
Sunsuper Pty Ltd

Google Australia Pty Ltd

Participation Deed



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Date

Parties

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

Google Australia Pty Ltd ABN 33 102 417 032 of level 5, 48 Pirrama Road, Pyrmont,
NSW (Principal Employer)

Background

- A The Trustee is the trustee of the Sunsuper Superannuation Fund ABN 88 010 720 840 (**Fund**).
- B This document is:
- (a) an application by the Principal Employer, and each Associated Employer which is a party to this document, for admission as a Participating Employer of the Fund, under clause 3.1 of the Trust Deed; and
 - (b) acceptance by the Trustee of that application.
- C The parties agree that an Employer's participation in the Fund is governed by the terms of this document.
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Agreed terms

1 Definitions

1.1 Terms defined in this document

In this document these terms have the following meanings:

Associated Employer	(a) An associated employer named in the schedule ; (b) An Employer which becomes an Associated Employer under clause 2.1(c) .
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Brisbane.
Commencement Date	The commencement date specified in the schedule .

Employer	The Principal Employer and each Associated Employer (if any).
Plan	That part of the Fund which is attributable to the Principal Employer's participation (including Associated Employers, if any).
Plan Policy	The Policy of Insurance covering Members of the Plan from time to time in accordance with clause 3.1(b) .
Trust Deed	The trust deed of the Fund dated 1 October 1987 as amended.

1.2 Meaning of "Member"

In this document "Member" refers to members of the Plan.

1.3 Terms defined in Trust Deed

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

1.4 Rules of Plan

- (a) The Rules of the Plan comprise:
 - (i) the Trust Deed; and
 - (ii) this document.
- (b) This document overrides the Trust Deed to the extent of any inconsistency between them.

1.5 Restrictions on amendment of Rules

- (a) Subject to clause 1.5(b) any amendment to the Trust Deed which would or is reasonably likely to, have a detrimental effect on the Employer, does not apply to the Employer insofar as it has that effect unless the Principal Employer consents to the amendments.
- (b) The Principal Employer's consent is not required to an amendment that, in the reasonable opinion of the Trustee, is required for the purposes of compliance with Superannuation Law.

1.6 Name of Plan

The name of the Plan is Google Australia Superannuation Plan.

2 Participation

2.1 Application and acceptance of participation

- (a) The Principal Employer and the Associated Employers named in the **schedule** (if any):
 - (i) apply to become Participating Employers in the Fund; and
 - (ii) agree to be bound by the Rules of the Plan.

- (b) The Trustee accepts the application and admits the Principal Employer and the Associated Employers named in the **schedule** (if any) as Participating Employers in the Fund effective on the Commencement Date.
- (c) The Trustee acknowledges that the Principal Employer may nominate other companies for admission as Participating Employers. The Principal Employer acknowledges that each such company will only be admitted on signing an application. Each such company becomes a Participating Employer and Associated Employer on acceptance by the Trustee of the company's application.

2.2 Agreed benefit features

- (a) Benefits for Members are determined in accordance with the Trust Deed.
- (b) The Trustee and the Principal Employer may agree on any of the following matters in relation to benefits for Members:
 - (i) categories of membership;
 - (ii) Member contribution rates;
 - (iii) Employer contribution rates;
 - (iv) Insured Benefits; and
 - (v) fees and charges applicable to the Plan.

2.3 Membership of Plan

- (a) Each Employer acknowledges that:
 - (i) membership of the Plan is restricted to current Employees of that Employer from time to time;
 - (ii) on termination of an Employee's employment with that Employer, that person ceases to be a Member of the Plan but may remain a member of the Fund by arrangement with the Trustee.
- (b) Where an Employer commences making superannuation guarantee contributions to another superannuation fund in respect of an Employee, that Employee ceases to be a Member of the Plan on the earlier of:
 - (i) the date the full amount of the Member's benefit is transferred to another superannuation fund;
 - (ii) the last day of the period for which the Employer made the last superannuation guarantee contribution to the Fund.

2.4 Partial withdrawals permitted

A Member who withdraws part of their Retirement Credit, in accordance with the Trustee's requirements from time to time, remains a Member of the Plan.

3 Insurance

3.1 Insurer

- (a) The insurer for the Plan and the details of the Plan Policy as at the Commencement Date are as agreed between the Trustee and the Principal Employer.
- (b) The Trustee, in consultation with the Principal Employer may agree to cancel the Plan Policy, modify the terms of the Plan Policy to take out a replacement Policy of insurance with another insurer on whatever terms the Trustee in consultation with the Principal Employer determines (but without affecting the Trustee's obligations under **clause 3.1(d)**).
- (c) If required to comply with the Trustee's duties as trustee of the Fund or Superannuation Law, the Trustee may cancel the Plan Policy, modify the terms of the Plan Policy or take out a replacement Policy of Insurance with another insurer on whatever terms the Trustee determines (but without affecting the Trustee's obligations under **clause 3.1(d)**), provided that the Trustee first provides the Employer with three months written notice and during such notice period consults with the Principal Employer in respect of any such proposal.
- (d) The Trustee will use its best endeavours to arrange Insured Benefits on death and Total and Permanent Disablement, and Total Disability, in accordance with the terms and conditions for Insured Benefits agreed with the Principal Employer.

