

HEALTH WEALTH CAREER

MERCER SPECTRUM

PRODUCT DISCLOSURE
STATEMENT

JULY 2015



MAKE TOMORROW, TODAY



ABOUT THIS DOCUMENT

This Product Disclosure Statement is issued by Mercer Outsourcing (Australia) Pty Ltd (MOAPL), ABN 83 068 908 912, Australian Financial Services Licence (AFSL) 411980.

MOAPL is a wholly owned subsidiary of Mercer (Australia) Pty Ltd (Mercer) ABN 32 005 315 917.

MOAPL has appointed Mercer to administer MercerSpectrum on its behalf.

MOAPL is referred to as 'we', 'us' or 'our' throughout this PDS.

This PDS provides information about MercerSpectrum. MercerSpectrum is an online facility through which an employer can transfer superannuation contributions in respect of its employees from a payroll system and bank account to multiple superannuation funds in a single transaction.

MercerSpectrum is available only to an employer whose Default Fund for Fund Choice purposes is a superannuation fund administered by MOAPL.

The information in this PDS is general information only and does not take into account your financial situation, needs or objectives. You should not take any action on the information in this PDS without consideration of your particular financial situation, needs and objectives. In deciding whether to use or continue to use MercerSpectrum you should read this PDS carefully and you should seek appropriate advice if you need help making a decision.

MOAPL is responsible for the contents of this PDS. SuperChoice Services Pty Ltd (SuperChoice) ABN 78 109 509 739 and PayClear Services Pty Limited ABN 93 124 852 320 AFSL number 314357 have both consented to their inclusion and reference in this PDS and this consent has not been withdrawn before the date of this PDS.

THE CONTACT DETAILS FOR MOAPL ARE:

Mercer Outsourcing (Australia) Pty Ltd
GPO Box 4303
Melbourne VIC 3001
Tel: 1800 682 525

Information about MercerSpectrum is available by calling the MercerSpectrum Helpline on 1300 721 408.

STAYING UP TO DATE

The information contained in this PDS is up to date at its preparation. However, some of the information may change from time to time. If there is a material change, inaccurate statement or material omission from this PDS we will inform you as required by law. For other changes and information, you can obtain up to date information at any time by calling the MercerSpectrum Helpline on 1300 721 408.

We can send you a copy of the updated information on request, free of charge.

This document can only be viewed by employers receiving it (electronically or otherwise) in Australia.

GLOSSARY

Business Day means a day not being a Saturday, Sunday or national public holiday.

Chosen Fund means a superannuation fund chosen by an employee pursuant to Fund Choice.

Contribution Instruction means the member data and contribution amounts for each member which an employer submits on the Site for a single period.

Default Fund means the complying superannuation fund selected by the employer under Fund Choice to which the employer will make SG contributions if an employee does not nominate a Chosen Fund.

Direct Credit means the facility by which an employer pays for superannuation contributions by sending an EFT from its bank account to the MercerSpectrum Clearing Account.

Direct Debit means the facility by which monies are automatically debited from the employer's bank account to pay for superannuation contributions. Fees may be levied by the financial institution providing this facility.

EFT means Electronic Funds Transfer, an electronic exchange of money from one bank account to another.

Fund Choice means the legislative requirements set out in Part 3A of the SG Legislation that enable eligible employees the option to select their superannuation fund for payment of SG contributions.

GST has the meaning given to that term by the A New Tax System (Goods and Services Tax) Act 1999.

MOAPL administered fund means a complying superannuation fund (including the Default Fund) that is administered by MOAPL.

MercerSpectrum means our clearing house facility which enables employers to arrange for the electronic payment and transfer of super contributions from a payroll system and bank account to multiple superannuation funds.

MercerSpectrum Clearing Account means a bank account used by Mercer as a central account to hold monies remitted by employers for members of Chosen Funds until such time the monies have been cleared by a financial institution.

SG Charge means a charge imposed under the SG Legislation if required SG contributions are not made in the time and manner as required under the SG Legislation.

SG contributions means contributions made by an employer in respect of an eligible employee under the SG Legislation.

SG Legislation means the Superannuation Guarantee (Administration) Act 1992 and associated regulations which require all employers to provide a minimum level of superannuation contributions for their eligible employees.

Site means a dedicated internet site and accessible at www.mercerspectrum.com or such other location as Mercer notifies an employer in writing from time to time.

Terms and Conditions means the MercerSpectrum Terms and Conditions on pages 9 to 19 of this PDS governing the use of MercerSpectrum.

ABOUT MERCERSPECTRUM

MercerSpectrum is a clearing house facility which can help provide simple and easy solutions to employers' Fund Choice issues. It is designed to help minimise the amount of work for an employer's payroll and HR departments around the processing and payment of superannuation contributions to multiple superannuation funds in respect of employees.

MercerSpectrum is a web-based service for employers which enables employers to arrange for the electronic payment and transfer of super contributions from a payroll system and bank account to multiple superannuation funds in a single transaction. For MOAPL administered superannuation funds, employers can also transfer membership data for new and existing employees, and make changes to these employees' details.

SERVICE PROVIDERS

MOAPL, the issuer of MercerSpectrum, has appointed Mercer to administer MercerSpectrum on its behalf. Mercer has appointed SuperChoice as the clearing house provider. SuperChoice provides services including the transmission of data and the processing of payment instructions. Under the agreement with SuperChoice, it is permitted to appoint contractors or agents. SuperChoice has engaged PayClear Services Pty Limited ("PayClear") to process the payment of superannuation contributions through PayClear's non-cash payments facility. The superannuation contributions an employer pays on behalf of its employees will ultimately be distributed to the relevant Chosen Funds by PayClear under this arrangement.

GETTING STARTED WITH MERCERSPECTRUM

In order to use MercerSpectrum there is a series of steps that need to be undertaken. As it is important for Mercer to understand your current processes for submission of superannuation data, a MercerSpectrum consultant will arrange a time to discuss with you how MercerSpectrum works and complete an analysis of your current payroll system. After this analysis and agreement on the best method for you to use MercerSpectrum, you will need to sign documentation regarding the electronic transmission of funds. Once we have completed our set up and testing we will issue to your nominated users, ID's and passwords for their use of the system, and provide them with training and support tools. By using MercerSpectrum you agree to be bound by the MercerSpectrum Terms and Conditions set out on pages 9 to 19 of this PDS (which may be amended from time to time). Where there is a change in the Terms and Conditions you will be given appropriate prior notice of any such change.

Payment of your contributions is by Direct Debit or Direct Credit, and you must complete the relevant application form.

If you choose to pay by Direct Debit, you also must read the Client Initiated Direct Debit Request Agreement which is available at the back of this PDS or by contacting the MercerSpectrum Helpline on 1300 721 408.

If you choose to pay by Direct Credit, you must also read the Direct Credit Agreement which is available at the back of this PDS or by contacting the MercerSpectrum Helpline on 1300 721 608.

