

**SUPERANNUATION**

**TRUST DEED**

**OF**

**MATAR EXECUTIVE SUPERANNUATION FUND**

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**THIS TRUST DEED** is made on the date set out in the Schedule to this Deed as the date of making of this Deed

**BY** The persons whose names are set out in the Schedule to this Deed beside the words "The Trustee" ("Trustees")

## **INTRODUCTION**

- A. The Trustees wish to establish a Superannuation Trust Fund to provide superannuation benefits for such approved persons who may by application become Members of the Fund and for such other purposes as may be permitted by the Superannuation Law (as defined in this Deed).
- B. The Trustees agree to hold \$1.00 as the initial settlement sum to form the Fund on trust for the Members.

### **1. THE FUND**

- 1.1 The trust fund constituted by this Trust Deed shall be called by and known as the name set out in the Schedule in this Deed beside the words "Name of this Superannuation Fund".
- 1.2 The Fund shall consist of all money (including the initial settlement sum, contributions to the Fund and investments for the time being representing the same) from time to time held by or on account of the Trustees pursuant to this Deed who shall hold the same on trust for the objects and the purposes of this Deed.

### **2. PROPER LAW**

This Deed and the Rules annexed to this Deed shall in all respects be governed and construed in accordance with the law of the State or territory set out in the Schedule to this Deed beside the words "Law of the Fund".

### **3. THE TRUSTEES**

The expression "the Trustees" means the trustee or trustees for the time being of the Fund whether initial, additional or substituted.

### **4. INTERPRETATION**

- 4.1 This Trust Deed shall be read and construed on the basis that the provisions of the Superannuation Law, as defined in this Deed, are to the extent that they impose obligations on the Trustees in order for the Fund to gain income tax concessions, incorporated in the Trust Deed, provided that this Trust Deed shall not be so read or construed and no such provision or regulation shall be so incorporated if to do so would constitute a breach of the power granted by clause 29 to vary, add to or rescind the provisions of the Trust Deed. Where there is any inconsistency between a provision in this Trust Deed and a provision in the Superannuation Law which is so incorporated, the latter shall prevail over the former.

4.2 If any clause or part thereof contained in this Deed and the Schedules and Rules forming part of this Deed shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of the remainder of this Deed including the Schedules and Rules forming part hereof and such invalid clause or part thereof shall be deemed to have been deleted from this Deed.

4.3 The headings herein are for reference purposes only and shall not affect the interpretation of the Trust Deed. In this Trust Deed and the rules annexed hereto, unless the context otherwise requires, the words denoting one gender include other genders and words denoting the singular number include the plural number and vice versa and the following expressions shall have the meanings herein attributed to them:

**"Beneficiary"** means a person (including a Member who has a beneficial interest in the Fund);

**"Beneficiary Account"** means each account kept for a beneficiary under clause 11;

**"Contribution"** or **"contribution"** means any amount paid or contributed to the Fund by or on behalf of an Employer or a Member and includes:

- (a) any amount transferred to the Fund in respect of a Member; and
- (b) any amount paid or contributed to the Fund by a Member as Eligible Spouse Contributions;

**"Dependant"** means the spouse (including de facto spouse), widow, widower, or children of a Member (including step children) or any other person who in the opinion of the Trustees was wholly or partially financially dependent on the Member at the relevant date;

**"Disqualified Person"** in relation to an individual or a body corporate (as the case may be) has the meaning given to that term in the SIS Act;

**"Eligible Person"** means a person who is:

- (a) eligible under Superannuation Law to become a Member; and
- (b) approved by the Principal Member for Membership;

**"Eligible Spouse Contributions"** means Contributions made to the Fund by a Member pursuant to Section 159T of the Tax Act and Regulation 7.04(1)(c) of the Superannuation Industry (Supervision) Regulations;

**"Employer"** means a Member's employer who makes contributions to the Fund and in relation to a particular Member means the employer of that person at the relevant time;

**"Employer's Contribution Account"** has the meaning given to it in clause 11;

**"Member"** means a person whom the Trustees have admitted as a Member of the Fund and includes:

- (a) a person who at the relevant time is receiving or is entitled to receive benefits from the Fund; and
- (b) where appropriate for the purposes of this Deed, the spouse (including de facto spouse) of the Member;

**"Member's Benefit"** in respect of a Member is the net amount then standing to his credit in the Employer's Contribution Account (if any) plus the amount standing to his credit in the Member's Contribution Account plus that proportion of the value (if any) at that time of any policy of insurance which relates to premiums paid out of the Member's Employer's Contribution account or Member's Contribution Account;

**"Member's Contribution Account"** has the meaning given to it in clause 11;

**"Pension"** has the same meaning as it has under the SIS Act;

**"Permanently and Totally Disabled"** means

- (a) such disablement as, in the opinion of the Trustees, has rendered the Member permanently incapable of engaging in full-time work for which he is reasonably fitted by education training or experience; or
- (b) where the benefit payable on permanent and total disablement is insured, the definition of permanent disablement contained in the policy document evidencing the contract of insurance,

**PROVIDED THAT**, the Trustees shall only regard a Member as being permanently and totally disabled if they have received a certificate signed by two registered medical practitioners certifying that, in the opinion of those practitioners, the Member is unlikely ever to be able to work again in a job for which the Member is reasonably qualified by education, training or experience;

**"Preservation Requirements"** means any requirement imposed by the Superannuation Law that requires that a Member's Benefit not be paid to a Member until the occurrence of certain events or that it be paid only in a certain manner or form to a complying superannuation fund or other annuity or fund which complies with the standards prescribed under the Superannuation Law, the non-compliance with which requirement would result or may result in the Fund failing to be a complying superannuation fund in any year of income and includes any requirement or guideline that is imposed or established by or under the Superannuation Law or under the terms in which a transfer of moneys or assets into the Fund is made;

**"Principal Member"** means the person named in the Schedule to this Deed beside the words "Principal Member";

**"Revenue Account"** has the meaning given to it in clause 11;

**"Rules"** means the Rules contained in the Schedule of Rules annexed to this Deed and any alterations to, additions to or variation thereof made from time to time;

**"SIS Act"** means the *Superannuation Industry (Supervision) Act 1993 (Cth)* and includes any regulations prescribed under it;

**"Superannuation Authority"** means any person or body appointed under any Superannuation Law who is empowered under that legislation or some other legislation to:

- (a) exercise any discretion;
- (b) give any consent or approval; or
- (c) give effect to and administer the Superannuation Law;

**"Superannuation Charge Laws"** means the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation Guarantee (Administration) Act 1992 (Cth)* and includes any regulations prescribed under those Acts;

**"Superannuation Complaints Tribunal"** means the tribunal established by the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*;

