



Sunsuper Pty Ltd

ALS Limited

Superannuation Plan Agreement

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Date

21st April 2015

Parties

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

ALS Limited ACN 009 657 489 of Level 2, 299 Coronation Drive, Milton, Queensland
(Principal Employer)

Background

- A The Trustee is the trustee of Sunsuper (**Fund**).
- B This deed documents the continuing terms of agreement between the parties. It relies on, incorporates, amends and replaces where applicable the terms of agreement between the Trustee and the Principal Employer as documented in:
- (a) The signed Client Summary Report effective 1 February 2004
 - (b) any variation, notice or other agreement entered into by the parties from time to time since February 2004
- C The insurance arrangements, fees and other administrative details provided in the **Schedule** reflect the arrangement as at the **Effective Date** set out in the **Schedule**.
- D The parties agree that the Principal Employer and each Associated Employer (if any) which is a party to this document has been accepted by the Trustee as a Participating Employer of the Fund under clause 3.1 of the Trust Deed.
- E The parties agree that an Employer's participation in the Fund is governed by the terms of this document.
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Agreed terms

1 Definitions

1.1 Terms defined in this document

In this document these terms have the following meanings:

- | | |
|----------------------------|---|
| Associated Employer | (a) An associated employer named in the schedule ; or |
| | (b) A company which becomes an Associated Employer under clause 2.1(c) . |
| Business Day | A day which is not a Saturday, Sunday or bank or public |

	holiday in Brisbane.
Effective Date	The effective date specified in the schedule .
Employer	The Principal Employer and each Associated Employer (if any).
Sub-Plan	That part of the Fund which is attributable to the Principal Employer's participation (including Associated Employers, if any).
Sub-Plan Commencement Date	1 February 2004
Trust Deed	The trust deed of the Fund dated 1 October 1987 as amended.

1.2 Meaning of "Member"

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

1.3 Terms defined in Trust Deed

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

1.4 Rules of Sub-Plan

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

2 Participation

2.1 Application and acceptance of participation

- (a) The Principal Employer and the Associated Employers named in the **schedule** (if any):
 - (i) applied to become Participating Employers in the Fund as of or since 1 February 2004
 - (ii) agree to continue to be bound by the Rules of the Sub-Plan as set out in this document.
- (b) The Trustee:

- (i) accepted the application and admitted the Principal Employer and the Associated Employers named in the **schedule** (if any) as Participating Employers in the Fund effective 1 February 2004; and
 - (ii) confirms the ongoing status of the Principal Employer and the Associated Employers named in the **schedule** (if any) as Participating Employers in the Fund as at the Effective Date of this document.
- (c) The Trustee acknowledges that the Principal Employer may nominate other companies for admission as Participating Employers. The Principal Employer acknowledges that each such company will only be admitted on signing an application. Each such company becomes a Participating Employer and Associated Employer on acceptance by the Trustee of the company's application.

2.2 Employees

Details of the:

- (a) categories of membership;
- (b) types of contributions Members can make;
- (c) types of contributions Employers can make, including the rate of superannuation guarantee contributions; and
- (d) Insured Benefits,

are set out in the **schedule**.

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;
 - (ii) on termination of an Employee's employment, that person ceases to be a Member of the Sub-Plan but may remain a member of the Fund by arrangement with the Trustee;
- (b) Where an Employer commences making superannuation guarantee contributions to another superannuation fund in respect of an Employee, that Employee ceases to be a Member of the 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.

2.4 Default membership category

Unless advised otherwise by the Employer, a member will be automatically accepted into Category B.

2.5 Transfers between categories

Following the annual review of salaries, members will move from Category B to Category A provided they meet the eligibility criteria set out in the **schedule**. Any resultant increase in insurance cover will be automatically accepted by the insurer subject to the relevant acceptance conditions.

The Employer is required to notify Sunsuper of the eligible members following the annual review at or around 1 July each year.

When a member transfers between categories, the member's insured benefits will be adjusted as defined in the Insurance Benefits section. Members will be required to be underwritten where the new Insured benefit is in excess of the AAL.

2.6 Partial withdrawals permitted

A Member who withdraws part of their superannuation benefit, in accordance with legislative requirements and the Trustee's requirements from time to time, remains a Member of the Sub-Plan.