HOW MERCERSPECTRUM WORKS FOR EMPLOYERS WHO USE DIRECT DEBIT

Step 1 – you initiate the transaction

Step 2 – we continue the transaction

- Once we have received your online authorisation, SuperChoice as our Clearing House provider automatically generates a banking file which contains the:
 - (a) debit information from your nominated bank account;
 - and
 - (b) credit information to the:
 - i. fund bank account (for employees who are members of MOAPL administered funds);
 - ii. MercerSpectrum Clearing Account (for employees who have chosen another fund).
- This file is then loaded into the banking network to enable the withdrawal of funds from your nominated bank account.
- The banking file takes the amounts from your nominated bank account using Direct Debit and deposits these amounts into the relevant fund bank account (for employees who are members of MOAPL administered funds) or the MercerSpectrum Clearing Account (for employees with Chosen Funds).

Step 3 – we allocate the contributions

- Contributions for employees in MOAPL administered funds are allocated to members' accounts in accordance with the data provided by you. The time taken for this is in accordance with agreed service standards and legislative requirements.
- Our Clearing House provider arranges for contributions in the MercerSpectrum Clearing Account to be paid to the employees' Chosen Funds either by electronic transfer (EFT) or by cheque if the fund does not accept payments electronically. Subject to legislative requirements this process can generally take up to 7 Business Days to allow, time for money in the various bank accounts to be cleared in accordance with standard banking procedures. Cheque payments may take longer than 7 Business Days to reach the employees' Chosen Fund as the cheque will be mailed to the Chosen Fund.
- Confirmation of the cleared funds is provided to you via email for both the MOAPL administered funds and the MercerSpectrum Clearing Account.

HOW MERCERSPECTRUM WORKS FOR EMPLOYERS WHO USE DIRECT CREDIT

Step 1 – you initiate the transaction

You notify us of the superannuation contributions for the period by submitting on the Site a Contribution Instruction setting out contribution amounts for each member.

Step 2 – we give you a payment request

We provide you with a payment request with a reference number on it to make a single EFT payment to the MercerSpectrum Clearing Account.

Step 3 – you make the payment

- You make a single payment for the contributions for the period using the reference number provided on our payment request.
- Once we confirm receipt of your payment into MercerSpectrum Clearing Account, we will then generate a banking file which contains the:
 - (a) debit information from the MercerSpectrum Clearing Account;
 - and
 - (b) credit information for the portion of contributions for employees who are members of MOAPL administered funds to the fund bank account;
- This file will then be loaded into the banking network to process the movement of the funds.

Step 4 – we allocate the contributions

- As noted above, contributions for employees in MOAPL administered funds are allocated to members' accounts in accordance with the data provided by you. The time taken for this is in accordance with agreed service standards and legislative requirements.
- Our Clearing House provider arranges for the remaining contributions in the MercerSpectrum Clearing Account to be paid to the employees' Chosen Funds either by electronic transfer (EFT) or by cheque if the fund does not accept payments electronically. Subject to legislative requirements this process can take up to 7 Business Days to allow time for money in the various bank accounts to be cleared in accordance with standard banking procedures. Cheque payments may take longer than 7 Business Days to reach the employees' Chosen Fund as the cheque will be mailed to the Chosen Fund.
- Confirmation of the cleared funds is provided to you via email for both the MOAPL administered funds and employees' Chosen Funds.

HOW TO PAY SUPERANNUATION CONTRIBUTIONS BY DIRECT DEBIT

Contribution payments are made by Direct Debit by you completing the application form including the Client Initiated Direct Debit Request Agreement at the back of this PDS.

Completing this form enables Mercer to establish an electronic transfer of funds from your nominated bank account to the bank account of the relevant MOAPL administered fund and via the MercerSpectrum legislative requirements and Clearing Account to any other Chosen Funds chosen by your employees as advised by you. Note: the timing and amount of this debit are entirely controlled by you as the paying entity.

Fees may be levied by your financial institution for using any of these facilities.

HOW TO PAY SUPERANNUATION CONTRIBUTIONS BY DIRECT CREDIT

Refer to the information on page 4 under the heading "How MercerSpectrum works for Employers who use Direct Credit".

TIMING OF PAYMENTS TO EMPLOYEES' CHOSEN FUNDS

Subject to legislative requirements and the Terms and Conditions, contributions made via MercerSpectrum to employees' Chosen Funds will generally be sent within 7 Business Days from the day the superannuation contributions and membership data are transmitted to us. Payments will be sent electronically or by cheque, depending on the receiving Chosen Fund's preference. Subject to legislative requirements cheque payments may take longer than 7 Business Days to reach the employee's Chosen Fund as the cheque will be mailed to the Chosen Fund.

You need to take these timeframes into account to ensure that all payments are made by you as employer and received by the Chosen Fund in time to meet the legislative deadlines for the payment of SG contributions. If you do not make your payments in time to comply with these deadlines there is the risk you will breach your legislative obligations and have to pay the SG Charge.

We and the clearing house provider are entitled to retain any interest derived as a result of monies being held whilst ensuring your payment will be honoured by your financial institution.

FEES AND CHARGES

The fee charged for MercerSpectrum is set out below. The fee will be indexed annually each 1 January to Average Weekly Ordinary Time Earnings. The indexed fee for 1 January 2014 is set out below. The next indexation will occur on 1 January 2015. We reserve the right to waive this fee in whole or in part.

The fee is measured by the number of transactions made to Default and Chosen Funds where a "transaction" is defined as a "payment to a fund". The number of transactions is measured on a quarterly basis for all transactions during the period.

	Fee
If 75% or more of your employees' transactions are made to the Default Fund which is administered by MOAPL:	No fee is charged for using MercerSpectrum
If less than 75% of your employees' transactions are made to the Default Fund which is administered by MOAPL:	A fee of up to \$1.29 (plus GST) per member per transaction for each employee in excess of 25% who have a Chosen Fund that is not a MOAPL administered fund, is charged.

FEES INCREASES (OTHER THAN INDEXATION)

In addition to the indexation of fees, we reserve the right to increase the fee at any time without your prior approval. You will be provided with 45 days written notice of any such increase.

THE BENEFITS OF CHOOSING MERCERSPECTRUM

The key benefits of choosing MercerSpectrum are:

EFFICIENT, SAVES TIME AND MONEY

MercerSpectrum can help reduce the administrative burden you face in managing the payment of superannuation contributions to multiple superannuation funds under Fund Choice. It simplifies administrative processes – superannuation contributions are transferred from your payroll system and bank account to multiple superannuation funds in a single transaction. It removes the need for unnecessary paperwork and the cost of drawing and sending cheques to multiple superannuation funds.

ACCURATE – REDUCES THE RISK OF ERRORS

MercerSpectrum works with most payroll systems. It allows you to directly upload employee and superannuation contribution details for your payroll system to MercerSpectrum which helps minimise the risk of human error. It also helps with any reconciliation issues – MercerSpectrum has checks in place to identify errors upfront, generally reducing the need for manual reconciliations.

FLEXIBLE – YOU CAN USE IT AT ANY TIME

You can access the service at any time (subject to scheduled downtime) using your normal internet access service.

YOU KEEP CONTROL

You have total control over the amount and timing of each remittance. The funds transferred are equal to the contribution data that is also contained within the remittance and electronically transferred to us. We can only initiate the transfer of funds from your bank account if you use Direct Debit after receipt of online authorisation by you.

