

**VERSION 1**

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**Australian Retirement Trust Pty Ltd**

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**Oracle Corporation Australia Pty Limited**

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**Oracle Global Services Australia Pty Ltd**

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**Oracle Financial Services Software Pte Ltd**

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# Participation Deed

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## Parties

**Australian Retirement Trust Pty Ltd** ABN 88 010 720 840 of 30 Little Cribb Street, Milton, Queensland (**Trustee**)

**Oracle Corporation Australia Pty Limited** ABN 80 003 074 468 of 4 Julius Ave, North Ryde NSW (**Principal Employer**)

**Oracle Global Services Australia Pty Ltd** ABN 43 632 743 689 of 4 Julius Ave, North Ryde NSW and **Oracle Financial Services Software Pte Ltd** ABN 90 111 561 874 of 4 Julius Ave, North Ryde NSW (jointly referred to as "**Associated Employers**")

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## Background

- A The Trustee is the trustee of Australian Retirement Trust ABN 60 905 115 063 (**Fund**).
- B This document is:
- (a) an application by the Principal Employer, and each Associated Employer which is a party to this document, for admission as a Participating Employer of the Fund, under clause 3.1 of the Trust Deed; and
  - (b) acceptance by the Trustee of that application.
- C The parties agree that an Employer's participation in the Fund is governed by the terms of this document.

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## Agreed terms

### 1 Definitions

#### 1.1 Terms defined in this document

In this document these terms have the following meanings:

<b>Associated Employer</b>	An employer; (a) named in the <b>schedule</b> ; or (b) which becomes an Associated Employer under <b>clause 2.1(c)</b> .
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<b>Business Day</b>	A day which is not a Saturday, Sunday or bank or public holiday in Brisbane.
<b>Commencement Date</b>	The commencement date specified in the <b>schedule</b> .
<b>Eligible Fund</b>	Any provident, benefit, superannuation or retirement fund which is a complying superannuation fund within the meaning of Part IX of the Income Tax Assessment Act 1936 or is an Approved Deposit Fund or where consistent with the context herein, is a rollover annuity or a deferred annuity within the meanings given those terms by the SIS Act or such other like or unlike fund or annuity which the Trustee determines to be an eligible fund the acceptance of money or assets from or the payment or transfer of moneys or assets to which would not prejudice the most favourable tax treatment available to the Plan under Superannuation Law.
<b>Employer</b>	The Principal Employer and each Associated Employer.
<b>Plan</b>	That part of the Fund which is attributable to the Principal Employer's participation (including Associated Employers).
<b>Plan Assets</b>	The assets of the Fund that are attributable to the Plan and support the current liabilities of the Plan
<b>Plan Policy</b>	The policy (or policies) of insurance covering Members from time to time in accordance with <b>clause 3.1(b)</b> .
<b>Rules</b>	Has the meaning determined by clause 1.4.
<b>Trust Deed</b>	The instrument prepared under section 54 of the Superannuation (State Public Sector) Act 1990 (Qld) that, pursuant to the terms of a deed poll dated 16 February 2022, restated the provisions of the Superannuation (State Public Sector) Deed 1990 (Qld) as the trust deed governing the Fund (as amended).

## 1.2 Meaning of "Member"

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

## 1.3 Terms defined in Trust Deed

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

## 1.4 Rules of Plan

- (a) The Rules of the Plan comprise:
- (i) the Trust Deed; and

- (ii) this document.
- (b) Clause 14 of the Trust Deed shall apply as if set out in full in this deed and the references to 'this Deed' in that clause are references to this document, notwithstanding anything expressed or implied to the contrary in the Plan Rules.
- (c) Subject to clause 1.4(b), this document overrides the Trust Deed to the extent of any inconsistency between them.

## **1.5 Name of Plan**

Unless otherwise agreed between the Principal Employer and the Trustee, the name of the Plan is the Oracle Superannuation Plan.

# **2 Participation**

## **2.1 Application and acceptance of participation**

- (a) The Principal Employer and the Associated Employers:
  - (i) apply to become Participating Employers in the Fund; and
  - (ii) agree to be bound by the Rules of the Plan.
- (b) The Trustee accepts the application and admits the Principal Employer and the Associated Employers as Participating Employers in the Fund effective on the Commencement Date.
- (c) The Trustee acknowledges that the Principal Employer may nominate other companies for admission as Participating Employers. The Principal Employer acknowledges that each such company will only be admitted on signing an application in such form as the Trustee may reasonably require. Each such company becomes a Participating Employer and Associated Employer on acceptance by the Trustee of the company's application.

