Sunsuper Pty Ltd

DXC Technology Australia Pty Ltd

Benefit Deed

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23 November 2020

Date

Parties

Sunsuper Pty Ltd ABN 88 010 720 840 of 30 Little Cribb Street, Milton, Queensland (Trustee)

DXC Technology Australia Pty Ltd ABN 18 008 476 944 of 26 Talavera Road, Macquarie Park, NSW 2113 (**Principal Employer**)

Background

- A The Trustee is the trustee of the Fund.
- B The Fund is governed by a declaration of trust dated 1 October 1987 as amended (**Trust Deed**).
- C The Principal Employer is the principal employer of the Former Plum Fund and the Former Mercer Fund.
- D The Principal Employer has made an application to become a Participating Employer in the Fund, for the purpose of providing superannuation benefits for its Employees from the Commencement Date.
- E The Trustee and the Principal Employer have agreed that benefits for certain of the Employer's Employees are to be provided on the terms set out in this document from the Commencement Date.
- F The Trustee and the Principal Employer have further agreed that benefits for certain other of the Employers' Employees are to be provided on the terms set out in this document from the Transfer Date.
- G This document includes a Defined Benefit Agreement in respect of Defined Benefits to be provided by the Fund for certain of the Employer's Employees.

Agreed terms

1 Definitions

1.1 Terms defined in this document

In this document these terms have the following meanings:

Beneficiary	A Member and any person entitled to receive a benefit
	under this document.

Category A Member	A Member who was a 'Category A Member' in the Former Mercer Fund immediately before the Transfer Date and who is entitled to benefits under Schedule 3.
Category B1	A Member who was:
Member	(a) a 'Category B1 Member' in the Former CSC Fund immediately prior to 1 October 2002; and
	(b) a 'Category B1 Member' in the Former Mercer Fund immediately before the Transfer Date,
	and who is entitled to benefits under Schedule 4.
Commencement Date	24 November 2020 in respect of Employees who are HP Members or EDS Members.
EDS Member	A Member who was a member of the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date and who is entitled to benefits under Schedule 2.
Former CSC Fund	The CSC Superannuation Fund Plan established under a trust deed dated 6 May 1971 (as amended).
Former Mercer Fund	The DXC Technology Australia Superannuation Plan, a plan in the Mercer Corporate Superannuation Division of the Mercer Super Trust (established by a master deed dated 28 June 1995).
Former Plum Fund	HP Super, a sub-plan of the MLC Super Fund (established by a trust deed dated 9 May 2016) and which comprised the following divisions:
	(a) Compaq Superannuation Fund;
	(b) Hewlett-Packard Australia Superannuation Plan; and
	(c) EDS (Australia) Superannuation Fund.
Former Mercer Fund Trustee	Mercer Investment Nominees Limited ABN 79 004 717 533, as trustee of the Former Mercer Fund immediately before the Transfer Date.
Former Plum Fund Trustee	NULIS Nominees (Australia) Limited ABN 80 008 515 633, as trustee of the Former Plum Fund immediately before the Commencement Date.
HP Member	A Member who was a member of the Hewlett-Packard Australia Superannuation Plan division of the Former Plum Fund immediately before the Commencement Date and who is entitled to benefits under Schedule 1.

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Participation Deed	The document titled 'Participation Deed' entered into between the Trustee and the Principal Employer, and where applicable any Associated Employer.
Pensioner	Means a Pensioner Member as defined in Schedule 2 or a Pensioner as defined in Schedule 4.
Plan	That part of the Fund to be known as the DXC Technology Superannuation Plan which is attributable to the Employers' participation in the Fund.
Transfer Date	December 2020 in respect of Employees who are Category A Members and Category B1 Members.
Transferred Mercer Benefit	As defined in clause 3.1.
Transferred Plum Benefit	As defined in clause 3.1.

1.2 Meaning of Member

In this document **Member** refers to a Defined Benefit Member of the Plan. For the avoidance of doubt, for the purpose of this document, this does not include an Accumulation Member or a Pensioner unless otherwise specified.

1.3 Terms defined in Trust Deed and Participation Deed

The Trust Deed is the Trust Deed dated 1 October 1987 under which the Fund is constituted.

The Participation Deed is the deed entered into by the parties contemporaneously with this document which sets out the terms under which the Employers participate in the Fund.

Words and phrases defined in the Trust Deed or in the Participation Deed have the same meaning in this document unless this document expressly provides otherwise.

1.4 Death benefits

In this document a reference to payment of an amount 'as a death benefit' refers to payment to a Member's Dependants or Legal Personal Representative determined under clause 11.8 of the Trust Deed.

1.5 Benefits

Unless otherwise specified in this document, the benefit payable to or in respect of a Member or other Beneficiary is determined under only one of:

- (a) Schedule 1, for HP Members;
- (b) Schedule 2, for EDS Members;
- (c) Schedule 3, for Category A Members; or
- (d) Schedule 4, for Category B1 Members.

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2 Accounts

2.1 Establishment and maintenance of Member Accounts

The Trustee must establish a Member Account for each Member and, subject to this deed, the Trustee:

- (a) will invest the balance of the Member Account (Retirement Credit), if any, for each Member;
- (b) credit and debit amounts to the Member Account; and
- (c) pay the Member's Retirement Credit,

in accordance with the Trust Deed.

2.2 Establishment and maintenance of sub-accounts

For each relevant Defined Benefit Member, the Trustee must establish and maintain, within each Member Account, such of the following sub-accounts as will have a balance on the Commencement Date or the Transfer Date, as relevant:

- (a) for HP Members, a;
 - (i) Preserved Sub-Account;
 - (ii) Additional Sub-Account;
 - (iii) Member Contribution Sub-Account;
 - (iv) SG Sub-Account;
 - (v) Pre-96 Sub-Account; and
 - (vi) Employer Sub-Account;
- (b) for EDS Members, a Member Contributions Sub-Account;
- (c) for Category A Members, a:
 - (i) Company Additional Sub-Account;
 - (ii) Company Sub-Account; and
 - (iii) Voluntary Contribution Sub-Account; and
- (d) for Category B1 Members, a:
 - (i) Voluntary Contribution Sub-Account; and
 - (ii) Past Service Benefits Sub-Account.

Except that the Trustee is not required to maintain a sub-account with a nil balance.

2.3 Member Accounts include Sub-Accounts

Except where expressly stated otherwise, a reference to a Member Account includes each of the sub-accounts and a reference to the Member's Retirement Credit includes the balances of each of the Member's sub-accounts.

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3 Transfer

3.1 Allocation to accounts

- (a) The Trustee and the Employer acknowledge that the Trustee is to receive payments from the Former Plum Fund (Transferred Plum Benefit) and payments from the Former Mercer Fund (Transferred Mercer Benefit).
- (b) Transferred Plum Benefits must be allocated to the Plan in the following manner with effect from the Commencement Date:
 - (i) For each HP Member, the Member's Transferred Benefit must be credited to:
 - (A) one or more of the sub-accounts established for the HP Member in accordance with clause 2.2(a); and
 - (B) otherwise, the HP Member's Member Account established in accordance with clause 2.1,
 - in the amounts as notified to the Trustee by the Former Plum Fund Trustee as applicable to each HP Member immediately before the Commencement Date.
 - (ii) For each EDS Member, the Member's Transferred Benefit must be credited to:
 - the sub-account established for the EDS Member in accordance with clause 2.2(b); or
 - (B) otherwise, the EDS Member's Member Account established in accordance with clause 2.1.
 - in the amounts as notified to the Trustee by the Former Plum Fund Trustee as applicable to each EDS Member immediately before the Commencement Date.
- (c) Transferred Mercer Benefits must be allocated to the Plan in the following manner with effect from the Transfer Date:
 - (i) For each Category A Member:
 - (A) the sub-account established for the Category A Member in accordance with clause 2.2(c); or
 - (B) otherwise, the Category A Member's Member Account established in accordance with clause 2.1;
 - (ii) For each Category B1 Member:
 - (A) the sub-account established for the Category B1 Member in accordance with clause 2.2(d); or
 - (B) otherwise, the Category B1 Member's Member Account established in accordance with clause 2.1.

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3.2 Membership eligibility

- (a) Unless specified in a Schedule to this Benefit Deed, a Member was a member of a defined benefit category of the Former Plum Fund or Former Mercer Fund, and membership of the Fund under the terms of this document is available only to those persons and to Pensioners.
- (b) A Member will cease to be a person to whom this document applies if the person ceases to be a Defined Benefit Member. If the former Defined Benefit Member continues to be a Member of the Plan, they will become an Accumulation Member of the Plan on the date they cease to be entitled to a benefit under this document.
- (c) A Pensioner will cease to be a person to whom this document applies in accordance with rule 6 of Schedule 2 or rule 7 of Schedule 4.

3.3 Membership categories

Each Member, including a Pensioner and, where relevant, an Accumulation Member, on admission to the Fund, becomes a member of the Plan in the equivalent category to that in which that Member was a member in the Former Plum Fund immediately prior to the Commencement Date or the Former Mercer Fund immediately prior to the Transfer Date, as advised to the Trustee by the Former Plum Fund Trustee or Former Mercer Fund Trustee respectively.

Each Member, including a Pensioner and, where relevant, an Accumulation Member, remains a member of the category in which that person was admitted on and from either the Commencement Date or the Transfer Date.

4 Contributions

4.1 Member contributions

- (a) HP Members and EDS Members are not required to contribute in respect of the benefits payable under this Benefit Deed.
- (b) Category A Members are required to or are permitted contribute to the Plan at the rate set out in Schedule 3.
- (c) Category B1 Members are required to or are permitted contribute to the Plan at the rate set out in Schedule 4.
- (d) In respect of Category A Members and Category B1 Members:
 - (i) a Member may enter into a salary sacrifice arrangement with the Member's Employer, and where contributions are made by an Employer on behalf of a Member pursuant to a salary sacrifice arrangement, the Member is taken to have satisfied any obligation to contribute to the Plan to the extent of the contribution made;

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- (ii) the Principal Employer may release the Member (either fully or partially) from making contributions and may attach conditions related to that release; and
- (iii) the Trustee and Principal Employer may agree that any reference to a contribution made to the Plan by an Employer in respect of a Member will be deemed to include a reference to any allocation made under clause 4.4(d) of the Participation Deed instead of that contribution.

4.2 Employer contributions

Each Employer must contribute in the amounts or at the rates required to provide the benefits payable under this Benefit Deed (including insured benefits) as determined under the Participation Deed.

5 Benefit offsets

5.1 Insurance offset

The Trustee may acquire, hold, vary or dispose of one or more Policies of Insurance to provide insured benefits for one or more beneficiaries.

The component of the Member's benefit that relates to cover provided under a Policy of Insurance is:

- (a) subject to the terms of the Policy of Insurance under which it is provided;
- (b) limited to the extent that the Member is covered under the Policy of Insurance; and
- (c) only payable if, and to the extent that, the Trustee receives payment from the insurer under the Policy of Insurance.

If an insurer refuses to provide cover for a Member or a Member's cover ceases under a Policy of Insurance, the Trustee is not required to arrange any other cover for the Member

5.2 Reduction for Tax assessments

Without limiting the amounts that may be deducted from a Member's benefits under the Trust Deed by way of Tax payable in respect of a benefit, the amount of any benefit payable in respect of a Member will be reduced by the amount of any surcharge account maintained by the Trustee to account for surcharge assessments received in respect of the Member.

5.3 Family Law offsets

- (a) Despite any other provision in the Trust Deed, this document or the terms of any agreement in relation to a Member's benefits, where the Trustee:
 - creates a new interest for the Spouse or former Spouse of a Member to give effect to a Payment Split; or

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(ii) transfers or rolls over the entitlement of the Spouse or former Spouse of a Member under a Payment Split;

the Trustee must reduce the amount of the Member's benefit by an amount determined by the Trustee to account for the interest or entitlement of the Member's Spouse or former Spouse.

(b) In this clause 5.3:

Family Law Act means the Family Law Act 1975 (Cth).

Payment Split has the meaning has the meaning given by the Family Law Act.

5.4 Waived or unpaid contributions

The Trustee must adjust the benefits payable in respect of a Category A or Category B1 Member:

- (a) who is released from making contributions unless:
 - (i) those contributions are deemed by agreement between the Employer and the Trustee to have been made to the Plan; and
 - (ii) an Employer pays any additional contributions which an actuary advises are necessary as a result of the release from making contributions to ensure the stability of the Plan; or
- (b) who:
 - (i) is not released under clause 4.1(d)(ii); and
 - (ii) does not pay Member contributions as required or agreed.

6 Amendment

6.1 Amendment by Trustee and Principal Employer

- (a) This document may only be varied or replaced by a document executed by the Trustee and the Principal Employer, except that:
 - (i) in relation to amendments which would affect the provisions of Schedule 1, the following restrictions apply:
 - (A) an actuary must certify that the amount of the benefit already secured for or in respect of any HP Member or the Dependants of any HP Member by contributions paid up to the date of such amendment shall not be reduced;
 - (B) if an actuary does not so certify:
 - all the HP Members whose benefit entitlements are affected, or
 - such HP Members whose consent is required pursuant to the applicable requirements of Superannuation Law,

consent in writing to such alteration, addition or deletion;

- (ii) in relation to amendments which would affect the provisions of Schedule 2, an actuary must certify that in his opinion such amendment shall not substantially prejudice the value of the rights of any EDS Members secured by contributions to the Fund made by or in respect of them prior to the date on which the relevant amendment passed (as the case may be) without the written consent of at least three- quarters of the EDS Members so adversely affected;
- (iii) in relation to amendments which would affect the provisions of Schedule 3 or Schedule 4, the following restrictions apply:
 - (A) an actuary to the Plan determines that a Member's Accrued Benefits is not reduced; or
 - (B) the Member consents to the reduction in their Accrued Benefits.
- (b) This document is intended to set out the benefits of Members, relevant Accumulation Members and Pensioners on the Commencement Date and the Transfer Date and, without limiting clause 6.1(a), if any provision of this document, including an omission, would have the effect that any Member's, Accumulation Member's or Pensioner's benefits are not set out as intended, the Trustee may with the agreement of the Principal Employer make such changes to this document or take such other action as is necessary to correct the Member's, Accumulation Member's or Pensioner's benefits effective as at the Commencement Date or the Transfer Date.

7 General

7.1 Governing law

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

7.2 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

7.3 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

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7.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

7.5 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

7.6 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

7.7 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

7.8 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

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- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (v) a right includes a benefit, remedy, discretion or power;
- (vi) time is to local time in Brisbane;
- (vii) '\$' or 'dollars' is a reference to Australian currency;
- (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
- (x) this document includes all schedules and annexures to it; and
- (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

7.9 Headings

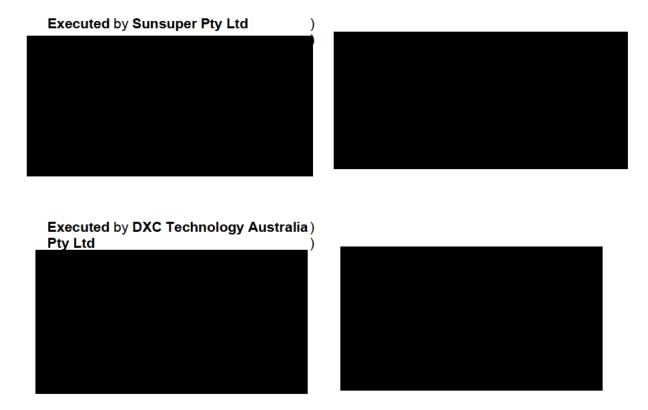
Headings do not affect the interpretation of this document.

7.10 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

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Executed as a deed.



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1 Schedule 1 Former Hewlett-Packard Australia Superannuation Plan division members

1 Definitions

1.1 Terms defined in this Schedule 1

In this Schedule 1, these terms have the following meanings:

	T
Additional Accumulation Member	HP Members who were members of the Hewlett- Packard Australia Superannuation Plan immediately before 1 October 1996, as advised to the Trustee by the Former Plum Fund Trustee.
Additional Fixed Insurance	For a Post Conversion Date Member means the amount of fixed dollar cover (if any) that is required in addition to the HP Member's standard insurance cover so that the HP Member's death benefit on 1 November 2010 is at least equal to the amount the HP Member would have been entitled to receive if the HP Member had died or become Totally and Permanently Disabled immediately before 1 November 2010, as advised to the Trustee by the Former Plum Fund Trustee.
Additional Sub- Account	A sub-account of the HP Member's Member Account established under clause 2.2(a) and credited with that part of the Transferred Benefit that relates to the HP Member's 'Additional Account' in the Former Plum Fund.
Balance Date	30 June in each year or such other date or dates in any year as may be agreed between the Principal Employer and the Trustee from time to time.
Date of Disablement	In relation to a HP Member and any state of disablement giving rise to a benefit under the Trust Deed, the later of:
	(a) the date determined by the Trustee to be that on which the Member last ceased to be actively employed; and
	(b) the date determined by the Trustee to be that on which the illness or injury which (in the opinion of the Trustee after considering evidence satisfactory to the Trustee) was the

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	primary cause of such disablement commenced or occurred,
	or, in any case, such other date (if any) as the Trustee may declare to be the HP Member's date of disablement.
Declared Interest Rate	Such rate of interest (which may be positive or negative) as may be determined by the Trustee, after obtaining the advice of an actuary and with the approval of the Principal Employer, in respect of any period and, without limiting the generality of the foregoing, the Trustee may prospectively determine a Declared Interest Rate on an interim basis in respect of a particular period and for a particular purpose, and may subsequently and retrospectively determine a Declared Interest Rate on a final or declared basis in respect of that period and for that purpose.
Deferral Date	The earliest to occur of:
	(a) the Additional Accumulation Member's death;
	(b) the retirement of the Additional Accumulation Member from Gainful Work before age 55 because of permanent incapacity or permanent invalidity;
	(c) the date upon which the Additional Accumulation Member retires from Gainful Work on or after age 55;
	(d) the Trustee becoming satisfied that the Additional Accumulation Member is about to leave Australia permanently; and
	(e) subject to Superannuation Law, such earlier date, if any, as the Trustee may determine for any particular purpose either generally or in any particular case,
	being, in any case, a date as at which all or part of a deferred or preserved benefit may be paid from the Plan without causing the Plan to fail to comply with or satisfy any applicable requirement of Superannuation Law.
Disability Period	As defined in rule 5.6.
Employer Sub- Account	A sub-account of the HP Member's Member Account established under clause 2.2(a) and credited with that part of the Transferred Benefit that relates to the

