

Scheme under Part 9 of the Life Insurance Act 1995 (Cth) for the transfer of the superannuation and investments life insurance business of AIA Australia Limited ABN 79 004 837 861 to Resolution Life Australasia Limited ABN 84 079 300 379

The meaning of words in title case is set out in clause 9.1.

1 Overview

- (a) This is a scheme prepared pursuant to Part 9 of the Life Act and operates only on, and subject to, its confirmation by the Federal Court (**Scheme**).
- (b) This Scheme gives effect to the Business Transfer Agreement between AIAA and Resolution Life entered into on 23 February 2022, under which AIAA has agreed to transfer its S&I Business to Resolution Life, subject to confirmation by the Federal Court of this Scheme and satisfaction of certain conditions.
- (c) AIAA and Resolution Life are registered as life companies under the Life Act. AIAA is incorporated in Victoria and Resolution Life is incorporated in New South Wales. The ultimate parent companies of AIAA and Resolution Life are AIA Group Limited and RLGH GP Ltd as the general partner of Resolution Life Group Holdings L.P., respectively.
- (d) The objective of this Scheme is to transfer AIAA's S&I Business to Resolution Life.
- (e) This Scheme is based on actuarial reports prepared by Mr Jeroen van Koert and Mr Greg Martin, the appointed actuaries of AIAA and Resolution Life respectively, and Mr David Goodsall, an independent actuary.

2 Transfer of the S&I Business

2.1 Effective Time

Subject to the Federal Court confirming the Scheme, this Scheme takes effect on and from 12.01am (AEST) on 1 July 2023 or on such other date as the Federal Court may determine (**Effective Time**). Upon confirmation of the Scheme by the Court, the Scheme becomes binding on all persons.

2.2 Transfer of the S&I Business

- (a) On and from the Effective Time:
 - (1) the S&I Business is transferred from AIAA to Resolution Life, and Resolution Life obtains and assumes all rights and benefits (including the Transferring Assets), and all obligations and liabilities (including the Transferring Liabilities), of the S&I Business on the basis set out in this Scheme, including all rights, title, interests, liabilities, obligations, benefits and powers that have arisen, or may in the future arise, under any of the above;
 - (2) Resolution Life is liable for and must assume and pay, and indemnify AIAA against Loss arising from, the Transferring Liabilities; and

- (3) Resolution Life is entitled to the benefit of the Transferring Assets and assumes responsibility for the Transferring Assets.
- (b) The Excluded Assets and Excluded Liabilities are not included in the Scheme.

2.3 Consequences of the transfer of the S&I Business

Without limiting clause 2.2, the matters set out in clauses 3 to 8 occur on and from the Effective Time unless otherwise stated.

3 Consequences of the transfer of the S&I Business

3.1 Issuer of AIAA Transferring Life Policies

Resolution Life becomes the issuer of the AIAA Transferring Life Policies and AIAA ceases to be the issuer of the AIAA Transferring Life Policies.

3.2 AIAA Transferring Life Policy Owners

- (a) The AIAA Transferring Life Policy Owners cease to be AIAA Life Policy Owners and become Resolution Life Policy Owners.
- (b) Subject to clause 3.3 and any other variations set out in this Scheme, the rights and liabilities of the AIAA Transferring Life Policy Owners will be the same in all respects as they would have been if:
 - (1) the applications on which the AIAA Transferring Life Policies were based had been made to, or accepted by, Resolution Life instead of AIAA; and
 - (2) the AIAA Transferring Life Policies had originally been issued by Resolution Life instead of AIAA.

3.3 Changes to certain AIAA Transferring Life Policies

- (a) Each AIAA Transferring Life Policy set out in Schedule 1, Part A is amended by inserting the following clause:

Policy changes

From time to time, we may unilaterally make changes to the terms of this policy and the insurance benefits provided under this policy, provided there is no adverse impact on the person insured. We will notify you of any such changes either in writing or via update on our website. Where such a policy change results in an adverse impact on the person insured, we will continue to apply the policy terms that applied immediately prior to the change.

The only qualification to the above is where the person insured is suffering from a condition or symptom prior to a change. In this instance, notwithstanding any changes made to the terms of this policy, any claim affected by the condition or symptom will continue to be assessed as if the policy terms had not been changed.

We may continue to make changes to this policy with the consent of the policy owner or otherwise pursuant to any other provision of this policy.

- (b) Each AIAA Transferring Life Policy set out in Schedule 1, Part B is amended by inserting the following clause:

Unit pricing for transactions

Notwithstanding any other term of this policy, we may change the unit price used in product transactions (such as payment of premiums, investment switches and benefit payments) to be the next available unit price after receiving all relevant information required to process the transaction. This means that product transactions will no longer be finalised based on the last quoted unit price and instead, will be finalised based on the next available unit price. We will notify you in writing 30 days before any such change takes effect.

3.4 Assumption of policy liabilities

Resolution Life assumes all liabilities and obligations of AIAA under, or in respect of, the AIAA Transferring Life Policies.

3.5 Release of policy liabilities

AIAA is released and discharged from all liabilities and obligations under, or in respect of, the AIAA Transferring Life Policies.

3.6 Rights and benefits

Resolution Life is entitled to all rights and benefits of AIAA under, or in respect of, the AIAA Transferring Life Policies, including but not limited to:

- (a) the right to receive any fees payable under, or in respect of, the AIAA Transferring Life Policies;
- (b) the right to receive premiums payable under, or in respect of, the AIAA Transferring Life Policies;
- (c) the right to enforce all rights and remedies available under the AIAA Transferring Life Policies and applicable law in respect of any non-payment of such premiums or fees;
- (d) the right to enforce all rights and remedies available under the AIAA Transferring Life Policies and applicable law, including in respect of any failure by an AIAA Transferring Life Policy Owner to comply with obligations regarding disclosure and misrepresentation; and
- (e) any claims by way of subrogation or contribution.

3.7 Authorities

All directions, authorities, mandates or instructions given to AIAA:

- (a) to deduct premiums or fees payable in respect of the AIAA Transferring Life Policies (including by debiting a bank account, through automatic payroll deductions or through electronic bank transfer); or
- (b) to disclose or obtain information in the course of carrying on the S&I Business, are deemed to be given to Resolution Life instead of AIAA.

3.8 Policy claims

Any person having a claim on or obligation to AIAA under, or in respect of, an AIAA Transferring Life Policy, has the same claim on or obligation to Resolution Life instead of AIAA, irrespective of when such claim or obligation arose.

