amounts. These amounts can be withdrawn at any time. Depending on the components of your benefit, you may be liable to pay income tax on the amount withdrawn.

2.11 HOW TO MAKE A WITHDRAWAL

If you wish to make a withdrawal from the Super Trust, check if you have an unrestricted non-preserved balance in your Account. If you do, you are able to withdraw that amount, provided it is over \$1,000, or the balance of your Account. If you do not have an unrestricted nonpreserved amount, you have to satisfy the requirements which apply to restricted non-preserved and preserved benefits before you can access these.

If your Cash Account does not have sufficient cleared funds to pay your withdrawal request, the Trustee will not pay the withdrawal until sufficient cleared funds are obtained. Sufficient funds means cleared funds in excess of the Minimum Cash Balance requirement. This may be from the sale of investments in your Account in accordance with your sell instructions and subject to any restrictions applicable to your managed fund holdings.

Your Prosperity has a reasonable period, having regard to the nature of the investments in your Account, to satisfy your withdrawal request.

Voluntary Cashing – the Super Trust can pay your preserved benefit if you:

- have reached your preservation age (see the Preservation Age Table in Section 2.10) that is less than
 60, have retired after reaching your preservation age and Your Prosperity is satisfied that you intend never to be employed for more than 10 hours per week; or
- are 60 years or over and leave your employment after reaching 60.

Your Prosperity may pay your restricted non-preserved benefits if you:

- satisfy the circumstances permitting your preserved benefits to be paid to you; or
- cease employment with an employer, who has contributed to the Super Trust for you.

Compulsory Cashing – the Trustee must pay your entire benefit if you:

- are aged between 65 and 70 and work less than 10 hours per week; or
- are 70 years of age or over and work less than 30 hours per week.

There are certain circumstances under which you may be able to gain access to your benefit before you retire. These are:

Reaching Age 65

If you reach age 65 you can access your superannuation benefits.

Total and Permanent Disablement/Incapacity

If you become totally and permanently disabled, you can request that the Trustee pay your benefit to you. In general terms, you are totally and permanently disabled if you have ceased employment due to physical or mental ill-health, where the Trustee is reasonably satisfied that you are unlikely, because of ill-health, to ever be gainfully employed in any business, trade, profession, vocation, calling, occupation or employment for which you are reasonably qualified by education, training or experience. You will be required to provide medical evidence from two independent medical practitioners to support your claim. The Trust Deed and the Superannuation Industry (Supervision) Act 1993 govern eligibility for payment in these circumstances.

Early Release of Superannuation Benefits

In certain circumstances the Trustee may be able to release your superannuation benefit early.

If you are experiencing severe financial hardship you can apply to the Trustee to release your restricted nonpreserved or preserved benefits. Payment is subject to the satisfaction of certain legislative conditions, the approval of the Trustee, and there may be limits on the amount that can be withdrawn.

You may apply to APRA for early release of your benefit on compassionate grounds. Upon receipt of APRA's approval, the Trustee will arrange for the early release of your benefits.

2.12 DEATH BENEFITS

If you die while you are a Member of the Super Trust, a lump sum benefit equal to your Account closure value (see Section 2.13) is paid to your dependant(s) and/or legal personal representative.

It is recommended that you give the Trustee a binding death benefit nomination ('Nomination'). The Nomination form accompanies this brochure and further forms can be obtained from the website.

A Nomination states the proportion of your death benefit that you want paid to your dependant(s) and/or legal personal representative stated on your Nomination when you die. If your Nomination is valid when you die, the Trustee will pay your death benefit to the person or persons stated in the Nomination.

A Nomination is only valid if all the following requirements are met:

- it is in writing;
- it is signed and dated by you in the presence of two witnesses, who are both 18 years or more, and who are not nominated as beneficiaries in your Nomination;
- it contains a declaration that is signed and dated by both witnesses stating that the Nomination was signed by you;
- each person nominated in your Nomination to receive part or all of your benefit is either your legal personal representative or a dependant; and

 the proportion of your death benefit that will be paid to each person nominated is certain or readily ascertainable from the Nomination.

In general terms, a dependant is your spouse and children, or a person who is financially dependent on you, or whom you have a legal or moral obligation to support.

If your Nomination is not sufficiently clear to allow the Trustee to pay the benefit as assessed when the Nomination is received, the Trustee will seek written clarification from you.

A Nomination is effective for 3 years from the day it is signed, last confirmed or amended.

You can confirm your existing Nomination by giving the Trustee a written notice that is signed and dated by you stating that you confirm your Nomination.

You can amend or revoke your Nomination by giving the Trustee written notice that:

- states your amendment to your Nomination or that you revoke your Nomination; and
- is signed and dated by you in the presence of two witnesses who are both 18 years or more and are not nominated as beneficiaries in your Nomination; and
- contains a declaration that is signed and dated by both witnesses stating that the Nomination was signed by you.

If you do not give the Trustee a Nomination, or your Nomination is not valid or in effect, all of your death benefit will be paid to your legal personal representative.

2.13 CLOSURE OF YOUR ACCOUNT

You can request Your Prosperity to close your Account at any time.

However, benefits can only be paid as a lump sum. Upon closure of your Account, your lump sum can either be rolled over / transferred into another superannuation fund or, if you satisfy the requirements to be paid your benefit (see Section 2.10) you will receive your lump sum in cash, part of which may be taxable.

Before your benefit is paid, any accrued interest on your Cash Account will be credited to your Cash Account, and any accrued Management Fee and taxes will be deducted from your Cash Account.

2.14 HOW YOU CAN TRANSACT WITH US

Your Prosperity offers various facilities which allow you to transact with us.

You can instruct Your Prosperity over the phone, via Your Prosperity's website or by completing one or more of the following forms which can be obtained on the website.

- Investment Purchase
- Investment Sale
- Contribution Remittance Advice
- Rollover/Transfer Authority
- Direct Debit Request
- Withdrawal

You can give instructions for the following transactions by using the Telephone Facility, by using the Website Facility or by mail:

- Buying and selling managed funds listed in the Investment Options brochure;
- Making additional contributions to your Cash Account provided you have previously completed a Direct Debit Request.

The type of information required by Your Prosperity to carry out a particular transaction is requested on the forms and includes the following:

- Account name and number;
- Your Personal Code if using the Telephone or Website Facility;
- The amount and name of the relevant investment if buying or selling;

 Your signature if you are sending your instructions to Your Prosperity by mail.

Some conditions on the use of the Website and Telephone Facilities when making transactions are contained in Section 5.2.

You can use BPAY to initiate additional deposits for personal contributions. When you contact your participating financial institution you need to quote your Super Trust BPAY Reference Number and the Biller Code as detailed on the Website Facility.

Your Prosperity has the discretion to terminate your access to the Website Facility or the Telephone Facility at any time.

2.15 INCOME FROM YOUR INVESTMENTS

Income from your investments, that you have requested that the Trustee invest your Account in, will be in the form of distributions from managed funds and interest earned on your Cash Account.

Your investment income will depend upon the performance of the investments you choose and the amount of money invested in each.

Distributions from managed funds are credited to your Cash Account when received.

The amount of distributions from managed funds generated by an investment is likely to vary from period to period. There may be times when no income is distributed.

