



Amending Deed

ANZ AUSTRALIAN STAFF SUPERANNUATION SCHEME

**ANZ STAFF SUPERANNUATION (AUSTRALIA) PTY
LIMITED**

ABN 92 006 680 664

and

**AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED**

ABN 11 005 357 522

Amending Deed

Date: 4 March 2026

PARTIES

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

ABN 11 005 357 522

of Level 9, 833 Collins Street, Docklands VIC 3008

(Principal Company)

And

ANZ STAFF SUPERANNUATION (AUSTRALIA) PTY LIMITED

ABN 92 006 680 664

of Level 9, 833 Collins Street, Docklands VIC 3008

(Trustee)

RECITALS

- A. The indefinitely continuing superannuation fund known as the ANZ Australian Staff Superannuation Scheme ("**Fund**") was established by a deed of trust dated 16 November 1987. That deed of trust, as subsequently amended by a consolidated deed dated 16 November 1987 with amendments to 24 June 1992, deeds of variation dated 24 June 1993 and 4 December 2000 and deeds of amendment dated 24 June 1993, 5 October 1993, 27 September 1994, 11 September 1996, 19 June 1997, 5 December 1997, 31 March 1998, 28 July 1998, 23 September 1998, 26 October 1999, 27 October 1999, 1 June 2000, 18 August 2000, 26 July 2001, 8 February 2002, 27 March 2002, 26 April 2002, 31 May 2002, 27 November 2002, 7 August 2003, 17 September 2003, 6 January 2004, 22 November 2004, 6 December 2005, 29 March 2006, 30 June 2006, 20 December 2006, 26 July 2007, 16 September 2008, 2 December 2008, 1 July 2009, 11 May 2011, 1 December 2011, 19 August 2013, 15 October 2015 and 30 July 2024, is referred to in this deed as the "**Trust Deed**".
- B. The Trust Deed incorporates the Rules.
- C. Clause 24 of the Trust Deed presently reads as follows:

"24 VARIATION OF TRUST DEED

Restrictions on variation

- 24.1 Unless the Relevant Law otherwise permits this Trust Deed must not be amended in such a way that:

- (a) an individual would be eligible to be appointed as Trustee unless the Trust Deed provides, and will continue to provide after the amendment is made, that the Fund has, as its sole or primary purpose, the provision of old-age pensions; or
 - (b) the sole or primary purpose of the fund would be a purpose other than the provision of old-age pensions unless the Trust Deed provides, and will continue to provide after the amendment is made, that the Trustee must be a constitutional corporation as defined in the Relevant Law.
- 24.2 An amendment or any other act carried out, or consented to, by the Trustee must not alter a Member's right or claim to accrued benefits, or the amount of those accrued benefits, adversely to the Member unless:
- (a) the alteration is necessary for compliance with the Relevant Law or the Tax Act; or
 - (b) the Member or the Regulator has consented in writing to the alteration; or
 - (c) the alteration is otherwise permitted by the Relevant Law.

Power of variation

- 24.3 The Principal Company may by instrument in writing amend the Trust Deed, so long as the amendment:
- (a) relates to the contributions that an employer-sponsor will, after the amendment, be required or permitted to pay to the Fund; or
 - (b) relates solely to the termination of the Fund; or
 - (c) is made solely for the purpose of conferring on the Trustee the power to consent to amendments which could otherwise be made without its consent; or
 - (d) is otherwise permitted by the Relevant Law.
- 24.4 The Trustee may by instrument in writing amend the Trust Deed, with or without retrospective operation, in such manner as the Trustee in its absolute discretion thinks fit. Any amendment under this Clause which is within the scope of Clause 24.3 requires the consent of the Principal Company.
- 24.5 Any alterations made in accordance with the above is binding upon all Companies as if they had been parties to the document effecting such alterations.

Notice to Members

- 24.6 As soon as practicable after any alteration or addition to or deletion of any of the provisions of the Trust Deed the Trustee must give each Member a written

statement explaining the nature and purpose of the alteration, addition or deletion and the effect (if any) on the Member's entitlements."

- D. The Principal Company and the Trustee wish to amend the Trust Deed in the manner provided in this deed. The Principal Company and the Trustee are satisfied that the amendments made by this deed are permitted by the Relevant Law.

This deed witnesses that:

1. INTERPRETATION

In this amending deed:

- (a) 'Trust Deed' has the meaning given in the Recitals of the deed; and
- (b) a word or expression that is defined in the Trust Deed has the same meaning as that given in the Trust Deed.

2. AMENDMENT OF TRUST DEED

2.1 Power to amend

The Trustee exercises its power under clause 24.4 of the Trust Deed to amend the Trust Deed in the manner set out in this amending deed. The Principal Company consents to the amendment.

2.2 Amendments

The Trust Deed is amended by:

- (a) deleting the heading to clause 5.5 of the General Clauses (which reads 'Delegation to committees');
- (b) deleting clause 5.5 of the General Clauses in its entirety; and
- (c) inserting the following in place of the deleted text:

Delegations

5.5 The Trustee may delegate a power, right, discretion or authority exercisable by the Trustee to:

- (a) one or more committees consisting of such members of its board as it considers appropriate, and any member of such committee may request that an additional independent member of the committee be appointed; or
- (b) any other person, committee or body,

in any manner and upon any terms and conditions the Trustee determines, and the Trustee may amend any such delegation.

2.3 Effective date of amendments

The amendments made to the Trust Deed by this amending deed operate on and from the date of this amending deed.

2.4 No impact on other provisions of Trust Deed

Except as expressly amended by this amending deed, all provisions of the Trust Deed remain in full force and effect.

3. GENERAL

3.1 Governing Law

This amending deed is governed by the laws of the State of Victoria.

3.2 Jurisdiction

The Trustee and Principal Company irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

3.3 Counterparts

This amending deed may be executed in any number of counterparts. Each counterpart is an original, but the counterparts together are one and the same document.

Signing Page

Executed as a deed.

THE COMMON SEAL of ANZ STAFF)
SUPERANNUATION (AUSTRALIA) PTY)
LIMITED in accordance with the company's)
constitution was affixed in the presence of:



Signature of director



Signature of director/secretary

Robert Spanton

Name of director (please print)

Jane Cox

Name of director/secretary (please print)

Executed by AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED and New Zealand
Banking Group Limited by its Attorney, a
Senior Executive for the time being pursuant to
a Power of Attorney dated 18 November 2002
(registered in Victoria Permanent Order Book
No 277 page 19 item 7) who certifies that he has
received no notice of revocation thereof, in the
presence of:



Signature of witness



Signature of Attorney

PAUL RISA

Name of witness

Rochelle Howard

Name of Attorney