

Promina Group Limited Employee Share Purchase Plan

Trust Deed

MERCER

Human Resource Consulting

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THIS DEED is made on the day of 2003

BETWEEN

PARTIES

SUNCORP INSURANCE SERVICES LIMITED ABN 79 000 746 092 of Level 18,
36 Wickham Terrace, Brisbane, Queensland 4000.

AND

CPU SHARE PLANS PTY LIMITED ABN 20 081 600 875 of Level 4, 60 Carrington
Street, SYDNEY NSW 2000 ("**Initial Trustee**")

AND

GEOFF PRICE c/o Level 3, 60 Carrington Street, SYDNEY NSW 2000 ("**Settlor**")

Recitals

- A. Suncorp Insurance Services Limited established the **Promina Group Limited Employee Share Purchase Plan (Deferral 2003)** to allow employees to purchase shares. On 29 May 2003 Suncorp Insurance Services Limited established this trust for the purpose of subscribing for, purchasing, or otherwise acquiring and holding shares for the benefit of employees under the Plan.
- B. The Trustee agreed to act as the trustee of the trust and agreed to hold shares in relation to the Plan on the terms and conditions set out in this deed.
- C. On or about 7 January 2011, Suncorp Group Limited ("**Company**") became the parent entity of the Group. This deed was amended from the time when the Company became the parent entity of the Group pursuant to a deed of amendment executed between the Company, Suncorp Insurance Services Limited and the Trustee, so that the Company assumed the rights and obligations of Suncorp Insurance Services Limited in respect of this deed.

This deed witnesses

that in consideration of, amongst other things, the mutual promises contained in this deed, the parties agree:

OPERATIVE PART

1. Definitions and Interpretation

1.1 Definitions

The following words have these meanings in this deed unless the contrary intention appears:

- "Beneficiary"** means an Australian resident Participant, or any other person determined by the Board or the Trustee to be a beneficiary of the Trust.
- "Net Income"** means, in respect of a financial year of the Trust, an amount which the Trustee determines to be the "Net Income" (as defined in section 95 of the *Income Tax Assessment Act 1936*) of the Trust for the Year of Income.
- "Plan"** means the **Promina Group Limited Employee Share Purchase Plan (Deferral 2003)**.
- "Rules"** Rules means the relevant Plan rules as amended from time to time by the Board.
- "Tax"** means every kind of tax, duty, impost, deduction, charge, rate, levy and withholding imposed by any fiscal, national, State or local authority or entity and whether presently imposed or not, together with interest and penalties.
- "Trust"** means the trust constituted under this deed.
- "Trust Fund"** means, at any time, the assets of the Trust less the liabilities of the Trust.
- "Trustee"** means the Initial Trustee or any subsequent trustee of the Trust, from time to time.
- "Year of Income"** means a period of 12 months ending on 30 June in any year and includes the period commencing on the date of this deed and terminating on the next 30 June and the period ending on the date of termination of the Trust and commencing on the preceding 1 July.

1.2 Other Definitions

Unless expressly defined in clause 1.1 of this deed, words and expressions used in this deed but which are not defined in this deed have the same meaning as in the relevant Plan Rules.

1.3 Interpretation

In this deed unless the context otherwise requires:

- 1.3.1 a reference to this deed or document means this deed and includes any variation or replacement of it;
 - 1.3.2 a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
 - 1.3.3 the singular includes the plural number and vice versa;
 - 1.3.4 a reference to a gender includes a reference to each gender;
 - 1.3.5 "includes" means includes but without limitation;
 - 1.3.6 where a word or phrase is given a defined meaning in this Deed, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
 - 1.3.7 nothing in this deed is intended to create an agency relationship between the Trustee and the Company;
 - 1.3.8 a reference to an act includes an omission and a reference to doing an act includes executing a document;
 - 1.3.9 a reference to a person includes the legal personal representative of that person and also corporations and other entities recognised by law;
 - 1.3.10 a reference to a clause or paragraph is a reference to a clause or paragraph of this deed, as amended from time to time; and
 - 1.3.11 any schedule or annexure to this deed forms part of it.
- 1.4 A heading is for reference only and it does not affect the meaning or interpretation of this deed.

