



ABN 46 074 281 314  
Fund Registration Number R1070743

# Member Application Form

## Mail to:

P O Box 7540  
GCMC QLD 9726  
Phone 07 5555 5656  
Fax 07 5574 0400

To enable the Trustee to comply with the Government's Anti-Money Laundering and Counter Terrorism Financing Act you are required to submit with your application a certified copy of a current primary photographic identification document such as a passport or driver's licence. Your Adviser can certify the document for you.

## 1 General Details

Mr/Mrs/Ms Given name/s	Surname	DOB
Residential address		
Suburb/Town/City	State	Postcode
Postal address (if different to residential)		
Suburb/Town/City	State	Postcode
Daytime contact number	Fax	Mobile
Email address		
Occupation	Hours worked per week	

## 2 Tax File Number (TFN) Notification

The Trustee is authorised to collect TFNs by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. The lawful purpose for which a Member's TFN can be used and the consequences of not quoting their TFN may change in the future, as a result of legislative changes.

You are not obligated to provide your TFN by law, however provision of your TFN is a condition of membership of the Plan. You should refer to Section 7 of the Incorporated Information Booklet which sets out details of how the Trustee is authorised to use your TFN and also to whom the Trustee may disclose your TFN. If the Trustee does not hold your TFN you may pay higher tax and we would not be able to accept all contributions from you or those made on your behalf.

My TFN is

## 3 Insurance

If you wish to apply for insurance cover under the Plan's insurance policy, please complete the Insurance Application Form available on [www.diymaster.com.au](http://www.diymaster.com.au).

## 4 Rollover/Transfer from another fund

If you wish to arrange the rollover/transfer of superannuation entitlements held in another fund into the Plan, please complete the Transfer Form available on [www.diymaster.com.au](http://www.diymaster.com.au).



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## 5 Nomination of Preferred Beneficiaries

This section is to help the Trustee decide who should receive any benefit payable from your accumulation account in the Plan in the event of your death. It is not binding on the Trustee but your wishes will be followed where possible. The Trustee has discretion over the payment of your death benefits, but under superannuation legislation death benefits can (generally) only be paid to a dependant or your estate (see Section 3 of the Incorporated Information Booklet for more information). If your circumstances change, you should alter your nomination by notifying the Administrator in writing.

**To the Trustee – Strictly Confidential**

I am aware that in the event of my death whilst a Member of the Plan, the benefit provided under the Deed is payable at the Trustee’s discretion to one or more of my dependents, my estate, or such other person as the Trustee determines to be validly entitled to the benefit. In such event, it would be my wish that the benefit be paid to the person/s nominated below in the proportions shown. I understand that it is a statement of my personal preferences only and that it is in no way binding on the Trustee.

Surname	Given Names	Relationship	Portion (%)
			100%

Members have the option to make a binding death nomination, details of which are in Section 3 of the Incorporated Information Booklet. If you wish to make a binding death nomination, please complete the binding death nomination form available on [www.diymaster.com.au](http://www.diymaster.com.au). If you make no nomination at all, under the Plan’s Trust Deed, the Trustee is required to pay any death benefits to your estate.

An invalid binding death nomination will not be regarded as a non-binding nomination (that is, it is no nomination at all).

## 6 Privacy

Please note that by sending the Trustee personal information about yourself, you are agreeing that the Trustee can use it for the purposes of running your account. If you have any questions about your rights under the privacy legislation or to see a copy of our privacy policy, please call the Administrator on 07 5555 5656 (Important – refer to Section 3 of the Incorporated Information Booklet for a summary of our privacy policy).

## 7 Regular contributions

If you wish to make a one off or regular contributions to your account please complete the Request for Direct Debit Form available on [www.diymaster.com.au](http://www.diymaster.com.au).



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## 8 Financial Adviser Appointment and Transaction Authority

I hereby advise the Trustee that I have appointed the person detailed hereunder as my Financial Adviser (Adviser) to act on my behalf to give and carry out instructions regarding the operation of my Account (including investment related instructions and transactions) until such time as I notify the Trustee in writing that I have cancelled the appointment of my Financial Adviser or have terminated this authority. I understand that in giving and carrying out instructions the Financial Adviser may access and transact on my Account. I also understand that the Trustee and its service providers can accept and act on such instructions given by my Financial Adviser without requiring my signature, additional proof, instructions or further confirmation from me.

