LEGAL
CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your Reference: Jacaranda Retirement Company POA
Our Reference: 9600511125605
Telephone: 1800 141 612

05 November 20

Prepared with your company and attorney details.
legalconsolidated.com.au/company-power-of-attorney/

Managing Director
Jacaranda Retirement Pty Ltd
ACN 123 456 780
1 Macquarie Place
Sydney NSW 2000
Australia

Attention: Alexander James Bennett

Dear Managing Director,

Company Power of Attorney for Jacaranda Retirement Pty Ltd

Attached is the documentation. Please note that we have not provided legal advice nor have we verified the identities of any individuals or entities involved. Additionally, we have not assessed the authenticity of those associated with the company, including its directors and shareholders.

This Company Power of Attorney appoints **Catherine Anne Bennett** to act for Jacaranda Retirement Pty Ltd within the powers and limits set out in the Deed.

How to print your document
When you are satisfied that the document is according to your instructions, this is after speaking with your accountant, please:

A. Download the PDF (Do not print directly from the browser.)
B. Print the PDF Printer settings: A4 paper
100% scale (turn off 'fit to page')
C. Print single sided (NOT duplex).

We confirm that we only act for Jacaranda Retirement Pty Ltd ACN 123 456 780 (**Company**) in its personal capacity only.

Fully read the attached minutes and Company Power of Attorney to ensure it complies with your instructions.

Liability limited by a scheme approved under Professional Standards Legislation

The document is completed along with the attached *Minutes of Company Directors Appointing Company Power of Attorney*. The document is tabled at a Directors' Meeting, where the appointment of the power of attorney must be approved.

Can I Only Give the Company Power of Attorney to the Attorney When Required?

The original signed document is retained by the company. A certified copy may be provided to the appointed attorney. The company may choose to make the document or a certified copy available to the attorney only when one or more directors are unavailable to act on behalf of the company.

Who does the law firm act for?

We confirm that we only act for the company and only in the company's personal capacity. If, for example, the company ever operates as trustee then the law firm does not act for the company in that capacity.

Further, all other parties including trusts, shareholders, directors and the person the company appoints under this POA must seek their own independent legal advice.

The law firm has provided no legal advice in preparing these documents. The information below in this letter is general in nature.

Legal Disclaimers

Legal Consolidated Barristers & Solicitors acts solely for the company and only in its personal capacity. The firm has not provided any legal, financial, taxation, or commercial advice regarding:

- The suitability, enforceability, or operation of this Deed;
- The company's constitution, trust deeds, shareholder agreements, or other governing documents;
- The consequences of appointing an Attorney under this Deed; or
- Any other legal or commercial matter relating to this Deed.

We have not reviewed the company's internal governance documents or verified the identities, legal capacity, or financial standing of any party.

The company, its directors, shareholders, and attorneys must obtain independent legal, financial, and taxation advice before executing or relying on this Deed.

What is a Company Power of Attorney?

A Company Power of Attorney authorises a person to act and sign documents on the company's behalf. This nominated person is known as the attorney.

The **Company Power of Attorney** authorises the attorney to execute documents on behalf of the company. This may be required where a company's directors are unavailable to act for or on behalf of the company.

How does a Company Power of Attorney operate?

A director dies, loses capacity or is unavailable. The company still needs documents signed and business attended to. A Company Power of Attorney appoints an attorney to

act for the company within the powers granted. It does not appoint the attorney as a director or transfer the director's personal duties.

Self-Managed Superannuation Funds

Some fund managers require all directors of an SMSF trustee company to sign withdrawal, rollover or transfer requests. A personal Enduring Power of Attorney does not authorise its holder to sign in a director's place.

What if the company constitution is silent on Company Power of Attorney?

A company has legal capacity. As a company is recognised as an unnatural person, the *Corporations Act* provides for a company to appoint an attorney and an agent. A specific power in your company constitution is not required. However, your Constitution may have something in it stopping the Company POA from operating. Check with your lawyer regarding this.

We have, however, not reviewed the company or company constitution.

We have also not reviewed the operations of the company or any matters relating to the company.

Is the Company Power of Attorney drafted as widely as possible?

Your personal Enduring POA looks after you. Your Company POA gives authority to act for your company. They perform different jobs. Keep both appointments current.

The company appoints its attorney.

Build this document here:
legalconsolidated.com.au/company-power-of-attorney/

to be as wide as possible. If you wish
rough that power and have all the

ake sure that it covers what you need
s exactly every power that you want. If
y cannot act in that particular matter.

y for company matters?

te for a Company Power of Attorney.

uring Power of Attorney".

