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Sunsuper Pty Ltd

GPC Asia Pacific Pty Ltd

Superannuation Plan Agreement

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Date 29 January 2016

Parties

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

GPC Asia Pacific Pty Ltd ABN 97 097 993 283 of 362 Wellington Road, Mulgrave, VIC
3170 (Principal Employer)

Background

- A The Trustee is the trustee of Sunsuper (**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.
-

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 ; and (b) A company 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 or Melbourne.
Commencement Date	The commencement date specified in the schedule .

Dispute	The meaning given in clause 9.1 .
Employer	The Principal Employer and each Associated Employer (if any).
Former Fund	OnePath Master Fund (GPC Asia Pacific plan).
Personal Information	The meaning given in the <i>Privacy Act 1988</i> .
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 described in the schedule or such other Policy of Insurance covering Members of the Plan from time to time in accordance with clause 6.1(b) .
Relationship Management Protocol	The document of the same name developed by the parties in accordance with clause 5 .
Superannuation Committee	A committee for the Plan established to perform similar functions to a policy committee as defined in SIS.
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 those two documents.
- (c) The Trustee acknowledges that the Trustee's obligations to the Members include an obligation to administer the Plan in accordance with the Rules of the 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 Employees

Details of:

- (a) categories of membership;
- (b) Member contribution rates;
- (c) Employer contribution rates; and
- (d) Insured Benefits,

are set out in the **schedule**.

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;
 - (iii) Spouses of Employees may be eligible to become members of the Fund by arrangement with the Trustee.
- (b) Where an Employer commences making superannuation guarantee contributions (as that term is defined in the **schedule**) 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 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 Employer obligations

Each Employer agrees with the Trustee:

- (a) to promptly remit the applicable Member and Employer contributions not less than monthly;
- (b) to otherwise comply with the obligations in relation to administration and contributions as set out in the **schedule** under the heading 'Employer obligations: administration and contributions';
- (c) to promptly notify the Trustee if superannuation guarantee contributions are to be made to another superannuation fund for any Member.

4 Trustee obligations and Disputes

4.1 Disputes include administration of the Plan

The Trustee acknowledges that for the purposes of **clause 9** a Dispute may include the Employer notifying the Trustee that the Employer is not satisfied with the Trustee's administration of the Plan, which may include:

- (a) whether the Trustee has exercised reasonable care in complying with:
 - (i) the Rules of the Plan; or
 - (ii) Superannuation Law as applicable to the administration of the Plan (including laws relating to privacy of a Member's Personal Information);
- (b) whether the Trustee has met service levels specified in the **schedule** or Relationship Management Protocol.

4.2 Trustee warranties

- (a) The Trustee warrants and represents that the Trustee holds all licences necessary to administer the Plan and perform the obligations of the Trustee under this document.
- (b) The Trustee must promptly notify the Employer if at any time the Trustee ceases to hold any licence necessary to administer the Plan and perform the obligations of the Trustee under this document.

5 Relationship management protocols

- (a) During the 4 week period following the Commencement Date, the parties agree to cooperate in good faith to document a set of protocols to govern the parties' relationship, including:
 - (i) information services (**clause 8.1(a)**);
 - (ii) responsibilities of the client relationship manager (**clause 8.2(c)**);
 - (iii) establishment and function of the Superannuation Committee;
 - (iv) escalation process within each party;

- (v) performance review process, to be conducted 6 monthly;
 - (vi) service levels (**clause 4.1(b)**);
 - (vii) identification of key personnel; and
 - (viii) data security and associated audit assistance.
- (b) The parties agree to perform their obligations under this document in accordance with, and to otherwise comply with, the Relationship Management Protocols.

6 Insurance

6.1 Insurer

- (a) The insurer for the Plan and the details of the Plan Policy as at the Commencement Date are noted in the **schedule**.
- (b) 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 6.1(c)**).
- (c) The Trustee will use its best endeavours to insure benefits on death and Total and Permanent Disablement, and Total Disability, payable in accordance with the **schedule**. However 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; or
 - (ii) the claim paid by the insurer is less than the amount of insurance claimed.

6.2 Takeover terms

The parties acknowledge that the takeover terms under the policy on transfer of the Members to the Fund are as set out in the **schedule**.