3.9 Proceedings

Any proceedings in connection with an AIAA Transferring Life Policy that are in progress, pending, or that commence, whether by or against AIAA, in any court, tribunal or entity dealing with complaints, must be continued by or against Resolution Life instead of AIAA and must be amended to that effect.

3.10 Applications

- (a) Any pending application for an AIAA Transferring Life Policy which has not been accepted by AIAA at the Effective Time is, for all intents and purposes, to be treated as an application to Resolution Life, and any policy resulting from such an application takes effect as a Resolution Life Policy.
- (b) All proposals, applications, declarations and representations made to AIAA on which any AIAA Transferring Life Policy or other life policy (whether issued or entered into by AIAA or Resolution Life) is based are taken to have been made to Resolution Life instead of AIAA.

3.11 Commissions

Resolution Life:

- (a) bears the obligation to pay commissions payable to any person in respect of an AIAA Transferring Life Policy; and
- (b) is entitled to seek repayment of commission (whether originally paid by Resolution Life or AIAA) in excess of the recipient's entitlement, instead of AIAA.

3.12 Transferring Contracts and Reinsurance Treaties

- (a) Resolution Life assumes the position of AIAA under all Transferring Contracts as if Resolution Life was the original party to those contracts in place of AIAA. The Transferring Contracts will continue in full force and effect on this basis.
- (b) Without limiting clause 3.12(a):
 - (1) Resolution Life assumes all rights, powers, privileges, and all liabilities and obligations of AIAA under the Transferring Contracts, whenever occurring or accruing;
 - (2) Resolution Life assumes the position of AIAA under the Transferring Contracts in respect of any proceedings that are in progress, pending by, or against, AIAA in respect of the Transferring Contracts;
 - (3) all references to AIAA in a Transferring Contract will be read as a reference to Resolution Life;
 - (4) all references to AIAA Statutory Fund No.1 in a Transferring Contract will be read as a reference to Resolution Life Statutory Fund No.1;

- (5) all references to AIAA Statutory Fund No.1L in a Transferring Contract will be read as a reference to Resolution Life Statutory Fund No.3;
 - (6) all references to AIAA Statutory Fund No.2L in a Transferring Contract will be read as a reference to Resolution Life Statutory Fund No.2; and
 - (7) all references to AIAA Statutory Fund SF4 in a Transferring Contract will be read as a reference to Resolution Life Statutory Fund No.2.
- (c) AIAA is released and discharged from all obligations and liabilities under the Transferring Contracts, whenever occurring or accruing.
 - (d) Each Reinsurance Treaty under which AIAA is a cedant will transfer to Resolution Life, with the same consequences as set out above in clauses 3.12(a) to 3.12(c) with respect to the Transferring Contracts.

3.13 Consequences for AIAA Transferring Life Policies

- (a) Resolution Life assumes the position of AIAA under all AIAA Transferring Life Policies as if Resolution Life was the original party to those policies in place of AIAA. The AIAA Transferring Life Policies will continue in full force and effect on this basis.
- (b) Without limiting clause 3.13(a):
 - (1) Resolution Life assumes all rights, powers, privileges, and all liabilities and obligations of AIAA under the AIAA Transferring Life Policies, whenever occurring or accruing; and
 - (2) Resolution Life assumes the position of AIAA under the AIAA Transferring Life Policies in respect of any proceedings that are in progress, pending by, or against, AIAA in respect of the AIAA Transferring Life Policies.
- (c) All references to AIAA in an AIAA Transferring Life Policy are replaced with Resolution Life.
- (d) All references to AIAA Statutory Fund No.1 in an AIAA Transferring Life Policy will be read as a reference to Resolution Life Statutory Fund No.1.
- (e) All references to AIAA Statutory Fund No.1L in an AIAA Transferring Life Policy will be read as a reference to Resolution Life Statutory Fund No.3.
- (f) All references to AIAA Statutory Fund No.2L in an AIAA Transferring Life Policy will be read as a reference to Resolution Life Statutory Fund No.2.
- (g) All references to AIAA Statutory Fund SF4 in an AIAA Transferring Life Policy will be read as a reference to Resolution Life Statutory Fund No.2.
- (h) AIAA is released and discharged from all obligations and liabilities under the AIAA Transferring Life Policies, whenever occurring or accruing.
- (i) Subject to clause 3.3 and any other variations set out in this Scheme, the terms and conditions of AIAA Transferring Life Policies will not change as a result of the Scheme.
- (j) The Transferring Life Policies will remain on foot and there will be no cancellation and reissue of the Transferring Life Policies as a result of the Scheme.

3.14 Consequences for Existing Resolution Life Policies

The terms and conditions of the Existing Resolution Life Policies will not change as a result of the Scheme.

4 Transferring Assets and Transferring Liabilities

4.1 AIAA Transferring Life Policies

- (a) Each AIAA Transferring Life Policy referable to AIAA Statutory Fund No.1 becomes a Resolution Life Policy referable to Resolution Life Statutory Fund No.1.
- (b) Each AIAA Transferring Life Policy referable to AIAA Statutory Fund No.1L becomes a Resolution Life Policy referable to Resolution Life Statutory Fund No.3.
- (c) Each AIAA Transferring Life Policy referable to AIAA Statutory Fund No.2L becomes a Resolution Life Policy referable to Resolution Life Statutory Fund No.2.
- (d) Each AIAA Transferring Life Policy referable to AIAA Statutory Fund No.4 becomes a Resolution Life Policy referable to Resolution Life Statutory Fund No.2.

4.2 Transferring Assets

- (a) The Transferring Statutory Fund No. 1 Assets become assets of Resolution Life Statutory Fund No.1.
- (b) The Transferring Assets of AIAA Statutory Fund No.1L become assets of Resolution Life Statutory Fund No.3.
- (c) The Transferring Assets of AIAA Statutory Fund No.2L become assets of Resolution Life Statutory Fund No.2.
- (d) The Transferring Assets of AIAA Statutory Fund No.4 become assets of Resolution Life Statutory Fund No.2.

4.3 Transferring Liabilities

- (a) The Transferring Liabilities referable to AIAA Statutory Fund No.1 become liabilities of the Resolution Life Statutory Fund No.1.
- (b) The Transferring Liabilities of AIAA Statutory Fund No.1L become liabilities of the Resolution Life Statutory Fund No.3.
- (c) The Transferring Liabilities of AIAA Statutory Fund No.2L become liabilities of Resolution Life Statutory Fund No.2.
- (d) The Transferring Liabilities of AIAA Statutory Fund No.4 become liabilities of Resolution Life Statutory Fund No.2.

