

17.2 Member inquiries and complaints

If required by the Relevant Requirements, the Trustee must establish and take all reasonable steps to ensure that, at all times, there are in force arrangements under which Members and Beneficiaries may make inquiries and complaints in relation to the Fund.

18. INDEMNITY OF TRUSTEE

18.1 Indemnity and Lien

The Trustee and its Directors shall be indemnified out of the Fund against all liabilities incurred by it or them in the exercise or purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in them pursuant to this Deed or at law and the Trustee shall have a lien on and may use the moneys representing the assets of the Fund for the purposes of this indemnity **PROVIDED** that the exercise of any lien does not contravene the Relevant Requirements.

18.2 Payments in Good Faith

This indemnity extends to any payments made in good faith to any person whom the Trustee bona fide believes to be entitled to the payment although it may be subsequently found that the person was not in fact so entitled.

18.3 Opinion or Advice

This indemnity extends to circumstances where the Trustee acts upon the opinion or advice of lawyers who are instructed by the Trustee or any bankers, accountants, brokers, investment advisers or other persons believed by the Trustee to be expert in relation to the matters upon which they are consulted.

18.4 Failure to Carry Out Agreement

This indemnity extends to circumstances where any person breaches or fails to carry out any agreement made with the Trustee.

19. REMUNERATION OF TRUSTEE

19.1 Fees

The Trustee may charge professional fees for its services as Trustee except where this is not permitted by the Relevant Requirements.

19.2 Fees Determined Annually

The fees charged (if any) by the Trustee shall be determined at the commencement of each Fund Year. Prior notice of any proposed changes shall be provided by the Trustee to the Members and any Employers.

19.3 Reimbursement

The Trustee is entitled to reimbursement from the Fund for and in respect of expenses properly incurred in carrying out its duties including:

- (a) all costs and expenses incurred in connection with the acquisition and disposal of or other dealings with investments of the Fund;
- (b) fees and expenses of the service providers and consultants engaged by the Trustee;
- (c) all Taxation payable by the Trustee in connection with the Fund;
- (d) all fees, wages and expenses of any employees or agents employed by the Trustee;



- (e) any administrative costs charged in relation to the Fund; and
- (f) any expenses in connection with the maintenance of accounting records and the preparation and distribution of any accounting, taxation or other reports or notices.

20. APPOINTMENT OF SERVICE PROVIDERS

20.1 Actuary and Auditor

The Trustee must if necessary appoint:

- (a) an Actuary;
- (b) an Auditor who is appropriately qualified according to any criteria specified by the Relevant Requirements.

20.2 Administration Manager

The Trustee may appoint an administration manager to provide fund administration services to the Trustee on terms which the Trustee considers appropriate.

20.3 Investment Manager

The Trustee may appoint in writing one or more companies (or individuals where not prohibited by the Relevant Requirements) to act as investment managers for the Fund on such terms as the Trustee determines provided that the appointment and the terms of the appointment are in accordance with the Relevant Requirements.

20.4 Custodian

The Trustee may appoint one or more companies (or individuals where not prohibited by the Relevant Requirements) to act as a custodian for the Fund on terms and conditions the Trustee determines provided that the appointment and the terms of the appointment are in accordance with the Relevant Requirements.

21. ACTUARIAL INVESTIGATIONS

If an Actuary has been appointed, the Trustee may ask the Actuary for information or advice from time to time in accordance with the provisions of this Deed but the Trustee is under no obligation to be bound by or to act upon the advice provided unless required by the Relevant Requirements.

22. CONTRIBUTIONS TO FUND

22.1 Contributions

The Trustee may accept any Contributions from any person in respect of a Member that the Trustee is not prohibited from accepting under the Relevant Requirements subject to clause 22.3.

22.2 No Obligation to Contribute

In the absence of any agreement to the contrary, a person may contribute to the Fund in respect of a Member any amount in any manner and at such times as they in their absolute discretion determine, and no person is under any obligation to make a Contribution in respect of any Fund Year and a Member may remain a Member of the Fund notwithstanding a Contribution is not made in respect of that Member in respect of any Fund Year.



22.3 Limitation on Acceptance of Contributions

The Trustee must not accept any Contribution by or in respect of a Member where the acceptance will (or may in the reasonable opinion of the Trustee) constitute a contravention of the Relevant Requirements or which may result in the Fund becoming a public offer fund.

22.4 Ineligible Contributions

If the Trustee considers that Contributions have been accepted in breach of the Relevant Requirements, the Trustee must refund the Contributions (less any charge which an Insurer may have made in respect of any extra cover provided in relation to those Contributions, and reasonable administration expenses) and reduce the Benefits held for the Member to those which would have been held if the Contribution had not been made.