6.3 Employer obligation to notify

Each Employer acknowledges that the Trustee may from time to time require the Employer to provide details of the composition of:

- (a) the Plan membership; and
- (b) Employees of the Principal Employer and Associated Employers (if any) eligible to join the Plan,

for the purpose of assessing the Insured Benefits available to Members.

6.4 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 which case:

- (A) insurance cover ceases on the date of expiry of the period for exercising the option; or
 - (B) continues on the terms and conditions applicable if the option is exercised;
- (ii) a period of extended cover applies, in which case insurance cover ceases on the date of expiry of the period of extended cover.
- (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.

7 Fees

The fees and charges applicable to the Plan as at the Commencement Date are as set out in the **schedule**. These are Sunsuper's standard fees and charges, and will change as and when the Trustee changes fees or charges in respect of the Fund generally.

8 Services

8.1 Employer and Member services

- (a) The information services that the Trustee will provide to the Principal Employer as at the Commencement Date and from time to time are set out in the **schedule** and the Relationship Management Protocols.
- (b) The information services that the Trustee will provide to Members as at the Commencement Date are set out in the **schedule**.

8.2 Client relationship manager

- (a) The Trustee will assign a client relationship manager as the key contact, and a second contact person, for the Principal Employer and Superannuation Committee (if applicable), to resolve issues and manage the delivery of services to Members.
- (b) Details of the client relationship manager as at the Commencement Date are set out in the **schedule**. The Trustee will notify the Principal Employer of any changes from time to time.
- (c) Details of the client relationship manager's responsibilities are set out in the **schedule** and the Relationship Management Protocols.

8.3 Superannuation Committee

The Trustee will, on request of the Principal Employer or the Superannuation Committee, provide the following support to a Superannuation Committee for the Plan:

- (a) provide agenda, papers and supporting material for meetings, prepare minutes and manage matters arising from meetings;

- (b) provide material to assist in the conduct of elections for member representatives (but the Trustee does not participate in the conduct of any elections).

8.4 Additional services

The Trustee may also provide, or arrange provision of, the additional services specified in the **schedule** by agreement with the Principal Employer or the Superannuation Committee. Fees for additional services are paid on a consultancy basis to be agreed as required.

8.5 Trustee not liable for Employer obligations

Each Employer acknowledges that the Trustee has no responsibility or liability to the Employer for any damages, loss or penalty, or any other liability of the Employer, arising from a breach by the Employer of any obligations of the Employer:

- (a) in relation to providing superannuation benefits for Employees; or
- (b) in relation to the Employer providing information or advice to Employees about superannuation.

9 Dispute resolution

9.1 Dispute notice

If there is a dispute between the parties arising out of or in connection with this agreement (**Dispute**), the party claiming that a dispute has arisen (**Initiating Party**) must give to the other party (**Recipient Party**) a notice setting out details of the Dispute (**Dispute Notice**).

9.2 Nominate Senior Representative

If a Dispute Notice is given, each party must promptly nominate a senior representative with authority to settle the Dispute.

9.3 Senior Representatives to meet

Within 15 Business Days of the date on which the Dispute Notice is given (**Resolution Period**), the senior representatives nominated by the parties must meet with each other at least once in an effort, in good faith, to resolve the Dispute or agree on a revised Resolution Period.

9.4 Commencement of proceedings

Subject to **clause 9.5**, if within the Resolution Period the Dispute is not resolved (including, without limitation, if one of the parties fails to nominate a senior representative), each party may commence proceedings immediately in respect of the Dispute.

9.5 Interlocutory relief

Nothing in this **clause 9** prevents a party from seeking interlocutory relief.

9.6 No relief concerning performance of obligations.

Nothing in this **clause 9** relieves the parties of continuing to perform their obligations under this document during the Resolution Period, except to the extent that the obligations are the subject of the Dispute.