2.16 ACCESS TO ADVICE AND SPECIALIST SERVICES

In planning your wealth accumulation strategy, you may require advice and other specialist services. The cost of such advice and services is in addition to the administration service offered through the Super Trust. Generally you are responsible for paying for advice and specialist services directly. Your Prosperity can refer you to professionals offering financial, tax and legal advice. Please contact our Member Service Team for further details of current services available.

If you prefer, you can choose your own advisers and service providers, independent of Your Prosperity, and pay them directly.

For advice and service provided by your adviser in relation to your **Super Trust Account** you can take advantage of the Adviser Service Fee facility. This will allow you and your adviser to agree on a fee which can be deducted from your Cash Account and paid directly to your adviser. See Section 1.8 for details.

2.17 REPORTING

You will normally be able to access the following reports daily, from the website:

- your selected investments and their value, including a summary of the managed funds and cash held; and
- transactions, including the receipt of income and contributions received, that have taken place through your Account.

Your Prosperity will also provide you with:

- an annual benefit statement; and
- an annual report which includes financial information for the Super Trust for the preceding year.

You will normally be able to access these statements and reports using the Website Facility. In the unlikely event that this Facility is not functioning, these annual reports will be supplied in hard copy. See Section 5.3 for further details.

Please let us know

To help us provide you with quality service, please tell us promptly of any changes to your personal details.

How will we contact you?

Generally we will contact you by phone or email. Fax and mail will support this.

3

Taxation of superannuation is a complex area and you should seek professional advice regarding your own taxation position. The tax information provided in this section describes tax applying to superannuation generally.

3.1 TAX DEDUCTIONS AND REBATES

In certain circumstances you may qualify to receive a tax deduction or tax rebate for contributions you make to the Super Trust.

Self Employed

If you are self employed or substantially self employed (broadly less than 10 per cent of your assessable income and reportable fringe benefits are earned from an employer) you can claim a tax deduction for the contributions you make to the Super Trust.

You are entitled to claim as a deduction an amount up to \$3,000 plus 75% of any contributions in excess of \$3,000 up to your age based limit. The following table shows the age based limit amounts for the 2001/2002 financial year.

Age	Deduction Limit
Under age 35	\$11,912
Age 35 to 49	\$33,087
Age 50 and over	\$82,054

These amounts are indexed annually according to Average Weekly Ordinary Time Earnings (AWOTE).

Spouse Rebate

If your spouse's assessable income and reportable fringe benefits are less than \$10,800 a year, you can claim a rebate of 18% of up to \$3,000 in contributions made on their behalf. The maximum rebate is \$540. The rebate phases out when your spouse's income is \$13,800 or more.

Rebate for Personal Superannuation Contributions

If your assessable income and reportable fringe benefits are less than \$31,000 per annum and your employer provides you with superannuation support, you may be able to claim a tax rebate of up to \$100 on certain personal contributions you make to the Super Trust. The rebate is reduced by 25 cents for every \$1 that your assessable income and reportable fringe benefits are over \$27,000 and phases out when your income is \$31,000 or more.

3.2 TAX ON CONTRIBUTIONS

- All contributions that are claimed as a personal tax deduction, and all employer contributions, are taxed at a rate of up to 15%.
- Any untaxed element of a post 1983 component received in a rollover by the Super Trust is taxed up to 15%.
- Surcharge of up to 15% may also be deducted from your Cash Account, if Your Prosperity receives a Surcharge assessment in respect of you from the Australian Taxation Office (ATO). See Section 3.7 for more details.

3.3 TAX ON INVESTMENT EARNINGS

The assessable investment earnings (less allowable deductions) of the Super Trust are generally taxed up to a rate of 15%. Assessable capital gains will be reduced by one third on assets held for at least twelve months. This means that a superannuation fund's capital gains could effectively be taxed at a rate of 10%. This tax is paid by the Super Trust and is deducted from your Cash Account. From 1 July 2000, excess imputation credits are refundable to the Super Trust.

3.4 REASONABLE BENEFIT LIMITS (RBL)

The maximum amount of concessionally taxed superannuation and other similar entitlements that you can receive in your lifetime is called a Reasonable Benefit Limit ('RBL'). Superannuation benefits which are greater than your RBL are taxed at the highest marginal rate plus Medicare levy. RBLs for complying pensions are more generous than for lump sums, as part of the Government policy to encourage retirees to finance retirement via an income stream rather than a lump sum. The following table shows the limits for the 2001/2002 year.

Reasonable Benefit Limit (RBL)	
Lump Sum	\$529,373
Pension	\$1,058,742

These amounts are indexed annually in line with AWOTE.

The pension RBL can apply if at least 50% of your qualifying benefits are taken in the form of an annuity or pension that satisfies certain regulatory requirements. The calculations are complex and you should seek professional advice on your particular circumstances.

The lump sum RBL amount is reduced by 2.5% per year that you are below age 55.

If you have a transitional RBL, transitional RBL rules apply.

3.5 TAX ON BENEFITS

Lump sum benefit payments not rolled over are generally subject to income tax. The rate of income tax depends on your age and the components of your benefits.

Tax Treatment of Components of a Lump Sum Benefit	
Payment from the Super Trust	

Under Age 55	Over Age 55
Not taxed	Not taxed
5% is included in your taxable income and taxed at your marginal rate*	5% is included in your taxable income and taxed at your marginal rate*
5% is included in your taxable income and taxed at your marginal rate*	5% is included in your taxable income and taxed at your marginal rate*
Taxed at 20%*	Up to and including your lifetime limit of \$105,843† not taxed. Above \$105,843†
	taxed at 15%*
Top marginal tax rate*	Top marginal tax rate*
Not taxed	Not taxed
Not taxed	Not taxed
	Not taxed 5% is included in your taxable income and taxed at your marginal rate* 5% is included in your taxable income and taxed at your marginal rate* Taxed at 20%* Top marginal tax rate* Not taxed

*Medicare levy is also payable on these amounts. [†]Indexed annually in line with AWOTE.

3.6 TAX ON DEATH BENEFITS

A benefit paid as a result of a Member's death is taxed having regard to the amount of the benefit, and to whom the benefit is paid.

Generally, if a lump sum payment is made from the Super Trust to a dependant (as defined for tax purposes) it will not be taxed up to the amount of your available pension RBL (broadly the applicable pension RBL less the indexed RBL amounts of previous benefits). If any part of the lump sum payment exceeds your available pension RBL, the excessive part will be taxed at the highest marginal rate plus Medicare levy. A lump sum paid to a non-dependant will be treated as an Eligible Termination Payment (the entire Post 1983 component is taxable at the rate of 15% plus Medicare levy). Similarly, if a payment is made to your estate, regard is had to the dependency status of the beneficiaries.

3.7 SUPERANNUATION CONTRIBUTIONS TAX (SURCHARGE)

Commonly known as 'Surcharge', this is payable on surchargeable super contributions for people whose 'adjusted taxable income' exceeds \$85,242* (2001/2002).

Adjusted taxable income is taxable income plus surchargeable contributions but also includes:

- · any reportable fringe benefits and
- any reduction in income related to family trust distribution or ultimate beneficiary non-disclosure taxes.