4.4 Transferring Retained Profits and Shareholders' Capital

- (a) The Transferring Statutory Fund No.1 Assets that are Australian Policy Owners' Retained Profits immediately prior to the Effective Time will become part of the Australian Policy Owners' Retained Profits of Resolution Life Statutory Fund No.1.
- (b) The Transferring Statutory Fund No.1 Assets that are Shareholders' Retained Profits (Australian Participating) immediately prior to the Effective Time will become part of the Shareholders' Retained Profits (Australian Participating) of Resolution Life Statutory Fund No.1.

5 Conduct of the S&I Business on and from the Effective Time

- (a) On and from the Effective Time, Resolution Life will:
 - (1) maintain such policies and procedures as are required to enable it to conduct the S&I Business in a manner which is consistent with its legal and regulatory obligations and which satisfies the contractual rights and benefits, and the reasonable benefit expectations, of the AIAA Transferring Life Policy Owners; and
 - (2) manage the AIAA Transferring Participating Life Policies in accordance with the Resolution Life Participating Business Management Framework, with due regard to the principles of fairness and equity, and the reasonable benefit expectations of policy owners that hold an AIAA Transferring Participating Life Policy or a Resolution Life Participating Life Policy.
- (b) For the purposes of this clause 5, "policies and procedures" includes any policies and procedures relating to:
 - (1) the method of determining premium rates and charges;
 - (2) underwriting and claims management;
 - (3) investment policies and strategies;
 - (4) the management of life policies classified as "participating" under the Life Act;
 - (5) the capital management framework;
 - (6) unit-pricing;
 - (7) the risk management framework; and
 - (8) remediation programs.
- (c) Resolution Life must review its policies and procedures periodically to ensure that they remain appropriate. Where appropriate, Resolution Life will adjust the policies and procedures to take better account of its legal and regulatory obligations and in a manner consistent with the contractual rights and benefits, and the reasonable benefit expectations, of the AIAA Transferring Life Policy Owners and the Resolution Life Policy Owners.

6 Use of the Unallocated Asset Pool

On and from the Effective Time, the Unallocated Asset Pool will continue to be managed by Resolution Life as a resource to support overall policyholder outcomes and the practical management of the Participating Sub-Fund as a whole. To achieve this outcome, Resolution Life will:

- (a) ensure any changes to the use of the Unallocated Asset Pool:
 - (1) are subject to oversight by Resolution Life's Board;
 - (2) take proper account of the emerging position and needs of the Participating Sub-Fund and are consistent with maintaining policy owner equity and fairness;
 - (3) are implemented with due regard to the principles set out in the Resolution Life Participating Business Management Framework;
- (b) manage the Unallocated Asset Pool consistent with the reasonable benefit expectations of policy owners that hold an AIAA Transferring Participating Life Policy or a Resolution Life Participating Life Policy;
- (c) maintain a rigorous governance process around changes in the use of the Unallocated Asset Pool so as to safeguard the interests of policy owners; and
- (d) take any such other steps and actions that are necessary to achieve the intended purpose of this clause.

7 Implementation

Resolution Life and AIAA will do all such things and execute all such deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Scheme and the transactions contemplated by them.

8 Costs of the Scheme

All costs, including any tax and stamp duty, associated with the transfer of the S&I Business will be paid by AIAA and Resolution Life and not by AIAA Transferring Life Policy Owners or Resolution Life Policy Owners.

9 Interpretation

9.1 Definitions

In this Scheme:

AIAA means AIA Australia Limited ABN 79 004 837 861.

AIAA Life Policy means a life policy issued by AIAA.

AIAA Life Policy Owner means the owner of an AIAA Life Policy.

AIAA Transferring Life Policies means:

- (a) the in-force AIAA Life Policies issued by AIAA that are referable to a Transferring Statutory Fund or AIAA Statutory Fund No.1 immediately prior to the Effective Time; and
- (b) any AIAA Life Policies referable to a Transferring Statutory Fund or AIAA Statutory Fund No.1 which have expired but under which benefits remain payable, or in respect of which a person has a guaranteed renewal right as at the Effective Time,

as set out in Schedule 2, and which includes the AIAA Transferring Participating Life Policies.

AIAA Transferring Participating Life Policies means the AIAA Transferring Life Policies that are classified as “participating” under the Life Act.

AIAA Transferring Life Policy Owner means an owner of an AIAA Transferring Life Policy.

APRA means the Australian Prudential Regulation Authority.

Australian Policy Owners’ Retained Profits has the meaning given in the Life Act.

Contribution Amount means a liability to pay the Commonwealth pursuant to section 721-30(2) of the ITAA 1997.

Duty means any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Effective Time has the meaning given in clause 2.1.

Excluded Assets means all current Tax assets of AIAA referable to the S&I Business immediately after the Effective Time, including current Tax assets arising in connection with the Scheme.

Excluded Liabilities means:

- (a) all current Tax liabilities of AIAA referable to the S&I Business immediately after the Effective Time, including current Tax liabilities arising in connection with the Scheme; and
- (b) all Residual Liabilities.

Existing Resolution Life Policies means the Resolution Life Policies immediately prior to the Effective Time.

Federal Court means the Federal Court of Australia.

Governmental Agency means any government or governmental, administrative, monetary, fiscal or judicial body, securities exchange, department, commission, authority, tribunal, agency or entity in any part of the world, including the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Australian Securities Exchange, the Australian Competition and Consumer Commission, the Australian Taxation Office and Offices of State Revenue in each State of Australia.

Group Liability has the same meaning as that term is defined in section 721 10(1)(a) of the ITAA 1997.

Indirect Tax Amount means a liability to make a payment to the Commissioner of Taxation under section 444-90(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

ITAA 1997 means the *Income Tax Assessment Act 1997* (Cth).

Life Act means the *Life Insurance Act 1995* (Cth).

life company has the meaning given in the Life Act.

life policy has the meaning given in the Life Act.

Loss means losses, liabilities, damages, costs, charges, interest and expenses and includes Taxes, Duties and Tax Costs.