10 Termination

10.1 Acknowledgement of rights to terminate

(a) Each Employer and the Trustee acknowledge that under the Trust Deed:

- (i) The Employer may at any time by notice in writing to the Trustee terminate its participation in the Fund as from a date specified in the notice and accepted by the Trustee.
- (ii) The Trustee may by notice in writing to an Employer terminate the Employer's participation in the Fund on a date determined by the Trustee and specified in the notice

(b) The Trustee agrees that, in exercising the Trustee's discretions under the Trust Deed in relation to an Employer's participation:

- (i) On receiving notice from an Employer terminating the Employer's participation in the Fund, the Trustee will accept the date specified in the notice unless in the Trustee's opinion termination on that date:
 - (A) is not in the best interests of the affected Members; or
 - (B) would adversely affect other members of the Fund.
- (ii) The Trustee may not terminate an Employer's participation in the Fund in the first 60 months following the Commencement Date, unless in the Trustee's opinion an earlier date of termination is necessary having regard to the best interests of the affected Members and the other members of the Fund.
- (iii) If the Trustee proposes to terminate an Employer's participation in the Fund: the notice given to the Employer will specify a date of termination that is not less than 12 months after the date of the notice or such lesser period as the Employer agrees to, unless in the Trustee's opinion an earlier date of termination is necessary having regard to the best interests of the affected Members and the other members of the Fund.

10.2 Termination fees

Each Employer acknowledges that on termination of that Employer's participation in the Fund, the Trustee will charge reasonable fees and expenses incurred in winding up the Plan and transfer to another fund, or as set out in the **schedule** (if applicable).

10.3 Successor Fund transfer

- (a) The Trustee agrees that where the Principal Employer proposes by notice in writing a successor fund transfer on termination of the Plan the Trustee will make all reasonable efforts to co-operate with the Principal Employer and the trustee of the proposed transferring complying superannuation fund (**Transferring Fund**) and to act expeditiously and do everything that is reasonably necessary to implement a transfer on a successor fund basis, where the Trustee is able to do so in accordance with its obligations at law.
- (b) Following notice of a proposal from the Principal Employer to the Trustee under **clause 10.3(a)** the Trustee and the Principal Employer will mutually agree on a transition period for the transfer of the Plan to the Transferring Fund. If agreement cannot be reached between the Trustee and the Principal Employer within 2 weeks of the Trustee receiving the notice, the transition period will be 4 months.

11 Confidential information

11.1 Obligation of confidentiality

- (a) The Trustee must treat all information in its possession and control which relates to each Employer [CL1]as confidential, except information that is public knowledge other than as a result of a breach of this document, (**Confidential Information**) and must not disclose any Confidential Information except as permitted by **clause 11.2**.
- (b) To avoid doubt, the fact of an Employer's participation in the Fund is not regarded as confidential information of the Employer.

11.2 Permitted disclosure

Subject to all applicable laws, a disclosure of Confidential Information does not constitute a contravention of **clause 11.1(a)** where the disclosure is:

- (a) to the Trustee's employees, delegates, external advisers and any agents or sub-contractors the Trustee deals with in connection with the performance of its duties under the Rules of the Plan, provided that the recipient party keeps the Confidential Information confidential; and
- (b) to any court, statutory body or regulatory authority, or other person, where the Trustee has a legal or regulatory obligation to disclose or otherwise considers it appropriate to disclose.

11.3 Survival

The obligations of confidentiality imposed under this **clause 11** will survive termination of this document.

11.4 Privacy

Each party agrees to:

- (a) provide reasonable assistance to the other party to enable that other party to resolve any inquiry or complaint in relation to Personal Information of a Member; and
- (b) immediately notify the other party if any law prevents or may prevent that party from providing such assistance.

12 General

12.1 Amendment

- (a) This document may only be varied or replaced by a document executed by the Trustee and the Principal Employer.
- (b) This document is intended to set out the benefits of Members on the Commencement Date.
- (c) Without limiting **clause 12.1(a)**, if any provision of this document, including an omission, would have the effect that any Member'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 benefits effective as at the Commencement Date.

12.2 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.

12.3 Relationship of parties

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

12.4 Counterparts

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

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 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) 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.

12.10 Headings

Headings do not affect the interpretation of this document.