2. Trust

2.1 Declaration of Trust

The Trustee declares that it will subscribe for, purchase or otherwise acquire and hold Shares on trust for the Beneficiaries and will otherwise hold the Trust Fund on the terms of this deed and in accordance with the relevant Plan Rules.

2.2 Commencement of the Trust

The Trust commences on the date that the Settlor pays to the Trustee \$10 to establish the Trust Fund.

2.3 Name of the Trust

The Trust constituted under this deed is called the "**Promina Group Limited Employee Share Purchase Plan Trust.**"

2.4 Trust Fund

The Trust Fund is held on trust for the Beneficiaries.

2.5 Purpose of the Trust

The purpose of the Trust is to subscribe for, purchase or otherwise acquire and hold shares in the Company for the benefit of employees of the Group.

3. Acquisition of Shares

3.1 Company may instruct Trustee to acquire Shares

The Company may from time to time (in its absolute discretion) by notice in writing direct the Trustee to purchase Shares on the ASX, or subscribe for Shares to be held by the Trustee for the benefit of named Participants in accordance with the terms of this deed and the relevant Plan Rules. The notice may specify the period during which the Trustee is to acquire the Shares.

3.2 Trustee to acquire Shares

The Trustee must, subject to receipt of sufficient funds, purchase or subscribe for Shares in accordance with any direction received from the Company under clause 3.1. The Trustee is not obliged to acquire shares under this clause if that acquisition would result in the Trustee being in breach of any law or the Listing Rules.

3.3 Allocation of Shares

If the Company has instructed the Trustee to acquire Shares pursuant to clause 3.1, or a Participant has forfeited any Shares pursuant to the Rules, the Company must by notice in writing, direct the Trustee to record the allocation and hold Shares

acquired pursuant to clause 3.1 or the previous Forfeited Shares, as the case may be, for the benefit of a named Participant (or one or more Participants in the case of Forfeited Shares). The notice:

3.3.1 must state the name and address of the Participant; and

3.3.2 must specify the number of Shares held for the Participant.

The Trustee must, subject to any restrictions imposed by any law or the Listing Rules, comply with any direction given in accordance with this clause.

3.4 Trustee to hold Shares

Where the Trustee records the allocation of Shares in accordance with clause 3.3, the Trustee must hold Shares on behalf of and for the benefit of the Beneficiary named in the relevant clause 3.3 notice, in accordance with the terms of this deed and the relevant Plan Rules.

3.5 Funds received by the Trustee

Subject to this Deed, all funds received by the Trustee for the purposes of the Plan will constitute accretions to the corpus of the Trust and, subject to clause 3.6, will not be repaid to the Company and no Beneficiary will be entitled to receive such funds. The funds will only be used to acquire Shares under clause 3.1.

3.6 Refund to the Company

Where an amount paid by the Company to the Trustee in respect of the subscription for or purchase of Shares is in excess of the amount required by the Trustee to subscribe for or purchase those Shares, the Company may require the Trustee to (and the Trustee must) repay that excess to the Company.

3.7 Rights of Company in Shares

Nothing in this deed confers or is intended to confer on the Company, any charge, lien or any other proprietary right or interest in the Shares acquired by the Trustee under clause 3.1.

4. Powers of the Trustee

4.1 General Powers

Subject to the provisions of this deed, the Trustee has, for the sole purpose of exercising its powers and discharging its obligations under this deed and the Plan Rules (and for no other purpose), all the powers in respect of the Trust that it is legally possible for a trustee to have and, for the avoidance of doubt, these powers

include and are in addition to all the powers, authorities and discretions that are conferred on trustees under the *Trustee Act 1925* (NSW), as amended from time to time.

