



# ADDITIONAL INFORMATION

## ORACLE EMPLOYEE, RETAINED BENEFIT MEMBERS AND SPOUSE MEMBERS

### 30 SEPTEMBER 2022

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## IMPORTANT INFORMATION

The information in this factsheet forms part of the Product Disclosure Statements (PDSs) for the Oracle Superannuation Plan's Employee, Retained Benefit and Spouse members:

- *Your Oracle Super Guide*, dated 30 September 2022 for Oracle Employee and Retained Benefit members; and
- *Your Oracle Super Guide for Spouse members*, dated 30 September 2022.








It should be read in conjunction with the other factsheets listed below, which all form part of the relevant PDS. You should consider this information before making a decision about the product.

- *How super works* (Employee and Retained members)
- *Additional information* (this document)
- *How we invest your money*
- *Insurance in your super* (Employee and Retained members)
- *How super works & insurance for Spouse members* (Spouse members)

The information provided in this document is general information only and does not take into account your personal financial situation or needs. Any examples included are for illustration only and are not intended to be recommendations or preferred courses of action. You should consider obtaining professional advice tailored to your personal circumstances. Information on tax and superannuation legislation is current as at 1 August 2022. The Trustee reserves the right to correct any errors or omissions.

Information contained in this document that is not materially adverse is subject to change from time to time and may be updated if it changes. Updated information can be obtained free of charge by contacting the Plan Administrator on **1800 127 953** or from the Plan's website at <https://super.towerswatson.com/super/oracle>.

### Contacting the Plan

-  **The Plan Administrator**  
Oracle Superannuation Plan  
PO Box 1442  
Parramatta NSW 2124
-  [oraclesuperadmin@linksuper.com](mailto:oraclesuperadmin@linksuper.com)
-  **1800 127 953**  
(+61 2 8571 6288 from overseas)
-  <https://super.towerswatson.com/super/oracle>
-  Human Resources  
**Oracle**  
4 Julius Avenue  
North Ryde NSW 2113
-  [humanresources\\_au@oracle.com](mailto:humanresources_au@oracle.com)
-  (02) 9491 1000

## OVERVIEW OF THE PLAN

Super is an important financial asset. For many people, it will be their main income source during retirement.

Whether you are retiring soon or retirement is a long way off, the choices you make about your super today can shape your future so it is important to make informed decisions. This will help you to build your super savings in the years before you retire in the way that is best for you.

As a member of the Plan, you will have different accounts in the Plan for different types of contributions. These accounts may include your:

- **Employer Account** – for contributions made to your super by Oracle (if applicable);
- **Member Account** – for any contributions you make to your super; and
- **Rollover Account** – for any amounts you roll into the Plan from previous super funds.

Your *Annual Benefit Statement*, which is mailed to you each year, shows the value of your accounts in the Plan.

There are two other types of accounts:

- **Spouse Account** – If you are a Spouse member, this account is for any contributions your partner (Oracle employee) makes for you (see the PDS *Your Oracle Super Guide for Spouse members* for details about Spouse membership).
- **Retained Account** – for any super that you keep in the Plan when you leave Oracle (see the *Leaving your super in the Plan* leaflet for details about the Retained Benefit section of the Plan).

## UNDERSTANDING YOUR SUPER BENEFITS

**If you are an Oracle employee** and join the Plan, you will be entitled to receive a benefit when you leave Oracle, become totally and permanently disabled or die. You may also be eligible for an insurance benefit on death or disablement.

**If you are a Spouse member** in the Plan, you are entitled to receive a benefit when you leave the Plan. You may also be eligible for an insurance benefit if you die while a member of the Plan.

### Your leaving service benefit

If you leave Oracle for any reason other than death or disablement, you will be entitled to a benefit that is equal to **the sum of your super accounts** in the Plan. This amount is known as your leaving service benefit.

According to the Government's preservation laws, in most cases you cannot take your super benefit as cash until you permanently retire from the workforce and reach your preservation age (see the *How super works* factsheet). If you leave Oracle before you reach your preservation age, your super must generally stay in super – either it can stay in the Retained Benefit section of the Plan (if it is over \$10,000) or it can be transferred to another complying super fund. See the *How super works* factsheet available at <https://super.towerswatson.com/super/oracle> for further details on preservation.

See page 4 of this factsheet or the *Leaving your super in the Plan* leaflet for information about the Retained Benefit section of the Plan. The leaflet is available from the Plan Administrator or from the website at <https://super.towerswatson.com/super/oracle>.

### Unpaid leave

While you are on unpaid leave (including parental leave), Oracle's Superannuation Guarantee (SG) contributions to your super will cease. If you have chosen to make regular contributions of your own, they will also stop for this period, and insurance cover under the Plan may cease. You should contact the Plan Administrator well before your leave commences for confirmation of whether your insurance cover will cease.

For more information on insurance, refer to the *Insurance in your super* factsheet (for Oracle employees) or *How super works & insurance for Spouse members* (for Spouse members), which are both available from the Plan Administrator or from the website at <https://super.towerswatson.com/super/oracle>.

## What happens to your super benefit if you separate from, or divorce, your spouse?

Under superannuation law, divorcing or separating couples can generally split the future superannuation payment of one or both partners (as relevant) as part of their property settlement. This can be done either by Court Order or by agreement between the separating couple after legal advice has been sought. If this occurs, your super benefits may be reduced accordingly.

If you separate from or divorce your spouse and either of you have a Spouse Account in the Plan, the Spouse member must roll over their account to another complying super fund.

Under Family Law, the super benefits of both you and your spouse may form part of your property settlement. If this occurs, any benefit in a Spouse Account will be counted as the property of the Spouse member, not the Oracle employee member. Fees apply to any application made to the Trustee to provide information about, or split, a superannuation benefit. See the *Fees and other costs* section from page 7 of this factsheet for details of fees that currently apply.

## Super contributions and bankruptcy

Any personal contributions to super made on or after 27 July 2006 (excluding your employer's SG contributions) may be recoverable by creditors in the event of your bankruptcy if these contributions are demonstrated to have been made with the specific intention of defeating creditors. You will be advised if this affects you.

