

CSF PTY LIMITED
ABN 30 006 169 286

MYLIFEMYMONEY SUPERANNUATION FUND
DEED OF AMENDMENT

IFS LEGAL
Ground Floor, 215 Spring Street
MELBOURNE VIC 3000
Tel: (03) 8677 3880
Fax: (03) 8677 3889
Ref: DOS:CATH/SF:140081

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MYLIFEMYMONEY Superannuation Fund

Deed of Amendment

CSF Pty Limited ABN 30 006 169 286 (Trustee)

Details

Date

This Deed of Amendment is dated the 25th day of FEBRUARY 2015

Parties

Name	CSF Pty Limited
ABN	30 006 169 286
Address	Level 1, 535 Bourke Street Melbourne,

Recitals

1. The Trustee is the trustee of a superannuation fund now known as the MYLIFEMYMONEY Superannuation Fund (**Fund**), established by a trust deed dated 11 January 1971 (as amended from time to time (**Trust Deed**)).
2. Under clause A14.2 of the Trust Deed, the Trustee may alter or modify any provisions of the Trust Deed on terms and conditions set out in clause A14.2 .
3. The Trustee wishes to amend the Trust Deed in the manner set out in this Deed.
4. In the opinion of the Trustee, the amendments set out in this Deed will not vary the main purpose of the Trust Deed, authorise the making of any payment by the Fund to any Employer of the Fund or diminish the value of the interest in the Fund of any Beneficiary.

Operative Provisions

1. Amendments

The Trust Deed is amended by:

- (a) Deleting all of the provisions (including all of the Divisions) of the Trust Deed; and
- (b) Inserting in their place the provisions set out in the Annexure of this Deed of Amendment.

2. Effective time

The amendments in clause 1 and contained in this Deed take effect from 1 April 2015.

3. Saving Provision

Notwithstanding any other provision in this Deed to the contrary, if any amendment contained in this Deed is not consistent with, or breaches the restrictions in the amendment power

contained in clause A14.2 of the Trust Deed, that amendment shall be of no effect and the provisions purported to be amended shall continue to be determined in accordance with the provisions of the Trust Deed as they existed prior to the date of amendment.

4. No resettlement of trust

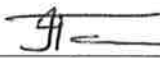
This Deed shall be construed only as operating to amend the Trust Deed and not establishing a new or different trust or superannuation fund.

EXECUTED as a deed

Executed by CSF Pty
Limited in accordance with Section 127 of
the *Corporations Act 2001*



Signature of director



Signature of ~~director~~/company secretary
(Please delete as applicable)

PETER J BUGDEN
Name of director (print)

JOSEPH V J FARRUGIA
Name of ~~director~~/company secretary (print)

Trust Deed

MYLIFEMYMONEY Superannuation Fund Annexure

General Provisions

1. Purpose, definitions and interpretation

1.1 Purpose

This Deed sets out the terms on which the Fund is established.

1.2 Definitions

Unless the contrary intention appears:

Account means an account maintained by the Trustee for a Beneficiary.

APRA means the Australian Prudential Regulation Authority

Beneficiary means a Member, a Dependant of a Member or any other person who is entitled to be paid a benefit from, or has an interest in, the Fund.

Benefit Arrangement means a benefit arrangement:

- (a) to which assets may be paid or transferred from the Fund; or
- (b) from which assets may be received into the Fund.

Binding Nomination means a nomination by a Member which complies with section 59(1A) of the SIS Act that directs that one or more persons are to receive all or part of the Member's Death Benefit and which has not expired or been revoked and which contains such conditions, determined by the Trustee.

Choice Product means a class of beneficial interest in the Fund that is not a MySuper Product.

Death Benefit means in relation to a Member, the benefit payable from the Fund in respect of the Member on their death.

Deed means this trust deed including the Rules.

Dependant means in relation to a Member or former Member a person whom the Trustee determines is at the relevant time:

- (a) a dependant of the Member within the meaning of that term as defined in the SIS Act; or
- (b) in the Trustee's opinion is wholly or partially dependant on the Member and includes a person whom the Member had an interdependency relationship.

Division means a division of the Fund established by the Trustee pursuant to clause 4.1(a) and set out in a schedule to this Deed.

Employer means a Participating Employer and in relation to a particular Member or Beneficiary, the Employer by which that Member is engaged or employed.

Fund means MYLIFEMYMONEY Superannuation Fund that is established and continued by this Deed and each Division or Sub-Division under this Deed and comprises the assets held by, and for, the Trustee in respect of that superannuation fund.

Fund Expenses means the costs and expenses of and incidental to the establishment, operation, management, administration, investment and termination of the Fund, including Tax, insurance costs and any fees or charges imposed on, or paid by, the Trustee.

General Provisions means the clauses numbered 1 to 13 inclusive of this Deed.

Governing Rules has the meaning contained in section 10(1) of the SIS Act.

Insured Benefit in respect of a Member means an amount (if any) payable to the Fund by an Insurer for and on behalf of a Member under a Policy.

Insurer means such insurer, insurers or re-insurance companies as the Trustee may determine from time to time.

Investment Option means a separate investment strategy for the investment of an amount of assets of the Fund.

Member means a person admitted as a member of the Fund and who has not ceased to be a member of the Fund.

MySuper Product means a class of beneficial interest which satisfies the requirements of clause 6.2.

Net Earnings means the return (whether positive or negative) of the Fund, a Division, Sub-Division, or an Investment Option determined by the Trustee in accordance with clause 7.3.

