lifestages

Your long term investment journey

KiwiSaver
Poua he Oranga

Lifestages KiwiSaver Scheme Other Material Information

This is a replacement Other Material Information document ("OMI") for the OMI dated 1 September 2020

As at 1 February 2021

Issued by Funds Administration New Zealand Limited ("FANZ")

This document gives you important information about this investment to help you decide whether you want to invest. There is other useful information about this offer on **www.disclose-register.companiesoffice.govt.nz**. Funds Administration New Zealand Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013. You can also seek advice from a financial advice provider to help you to make an investment decision.

Contents

Investments in the Funds do not represent deposits or other liabilities of FANZ or its parent SBS Bank (or any other member of the SBS Bank group), and are subject to investment risk. The investment risk includes possible delays in repayment and loss of income or contributions invested. The principal and returns of the Funds are not guaranteed or secured in any way by FANZ or by its parent SBS Bank (or any other member of the SBS Bank group), the Government, the Supervisor, or any other person.

Introduction

This document contains additional information about the Lifestages KiwiSaver Scheme ("Scheme") to help you make your investment decision.

This document should be read alongside the Product Disclosure Statement for the Lifestages KiwiSaver Scheme ("PDS"). The PDS and this document can be found at **www.lifestages.co.nz** (search for Lifestages KiwiSaver Scheme).

The Statement of Investment Policy and Objectives ("SIPO"), the Scheme's trust deed ("Trust Deed") and other useful information about this offer can also be found at **www.lifestages.co.nz** .

This Other Material Information Document ("OMI") has been prepared to meet the requirements of section 57(1) (b)(ii) of the Financial Markets Conduct Act 2013. All legislation referred to in this OMI can be viewed at **www.legislation.govt.nz.**

1. How does this investment work?

The Scheme is a managed fund and is governed by a trust deed between Funds Administration New Zealand Limited ("FANZ") and Trustees Executors Limited ("Supervisor").

The Scheme currently offers two Funds being the Lifestages High Growth Fund (invests primarily in growth assets like shares, both domestically and globally, and is a higher risk option) and the Lifestages Income Fund (invests primarily in income assets and is a lower risk option).

The Scheme is a pooled investment. By investing, you are pooling your investment with other investors. This means you may have access to a wider range of investment choices and greater buying power than you would usually have if investing alone.

Units in the relevant Fund(s) are issued to reflect your contributions and other amounts received for you (such as the Government contributions, if you qualify). Units are issued at the next unit price following receipt of the relevant amount.

The Scheme is treated as a single fund. This means the assets of the Scheme are available to meet the liabilities of all of the funds.

All comments in this OMI and in the PDS should be read in conjunction with the terms of the Trust Deed. In the event of any inconsistency, the terms of the Trust Deed prevail.

Significant features and benefits

We're with you: You will need to decide which option is right for you, but you don't need to do this alone. We have expert financial advice providers situated throughout New Zealand, as well as a digital team available online, who can help you decide if you are unsure – all at no additional charge.

We also have a mobile "app", retirement calculator, risk profiler, and other tools available online to assist you in reaching your financial goals.

Investment Expertise: Our experienced investment team selects a range of well researched specialist investment management firms and/or securities in New Zealand and around the world. This is mixed with academically researched asset class portfolio construction and an overlay that incorporates social, environmental and governance investment considerations to make sure we invest your money responsibly.

Lifestages Auto: This is not a separate fund. It invests in combinations of the Lifestages High Growth Fund and the Lifestages Income Fund in proportions that vary in accordance with pre-selected age bands. This option automatically adjusts the risk profile of your investment by altering the proportions invested into the funds based on your age as at 31 July each year.

We can change the age ranges and the Fund exposures for the Lifestages Auto option at any time. If you have selected the Lifestages Auto option, we will notify you of any such change and adjust your contributions and accumulated balance(s) accordingly. The Lifestages Auto option tailors the appropriate levels of risk and expected returns for an average person of your age. However, it is based on predetermined exposures, which do not take your personal circumstances into account.

Self-select: You can choose to invest in the Lifestages High Growth Fund and Lifestages Income Fund in proportions that you decide, taking into account your personal financial goals.

Default investment fund: If you do not select a Fund, or a combination of Funds, or the Lifestages Auto option, your contributions will be invested in the Lifestages Income Fund.

Annual rebalancing: We will rebalance your investments annually on or about 15 August to restore your investment mix back to the investment proportions of the Lifestages Auto age investment profile or self-select proportions you have nominated (unless we notify you otherwise).