### Benefits for Spouse members

If you are a Spouse member, your benefit is the balance of your accounts. If you have insurance, this amount would be paid in addition to the balance of your accounts if you die while a member of the Plan. Any death benefit is paid to your estate. You are unable to nominate dependants.

## Death and Total and Permanent Disablement (TPD)

If you die, or become totally and permanently disabled while a member of the Plan, you (or your beneficiaries) will receive the total balance of your super accounts. You may also be eligible for an insured benefit.

**Your death and TPD benefit from the Plan is calculated as follows:**

$$\begin{array}{c} \text{The total balance of your super accounts} \\ + \\ \text{An insured benefit (for eligible members)*} \end{array}$$

\* For Employee members, see the *Insurance in your super* factsheet, or for Spouse members, see the *How super works & insurance for Spouse members* factsheet for full details about the insurance available through the Plan. Retained Benefit members, Spouse members and foreign assignees are not eligible for standard insured benefits.

### Who will receive your death benefit?

Your death benefit must be paid to one or more of your legal dependant(s) or your estate. If you are a current Oracle employee, you can nominate or change your beneficiaries at any time by completing the *My Beneficiaries form* and returning it as instructed. If you are a Spouse or Retained Benefit member, you cannot nominate beneficiaries and your benefit will be paid to your estate.

## Nominating your dependants

If you are a current Oracle employee, you can advise the Trustee who should receive your death benefit and can also make your nomination binding on the Trustee. A **binding nomination** obliges the Trustee to pay your death benefit according to your stated wishes (provided that the nomination is valid at the time of your death). A binding nomination is valid for up to three years. Your application for a binding nomination needs to be witnessed by two people who are over age 18 and who are not nominated beneficiaries.

Unlike a binding nomination, a **non-binding nomination** is used as a guide for the Trustee, who is required by law to investigate your circumstances at the time of your death and then decide how to pay your benefit. The Trustee will take into account your wishes in a non-binding nomination, but is not bound to follow it. The Trustee must act in the best interests of your dependants when making a decision.

It is your responsibility to update your nomination every three years (for binding nominations) or when your personal circumstances change.

Please note, if you leave Oracle and become a Retained Benefit member in the Plan, any death benefit payable while you are a Retained Benefit member must be paid to your estate. Any binding nomination you had previously lodged will cease to apply.

# RISKS OF SUPER

## Who can you nominate?

If you are an Oracle employee, you can nominate one or more of your dependants and/or your estate to receive your death benefit. If your death benefit is paid to your estate, it will be distributed in accordance with your Will.

Your dependants include:

- Your spouse of any sex (including a de facto spouse);
- Your children (including adopted children, step children, ex-nuptial or unborn children and your spouse's children);
- Any person who is wholly or partly financially dependent on you; and
- Any person with whom you have an interdependency relationship\*.

If you prefer, or if you have no legal dependants, you can nominate your estate. **If your benefit is paid to your estate, it will be distributed according to your Will, so it's important that you keep your Will up to date.**

\* An interdependency relationship is where:

1. Two people have a close personal relationship;
2. They live together;
3. One or each of them provides the other with financial support; and
4. One or each of them provides the other with domestic support and personal care.

However, if two people have a close personal relationship and either one or both suffer from a physical, intellectual or psychiatric disability, then they are still considered to have an interdependency relationship for the purposes of the law and are not required to fulfil the other three criteria.

When considering whether two people have met the definition of an interdependency relationship, the Trustee must also take into account any further guidance in superannuation law about how these conditions are to be interpreted. For example, the Trustee may consider the duration and nature of the relationship, the ownership and use of property, and the existence of a statutory declaration by a person attesting to an interdependency relationship.

### Important points to consider if making a binding nomination

Where a valid binding nomination exists, the Trustee does not have any discretion to pay the benefit to another person other than the nominated beneficiaries. If you don't keep your binding nomination up to date, this may result in the wrong or inappropriate beneficiaries receiving your death benefit. For example, the Trustee would have no power to vary payments if:

- The proportions payable to the various beneficiaries are no longer appropriate (e.g. where a child has ceased to be financially dependent but remains technically a dependant); or
- The nomination form is inconsistent with your Will.

It is therefore important that you keep your binding nomination up to date. If your binding nomination is not valid, it will become a non-binding nomination.

**General risks relating to super are included on page 2 of *Your Oracle Super Guide* and *Your Oracle Super Guide for Spouse members*.**

**For information on investment risks please refer to page 4 of the *How we invest your money* factsheet.**

**For information on risks related to insurance, please refer to page 5 of the *Insurance in your super* factsheet. For Spouse members, see page 6 of the *How super works & insurance for Spouse members* factsheet.**

The Plan may also be exposed to other risks such as changes in the economic and political climate, fraud or other criminal activities (including identity theft). Not all of these risks can be controlled by the Trustee.

# YOUR SUPER OPTIONS WHEN LEAVING ORACLE

When you leave Oracle, your super will be transferred to a Retained Account in your name within the Plan for up to 180 days. During this period, the Plan Administrator will contact you about the payment of your leaving service benefit.

If you leave Oracle and have opened a Spouse Account in the Plan, your spouse must transfer their benefit to another complying superannuation fund or take their benefit as cash subject to the preservation rules. See more on the preservation rules in the *How super works* factsheet (for Oracle employees) or *How super works & insurance for Spouse members* (for Spouse members). Spouse members cannot stay in the Plan as Retained Benefit members.

As a former Oracle employee, you have three options for your super. Spouse members can only choose option 2 or 3. Eligibility to take any option is subject to certain criteria as set out below.

## Option 1: Stay in the Plan if you have more than \$10,000

If you have more than \$10,000 in the Plan and you are a former Oracle employee, you can leave your super in a Retained Account in the Plan. The benefits of leaving your super in the Plan include:

- There is no paperwork;
- You can maintain your long-term investment strategy; and
- You can stay in a Plan that you know and trust.

If you stay in the Plan, your super will continue to be invested in your chosen investment option(s), which means you will continue to earn investment returns as before. These returns may be positive or negative depending on investment market performance and the investment choice you have made for your super.