You can also get a history of previous files submitted with details of members, funds and amounts. You can also see who initiated and authorised a transaction.

SECURITY

MercerSpectrum is a secure system accessible only by authorised users – different authorisation levels can be set up, all of which are password driven. It uses a private cryptographic key system, known as Secure Socket Layer (SSL) which encrypts and decrypts data that is sent between your computer and MercerSpectrum.

RISKS ASSOCIATED WITH USING MERCERSPECTRUM

As with any clearing house facility, there is always a degree of risk. The key risks associated with using MercerSpectrum are:

DELAY IN PAYMENT — LEGISLATIVE PENALTIES

The distribution of contributions from the MercerSpectrum Clearing Account (for employees who have chosen another fund) will generally be sent within 7 Business Days of:

- (a) if you used Direct Debit, receiving payment;
- (b) if you used Direct Credit, receiving a payment and a Contribution Instruction totalling the same amounts,

or such short period required under Superannuation Law. This timeframe allows for clearance of funds in the banking system and processing of data.

The contributions may not be received by the Chosen Fund for a further additional period if the employee's Chosen Fund cannot accept contributions electronically and the payment has to be sent by cheque (See "External funds" below for further details).

In using MercerSpectrum you should be aware of your obligations under SG Legislation and ensure you allow sufficient time for contributions to be processed within the required legislative timeframe – a breach of your legislative obligations could result in an SG Charge and other monetary penalties for failure to meet your obligations under SG Legislation.

TECHNICAL ERRORS

From time to time there may be delays in processing and transferring contributions to nominated super funds due to things such as failure of the electronic payment system, mail delivery, industrial disputes or system failure.

Technical errors affecting the systems used by MercerSpectrum and its Clearing House provider (SuperChoice) may, among other things, prevent the timely and accurate payment and processing of contribution data.

UNAUTHORISED USE OR FRAUD

Unauthorised use of MercerSpectrum by a third party, including circumstances where user ID and password is compromised, may lead to fraud, data corruption, defects in transmission or viruses. You are solely responsible for the safety and security of the user ID and password for each user you advise as being authorised to use MercerSpectrum and MOAPL and Mercer will not be held responsible for any unauthorised transactions.

EXTERNAL FUNDS

We have no control over how long an external fund (i.e. not a MOAPL administered fund) will take to process contributions into employee's super accounts/benefits.

External superannuation funds may have different service levels for allocating contributions to members' accounts which may affect the timing of contributions and expose the employer to a breach of its obligations under SG Legislation. These timeframes are not considered in the Terms and Conditions for MercerSpectrum set out on pages 9 to 19 of this PDS.

Contributions may be rejected by some external funds if you are not registered as a participating employer.

If the external fund has changed its address or bank account details and has not notified our clearing house provider, your contributions may be delayed or not received.

HUMAN ERROR

While we issue each of the authorised users with a user ID and password, you are responsible for ensuring that the contribution or fund information and other data provided by you via MercerSpectrum is complete and accurate. If incorrect or incomplete information or other data is provided this may result in the contribution information being rejected, delayed, sent to the wrong fund or incorrect amounts being allocated to members, who are your employees. If this happens, you will be responsible for recouping and correcting these amounts as necessary.

INQUIRIES AND COMPLAINTS

INQUIRIES AND COMPLAINTS

We have established procedures in place for handling any inquiries or complaints in respect of MercerSpectrum.

If you have any inquiries, you can call the MercerSpectrum Helpline on 1300 721 408.

If you have a complaint, please contact the Complaints Officer:

MercerSpectrum
Complaints Officer — Financial Services
GPO Box 9946
Melbourne Vic 3001
Telephone 03 9623 5555

We will try to resolve your complaint quickly and fairly.

If the complaint is not resolved within 45 days, or to your satisfaction, if you are an individual or a small business you may have the right to complain to the Financial Ombudsman Service (FOS). This service is provided to you free of charge. Sometimes we may ask for longer than 45 days to respond to your complaint, if the matter is complex or if there is a problem locating relevant documents.

For further information contact FOS:

Mail:	GPO Box 3 Melbourne VIC 3001
Telephone:	1300 780 808
Facsimile:	03 9613 6399
Email:	info@fos.org.au
Internet:	www.fos.org.au

MERCERSPECTRUM TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purpose of these Terms and Conditions the following definitions apply unless the context requires otherwise.

Australian Financial Services Licence has the same meaning as provided in the Corporations Act.

Business Day means a day not being a Saturday, Sunday or national public holiday.

Choice of Fund Services means the electronic remittance of a Contribution.

Client Initiated Direct Debit Request Agreement means a Client Initiated Direct Debit Request Agreement agreed to by You by completing the application form at the back of this PDS and accepted by Us which applies to Contributions notified by You to Us via the Site.

Commencement Date means the date on which You first agree to be bound by these Terms and Conditions as amended from time to time, by signing the Declaration in the Application Form attached to this PDS.

Contribution means the amount payable by You or which You are authorised by any Employee to pay on his or her behalf to an Eligible Choice Fund.

Contribution Instruction means the member data and contribution amounts for each member which You Submit for a single period.

Cut-off Time (Stop Payment File) means 3.00pm on the Business Day following a drawing against Your Nominated Account for Direct Debit employers.

Default Fund means a superannuation fund referred to in section 32C(2) of the Superannuation Guarantee (Administration) Act 1992.

Distribution means the process of paying monies to the Default Fund and Eligible Choice Funds.

EFT means Electronic Funds Transfer, an electronic exchange of money from one bank account to another as required to make payment for Direct Credit contributions.

Eligible Choice Fund means a fund as defined in section 32D or section 32E of the Superannuation Guarantee (Administration) Act 1992.

Employee means any person on whose behalf You are authorised to pay Contributions, including, where applicable, a Spouse.

Employer is the name recorded on the application form at the back of this PDS.

Fee means the fee set out in the Product Disclosure Statement as indexed or increased from time to time. MOAPL reserves the right to waive the Fee in whole or part.

Fund means any person specified in writing by You to which You wish to pay a Contribution.

Insolvent means being an insolvent under administration or insolvent (each as defined in the Corporations Act 2001) or having a controller (as defined in the Corporations Act 2001) appointed, or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

Licensable Financial Services means those services which may only be provided by the holder of an Australian Financial Services Licence and includes Choice of Fund Services.

Messages are all items of any description (including but not limited to Contributions) transmitted by electronic means by You to Us via the Site.

MercerSpectrum Clearing Account is the bank account used for all Direct Credit contributions, as well as Direct Debit Eligible Choice Contributions.

Mercer means Mercer (Australia) Pty Ltd ABN 32 005 315 917 and its subsidiaries and related bodies corporate within the meaning of the Corporations Act 2001.

MOAPL means Mercer Outsourcing (Australia) Pty Ltd ABN 83 068 908 912 Australian Financial Services Licence #411980.

Notification means for the purpose of Clause 4, Your authorisation to Us of a Contribution batch remittance for employers using Direct Debit as the payment method.

Payment Request means the payment request for the total of the superannuation contributions for a single period and we provide this request to You after we receive Your Contribution Instruction.