**"Superannuation Law"** means Superannuation Requirements in any of:

- (a) the SIS Act;
- (b) the *Superannuation Entities (Taxation) Act 1987 (Cth)*;
- (c) the Tax Act;
- (d) the Superannuation Charge Laws;
- (e) any other present or future law of the Commonwealth of Australia or any State or Territory of it which the Trustee determines to be a Superannuation Law for the purposes of this Deed;
- (f) regulations and statutory instruments made or issued under any Act specified in paragraphs (a) to (e) (inclusive) and all other requirements, whether legislative or otherwise, including (without limitation):
  - (i) any administrative guidelines, rulings or determinations made or laid down by a Superannuation Authority; and
  - (ii) statements by the government of the Commonwealth of Australia or any State or Territory (as the case may be) advising changes and proposed changes to the Superannuation Law; and
- (g) a statutory instrument which replaces any Act specified in paragraphs (a) to (e) (inclusive) or regulation specified in paragraph (f), or has the same effect, in whole or in part (whether or not passed or approved by

the same legislative or other relevant authority and whether or not incorporating or adopting any law previously in force);

**"Superannuation Requirements"** means requirements with which or which the Fund, this Deed or the Trustee must comply or satisfy (or with which or which, in the reasonable opinion of the Trustee, the Fund, this Deed or the Trustee ought comply or satisfy) in order to be a complying or regulated superannuation fund under the Superannuation Law or in order to secure or better secure any concession in respect of any tax or other government impost granted or available to the Fund or in order to avoid what the Trustee may consider to be a relevant penalty, detriment or disadvantage;

**"Tax Act"** means the *Income Tax Assessment Act, 1936 (Cth)* and *Income Tax Assessment Act, 1997 (Cth)*;

**"Taxation Reserve Account"** has the meaning given to it in clause 11;

**"Trust Deed" or "Deed"** means this Trust Deed and the Rules together with any alterations to, additions to or variation of the Trust Deed and the Rules made from time to time.

## 5. DATE OF COMMENCEMENT

The Fund was constituted on the date appearing in the Schedule to this Deed. The Fund is intended to be a complying superannuation fund which is established for the primary purpose of providing old-age pensions to or in respect of Members on their retirement or on reaching a particular age, providing superannuation benefits to or in respect of Members on their death or disablement and for all other purposes which may be permitted under the Superannuation Law.

## 6. ADMISSION OF MEMBERS

- 6.1 An Eligible Person who wishes to become a Member shall apply for membership by completing the form of application in Appendix A or such other form of application as the Trustees decide upon. Upon acceptance of the application by the Trustees the Eligible Person shall be bound by this Trust Deed in all respects as if an original party to this Deed.
- 6.2 All Eligible Persons shall provide the Trustees with such information as the Trustees may require, including proof of their correct age.
- 6.3 A Member shall inform the Trustees, as soon as practicable, after ceasing to be an Eligible Person.
- 6.4 A person ceases to be a Member when:
- (a) all benefits to which the Member is entitled under this Deed (including Pensions) have been paid or transferred from the Fund; or
  - (b) the person dies.

## **7. CONTRIBUTIONS BY AN EMPLOYER**

- 7.1 An Employer, or any other person authorised by the Superannuation Law to make contributions to the Fund, may contribute to the Fund in respect of each Member such amount as it in its absolute and uncontrolled discretion shall determine.
- 7.2 At the time of making such contributions the Employer, or any other person contributing, shall advise the Trustees of the contribution in respect of each Member.
- 7.3 Any payment of contribution by the Employer, or any other person contributing, directly to a life insurance company or investment manager shall be deemed to be a payment of contributions to the Trustees and a payment by the Trustees to the life insurance company or investment manager.
- 7.4 The Trustees shall refuse to accept contributions to the Fund otherwise than in accordance with Superannuation Law.

## **8. CONTRIBUTIONS BY MEMBERS**

- 8.1 Each Member may contribute to the Fund such amount as is agreed upon between the Member and the Trustees. The Trustees shall refuse to accept contributions by or in respect of a Member made otherwise than in accordance with Superannuation Law. The Employer may if authorised by the Member, deduct such contributions from the Member's Salary and remit it to the Trustees within the period prescribed by Superannuation Law.
- 8.2 At the time of paying a Member's contribution to the Trustees, the Employer or the Member shall advise the Trustees of the contribution in respect of the Member.
- 8.3 Any payment of a Member's contribution directly to a life insurance company or investment manager shall be deemed to be a payment of contributions to the Trustees and a payment by the Trustee to the insurance company or investment manager.
- 8.4 The Trustees may assume, without enquiry, that an Employer is authorised by the Member and by law to pay a Member's contribution by deducting the agreed amount pursuant to clause 8.1 from the Member's Salary and neither the Trustees nor the Fund shall be liable in any case where such payment or deduction is not authorised by the Member or by law, even if the Trustees have notice of it.

## **9. INVESTMENTS**

- 9.1 The Trustees may invest the whole or any part of the moneys or assets of the Fund not presently required for other purposes in any investments of any kind which the Trustees in exercising their absolute discretion think fit and without limiting the generality of the foregoing either directly or indirectly:



- (a) in investments authorised by the laws of any State or Territory of the Commonwealth of Australia for the investment of trust funds;
- (b) in the purchase of or improvement of or mortgages of real property of any tenure whether improved or unimproved;
- (c) on deposit with any of the employers, any bank or building society or any other company, partnership or person either with or without security and on such terms as the Trustees, in their absolute discretion, determine **PROVIDED THAT** the Trustees may not loan any part of the moneys or assets of the Fund to any person who is prohibited by Superannuation Law from being loaned such moneys or assets;
- (d) in shares, stock, options, debentures, bonds, unsecured notes or other securities of any company or financial institution carrying on business in Australia or elsewhere in the world;
- (e) in unites or sub-units of any unit trust; and
- (f) in bills of exchange and any negotiable instruments,

**PROVIDED THAT** the proportion of Fund assets invested in any single investment shall be limited to the amount provided for in the Superannuation Law in order for the Fund to obtain the maximum income tax concessions.

- 9.2 The Trustees may hold an interest in a part of any such investment and shall have power to vary, transpose and replace such investments in such manner as they, in their absolute discretion, think fit, without being responsible for loss occasioned by so varying, transposing or replacing.
- 9.3 The Trustees may on the written request of a Member, in their absolute discretion, hold particular investments for that particular Member and, in the case of allocated pension Member, investments which are appropriate for the investment strategy for allocated pension Members. The earnings on such investments shall be credited to the relevant account of the Member for whom such particular investments are held and income tax payable in respect of such investments shall be debited to the relevant Member's account. The Trustees are not liable for any loss by a Member arising from an investment requested by a Member.