23. TRANSFERS TO AND FROM ROLLOVER FUNDS

23.1 Transfers to Rollover Funds

Where a Member joins or is eligible to join any Rollover Fund (the Other Fund) and the Member requests that any part of the Member's entitlement be transferred to the Other Fund or if the Trustee is otherwise permitted to transfer the entitlement to the Other Fund, the Trustee may pay or transfer to the trustee of the Other Fund an amount or investments of the Fund of equivalent value (the Transferred Amount) which reflects the relevant part of the Member's entitlement.

23.2 Effect and Method of Transfer Out

- (a) The receipt of the Transferred Amount by the proper officer of the Other Fund is a complete discharge to the Trustee of all liabilities in respect of the Transferred Amount.
- (b) Upon the completion of a payment or transfer under this Clause, all of the rights and interests of the relevant Member or Beneficiary under this Deed in respect of the Transferred Amount are entirely extinguished.

23.3 Roll Over

Where a Member or former Member wishes to effect a Rollover Payment in respect of all or any of the entitlement of the Member in the Fund, the Member must make a written request to the Trustee nominating the Rollover Fund and must provide any other details the Trustee requires.

23.4 Preserved Payment Transfers

Where a Member or former Member has Preserved Payment Benefits in the Fund the Trustee must ensure that the provisions of the Other Fund require that the Preserved Payment Benefit must be preserved and vested in accordance with the Relevant Requirements.

23.5 Transfers from Rollover Funds

- (a) Where a Member is or was a member or a beneficiary under any other Rollover Fund the Trustee may take over any part of the assets of the Rollover Fund.
- (b) The Trustee holds any amounts transferred as part of the particular Member's Accumulation Account.
- (c) On any transfer from a Rollover Fund the amount of the transfer which represents Members' Contributions is the amount as the trustee of the Rollover Fund certifies or, failing a certification by that trustee, the amount the Trustee considers to be fairly attributable to the contributions of that Member together with accrued earnings.



23.6 Overriding Conditions on Portability

Despite anything to the contrary in this Deed, no payment or transfer can be accepted from or made to another Rollover Fund if, in the opinion of the Trustee, this would cause the Fund to be in breach of any of the Relevant Requirements.

23.7 Transfers to Eligible Rollover Fund

Despite anything to the contrary in this Deed the Trustee may and, if required by the Relevant Requirements must, transfer the entitlement of a Member or Beneficiary to an Eligible Rollover Fund where such a transfer is permitted or required under the Relevant Requirements.

24. LIMITATION ON BENEFITS

Despite any other provision of this Deed the Trustee must not pay out any Benefits to Members, the Dependants of Members or Beneficiaries where the payment could cause the Fund to become a non-complying fund.

25. MONEYS OWING TO FUND OR AN EMPLOYER

Where a Member owes any money to the Trustee or any Employer, the Trustee may debit an Accumulation Account of the Member for a sum equivalent to the amount owing provided it is permitted by the Relevant Requirements. If the money is owed to the Trustee, it may retain the money in the Fund or, if the money is owed to an Employer, the Trustee may pay it to that Employer or as that Employer directs

26. FORFEITURE OF BENEFITS

26.1 Accumulation Account Residue

Any person who has been paid all Benefits which the Trustee considers should be paid to the person pursuant to this Deed and who still has a residual amount standing to the credit of their Accumulation Account or Pension Account forfeits the amount, which is dealt with as a forfeited Benefit. Once the liability for all pensions being paid from the Pension Reserve Account has ceased, any further amount in the Pension Reserve Account is forfeited and is to be dealt with as a forfeited Benefit.

26.2 Forfeiture Account

The Trustee may establish a Forfeiture Account and transfer to it any amounts forfeited under this Deed.

Any money held in the Forfeiture Account does not form part of any Accumulation Account or Pension Account or the Pension Reserve Account and income derived on the Forfeiture Account is credited back to the Forfeiture Account.

The Forfeiture Account may be applied in accordance with the remaining provisions of this Clause.

26.3 Application of Forfeited Benefits

The Trustee may pay or apply any amount in the Forfeiture Account:

- (a) to or for the benefit of a Member or Beneficiary or to the Dependants of a Member in whatever proportions the Trustee may determine;
- (b) to the legal personal representative of a deceased Member, or the trustee of the estate of a former Member;
- (c) to or for the benefit of other Members or their Dependants;



- (d) for the provision of additional Benefits for Members or Dependents;
- (e) to any Employers PROVIDED THAT all procedures required by the Relevant Requirements have been complied with before the payment is made; or
- (f) for any other purpose approved by the Commissioner or permitted under the Relevant Requirements.