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	HP Member's 'Employer Account' in the Former Plum Fund.
Final Average Salary	When used in relation to a HP Member means the average of his or her three highest Salaries applicable at the five Review Dates next preceding the date of his retirement provided that in the case of any HP Member whose basis of employment has substantially changed during the period of his employment and his Salary increased or reduced accordingly his Final Average Salary shall be such figure as the Trustee and the Employer consider fair in all the circumstances provided always that in any particular case Final Average Salary shall be such other amount or determined in such other manner as may be determined by the Principal Employer and approved by the HP Member from time to time.
Full Member	A HP Member who was classified as a Full Member immediately prior to 1 October 1996, as advised to the Trustee by the Former Plum Fund Trustee.
Gainful Work	Engagement in any employment, occupation, vocation, profession, trade or business for remuneration or other reward in money or moneys worth.
Insertion Date	29 March 1990.
Insured Percentage	5%, 10%, 15%, 20% or 25% as selected by the Post Conversion Date Member and accepted by the insurer, provided that if the Post Conversion Date Member does not make a selection, the Insurance Percentage will be such percentage (up to 25%) as advised to the Trustee by the Former Plum Fund Trustee.
Member Contribution Sub- Account	A sub-account of the HP Member's Member Account established under clause 2.2(a) and credited with that part of the Transferred Benefit that relates to the HP Member's 'Member Contribution Account' in the Former Plum Fund.
Normal Retirement Date	The 65 th birthday of the HP Member.
Pensionable Service	In relation to a HP Member means the period of Service between the date he becomes a Full Member and his Normal Retirement Date provided that in respect of a Member who joined the Hewlett- Packard Retirement and Family Protection Sub-plan

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	on or after 1 July 1968, Pensionable Service shall include any additional periods of Service advised to the Trustee by the Former Plum Fund Trustee.		
Post Conversion Date Member	A HP Member who was a 'Post Conversion Date Member' in the Former Plum Fund immediately before the Commencement Date, as advised to the Trustee by the Former Plum Fund Trustee.		
Pre-96 Sub- Account	A sub-account of the HP Member's Member Account established under clause 2.2(a) and credited with that part of the Transferred Benefit that relates to the HP Member's 'Pre-96 Account' in the Former Plum Fund.		
Pre Conversion Date Accounts	Together, and where relevant to the HP Member, the:		
	(a) Preserved Sub-Account;		
	(b) Additional Sub-Account;		
	(c) Member Contribution Sub-Account;		
	(d) SG Sub-Account;		
	(e) Pre-96 Sub-Account; and		
	(f) Employer Sub-Account.		
Preserved Sub- Account	A sub-account of the HP Member's Member Account established under clause 2.2(a) and credited with that part of the Transferred Benefit that relates to the Additional Accumulation Member's 'Preserved Account' in the Former Plum Fund.		
Previous Fund	The Hewlett-Packard Retirement and Family Protection Plan established on 1 July 1968 and any other superannuation fund approved by the Former Plum Fund Trustee and advised to the Trustee in which a HP Member has participated and from which moneys were transferred to the Hewlett-Packard Australia Superannuation Plan.		
Projected	In relation to a deceased HP Member means:		
Retirement Pension	(a) in the case of a HP Member not in receipt of a pension from the Plan whose death occurs prior to the Normal Retirement Date, the pension which could have become payable pursuant to rule 3.1 if:		

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- (i) the HP Member had continued in Service as a Member up to and retired on the Normal Retirement Date; and
- (ii) the HP Member's Salary at the date of death had remained unaltered; or
- (b) in the case of a HP Member not in receipt of a pension from the Plan whose death occurs on or after his Normal Retirement Date, the pension which could have become payable pursuant to the relevant provisions of rule 3.1 or rule 3.3 of this Schedule 1 if the HP Member had retired from Service on the date of his death; or
- (c) in the case of a HP Member in receipt of a pension from the Plan, the pension which the Member was receiving from the Plan at the date of death.

Salary

In relation to a HP Member who is partly remunerated by commission shall mean benefit salary as determined by the Employer from time to time

In relation to a HP Member not remunerated by commissions, "Salary" shall mean the Member's base wage or salary (calculated as an annual wage or salary) and unless the Employer otherwise determines "Salary" shall exclude director's fees, sums paid for overtime work, other special services, or by way of bonus, and any item of indirect compensation.

Provided that:

- (a) If a HP Member has been granted leave of absence without salary, the HP Member's Salary shall be deemed to continue unaltered until the cessation of such leave of absence.
- (b) If the Salary of a HP Member is reduced for any reason then, with the approval of that HP Member and the Employer, the HP Member's Salary will be deemed either to continue unaltered or to be reduced only to such extent as may be approved.
- (c) In any particular case, Salary shall be such other amount, or determined in such manner, as may be determined by the Principal

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	Employer and approved by the HP Member, from time to time.
Service	Actual employment prior to 1 July 1968 with Sample Electronics (Vic) Pty Limited and actual employment with the Employer, in respect of which the person concerned received Salary provided that, in any particular case, Service includes any period of absence from employment which the Employer determines shall be included.
SG Sub-Account	A sub-account of the HP Member's Member Account established under clause 2.2(a) and credited with that part of the Transferred Benefit that relates to the HP Member's 'SG Account' in the Former Plum Fund.
Total Disability	Is defined as per the Trust Deed. However, if at the relevant time there is no such Policy of Insurance in force or in any other circumstances determined by the Principal Employer, Total Disability shall mean disablement (not amounting to Total and Permanent Disablement) due to an illness or injury as a result of which:
	(a) the HP Member has been continuously absent from active employment for at least three months or such other period, if any, as the Principal Employer determines from time to time either generally or in any particular case; and
	(i) the HP Member has been continuously absent from active employment for less than two years (or such other period, if any, as may be determined by the Principal Employer from time to time either generally or in any particular case), in the opinion of the Trustee after consideration of information and advice satisfactory to it, the HP Member is incapacitated to such an extent as to render the HP Member unable, for the time being, to resume work in the HP Member's former occupation; or (ii) the HP Member has been continuously absent from active employment for a
	period greater than that provided for in

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sub-paragraph (i) above, in the opinion of the Trustee after consideration of information and advice satisfactory to it, the HP Member is incapacitated to such an extent as to render the HP Member unable, for the time being, to engage in any Gainful Work for which the HP Member is reasonably qualified by education, training or experience,

provided always that, unless otherwise agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case, Temporary Total Disability shall not include disablement arising as a result of an illness or injury which, in the opinion of the Trustee after consideration of information and advice satisfactory to it, has been inflicted, incurred or aggravated for the purpose of obtaining a benefit, and "Totally Disabled", "Temporarily Totally Disabled" or "Temporary Total Disability" shall have a corresponding meaning.

Total and Permanent Disablement

Is defined as per the Trust Deed. However, if at the relevant time there is no such policy in force or in any other circumstances determined by the Principal Employer, Total and Permanent Disablement shall mean disablement due to an illness or injury as a result of which:

- (a) the HP Member has been continuously absent from active employment for a period of at least six months or such other period, if any, as the Principal Employer determines from time to time either generally or in any particular case;
- (b) in the opinion of the Trustee after consideration of information and advice satisfactory to the Trustee, the HP Member is incapacitated to such an extent as to render the HP Member unlikely ever to engage in any Gainful Work for which the Member is for the time being, reasonably qualified by education, training or experience,

provided always that, unless otherwise agreed between the Trustee and the Principal Employer from time to time either generally or in any particular case, Total and Permanent Disablement shall not

page 19 Benefit Deed include disablement arising as a result of an illness or injury which, in the opinion of the Trustee after consideration of information and advice satisfactory to the Trustee, has been inflicted, incurred or aggravated for the purpose of obtaining a benefit, and "Totally and Permanently Disabled" shall have a corresponding meaning.

2 Overriding provisions relating to benefits

- (a) Subject to such special terms and conditions, if any, as may be determined by the Principal Employer, either generally or in any particular case, if a person who, having previously left Service, rejoins Service, then during and in respect of the period after the date he or she rejoins Service, that person shall for all intents and purposes be treated as if he or she had never previously been in Service or a member of the Former Plum Fund or the Plan provided that, if that person is already a HP Member of the Plan by reason of a deferred, preserved or other continuing benefit secured in respect of a previous period of membership of the Former Plum Fund or Plan, then, subject to any contrary agreement between the Trustee, that person and the Principal Employer, that person's rights and interests in respect of any such continuing benefit, and the conditions upon which that benefit is secured, shall not be affected by the recommencement of Service.
- (b) Subject to paragraph (c) of this rule:
 - (i) the Principal Employer may agree with a HP Member to vary the terms and conditions of a HP Member's membership of the Plan provided that the amount of the benefit already secured for or in respect of any HP Member or the Dependants of any HP Member by contributions paid up to the date of variation shall not thereby be reduced; and
 - (ii) such an agreement shall be evidenced in writing (in one or more documents) by the Principal Employer and the Employee or HP Member concerned in a form acceptable to the Principal Employer, and may, subject to paragraph (i) above be varied, replaced or revoked by a subsequent written agreement between the Principal Employer and the person concerned or in the manner as if it were actually a part of this Benefit Deed.
- (c) If and to the extent that, in the opinion of the Trustee (after obtaining the advice of an actuary) to give effect to such an agreement would cause a deficiency in the Plan, before giving effect to such an agreement or in the course of doing so the Trustee may require an undertaking from an Employer that it shall contribute to the Plan such additional amounts or rates of contributions as the Trustee shall determine after obtaining the

advice of an actuary and, if any such undertaking is not given or is not fulfilled to the satisfaction of the Trustee, the Trustee may refuse to give effect to or to continue to give effect to that agreement in whole or in part.

3 Benefits

3.1 Normal retirement benefit

A HP Member who retires from Service on their Normal Retirement Date, is entitled to their Retirement Credit less the balance of their Preserved Sub-Account;

provided that,

in the case of a Post Conversion Date Member, the lump sum benefit payable under this rule will not be less than the sum of:

- (a) 16.7% of Final Average Salary for each year of Pensionable Service prior to 1 April 1990;
- (b) 15% of Final Average Salary for each year of Pensionable Service after 31 March 1990 up to and including 31 October 2010;
- (c) the balance of the HP Member's Preserved Sub-Account; and
- (d) the balance of the Additional Sub-Account; and
- the balance of the HP Member's Member Account, excluding the balance of the HP Member's Pre Conversion Date Accounts,

and for the purposes of these provisos, Pensionable Service will be calculated in years and complete months and the maximum amount payable shall be 7 times Final Average Salary.

3.2 Early retirement benefit

A HP Member:

- (a) who retires from Service on or after age 55 and before the Normal Retirement Date; or
- (b) with the consent of the Principal Employer given in writing for this purpose at anytime on account of ill health,

is entitled to their Retirement Credit less the balance of their Preserved Sub-Account,

provided that,

in the case of a Post Conversion Date Member, the lump sum benefit payable under this rule on retirement on or after age 55 years will not be less than the sum of:

(c) 16.7% x the factor determined in accordance with Table VI at rule 14.4 of this Schedule 1 of Final Average Salary for each year of Pensionable Service prior to 1 April 1990;

- (d) 15% of Final Average Salary for each year of Pensionable Service after31 March 1990 up to and including 31 October 2010;
- (e) the balance of the Member's Preserved Sub-Account; and
- (f) the balance of the Additional Sub-Account; and
- (g) the balance of the HP Member's Member Account, excluding the balance of the HP Member's Pre Conversion Date Accounts,

based on the Member's Final Average Salary at the date of actual retirement.

3.3 Late retirement

A HP Member who retires from Service after their Normal Retirement Date is entitled to their Retirement Credit less the balance of their Preserved Sub-Account,

provided that,

in the case of a Post Conversion Date Member, the lump sum benefit payable under this rule will not be less than the sum of:

- (a) the HP Member's Preserved Sub-Account Balance;
- (b) the sum of:
 - 16.7% of Final Average Salary for each year of Pensionable Service prior to 1 April 1990;
 - (ii) 15% of Final Average Salary for each year of Pensionable Service after 31 March 1990 up to and including 31 October 2010,

had the HP Member retired at his Normal Retirement Date,

increased by the Declared Interest Rate, provided further that in respect of Members who last became Full Members prior to 1 April 1990, the Declared Interest Rate shall for the purposes of this proviso, when averaged over the period between Normal Retirement Date and the date of retirement be at least 8% per annum compound; and

- (c) the balance of the Additional Sub-Account; and
- (d) the balance of the Member's Account excluding the balance of the HP Member's Pre Conversion Date Accounts.

4 Death benefit

4.1 Death in Service before Normal Retirement Date

Subject to rule 4.2 in the event of the death of a HP Member before their Normal Retirement Date and while in Service a lump sum death benefit is payable that is equal to:

 the HP Member's Retirement Credit less the balance of their Preserved Sub-Account: and

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- (b) for HP Members who are Post Conversion Date Members, the sum of:
 - (i) one (1) times the Post Conversion Date Member's Salary at the date of death; and
 - (ii) the Insured Percentage of the Post Conversion Date Member's Salary for each year and complete month from the date the HP Member dies to the date the HP Member would have attained Normal Retirement Date plus any Additional Fixed Insurance.

provided that if part or all of the amount referred to in sub-paragraph (b) is payable under a Policy of Insurance clause 5.1 of the Benefit Deed shall apply.

4.2 Death before NRD underpin for Post Conversion Date Members

In the case of a Post Conversion Date Member, the benefit payable pursuant to rule 4.1 on death on or after age 55 years will not be less than the lump sum benefit equal to the aggregate of the following amounts, based on the Member's Final Average Salary at the date of death:

- (a) 16.7% x the factor determined in accordance with Table VI at rule 14.4 of this Schedule 1 of Final Average Salary for each year of Pensionable Service prior to 1 April 1990;
- (b) 15% of Final Average Salary for each year of Pensionable Service after31 March 1990 up to an including 31 October 2010;
- (c) the balance of the HP Member's Preserved Sub-Account; and
- (d) the balance of the Additional Sub-Account; and
- (e) the balance of the HP Member's Member Account, excluding the balance of the HP Member's Pre Conversion Date Accounts

4.3 Death in Service on or after Normal Retirement Date

Subject to rule 4.4, in the event of the death of a HP Member after their Normal Retirement Date and while in Service a lump sum death benefit is payable that is equal to the HP Member's Retirement Credit less the balance of their Preserved Sub-Account.

4.4 Death after NRD underpin for Post Conversion Date Members

In the case of a Post Conversion Date Member, the benefit payable pursuant to rule 4.3 on death on or after age 55 years shall not be less than the lump sum benefit equal to the aggregate of the following amounts, based on the Member's Final Average Salary at the date of death:

- (a) 16.7% x the factor determined in in accordance with Table VI at rule 14.4 of this Schedule 1 of Final Average Salary for each year of Pensionable Service prior to 1 April 1990;
- (b) 15% of Final Average Salary for each year of Pensionable Service after 31 March 1990 up to and including 31 October 2010;
- (c) the balance of the HP Member's Preserved Sub-Account; and

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- (d) the balance of the Additional Sub-Account; and
- the balance of the HP Member's Member Account, excluding the balance of the HP Member's Pre Conversion Date Accounts.

5 Total Disability

5.1 Total Disability benefit

If a Member becomes Temporarily Totally Disabled while in Service before his Normal Retirement Date an income benefit shall become payable to the Member subject to the following provisions of this rule 5 and while that income benefit is payable no benefit shall become payable to or in respect of the HP Member under any other provision of the Trust Deed otherwise than as provided for in this rule 5.

5.2 Amount of the Total Disability benefit

The annual amount of the income benefit shall (unless the Principal Employer determines otherwise) be the lesser of:

- (a) 66.7% of the HP Member's Salary at the Date of Disablement; and
- (b) 75% of the HP Member's Salary at the Date of Disablement reduced by:
 - (i) any compensation benefit which is or becomes payable or which may reasonably become payable in respect of the HP Member under any workers compensation or similar scheme having government support or recognition or which is maintained by the Employer, to the extent that such compensation benefit is attributable to an injury, illness or accident giving rise to the income benefit; and
 - (ii) any reward due to the HP Member in respect of any work carried out by the HP Member (whether for the Employer or otherwise) while the HP Member is entitled to receive the income benefit,

provided that if such a compensation benefit or any such reward is payable in a different manner or form to the income benefit, the income benefit shall be reduced on the basis determined by the Trustee after obtaining the advice of an actuary.

5.3 Timing for payment of Total Disability benefit

The income benefit shall be payable by monthly instalments. The income benefit shall commence to be payable on the date as at which the HP Member is determined to have become Temporarily Totally Disabled (the "admission date"), with the first instalment thereof falling due on the first day of the month coincident with or next following the admission date.

Unless a later cessation date is agreed between the Trustee and the Employer, the income benefit shall cease to be payable on the date (the "cessation date") which is the earliest to occur of the following:

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- the date as at which the HP Member ceases to satisfy the definition of Total Disability;
- the date as at which the Member is determined to have become Totally and Permanently Disabled;
- (c) the date of the Member's death;
- (d) the Member's Normal Retirement Date; and
- (e) the date as at which the Member has been Totally Disabled for:
 - (i) a continuous period of 24 months; or
 - (ii) a total of 24 months as a result of the same or a related illness or injury where the periods of such disablement occurred within 6 months (or such lesser period as the Principal Employer may determine) of each other.

The last instalment will fall due on the first day of the month coincident with or next following the cessation date.

The first and last instalments shall each be a proportionate amount having regard to the number of days for which the income benefit was payable in the previous month.

5.4 Insurance benefit

If the Trustee has obtained insurance under a Policy of Insurance for all or part of the benefit payable under this rule 5 and a benefit continues to be payable in respect of the HP Member Policy of Insurance after the income benefit has ceased to be payable under this rule 5:

- the Trustee will continue to pay to the HP Member a benefit which in the Trustee's opinion is consistent with the continued insurance benefit; and
- (b) with the approval of the Principal Employer, the Trustee may deem the HP Member to continue to be Temporarily Totally Disabled for the purpose of this rule 5 and in receipt of an income benefit for the whole or part of the period during which such an insurance benefit continues to be paid to the HP Member.

5.5 Return to Service

- (a) If the HP Member continues in or returns to Service when the income benefit ceases, the Member's membership of the Sub-plan shall continue and the Deed shall continue to apply to and in respect of the Member.
- (b) If the HP Member does not continue in or return to Service when the income benefit ceases, there shall be payable to or in respect of the Member from the Plan, a benefit determined in accordance with the relevant other provisions of the Plan rule on the date as at which the income benefit ceased to be payable provided that, insofar as payment of all or part of a benefit under another relevant provision of this document, depends upon an Employer granting an approval or

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5.6 Disability Period

In the case of a HP Member who is entitled to receive an income benefit under this rule 5:

- (a) the HP Member will be deemed to have remained in Service as a HP Member during the whole of the period for which the income benefit is payable and any deferment or waiting period for that benefit (the aggregate of such periods being referred to in this rule 5.6 as the "Disability Period");
- (b) during the Disability Period the HP Member's Salary shall be deemed to be equal to the HP Member's Salary immediately before the Date of Disablement or such greater amount as may be determined by the Principal Employer;
- (c) the Principal Employer may waive the whole or any part of the contributions otherwise payable by the HP Member during the whole or any part of the Disability Period; and
- (d) the Principal Employer may deem the whole or any part of any contributions waived as provided in sub-paragraph (iii) above to have been paid by the HP Member.