## 10. POLICIES OF INSURANCE AND ANNUITIES

- 10.1 The Trustees may on the written request of a Member, in their absolute discretion, invest the whole or any part of the amount standing to the credit of a Member in the Books of the Fund in the payment of premiums on a policy or policies of life, disability or accident insurance in which the Trustees have a legal or equitable interest or in payment of the consideration for an annuity.
- 10.2 The Trustees may effect such policies or annuities with such company on such terms and conditions and for such periods as the Trustees think fit. The Trustees shall also have the power to accept an assignment of a policy of life, disability or accident insurance or of an annuity on such terms as the Trustees, in their absolute discretion, determine.

- 10.3 The premiums for such policies or consideration for such annuities shall be paid for out of the amount standing to the Member's credit in the Employer's Contribution Account and/or the Member's Contribution Account in such proportion as is agreed upon by the Trustees and the Member and in the absence of any such agreement, on such basis as the Trustees determine. The proceeds of such policies shall be credited to the Employer's Contribution account and/or the Member's Contribution Account in the same proportion as premiums for such policies were paid from those accounts.
- 10.4 The trustees shall have power to continue such policies or annuities for such periods as the Trustees think fit and to discontinue or surrender such policies or annuities.

## 11. RECORDS ACCOUNTS AND AUDITING

- 11.1 The Trustees shall keep a complete record of all matters essential to the administration of the Fund including:
- (a) A Minute book in which proceedings and resolutions of the Trustees are recorded.
  - (b) An Employer's Contribution Account for each Member in which is recorded:
    - (i) Contributions to the Fund by the employer in respect of that Member pursuant to clause 7 of this Trust Deed;
    - (ii) amounts credited to such account pursuant to clause 30 of this Trust Deed;
    - (iii) profits or losses of the Fund credited or debited to such account pursuant to clauses 12.1 and 12.2 of this Trust Deed;
    - (iv) forfeited benefits credited to such account pursuant to clause 15 of this Trust Deed;
    - (v) amounts debited to such account to pay premiums on policies of insurance or annuities pursuant to clause 10 of this Trust Deed;
    - (vi) the proceeds of policies of insurance credited to such account pursuant to clause 10.3 of this Trust Deed;
    - (vii) amounts debited to such account to pay income tax;
    - (viii) amounts which are not required to meet income tax liabilities and which are credited to the account pursuant to paragraph (e) of this clause.
  - (c) A Member's Contribution Account for each Member in which is recorded:
    - (i) contributions by that Member pursuant to clause 8 of this Trust Deed;

- (ii) amounts credited to such account pursuant to clause 30 of this Trust Deed;
- (iii) profits or losses of the Fund credited or debited to such account pursuant to clauses 12.1 and 12.2 of this Trust Deed;
- (iv) amounts debited to such account to pay premiums on policies of insurance or annuities pursuant to clause 10 of this Trust Deed;
- (v) the proceeds of policies of insurance credited to such account pursuant to clause 10.3 of this Trust Deed;
- (vi) amounts debited to such account to pay income tax;
- (vii) amounts which are not required to meet income tax liabilities and which are credited to the account pursuant to paragraph (e) of this clause;

and in relation to a Member or former Member who receives or is to receive a benefit in the form of an allocated pension:

- (viii) the Trustees must transfer to the Member's Contribution Account any part of the benefit not yet held there;
- (ix) instalments of the allocated pension are to be debited to the Member's Contribution Account and the allocated pension ceases when the Member's Contribution Account is exhausted;
- (x) the Trustees must agree with the Member on:
  - (i) the dates for payment of allocated pension instalments; and
  - (ii) the amount of the instalments;
 

in terms which enable the benefit to be treated as an allocated pension under the Superannuation Law;
- (xi) if for any financial year the Trustees and the Member have not agreed an instalment amount, the Trustees must pay the allocated pension at the minimum level required for the benefit to be treated as an allocated pension under the Superannuation Law;
- (xii) the Trustees may agree with the Member on whether, after the Member's death, the allocated pension is to continue for any Dependant who is the reversionary beneficiary;
- (xiii) on the death of the Member and any other person to whom the allocated pension is payable under (xii), the balance of the Member's Contribution Account is payable as a death benefit;

- (xiv) a person entitled to an allocated pension may commute all or part of it to a lump sum if the Superannuation Law permits; and
  - (xv) the maximum commutation amount at any time is the balance of the Member's Contribution Account.
- (d) A Revenue Account to which shall be credited all income from investments, profits earned and capital gains realised during each financial year having regard, where appropriate, to the income, accumulations, moneys, accretions, profits, assets or investments which relate to or represent the respective interests of the Members (including the allocated pension Members in the Fund), and to which shall be debited all expenses (other than premiums on policies of insurance), outgoings and losses incurred during each financial year.
- (e) A Taxation Reserve Account to which shall be credited amounts set aside by the Trustees to pay income tax payable in respect of contributions to the Fund and earnings of the Fund and to which shall be debited income tax paid and amounts which the Trustees determine from time to time to transfer to the Member's Accounts in proportion to the amounts standing to the credit of those accounts at that time or on such other basis as the Trustees consider to be equitable. The balance in the Taxation Reserve Account shall be transferred to the Member's Accounts in accordance with this paragraph prior to the winding-up or on crystallisation of the Fund.
- (f) A Forfeited Benefits Reserve Account to be credited with amounts in accordance with clause 15 and to which shall be debited any amounts which are applied in accordance with clause 15 hereof.
- 11.2 If a Dependant or reversionary beneficiary becomes entitled to a benefit in respect of a Member then the benefit amount may be held in a Beneficiary Account to which the Trustees may credit or debit amounts on the same basis as the accounts maintained under this clause 11 or on such other basis as the Trustees consider appropriate.
- 11.3 The Trustees shall appoint an auditor or a registered company auditor (as required by the Superannuation Law) to conduct an annual audit of the records and accounts of the Fund and certify to the Trustees whether the Fund complies with the standards imposed under the Superannuation Law.
- 11.4 The Trustees shall:
- (a) comply with the standards imposed under the Superannuation Law and shall maintain such records as are required under the Superannuation Law; and
  - (b) provide Employers and Members with such information in relation to the Fund as is required by the Superannuation Law or as the Trustees otherwise determine.

## 12. VALUATIONS AND ALLOCATION OF PROFITS OR LOSSES

- 12.1 (a) After the thirtieth day of June each year, the profits or losses arising from the investment of the assets of the Fund (other than life insurance policies or annuities) during the preceding financial year; or
- (b) On the winding up of the Fund or whenever the Trustees think it necessary, the profits or losses arising from the investment of the assets of the Fund (other than life insurance policies or annuities) during the current financial year,

less such provision for depreciation, liabilities, losses and taxation as the Trustees in their absolute discretion deem prudent shall be credited or debited by the Trustees to the Employer's Contribution Accounts and Member's Contribution Accounts in proportion to the amounts standing to the credit of such accounts on the thirtieth day of June of the preceding financial year or on such other basis as the Trustees consider to be equitable, having regard at all times to the interests of the Members (including the allocated pension Members) in the Fund.