4.2 Specific powers

Without limiting clause 4.1, the Trustee has power to do all acts and things which the Trustee is required to do or may do under the Plan Rules and under this deed, including power:

- 4.2.1 to enter into and execute all contracts, deeds and documents, and do all acts and things, which it considers expedient for the purpose of giving effect to the Rules or this deed;
- 4.2.2 to subscribe for, purchase or otherwise acquire, and to sell or otherwise dispose of, Shares or other property, rights or privileges which the Trustee is authorised to acquire or dispose of under the Rules or this deed;
- 4.2.3 to appoint, remunerate and, at its discretion, remove or suspend, custodians, trustees, managers, servants and other agents and to determine the powers and duties to be delegated to them;
- 4.2.4 to institute, conduct, defend, compound or abandon any legal proceeding concerning the Trust, the relevant Plan Rules or this deed and also to settle or compromise or allow time for payment or satisfaction of any debts due and any claims or demands by or against the Trustee in respect of the Trust, the Rules or this deed;
- 4.2.5 to make and give receipts, releases and other discharges for money payable to the Trustee;
- 4.2.6 to open bank accounts and to retain on current or deposit account at any bank any money which it considers proper and to make regulations for the operation of those bank accounts including the signing and endorsing of cheques;
- 4.2.7 to take and act upon the advice or opinion of any legal practitioner (whether in relation to the interpretation of this deed, the relevant Plan Rules, any other document or legislation, or as to the administration of the Trust) or any other professional person, and whether obtained by the Trustee or not, without being liable in respect of any act done or omitted to be done by it in accordance with such advice or opinion; and
- 4.2.8 to determine who may sign on the Trustee's behalf receipts, acceptances, endorsements, releases, contracts and documents.

4.3 Shares not to be used as security

Despite anything else in this clause 4, the Trustee must not, and does not have power to, mortgage, charge, pledge or otherwise encumber Plan Shares or any other asset of the Trust.

4.4 Exercise of Trustee discretion generally not subject to Participants' direction

Subject to any specific provisions of the relevant Plan Rules and this deed, the Trustee may determine whether to exercise, and the manner, mode and time of exercise of, its powers and its discretion and is not obliged to seek the views or directions of any Participant Beneficiary before exercising its powers.

5. Participant Beneficiary Rights

A Participant has all of the rights and entitlements set out in the Rules in respect of Shares held by the Trustee on the Participant's behalf.

6. Rights

If rights arise on a rights issue in respect of Shares held by the Trustee on behalf of a Participant, the Trustee must act in accordance with the Rules in dealing with the rights.

7. Income and Capital

7.1 Distributions

A Participant is presently and absolutely entitled to so much of the Net Income of the Trust for a Year of Income which is attributable to:

- 7.1.1 the proceeds arising from the sale of Shares held by the Trustee on behalf of the Participant;
- 7.1.2 transactions or events related to Shares or property related to or arising from Shares held by the Trustee on behalf of the Participant; and
- 7.1.3 dividends distributed to the Participant in accordance with the Rules.

7.2 Payment of Net Income to Participants

- 7.2.1 Notwithstanding that the Participants as at the end of the Year of Income may be presently and absolutely entitled to all of the Net Income, the Trustee may determine that a cash amount greater or lesser than the Net Income is to be paid to the Participants. If the cash amount paid to a

Participant is less than their proportionate share of the Net Income, any deficit will be carried to a reserve and capitalised for the benefit of the Participant Beneficiary.

- 7.2.2 Any amount paid to Participants in accordance with clauses 7.1 and 7.2 is distributed in accordance with each Participant's entitlement to the Net Income.

7.3 Return of Capital

A Participant shall be presently entitled to receive payment in respect of a return of capital in relation to such number of Shares held by the Trustee on behalf of a Participant, except, if in the Board's absolute discretion, it requires the Trustee to reinvent the return of capital (after payment by the Trustee of any taxes and other charges) in shares of the Company and hold such shares as an accretion to the entitlements of Participants, in accordance with the terms of this deed. For the purposes of this clause, a return of capital includes a return of capital by way of reduction of capital (with or without a cancellation of Shares), a buy back of Shares (on or off market) and a return of capital on a winding up.