5.7 Discretionary benefit

If, during payment of the income benefit under this rule 5, the Trustee determines that a payment under this rule 5.7 is appropriate and that to make such a payment would not, in the opinion of the Trustee, cause the Plan to be in breach of or to fail to comply with Superannuation Law, the Trustee with the approval of the Principal Employer may pay or apply from the Plan for or in respect of the HP Member, an amount or amounts not exceeding in the aggregate:

- (a) the minimum lump sum benefit (if any) which would have been payable from the Plan if the Member had voluntarily left Service in good health and without the consent or approval of the Employer on the date of such payment from the Plan; or
- (b) such greater amount (if any) as the Principal Employer may determine but not exceeding the amount determined by the Trustee (after obtaining the advice of an actuary) to be the Member's equitable share,

provided that unless otherwise agreed between the Trustee and the Principal Employer, any benefit which later becomes payable from the Plan in respect of the Member (other than the income benefit) will be adjusted in such manner and to such extent as the Trustee, after obtaining the advice of an actuary, considers appropriate and equitable to take account of any payments made pursuant to this rule 5.7.

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6 Total and Permanent Disablement benefit

6.1 TPD before Normal Retirement Date

Subject to rule 6.2, upon the Total and Permanent Disablement of a HP Member whilst in Service, before his Normal Retirement Date, there shall be payable a lump sum amount equal to:

- a) the HP Member's Retirement Credit less the balance of their Preserved Sub-Account; and
- b) for Members who are Post Conversion Date Members, the sum of:
 - (i) one (1) times the Member's Salary at the date of death; and
 - (ii) the Insured Percentage of the Post Conversion Date Member's Salary for each year and complete month from the date the Post Conversion Date Member becomes Totally and Permanently Disabled to the date the Post Conversion Date Member would have attained Normal Retirement Date plus any Additional Fixed Insurance,

provided that if part or all of the amount referred to this rule 6.1 is payable under a Policy of Insurance clause 5.1 of the Benefit Deed shall apply.

6.2 TPD underpin for Post Conversion Date Members

In the case of a Post Conversion Date Member, the benefit payable pursuant to rule 6.1 on Total and Permanent Disablement on or after age 55 years shall not be less than the lump sum benefit equal to the aggregate of the amounts referred to below based on the Member's Final Average Salary at the date of Date of Disablement:

- (a) 16.7% x the factor determined in accordance with in accordance with Table VI at rule 14.4 of this Schedule 1 of Final Average Salary for each year of Pensionable Service prior to 1 April 1990;
- (b) 15% of Final Average Salary for each year of Pensionable Service after31 March 1990 up to and including 31 October 2010;
- (c) the balance of the HP Member's Preserved Sub-Account;
- (d) the balance of the Additional Sub-Account; and
- (e) the balance of the HP Member's Member Account, excluding the balance of the HP Member's Pre Conversion Date Accounts.

7 Leaving Service benefits

7.1 Leaving Service benefit

(a) A HP Member who leaves Service prior to Normal Retirement Date and who is not entitled to a benefit under any other provision of this deed, is entitled to the Retirement Credit less the balance of their Preserved Sub-Account, subject to paragraph (b) or (c) below.

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- (b) If the HP Member is a Member who was a member of the Hewlett-Packard Australia Superannuation Plan immediately prior to 1 October 1996:
 - (i) and paragraph (c) of this rule does not apply to the Member, the benefit payable under this rule 7 may be increased by an amount determined in the discretion of the Trustee, but which does not exceed, the sum of:
 - (A) the maximum withdrawal benefit calculated pursuant to Table III (at rule 14.3 of this Schedule 1) at the date of leaving Service;
 - (B) the balance of the Additional Sub-Account; and
 - (C) the balance of the Member Account, excluding the balance of the HP Member's Pre Conversion Date Accounts.
- (c) If the Member is a Pre-Insertion Date Member (as advised to the Trustee by the Former Plum Fund Trustee) or, if the Member is any other category of Member and the Employer deems it appropriate to augment their benefit under this paragraph, and the Member leaves Service as a result of retrenchment by the Employer, the sum of:
 - the maximum withdrawal benefit calculated pursuant to Table III (at rule 14.3 of this Schedule 1) at the date of leaving Service:
 - (ii) the balance of the Additional Account;
 - (iii) the balance of the Member Account, excluding the balance of the HP Member's Pre Conversion Date Accounts.

8 Minimum benefits

If at any time the final benefit payment has been made in respect of any HP Member who last became a member of the Hewlett-Packard Australia Superannuation Plan prior to 1 April 1990 and the aggregate amount of all payments made in respect of that HP Member is less than:

- (a) in the case of such a HP Member who dies in Service before attaining his Normal Retirement Date, the aggregate of an amount equal to:
 - (i) twice the Member's Salary at the date of the Member's death; and
 - (ii) an amount equal to the amount which would have been payable in respect of such a HP Member in accordance with rule 7.1(a) of this Schedule 1 (excluding the provisions at 7.1(b) and (c)) assuming the Member had left Service on the date of the Member's death; or

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then the difference between the amounts stated in paragraph (a) or (b) above, whichever is applicable, and the aggregate amount of all payments already made, shall be payable.

9 Additional Accumulation Members

9.1 Further benefits

- (a) If an Additional Accumulation Member:
 - retires from Service and from all other Gainful Work on or after age 55;
 - (ii) dies while in Service;
 - (iii) becomes totally and permanently disabled while in Service; or
 - (iv) becomes entitled to a benefit after demonstrating extreme financial hardship and such benefit is allowed to be paid under Superannuation Law,

there shall be payable to or in respect of the Additional Accumulation Member from the Plan a lump sum benefit equal to the sum of:

- (v) the Member's Preserved Sub-Account Balance as at the date the Member leaves Service; and
- (vi) any proceeds of a Policy of Insurance payable in the event of death or Total and Permanent Disablement (as the case may be),

provided that, any part of the benefit payable which must be preserved in order to comply with the applicable requirements of Superannuation Law shall, unless transferred out of the Plan be retained in the Member's Preserved Sub-Account until the Deferral Date.

(b) If an Additional Accumulation Member leaves Service other than in the circumstances provided for in rule 9.1(a), unless they have transferred out of the Plan, a lump sum benefit shall become payable to or in respect of the Member on the Deferral Date equal to the Member's Preserved Sub-Account Balance as at the Deferral Date.

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9.2 Insurance and Fund expenses

- (a) The Trustee may (and will as directed by the Principal Employer, if permitted by Superannuation Law):
 - make debits or deductions in respect of some or all of Expenses, (if any) that are not otherwise paid by an Employer, on the basis of a common amount or percentage per Additional Accumulation Member; and
 - (ii) make special, higher debits or deductions for Expenses, (if any) that are not otherwise paid by an Employer, in respect of an Additional Accumulation Member's Preserved Sub-Account during and in respect of any period when that account is maintained after the Member has left Service.
- (b) Any deduction or debit for the purposes of this rule 9.2 may be made on an estimated basis, with appropriate subsequent adjustments to take account of any difference between estimated and actual amounts.

10 Additional Benefits

10.1 Interest at the Declared Interest Rate

Interest at the Declared Interest Rate shall continue to be allocated to each of the HP Member's Pre Conversion Date Accounts including, for the avoidance of doubt, to an Additional Accumulation Member's Preserved Sub-Account:

- (a) each 30 June (or such other date agreed between the Principal Employer and the Trustee from time to time);
- (b) the date at which any benefit becomes payable in respect of the HP Member: and
- (c) such other dates (if any) as the Trustee may consider appropriate, either generally or in any particular case.

10.2 Augmentation

The Trustee must augment a HP Member's benefit entitlement as requested by the Employer, except to the extent that an Employer does not pay any additional contributions which an actuary advises are necessary to ensure the stability of the Plan.

11 Payment of benefits

11.1 Children's benefits

(a) Upon any Child ceasing (whether by death or otherwise) to be a Child while there remains another Child or Children of that HP Member, the whole of the remaining balance of the income and capital in the relevant account shall continue to be available in like manner for payment or

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- application for the benefit of that remaining Child or those remaining Children.
- (b) Upon the sole or the last remaining Child of that HP Member ceasing (whether by death or otherwise) to be a Child, if any part of the income and capital in such account remains unexpended, it shall be available either for payment or application at the discretion of the Trustee for the benefit of such one or more of the then surviving former Children and the Dependants (if any) of the HP Member as the Trustee, in its discretion, may select or for the general purposes of the Plan.

11.2 Benefits at the direction of the Principal Employer

- (a) Subject to such terms and conditions as the Principal Employer may determine, the Principal Employer may direct the Trustee to pay or provide a benefit or other amount greater than would be provided but for such a direction and the Principal Employer may rescind or vary such a direction.
- (b) The Trustee will act on such a direction if permitted by Superannuation Law provided that, if and to the extent that, in the opinion of the Trustee (after obtaining the advice of an actuary), to act on such a direction would cause a deficiency in the Plan, before acting on such a direction or in the course of doing so, the Trustee may require an undertaking from the Employer that it will contribute to the Plan such additional amounts or rates of contribution and at such times as the Trustee will determine after obtaining the advice of an actuary.
- (c) If any undertaking required by the Trustee under paragraph (b) is not given or, having been given, is not fulfilled to the satisfaction of the Trustee, the Trustee may refuse to pay or provide (or to continue to pay or provide) the greater benefit or amount to which the undertaking relates.

12 Affiliate Company

12.1 Transfer to an Affiliate Company

If a HP Member is transferred in his employment to the parent company or to one of its subsidiaries ("Affiliate Company") and becomes a contributory member of any other superannuation arrangement instituted by that company or its subsidiaries, no amount shall be payable to the HP Member on his leaving Service unless the Principal Employer in its absolute discretion otherwise determines, and from the date of such transfer, contributions by that HP Member to the Plan shall cease and in the absence of the Principal Employer's exercise of the discretion, the provisions of this rule 12 will apply.

12.2 Benefits on transfer to an Affiliate Company

Subject to Superannuation Law, the Trustee will in its absolute discretion either:

- (a) pay to the trustees of any such superannuation arrangement for the benefit of that HP Member, an amount calculated by an actuary as being the HP Member's equitable share of the Plan at his date of transfer; or
- (b) retain the amount described in paragraph (a) above within the Plan and the benefit payable to the transferred HP Member on retirement at his Normal Retirement Date will be the amount determined by the Trustee acting on the advice of an actuary as having accrued to the date of transfer (assuming for this purpose of such determination that the Salary at the date of transfer continues unaltered until the HP Member's Normal Retirement Date). Should the Member cease to be in the service of the Affiliate Company prior to the Normal Retirement Date, the benefit described above will be appropriately reduced, as determined by an actuary and shall be payable with such modifications as are necessary in the circumstances.

12.3 Resumption of employment

If the HP Member resumes employment with the Employer in Australia, contributions by and in respect of that HP Member will recommence and that Member shall again be entitled to receive benefits in accordance with this Schedule 1 except that Service and Pensionable Service in respect of such HP Member shall be reduced by the period in respect of which no contributions were paid by or on the Member's behalf.

13 Retained Members

[Deleted

14 Rules for previous pension benefits

14.1 Rule 10(d)

This is the rule 10(d) in force immediately prior to the Insertion Date:

"10(d) if the Member is not survived by a Widow or a child and the Trustee determines not to pay a benefit under Rule 10(c), a cash sum calculated by multiplying the Member's Projected Retirement Pension by a Factor obtained from Table II appended to these Rules".

14.2 Table II

This is the Table II referred to in rule 14.1 of this Schedule 1:

Determination of cash sums payable on retirement or death after Normal Retirement Date

A cash sum to be paid for the purposes of rule 4.3 or rule 14.1 of this Schedule 1 shall in either case be determined by multiplying the relevant pension by a Factor determined from the schedule below according to the age of the HP Member at the date of determination or in the event of a deceased HP Member, the date of his death:

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Age of HP Member	Factor
50	13.19
51	13.01
52	12.83
53	12.65
54	12.47
55	12.29
56	12.08
57	11.86
58	11.65
59	11.43
60	11.22
61	10.98
62	10.73
63	10.49
64	10.24
65	10.00
66	9.73
67	9.47
68	9.20
69	8.93
70	8.67

If the age of the HP Member at the date of determination is within the range of the table and between integral ages and appropriate Factor shall be calculated by interpolation.

If the age of the HP Member is outside the range of the table, the appropriate Factor shall be that advised by an actuary.

14.3 Table III

Maximum withdrawal benefit

The maximum withdrawal benefit payable to a HP Member pursuant to the provisions of rule 7 of this Schedule 1 shall be calculated as the greater of:

(i) the amount determined according to the formula:

 $[(16.7\% \text{ x m}) + (15.0\% \text{ x n})] \text{ x FAS x } 0.943^{t}$

Where:

m is the years of Pensionable Service completed to the date of leaving Service or 1 April 1990 if earlier (in years and complete months);

n is the years of Pensionable Service after 1 April 1990 completed up to the earlier of the date of leaving Service and 31 October 2010 (in years and complete months);

FAS is the Final Average Salary at the date of leaving Service;

is the number of years and fractions of years between the date of leaving Service and Normal Retirement Date;

AND

(ii) the amount determined according to the formula:

 $A \times (2 + (E - 20) \times 0.025)$

Where:

- A is the sum of B, C and D as set out below;
- B is the return of employee contributions made prior to 1 March 1979 (including contributions to the Previous Fund) plus interest at 4% up to 1 July 1987 and at the Declared Interest Rate after 1 July 1987; plus;
- C is 5% of Salary at date of leaving for each year and complete day of Pensionable Service from 1 March 1979 to 30 June 1988; plus;
- D is 4.25% of Salary at date of leaving for each year and complete day of Pensionable Service since 1 July 1988 up to 31 October 2010; plus;
- is the age of the HP Member in complete years at the date he or she became a member of the Hewlett-Packard Australia Superannuation Plan or the Previous Fund.

14.4 Table VI

The pre-1990 accrual early retirement factor referred to in rules 3.2, 4.2, 4.4 and 6.2 of this Schedule 1 is as set out below:

Age of HP Member	Factor
50	1.319
51	1.301
52	1.283
53	1.265
54	1.247
55	1.229
56	1.208
57	1.186
58	1.165
59	1.143
60	1.122

61	1.098
62	1.073
63	1.049
64	1.024
65	1.000

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2 Schedule 2 Former EDS (Australia) Superannuation Fund division members

1 Definitions

1.1 Terms defined in this Schedule 2

In this Schedule 2, these terms have the following meanings:

Accumulation Member in the Former EDS Fund	A EDS Member whose benefit entitlements under the Former EDS Fund were governed by the Fifth Schedule, the Eighth Schedule, the Ninth Schedule or the Tenth Schedule of the trust deed of the Former EDS Fund at the relevant date.
Age Factor	In relation to an EDS Member means the factor (applied in complete years and complete months) set out in rule 7 of this Schedule 2, determined according to the Member's age at the date the benefit first becomes payable and for this purpose, up to age 65, shall be determined by adding to the relevant percentage factor an amount determined by applying the formula: $\frac{a}{12}xb$
	where:
	(i) "a" is the number of complete months since the Member's last birthday; and
	(ii) "b" is the difference between the percentage factor applying to the Member's age in years last birthday and the percentage factor which would have applied to the Member's age in years if the Member were 1 year older.
Annual Salary	The EDS Member's Salary expressed as an annual amount.
Bank Superannuation Benefits	With respect to a EDS Member who is for purposes of clause A3.2(d) of the Former EDS Fund deed, a Former OSF Division C Member or Former OSF Division E Member the preserved and unpreserved benefits in respect of the Member under the OSF Rules.
Child or Children	In respect of a Pensioner Member means a child, step- child, legally adopted child, foster child ward or ex-

nuptial child of the Pensioner Member, but does not include: (a) a person who first became the child, step-child, legally adopted child, foster child, ward or exnuptial child of the Pensioner Member when the Pensioner Member was aged over 60 years unless the person became the child, step-child, legally adopted child, foster child, ward or exnuptial child of the Pensioner Member not less than 3 years before the Pensioner Member's death; (b) a person who the Trustee determines was not dependent on the Pensioner Member at the date of the Pensioner Member's death; (c) a person who has attained the age of 16 years and is not receiving full-time education at a school, college or university; or a person who has attained the age of 25 years. (d) **Defined Benefit** An EDS Member: Member of the whose benefit entitlements were governed by the (a) Former EDS First Schedule, the Sixth Schedule, the Seventh Fund Schedule, the Twelfth Schedule or the Thirteenth Schedule of the trust deed of the Former EDS Fund at the relevant date; and (b) who was a "Defined Benefit Member of the Former EDS Fund" in the Former Plum Fund immediately before the Commencement Date, as advised to the Trustee by the Former Plum Fund Trustee, and who remains a Defined Benefit Member of the Former EDS Fund in the Plan. **Final Average** Means. Salary or FAS (a) in relation to a Former EDS Defined Benefit Member, a Former OSF Division C Member and a Former TSS Division 2 Member, the average of the annual Salary received during the three years immediately prior to ceasing to be in the employ of the Employer; and in relation to a Former OSF Division D Member (b) and a Former OSF Division E Member, the average of the annual Salary received during the two years immediately prior to ceasing to be in the employ of the Employer.

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Final Salary	In relation to an EDS Member who has attained Normal Retirement Date means the annual rate of Salary payable to the Member on the Member's Normal Retirement Date and in relation to any other Member means the annual rate of Salary payable to the Member on the last day on which the Member was an Employee.	
Former	An EDS Member:	
Accumulation Member	(a) who was an Accumulation Member in the Former EDS Fund; and	
	(b) who was a "Former Accumulation Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,	
	as advised to the Trustee by the Former Plum Fund Trustee, and who remains a Former Accumulation Member in the Plan.	
Former EDS	An EDS Member:	
Defined Benefit Member	(a) who was a member of the Former EDS Fund whose benefit entitlements were solely governed by the First Schedule to the trust deed of the Former EDS Fund; and	
	(b) who was a "Former EDS Defined Benefit Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,	
	as advised to the Trustee by the Former Plum Fund Trustee, and who remains a Former Accumulation Member in the Plan.	
Former EDS Fund	For the purpose this Schedule 2, the EDS (Australia) Superannuation Fund established by EDS (Australia) Pty Limited by a trust deed dated 16 October 1987 as amended from time to time.	
Former EDS	An EDS Member:	
Fund Member	(a) who was an Accumulation Member, Spouse Member, New Accumulation Member or EDS Retained Member of the Former EDS Fund immediately before 1 September 2009 and a Member who was a Defined Benefit Member of the Former EDS Fund immediately before 1 November 2009; and	

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	_	
	(b)	who was a "Former EDS Fund Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	Trust	dvised to the Trustee by the Former Plum Fund tee, and who remains a Former EDS Fund Member e Plan.
Former New	An E	DS Member who was:
Accumulation Member	(a)	a New Accumulation Member in the Former EDS Fund; and
	(b)	a "Former New Accumulation Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	Trus	dvised to the Trustee by the Former Plum Fund tee, and who remains a Former New Accumulation ber in the Plan.
Former OSF	A Fo	rmer Accumulation Member who:
Division C Member	(a)	immediately before becoming an Accumulation Member in the Former EDS Fund was a member of Division C of the OSF; and
	(b)	was a "Former OSF Division C Member" in Division 5 of the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	Trust	dvised to the Trustee by the Former Plum Fund tee, and who remains a Former OSF Division C ber in the Plan.
Former OSF	An E	DS Member who:
Division C Heritage Member	(a)	was an OSF Division C Heritage Member in the Former EDS Fund; and
	(b)	who was a "Former OSF Division C Member" in Division 14 of the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	Trust	dvised to the Trustee by the Former Plum Fund tee, and who remains a Former OSF Division C age Member in the Plan.