- 12.2 The Trustees may whenever they think it necessary to make a valuation of the assets of the Fund (other than policies of life insurance and annuities) in such manner as the Trustees may determine and deduct therefrom the amount of outstanding liabilities and expenses, the estimated costs of realising the investments and such provision for taxation as the Trustees in their absolute discretion deem prudent and if the net value of the assets of the Fund determined in accordance with this clause exceeds or is less than the aggregate of the net amounts standing to the credit of all of the Employer's Contribution Accounts and the Member's Contribution Accounts at that date, the Trustees shall credit the surplus or debit the deficit to the Member's Contribution Accounts, and the Employer's Contribution Accounts in proportion to the amounts standing in their respective credits or on such other basis as the Trustees consider to be equitable, having regard at all times to the interests of the Members (including the allocated pension Members) in the Fund.
- 12.3 The Trustees may allocate to the Member's accounts of a Member, in respect of whom a benefit is being paid, an interim earning rate determined by the Trustees to apply from the date on which an allocation was last made under clause 12.1 or 12.2 to the date on which the benefit is being paid.

## 13. BENEFITS AND EXCESSIVE BENEFITS

- 13.1 In relation to a Member's Benefit:
- (a) the payment of the Member's Benefit shall be subject to any applicable Preservation Requirements and the Trustees shall not be required to pay a Member's Benefit to a Member, dependent, legal personal representative or any other person other than in accordance with the Superannuation Law;
- (b) if the Trustees are required to pay a Member's Benefit at or by a certain time by the Superannuation Law, or if the Trustees are otherwise required to pay a Member's Benefit by the Superannuation Law, then

notwithstanding any provision in the Rules or the fact that a claim has not been made under this clause, the Trustees may pay the Member's Benefit to or in respect of a Member in accordance with the Superannuation Law less any deduction that is required to be made in respect of any taxes;

- (c) if any Member's Benefit (or part thereof) otherwise payable to a Member is unable to be so paid by reason of the Preservation Requirements then the Member's Benefit may be transferred to another eligible fund elected by the Member and approved by the Trustees;
- (d) subject to the Superannuation Law, the Trustees may pay the Member's Benefit to or in respect of a Member by way of a pension, purchase of an annuity or lump sum and otherwise in accordance with the Rules applicable to the Member;
- (e) the Trustees may at the request of the Member pay benefits by transferring in specie assets of equivalent value to the benefit payable

13.2 If at any time, in the opinion of the Trustees, a Member's Benefit exceeds or would be likely to exceed the maximum reasonable benefit for the purposes of the Superannuation Law, the Trustees may take such of the following actions which they, in their absolute discretion, determine:

- (a) decline to accept any further contributions for the benefit of the Member;
- (b) establish a separate excessive benefits Fund of which the Trustees shall be the trustees and which is subject to the same trusts and powers contained in this Trust Deed;
- (c) transfer to the separate Fund established under paragraph (b) of this clause, the amount which the Trustees determine represents the excess over the maximum reasonable benefit for the purposes of the Superannuation Law.

The Trustees may accept a transfer from the separate Fund referred to in paragraph (b) of this clause 13.

#### **14. FORFEITURE OF BENEFITS**

14.1 A Member or former Member shall cease to be presently or presumptively entitled to the Member's Benefit at the discretion of the Trustees if in their opinion:

- (a) he has become bankrupt or insolvent or has attempted to assign, alienate, charge or encumber all or a part of his Member's Benefit;
- (b) he is declared mentally ill or becomes liable to have his affairs dealt with under the laws relating to mental health; or
- (c) his whereabouts cannot be traced by the Trustees for a period of five years, after making reasonable enquiries.

Notwithstanding the generality of the foregoing, this clause shall not apply to a Member's Benefit to which the Member (or any person claiming under, or in respect of, him or her) is absolutely entitled or (in the case of a Member who becomes bankrupt, commits an act of bankruptcy or executes a Deed of assignment or a deed of arrangement under the *Bankruptcy Act 1966*) to the beneficial interest (within the meaning of the *Bankruptcy Act 1966*) of the relevant person.

- 14.2 In any such event the Trustees shall apply the amount so forfeited that stood to the credit of the Member's Contribution Account for the benefit of the Member or such of the Member's Dependants as the Trustees, in their absolute discretion, determine and the Trustees may, in its absolute discretion, in order to relieve hardship only, apply the amount so forfeited that stood to the credit of the Member's Employers Contribution Account for the maintenance or support of the Member or such of his Dependants as the Trustees in their absolute discretion determine or in a manner provided for in the Superannuation Law. Such application of the Member's Benefit shall be a discharge to the Trustees for the payment thereof.

## 15. ALLOCATION OF FORFEITED BENEFITS

The amount of any forfeited benefit in the Fund by reason of the operation of clause 14 and the Rules which is not applied in accordance with clause 14.2 shall be credited to the Forfeited Benefits Reserve Account established in accordance with the provisions of clause 11.1(f) and shall be applied within such period provided for in Superannuation Law (if any):-

- (i) to the provision of the benefits that other Members or their Dependants have rights to receive from the Fund; or
- (ii) to the provision for other Members or their Dependants who have rights to receive benefits from the Fund of additional benefits on a basis that a Superannuation Authority regards as reasonable having regard to all of the circumstances; or
- (iii) for any purpose approved in writing by a Superannuation Authority; or
- (iv) in such other manner that is permitted or required under the Superannuation Law, in order for the Fund to obtain income tax concessions.

## 16. COMMON LAW RIGHTS OF MEMBERS

The provisions of this Deed and the Rules annexed hereto shall not in any way affect the right of a Member or his personal representatives or any other person to claim compensation or damages under an Act of Parliament or at a common law, in the event of the Member being injured or dying as a result of an event arising out of and in the course of his employment.

**17. NOMINATED DEPENDENTS**

- 17.1 A Member may nominate one or more of the Dependants and the legal personal representatives of that Member, to receive that Member's entitlement when that Member dies, in any form (**nomination form**) the Trustees require.
- 17.2 The Trustees may require a Member to complete a new nomination form at any time.
- 17.3 A nomination form is or becomes invalid if:
- (a) Superannuation Law does not permit the Trustees to follow the nomination form;
  - (b) a nominated Dependant dies before the Member;
  - (c) the Member later marries or divorces, or the nominated Dependant otherwise ceases to be a Dependant;
  - (d) the nomination form does not specify the proportions of the benefit which each nominated Dependant receives;
  - (e) the Member completes a later valid nomination form;
  - (f) in the Trustees' opinion, the nomination form is incomplete or the Member's intention is unclear.
- 17.4 The Trustees need not inform the Member that a nomination form is invalid.
- 17.5 For the avoidance of doubt, in this clause, **Member** includes a former Member receiving a pension.