It does not include superannuation fund ETPs or certain unused accrued annual or long service leave paid on redundancy.

Surchargeable contributions include:

- any employer contributions;
- deductible personal contributions;

- certain surplus distributions within the superannuation fund; and
- the portion of a rolled over post June 1983 component of an employer ETP representing the employment period after 20 August 1996.

In 2001/2002 the surcharge percentage applicable to surcharge contributions is calculated as:

Surcharge Percentage =

(Adjusted taxable income - \$85,242*)/\$1,219*. (Maximum is 15%, which is reached when adjusted taxable income is \$103,507*)

*These figures are indexed to Average Weekly Ordinary Time Earnings ('AWOTE').

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3.8 GST

The ongoing management charges referred to in section 1.8 "What are the charges?" are inclusive of GST and credits able to be claimed by the Super Trust.

The costs incurred by the Trustee that it is entitled to be reimbursed for out of Member Accounts may also incur GST, although the Super Trust may be able to claim a credit for 75% of that GST.

Your investment in the Super Trust will also be impacted by the effect of GST on investments in underlying managed funds. You are advised to refer to the relevant managed fund offer document in relation to the impact of GST on fees charged by the fund manager and/or the unit price of the investment.

3.9 TAX FILE NUMBER ('TFN')

The law permits us to collect your TFN, and we will only use it to administer your Account. It is not an offence to fail to quote your TFN however, if you do not quote your TFN or details of any exemption the Trustee must deduct tax at the highest marginal rate plus Medicare levy from any benefits paid to you. The Australian Taxation Office (ATO) may also apply the 15% Surcharge, regardless of your adjusted taxable income.

You can quote your TFN by completing the relevant section of the Application form attached to or accompanying this brochure. The Application form contains more information about the collection of your TFN.

3.10 ADDITIONAL INFORMATION

This taxation information provided in this brochure is based on legislation and arrangements current as at the issue date of this brochure. The information is based on the continuance of current taxation laws and their interpretation. This information is of a general nature only and does not address individual circumstances. You should consult a professional adviser about your personal tax situation. 4

4.1 THE TRUST DEED

The Super Trust is governed and administered under a Trust Deed, dated 27 March 2000, as amended from time to time. If you would like a copy of our Trust Deed, please contact our Member Service Team.

4.2 CATEGORIES OF MEMBERS

The Trustee may establish different categories of members for the purpose of setting certain conditions, including the level of Management Fees and minimum holdings.

4.3 COMMISSION

The Trustee may pay commission to persons permitted to be paid under the Superannuation Industry (Supervision) Act 1993. Any commission will be paid out of the Trustee's own funds, not from your Account. For the duration of this brochure up to 20% of the expected Management Fee charged to a Member in the first year may be paid as initial commission, and up to 20% of the Management Fee charged to the Member may be paid as ongoing commission.

4.4 OTHER ARRANGEMENTS

The Trustee may from time to time enter into arrangements with other parties under which the Trustee may make payments to such parties in return for promoting the Super Trust. The payments (if any) will be made out of the Trustee's own funds, not from your Account for the duration of this brochure.

4.5 ELIGIBLE ROLLOVER FUND

Eligible Rollover Funds ('ERF') are funds that receive benefits of Members who are:

- deemed to be a lost Member; or
- who have small account balances from superannuation funds.

Member balances held by an ERF are protected and generally cannot fall below the amount transferred to the ERF except to pay for taxation and insurance costs (if any). A member can claim their benefit from an ERF by applying to that fund.

If your benefit is transferred to an ERF you can no longer claim a benefit from the Super Trust.

The Trustee has nominated the Australian Eligible Rollover Fund ('AERF') as the ERF for the Super Trust. The contact details for the AERF are:

Australian Eligible Rollover Fund Locked Bag No 5429 PARRAMATTA NSW 2124 Telephone: 1800 677 424 Contact: Fund Administrator

The Super Trust may transfer your benefit to the AERF if you are a lost Member. Broadly this means:

- if the Trustee has written to you twice and this correspondence has been returned unclaimed; or
- the Trustee has never had an address for you.

Your benefits may also be transferred from the Super Trust to the AERF if the balance of your Account falls below \$1,300.

4.6 FINANCIAL SERVICES REFORM ACT

The Financial Services Reform Act 2001(Act), which introduces significant changes to the Corporations Act, commenced on 11 March 2002. The changes are designed to enhance investor protection. Broadly, the Act provides for uniform licensing and disclosure requirements for a broad range of product issuers, like the Trustee, and for financial products and services, including superannuation funds like the Super Trust. There is a transitional period of up to 2 years from the commencement date of the Act for providers and products to comply with the new requirements. The Trustee intends that all requirements will be met within the timeframes required under the Act.

4.7 SUPERANNUATION AND FAMILY LAW

Changes allowing couples to divide their superannuation interests in the event of marriage breakdown will *effectively* commence from late December 2002. Although couples can already enter into a binding financial agreement to deal with the allocation of their property (including superannuation) on separation or divorce, the agreement cannot be served on a super fund trustee until 28 December 2002. In cases where the couple cannot agree, the Family Court may order a property settlement taking into account any super interest, but is unable to serve an order on the trustee to split (or flag) a superannuation interest until after 28 December 2002.

Note: The new rules do not apply to de facto and same sex couples and will not apply to property settlements made prior to 28 December 2002.

The impact of family law on superannuation is complex and you should seek professional advice on your own position.

There are terms and conditions which apply to membership of the Super Trust including:

5.1 MEMBERSHIP

The Super Trust and many of its benefits have been designed on the basis that you have access to the Internet. You will be asked to confirm on the Application form that you are an Internet user.

The Trust Deed governs the Super Trust.

If you apply to join the Super Trust online by submitting the completed application form to us electronically (once this facility is introduced by Your Prosperity), the electronic application form is deemed to be received by Your Prosperity when it enters our information system during business hours on a business day, or if out of business hours, the next business day.

The Trustee has the right to decline an application for membership of the Super Trust.

You have no right or claim to any particular assets of the Super Trust.

5.2 TRANSACTION CONDITIONS

Once you become a Member you can transact with us by using:

- Your Prosperity's website;
- the telephone;
- · the post;
- BPAY; or
- email for some requests.

A transaction includes instructing the Trustee to deal with your Account by buying and selling investments, making additional contributions, making withdrawals and any other action incidental to those transactions.

By signing the Application form, you agree to the following transaction conditions. The Trustee has the right to vary the transaction conditions from time to time.

General Conditions

- Any transaction requested will be processed in accordance with the terms of the then current Customer Information Brochure incorporating a Key Features Statement, and the Trust Deed.
- Transaction requests will be actioned only when a
 person gives Your Prosperity the security details required
 for the medium through which the request is made.
 A request given by a person meeting these requirements
 will be taken to be given by you. Your Prosperity will not
 be liable and accepts no responsibility for any loss
 incurred by you if such person is acting without
 your authority.
- A transaction request given to Your Prosperity can only be revoked or varied by you or any person acting on your behalf, with the consent of Your Prosperity.
- Any communication you send to us via email is deemed to be received by Your Prosperity when it enters our information system during business hours, or if out of business hours, the next business day. When Your Prosperity sends you an email, you will be deemed to have received it when it leaves our system.
- For security reasons, withdrawals from your Cash Account will only be paid to a previously nominated financial institution account. Any change to your nominated financial institution account must be advised to the Trustee by letter or in a manner approved by the Trustee.
- You release, discharge and agree to indemnify the Trustee from and against all actions, proceedings, accounts, claims, costs, demands, charges and expenses, losses and liabilities however arising that may be suffered by you or suffered by or brought against the Trustee in respect of any liabilities arising out of your transaction requests.
- You must create and provide Your Prosperity with a Personal Code on your Application form for identification purposes when you request transactions using the Website Facility or the Telephone Facility.