12.11 Deed

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

Schedule

Participating Employer details

Principal Employer

Principal Employer's Registered
Name:

GPC Asia Pacific Pty Ltd

Principal Employer's Trading
Name:

Repco, Ashdown-Ingram, Motospecs, RDA Brakes,
Global Auto Spares

Postal Address:

362 Wellington Road, Mulgrave Vic 3170

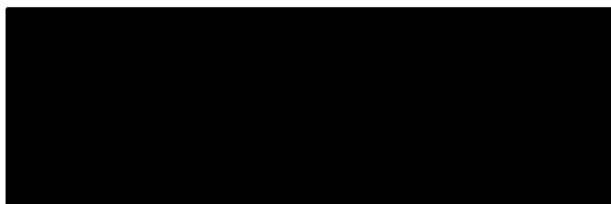
Street Address:

362 Wellington Road, Mulgrave Vic 3170

ABN:

97 097 993 283

Employer contact person:



Associated Employers

(1) Name: *McLeod Accessories Pty Ltd*

ABN: 16 010 831 071

Address: 362 Wellington Road, Mulgrave Vic 3170

(2) Name: *R&E Autos Pty Ltd*

ABN: 79 006 068 613

Address: 362 Wellington Road, Mulgrave Vic 3170

Commencement Date

1 February 2016

Plan details

Category identification:	Single category of Members entitled to accumulation benefits.
Eligibility criteria:	<p>All Employees that each Employer makes contributions for to the Former Fund, immediately before the Commencement Date, are eligible for membership of the Plan and their membership commences on the Commencement Date.</p> <p>Other Employees are eligible for membership of the Plan at the invitation of an Employer.</p>
Definition of 'Salary' (for insurance)	'Salary' is as defined in the Plan Policy. A Member's 'Salary' for calculating the Member's Insured Benefit is Salary last notified by the Employer, annualised.
Member contribution rate:	A Member may elect to contribute (from after tax earnings).
Employer contribution rate:	<p>Each Employer will contribute to the Plan in respect of each Employee the minimum amount required in order to avoid a charge under the <i>Superannuation Guarantee (Administration) Act 1992</i> (superannuation guarantee contributions).</p> <p>Each Employer may contribute 'salary sacrifice' contributions in respect of an Employee by prior arrangement with the Employee and Employer.</p> <p>Each Employer may contribute additional voluntary contributions from time to time at the Employer's discretion.</p>
Death/TPD insurance:	<p>Cover for permanent Employees</p> <p><i>Standard Cover for permanent Employees</i></p> <p>1 The Insured Benefit on death or Total and Permanent Disablement of a Member who is a permanent Employee is determined in accordance with the following formula:</p> <ul style="list-style-type: none"> - 3 x annual Salary; - less the Member's Retirement Credit at the date of death or Total and Permanent Disablement.¹ <p>2 Where a Member withdraws an amount from their Retirement Credit (whether as a benefit payment or by rollover or transfer to another Superannuation Entity),</p>

¹ 'Retirement Credit' is defined in clause 1.1 of the Trust Deed:

Retirement Credit means in relation to a Member at any time, the balance of the account established for the Member under **clause 5.5**.