8. Payments and Tax

- 8.1 The Trustee's obligations in respect of any money payable to a Participant may be fully discharged by:
- 8.1.1 deposit into an account with a bank or other financial institution nominated by the Participant and approved by the Trustee;
 - 8.1.2 at the discretion of the Trustee, complying with written directions from the Participant;
 - 8.1.3 payment by cheque posted to the Participant; or
 - 8.1.4 any other mode of payment agreed by the Trustee and the Participant.
- 8.2 The Trustee may deduct from any amount payable to a Participant any amount of Tax (or an estimate or installment of it) or charges which, in the Trustee's opinion the Trustee is required or authorised to deduct in respect of that payment by law or by this deed.
- 8.3 The Trustee may make a payment in respect of any amount of Tax that the Trustee believes is payable or anticipated to become payable by the Trustee, including by the Trustee on behalf of the Participant, directly or indirectly in relation to a Share held on behalf of the Participant or otherwise relating to the Participant.

- 8.4 The Trustee must advise the Participant of any deduction or payment made under clauses 8.2 or 8.3 (as the case may be).
- 8.5 The Trustee may apply a deduction made under clause 8.2 towards:
- 8.5.1 reimbursement of the Trust for any corresponding amount paid or reimbursed out of the Trust;
 - 8.5.2 reimbursement of the Trustee for payment of the amount; or
 - 8.5.3 the payment of the Tax to the person or authority entitled to it.
- 8.6 Cheques issued by the Trustee that are not presented within 6 months may be cancelled. Where a cheque is so cancelled the money is to be held by the Trustee for the Participant or held by the Trustee as an accretion to the corpus of the Trust.

9. Allocation of Balance of Net Income and Forfeited Shares

- 9.1 The balance of the Net income of the Trust for a Year of Income to which no Participant is presently and absolutely entitled in accordance with clause 7.1 and the proceeds of sale of any Forfeited shares may, subject to compliance with any restrictions imposed by law or the Listing Rules, be allocated and applied in whole or in part, for the benefit of:
- 9.1.1 subject to clause 3.7, the Company;
 - 9.1.2 a provident, benefit, superannuation or retirement fund established and maintained by the company; or
 - 9.1.3 as a beneficiary of last resort, the Australian Red Cross.
- 9.2 The balance of the Net Income of the Trust for a Year of Income to which no Participant is presently and absolutely entitled in accordance with clause 7.1 and not applied in accordance with clause 9.1 may be accumulated by the Trustee as an accretion to the corpus of the Trust to be held on behalf of Beneficiaries.

10. Disposal of Shares

The Trustee must only:

- 10.1 dispose of a Share on behalf of a Participant; or
- 10.2 transfer a Share to a Participant,

in accordance with the relevant Plan Rules.

11. Records and Accounts

11.1 Records

The Trustee must keep all records, minutes, documents and other material required for the proper administration of the Trust and in accordance with the relevant Plan Rules.

11.2 Accounts

The Trustee must:

11.2.1 establish and maintain proper books of account that accurately record all:

- (a) income and capital of the Trust;
- (b) costs and disbursements and other outgoings paid or payable out of the Trust Fund and chargeable against income;
- (c) capital expenditure and liabilities charged to the Trust Fund;
- (d) investments and money comprised in the Trust Fund;
- (e) Shares and any cash amounts held on behalf of each Participant by the Trustee in accordance with the relevant Plan Rules (such number of Shares identified in the books of account as being allocated to and held for each such Participant);
- (f) any accretions (including any credit or debit of Shares) or costs and disbursements and other outgoings made to each Participant's account for the purposes of or in accordance with, the relevant Plan Rules;
- (g) payments of dividends or other income (if any) made to a Participant in respect of Shares held by the Trustee on the Participant's behalf;
- (h) any bonus shares, interest or other earnings or other monies credited to the Participant's account;
- (i) Shares and any cash amounts distributed by the Trustee to each Participant in accordance with the relevant Plan Rules;
- (j) such other amounts as may be required or appropriate to credit or debit to the Participant's account; and
- (k) all other activities of the Trust;

11.2.2 provide to the Company from time to time at the Company's request a copy of such books of account, financial statements, information and explanations as the Company may require; and

11.2.3 subject to the law, make available such books of account for inspection by the Participants at the office of the Trustee or a place of business of the Company during normal business hours or such other time as agreed with a Participant.

11.3 Provision of statement to Participants

At such times as the Trustee considers appropriate but not less than once in each Year of Income, the Trustee must notify each Participant of:

11.3.1 the number of Shares standing to the credit of his or her account; and

11.3.2 such other information as the Trustee considers relevant and appropriate.