**18. MEMBERS' RIGHTS TO BENEFITS AND STATEMENTS**

- 18.1 A Member shall have no right to or interest in his Member's Benefit except as provided herein and in the Rules and in the Superannuation Law.
- 18.2 The rights of the Members and their Dependants to receive benefits from the Fund shall be those set out in this Trust Deed and in the Rules.
- 18.3 The rights of the Members and their Dependants to receive the benefits payable under the Rules shall be fully secured within the meaning of the Superannuation Law.
- 18.4 The Members shall be provided with statements and information in relation to the administration of the Fund in accordance with the requirements of the Superannuation Law.



**19. EMPLOYER'S RIGHT TO DETERMINE EMPLOYMENT**

- 19.1 Nothing herein contained shall restrict the right of the Employer to dismiss or otherwise determine the employment of a Member or remove a director of the Employer from office and being a Member shall not be taken as guaranteeing continuation of employment or as a director.
- 19.2 The fact of being a Member shall not be used as a ground for claiming or increasing damages in a claim by the Member for alleged wrongful termination of employment or for claiming the payment of any amount on retrenchment.

**20. TRUSTEES - APPOINTMENT AND REMOVAL**

- 20.1 The Trustees may be at least two natural persons or a Constitutional Corporation.
- 20.2 The Trustees shall be appointed by deed by the Members or as otherwise permitted under Superannuation Law. The Members shall have the power by deed or by an oral or written resolution to appoint new or additional Trustees.
- 20.3 The Trustees or, where the Trustees are natural persons, each of those persons, shall hold office until:
- (a) the Trustees or person is a Disqualified Person or is otherwise disqualified from that office by operation of law;
  - (b) the Trustees or person is removed from that office by notice in writing from the Members;
  - (c) the Trustees or person retires from that office by notice to the Members; or
  - (d) in the case of a natural person:
    - (i) the person dies; or
    - (ii) the person becomes of unsound mind.
- 20.4 If a Constitutional Corporation is at the time of being placed in receivership or liquidation the sole Trustee of the Fund the Members must appoint a new trustee.
- 20.5 Subject to clause 25:
- (a) upon retirement, a Trustee shall be deemed to be discharged from the trusts of this Deed and the duties and obligations of a Trustee under this Deed at the time and on the date of retirement;
  - (b) if a Trustee has retired from office, the Trustee shall thereupon or at any time thereafter (if called upon by the then Trustee so to do) do, deliver, sign and execute all such things, papers, records, writings, documents, deeds and other property as may be necessary to give proper effect to such retirement from office and the transfer or

assignment to or otherwise the vesting of the assets of the Fund in the new Trustee.

- 20.6 Nothing contained in this Deed shall relieve a former Trustee from liability for any antecedent breach of trust for which that person would otherwise be liable.
- 20.7 The Trustees shall not be entitled to remuneration. The Trustees shall be reimbursed from the Fund for all reasonable expenses incurred by them in carrying out their duties in relation to the Fund.
- 20.8 A trustee which is a corporation may act by resolution of its board of directors or by any person appointed for the purpose by resolution of its directors, whether or not the exercise of a discretion is involved.
- 20.9 In this clause a reference to Trustee includes a reference to the officers of the Trustee (unless inapplicable).

## **21. POWERS OF TRUSTEES**

- 21.1 The Trustees shall have complete management and control of the Fund and shall, in addition to the powers otherwise granted herein and conferred upon trustees by statute and general law, exercise any of the following powers:-
- (a) to pay out of the Trust Fund all costs, charges and taxes incidental to the administration, management and winding up of the Fund;
  - (b) to pay out of the Trust Fund expenses incurred in:-
    - (i) providing for the secretarial work required for proper record keeping and administration to be performed;
    - (ii) having the accounts of the Fund audited;
    - (iii) having taxation returns and returns to Government authorities prepared; and
    - (iv) engaging such persons as the Trustees consider appropriate for the proper administration and maintenance of records of the Fund;
  - (c) to enter into such contracts and deeds on behalf of the Fund as the Trustees consider necessary for the administration of the Fund;
  - (d) to delegate (by power of attorney or otherwise,) to any person or company any of the powers duties and discretions vested in the Trustees on such terms and conditions as the Trustees in their absolute discretion think fit and the Trustees shall not be responsible for any loss incurred as a result of such delegation;
  - (e) to take and act upon the advice of a barrister, solicitor, accountant, actuary or superannuation consultant in relation to the administration of the Fund and pay out of the Trust Fund the fees payable to such advisers;

- (f) to commence, carry on and defend any legal proceedings that the Trustees in their absolute discretion think necessary for the proper administration of the Fund to protect the rights of Members;
- (g) to open and maintain such bank accounts as the Trustees think fit;
- (h) to sell the assets of the Fund by private sale or public auction, for cash or on terms and in such other manner and on such other terms as the Trustees see fit;
- (i) generally to do all such things and perform such acts as the Trustees in their absolute discretion consider appropriate in the administration of the Fund and the performance of their obligations under this Trust Deed and the Rules.

21.2 The Trustees may do all things considered by the Trustees as necessary or convenient to comply with any provision of the Superannuation Law and without limiting the generality of the foregoing the Trustees may:

- (a) require Employers, Members, Dependants or other persons entitled to a Member's Benefit or making contributions to the Fund to provide such information as the Trustees may require in order to satisfy the Trustees that any provision of the Superannuation Law is complied with, to determine whether any taxes are payable or to calculate any Member's Benefit;
- (b) refuse to accept any contribution or refuse to pay any Member's Benefit to any person where acceptance of the contribution or payment of the Member's Benefit may in the reasonable opinion of the Trustees result in the Fund ceasing to be a complying superannuation fund or where information sought under paragraph (a) has not been provided; and
- (c) lodge any returns or other documents required by the Superannuation Law, make objections to any assessment or seek review of any determination of any Superannuation Authority or to pursue any objection or review by way of legal or other proceedings.

21.3 Subject to the Superannuation Law, if there is any dispute or difference as to the effect or interpretation of this Deed the decision of the Trustees shall be final and binding.

21.4 The Trustees shall comply with the Superannuation Law in relation to enquiries into and complaints about the operation or management of the Fund. The Trustees may determine to require a person making an enquiry or complaint to pay the Trustees' costs and expenses reasonably incurred in responding to that enquiry or complaint in relation to the operation or management of the Fund.