Participating Sub-Fund means the pool of assets and liabilities held within the Resolution Life Statutory Fund No.1 relating to its participating business, which is recorded separately from the non-participating business in the Resolution Life Statutory Fund No.1. The Participating Sub-Fund is further divided into product line sub-pools and the Unallocated Asset Pool. The product line sub-pools are used to determine each group of policy owners' participation in the profits of the Participating Sub-Fund.

Reinsurance Treaty means the reinsurance treaties set out in Schedule 4.

Residual Liability means all liabilities of the S&I Business as at the Effective Time that arise prior to the Effective Time but are not capable of being transferred to Resolution Life under the Scheme and which are not otherwise Excluded Liabilities, and which may include any liabilities associated with the selling, issuing, underwriting, administration of or handling of claims under the Transferring Life Policies. Current Tax assets and current Tax liabilities will not be considered to be Residual Liabilities.

Resolution Life means Resolution Life Australasia Limited ABN 84 079 300 379.

Resolution Life Policies means the life policies issued by Resolution Life.

Resolution Life Policy Owner means an owner of a Resolution Life Policy.

Resolution Life Participating Business Management Framework means the document titled "Resolution Life Participating Business Management Framework", as reviewed and updated by Resolution Life from time to time.

Resolution Life Participating Life Policy means the Resolution Life Policies that are classified as "participating" under the Life Act.

Resolution Life Statutory Funds means:

- (a) Resolution Life Statutory Fund No.1;
- (b) Resolution Life Statutory Fund No.2; and
- (c) Resolution Life Statutory Fund No.3.

Shareholders' Capital has the meaning given in the Life Act.

Shareholders' Retained Profits (Australian Participating) has the meaning given in the Life Act.

S&I Business means the business known as the 'Superannuation & Investments' life insurance business of AIAA immediately prior to the Effective Time, comprising the Transferring Assets and Transferring Liabilities.

Statutory Fund has the meaning given to that term in section 29 of the Life Act.

Tax means any tax, levy, charge, impost, fee, deduction, goods and services tax, compulsory loan or withholding, that is assessed, levied, imposed or collected by any Governmental Agency or any payment made to a Governmental Agency to settle an amount of tax and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above, and includes any Group Liability or Contribution Amount and any Indirect Tax Amount and includes Duty.

Tax Cost means all costs and expenses incurred in:

- (a) managing an inquiry; or
- (b) conducting any disputing action in relation to a tax demand.

Transferring Assets means all assets referable to the S&I Business immediately prior to the Effective Time, including:

- (a) the Transferring Statutory Fund Assets;
- (b) the rights and benefits under the AIAA Transferring Life Policies;
- (c) the rights and benefits under the Transferring Contracts; and
- (d) the rights and benefits under the Reinsurance Treaties,

but excluding the Excluded Assets.

Transferring Contracts means the contracts set out in Schedule 3.

Transferring Liabilities means all liabilities (actual and contingent) referable to the S&I Business immediately prior to the Effective Time, including:

- (a) all policy liabilities in respect of the AIAA Transferring Life Policies;
- (b) all liabilities arising under the Transferring Contracts; and
- (c) all liabilities arising under the Reinsurance Treaties,

but excluding the Excluded Liabilities.

Transferring Statutory Funds means:

- (a) AIAA Statutory Fund No.1L;
- (b) AIAA Statutory Fund No.2L; and
- (c) AIAA Statutory Fund No.4.

Transferring Statutory Fund Assets means:

- (a) the Transferring Statutory Fund No.1 Assets; and
- (b) the assets of the Transferring Statutory Funds,

but excluding the Excluded Assets.

Transferring Statutory Fund No. 1 Assets means the assets of AIAA Statutory Fund No.1 supporting the Transferring Liabilities referable to AIAA Statutory Fund No.1.

Unallocated Asset Pool means the sub-pool of assets held within the Participating Sub-Fund, which is separate from the product line sub-pools in the Participating Sub-Fund, which is held as retained profits for participating policy owners (80 percent) and shareholders (20 percent). The use of the Unallocated Asset Pool may include, but not exclusively:

- (a) supporting future Participating Sub-Fund expenses;
- (b) supporting the overall Participating Sub-Fund capital position and investment strategy needs;
- (c) assisting with future product line sub-pool mergers (between Resolution Life product line sub-pools, between transferring AIAA product line sub-pools, or between Resolution Life and transferring AIAA product line sub-pools); and
- (d) making progressive distributions to participating policy owners as the size of the Participating Sub-Fund declines over the long term.

9.2 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (1) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (2) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (3) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (4) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (5) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to a matter being, at a relevant time, to the knowledge of a person means that the matter is, at that time, within the actual knowledge of the person.
- (g) A matter that is not known by a person is not to the knowledge of that person even if that matter would have been discovered if that person had made the enquiries that a reasonable person in that person's position would have made.
- (h) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (i) The expression **this document** or **this Scheme** includes the agreement, arrangement, understanding or transaction recorded in this document, including any schedule to this document or this Scheme.
- (j) The expressions **subsidiary**, **holding company** and **related body corporate** have the same meanings as in the *Corporations Act 2001* (Cth).
- (k) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (l) A reference to time is a reference to Sydney, New South Wales, Australia time.

Schedule 1

Changing AIAA Transferring Life Policies

Part A

| | | |
|-------------|--------------------------|-----------|
| Risk policy | Family Safe Plus | FS |
| | Disability Income Policy | DIP01 |
| | Life Care Policy | LCP01 |
| | Term Life Policy | TLP01 |
| | Trauma Policy | TRP01 |
| | Protector Plus | PROT_PLUS |

Part B

| | | |
|------------------------|--|-------------------------|
| Allocated Annuity | Tailored Annuity Plan – Allocated Annuity | ALLANN (TA2E, TA2E+) |
| Life Insurance Bond | Investment Bond | BOND (IB4, IB4+) |