You must keep at least \$10,000 in your Retained Account at all times. If your balance falls below this amount, you must take it out in cash or roll it into another superannuation fund.

You cannot direct your new employer's contributions to your Retained Account, or make salary-sacrifice contributions. You can make personal after-tax contributions to your account within the first 30 days after leaving Oracle and you may be able to claim a tax deduction for those contributions.

### Changing your options

Your super will continue to be invested according to your investment choice until you either change your investment choice or choose to take it out of the Plan. You can change your investment option(s) from the first day of each month via the online Member Centre or by completing the relevant section on the *Super Options form* available at <https://super.towerswatson.com/super/oracle>.

If you change your investment choice, the normal fees and charges will apply (see page 7 for details).

If you die while you are a Retained Benefit member of the Plan, the balance of your account will be paid to your estate. Any binding nomination you had previously lodged as an Oracle employee will cease to apply in the Retained Benefit section.

Ongoing administration fees apply to Retained Benefit members. For more information on the fees that apply, refer to the *Fees and other costs* section from page 7 of this factsheet.

### Ongoing contact with the Plan

While you are a Retained Benefit member of the Plan, you will receive the following information from the Plan:

- An **Annual Benefit Statement**, which shows the value of your benefits in the Plan as at 31 May each year and any transactions during the year;
- Access to the **Plan's website** at <https://super.towerswatson.com/super/oracle>; and
- The Plan's **Annual Report** and regular **newsletters** with the latest news about super and the Plan, which are made available on the website.

If you keep your super in the Retained Benefit section of the Plan, you must tell the Trustee (via the Plan Administrator) if your home address changes. If Australia Post returns any documents mailed to your home address and you don't notify the Trustee of your new address within the next three months, your super will be transferred to the Australian Taxation Office (ATO).

## Option 2: Take a cash payment

If you have any non-preserved super (refer to your latest *Annual Benefit Statement*), you can withdraw all or part of that amount in cash. If you are under age 60, tax may apply to any taxable component of this amount.

The tax components for any partial benefit payments will be in proportion to your total benefit. You cannot choose, for example, to withdraw only your tax-free component.

Amounts paid by the Plan to members aged 60 or over are generally tax free. For more information on the tax payable on benefits, see the *How super is taxed* section on page 12 of this factsheet.

### Option 3: Roll over to another superannuation fund

You can roll over your leaving service benefit to another super fund, as long as it is a complying superannuation fund under the law.

You will have 180 days from the date the Plan Administrator sends you your leaving service quotation to instruct the Plan Administrator where your benefit should be paid.

As a former Oracle employee, and if your account is \$10,000 or more, it will remain in the Retained Benefit section in the same investment option(s) if you do not provide instructions to the Plan Administrator. If your benefit is less than \$10,000 and the Plan Administrator receives no instructions from you in this period, your super will be transferred to the ATO.

All benefits of Spouse members, and those of Retained Benefit members with super less than \$10,000, will be transferred to the ATO if the Plan Administrator receives no instructions from you within the 180-day period.

The ATO will attempt to consolidate your benefit with your active superannuation account. Once your benefit is transferred to the ATO, you stop being a member of the Plan and no longer have any rights under the Plan. You will need to contact the ATO directly about your benefit.

If your account balance falls below \$10,000, your super will be transferred to the ATO unless you provide alternative payment instructions.

What you do with your super is entirely up to you. However, before you make a decision, you should consider speaking with a licensed financial adviser about your options.

### Continuing your insurance if you leave Oracle

If you leave Oracle, your death and total and permanent disablement (TPD) insurance cover (if any) in the Plan may continue for up to 60 days (conditions apply – see the *Insurance in your super* (Oracle employees) or the *How super works & insurance for Spouse members* (Spouse members) factsheet).

You can apply to continue the death and terminal illness insurance cover you had as an employed member or Spouse member of the Plan by purchasing a personal insurance policy through the Plan's insurer without the need to provide evidence of good health. TPD cover is not available under this option.

The cost of this personal policy will be based on the insurer's current retail premium rates, which will be different to the fee payable while you were a member of the Plan. To be eligible to take advantage of this continuation option, you must arrange the cover within 60 days after leaving Oracle and satisfy the insurer's conditions which are summarised in the *Insurance in your super* (Oracle employees) or the *How super works & insurance for Spouse members* (Spouse members) factsheet. For more information on continuing your insurance cover when you leave the Company, contact the Plan Administrator.

#### Accessing your super before you retire

If it suits your personal situation, you can access your super before you permanently retire from the workforce under the "transition to retirement" rules.

Under these rules, you can access your super when you reach your preservation age (see the *How super works* (Oracle employees) or *How super works & insurance for Spouse members* (Spouse members) factsheets for more information on preservation) provided you roll over your superannuation benefit into a "transition to retirement" pension – that is, a special type of pension that pays you a regular income but does not generally allow your balance to be converted into a lump sum prior to your retirement.

The Oracle Superannuation Plan does not offer "transition to retirement" pensions, however you may roll over your benefit to another fund that offers this facility.

# MANAGING YOUR PLAN

Your Plan is actively managed by a professional Trustee company, which receives input from a Policy Committee comprised of Oracle employees. The Policy Committee ensures you have a say in the running of the Plan.

## The Trustee

The Trustee of the Plan is Towers Watson Superannuation Pty Ltd (ABN 56 098 527 256, AFSL 236049) (TWS), a company that has been licensed to act as a trustee of superannuation funds by the prudential regulator of super funds in Australia, the Australian Prudential Regulation Authority (APRA).

TWS is a subsidiary of Towers Watson Australia Pty Ltd, a company that also acts as administrator (in an outsourced arrangement with Australian Administration Services Pty. Limited) and consultant to the Plan.

The Trustee is responsible for ensuring that the Plan is managed and administered in accordance with the law. The Trustee also ensures that the Plan's assets are invested in an appropriate manner.