2. Further, medical/lifestyle POAs in Australia are called:
    - Enduring Power of Guardianship – Western Australia, Tasmania and New South Wales
    - Enduring Power of Attorney – Australian Capital Territory and Queensland
    - Advance Personal Plan – Northern Territory
    - Appointing Medical Treatment Decision Maker – Victoria
    - Enduring Guardianship
    - Medical Enduring POA
    - Advanced Care Directive – South Australia

Neither an Enduring nor a medical/lifestyle POA can be used to act for a company. Instead, you need the attached Company Power of Attorney.

Even if you, as a human being, have granted a power of attorney to someone to manage your financial affairs, this does not extend to your company. An attorney under an Enduring POA cannot sign documents on your behalf, in your capacity as director of a company.

Am I liable for the acts of my Company's Power of Attorney?

A director remains liable for an attorney's actions. It is important to think about who is suitable for the role of Attorney to avoid issues.

How does the Company Power of Attorney interact with my Will?

A Will is not a substitute for a Company Power of Attorney because a Will only comes into operation after a person dies. Before the executor has administered the estate, a Company Power of Attorney may ensure smooth operation of a company after the death of a director.

Will I lose any of my rights, as a director, if I appoint a Company Power of Attorney?

No. If you are available and capable, as a director, you retain full authority to act for your company while you remain a director. The appointment of a Company Power of Attorney does not remove or limit your rights as a director unless specifically stated in the company's constitution.

Check that the POA is drafted to align with your intentions. If there are any concerns about how the POA may operate in practice, legal advice should be obtained to avoid unintended consequences.

Limits of the Company Power of Attorney

A Company Power of Attorney is a legal instrument that allows a company to delegate certain powers to the appointed human to act on its behalf. However, there are specific limitations on what actions an attorney can perform under a Company POA.

These are some examples of what an attorney cannot do under this Company POA:

- Act outside the limited powers specified in the Company POA: The attorney must operate strictly within the boundaries granted by the POA. Before entering into any transaction, check that the powers granted in the Company POA are both wide enough and specific enough to be accepted by regulators, banks, and other relevant institutions. Failure to do so may result in the transaction being void or unenforceable.
- The death of a director does not, by itself, terminate this Company Power of Attorney. The Attorney continues to exercise the powers validly granted by the Company, subject to this Deed, the Company's Constitution and applicable law. The appointment does not make the Attorney a director. A replacement director must still be appointed.
- Swear an affidavit in the appointor's name: An attorney is not permitted to swear affidavits on behalf of the principal, as this is considered a personal act that cannot be delegated.
- Perform non-delegable duties: Certain responsibilities, particularly those requiring the personal judgment or discretion of the principal, cannot be transferred to the attorney.
- Exercise a non-delegable trustee duty or discretion: The Attorney must not exercise a trustee duty or discretion unless its delegation is permitted by the trust's governing rules and applicable law.

Trustee delegation rules differ between jurisdictions. For example, section 64 of the *Trustee Act 1925* (NSW) and section 54 of the *Trustees Act 1962* (WA) impose conditions on their statutory delegation powers. A director's absence or incapacity does not, by itself, establish that a corporate trustee meets those conditions. Check the trust deed, applicable trustee legislation and, for an SMSF, the *Superannuation Industry (Supervision) Act 1993* (Cth) before relying on a delegation.

- Assign their powers or duties to another person: The authority granted to the attorney is personal and cannot be delegated unless explicitly permitted by the POA.

Example of a POA limitations

The case of *Re Narumon Pty Ltd* [2018] QSC 185 highlights the limitations of an attorney's authority under a POA. This case dealt with not a Company POA but an Enduring POA, however, the laws are similar in this regard.

The Supreme Court of Queensland ruled that while an attorney under an Enduring Power of Attorney could extend an existing Binding Death Benefit Nomination for a member of a self-managed superannuation fund, they did not have the authority to create a new one. This decision underscores the importance of ensuring that any action taken by an attorney falls strictly within the powers conferred by the POA.

It is crucial for both companies and the appointed attorney to carefully review the Company POA to ensure it meets the intended needs and legal requirements. Seeking legal advice before relying on the POA can help avoid complications and disputes.

What are the Attorney's obligations?

An Attorney must:

- Avoid conflicts of interest between themselves and the Company. If a potential
- gal advice and disclose the conflict
- terests. Any action taken under the
- lign with the Company's interests,
- Attorney should maintain detailed
- actions taken under the POA. Failure
- om the Company's finances and assets. Mixing personal and Company funds can lead to allegations of misconduct, regulatory breaches, and potential legal liability.
- Not pay themselves or others with the Company's money unless expressly authorised. The Attorney may only receive remuneration or make payments to others if explicitly permitted under the POA or as directed by the Company. This does not prevent the Attorney from claiming reasonable out-of-pocket

Your company holds trust assets? Check the trust rules as well as the company appointment. A Company POA does not transfer every trustee discretion to the attorney.