## **2.2 Agreed benefit features**

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

## 2.3 Membership of Plan

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

## 2.4 Partial withdrawals permitted

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

# 3 Insurance

## 3.1 Insurer

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

## 3.2 Limitations on Insured Benefits

- (a) Any benefit payable in respect of a Member will be reduced by any amount by which:

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

### **3.3 Cessation of Plan insurance cover**

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

### **3.4 SIS insurance rules**

The Trustee will ensure that insured benefits provided under the Plan are provided in accordance with the requirements related to insured benefits under SIS Act (SIS insurance rules). Where there is a conflict or inconsistency between the SIS insurance rules and a provision of the Rules, the SIS insurance rules prevail to the extent of the conflict or inconsistency.

## **4 Contributions**

### **4.1 Contributions**

- (a) Each Employer shall contribute to the Plan in respect of the Members in its employment the amounts required for the Employer not to be liable for the Superannuation Guarantee Charge in respect of the Member.
- (b) In addition to the contributions required to be made by a Member's Employer pursuant to clause 4.1(a) or otherwise, the Employer may contribute to the Plan in respect of the Member such further contributions as it shall decide or make an unallocated contribution to the Plan.

- (c) A Member may contribute to the Plan such contributions as the Member shall decide, and the Employer consents.
- (d) Subject to Superannuation Law each contribution received in respect of a Member will be credited to their Benefit Account.
- (d) (i) Provided that termination of the Plan pursuant to Clause 5 has not already commenced or a notice of termination has not been provided by the Principal Employer to the Trustee, the Employer may upon giving notice to the Trustee either:
  - (A) elect to contribute less than the amount required in accordance with the Rules; or
  - (B) cease to contribute,in respect of all or any of its Employees who are Members.
- (ii) If Clause 4.1(e)(i) is applied in respect of any Member the Trustee shall:
  - (A) appropriately adjust the contributions payable by that Member; and
  - (B) adjust the benefits payable in respect of that Member in such manner as is certified by the Trustee to be reasonable having regard to the interest of the Members generally but no such adjustment shall cause the payment of any amount less than the amount which under the SIS Act must be vested in the Member or greater than the benefit that would have been paid but for the operation of this Clause.
- (iii) The Trustee shall notify each Member in respect of whom benefits are adjusted pursuant to Clause 4.1(e)(ii) of the manner in which and the extent to which the contributions and benefits in respect of him or her are or will be affected in accordance with Superannuation law.
- (iv) No payment shall be made to a Member under this Clause while he or she continues to be employed by the Employer.
- (v) Benefits for Members who continue to be employed by the Employer after they have been adjusted as herein provided shall continue to be held by the Trustee under the trusts of the Plan for the benefit of those Members. Alternatively the Trustee may at a Member's request transfer such benefits in respect of that Member to another Eligible Fund or another product or arrangement within the Fund.



## 5 Application of Plan Assets on termination

### 5.1 Termination

- (a) The Principal Employer may at any time terminate the Plan in accordance with the provisions of this Clause.
- (b) The Principal Employer shall give the Trustee three (3) months' written notice of the termination of the Plan.
- (c) The Trustee shall not terminate the Plan with effect from a date that is earlier than the date on which it receives the notice of termination.
- (d) On receiving a notice of termination of the Plan the Trustee shall advise all Members in accordance with Superannuation Law accordingly.
- (e) When the period of notice has expired the Trustee shall not admit any further Employees to membership of the Plan and the Plan Assets shall be applied by the Trustee in the following order of priority but only to the extent to which the Plan Assets will allow:
  - (i) first, in paying the costs and expenses of winding up the Plan or such part thereof to the extent to which they are not paid by the Employers;
  - (ii) second, in securing for a Member, or a Member's Dependants or Personal Representative the benefits payable in accordance with the Rules where at the date on which the aforesaid notice of termination was received by the Trustee or during the period of notice as aforesaid a benefit was payable or became payable in respect of a Member as a result of his or her death or disablement while employed by the Employer and in respect of disablement was accepted by the insurer pursuant to the Plan Policy;
  - (iii) third, in securing a minimum benefit for each Member of the Plan or of such part thereof equal to the greater of:
    - (A) the total of the contributions made or deemed to have been made by the Member to the Plan in accordance with the Rules and transferred to the Plan from an Eligible Fund on behalf of the Member; or
    - (B) such minimum accrued benefit as is required to be paid to or in respect of the Member in accordance with the requirements of the SIS Act,
  - (iv) fourth, in securing such further proportion remaining of the Plan Assets as the Trustee and, if appropriate in all the circumstances, the Principal Employer agrees for each of the remaining Members including any Members who may have ceased to be employed by the Employer during the period of notice aforesaid but excluding those Members to whom clause 5.1(e)(ii) applies; and

