



DIRECTION AND INDEMNITY

(Member and Financial Adviser)

Date of this Deed: _____

PARTIES:

1. **TRUST COMPANY SUPERANNUATION SERVICES LIMITED**
ABN 49 006 421 638 ("Trust Company") as trustee for AMG Universal super
2. _____ ABN _____ ("Financial Adviser")
3. _____ ("Member")

BACKGROUND

- A. Trust Company is the trustee of the Fund;
- B. The Member is a member of the Fund;
- C. The Member has appointed the Financial Adviser to provide advice to the Member regarding the provision of retirement savings and retirement income for the Member;
- D. The Financial Adviser is the holder of an Australian Financial Services Licence or is a corporate authorised representative of the holder of an Australian Financial Services Licence;
- E. The Member has authorised the Financial Adviser to give information requests and directions to Trust Company in relation to the investment management and administration of the Fund and the parties have agreed to enter into this Deed to record their agreements regarding those communications between the Financial Adviser and Trust Company (including communications about investments in instalment warrants where the Member has selected an investment strategy involving such investments).

OPERATIVE PROVISIONS

1. Authority of Financial Adviser

The Member acknowledges and confirms:

- (a) that the Financial Adviser is authorised on behalf of the Member to give Authorised Communications to Trust Company;
- (b) that, subject to the conditions set out in this agreement, the Financial Adviser is authorised to give Authorised Communications to Trust Company by facsimile or email; and
- (c) where the Authorised Communications relate to investment in instalment warrants, any investment is subject to the Policy in Attachment 2, and the receipt of written confirmation from the Member and the Financial Adviser that the Member has received advice from the Financial Adviser about and understands the risks associated with such investments.

2. Trust Company may rely on communications from the Financial Adviser

The Member agrees that Trust Company is to treat each Authorised Communication given to it by the Financial Adviser as if it was given by the Member and is entitled to act and rely upon each Authorised Communication as if it was given by the Member to Trust Company.

The Member agrees that where it has asked Trust Company to adopt an investment strategy which involves investment in instalment warrants, it requests and consents to Trust Company to enter into agreements which Trust Company in its capacity as trustee of the Fund enters into in relation to instalment warrants whether through itself or through any person acting on its behalf (Relevant Agreements) so that the Fund can undertake such investments.

3. Representatives authorised to give communications on behalf of the Financial Adviser

The Financial Adviser has authorised each of the executives or employees or other authorised representatives of the Financial Adviser set out in Attachment 1 to give Authorised Communications to the Trust Company. The Financial Adviser states that Trust Company may use the specimen signatures set out in that Attachment for the purpose of authenticating any facsimile sent or purporting to be sent by any of the Financial Adviser's Representatives and may use the email address or other electronic identification set out in that Attachment for the purpose of verifying any email sent or purporting to be sent by any of the Financial Adviser's Representatives.

4. Communications by fax and email

The Member and the Financial Adviser agree that Trust Company is entitled to rely and act upon any document sent by facsimile and any email containing an Authorised Communication which appears to have been sent by any of the Financial Adviser's Representatives. The Financial Adviser agrees that it will take reasonable steps to protect the security of any personal information and sensitive information contained in any Authorised Communication. The Member and the Financial Adviser agree that Trust Company may, as a condition of allowing Authorised Communications to be made by facsimile require that all facsimiles be sent to a secure machine or site.

The Member and the Financial Adviser further agree that Trust Company may, as a condition of allowing Authorised Communications to be made by email require that the Financial Adviser give any personal information and sensitive information which is contained in any email through a secure site using encryption or other devices to protect the information and may require that the sender use a method specified by Trust Company to identify the sender and authenticate the communication. The Financial Adviser agrees, if required by Trust Company, to give to Trust Company a document in a form approved by Trust Company signed by each of the Financial Adviser's Representatives in which the Representative acknowledges that they will observe the terms of this agreement with respect to delivery of Authorised Communications by email.

5. Indemnity to Trust Company

The Financial Adviser and the Member jointly and separately covenant with Trust Company that they and each of them will indemnify Trust Company and keep Trust Company indemnified (both in its capacity as trustee of the Fund and in its personal capacity) against all actions proceedings losses claims demands expenses and costs in respect of or arising directly or indirectly out of:

- (a) Trust Company relying and acting upon any Authorised Communication given to it by the Financial Adviser or any of the Financial Adviser's Representatives (including any given to it by email) including (without in any way limiting the generality of the above) any claims by any Member of or other person having an interest in the Fund for any misapplication of or loss of money or any failure to commence or maintain cover under any life policy 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 to benefits payable from the Fund;
- (b) Trust Company acting upon the request set out in clause 2 to enter into the Relevant Agreements and to undertake investment in instalment warrants. This includes (without in any way limiting the generality of the above) any claims by any Member of or other person having an interest in the Fund for any misapplication of or loss of money or any failure to close any position or convert investments to cash or switch investments or any loss of or change to benefits payable from the Fund arising out of the Fund investing in instalment warrants but excluding any loss arising from the negligence or fraudulent conduct of Trust company or any of its employees.