Personnel of a person includes all employees, agents, contractors, consultants, directors and officers of that person or corporation and includes anyone authorised to act on behalf of that person.

Services mean the services accessible to You via the Site and includes Licensable Services and any other services agreed in writing between the parties.

SG Payment means a payment made by You pursuant to the Superannuation Guarantee (Administration) Act 1992.

SG Payment Date means the 28th day of the month following the end of the calendar quarter, being either: 28 July, 28 October, 28 January or 28 April of any calendar year.

Site means a dedicated Internet site and accessible at www.mercerspectrum.com or such other location as We notify to You in writing from time to time.

Spouse has the same meaning provided in the Superannuation Industry (Supervision) Act 1993 in relation to that term.

Stop Payment Request means a written request by You to Us to stop a drawing upon Your Nominated Account.

Submit means deliver information via the Site.

Trace means the process of identifying the source of an EFT payment.

User means You and includes any employee of Yours or other person who is authorised by You to access the Site and agrees to these Terms and Conditions on their and Your behalf.

We/Us/Our means MOAPL or Mercer as the case may be.

You/Your, means the employer and/or any authorised User who pays Contributions on behalf of Employees to the Fund who agrees to these Terms and Conditions and is thereby authorised to access the Site and use the Services.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to these Terms and Conditions includes a reference to any replacement, variation, or notation of them;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;

- (e) a reference to conduct includes a reference to any omission, statement or undertaking, whether or not in writing;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) a reference to a party to these Terms and Conditions or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- (h) nothing in these Terms and Conditions is to be interpreted against a party solely on the ground that the party put forward these Terms and Conditions or any part of them;
- (i) the word "person" shall include a corporation, trust, authority, state or government and vice versa.

2. SERVICES

2.1

In consideration of the selection of a MOAPL administered fund as the Default Fund and payment of the applicable Fee (if any), We will provide You with the Services on these Terms and Conditions. You shall pay the Fee within 14 days of receipt of our tax invoice for the Fee.

2.2

The attributes of, functionality of and information provided on and/or through the Site may be changed or suspended by Us in our absolute discretion from time to time.

2.3

- (a) This clause applies where you have requested us to provide Choice of Fund Services or We provide You with Services that are Licensable Financial Services including the provision of Services under these Terms and Conditions.
- (b) Any Services that are Licensable Financial Services are provided by MOAPL as an AFS licence holder.

3. TERMS AND CONDITIONS OF USE OF THE SITE

3.1

Users of the Site will require a valid username and password to gain access to the Site. We will provide a user ID to those persons reasonably nominated by You and will impose such restrictions on the Users access to the Site as agreed between You and Us.

3.2

You agree that any person using a valid username and password to gain access to the Site ("Authorised Employee") is authorised by You to agree to these Terms and Conditions on Your behalf.

3.3

You must ensure that Users:

- (a) keep their username and password secure and confidential;
- (b) immediately notify Us if they believe that their username and/or password has been compromised;
- (c) change their username and/or password if requested by Us;
- (d) may only access the Site to provide, alter or obtain information authorised by these Terms and Conditions and not attempt to access any other user's information; and
- (e) do not access or attempt to alter any information contained in the Site beyond the level of access permitted by Us to that User.

3.4

You acknowledge that failure by any User to keep their username and password secure and confidential may result in unauthorised use of the Site, unauthorised access to information, unauthorised transfer of Contributions to Funds and other unauthorised transactions and You agree that You are solely responsible for loss or damage (whether direct or indirect) caused by any unauthorised use of usernames and passwords issued by Us to You, unless You have notified Us in writing that User access rights have been terminated for a nominated User.

3.5

You agree that We are entitled to assume that any information submitted in conjunction with a valid username and password is duly authorised, complete and correct and originates from a User, whether or not that is the case.

3.6

We are not responsible for checking the accuracy, completeness or validity of any information received by Us from You or to check whether or not such information should have been sent by You.

3.7

You are responsible for arranging, at Your expense, Your means of access to the Site for Users through an internet service provider or by other means. We have no responsibility for the service provided by the internet service provider.

3.8

You acknowledge that You are solely responsible for support or maintenance of any computer hardware or non-Service software operated by You.

3.9

All access to the Site is provided on these Terms and Conditions. You must bring these Terms and Conditions to the notice of all Users and inform those Users that use of the Site indicates their acceptance of these Terms and Conditions insofar as they relate to their use of the Site and that they and You are bound by them.

3.10

You must instruct Your Personnel to not knowingly insert (or procure any person to insert) any virus or code which would have the effect of disrupting, impairing, disabling or otherwise adversely affecting or shutting down or compromising the security or integrity of data, the Site or the Services or denying Us access to all or any portion of the Site.

3.11

You confirm to Mercer by use of the Services that You have been lawfully authorised by Your Employees to submit the Employee's tax file number and the tax file number has been given by the Employee for, amongst other things, superannuation purposes.

4. CLIENT INITIATED DIRECT DEBIT ARRANGEMENT

4.1

- (a) This clause 4 only applies when a valid Client Initiated Direct Debit Request Agreement is in force.
- (b) For the purposes of this clause 4, the definition of any terms used in the Client Initiated Direct Debit Request Agreement are adopted and incorporated into this clause 4.

4.2

In addition to the terms and conditions set out in the Client Initiated Direct Debit Request Agreement, You agree:

- (a) We are not required to initiate any drawing if:
 - i. Any Notification contains incorrect details that preclude it from being processed; and/or
 - ii. We reasonably believe there are insufficient cleared funds available in Your Nominated Account to meet the drawing;
- (b) You are responsible for preparation of all Notifications and correction of any errors contained in any Notification including (without limitation) effecting refunds of any incorrect transactions that may be processed in accordance with Your instructions;
- (c) You are responsible for all costs and losses consequent on or related to Your duplication of any Notification to Us;
- (d) Each Notification constitutes an irrevocable authority to Us to initiate any drawing on Your behalf.

4.3

We are not responsible for, but will use reasonable endeavours to assist You to effect refunds where Notifications have been compiled in error by You and subsequently We have initiated a drawing.

4.4

We will use reasonable endeavours to action a Stop Payment Request received from You before the Cut-off Time.

4.5

Where You are required to make an SG Payment, then You will ensure that the Notification is received by Us no later than 7 Business Days prior to the SG Payment Date.

4.6

You agree to indemnify Us in connection with all losses, outgoing, demands, damages, actions, suits, proceedings whatsoever arising directly or indirectly out of or in connection with:

- (a) Your breach of the Client Initiated Direct Debit Request Agreement including Your failure to ensure that there are sufficient cleared funds in Your Nominated Account to meet any drawing;
- (b) any claims made by any Financial Institution when processing any payment instruction initiated by a Notification.

For the purposes of this clause a Financial Institution is a bank, building society or credit union which from time to time participates in the Australian Payments Clearing Association Limited's bulk electronic clearing system.

4.7

Unless otherwise agreed between the parties, You will deliver the Notification to Us via the Site. In the event of transmission failure, You will use Your best endeavours to retransmit the Notification until successful transmission is received by Us.

4.8

We shall only be responsible for a loss where investigations show that the loss is solely and directly caused by Our failure to initiate a drawing in accordance with Your instructions.

