



Centric

CENTRIC SUPER TERMS & CONDITIONS

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These terms and conditions apply to your membership in the Centric Super Fund (**Fund, Centric Super**) (ABN 91 593 544 166, RSE Registration Number R1078619). Equity Trustees Superannuation Limited (**ETSL, Trustee**) (ABN: 50 055 641 757 AFSL 229757, RSE Licence Number L0001458) is the trustee of Centric Super. Specialised Private Capital Ltd ABN 87 095 773 390, AFS Licence No. 246744 trading as Centric Capital (**Centric Capital**) is part of the Findex group of companies. Centric Capital is the Sponsor, Promoter and Investment Services Provider for Centric Super. FNZ (Australia) Pty Limited (ABN 67 138 819 119) (**FNZ, Administrator**) is the Administrator of Centric Super. FNZ is a corporate authorised representative (CAR number 001274269) of FNZ Custodians (Australia) Pty Ltd (ABN 88 624 689 694, AFSL 507452) (**Custodian**), the Custodian for Centric Super.

If any provision of these terms and conditions is deemed by any competent authority to be unlawful, void, or for any reason unenforceable, the relevant provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions.

These terms and conditions may be amended from time to time. Where the terms and conditions are amended we will notify you at least 30 days before the amendment is effective, except where an amendment is required to enable Centric Super to comply with relevant laws or regulations.

Some capitalised terms in this document have a special meaning as defined in the definitions section of these terms and conditions.

Section 1: Application of These Terms and Conditions

- 1 You accept and agree that:
 - upon acceptance of your membership in Centric Super, these terms and conditions apply to and are binding on you without any further act (including any signature) from you or any other person; and
 - the Trustee and its Service Providers may rely on your agreement to these terms and conditions being made in this way.

- 2 These terms and conditions form part of your application to the Trustee for membership in Centric Super. If your application is accepted, you will be bound by them. The Trustee, Administrator, Centric Capital and other persons will rely on the authorisations, acknowledgements and declarations in these terms and conditions when accepting your application and administering and managing your Centric Super Portfolio(s).

Section 2: General Declarations

- 3 You declare the following:
 - You have read and understood the PDS Documents.
 - You make this application in Australia.
 - If you have accessed or received the PDS from the internet or other electronic means, you received it personally or a printout of it.
 - You have reviewed all of the information provided in your application and confirm that it is complete and correct or you have advised the Administrator or the Trustee of any changes.
 - On becoming an Account Holder, you agree to be bound by the provisions of the Trust Deed.
 - On becoming an Account Holder, you acknowledge and agree that one or more Accounts within a Portfolio will be established for you within the Fund in accordance with the provisions of the Trust Deed and the PDS Documents, and your Portfolio will be administered in accordance with the agreements, authorisations and instructions which you give in the application, as later changed or updated (always subject to the Trust Deed and the PDS Documents).
 - Until you or your Nominated Financial Adviser direct otherwise, you elect to maintain any cash received in your Accounts as Centric Super Cash.
 - You authorise the Administrator and the Trustee to quote your TFN or exemption to the Australian Tax Office (ATO), unless you have notified them otherwise.

- You acknowledge and agree that dealings in exchange traded investments for one or more of your Accounts will be governed by the rules, practices and usages of the applicable exchange.
 - You authorise the Administrator and the Trustee to obtain information from the ATO regarding your superannuation Portfolio in relation to your TFN, PAYG or other superannuation tax related matters.
 - You authorise the Administrator and the Trustee to access information using the ATO Super Match system to search for any superannuation (including lost and ATO-held superannuation accounts) which you may have and acknowledge that this consent is ongoing until you revoke it by notice to any of them.
 - You request the Trustee and Administrator to act on your instruction, if provided, to transfer any lost superannuation, or any superannuation that you nominate, to your Centric Super Portfolio. You acknowledge that it is your responsibility to check your benefits with the other fund prior to requesting any transfer or rollover of funds to Centric Super and agree that the Trustee is not responsible for any loss you incur due to your decision and request to transfer your other funds to Centric Super (other than where the loss is caused by the Trustee's fraudulent conduct or wilful misconduct).
 - You acknowledge and agree:
 - that the Trustee (and any person acting on its behalf) will make member statements and any notifications regarding material changes or significant events affecting this product or transaction confirmations, available to you by online access to your Portfolio or via email rather than providing you with a paper copy by mail, and you acknowledge and agree that you will obtain this information or documents online;
 - that the Trustee (and any person acting on its behalf) will make disclosure documents in relation to the Fund (including but not limited to the PDS Documents) available electronically; and
 - you may request to be provided with a paper copy of disclosure documents relating to the Fund and investment options available through the Fund, and that you can request certain reporting and Portfolio information where required by law.
 - You agree to pay all fees, charges, expenses and costs as disclosed in the PDS Documents and member communications, including fees to your Nominated Financial Adviser and authorise the Trustee to deduct all relevant fees, charges, expenses and costs from your Account(s).
 - While the information in the PDS Documents are up to date at the time you received them, you acknowledge that before making any further investments you must read any updated or replacement document made available to you.
 - You declare and acknowledge that you can access disclosure documents for investment options available through Centric Super, including the terms and conditions for term deposits, from your Nominated Financial Adviser, Centric Super, or by logging into your Centric Profile at www.centricwealth.com.au.
 - If you have entered into a separate agreement with an MDA Provider (to which Centric Super are not party), you acknowledge that there will be additional fees charged to your MDA Account should you be invested in a model where your MDA Provider has appointed an external manager to manage part of the model (known as an investment mandate) and agree to those fees being deducted from MDA Account.
- ### Section 3: You and Your Nominated Adviser
- 4 You declare and agree that:
- Your Nominated Adviser has provided you with professional advice that is suitable to your needs and has included formulation of an investment strategy that has taken into consideration your personal objectives, financial situation and needs.