11.4 Audit

The Trustee must, not less than once in each Year of Income, procure that all records and the books of account of the Trust be audited by an auditor nominated by the Company. The Company must pay the costs of such audit.

12. Expenses of the Trustee

12.1 The Trustee is not entitled to receive from and must not levy on the Trust or Participants any fees or charges in respect of its office or in respect of operating and administering the Trust.

12.2 The Company and the Trustee may agree that the Company will from its own resources pay such charges, fees, commissions or other remuneration as the Trustee and the Company may agree from time to time to the Trustee and reimburse the Trustee for expenses incurred relating to the management and administration of the Trust. The Trustee is entitled to retain any such fees or reimbursements for its own benefit. The Company may, either directly or through the Trustee, recover from the Participant Beneficiary the costs associated with distributing Shares to a Participant Beneficiary or otherwise disposing of them on his or her behalf and distributing the sale proceeds to the Beneficiary, including by withholding the amount of the costs from any sale proceeds distributed to the Beneficiary.

12.3 Subject to any payment received under clause 12.2, the Trustee is entitled to reimbursement out of the Trust Fund all costs, charges and expenses incurred in connection with:

- 12.3.1 the establishment of the Plan;
- 12.3.2 the acquisition, registration, disposal of or other dealings with Shares; and
- 12.3.3 any other act, matter or thing done in carrying out its duties or functions under this deed (including any legal fees incurred in settling the terms of this deed) or in administering the Trust and the Plan.

13. Indemnity from the Company

13.1 Indemnity

13.1.1 The Company must indemnify the Trustee and keep the Trustee indemnified from and against:

- (a) all liabilities, costs and expenses incurred by the Trustee (including any amount of Tax paid (whether or not the amount was due and payable)) ("**Liabilities**"); and
- (b) all actions, proceedings, claims and demands in respect of anything done or omitted to be done by the Trustee ("**Claims**"),

in connection with the performance by the Trustee of its obligations and the exercise of its authorities, powers and discretions under this deed and the relevant Plan Rules.

13.1.2 The Trustee is not bound to act if the Trustee would not be entitled to be indemnified under clause 13.1 in relation to that act.

13.2 Limitation of Indemnity

The indemnity in clause 13 does not apply in relation to any liability or claim arising out of the Trustee's fraud, negligence or breach of trust.

13.3 No recourse to Participant

Notwithstanding any other provision of this deed, the Trustee has no right of indemnity and may not seek an indemnity:

- 13.3.1 from any Beneficiary (including any person who has ceased to be an employee of the Company);
- 13.3.2 out of the Shares or other property held by it from time to time on behalf of Participant; or

13.3.3 out of the proceeds of sale from Shares held by the Trustee on behalf of Participants.

14. Limitation of Trustee's Liability

The Trustee is not liable beyond the amount the Trustee is entitled to recover and is actually indemnified for out of the Trust Fund or from the Company in accordance with clause 12, for any loss, cost, expense, damage, claim or liability arising in connection with the Trust or the Plan other than in the case of the Trustee's fraud, negligence or breach of trust.

15. Trustee and Company Bound

This deed is legally enforceable between the Company and the Trustee.

16. Amendment of the Trust Deed

16.1 Amendments

Subject to clause 16.2, the Company and the Trustee may, by supplemental deed, amend all or any of the provisions of this deed other than clause 16.2. Without limiting the generality of the foregoing, an amendment may be made for the purpose of (or for purposes that include):

16.1.1 ensuring that this deed complies with applicable laws including the *Corporations Act 2001* and the Listing Rules and any relevant policy or conditions of relief required by a regulator;

16.1.2 ensuring that this deed is consistent with the relevant Plan Rules; and

16.1.3 correcting an error or mistake.

16.2 Restriction on amendment power

No amendment may be made under clause 16.1:

16.2.1 except in accordance with and in the manner (if any) required by the Listing Rules;

16.2.2 that would result in an infringement of the law against perpetuities;

16.2.3 that would result in this deed being inconsistent with the relevant Plan Rules; or

16.2.4 that would prejudicially affect the existing rights of Participants under this deed.