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Former OSF	An E	DS Member:
Division D Member	(a)	who was an OSF Division D Heritage Member in the Former EDS Fund; and
	(b)	who was a "Former OSF Division D Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	Trust	lvised to the Trustee by the Former Plum Fund ee, and who remains a Former OSF Division D ber in the Plan.
Former OSF	A For	mer Accumulation Member:
Division E Member	(a)	who immediately before becoming an Accumulation Member in the Former EDS Fund was a member of Division E of the OSF; and
	(b)	who was a "Former OSF Division E Member" in Division 5 of the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	Trust	lvised to the Trustee by the Former Plum Fund ee, and who remains a Former OSF Division E ber in the Plan.
Former OSF	An E	DS Member who:
Division E Heritage Member	(a)	was an OSF Division E Heritage Member in the Former EDS Fund; and
	(b)	who was a "Former OSF Division E Member" in Division 14 of the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	Trust	lvised to the Trustee by the Former Plum Fund ee, and who remains a Former OSF Division E age Member in the Plan.
Former OSF	An E	DS Member who:
Member	(a)	immediately before becoming a Former EDS Fund Member was a member of the OSF; and
	(b)	was a 'Former OSF Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,

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	as advised to the Trustee by the Former Plum Fund Trustee, and who remains a Former OSF Division D Member in the Plan.
Former TSS	An EDS Member who:
Division 2 Member	(a) was a TSS Division 2 Member in the Former EDS Fund; and
	(b) was a "Former TSS Division 2 Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	as advised to the Trustee by the Former Plum Fund Trustee and who remains a Former TSS Division 2 Member in the Plan.
Former WSSP	An EDS Member who:
Defined Benefit Member	(a) was a WSSP Defined Benefit Member in the Former EDS Fund; and
	(b) was a "Former WSSP Defined Benefit Member" in the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date,
	as advised to the Trustee by the Former Plum Fund Trustee and who remains a Former WSSP Defined Benefit Member in the Plan.
Full Time Equivalent FAS	The EDS Member's annualised Final Average Salary.
Human Resources Agreement	The Human Resources Agreement between the Commonwealth Bank of Australia and EDS (Australia) Pty Limited, dated on or about 26 September 1997.
Income Benefit	The proceeds payable on the Total Disablement of the Member under the terms of Policy of Insurance effected by the Trustee to provide:
	(a) in respect of a Former EDS Defined Benefit Member, a Former OSF Division C Heritage Member, a Former OSF Division D Member or a Former OSF Division E Heritage Member a monthly benefit payable after 180 days equal to the lower of:
	(i) 75% of the Member's Superannuation Salary at the date of disablement, reduced by any workers' compensation or similar sickness or accident benefits the Member

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(b)	receives and by any salary or other income for work that the Member carries out while in receipt of an Income Benefit; and (ii) 66.7% of the Member's Superannuation Salary at the date of disablement, for a period ending on the earliest of the Member's 65th birthday, the date the Member returns to work, the date of the Member's Total and Permanent Disablement or the date of the Member's death; and in respect of a Former TSS Division 2 Member, a monthly benefit payable after a 180 day waiting period equal to the lower of: (i) 75% of the Member's Superannuation
(b)	Salary at the date of disablement, for a period ending on the earliest of the Member's 65th birthday, the date the Member returns to work, the date of the Member's Total and Permanent Disablement or the date of the Member's death; and in respect of a Former TSS Division 2 Member, a monthly benefit payable after a 180 day waiting period equal to the lower of:
(b)	Member's 65th birthday, the date the Member returns to work, the date of the Member's Total and Permanent Disablement or the date of the Member's death; and in respect of a Former TSS Division 2 Member, a monthly benefit payable after a 180 day waiting period equal to the lower of:
(b)	monthly benefit payable after a 180 day waiting period equal to the lower of:
	(i) 75% of the Member's Superannuation
	Salary at the date of disablement, reduced by any workers' compensation or similar sickness or accident benefits the Member receives and by any salary or other income for work that the Member carries out while in receipt of an Income Benefit; and
	(ii) 66.7% of the Member's Superannuation Salary at the date of disablement,
	for a period ending on the earliest of two years from the date of the first monthly payment, the date the Member returns to work or the date of the Member's death.
Salary of to immodel i	respect of a Pensioner Member, means the amount the Member's Final Salary increased from 1 July mediately after the last day on which the Member is an Employee by a proportion of that amount, and ther increased from each subsequent 1 July by a proportion of the previously increased amount, the proportion being that (if any) by which the latest March increased Rumber exceeds the highest preceding arch Price Index Number, subject to the first entioned increase (if any) being reduced by a fraction that increase equal to the fraction of the year ending 30 June which had elapsed on the last day on which is Member was an Employee.
Index Number wei	e all groups consumer price index number for the ighted average of the 8 capital cities for the March arter as first officially published and as adjusted, ere necessary, to a common reference base, or if the

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	March Price Index Number ceases to exist or otherwise becomes unavailable, any other reasonably equivalent index agreed by the Trustee and the Principal Employer.	
Member Contributions Sub-Account	A sub-account of the Defined Benefit Member of the Former EDS Fund's Member Account established under clause 2.2(b) and credited with that part of the Transferred Benefit that relates to the Member's 'Member Contributions Account' in the Former Plum Fund.	
Normal Retirement Date	In relation to an EDS Member, the date on which the Member attains the age of sixty-five (65) years.	
OSF	The Officers' Superannuation Fund established under the Commonwealth Banks Act 1959 and governed from 19 July 1996 by the trust deed dated 11 July 1996, as amended.	
OSF Rules	The governing rules of the OSF as at the date the Human Resources Agreement was executed.	
Partial Disablement	Will have the same meaning as that phrase (or such like term) has from time to time in and for the purposes of the relevant Policy of Insurance and "Partially Disabled" shall have a corresponding meaning.	
Past Pension Multiple	In relation to an EDS Member means the multiple accrued by the Member in the Former EDS Fund immediately before 1 November 2009, as advised to the Trustee by the Former Plum Fund Trustee.	
Past Service Multiple	In relation to an EDS Member means the multiple accrued by the Member in the Former EDS Fund immediately before 1 November 2009, as advised to the Trustee by the Former Plum Fund Trustee.	
Pensioner	An EDS Member:	
Member	(a) who was an OSF Division B Heritage Member in the Former EDS Fund; and	
	(b) who, as a "Former OSF Division B Heritage Member" in Division 14 of the EDS (Australia) Superannuation Fund division of the Former Plum Fund, had elected to, and was, receiving a pension in accordance with Division 15 of the EDS (Australia) Superannuation Fund division of the Former Plum Fund immediately before the Commencement Date under the terms applicable to a "New Pensioner' in that Division 15,	

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	as advised to the Trustee by the Former Plum Fund Trustee, and who remains a Pensioner Member in the Plan.	
Resignation Date	The date that the Former OSF Member resigned from the Commonwealth Bank of Australia to become an Employee.	
Salary	In relation to an EDS Member means:	
	(a) the amount (if any) advised by the Principal Employer to the Trustee as the Member's Salary for any one or more purposes of this Schedule 2; or	
	(b) if no amount is advised pursuant to paragraph (a);	
	(i) the weekly, fortnightly, monthly or other periodic wages, salary, earnings or remuneration (normally excluding overtime and bonuses and allowances or other payments of a special or ex-gratia nature) paid to the Member and in the case of doubt or difference the amount thereof shall be as declared by the Principal Employer to be the Salary of a Member in any particular case or cases; or	
	(ii) any other amount required by the Human Resources Agreement.	
Service	In relation to an EDS Member means actual employment with the Employer calculated in years and complete months in respect of which the Member was in receipt of Salary but includes any period of absence from employment which the Trustee determines shall be included and any period during which the Member is Totally Disabled or Partially Disabled.	
Spouse	In respect of a Pensioner Member means a person who was legally married to the deceased Pensioner Member at the time of the Pensioner Member's death and who, at that time:	
	(a) was living with the Pensioner Member on a bona fide domestic basis; or	
	(b) was not living with the Pensioner Member on a bona fide domestic basis but who the Trustee	

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determines was substantially dependent on the deceased Pensioner Member at that time, but does not include a person who legally married the deceased Pensioner Member when the Pensioner Member was aged over 60 years unless: (c) the marriage took place not less than 5 years before the Pensioner Member's death; or (d) the marriage took place less than 5 years before the Pensioner's death but: the person had, for a continuous period that commenced before the Member became a Pensioner Member and not less than 3 years immediately before the Pensioner Member's death, lived with the Pensioner Member as the Pensioner Member's husband or wife on a bona fide domestic basis; or (ii) the person had, for a continuous period that commenced before the Member became a Pensioner Member but less than 3 years immediately before the Pensioner Member's death, lived with the Pensioner Member as the Pensioner Member's husband or wife on a bona fide domestic basis and who the Trustee determines was substantially dependent on the deceased Pensioner Member at that time. Superannuation The actual rate of Salary in respect of the EDS Member Salary as at the relevant date. In relation to a Former New Accumulation Member: Temporary Total has same meaning as that phrase (or such like (a) Disablement term) has for the time being and from time to time in and for the purposes of a Policy of Insurance; or (b) in the event of there being at the relevant time no Policy of Insurance it shall mean having been absent from employment through injury or illness for the period specified by the Trustee but not being a period of less than one month and in the opinion of the Trustee after consideration of medical evidence having become incapacitated to such an extent as to render the Former New Accumulation Member

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- for the time being incapable of performing the duties or attending to the work of the Former New Accumulation Member's own occupation, provided that,
- (c) where there is a Policy of Insurance held by the Trustee but not in respect of the Former New Accumulation Member concerned the Trustee may in the discretion of the Trustee adopt the definition contained in such Policy of Insurance in lieu of the foregoing definition and "Temporarily Totally Disabled" shall have a corresponding meaning.

Total and Permanent Disablement

In relation to an EDS Member shall have the same meaning as that phrase (or such like term) has for the time being and from time to time in and for the purposes of the Policy of Insurance or in the event that there is not being a Policy of Insurance at the relevant time it will have the following meaning:

- suffering the loss of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye; or
- (b) having been absent from employment through injury or illness for six consecutive months and in the opinion of the Trustee after consideration of medical evidence having become incapacitated to such an extent as to render him or her unlikely ever to be able to resume work or attend to any gainful profession or occupation for which he or she is reasonably suited having regard to the Member's education training or experience,

except that,

- (c) where there is a Policy of Insurance held by the Trustee but not in respect of the Member concerned the Trustee may, subject to Superannuation Law, adopt the definition contained in such policy in lieu of the foregoing definition and "Totally and Permanently Disabled" shall have a corresponding meaning; and
- (d) in the case of a Former WSSP Defined Benefit Member who was a member of the Westpac Staff Superannuation Plan as at 30 June 1992 it shall mean that in the opinion of the Trustee the

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WSSP	The superannuation fund known as the Westpac Staff Superannuation Scheme established by Westpac Banking Corporation by a trust deed dated 18 September 1981 as amended to 15 November 2001.
Vesting Factor	In relation to an EDS Member means the factor set out in rule 7.2 determined in according to the Member's completed Service at the date the benefit becomes payable.
TSS	The superannuation fund now known as the Telstra Superannuation Scheme established by the Australian Telecommunications Corporation by a trust deed dated 13 June 1990, as amended to 7 March 2001.
	provided that where there is a Policy of Insurance held by the Trustee but not in respect of the Member concerned the Trustee may, subject to Superannuation Law, adopt the definition contained in such policy or policies in lieu of the foregoing definition and "Totally Disabled" shall have a corresponding meaning.
	(b) in the event of there being at the relevant time no Policy of Insurance it will mean having been absent from employment through injury or illness for a period specified by the Trustee but not being a period of less than one month and in the opinion of the Trustee after consideration of medical evidence having become incapacitated to such an extent as to render the Member for the time being incapable of performing the duties or attending to the work for which he or she is reasonably suited by reason of the Member's education training or experience,
	(a) has same meaning as that phrase (or such like term) has for the time being and from time to time in and for the purposes of a Policy of Insurance; or
Total Disablement	In relation to an EDS Member (excluding a Former New Accumulation Member):
	Member is physically or mentally incapable of performing any suitable employment with the Employer.

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WSSP Rules	The trust deed and rules of the WSSP as amended
	to 15 November 2001.

2 Overriding provisions relating to benefits

- (a) The Principal Employer may agree with a Member to vary the conditions of a Member's membership of the Plan.
- (b) An agreement under this rule 2 must be evidenced in writing (in one or more documents) by the Principal Employer and the Employee or Member concerned in a form acceptable to the Principal Employer, and may be varied, replaced or revoked by a subsequent written agreement between the Principal Employer and the Employee or Member concerned or in the manner required as if the agreement was actually part of this Benefit Deed.
- (c) If there is a conflict between an agreement under this rule 2 as varied or replaced from time to time) and the Trust Deed, the Trust Deed prevails but (except where the agreement expressly provides otherwise), if there is a conflict between the agreement and any provision of the Rules, the agreement prevails.
- (d) The Principal Employer must provide a copy of each agreement (and any document which varies, replaces or revokes that agreement) to the Trustee and the Trustee must give effect to each agreement, as varied, replaced or revoked from time to time provided before giving effect to that agreement or in the course of doing so, the Trustee may require an undertaking from an Employer that it will contribute to the Plan additional amounts or rates of contribution and at such times as the Trustee determines after obtaining the advice of an actuary. If any undertaking required by the Trustee is not given or, having been given, is not fulfilled to the Trustee's satisfaction, the Trustee may refuse to give effect to, or to continue to give effect to, the agreement to which the undertaking relates.
- (e) The Trustee must augment an EDS Member's benefit entitlement as requested by the Employer, except to the extent that an Employer does not pay any additional contributions which an actuary advises are necessary to ensure the stability of the Plan.

3 Benefits for Former Accumulation Members

3.1 Retirement Benefit

A Former Accumulation Member who ceases to be an Employee is entitled to their Retirement Credit.

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3.2 Death benefit

On the death in Service of a Former Accumulation Member before their Normal Retirement Date the Trustee must pay a death benefit of the sum of.

- (a) the Member's Retirement Credit (excluding the proceeds of any Policy of Insurance attributable paragraphs (b) and (c) of this rule 3.2); and
- (b) the product of (i) and (ii) where:
 - (i) is the Former Accumulation Member's Annual Salary; and
 - is 11% (or such other percentage as the Employer, the Principal Employer and the Trustee may approve from time to time in any particular case or cases),
 - for each year between the date of death and the Former Accumulation Member's Normal Retirement Date (pro rata for complete months); and
- (c) in respect of a Former Accumulation Member who is a Former OSF Division C Member or a Former OSF Division E Member the difference subject to a minimum of zero (0), between the benefit that would have been payable under the OSF Rules had the Member died on the Resignation Date less the amount calculated under rule 3.2(b), as at 31 August 2009 provided that if the Member transferred none or only part of the Member's Bank Superannuation Benefits under Division C or E of the OSF Rules to the Former EDS Fund (as advised by the Former Plum Fund Trustee to the Trustee), the benefit otherwise payable under this rule 3.2(c) will be reduced by the amount of the Member's Bank Superannuation Benefits not transferred to the Former EDS Fund.

3.3 Total and Permanent Disablement Benefit

A Former Accumulation Member who ceases to be an Employee because of the Member's Total and Permanent Disablement is entitled to a lump sum benefit equal to the benefit which would have been payable pursuant to rule 3.2 as if the Former Accumulation Member had died on the date the Member became Totally and Permanently Disabled.

3.4 Total and Temporary Disablement

- (a) A Former Accumulation Member who becomes Totally Disabled while an Employee is entitled to an income benefit equal to:
 - (i) 66% of the Member's Annual Salary; or
 - (ii) such other percentage of the Member's Annual Salary as may be agreed from time to time between the Principal Employer, the Trustee and the insurer of the relevant Policy of Insurance,
 - provided that the income benefit payable when aggregated with such other periodic income benefits payable by his or her Employer, whether pursuant to any industrial award or agreement or at the discretion of the Employer, such other

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periodic income benefits payable under any Policy of Insurance or payable pursuant to any statute or ordinance whether by way of workers' compensation, social services or otherwise, does not exceed 75% of his or her Annual Salary on the date the Member is declared to be Totally Disabled, provided further that for the purposes of this rule the Member's Annual Salary will be increased each year as determined by the Trustee by the lesser of (A) and (B), where:

- (A) is five percent (5%) per annum compound; and
- (B) is the increase in the Consumer Price Index (All Groups) for the Eight Capital Cities published by the Australian Statistician.
- (b) If a Former Accumulation Member ceases to be Totally Disabled and returns to Service, his or her Total Disablement benefit will cease and the Member will continue to be a Member and the period during which he or she received a Total Disablement benefit will be included in the Member's membership period.
- (c) If a Former Accumulation Member returns to Service on a reduced time basis, the Trustee may consider such return to employment as the commencement of a period of rehabilitation and may continue to pay part or all of the Total Disablement benefit, as determined by the Trustee for such time as it considers appropriate, provided always that such Total Disablement benefit paid under this paragraph will either be secured by a like payment made under an Policy of Insurance or by additional contributions payable by the Employer whether in a lump sum or over a fixed period of years.

3.5 Partial Disablement

- (a) The Trustee will pay an income benefit to a Former Accumulation Member who becomes Partially Disabled in Service before his or her Normal Retirement Date in the circumstances as provided for under the Policy of Insurance and the income benefit shall be paid in such amounts and on such terms as set out in the Policy of Insurance.
- (b) If a Former Accumulation Member:
 - (i) ceases to be Partially Disabled; and
 - (ii) returns to Service;

his or her Partial Disablement benefit will cease and the Member will continue to be a Member and the period during which he or she received a Partial Disablement benefit will be included in the Member's membership period unless paragraph (c) below applies;

(c) Subject to paragraph (d) of this rule, if the Member returns to the Service of an Employer on a reduced time basis, the Trustee may consider such return to employment as the commencement of a period of rehabilitation

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- and may continue to pay part or all of the Partial Disablement benefit, as determined by the Trustee for such time as it considers appropriate.
- (d) A Partial Disablement benefit paid under rule 3.5(c) must either be secured by a like payment made under Policy of Insurance or by additional contributions payable by the Employer whether in a lump sum or over a fixed period.