Nomination means a Binding Nomination or a Non-Binding Nomination.

Non-Binding Nomination means a nomination, in the format approved by the Trustee, by a Member requesting the Trustee to pay all of a Member's Death Benefit to one or more persons (including the Member's legal personal representative) in the proportions stated in the nomination.

Operational Risk Reserve means the operational risk reserve established pursuant to clause 5.5.

Participating Employer means an employer that participates in the Fund by arrangement with the Trustee under clause 5.3.

Policy means a policy of insurance obtained by the Trustee in connection with the Fund, Division or Sub-Division, whichever is relevant.

Power means a power, right, discretion, remedy, determination or authority of any nature and however arising (including a power or right to approve and a power which a person has a duty to exercise).

Prudential Standard means a Prudential Standard determined by APRA.

Regulator means in relation to a matter, the applicable person who exercises a statutory function in relation to the matter under the Relevant Law.

Relevant Law means:

- (a) the SIS Act;
- (b) the Prudential Standards;
- (c) the Corporations Act 2001 (Cth);
- (d) the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth);
- (e) the Superannuation (Resolution of Complaints) Act 1993 (Cth);

- (f) the Family Law Act 1975;
- (g) the Bankruptcy Act 1966;
- (h) the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth);
- (i) any other present or future law, ruling or guideline of Australia or a State or Territory of Australia which the Trustee is required to comply; and
- (j) any licence or registration conditions issued by a Regulator with which the Trustee is required to comply.

Reserve Account means the account established by the Trustee pursuant to clause 5.4(e).

Rules mean the rules set out in each Division or Sub-Division of this Deed.

SIS Act means the *Superannuation Industry (Supervision) Act 1993* (Cth) and any regulations promulgated or Prudential Standards made thereunder.

Sub-Division means a sub-division of the Fund as established by the Trustee pursuant to clause 4.1(a) as set out in a schedule to this Deed.

Successor Fund has the same meaning prescribed under the Relevant Law and a "Successor Fund transfer" shall operate in accordance with clause 9.3.

Tax means any Commonwealth or State or Territory of Australia tax, surcharge, levy, impost or duty (including any additional interest, fine, penalty or charge on those amounts) which is or might become payable in connection with the Fund, income of the Fund, payments or transfers of assets to or from the Fund, this Deed or anything done or which may be done under this Deed.

Trustee means the trustee for the time being of the Fund, whether original, additional or substituted.

1.3 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect the interpretation of this Deed; and
- (b) unless the content otherwise requires:
 - (i) an expression that is used in this Deed that is defined in the SIS Act has the same meaning in this Deed.
 - (ii) a reference to a document (including this Deed) includes a change or supplement to, or replacement or novation of, or a document which is incorporated into that document.
 - (iii) in order to avoid any provision of this Deed being declared void, voidable, unenforceable, illegal or invalid (collectively invalid), that provision must:
 - (A) be read down;
 - (B) changed; or
 - (C) severed,
 to avoid the invalidity.
 - (iv) a reference to a person includes an individual, body corporate, partnership, joint venture, association or authority.
 - (v) words importing the singular include the plural and vice versa and words importing a gender include any gender.

- (vi) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted by it and all regulations and statutory instruments issued under it.
- (vii) a reference to a clause is a reference to a clause of this Deed.

1.4 Applicable Law

This Trust Deed shall be governed and construed and shall take effect in accordance with the laws of the State of Victoria. The Employers, Trustee, Members and Beneficiaries shall accept the jurisdiction of the courts of Victoria.

2. Fund

2.1 Compliance with Relevant Law

- (a) Despite anything expressed or implied to the contrary in any other provision of this Deed, if there is a conflict between this clause 2.1 and any other provision of this Deed (including any provision which purports to override this clause 2.1), this clause 2.1 prevails.
- (b) The provisions of this Deed are subject to the Relevant Law and if:
 - (i) there is any inconsistency between the provisions of this Deed and the Relevant Law, the requirements of the Relevant Law prevail; and
 - (ii) the provisions of this Deed are to be read and construed on the basis that the requirements of the Relevant Law are incorporated in this Deed to the extent that they are applicable to the Fund.
- (c) The Trustee must comply with the requirements of the Relevant Law.

2.2 Amending the Deed

- (a) The Trustee may, subject to the Relevant Law, by deed, change, amend or replace all or any of the provisions of this Deed including this clause 2.2 with effect from the date specified in the relevant deed (which can be before, on or after the date of that deed) or, if no date is specified, on the date of the deed.
- (b) An amendment may not vary the main purpose of the Deed, namely to provide benefits to a Member on retirement or to the Dependents in the event of the death before retirement, authorise any payment to an Employer unless it is consistent with the Relevant Law or diminish a Beneficiary's interest in the Fund.

2.3 Termination of the Fund

- (a) The Trustee may terminate the Fund in its absolute discretion on such date as determined by the Trustee.
- (b) The Fund must be terminated if there is no trustee or the Relevant Law requires.
- (c) If the Fund is terminated, the proceeds of the Fund must be applied in the following order:
 - (i) to pay, or provide for, the payment of Fund Expenses;
 - (ii) to pay benefits to any entitled Beneficiaries; and
 - (iii) to pay any remaining assets in the Fund as determined by the Trustee in its absolute discretion.

3. Trustee

3.1 Nature of the Trustee

The Trustee must be a constitutional corporation or such other entity permitted under the Relevant Law. The Trustee shall hold such licences as required under the Relevant Law.

