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Sunsuper Pty Ltd

Unilever Australia Limited

Superannuation Plan Agreement

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Date 30TH MARCH 2010

Parties

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

Unilever Australia Limited ABN 66 004 050 828 of 20 Cambridge Street, Epping, New South Wales (Principal Employer)

Background

- A The Trustee is the trustee of Sunsuper (Fund).
- B This document:
 - (a) is an application by the Principal Employer for admission as a Participating Employer of the Fund, under clause 3.1 of the Trust Deed;
 - (b) is an acknowledgement by the Trustee of its acceptance of that application; and
 - (c) in conjunction with the Benefit Agreement, constitutes a "Defined Benefit Agreement" for the purposes of clause 5.9(a) of the Trust Deed.
- C The parties agree that an Employer's participation in the Fund is governed by the terms of this document and the Benefit Agreement.
- D This document is a deed.

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Actuary means the actuary appointed in respect of the Sub-Plan.

Associated Employer means a Participating Employer that is bound by this document, other than the Principal Employer.

Benefit Agreement means the document titled "Benefit Agreement" entered into between the Trustee and the Principal Employer.

Benefit Guarantee for a Member listed in **appendix 2** means the amount specified for that Member in **appendix 2**.

Commencement Date means the commencement date specified in the schedule.

Employer means the Principal Employer and each Associated Employer, and (in relation to a Member who is an Employee) means the Employer by which that Member is employed.

Former Fund means the superannuation fund known as **Unilever Super**.

Sub-Plan means that part of the Fund which is attributable to the Principal Employer's participation (including Associated Employers, if any).

Trust Deed means 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 Sub-Plan.

1.3 Meaning of "Unallocated Account"

- (a) In this document "Unallocated Account" means the Unallocated Account maintained by the Trustee for the Principal Employer under clause 5.9(b) of the Trust Deed subject to this document.
- (b) Each Associated Employer acknowledges and agrees that:
 - (i) only one Unallocated Account will be maintained by the Trustee in respect of the Sub-Plan;
 - (ii) the Trustee will not maintain an unallocated account for it as a Participating Employer;
 - (iii) all references to "Unallocated Account" in clause 5.9 of the Trust Deed are references to the Unallocated Account maintained by the Trustee in respect of the Sub-Plan;
 - (iv) it has no beneficial interest in the Unallocated Account;
 - (v) references to the "Participating Employer" in clause 5.9(g) and clause 5.9(i) of the Trust Deed are references to the Principal Employer alone; and
 - (vi) clause 5.9 of the Trust Deed otherwise applies to it in relation to the Unallocated Account as a Participating Employer.

1.4 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. The words and phrases defined in the Trust Deed are listed in **appendix 1**.

1.5 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; and

- (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; and
 - (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) this document includes all schedules and appendices to it; and
 - (vi) a clause, schedule or appendix is a reference to a clause, schedule or appendix, as the case may be, of this document.

1.6 Headings

Headings do not affect the interpretation of this document.

1.7 Rules of Sub-Plan

- (a) The Rules of the Sub-Plan comprise:
 - (i) the Trust Deed;
 - (ii) this document; and
 - (iii) the Benefit Agreement.
- (b) This document and the Benefit Agreement together (**Benefit Arrangement**) are an arrangement entered into between the Trustee and the Employers for the purposes of clause 12 of the Trust Deed. Clause 2.8 of the Trust Deed is paramount but otherwise it is a term of the Benefit Arrangement that, to the extent to which there is any inconsistency between the Trust Deed and the Benefit Arrangement, the Benefit Arrangement prevails.

2 Participation

2.1 Application and acceptance of participation

- (a) The Principal Employer by execution of this document:
 - (i) applies to become a Participating Employer in the Fund; and
 - (ii) agrees to be bound by the Rules of the Sub-Plan.
- (b) The Trustee accepts the application and admits the Principal Employer as a Participating Employer in the Fund effective on the Commencement Date.
- (c) The Principal Employer nominates the companies named in the **schedule (Initial Associated Employers)** for admission as Participating Employers effective on the Commencement Date.
- (d) On receipt of:

- (i) an application by an Initial Associated Employer; and
- (ii) that Initial Associated Employer's agreement to be bound by the Rules of the Sub-Plan,

the Trustee agrees to accept the application and admit that Initial Associated Employer as a Participating Employer and Associated Employer in the Fund effective on the Commencement Date.