The instructions or transactions for which this authority applies include:

- Investment of my initial contribution amount.
- Switching between investment options and investments including purchasing and selling investments.
- Starting, changing or stopping a regular contribution amount.
- Making elections on dividend or distribution re-investment including elections with respect to corporate actions.
- Redemption of investments including to ensure your Cash Account remains above the required minimum holding.

Refer to Section 5 of the Incorporated Information Booklet for further information.

**Note:** Your application will not be accepted without this authority. Neither the Trustee, any of its related entities or respective employees endorse, warrant or accept any responsibility for any of the services provided by your Financial Adviser. Any financial services you receive from your Financial Adviser are provided by the Adviser in its own right and not on behalf of the Trustee. Your Financial Adviser is not an agent or representative of the Trustee. If you cancel the appointment of your Financial Adviser you must appoint a replacement Financial Adviser otherwise your benefit in the Plan may be transferred to an eligible rollover fund.

Name of Representative			
Authorised Representative Number (if applicable)			
Postal Address			
Phone		Fax	
Mobile		Email Address	
Name of licensee		AFSL No.	

## 9 Adviser Remuneration

I agree to pay my Adviser, by way of a deduction from my Cash Account, the adviser remuneration set out below:

% of initial contributions (up to a maximum of 4.4% of contributions) calculated and deducted monthly in arrears

OR

% of initial and ongoing contributions (up to a maximum of 4.4% of contributions) calculated and deducted monthly in arrears

OR

\$ Fixed dollar amount (not to exceed 4.4% of initial contribution) deducted from initial contributions

**AND**

% per annum of your Account balance (up to a maximum of 2.2% of assets per annum) calculated and deducted monthly in arrears

OR

\$ Fixed dollar amount per annum (not to exceed 2.2% of assets per annum) calculated and deducted monthly in arrears

**AND**

% per annum of your Account balance (up to a maximum of 1.65% of assets per annum) for Active Management services calculated and deducted monthly in arrears

**Note:** These fees are negotiable between you and your Financial Adviser. You may agree to pay one or more types of adviser remuneration for adviser services provided to you by your adviser, by way of deduction from your Cash Account. You should refer to your Statement of Advice for more details and ensure the amounts shown above are consistent with your Statement of Advice.

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## 10 Personal Investment Selection

I hereby direct the Trustee to invest my account balance in the selected investment option (s) and underlying investments in accordance with my investment instructions as conveyed and/or carried out by my Financial Adviser.

**Note:** A minimum Cash Account holding must be maintained to meet cash flow requirements relating to your Accumulation Account. The Trustee or its service providers may be authorised to deduct amounts from your Cash Account to give effect to instructions received from you or your Financial Adviser.

## 11 Application Declarations and Signature

Before you sign this application form the Trustee or your Financial Adviser is obliged to give you the PDS. The PDS and any information incorporated into the PDS (Incorporated Information Booklet and Approved List) will help you to understand the product and help you understand if it is appropriate to your needs.