27. CONVERSION OF LUMP SUM TO PENSION

27.1 Application to Convert to Pension

If requested by a Member or Beneficiary the Trustee may pay the person's Benefit (or any part of it) as a Pension.

27.2 Establishment of Pension Account

Where the Trustee determines to pay any part of a Benefit as a Pension, it must establish a Pension Account and transfer to it the amount which the Trustee believes necessary to provide the Benefits as a Pension. The Trustee may also transfer an amount to a Reserve Account in relation to that Pension.

27.3 Operation of Pension Account

- (a) The Trustee must credit the following amounts to the Pension Account of a Pensioner:
 - (i) any amount transferred into the account under Clause 27.2 above;
 - (ii) any Rollover Payment which the Trustee considers it appropriate to credit;
 - (iii) the proceeds of any Policy effected in respect of the Pensioner which the Trustee considers it appropriate to credit;
 - (iv) such earnings of the Fund as the Trustee determines to be equitable;
 - (v) any amount transferred from a Reserve Account as the Trustee determines reasonable;
 - (vi) any amount received under Clause 27.6 in relation to the Pensioner; and
 - (vii) any credit arising out of any adjustments made in accordance with Clause 12.6.
- (b) The Trustee must debit the following amounts to the Pension Account of a Pensioner:
 - (i) any amount transferred out of the Fund as a Rollover Payment which the Trustee considers it appropriate to debit;
 - (ii) any payments made to or in respect of the Pensioner or a Reversionary Beneficiary pursuant to this Deed;
 - (iii) such proportion of any Taxation in respect of the earnings of the Fund credited to the Pension Account or arising as a result of a Rollover Payment as the Trustee determines;
 - (iv) such of the amounts paid or incurred in accordance with Clauses 18 or 19 as the Trustee considers equitable;
 - (v) a proportion of any losses of the Fund as the Trustee considers equitable;
 - (vi) any amount transferred to the Accumulation Account of a Beneficiary;
 - (vii) if the Trustee is going to pay a Pension under Clauses 28.3 or 28.4, the amount transferred to the Pension Reserve Account;

- (viii) any amount transferred to a Reserve Account;
- (ix) any amount paid under Clause 27.6 in respect of the Pensioner; and
- (x) any other amounts as the Trustee considers equitable.

27.4 Establishment and Operation of Pension Reserve Account

- (a) If the Trustee is going to pay a Pension under Clauses 28.3 or 28.4, the Trustee must establish a Pension Reserve Account for the Fund.
- (b) The Trustee must credit the following amounts to the Pension Reserve Account:
 - (i) any amount transferred into the account under paragraphs 28.3(a) or 28.4(a);
 - (ii) such earnings of the Fund as the Trustee determines to be equitable;
 - (iii) the proceeds of any Policy effected in respect of the Pensioner which the Trustee considers it appropriate to credit;
 - (iv) any amount transferred from a Reserve Account as the Trustee determines reasonable; and
 - (v) any credit arising out of any adjustments made in accordance with Clause 12.6.
- (c) The Trustee must debit the following amounts to the Pension Reserve Account:
 - (i) any payments made to or in respect of the Pensioner or a Reversionary Beneficiary pursuant to this Deed;
 - (ii) such proportion of any Taxation in respect of the earnings of the Fund credited to the Pension Reserve Account as the Trustee determines;
 - (iii) such of the amounts paid or incurred in accordance with Clauses 18 or 19 as the Trustee considers equitable;
 - (iv) a proportion of any losses of the Fund as the Trustee considers equitable;
 - (v) any amount transferred from the Pension Reserve Account under Clause 12.5; and
 - (vi) any other amounts as the Trustee considers equitable.

27.5 Segregation of Pension Assets

In relation to a Pension payable under this Deed, the Trustee may:

- (a) segregate or set apart the assets which represent the Pension Account and/or Pension Reserve Account for the sole purpose of enabling the discharge of the whole or part of the current or non-current liabilities in relation to the payment of Pensions as those liabilities fall due for payment; and
- (b) constitute the segregated assets as segregated current and non-current pension assets within the meaning of Section 273A and Section 273B of the Tax Act and obtain any certificates in relation to the adequacy of the assets segregated and set apart as the Trustee considers necessary for the purposes of the Tax Act or the Relevant Requirements.

27.6 Purchased Pension

The Trustee may purchase a Pension for a Member from an outside source from the balance in the Pension Account of the Member, or the Pension Reserve Account. Income from the Pension and any commuted amounts must be credited to the Member's Pension Account (if purchased from the balance in the Member's Pension Account), or to the Pension Reserve Account (if purchased from the Pension Reserve Account).