Read the trustee limits with the powers in the Deed.

Build this document here:
legalconsolidated.com.au/company-power-of-attorney/

expenses incurred in carrying out their duties, provided such claims are properly documented and in accordance with the Company's policies.

Attorneys who fail to comply with these obligations may be held personally liable for losses suffered by the Company. Court cases, such as *Daly v Sydney Stock Exchange Ltd* (1986) 160 CLR 371, illustrate the serious consequences of breaching fiduciary duties, including potential civil and criminal penalties.

Before acting under a Company POA, Attorneys should confirm that their actions fall within the scope of the authority granted and seek legal advice if there is any uncertainty.

A proprietary company's sole director may sign under section 127 of the *Corporations Act 2001* (Cth) if that person is also the sole company secretary or the company has no company secretary. The sole-secretary checkbox records that role where applicable; it is not a condition for a sole director of a company with no secretary to sign.

This POA has NOT been prepared to be lodged at a title office

This Company Power of Attorney has not been prepared for lodgement at a Titles Office.

The Deed grants powers to deal with land. It does not certify that a land registry will accept this Power of Attorney. Before the Attorney signs a land contract or dealing, obtain conveyancing advice about the transaction and complete any required registration, noting, execution and verification steps. A separate or supplementary jurisdiction-specific power of attorney may be needed. This Company Power of Attorney has not been prepared or checked for direct lodgement at a Titles Office.

Does the company POA work overseas?

Legal Consolidated is an Australian law firm. We do not provide legal advice for jurisdictions outside Australia.

While the Company Power of Attorney does not limit its scope to Australian jurisdictions, we do not advise on how or if it operates overseas. The enforceability and recognition of the POA in another country depend on the legal requirements of that jurisdiction. Before relying on the POA outside Australia, you must engage a lawyer in the relevant country to confirm its validity and effectiveness.

Any stamp duty on a Company POA?

A Company Power of Attorney is generally not subject to stamp duty or transfer duty in Australian states and territories.

However, if the POA is used to effect transactions involving dutiable property, such as real estate, the transaction itself may attract stamp duty or transfer duty.

For example, in New South Wales, a POA does not require stamp duty for registration. Similarly, in Western Australia, while the POA itself is not subject to stamp duty, any property transactions conducted under its authority may be subject to transfer duty.

Therefore, while the POA document may not incur duty, the transactions executed under its authority could be dutiable. Check with a legal professional or the relevant state or territory revenue office to understand the specific duty implications of transactions conducted under a Company POA.

Withdrawing the Company POA

A company can terminate a Company Power of Attorney, provided it has the 'legal capacity' to do so. This means the company's decision-making processes must comply with its constitution and the *Corporations Act 2001 (Cth)*.

The revocation is documented in writing to ensure clarity and legal effectiveness.

Steps to Revoke a Legal Consolidated Company POA:

Prepare a Written Revocation: Draft a document clearly stating the revocation of the POA. This document should include:

- The company's name and details.
- The attorney's name and details.
- The date of the original POA.
- A clear statement revoking the POA.

Notify the Attorney: Provide the attorney with the written revocation to inform them that their authority has been terminated.

Retrieve POA Copies: Request the return of all copies of the original POA from the attorney to prevent any further use.

Inform Relevant Parties: Notify all third parties who were aware of or relying on the POA, such as banks, clients, or government agencies, to ensure they no longer recognise the attorney's authority.

Deregister the POA: If the POA was registered with any official bodies or land titles offices, lodge the revocation with these entities to formally cancel the attorney's powers.

Consequences of Not Informing the Attorney: Failure to notify the attorney of the revocation may result in the attorney continuing to act under the assumption that the POA is still in effect, potentially binding the company to unintended obligations.

For example, in *Timmerman v Commercial Banking Co of Sydney Ltd* (1961) 106 CLR 210, the High Court of Australia held that a third party dealing with an attorney without knowledge of the revocation of the POA could still enforce the transaction against the principal. This underscores the importance of promptly notifying all relevant parties of the revocation to prevent unauthorised acts.

Revoking a Company POA requires clear, documented actions and communication to all involved parties. Legal advice is recommended to ensure compliance with all legal obligations and to address any complexities specific to the company's situation.

How Does the Attorney Sign to Accept the Company Power of Attorney?

There are strict rules on how the Attorney must sign a Company Power of Attorney:

1. **Signatures must be in ink.** Use black or blue ballpoint pen. Do not mix colours.
2. **Sign using the Attorney's usual signature.** The signature must match the Attorney's standard legal signature.

3. **Do not print the name when signing.** A printed name on a Company POA raises doubts about whether the document has been properly signed and accepted.

Failure to comply with these signing requirements may result in the POA being challenged or rejected by third parties, including banks and government agencies.