The Personal Code may be a word, a series of numbers or a combination of letters and numbers. You can change your Personal Code but this can only be done by letter or telephone. You remain responsible for the confidentiality of your Personal Code. Your Prosperity does not accept any responsibility for the misuse of your Personal Code.

 If an Investment Purchase form, Investment Sale form, Contribution Remittance Advice form or Withdrawal form is not completed, or is incorrect, then you may be contacted by Your Prosperity and asked if you would prefer to submit a completed form, have the incomplete form returned for completion or give your transaction instructions using the Telephone Facility subject to the special terms and conditions of using the Telephone Facility.

Website Facility Conditions

In addition to the General Conditions, the following conditions apply specifically to transactions effected through the Website Facility:

- You nominate or will be given a user name and password. Your user name and password will give you access to the Website Facility and is distinct from your Personal Code which is used when you request a transaction. You will have the facility to change your password at any time. You remain responsible for the confidentiality of your password.
- Your Prosperity does not accept responsibility for the misuse of your user name or your password by any person.
- Requests for certain transactions on your Account may be made from the Website Facility. You must give your Personal Code and comply with any other security procedures the Trustee may require from time to time for transactions requested through the Website Facility.
- Your Prosperity may terminate your participation in future transactions on the Website Facility at its discretion.

Telephone Facility Conditions

In addition to the General Conditions, the following conditions apply specifically to transactions effected through the Telephone Facility:

- Requests for transactions on your Account may be made using the Telephone Facility. You must quote your Personal Code and comply with any other security procedures Your Prosperity may require from time to time for transactions requested by telephone.
- Your Prosperity may terminate your participation in future telephone transactions or terminate all or part of the Telephone Facility at its discretion.
- Telephone conversations involving transactions are electronically recorded. By using the Telephone Facility, you acknowledge that the communication is being recorded.

5.3 PROVISION OF INFORMATION OR Documents

Your Prosperity may provide you with information or documents, required to be given to you under SIS legislation and Corporations Act via electronic means (which may include email or access through Your Prosperity's website) and shall continue to do so unless notified by you that you do not wish to receive information or documents in this manner.

5.4 ACCOUNT LINKING

- An applicant or Member may, in a manner approved by us, apply to establish a Family Group for the purposes of linking accounts as described in this section and Section 2.8. Linking may apply to other accounts in the Super Trust or Your Prosperity's Portfolio Service.
- Each person applying to link accounts for the purpose of management fees must be a member of a Family Group which includes:
 - Members of the same immediate family (that is, husband, wife, de facto spouse, partner, son or daughter) ('Immediate Family'); or

 a family discretionary trust or superannuation fund a trustee of which is a member of the Immediate Family.

The application to be linked must be in a form or manner approved by us.

- A person must consent to their account being linked to another person's account, and the disclosure of their account information to other linked investors for fee calculation purposes.
- A person may only be a member of one Family Group at a time. For example, if a person applies to link to a son or daughter who is already a member of an existing Family Group, the son or daughter will be de-linked from the existing Family Group and a second Family Group will be established in respect of the son or daughter.
- We may reject a request to be linked and cancel the linking of accounts at any time.
- A person who is linked to another Member's account may cancel the link by written notice to us at any time.
- The death of any linked Member does not of itself cancel the link.
- Linking will only apply to the extent that it is not contrary to law or Australian Securities and Investments Commission policy.
- Linking of Members does not confer any additional rights, entitlements or obligations in relation to any linked Member.
- The Trustee has the right to vary the Account Linking conditions from time to time.

6

PRIVACY NOTIFICATION

6.1 YOUR PERSONAL INFORMATION AND PRIVACY

The privacy of your personal information has always been important to the National Australia Bank Group ("Group"). The Group is the National Australia Bank Limited and its subsidiaries such as MLC Limited, FlexiPlan Australia Limited, Custom Service Leasing Limited (trading as Custom Fleet) and Your Prosperity Ltd. It includes all National's banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations.

This statement is an outline of certain matters relating to the collection and handling of your personal information by the Group. A further explanation of National's privacy practices is set out in National's Privacy Policy.

6.2 COLLECTING YOUR PERSONAL INFORMATION

The purposes for which your personal information is collected will depend on the organisation with which you deal. Personal information is collected by Group organisations offering:

- banking and finance products or services such as personal accounts, loans, credit cards, term deposits, internet banking, e-commerce, derivatives, leasing and related lifestyle products or services
- financial planning or broking services or investment products such as managed funds, investment services, superannuation funds, investment bonds, retirement savings accounts and related lifestyle products or services
- trustee or custodial services such as safe deposit boxes or custody of assets for managed funds or superannuation funds
- life insurance products or general insurance products which includes those offered in conjunction with other Group products or services.

If you are acquiring or have acquired a product or service from a Group organisation it will collect your personal information for the purposes of:

- providing you with the relevant product or service (including assessing your application and identifying you)
- managing and administering the product or service
- protecting against fraud where it is a banking and finance, or insurance, product or service.

Group organisations may also collect your personal information for the purpose of letting you know about products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities in which you may be interested.

If a Group organisation does not obtain the information it seeks it may not be able to:

- process your request
- manage or administer your product or service
- tell you about other products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs.

6.3 USING AND DISCLOSING YOUR Personal information

In line with modern business practices common to many financial institutions and to meet your specific needs (such as where you have a financial adviser) we may disclose your personal information to the organisations described below. Where your personal information is disclosed we will seek to ensure that the information is held, used or disclosed consistently with the National Privacy Principles in the Privacy Act 1988 (Commonwealth) and other applicable privacy laws and codes.

The relevant organisations are those:

• involved in providing, managing or administering your product or service such as third party suppliers, other

Group organisations, loyalty and affinity program partners, printers, posting services, call centres, lenders, mortgage insurers and our advisers

- which are Group organisations who wish to tell you about their products or services that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities, and their related service providers, except where you tell us not to
- · who are your financial adviser and their service providers
- involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including testing or upgrading our computer systems
- · involved in a corporate re-organisation
- involved in a transfer of all or part of the assets or business of a Group organisation
- involved in the payments system including financial institutions, merchants and payment organisations
- · involved in product planning and development
- which are your representatives including your legal advisers
- as required or authorised by law, for example, to government or regulatory bodies for purposes related to public health or safety, the prevention or detection of unlawful activities or to protect public revenue
- · where you have given your consent.