3 Employer obligations

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 insurance policy as at the Effective Date are noted in the **schedule**.
- (b) Where a policy noted in the **schedule** is assigned to the Trustee, the Trustee agrees to maintain the policy with the insurer for the minimum period (if any) prescribed in the **schedule**. Otherwise, the Trustee may cancel the policy, modify the terms of the policy or take out a replacement insurance policy with another insurer on whatever terms the Trustee determines.
- (c) The Trustee will use its best endeavours to insure death and disablement benefits payable in accordance with the **schedule**. However any benefit payable in respect of a Member will be reduced by any amount by which:

- (i) the insurance cover obtained is less than the insurance cover applied for; or
 - (ii) the claim paid by the insurer is less than the amount of insurance claimed.
- (d) From time to time the insurer and/or the rates of insurance and/or the insurance benefit design of the Sub-Plan may change as a result of scheduled insurance reviews. Rate changes may also be triggered outside of the scheduled rate guarantee periods if membership numbers of the Sub-Plan materially increase or decrease.

4.2 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.

4.3 Cessation of Sub-Plan insurance cover

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

The fees and charges applicable to the Sub-Plan as at the Effective Date are as set out in the **schedule**.

The fees charged include:

- An Administration fee which helps cover the operational costs of administering the Fund and providing some information and advice at no additional cost
- Indirect Costs which are comprised of two components:
 - o Indirect administration costs which also help cover the operational costs of administering the Fund and providing some information and advice at no additional cost.
 - o Indirect investment costs which are charged for managing each investment option and are made up of a base cost and performance cost. An allowance for these costs is included in the unit prices.

These are Sunsuper's standard fees and charges, and will change as and when the Trustee changes fees or charges in respect of the Fund generally.

6 Services

6.1 Employer and Member services

- (a) The information services available to the Principal Employer as at the Effective Date are set out in the **schedule**.
- (b) The information services available to Members as at the Effective Date are set out in the **schedule**.

6.2 Key contact

- (a) The Trustee will assign a key contact person, and an alternate contact person, to resolve issues and manage the delivery of services to Members.
- (b) Details of these contacts as at the Effective Date are set out in the **schedule**. The Trustee will notify the Principal Employer of any changes from time to time.

6.3 Trustee not liable for Employer obligations

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

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

7 Termination

7.1 Acknowledgement of rights to terminate

The Employer and the Trustee acknowledge that under the Trust Deed:

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

7.2 Termination fees

An Employer acknowledges that on any termination of the Principal Employer's participation the Trustee may charge reasonable fees and expenses incurred in winding up the Sub-Plan and transfer to another fund.

8 General

8.1 Amendment

- (a) This document may only be varied or replaced by a document executed by the Trustee and the Principal Employer.
- (b) This document is intended to set out the benefits of Members on the Effective Date.
- (c) Without limiting **clause 8.1(a)**, if any provision of this document, including an omission, would have the effect that any Member's benefits are not set out as intended, the Trustee may with the agreement of the Principal Employer make such changes to this document or take such other action as is necessary to correct the Member's benefits effective as at the Effective Date.

8.2 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.

8.3 Relationship of parties

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

8.4 Counterparts

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

8.5 Waiver and exercise of rights

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

8.6 Rights cumulative

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

8.7 Consents

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

8.8 Further steps

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

8.9 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Brisbane;
 - (vii) '\$' or 'dollars' is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;

- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

8.10 Headings

Headings do not affect the interpretation of this document.

8.11 Deed

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

Schedule

Participating Employer details

Principal Employer

Principal Employer's Registered Name: ALS Limited

Principal Employer's Trading Name: ALS Limited

Postal Address: Level 2, 299 Coronation Drive,
Milton 4064

Street Address: Level 2, 299 Coronation Drive,
Milton 4064

ACN: 009 657 489

Employer contact person: [REDACTED]