- (e) 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 and agreeing to be bound by this document and, if applicable, the Benefit Agreement. Each such company becomes a Participating Employer and Associated Employer in the Fund 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** or the Benefit Agreement.

2.3 Membership of Sub-Plan

- (a) An Employer acknowledges that:
 - (i) membership of the Sub-Plan is restricted to current Employees of the Employer from time to time, and persons entitled to pension benefits payable from the Sub-Plan;
 - (ii) on termination of an Employee's employment that person ceases to be a Member of the Sub-Plan unless they are entitled to a pension benefit payable from the Sub-Plan, but they 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) For the purposes of this document, an Employee of the Employer includes a person who is employed by an "associate" (as defined in SIS) of the Employer, where the associate and the Employer have agreed that benefits for that person are to be provided from the Sub-Plan.
- (c) The **schedule** will set out details of any agreement in respect of former Employees or Spouses of Employees who are not eligible for membership of the Sub-Plan.
- (d) 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 Sub-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 (but the Member remains a Member of the Fund unless the Member notifies the Trustee that the Member's benefit is to be transferred to another superannuation fund).

2.4 Appointment of Actuary

The Trustee agrees to consult with the Principal Employer, and consider any recommendation of the Principal Employer, in relation to the appointment of the Actuary. The Actuary must be qualified under SIS to act as actuary of a Regulated Superannuation Fund.

3 Employer obligations

Without limiting the obligations of an Employer under the Benefit Agreement, the Employer agrees with the Trustee:

- (a) to promptly remit 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**;
- (c) to promptly notify the Trustee if superannuation guarantee contributions commence to be made to another superannuation fund for any Employee.

4 Insurance

4.1 Insurer

- (a) The insurer for the Sub-Plan and the details of the Policy of Insurance as at the Commencement Date are noted in the **schedule**.
- (b) Where a Policy of Insurance noted in the **schedule** is assigned to the Trustee, the Trustee agrees to maintain the Policy of Insurance with the insurer for the minimum period (if any) prescribed in the **schedule**. Otherwise, the Trustee may cancel the Policy of Insurance, modify the terms of the Policy of Insurance or take out a replacement Policy of Insurance with another insurer on whatever terms the Trustee determines. However, the Trustee agrees to consult the Principal Employer in relation to any cancellation, replacement or material modification of the Policy of Insurance.
- (c) The Trustee will use its best endeavours to insure death and disablement benefits payable in accordance with the **schedule** and the Benefit Agreement. 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,

(but where a Benefit Guarantee applies, the benefit payable on death or Total and Permanent Disablement must not be less than the amount of the Benefit Guarantee).

4.2 Assignment of Policy of Insurance

The parties acknowledge it is intended that the Policy of Insurance noted in the **schedule** is to be assigned to the Trustee effective from the Commencement Date.

4.3 Employer obligation to notify

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

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

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

4.4 Cessation of Sub-Plan insurance cover

- (a) Insurance cover under the Sub-Plan ceases on the day a person ceases to be a Member of the Sub-Plan, unless (subject to the applicable Policy of Insurance):
 - (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 Sub-Plan remains a member of the Fund, insurance cover may continue to be available on such terms as are offered by the Trustee.

5 Fees

5.1 Fees at Commencement Date

- (a) The parties agree that:
 - (i) the fees and charges which the Trustee will deduct from the Sub-Plan; and
 - (ii) the manner in which fees and charges will be deducted, as at the Commencement Date are as set out in the **schedule**.
- (b) The **schedule** includes an agreement between the Trustee and the Employers in relation to the extent to which certain fees and charges applicable to Member accounts will be funded by the Employers.