- You have reviewed and approve of the adviser remuneration to be deducted from your Account as initially set out in your online application form summary. You authorise the Trustee (and each other person acting on behalf of the Trustee) to pay those amounts from your Account to your Nominated Financial Adviser (until notified in writing otherwise).
- 5** You consent to your Nominated Financial Adviser receiving certain communication and notifications on your behalf, and understand and agree that should you cease to have a Nominated Financial Adviser this information will not be sent to you.
- 6** You authorise your Nominated Financial Adviser to submit instructions to the Trustee on your behalf regarding the operation of your Account (including investments) and management of your Portfolio and Centric Profile, and you authorise the Trustee to act on instructions from your Nominated Financial Adviser. You acknowledge and confirm that your Nominated Financial Adviser will have standing authority to:
- Submit and manage investment instructions, including elections on dividend or distribution re-investment (where applicable);
 - implement and update your Managed Discretionary Account (MDA) Account investment program attributes;
 - make corporate action election decisions;
 - manage pension payment amount and frequency changes;
 - manage regular contribution payment amount and frequency changes;
 - manage certain portfolio attributes such as Account contribution strategies, minimum cash balance limits, and household groupings;
- 7** Your authorisation to your Nominated Financial Adviser includes the power to delegate from time to time to one or more staff members employed by the adviser or the same business that employs your adviser, but only on the basis that the adviser remains responsible for the conduct of the adviser's delegate as though they were the conduct of the adviser. References to your adviser include when the act or omission is by the adviser's delegate.
- 8** You release, discharge and indemnify each of the Trustee, the Administrator, Custodian, and the Promoter and each other persons acting on behalf of them respectively (and all of their respective successors and assignees) from and against all losses, actions, liabilities, claims, demands and proceedings arising from your appointment of a Nominated Financial Adviser (other than any loss or damage arising from the fraudulent conduct or wilful misconduct of the Trustee, the Administrator and the Promoter, and their employees, contractors and agents), and all acts, matters and things done or purported to be done by the Nominated Financial Adviser even if not authorised by you or you have not notified the Trustee of any limitation or revocation of their authority to act on your behalf.
- 9** Should you cease to have a Nominated Financial Adviser, you understand and agree that your Portfolio of Accounts will be handled in accordance with the provisions set out in the Centric Super Additional Information Guide.

Section 4: Orders

- 10** If you or your Nominated Financial Adviser (on your behalf) places an investment instruction through Centric Super, you agree and acknowledge that:
- Orders cannot be amended after they have been placed.
 - Orders may be cancelled, subject to exchange rules and the rules and requirements of the market participants who have received your order.
 - Neither the Trustee nor its Service Providers is liable for any error made (by you or by your Nominated Financial Adviser) in the inputting of an order, any error occurring on a securities exchange or other execution venue, the rejection or cancellation of any order for any reason, the acts or omissions of any third parties or any other error outside the direct control of the Trustee or its Service Providers.
 - Orders will not be processed where the completion or that order would result in your holdings of an investment being in excess of the stated maximum concentration limit for that investment.

- 11** If you or your Nominated Financial Adviser (on your behalf) access market data through Centric Super, you agree and acknowledge that:
- Market prices displayed may be delayed;
 - Market orders may be executed at prices that vary substantially from the bid or offer quotes displayed at the time the order was placed;
 - The Trustee, its Service Providers and third party data providers (including relevant securities exchanges) do not guarantee the accuracy or reliability of the market data or other information they provide and accept no liability (whether in tort, contract or otherwise) for any loss or damage arising from any inaccuracies or omissions (other than where the loss or damage is caused by fraudulent conduct or wilful misconduct of the Trustee or its Service Providers).