5. DIRECT CREDIT ARRANGEMENT

5.1

Where We receive an EFT amount from You which is less than the Payment Request, We will not initiate Distribution and We will return the amount to You unless within a reasonable time either:

- (a) the receipt of an additional payment by You for the shortfall is confirmed by Us; or
- (b) We receive a replacement Contribution Instruction containing a total which equals the amount of the payment.

5.2

Where We receive an EFT amount from You which is greater than the Payment Request, We will not initiate Distribution and We will return the amount to You unless within a reasonable time We receive a replacement Contribution Instruction containing a total which equals the amount of the payment.

5.3

Where an EFT payment has been made to Us using an EFT reference which differs from the one provided to You in the Payment Request, We will make reasonable endeavours to identify the source of the payment, and where:

- (a) We are able to verify You as the source of the payment, We will initiate Distribution within a reasonable time frame of our verification; or
- (b) We are unable to verify the source of the payment, then we may initiate a Trace and You will be liable to meet the cost of any Trace fees charged to Us by our banking provider if it is found that You made the payment to Us and you authorise Us to deduct any such fees from the repayment to You.

5.4

Where an EFT payment has been made to Us by You where You have not Submitted a Contribution Instruction, and where:

- (a) We are able to verify You as the source of the payment, We will request You Submit a corresponding Contribution Instruction; or
- (b) We are unable to verify the source of the payment, then we may order a Trace and You will be liable to meet the cost of any Trace fees charged to Us by our banking provider if it is found that You made the payment to Us and you authorise Us to deduct any such fees from the repayment to You.

5.5

You agree to indemnify Us in connection with all losses, outgoing, demands, damages, actions, suits, proceedings whatsoever arising directly or indirectly out of or in connection with any EFT payment for member contributions is made by You to any bank account other than the MercerSpectrum Clearing Account.

5.6

Where You are required to make a SG Payment, then You will ensure that the necessary conditions for us to verify the payment and Contribution Instructions are received by Us no later than 7 Business Days prior to the SG Payment Date.

5.7

Unless otherwise agreed between the parties, You will deliver the Contribution Instruction to Us via the Site. In the event of transmission failure, You will use Your best endeavours to retransmit the Contribution Instruction until successful transmission is received by Us.

5.8

Any Contribution Instruction Submitted after 6:00pm (or other time notified to You by Us) may result in a further 1 Business Day delay in Distribution.

6. CONTENT OF SITE

6.1

We have compiled the documentation and information contained in the Site in good faith. We have made reasonable efforts to ensure that all information provided through or obtained from the Site is accurate at the time of inclusion. However, the Site and information contained in or obtained from the Site may include inadvertent and occasional errors. To the extent that We identify inaccuracies or omissions in the Site, We will post a notice alerting Users to, and will rectify, those inaccuracies or omissions as soon as reasonably practicable.

6.2

You acknowledge that the content of the Site is current only as at "last update".

6.3

We will make all reasonable efforts to ensure the availability and security of the Site and the integrity of the data accessed by Users through the Site.

7. RIGHTS IN THE SITE

7.1

Subject to clause 6.3, We have all right and interest in and to copyright in all text and graphic images in the Site.

7.2

We grant You the right to access and use the Site subject to these Terms and Conditions.

7.3

Intellectual property rights in certain material on or processes used in constructing or accessing the Site may be the property of third parties. If You seek to reproduce or otherwise use any such material or process in any manner which would involve the exercise of the rights of the intellectual property owner, it is Your responsibility to seek permission for that reproduction or other use from the relevant third party or parties.

7.4

You agree that You shall not and You shall not permit Users to download, reproduce, transfer, publish, alter or use any logos, symbols or trademarks belonging to Us and displayed at the Site for any purpose other than the purposes permitted under these Terms and Conditions.

8. SITE PREPARED FOR AUSTRALIAN RESIDENTS

The information contained in the Site is prepared for residents of Australia only.

9. REPORT OF FAULTS OR MALFUNCTIONS

You are responsible for reporting to Us any faults or malfunctions affecting the Site. You must assist Us to identify the fault or malfunction by providing Us with sufficient details of the fault or malfunction to enable Us to locate and rectify the fault or malfunction affecting the Site.

10. TERM

Subject to Clause 12, these Terms and Conditions commence on the Commencement Date and will continue until terminated in accordance with Clause 13.

11. PRIVACY AND SECURITY

11.1

You warrant that you are entitled to provide Us with an Employee's personal information.

11.2

Where required by law, You are obligated to give a copy of the Privacy Statement appended to these Terms and Conditions to each of Your employees in respect of whom Contributions are paid by You under these Terms and Conditions.

11.3

Your personal information will be handled in accordance with our Privacy Policy, which is available at www.mercer.com.au/privacy.htm.

11.4

Our server records the information provided by your browser when you visit the Site. This includes the date and time of your visit, the pages accessed and documents downloaded. It also includes your server's IP address and if you have been referred to this web site from another site, the address of the referring site. This is anonymous statistical data and no attempt will be made to identify users or their browsing activities. We use this information to evaluate our web site performance and to continually improve our services.

11.5

The Site uses cookie files to provide you with unique session identification whilst using the Site. A Cookie is a small text file that a web site stores on your computer to identify you during a visit. This session identification is used to ensure accurate processing on the site, but does not contain any information that identifies you personally. The cookie is overwritten each time you log onto the site again. You have the ability to delete the cookie files from your hard drive at any time, however it should be noted that the cookie files may be necessary for you to access, and use to the full potential, all the content and features provided on the site.

11.6

We place a high priority on the security of visitor and User information. We maintain the Site and all associated data with technical, administrative, and physical safeguards to protect against loss, unauthorized access, destruction, misuse, modification, and improper disclosure. The information you enter on the Site, including your password, are stored securely by Mercer on our data servers. However, no computer system or information can ever be fully protected against every possible hazard. Mercer is committed to providing reasonable and appropriate security controls to protect the Site and its information against foreseeable hazards.

You must maintain the confidentiality of your password, and are responsible for restricting unauthorized access to your computer.

12. LIABILITY

12.1

Subject to Clauses 12.3, 12.6 and 12.7, but without limiting Clause 12.4, You acknowledge that We have not made, and that no person acting on Our behalf has made, any representation that the use of the Site will not infringe any third person's rights, including, without limitation, any third person's patent rights or copyright.

12.2

Notwithstanding anything herein to the contrary, You acknowledge that the content of the Site is supplied "as is" and that We have not made, and that no person acting on Our behalf has made, any representation as to the suitability of the content of the Site or any information provided or obtained by access to the Site for any particular purpose.

12.3

Without limiting Clauses 12.1 or 12.2, You acknowledge that We have not made, and that no person acting on Our behalf has made, any representations or warranties about any content of the Site or any information provided or obtained by access to the Site, including any hypertext links or any other material used or obtained (directly or indirectly) from the Site.

12.4

To the maximum extent permitted by law, all terms and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage or otherwise in relation to the supply of services under these Terms and Conditions or otherwise in connection with these Terms and Conditions, are expressly excluded, including without limitation any warranties or terms with respect to computer viruses or the availability and security of the Site and the integrity of data accessed through the Site.