5.2 Changes to fees

- (a) Except as provided in **clause 5.2(b)**, the Trustee may change the fees and charges applicable to the Sub-Plan at any time.
- (b) The Trustee agrees not to increase the administration fees for the minimum period set out in the **schedule** (other than by the increase in Average Weekly Ordinary Time Earnings referred to in the **schedule**), subject to **clause 5.2(c)**.
- (c) The Trustee reserves the right to vary administration fees before the end of the minimum period, where:
 - (i) the Principal Employer alters its requirements in respect of administration of the Sub-Plan; or
 - (ii) changes in the legislative environment necessitate an increase in fees for all equivalent clients due to administration cost increases but, if so, the increase in administration fees is limited to the extent attributable to the changes in the legislative environment.

6 Services

6.1 Employer and Member services

- (a) The Trustee will provide to the Principal Employer the information services set out in the **schedule**.
- (b) The Trustee will provide to Members the information services set out in the **schedule**.

6.2 Client relationship manager

- (a) The Trustee will assign a client relationship manager as key contact, and a second contact person, for the Principal Employer and policy committee, to resolve issues and manage the delivery of services to Members.
- (b) Details of the client relationship manager as at the Date of Commencement are set out in the **schedule**. The Trustee will notify the Principal Employer of any changes from time to time.

6.3 Policy committee services

The Trustee will provide the policy committee services set out in the **schedule**.

6.4 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 policy committee. Fees for additional services are paid on a consultancy basis to be agreed as required.

6.5 Liability of the Trustee

An Employer acknowledges that:

- (a) the Trustee will not advise the Employer on the Employer's legal obligations in relation to:
 - (i) the provision of superannuation benefits for Employees; or

- (ii) the provision of information or advice to Employees about superannuation; and
- (b) 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 such obligations.

7 Investment options

7.1 Accumulation benefits

Members entitled to accumulation benefits will be offered the investment options set out in the Product Disclosure Statement of the Fund . The default investment option is Sunsuper Balanced. The Trustee may vary the available investment options from time to time.

7.2 Defined benefits

- (a) The Principal Employer acknowledges that under the Trust Deed the Trustee may consider, but is not bound by, any recommendation of the Principal Employer as to the investment option for the Unallocated Account.
- (b) As at the Commencement Date, the investment option for the Unallocated Account is Sunsuper Balanced.
- (c) The Trustee agrees to consult the Principal Employer in relation to any material modification to the investment option in which the Unallocated Account is invested, and to give appropriate consideration to the recommendations of the Principal Employer having regard to the Principal Employer's interest in the Unallocated Account and obligations as Principal Employer for the Sub-Plan.

8 Termination

8.1 Termination procedure

The Trustee and each Employer agree to the following arrangements in relation to termination of participation:

- (a) the Trustee will consent to termination of an Employer's participation on reasonable notice from that Employer;
- (b) the Trustee will give an Employer not less than twelve months notice of termination of the Employer's participation in the Fund (unless the Employer agrees to a shorter notice period);
- (c) the Principal Employer may terminate the participation of all Employers by reasonable notice to the Trustee;
- (d) the Sub-Plan terminates where the participation of all Employers terminates.

8.2 Termination fees

An Employer acknowledges that on termination of the Sub-Plan, the Trustee will charge fees and expenses incurred in winding up the Sub-Plan and transferring benefits to another fund on the following basis:

- (a) where termination is implemented by a successor fund transfer:
 - (i) withdrawal fees will not be charged to Members;
 - (ii) fees and expenses charged will not be greater than the costs incurred by the Trustee of implementing the transaction;
- (b) where termination is implemented by transfer of Members with their individual consent, the applicable withdrawal fee for each Member will be charged.

However the Trustee agrees not to charge these fees and expenses where the Sub-Plan is wound up by the Trustee giving notice to the Employers.

8.3 Successor fund transfer

The Trustee agrees that where the Principal Employer proposes a successor fund transfer on termination of the Sub-Plan the Trustee will make all reasonable efforts to co-operate with the Principal Employer and the trustee of the proposed receiving fund to implement a transfer on a successor fund basis, where the Trustee is able to do so in accordance with its obligations at law.