3.2 Resignation

The Trustee holds office until:

- (a) the Trustee exercises its right to resign as trustee of the Fund;
 - (b) the Trustee is not or is no longer empowered to act as a trustee; or
 - (c) the Relevant Law requires the Trustee to resign,
- and another person assumes the office of Trustee.

3.3 Appointing a new Trustee

If the Trustee ceases to hold office under clause 3.2, the retiring Trustee may appoint as the new Trustee such entity as permitted under the Relevant Law to be trustee of the Fund.

3.4 Transfer of assets

A retiring Trustee must execute all transfers, deeds or other documents necessary to transfer the assets of the Fund to the new Trustee as the new Trustee requires.

3.5 General Powers

Except as otherwise expressly provided in this Deed, the Trustee has complete management and control of the Fund and may, without limitation, exercise all the Powers of a natural person in order to:

- (a) delegate to third parties such powers, authorities and discretions on such terms as the Trustee determines;
- (b) properly administer, manage, maintain and invest the Fund, a Division or a Sub-Division; and
- (c) perform its duties.

3.6 Discretionary Powers

- (a) Except as otherwise expressly provided in this Deed, the Trustee has absolute and uncontrolled discretion in the exercise of any Power under this Deed.
- (b) The Powers conferred on the Trustee by this Deed are additional to and not in substitution for the powers exercisable by a trustee under the Relevant Law.
- (c) Subject to the Relevant Law, any determination made by the Trustee under this Deed to pay a benefit to a Beneficiary may at any time in the absolute discretion of the Trustee be varied, altered, revoked or replaced.

3.7 Liability and indemnity

Subject to the Relevant Law, the Trustee and each director or officer of the Trustee is exempted from any liability howsoever arising, and may be indemnified from the Fund on a full indemnity basis in respect of a liability, action, claim, counterclaim, set-off (including Fund Expenses) whatsoever arising or incurred while acting as Trustee or a director or officer of the Trustee.

3.8 Seeking and relying on advice or information

Subject to the Relevant Law, the Trustee may seek such advice as it determines and:

- (i) may rely on any opinion, advice, statement or information obtained from:

- (A) a Regulator;
 - (B) a Beneficiary or Participating Employer; or
 - (C) an Insurer, solicitor, consultant and broker; and
- (ii) is not liable for any loss by acting on that advice or anything done, suffered or omitted by it in doing so.

3.9 Delegation Power

- (a) The Trustee may appoint such person/s as it determines to act as a delegate, agent or adviser to the Trustee.
- (b) No person appointed by the Trustee is restricted by this Deed from:
 - (i) participating in the Fund or;
 - (ii) contracting with any person transacting with or associated with the Fund.

3.10 Unallocated amount

The Trustee can determine how to deal with any unallocated amounts held within the Fund.

3.11 The Rules

The Rules form part of the Deed and apply in relation to the Division or Sub-Division to which they are expressed to refer, or in which they appear.

4. Divisions and Sub-Divisions

4.1 Establishment and termination of a Division or a Sub-Division

The Trustee may:

- (a) establish one or more Divisions or Sub-Divisions on such terms and conditions that it determines (including establishing different classes of members); and
- (b) terminate a Division or Sub-Division and apply the assets in accordance with clause 2.3(c).

4.2 Division and Sub-Division Rules

- (a) A Division or Sub-Division is governed by this Deed and the Governing Rules for that Division or Sub-Division.
- (b) Within each Division or Sub-Division, the Trustee may establish such committees on such terms and conditions as it shall determine.
- (c) If there is an inconsistency between:
 - (i) A Governing Rule; and
 - (ii) A General Provision,
 the provision of the Governing Rule prevails to the extent of the inconsistency unless the Governing Rule expressly states that the General Provision prevails.

4.3 Movement between a Division or Sub-Division

Subject to the Relevant Law, the Trustee may without a Member's consent, transfer the Member's interest in the Fund or benefit between the Division or Sub-Division or classes of members in a Division or Sub-Division.

For the avoidance of doubt, a Member may belong to more than one Division or Sub-Division.

4.4 Assets and Liabilities

- (a) Subject to clause 4.4(b), the Trustee may determine that any liability that relates to:

- (i) a Division or Sub-Division must not be satisfied from the assets that are attributable to any other Division or Sub-Division; or
- (ii) a class of members (if any) established within a Division or Sub-Division must not be satisfied from the assets that are attributable to any other class of members within that Division or Sub-Division.
- (b) The Trustee can decide that clause 4.4(a) does not apply to certain liabilities provided that such a determination by the Trustee is in accordance with the Relevant Law, and must not operate so as to reduce the accrued benefits of the affected members.

5. Membership

5.1 Commencing membership

- (a) A person who:
 - (i) under the Relevant Law is:
 - (A) eligible to contribute, have contributions made on their behalf or have an amount rolled over or transferred to a Division or Sub-Division; or
 - (B) a non-member spouse; and
 - (ii) under the Governing Rules is eligible to participate in the Division or Sub-Division,

may apply to become a Member in a form and manner approved by the Trustee.
- (b) The Trustee may in its absolute discretion, with or without giving reason, accept, reject or delay consideration of a person's application to become a Member or impose terms and conditions in respect of a person's membership.
- (c) The Trustee may accept a payment by, or in respect of, a person who has not applied to become a Member in which case the person becomes a Member from the date determined under clause 5.1(d), notwithstanding that the person does not complete an application for membership.
- (d) A person becomes a Member from the date determined by the Trustee or, if the Trustee does not determine a date, from the date that the Trustee:
 - (i) accepts the application by a person to become a Member under clause 5.1(a); or
 - (ii) accepts the payment under clause 5.1(c) or
 - (iii) otherwise sets out in the Governing Rules of the Fund.