- a. I apply to be a Member of the DIY Master Plan under the Trust Deed and acknowledge that I am bound by the provisions of the Trust Deed (as amended from time to time) and the terms and conditions summarised in the PDS and any information incorporated into the PDS from time to time.
- b. I have obtained, read and understand the PDS provided with this Application Form and latest information incorporated into the PDS which is relevant to my decision to apply for an accumulation account and any selection or nomination made by me in this Application Form.
- c. I acknowledge that in the event of any inconsistency between the Trust Deed and the PDS (including incorporated information), the Trust Deed will prevail.
- d. I agree to the payment of adviser remuneration by way of deduction from my Cash Account as outlined in this Application Form.
- e. I have elected to provide my Financial Adviser with a Financial Adviser Transaction Authority as outlined in this Application Form. In doing so:
  - I authorise my Financial Adviser to communicate my instructions in relation to my portfolio;
  - I authorise the Trustee to accept and act on instructions from my Financial Adviser without requiring my signature, additional proof, instructions or further confirmation from me;
  - To the extent permitted by relevant law, I indemnify and agree to keep the Trustee indemnified against any loss, costs and other charges and expenses arising from carrying out those instructions.
- f. I acknowledge that the Trustee has no knowledge of my personal circumstances or the advice I receive from my Financial Adviser and that the Trustee cannot and does not form a view as to the reasonableness or appropriateness of the advice, fees or investment recommendations in relation to my personal situation. I further acknowledge that my Financial Adviser is my agent and chosen by me, not the agent of the Trustee and has not been assessed or vetted by the Trustee.
- g. I confirm acceptance of the fees and costs detailed in the PDS, Incorporated Information Booklet and Approved List including those agreed between me and my Financial Adviser in this Application Form and authorise the deduction of these fees and costs from my Cash Account.
- h. I understand that the value of my investment may rise or fall from time to time and that neither investment performance nor the repayment of capital is (or can ever be) guaranteed. Further:
  - I acknowledge that I have read and understand the information about risk (including any risk levels) and asset allocations for the investment options and investments selected for my portfolio;
  - I acknowledge that I have and will read and understand any investment limits applicable to the selection of investments or assets and that investment limits may change from time to time;
  - I acknowledge that any investments or assets may be re-balanced from time to time by the Trustee to ensure that they continue to meet any relevant requirements, guidelines or criteria established or approved by the Trustee;
  - I acknowledge that I have obtained from my Financial Adviser and read and understand the relevant disclosure statements or other disclosure documents (where applicable) for any investments selected for my portfolio;
  - I declare that the investments or assets selected for my portfolio have been determined with the assistance of my nominated Financial Adviser and understand and acknowledge the Trustee does not assess the suitability or appropriateness of my portfolio or any available investment options, investments or investment managers;
  - I understand that neither the Trustee, Administrator, Distributor, any related entities or their respective employees guarantee the capital or performance of any available investment options or investments or my portfolio;
  - I undertake to do all things required by the Trustee to ensure my participation in the Plan complies with relevant legislation or regulations applicable to superannuation funds;
  - I authorise the Trustee to release information concerning my superannuation entitlements to the Trustee's service providers, the Distributor and to my Financial Adviser until further notice;
  - I acknowledge that my membership of the Plan does not commence until the first contribution is received and allocated to the Cash Account for my accumulation account;
  - I acknowledge that where I fail to provide any required information or documentation that the Trustee has the right not to accept this Application Form or any instructions for a transaction, and that the Trustee will not be liable for any loss that may arise;
  - I acknowledge that the Trustee may terminate my involvement in the Plan if I do not comply with its terms and conditions including the requirement to be advised by a Financial Adviser at all times;
  - I acknowledge that if I cease to be advised by my Financial Adviser I will inform the Trustee and will nominate a new Financial Adviser who is authorised to advise with respect to the Plan;
  - I consent to the Trustee providing me with my annual statement, fund report or any other disclosure documents required under the relevant law by sending it to my email address (as set out in this Application Form or advised by me from time to time) or by such other electronic means as the Trustee considers appropriate from time to time.
- i. I acknowledge that all communications will be sent to the nominated email address and that (to the extent allowed by relevant law) it is my responsibility to ensure I receive such communications and to the extent allowed by relevant law I indemnify and agree to keep indemnified the Trustee against any loss, liabilities, costs and other charges and expenses arising from claims that I did not receive communications.
- j. I understand the information in the PDS and Incorporated Information Booklet about disclosure of my TFN and privacy and I consent to personal information collected about me being used for the purposes, and disclosed in the circumstances, as described in the PDS and Incorporated Information Booklet or as permitted or required by law from time to time.
- k. To the extent permitted by law the Trustee disclaims and I release and indemnify the Trustee in respect of any liability which may arise as a result of my investing in any investment available in the Plan.
- l. I understand and acknowledge that the Trustee will endeavour to notify my Financial Adviser of any corporate action to obtain my views but that the Trustee reserves the right to deal with such actions as it considers appropriate or expedient.
- m. I acknowledge that the Trustee has appointed a number of service providers to assist it to undertake its role and that reference to the Trustee should be read broadly, where appropriate, to include its service providers, in particular, in relation to giving such service providers the benefit of all acknowledgements, indemnities and releases given to the Trustee.
- n. I declare that all of the details given in this application are true and complete and that I am able to make these declarations.