9 General

9.1 Amendment

- (a) If the Trustee amends the Trust Deed in a way which would, but for this **clause 9.1(a)**, affect the terms of this document and/or the Benefit Agreement, this document and the Benefit Agreement, as applicable, prevail. This **clause 9.1(a)** is subject to the Trustee meeting a requirement of Superannuation Law.
- (b) This document and the Benefit Agreement may only be varied or replaced by a document executed by the Trustee and the Principal Employer (**Amendment**) which complies with the requirements for amendment to the Trust Deed and this **clause 9.1**.
- (c) An Amendment to:
 - (i) the Benefit Agreement;
 - (ii) any of **clauses 10 - 13** inclusive of this document; or
 - (iii) the provisions of this document in respect of Benefit Guarantees, may only take effect in respect of a Member if:
 - (iv) the Actuary determines that the Amendment will not reduce the amount of the benefits presently or prospectively payable in respect of the Member (or beneficiary whose entitlement derives from the membership of such Member) to the extent that such benefits have accrued in respect of the period to the date of amendment; or
 - (v) the Amendment is approved by the Member (or beneficiary whose entitlement derives from the membership of such Member),

and, where there are Defined Benefit Members who had a defined benefit interest in the Former Fund as at 5 September 2006, if the Trustee has sought and obtained advice from the Actuary about whether

the conditions in section 292-170(6)(d) of the *Income Tax Assessment Act 1997* will be satisfied.

- (d) An Amendment must not:
 - (i) increase a Defined Benefit Member's obligations without the Member's consent;
 - (ii) curtail the rights of a Category B Member or Category D Member under the Benefit Agreement without the Member's consent, unless the variation or replacement is required to keep the Sub-Plan on an actuarially sound basis.
- (e) This document and the Benefit Agreement are intended to set out the benefits of Members on the Commencement Date. Without limiting the preceding paragraphs of this **clause 9.1**, if any provision of this document or the Benefit Agreement, 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 the Benefit Agreement or take such other action as is necessary to correct the Member's benefits effective as at the Commencement Date.

9.2 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.

9.3 Relationship of parties

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

9.4 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one document. A party may execute this document or any counterpart and exchange it by fax and the fax will be accepted as an original.

10 Additional provisions – termination of Sub-Plan

10.1 Termination of participation

This **clause 10** applies to the assets of the Sub-Plan on termination of the Sub-Plan.

10.2 Arrears of contributions

- (a) Any contributions in arrears at the termination date must be paid immediately.
- (b) The Trustee must not accept any contributions, other than arrears, after the termination date.

10.3 Application of assets by transfer to another fund

On termination, the Trustee must:

- (a) transfer the assets of the Sub-Plan on conditions determined by the Trustee and approved by the Actuary (including for the allocation of assets to Members) to another fund open to the Members; or
- (b) realise the assets and apply them in accordance with **clause 10.4**.

10.4 Application of assets by realisation and distribution to Members

On termination, the Trustee must apply the assets of the Sub-Plan in this order of priority:

- (a) To provide in full for all pensions in the course of payment;
- (b) To provide for the costs of liquidating the Sub-Plan and all expenses and liabilities (other than benefits) for which the Trustee is or may become liable;
- (c) To distribute the balance of the assets of the Sub-Plan among Members in proportion to the value of their pensions or other benefits at the termination date as determined by the Actuary or used in any other manner which, in the opinion of the Trustee, would be in the best interests of Members provided that the amount paid to or in respect of a Member who is only entitled to accumulation benefits is not more than would have been payable to that Member had they ceased Service with an Employer on the termination date.

10.5 Distribution where no beneficiaries in Sub-Plan

If at any time there are no beneficiaries entitled to benefits or beneficiaries who will become entitled to benefits from the Sub-Plan (other than the Principal Employer), the Trustee may, or must if directed by the Principal Employer, terminate the Sub-Plan and any assets remaining after payment of any expenses must be realised and distributed to the Principal Employer.