6. Indemnities continue for substitute Trustees

The Member and the Financial Adviser each agree that the indemnities set out in this Deed are to continue for the benefit of each person who may be appointed as a trustee of the Fund in place of Trust Company and that each indemnity relates to all claims against Trust Company (or any substitute trustee) in relation to any Authorised Communication.

7. Changes to the Attachments

Trust Company agrees:

- (a) that the Member and the Financial Adviser by a document signed by them and given to Trust Company may vary, limit or otherwise specify the directions, requests, information and other communications regarding the investment management and administration of the Fund that can be made by the Financial Adviser to Trust Company; and
- (b) that the Financial Adviser by a document signed by it and given to Trust Company may substitute a new Attachment 1 to this Agreement which will have effect from the date that it is given to Trust Company.

8. Interpretation

In this Agreement unless that context indicates otherwise:

"Authorised Communications" means directions, requests, information and other communications regarding the investment management and administration of the Fund including requests to invest the Fund in particular investments or types of investments or investment pools, requests to realise or switch an investment, requests to exercise any rights held by Trust Company in relation to any investment and requests to change the investment strategy in relation to the Member's interest in the Fund, or as otherwise stipulated pursuant to clause 7(a) of this Agreement;

the *"Fund"* means the superannuation entity described in the Schedule;

"personal information" and *"sensitive information"* have the meanings given in the *Privacy Act 1988*;

"Financial Adviser's Representatives" means the executives or employees or other authorised representatives of the Financial Adviser set out in Attachment 1.

9. Waiver

A waiver by anyone of any provision of this Agreement or of any right given to them under this Agreement or of any default under this Agreement will only be effective if it is in writing. A failure by anyone 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 anyone under this Agreement are cumulative and are not exclusive of any other rights, powers or remedies provided by Law. Any custom or practice of the parties which 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.

10. Variation

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

11. 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.

EXECUTED AS A DEED

Executed by TRUST COMPANY SUPERANNUATION SERVICES LIMITED ABN 49 006 421 638 in accordance with Section 127 of the Corporations Act 2001 by being SIGNED SEALED AND DELIVERED on behalf of that Company by a Director and by a Director of the Company in the presence of: Witness Trust Signature
Executed by [Member - _____] Witness Member Signature
Executed by [Financial Adviser - _____] [ABN - _____] in accordance with Section 127 of the Corporations Act 2001 by being SIGNED SEALED AND DELIVERED on behalf of that Company by a Director and by a Director of the Company in the presence of: Witness Adviser Signature

SCHEDULE

The Fund: AMG Universal Super (ABN 30 099 320 583, RSE Reg No, R1001006)

Contact details for each party are:

Name of Party: Trust Company Superannuation Services Limited ABN 49 006 421 638, RSE Licence No. L0000635,
AFSL No 235 153 as trustee for AMG Universal Super

Postal Address: GPO Box 35, Brisbane QLD 4001

Fax: (07) 3221 6420

Electronic Mail: info@amgsuper.com.au

Name of Party: Name of financial adviser – _____
ABN - _____
AFSL or Corporate Authorised Representative number - _____

Postal Address: _____

Fax: _____

Electronic Mail: _____

Name of Party: Name of member - _____

Postal Address: _____

Fax: _____

Electronic Mail: _____

ATTACHMENT ONE

Financial Adviser's Nominated Representatives

Name: _____

Electronic Mail: _____

Specimen Signature: _____

Name: _____

Electronic Mail: _____

Specimen Signature: _____

Name: _____

Electronic Mail: _____

Specimen Signature: _____

ATTACHMENT TWO

Instalment Warrants Policy for the AMG Universal Super Fund

(Request To Trade In Instalment Warrants And Indemnity)

Trust Company Superannuation Services Ltd (Trust Super)

Instalment Warrants increase the members exposure to underlying assets (as an example, specific Australian Shares) by allowing the member to buy the underlying asset in two payments (or instalments) over a given period of time.

AMG Universal Super offers members the opportunity to invest in Instalment Warrants as specified below:

Ordinary (Vanilla) Instalment Warrants

- To increase member exposure to Australian blue chip shares. Members pay only a proportion of the share price up front (for example, between 40-70%), however members receive the benefits of share ownership like capital growth, dividends and franking credits.

Self Funding Instalment Warrants

- Moderately geared, long term, tax efficient investments that gives the member a convenient way to enhance the exposure to capital growth, dividends and franking credits from high dividend yielding blue chip Australian shares.

All Instalment Warrants written or sold by the Fund must be a fully covered transaction. The Financial Adviser providing the advice regarding Instalment Warrants to the member must ensure that the member fully understands the risks associated by making this investment and that adequate cash flow and capital will be able to cover the initial instalment transaction and future consideration required to complete the transaction.

The Fund may buy or sell Instalment Warrants for the purposes detailed in this Instalment Warrant Policy issued for the Fund.