Schedule 2

AIAA Transferring Life Policies

The AIAA Transferring Life Policies are the policies issued under the following product names:

| Summary Product Type | Mailing Product Name | Product Code |
|----------------------|---|--|
| Allocated annuity | Tailored Annuity Plan - Allocated Annuity | ALLANN |
| | Tailored Annuity Plan - Allocated Annuity (Free Entry Option) | ALLANN |
| | Allocated Annuity | AAP01 |
| Allocated pension | PensionSelect | SA |
| | Living Money | E07, E08 |
| | Retirement Plus Account | FA3, FB3 |
| | Flexible Income Retirement Plan | PRUFIRP |
| | Select Allocated Pension | PRUAP, PPAP |
| Deferred annuity | Rollover Bond | DA, DC, E05, E06, E10, EA3, EB3, EC3, EF3, RBP01 |
| | Rollover Fund | EA, EV |
| | SuperBridge | DEFANN |
| | SuperBridge - New Series | DEFANN |
| | SuperBridge - Investment Linked | DEFANN |
| | SuperBridge - Series III | DEFANN |
| | SuperBridge - Series IV | DEFANN |
| | SuperSpan Plus Series IV | DEFANN |
| | SuperCash | DEFANN |
| | SuperSpan II | DEFANN |
| | SuperSpan II Multi Option | DEFANN |
| | SuperSpan - Limited Offer | DEFANN |
| | SuperSpan (Limited Offer) Multi Option | DEFANN |
| | SuperSpan Plus | DEFANN |
| | SuperSpan Plus Series III | DEFANN |

| Summary Product Type | Mailing Product Name | Product Code |
|----------------------|-----------------------------------|--|
| | SuperSpan Plus Series IV | DEFANN |
| | Rollover Plan | DEFANN |
| | Rollover Plan "S" Series | DEFANN |
| | Deferred Annuity | DEFANN |
| | Rollover Plan Goldseal | DEFANN |
| | Rollover Deferred Annuity | DEFANN |
| | Rollover Deposit Plan | E09 |
| Immediate annuity | Lifestream Guaranteed Income | B01, B02, B04, B05, B09, B20, F01, F02, F07, F08, F09, F20 |
| | Tailored Annuity Plan | B10, B12, B15, B17, B19, F10, F12, F15, F17, F19 |
| | Immediate Annuity - ex Staff Fund | F04 |
| | Tooth & Co annuity (complying) | F06 |
| | Income Plan | AC, AU |
| | Income Select | AI, AR |
| Life Insurance Bond | Investment Bond | BOND, AA3, AF3, AH3, SB3, AG3, IBP01 |
| | InvestorPlan | IBCYP |
| | Lifebuilder | IBCYP |
| | Wealth Portfolio | IBCYP |
| | Money Plan | SA3 |
| | Life Umbrella | S03 |
| | Savings Plan | SPP01 |
| | Umbrella Investment Plan | T10 |
| | Umbrella Financial Plan | T11, T12 |
| | Investment Growth Bond | A01, A02, A03, A04, A05 |
| | Easy Saver | EASYSAVER |
| | Easy Saver Plus | EASYSAVER |
| | LifeLink | LIFELINK |
| | LifeLink Plus Series 2 | LIFELINK |
| | LifeLink Plus Series 3 | LIFELINK |

| Summary Product Type | Mailing Product Name | Product Code |
|------------------------------------|---|--------------------------------|
| | LifeWise Series 4 | LIFEWISE4 |
| | LifeWise Series 5 | LIFEWISE5 |
| | Managed Investment Plan | MANAGEDP |
| | Managed Savings Plan | MANAGEDP |
| | Family Bonds | FH, FU |
| | Insurance Bonds | BH, BU |
| | Investment Growth Bond | A06 |
| Personal Super | Personal Superannuation & Rollover Plan | SB, SH |
| | SuperSelect | MB |
| | Master Fund Superannuation | PRUES |
| | Superannuation Bond | CYPPS, ED3, EE3, EG3 |
| | SuperFlex Superannuation | CYPPS |
| | Lifebuilder Superannuation | CYPPS |
| | Superannuation Bond "S" Series | CYPPS |
| | SuperPlan Superannuation | CYPPS |
| | Wealth Portfolio Superannuation | CYPPS |
| | PruPlan Superannuation "PruLink" | CYPPS |
| | PruPlan Superannuation | CYPPS |
| | PruPlan Plus Superannuation | CYPPS |
| | PruPlan Superannuation "Unit-Linked" | CYPPS |
| | Personal Superannuation Bond | E03, E04 |
| | Retirement Investment Plan | W01 |
| | Retirement Accumulation Plan | W02 |
| | Life Umbrella Super | W03 |
| | Money Plan Super | WA3 |
| | Umbrella Investment Plan Super | X10 |
| | Umbrella Financial Plan Super | X11, X12 |
| | Select Personal Superannuation | ADFPS, MPPS, CMPS, SCPS, PRUPS |
| Personal Superannuation Portfolio. | PSP | |

| Summary Product Type | Mailing Product Name | Product Code |
|-----------------------------|---|------------------------------|
| | Managed Investment SuperPlan | MANAGEDSP |
| | Managed Personal SuperPlan | MANAGEDSP |
| | Personal SuperCARE | SUPERCLU |
| | SuperGuaranteeCARE | SUPERCLU |
| | SuperUnits | SUPERCLU |
| | Retirement Saver Series 2 | RETIREPLUS |
| | Retirement Saver | RETIREMENT |
| | Retirement Saver Plus | RETIREPLUS |
| | SuperLink | SUPERCLU |
| | SuperLink Plus Series 2 | SUPERCLU |
| | SuperLink Plus Series 3 | SUPERCLU |
| | SuperWise Series 4 | SUPERWISE4 |
| | SuperWise Series 5 | SUPERWISE5 |
| | SuperTrace Superannuation Fund (formerly SuperTrace Eligible Rollover Fund) | TRAC |
| Traditional | PruPac | C25 |
| | Whole of Life With Profit | C01, C11, C20, I02, I07, I08 |
| | Endowment With Profit | C02, C12, I04 |
| | Pure Endowment With Profit | C03, C13 |
| | Whole of Life Non Profit | C07, C17, C21, I01, IA3, IB3 |
| | Endowment Non Profit | C08, C18, I03 |
| | Pure Endowment Non Profit | C19, I05 |
| | Privilege Plus | PRIV_PLUS |
| Traditional External | Whole of Life With Profit | G01, G11, N02 |
| | Endowment With Profit | G02, G12, N06 |
| | Pure Endowment With Profit | G13 |
| | Whole of Life Non profit | G07, G17, N01 |
| | Endowment Non Profit | G18 |
| | Pure Endowment Non Profit | N05 |
| | PruPac | G25 |
| Traditional Super | PruPac | G25 |
| | Whole of Life With Profit | G01, G11, G20, N02 |