Section 5: Investment risks

- 12** You understand and acknowledge that none of the Trustee, each other person acting on behalf of the Trustee, including the Administrator, the Promoter and the Investment Services Provider and their respective related or associated persons or bodies corporate, undertakes, guarantees or makes any statements or representations concerning the future performance of your investments in the Fund, any specific level of performance, any repayment of capital invested in the Fund or the success or tax effect of any strategy used or the success of overall management of your investments.
- 13** You acknowledge and understand that your investments in the Fund are subject to risks, including the risks that you may lose some or all capital, you may lose income or opportunities due to possible delays in making investments or in repayment of some or all capital and the risk of failure to receive any income, or of income at any particular time.
- 14** You understand that an investment option may cease to be offered in the Fund at any time, at the discretion of the Trustee, and that may affect the composition of investments in your Account.
- 15** You acknowledge that the Trustee is authorised to exercise its discretion over your investments in the Fund in accordance with the investments nominated in investment instructions received from you or your Nominated Financial Adviser on your behalf. You acknowledge that, while the Trustee will use reasonable endeavours to ensure the investment instructions are followed, it may not be able to do so in all situations. In certain circumstances the Trustee may cancel investment instructions received from you or your Nominated Financial Adviser without prior consent in order for the Trustee to comply with relevant law or regulation, operating rules and procedures of a relevant exchange or clearing house or internal policies and procedures.
- 16** You understand and accept that if an investment held in your Account is or becomes an illiquid investment, then:
- there is no maximum period in which a rollover involving an illiquid or suspended investment will be processed; and
 - the time required by the Trustee to process such a request will vary, depending on the investment.
- 17** You acknowledge that the Trustee may determine when an investment is illiquid. This includes but is not limited to when:
- it is an investment that requires a period of greater than 30 days to process a withdrawal, rollover or switch request due to the illiquid nature of the investment;
 - it cannot be converted to cash within the time required after a relevant request is properly made;
 - converting it to cash within the time required would likely have a significant adverse impact on the realisable value of the investment; and
 - the size of the investment parcel that you are attempting to sell is below the minimum market threshold.

Section 6: Minimum Cash Balance

- 18 You agree to keep the minimum Centric Super Cash balance in your Account as disclosed in the PDS Documents or as otherwise notified to you.
- 19 You acknowledge and authorise the Trustee (without further notice to you) to sell investments in your Account, in the manner disclosed in the PDS Documents or as otherwise notified to you if your Centric Super Cash falls below the minimum level required or if there is insufficient cash to process fees.

Section 7: Website and Online Access

- 20 You agree to comply with Sections 1 to 22 (inclusive) of the Centric Terms and Conditions available at www.centricwealth.com.au/policies, as amended from time to time.

Section 8: Anti-money laundering and counter terrorism financing

- 21 You acknowledge that neither the Trustee nor the Administrator will be responsible or liable for any loss suffered if transactions are delayed, blocked, frozen or declined as a result of the Trustee or Administrator being unable to establish your identity or if they reasonably believe that you are a Prescribed Person.
- 22 You are not aware and have no reason to suspect that the monies contributed to the Fund, have been or will be derived from or released to any money laundering, terrorism financing or other activities deemed illegal, or that the proceeds of any withdrawals will be used to finance any illegal activities.
- 23 If required, you consent to the Trustee, the Administrator and all of their Service Providers verifying the validity of any government issued identity document that you provide for verification purposes through the Australian Government document verification service (DVS), and for this purpose you authorise the Trustee to provide the relevant government issued identity documents to

the Administrator to verify the government identity document information, and to access the DVS for this purpose.

Section 9: Definitions

In the Centric Super Terms and Conditions:

- words and phrases defined in the Centric Terms and Conditions available at www.centricwealth.com.au/policies have that meaning in these terms and conditions; and
- otherwise:
 - **ATO** means Australian Tax Office.
 - **Centric Super Cash** represents the cash held in your Account and is used to facilitate transactions.
 - **MDA Account** means an Account to hold assets supporting managed discretionary accounts.
 - **MDA Provider** means the Nominated Financial Adviser or other financial services provider who is licensed to provide MDA services and has been appointed by you to provide those services. Your appointment of the MDA Provider is made by execution of a separate agreement to which the Trustee, Administrator, Custodian, Promoter and Investment Services Provider are not party.
 - **Nominated Financial Adviser** means an eligible financial adviser you have appointed to provide advice to you, and who you have authorised to operate your Portfolio of Accounts.
 - **Prescribed Person** means any person or entity who is reasonably believed to be:
 - i in breach of the laws of any jurisdiction regarding economic or trade sanctions, or laws prohibiting money laundering or terrorism financing;
 - ii on a list of persons with whom dealings are proscribed by Australian laws or the laws of another recognised jurisdiction; or

- iii any person or entity who is reasonably believed to be acting on behalf, or for the benefit of, a person or entity referred to in paragraphs (i) or (ii).
- o **Service Providers** means the Administrator, Custodian, Promoter, Investment Services Provider and any other party appointed or retained by the Trustee to provide services to the Fund.
- o **TFN** means Tax File Number.
- o **Trust Deed** means the trust deed for the Centric Super Fund dated 1 September 2020, as amended from time to time.