3.2 Limitations on Insured Benefits

- (a) Any benefit payable in respect of a Member will be reduced by any amount by which:
 - (i) the insurance cover obtained is less than the insurance cover applied for in respect of that Member; or
 - (ii) the claim paid by the insurer in respect of that Member is less than the amount of insurance claimed.
- (b) **Clause 3.2(a)** applies in addition to any provision in the Trust Deed, or an agreement between the Trustee and the Principal Employer, that:
 - (i) imposes conditions or restrictions on Insured Benefits; or
 - (ii) provides for the reduction or limitation of benefits in respect of the Member relating to Insured Benefits.

3.3 Cessation of Plan insurance cover

- (a) Insurance cover under the Plan ceases on the day a person ceases to be a Member of the Plan, unless:
 - (i) a continuation option applies in respect of the Plan, or the category that the person belongs to, in which case insurance cover in the Plan for that person ceases on the earlier of the date the period for

exercising the option expires under the Plan Policy or the date the person exercises the option;

- (ii) a period of extended cover applies in respect of the Plan, or the category that the person belongs to, in which case insurance cover under the Plan for that person ceases on the date the period of extended cover expires under the Plan Policy.
- (b) Where the Member on ceasing to be a Member of the Plan remains a member of the Fund, insurance cover may continue to be available to the person as a member of the Fund on such terms as are offered by the Trustee.

4 Application of Plan assets on termination

4.1 Priority of benefits on termination

On termination of the Plan, the Trustee must make such provision out of the Assets of the Plan as is necessary to provide for the following amounts in the following order of priority to the extent the Assets of the Plan permit:

- (i) all costs, charges, expenses and Tax incurred or likely to be incurred in respect of the Plan including the costs and expenses of terminating and winding up the Plan;
- (ii) benefits which became payable prior to the termination date to, or in respect of, any Member;
- (iii) for each other Member, an amount equal to their Retirement Credit;
- (iv) where there is a Plan reserve, distributing that amount in any of the following ways or a combination of them:
 - (A) allocation to the Employers in the proportions determined by the Trustee, if permitted under Superannuation Law;
 - (B) transfer to another Superannuation Entity as an unallocated amount, with the agreement of the Principal Employer;
 - (C) allocated as otherwise agreed with the Principal Employer, if permitted under Superannuation Law;

4.2 Provision of benefits on termination

The benefits to be provided under **clause 4.1**, will be:

- (a) provided in such manner and by way of such arrangements as the Trustee determines but must not be paid out if this is inconsistent with Superannuation Law; and

- (b) in lieu of and in full satisfaction of any benefit which but for **clause 4.1**) would be or might otherwise have been or become payable from the Plan,

and all decisions of the Trustee regarding the operation of **clause 4.1** and the benefits provided under **clause 4.1** will be final and binding on all persons.

4.3 Distribution of assets where no Beneficiaries

Without prejudice to **clause 4.1** at any time there are no Members or Beneficiaries of the Plan and in the opinion of the Trustee all benefits which could become payable from the Plan have been fully paid, and the Plan terminates, any assets then remaining in the Plan after payment of any expenses chargeable against the Plan be realised and the proceeds distributed amongst the Principal Employer and any Associated Employers in such shares as the Principal Employer determines, subject to:

- (a) Superannuation Law; and
- (b) clause 2.8(c) of the Trust Deed (or the provision in equivalent terms following any amendment of the Trust Deed after the date of this document).

5 General

5.1 Amendment

This document may only be varied or replaced by a document executed by the Trustee and the Principal Employer.

5.2 Governing law and jurisdiction

- (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.

5.3 Relationship of parties

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

5.4 Counterparts and electronic signatures

- (a) This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.
- (b) The parties may execute this Deed using electronic signatures and electronic copies.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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;
- (c) 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:
 - (i) 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;

- (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) any 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.

5.10 Headings

Headings do not affect the interpretation of this document.

5.11 Deed

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

Schedule

Plan Details

1 Associated Employers

- Google Cloud Australia Pty Ltd (ABN: 68 610 798 466)
- Wing Aviation Pty Ltd (ABN: 25 625 378 225)

2 Commencement Date

The Commencement Date of the Plan is 1 July 2020.

Execution

Executed as a deed.

Executed by Sunsuper Pty Ltd

[Redacted Signature]

[Redacted Signature]

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[Redacted Signature]

[Redacted Signature]

Executed by Google Australia Pty Ltd (Employer)

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Company Secretary/Director

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Director

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Name of Company Secretary/Director
(print)

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Name of Director (print)

Executed by Google Cloud Australia Pty Ltd (Associated Employer)

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Company Secretary/Director

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Director

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Executed by Wing Aviation Pty Ltd)
(Associated Employer))

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