How does an independent person Witness the Attorney's signature?

To provide independent evidence of signing, choose a witness who meets the following requirements:

1. **The witness must not be a party to the Company POA.** This includes:
    - Not being related to the Attorney by blood or marriage.
    - Not being the Attorney's spouse or de facto partner.
    - Not having a close personal relationship with the Attorney.
2. **The witness must observe the Attorney sign the Company POA** before signing as the witness.
3. **The witness must be an adult.** They must be at least 18 years old and of sound mind.
4. **The witness must clearly print their full details** below their signature, including:
    - Full name
    - Residential address
    - Occupation

    These details must be in English script and legible.
5. **The Company POA must be signed within Australia.**

Failure to meet these requirements may result in the Company POA being rejected by banks, government agencies, and other third parties.

This now concludes the matter. Thank you for your instructions.

Yours sincerely,

Legal Consolidated

Legal Consolidated Barristers & Solicitors

Jacaranda Retirement Pty Ltd ACN 123 456 780

Minutes of Company Directors
Appointing Company Power of Attorney

Held at .....

Present:

All Shareholder(s) and all Director(s) were present as evidenced by the signing of these minutes.

Quorum: It was noted that a quorum was present at the meeting.

Notice of Meeting: It was confirmed that the Directorship received notice of this meeting, and that there is unanimous consent to the meeting being held. The Directorship waives the requirement for any specified period of the notice of meeting. It was resolved unanimously that the meeting is validly constituted regardless of any failure to give notice, as required under the *Corporations Act*.

The attached Company Power of Attorney was tabled (**Company Power of Attorney**). In the Company Power of Attorney, Jacaranda Retirement Pty Ltd appoints:

Catherine Anne Bennett
111 Eagle Street, Brisbane QLD 4000, Australia
(**Attorney**)

It was resolved that:

A. That the directors have read and fully understood the terms of the Company Power of Attorney (**Deed**).
B. The accountant of the Company has reviewed the documents before they are signed.
C. That the directors confirm this Deed is in the best interests of the company.
D. That the directors acknowledge their ongoing fiduciary duties under the *Corporations Act 2001* (Cth) and confirm that this Deed does not improperly delegate non-delegable director responsibilities.
E. All Shareholder(s) and all Director(s) confirm the Attorney's capacity to act, including that the Attorney:
   - is not bankrupt or subject to any disqualification;
   - ...acting under the POA; and
   - ...der the POA.

...ise Jacaranda Retirement Pty Ltd
...f Attorney upon the terms set out in

...ted.

... how the Attorney signs this Company

- Signatures must be in ink. The use of black or blue ballpoint. Do not mix colours.
- Sign in the Attorney's usual signature.

Minutes record the company's decision. Read them with the Deed, approve the appointment and retain the signed record with the company's documents.

A clear appointment starts with a clear company decision.

Build this document here:
legalconsolidated.com.au/company-power-of-attorney/

- The Attorney's signature is not a printed name (a printed name on the Company POA raises the question of whether the document has been signed and truly accepted).

I. It is duly noted that this is how a person witnesses the Attorney's signature:
   - the witness is not a party to the Company POA, is not related to the Attorney by blood or marriage, is not the Attorney's spouse or de facto partner, and does not have a close personal relationship with the Attorney.
   - the witness has watched the Attorney sign and only then signed the Company POA as the witness.
   - the witness is an adult (over 18 years of age and of sound mind).
   - in very clear printing is the full name, address and occupation of the witness, in English script below the witness' signature. All details of the witness must be able to be clearly read.
   - the Company POA is signed within Australia.

J. All Shareholder(s) and all Director(s) agree and warrant that the law firm preparing these documents only acts for the Company. And only in its personal capacity and as further restricted in the letter enclosing these documents. All other persons need to seek their own independent advice.

K. The law firm preparing this Deed acts solely for the company in its personal capacity and has provided no legal, financial, taxation, or other professional advice regarding this Deed or its suitability for any specific purpose. The law firm has not reviewed the company's constitution, trust deeds, or any other governing documents. All parties, including the company, its directors, shareholders, attorneys, and any other related persons, must seek their own independent legal and professional advice before executing this Deed. The law firm accepts no responsibility for any reliance placed on this Deed outside its intended purpose.

L. The law firm prepared this Deed solely at the request of the company and only in its personal capacity. The Law Firm does not act for any shareholders, directors, attorneys, beneficiaries, or any other third parties in relation to this Deed.

M. The law firm has not provided legal, financial, taxation, commercial, or regulatory advice regarding:
   - The suitability, operation, or enforceability of this Deed;
   - The company's constitution, trust deeds, shareholder agreements, or other governing documents;
   - The impact of this Deed on the company's corporate governance, fiduciary obligations, or regulatory compliance;
   - The consequences of appointing an Attorney under this Deed; or
   - Any other matter relating to the legal or commercial effect of this Deed.