Regular withdrawals: You can tailor your level of withdrawals to provide you with regular income if you have met the retirement eligibility conditions. Alternatively, you are able to take a lump sum.

Personal plans: The Scheme also has the ability to offer personal plans, but currently these are not offered.

Joining the Scheme

You can join the Scheme online if you are over 18 at **www.lifestages.co.nz**; or by completing an application form. You are eligible to join if you are already a member of another KiwiSaver scheme or someone who is:

> A New Zealand citizen or, entitled to live in New Zealand indefinitely; and

> Normally living in New Zealand or, where eligible, a State Services employee serving overseas.

Employer chosen scheme: If your employer has chosen the Scheme as their preferred KiwiSaver scheme, and you are not already a member of KiwiSaver, you will be automatically enrolled in the Scheme when you first start employment. If you have been automatically enrolled, you can choose to opt out between 14 to 56 days from the date you started your new job. You will need to apply to Inland Revenue to do so.

Making investments

The contribution types are summarised below.

Employee contributions: If you are an employee earning salary or wages, you will need to make regular contributions (unless you are on a savings suspension or you have reached "qualifying age").

You can choose to contribute an amount equal to 3, 4, 6, 8 or 10% of your gross (before tax) salary or wages, plus any other remuneration such as bonuses and overtime. If you do not choose a contribution rate, your rate will be 3%. You can change your contribution rate between these percentages, or even take a savings suspension, from time to time.

Your employer will normally deduct your contributions automatically from your salary or wages and pay them directly to Inland Revenue who will pass them on to the Scheme (with interest, if any).

Voluntary contributions: All members (including if you are self-employed or not earning) can also make voluntary contributions. You can make voluntary lump sum payments direct to your Scheme account or via Inland Revenue. There is a minimum contribution level of $50 for an initial lump sum contribution, but no minimum contribution for regular and ad hoc contributions.

Regular contributions: You can set up a regular payment at any time in the Scheme via Online Banking or by completing the application form and the direct debit authority.

Transferred contributions: You may also be able to transfer savings from an existing New Zealand or overseas superannuation scheme. To transfer from an Australian complying superannuation fund, you will have permanently immigrated to New Zealand.

Employer contributions: Your employer is generally required by law to make regular contributions to your KiwiSaver account unless:

> You are under 18;
> You have reached the age of 65*;
> You are on a savings suspension or are not contributing;
> You have made a life-shortening congenital conditions withdrawal; or
> They are already making contributions for your benefit to another retirement scheme, which meet their employer contribution obligations.

Your employer's contributions must equal a minimum of 3% of your gross (before tax) salary or wages. They will have employer superannuation contribution tax deducted from them. Your employer can also make additional voluntary contributions through Inland Revenue to your KiwiSaver account.

* If you joined KiwiSaver (or a complying fund) before 1 July 2019, a 5 year minimum membership requirement applies if you were aged 60 or over when you joined. During the 5 year minimum membership period you are entitled to compulsory employer contributions if you are contributing from your wages or salary. Once you've reached the age of 65 you can opt out of this requirement, however if you do so you will forgo your entitlement to compulsory employer contributions.

Government contribution: Under current law (while you contribute and are eligible), the Government will make an annual contribution to your account (formerly known as a member tax credit). This is currently 50c for every dollar you contribute, up to a maximum Government contribution of $521.43 a year (matching member contributions of $1,042.86 a year).

Government contributions are calculated annually based on the total employee and voluntary contributions you have made during the last year (1 July to 30 June) and the number of days occurring that year that you were eligible to receive a Government contribution.

You will be eligible if:

> You are at least 18 years old and have yet to reach 65**; and
> You mainly live in New Zealand.

** If you joined KiwiSaver (or a complying fund) before 1 July 2019, a 5 year minimum membership requirement applies if you were aged 60 or over when you joined. During the 5 year minimum membership period you are entitled to receive the Government contribution. Once you've reached the age of 65 you can opt out of this requirement, however if you do so you will forgo your entitlement to the Government contribution. Your entitlement will be prorated from 1 July in the year that you opt out until the date you opt out.

Savings suspension: You can suspend your employee contributions at any time, after you have been a member for one year, for periods of up to one year. If you have been a member for less than one year, you may apply to Inland Revenue for an early savings suspension on the grounds of financial hardship. If you do so, your employer will not be required to contribute during the period.