10.6 Payment of benefits

- (a) A Member may not receive a benefit under **clause 10.4** before Superannuation Law permits.
- (b) If a Member dies before receiving a benefit provided under **clause 10.4**, the Trustee must pay the benefit as if it were a death benefit.

10.7 Payment to Employers

On termination of the Sub-Plan, the Trustee may not pay any part of the Sub-Plan to the Principal Employer unless permitted by Superannuation Law.

10.8 Application of other clauses

On termination of the Sub-Plan and pending the final distribution of all the assets attributable to the Sub-Plan, the provisions of this document and the Benefit Agreement continue to apply, however, to the extent of any inconsistency between this **clause 10** and any other provision of this document or the Benefit Agreement, **clause 10** prevails.

11 Additional provisions – termination of participation by an Employer

11.1 Termination of participation

This **clause 11** applies where an Employer's participation in the Fund is to terminate, in circumstances where other Employers will continue to participate in the Fund.

11.2 Arrears of contributions

- (a) Any contributions payable by that Employer or that Employer's Employees, that are in arrears at the termination date, must be paid immediately.
- (b) The Trustee must not accept any contributions for or by the Employer's Employees, other than arrears, after the termination date.

11.3 Application of assets

- (a) On termination, the Trustee must determine the assets of the Sub-Plan (**Transferable Assets**) that are attributable to the benefits of Employees of that Employer (**Transferring Employees**).
- (b) The Trustee may with the approval of the Principal Employer and after obtaining the advice of the Actuary, adjust any benefit which is or may become payable to a Transferring Employee to the extent the Trustee considers appropriate and equitable. The amount of the Member's benefit for the purposes of calculating Transferable Assets is as so adjusted.
- (c) The Trustee may apply the Transferable Assets in any of the following ways (wholly or partly):
 - (i) retain in the Fund that part of the Transferable Assets attributable to those Transferring Employees who remain members of the Fund, allocated for the benefit of those Transferring Employees;
 - (ii) transfer to another Regulated Superannuation Fund open to the Employees of that Employer that part of the Transferable Assets attributable to Transferring Employees who transfer to that Regulated Superannuation Fund, on conditions determined by the Trustee and approved by the Actuary (including for the allocation of assets to Members).
- (d) Any pensions that have become payable in respect of former Employees of the terminating Employer, or their Dependants, remain payable from the Sub-Plan.

11.4 Payment to terminating Employer

On termination of an Employer's participation, the Trustee may not pay any part of the Sub-Plan to the Employer.

12 Additional provisions in relation to repatriation of surplus

12.1 Actuarial investigation

The Principal Employer may request the Actuary to investigate the financial position of the Sub-Plan and to provide a report to the Principal Employer and Trustee setting out, as at the date of the investigation:

- (a) the total net market value of the Unallocated Account;
- (b) the aggregate value of Defined Benefits presently or prospectively payable in respect of all Defined Benefit Members, and other beneficiaries in respect of Defined Benefit Members, which have accrued to that date; and
- (c) the difference between the amount in **paragraph (a)** and the amount in **paragraph (b)** or any lesser amount determined by the Actuary to be appropriate in the circumstances (**Sub-Plan Surplus**).

The Principal Employer must pay the Actuary's fees for an investigation and report under this **clause 12.1**.

12.2 Trustee to provide information to Actuary

If the Principal Employer requests an actuarial investigation under **clause 12.1**, the Trustee must provide the Actuary with such information as is reasonably requested by the Actuary.

12.3 Application of Sub-Plan Surplus

Subject to Superannuation Law, if the Actuary's report under **clause 12.1** shows a positive Sub-Plan Surplus, the Trustee may apply that portion of the Sub-Plan Surplus which is requested in a written proposal by the Principal Employer to the Trustee in the manner proposed by the Principal Employer.

13 Additional provisions in relation to adjustment of benefits

Subject to Superannuation Law, the Trustee may adjust any benefit otherwise payable under the Rules of the Sub-Plan with the consent of the Principal Employer. Any benefit adjusted under this **clause 13** will replace and apply in full satisfaction of any benefit otherwise payable in respect of a Member.