- (v) last, in dividing any further balance amongst the Employers in such proportions as the Trustee in its absolute discretion determines.
- (f) In accordance with Superannuation Law the Trustee shall notify the Members, and Dependants and Legal Personal Representatives concerned of the manner and of the extent to which their benefits are or are to be affected and shall pay from the Plan the benefits to which they have become respectively entitled but no benefit shall, except to the extent that the SIS Act allows, be paid to a Member while the Member continues to be employed by an Employer. Alternatively, the Trustee may transfer all or part of that Member's benefits together with any other entitlements or other amounts in the Plan in accordance with the provisions of clause 6.3 of the Trust Deed.
- (g) Benefits for Members who continue to be employed by an Employer after they have been adjusted shall, subject to the earlier operation of clause 6.3 of the Trust Deed, continue to be held by the Trustee under the trusts of the Plan for the benefit of those Members.

## **5.2 Discontinuance of Contributions**

- (a) In the event of the winding up of an Employer for the purpose of reconstruction or amalgamation, the Principal Employer, in consultation with the Employer and the Trustee, shall make such arrangements for:
  - (i) the continuation of the Plan for the benefit of the Members employed by that Employer; or
  - (ii) for the inauguration of such other fund or funds for those Members, as the Principal Employer and the Trustee shall decide.
- (b) In the event of action commencing for the winding up of an Employer for reasons other than those specified in this Clause or in the event of a liquidator being appointed that Employer shall immediately notify the Trustee. The Trustee shall accept that notification as notice by the Principal Employer of its intention to terminate that part of the Plan as determined by the Trustee that represents the benefits of the Members employed by that Employer and shall apply the part of the Plan Assets that is applicable to that part of the Plan in accordance with the provisions of Clause 5 in every respect as though the Principal Employer had given notice of termination of the Plan as a whole but applying those provisions only to the Members upon whom the winding-up impacts.
- (c) In the event of an Employer calling a meeting of its creditors or should a receiver or receiver/manager or official manager or inspector be appointed in respect of an Employer that Employer shall immediately notify the Trustee to that effect. No benefit shall be paid from the Plan to or in respect of any Member who ceases to be employed by the Employer after the Trustee receives such notification or after the Trustee for any other reason form the opinion that the Employer is or may be in financial difficulties until:

- (i) the Trustee is satisfied that the Employer will continue in business in which case the Member's entitlements shall immediately be paid; or
- (ii) action is commenced to wind up the Employer in which case the provisions of Clause 5.2(b) shall apply.

### **5.3 Employer Leaving Group**

In the event of the Principal Employer deciding that an Employer has ceased to be an associated or subsidiary company or firm of the Principal Employer the Trustee shall make such arrangements in consultation with the Principal Employer and the Employer as will ensure the security of the relevant Members' benefits that have accrued in the Plan as a result of contributions made by or in respect of them to the date on which those arrangements become effective.

## **6 General**

### **6.1 Amendment**

- (a) Subject to the SIS Act and this clause 6.1, this document may only be varied or replaced by a document executed by the Trustee and the Principal Employer (amending deed).
- (b) Where an amendment reduces the benefits which have accrued as at the date of execution of the amending deed, of any Member then, subject to Clause 6.1(c) the amendment shall have no effect in relation to the Member unless the Member has in writing consented (whether before or after the date of execution of the amending deed) to the amendment.
- (c) Where an amendment would, but for this Clause 6.1(c), have no effect in relation to a Member and the amendment is, in the opinion of the Trustee, necessary in order to retain the most favourable tax treatment of the Plan (in particular, the Plan Assets) or otherwise within one of the exceptions specified under the SIS Act to the no effect requirement, then the amendment shall have effect notwithstanding the fact that the Member has not consented in writing to the amendment.
- (d) Any amendment to this document may, subject to the requirements of the SIS Act, be expressed to have retrospective effect from and including a date prior to the date of the making of such amendment (hereafter referred to as the "retrospective date") and in such case the said amendment is deemed to have been made (except for the purposes of Clause 6.1(b)) on the retrospective date.
- (e) The Trustee shall give to each affected Member in accordance with Superannuation Law, a written statement detailing the nature and the purpose of the amendment and any effect of such amendment on the entitlements of the Members.