5.2 Ceasing membership

A Member ceases to be a Member:

- (a) on their death; or
- (b) when all of the Member's benefits are:
 - (i) paid to the Beneficiary;
 - (ii) transferred or rolled over to a Benefit Arrangement; or
 - (iii) otherwise satisfied or dealt with in accordance with the Relevant Law or this Deed.

5.3 Participating Employers

- (a) A person who, under the Governing Rules is eligible to participate in a Division or Sub-Division as a Participating Employer, may apply to become a Participating Employer in a form and manner approved by the Trustee.

- (b) The Trustee may in its absolute discretion, with or without giving reason, accept, reject or delay consideration of a person's application to become a Participating Employer or impose terms and conditions in respect of a person being a Participating Employer.
- (c) The Trustee may accept a payment by, or in respect of a person, notwithstanding that person has not applied to become a Participating Employer in which case the person becomes a Participating Employer from the date determined under clause 5.3(d).
- (d) A person becomes a Participating Employer from the date determined by the Trustee, or if the Trustee does not determine a date, from the earlier of the date that the Trustee:
 - (i) accepts the application by a person to become a Participating Employer under clause 5.3(a); or
 - (ii) accepts the payment under clause 5.3(c); or
 - (iii) as set out in the Governing Rules.
- (e) An Employer ceases to be a Participating Employer if:
 - (i) the Participating Employer gives the Trustee; or
 - (ii) the Trustee gives the Participating Employer,

written notice to that effect in accordance with the relevant Governing Rules.

5.4 Accounts

The Trustee:

- (a) must maintain financial records, accounts and financial statements as required under the Relevant Law; and
- (b) shall appoint an auditor to provide audit services to the Fund; and
- (c) may maintain any accounts it determines including accounts to record the benefits of the Beneficiaries and accounts for amounts which may become but are not yet vested in a Beneficiary; and
- (d) must credit or debit an account with any portion of any Fund assets (or any Fund Expense) it determines is attributable to that account and may otherwise credit and debit those accounts with any other amount and in any other manner it considers appropriate; and
- (e) may establish a Reserve Account for each Division or Sub-Division and credit to it any:
 - (i) contributions required to be credited to that account; or
 - (ii) amounts transferred from another fund; or
 - (iii) proceeds of insurance policies which are not credited to a Member's Account; or
 - (iv) amount which the Trustee determines is a reasonable provision for the payment of any Tax levied on the Fund, Division or Sub-Division,

provided that the Reserve Account can only be applied for the following purposes:

 - (A) payment of insurance premiums not otherwise payable from Member Accounts;
 - (B) payment of benefits to Members or Beneficiaries which are not payable from Member Accounts;

- (C) payment of Fund Expenses (including Tax); and
- (D) replacement of contributions otherwise payable by an Employer.

5.5 Operational Risk Reserve

- (a) Without limiting the generality of clause 5.4, the Trustee may establish an Operational Risk Reserve or such other Reserves as required or permitted by Relevant Law.
- (b) The Operational Risk Reserve must:
 - (i) be separately identifiable from member accounts and reserves held in the Fund for other purposes; and
 - (ii) provide an unrestricted commitment of funds to address losses arising from operational risk in a timely manner.
- (c) The Trustee may allocate and debit such amounts to the Operational Risk Reserve as the Trustee determines in accordance with a policy determined by the Trustee in relation to the operation of the Operational Risk Reserve and the Relevant Law.

5.6 Provision and disclosure of information

- (a) Each Beneficiary must:
 - (i) provide all information and evidence;
 - (ii) complete all documentary requirements;
 - (iii) comply with any medical assessment requirements of an Insurer; and
 - (iv) comply with such requirements,
requested by the Trustee.
- (b) The Trustee may refuse to admit a person as a Member or place conditions on the person's Membership if:
 - (i) the person does not comply with clause 5.6(a) to the satisfaction of the Trustee; or
 - (ii) the Trustee determines.

6. MySuper Products and Choice Products

6.1 Classes of membership interests

- (a) The Fund is divided into the following classes of beneficial interest as determined by the Trustee:
 - (i) one or more MySuper Products;
 - (ii) one or more Choice Products.
- (b) A Member may hold more than one class of beneficial interest in the Fund at any time.
- (c) Subject to the Relevant Law, the Trustee must allocate a Member's benefits in the Fund to one or more classes of beneficial interest.
- (d) Subject to the Relevant Law, a Member may transfer part or all of that Member's interest in the Fund between a MySuper Product and a Choice Product and vice versa.
- (e) Notwithstanding any other provision of this Deed, the Trustee must not transfer a Member's benefits in the Fund from a MySuper Product to:
 - (i) another MySuper Product in the Fund;

- (ii) a Choice Product in the Fund; or
- (iii) another Benefit Arrangement,
except:
- (iv) with the consent of the Member, which must be given within such period (if any) specified in the Relevant Law before the transfer occurs; or
- (v) as permitted by the Relevant Law.

6.2 MySuper Products

The Trustee may do all acts, matters and things as in the opinion of the Trustee are necessary or desirable to maintain an authorisation to offer a class of beneficial interest in the Fund as a MySuper Product.