In addition, for Group organisations offering:

 banking and finance products or services - other organisations to which personal information is usually disclosed are card producers, card schemes, credit and fraud reporting agencies, debt collection agencies, mortgage insurance companies, your guarantors, organisations involved in valuing, surveying, or registering a security property or which otherwise have an interest in such property, purchasers of debt portfolios, underwriters, re-insurers and other organisations involved in National's normal business practices (such as securitisation).

- financial planning or broking services or investment products - other organisations to which personal information is usually disclosed are superannuation and managed funds organisations and their advisers, organisations in which you invest and other organisations involved in National's normal business practices (such as securitisation).
- trustee or custodial services other organisations to which personal information is usually disclosed are superannuation and managed funds organisations and their advisers and other organisations involved in National's normal business practices.
- life insurance products or general insurance products other organisations to which personal information is usually disclosed are medical professionals, medical facilities, health authorities, assessors, underwriters, reinsurers, insurance reference organisations and fraud detection agencies and other organisations involved in National's normal business practices. Your personal information may also be used in connection with such purposes. Because National operates throughout the world, some of these uses and disclosures may occur outside Australia.

6.4 CONSENT

It is our practice to seek your consent to use or disclose your personal information to tell you about, and develop, other products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs, or other promotions or opportunities in which you may be interested. This may be done after an initial marketing contact. We assume we have your consent to use service providers to assist us with this (such as a posting service or an advertising agency), unless you tell us otherwise (see **Contacting Us**). To provide or withhold your consent to allow us to disclose your personal information in connection with marketing activities to Group organisations, your financial adviser (if any) and to service providers, please complete the Marketing Consent form in Section 9 of this brochure and return it to us. If you do not return the form to us we will assume you have given consent.

6.5 GAINING ACCESS TO YOUR PERSONAL INFORMATION

You can gain access to your personal information. This is subject to some exceptions allowed by law. We will give you reasons if we deny access. Contact us to get a form requesting access (see **Contacting Us** below). In some cases, we may be able to deal with your request over the telephone.

.....

6.6 CONTACTING US

To obtain more information about how your personal information is managed, or if you would like a copy of the National's Privacy Policy or a form requesting access, please call our Member Service Team on 1800 062 061, 8am to 8pm AEST Monday to Friday.

DECLARATIONS

By completing and signing the Application form attached to, or accompanying this brochure you:

- Agree to be bound by the provisions of the Trust Deed governing the Super Trust dated 27 March 2000 as amended from time to time;
- Confirm that you have received and read this Customer Information Brochure incorporating the Key Features Statement, the Investment Options brochure, and the offer document for each of your selected managed funds;
- Agree to be bound by the Terms and Conditions set out in Section 5 of this brochure;
- Acknowledge that you have read and understood the Privacy Notification set out in Section 6;
- Acknowledge that the Trustee is entitled to deduct any applicable taxes, charges and duties from your Account;
- Acknowledge that it is your responsibility to become informed about any investment you request to be made through your Account, to monitor the ongoing performance of your investments, and to direct Your Prosperity to make changes to your investments as you require;
- Acknowledge that the responsible entities or managers of the managed funds listed in the Investment Options brochure (and any of their trustees if applicable), take no responsibility for any part of this Customer Information Brochure and the Investment Options brochure, and have not authorised or caused the issue of these documents;
- Acknowledge that neither, the Trustee, nor any of its directors, servants or employees have given any investment advice with regard to the Super Trust, or any of the investments available through it;
- Acknowledge that at the time any spouse contribution is made to your Account, that you are required to be living with that person as husband or wife on a bona fide domestic basis;

- Acknowledge that if a valid Death Benefit Nomination form has been provided by you, that it will be kept current by promptly advising the Trustee of any changes in the manner required to make a valid Nomination;
- Acknowledge that if a valid Death Benefit Nomination form has not been provided by you, that the Trustee will pay all of your death benefit to your legal personal representative;
- Undertake to provide the Trustee with any information it may require which relates to your membership of the Super Trust and to inform the Trustee as soon as possible if any of the information you have provided to the Trustee changes;
- Acknowledge that the Trustee will rely on the accuracy of any information provided by you;
- Acknowledge that an investment in the Super Trust does not represent either a deposit with or other liability of the National Australia Bank Limited ABN 12 004 044 937 or any other member company in the National Australia Bank Group of companies and is subject to investment risk including possible delays in repayment and loss of income and capital invested;
- Acknowledge that none of National Australia Bank Limited, the Trustee, other member companies in the National Australia Bank Group of companies, RBC Global Services Australia Pty Limited or their respective related entities, the fund managers of the investments, any trustees or responsible entities of those investments or their respective officers stand behind the capital value and/or guarantees the performance of the specific investments selected by Members or the performance of the Super Trust generally;
- Undertake to inform the Trustee and to cease contributing or having contributions made for you to the Super Trust if you are no longer eligible to contribute or have contributions made for you;

- Authorise the provision of financial information with regard to your investment to any adviser who is named on the Application form or any other person whom you nominate and advise to Your Prosperity in writing from time to time;
- Acknowledge that:
 - if you participate in Account Linking, information about your Account balance may be disclosed to another linked party for the purpose of calculating the Management Fee;
 - you agree to another person being linked to your Account; and
 - you agree that any one member of a group which is linked may cancel the link of that Member's Account;
- Authorise:
 - the collection of all the information provided and to be provided by you including personal and financial information (Personal Information) in relation to your participation in the Super Trust and that if you do not provide all or part of your Personal Information to the Trustee, we may not be able to accept your application to the Super Trust; and
 - the Trustee to collect Personal Information about you from your employer or trustee of previous superannuation fund(s) if the Trustee requires any further information about you to carry out its functions in relation to your participation in the Super Trust where it is unreasonable or impractical to collect such Personal Information from you; and
- Acknowledge that you can gain access to your Personal Information if the provision of the information is required by law.
- Acknowledge that if you cease to be a resident of Australia, the Trustee reserves the right to close your Account.

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8

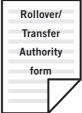
If initial contribution is a rollover or transfer from another super fund

+

+







If paying initial contribution by Direct Debit



Complete



If paying initial contribution by Cheque



+

Cheque

You may apply to join the Super Trust in two different ways. You may:

- Complete the forms that are attached to or that accompany this document and mail your forms together with your cheque (if applicable) to the address below.
 Reply Paid 2484 Your Prosperity
 GPO Box 4333 PP,
 MELBOURNE VIC 8060
- 2. Complete the application form online and electronically send the application form directly to Your Prosperity online (once this facility is available).