28. PENSION PAYMENT CONDITIONS

Where a pension is payable from the Fund, the Trustee must choose which of the following conditions apply to the payment of the Pension. If the Trustee does not specifically choose, then the conditions in Clause 28.1 apply to the Pension. A reference in this clause to any Regulations is to the SIS Regulations.

28.1 Allocated Pension (Regulations 1.06(4) and 1.06(5))

- (a) The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(4), 1.06(5) and 1.07A and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(4) as if those provisions were incorporated into this Deed.
- (b) The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- (c) The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- (d) If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable allocated pension.

28.2 Flexi-Pensions (Regulation 1.06(6))

- (a) The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(6) and 1.07B and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid under Regulation 1.06(6) as if those provisions were incorporated into this Deed.
- (b) The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- (c) The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- (d) If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

28.3 Complying Fixed-Term Pension (Regulation 1.06(7))

- (a) The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(7) and 1.07B and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(7) having regard to the commencement date of the Pension as if those provisions were incorporated into this Deed.
- (b) The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- (c) The Trustee must transfer an amount which it considers necessary to pay the Pension from the Pensioner's Pension Account to the Pension Reserve Account, and the Pension is payable from the amount standing to the credit of the Pension Reserve Account.
- (d) If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

28.4 Lifetime Pension (Regulation 1.06(2))

- (a) The terms of payment of the Pension must comply with the limitation and requirements of Regulations 1.06(2) and 1.07B (subject to the exceptions set out in Regulation 1.06(3)) and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(2) having regard to the commencement date of the Pension as if those provisions were incorporated into this Deed.
- (b) The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- (c) The Trustee must transfer an amount which it considers necessary to pay the Pension from the Pensioner's Pension Account to the Pension Reserve Account, and the Pension is payable from the amount standing to the credit of the Pension Reserve Account.
- (d) If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

28.5 Market Linked Pension (Regulation 1.06(8))

- (a) The terms of payment of the Pension must comply with the limitations and requirements set out in Regulations 1.06(8) and 1.07C and any other provisions of the Relevant Requirements from time to time that relate to a Pension intended to be a Pension paid in accordance with Regulation 1.06(8) as if those provisions were incorporated into this Deed.
- (b) The terms of the Pension may include any other terms permitted under the Relevant Requirements for this type of Pension.
- (c) The Pension is payable from the amount standing to the credit of the Pension Account of the Pensioner.
- (d) If the cashing restriction for a Benefit being paid to a Member requires the Pension to be a non-commutable form of income stream, the Pension paid under this clause may only be paid as a non-commutable pension.

28.6 Other Permitted Pensions

Any other type of pension permitted by the Relevant Requirement provided that the terms of the pension comply with the provisions of the Relevant Requirements which set out the specific requirements for a pension of that category.

28.7 Cashing Restriction

Where the Condition of Release applying to a Member's entitlement to payment of a Benefit is subject to a cashing restriction Trustee may only pay a Benefit subject to the relevant cashing restriction.

28.8 Reduction of Pension Payments

Despite any other provision of this Deed and subject to the Relevant Requirements, the Trustee may reduce the payments for any Pension by any amount it considers reasonable in consultation with an Actuary.

29. GENERAL PENSION PAYMENT CONDITIONS

29.1 Pension Account Limitation

Where a Pension is payable to or in respect of a Member or where the Trustee purchases an Annuity on behalf of a Member the amount transferred into the Pension Account or Pension



Reserve Account to support the payment of the Pension, or the total purchase price of the Annuity, must not exceed the amount in the Fund to which the Member is entitled at the date of the transfer or purchase.

29.2 Pension Increase

Any Pension payable under this Deed must, if required by the Relevant Requirements and agreed to by the Trustee, be increased from time to time by an amount the Trustee in its absolute discretion considers appropriate to compensate the Pensioner for cost of living increases **PROVIDED** that any increase must be at least the minimum required by the Relevant Requirements and does not exceed any maximum permitted by the Relevant Requirements.

29.3 Reversionary Pension

After the death of a Pensioner or a Reversionary Beneficiary who was at the time of death still in receipt of a Pension, the Trustee may pay to the Reversionary Beneficiary a Pension as allowed by the Relevant Requirements and must pay a Pension to the Reversionary Beneficiary as required by the Relevant Requirements.

29.4 Death of Pensioner

If a Pensioner or a Reversionary Beneficiary dies while there is still an amount standing to the credit of the Pension Account and where no Reversionary Beneficiary has been nominated, the Trustee must deal with the balance of the Pension Account or if the Pension is being paid from the Pension Reserve Account, that part of the Pension Reserve Account as the Trustee determines is appropriate, in accordance with Clause 31 as a Benefit.