Notwithstanding any other provision of this Deed, each MySuper Product in the Fund has the following characteristics:

- (a) the assets attributed to the MySuper Product must be invested in accordance with a single diversified investment strategy to the extent they are attributed to that MySuper product;
- (b) each Member who holds an interest in the MySuper Product must be entitled to access the same options, benefits and facilities in respect of that interest as required by the Relevant Law;
- (c) the Trustee must not attribute amounts to Members who hold that MySuper Product in a way that streams gains or losses that relate to any assets attributed to the MySuper Product to only some of those Members, except to the extent permitted by the Relevant Law;
- (d) the Trustee must use the same process to attribute amounts to Members who hold that MySuper Product, except where a different process is permitted under the Relevant Law;
- (e) if fee subsidisation is permitted, the Trustee may permit an Employer (**Subsidising Employer**) to subsidise the fees payable by Members in relation to the MySuper Product provided that subsidisation does not favour one Member holding a MySuper Product employed by the Subsidising Employer over another such Member who is employed by that Subsidising Employer;
- (f) the fees that can be charged by the Trustee in relation to the MySuper Product must comply with the requirements set out in the Relevant Law;
- (g) the only limitations imposed on the source or kind of contributions made by or on behalf of a Member who holds an interest in the MySuper Product are those permitted under the Relevant Law;
- (h) the Member's interest in that MySuper Product must not be replaced with a beneficial interest of another class in the Fund unless:
 - A. the replacement is with an interest in another MySuper Product within the Fund;
 - B. the Member who holds the MySuper Product consents in writing to that replacement; or
 - C. the replacement is otherwise permitted, or is required, by the Relevant Law.
- (i) the Member's interest in a MySuper Product must not be replaced with a beneficial interest in another superannuation entity unless:
 - A. the interest in that other superannuation entity is a MySuper Product and the replacement is permitted under the Relevant Law;

- B. the Member that holds that MySuper Product consents in writing to the replacement and the replacement is permitted under the Relevant Law; or
- C. the replacement is otherwise permitted, or is required under the Relevant Law.
- (j) the Trustee shall comply with any other requirements as required or prescribed by the Relevant Law in relation to a MySuper Product;
- (k) a pension cannot be paid from the MySuper Product, unless permitted or required under the Relevant Law.

7. Investments

7.1 Authorised Investments

- (a) The Trustee shall invest the assets of the Fund in a manner that complies with the Relevant Law and shall formulate, give effect to and review an investment strategy for the whole of the Fund and for each Investment Option.
- (b) Subject to the Relevant Law, the Trustee shall invest so much of the assets of the Fund not immediately required for the payment of benefit entitlements of Beneficiaries in such investments that the Trustee considers appropriate.

7.2 Member investment choice

- (a) The Trustee may permit a Member to direct the Trustee to invest all or a part of a Member's Account in one or more Investment Options on such terms and conditions as the Trustee considers appropriate.
- (b) If under clause 7.2(a) a Member directs the Trustee to invest all or a part of the Member's Account in an Investment Option, that investment is made for the benefit and risk of the Member and any income or gains or losses or expenses incurred in respect of that Investment Option must be attributed to the Member.
- (c) The Trustee is not liable to a Member for acting in accordance with the Member's choice of one or more Investment Options.
- (d) Where a notice of election of Investment Option by a Member has not been received, any amounts received in respect of the Member must be allocated to a MySuper Product.

7.3 Net Earnings

Net Earnings shall be determined by the Trustee (such rate being positive or negative) and attributed to a Member's account at such times and on such basis as determined by the Trustee.

8. Contributions

8.1 Permitted amounts

The contributions permitted to be paid to the Fund shall be detailed in the Rules set out in the Division or Sub-Division or as otherwise determined by the Trustee.

8.2 Overpaid contributions

The Trustee may repay any overpaid contributions:

- (a) where such contributions have been received contrary to the Relevant Law; or
- (b) where such contributions were paid by mistake.

9. Transfers

9.1 Transfers from a Benefit Arrangement

The Trustee may arrange for the transfer into the Fund of moneys from:

- (i) a Benefit Arrangement holding monies in respect of the Member; or
- (ii) such other person or entity as permitted under the Relevant Law, on such conditions agreed between the Trustee and the other person.

9.2 Transfers to a Benefit Arrangement

Subject to clause 6.1(e), the Trustee:

- (i) may transfer such part of a Member's benefit entitlement in the Fund as shall be requested by the Member to the Benefit Arrangement requested by the Member; and
- (ii) must transfer the benefit entitlement of a Beneficiary to a Benefit Arrangement as required by the Relevant Law.

9.3 Successor Fund Transfer

The Trustee may enter into an agreement or arrangement with a trustee of a Successor Fund, as defined under the Relevant Law, for the transfer of the Members' interest in the Fund without obtaining the consent of the Members, provided that the requirements of the Relevant Law are complied with.

10. Benefits

10.1 Terms and conditions of a Division, Sub-Division

The Trustee must set out in the Governing Rules or otherwise determine the details of benefits payable to a Beneficiary from the Fund.

10.2 When a benefit is payable

The Trustee shall pay all or part of any benefit entitlement as set out in a Division or Sub-Division subject always to compliance with the Relevant Law.

10.3 Calculation of the amount

A benefit entitlement of a Beneficiary shall be calculated in accordance with the Rules contained in the applicable Division or Sub-Division.