Associated Employers

ALS Industrial Pty Ltd ABN 21 006 353 046

Extreme Machining Australia Pty Ltd ABN 32 099 174 786

Ammtec Unit Trust ABN 40 396 637 856

Acirl Pty Ltd ABN 41 000 513 888

ALS Industrial Australia Pty Ltd ABN 50 126 728 103

Trustee for the Marc Unit Trust ABN 57 424 833 606

Acirl Quality Testing Services Pty Ltd ABN 66 003 451 876

ALS Oil & Gas Pty Ltd ABN 71 093 229 086

Australia Laboratory Services Pty Ltd ABN 84 009 936 029

Ecowise Australia Pty Ltd ABN 94 105 060 320

ALS Industrial Power Services Pty Ltd ABN 95 071 415 49

Effective Date 1 July 2013

Sub-plan details

Category identification:	Category A
Eligibility criteria:	Permanent senior employees who meet minimum level of salary requirements as agreed with the Employer as at the annual review.
Definition of 'Salary' (for Insured Benefits)	Base salary. This excludes overtime, superannuation guarantee contributions, bonus, allowances and any other discretionary payment.
Member contribution rate:	A Member may elect to contribute (from after tax earnings) subject to legislative requirements.
Employer contribution rate:	<p>As a minimum, the Employer will contribute to the Sub-Plan in respect of each Employee at the rate prescribed for the purposes of the <i>Superannuation Guarantee (Administration) Act 1992</i>.</p> <p>'Salary sacrifice' contributions are permitted by prior arrangement with the Employer.</p> <p>Additional voluntary contributions by the Employer are permitted.</p>

<p>Death and Total & Permanent Disablement (TPD) insurance:</p>	<p><u>Standard cover</u></p> <p><i>Full-time Employees</i></p> <p>The standard amount of Insured Benefit payable on Death or TPD for full-time employees is calculated using the Formula below.</p> <p>Formula: 20% of Salary as at last 1 July (or date membership commenced if later) multiplied by the number of years (counting completed months as fractions of a year) from 1 July preceding the date of death or TPD event (or date membership commenced if later than the last 1 July) to age 67.</p> <p>i.e. $20\% \times \text{Salary} \times \text{Years of Future Membership (to age 67)}$</p> <p>The Automatic Acceptance Limit (AAL) for basic death and TPD cover at the Effective Date is \$1,500,000. This amount is reviewed periodically.</p> <p><i>Part-time Employees</i></p> <p>Employees who originally joined Category A of the Sub-Plan as a part-time Employee will have standard death and TPD cover applied according to the Formula above.</p> <p>Employees in Category A who have transitioned from full-time to part-time employment status since joining the Sub-Plan will have the amount of their death and TPD cover changed from formula based to fixed cover.</p> <p>The fixed cover is the amount of cover determined by applying the Formula above to the full time salary as at the previous 1 July.</p> <p><u>Additional Cover</u></p> <p><i>Full time and Part time Employees</i></p> <p>Additional Death and TPD cover, Death only cover or TPD only cover is available, up to the maximum allowed by the Insurer, and on the terms and conditions as prescribed by the Insurer.</p>
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Income Protection (salary continuance) insurance:	<p>The amount of the Insured Benefit payable in the event of Temporary Disablement is a monthly benefit equal to 75% of Salary (less any offsets and up to a maximum of \$132,000 p.a.) for a maximum period of 2 years.</p> <p>The monthly benefit commences to be payable after the end of the waiting period of 90 days from the date of disability.</p>
Transfer of existing insurance cover	Members may be eligible to transfer any existing Death and TPD, Death only or TPD only cover and/or Income Protection cover (up to maximum amounts as set by the Insurer) to Sunsuper, subject to approval from the Insurer.
Administration Fees payable by:	Administration fees are debited from Member accounts
Insurance premiums payable by:	Premiums for insurance cover are debited from Member accounts
Transfer of Service from one Sub-Plan Employer to another:	If a Member transfers employment from one Sub-Plan Employer to employment with another Sub-Plan Employer, the Member remains a Member of the Sub-Plan and that transfer of service is not deemed to be retirement from Service for the purpose of the Trust Deed.

Category identification:	Category B
Eligibility criteria:	Unless otherwise agreed with the Employer, all new permanent and casual employees are eligible to join Category B of the sub-plan at the date they join the Employer.
Definition of 'Salary' (for Insured Benefits):	Base salary. This excludes overtime, superannuation guarantee contributions, bonus, allowances and any other discretionary payment.
Member contribution rate:	A Member may elect to contribute (from after tax earnings) subject to legislative requirements.
Employer contribution rate:	<p>As a minimum, the Employer will contribute to the Sub-Plan in respect of each Employee at the rate prescribed for the purposes of the <i>Superannuation Guarantee (Administration) Act 1992</i>.</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 and Total & Permanent Disablement (TPD) insurance:	<p><u>Standard cover</u> Standard death cover and standard TPD cover is provided on a fixed premium basis.</p> <p><u>Additional cover</u> Additional Death and TPD cover, Death only cover or TPD only cover is available on a fixed cover or fixed premium basis, up to the maximum allowed by the Insurer, and on the terms and conditions as prescribed by the Insurer.</p>