The Plan's Trust Deed contains the rules and conditions that apply to the Plan. If there are any discrepancies between this PDS and the Trust Deed, the Trust Deed will be the final authority. Contact the Plan Administrator if you wish to see a copy of the Trust Deed, or a copy is available on the website.

The Trustee is currently covered by a Trustee Professional Indemnity insurance policy that protects the Plan's assets from any legal liability to the extent permitted by law and the policy conditions.

To perform its tasks, the Trustee may appoint independent advisers, including actuaries and investment managers, lawyers and auditors. See the Plan's latest *Annual Report* for details of the current key service providers.

## Policy Committee

The Policy Committee is responsible for ensuring that the interests of members and Oracle are represented in the management of the Plan. Half of the Committee members are appointed by Oracle and half are elected periodically by members.

The Policy Committee has an important and ongoing role in:

- Monitoring the performance of the Plan and its investment options;
- Ensuring that the Trustee and other service providers meet agreed service standards;
- Providing a key link between members and the Trustee; and
- Providing input into the Plan's benefit design.

Details of the current Policy Committee members can be found in the Plan's latest *Annual Report* or on the Plan's website at <https://super.towerswatson.com/super/oracle>.

## Loans

As the Plan exists solely to provide benefits for you when your income ceases, or for your dependants on your death, it is not possible to borrow money from the Plan. In addition, you should note that you cannot use your expected benefits as security for a loan from any other source such as a bank, building society or finance company.

## Advice to members

The Trustee may use the services of Towers Watson Australia Pty Ltd to provide general financial advice to members. The Trustee does not provide financial advice and any advice provided to members in writing, electronically, in person or via telephone will be provided by Towers Watson Australia Pty Ltd not the Trustee. Towers Watson Australia Pty Ltd is licensed to provide advice and the Trustee neither recommends nor endorses that advice.

## Amendments and termination

Future circumstances may necessitate amendment or termination of the Plan and, in either case, members will be advised.

# FEES AND OTHER COSTS

### DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You or your employer, as applicable, may be able to negotiate to pay lower fees. Ask the fund or your financial adviser.

### TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website ([www.moneysmart.gov.au](http://www.moneysmart.gov.au)) has a superannuation calculator to help you check out different fee options.

This section shows fees and other costs that you may be charged. These fees and other costs may be deducted from your money, from the returns on your investment or from the assets of the superannuation entity as a whole.

Other fees, such as activity fees and insurance fees for voluntary insurance may also be charged, but these will depend on the nature of the activity or insurance chosen by you. Entry fees and exit fees cannot be charged.

Taxes and insurance fees are set out in another part of this document.

You should read all the information about fees and other costs because it is important to understand their impact on your investment.

Note: the warning above is included as required by law. The Trustee has already negotiated (and continues to monitor) the fees and costs of the Plan on your behalf. There is no scope to negotiate lower fees and costs on an individual basis.

## Fees and costs summary

Oracle Superannuation Plan		
Type of fee or cost	Amount	How and when paid
<b>Ongoing annual fees and costs<sup>1</sup></b>		
<i>Administration fees and costs</i>	Employee and Spouse members: 0.03% per year	Administration fees are not deducted from your account as the ongoing administration costs are met by Oracle.  0.03% per year is paid from the Plan's general reserve. It is not deducted from your account.
	Retained Benefit members: 0.63% per year	Administration fees of 0.60% per year are deducted from investment returns before the returns are applied to your account.  0.03% per year is paid from the Plan's general reserve. It is not deducted from your account.
<i>Investment fees and costs<sup>2,3</sup></i>	<b>Diversified Shares:</b> 0.40% to 0.44% per year (\$4.00 to \$4.40 per \$1,000) <b>Growth:</b> 0.45% to 0.49% per year (\$4.50 to \$4.90 per \$1,000) <b>Balanced:</b> 0.40% to 0.44% per year (\$4.00 to \$4.40 per \$1,000) <b>Stable:</b> 0.36% to 0.40% per year (\$3.60 to \$4.00 per \$1,000) <b>Cash:</b> 0.05% per year (\$0.50 per \$1,000)	This fee is deducted from investment returns before the returns are applied to your account.
<i>Transaction costs<sup>3</sup></i>	<b>Diversified Shares:</b> 0.10% per year (\$1.00 per \$1,000) <b>Growth:</b> 0.16% per year (\$1.60 per \$1,000) <b>Balanced:</b> 0.14% per year (\$1.40 per \$1,000) <b>Stable:</b> 0.10% per year (\$1.00 per \$1,000) <b>Cash:</b> 0.00% per year (\$0 per \$1,000)	This fee is deducted from investment returns before the returns are applied to your account.
<b>Member activity related fees and costs</b>		
<i>Buy-sell spread</i>	Nil	Not applicable
<i>Switching fee</i>	\$83 per switch (\$84 from 1 November 2022)	This fee is deducted from your account at the time of switching.
<i>Other fees and costs<sup>4</sup></i>	Other fees may also apply	

1. If your account balance for a product offered by the superannuation entity is less than \$6,000 at the end of the entity's income year, certain fees and costs charged to you in relation to administration and investment are capped at 3% of the account balance. Any amount charged in excess of that cap must be refunded.

2. For the Growth, Balanced and Stable options, investment fees and costs includes an amount of up to 0.01% for performance fees. The calculation basis for this amount is set out under *Additional explanation of fees and costs* on page 10.

3. Estimate only.

4. Insurance fees for voluntary insurance and fees for various activities you request may apply (see *Additional explanation of fees and costs*).

## Example of annual fees and costs for a superannuation product

This table gives an example of how the ongoing annual fees and costs for the Balanced option for this superannuation product can affect your superannuation investment over a 1-year period. You should use this table to compare this superannuation product with other superannuation products.