14 Additional provisions in relation to Unallocated Account

The Trustee confirms that:

- (a) the Trustee will allocate to the Unallocated Account the assets transferred to the Fund from the Former Fund that are not allocated to accumulation accounts for Members; and
- (b) the Unallocated Account is for the purpose of funding benefits provided by Employers for Employees, former Employees and their Dependants, or as otherwise contemplated in the Rules of the Sub-Plan.

Executed as a deed.

Executed by Sunsuper Pty Ltd)

[Redacted Signature]

Company Secretary/Director

[Redacted Name]

Name of Company Secretary/Director
(print)

[Redacted Signature]

Director

[Redacted Name]

Name of Director (print)

Executed by Unilever Australia)
Limited)

[Redacted Signature]

Company Secretary/Director

[Redacted Name]

Name of Company Secretary/Director
(print)

[Redacted Signature]

Director

[Redacted Name]

Name of Director (print)

Schedule

Participating Employer details

Principal Employer

Principal Employer's Registered Name: Unilever Australia Limited

Principal Employer's Trading Name: "Unilever Australasia"

Postal Address: Private Bag 2
Epping NSW 1710

Street Address: 20 Cambridge Street
Epping NSW 2121

ABN: 66 004 050828

Employer contact person:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Associated Employers

(as at Commencement Date)

For each company:

Name: Unilever Australia (Holdings) Proprietary Limited

ABN: 40 008 427 110

Address:

Name: Unilever Australia Trading Limited

ABN: 65 136 885 651

Address:

Name: Unilever Australia Supply Services Limited

ABN: 46 136 885 571

Address:

Commencement date 1 April 2010

Member categories

For each Category: Specify, or "as per Benefit Agreement"	
Category identification:	<p>Defined Benefit Categories</p> <p>Categories B, D and F: comprising all members of the Former Fund in the equivalent category in the Former Fund.</p> <p>Accumulation Category</p> <p>Single category comprising:</p> <ul style="list-style-type: none"> (a) all accumulation members of the Former Fund (Category H in the Former Fund), other than former Employees; and (b) from the Commencement Date, new Employees admitted as Members.
Eligibility criteria:	<p>Defined Benefit Categories</p> <p>As per Benefit Agreement</p> <p>Accumulation Category</p> <p>All members of Category H in the Former Fund, other than former Employees, are Members from the Commencement Date.</p> <p>New Employees are eligible at the invitation of the Employer.</p> <p>Sunsuper Solutions</p> <p>Members of the Former Fund who are former Employees and are not in receipt of a pension benefit (identified as "retained members") become members of Sunsuper Solutions from the Commencement Date.</p>
Definition of "Insurance Salary": (Accumulation Category)	<p>Insurance Salary is the Member's annual salary for the purpose of calculating the Member's Insured Benefit.</p> <p>At the Commencement Date, Insurance Salary of a Member means an annual amount advised by the Employer to the Trustee as being:</p> <ul style="list-style-type: none"> (a) in the case of a Member whose conditions of employment are governed by a site enterprise bargaining agreement, the base rate of remuneration of the Member together with all over-award payments (and in the case of a Notified Member, shift allowances) made by the Employer to the Member as part of their normal

