

# Wealth Accelerator Multi Asset Portfolio Service

## Non-custodial power of attorney

Please use **BLACK** pen and **BLOCK** letters.

References to 'I', 'me' and 'my' include individual investors, joint investors and corporate investors.

 Please return a completed copy of the original Power of Attorney to Netwealth by mail.

### 1. Appointment

I,

\_\_\_\_\_  
Name of registered account holder/trustee/name of company or corporate trustee

\_\_\_\_\_  
Account designation, if applicable (e.g. name of self-managed super fund, trust)

of

\_\_\_\_\_  
Address

(the '**Principal**') appoint Netwealth Investments Limited (ABN 85 090 569 109) ('**Netwealth**') of Level 6/180 Flinders Street, Melbourne in the State of Victoria, Australia to be my attorney in connection with the administration services described in Netwealth's Wealth Accelerator Multi Asset Portfolio Service Guide (as updated or re-issued from time to time), and to exercise the powers set out below.

### 2. Definitions

In this document, '**Asset**' means an asset:

- a. that is or is intended to be (once it is acquired) held in the name of the Principal, or a custodian or nominee (other than Netwealth) on behalf of the Principal; and
- b. Netwealth has accepted as an asset in respect of which Netwealth is willing to provide administration services to the Principal.

### 3. Powers

The Principal authorises Netwealth to do any or all of the following:

- a. administer any Asset with all the powers of an absolute owner;
- b. apply for (including apply for or make an investment or additional investment in), sell, transfer, assign, redeem or otherwise dispose of an Asset in accordance with, or in order to give effect to, an instruction from the Principal or an agent of the Principal;
- c. provide personal information about the Principal (including the Principal's Tax File Number) to an issuer, manager or administrator of an Asset ('**Recipient**'), whether within Australia or overseas, in connection with an Asset (including any identity verification requirements);
- d. receive any distributions, dividends or other income in connection with an Asset, or the proceeds of any disposal of an Asset, and to direct any registry or administrator in respect of the Asset to pay any such amounts to a trust bank account held by Netwealth for processing before being transferred to the Principal's nominated Wealth Accelerator account;
- e. exercise any voting right in respect of an Asset in accordance with, or in order to give effect to, an instruction from the Principal or an agent of the Principal;
- f. instruct the issuer of an Asset in respect of any corporate action relating to that Asset in accordance with, or in order to give effect to, an instruction from the Principal or an agent of the Principal;
- g. do any thing or execute any document that Netwealth considers necessary or convenient in order to give effect to anything in paragraphs a-f above;
- h. at the Principal's cost, to stamp and register this power of attorney where stamping of registration is required in order for this document to be an effective grant of power of attorney.

### 4. Delegation of powers

- a. Netwealth may delegate the exercise of its powers under this document to any person engaged (whether as employee or contractor) by Netwealth or any of its related bodies corporate (within the meaning of the *Corporations Act 2001*(Cth)) having a position title including the word "Manager" (including any person acting in that position from time to time).
- b. Netwealth may appoint one or more attorneys to exercise any of its powers under this document and may revoke those appointments at any time.

### 5. Validity of acts

- a. The Principal declares that all acts, matters and things done by Netwealth (or its authorised delegates) in exercising powers under this document will be as valid and effective as if they had been done by the Principal.
- b. The Principal agrees to ratify and confirm whatever Netwealth or its authorised delegates do in exercising powers under this document, including anything done between the revocation of this document and such revocation becoming known to Netwealth.
- c. Without limiting paragraph 5b, the Principal agrees to sign any document that Netwealth reasonably requires in order to confirm to a third party that an asset in respect of which Netwealth seeks to exercise a power under this document is an Asset.

### 6. Indemnity

The Principal indemnifies Netwealth against any liability, loss, costs, charges or expenses that Netwealth (or its authorised delegates) may sustain or incur as a direct or indirect consequence of the exercise of any power under this power of attorney.

Non-custodial power of attorney (continued)

7. Benefit to Netwealth

Netwealth may exercise a power under this power of attorney even if Netwealth may benefit as a direct or indirect consequence of the exercise of that power.

8. Revocation

This power of attorney can only be revoked by written notice from the Principal to Netwealth. The Principal declares that a person (including but not limited to a firm, body corporate, unincorporated association, or authority) who deals with Netwealth in good faith may accept a written statement signed by Netwealth to the effect that this power of attorney has not, to the knowledge of Netwealth, been revoked as conclusive evidence of that fact.

9. No personal liability

Netwealth's (or an authorised delegate's) exercise of any power under this document does not involve:

- a. any personal liability on the part of Netwealth or the delegate in connection with that exercise of power or its consequences; or
- b. any express or implied warranty as to the validity of this document or the right to exercise that power.

10. Disclosure of personal information

The Principal acknowledges that the disclosure of personal information (including Tax File Numbers) by Netwealth as permitted under this power of attorney may be to Recipients outside Australia, who might not be subject to the Australian *Privacy Act 1988* or other laws protecting personal information. The Principal acknowledges that Australian Privacy Principle 8.1 will not apply to such disclosure. The Principal consents to the disclosure of personal information (including Tax File Numbers) by Netwealth as permitted under this power of attorney.

11. Governing law and jurisdiction

This power of attorney is made under Part 2 of the *Powers of Attorney Act 2014*(Vic) and is governed by the law in force in Victoria, Australia. The Principal submits to the non-exclusive jurisdiction of the courts of Victoria.

Joint holders

I agree and acknowledge that, if this power of attorney is signed by two or more persons (including where either or both does so as a trustee), then each of us appoints Netwealth as our attorney in accordance with the terms set out in this power of attorney.

Execution

This document is executed as a deed poll. It is made on the date of the Principal's signature, as indicated below. Please sign using the appropriate option below.





Individual signing by hand (i.e. in 'wet ink').

If there are multiple joint account holders, a separate power of attorney must be completed by each of them.

Signed, sealed and delivered by:

<b>Name one</b>	<input type="text"/>
Position/title	<input type="checkbox"/> Individual <input type="checkbox"/> Director <input type="checkbox"/> Sole director & sole company secretary <input type="checkbox"/> Other <input type="text"/>
Signature	<input type="text"/> Date <input type="text"/> / <input type="text"/> / <input type="text"/>
<b>Name two (if applicable)</b>	<input type="text"/>
Position/title	<input type="checkbox"/> Director <input type="checkbox"/> Company secretary <input type="checkbox"/> Other <input type="text"/>
Signature	<input type="text"/> Date <input type="text"/> / <input type="text"/> / <input type="text"/>

Once complete please send to us

- Send to us:**  Netwealth Investments Limited, Reply Paid 336, South Melbourne VIC 3205
- For more information:**  [netwealth.com.au](http://netwealth.com.au)       1800 888 223       Your adviser