Example – Balanced option		Balance of \$50,000
<i>Administration fees and costs</i>	0.03% per year for Employee and Spouse members; 0.63% per year for Retained Benefit members	0.03% per year is paid from the Plan's general reserve. It is not deducted from your account.  For every \$50,000 you have in the superannuation product you will be charged or have deducted from your investment: <ul style="list-style-type: none"> <li>• <b>\$15</b> each year in administration fees and costs if you are an Employee or Spouse member</li> <li>• <b>\$315</b> if you are a Retained Benefit member.</li> </ul>
<b>PLUS</b> <i>Investment fees and costs</i>	0.44% per year*	<b>And</b> , you will be charged or have deducted from your investment <b>\$220</b> in investment fees and costs
<b>PLUS</b> <i>Transaction costs</i>	0.14% per year	<b>And</b> , you will be charged or have deducted from your investment <b>\$70</b> in transaction costs
<b>EQUALS</b> <i>Cost of product</i>		If your balance was \$50,000 at the beginning of the year, then for that year you will be charged fees of: <ul style="list-style-type: none"> <li>• <b>\$305</b> if you are an Employee or Spouse member</li> <li>• <b>\$605</b> if you are a Retained Benefit member for the superannuation product.</li> </ul>

\* The fee shown is the maximum investment fee applicable, on a gross of tax basis. Where the Trustee claims a tax deduction for investment fees, the benefit will be passed to members via a positive adjustment to investment earnings

Note: Additional fees may apply

## Cost of product for one year

The cost of product gives a summary calculation about how ongoing annual fees and costs can affect your superannuation investment over a 1-year period for all superannuation products and investment options. It is calculated in the manner shown in the "Example of annual fees and costs".

The cost of product information assumes a balance of \$50,000 at the beginning of the year. The figures shown are estimates. You should use this figure to help compare superannuation products and investment options.

Cost of product (per year)		
	Employee and Spouse members	Retained Benefit members
<i>Diversified Shares</i>	\$285	\$585
<i>Growth</i>	\$340	\$640
<i>Balanced</i>	\$305	\$605
<i>Stable</i>	\$265	\$565
<i>Cash</i>	\$40	\$340

# ADDITIONAL EXPLANATION OF FEES AND COSTS

## 1. Activity fees

A contribution splitting fee of \$164 (\$166 from 1 November 2022) is charged each time a request you make to split your contributions with your spouse is processed by the Plan's Administrator on your behalf.

If you or your spouse require information on your benefit in relation to a Family Law matter, a fee of \$280 (\$286 from 1 November 2022) will be charged for each date at which information is required. You, or your spouse are required to pay this fee at the time any request for information is lodged, it is not deducted from your account.

In addition, if your super is split under a Family Law agreement or court order, fees will apply for the splitting of your super and allocation of an amount to your former spouse. This fee is normally shared evenly between you and your former spouse, unless your agreement or court order specifies otherwise. The fees may be paid by you and/or your former spouse by cheque or else will be deducted from the applicable benefit. The fee for establishing an entitlement for your former spouse is \$212 (\$216 from 1 November 2022).

## 2. Performance fees

Performance fees are fees charged by some of the Plan's investment managers if they exceed their performance targets. They are included in Investment fees and costs in the "Fees and costs summary" above. These fees are not deducted from your account. Instead, they are deducted from investment earnings of the relevant investment option before those earnings are applied to your account. The fee shown in note 2 to the "Fees and costs summary" and the fees for each investment option shown in the table below have been calculated as the average performance fee paid over the previous five financial years. These amounts are estimates.

The average performance fees for each investment option over the past five financial years were:

Option	Average performance fee (per year)
<i>Diversified Shares</i>	0.0000%
<i>Growth</i>	0.0105%
<i>Balanced</i>	0.0084%
<i>Stable</i>	0.0066%
<i>Cash</i>	0.0000%

## 3. Other fees and taxes

Details of insurance fees for voluntary insurance can be found in the *Insurance in your super* factsheet for Employee members or the *How super works & insurance for Spouse members* factsheet (Spouse members).

For details on the taxes payable on your superannuation, see the *How super is taxed* section. The Plan is able to claim a tax deduction for certain expenses it pays.

The benefit of this deduction is passed on to you. See your latest *Annual Benefit Statement* for details. More information on tax can be found on page 12.

## 4. Transaction costs

Transaction costs include brokerage, settlement costs (including custody costs), clearing costs, stamp duty on investment transactions and buy-sell costs incurred by the Plan's investment managers. Transaction costs are not deducted directly from your account. Instead, they are deducted from investment earnings of the relevant investment option before those earnings are applied to your account from time to time.

The estimated total gross transaction costs for the financial year before the date of this PDS were:

Option	Estimated transaction costs (per year)
<i>Diversified Shares</i>	0.10%
<i>Growth</i>	0.16%
<i>Balanced</i>	0.14%
<i>Stable</i>	0.10%
<i>Cash</i>	0.00%

## 5. Fee changes

Some fees may be indexed each year (e.g. in line with increases in Average Weekly Ordinary Time Earnings). Other fees are dependent on the services provided to the Plan each year.

As noted above, some fees are paid by your employer with no deduction from your account. Once you are no longer an Employee member, these fees will be deducted from your account. The Company does not pay any fees for Retained Benefit members. The Company pays certain fees for Spouse members while they are a spouse of an Employee member.

Fees are current as at 30 September 2022 and costs are estimates for the year ending 31 May 2023. The amounts are likely to change from year to year. The fees and costs deducted from your accounts will depend on the actual fees and costs incurred by the Trustee.

The Trustee may increase any fees without your consent if necessary in order to manage the Plan. It may also introduce new fees. You will generally be given at least 30 days' notice of fee changes, although notice may be later if the fees are required to change as a result of an increase in costs charged to the Plan.

Details of the fees that apply to you are shown on your *Annual Benefit Statement*.

The fees charged may depend on your employment status or category of membership in the Plan. If you change categories, you will be advised of any changes to the fees that apply to you.

Further details of the fees, costs and taxes paid by the Plan can be found in the Plan's Financial Statements. A summary is included in the Plan's *Annual Report* which is issued after 31 May each year.

# DEFINED FEES

The superannuation legislation defines various fees, and we are required to include those definitions. Some of these fees may not apply to the Plan.