10.4 Manner of payment

The Trustee may pay or satisfy all or part of a benefit in any manner determined by the Trustee in accordance with the Deed and the Relevant Law.

10.5 Death Benefits

- (a) The Trustee may allow a Member to:
 - (i) make a Binding Nomination; or
 - (ii) make a Non-Binding Nomination.
- (b) An election to give a Binding Nomination or a Non-Binding Nomination must be in such form determined by the Trustee and in accordance with any requirements of the Relevant Law.

- (c) The Trustee:
 - (i) must, in the case of a Binding Nomination; and
 - (ii) may, in the case of a Non-Binding Nomination, give effect to the Nomination in accordance with its terms.

10.6 Requirements for a person claiming a benefit

The Trustee is not required to pay the benefit if the person claiming the benefit has not:

- (a) made a proper application to the Trustee in the form required by the Trustee;
- (b) provided any information that the Trustee has requested to substantiate the person's claim;
- (c) given instructions in relation to how the benefit is to be paid which is acceptable to the Trustee; or
- (d) provided completed documentation reasonably required by the Trustee.

10.7 Discharge and release

Subject to the Relevant Law, the Trustee is completely discharged in respect of any payment of a benefit or payment otherwise made in accordance with this Deed including a payment to a person the Trustee believes in good faith is entitled to the benefit.

11. Insurance

The Trustee shall have the power to take out or affect at the expense of the Fund one or more Policies in relation to the management of the Fund and the insurance arrangements of the Members on such terms and conditions as the Trustee, from time to time, agrees with an Insurer.

12. Family Law

The Trustee is empowered to undertake and take such actions in relation to contributions to the Fund and benefit entitlements of any Member or Beneficiary as may be required to comply with the Family Law Act 1975, regulations made under that Act and any other requirements under the Relevant Law.

13. Notices

Unless the Governing Rules state otherwise or as may be required to comply with the Relevant Law, a notice or other communication in connection with the Fund must be given to the Trustee in written form or sent by facsimile to its principal office in Victoria or sent to an email address approved by the Trustee.

Division 1 – Catholic Super Division

Definitions

Unless specifically set out below, the definitions contained in the Governing Provisions will apply to this Division and its Sub-Divisions.

Account Based Pension means a pension payable under the relevant Sub-Division in accordance with the Relevant Law.

Employer Sponsor has the same meaning contained in section 16(1) of the SIS Act.

Member Credit means in relation to a Member

- (a) the total balance of any Accounts held in the name of the Member;
- (b) the Insured Benefit (if any);
- (c) such other amount (if any) as the Trustee may from time to time determine.

Normal Retirement Age means 65 or such other age from which the Relevant Law allows the Trustee to pay a Member a benefit.

Pension means an Account Based Pension or such other pension permitted under the Relevant Law.

Pension Account means an Account maintained in respect of a Member in relation to the Pension Sub-Division.

Total and Permanent Disablement means in relation to a Member:

- (a) where the Trustee has effected a Policy in respect of total and permanent disablement of the Member, has the same meaning as it has in that Policy PROVIDED THAT to the extent that the definition of total and permanent disablement in the Policy contains a discretion which may be exercised by the Insurer (or a third party) or requires the Insurer (or a third party) to be satisfied, in its subjective opinion, as to certain facts, then the Trustee must exercise that discretion or have that opinion ; and
- (b) otherwise, as set out in the Governing Rules, provided always that the Relevant Law is complied with.

Total and Temporary Disablement shall where the Trustee has effected a Policy in respect of total and temporary disablement have the same meaning as ascribed to it under that Policy.

Employer Sponsored Catholic Super Sub-Division

A1. Contributions

Member Contributions

- A1.1 Subject to the Relevant Law, a Member make may make contributions of such amounts and at such times as the Member elects.

Employer Contributions

- A1.2 An Employer may contribute such amount as it determines or as otherwise agreed with the Member from time to time.

A2. Benefits

Retirement

- A2.1 Subject to the Relevant Law, a person who retires from employment on or after reaching the Normal Retirement Age is entitled to receive a benefit equal to the Member Credit.

Leaving Service

- A2.2 Subject to the Relevant Law and clause A2.3, a Member who ceases service with an Employer Sponsor and is not otherwise entitled to receive a benefit under clause A2 is entitled to receive the Member Credit.
- A2.3 Any part of the Member Credit entitlement that is required to be preserved shall be retained in the Fund in accordance with the Relevant Law or transferred to another Division or Benefit Arrangement.

Total and Permanent Disablement

- A2.4 Subject to the Relevant Law, a Member who suffered a Total and Permanent Disablement and is not otherwise entitled to receive a benefit under clause A2 is entitled to receive the Member Credit.

Total Temporary Disablement

- A2.5 Subject to the Relevant Law, a Member who suffered a Total and Temporary Disablement is entitled to receive an amount (if any) payable under that Policy.

Death

- A2.6 Subject to the Relevant Law, the benefit to be provided on the death of a Member is the Member Credit.

Personal Catholic Super Sub-Division

B1. Contributions

Member Contributions

- B1.1 Subject to the Relevant Law, a Member may make contributions of such amounts and at such times as the Member elects.

Other Contributions

- B1.2 Subject to the Relevant Law, the Trustee may accept contributions for and on behalf of a Member from such person or entity as permitted under the Relevant Law.

B2. Benefits

Retirement

- B2.1 Subject to the Relevant Law, a person who retires from employment on or after reaching the Normal Retirement Age is entitled to receive a benefit equal to the Member Credit.