12.5

Certain links on the Site may lead to resources located on servers maintained by others over whom We have no control. We make no representation as to, and accept no liability for, the accuracy or any other aspects of the information contained on such servers or with respect to any other matter relating to or arising in connection with access to such resources or servers.

12.6

Subject to Clause 12.7, if any legislation implies in these Terms and Conditions any term or warranty and also prohibits provisions in a contract excluding or modifying the application or exercise of, or liability under, that term or warranty, that term or warranty is deemed to be included in these Terms and Conditions.

12.7

Our liability for a breach of a term or warranty implied by Clause 12.6 is limited, at Our option, to any one or more of the following:

- (a) if the breach relates to goods:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of such goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.

12.8

We exclude all liability (including liability for negligence) for any inaccuracies or omissions in the Site or in any information contained in or obtained through the Site, or for any decisions based on information obtained either directly or indirectly from the Site provided however that we will only be responsible for a loss where the loss is solely and directly caused by Our incorrect data entry.

12.9

We exclude all liability (including liability for negligence) arising in connection with any unauthorised use of the Site other than unauthorised use by any of Our Personnel.

12.10

We shall not be liable for:

- (a) any technical or service difficulties in the Site;
- (b) any problems caused to any computer, associated equipment, software or data as a result of using the Site;
- (c) the failure of the Site in whole or part;
- (d) matters arising from data corruption, breaches of data or password security, defects in transmission, or viruses;
- (e) delays caused by technical failures.

12.11

Our aggregate liability for direct loss and damages in connection with these Terms and Conditions (including in any action for negligence) is limited to \$100.00.

12.12

Without limiting Clauses 12.8, 12.9, 12.10 or 12.11, we are not liable in any way for any indirect or consequential loss or loss of profit, or damage (including loss of data, lost savings or damage that may reasonably be supposed to have been in the contemplation of the parties as at the date of these Terms and Conditions as a probable result of any act or omission) arising out of or in connection with the supply of services under these Terms and Conditions or otherwise in connection with these Terms and Conditions (including, without limitation, loss or damage caused by Our negligence or any fundamental breach of these Terms and Conditions).

13. TERMINATION

13.1

Without limiting any other right of termination under these Terms and Conditions, either party may terminate these Terms and Conditions at any time on 30 days written notice to the other party.

13.2

Without limiting any other right of termination under these Terms and Conditions, either party may terminate these Terms and Conditions immediately on notice to the other ("Defaulting Party") if the Defaulting Party:

- (a) is in breach of these Terms and Conditions and has not remedied such breach within 10 days after receipt of written notice thereof;
- (b) stops or suspends or threatens to stop or suspend payment of all or a class of its debts; or
- (c) is insolvent, has an administrator appointed, is wound up or has an application made to wind it up.

13.3

Where applicable, we may terminate these Terms and Conditions if the Client Initiated Direct Debit Request Agreement is terminated.

13.4

On termination of these Terms and Conditions for any reason, You must immediately cease Your use of the Site. You must inform all persons authorised by You to access the Site that the Agreement has been terminated and ensure that those persons also cease their use of the Site.

13.5

Termination of these Terms and Conditions, however caused, shall be without prejudice to either party's rights accrued to the date of termination.

13.6

If You breach any provision of these Terms and Conditions, We may not have an adequate remedy at law and will be entitled to obtain injunctive relief from an appropriate court and to recover related legal costs and expenses in order to maintain the integrity of the Services or to prevent loss being suffered by Us or any User.

14. NOTICES

Any notice, demand, consent or other communication given or made under these Terms and Conditions must be in writing and signed by a person duly authorised by the party on whose behalf the notice was sent and may be given by facsimile transmission, mail or hand delivery to the relevant party or as otherwise notified.

Any communication made in accordance with this clause will be deemed to have been received on the day after its delivery if hand delivered, transmitted by facsimile or 5 days after the date of postage if sent by mail.

In addition We may vary these Terms and Conditions by notice displayed on the Site. Any such notice will form part of these Terms and Conditions. We will give you at least 30 days notice before any change that materially affects You.

15. ENTIRE AGREEMENT

These Terms and Conditions, together with any Client Initiated Direct Debit Request Agreement (where applicable), contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it. If a Client Initiated Direct Debit Request Agreement was entered into before the date of these Terms and Conditions, the parties agree that no amendment or variation of the said Client Initiated Direct Debit Request Agreement is valid or binding on a party unless made in writing executed by all parties. In the event of any inconsistency between the terms of these Terms and Conditions and any Client Initiated Direct Debit Request Agreement relating to the Services, the terms of the Client Initiated Direct Debit Request Agreement prevail to the extent of any such inconsistency.

16. ASSIGNMENT

16.1

You must not assign or purport to assign these Terms and Conditions or any of its rights or interest under these Terms and Conditions.

16.2

Mercer may assign these Terms and Conditions or any of its rights or interests under these Terms and Conditions to a related body corporate as defined in the Corporations Act, without prior notice to, or consent of You.

16.3

Mercer must not delegate or sub-delegate any of its obligations under these Terms and Conditions without the prior consent of You, which consent will not be unreasonably withheld. If Mercer delegates or sub-delegates any of its obligations, Mercer shall remain responsible for those obligations under these Terms and Conditions.

17. NO WAIVER

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

18. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of the State of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these Terms and Conditions. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

18. FORCE MAJEURE

We shall not be liable for any failure to observe or perform, or any delay in observing or performing Our obligations under these Terms and Conditions caused by an Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, industrial disputes of any kind (whether or not involving Our employees), fire, lightning, explosion, flood, subsidence, inclement weather, failure of power supply or equipment, act or omissions of persons or bodies for whom We are not responsible for any other cause whether similar or dissimilar outside Our reasonable control.

20. ADMISSIBILITY OF MESSAGES

For the purposes of any proceedings in any Court, Tribunal or Arbitration proceedings, the parties shall accept the admissibility of computer records of Messages.

21. SEVERABILITY

If any part of these Terms and Conditions is held in law to be void, voidable, unenforceable or illegal, that provision shall be deemed modified to the extent required to comply with that law or, if necessary, shall be severed from the rest of the Agreement and the remainder shall have full force and effect.

PRIVACY STATEMENT

By accessing, browsing, or using the Site, you acknowledge that you have read, understood, and accepted the practices described in this Statement. In particular, you are consenting to our handling of your personal information in accordance with the practices described in this Statement. Please read this Statement carefully and be aware that we may change it from time to time.

USE OF SITE

We collect, use and disclose personal information about you in order to give effect to your employer's instructions regarding the processing and payment of superannuation contributions for you. For superannuation funds we administer, we may also use it to update your details in the fund.

We may also use it to supply you with information about the other products and services offered by us and our related companies. If you do not wish to receive marketing material, please contact us on 1300 721 408.

Our Privacy Policy is available to view at www.mercer.com.au/privacy.htm or you can obtain a copy by contacting us on 1300 721 408.

If you do not provide the personal information requested, we may not be able give effect to your employer's instructions.

In addition to your employer, we may sometimes collect information about you from third parties such as your other super funds, if any, our related entities and publicly available sources.