## Activity fees

A fee is an *activity fee* if:

- (a) the fee relates to costs incurred by the trustee of the superannuation entity that are directly related to an activity of the trustee:
  - (i) that is engaged in at the request, or with the consent, of a member; or
  - (ii) that relates to a member and is required by law; and
- (b) those costs are not otherwise charged as administration fees and costs, investment fees and costs, transaction costs, a buy-sell spread, a switching fee, an advice fee or an insurance fee.

## Administration fees and costs

*Administration fees and costs* are fees and costs that relate to the administration or operation of the superannuation entity and includes costs incurred by the trustee of the entity that:

- (a) relate to the administration or operation of the entity; and
- (b) are not otherwise charged as investment fees and costs, a buy-sell spread, a switching fee, an activity fee, an advice fee or an insurance fee.

## Advice fees

A fee is an *advice fee* if:

- (a) the fee relates directly to costs incurred by the trustee of the superannuation entity because of the provision of financial product advice to a member by:
  - (i) a trustee of the entity; or
  - (ii) another person acting as an employee of, or under an arrangement with, the trustee of the entity; and
- (b) those costs are not otherwise charged as administration fees and costs, investment fees and costs, a switching fee, an activity fee or an insurance fee.

## Buy-sell spreads

A *buy-sell spread* is a fee to recover costs incurred by the trustee of the superannuation entity in relation to the sale and purchase of assets of the entity.

## Exit fees

An *exit fee* is a fee, other than a buy-sell spread, that relates to the disposal of all or part of a member's interests in a superannuation entity.

## Insurance fees

A fee is an *insurance fee* if:

- (a) the fee relates directly to either or both of the following:
  - (i) insurance premiums paid by the trustee of a superannuation entity in relation to a member or members of the entity;
  - (ii) costs incurred by the trustee of a superannuation entity in relation to the provision of insurance for a member or members of the entity; and
- (b) the fee does not relate to any part of a premium paid or cost incurred in relation to a life policy or a contract of insurance that relates to a benefit to the member that is based on the performance of an investment rather than the realisation of a risk; and
- (c) the premiums and costs to which the fee relates are not otherwise charged as administration fees and costs, investment fees and costs, transaction costs, a switching fee, an activity fee or an advice fee.

## Investment fees and costs

*Investment fees and costs* are fees and costs that relate to the investment of the assets of a superannuation entity and includes:

- (a) fees in payment for the exercise of care and expertise in the investment of those assets (including performance fees); and
- (b) costs incurred by the trustee of the entity that:
  - (i) relate to the investment of assets of the entity; and
  - (ii) are not otherwise charged as administration fees and costs, a buy-sell spread, a switching fee, an activity fee, an advice fee or an insurance fee.

## Switching fees

A *switching fee* for a superannuation product other than a MySuper product, is a fee to recover the costs of switching all or part of a member's interest in the superannuation entity from one investment option or product in the entity to another.

## Transaction costs

*Transaction costs* are costs associated with the sale and purchase of assets of the superannuation entity other than costs that are recovered by the superannuation entity charging buy-sell spreads.

## TAXES AND YOUR SUPER

Your super is taxed in a number of ways and the current rules are outlined below. All taxes deducted are paid to the Australian Taxation Office (ATO) when required.

**Contributions tax** generally at the rate of 15% is deducted from all “concessional” contributions (e.g. Oracle’s SG contributions to your super, any “salary sacrifice” contributions you make from your before-tax salary and any contributions for which you claim a tax deduction).

If you earn less than \$37,000 per year you may receive a refund of the 15% contributions tax deducted from your compulsory Company contributions through the Low Income Super Tax Offset (LISTO). The refund ranges from \$10 to \$500 a year. Each year the ATO will determine whether you are eligible, and if so, will pay the refund to your superannuation fund.

If your relevant income is higher than \$250,000, the tax on your concessional contributions increases to 30%. Only tax at 15% is deducted by the Plan; you will receive a tax assessment from the ATO for the additional 15% tax.

If you have not provided your Tax File Number (TFN) to the Plan, the tax rate on concessional contributions increases to 47%.

**Extra tax** may apply if your contributions exceed certain caps set by the Government (see to the right for details).

**Tax on investment earnings** is generally at a maximum rate of 15%, less any applicable deductions that may be available to the Plan’s investment managers. Some capital gains are taxed at a lower rate of 10%. Investment earnings tax is deducted from the Plan’s investment earnings before they are applied to your account(s).

**Tax on benefits paid in cash before age 60.** The amount of tax payable by members under age 60 depends on a number of factors, including:

- What type of benefit is paid (retirement, disability or death);
- Who receives the benefit;
- Whether you were an Australian citizen or permanent resident when the benefit is paid. For example, if you were a temporary resident who has permanently left Australia, you may pay more tax on your benefit; and
- How you receive the benefit (e.g. lump sum amount or pension).

**If you are over age 60, generally all benefit payments made to you from the Plan will be tax free.** Death benefits paid to non-dependants will be taxed, as will certain disability benefits.

Information on tax is current as at 1 August 2022.

## CONTRIBUTIONS CAPS

### What are the caps on contributions?

There are caps on how much can be contributed to superannuation each year before extra tax applies.

The table below sets out the general caps that apply in most circumstances. There are some exceptions to these general rules and these are discussed following the table.

	Concessional contributions	Non-concessional contributions <sup>#</sup>
<i>What is the annual cap?</i>	\$27,500	\$110,000, however, if your total superannuation balance on 30 June 2022 was more than \$1.7 million, any non-concessional contributions you make in the 2022/23 year will be excessive.
<i>What tax applies if my contributions are within the cap?</i>	Generally 15% contributions tax.	Nil.

### Exceptions

You may be able to make extra concessional contributions above the cap if you did not use all of your concessional cap in the 2018/19 or a later year. This option is only available if your total superannuation balance on 30 June 2022 was less than \$500,000. Unused cap amounts can be carried forward for a maximum of five years.

If you are under age 75 and you want to make larger non-concessional contributions to your super fund, you may be able to bring forward up to two years of caps, to make total contributions of up to \$330,000 over three years. The maximum you can contribute over three years is \$330,000 and other conditions also apply.

