



MLC EmployerPay Clearing House Service for MasterKey Business Super (MKBS)

Terms and Conditions

MLC Wealth Limited ABN 97 071 514 264 (**MLC**, we, us or our) agrees to pay for your (the client) use of the MLC EmployerPay Clearing House Service (**the Service**) subject to these Terms and Conditions. Your signing of these Terms and Conditions or the use of the Service will constitute acceptance by you of these Terms and Conditions:

1. You acknowledge that the Service is operated and provided by SuperChoice Services Pty Ltd (**SuperChoice**) ABN 78 109 509 739 as authorised representative of PayClear Services Pty Limited ABN 93 124 852 320 AFSL 314357. SuperChoice is not acting as our agent, or the agent of the Fund, in its provision of the Service to you.
2. You acknowledge that you will determine the appropriateness of the Service for your needs and circumstances, including any terms and conditions SuperChoice may have in providing the Service, and any risks associated with using the Service.
3. You acknowledge that the fees payable by you for using the Service are set out in SuperChoice's Product Disclosure Statement (**PDS**) and such fees may change in accordance with the terms of that PDS.
4. MLC agrees to pay SuperChoice the Transaction Fees (as set out in the PDS) for your use of the Service at a rate negotiated between MLC and SuperChoice (the **Fee Arrangement**).
5. This Fee Arrangement may be reviewed by MLC at any time.
6. Upon review of this Fee Arrangement under clause 5 above, MLC reserves the right to terminate the Fee Arrangement in its entirety, or only in relation to a certain type of contribution, at its discretion subject to prior written notice of 30 days to you.
7. The Fee Arrangement in its entirety is terminated with you when you cease to be a Standard Employer Sponsor of the Fund's trust deed (i.e. no members remain in your MasterKey Business Super Plan).
8. If we terminate this Fee Arrangement in accordance with these Terms and Conditions, you acknowledge that you will be liable to SuperChoice for the fees for using the Service which will be agreed between you and SuperChoice at the time of commencement of any ongoing use of the Service after our termination of this Fee Arrangement.
9. We will use reasonable endeavours to arrange for SuperChoice to make the service available to you via the MLC EmployerPay Portal (subject to you agreeing to the Terms and Conditions). Access to the portal is normally 24 hours, 7 days a week. However, the Service may be interrupted from time to time for maintenance or other reasons. We will not be liable to you for any interruptions to the Service or to the website.
10. All enquires in relation to the Service (including the submission of files and error messages) are to be made by telephone during standard business hours (outlined in the PDS) by email to MLC (at its email address notified to you) in the first instance. If you are not satisfied with the outcome, you may write to us (at the address notified to you) or you may contact SuperChoice in accordance with the complaints procedure in the PDS. We will work with SuperChoice to resolve your complaint as soon as possible.
11. Subject to all applicable laws (including under the *Privacy Act* (Cth)), you consent to SuperChoice providing us with information regarding your use of the Service as set out in the PDS.
12. We have no liability to you in relation to any loss or damage you may suffer in connection with the use of the Service or any act or omission by SuperChoice.
13. If you will be submitting via payroll file upload, you agree to undertake all reasonable endeavours to provide a file that meets the requirements in the SuperChoice Payroll File Specification for MLC,



and any other file mapping specification provided to you by SuperChoice or defined by regulatory bodies.

14. You agree to submit your contributions and monies within the required timeframe (as notified to you) to ensure timely processing.
15. These Terms and Conditions can be modified at any time by agreement between us and you. We will provide you with 30 days' notice of any agreed changes to the Terms and Conditions.