

submitting to health checks, medical checks and other tests, as the Trustee may reasonably and lawfully require from time to time in connection with their Membership of the Fund.

8.8 Cessation

Subject to the Standards and the Trustee's discretion to determine otherwise, a Member shall cease to be a Member of the Fund upon the earliest to occur of the following:

- (a) in relation to that Member's death — when all of the deceased Member's Interest has been paid or otherwise applied by the Fund towards the Beneficiaries of the deceased Member or the Member's LPR or both, and this rule 8.8(a) shall take priority over rule 8.4;
- (b) when the Trustee determines that their continued Membership may cause the Fund to become another type of fund;
- (c) when the Trustee requires that a Member cease their Membership of the Fund to comply with the Standards;
- (d) when the Member is required to cease their Membership of the Fund to comply with the Family Law Act or an order or agreement made pursuant to that Act;
- (e) if the Standards require cessation of Membership, then at such time as the Standards require;
- (f) in the case that a Member ('**Relevant Member**') has consented to have their Interest transferred out of the Fund upon the occurrence of a specified event or at a specified time — upon the occurrence of that event or arrival of that time, unless all of the Trustees (other than the Relevant Member in their capacity as Trustee or director of the Trustee, if applicable) determine in writing that the Relevant Member is to remain a Member; or
- (g) when the Trustee shall otherwise reasonably determine.

8.9 Trustee powers upon contingent cessation

If a person ceases to be a Member as contemplated by rule 8.8(f) above, the Trustee has the power to implement the removal of the person and to complete all necessary transactions and documents, including:

- (a) confirming by written instrument that the person is no longer a Member (though a failure to confirm this in writing will not affect the cessation);
- (b) ceasing arrangements under which insurance or any other entitlement is provided in respect of the person;
- (c) paying the person a Benefit that is permitted by the Standards;
- (d) transferring the person's Interest out of the Fund, as permitted by the Standards; and
- (e) attending to any related matter including matters that may otherwise require the person's consent.

8.10 Interest of a deceased or legally disabled Member

- (a) If a Member is deceased or under a legal disability:
 - (i) the Trustee shall continue to be bound by these Governing Rules in respect of the remaining Interest of a Member who is deceased or under a legal disability;

- (ii) the Trustee may, in its discretion, continue to allocate Earnings to a Member's Account (and for the avoidance of doubt, this includes allocating negative Earnings or any other such loss or outgoing); and
- (iii) the LPR of the Member who is deceased or under a legal disability may exercise the powers that the Member could have exercised as a Member had he or she been alive or not under a legal disability, as the case requires;

until all of the deceased Member's Interest has been paid or otherwise applied by the Trustee towards the Beneficiaries of the deceased Member or the deceased Member's LPR or both or until the Member ceases to be under a legal disability, as the case requires, but subject to rules 8.4 and 8.8.

- (b) If the LPR exercising the powers of a deceased Member or a Member under a legal disability is comprised of more than one person, whether acting jointly or jointly and severally, then the persons comprising the LPR shall jointly have one vote only in any decision making by the Members and that vote shall only be weighted once in relation to the value of the deceased Member's Interest or the Account balance of the Member under a legal disability, as the case requires.

8.11 **Members bound by Governing Rules**

Members shall be bound by these Governing Rules even though they have not read or obtained a copy of same upon becoming a Member of the Fund.

8.12 **Members appoint Trustee**

Each Member appoints the Trustee as his or her attorney to do anything permitted or required by these Governing Rules or the Standards until the Member provides notice in writing otherwise. However, the Trustee does not have authority to enter into any contract that binds a Member personally, in relation to any matter that does not relate to their Membership in the Fund.

9. Contributions

9.1 The Trustee may, in respect of one or more Members, accept contributions to the Fund by an Eligible Contributor only if and to the extent that the contributions are permitted under the Governing Rules and the Standards, but is under no obligation to do so. These contributions may include:

- (a) money;
- (b) Securities listed on a prescribed exchange in Australia or elsewhere that are permitted to be acquired under the Standards, subject to rule 6.1(b)(iv);
- (c) business real property, as that term is defined under the Standards;
- (d) units in a related trust or shares in a related company that are permitted to be acquired under the Standards;
- (e) money or assets that have been paid or transferred to another person or entity, the result of which is to offset a liability or pay an expense of the Fund; and
- (f) any other asset or benefit conferred upon the Fund, subject to rule 6.1(b)(iv).

9.2 Subject to the Standards, the Trustee may accept contributions made in respect of a Member who has not reached 65 years of age.