3.6 Other rules relating to Total and Partial Disability benefits

If a Former Accumulation Member:

- (a) dies, then the Total Disablement benefits and Partial Disablement benefit will cease and a lump sum benefit shall be payable pursuant to rule 3.2 depending on the age of the Member at the date of death;
- (b) attains his Normal Retirement Date, then the Total Disablement benefit and Partial Disablement benefit will cease and a lump sum benefit shall be payable pursuant to rule 3.1;
- (c) is determined by the Trustee to be Totally and Permanently Disabled, the member may continue to receive a Total Disablement benefit or the Member may opt to receive a lump sum benefit pursuant to rule 3.3;
- (d) either:
 - (i) ceases to be Totally Disabled and is not Partially Disabled; or
 - (ii) ceases to be Partially Disabled and is not Totally Disabled,

and does not return to Service, and a benefit is not payable pursuant to any other provision of this rule, then the Total Disablement benefit or Partial Disablement benefit as applicable will cease and a lump sum benefit will be payable pursuant to rule 3.1.

3.7 Benefits subject to Policy of Insurance

For the avoidance of doubt, the benefits payable to or in respect of a Former Accumulation Member under rules 3.2, 3.3, 3.4 or 3.5 of this Schedule 2 are each required to be insured by the Trustee under a Policy of Insurance, and such benefits remain subject to clause 5.1 of this Benefit Deed and clause 3.2 of the Participation Deed.

4 Benefits for Former New Accumulation Members

4.1 Retirement Benefit

A Former New Accumulation Member who ceases to be an Employee is entitled to their Retirement Credit.

4.2 Death benefit

On the death in Service of a Former New Accumulation Member before their Normal Retirement Date the Trustee must pay as a death benefit the sum of.

- (a) the Member's Retirement Credit (excluding the proceeds of any Policy of Insurance attributable paragraph (b) of this rule 4.2); and
- (b) the product of (i) and (ii) where
 - is the Former New Accumulation Member's Annual Salary;
 and
 - ii) is 11% (or such other percentage as the Employer, the Principal Employer and the Trustee may approve from time to time in any particular case or cases),

for each year between the date of death and the Former New Accumulation Member's Normal Retirement Date (pro rata for complete months).

4.3 Total and Permanent Disablement Benefit

A Former New Accumulation Member who ceases to be an Employee because of the Member's Total and Permanent Disablement is entitled to the benefit which would have been payable pursuant to rule 4.2 as if the Former New Accumulation Member had died on the date the Member became Totally and Permanently Disabled.

4.4 Temporary Total Disablement Benefit

- (a) A Former New Accumulation Member who becomes Temporarily Totally Disabled while an Employee before his or her Normal Retirement Date is entitled to an income benefit equal to:
 - (i) 66% of the Former New Accumulation Member's Annual Salary; or
 - (ii) such other percentage of the Former New Accumulation Member's Annual Salary as may be agreed from time to time between the Principal Employer, the Trustee and the insurer of the relevant Policy of Insurance in any particular case
 - provided that the income benefit payable when aggregated with such other periodic income benefits payable by his or her Employer, whether pursuant to any industrial award or agreement or at the discretion of the Employer, such other periodic income benefits payable under any policy of insurance or payable pursuant to any statute or ordinance whether by way of workers' compensation, social services or otherwise, does not exceed 75% of his or her Annual Salary on the date the Former New Accumulation Member is declared to be Temporarily Totally Disabled.
- (b) A Former New Accumulation Member to whom this rule 4.4 applies will not be regarded as having left the employment of the Employer while he or she continues to be Temporarily Totally Disabled, unless otherwise agreed between the Trustee, the Principal Employer and the Former New Accumulation Member.

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- (c) The income benefit payable pursuant to rule 4.4 will continue to be payable until the first to occur of the following events:
 - in the opinion of the Trustee, the Former New Accumulation Member ceases to be Temporarily Totally Disabled, in which case rule 4.4(d) will apply;
 - (ii) the Former New Accumulation member dies, in which case the provisions of rule 4.4(e)(i) will apply;
 - (iii) the Former New Accumulation Member attains Normal Retirement Date, in which case rule 4.4(e)(ii) will apply; or
 - (iv) the benefit otherwise ceases to be paid in accordance with the provisions of the relevant Policy of Insurance, or if no such Policy of Insurance is in force, a total of 24 monthly payments of the income benefit have been paid to the Former New Accumulation Member pursuant to rule 4.4(a), in which case rule 4.4(d)(i) or (ii) will apply as applicable.
- (d) If a Former New Accumulation Member ceases to be Temporarily Totally Disabled and:
 - returns to Service Employer, the income benefit will cease and the Former New Accumulation Member will continue to be a Former New Accumulation Member; or
 - (ii) if the Former New Accumulation Member does not return to Service and he or she has not died, attained his or her Normal Retirement Date or in the opinion of the Trustee has not become Totally and Permanently Disabled, then the income benefit will cease and the Former New Accumulation Member will be paid a lump sum benefit in accordance with rule 4.1, provided that if the Former New Accumulation Member has received a lump sum benefit pursuant to rule 4.4(e)(iii) then no lump sum benefit will be payable pursuant to this rule.
- (e) If the Former New Accumulation Member:
 - (i) dies while in receipt of the income benefit in accordance with this rule 4.4, then the income benefit will cease and a lump sum benefit shall be payable pursuant to rule 4.2 provided that if the Former New Accumulation Member has received a lump sum benefit pursuant to rule 4.4(e)(iii)(B) then no lump sum benefit will be payable pursuant to this rule.
 - (ii) attains his or her Normal Retirement Date, then the income benefit will cease and the Former New Accumulation Member will be paid a lump sum benefit pursuant to rule 4.1 provided that if the Former New Accumulation Member has received a lump sum benefit pursuant to rule 4.4(e)(iii)(B) then no lump sum benefit shall be payable pursuant to this rule; or

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- (iii) is determined by the Trustee to be Totally and Permanently Disabled whilst in receipt of an income benefit in accordance with this rule 4.4, then the following provisions apply:
 - (A) the Former New Accumulation Member will continue to receive income benefit payments until the first to occur of the events referred to in rule 4.4(c);
- (B) in addition to the benefits payable under (A), the Former New Accumulation Member will also receive a lump sum benefit pursuant to rule 4.3; and
- (C) otherwise, the Former New Accumulation Member is not entitled to any other benefits from the Plan.

4.5 Partial Disablement

- (a) The Trustee will pay an income benefit to a Former New Accumulation Member who becomes Partially Disabled in Service before his or her Normal Retirement Date in the circumstances as provided for under the Policy of Insurance and the income benefit shall be paid in such amounts and on such terms as set out in the Policy of Insurance.
- (b) A Former New Accumulation Member to whom this rule 4.5 applies will not be regarded as having left the employment of the Employer while he or she continues to be Partially Disabled, unless otherwise agreed between the Trustee, the Principal Employer and the Former New Accumulation Member.
- (c) The income benefit payable pursuant this this rule 4.5 will continue to be payable until the first to occur of the following events:
 - (i) in the opinion of the Trustee, the Former New Accumulation Member ceases to be Partially Disabled, in which case:
 - (A) if the Member returns to Service of an Employer, the income benefit will cease and the Member will continue to be a Former New Accumulation Member; and
 - (B) if the Member does not return to the Service of an Employer and he or she has not died or in the opinion of the Trustee has not become Totally and Permanently Disabled or Temporarily Totally Disabled, then the Partial Disablement benefit will cease and the Former New Accumulation Member will be paid a lump sum benefit pursuant to rule 4.1; or;
 - the Former New Accumulation Member dies, in which case the income benefit will cease and a lump sum benefit shall be payable pursuant to rule 4.2; or
 - (iii) the Former New Accumulation Member attains his or her Normal Retirement Date, in which case the income benefit will

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- cease and the Former New Accumulation Member will be paid a lump sum benefit pursuant to rule 4.1.
- (iv) the benefit otherwise ceases to be paid in accordance with the provisions of the relevant Policy of Insurance in which case the provisions of rule 4.5(c)(i)(A) or (B) will apply as applicable.
- (d) If the Former New Accumulation Member is determined by the Trustee to be Totally and Permanently Disabled whilst in receipt of an income benefit in accordance with this rule, then the income benefit will cease and the Former New Accumulation Member will be paid a lump sum benefit pursuant to rule 4.3.

4.6 Benefits subject to Policy of Insurance

For the avoidance of doubt, the benefits payable to or in respect of a Former New Accumulation Member under rules 4.2, 4.3, 4.4 and 4.5 of this Schedule 2 are each required to be insured by the Trustee under a Policy of Insurance, and such benefits remain subject to clause 5.1 of this Benefit Deed and clause 3.2 of the Participation Deed.

5 Benefits for Defined Benefit Members of the Former EDS Fund

5.1 Retirement and Early Retirement Benefit

A Defined Benefit Member of the Former EDS Fund who ceases to be an Employee on or after age 55 is entitled to a lump sum benefit equal to:

- (a) For Former EDS Defined Benefit members, Former OSF Division D Members, Former OSF Division E Heritage Members and Former WSSP Defined Benefit Members, the sum of:
 - the Member's Retirement Credit (excluding the balance of their Member Contributions Sub-Account, if any); and
 - (ii) the greater of:
 - (A) the Member's Past Service Multiple x Member's Full Time Equivalent FAS x Member's Age Factor; and
 - (B) the amount payable under rule 5.5(a)(ii) and
- (b) for Former OSF Division C Heritage Members and Former TSS Division 2 Members, the sum of:
 - the Member's Retirement Credit (excluding the balance of their Member Contributions Sub-Account, if any); and
 - (ii) the Member's Past Service Multiple x Member's Full Time Equivalent FAS.

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5.2 Death Benefit

On the death of an Defined Benefit Member of the Former EDS Fund, the Trustee must pay a death benefit calculated as if the Member was entitled to a leaving service benefit under rule 5.5 on the date of death.

5.3 Total and Permanent Disablement Benefit

A Defined Benefit Member of the Former EDS Fund who ceases to be an Employee before their Normal Retirement Date because of the Member's Total and Permanent Disablement is entitled to a benefit calculated as if the EDS Member was entitled to a leaving service benefit under rule 5.5 on the date of ceasing to be an Employee.

5.4 Total and Temporary Disablement

A Defined Benefit Member of the Former EDS Fund for whom the Trustee has taken out a relevant insurance policy and who becomes Totally Disabled while in Service before their Normal Retirement Date is entitled to an Income Benefit, subject to the terms of the Policy of Insurance.

5.5 Leaving Service Benefit

A Defined Benefit Member of the Former EDS Fund who ceases to be an Employee and who is not entitled to a benefit under another provision of rule 5 is entitled to a lump sum benefit equal to:

- (a) For Former EDS Defined Benefit Members who are less than 45 years on the date of ceasing to be an Employee, the sum of:
 - (i) the Member's Retirement Credit (excluding the balance of their Member Contributions Sub-Account, if any); and
 - (ii) an amount equal to the Member's Member Contributions Sub-Account multiplied by (1 + the Member's Vesting Factor).
- (b) For Former EDS Defined Benefit Members who are 45 or more and less than 55 years on the date of ceasing to be an Employee, the sum of:
 - the Member's Retirement Credit (excluding the balance of the Member Contributions Sub-Account, if any); and
 - (ii) an amount equal to the Member's Member Contributions Sub-Account multiplied by (1 + the Member's Vesting Factor) increased by 10% of the difference between the amount calculated pursuant to rule 5.1(a)(ii), and the Member's Member Contributions Sub-Account multiplied by (1 + the Member's Vesting Factor) for each year that the Member's age exceeds 45;
- (c) For Former OSF Division D Members, Former OSF Division E Heritage Members and former WSSP Defined Benefit Members, the sum of:
 - the Member's Retirement Credit (excluding the balance of their Member Contributions Sub-Account, if any); and

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- (ii) the Member's Past Service Multiple x the Member's Full Time Equivalent FAS x the Member's Age Factor; and
- (d) For Former OSF Division C Heritage Members and Former TSS Division 2 Members, the sum of:
 - the Member's Retirement Credit (excluding the balance of their Member Contributions Sub-Account, if any); and
 - (ii) the Member's Past Service Multiple x the Member's Full Time Equivalent FAS.

6 Benefits for Pensioner Members

6.1 Lifetime pension

A Pensioner Member is entitled to be paid an indexed pension during his or her life.

The pension is ascertained by reference to the product of the Pensioner Member's Past Pension Multiple, the Member's Indexed Final Salary and the Member's Age Factor.

6.2 Spouse Pension

- (a) The Spouse of a deceased Pensioner Member will be paid a pension of 67% of the Pensioner Member's indexed pension.
- (b) Spouses pensions are payable for the life of the Spouse.

6.3 Multiple Spouses

- (a) If a deceased Pensioner Member is survived by more than one Spouse, the total amount of pension payable shall not exceed the amount specified under rule 6.2, but the Trustee may apportion the pension payable under rule 6.2 among the surviving Spouses, having regard to their respective needs and to such other matters as it considers relevant, including without limitation any notice in writing from the Pensioner Member received by the Trustee (or by the Former Plum Fund Trustee or trustee of the Former EDS Fund, as advised to the Trustee by the Former Plum Fund Trustee) before the Pensioner Member's death as to the manner in which the Pensioner Member desired such apportionment to be made.
- (b) An apportionment determined by the Trustee under 6.3(a) may be varied by the Trustee from time to time having regard to the respective needs of the surviving Spouses and to such other matters as the Trustee considers relevant.
- (c) Upon the death of one of the surviving Spouses, the pension payable to the remaining surviving Spouse, or available for allocation among the remaining surviving Spouses, will be the pension that was payable under rules 6.2 and 6.3 immediately before that death, less the pension that would have continued to be payable to the deceased Spouse under this

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6.4 Child allowances

After the death of a Pensioner Member, there will be payable to such persons as the Trustee directs:

- (a) while a pension is payable to the person, an addition to that pension of 11% of the Pensioner Member's indexed pension in respect of each Child of the Pensioner; and
- (b) at other times, for the benefit of the Child or Children of the Pensioner Member an allowance being the percentage of the Pensioner Member's indexed pension determined in accordance with the following table:

Number of Children	Percentage
1 Child	45%
2 Children	80%
3 Children	90%
4 or more Children	100%

6.5 Other pension conditions

The total amount payable under this rule 6 in respect of any Pensioner Member (whether by way of pension or allowance or both) must not at any time exceed the Pensioner Member's indexed pension and for this purpose every pension or child allowance will be adjusted downwards from time to time (and proportionately if more than one).

6.6 Terms of payment

- (a) Unless otherwise agreed between the Trustee and the Principal Employer, a pension or allowance payable under this rule 6 will be paid monthly in arrears and the monthly amount will be determined as one twelfth of the annual amount of the pension or allowance.
- (b) Pensions and allowances will be payable on such dates and in such manner as agreed from time to time between the Trustee and the Principal Employer.

6.7 Indexation

An increase in a pension or allowance payable to or in respect of a Pensioner Member will apply from the beginning of the monthly instalment period, which includes that day.

7 Factors

7.1 Age Factors

Former EDS Defined Benefit Members

Age (Yrs)	Factor
45 or less	0.85
46	0.86
47	0.87
48	0.88
49	0.89
50	0.90
51	0.91
52	0.92
53	0.93
54	0.94
55	0.95
56	0.96
57	0.97
58	0.98
59	0.99
60 or more	1.00

Former OSF Division D Members and Former OSF Division E Heritage Members

Age (Yrs)	Factor
45 or less	0.80
46	0.82
47	0.84
48	0.88
49	0.88
50	0.90
51	0.92
52	0.94
53	0.96
54	0.98
55 and over	1.00

Former WSSP Defined Benefit Members

Age (Yrs)	Factor
30	0.50
31	0.52
32	0.54
33	0.56
34	0.58
35	0.60
36	0.62
37	0.64
38	0.66
39	0.68
40	0.70
41	0.72
42	0.74
43	0.76
44	0.78
45	0.80
46	0.82
47	0.84
48	0.86
49	0.88
50	0.90
51	0.92
52	0.94
53	0.96
54	0.98
55 and over	1.00

Pensioner Members who were aged 50 years or more at 1 November 2009

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Age (Yrs)	Factor
55	0.75
56	0.78
57	0.81
58	0.84
59	0.87
60	0.90
61	0.92
62	0.94
63	0.96
64	0.98
65	1.00

7.2 Vesting Factor

Former EDS Defined Benefit Members

Completed Services (Yrs)	Vesting Factor
4 or less	0.00
5	0.25
6	0.30
7	0.35
8	0.40
9	0.45
10	0.50
11	0.55
12	0.60
13	0.65
14	0.70
15	0.75
16	0.80
17	0.85
18	0.90

19	0.95
20 and over	1.00

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3 Schedule 3 Former Category A Members in the Former Mercer Fund

1 Definitions

1.1 Terms defined in this Schedule 3

In this Schedule 3, these terms have the following meanings:

Annual Salary	The annual rate of Salary payable to a Category A Member which has been advised to the Trustee by the Employer (such advice is conclusive evidence of the amount of the Member's Annual Salary at the relevant date).
Category A1 Member	A Category A Member who was a 'Category A1 Member' in the Former Mercer Fund immediately before the Transfer Date and who is an Accumulation Member entitled to certain benefits under this Schedule 3.
Category A3 Member	A Category A Member who was a 'Category A3 Member' in the Former Mercer Fund immediately before the Transfer Date and who is entitled to benefits under this Schedule 3.
Category A4 Member	A Category A Member who was a 'Category A4 Member' in the Former Mercer Fund immediately before the Transfer Date and who is an Accumulation Member entitled to certain benefits under this Schedule 3.
Company Additional Sub- Account	A sub-account of the Category A Member's Member Account established under clause 2.2(c) and credited with that part of the Transferred Mercer Benefit that relates to the Category A Member's 'Company Additional Account' in the Former Mercer Fund.
Company Additional Sub- Account Balance	The value of the Category A Member's Company Additional Sub-Account at any particular time.
Company Sub- Account	A sub-account of the Category A Member's Member Account established under clause 2.2(c) and credited with that part of the Transferred Mercer Benefit that relates to the Category A Member's 'Company Account' in the Former Mercer Fund.
Company Sub- Account Balance	The value of the Category A Member's Company Sub-Account at any particular time.
Date of Disablement	The date a Category A Member is accepted (as the case may require) as being Totally and Permanently