Withdrawing your investments

If you are entitled to withdraw from the Scheme under the relevant provisions of the KiwiSaver Act and wish to withdraw, you may do so by providing us with a withdrawal request. A withdrawal request needs to be in writing, on the relevant form (all forms can be found on our website, **www.lifestages.co.nz**), signed by you or your duly authorised agent, or in such other manner that is acceptable to us, together with the required supporting documents where requested. A withdrawal request must specify the dollar amount to be withdrawn, for any withdrawal request other than a full or maximum withdrawal. Any partial withdrawal will be deducted proportionately from each Fund the member is invested in according to their investment profile. Unless we agree otherwise a withdrawal request is irrevocable once given, except where withdrawals are suspended.

A withdrawal from the Scheme is subject to the deduction of any duty or tax payable, the payment of any applicable fees (including any exit fees), charges, penalties and other amounts which comply with all applicable legislation. Where a withdrawal request is given for a dollar sum, these will be deducted by grossing up the number of units to be cancelled, unless that would contravene the required minimum Scheme balance. In this instance you will be notified before payment is made. Currently we do not charge an exit fee.

If you have you ever been adjudicated bankrupt or admitted to a No Asset Procedure, withdrawing your investments may make your investments and withdrawn funds accessible to an Official Assignee under the New Zealand Insolvency Act 2006.

A withdrawal request must comply with any minimum requirements set by us from time to time (unless it is for a full withdrawal) and you must continue to maintain any required minimum Scheme balance. A partial withdrawal must be for at least $100 and must not reduce your remaining balance in the Scheme below $500 or, if the partial withdrawal is made for the purpose of a first home purchase, below $1,000.

In addition, if you reach the "Qualifying Age", you may set up a withdrawal to be paid to you on a regular basis. Regular withdrawals can be made on a weekly, fortnightly or monthly basis and must be for a minimum amount of $100 per withdrawal.

All withdrawal requests must provide such evidence as we or the Supervisor (as applicable) require establishing entitlement to withdraw. In some circumstances the Act requires specific information to be provided as part of a withdrawal request.

The KiwiSaver Act permits withdrawals (subject to various terms and conditions) if you:

> Reach the Qualifying Age;
> Purchase a first home;
> Suffer a serious illness;
> Suffer from a life-shortening congenital illness;
> Suffer significant financial hardship;
> Permanently emigrate;
> Die;
> Have New Zealand tax or student loan liabilities arising on a transfer from an overseas pension scheme; or
> Are instructed to by a court order.

Qualifying age: This is usually the age at which you qualify for New Zealand Superannuation, currently 65. However, if you joined a KiwiSaver scheme prior to to 1 July 2019, you will also be subject to a "five year lock in period", unless you choose to opt out (although if you do that and have turned 65 you won't be eligible to receive any Government contributions and your employer can stop its contributions).
Except:

> If you joined KiwiSaver on or after 1 July 2019, the five year lock-in period does not apply; and
> If you are subject to the five year lock-in period you are able to opt out of that minimum membership requirement. If you opt out, you won't be eligible to receive any Government contributions and your employer can stop their contributions from the date you opt out.

First home (or previous home owner) purchase: You can apply to make a first home withdrawal if you meet all of the following requirements:

> You have been a KiwiSaver member for three years or more;
> You have never made a withdrawal from a KiwiSaver scheme for purchasing a home before;
> The property is intended to be your main home (or you are buying land with the intent to build on it or relocate a home on it) and live in it for at least 6 months; and
> You have never held an estate in land (or if you have owned a house or land before but Kainga Ora – Homes and Communities determines that you are in a similar financial position to a first home buyer).

You may also be entitled to a First Home Grant through Kainga Ora – Homes and Communities. Further details regarding withdrawal eligibility and grants can be found at **www.kaingaora.govt.nz/home-ownership**

Please note that:

> You can only make a withdrawal once and it can't be after the settlement date;
> If you make a withdrawal towards the deposit on your first home, ensure you are drawing sufficient funds to meet your settlement obligations. You cannot make another withdrawal again at settlement;
> Your completed application form and all supporting documentation must be received at least 15 business days before either your deposit payment is due or settlement date. We cannot pay out after settlement.

If you require assistance completing this form then please contact us on 0800 727 2265 or email us at **contact@lifestages.co.nz.**

Serious illness: You can apply to the Supervisor to withdraw some or all of your investment if you have an illness, injury or disability that means:

> You are totally and permanently unable to engage in work that you're suited for because of your experience, education, or training (or any combination of those things); or

> Poses a serious and imminent risk of death.

The Supervisor must be reasonably satisfied you are suffering from serious illness.

The Supervisor can require any medical matter asserted in support of the application for withdrawal to be verified by medical evidence. The Supervisor can also require any other documents, or information produced in support of the application to be verified by oath, statutory declaration, or otherwise.