29.5 Conditions of Commutation

On the written application of a Pensioner or Reversionary Beneficiary the Trustee may commute the whole or any part of a Pension to a lump sum Benefit **PROVIDED THAT:**

- (a) the commutation is permitted by the Relevant Requirements that apply to the particular Pension, and incorporated into this Deed, and this Deed and the terms of payment of the Pension;
- (b) where any amount remains in the Fund after the entitlement of all Pensioners and Reversionary Beneficiaries have been paid out that amount shall be dealt with as though it were a forfeited benefit; and
- (c) the Trustee is satisfied the commutation would not materially disadvantage the Employers or the remaining Members, Pensioners or Reversionary Beneficiaries.

29.6 Adjustment of Pension following the Commutation

Following the commutation of a part of a Pension the Trustee must reduce the total amount of the instalments of any Pension payable to the Pensioner by any amount it considers appropriate.

30. TRANSFER IN SPECIE

30.1 Transfer of Investments

The Trustee may with the consent of a Member or the Dependants of a Member to whom a Benefit is payable transfer investments of the Fund of equivalent value instead of paying the whole or part of the amount otherwise payable.

30.2 No Beneficial Interest

With the exception of the provisions of this Clause and Clause 15.5, no Member or Beneficiary has or may acquire any beneficial or other interest in specific assets of the Fund.



31. PAYMENT OF BENEFITS ON DEATH

31.1 Benefit payable on the death of a Member leaving Dependants

Subject to Clause 31.2 and Clause 28, on the death of a Member, former Member or Beneficiary leaving Dependants, the Trustee may pay or apply any Benefit to or for the benefit of the relevant Nominated Dependant either as a lump sum or a pension or a combination of the two. If there is no Nominated Dependant or the Trustee considers it is inappropriate or inequitable to pay the Nominated Dependant, the Trustee may pay or apply the Benefit to the legal personal representative of the deceased or to or for the benefit of any of the former Member's Dependants in whatever proportions the Trustee may in its discretion determine.

31.2 Binding nominations of Dependants

Despite any provision in this Deed to the contrary, a Member or former Member (the nominator) may give the Trustee a document (the nomination) in which the nominator requires the Trustee to pay a Benefit payable on the death of the nominator in the manner specified in the nomination.

The nominator may stipulate that the nomination will remain in force for a particular period, but if no period is specified in the nomination, it will remain in force until the nominator gives notice to the Trustee revoking the nomination).

If the Trustee has received from a Member or former Member (the nominator) a document (the nomination) which:

- (a) is signed by the nominator;
- (b) specifies that a Benefit is to be paid to one or more Dependants or the legal personal representative of the Member;
- (c) states the nomination is binding on the Trustee; and
- (d) is not in breach of Relevant Requirements,

then the Trustee must pay a Benefit payable on the death of the nominator in accordance with the nomination unless:

- the Trustee has received a written revocation before the death of the nominator;
- deleted;
- the nomination has lapsed either under the terms of the nomination or as a result of the operation of the Relevant Requirements;
- the Nominated Dependant has died before the date of payment; or
- the Trustee considers it would be in breach of the Relevant Requirements if it pays the Benefit in accordance with the nomination.

If:

- the Trustee must pay a Benefit in accordance with a nomination under this clause; and
- the nomination specifies the form in which the Benefit is to be paid,

the Trustee must pay the Benefit in the form specified in the nomination.

31.3 Benefit payable on the death of a Member leaving no Dependants

If a Member or former Member dies and the Trustee cannot locate any surviving Dependants after reasonable enquiries, the Trustee must pay the Benefit to the legal personal representative



of the deceased. If the Trustee cannot locate a legal personal representative of the deceased after reasonable enquiries, the Trustee may pay the Benefit to any individuals the Trustee considers reasonable in whatever shares the Trustee determines.

32. PAYMENT OF BENEFITS

32.1 Payment to Others on Behalf of Beneficiaries

When any Beneficiary is under 18 or when in the opinion of the Trustee it would be in the best interests of the Beneficiary, the Trustee may pay all or part of any Benefit to any other person for application on behalf of the Beneficiary and the receipt of the person to whom the Benefit is paid is a complete discharge to the Trustee. The Trustee is not required to see to the application of the Benefit so paid.

32.2 Restrictions on Payment of Benefits

- (a) Benefits may be paid when and to the extent that the Trustee is permitted to pay them under the Relevant Requirements and must be paid when and to the extent that the Trustee is required to pay them under the Relevant Requirements.
- (b) A Member is only entitled to the Member's Preserved Payment Benefits or Restricted Non-Preserved Benefits if the Member has satisfied a Condition of Release.
- (c) Subject to the provisions of this Deed (including this clause and clause 31.2) and the Relevant Requirements, benefits may be cashed in any one or more of the following ways:
 - (i) one or more lump sums;
 - (ii) one or more pensions; and/or
 - (iii) the purchase of one or more annuities.