	<p>remuneration but shall not include overtime or annual leave loading; or</p> <p>(b) in any other case, the base rate of remuneration of the Member together with any additional amount the Employer notifies is included as part of their normal remuneration.</p> <p>However the Employer may advise the Trustee that any Member's Insurance Salary is a higher amount.</p> <p>A Notified Member is a Member that the Employer notifies the Trustee is an Employee in respect of whom shift allowances are included in their Insurance Salary.</p>
Member contribution rate:	<p>Defined benefit categories</p> <p>As per Benefit Agreement</p> <p>Accumulation Category</p> <p>The Member may elect to contribute (from after tax earnings)</p>
Employer contribution rate:	<p>Defined Benefit Categories</p> <p>As per Benefit Agreement</p> <p>Accumulation Category</p> <p>The contributions paid by the Employer for each Member will be as determined by the Employer taking into account the minimum required under the <i>Superannuation Guarantee (Administration) Act 1992</i> – at the Commencement Date, 9% of ordinary time earnings up to the maximum contribution base.</p> <p>"Salary sacrifice" contributions are permitted by prior arrangement with the Employer.</p> <p>Additional voluntary contributions by the Employer are permitted.</p>
Death/TPD benefits:	<p>Defined Benefit Categories</p> <p>Death/TPD benefits as per Benefit Agreement.</p> <p>Accumulation Category – permanent Employees</p> <p>For permanent Employees, the benefit payable on death or Total and Permanent Disablement includes an Insured Benefit the amount of which is calculated as follows:</p> <p>15% of Insurance Salary applicable immediately before the Member's death or Total and Permanent Disablement, multiplied by the number of years</p>

	<p>(counting completed months as fractions of a year) from the date of death or Total and Permanent Disablement to age 65.</p> <p>Benefit Guarantee</p> <p>For Members listed in appendix 2, the amount of the benefit payable on their death or Total and Permanent Disablement must not be less than the amount specified in appendix 2 (Benefit Guarantee). However the Benefit Guarantee ceases to apply in respect of a Member where any part of the Member's benefit is withdrawn from the Member's account (whether at the Member's request or as required by law).</p> <p>Accumulation Category – casual and temporary Employees</p> <p>For casual and temporary Employees the benefit payable on death or Total and Permanent Disablement includes an Insured Benefit of a fixed dollar amount as negotiated with the insurer from time to time. At the Commencement Date the fixed dollar amount is \$50,000.</p> <p>Additional cover</p> <p>Additional voluntary insurance cover may be offered.</p> <p>Availability of cover</p> <p>All insurance cover is subject to acceptance by the insurer.</p>
Salary continuance insurance:	Not available from the Fund.
Administration fees and withdrawal fees payable by:	<p>Defined Benefit Categories</p> <p>Debited from the Unallocated Account, or payable by the Employer by additional contributions</p> <p>Accumulation Category</p> <p>Debited from the Unallocated Account, or payable by the Employer by additional contributions</p>
Insurance premiums payable by:	<p>Defined Benefit Categories</p> <p>Debited from the Unallocated Account</p> <p>Accumulation Category – permanent Employees</p> <p>Premiums for standard insurance cover are debited from the Unallocated Account, or payable by the Employer by additional contributions. For any additional voluntary insurance cover, premiums are debited from Member accounts.</p>

	<p>Accumulation Category – casual and temporary Employees</p> <p>Debited from Member accounts.</p>
	<p>Future arrangements</p> <p>An Employer may at any time notify the Trustee that part or all of the premiums:</p> <p>(a) for additional voluntary insurance cover for permanent Employees; or</p> <p>(b) for casual and temporary Employees, are to be debited from the Unallocated Account, or are payable by the Employer by additional contributions.</p>
Partial withdrawals	<p>Partial withdrawals are permitted from accumulation accounts, subject to Trustee requirements as notified from time to time (eg minimum balances).</p>
Transfer of Service from one Sub-Plan Employer to another	<p>The transfer of a Member from Service with one Employer to Service with another Employer is not a cessation of Service unless the Principal Employer and the Trustee declare it to be.</p>

Insurance

Insurer name and ABN:	AMP Life Limited ABN 84 079 300 379
Policy number:	9054945
Takeover terms (complete where insurance is to be provided under Sunsuper's existing Policy of Insurance):	Not applicable
Special terms:	Not applicable
Minimum period	

Employer obligations: administration and contributions

Contribution information:	Provide through Sunsuper Employer Online using direct debit for remittance.
New Member Information:	Provide sufficient information through Sunsuper Employer Online for Trustee to establish member records. Encourage Employees to submit completed application forms.
Withdrawals:	Notify terminating Employees through Sunsuper Employer Online as soon as practicable.
Salary data:	To be supplied by the Employer by 15 July of each year.