N. The law firm has not verified the identities, legal capacity, financial standing, or intentions of the company, its directors, shareholders, or attorneys.

O. All parties to this Deed, including the company, its directors, shareholders, and attorneys, must obtain independent legal, financial, and taxation advice before executing or relying on this Deed. No party may rely on the law firm for any advice unless a separate legal engagement has been formally entered into.

P. The law firm accepts no liability for any reliance placed on this Deed, misuse, unauthorised modification, or unintended application of this Deed beyond its originally intended purpose.

Limits of the Company Power of Attorney

Q. A Company Power of Attorney is a legal instrument that allows a company to delegate certain powers to the appointed human to act on its behalf. However, there are specific limitations on what actions an attorney can perform under a Company POA. These are some examples of what an attorney cannot do under this Company POA:

- Act outside the limited powers specified in the Company POA: The attorney must operate strictly within the boundaries granted by the POA. Before entering into any transaction, check that the powers granted in the Company POA are both wide enough and specific enough to be accepted by regulators, banks, and other relevant institutions. Failure to do so may result in the transaction being void or unenforceable.
- The death of a director does not, by itself, terminate this Company Power of Attorney. The Attorney continues to exercise the powers validly granted by the Company, subject to this Deed, the Company's Constitution and applicable law. The appointment does not make the Attorney a director. A replacement director must still be appointed.
- Swear an affidavit in the appointor's name: An attorney is not permitted to swear affidavits on behalf of the principal, as this is considered a personal act that cannot be delegated.
- Perform non-delegable duties: Certain responsibilities, particularly those requiring the personal judgment or discretion of the principal, cannot be

The director dies. The company still exists. Its valid appointment does not end merely because that director dies. Arrange the replacement director as well.

The attorney acts for the company, not as its director.

Build this document here:
legalconsolidated.com.au/company-power-of-attorney/

liscretion: The Attorney must not
s its delegation is permitted by the

erson: The authority granted to the
ted unless explicitly permitted by the

ointed attorney to carefully review
nded needs and legal requirements.
A can help avoid complications and disputes.

There being no further business, the meeting was declared closed.

Signed as a true and correct record of the meeting immediately after the meeting.

All Director(s) of the Company after having carefully read the minutes in full and agreed unanimously:

.....

.....

And further signed by all Shareholder(s) of the Company after having carefully read the minutes in full and agreed unanimously:

.....

.....

Company Power of Attorney

for

Jacaranda Retirement Pty Ltd
ACN 123 456 780

appointing

Catherine Anne Bennett

This Company Power of Attorney (**Deed**) is made by:

Jacaranda Retirement Pty Ltd ACN 123 456 780
1 Macquarie Place, Sydney NSW 2000, Australia

(**Company**)

Catherine Anne Bennett
111 Eagle Street, Brisbane QLD 4000, Australia
(**Attorney**)

Background

A. Jacaranda Retirement Pty Ltd is seeking to appoint:

Catherine Anne Bennett
111 Eagle Street, Brisbane QLD 4000, Australia

in the capacity of attorney as per the terms & conditions in this Company Power of Attorney.

B. The Attorney will be accepting the terms of this Deed.

Prepare before the emergency. Your company appoints its attorney while it has people authorised to approve and sign the appointment. Do not wait until its only director cannot act.

Company authority and personal authority are different.

Explore the Company Power of Attorney:
legalconsolidated.com.au/company-power-of-attorney/

ne company in its personal capacity
other professional advice regarding
e. The law firm has not reviewed the
governing documents. The law firm
on this Deed outside its intended

hareholders, attorneys, and any
endent legal and professional

1 Appointment

1.1 The Company Power of Attorney is given by Jacaranda Retirement Pty Ltd, a Company incorporated in Australia.

1.2 Jacaranda Retirement Pty Ltd appoints the Attorney.

1.3 The appointment takes effect from the date of this Deed until it is revoked by Jacaranda Retirement Pty Ltd.

1.4 The death of a director does not, by itself, terminate this Company Power of Attorney. The Attorney continues to exercise the powers validly granted by the Company, subject to this Deed, the Company's Constitution and applicable law. The appointment does not make the Attorney a director. A replacement director must still be appointed.

2 Powers

2.1 The Attorney is authorised by this Deed to do anything that, in the reasonable opinion of the Attorney, is necessary for the best interests of Jacaranda

Retirement Pty Ltd this includes when the company is acting in a trustee or fiduciary position, this is for both in and outside of Australia, and (without limiting the above) also the additional authorisation to:

2.1.1 Make, sign, seal or otherwise execute, alter, correct or otherwise complete any document for and on behalf of Jacaranda Retirement Pty Ltd.