If you have any queries please ring our Member Service Team on 1800 062 061, 8am to 8pm AEST Monday to Friday; or email us at your_prosperity@yourprosperity.com.au

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yourprosperity Superannuation Trust

Application This form is attached to the Customer Information Brochure inc the Key Features Statement Issued on 18 April 2002.	rorporating	
This application is for a New Investor Please provide account number (if applicable)	Rollover fund name	
Existing Member of Your Prosperity	Member number	
2 Please confirm you are a user of the Internet Yes No We are unable to accept the application if you do not have access to the internet. Email address	Approximate Rollover Amount	
	Personal Contribution	\$
3 Member details	Employer Contribution	Ψ
Mr Miss Ms Other	Superannuation Guarantee Contribution	\$
Surname (Family name)	Salary Sacrifice	\$
	Additional Contribution	\$
Given names	Spouse Contribution	\$
Date of birth	If you are paying by cheque please make your cheque pa Australia Nominees Pty Limited ACF Your Prosperity Su	•
Gender M F	9 Taxation status of personal contributions	
 4 Personal code (must be at least 5 characters; may be alphabetic or numeric) Your Account cannot be opened if you do not provide a personal code. Please ensure you remember your personal code as it will be required when you carry out transactions. 	Please advise how you expect any personal contribut any future personal contributions to be treated for Section 3.1 of the Customer Information Brochure Undeducted (ie. do not qualify for a tax deducton)	tax deduction purposes. See for details. Tick only one box.
5 Contact Details Postal Address	If no nomination is made the Trustee will treat all Undeducted.	personal contributions as
	Please note:	
	• you are able to change this choice at any time;	
Postcode	 all personal contributions made by BPAY will be tre Contributions; and 	eated as Undeducted
Telephone / Fax numbers Home ()	 after the end of each financial year you will be abl much of your personal contributions (including the claiming as a tax deduction. 	
Work ()	10 Notification of Tax File Number	
Mobile	It is not an offence if you choose not to quote your However, unless you supply your TFN or claim an ex	
Fax ()	to deduct tax at the highest marginal rate plus Me withdrawals. Furthermore, the Australian Taxation	dicare levy from any
6 Does this application include a Rollover/Transfer from another Fund?	Superannuation Contributions Tax (Surcharge), reg and the trustee of another scheme may not be able	e to locate or amalgamate your
Yes 60 to 7	benefits. In some circumstances the additional tax Surcharge may be reclaimed from the ATO.	
No Go to 8	Under the Superannuation Industry (Supervision) A allowed to use your TFN if paying out monies, ident superannuation benefits, for Surcharge purposes,	tifying and amalgamating
 7 Do you want Your Prosperity to arrange this Rollover/Transfer? Yes Please complete and attach a Rollover/Transfer Authority form for each rollover and transfer (available in this section) No Please complete the rest of Item 7 	purposes. The approved purposes and the conseque may change in the future. Your TFN may be disclos Taxation. Your TFN will also be passed to another s benefits are being transferred (unless you inform to your TFN). Your TFN will not otherwise be disclosed	ed to the Commissioner of superannuation provider if your us in writing not to pass on

What is your Tax File Number?

				-				-			
--	--	--	--	---	--	--	--	---	--	--	--

Alternatively, if you wish to claim an exemption from providing your Tax File Number, please provide your Tax File Number exemption details below:

I receive an Age, Service or Invalid pension (please provide details)

I receive another exempt pension (please provide details)

I represent an entity not required to lodge a Tax Return (please provide details)

I represent an entity excluded from TFN arrangements

I am a resident of Norfolk Island (note that tax will be withheld from Australian source income if a TFN is not quoted by you)

I am a non-resident for tax purposes (please note that we are unable to accept applications for Your Prosperity's Super Trust from non-residents)

Details:

11 How would you like to make your initial contribution?

 $Rollover/Transfer-please\ complete\ the\ Rollover/Transfer\ Authority\ form\ AND/OR$

 ${\rm Direct}~{\rm Debit}-{\rm please}~{\rm complete}~{\rm your}$ financial institution account details in the Direct Debit Request form AND/OR

Cheque – please make your cheque payable to RBC Global Services Australia Nominees Pty Limited ACF Your Prosperity Super Trust

Postcode

12 For withdrawals from Your Prosperity's Super Trust, please supply your Financial Institution Account details.

If you do not wish to supply details now, you can provide details later by requesting this form from our website.

Financial institution name

Financial institution address

Account name BSB number Account number Account number

13 Optional adviser service fee

Have you negotiated an adviser service fee with your adviser?

No	▶ Go to 14
Yes	Please complete the rest of item 13

I agree to pay my adviser an adviser service fee of ______% per annum (maximum 1.1% per annum) for the advice he/she provides in relation to my Your Prosperity Superannuation Trust account. I declare that this payment relates only to advice received about the Your Prosperity Superannuation Trust. I request, until further notice from me or my adviser, that the Trustee deduct this adviser service fee from my account and forward payment of the fee to my adviser on my behalf. I understand that I may cancel or vary the adviser service fee at any time. I understand that this adviser service fee will be paid in addition to any initial and ongoing remuneration paid by the Trustee to my adviser (as detailed in Section 1.9 of the Customer Information Brochure).

Applicant's signature

14 National Choice Package or employee of the National

Do you have a National Choice Package?

No National Identification Number (NIN)

Yes

Are you an employee of the National?

No Employee Number

Yes

15 Declarations

- I have received, read and understood the electronic Customer Information Brochure incorporating a Key Features Statement for the Your Prosperity Superannuation Trust or a print out of it, to which this application relates;
- I agree to, acknowledge and accept the declarations in Section 7 of the Customer Information Brochure;
- I declare that all details given in this application are true and correct; and
- I acknowledge that I have received the separate electronic brochure entitled 'Your Prosperity Superannuation Trust Investment Options' and the electronic version of the most recent Annual Report of the Your Prosperity Superannuation Trust or a print out of them; and
- I acknowledge the law prohibits any person passing an application form to another person unless it is attached to or accompanied by the complete and unaltered electronic Customer Information Brochure incorporating a Key Features Statement and 'Your Prosperity Superannuation Trust Investment Options' or a print out of them.

Before you sign this application form, the Trustee is obliged to give you a 'Key Features Statement' (which is a summary of important information relating to the Super Trust). The Key Features Statement (see Section 1 of this brochure) will help you to understand the product and decide if it is appropriate to your needs.

Mem	ber	Sigi	natur	(

Date / /
Adviser Name
Adviser Stamp
Office use only
Account number

Rollover/Transfer Authority

To enable you to rollover or transfer your benefits from another superannuation fund. Please complete this form for each fund to be transferred.

(Actual amount)

1 What is your account number?

(exis	ting	Supe	er Tru	ist M	emb	ers)			
							Р	S	

2 Please provide contact details

Telephone	Home	Work
()		
Email address		

Superannuation Fund to be Transferred

3 Please fill in details of previous Superannuation Fund

Name of previous Super Fund

Address of previous Super Fund

		Postcode	
Your previous member n	umber		
Your previous Super Fun	d contact number		
()			
Your transfer is for the			
► Total Value	\$		(Approx. amount)

\$

Partial Value

4 Declarations

- I authorise the transfer of my benefits by cheque from my previous fund to the Your Prosperity Superannuation Trust;
- I understand that the trustee of my previous superannuation fund is discharged from any further liability to pay a benefit to me once benefits have been correctly transferred;
- I approve the deduction of transfer fees and Government taxes (if any) from the benefits transferred (subject to legislative restrictions); and
- I authorise the trustee of my previous superannuation fund to provide Your Prosperity with all relevant details of my membership, copy of my statement of termination payment and any other relevant information required by law to effect this transfer.