Client relationship manager

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

Fees

Fee type and when payable	Fee amount
Entry fee:	Nil
Contribution fee:	Nil
Administration fees	<p>Defined benefit categories: \$50,000 per annum</p> <p>Accumulation categories: \$1.80 (net) per accumulation member per week</p>
Investment switch fee:	Nil
Investment fee:	See Product Disclosure Statement for current list of investment options and fees applicable to each option
Withdrawal fee Payable per benefit payment:	\$40 (net)
Insurance administration fee:	Not applicable
Other administration fees:	<p>Administration of claims for death benefits which have been made to the Former Fund but are not resolved before the Commencement Date (and which are not the subject of any legal proceedings in the Former Fund): \$4,000 per claim**</p> <p>Administration of claims for disability benefits which have been made to the Former Fund but are not resolved before the Commencement Date (and which are not the subject of any legal proceedings in the Former Fund): \$6,000 per claim**</p>
Incidental fees	See Product Disclosure Statement
Special Terms – minimum period	The administration fees are applicable to 30 June 2012. The administration fees will not increase before 1 July 2010. From 1 July 2010 to 30 June 2012, the weekly administration fee may only increase in line with movements in Average Weekly Ordinary Time Earnings.

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

**Except for excluded claims as agreed between the Trustee and the trustee of the Former Fund.

Information services

Employer:	<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
Member:	<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 your employees and payroll staff on 13 11 84 (8am to 6:30pm; Mon – Fri) <input type="checkbox"/> Access to call centre for your employees and payroll staff on 13 11 84 (8am to 6:30pm; Mon – Fri) <input type="checkbox"/> Access to education sessions on investment and superannuation topics <input type="checkbox"/> Access to member advice centre
Policy Committee:	<input type="checkbox"/> Attendance at 4 meetings per year, including preparing agenda, report to committee and minutes for each meeting <input type="checkbox"/> Organisation and facilitation of an annual "Super Delegates Conference", including preparing agenda and conference materials, and arranging presenters <input type="checkbox"/> Provision of material for member representative elections (does not include conduct of election)

Other services

Any actuarial services or analysis will be provided as required and will be charged on a time-cost basis at Sunsuper's usual rates for actuarial services or at a quoted fixed fee if agreed. Sunsuper's hourly rate for actuarial and consulting services is \$275+GST for a qualified Actuary and appropriately lower rates for other qualified staff.*


**Fees apply as at the Commencement Date, and may increase from time to time.*

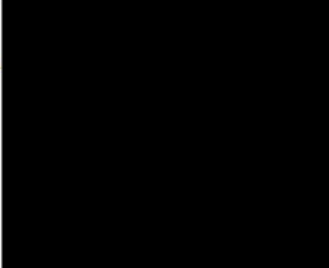
Appendix 1 - Definitions in Trust Deed

Words and phrases defined in the Trust Deed:

- Defined Benefit;
- Defined Benefit Member;
- Dependant;
- Employee;
- Insured Benefit;
- Participating Employer;
- Policy of Insurance;
- Regulated Superannuation Fund;
- SIS;
- Superannuation Law;
- Total and Permanent Disablement.

Appendix 2 – Benefit Guarantees

Name (Surname, First Name)	Benefit Guarantee (\$)
	512,007.84
	467,265.45
	420,618.47
	483,624.34
	525,439.24
	524,056.00
	440,914.00
	543,307.04
	1,665,229.00
	606,191.00
	641,325.42
	513,497.42
	384,097.70
	566,865.00
	610,272.48
	685,231.65
	651,008.23
	464,788.56
	555,154.15
	536,937.97
	889,206.12
	866,619.63
	246,609.30
	678,096.09
	1,042,481.00
	593,615.30
	499,570.70
	317,927.00
	556,241.06
	621,744.17
	518,193.75

Name (Surname, First Name)	Benefit Guarantee (\$)
	428,087.18
	379,531.21
	833,625.00
	257,311.53
	421,668.00