21.5 The Trustees shall keep all records and reports as required by the Superannuation Law in accordance with the Superannuation Law.

- 21.6 The Trustees shall comply with the Superannuation Law in relation to the notification of significant adverse events.
- 21.7 Where the Trustee is a corporation, if a director, secretary or executive officer of the Trustee becomes a Disqualified Person the Trustee shall immediately notify the Superannuation Authority. Where the Trustees are natural persons, if a Trustee becomes a Disqualified Person that Trustee shall immediately notify the Superannuation Authority.
- 21.8 The Trustees shall comply with notices and directions from the Superannuation Authority and the Superannuation Complaints Tribunal.
- 21.9 Subject to the Superannuation Law, the Trustees may retain reserves within the Fund.
- 21.10 The Trustees may make any levy payment or other payment out of the Fund as is required by the Superannuation Law from time to time to be made.

## **22. TRUSTEES - EXERCISING DISCRETIONS AND DISCRIMINATION**

- 22.1 In administering the Fund and in exercising the trusts, powers and authorities vested in them, the Trustees shall have an absolute and uncontrolled discretion at all times to exercise or refrain from exercising such trusts, powers, and authorities **PROVIDED HOWEVER** that the Trustees shall not discriminate against any person on the grounds of that person's race, sex or marital status in such a manner as to infringe any law of the Commonwealth or a State or Territory in respect of discrimination.
- 22.2 Notwithstanding any provision of this Deed (including any provision of this Deed which purports to apply notwithstanding other provisions of this Deed), no provision of this Deed shall be construed as permitting the Trustees to be subject, in the exercise of any of the Trustees' powers under this Deed, to direction by any other person to the extent that, in the opinion of the Trustees, such provision will or may contravene the Superannuation Law.
- 22.3 Notwithstanding any provision of this Deed (including any provision of this Deed which purports to apply notwithstanding other provisions of this Deed), no provision of this Deed shall be construed as permitting a discretion under this Deed that is exercisable by a person other than the Trustees to be exercised without the consent of the Trustees to the extent that, in the opinion of the Trustees, such provision will or may contravene the Superannuation Law.
- 22.4 To the extent that any provision of this Deed provides for the exercise of a discretion by a person other than the Trustees, the exercise of which discretion without the consent of the Trustees would or might contravene the Superannuation Law, that discretion may be exercised by that person with the consent of the Trustees but not otherwise, and the Trustees may give their consent to the exercise of such discretion.

## **23. LIABILITY OF TRUSTEES**

A Trustee or officers of the Trustee (as the case may be) shall not be liable for any loss that is:-

- 23.1 not attributable to his or its own dishonesty (as the case may be);
- 23.2 attributable to actions or defaults of a co-trustee or co-directors (as the case may be);
- 23.3 attributable to any action taken in conformity with the decisions of the Trustees hereunder; or
- 23.4 attributable to the neglect or default of an agent employed in good faith by the Trustees.

**24. INDEMNITY**

- 24.1 Subject to the Superannuation Law, the Trustees and, during such time as the Trustee is a corporation each director or other officer of a corporate trustee of the Trustee, shall be indemnified by the Fund in respect of any liability incurred while acting as the Trustees or as a director of the Trustee (as the case may be) to the extent allowed by law. The Trustees may realise any assets of the Fund (including any insurance policy or any units or interests under any insurance policy) in whole or in part for the purposes of such indemnity and, without limitation, the indemnity shall extend to all legal and other costs, charges and expenses of administering or winding up the Fund and otherwise of performing any trusts, powers, authorities and discretions under this Deed. The indemnity provided to the Trustees and the directors of the Trustee under this clause shall be in addition to any other indemnity allowed by law or given under this Deed.
- 24.2 Subject to the Superannuation Law, the Trustees shall have a lien on and may dispose of all assets of the Fund in the hands of the Trustees for the purpose of the indemnity in clause 24.1.
- 24.3 In this clause, trustees directors, officer and Trustees includes a former trustee, director, officer and former Trustee.

**25. EQUAL REPRESENTATION**

The Trustees shall ensure that the Fund complies with the equal representation rules prescribed by the Superannuation Law as are applicable to the Fund from time to time.

**26. REMUNERATION OF PROFESSIONAL PERSONS**

Any person who is an accountant, actuary, solicitor, barrister or other professional person and is also a Trustee or a director of a company acting as Trustee, who is called upon or whose firm is called upon to perform any service in relation to the Fund shall be entitled to make the same professional charges for such service that he would make had he not been a Trustee or a director of a company acting as Trustee hereof.

**27. TRUSTEES AS MEMBER'S ATTORNEY**

Each Member hereby irrevocably appoints the Trustees his attorneys to execute and sign all such deeds and instruments and do all such things the Trustees consider necessary or desirable in administering the Fund.

## **28. TRUST DEED AVAILABLE FOR INSPECTION**

A copy of this Trust Deed and the Rules annexed hereto shall be kept by the Trustees and be available for inspection by any Member at all reasonable times.

## **29. VARIATION OF TRUST DEED**

29.1 With the written consent of the Principal Member, the Trustees may by deed vary, add to or rescind all or any of the provisions from time to time of this Trust Deed and the Rules and the new provisions so made shall have the same validity and effect as if they had been originally contained herein and shall be subject to being varied, added to or rescinded in like manner **PROVIDED THAT** no such variation, addition or rescission shall have the effect of:-

- (a) reducing the amount of a benefit calculated on the basis of contributions to the Fund and earnings on those contributions, that has accrued, or become payable, before the variation, addition or rescission; or
- (b) reducing the amount of a benefit, other than a benefit referred to in paragraph (a) of this clause, that is, or may become, payable in relation to a period before the date of the variation, addition or rescission;

and the benefits that have accrued, or become payable, to or in respect of a Member shall not otherwise be reduced, unless:-

- (i) the reduction is required because of, and does not exceed the value of, any tax payable on the taxable income of the Fund; or
- (ii) the reduction is required only to enable the Fund to comply with the Superannuation Law; or
- (iii) the member so affected approves in writing of the reduction; or
- (iv) a Superannuation Authority approves in writing of the reduction.

29.2 No amendment shall be made to this Deed which would have the effect of permitting the primary purpose of the Fund to be other than the provision of old-age pensions, unless at the time of the amendment and after the amendment the Trustee is a Constitutional Corporation.

29.3 The Trustees shall as soon as practicable advise the Members in writing of the nature, purpose and effect of any such variation, addition or rescission.