33. PAYMENT OF TAXATION

33.1 Tax on Benefits

The Trustee may deduct from any Benefit any Taxation required to be deducted or which the Trustee considers should be deducted from it.

33.2 Tax on Contributions

The Trustee may deduct any Taxation payable in relation to a Contribution prior to the Contribution being credited to an Accumulation Account.

34. POLICIES OF ASSURANCE

34.1 Trustee may effect Policy

The Trustee may effect separate Policies and may secure the Benefit of a Member or class of Members by means of individual Policies or group Policies providing any benefits the Trustee considers appropriate.

34.2 No Responsibility

The Trustee is not responsible or liable to the Member, the Member's legal personal representative or the Dependants of the Member if the Trustee does not take out a Policy, or if there are no or insufficient proceeds payable under a Policy.



34.3 Unallocated Policies

If the Trustee resolves not to credit the proceeds from a Policy to the Accumulation Account for the Member covered by the Policy then any proceeds under the Policy must be credited to the Income Account.

35. PARTICIPATING EMPLOYERS

35.1 Admission

If:

- any employer is admitted as an Employer by the Trustee; or
- makes a Contribution to the Fund with the consent of the Trustee

then the Employer will become a participating Employer subject to the terms and conditions of this Deed and any special conditions agreed between the Trustee and the Employer.

35.2 Reimbursements by Employer

The Trustee and an Employer may agree (on the admission of the Employer or at any other time) that the Employer will pay or reimburse the Trustee for any expenses of the Fund including fees payable to service providers or consultants and premiums payable on any Policy.

35.3 Ceasing to Employ Members

An Employer ceases to be an Employer when that Employer ceases to employ any Members or the Employer has terminated its Contributions to the Fund.

36. CESSATION OF EMPLOYER CONTRIBUTIONS

Where an Employer of a Member has terminated its Contributions to the Fund, the Trustee continues to hold the interests of the Member and must deal with those interests in accordance with the provisions of this Deed.

37. CONTRIBUTIONS BY MEMBERS

Where an Employer of a Member has terminated its Contributions in respect of that Member any other person may, with the consent of the Trustee, continue to make Contributions to the Fund in respect of that Member.

38. PROVISION FOR MEMBERS ON TERMINATION OF CONTRIBUTIONS

Although an Employer ceases making Contributions the Trustee will continue to hold all Benefits or pay out Benefits to Members, Beneficiaries or Dependants in accordance with the provisions of the Deed.

39. RECONSTRUCTION OR AMALGAMATION OF AN EMPLOYER

If an Employer is reconstructed, ceases to carry on business, goes into liquidation for the purpose of reconstruction or is merged or amalgamated with another employer the Trustee may:

- enter into a deed of adoption with its successor as an Employer; or
- transfer some or all of the assets of the Fund to a Complying Superannuation Fund conducted by a new employer; or
- allow the Members who were employed by the Employer to continue as Members.



40. VARIATION OF TRUST DEED

40.1 Variation

The provisions of this Deed may be amended by the Trustee by Deed, oral declaration or written resolution of the Trustee. Also, if the Trustee is a company, the provisions of this Deed may be amended by oral declaration or written resolution of the directors of the Trustee.

40.2 Notice

The Trustee must as soon as practicable advise the Members of the nature and purpose of the amendment and the effect (if any) on their entitlements.

40.3 Variation must not reduce Benefits

Despite anything to the contrary in this Deed, the Trustee must not amend the Deed in a way which reduces the accrued benefits of any Member except in circumstances where the variation would not result in any breach of the Relevant Requirements.

40.4 Limitation on Variations

If at any time the Fund is a Regulated Fund this Deed must not be amended in any way prohibited by the Relevant Requirements.

41. WINDING UP OF FUND

41.1 Election to Terminate

The Trustee may elect to wind up the Fund at a certain date (the Termination Date) if:

- there are no further Members remaining in the Fund; or
- the Trustee determines for any reason that the Fund should be wound up.

41.2 Procedure on Winding Up of Fund

Where the Fund is to be wound up the Trustee must:

- give written notice to each participating Employer and each Member of the Termination Date;
- arrange to pay or transfer Benefits to or apply on behalf of Members, former Members and Beneficiaries, after deducting the costs of administering and winding up the Fund.