2.1.2 The Attorney may execute documents, including deeds, on behalf of the Company under section 126(1) of the *Corporations Act 2001* (Cth). Under section 126(2), the Attorney may exercise that power without a common seal. The Attorney must comply with this Deed and any additional formalities that apply to the transaction.

2.1.3 Make payments, receive money and manage other financial operations for Jacaranda Retirement Pty Ltd.

2.1.4 Appear before any government, supreme or local authority, public body, government department, association, firm or company and enter into negotiations and conclude, modify, sign or execute any contract or arrangement with such authorities.

2.1.5 Accept, sell, deal, buy, trade, lease, assign, rent or dispose of and register in the name of Jacaranda Retirement Pty Ltd any property, including choses in possession, choses in action, personal and real estate.

Banking and lending institutions

2.1.6 Apply to any banks or financial institutions for the opening or closing of bank accounts of Jacaranda Retirement Pty Ltd.

2.1.7 Open and operate bank accounts, to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities.

2.1.8 Advance or lend money to any person, with or without any security.

2.1.9 Borrow and raise money from any person, on a full or non-recourse basis, with or without security, mortgage or charge, including via an overdraft.

2.1.10 Provide any guarantee or indemnity for payment of money or for the performance of any person's contractual obligations.

2.1.11 Mortgage, lien, pledge, charge, guarantee or otherwise provide the Company assets for security for any borrowing, raising, facility, guarantee, indemnity, lease or other contractual obligation.

2.1.12 Give and execute any mortga
part or parts of the assets of t
the payment or the performar
connection with any transacti

2.1.13 Acquire, sell, lease, mortgage
enter into contracts and sign
signing or lodging a land deal
jurisdiction's requirements for
including any registration, not
verification requirements. A s
may be required. This Deed c

Need a deed signed for the company? Section 126 allows an authorised individual to execute company deeds without a common seal. The attorney must stay within the appointment.

Corporations Act 2001 (Cth) s 126.

Build this document here:
legalconsolidated.com.au/company-power-of-attorney/

2.1.14 Acquire, manage and dispose of personal property, digital assets and commercial interests in Australia or elsewhere, including legally recognised interests connected with orbital or extra-terrestrial activities. This power applies only to interests the Company may lawfully hold or deal with and remains subject to applicable law and the limits in this Deed.

2.1.15 Deposit securities or documents of title to any real property and chattels with a bank, trust, company, investment broker or like institution in any part of the world.

2.1.16 Enter into, manage and vary any arrangement relating to currency exchange, interest rates, interest rate caps, collars, floors or swaps, any currency forward rate agreement and any other financial risk management agreement, derivative and hedge.

2.1.17 **Cryptocurrency and Digital Assets**: The Attorney may manage, trade, and secure digital assets, including cryptocurrency wallets and blockchain transactions.

2.1.18 **Crowdfunding and Capital Raising**: The Attorney may manage the issuance of shares, securities, and participation in fundraising activities.

2.1.19 **Investment Management**: The Attorney may appoint or replace investment managers, financial planners, or engage in securities trading.

ease, dispose of, manage, divide,
nose in action, real or personal
s.

agreement with any person for
e Company assets, or to provide
erson.

goings, costs, charges, taxes,

suppliers and non-financial

s of holding shares, stock or
debentures in any other company in which the Company has an interest.

Banking, investments and business tasks do not stop for a holiday. This Deed sets out the powers the company gives its attorney. Check the power before the transaction.

Keep the appointment available for the organisations dealing with your company.

Explore the Company Power of Attorney:
legalconsolidated.com.au/company-power-of-attorney/

Employment and HR Powers

2.1.25 **Employment Agreements**: The Attorney may hire, terminate, and manage employees, including negotiating and signing employment contracts.

2.1.26 **Superannuation and Employee Benefits**: The Attorney may manage superannuation contributions, employee benefits, and workplace compliance matters.

2.1.27 **Workplace Disputes**: The Attorney may act on behalf of the Company in workplace disputes, including negotiations with Fair Work Australia and unions.

2.1.28 Employ any person to carry on any business or to do anything for remuneration or otherwise.

2.1.29 Open, establish, register, maintain, operate and manage on behalf of Jacaranda Retirement Pty Ltd, branches, subsidiaries or joint ventures of Jacaranda Retirement Pty Ltd.

2.1.30 Invest, participate, subscribe or take up any partnerships with any other companies, associations or other business entities.

2.1.31 Bring and defend all legal proceedings that may be necessary to protect and enforce the interests and rights of Jacaranda Retirement Pty Ltd or its branches (if any).

2.1.32 Authorise transactions in countries outside of Australia and bring or defend proceedings overseas to protect and enforce its rights.