## **30. TRANSFER OF BENEFIT FROM ANOTHER FUND**

30.1 Where a Member requests that an amount standing to his credit or a policy of insurance in another complying superannuation or approved deposit fund be transferred to the Fund, the Trustees may accept the transfer of such amount or

policy to the credit of the Member's Contribution Account **PROVIDED THAT** if the said amount or policy is being transferred from a superannuation fund conducted by or contributed to by an Employer or an associate of an Employer, the said amount or policy shall be credited to the Member's Contribution Account and/or the Employer's Contribution Account in the same proportion as such amount or policy stood to the credit of the Member's Contribution Account and/or the Employer's Contribution Account (or the equivalent thereof in the previous superannuation or provident fund) or on such other basis as the Trustees and the Member agree upon.

30.2 The Trustees may accept those amounts on any terms.

30.3 The Trustees may refuse those amounts without giving reasons.

### **31. TRANSFER OF BENEFIT TO ANOTHER FUND**

31.1 The Trustees may, on receiving the written request of a Member, transfer on any terms the whole or a part of the Member's benefit to the Trustees of another superannuation fund which the Trustees are satisfied complies with the Superannuation Law and the Preservation Requirements

31.2 The receipt of the Trustees of such fund shall be a complete discharge to the Trustees in respect of any liability to that Member and persons claiming through him in relation to the amount so transferred.

31.3 The Trustees may keep enough of the entitlement to cover contingent liabilities (including estimated taxes).

### **32. BENEFITS PAYABLE IN AUSTRALIAN CURRENCY**

The benefits payable hereunder shall be calculated in and be payable in Australian currency.

### **33. ADMISSION OF EMPLOYERS TO FUND**

The Trustees may admit an Employer as a contributor to and a participant in the Fund on completion of Appendix B or such other form of application as the Trustees decide upon. An Employer so admitted shall be bound by the provisions of this Trust Deed and the Rules in the same way the Employer would be if it had been an original party to the Trust Deed.

### **34. WINDING UP OF THE FUND**

34.1 With the written consent of the Principal Member (if any) the Trustees may resolve to wind up the Fund.

34.2 If the Trustees resolve to wind up the Fund, the Trustees shall, subject to the Rules, pay or transfer to the Members, benefits in accordance with the provisions of the Rules, after deducting from the assets of the Fund the cost of administering and winding up the Fund and determining and allocating earnings in accordance with this Trust Deed. Such payment or transfer shall be accepted by the Members in full discharge of all claims in respect of the Fund.

- 34.3 Notwithstanding anything contained in clause 34.2 the Trustees shall not pay or transfer the benefit to a Member except in accordance with the provisions of the Rules.
- 34.4 If any amount remains in the Fund, after all the Members' entitlements to benefits have been paid, the amount so remaining shall be paid to the former Members or their Dependants in such proportions as the Trustees consider to be equitable.
- 34.5 The Fund is wound up when the Trustees have paid or applied all entitlements in accordance with this Trust Deed.
- 34.6 The trusts constituted by this Trust Deed shall, unless previously terminated in accordance with clause 34.1, endure during the life of the survivor of all the lineal descendants of His Late Majesty King George V living at the date of this Trust Deed and for twenty-one years after the death of such survivor and for such further period (if any) as may be allowed by law for the duration of the trusts hereby established provided that this provision shall not apply where the laws of the State or Territory of Australia applicable to the Deed provides that the rule against Perpetuities shall not apply.

### **35. SUPERANNUATION LAW**

- 35.1 Notwithstanding any provision of this Deed, any provision of the Superannuation Law that is required to be included in this Deed for the Fund to remain or to be a complying superannuation fund shall be deemed to be included in this Deed as if every such provision was set out in this Deed on and from the date that the provision is required to be so included.
- 35.2 In the event of any inconsistency between the provisions deemed by clause 36.1 to be included in this Deed and the terms of this Deed, the provisions deemed to be included by clause 35.1 shall prevail.
- 35.3 Subject to the Superannuation Law, the Trustees may seek modification of or exemption from the requirements of the Superannuation Law, and if any modification or exemption is granted by the Superannuation Authority, the Trustees are relieved from compliance with those provisions of this Deed and the Superannuation Law expressed in that modification or exemption subject to any conditions in that modification or exemption.

### **36. OVERRIDING PRUDENTIAL REQUIREMENTS**

- 36.1 Notwithstanding any provision of this Deed (including any provisions of this Deed which purport to apply notwithstanding other provisions of this Deed), the Trustees covenant to comply with the covenants required from time to time by the Superannuation Law to be contained in this Deed and those covenants are deemed to be contained in this Deed, subject to any exemption granted or any modification made by a Superannuation Authority.
- 36.2 The Trustees may elect that from the date of election the Fund shall be a regulated superannuation fund and any election made under this clause may not be revoked.



EXECUTED as a deed on 30<sup>th</sup> September 2002

SIGNED )

by BRUCE MATAR )

in the presence of )

..... J. P. SCHWIL )

Witness )

..... )

Name )

*B. Matar*

) Trustee

SIGNED

by BEVERLEY MATAR

in the presence of

..... J. P. SCHWIL )

Witness )

..... )

Name )

*B.C. Matar*

) Trustee

**SCHEDULE**

**DATE OF MAKING THIS DEED**

**30 SEPTEMBER 2002**

**THE TRUSTEE**

**BRUCE MATAR and BEVERLEY  
MATAR both of 11 Arthur Street Richmond  
5033 in the State of South Australia**

**THE NAME OF THE FUND**

**MATAR EXECUTIVE  
SUPERANNUATION FUND**

**PRINCIPAL MEMBER**

**BRUCE MATAR and BEVERLEY  
MATAR**

**LAW OF THIS FUND**

**SOUTH AUSTRALIA**

## SCHEDULE OF RULES

### 1. BENEFITS

- 1.1 A benefit equal to the Member's Benefit in respect of a Member becomes payable, if:
- 1.1.1 the Member retires and is at least 55 years (or any other age prescribed by Superannuation Law for the release of preserved benefits);
  - 1.1.2 the Member is at least 70 years (or any other age prescribed by Superannuation Law for the release of preserved benefits);
  - 1.1.3 the Member retires on the ground of permanent incapacity (within the meaning of regulation 6.01 under SIS);
  - 1.1.4 the Member requests payment and Superannuation Law allows that payment;  
or
  - 1.1.5 the Member dies.
- 1.2 If a benefit becomes payable to a member under rule 1.1 the Member may request that the Trustees retain all or part of the Member's benefit in the Fund. The Trustees may accept the Member's request on any terms and conditions it wishes to impose. The Trustees must commence to pay a benefit to a Member when required by Superannuation Law.