| Summary Product Type | Mailing Product Name | Product Code |
|---|---------------------------------|---------------------|
| | Endowment With Profit | G02, G12, N04 |
| | Pure Endowment With Profit | G03, G13 |
| | Whole of Life Non Profit | G07, G17, N01 |
| | Endowment Non Profit | G08, G18 |
| Trustee Bond | Retirement Investment Plan | W01 |
| | Retirement Accumulation Plan | W02 |
| | Private Trustee | W04 |
| | Umbrella Investment Plan Super | X10 |
| | Lifebuilder | IBCYP |
| | PruPlan Superannuation | IBCYP |
| | Investment Bond | BOND |
| | Superannuation Bond | IBCYP, E01, E02 |
| | Superannuation Bond "S" Series | IBCYP |
| | SuperPlan Superannuation | IBCYP |
| | Wealth Portfolio | IBCYP |
| | Wholesale Investment Portfolios | PRUINO |
| | Personal Superannuation Bond | E03 |
| | Business Super Bonds | SC |
| | Corporate Super Bonds | SD |
| Managed Investment Super Plan – Corporate | MANAGEDXP | |
| Risk policy | Protector Plus | PROT_PLUS |
| | Family Safe Plus | FS |
| | Disability Income Policy | DIP01 |
| | Life Care Policy | LCP01 |
| | Term Life Policy | TLP01 |
| | Trauma Policy | TRP01 |

Schedule 3

Transferring Contracts

| Contract Name | Parties | Date |
|---|--|------------|
| Platform Administration Deed | Avanteos Investments Limited Colonial First State Investments Limited AIAA | 17/06/2015 |
| Service Level Agreement | Avanteos Investments Limited AIAA | 15/06/2015 |
| Service Level Agreement | Colonial First State Investments Limited AIAA | 15/06/2015 |
| Trustee Services Deed | Equity Trustees Superannuation Limited AIAA | 27/05/2016 |
| Deed of Novation and Amendment - Administration Services Deed | Colonial Mutual Superannuation Pty Limited Equity Trustees Superannuation Limited AIAA | [•] |
| Facility Agreement | EQT Holdings Limited AIAA | [•] |
| CMLA Facility Agreement – Side Letter | EQT Holdings Limited AIAA | 25/09/2019 |
| Services Agreement | Equity Trustees Limited Citigroup Pty Ltd AIAA | 27/03/2020 |
| Citigroup Side Letter | Citigroup Pty Limited AIAA | 25/08/2021 |
| Trustee Services Agreement | Equity Trustees Limited AIAA | [•] |
| Investment Management Agreement | Equity Trustees Limited AIAA | [•] |
| Global Diversified Infrastructure Fund - fee rebate and administration arrangements | Colonial First State Managed Infrastructure Limited (now known as First Sentier Investors (Australia) Re Ltd) Butterfield Trust (Cayman) Limited Colonial First State Infrastructure Managers (Australia) Pty Limited (now known as First Sentier Investors (Australia) Infrastructure Managers Pty Ltd) | 7/06/2016 |

| | | |
|---|--|------------|
| | First State Infrastructure Managers (International) Limited AIAA | |
| Termination of CMLA Administration and Investment Management Agreement | Vicinity Funds Management Pty Ltd AIAA | 6/05/2016 |
| CFSIL-CMLA Executed Agreement CIFS | Colonial First State Investments Limited AIAA | 8/02/2019 |
| Services Agreement | Citigroup Pty Limited AIAA | [•] |
| Super Retirement Fund – Deed and Rules (Consolidated) | Equity Trustees Superannuation Limited AIAA | 01/05/1993 |

Distribution Agreements dated on or about the Effective Time between AIAA and each of the following parties:

| Party |
|---|
| 38th Parallel Pty Ltd (ABN 45 110 463 253) |
| Access FP Pty Ltd (ABN 85 162 298 286) |
| Advice Assist Australia Pty Ltd (ABN 50 616 870 092) |
| Advice Essentials Pty Limited (ABN 18 007 047 645) |
| Advice Loop Pty Ltd (ABN 93 635 562 202) |
| Advicenet Pty Ltd (ABN 35 122 720 512) |
| Affinity Group Advisers Pty Ltd (ABN 16 657 794 860) |
| Agbis Pty Ltd (ABN 47 093 259 780) |
| AJ Financial Solutions Pty Ltd (ABN 97 126 071 878) |
| Akela Ventures Pty Ltd (ABN 69 089 623 352) |
| Allman Financial Services Pty Ltd (ABN 49 652 995 358) |
| Alpha Securities Pty Ltd (ABN 96 124 327 064) |
| Apex Fsg Pty Ltd (ABN 11 657 399 552) |
| Asire Financial Services Pty Ltd (ABN 70 651 473 808) |
| Asset Builder Financial Services Pty Ltd (ABN 77 006 388 629) |
| Augeo Pty Ltd (ABN 69 111 281 013) |
| Austbrokers Phillips Ltd (ABN 27 000 574 970) |
| Australia Pacific Funds Mgt Pty Ltd (ABN 34 144 245 771) |
| Australian Consolidated Planning And Insurance Group Pty Ltd (ABN 45 114 779 467) |

| Party |
|--|
| Australian Financial Freedom Pty Ltd (ABN 91 139 960 080) |
| Australian Medical Assoc (ACT) (ABN 29 008 665 718) |
| Australian Medical Association (NSW) Ltd (ABN 81 000 001 614) |
| Australian Medical Association (NT) Ltd (ABN 61 628 117 024) |
| Australian Medical Association (QLD) Ltd (ABN 17 009 660 280) |
| Australian Medical Association (TAS) Ltd (ABN 11 009 484 931) |
| Australian Medical Association (Victoria) Ltd (ABN 43 064 447 678) |
| Australian Medical Association (WA) Ltd (ABN 63 149 567 245) |
| Aware Financial Services Australia Limited (ABN 86 003 742 756) |
| Axiom Wealth Pty Ltd (ABN 59 123 597 115) |
| Axis Financial Group (Australia) Ltd (ABN 32 006 711 995) |
| Baron Financial Group Pty Ltd (ABN 28 237 106 574) |
| Bbt Partners Financial Services Pty Ltd (ABN 28 082 796 941) |
| Bendigo and Adelaide Bank Limited (ABN 11 068 049 178) |
| Bespoke Portfolio Pty Ltd (ABN 99 136 853 819) |
| Beulah Private Clients Pty Ltd (ABN 23 568 489 551) |