2.1.33 **Foreign Entity Registration**: The Attorney may register and maintain the Company's presence in foreign jurisdictions.

2.1.34 **International Trade and Sanctions Compliance**: The Attorney may ensure compliance with trade regulations, embargoes, and foreign investment laws.

2.1.35 **Foreign Tax Filings**: The Attorney may liaise with overseas tax authorities for tax compliance matters.

Trustee powers

2.1.36 Where the Company acts as trustee, the Attorney exercises these powers only to the extent permitted by the trust's governing rules and applicable law, including any conditions imposed by the relevant State or Territory trustee legislation. This Deed does not authorise the delegation of any duty or discretion that the Company must exercise itself. Subject to those limits, the Attorney may:

(a) Execute, amend, or terminate trust documents, resolutions, and agreements as required in the administration of the trust.

(b) Sign trust-related contracts, loan agreements, and banking documents on behalf of the company in its trustee capacity.

(c) Authorise trust-related transactions, including transfers or assignments of trust property, provided these transactions are permitted under the trust deed and relevant legislation.

(d) Open, operate, and manage trust bank accounts in accordance with the company's role as trustee.

(e) Lodge and submit regulatory, compliance, and taxation filings in relation to the trust.

Self-Managed Superannuation Fund Trustee Powers

2.1.37 Where the Company acts as trustee of a Self-Managed Superannuation Fund (SMSF), the following powers are subject to the Fund's governing rules, the *Superannuation I* Act), other applicable super out above. The appointmen Company or satisfy the SM to those limits, the Attorney

(a) Sign, execute, or am the company, provid

(b) Implement investme the SMSF in accord Attorney may exerci delegation is permitte applicable law.

An SMSF trustee company needs more than a signature. Its attorney must respect the Fund's rules and the limits on delegation. The appointment does not make the attorney a director.

Superannuation Industry (Supervision) Act 1993 (Cth) s 17A.

Build this document here:
legalconsolidated.com.au/company-power-of-attorney/

(c) Sign ATO, ASIC, and regulatory filings required for the ongoing compliance of the SMSF.

(d) Execute contracts for SMSF property transactions, provided they meet the sole-purpose test and SIS Act requirements.

(e) Implement rollovers, pension commencements and lump sum payments validly authorised by the Company and permitted by superannuation law and the Fund's governing rules. The Attorney must not exercise a benefit-payment discretion that cannot lawfully be delegated.

2.1.38 **Act as Executor or Administrator**: Where the Company has an interest in an estate, the Attorney may estate administration proceed

2.1.39 **Charitable Trusts**: The Attor by the Company for charitable

Corporate and Administrati Ltd

2.1.40 **Corporate Governance:**The administration and implement within the authority granted b confer a director's office or a Attorney may exercise the Cc company where lawfully auth

Your company's records should tell the same story. Keep its appointment, decisions and transaction records together. An attorney's authority does not remove the directors' responsibilities.

Corporations Act 2001 (Cth) s 198D.

Explore the Company Power of Attorney:
legalconsolidated.com.au/company-power-of-attorney/

2.1.41 **Regulatory Compliance**: The Attorney may execute and submit corporate filings, reports, and disclosures to regulatory bodies such as ASIC, the ATO, and APRA.

2.1.42 **Business Licensing and Permits**: The Attorney may apply for, renew, or surrender business licences, permits, and authorisations required for the Company's operations.

2.1.43 **Intellectual Property Management**: The Attorney may register, assign, license, or enforce trademarks, patents, copyrights, and other intellectual property rights.

Taxation and Financial Compliance

2.1.44 **Taxation Filings and Payments**: The Attorney may prepare, sign, and submit taxation documents, including GST, BAS, and corporate tax returns.

2.1.45 **Customs and Duties**: The Attorney may engage with customs authorities regarding imports, exports, and duty obligations.

2.1.46 **Audit and Investigations**: The Attorney may act on behalf of the Company in dealings with auditors, the ATO, and other financial regulators.

Technology and Digital Authority

2.1.47 **Digital Accounts and Cybersecurity**: The Attorney may access, manage, and control Company digital assets, including cloud storage, social media, and domain names.

2.1.48 **Software Licensing and IT Contracts**: The Attorney may negotiate, enter into, and terminate software, SaaS, and technology agreements.

3 General Enforceability Protection

3.1 This Deed shall be interpreted and enforced to the fullest extent permitted by law. If any provision or power granted under this Deed is challenged, restricted, or otherwise questioned by a court, regulator, or other authority, the Company and the Attorney shall take all reasonable steps to modify, amend, or clarify the provision or power in a manner that most closely aligns with the original intent of the parties while maintaining its legality. No provision of this Deed shall be deemed unenforceable solely due to ambiguity or lack of specificity if a reasonable interpretation allows for its enforcement.