	<p>the Member's Insured Benefit converts at the date of the withdrawal to a fixed dollar amount equal to the amount calculated under paragraph 1 as at the date of the withdrawal.</p> <p><i>Voluntary cover for permanent Employees</i></p> <p>3 Permanent Employees may at any time elect voluntary insurance cover by nominating fixed dollar amounts of voluntary cover, for death and Total and Permanent Disablement or death only.</p> <p>4 Transferred Members who are permanent Employees (who become Members on the Commencement Date) have from the Commencement Date the same amount and type of voluntary insurance cover as their voluntary insurance cover in the Former Fund immediately before the Commencement Date.</p> <p><i>Changes to cover for permanent Employees</i></p> <p>5 Permanent Employees may elect to change their Insured Benefit at any time, in either or both of the following ways (if applicable):</p> <ul style="list-style-type: none"> (a) for cover determined in accordance with the formula in paragraph 1, a Member may cancel the cover, or reinstate cover previously cancelled; (b) for fixed dollar insurance cover, a Member may: <ul style="list-style-type: none"> (i) nominate a different fixed dollar amount; (ii) cancel the voluntary insurance cover; (iii) add or cancel cover for Total and Permanent Disablement. <p><i>Special arrangements</i></p> <p>6 The Members listed in Appendix A have the Insured Benefits specified in Appendix A instead of the Insured Benefits specified in this schedule.</p> <p><i>Underwriting for permanent Employees</i></p> <p>7 The following changes to insurance cover for a permanent Employee are subject to acceptance by the insurer:</p> <ul style="list-style-type: none"> (a) an amount of cover in excess of the automatic acceptance limit in the Plan Policy; (b) an application for an amount of voluntary insurance cover; (c) an application for an increase in the amount insurance cover; (d) an application for reinstatement of any insurance cover that was previously cancelled.
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	<p>Cover for casual Employees</p> <p><i>Units of cover</i></p> <p>8 The Insured Benefit on death or Total and Permanent Disablement of a Member who is a casual Employee is the amount determined in accordance with a scale based on the Member's age, as set out in Appendix B.</p> <p>9 For casual Employees who join after the Commencement Date, default cover is one unit.</p> <p>10 Transferred Members who are casual Employees (who become Members on the Commencement Date) have from the Commencement Date the same number of units of death/TPD cover as the number of units of death cover they had in the Former Fund immediately before the Commencement Date.</p> <p><i>Changes to cover for casual Employees</i></p> <p>11 Casual Employees may elect to change their Insured Benefit at any time:</p> <ul style="list-style-type: none"> (a) by nominating additional units of cover; (b) by cancelling units of cover. <p><i>Underwriting changes for casual Employees</i></p> <p>12 The following changes to insurance cover for a casual Employee are subject to acceptance by the insurer:</p> <ul style="list-style-type: none"> (a) an application for additional units of cover; (b) an application for reinstatement of cover that was previously cancelled. <p><i>Availability of death/TPD cover</i></p> <p>13 Cover for death and Total and Permanent Disablement is available to age 67, except for Transferred Members who are age 65 or over at the Commencement Date.</p>
Income protection insurance:	<p><i>Eligibility</i></p> <p>14 Income protection insurance is available to permanent Employees working at least 15 hours per week, on the following basis:</p> <ul style="list-style-type: none"> (a) Transferred Members who have income protection cover in the Former Fund immediately before transfer to the Fund have income protection cover as at the Commencement Date. (b) Members who do not qualify for default cover under paragraph (a) or who have previously cancelled their cover can apply for cover subject to acceptance by the insurer.

	<p>(c) Members may elect to cancel cover at any time.</p> <p>Amount of Insured Benefit</p> <p>15 The amount of the Insured Benefit payable on the Member's Temporary Disablement is a monthly benefit equal to 75% of monthly Salary up to the automatic acceptance limit, payable for a maximum period of 2 years.</p> <p>16 A Member may nominate additional cover, for a total amount of monthly benefit up to 75% of monthly Salary, subject to acceptance by the insurer for an amount of cover in excess of the automatic acceptance limit in the Plan Policy.</p> <p>17 The monthly benefit commences to be payable after the end of the waiting period of 90 days from the date of the disability.</p> <p>18 The amount of the monthly benefit will be reduced as provided in the Plan Policy and will cease to be payable as provided in the Plan Policy.</p> <p>Availability of income protection cover</p> <p>19 Income protection insurance is available to age 65.</p>
Flat Administration Fees payable by:	Flat administration fees are debited to Member accounts.
Insurance premiums payable by:	Insurance premiums are debited to Member accounts.
Transfer of Service from one Plan Employer to another:	Sunsuper Trust Deed applies.

Plan Policy

Insurer name and ABN:	AIA Australia Limited ABN 79 004 837 861
Policy number:	N/A (Sunsuper policy)
Takeover terms: [complete where insurance provided under Sunsuper policy]	Standard FSC terms as defined in FSC Guidance Note 11 Group Insurance Takeover Terms dated 9 May 2013.
Special terms:	
Minimum period	N/A
[Complete where policy assigned from Transferor Fund]	

Employer obligations: administration and contributions

Contribution information:	Provide information about Employees' contributions through Sunsuper Employer Online using direct debit, or other agreed electronic format, for remittance.
New Member Information:	<p>Provide sufficient information through Sunsuper Employer Online for Trustee to establish member records.</p> <p>Encourage new Employees to submit completed application forms (where relevant).</p>
Withdrawals:	Notify when an Employee's employment with an Employer is terminated through Sunsuper Employer Online as soon as practicable
Salary data:	To be supplied by each Employer monthly.