| Party |
|---|
| Black Green Equity Pty Ltd (ABN 97 111 932 006) |
| Blue Summit Financial Solutions Pty Ltd (ABN 24 117 603 773) |
| Bough Financial Pty Ltd (ABN 44 660 664 399) |
| Bpsl Pty Ltd (ABN 12 103 365 091) |
| Brady & Associates Pty Ltd (ABN 16 058 370 068) |
| Bugden Wealth Solutions Pty Ltd (ABN 94 651 957 934) |
| Burvill Financial Pty Ltd (ABN 70 610 034 921) |
| Business Insurance Specialists Pty Ltd (ABN 86 513 052 785) |
| Canaccord Genuity (Australia) Limited (ABN 19 075 071 466) |
| Capricorn Securities Pty Ltd (ABN 24 143 933 644) |
| Catalpa Pty Ltd (ABN 57 648 557 340) |
| Chess Financial Services Pty Ltd (ABN 70 107 114 447) |
| Chinsha Pty Ltd as trustee for Os Financial Planning Trust (ABN 59 122 936 592) |
| The Colonial Mutual Life Assurance Society Pty Limited (ABN 12 004 021 809) |
| Coach Investments Pty Ltd (ABN 68 652 863 333) |
| Coastline Credit Union (ABN 88 087 649 910) |
| Commonwealth Private Limited (ABN 30 125 238 039) |
| Conexus Group Pty Ltd (ABN 73 610 419 317) |

| Party |
|--|
| Conicklaird Pty Ltd (ABN 22 110 501 150) |
| Defence Health Limited (ABN 80 008 629 481) |
| Dfs Advisory Services Pty Ltd (ABN 98 104 003 714) |
| Diligent Financial Services Pty Ltd (ABN 88 653 879 675) |
| Donnelly Wealth Management Pty Ltd (ABN 89 145 903 840) |
| Doug Kerr Insurance Consultants (ABN 42 649 197 372) |
| Ed Leuenberger Pty Ltd (ABN 28 002 557 039) |
| Embrun Pty Ltd (ABN 82 956 837 528) |
| Endurego Pty Ltd (ABN 41 133 169 678) |
| Epg Wealth Pty Ltd (ABN 28 645 104 525) |
| Equiti Financial Services Pty Ltd (ABN 20 120 384 474) |
| Ferrofunds Pty Ltd (ABN 29 654 889 880) |
| Financial Adviser Network Pty Ltd (ABN 71 633 144 242) |
| Financial Management Advisors (ABN 98 951 387 736) |
| Financial Planners Alliance Pty Ltd (ABN 89 610 060 985) |
| Financial Planning Plus Pty Ltd (ABN 37 167 051 470) |
| Finh Pty Ltd (ABN 29 079 236 169) |
| Finplan Australia Pty Ltd (ABN 76 078 498 120) |
| Fitzpatrick & Company Insurance Brokers Pty Ltd (ABN 25 050 242 914) |
| Forza Wealth Pty Ltd (ABN 86 220 067 723) |

| Party |
|---|
| Fredrick Gordon Pty Ltd (ABN 50 069 909 940) |
| Front Row Advice Pty Ltd (ABN 54 130 299 464) |
| Future Wealth Advisory Pty Ltd (ABN 37 653 684 550) |
| G & C Mutual Bank Limited (ABN 72 087 650 637) |
| Ge Capital Finance Australia (ABN 42 008 583 588) |
| Gigi Investment Group Pty Ltd (ABN 35 106 433 096) |
| Gwm Adviser Services Limited (ABN 96 002 071 749) |
| Harvest Personal Investment Services Pty Ltd (ABN 82 073 970 144) |
| Hbf Financial Services Pty Ltd (ABN 18 009 123 675) |
| Hendersons Fp Pty Ltd (ABN 29 004 456 062) |
| Hjc Financial Advisers Pty Ltd (ABN 67 159 649 975) |
| Holiday Coast Credit Union Ltd (ABN 64 087 650 164) |
| Howard-Osmond Financial Services Pty Ltd (ABN 79 127 238 144) |
| Hph Financial Planning Pty Ltd (ABN 44 136 063 315) |
| Hub Wealth Management Pty Ltd (ABN 31 684 703 699) |
| I.O.O.F Investment Management Ltd (ABN 53 006 695 021) |
| Ifs Insurance Broking Pty Ltd (ABN 16 070 588 108) |
| liadvice Pty Ltd (ABN 30 602 780 414) |
| Illawarra Mutual Building Society Ltd (ABN 92 087 651 974) |
| Infinitas Asset Management Limited (ABN 78 129 953 724) |

| Party |
|--|
| Investorlink Securities Ltd (ABN 74 062 361 166) |
| Investorwise Financial Pty Ltd (ABN 57 814 121 070) |
| Investsmart Advice Pty Limited (ABN 81 119 670 334) |
| Keep Insurance Co Pty Ltd (ABN 31 632 970 382) |
| Kings Road Group Pty Limited (ABN 75 165 392 889) |
| Lammermoor Fp Pty Ltd (ABN 57 627 947 700) |
| Latitude Private Wealth Licensee Services Pty Ltd (ABN 88 661 481 812) |
| Lawrence Advice Pty Ltd (ABN 65 614 217 819) |
| Lawrence Financial Group Pty Limited (ABN 80 149 232 084) |
| Leebridge Financial Planners Pty Ltd (ABN 60 006 616 093) |
| Level One Financial Advisers Pty Ltd (ABN 68 105 116 541) |
| Libertate Advisory Pty Limited (ABN 77 618 553 889) |
| Life Insurance Comparison Pty Ltd (ABN 17 149 089 716) |
| Lifestyle & Investment Planning Solutions Pty Ltd (ABN 40 107 322 056) |
| Lighthouse Advice Group Pty Ltd (ABN 67 651 044 414) |
| Lighthouse Partners Pty Ltd (ABN 84 641 250 839) |
| Link Advice Pty Ltd (ABN 36 105 811 836) |
| Lumix Wealth Afsl Pty Ltd (ABN 14 631 573 423) |
| Macgill Financial Services Pty Ltd (ABN 54 096 357 630) |
| Mackay Private Partners Pty Ltd (ABN 92 651 893 935) |