	Disabled or Temporarily Totally Disabled under any Policy of Insurance under which the Trustee may have insured the Member or if there is no such Policy of Insurance or if no such date can be ascertained, such date as the Trustee in its discretion may determine.		
Declared Interest Rate	Such rate of interest (which may be positive or negative) as may be determined by the Trustee, after obtaining the advice of an actuary, in respect of any period as representing the earnings of the assets of the Plan from time to time excluding:		
	(a) any portion of the assets of the Plan that the Trustee has identified for the purpose of discharging the Plan's current pension liabilities as they fall due; and		
	(b) any specific investments held by the Trustee for a Member or class or group of Members.		
	Without limiting the generality of the foregoing, the Trustee may prospectively determine a Declared Interest Rate on an interim basis in respect of a particular period and for a particular purpose, and may subsequently and retrospectively determine a Declared Interest Rate on a final or declared basis in respect of that period and for that purpose.		
Disability Period	As defined in rule 5.3.		
Final Average Salary or FAS	The average of a Category A3 Member's highest Notional Salaries relating to any three consecutive Review Dates which occur within the 10 years immediately prior to the Member's Normal Retirement Date or date of earlier ceasing Service. However, if the Member ceases Service within 10 years of commencing Service the Annual Salary at the date of commencing Service is deemed to have applied at each preceding Review Date.		
Membership Period	The period of membership of the Plan, the Former Mercer Fund and the Former CSC Fund expressed in years (including complete months as a fraction of a year).		
Normal Retirement Date	The Category A Member's 65 th birthday.		
Notional Salary	Means:		

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	(a)	in respect of a Category A3 Member, for the purpose of determining contributions and benefits from the Plan, the Member's Annual Salary; and
	(b)	in respect of Category A1 Members or Category A4 Members, where this Schedule 3 applies, the Member's Annual Salary.
Plan Credit	1	Category A Member's Retirement Credit, less the ice of their Voluntary Contributions Sub-Account.
Retrenchment	In relation to a Category A3 Member means termination of employment with the Employer in respect of which the Member's Employer certifies to the Trustee in a form acceptable to the Trustee that:	
	(a)	such termination was for one or more of the following reasons, namely:
		(i) that the position occupied by the Member has ceased to exist;
		(ii) that the work for which the Member was engaged or which was subsequently allotted to the Member is finished or is about to finish;
		(iii) that the quantity of work which the Member is qualified or competent to perform has diminished; or
		(iv) that the work or affairs or staff of the Employer have been reorganised or re- arranged for business policy reasons,
		or such other reasons as that Employer considers constitute Retrenchment, and not being a result of the Member's incompetence or misconduct or failure to achieve standards of performance or conduct satisfactory to the Employer in relation to the tasks allotted to the Member or otherwise; and
	(b)	the Member was not offered an alternative position with an Employer or with any other person which the Member's Employer considers to be reasonably comparable (though not necessarily equivalent) to the position which the Member last held before ceasing employment.
Review Date	Means the date which is the 'Review Date' for a particular Category A Member, as advised to the Trustee by the Former Mercer Fund Trustee, or such	

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	other date as the Trustee may from time to time nominate in relation to either the Plan or a particular Member.		
Review Period	A period commencing on a Review Date and ceasing immediately prior to the next Review Date.		
Salary	Mea	ns,	
	(a)	in re	spect of a Category A3 Member either:
		(i)	the remuneration (whether described as salary or wages or otherwise) at which the Member is employed by the Employer and includes fees paid to a director in respect of his or her directorship but does not include any overtime or special grant or allowance for residence travelling or otherwise; or
		(ii)	such amount as is for the purposes of the Plan agreed upon between the Member and the Employer, and
	(b) in respect of a Category A1 Member and Category A4 Member, either:		
		(i)	the remuneration (whether described as salary or wages or otherwise) at which the Member is employed by the Employer and includes fees paid to a director in respect of his or her directorship but does not include any overtime or special grant or allowance for residence travelling or otherwise; or
		(ii)	such amount as has been for the purposes of any one or more particular provision of these Rules advised to the Trustee by the Employer (such advice is conclusive evidence of the amount of the Member's Salary at the relevant date for the purposes of the particular provision of these Rules),
	be a Sche parti	and for the avoidance of doubt a Member's Salary may be an amount for any one particular provision of this Schedule 3 and a different amount for any other particular provision of this Schedule 3.	
Service	Means continuous service with an Employer and for the purposes of this definition a Category A Member's service does not cease to be continuous by reason only of:		

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	(a)		nsfer from the service of one Employer to the ce of another of those Employers; or	
	(b)		the Member's temporary absence from the service of the Employer:	
		(i)	while the Member is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or	
		(ii)	in any other circumstances which for the purposes of the Plan the Principal Employer regards as not resulting in a break in the continuity of the Member's service; or	
		(iii)	while in receipt of income by way of an disability Insured Benefit.	
Temporary Total Disablement	1 -		Superannuation Law, in respect of a	
Disablement		•	Member, means:	
	(a) if there is a relevant Policy of Insurance in force – means disablement which the insurer determines qualifies as temporary disablement under that policy; or			
	(b)	(b) if there is no relevant policy of insurance in force – means disablement (not amounting to Total and Permanent Disablement) of a Member resulting from an illness or injury which commences or occurs before Normal Retirement Date and as a result of which:		
		(i)	the Member has been continuously absent from active employment for three months (or any lesser period agreed between the Principal Employer and the Trustee); and	
		(ii)	the Trustee determines (after considering any medical or other evidence the Trustee requires) the Member is unable to resume work in the Member's former occupation,	
	1		oorarily Disabled" shall have a ding meaning.	
Total and Permanent			Superannuation Law, in respect of a Member, means:	
Disablement	(a)		re is a relevant Policy of Insurance in force – ns disablement which the insurer determines	

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		qualifies as permanent disablement under that policy; or	
	(b)	if there is no relevant policy of insurance in force – means disablement due to an illness or injury as a result of which:	
		(i) the Member has been continuously absent from active employment for six months (or any lesser period agreed between the Principal Employer and the Trustee); and	
		(ii) the Trustee determines (after considering any medical or other evidence the Trustee requires) the Member is sufficiently incapacitated to be unlikely ever to engage in any gainful employment for which the Member is reasonably qualified by education, training or experience,	
	I	Totally and Permanently Disabled" shall have a sponding meaning.	
Voluntary Contribution Sub-Account	A sub-account of the Category A Member's Member Account established under clause 2.2(c) and credited with:		
	(a) that part of the Transferred Mercer Benefit that relates to the Category A Member's 'Voluntary Contribution Account' in the Former Mercer Fund; and		
	(b)	any contributions made by the Member under rule 2.1(c) of this Schedule 3; and	
	(c)	any contributions made by the Spouse of the Member or any government co-contribution made for the credit of the Member as the Trustee permits under clause 10.3 of the Trust Deed.	
Voluntary Contribution Sub-Account Balance	The value of the Category A Member's Voluntary Contribution Sub-Account at any particular time.		
Years of Membership	Means, in respect of a Category A1 Member and a Category A3 Member:		
	(a)	if the Member became a member of the Former CSC Fund, the Former Mercer Fund or the Plan within 2 months of commencing Service, the period (counted in complete years and fractions of a year but only complete months count towards	

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		fractions of a year) from the date the Member commenced Service up to and including the Normal Retirement Date; or
	(b)	if the Member did not become a member of the Former CSC Fund, the Former Mercer Fund or the Plan within 2 months of commencing Service, the period (counted in complete years and fractions of a year but only complete months count towards fractions of a year) from the date contributions were first made to the Former CSC Fund, the Former Mercer Fund or the Plan by or in respect of the Member up to and including the Normal Retirement Date,
	howe	ever,
	(c)	the maximum number of Years of Membership is 42 years; and
	(d)	on or about the time when the Member joined the Former Mercer Fund or the Plan, the Principal Employer may have specified another date as being the date from which the Member's Years of Membership are to be measured, in which case, the Member's Years of Membership are to apply based on that date.
Years of Participation	That part, measured in complete years, of the Category A Member's Years of Membership falling prior to the date of his or her ceasing Service.	

2 Member contributions

2.1 Contributions

- (a) Category A3 Members are required to contribute to the Plan at the rate of 5% of the Member's Notional Salary in respect of each Review Period at the commencement of that period.
- (b) Category A1 Members are not required to contribute to the Plan.
- (c) Subject to (d) below, Category A Members may make voluntary contributions at any time.
- (d) Category A4 Members may not contribute to the Plan.
- (e) There is no requirement for a Category A Member to contribute to the Plan during any period that the Member is Temporary Totally Disabled.
- (f) A Category A Member's period of absence from active Employment must not be included for the purpose of calculating contributions by or in

page 69 Benefit Deed respect of the Member unless the employer determines generally or in any particular case or as agreed otherwise by the Member, the Employer and the Trustee.

3 Retirement benefits

3.1 Benefits on Normal Retirement Date

Category A3 Members who retire from Service on their Normal Retirement Date are entitled to a pension benefit calculated by multiplying the Member's FAS by a percentage determined as follows:

(a) for a Member who joined the Former CSC Fund prior to 1 September 1978:

Age in years on I	becoming a Member C Fund	%
Males	Females	
Less than 35	Less than 30	As for (b) below
35 to 40	30 to 35	50%
41	36	48 ¹ / ₃ %
42	37	46-3%
43	38	45%
44	39	43 ¹ / ₃ %
45	40	41 3 %
More than 45	More than 40	Agreed between the Employer and the Member and advised to the Trustee

(b) for a Member who joined the Former CSC Fund on or after 1 September 1978, 1 $\frac{2}{3}$ % for each Year of Membership,

however, the Employer, in its absolute discretion, can determine a larger percentage but not greater than 70% and if requested by a Member prior to his or her first pension payment, the Trustee must commute part or all of the pension to a lump sum and pay the Member a lump sum benefit equal to the greater of:

- (i) the capital value of the percentage of the pension to be commuted, with such capital value to be determined by the Trustee after obtaining advice from an actuary; and
- (ii) the percentage of the pension to be commuted multiplied by the Member's Plan Credit.

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3.2 Benefits after Normal Retirement Date

Category A3 Members who retire from Service after their Normal Retirement Date are entitled a to a benefit which is the sum of:

- (a) a lump sum in accordance with rule 3.1 and the Member's request for commutation;
- (b) the amount of the contributions (if any) to the Plan or the Former Mercer Fund by and in respect of the Member after the Normal Retirement Date (other than contributions reflected in the Member's Voluntary Contribution Sub-Account Balance); and
- (c) compound interest at the Declared Interest Rate on the total of the amounts in (i) and (ii) for the period of months and complete days from the Member's Normal Retirement Date to the date of ceasing Service.

3.3 Early retirement benefits

- (a) A Category A3 Member who ceases to be in Service within 10 years prior to their Normal Retirement Date is entitled to a pension benefit, calculated by multiplying the amount under rule 3.1(a) by the proportion which the Years of Membership to the date of ceasing Service bears to the Years of Membership to their Normal Retirement Date, at the date the Member ceases Service.
- (b) The amount if pension benefit calculated under rule 3.3(a) is discounted as follows:
 - (i) If the Member is a female and joined the Former CSC Fund prior to 1 September 1986 and retires before her 60th birthday, by ¹/₄₀₀ for each complete month by which her Service ceases before her 60th birthday;
 - (ii) If the Member is a female Member who joined the Former CSC Fund on or after 1 September 1986 and for all male Members, by ¹/₄₀₀ for each complete month by which the Member's Service ceases before the Member's Normal Retirement Date.
- (c) If requested by a Category A3 Member prior to the Member's first pension payment, the Trustee must commute part or all of the pension benefit to a lump sum and pay a lump sum benefit equal to the greater of:
 - (i) the capital value of the percentage of the pension to be commuted, such capital value to be determined by the Trustee after obtaining advice from an actuary provided that, in determining the capital value of the relevant percentage of the pension, the capital value is determined by reference to the amount of the pension benefit calculated in accordance with this rule but not discounted; and

page 71 Benefit Deed (ii) the percentage of the pension to be commuted multiplied by the Member's Plan Credit.

3.4 Retrenchment benefit

If a Category A3 Member ceases Service upon Retrenchment prior to age 55, the benefit payable is the greater of:

(a) a lump sum calculated in accordance with the following formula:

 $16^2/_3\%$ x Years of Membership x FAS x (1-D)

where D is the discount factor calculated as follows:

D = 3% multiplied by the number of years (including fractions of a year being complete months) from the date the Member ceased Service to the date of the Member's 55th birthday

and,

(b) a lump sum calculated in accordance with rule 7 of this Schedule 3.

4 Death benefits

4.1 Death in Service before Normal Retirement Date

- (a) If a Category A1 Member or Category A4 Member dies in Service prior to their Normal Retirement Date, a lump sum is payable as a death benefit equal to the sum of:
 - (i) the Member's Plan Credit; and
 - (ii) the Member's Insured Benefit,

however,

- (A) the sum of paragraphs (i) and (ii) must not in relation to a Member who was a member of the Former CSC Fund be less than 1.75 times the Member's Notional Salary less any amount or amounts paid from the Member's Plan Credit to the Member or to another person or transferred from the Member's Plan Credit to another Superannuation Entity in respect of the Member or another person; or
- (B) where a Category A1 Member who was a member of the Former CSC Fund makes an election for this sub-rule (B) to apply instead in a manner and form prescribed by the Trustee (or made such an election to the Former Mercer Fund Trustee, as advised to the Trustee by the Former Mercer Fund Trustee), the Category A1 Member's Insured Benefit in rule 4.1(a)(ii) must not be less than 1.75 times the Member's Notional Salary less any amount or amounts paid from the Member's Plan Credit to the Member or to another

person or transferred from the Member's Plan Credit to another Superannuation Entity in respect of the Member or another person. If a Category A1 Member makes or has made this election, this sub-rule (B) will be taken to have applied to the member on and from 1 October 2002. The Member does not make an election, then sub-rule (A) will continue to apply to the Member..

- (b) If a Category A3 Member dies in Service prior to their Normal Retirement Date, a lump sum is payable as a death benefit equal to the greater of (i) and (ii), where:
 - (i) is the total of the Member's Plan Credit plus 17.5% of Notional Salary at the date of death for each year, including fractions of a year being complete months, that the Member's age at the date of death is less than the Normal Retirement Date.

 However this amount must not be less than 1.75 times the Member's Notional Salary less any amount or amounts paid from the Member's Plan Credit to the Member or to another person or transferred from the Member's Plan Credit to another Superannuation Entity in respect of the Member or another person; and
 - (ii) is the Member's Notional Salary at the date of death multiplied by the factor determined below according to the Member's age when the Member joined the Former CSC Fund:
 - (A) in the case of a Member who joined the Former CSC Fund prior to his or her 36th birthday – the factor is equal to 17.5% multiplied by the number of years (including fractions of a year being complete months) from the date the Member joined the Former CSC Fund to his or her Normal Retirement Date:
 - (B) in the case of a Member who joined the Former CSC Fund on or after his or her 36th birthday but prior to his or her 50th birthday and who dies prior to his or her 50th birthday – the factor is equal to 5; or
 - (C) in the case of a Member who joined the Former CSC Fund on or after his or her 36th birthday but prior to his or her 50th birthday and who dies on or after his or her 50th birthday – the factor is equal to the greater of:
 - (1) 17.5% multiplied by the number of years (including fractions of a year being complete months) from the date the Member joined the Former CSC Fund to his or her Normal Retirement Date; and
 - (2) 500% minus 17.5% for each year (including fractions of a year being complete months) from his or her 50th

page 73 Benefit Deed birthday to the last Review Date falling on or immediately preceding the date of death; or

(D) in the case of a Member who joined the Former CSC Fund on or after his or her 50th birthday – the factor is equal to 17.5% multiplied by the number of years (including fractions of a year being complete months) from the date the Member joined the Former CSC Fund to his or her Normal Retirement Date,

less any amount or amounts paid from the Member's Plan Credit to the Member or to another person or transferred from the Member's Plan Credit to another Superannuation Entity in respect of the Member or another person.

4.2 Death in Service on or after Normal Retirement Date

If a Category A3 Member dies while in Service on or after their Normal Retirement Date, a benefit payable as a death benefit which is equal to the amount determined under rule 3.2 as if the Member had ceased Service at the date of his or her death.

5 Disablement benefits

5.1 Total and Permanent Disability

If a Category A Member becomes Totally and Permanently Disabled prior to their Normal Retirement Date, the benefit payable is equal to the amount determined under rule 4.1 as if the Member had died on the Date of Disablement, except that in relation to a Category A1 Member, the minimum specified in rule 4.1(a)(ii)(A) does not apply.

However, where a Category A1 Member who was a member for the Former CSC Fund has elected for rule 4.1(a)(ii)(B) to apply, the minimum specified in that rule will apply to their Total and Permanent Disablement Benefit.

5.2 Temporary Total Disablement

Category A3 Members who become Temporarily Disabled are eligible to receive an Insured Benefit, subject to the terms of the Policy of Insurance.

5.3 Terms related to Temporary Total Disablement

- (a) If a Category A3 Member who is eligible for a Temporary Total Disablement benefit becomes Totally Disabled while in the employ of a relevant Employer, regardless of whether the Member has ceased or continues to be in the employ of the Employer or is temporarily absent from the employee of the Employer for the purposes of the whole or any particular provision of the Rules, the Principal Employer may agree with the Trustee to:
 - deem the Member to remain or have remained in the employ of the Employer as a Member during the whole or any part of

- the period during which the Member is entitled to the income benefit, including any waiting period (the 'Disability Period');
- (ii) deem the Member's Salary to continue or have continued during the whole or any part of the Disability Period or to be or have been of such other amount or determined in such other manner as the Principal Employer and the Trustee approve; or
- (iii) waive the whole or any part of the contributions otherwise payable by the Member during the whole or any part of the Disability Period or deem the whole or any part of any waived contributions to have been paid by the Member.
- (b) If and for so long as the Member is so deemed by agreement of the Principal Employer and the Trustee to remain in the employ of the Employer, no benefit will become payable to or in respect of the Member under any other provision of the Rules otherwise than as provided for in this rule.
- (c) If when the Member ceases to be in the employ of the Employer (or, in the case of a Member who is deemed to remain in the employ of the Employer after actually leaving such employment, when the Member ceases to deemed to be so employed) the Member actually rejoins or ceases to be absent from the employ of the Employer, the Member's employment and membership of the Plan shall continue and the Rules will continue to apply to and in respect of the Member.
- (d) If when the Member ceased to be in the employ of the Employer (or, in the case of a Member who is deemed to remain in the employ of the Employer after actually leaving such employment, when the Member ceases to be deemed to be so employed) the Member does not actually rejoin or cease to be absent from the employ of the Employer, there shall be payable to or in respect of the Member from the Plan the benefit determined in accordance with the relevant other provisions of this Benefit Deed on the date as at which the Member ceased to be (or ceased to be deemed to be) so employed.
- (e) If during the period when a Member is or is deemed to be in the employ of the Employer the Trustee determines that a payment under this subrule (e) is appropriate and that to make such a payment would not, in the opinion of the Trustee, cause the Plan to be in breach of or to fail to comply with the Superannuation Law, the Trustee, by agreement with the Principal Employer, may pay or apply from the Plan for or in respect of the Member an amount or amounts not exceeding in the aggregate:
 - (i) the minimum lump sum benefit (if any) which would have been payable from the Plan if the Member had voluntarily left the employ of the Employer in good health and without the consent or the approval of the Employer on the date of such payment from the Plan; or

page 75 Benefit Deed (ii) the amount determined by the Trustee (after obtaining the advice of an actuary) to be the Member's equitable share of the Plan,

provided that, unless otherwise agreed between the Trustee and the Principal Employer, any benefit which later becomes payable from the Plan in respect of the Member shall be adjusted in such manner and to such extent as the Trustee, after obtaining the advice of an actuary to considers appropriate and equitable to take account of any payments made pursuant to this sub-rule (e) .