Client relationship manager

Name of client relationship manager:	[REDACTED]
Telephone number:	[REDACTED]
Email:	[REDACTED]
Alternate client relationship manager:	[REDACTED]
Telephone number:	[REDACTED]
Email:	[REDACTED]
Client services hotline:	13 11 84

Fees

Fee type and when payable	Fee amount
Flat Administration Fee Payable weekly per member:	\$1.50
Percentage Administration Fee Payable from Fund assets and deducted prior to determination of unit prices:	0.10% per annum of the first \$800,000 of Member's account balance
Investment switch fee:	Nil
Investment fee:	See Product Disclosure Statement for list of investment options and fees applicable to each option*
Withdrawal fee Payable per benefit payment:	\$40
Insurance administration fee:	5% of premium (included in premium rates)
Other administration fees:	N/A
Incidental fees:	As set out in Product Disclosure Statement**

* Investment fees are estimates only, based on information available at the date of the current Product Disclosure Statement, and will vary from time to time without notice.

** Incidental fees include fees for Family Law requests and splits.

Information services

Employer:	<ul style="list-style-type: none"><input type="checkbox"/> Fund Annual Report<input type="checkbox"/> Regular newsletters with the latest information about the Fund, superannuation and investments in general<input type="checkbox"/> Access to Sunsuper Employer-Online and Clearing House<input type="checkbox"/> Access to call centre for each Employer's payroll staff on 13 11 84 (8am to 6.30pm; Mon - Fri)
Member:	<ul style="list-style-type: none"><input type="checkbox"/> Product Disclosure Statement<input type="checkbox"/> Annual Member Statements<input type="checkbox"/> Fund Annual Report<input type="checkbox"/> Web access to reporting on the performance of the various investment options<input type="checkbox"/> Web access to the latest information about the fund, superannuation and investment in general.<input type="checkbox"/> Member Online access to view and update personal information, view insurance details, check account balances, view beneficiary details, view contribution history, view and update investment strategies, request insurance and beneficiary forms<input type="checkbox"/> Newsletters and brochures<input type="checkbox"/> Access to call centre for Employees and each Employer's payroll staff on 13 11 84 (8am to 6:30pm; Mon – Fri)<input type="checkbox"/> Access to member education sessions on investment and superannuation topics.

Additional services

N/A

Execution

Executed as a deed.

Executed by Sunsuper Pty Ltd

[Redacted Signature]

Company Secretary/Director

[Redacted Signature]

Name of Company Secretary/Director
(print)

)
)

[Redacted Signature]

Director

[Redacted Signature]

Name of Director (print)

*Counterpart executed as an original by Sunsuper Pty Ltd
on 3 March 2016*

Execution by Principal Employer:

Executed by GPC Asia Pacific Pty

[Redacted Signature]

Name of Company Secretary/Director
(print)

)
)

[Redacted Signature]

Director

[Redacted Signature]

Name of Director (print)

Execution

Executed as a deed.

Executed by Sunsuper Pty Ltd

)
)

[Redacted]

[Redacted]

.....
Company Secretary/Director

.....
Director

[Redacted]

[Redacted]

Name of Company Secretary/Director
(print)

Name of Director (print)

Execution by Principal Employer:

Executed by GPC Asia Pacific Pty Ltd

)
)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Appendix A – Special insurance arrangements permanent Employees

These special arrangements apply to Category H (ex-Alesco) members of the Former Fund.

[illegible]

Surname	Given names	How insurance cover is calculated for death/Total and Permanent Disablement
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
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		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		15% of Salary x Years of Future Service to Age 65
		Other insured amounts
		1 Unit of Basic Death Only as per Appendix B
		0
		1 Unit of Death and TPD as per Appendix B
		Fixed Amount as advised on commencement date
		1 Unit of Death and TPD as per Appendix B
		Fixed Amount as advised on Commencement Date

Appendix B – Units of insurance cover casual Employees

1 Value of one unit of cover

The value of one unit of insurance cover is determined in accordance with the following scale:

Age last birthday (years)	Value of one unit (\$)
To age 35	\$60,000
36 – 40	\$42,900
41 – 45	\$25,600
46 – 50	\$13,100
51 – 55	\$6,600
56 – 60	\$3,300
61 – 66	\$1,700

2 Maximum number of units

The maximum number of units of cover that a casual Employee may elect is 10 units.