There are other special circumstances where you may be able to make additional contributions, such as if you previously withdrew part of your super under the COVID-19 early release scheme (these are called “COVID-19 recontributions”), or if you make certain contributions from the sale of your home if you are over age 60\*. Contact the Plan Administrator or the ATO for more information.

\* The Government proposes to lower this to age 55, but at the time of publication this had not been legislated.

## What are concessional contributions?

Concessional contributions include contributions made by your employer plus any amounts they contribute to pay insurance fees or ongoing administration fees.

If you are an Oracle employee, Oracle pays approximately 0.9% of your salary plus approximately \$890 per member to cover insurance fees and ongoing administration fees. For example, if your salary is \$100,000, the insurance fees will be approximately \$900 and administration fees will be approximately \$890. These amounts are concessional contributions and count towards your concessional contributions cap. Concessional contributions also include any contributions you make from your before-tax salary (by salary sacrifice), and any personal contributions for which you claim a tax deduction.

Spouse members cannot make concessional contributions to the Plan.

## What are non-concessional contributions?

Non-concessional contributions include:

- After-tax contributions for which you have not claimed a tax deduction;
- Excess concessional contributions not withdrawn from superannuation (see below); and
- Certain other contributions from non-salary sources (e.g. contributions made for you by your spouse and certain overseas transfers).

They do not include rollovers or co-contributions. Spouse members cannot make personal contributions to the Plan. Retained Benefit members can only make personal after-tax contributions in the first 30 days after leaving Oracle.

## Providing your Tax File Number (TFN)

While providing your TFN to the Plan is not compulsory, it does ensure you don't pay any unnecessary contributions tax. Significant consequences apply to Plan members who have not advised the Plan of their TFN. These include:

- Taxing all concessional contributions at the top marginal tax rate; and
- Prohibiting the Plan from accepting any of your non-concessional contributions.

Please note, Oracle is required to pass on the TFNs of all new employees to the Plan (or their nominated super fund) within 14 days of receipt (or when the first contribution to the Plan is made, if later).

## TAX AND SPOUSE CONTRIBUTIONS

If you make contributions on behalf of your spouse, you may be entitled to claim a tax rebate if your spouse is on a low assessable income. Your spouse does not claim the rebate; you do. To be eligible, you must be an Australian resident at the time you contribute. Other conditions also apply.

**The maximum rebate is \$540 per year.** The spouse rebate is calculated as 18% of the lesser of:

- \$3,000 reduced by \$1 for every dollar that your spouse's annual assessable income exceeds \$37,000; and
- The total of the spouse contributions you make during the year.

Therefore, you can only claim a rebate if your spouse's annual assessable income is less than \$40,000. See how the tax rebate works in the below example. Note, you cannot claim the tax rebate on contributions split with your spouse.

### What happens if I exceed the caps?

This table shows the extra tax applicable if you exceed the caps.

	Concessional contributions	Non-concessional contributions
<i>How much tax applies to the excess if I exceed the limit?</i>	Your marginal tax rate less 15% (reflecting tax already paid by the Plan).	<b>If you withdraw the excess from superannuation:</b> Nil tax on contributions. Associated earnings taxed at your marginal tax rate. <b>If you leave the excess in superannuation:</b> Up to 47%.

**If you exceed the concessional contributions cap,** you can elect to release up to 85% of the excess contributions from the superannuation system. The amount will be paid by your superannuation fund to the ATO and used to meet any of your outstanding tax liabilities (including the tax on the excess contributions) with the remainder then paid back to you. Amounts that you withdraw will not count towards your non-concessional contributions cap.

**If you exceed the non-concessional cap,** you can elect to release the excess contributions from superannuation, together with an amount of "associated earnings". The amount of associated earnings is determined by the ATO and may not reflect the actual earnings on your superannuation contributions.

The ATO will send you a form to enable you to make your elections.

### Here's how the tax rebate works...

George contributes \$100 per month (\$1,200 per year) to his wife, Barbara's Spouse Account in the Plan. Barbara's assessable income is \$37,700 p.a., which exceeds the \$37,000 threshold by \$700. The rebate George can claim is the lesser of:

$$18\% \times (\$3,000 - \$700) = 18\% \times \$2,300 = \$414$$

OR

$$18\% \times \$1,200 \text{ contributions in the year} = \$216$$

Therefore, George can claim a rebate of \$216 because it is the lesser of the two calculations.



Note: the spouse rebate cannot be claimed if your spouse's non-concessional contributions exceeds their cap or if your spouse's total superannuation balance exceeds the general transfer balance cap.

## HOW TO JOIN THE PLAN

### Joining the Oracle Superannuation Plan is easy.

When you start working for Oracle, you can join the Plan. If you choose to join, Oracle's SG contributions will be paid into this Plan.

All you need to do is complete the *Application form*, which can be downloaded from the website at <https://super.towerswatson.com/super/oracle>, and return it as directed.

To open a Spouse Account in the Plan, you and your spouse will need to complete the *My Spouse form* and return it as directed. A copy is attached to the PDS, *Your Oracle Super Guide for Spouse Members* or you can download this form from <https://super.towerswatson.com/super/oracle>.

You should read the Plan's PDS for your category of membership and the Plan's latest *Annual Report* and consider your options before you sign up.

Some of the things you might think about include:

- Your preferred investment option(s) (see the *How we invest your money* factsheet). Note that you **must** choose your preferred investment option(s) on the relevant section of the *Application form* (or the *My Spouse form*, for new Spouse members). If you do not choose an investment option your application for membership cannot be processed;
- Whether to make salary sacrifice (Oracle employees only) and/or make additional contributions (see the *How super works* factsheet);
- Whether to make rollovers to the Plan and consolidate your previous super (see the *How super works* factsheet or the *How super works & insurance for Spouse members* factsheet);
- Nominating who should receive your death benefit if you are an Employee member (see pages 2 to 3 of this factsheet);
- Whether you need additional insurance on top of any cover already provided by the Plan (see the *Insurance in your super* or the *How super works & insurance for Spouse members* factsheet); and
- Opening a Spouse Account in the Plan (see the PDS, *Your Oracle Super Guide for Spouse members*).