6 Minimum benefits in respect of certain members

6.1 Continuum Superannuation Fund members

If a Category A Member who was a member of the Former CSC Fund and who had benefit entitlements in the Continuum Superannuation Fund transferred to the Former CSC Fund at 1 June 1997 (and then subsequently transferred to the Former Mercer Fund and then to the Plan) dies or becomes Totally and Permanently Disabled, the benefit payable is not less than such benefit as would have been paid in respect of the Member's death or total and permanent disablement under the governing rules of the Continuum Superannuation Fund, as advised to the Trustee by the Former Mercer Fund Trustee, provided that if part or all of the amount referred to in this rule is payable under a Policy of Insurance clause 5.1 shall apply.

6.2 Colonial Select Superannuation Plan members

If a Category A Member who was a member of the Former CSC Fund who had benefit entitlements in the Colonial Select Superannuation Plan as an employee of MYND Asia Pacific Pty Ltd. transferred to the Former CSC Fund at 1 March 2000 (and then subsequently transferred to the Former Mercer Fund and then to the Plan) dies or becomes Totally and Permanently Disabled, the benefit payable shall not be less than such benefit as would have been paid in respect of the Member's death or Total and Permanent Disablement (as appropriate) immediately prior to 1 March 2001 under the governing rules of the Colonial Select Superannuation Fund, as advised to the Trustee by the Former Mercer Fund Trustee, provided that if part or all of the amount referred to in this rule is payable under a Policy of Insurance clause 5.1 shall apply.

7 Withdrawal benefits

7.1 Withdrawal before Normal Retirement Date

If a Category A Member ceases Service prior to their Normal Retirement Date, other than by reason of death, Total and Permanent Disablement or early retirement, or in the case of a Category A3 Member Retrenchment (where a benefit is payable under rule 3.4), the benefit payable is the aggregate of:

- (a) the Member's Plan Credit, less their Company Additional Sub-Account Balance; and
- (b) a portion of the Member's Company Additional Sub-Account Balance (if any), determined by applying the percentage, as set out below, of the Member's Years of Participation in excess of 4, with a maximum of 10 years to count, to that account:

Number of Years of Participation	Percentage
0 to 4	0%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10 and over	100%

8 Other terms relating to membership and benefits

8.1 Transfer of categories of membership

A Category A3 Member can at any time apply to the Trustee to become a Category A1 Member. If the Trustee accepts the Member's application to transfer membership categories, the Trustee will, as soon as practicable, advise the Member accordingly, and any terms and conditions attaching to the transfer.

8.2 Voluntary Contribution Sub-Account

The balance of a Category A Member's Voluntary Contribution Sub-Account is payable as an additional lump sum upon any benefit becoming payable to or in respect of that Member under this Schedule 3, except that the balance of that Sub-Account is not payable as an additional sum:

- (a) upon the Temporary Total Disablement of the Member; or
- (b) where it has already been paid or is already payable to or in respect of the Member as part of that Member's Retirement Credit.

8.3 Augmentation

Subject to Superannuation Law, the Trustee must augment a person's benefit entitlement as requested by the Principal Employer except to the extent that an Employer does not pay any additional contributions which an actuary advises are necessary to ensure the stability of that Plan.

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8.4 Employment other than full-time and permanent

Any benefits based on salary which apply to a Member whose Employment is not full-time and permanent must be:

- (a) calculated using the Salary the Employer advises the Trustee an equivalent full-time permanent employee would be likely to earn; but
- (b) reduced in the proportion that the number of part-time hours the Member usually works bears to the number of hours the Employer considers an equivalent full-time employee would work,

unless expressly provided otherwise in this Schedule 3.

8.5 Changes to Employment

Unless as otherwise provided in this Schedule 3, the benefit entitlement of a Member whose Employment status changes, for example, from full-time, part-time, casual, temporary, contractor or permanent or any combination) to full-time, part-time, casual, temporary, contractor or permanent (or any combination) must be based on the benefits applicable to the Member's new Employment status, but adjusted, as the Trustee considers appropriate, to take account of entitlements accrued before the change in Employment status, unless otherwise agreed between the Member, the Trustee and the Principal Employer.

A change in the proportion of a full-time week worked to another proportion of a full-time week must be treated as a change in Employment status for the purpose of this rule.

8.6 Transfer from one Employer to another

Unless the Principal Employer and the Trustee agree otherwise:

- (a) a transfer of Employment from one Employer to another must not be regarded as a cessation of Employment for the purpose of this Schedule 3: and
- (b) no benefit will be payable when a Member transfers from one Employer to another.

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4 Schedule 4 Former Category B1 Members in the Former Mercer Fund

1 Definitions

1.1 Terms defined in this Schedule 4

In this Schedule 4, these terms have the following meanings:

Converted Amount	Such amount of a Category B1 Member's Salary as is paid to the Member in lieu of bonuses and commissions and other incentive payments pursuant to an agreement between the Member and the Employer with effect from 1 July 2001.	
CPI	The Consumer Price Index for the weighted average of the 8 capital cities for all groups (or, if that index ceases to be published, such other index as the Trustee may in its absolute discretion determine from time to time to be appropriate).	
Declared Interest Rate	Such rate of interest (which may be positive or negative) as may be determined by the Trustee, after obtaining the advice of an actuary, in respect of any period as representing the earnings of the assets of the Plan from time to time excluding:	
	(a) any portion of the assets of the Plan that the Trustee has identified for the purpose of discharging the Plan's current pension liabilities as they fall due; and	
	(b) any specific investments held by the Trustee for a Member or class or group of Members.	
	Without limiting the generality of the foregoing, the Trustee may prospectively determine a Declared Interest Rate on an interim basis in respect of a particular period and for a particular purpose, and may subsequently and retrospectively determine a Declared Interest Rate on a final or declared basis in respect of that period and for that purpose.	
Disability Period	As defined in rule 5.4.	
Early Retirement Date	The Category B1 Member's 55 th birthday.	
Equivalent Full- Time Salary	Means in relation to a Category B1 Member: (a) in respect of any period of Full-Time Service, the Member's Salary; and	

F	amount equal to the S determines would have	od of Part-Time Service, an Salary which the Employer we applied had the Member Service during that period.		
	the Category B1 Member's age at the date of termination of the Member's employment, interpolating between the factors for whole years for any additional complete months of age at that date.			
	Exact age of Category B1 Member at date of termination of employment (years)	Factor		
	40 or less	0.700		
	41	0.720		
	42	0.740		
	43	0.760		
	44	0.780		
	45	0.800		
	46	0.820		
	47	0.840		
	48	0.860		
	49	0.880		
	50	0.900		
	51	0.920		
	52	0.940		
	53	0.960		
	54	0.980		
	55 or over	1.000		
FAS post	Has the same meaning as F	Final Average Salary.		
FAS pre	Means Final Average Salar a Category B1 Member's Sa Converted Amount.			
Final Average Salary or FAS	For the calculation of a bend Equivalent Full-Time Salary during the last 3 years (or the immediately prior to his or h	of a Category B1 Member ne actual period, if less)		

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but not exceeding the maximum amount which the Employer shall from time to time fix for the purposes of this Schedule 4.
Has the meaning given to it under SIS.
That part of the Membership Period which is not determined by the Employer to be Part-Time Service.
Full-Time Service on and after 1 July 2001.
Full-Time Service before 1 July 2001.
The temporary absence of a Category B1 Member from his or her or her employment for any reason including but not limited to sickness, injury, Maternity Leave, Paternity Leave, unsupported Employer study leave or as a result of the complete or partial but in either case temporary closing down of the business of the Employer, in each case with the approval of the Employer, whether given before, during or after the absence, provided that the Member has not Resigned or been dismissed by the Employer.
Leave granted to a Category B1 Member by her Employer for a period not exceeding 12 months associated with and to cover the period of such Member's expected confinement for childbirth.
In relation to a Category B1 Member means 70 years old.
The total of the contributions made or deemed to have been made by the Category B1 Member under rule 3(a) adjusted for positive or negative earnings at the Declared Intertest Rate up to the date the Member's Accumulated Contributions become payable under this Schedule 4.
The period (not exceeding 36 years) expressed in years and complete months from the date at which the Category B1 Member's Membership Period commenced (or is deemed to have commenced) to the date that the Member would have attained the Member's Maximum Retiring Age or (for the purposes of rule 5.1 and 6.1) the Member's Normal Retirement Date.
A Category B1 Member's latest continuous period of membership of: (a) the Plan, under this Schedule 4;

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	(b)	the Former Mercer Fund, under Part 3 of Annexure A of rules of the Former Mercer Fund;
	(c)	the Former CSC Fund under Schedule B1 of the governing rules of that Former CSC Fund; plus
	(d)	in respect of a Category B1 Member whose entire benefits in Part 1 of Division B of the BHP Superannuation Fund were transferred to the Former CSC Fund (as advised to the Trustee by the Former Mercer Fund Trustee), the BHP Superannuation Fund,
		(excluding any period after the Member's Maximum Retiring Age) up to a maximum of 36 years, expressed in years (including complete months as a fraction of a year) during which:
	(e)	the Member was required to make contributions under this Schedule 4, as a member of the Former Mercer Fund, as a member of Schedule B1 of the Former CSC Fund or as a member of Part 1 of Division B of the BHP Superannuation Fund, whether their payment was deferred or not; or
	(f)	contributions are made by the Member's Employer under this Schedule 4 and the Participation Deed, the Former Mercer Fund, under Schedule B1 of the Former CSC Fund or, in respect of a Member whose entire benefits in Part 1 of Division B of the BHP Superannuation Fund were transferred to the Former CSC Fund, under Part 1 of Division B of the BHP Superannuation Fund,
	Perio gover gover of a N B of t	shall include any additional or varied Membership of granted pursuant to this Schedule 4, the rning rules of the Former Mercer Fund, the rning rules of the Former CSC Fund or, in respect Member whose entire benefits in Part 1 of Division the BHP Superannuation Fund were transferred to ormer CSC Fund, the governing rules of the BHP trannuation Fund.
Member's		mount calculated in respect of a Category B1
Reserve		ber under rule 2 of this Schedule 4.
Part-Time Service or PTS	That part of the Membership Period determined by the Employer during which the Category B1 Member is engaged to work for less than the number of hours	

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	which the Employer determines to be the standard number of working hours for employees of that class of which the Member is a member.	
Past Service Benefits Sub- Account	A sub-account of the Category B1 Member's Member Account established under clause 2.2(d) and credited with:	
	(a) that part of the Transferred Mercer Benefit that relates to the Category B1 Member's 'Past Service Benefits Account' in the Former Mercer Fund; and	
	(b) positive earnings (if any) on the amount standing to the credit of the Past Service Benefits Sub-Account at the Declared Interest Rate from the Transfer Date up to the date the Member ceases Service.	
Past Service Benefits Sub- Account Balance	The value of the Category B1 Member's Past Service Benefits Sub-Account at any particular time.	
Paternity Leave	Leave granted to a Category B1 Member by his Employer for a period not exceeding 12 months associated with the birth of any child of which that Member is the father.	
Pensioner	A person beneficially entitled to receive a pension under this Schedule 4.	
PFAS	The Category B1 Member's FAS calculated on the basis that the Member continued in Service until the Member's Normal Retirement Date and the Member's Equivalent Full-Time Salary at the date of death or Total and Permanent Disablement continued unchanged until the Member's Normal Retirement Date.	
PFAS post	Has the same meaning as PFAS.	
PFAS pre	PFAS calculated on the basis of a Category B1 Member's Salary excluding the Converted Amount.	
PTS post	Part Time Service on and after 1 July 2001.	
PTS pre	Part-Time Service before 1 July 2001.	
Retirement Benefit Factor	In relation to a Category B1 Member means 0.20 for each complete year of membership to retirement, and pro rata for each additional complete month.	
Salary	In respect of a Category B1 Member means the yearly rate of the ordinary fixed salary of the Member in	

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respect of the Member's employment, as determined by his Employer, provided that:

- (a) in the case of a Member who is remunerated partly by way of bonus or commission, the Member's Salary for the purposes of Schedule 4 shall be such amount as the Member's Employer shall determine and notify to the Trustee, not being less than the yearly rate of his ordinary fixed salary;
- (b) Salary shall not include travelling or other allowances or the value of any benefit received by the provisions of board, fuel, light or otherwise;
- (c) if the Employer, the Member and the Trustee agree that this paragraph is to apply, the Member's Salary for the purposes of this Schedule 4 shall be such greater amount as may from time to time be determined by the Employer;
- (d) if a Member's ordinary fixed salary is reduced and the Employer determines not to take the reduction into account, and so informs the Trustee, and if the Member agrees, the Member's Salary for the purposes of this Schedule 4 shall be the yearly rate of the Member's ordinary fixed salary immediately prior to the reduction or the yearly rate of the Member's actual ordinary fixed salary whichever be the greater:
- (e) where a Member is on Leave of Absence his or her Salary shall be the salary in respect of which the Member has made contributions or agreed to make contributions for the period of his or her Leave of Absence, provided further that in the case of a Member on Leave of Absence for the reason of national service, the Member's Salary shall include any increases granted to the Member by the Employer during national service;
- (f) where a Member is on Maternity Leave or on Paternity Leave, her or his Salary shall be the salary in respect of which she or he has made contributions or agreed to make contributions for the period of her or his Maternity Leave or Paternity Leave; and
- (g) where a Member is on unsupported Employer study leave the Member's Salary shall be the salary in respect of which the Member has made

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	contributions or agreed to make contributions for the period of the Member's unsupported Employer study leave.		
Service	Means continuous service with an Employer and for the purposes of this definition a Category B1 Member's service does not cease to be continuous by reason only of:		
	(a) a transfer from the service of one Employer to the service of another of those Employers; or		
	(b) the Member's temporary absence from the service of the Employer:		
	(i) while the Member is engaged in compulsory military service or in service in the armed forces of Australia or its allies in time of war; or		
	(ii) in any other circumstances which for the purposes of the Plan the Principal Employer regards as not resulting in a break in the continuity of the Member's service; or		
	(iii) while in receipt of income by way of an disability Insured Benefit.		
Service Fraction	In relation to a Category B1 Member means the fraction that the number of hours for which the Member is engaged to work bears to the number of hours which the Employer determines to be the standard number of working hours for employees of the class of which the Member is a member.		
SF	The Service Fraction applicable to the relevant PTS.		
SFD	The Service Fraction applicable at the date of death or Total and Permanent Disablement.		
Special Dependants	In relation a deceased Category B1 Member means:		
Dependants	(a) that Member's Spouse, not being a person who became that Member's Spouse after the Member ceased to be a Member; and		
	(b) any Child whilst that Child is under the age of 18 years or, in the opinion of the Trustee, a full time student and remains engaged in a course of study at a school or tertiary institution approved by the Trustee either generally or in any particular case.		

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Temporary Total Subject to Superannuation Law, in respect of a Disablement Category B1 Member, means: if there is a relevant Policy of Insurance in force means disablement which the insurer determines qualifies as temporary disablement under that policy; or (b) if there is no relevant policy of insurance in force means disablement (not amounting to Total and Permanent Disablement) of a Member resulting from an illness or injury which commences or occurs before Normal Retirement Date and as a result of which: the Member has been continuously absent (i) from active employment for three months (or any lesser period agreed between the Principal Employer and the Trustee); and (ii) the Trustee determines (after considering any medical or other evidence the Trustee requires) the Member is unable to resume work in the Member's former occupation, and "Temporarily Disabled" shall have a corresponding meaning. Total and Subject to Superannuation Law, in respect of a Permanent Category B1 Member, means: Disablement if there is a relevant Policy of Insurance in force -(a) means disablement which the insurer determines qualifies as permanent disablement under that policy; or if there is no relevant policy of insurance in force -(b) means disablement due to an illness or injury as a result of which: the Member has been continuously absent from active employment for six months (or any lesser period agreed between the Principal Employer and the Trustee); and the Trustee determines (after considering (ii) any medical or other evidence the Trustee requires) the Member is sufficiently incapacitated to be unlikely ever to engage

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in any gainful employment for which the Member is reasonably qualified by education, training or experience,

	and "Totally and Permanently Disabled" shall have a corresponding meaning.	
Voluntary Contribution Sub-Account	A sub-account of the Category B1 Member's Member Account established under clause 2.2(d) and credited with:	
	(a) that part of the Transferred Mercer Benefit that relates to the Category B1 Member's 'Voluntary Contribution Account' in the Former Mercer Fund; and	
	(b) any contributions made by the Member under rule 3(b) of this Schedule 4; and	
	(c) any contributions made by the Spouse of the Member or any government co-contribution made for the credit of the Member as the Trustee permits under clause 10.3 of the Trust Deed.	
Voluntary Contribution Sub-Account Balance	The value of the Category B1 Member's Voluntary Contribution Sub-Account at any particular time.	

2 Member's Reserve

A Member's Reserve as at the date of his or her ceasing to be a Member shall be an amount equal to the greater of:

(a) the amount obtained by the calculation"

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(2.5 x MAC) + (0.03 x FAS _{pre} x FTS _{pre} after 1 March 1987) + (0.03 x FAS _{post} x FTS _{post}) + (0.03 x FAS _{pre} x PTS _{pre} after 1 March 1987 x SF) + (0.03 x FAS _{post} x PTS _{post} x SF),
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and

(b) the amount obtained by the calculation:

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(FTS _{pre} x 0.20 x FAS _{pre} x F) + (FTS _{post} x 0.20 x FAS _{post} x F) + (PTS _{pre} x 0.20 x FAS _{pre} x F x SF) + (PTS _{post} x 0.20 x FAS _{post} x F x SF),
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provided that,

(c) where a Member remains in the employment of an Employer after age 70, the Member's Reserve must be calculated as if the Member had retired at age 70, together with positive or negative earnings thereon at the Declared Interest Rate to the date of termination of the Member's employment; and

page 87 Benefit Deed (d) a Member's Reserve shall not in any event except as set out in paragraph (c) exceed the product of the Member's FAS and the Member's Retirement Benefit Factor.