<p>Income Protection (salary continuance) insurance:</p>	<p><u>Permanent Employees</u></p> <p>Permanent employees can apply for Income Protection insurance cover through the sub-plan.</p> <p>The amount of the Insured Benefit payable in the event of Temporary Disablement is a monthly benefit equal to 75% of Salary (less any offsets) for a maximum period of 2 years.</p> <p>The monthly benefit commences to be payable after the end of the waiting period of 90 days from the date of disability.</p> <p>For the purpose of Income Protection insurance salary means the employee's pre-tax income derived from their occupation, less any expenses incurred in earning that income, <u>or</u> the salary amount advised by the Employer.</p> <p><u>Casual Employees</u></p> <p>Income Protection insurance is not available through the sub-plan for Casual Employees.</p>
<p>Transfer of existing insurance cover</p>	<p>Members may be eligible to transfer any existing Income Protection cover (up to a maximum set by the insurer) to Sunsuper, subject to approval from the Insurer.</p>
<p>Administration Fees payable by:</p>	<p>Administration fees are debited from Member accounts</p>
<p>Insurance premiums payable by:</p>	<p>Premiums for insurance cover are debited from Member accounts</p>
<p>Transfer of Service from one Sub-Plan Employer to another:</p>	<p>If a Member transfers employment from one Sub-Plan Employer to employment with another Sub-Plan Employer, the Member remains a Member of the Sub-Plan and that transfer of service is not deemed to be retirement from Service for the purpose of the Trust Deed.</p>

Policy of Insurance

Insurer name and ABN:	MetLife Insurance Limited ABN 75 004 274 882
Policy number:	Group Life policy number 3403 Income Protection policy number 8429

Employer obligations: administration and contributions

Contribution information:	Provide through Sunsuper Employer Online using direct debit, or other agreed electronic format, 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 as soon as possible following 1 July each year.

Key contact person

Name of key contact person:	[REDACTED]
Telephone number:	[REDACTED]
Email:	[REDACTED]
Alternate contact person:	[REDACTED]
Telephone number:	[REDACTED]
Email:	[REDACTED]
Member services hotline:	13 11 84

Fees

Fee type	Fee amount and when payable
Administration Fee	\$1.25 payable weekly per member.
Indirect costs	<p>Indirect costs include:</p> <p>1) <i>Indirect administration costs</i>; and</p> <p>2) estimated <i>indirect investment costs</i> as described in Clause 5 of the document</p> <p><i>Indirect administration costs</i> are calculated as 0.05% p.a. of account balance</p> <p><i>Indirect investment costs</i> vary per investment option.</p> <p>These indirect costs are deducted daily from the investment option as part of the calculation of the daily unit prices.</p> <p>See Product Disclosure Statement for list of investment options and fees applicable to each option*</p> <p>Example: As at 1 July 2014 the indirect cost ratio for a \$50 000 balance invested in the Lifecycle Investment Strategy would be 0.62% p.a. of account balance, which is \$310.</p>
Investment switch fee:	Nil
Withdrawal fee	Payable per benefit payment: \$40
Insurance administration fee:	5% of premium (included in premium rates)
Other administration fees:	N/A
Incidental fees:	As set out in Product Disclosure Statement**

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

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

Information services

Employer:	<p>Access to Sunsuper Employer-Online</p> <p>Fund Annual Report</p> <p>Regular newsletters with the latest information about the fund, superannuation and investments in general</p> <p>Access to Employer educations session on superannuation</p>
Member:	<p>Product Disclosure Statement and Plan guide</p> <p>Dedicated micro-site</p> <p>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</p> <p>Annual Member Statements</p> <p>Fund Annual Report</p> <p>Web access to reporting on the performance of the various investment options</p> <p>Web access to the latest information about the fund, superannuation and investment in general.</p> <p>Newsletters and brochures</p> <p>Access to member contact centre 13 11 84 (8am to 6:30pm; Mon – Fri)</p> <p>Access to member education sessions on investment and superannuation topics.</p>

Execution

Executed as a deed.

Executed by Sunsuper Pty Ltd

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Executed by ALS Limited on behalf of
all associated employers listed

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