We may disclose your information to various organisations in order to give effect to your employer's instructions, including to your employer, your other super funds, our professional advisors, insurers, our related companies, any relevant government authority that requires your personal information to be disclosed, and our other service providers used to assist with the above.

In giving effect to your employer's instructions, your personal information will be disclosed to service providers in another country, most likely to our processing centre in India. Our Privacy Policy lists all other relevant offshore locations.

Our Privacy Policy sets out in more detail how we deal with your personal information and who you can talk to if you wish to access and seek correction of the information we hold about you. It also provides detail about how you may lodge a complaint about the way we have dealt with your information and how that complaint will be handled.

If you have any other queries in relation to privacy issues, you may contact us on 1300 721 408 or write to our Privacy Officer, GPO Box 4303, Melbourne VIC 3001

MercerSpectrum

Direct Debit Employer Application Form

This form should be completed with a blue or black pen, using BLOCK letters and a cross (x) to mark answer boxes.

Any questions? If you have any questions in regards to completing this form, please contact the MercerSpectrum Team on 1300 721 408 or e-mail at support@esuper.com.au

By completing this form, you consent to the Terms and Conditions in the PDS and you will be provided with access to MercerSpectrum.

Step 1 – Employer details

Fund Name

Company name

Trading name

ABN/ACN

Step 2 – MercerSpectrum authorisation

Access Levels for Authorised Users

There can be as many Level 1 or Level 2 users set-up in MercerSpectrum as required by the Employer.

Level 1 – Restricted Access: This access level enables the Authorised Employer Representative to submit details of new members, authorise termination of membership, update personal details of members, prepare contribution data or advise specific information to enable effective administration of the Plan and member records.

Level 2 – Full Access: This level of access enables the Authorised Employer Representative the same functions as a Level 1 user. In addition, a Level 2 user is able to authorise the payment of and remit contribution data via MercerSpectrum.

Payment Authorisation: As an Employer you can decide between either a single authority or a dual authority configuration. Note that dual authorisation requires at least two Level 2 users to complete the authorisation of the payment.

How many Level 2 users must authorise the submission of contributions and the debiting of you bank account?

Please note: this will default to 'One' if no selection is made.

One or Two (please cross appropriate box)

I/We authorise the following person(s) to access MercerSpectrum on our behalf. (If you wish to authorise access for more than four people, please photocopy this page and attach the copy(s).)

Main Contact*

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

* Please note the main contact will receive all correspondence in relation to MercerSpectrum enhancements, choice return information and contribution confirmation emails.

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

Step 3 – Client Initiated Direct Debit Request (CIDDR)

Client Initiated Direct Debit Request

ABN

Employer Full name

Address

("the Employer") requests Mercer (Australia) Pty Ltd ABN 32 005 315 917 (User ID 143048) to direct debit the Contributions advised by the Employer for the Chosen Funds selected from the account nominated below in accordance with the CIDDR Agreement in Step 4.

Nominated Account details (Employer's bank account):

Bank

BSB

Account Number

Account Name

The Employer agrees to be bound by the terms and conditions of the CIDDR Agreement and the Terms and Conditions in the PDS.

Name (print clearly)

X

Signed

X

Date

/ /

Name (print clearly)

X

Signed

X

Date

/ /

Step 4 – Client Initiated Direct Debit Request (CIDDR) Agreement

This Client Initiated Direct Debit Request (CIDDR) Agreement is between Mercer (Australia) Pty Ltd ABN 32 005 315 917 of 727 Collins Street Melbourne (“us/we/our”) and (“the Employer/you/your”).

The Employer wishes to use the MercerSpectrum service to make superannuation contributions on behalf of its employees to Chosen Funds.

The terms under which we are authorised to arrange the drawing of funds by way of the Direct Debit System are contained in the Terms and Conditions in the PDS and the MercerSpectrum internet site and accessible at www.mercerspectrum.com.

The Direct Debit System is the service set out in this Agreement. You are only entitled to use the services provided under this Agreement while you are acting in strict compliance with the terms of this Agreement and the Terms and Conditions in the PDS. If there is any inconsistency between the provisions of this Agreement and the Terms and Conditions then the provisions of this Agreement shall prevail to the extent of any such inconsistency and the Terms and Conditions must be construed accordingly.

Mercer’s commitment:

- The amount to be drawn will vary according to the amount you calculate as the Contributions payable by you and advised by you to us (“Notification”).
- The timing of each drawing will vary according to the date on which we receive your Notification. The drawing shall be made within 2 Business Days (a business Day being a day on which most banks are open for business in Victoria) of our receipt of your Notification provided we receive it before 3.00 pm eastern standard time (or, if applicable, eastern summer time) on a Business Day (usually the drawing will be made on the following Business Day).
- We will use reasonable endeavours to action a Stop Payment Request received from you before the Cut-off Time (both terms as defined in the Terms and Conditions).
- Where the date on which a drawing is to be made falls on a non-Business Day, we will arrange to draw the amount on the next Business Day.
- We will not change the drawing arrangements set out in this Agreement without giving you at least 30 days written notice of the change.
- We reserve the right to cancel these drawing arrangements if any drawings are returned unpaid by the Financial Institution nominated by you in the DDR (“Financial Institution”) and to arrange with you an alternate payment method.
- We will keep all information pertaining to your Nominated Account (“Nominated Account”) private and confidential, however your bank account number will be disclosed to the Financial Institution nominated by us to make the drawing authorised by you under the Agreement.
- To the extent that the MercerSpectrum services is a Licensable Financial Service (being a service which may only be provided by the holder of an Australian Financial Services Licence (as that term is defined in the Corporations Act) MOAPL provides the MercerSpectrum services as the holder of an Australian Financial Services Licence #41 1980.

Employer’s rights:

- You may terminate the DDR at any time by giving 10 Business Days written notice to us or your Financial Institution.
- If you dispute any amount drawn by us under the terms of the DDR you should take the matter up directly with us by contacting the MercerSpectrum support consultant advised to you from time to time. Alternatively you can contact Your Financial Institution.

Employer’s commitment and responsibilities:

You must:

- ensure you use MercerSpectrum to make all contributions in respect of your employees in the amounts and at the times legally required by the Fund;
- ensure that sufficient cleared funds are available in the nominated Account with the Financial Institution to meet any drawing;
- ensure that the authorisation given to draw on the Nominated Account is identical to the account signing instruction held by the Financial Institution where the account is based;
- advise us if the Nominated Account is transferred or closed;
- send us a Stop Payment Request by the Cut-off Time (both terms as defined in the Terms and Conditions);
- arrange with us a suitable alternate payment method if the DDR is cancelled either by you or the Financial Institution;
- ensure the accuracy of the calculation of Contributions and notification of the correct amount to us;
- where you are required to make an SG payment, then you will ensure the Notification is received by us no later than seven (7) Business Days prior to the SG Payment Date (all terms as defined in the Terms and Conditions).

Processing Responsibilities:

We are not responsible for but will assist you in the recovery of refunds due to you.

We are not liable for any late payments resulting from your failure to provide accurate or timely notification of Contributions or sufficient funds to pay the contributions.