Member's Signature

	5.4	,	,	
	Date	/	/	
Print full name				



18 April 2002

To Whom It May Concern

Dear Sir/Madam,

Your Prosperity Superannuation Trust Super Fund Number (SFN) 5083 450 07, ABN 44 343 895 075

Client Name: Your Reference:

1. Your Prosperity Superannuation Trust ('the Super Trust') is a resident, regulated superannuation fund.

- 2. The Trustee of the Super Trust is Your Prosperity Ltd.
- 3. The Super Trust intends to be a complying superannuation fund under the Superannuation Industry (Supervision) Act 1993 ('SIS Act') in the current and future financial years.
- 4. The Trustee will ensure that the Super Trust continues to satisfy all legislative requirements and does not expect to receive a direction under section 63 of the SIS Act.
- 5. The Super Trust is able to accept contributions made pursuant to the Superannuation Guarantee (Administration) Act, transfers and rollovers from other complying superannuation entities and complies with the preservation requirements under the SIS Regulations.

Cheques should be made payable to **RBC Global Services Australia Nominees Pty Limited ACF Your Prosperity Super Trust**. Please send your cheque to:

Reply Paid 2484 Your Prosperity GPO Box 4333 PP MELBOURNE VIC 8060

If you have any questions regarding this letter please do not hesitate to call our Member Service Team on 1800 062 061 8am to 8pm AEST Monday to Friday.

DShitternt

For and on behalf of the Trustee Your Prosperity Ltd

Please note that this letter can be provided to the superannuation fund you are transferring from in order to confirm that the Your Prosperity Superannuation Trust is a complying superannuation fund.

Your Prosperity Ltd ABN 66 077 305 652 91–97 William Street Melbourne 3000 Victoria Telephone: 1800 062 061 Facsimile: 61 3 9627 2000 Email: your_prosperity@yourprosperity.com.au Internet: www.yourprosperity.com.au

Rollover/Transfer Authority

To enable you to rollover or transfer your benefits from another superannuation fund. Please complete this form for each fund to be transferred.

(Actual amount)

1 What is your account number?

(exis	ting	Supe	er Iru	ist M	emb	ers)			
							Р	S	

2 Please provide contact details

Telephone	Home	Work
()		
Email address		

Superannuation Fund to be Transferred

3 Please fill in details of previous Superannuation Fund

Name of previous Super Fund

Address of previous Super Fund

Partial Value

		Postcode	
Your previous member n	umber		
Your previous Super Fun	l contact number		
()			
Your transfer is for the			
Total Value	\$		(Approx. amount)

\$

4 Declarations

- I authorise the transfer of my benefits by cheque from my previous fund to the Your Prosperity Superannuation Trust;
- I understand that the trustee of my previous superannuation fund is discharged from any further liability to pay a benefit to me once benefits have been correctly transferred;
- I approve the deduction of transfer fees and Government taxes (if any) from the benefits transferred (subject to legislative restrictions); and
- I authorise the trustee of my previous superannuation fund to provide Your Prosperity with all relevant details of my membership, copy of my statement of termination payment and any other relevant information required by law to effect this transfer.

Member's Signature

	Date	/	/	
Print full name				



18 April 2002

To Whom It May Concern

Dear Sir/Madam,

Your Prosperity Superannuation Trust Super Fund Number (SFN) 5083 450 07, ABN 44 343 895 075

Client Name:

Your Reference:

1. Your Prosperity Superannuation Trust ('the Super Trust') is a resident, regulated superannuation fund.

2. The Trustee of the Super Trust is Your Prosperity Ltd.

- 3. The Super Trust intends to be a complying superannuation fund under the Superannuation Industry (Supervision) Act 1993 ('SIS Act') in the current and future financial years.
- 4. The Trustee will ensure that the Super Trust continues to satisfy all legislative requirements and does not expect to receive a direction under section 63 of the SIS Act.
- 5. The Super Trust is able to accept contributions made pursuant to the Superannuation Guarantee (Administration) Act, transfers and rollovers from other complying superannuation entities and complies with the preservation requirements under the SIS Regulations.

Cheques should be made payable to **RBC Global Services Australia Nominees Pty Limited ACF Your Prosperity Super Trust**. Please send your cheque to:

Reply Paid 2484 Your Prosperity GPO Box 4333 PP MELBOURNE VIC 8060

If you have any questions regarding this letter please do not hesitate to call our Member Service Team on 1800 062 061 8am to 8pm AEST Monday to Friday.

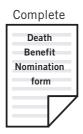
DShittent

For and on behalf of the Trustee Your Prosperity Ltd

Please note that this letter can be provided to the superannuation fund you are transferring from in order to confirm that the Your Prosperity Superannuation Trust is a complying superannuation fund.

Your Prosperity Ltd ABN 66 077 305 652 91–97 William Street Melbourne 3000 Victoria Telephone: 1800 062 061 Facsimile: 61 3 9627 2000 Email: your_prosperity@yourprosperity.com.au Internet: www.yourprosperity.com.au You are not required to complete these forms to become a member.

I want to nominate a beneficiary(ies) which is (are) binding on the Trustee.



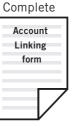
I want to complete a form relating to disclosure of my personal information in connection with marketing activities.



I want to appoint an Authorised Representative.



I want to link my account to other Your Prosperity Super Trust or Your Prosperity's Portfolio Service accounts.



Please mail your completed forms to: Reply Paid 2484, Your Prosperity, GPO Box 4333 PP, MELBOURNE VIC 8060

If you have any queries please ring our Member Service Team on 1800 062 061, 8am to 8pm AEST Monday to Friday or email us at your_prosperity@yourprosperity.com.au This page is left blank intentionally

Death Benefit Nomination

It is recommended that you provide details of the person(s) you wish to nominate as the beneficiary of your investment in Your Prosperity Superannuation Trust in the event of your death. This person can only be a dependant and may be your spouse, a child less than 18 years, any other person(s) who is financially dependent upon you, or your legal personal representative (this includes your estate).

Please note: this form must be witnessed by two people over 18 years and who are not your nominated beneficiaries. If the form does not meet the formal requirements it will not be a valid nomination.

1	What is your account number? (existing Super Trust Members)		
	P S		
2	Please provide contact details Telephone	Home	Work
	()		
	Email address		

3 Details of Beneficiaries (if you are nominating your legal personal representative state 'Legal Personal Representative')

Beneficiary 1		% of
Surname	Given Name(s)	Benefit Date of Birth
Postal Address		Relationship to Member
Beneficiary 2		
	O'see News (s)	% of
Surname	Given Name(s)	Benefit Date of Birth
Postal Address		Relationship to Member
Beneficiary 3		9/ -4
Surname	Given Name(s)	% of Benefit Date of Birth
Postal Address		Relationship to Member
Beneficiary 4		% of
Surname	Given Name(s)	Benefit Date of Birth
		1 1
Postal Address		Relationship to Member
Beneficiary 5		
Surname	Given Name(s)	% of Benefit Date of Birth
Postal Address		Relationship to Member

4 Declarations

- I understand the terms of this Nomination and have read the Customer Information Brochure dated 18 April 2002.
- The Beneficiary/ies I have nominated above are either my dependant(s) or my legal personal representative(s).
- In the event of my death I understand that the Trustee will pay my superannuation benefit as I have instructed by signing this form.
- The proportions of benefit I have completed are certain.
- I acknowledge that if my circumstances change or I otherwise wish to change my Nomination I must notify the Trustee and provide a new Nomination showing any change.
- I acknowledge that in any event this Nomination is valid for a period of 3 years and that I agree to provide the Trustee with a new nomination prior to expiry of the existing Nomination.