### 2. PENSION BENEFITS

- 2.1 If:
- 2.1.1 the Trustee is not a constitutional corporation;
  - 2.1.2 a Member is entitled to a benefit; and
  - 2.1.3 that Member is at least 65 years (or any other age prescribed by Superannuation Law)
- the Trustees must (in any combination the Trustees decide):
- 2.1.4 pay the benefit by Pension; or
  - 2.1.5 purchase an Annuity with the benefit.
- 2.2 For any other Beneficiary entitled to a benefit, the Trustees must (in any combination the Trustees decide):
- 2.2.1 pay the benefit by lump sum;
  - 2.2.2 pay the benefit by Pension; or
  - 2.2.3 purchase an Annuity with the benefit.

- 2.3 A Pension:
- 2.3.1 must meet the standard for pensions under the regulations to SIS (**Pension Standards**);
- 2.3.2 is on any other terms the Trustees decide.
- 2.4 An Annuity:
- 2.4.1 must meet the standards for annuities under the regulations to SIS;
- 2.4.2 is on any other terms the Trustees decide.
- 2.5 The Trustees may:
- 2.5.1 set apart the assets of the Fund which will fund the Pension;
- 2.5.2 obtain any certificates the Trustees decide about the adequacy of those assets for current and non-current Pension liabilities;
- 2.5.3 invest those assets on the same basis that they invest any other assets of the Fund (including in investments authorised by the Beneficiary).
- 2.6 After the death of a Beneficiary receiving a Pension, the Trustees must pay the balance of the relevant Beneficiary Account as a lump sum, Annuity or Pension (**reversionary Pension**) (in any combination the Trustees decide):
- 2.6.1 to any Dependant of the relevant Member nominated by that Member under clause 17;
- 2.6.2 if that Member did not validly nominate a Dependant, to any Dependents of that Member the Trustees decide and any legal personal representative of that Member, in any proportions the Trustees decide; or
- 2.6.3 if, within 3 months after the death, the Trustees cannot find any Dependents of that Member and there are no legal personal representatives of that Member, to any relative of that Member the Trustees decide in any proportions the Trustees decide.
- 2.7 A reversionary Pension must not exceed an amount which the Trustees consider reasonable and which is in accordance with Superannuation Law.

### 3. **COMMUTATION OF PENSION**

- 3.1 At the request of a Beneficiary receiving a Pension, the Trustees may commute all or part of a Pension to a lump sum, to the extent and as permitted by the Pension standards.
- 3.2 The Trustees must then (in any combination the Trustees decide):
- 3.2.1 reduce the number of instalments of any remaining Pension;
- 3.2.2 reduce the amount of each instalment of any remaining Pension.

**4. DEATH BENEFITS**

If a Member dies, the Trustees must pay the benefit:

- 4.1 in accordance with the Member's valid nomination form (if any) made under clause 17;
- 4.2 if that Member did not have a valid nomination form, to any Dependants of that Member the Trustees decide and any legal personal representative of that Member, in any proportions the Trustees decide, or
- 4.3 if, within 3 months after the death, the Trustees cannot find any Dependants of that Member and there are no legal personal representatives of the deceased, to any relatives of that Member the Trustees decide in any proportions the Trustees decide.

**5. BENEFIT PAYABLE IN OTHER CIRCUMSTANCES**

The Trustees may, in their absolute discretion but subject to the Preservation Requirements, pay so much of the benefit payable to a Member if the member requests payment and Superannuation Law allows.

**6. PAYMENT OF BENEFITS TO MINORS**

- 6.1 Where a person, to whom benefits are payable hereunder, is a minor, the Trustees may pay the benefit:
  - 6.1.1 to any other person for application on behalf of that minor;
  - 6.1.2 by spending it for the advancement, maintenance, education or benefit of that minor.
- 6.2 The receipt of the person to whom the benefit is so paid shall be a complete discharge to the Trustees in respect of such benefit.

**7. DEDUCTION OF INCOME TAX**

The Trustees may deduct from any benefit payable, the amount of any income tax and superannuation surcharge that is calculated by the Trustees to be payable in respect of such benefit and shall remit any amount so deducted to the Commissioner of Taxation.

**APPENDIX A**

**APPLICATION FOR MEMBERSHIP**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

I hereby apply to become a member of the Fund which is administered in terms of a Trust Deed dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

I have been advised of the benefits which I am entitled to receive from the Fund.

In consideration of my admission to membership, I agree to abide by and be bound by the provisions of the Trust Deed.

\*I hereby authorise my current Employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the Fund.

\* Delete if inapplicable

**APPENDIX B**

**APPLICATION FOR PARTICIPATION BY EMPLOYER**

To the Trustee of:

I/We, \_\_\_\_\_

\_\_\_\_\_ ("Employer") apply to participate in the Fund and to include the employees of the Employer as members of the Fund and in consideration of the acceptance of the Employer as a participant in the Fund, the Employer undertakes to contribute to the Fund and be bound by the Trust Deed and Rules governing the Fund.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

**APPENDIX C**  
**NOMINATION FORM**

**Important information about your nomination**

If you die while you are a member of the Fund the Trustees will pay a death benefit from the Fund to the person(s) and in the proportions nominated by you on the attached form. For this reason it is important that you take time to properly complete this form and update it if your personal circumstances change.

**Instructions for completion of form**

1. You may only nominate dependants or your legal personal representatives. Your dependants are:
  - 1.1 your spouse (including any de facto spouse);
  - 1.2 your children (including adult children and any stepchildren);
  - 1.3 any other person who is wholly or partially financially dependent upon you.
2. You may nominate as many dependants and legal personal representatives as you wish. You should provide details of each nominee which are sufficient to enable the Trustees to identify and locate the nominee in the event of your death. If you nominate your legal personal representative the relevant portion of the benefit will be paid into your estate and administered in accordance with your will (if any).
3. You must specify beside each nominated person's name the percentage of the total benefit which you wish the nominated person to receive (the total of these percentages must equal 100 percent).
4. You must sign and date the form in the space provided.
5. You may change your nominations at any time by completing a new form. If after completing this form you marry or divorce or one of your nominees dies your nomination will be invalid and you should complete a new form.
6. If you do not make a nomination or you do not properly complete this form or your form is invalid, the Trustees pay the death benefit to any of your dependants and your legal personal representatives in the proportions the Trustees decide.
7. If you do not have any dependants, and a legal personal representative is not appointed to administer your estate at the time of your death, the Trustees may pay your benefit to any one or more of your relatives.



**STEP 1 Please complete your personal details**

Name:

Address:

Date of birth:

**STEP 2 Please nominate one or more of your dependants and your legal personal representatives (ie estate) and indicate how you would like the benefit divided between them.**

Name and Address	Proportion of Benefit %	Relationship (ie spouse, child)

**STEP 3 Please sign and date your completed form. Remember you should update this form if your personal circumstances change.**

Signature .....

Dated .....

**STEP 4 Please return your original copy to the Trustees**

**S797.SUP**