3 Member contributions

- (a) Each Category B1 Member must make contributions at the rate of 4% of the Member's Salary from time to time up to such maximum Salary which the Employer may from time to time determine and notify the Trustee for the purposes of this clause.
- (b) Category B1 Members may make voluntary contributions at any time.
- (c) A Category B1 Member's period of absence from active Employment must not be included for the purpose of calculating contributions by or in respect of the Member unless the employer determines generally or in any particular case or as agreed otherwise by the Member, the Employer and the Trustee.

4 Retirement benefits

4.1 Retirement at Normal Retirement Date

- (a) A Category B1 Member who ceases Service (other than by reason of his or her Total and Permanent Disablement or death) at his or her Normal Retirement Date is entitled to a benefit, at the Member's election in writing, in the form of either a lump sum or a pension until his or her death.
- (b) The lump sum benefit will be the Member's Reserve.
- (c) The pension will be the amount obtained by the following calculation:

$$(\frac{1}{54} \text{ x FAS }_{pre} \text{ x FTS }_{pre}) + (\frac{1}{54} \text{ x FAS }_{post} \text{ x FTS }_{post}) + (\frac{1}{54} \text{ x FAS }_{pre} \text{ x PTS }_{pre} \text{ x SF}) + (\frac{1}{54} \text{ x FAS }_{post} \text{ x PTS }_{post} \text{ x SF}).$$

4.2 Retirement after Normal Retirement Date

- (a) A Category B1 Member who ceases Service (other than by reason of his or her Total and Permanent Disablement or death) after his or her Normal Retirement Date is entitled to a benefit, at the Member's election in writing, in the form of either a lump sum or a pension until his or her death.
- (b) The lump sum benefit will be the Member's Reserve.
- (c) The pension, which will be larger than the pension which the Member would have received had it been determined pursuant to rule 4.1, will be determined by the Trustee, after obtaining the advice of an actuary, as the pension secured by his or her Member's Reserve.

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4.3 Retirement at or after Early Retirement Date

- (a) A Category B1 Member who ceases Service (other than by reason of his or her Total and Permanent Disablement or death) at or after his or her Early Retirement Date but before his or her Normal Retirement is entitled to a benefit, at the Member's election in writing, in the form of either a lump sum or a pension until his or her death.
- (b) The lump sum benefit will be the Member's Reserve.
- (c) The pension will be calculated by dividing his or her Member's Reserve by the factor in the following table opposite his or her age at the date of termination of his or her employment, interpolating between the factors for whole years for any additional complete months of age at that date:

Exact age of Category B1 Member at date of termination of employment (years)	Factor
55	13.80
56	13.50
57	13.20
58	12.90
59	12.60
60	12.30
61	12.00
62	11.70
63	11.40
64	11.10
65	10.80

4.4 Payment of benefit as both a lump sum and pension

- (a) A Category B1 Member may elect to take part of his or her benefit under rules 4.1, 4.2 or 4.3 as a lump sum benefit and the remainder as a pension until his or her death.
- (b) Where a Member elects to take part of the benefit as a lump sum benefit then the pension payable until the Member's death as secured by the balance of the Member's Reserve will be determined by the Trustee, after obtaining the advice of an actuary.
- (c) In addition to its powers under the Trust Deed, the Trustee will have power to pay any such pension on the basis of such terms and conditions as the Trustee thinks fit.

page 89 Benefit Deed (d) Where a Category B1 Member fails to make an election within 90 days and in a manner prescribed by the Trustee for the purposes of this rule 4, the lump sum benefit will be payable.

5 Disablement benefits

5.1 Total and Permanent Disablement benefit

A Category B1 Member who ceases Service prior to his or her Normal Retirement Date by reason of his or her Total and Permanent Disablement is, subject to rule 5.2, entitled to a lump sum benefit calculated as follows:

20% x PFAS $_{post}$ x [(MTR - MP) x SFD] + (20% x PFAS $_{pre}$ x FTS) + (20% x PFAS $_{post}$ x FTS) + (20% x PFAS $_{pre}$ x PTS x SF) + (20% x PFAS $_{post}$ x PTS x SF).

5.2 TPD benefit - BHP Superannuation Fund members

A Category B1 Member who last became a member of the BHP Superannuation Fund prior to 1 July 1994 and who qualifies under rule 5.1 to receive a lump sum benefit may elect (or have elected in the Former Mercer Fund, or the Former CSC Fund, as notified to the Trustee by the Former Mercer Fund Trustee) by notice in writing to receive, in lieu of the lump sum benefit under that rule, benefits determined in accordance with the following paragraphs:

(a) subject to paragraph (b), a pension until the Member's death of an amount obtained by the following calculation:

$$(\frac{1}{54} \text{ x FAS }_{post} \text{ x [MTR-MP] x SFD}) + (\frac{1}{54} \text{ x FAS }_{pre} \text{ x FTS }_{pre}) + (\frac{1}{54} \text{ x FAS }_{post} \text{ x FTS }_{post}) + (\frac{1}{54} \text{ x FAS }_{pre} \text{ x PTS }_{pre} \text{ x SF}) + (\frac{1}{54} \text{ x FAS }_{post} \text{ x PTS }_{post} \text{ x SF}).$$

- (b) Where the Member in receipt of a pension under paragraph (a) who has not attained the age of 65 years has in the opinion of the Trustee, after obtaining the advice of, and considering any reports from, a qualified medical practitioner, ceased to suffer Total and Permanent Disablement and in the opinion of the Trustee has become capable of obtaining and continuing in suitable employment, the Trustee in its absolute discretion may suspend, reduce or permanently terminate the pension payable to or in respect of the pensioner for such period or periods as the Trustee thinks fit.
- (c) The Trustee will in addition to the pension pursuant to paragraph (a), pay to a Member upon ceasing Service prior to his or her Normal Retirement Date by reason of Total and Permanent Disablement, a lump sum benefit of an amount obtained by the following calculation:

$$(FAS_{post} \times F \times SFD),$$

where 'F' means the factor obtained from the following table for the Member's age at the date of termination of the Member's employment,

interpolating between the factors for whole years for any additional complete months of age at that date.

Exact age of Category B1 Member at date of termination of employment (years)	Factor
45 or less	3.00
46	2.85
47	2.70
48	2.55
49	2.40
50	2.25
51	2.10
52	1.95
53	1.80
54	1.65
55	1.50
56	1.35
57	1.20
58	1.05
59	0.90
60	0.75
61	0.60
62	0.45
63	0.30
64	0.15
65	Nil

5.3 Temporary Total Disablement

Category B1 Members who become Temporarily Disabled are eligible to receive an Insured Benefit, subject to the terms of the Policy of Insurance.

5.4 Terms related to Temporary Total Disablement

(a) If a Category B1 Member who is eligible for a Temporary Total
Disablement benefit becomes Temporarily Disabled while in the employ
of a relevant Employer, regardless of whether the Member has ceased or
continues to be in the employ of the Employer or is temporarily absent
from the employee of the Employer for the purposes of the whole or any

particular provision of the Rules, the Principal Employer may agree with the Trustee to:

- (i) deem the Member to remain or have remained in the employ of the Employer as a Member during the whole or any part of the period during which the Member is entitled to the income benefit, including any waiting period (the 'Disability Period');
- (ii) deem the Member's Salary to continue or have continued during the whole or any part of the Disability Period or to be or have been of such other amount or determined in such other manner as the Principal Employer and the Trustee approve; or
- (iii) waive the whole or any part of the contributions otherwise payable by the Member during the whole or any part of the Disability Period or deem the whole or any part of any waived contributions to have been paid by the Member.
- (b) If and for so long as the Member is so deemed by agreement of the Principal Employer and the Trustee to remain in the employ of the Employer, no benefit will become payable to or in respect of the Member under any other provision of the Rules otherwise than as provided for in this rule.
- (c) If when the Member ceases to be in the employ of the Employer (or, in the case of a Member who is deemed to remain in the employ of the Employer after actually leaving such employment, when the Member ceases to deemed to be so employed) the Member actually rejoins or ceases to be absent from the employ of the Employer, the Member's employment and membership of the Plan shall continue and the Rules will continue to apply to and in respect of the Member.
- (d) If when the Member ceased to be in the employ of the Employer (or, in the case of a Member who is deemed to remain in the employ of the Employer after actually leaving such employment, when the Member ceases to be deemed to be so employed) the Member does not actually rejoin or cease to be absent from the employ of the Employer, there shall be payable to or in respect of the Member from the Plan the benefit determined in accordance with the relevant other provisions of this Benefit Deed on the date as at which the Member ceased to be (or ceased to be deemed to be) so employed.
- (e) If during the period when a Member is or is deemed to be in the employ of the Employer the Trustee determines that a payment under this subrule (e) is appropriate and that to make such a payment would not, in the opinion of the Trustee, cause the Plan to be in breach of or to fail to comply with the Superannuation Law, the Trustee, by agreement with the Principal Employer, may pay or apply from the Plan for or in respect of the Member an amount or amounts not exceeding in the aggregate:
 - (i) the minimum lump sum benefit (if any) which would have been payable from the Plan if the Member had voluntarily left the

- employ of the Employer in good health and without the consent or the approval of the Employer on the date of such payment from the Plan; or
- (ii) the amount determined by the Trustee (after obtaining the advice of an actuary) to be the Member's equitable share of the Plan.

provided that, unless otherwise agreed between the Trustee and the Principal Employer, any benefit which later becomes payable from the Plan in respect of the Member shall be adjusted in such manner and to such extent as the Trustee, after obtaining the advice of an actuary to considers appropriate and equitable to take account of any payments made pursuant to this this sub-rule (e).

6 Death benefits

6.1 Death before Normal Retirement Date

Subject to rules 6.3 and 6.4, the Trustee will pay in respect of a Member who dies before his or her Normal Retirement Date a lump sum benefit.

The lump sum benefit will be paid as a death benefit and will be an amount obtained by the following calculation:

20% x PFAS $_{post}$ x [(MTR - MP) x SFD] + (20% x PFAS $_{pre}$ x FTS $_{pre}$) + (20% x PFAS $_{post}$ x FTS $_{post}$) + (20% x PFAS $_{pre}$ x PTS x SF) + (20% x PFAS $_{post}$ x PTS x SF).

6.2 Death on or after Normal Retirement Date

Subject to rules 6.3 and 6.4, the Trustee will pay in respect of a Member who dies on or after his or her Normal Retirement Date a lump sum benefit.

The lump sum benefit will paid as a death benefit and will be the Member's Reserve.

6.3 Death benefits - - BHP Superannuation Fund members

- (a) Where a Category B1 Member who last became a member of the BHP Superannuation Fund prior to 1 July 1994 dies and a lump sum benefit is payable under rules 6.1 and 6.2 (as the case may be) and is survived by a Spouse, the Spouse (and, if there is more than one Spouse, the Spouse selected for this purpose by the Trustee) may elect (or have elected in the Former Mercer Fund, or the Former CSC Fund, as notified to the Trustee by the Former Mercer Fund Trustee) by notice in writing to the Trustee to receive, in lieu of the lump sum benefit under those rules, benefits determined in accordance with the following paragraphs:
 - (i) A lump sum benefit to or in respect of the Member's Special Dependants equal to the present capital value as determined by the Trustee, after obtaining the advice of an actuary, of the

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- pension which would be payable had the Trustee exercised its discretion under paragraph (ii).
- (ii) Notwithstanding paragraph (i), the Trustee may in its absolute discretion, pay in lieu of a lump sum benefit referred to in paragraph (i), a pension to or in respect of the Member's Special Dependants.
- (iii) Where there are 4 or more Special Dependants, the pension amount referred to in 6.3(a)(ii) will be calculated as follows:
 - (A) where the Member dies before or on his or her Normal Retirement Date - the amount obtained by the following calculation:

$$\begin{split} &(\frac{1}{54}\,\text{x FAS}_{\text{ pre }}\,\text{x [MTR - MP]}\,\text{x SFD}) + (\frac{1}{54}\,\text{x FAS}_{\text{ post }}\,\text{x [MTR - MP]}\,\text{x} \\ &\text{SFD}) + (\frac{1}{54}\,\text{x FAS}_{\text{ pre }}\,\text{x FTS}_{\text{ pre}}) + (\frac{1}{54}\,\text{x FAS}_{\text{ post }}\,\text{x FTS}_{\text{ post}}) + (\frac{1}{54}\,\text{x FAS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}) + (\frac{1}{54}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}) + (\frac{1}{54}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}) + (\frac{1}{54}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}) + (\frac{1}{54}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}) + (\frac{1}{54}\,\text{x FTS}_{\text{ post }}\,\text{x FTS}_{\text{ post }}\,\text{x F$$

- (B) where the Member dies after his or her Normal Retirement Date – a pension determined by the Trustee, after obtaining the advice of an actuary, as the pension secured by the Member's Reserve.
- (iv) Where there are for the time being less than 4 Special Dependants, the pension amount referred to in 6.3(a)(ii) will be calculated as a percentage of the pension that was being paid to the Member immediately prior to the Member's death, depending on the number of Special Dependants for the time being in accordance with the following table:

Number of Special Dependants	Percentage
4 or more	100%
3	83 1 %
2	66 2 %
1	50%

(b) In addition to the pension payable under rule 6.3(a)(ii), the Trustee will pay in respect of a Member who dies prior to his or her Normal Retirement Date leaving Dependants, a lump sum benefit of an amount obtained by the following calculation:

(FAS post x F x SFD),

where 'F' means the factor obtained from the table set out rule 5.2(c) based on the Member's age at the date of death, interpolating between the factors for whole years for any additional complete months of age at that date.

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- (c) The benefit payable under this rule 6.3 will be paid to following persons:
 - (i) If the Member's Special Dependants includes a Spouse to that Spouse. However, the Trustee may decide in its absolute discretion to only pay the Spouse a pension at the rate that would have been payable had there been not more than one Special Dependant, in which case, the Trustee will pay the remaining portion of the pension for the benefit of the other Special Dependants and in such proportions between them as the Trustee, in its absolute discretion from time to time determines.
 - (ii) If the Member's Special Dependants do not include a Spouse, such one or more of the Member's Special Dependants and in such proportions between them as the Trustee, in its absolute discretion from time to time determines

6.4 Ex-gratia payments

Where the Employer of a Category B1 Member makes an ex gratia payment to the Member's Dependants or any of them within 6 months of the death of the Member, the benefit otherwise payable under this rule 6 will be reduced by the amount of the payment unless the Trustee in a particular case otherwise determines.

7 Pensioner benefits

7.1 Pension on death of Pensioner leaving Special Dependents

On the death of a Category B1 Member to or in respect of whom a pension was being paid immediately prior to his or her death pursuant to rule 4.1, 4.2, 4.3, 4.4, 5.1 or 5.2 the Trustee will pay:

(a) to, or in respect of, the Member's Special Dependants a pension equal to a percentage of the pension that was being paid to the Pensioner immediately prior to the Pensioner's death, depending on the number of Special Dependants for the time being in accordance with the following table:

Number of Special Dependants	Percentage
4 or more	100%
3	83 1 %
2	66 2 %
1	50%

and,

(b) to, or in respect of, the Member's Spouse, an additional lump sum benefit equal to 50% of one year's pension that was being paid to or in respect of the Pensioner immediately prior to the Member's death.

7.2 Payment of Pensioner benefits

The benefit payable under this rule 7 will be paid in accordance with rule 6.3(c), provided that the benefit in rule 7.1(b) will only be paid to the Member's Spouse if she or he is a Special Dependant.

8 Other benefits

8.1 Residual benefit

Where all the benefits due and payable to or in respect of a Member pursuant to rules 4 to 7 inclusive, but excluding rule 5.3, have been paid, and the aggregate amount of the benefits already paid is less than the Member's Reserve as at the date the Member ceased to be a Member, the Trustee shall pay a residual benefit of the amount by which the Member's Reserve as at that date exceeds the aggregate amount of benefits already paid to or in respect of the Member.

The residual benefit will be paid as a death benefit.

8.2 Cessation of employment for other reasons

The Trustee will pay a lump sum benefit to a Category B1 Member on the Member ceasing Service, not being entitled to a benefit pursuant to rules 4 to 8.1 (inclusive) but excluding rule 5.3.

The benefit shall be his or her Member's Reserve.

8.3 Voluntary Contribution Sub-Account benefit

The Category B1 Member's Voluntary Contribution Sub-Account Balance will be paid as an additional lump sum upon any benefit becoming payable to or in respect of a Category B1 Member under this Schedule 4, except for on the Temporary Total Disablement of that Member.

8.4 Past Service Benefits Sub-Account benefit

Where a Category B1 Member ceases to be in Service, in addition to any benefit otherwise payable as provided under this Schedule 4, a lump sum benefit equal to the Member's Past Service Benefits Sub-Account Balance (if any) will be payable.

Where the benefit becomes payable due to the death of a Category B1 Member, it will be paid as a death benefit.

8.5 Pension variation

The Trustee may from time to time (but not more than once in each financial year) with the prior consent of the Principal Employer increase the pension payable to a Special Dependant who is a Child by a percentage amount of such pension being the lesser of:

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- (a) 5%; or
- (b) the percentage increase over the immediately preceding 12 months of the CPI.

8.6 Augmentation

Subject to Superannuation Law, the Trustee must augment a person's benefit entitlement as requested by the Principal Employer except to the extent that an Employer does not pay any additional contributions which an actuary advises are necessary to ensure the stability of that Plan.

9 Other terms related to benefits

9.1 Employment other than full-time and permanent

Any benefits based on salary which apply to a Member whose Employment is not full-time and permanent must be:

- (a) calculated using the Salary the Employer advises the Trustee an equivalent full-time permanent employee would be likely to earn; but
- (b) reduced in the proportion that the number of part-time hours the Member usually works bears to the number of hours the Employer considers an equivalent full-time employee would work,

unless expressly provided otherwise in this Schedule 4.

9.2 Changes to Employment

Unless as otherwise provided in this Schedule 4, the benefit entitlement of a Member whose Employment status changes, for example, from full-time, part-time, casual, temporary, contractor or permanent or any combination) to full-time, part-time, casual, temporary, contractor or permanent (or any combination) must be based on the benefits applicable to the Member's new Employment status, but adjusted, as the Trustee considers appropriate, to take account of entitlements accrued before the change in Employment status, unless otherwise agreed between the Member, the Trustee and the Principal Employer.

A change in the proportion of a full-time week worked to another proportion of a full-time week must be treated as a change in Employment status for the purpose of this rule

9.3 Transfer from one Employer to another

Unless the Principal Employer and the Trustee agree otherwise:

- (a) a transfer of Employment from one Employer to another must not be regarded as a cessation of Employment for the purpose of this Schedule 4; and
- (b) no benefit will be payable when a Member transfers from one Employer to another.

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