## **6.2 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.

## **6.3 Relationship of parties**

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

## **6.4 Counterparts**

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

## **6.5 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.

## **6.6 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.

## **6.7 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.

## **6.8 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.

## **6.9 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.

## **6.10 Headings**

Headings do not affect the interpretation of this document.

## **6.11 Deed**

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

# Schedule

## Plan Details

### **1 Associated Employers**

Oracle Global Services Australia Pty Ltd ABN 43 632 743 689

Oracle Financial Services Software Pte Ltd ABN 90 111 561 874

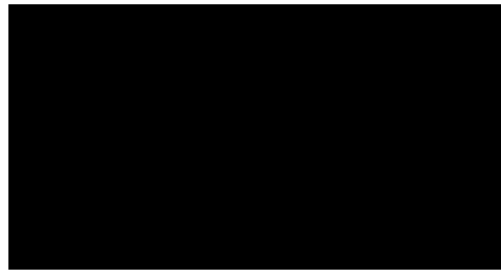
### **2 Commencement Date**

The Commencement Date of the Plan is 1 May 2023, unless otherwise agreed between the Principal Employer and the Trustee.

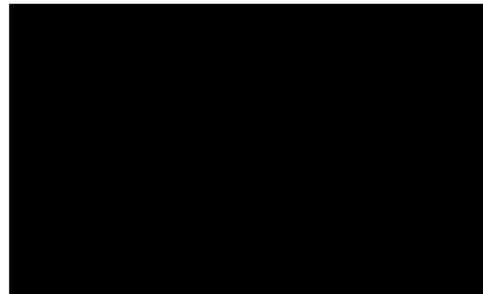
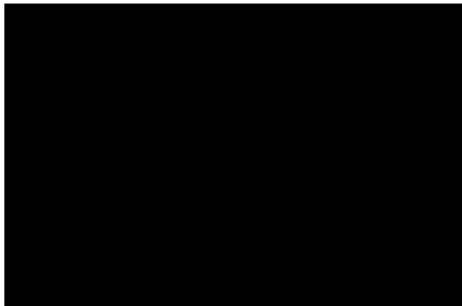
**Execution**

**Executed** as a deed.

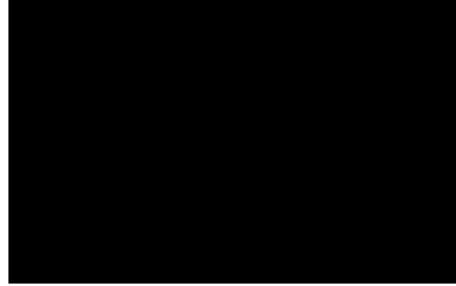
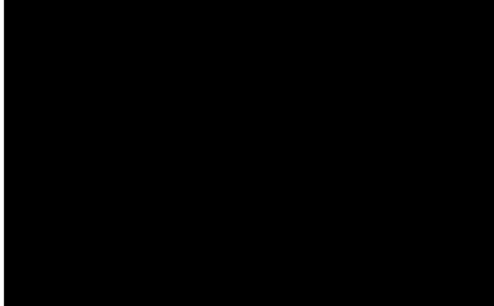
**Executed by Australian Retirement** )  
**Trust Pty Ltd ABN 88 010 720 840** in )  
accordance with section 127(1) of the )  
*Corporations Act 2001* )



**Executed by Oracle Corporation** )  
**Australia Pty Limited ABN 80 003 074** )  
**468** in accordance with section 127(1) )  
of the *Corporations Act 2001* )



**Executed by Oracle Global Services** )  
**Australia Pty Ltd ABN 43 632 743 689** )  
in accordance with section 127(1) of the )  
*Corporations Act 2001* )



**Executed by Oracle Financial** )  
**Services Software Pte Ltd ABN 90** )  
**111 561 874** in accordance with section )  
127(1) of the *Corporations Act 2001* )