Total and Permanent Disablement

- B2.2 Subject to the Relevant Law, a Member who suffered a Total and Permanent Disablement and is not otherwise entitled to receive a benefit under clause B2 is entitled to receive the Member Credit.

Total Temporary Disablement

- B2.3 Subject to the Relevant Law, a Member who suffered a Total and Temporary Disablement is entitled to receive an amount (if any) payable under that Policy.

Death

- B2.4 Subject to the Relevant Law, the benefit to be provided on the death of a Member is the Member Credit.

Pension Catholic Super Sub-Division

C1. Membership

Participants

- C1.1 Any person to whom the Trustee may pay a Pension may be admitted as a Member of this Sub-Division on such terms and conditions as shall be determined by the Trustee.

C2. Benefits

Pension Payments

- C2.1 The Trustee has the power to convert a benefit payable under this Division to a Pension on such basis as the Trustee determines which must also be in compliance with the Relevant Law.
- C2.2 Any Pension payable to a Member under this Sub-Division must comply with the minimum and maximum limits imposed under the Relevant Law and any other applicable requirements of the Relevant Law.
- C2.3 A Pension may not be transferred to any other person unless permitted by the Relevant Law.
- C2.4 Upon the death of a Member who is receiving a Pension, the balance of the Pension Account shall be paid in accordance with clause 10.5.

Division 2 – Catholic Health Super Division

Definitions

Unless specifically set out below, the definitions contained in the Governing Provisions will apply to this Division and its Sub-Divisions.

Account Based Pension means a pension payable under the relevant Sub-Division in accordance with the Relevant Law.

Employer Sponsor has the same meaning contained in section 16(1) of the SIS Act.

Member Credit means in relation to a Member

- (a) the total balance of any Accounts held in the name of the Member;
- (b) the Insured Benefit (if any);
- (c) such other amount (if any) as the Trustee may from time to time determine.

Normal Retirement Age means 65 or such other age from which the Relevant Law allows the Trustee to pay a Member a benefit.

Pension means an Account Based Pension or such other pension permitted under the Relevant Law.

Pension Account means an Account maintained in respect of a Member in relation to the Pension Sub-Division.

Total and Permanent Disablement means in relation to a Member:

- (a) where the Trustee has effected a Policy in respect of total and permanent disablement of the Member, has the same meaning as it has in that Policy PROVIDED THAT to the extent that the definition of total and permanent disablement in the Policy contains a discretion which may be exercised by the Insurer (or a third party) or requires the Insurer (or a third party) to be satisfied, in its subjective opinion, as to certain facts, then the Trustee must exercise that discretion or have that opinion ; and
- (b) otherwise, as set out in the Governing Rules, provided always that the Relevant Law is complied with.

Total and Temporary Disablement shall where the Trustee has effected a Policy in respect of total and temporary disablement have the same meaning as ascribed to it under that Policy.

Employer Sponsored Catholic Health Super Sub-Division

A1. Contributions

Member Contributions

- A1.1 Subject to the Relevant Law, a Member may make contributions of such amounts and at such times as the Member elects.

Employer Contributions

- A1.2 An Employer may contribute such amount as it determines or as otherwise agreed with the Member from time to time.

A2. Benefits

Retirement

- A2.1 Subject to the Relevant Law, a person who retires from employment on or after reaching the Normal Retirement Age is entitled to receive a benefit equal to the Member Credit.

Leaving Service

- A2.2 Subject to the Relevant Law and clause A2.3, a Member who ceases service with an Employer Sponsor and is not otherwise entitled to receive a benefit under clause A2 is entitled to receive the Member Credit.
- A2.3 Any part of the Member Credit entitlement that is required to be preserved shall be retained in the Fund in accordance with the Relevant Law or transferred to another Division or Benefit Arrangement.

Total and Permanent Disablement

- A2.4 Subject to the Relevant Law, a Member who suffered a Total and Permanent Disablement and is not otherwise entitled to receive a benefit under clause A2 is entitled to receive the Member Credit.

Total Temporary Disablement

- A2.5 Subject to the Relevant Law, a Member who suffered a Total and Temporary Disablement is entitled to receive an amount (if any) payable under that Policy.

Death

- A2.6 Subject to the Relevant Law, the benefit to be provided on the death of a Member is the Member Credit.

Personal Catholic Health Super Sub-Division

B1. Contributions

Member Contributions

- B1.1 Subject to the Relevant Law, a Member make may make contributions of such amounts and at such times as the Member elects.

Other Contributions

- B1.2 Subject to the Relevant Law, the Trustee may accept contributions for and on behalf of a Member from such person or entity as permitted under the Relevant Law.

B2. Benefits

Retirement

- B2.1 Subject to the Relevant Law, a person who retires from employment on or after reaching the Normal Retirement Age is entitled to receive a benefit equal to the Member Credit.

Total and Permanent Disablement

- B2.2 Subject to the Relevant Law, a Member who suffered a Total and Permanent Disablement and is not otherwise entitled to receive a benefit under clause B2 is entitled to receive the Member Credit.

Total Temporary Disablement

- B2.3 Subject to the Relevant Law, a Member who suffered a Total and Temporary Disablement is entitled to receive an amount (if any) payable under that Policy.

Death

- B2.4 Subject to the Relevant Law, the benefit to be provided on the death of a Member is the Member Credit.

Pension Catholic Health Super Sub-Division

C1. Membership

Participants

- C1.1 Any person to whom the Trustee may pay a Pension may be admitted as a Member of this Sub-Division on such terms and conditions as shall be determined by the Trustee.