| Party |
|--|
| Mas Licensee Services Pty Ltd (ABN 73 614 728 102) |
| Mclean Leslie Champion (ABN 72 146 016 030) |
| Medical Financial Pty Ltd (ABN 31 131 051 333) |
| Moneywise Personal Financial Services Pty Ltd (ABN 72 575 511 030) |
| Montara Services Pty Ltd (ABN 61 641 966 878) |
| Mortgage & General Financial Services Pty Ltd (ABN 41 005 845 778) |
| Mr & Sa Harborne (ABN 58 548 288 330) |
| Mutual Limited (ABN 42 010 338 324) |
| Neowealth Group Pty Ltd (ABN 15 650 723 069) |
| Nexus Private Financial Services Pty Ltd (ABN 79 650 574 306) |
| Nixon Drexler Advisory Pty Ltd (ABN 90 111 359 374) |
| Nwg Financial Services Pty Ltd (ABN 17 656 705 323) |
| Oak Advisory Group Pty Ltd (ABN 75 642 646 893) |
| Oakwood Lifestyle Advisers Pty Ltd (ABN 14 072 735 409) |
| On Point Wealth Solutions Pty Ltd (ABN 34 630 910 922) |
| Onefocus Financial Services Pty Ltd (ABN 55 134 129 516) |
| Optimus Financial Pty Ltd (ABN 72 084 349 002) |
| Palmer Portfolios Group Pty Ltd (ABN 78 145 431 107) |
| Paragon Wealth Nominees Pty Ltd (ABN 99 652 425 299) |
| Park Street Group Pty Ltd (ABN 51 164 533 680) |

| Party |
|--|
| Pellucid Wealth Pty Ltd (ABN 48 652 928 491) |
| Pf Financial Advisers Pty Ltd (ABN 55 617 303 885) |
| Plus1 Wealth Advisors (ABN 11 408 695 672) |
| Police Credit Union Limited (ABN 30 087 651 205) |
| Port Financial Services Pty Ltd (ABN 12 099 230 074) |
| Prestige Wealth Planning Pty Ltd (ABN 16 103 517 826) |
| Price Waterhouse Coopers Securities Ltd (ABN 54 003 311 617) |
| Pritchard & Partners Pty Ltd (ABN 84 073 393 049) |
| Professional Retirement Advice Pty Ltd (ABN 32 082 144 876) |
| Professional Wealth Management Services Pty Ltd (ABN 58 600 953 606) |
| Progressive Financial Solutions Pty Ltd (ABN 87 602 863 257) |
| Prudent Wealth Management Pty Ltd (ABN 92 159 582 340) |
| Pwm Financial Services Pty Ltd (ABN 87 080 344 850) |
| Q.Invest Limited (ABN 35 063 511 580) |
| Qa Insurance Pty Ltd (ABN 59 644 299 394) |
| Quinn Financial Planning Pty Ltd (ABN 22 093 357 683) |
| Reid Wealth Management Pty Ltd (ABN 16 636 730 777) |
| Remark Asia Pacific Pty Limited (ABN 74 002 716 805) |
| Ross Forsyth & Associates Pty Ltd (ABN 20 335 803 299) |
| Roxburgh Securities Pty Ltd (ABN 83 009 199 740) |

| Party |
|---|
| Saracen'S Financial Planning Pty Ltd (ABN 66 010 700 928) |
| Satisfac Insurance Services (ABN 36 087 651 232) |
| Secure Future Financial Planning Pty Ltd (ABN 17 109 657 285) |
| Select Afsl Pty Limited (ABN 34 151 931 618) |
| Semaphore Private Pty Ltd (ABN 51 129 014 348) |
| Sexton Insurance Broking Pty Ltd (ABN 91 008 904 925) |
| Shanebridge Pty Ltd (ABN 16 011 049 899) |
| Sherbrook Private Pty Ltd (ABN 28 086 162 469) |
| Smart Financial Services Pty Ltd (ABN 50 660 722 298) |
| Smith Coffey Pty Ltd (ABN 72 940 948 949) |
| Smsf Advisers Network Pty Ltd (ABN 64 155 907 681) |
| Stellan Capital Group Pty Ltd (ABN 80 139 835 797) |
| Sterling Insurance Pty Ltd (ABN 12 084 296 168) |
| Steward Wealth Pty Ltd (ABN 15 160 777 186) |
| Summerland Credit Union Ltd (ABN 23 087 650 806) |
| Super Strategists (AFSL) Pty Ltd (ABN 53 621 389 900) |
| Telstra Super Financial Planning Pty Ltd (ABN 74 097 777 725) |
| Tessmo Pty Ltd (ABN 89 125 208 755) |
| The Trust Company (Australia) Limited (ABN 21 000 000 993) |
| The Welfare Fund Limited (ABN 25 155 698 105) |

| Party |
|---|
| Tidswell Financial Services Ltd (ABN 55 010 810 607) |
| Tucker Mcneil Pty Ltd (ABN 81 004 001 469) |
| Tynan Mackenzie Pty Ltd (ABN 94 066 074 744) |
| Ula Financial Services Pty Ltd (ABN 81 107 037 552) |
| Unison Advice Services Ltd (ABN 12 096 919 603) |
| Veritas Wealth Solutions Pty Ltd (ABN 57 161 503 411) |
| Verse Wealth Licensee Services Pty Ltd (ABN 51 641 069 203) |
| Waterfall Way Associates Pty Ltd (ABN 37 126 311 251) |
| Wealth Factor Pty Ltd (ABN 21 776 981 690) |
| Wealth Psychology Pty Ltd as trustee for The Private Trust (ABN 55 859 790 756) |
| Wealth Within Limited (ABN 96 088 389 913) |
| Wealthpool Advisers Pty Ltd (ABN 52 601 471 158) |
| Wealthspan Financial Services Pty Ltd (ABN 59 661 340 736) |
| Whittaker Macnaught Pty Ltd (ABN 96 009 793 971) |
| Wisdom Tree Financial Pty Ltd (ABN 69 659 235 677) |
| Wp Invest Pty Ltd (ABN 55 111 685 226) |
| Wright Evans Wealth Pty Ltd (ABN 72 655 601 513) |
| Yield Fs Pty Ltd (ABN 58 656 693 800) |
| Zuppe International Pty Ltd (ABN 12 628 405 952) |

Schedule 4

Reinsurance Treaties

| Reinsurance Treaty | Parties | Date |
|--|--|------------|
| Life Reinsurance Treaty No: 008 | Swiss Re Life & Health Australia Limited AIAA | [•] |
| Life Reinsurance Treaty No: 009 | Swiss Re Life & Health Australia Limited AIAA | [•] |
| Reinsurance Agreement – Longevity Reinsurance in respect of Lifetime Annuities (Treaty No. CBA_LAN080) | Swiss Re Life & Health Australia Limited AIAA | 19/02/2009 |