41.3 Exhaustion of Fund

The Trustee shall pay Benefits in the following order to the extent that the assets of the Fund permit:

- (a) Benefits to which Members, former Members or their Dependants are entitled at the Termination Date;
- (b) the provision of additional Benefits to Members, former Members and their Dependants as the Trustee in its absolute discretion considers appropriate;
- (c) payment to any of the Employers (if any) as have made Contributions to the Fund as the Trustee in its absolute discretion considers appropriate **PROVIDED THAT** all procedures required by the Relevant Requirements have been complied with prior to the payment being made.



41.4 Duration

Unless previously terminated the trusts constituted by this Deed continue for a period of 80 years or any longer period allowed by law.

- DIVISION B -

42. MEMBERSHIP CLASSIFICATION

42.1 Classes of Membership

Until the Trustee otherwise resolves, there is one class of membership:

A Class

42.2 Initial Membership

When admitting a person to membership each Member will be an A Class Member unless the Trustee determines otherwise.

42.3 Different Classes of Membership

The Trustee may create other classes of membership and must specify the rights of a Member in each different class of membership at the time that class of membership is created, which will determine the Member's Benefit Entitlement in relation to that class of membership. If there is more than one class of membership of the Fund at any time:

- (a) the Trustee must designate a person's class of membership on that person joining the Fund;
- (b) a Member may be admitted to any class at any time provided the balance in any of the Member's Accumulation Accounts at the date of reclassification is retained as an entitlement of the Member;
- (c) upon the reclassification of a Member the Trustee may transfer all or any of the Member's other Accumulation Accounts to the new class of membership and
- (d) if a Member is reclassified but remains a Member of more than one class then, when any Contribution is made in respect of the Member, the contributor may designate the class to which the Contribution (and future Contributions) is attributable. If the contributor does not, the Trustee may determine to which class the Contributions are credited.

43. BENEFITS

43.1 Benefits will be payable to or in respect of a Member in the circumstances specified in clauses 44 to 47. However, the Trustee may also pay Benefits to a Member in other circumstances permitted by the Relevant Requirements.

43.2 If a Member qualifies for a Benefit under more than one provision of this Deed, then the Trustee may choose which provision the Trustee will pay the Benefit under.

43.3 Benefits will be payable by the Trustee as a lump sum, unless the Member or Beneficiary requests the Trustee to pay all or part of the Benefit as a pension, in which case the Trustee may pay some or all of the Benefit as a Pension if allowed by the Relevant Requirements. This clause is subject to clause 31.2.



44. RETIREMENT

- 44.1 At any time after a Member reaches the Normal Retirement Age, the Member is entitled to call on the Trustee to pay to the Member a Benefit equivalent to the amount standing to the credit of the Member's A Class Accumulation Account.

45. DISABLEMENT

45.1 Total and Permanent Disablement

If, in the opinion of the Trustee, a Member is Totally and Permanently Disabled, the Member is entitled to call on the Trustee to pay to the Member the full amount standing to the credit of the Member's A Class Accumulation Account as at the date of payment.

45.2 Temporary Total Disablement

If the Trustee receives an income Benefit under a Policy effected in respect of temporary total disablement of the Member then the Trustee must pay to the Member (to the extent permitted by the Relevant Requirements) an income Benefit equal to the amount payable to the Trustee under the Policy and in the manner specified in the Policy.

46. EARLY RETIREMENT FROM GAINFUL EMPLOYMENT

At any time after a Member retires from Gainful Employment prior to the Normal Retirement Age for any reason other than death or Total and Permanent Disablement, or the Member satisfies the conditions in the Relevant Requirements for the payment of Benefits even if the Member continues in employment, the Member is entitled to call on the Trustee to pay to the Member the full amount standing to the credit of the Member's A Class Accumulation Account.

47. DEATH

- 47.1 On the death of a Member the Trustee must pay the full amount standing to the credit of the Member's A Class Accumulation Account as at the date of payment in accordance with the provisions of this Deed.

47.2 Additional Payment

In addition to the amounts determined under Clause 47.1 the Trustee may also pay an additional amount equal to the Section 279D Benefit, where the Trustee is satisfied that the Trustee will be entitled to claim a deduction under section 279D of the Tax Act.

48. BENEFIT PAYABLE ON REACHING PRESERVATION AGE

If a Member meets a Condition of Release just by reaching the Member's Preservation Age prior to retirement from the workforce, the Member is entitled to call on the Trustee to pay to the Member a Benefit equivalent to the amount standing to the credit of the Member's A Class Accumulation Account subject to any cashing restrictions which apply to that Condition of Release.

49. INCREASES TO BENEFITS

In circumstances where a Member ceases to be a Member of the Fund, the Trustee may take into account the Member's interest in a Reserve Account (if any) in determining whether any amount should be transferred from the Reserve Account to the Member's Accumulation Account for purposes of the payment of a Benefit.