If you have any questions about the Plan, contact the Plan Administrator on **1800 127 953**. If you need help making your super choices, speak to a licensed financial adviser. See page 16 for details.

## STAYING IN TOUCH

As a member of the Plan, you have access to a range of resources to keep you informed about your super.

- Regular **newsletters** – from the Trustee with the latest news about the Plan and the performance of your chosen investment option(s);
- An **Annual Report** – includes a review of the Plan's financial and investment performance for the year, plus any information that may affect your super;
- Your **Annual Benefit Statement** – shows details of your super benefits to 31 May, including any transactions for the year and any beneficiaries you have nominated for your death benefit;
- The **Plan Administrator** on **1800 127 953** is available during normal business hours to provide you with assistance and answer your queries; and
- The **Plan's website** at <https://super.towerswatson.com/super/oracle> is your online source for personalised super information and general information about the Plan. You can view your latest benefit information and track the performance of your super, as well as update your details, including changing your investment choice. You can also download forms and other Plan publications including the Trust Deed, the Plan's *Privacy Policy* (see page 16) and various Trustee policies. You will need to register to access your personal information and to make changes online. You can register online.

You can also request a copy of these documents from the Plan Administrator.

# ENQUIRIES AND COMPLAINTS

Initial enquiries and complaints, including privacy-related enquiries, should be directed to the Plan Administrator on **1800 127 953**. In most cases, your enquiry will be dealt with promptly and efficiently over the phone.

If you are not satisfied with the response you receive, there is a formal process through which the Trustee considers enquiries and complaints. To make a formal enquiry or complaint, you can do so in writing (including by email) to the Trustee via the Plan Administrator at:

The Plan Administrator  
Oracle Superannuation Plan  
PO Box 1442  
Parramatta NSW 2124

Email: [oraclesuperadmin@linksuper.com](mailto:oraclesuperadmin@linksuper.com)

The Trustee will acknowledge your complaint as soon as practicable, generally within one business day, and a written response will be prepared. You can generally expect to receive the response within 45 days. If your complaint is particularly complex we may take longer, but we will let you know if that is the case. If your complaint is about the distribution of a death benefit, there is a specific process we must follow. More information can be found in our *Enquiries and Complaints Policy*. A copy of the *Enquiries and Complaints Policy* and a form you can use to make a complaint are available at <https://super.towerswatson.com/super/oracle> or from the Plan Administrator.

If you are not satisfied with the Trustee's response, you may contact the Australian Financial Complaints Authority (AFCA), except in relation to privacy-related matters. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

There are some complaints that AFCA cannot consider, such as complaints relating to the management of the Plan as a whole. In addition, time limits may apply. Please contact the Plan Administrator on **1800 127 953** or refer to AFCA's website at [www.afca.org.au](http://www.afca.org.au) as soon as possible for further information.

You can contact AFCA at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Tel: 1800 931 678

For privacy-related matters, the Office of the Australian Information Commissioner (OAIC) may review your complaint. You can contact OAIC on 1300 363 992 or via [oaic.gov.au](http://oaic.gov.au).

# PROTECTING YOUR PRIVACY

The Trustee needs to collect information about you to determine your benefit entitlements in the Plan, and to administer the Plan in accordance with superannuation law. If you do not provide the information required, your application to join the Plan may not be approved.

In most circumstances, this information will be collected directly from you when your completed forms are returned to the Plan Administrator. However, it is sometimes more practical to collect some information from Oracle (e.g. your salary and contribution information).

The Trustee will abide by the Australian Privacy Principles set out in the Privacy Act 1988. Your personal information will be used by the Plan Administrator and insurer to determine your benefits. It will not be disclosed to other parties without your approval, except as allowed or required by law or as disclosed in the Plan's *Privacy Policy*.

Most information held by the Plan about members is reported to members each year on their *Annual Benefit Statement*. If you believe any information the Plan holds about you is incorrect, or you want to find out what information the Plan holds about you, please contact the Plan Administrator. You can also ask for a copy of the Plan's *Privacy Policy*, which outlines how the Plan collects and manages your personal information. The *Privacy Policy* is also available on the website.

## Providing proof of identity

The Trustee is required to comply with the Government's Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) legislation.

Under the legislation, the Trustee is required to verify a member's identity, and that of any other benefit recipients, before any benefit is withdrawn from the Plan. This verification process helps ensure that the Plan is not being used for money laundering, or funding terrorist or criminal activities.

Withdrawals cannot be processed until the required proof of identity is supplied to the Plan Administrator.

The Trustee may need to obtain additional identification information and verify your identity from time to time. It may have to disclose information about you to the regulator, the Australian Transaction Reports and Analysis Centre (AUSTRAC). If this happens, the Trustee is not permitted to inform you due to the sensitive nature of this information.

### Need financial advice?

Superannuation can be complex. So, when you need to make important decisions about your super, speaking to a licensed financial adviser can help you determine which super choices are the most appropriate for your personal situation and needs.

It is important to seek the opinion of a licensed financial adviser before taking any action. This way, you will receive specific advice from qualified professionals who understand your personal circumstances and can consider the whole of your financial affairs when providing advice.

Towers Watson Australia Pty Ltd has arrangements in place to help you with your financial planning. To speak to one of Towers Watson's licensed financial advisers, contact Susan Rio on (03) 8681 9800. The Financial Planning Association of Australia (FPA) can also help you find a financial planner by referring you to one in your area. Call them on 1300 337 301 or visit the FPA website at [www.fpa.com.au](http://www.fpa.com.au).

## Access your super online

You can log in to the Plan's website for personalised super information and general information about the Plan.

Visit <https://super.towerswatson.com/super/oracle> to:

- View your latest benefit information and track the performance of your super;
- Update your details, including changing your investment choice;
- Download forms and other Plan publications; and
- Learn more about the Plan's features and benefits, including rollovers, extra insurance, spouse contributions and more.

### Secure access

You will need a password to access your personal information and to make changes online. You can set up a password online. If you have lost your password, go to the Plan's website and follow the prompts for additional information.

**Save the Plan's website to your favourites and ensure your super is only a click away!**