Signature

Date

 /  /20

**Important Note:** On receipt of this application form and your first contribution, the Administrator will send to you a detailed confirmation of your benefit in the Plan.



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**12 Financial Adviser Declaration** (Financial Adviser to complete)

- a. I accept the terms of the Financial Adviser Transaction Authority in the Application Form and agree to act in accordance with this authority and any instructions I receive from the applicant (Member). I agree to provide the Member with any information or documents that they request in relation to any instructions or transactions generated under this Authority.
- b. I hold an Australian Financial Service Licence, or I am authorised through a holder of a current Australian Financial Service Licence.
- c. I confirm that my licence or authorisation enables me to deal in and advise on the DIY Master Plan.
- d. I have provided the Member with the current Plan Product Disclosure Statement, Incorporated Information Booklet, Approved List and product disclosure statement or other disclosure document for each of their selected investments (where applicable), and will continue to do so for each new investment they make and in respect of any investment, insurance or other decisions they make in relation to their accumulation account.
- e. I have provided the Member with a current written recommendation to acquire the selected investments through the Plan.
- f. I have fully disclosed all fees and costs associated with investing in the Plan including fees and costs of underlying investments and adviser remuneration.
- g. I confirm that any adviser remuneration payable to me as agreed by the Member are for financial services relating solely to the Plan and its investments.
- h. I confirm that any changes to adviser remuneration set out in this form will be approved in writing by the Member prior to making any such change.
- i. I will not convey any instructions to the Trustee or carry out instructions relating to the Member without receiving such instructions from the Member.
- j. I declare that all information provided by me in this Application Form is true and correct and that I am able to make these declarations.

Financial Adviser Name	
Financial Adviser Practice Name	
Financial Adviser email	
Authorised Representative No	
Licensee's AFSL No	
Licensee's ABN	
Financial Adviser's Signature	/ /20

**Note:** This Application Form cannot be accepted without this declaration.

**Financial Adviser to confirm:**

- Yes, I have verified the Member's identity in accordance with the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006
- Yes, I have retained copies of the relevant Customer Identity Verification documents in the client file.

**Indemnity Deed of Agreement** (ALL TO COMPLETE)

**Parties**

- a. Diversa Trustees Limited ABN 49 006 421 638 (Trustee) as the Trustee of the Plan.
- b. \*Adviser Name: ..... as an AFSL holder, or the Authorised Representative of an AFSL holder, which authorises me to provide advice (Adviser).
- c. The person set out in this Application Form as the applicant for an accumulation account (Member).

**The Member declares that:**

- a. He/She consents to the Trustee or a service provider of the Trustee accepting and acting on directions, instructions, requests and communications from the Adviser in relation to the account (including investments) of the Member in connection with the Plan (Instructions) provided always that the Instructions are in writing or in such other form required by the Trustee or its service providers.
- b. The Trustee or its service provider can continue to accept, rely upon and act on Instructions from the Adviser, until the Member notifies the Trustee or service provider in writing otherwise, as if the Instructions were given by the Member notwithstanding that any forms, disclosure documents or other documents prepared by or on behalf of the Trustee or used in connection with the Plan contemplate that the Member will provide Instructions.
- c. He/she is able to make the declaration herein and understands that these declarations are in addition to and are not intended to limit any other declarations made by the Member.

**The Adviser declares that:**

- a. They are a Representative or Authorised Representative of a current AFSL holder.
- b. They act as the Member's agent when providing instructions to the Trustee or its service providers.
- c. They have and will continue to provide the Member with regulated disclosures under relevant laws in relation to the selection of investment options, investments or assets, insurance or other matters connected with the account of the Member in the Plan as specified in the product disclosure statement applicable to the Member's Account and any incorporated information and as required from time to time by the Trustee or its service providers.
- d. They have fully disclosed all adviser remuneration applicable to the services that they will provide to the Member and have disclosed and will continue to disclose any potential conflicts of interest relating to any investments proposed or recommended by the Adviser.
- e. They have and will continue to meet relevant laws in relation to any personal or sensitive information they have received, accessed or held in relation to a Member.
- f. They are able to make the declarations herein and understand that these declarations are in addition to and are not intended to limit any other declarations made by the Adviser.