17.Changing the Trustee

17.1 Appointment and removal

The Trustee ceases to be the Trustee if and when:

17.1.1 either:

- (a) the Trustee gives notice in writing to the Company that it wishes to retire as Trustee; or
- (b) the Company gives notice in writing to the Trustee to the effect that it is removed as Trustee of the Trust; and

17.1.2 a new Trustee is appointed by the Company by deed.

The Company may appoint such person as it thinks fit as the new Trustee.

17.2 Transfer of Assets

Upon a change of Trustee, the retiring Trustee must transfer and assign, and must execute all transfers, deeds or other documents necessary to transfer and assign, all Shares and other assets of the Trust held by it into the name of the new Trustee.

17.3 Release

When it retires or is removed the Trustee is released from all obligations and liabilities in relation to or in connection with the Trust arising after the time it retires or is removed.

17.4 New Trustee

Any replacement Trustee must execute a deed in which it covenants to be bound by this deed as if it had originally been a party to it.

18. Termination of Trust

18.1 Date of termination

The Trust terminates and will be wound up on the date on which any of the following events or dates first occurs:

- 18.1.1 an order is made by a court of competent jurisdiction to wind up the Company (other than for the purpose of amalgamation or reconstruction);

18.1.2 a resolution is passed by the members of the Company to wind up the Company (other than for the purpose of amalgamation or reconstruction);

18.1.3 the Board resolves that the Trust is to be wound up;

18.1.4 no Shares are held subject to the relevant Plan Rules following the Board having resolved to terminate the Plan; or

18.1.5 the date that is one day before the 80th anniversary of the date of this deed.

18.2 Transfer of Shares

If the Trust is terminated, the Trustee must transfer to each Participant Shares then held by the Trustee on behalf of that Participant.

18.3 Residual amount

If, following the termination of the Trust under clause 18, there are any Shares to which no Participant is entitled under clause 18.2 or any money or other property to which no Participant is otherwise entitled, those Shares, that money or that other property (as the case may be) will be applied first in meeting any expenses and the costs and liabilities of winding up the Trust and thereafter applied by the Trustee, after providing for any Tax payable by the Trustee, in whole or in part for the benefit of one or more of the following beneficiaries as the Trustee thinks fit:

18.3.1 a provident, benefit, superannuation or retirement fund established and maintained by the Company; or if none

18.3.2 the Australian Red Cross.

18.4 Costs and Expenses to be met by Company

To the extent that Shares or any money or other property remaining after application of clause 18.3 are not sufficient to meet any expenses and the costs and liabilities of winding up the Trust, those costs and expenses are to be met by the Company.

19. Inconsistency with Rules

If this deed is inconsistent with the relevant Plan Rules, the relevant Plan Rules prevail to the extent of the inconsistency.

20. Notices

20.1 Any notice required to be given to a Participant under this deed will be deemed to have been duly given if it is delivered or sent by post in a postage paid envelope

addressed to the Participant's address notified to the Trustee by the Company and will be deemed to be served on the day after the notice is posted.

- 20.2 Any notice required to be given to the Trustee from the Company by notice in writing, should be signed by two directors or a director and a secretary of the Company.
- 20.3 The Company must, as soon as practicable, notify the Trustee of the change of address of a Participant.
- 20.4 The Board may, by notice to the Trustee and the Participants, determine methods including electronic methods of giving notices to Participants under this deed and may also determine corresponding rules relating to deemed service and proof of service.

21. Governing Law

- 21.1 This document is governed by the laws of New South Wales.
- 21.2 The parties submit to the exclusive jurisdiction of its courts.

EXECUTED as a deed.

SIGNED by **Geoff Price** in the presence of:)

)

_____)

Signature of Witness

Geoff Price

Name of Witness

EXECUTED for and on behalf of **CPU Share**)

Plans Pty Limited ABN 20 081 600 875 by its)
duly authorised officers)

)

Signature of Secretary/Director

Signature of Director

Print Name

Print Name

EXECUTED for and on behalf of **Suncorp**)
Insurance Services Limited ABN 79 000 746)
092 by its duly authorised officers)

_____) _____

Signature of Director

Signature of Secretary/Director

Print Name

Print Name

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