Step 5 – Declaration

- I/We agree that the information provided on this form is correct and is signed on behalf of the employer by its authorised representative(s).
- I/We authorise the employees listed on this form to access MercerSpectrum on behalf of our company.
- I/We accept that we are responsible for the conduct of that employee or employees when accessing MercerSpectrum.
- I/We will promptly advise MercerSpectrum of any changes in details or circumstances where employees are authorised or removed from having access to MercerSpectrum.
- I/We have read the PDS for MercerSpectrum and agree to be bound by the Terms and Conditions, the Privacy Statement and the Client Initiated Direct Debit Request Agreement for MercerSpectrum as set out in the PDS (including this application form).

Name (print clearly)

Signed

Date

/ /

Name (print clearly)

Signed

Date

/ /

Please mail completed application form to us.

Step 6 – Need more information?

If you require further information, please contact the MercerSpectrum team:

Monday to Friday 9.00am – 5.00pm (Melbourne time)

Mercer Spectrum contact details:

Ph: 1300 721 408

E-mail: support@esuper.com.au

Mail: MercerSpectrum, GPO Box 9946

Melbourne VIC 3008

MercerSpectrum

Direct Credit Employer Application Form

This form should be completed with a blue or black pen, using BLOCK letters and a cross (x) to mark answer boxes.

Any questions? If you have any questions in regards to completing this form, please contact the MercerSpectrum Team on 1300 721 408 or e-mail at support@esuper.com.au

By completing this form, you consent to the Terms and Conditions in the PDS and you will be provided with access to MercerSpectrum.

Step 1 – Employer details

Fund Name

Company name

Trading name

ABN/ACN

Step 2 – MercerSpectrum authorisation

Access Levels for Authorised Users

There can be as many Level 1 or Level 2 users set-up in MercerSpectrum as required by the Employer.

Level 1 – Restricted Access: This access level enables the Authorised Employer Representative to submit details of new members, authorise termination of membership, update personal details of members, prepare contribution data or advise specific information to enable effective administration of the Plan and member records.

Level 2 – Full Access: This level of access enables the Authorised Employer Representative the same functions as a Level 1 user. In addition, a Level 2 user is able to remit contribution data via MercerSpectrum.

Payment Authorisation: As an Employer you can decide between either a single authority or a dual authority configuration. Note that dual authorisation requires at least two Level 2 users to remit contribution data via MercerSpectrum.

How many Level 2 users must authorise the submission of contributions?

Please note: this will default to 'One' if no selection is made.

One or Two (please cross appropriate box)

I/We authorise the following person(s) to access MercerSpectrum on our behalf. (If you wish to authorise access for more than four people, please photocopy this page and attach the copy(s).)

Main Contact*

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

* Please note the main contact will receive all correspondence in relation to MercerSpectrum enhancements, choice return information and contribution confirmation emails.

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

Name

Position

Access level (please cross appropriate box)

Phone (work)

Fax

One or Two

Email

Step 3 – Direct Credit Request

Direct Credit Request

ABN

Employer Full name

Address

Nominated Account details for returns (Employer's bank account):

Bank

BSB

Account Number

Account Name

The Employer agrees to be bound by the terms and conditions of the Direct Credit Agreement and the Terms and Conditions in the MercerSpectrum Product Disclosure Statement.

Name (print clearly)

X

Signed

Date

X

/ /

Name (print clearly)

X

Signed

Date

X

/ /

Step 4 – Direct Credit Agreement

This Direct Credit Agreement is between Mercer (Australia) Pty Ltd ABN 32 005 315 917 of 727 Collins Street Melbourne (“us/we/our”) and (“the Employer/you/your”).

The Employer wishes to use the MercerSpectrum service to make superannuation contributions on behalf of its employees to MOAPL administered funds and Chosen Funds.

You are only entitled to use the services provided under this Agreement while you are acting in strict compliance with the terms of this Agreement and the Terms and Conditions in the MercerSpectrum Product Disclosure Statement (“Terms and Conditions”). If there is any inconsistency between the provisions of this Agreement and the Terms and Conditions then the provisions of this Agreement shall prevail to the extent of any such inconsistency and the Terms and Conditions must be construed accordingly.

Mercer’s commitment:

- Where the amount paid by You is the same as the amount in the corresponding Payment Request and has the EFT reference set out in the Payment Request attached to it, We will initiate Distribution on the next Business Day.
- We will not change the arrangements set out in this Agreement without giving you at least 30 days written notice of the change.
- To the extent that the MercerSpectrum service is a Licensable Financial Service (being a service which may only be provided by the holder of an Australian Financial Services Licence (as that term is defined in the Corporations Act) MOAPL provides the MercerSpectrum services as the holder of an Australian Financial Services Licence #41 1980.
- We will keep all information pertaining to your Nominated Account (“Nominated Account”) private and confidential, and this information will not be used for any other purpose outside of payment returns.

Employer’s rights:

- You may terminate the Direct Credit Agreement at any time, in accordance with the Terms and Conditions.

Employer’s commitment and responsibilities:

You must:

- ensure you use MercerSpectrum to make all contributions in respect of your employees in the amounts and at the times legally required by the relevant Fund;
- ensure the accuracy of the calculation of Contributions and notification of the correct amount to us;
- ensure that the EFT amount exactly matches the total amount of contributions submitted via MercerSpectrum. The contributions cannot be loaded to member accounts unless these amounts match;
- in order to meet SG Legislation you are solely responsible for ensuring Mercer receive the EFT payments in the specified bank account before the SG Payment Date for Default Fund Contributions. Where you are remitting Contributions to Eligible Choice Fund(s), this payment must be made no later than seven (7) Business Days prior to the SG Payment Date (all terms as defined in the Terms and Conditions). This allows for the funds to be received at the clearing house, cleared and passed to the applicable Choice Fund(s) for them to process before the SG Payment Date.

Processing Responsibilities:

We are not responsible for but will assist you in the recovery of refunds due to you.

We are not liable for any late payments resulting from your failure to provide accurate or timely notification of Contributions or sufficient funds to pay the contributions.

Step 5 – Declaration

- I/ We agree that the information provided on this form is correct and is signed on behalf of the employer by its authorised representative(s).
- I/ We authorise the employees listed on this form to access MercerSpectrum on behalf of our company.
- I/ We accept that we are responsible for the conduct of that employee or employees when accessing MercerSpectrum.
- I/ We will promptly advise MercerSpectrum of any changes in details or circumstances where employees are authorised or removed from having access to MercerSpectrum.
- I/ We have read the PDS for MercerSpectrum and agree to be bound by the Terms and Conditions, the Privacy Policy and the Direct Credit Agreement for MercerSpectrum as set out in this application form.

Name (print clearly)

X

Signed

X

Date

/ /

Name (print clearly)

X

Signed

X

Date

/ /

Please mail the completed application form to us.

Step 6 – Need more information?

If you require further information, please contact the MercerSpectrum team:

Monday to Friday 9.00am – 5.00pm (Melbourne time)

Mercer Spectrum contact details:

Ph: 1300 721 408

E-mail: support@esuper.com.au

Mail: MercerSpectrum, GPO Box 9946

Melbourne VIC 3008