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**The Trustee agrees that:**

- a. The Member may authorise the Adviser to give Instructions to the Trustee or its service providers.
- b. The Trustee will be obliged to act on the Instructions unless the Instructions are invalidly completed, unclear, and ambiguous or adherence to the Instructions would cause the Trustee to be in breach of the Trust Deed, relevant law or any criteria or policy established by the Trustee from time to time in relation to the Plan.

**Indemnity to Trustee**

- a. The Adviser and the Member jointly and each of them separately covenant to the Trustee that they and each of them will release, discharge and indemnify the Trustee and keep the Trustee indemnified (both in its capacity as Trustee of the Plan and in its personal capacity) against all actions, proceedings, losses, liabilities, claims, demands, expenses and costs arising for the Member's appointment of the Adviser and all acts, matters and things done or purported to be done by the Adviser or any person purporting to be the Adviser provided that the Trustee has no reasonable reason to believe that the person purporting to be your Adviser is not your Adviser.
- b. Without in any way limited the generality of the above, the Adviser and the Member agree that the indemnities set out in this agreement shall extend to all actions, proceedings, losses, liabilities, claims, demands, expenses and costs in respect of, or arising directly or indirectly out of the failure of the Adviser to provide instructions to the Trustee, or the Trustee relying on or acting upon any Instructions given by the Adviser including any claims by the Member or other person having an interest in the Plan for any misapplication of or loss of money or any loss arising from any investment or switching of investments or from any failure to convert investments to cash or any loss of or change of benefits payable from the Plan arising directly or indirectly as a result of the Trustee acting upon the Instructions but excluding any loss arising from the dishonest or fraudulent conduct of the Trustee or any of its employees.
- c. The Adviser and the Member agree that the indemnities set out in this agreement shall extend to the Trustee's directors, officers and employees and acknowledge that the Trustee holds the benefit of the indemnity in favour of its directors, officers and employees on trust for them.
- d. The Adviser and the Member agree that the indemnities set out in this agreement are to continue for the benefit of each person who may be appointed as a trustee of the Plan and that each indemnity relates to all claims against the Trustee (or any substitute trustee) in relation to any Instructions.

**Variation**

Any variation to any of the provisions of this agreement must be in writing and signed by all of the parties.

**Waiver**

- a. The waiver by anyone of any provision, right or default under this agreement will only be effective if it is in writing.
- b. A failure by any party to exercise or any delay by them in enforcing the provisions of this agreement will not operate as a waiver by them of any of their rights. A partial exercise of any right, power or remedy by a person does not stop that person from exercising or further exercising that right, power or remedy or from exercising any other right, power or remedy. The rights, powers or remedies given to any party under this agreement are cumulative and not exclusive of any other rights, powers or remedies provided by law. Any custom or practice of the parties that is at variance with the terms of this agreement is not to be treated as a waiver of anyone's right to require strict and exact compliance with the terms of this agreement in the future.

**Counterparts**

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**Failure to sign**

Any failure by a nominated party to this Agreement to sign it will not invalidate its operation as against the parties who have signed it.

**Governing Law and Jurisdiction**

This agreement is governed by and is to be construed in accordance with the laws of the state of Victoria and each party agrees to submit to the non-exclusive jurisdiction of the Courts of Victoria. Where any legal proceedings are brought in Victoria each party irrevocably waives any objection to the venue on the basis that the proceedings have been brought in an inconvenient forum. Any terms or conditions of this agreement found to be unenforceable will be deleted, but will not affect the remaining terms and conditions of this agreement.

**Executed as a deed**

**Executed on behalf of the Trustee**

Name		
Signature	/	/20

**Executed by Member**

Name (please print)		
Signature		
Witness	/	/20

**Executed by Adviser**

Name (please print)		
Signature		
Witness	/	/20