C2. Benefits

Pension Payments

- C2.1 The Trustee has the power to convert a benefit payable under this Division to a Pension on such basis as the Trustee determines which must also be in compliance with the Relevant Law.
- C2.2 Any Pension payable to a Member under this Sub-Division must comply with the minimum and maximum limits imposed under the Relevant Law and any other applicable requirements of the Relevant Law.
- C2.3 A Pension may not be transferred to any other person unless permitted by the Relevant Law.
- C2.4 Upon the death of a Member who is receiving a Pension, the balance of the Pension Account shall be paid in accordance with clause 10.5.

Division 3 – My Life My Super Division

Definitions

Unless specifically set out below, the definitions contained in the Governing Provisions will apply to this Division and its Sub-Divisions.

Account Based Pension means a pension payable under the relevant Sub-Division in accordance with the Relevant Law.

Employer Sponsor has the same meaning contained in section 16(1) of the SIS Act.

Member Credit means in relation to a Member

- (a) the total balance of any Accounts held in the name of the Member;
- (b) the Insured Benefit (if any);
- (c) such other amount (if any) as the Trustee may from time to time determine.

Normal Retirement Age means 65 or such other age from which the Relevant Law allows the Trustee to pay a Member a benefit.

Pension means an Account Based Pension or such other pension permitted under the Relevant Law.

Pension Account means an Account maintained in respect of a Member in relation to the Pension Sub-Division.

Total and Permanent Disablement means in relation to a Member:

- (a) where the Trustee has effected a Policy in respect of total and permanent disablement of the Member, has the same meaning as it has in that Policy PROVIDED THAT to the extent that the definition of total and permanent disablement in the Policy contains a discretion which may be exercised by the Insurer (or a third party) or requires the Insurer (or a third party) to be satisfied, in its subjective opinion, as to certain facts, then the Trustee must exercise that discretion or have that opinion ; and
- (b) otherwise, as set out in the Governing Rules, provided always that the Relevant Law is complied with.

Total and Temporary Disablement shall where the Trustee has effected a Policy in respect of total and temporary disablement have the same meaning as ascribed to it under that Policy.

Employer Sponsored My Life My Super Sub-Division

A1. Contributions

Member Contributions

- A1.1 Subject to the Relevant Law, a Member make may make contributions of such amounts and at such times as the Member elects.

Employer Contributions

- A1.2 An Employer may contribute such amount as it determines or as otherwise agreed with the Member from time to time.

A2. Benefits

Retirement

- A2.1 Subject to the Relevant Law, a person who retires from employment on or after reaching the Normal Retirement Age is entitled to receive a benefit equal to the Member Credit.

Leaving Service

- A2.2 Subject to the Relevant Law and clause A2.3, a Member who ceases service with an Employer Sponsor and is not otherwise entitled to receive a benefit under clause A2 is entitled to receive the Member Credit.
- A2.3 Any part of the Member Credit entitlement that is required to be preserved shall be retained in the Fund in accordance with the Relevant Law or transferred to another Division or Benefit Arrangement.

Total and Permanent Disablement

- A2.4 Subject to the Relevant Law, a Member who suffered a Total and Permanent Disablement and is not otherwise entitled to receive a benefit under clause A2 is entitled to receive the Member Credit.

Total Temporary Disablement

- A2.5 Subject to the Relevant Law, a Member who suffered a Total and Temporary Disablement is entitled to receive an amount (if any) payable under that Policy.

Death

- A2.6 Subject to the Relevant Law, the benefit to be provided on the death of a Member is the Member Credit.

Personal My Life My Super Sub-Division

B1. Contributions

Member Contributions

- B1.1 Subject to the Relevant Law, a Member may make contributions of such amounts and at such times as the Member elects.

Other Contributions

- B1.2 Subject to the Relevant Law, the Trustee may accept contributions for and on behalf of a Member from such person or entity as permitted under the Relevant Law.

B2. Benefits

Retirement

- B2.1 Subject to the Relevant Law, a person who retires from employment on or after reaching the Normal Retirement Age is entitled to receive a benefit equal to the Member Credit.

Total and Permanent Disablement

- B2.2 Subject to the Relevant Law, a Member who suffered a Total and Permanent Disablement and is not otherwise entitled to receive a benefit under clause B2 is entitled to receive the Member Credit.

Total Temporary Disablement

- B2.3 Subject to the Relevant Law, a Member who suffered a Total and Temporary Disablement is entitled to receive an amount (if any) payable under that Policy.

Death

- B2.4 Subject to the Relevant Law, the benefit to be provided on the death of a Member is the Member Credit.

Pension My Life My Super Sub-Division

C1. Membership

Participants

- C1.1 Any person to whom the Trustee may pay a Pension may be admitted as a Member of this Sub-Division on such terms and conditions as shall be determined by the Trustee.

C2. Benefits

Pension Payments

- C2.1 The Trustee has the power to convert a benefit payable under this Division to a Pension on such basis as the Trustee determines which must also be in compliance with the Relevant Law.
- C2.2 Any Pension payable to a Member under this Sub-Division must comply with the minimum and maximum limits imposed under the Relevant Law and any other applicable requirements of the Relevant Law.
- C2.3 A Pension may not be transferred to any other person unless permitted by the Relevant Law.
- C2.4 Upon the death of a Member who is receiving a Pension, the balance of the Pension Account shall be paid in accordance with clause 10.5.