50. TIME OF PAYMENT OF BENEFITS

50.1 Trustee must pay Benefit to Member

When a Member calls on the Trustee to pay a Benefit under this Deed, the Trustee must pay the Benefit, subject to the terms of this Deed and the Relevant Requirements.

50.2 Retention of Benefits in Fund

Where a person does not require Benefits to be immediately paid, the Trustee may retain all or any part of any Benefit until:

- the person requests that it be paid;
- the Member dies;
- the Trustee is required to pay it under the Relevant Requirements; or
- the Trustee decides to pay it.



STIPENDS OF PAYMENT OF BENEFITS

EXECUTED BY DEED

SCHEDULE A

DATE OF DEED:

X15..... day of February..... 2007

TRUSTEE:

DPT QLD Pty Ltd
ACN 106 949 884

NAME OF FUND:

Harry Winkel Super Fund

SCHEDULE B

APPLICATION FOR MEMBERSHIP CONFIDENTIAL

TO: THE TRUSTEE - HARRY WINKEL SUPER FUND

I apply for admission to membership of the Fund.

- (a) I will be bound by the Trust Deed governing the Fund as varied from time to time.
- (b) I will notify the Trustee if at any time I cease to be Gainfully Employed as defined in the Trust Deed.
- (c) I consent to the Trustee acting as Trustee of the Fund.
- (d) I declare that the information in this Application is accurate in every respect.

APPLICANT DETAILS

Name:

Address:

Occupation:

Date of Birth: Membership Class:

Tax File Number:

I nominate the undermentioned persons as my Nominated Dependants:

| SURNAME(S) | GIVEN NAME(S) | RELATIONSHIP | % OF BENEFIT |
|------------|---------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

Signature:..... Dated the day of 20

Under the Trust Deed of the above superannuation fund, you are permitted to nominate a particular person or persons to whom you would like your benefits to be paid on your death. The ultimate allocation of your benefits on your death is at the discretion of the trustees, however, any nomination of preferred beneficiaries will be taken into consideration. If you would prefer to make a binding nomination, please contact the fund's administrator.

Your Tax File Number (TFN) is confidential. Before you provide it, you must be told:
Your TFN can be collected under the Superannuation Industry (Supervision) Act 1993.

If you provide your TFN, it will only be used for legal purposes, which currently include:

- finding or identifying your superannuation benefits;
- calculating tax on eligible termination payments, and
- providing information to the Commissioner of Taxation.

These purposes may change in the future as a result of legislative change.

It is not an offence not to provide your TFN. If you do not:

- you may pay unnecessary tax on your benefits, which you will need to reclaim later through the income tax assessment process; and
- it may be more difficult to find unclaimed benefits that you have, or to locate and amalgamate other benefits you have.

The consequences of not providing your TFN may change in the future as a result of legislative change.

If you provide your TFN, the trustee may provide it to:

- the trustee of another superannuation fund when you transfer your benefits to it, unless you instruct the trustee not to; and
- the Commissioner of Taxation, but otherwise it will be treated as confidential.

SCHEDULE C

PARTICIPATING EMPLOYERS ADMITTED TO FUND PURSUANT TO CLAUSE 35

NAMES OF
PARTICIPATING
EMPLOYERS

DATE OF
ADMISSION

EXECUTION OF
PARTICIPATING
EMPLOYERS

APPLICANT DETAILS

Name: _____

Address: _____

Occupation: _____

Date of Birth: _____

Membership Date: _____

Tax File Number: _____

| SURNAME(S) | GIVEN NAME(S) | RELATIONSHIP | % OF BENEFIT |
|------------|---------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

Signed: _____ Dated the _____ day of _____ 20____

I/We the undersigned of the above mentioned fund, do hereby certify that the names of the persons named in the above table are the names of the persons who are entitled to the benefits of the fund as at the date of the execution of this schedule. I/We warrant that the information given is true and correct and that the persons named are entitled to the benefits of the fund as at the date of the execution of this schedule.

Your Tax File Number (TFN) is confidential. Before you provide it, you must be told that your TFN can be obtained under the Information Privacy (Disclosure) Act 1982. If you provide your TFN, it will only be used for legal purposes which currently include:

- determining or identifying your superannuation benefits;
- collecting tax on eligible superannuation payments and
- providing information to the Commissioner of Taxation.

These purposes may change in the future as a result of legislative change. It is not an offence to provide your TFN if you do not.

You may not necessarily see or have access to your benefits, which you will need to obtain from the trustee of the superannuation fund. It may be more difficult to get withdrawal benefits that you have or to have and superannuation contributions you have.

The Commissioner is not providing your TFN and you are not providing it to the Commissioner. Your TFN and you are not providing it to the Commissioner. Your TFN and you are not providing it to the Commissioner.