4 Limitation on Powers and Severability

4.1 Where the law does not permit delegation, the Attorney's powers under this Deed are reduced and fettered to the extent necessary to comply with all legal, equitable, and fiduciary obligations.

4.2 To the extent that any law, regulation, or equitable principle prohibits the delegation of specific duties, the Attorney's powers under this Deed are reduced and restricted accordingly. The Attorney must not act in a manner that contravenes statutory, common law, or fiduciary obligations imposed on the Company.

4.3 If any provision of this Deed is found to be invalid, illegal, or unenforceable in any respect, that provision shall be read down, modified, or interpreted to the minimum extent necessary to ensure its validity and enforceability while preserving its original intent. If it cannot be read down or modified, the provision shall be severed, and the nd effect as if the invalid, illegal, or This clause applies regardless of statutory changes, regulatory

olds its validity and intended an issue regarding the n, such part shall be modified or tent of the parties and the lawful bility of any provision shall not affect the validity, enforceability, or operation of the remaining provisions.

Choose someone you trust. Wide powers need careful thought. Read the obligations and limits as well as the list of things the attorney may do.

The attorney acts for the company within the Deed.

Build this document here:
legalconsolidated.com.au/company-power-of-attorney/

5 No personal Liability

5.1 Jacaranda Retirement Pty Ltd agrees that the Attorney does not assume any personal liability by exercising any of the authorities or powers on behalf of Jacaranda Retirement Pty Ltd, in accordance with the terms of this Deed, or for the consequences of exercising those authorities and powers under the terms of the Deed.

6 Indemnity

6.1 Jacaranda Retirement Pty Ltd indemnifies the Attorney against any liability, loss, cost, expense, damage, proceeding, action, claim or judgment suffered by, incurred

by, or made against the Attorney arising from the exercise by the Attorney of any of the authorities or powers on behalf of Jacaranda Retirement Pty Ltd, in accordance with the terms of this Deed.

6.2 The parties confirm that the law firm preparing this Deed only acts for the Company in its personal capacity. All other parties including any trusts, shareholders, directors and the Attorney need to seek their own independent legal advice before signing any minutes or this Deed.

7 Ratification

7.1 Jacaranda Retirement Pty Ltd ratifies all such actions by the Attorney.

8 Revocation

8.1 This Deed may not be revoked, except by Jacaranda Retirement Pty Ltd giving written notice to the Attorney.

9 Interpretation

9.1 In this Deed, unless the context otherwise requires:

9.1.1 A reference to the singular includes the plural, and a reference to the plural includes the singular.

9.1.2 A reference to one gender includes all other genders.

9.1.3 A reference to a person includes a natural person, body corporate, trust, partnership, joint venture, association, unincorporated body, or government agency.

9.1.4 A reference to any agreement, document, or instrument includes any variation, replacement, novation, or assignment of it.

9.1.5 A reference to legislation, regulations, or statutory instruments includes any amendments, consolidations, re-enactments, or replacements of them and any subordinate legislation issued under them.

9.1.6 A reference to a party includes that party's executors, administrators, [illegible] legal representatives.

[illegible] risdiction in which the company has

[illegible] cludes a reference to any legally [illegible] er equitable or statutory.

[illegible] cess to be undertaken by a party [illegible] ry legal and regulatory approvals,

9.1.10 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

9.1.11 Headings are inserted for convenience only and do not affect the interpretation of this Deed.

9.1.12 A reference to a monetary amount is in Australian dollars unless otherwise specified.

Ending the appointment? Follow the revocation provisions and notify the attorney and organisations relying on it. Keep a record of those notices.

A change in authority needs a clear paper trail.

Explore the Company Power of Attorney:
legalconsolidated.com.au/company-power-of-attorney/

9.1.13 The words includes, including, for example, or any similar expressions are not to be interpreted as words of limitation.

10 Governing Law and Jurisdiction

10.1 This Deed is governed by and shall be construed in accordance with the laws of the jurisdiction in which the company has its address as stated above.

10.2 The parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

10.3 The parties further agree that this Deed may be enforced in any foreign jurisdiction in which the Company or Attorney operates, to the extent permitted by that jurisdiction's laws.

Signed as a Deed on …… of …….. 20…….

SIGNED SEALED DELIVERED AND EXECUTED by

Jacaranda Retirement Pty Ltd
ACN 123 456 780
in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

_____ Signature of Director / sole director

_____ Signature of Director/Secretary (if applicable)

□ Sole director and sole company secretary.
□ Sole director and no company secretary.

Attorney:

_____
Catherine Anne Bennett

_____
Signature of witness

_____
Name of witness (print)

_____
Address of witness (print)

_____
Occupation of witness (print)