

ORACLE SUPERANNUATION PLAN

DEED OF AMENDMENT

THIS DEED OF AMENDMENT is made the 26 day of November 2020

BETWEEN

ORACLE CORPORATION AUSTRALIA PTY LIMITED ABN 80 003 074 468 whose registered office is at Riverside Corporate Park, 4 Julius Avenue, North Ryde in the State of New South Wales ("**Company**")

AND

TOWERS WATSON SUPERANNUATION PTY LTD ABN 56 098 527 256 whose registered office is at Level 4, 555 Bourke Street, Melbourne in the State of Victoria ("**Trustee**")

INTRODUCTION

- A. The Company is the Company and the Trustee is the Trustee of the ORACLE SUPERANNUATION PLAN (the "**Plan**") originally established by a trust deed dated 9 June 1993, as amended (the "**Trust Deed**").
- B. Clause 34 of the Trust Deed provides that the Company with the consent in writing of the Trustee may at any time and from time to time by deed or resolution amend any of the terms and provisions of the Deed subject to the limitations contained in that Clause.
- C. Pursuant to Clause 34 of the Trust Deed, the Company wishes to amend the terms and provisions of the Trust Deed with effect from the Effective Date to permit the Trustee to provide a terminal medical condition benefit for Members who suffer a terminal medical condition.
- D. The Trustee has agreed to the amendment of the terms and provisions of the Trust Deed, as evidenced by its execution of this deed.
- E. The Company and the Trustee believe that the amendments contained in this deed will not breach the amendment power contained in Clause 34 of the Trust Deed and that the amendments contained in this deed do not require the written consent of any Member or Other Beneficiary as the amendments do not reduce the benefits which have accrued to any Member or Other Beneficiary as at the date of execution of this deed.

OPERATIVE PART

1. Rule 1 of the Trust Deed is amended by inserting the following definition in appropriate alphabetical order:

“Terminal Medical Condition” -

- (a) where the Trustee has effected a current Policy to secure part or all of the benefits payable pursuant to Rule 8A the expression “Terminal Medical Condition” shall have a meaning that corresponds to cover for that risk provided by that Policy; or
- (b) where there is no current Policy effected by the Trustee to secure part or all of the benefits payable pursuant to Rule 8A the expression “Terminal Medical Condition” has the same meaning as in the Act.”

2. The Rules are amended by inserting a new Rule 8A immediately after Rule 8 as follows:

“8A. Terminal Medical Condition Benefit

- (1) In the event that a Terminal Medical Condition exists in relation to a Member while in Employment of the Employer before the Normal Retirement Date the Trustee may, in its absolute discretion and subject to any applicable requirements of the Act, determine that there shall be payable a benefit calculated as described in Article 7A of Schedule A to these Rules.
- (2) In the event that a Terminal Medical Condition exists in relation to a Spouse Member the Trustee may, in its absolute discretion and subject to any applicable requirements of the Act, determine that there shall be payable a benefit calculated as described in Article 5(2) of Schedule B to these Rules.
- (3) In the event that a Terminal Medical Condition exists in relation to a Retained Benefit Member the Trustee may, in its absolute discretion and subject to any applicable requirements of the Act, determine that there shall be payable a benefit pursuant to Article 5(1) of Schedule C to these Rules.”

3. Rule 9 is deleted and replaced as follows:

“9. Disablement Benefit

In the event of:

- (a) a Member leaving Employment before the Normal Retirement Date as a result of Total and Permanent Disablement; and
- (b) no amount having been paid or having become payable in respect of the Member under Rule 8A,

there shall be payable from the Plan to or in respect of that Member an amount calculated as described in Article 8 of Schedule A to these Rules.”

4. Rules 13(1) and 13(2) are deleted and replaced as follows:
 - “(1) Upon an amount becoming payable pursuant to any Rule, the Trustee shall subject to the provisions of the Deed pay that amount in accordance with the provisions of this Rule and make a corresponding reduction to the Member’s remaining benefits (if any) in the Plan as determined by the Trustee having regard to such matters as the Trustee considers relevant.
 - (2) While the Member is still in Employment no payment shall be made pursuant to this Rule except:
 - (a) for the maintenance or support of the Member or the Dependants of the Member and for the purpose of relieving hardship; or
 - (b) in any other circumstances (including the attainment of the Required Payment Date by the Member or in the circumstances contemplated by Rule 8A(1)) where such payment may be permitted or required under the Act.”

5. The Rules are amended by inserting a new Rule 13(5A) immediately after Rule 13(5) as follows:

“(5A) If a Member or Other Beneficiary dies before the whole of a benefit payable under Rule 8A has been paid or applied, that benefit or any balance thereof shall be payable in accordance with Rule 13(7).”

6. Schedule A is amended by inserting a new Article 7A immediately after Article 7 as follows:

“7A. Terminal Medical Condition Benefit

If the Trustee determines that a benefit is payable in respect of a Member under Rule 8A(1), the amount of the benefit payable shall be equal to the amount that would have been payable under Rule 8 if the Member had died on the first date the Terminal Medical Condition exists or on such other date (if any) as the Trustee may determine either generally or in any particular case.”

7. Article 5(1) of Schedule B is amended by inserting a new paragraph (ha) immediately after paragraph (h) as follows:

“(ha) the Trustee determines that a benefit is payable in respect of the Spouse Member under Rule 8A(2); or”

8. Article 5(2) of Schedule B is deleted and replaced as follows:

“(2) Otherwise than as provided in Article 6 or Article 7 of this Schedule the benefit payable in respect of a Spouse Member is equal to the Plan Credit of the Spouse Member standing to his or her credit on the day of the event pursuant to Article 5(1) of this Schedule.”

9. Schedule B is amended by inserting new Article 7 immediately after Article 6 as follows:

“7. Terminal Medical Condition Benefit

If the Trustee determines that a lump sum benefit is payable in respect of a Spouse Member under Rule 8A(2), the amount of the lump sum benefit shall be equal to the amount that would have been payable under Article 6 of this Schedule if the Spouse Member had died on the first date the Terminal Medical Condition exists or on such other date (if any) as the Trustee may determine either generally or in any particular case.”


10. Schedule C is amended by replacing the full stop at the end of Article 4(2)(e) with a semi-colon and inserting the following Article 4(2)(f) immediately thereafter:

“(f) any other sums received on trust which the Trustee determines to credit to the Retained Benefit Account.”

- 11. Subject to the applicable law, the parties may execute this deed using electronic signatures and electronic copies.
- 12. This deed shall take effect on and from 1 November 2020.

EXECUTED AS A DEED

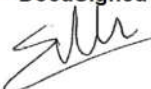
Executed by **ORACLE CORPORATION AUSTRALIA PTY LIMITED**)
ABN 80 003 074 468 in accordance with)
the provisions of Section 127)
of the Corporations Act 2001)

DocuSigned by:

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Director/Secretary

Shane Congdon

Name (Please print)


DocuSigned by:

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Director

Erik Lee

Name (Please print)

Executed by **TOWERS WATSON SUPERANNUATION PTY LTD**)
ABN 56 098 527 256 in accordance with)
the provisions of Section 127)
of the Corporations Act 2001)



Director/Secretary

Andrea Piaia

Name (Please print)



Director

John Burnett

Name (Please print)