Member's Signature

	Date	/	/
Print full name			

Witness 1

By witnessing this Death Benefit Nomination form I declare I am over 18 years of age and witnessed the signing of this document by the Member whose signature appears on this form.

Signature

	Date	/	/	
Print full name				

Postal Address

Postcode

Witness 2

By witnessing this Death Benefit Nomination form I declare I am over 18 years of age and witnessed the signing of this document by the Member whose signature appears on this form.

Signature

Date	/	/

Print full name

Postal Address

Postcode

Marketing Consent

We always seek to better understand and serve your financial, e-commerce and lifestyle needs so we can offer you other products and services that aim to meet those needs as well as promotions or other opportunities. This applies to each organisation within the National Australia Bank Group ('Group') including our banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations.

To undertake these marketing activities we may need to use and disclose your personal information amongst the Group, to your financial adviser (if any) and to service providers (for example posting services). However, this would not include your health information. May we please have your permission?

Yes		No	
-----	--	----	--

If you do not mark any box we will assume that you want to hear about the products and services we have described.

The answer you are giving now will not change any specific product or service consent that you have given or will give in the future (for example, for a loyalty program or online direct marketing).

To provide us with your consent status, please ensure you:

- tick the appropriate box above
- fill in the details at right
- tear off this section and attach it to your Application form or

send it to: Reply Paid 2484 Your Prosperity GPO Box 4333 PP MELBOURNE VIC 8060

Member Name/s			
Account Name (if known)			
User Name (to access the webs	site)		
Phone Number			
()			
Signature (Applicant 1)			
	Date	/	
Signature (Applicant 2)			
	Date	/	,

You can withdraw your consent at any time by contacting our Member Service leam on 1800 062 061, 8am to 8pm AEST Monday to Friday. For more details relating to the collection and handling of your personal information please see Section 6 of the Your Prosperity Superannuation Trust Customer Information Brochure or see Privacy and Terms of Use on our website at www.yourprosperity.com.au. This page is left blank intentionally

yourprosperity yourprosperity Portfolio Service

Superannuation Trust

Appointment of an Authorised Representative

To: Your Prosperity Ltd

I/We				
	Full name			
Address				
		Postcode		
	Full name			
Address				

request the person named below act as my/our authorised representative to operate my/our account/s with Your Prosperity on my/our behalf including any existing accounts as indicated below:

Postcode

Portfolio Service Account No (for existing Portfolio Service Members)

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Supe	er Tri	ust A	ccou	int N	o (fo	r exi	sting	; Sup	er Ti	rust	Mem	bers)

Authorised	Representative	Annointment
AULIIOIISCU	Nepresentative	Appointment

Title of Authorised Representative

Surname

Given names

Address

Telephone

()

Email address

Signature of authorised representative

Date	/	/	

Please note:

By appointing the person named on this form as my/our authorised representative I/we understand that I/we may appoint another person or entity with the legal capacity to contract as my/our authorised representative to operate my/our account/s with Your Prosperity Ltd and agree that the following conditions apply:

- 1. The authorised representative must be over 18 years of age and can do everything I/we can do with the account/s except appoint other authorised representatives in accordance with these conditions.
- 2. This arrangement will continue until I/we cancel the appointment by notice in writing to Your Prosperity Ltd or a subsequent Appointment of an Authorised Representative form is received by Your Prosperity Ltd. Your Prosperity Ltd may cancel this facility or vary these conditions, but only after giving 14 days notice.
- 3. I/We agree to release, discharge and indemnify Your Prosperity Ltd from and against any liabilities arising out of the use of this facility.

Note: All investors must sign if appointing an authorised representative.

In the case of company signatories, two directors, or a director and a company secretary must sign unless a sole director and sole secretary.

Signature of Investor A or company officer representative



Company signatories must indicate their company title Director or Sole Director and Sole Secretary.

Signature of Investor B or company officer

Date	/	/	

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Account Linking

Name of Member/Applicant

Your Prosperity Account Number (if existing Member)

What is this Member/Applicant's relationship to the Family Group?

Linked Member 1

Date of Birth

1 1

Each person of the Family Group applying to link their account for the purpose of calculating Management Fees must complete this form.

Linked Member 2	
Name of Member/Applicant	

Date of Birth

/ /

Your Prosperity Account Number (if existing Member)

What is this Member/Applicant's relationship to the Family Group?

eg. self, husband, wife

Declaration

I have read the Customer Information Brochure dated 18 April 2002. I agree to, acknowledge and accept the terms and conditions in Section 5.4 of the Customer Information Brochure.

I apply for my Your Prosperity Superannuation Trust and Portfolio Service accounts to be linked to those of all other parties to this form in accordance with the terms and conditions contained in the Customer Information Brochure.

I acknowledge that information about my account balance may be provided to the other parties to this form.

Member/Applicant's signature

Date / /

Where there are joint parties to an account, all parties must sign.

Date / /

eg. self, husband, wife

Declaration

I have read the Customer Information Brochure dated 18 April 2002. I agree to, acknowledge and accept the terms and conditions in Section 5.4 of the Customer Information Brochure.

I apply for my Your Prosperity Superannuation Trust and Portfolio Service accounts to be linked to those of all other parties to this form in accordance with the terms and conditions contained in the Customer Information Brochure.

I acknowledge that information about my account balance may be provided to the other parties to this form.

Member/Applicant's signature

Date / /

Where there are joint parties to an account, all parties must sign.

Date /

1

Linked Member 3

Name of	f Mem	ber/A	Appli	cant									
Date of	Birth												
/	/												
Your Pro	sperit	ty Acc	coun	t Nui	nber	(if e	xistiı	ng M	embe	er)			
	-												

What is this Member/Applicant's relationship to the Family Group?

eg. self, husband, wife

Declaration

I have read the Customer Information Brochure dated 18 April 2002. I agree to, acknowledge and accept the terms and conditions in Section 5.4 of the Customer Information Brochure.

I apply for my Your Prosperity Superannuation Trust and Portfolio Service accounts to be linked to those of all other parties to this form in accordance with the terms and conditions contained in the Customer Information Brochure.

I acknowledge that information about my account balance may be provided to the other parties to this form.

Member/Applicant's signature

Date	/	/	

Where there are joint parties to an account, all parties must sign.

/

1

Date

Linked Member 4

Name of Member/Applicant

Date of Birth

/ /

Your Prosperity Account Number (if existing Member)

What is this Member/Applicant's relationship to the Family Group?

eg. self, husband, wife

Declaration

I have read the Customer Information Brochure dated 18 April 2002. I agree to, acknowledge and accept the terms and conditions in Section 5.4 of the Customer Information Brochure.

I apply for my Your Prosperity Superannuation Trust and Portfolio Service accounts to be linked to those of all other parties to this form in accordance with the terms and conditions contained in the Customer Information Brochure.

I acknowledge that information about my account balance may be provided to the other parties to this form.

Member/Applicant's signature

Date / /

Where there are joint parties to an account, all parties must sign.

Date / /