Significant financial hardship: If you have been a member for less than 2 months, you will need to apply directly to Inland Revenue. Examples of significant financial hardship are where you cannot:

> Meet your minimum living expenses; or

> Meet mortgage payments on your home where a lender seeks to enforce its mortgage; or

> Afford to pay medical bills for yourself or a dependent; or

> Afford to modify a home for you or a dependent due to disability; or

> Afford to pay for palliative care for yourself or a dependent; or

> Cover funeral costs of a dependent.

You can apply to make a Significant Financial Hardship Withdrawal if you meet any of the following requirements:

You cannot pay for—

> Minimum living expenses; or

> The mortgage repayments on your principal family residence resulting in the mortgagee seeking to enforce the mortgage on the residence; or

> The cost of modifying your residence to meet special needs arising from your or a dependants disability; or

> The cost of medical treatment for an illness or injury to you or a dependant; or

> The cost of palliative care for yourself or your dependant; or

> The cost of a funeral for a dependant.

The Supervisor must determine that you are suffering or are likely to suffer significant financial hardship.

The Supervisor must be satisfied that reasonable alternative sources of funding have been explored and exhausted. The Supervisor can also direct that the amount withdrawn be limited to a specified amount that, in the Supervisor's opinion, is required to alleviate the particular hardship. The application must be in a form required by the Supervisor and must include a completed statutory declaration in respect of your assets and liabilities. The Supervisor may require other documents in support of an application.

If you have been a member for less than 3 months, you will need to apply directly to Inland Revenue.

Life-shortening congenital condition: You may may be able to withdraw your investments from the scheme if you have a life-shortening congenital condition.

Please note that: if you make a withdrawal under the life-shortening congenital condition category, you will be treated as if you have reached the New Zealand superannuation qualification age.

This means that after withdrawal of funds, you will no longer be eligible to receive:

> Crown contributions; or

> Compulsory employer contributions in relation to your future contributions, if any.

This withdrawal may also impact any social assistance that you are currently receiving, if any.

Your withdrawal application must include:

> A completed statutory declaration to the effect that you have a life-shortening congenital condition; and
> This must be certified by a registered medical practitioner with the Medical Council of New Zealand that has recently given you a full medical examination.

This, and any other documents, or information produced in such an application to be formally verified by oath, declaration, or otherwise.

Permanent move from Australia: If you transfer any amounts from an Australian complying superannuation fund to the Scheme, then:

> If you're retired (as defined in Australian rules) you can withdraw the transferred amount when you reach 60; and
> These amounts do not count towards any annual Government contribution entitlement; and
> You cannot use these amounts to purchase a first home or use it towards eligibility for the KiwiSaver HomeStart grant; and
> You cannot transfer these amounts to a third country.

Permanent move to any country other than Australia: If you move somewhere other than Australia permanently, you can apply to withdraw your investment (less the Government contributions and any amounts transferred from an Australian complying superannuation fund):

> Immediately, if you're transferring your investment to an authorised superannuation scheme overseas (as at the date of this OMI, there are no foreign superannuation or pension schemes that have been authorised by the KiwiSaver regulations); or
> One year after you leave New Zealand, in any other case.

Your withdrawal application must include:

> A completed statutory declaration to the effect that you have permanently emigrated from New Zealand; and
> Proof to our satisfaction of your departure from New Zealand (for example, evidence of confirmed travel arrangements, passport evidence, and evidence of any necessary visas) that you have resided at an overseas address at some time during the year following your departure from New Zealand.

We may require these, and any other documents, or information produced in such an application to be formally verified by oath, declaration, or otherwise.

Permanent move to Australia: If you move to Australia permanently, you may be able to transfer the full value of your investment in the Scheme (net of taxes and fees) to an Australian complying superannuation fund.

Your transfer application must include:

> A completed statutory declaration to the effect that you have permanently emigrated to Australia; and
> Evidence of your move to Australia, including confirmed travel arrangements, passport evidence, evidence of any necessary visas, and proof you have resided at an Australian address following your departure from New Zealand.

We may require these, and any other documents, or information produced in such an application to be formally verified by oath, declaration, or otherwise.

You might not be able to make a transfer if your investment is more than the maximum transfer amount under Australian rules. As at the date of this we recommend discussing this with your Australian superannuation fund provider first.

You'll only be able to withdraw your transferred KiwiSaver investment when you reach the Qualifying Age. Any returns on your KiwiSaver investment as well as contributions made while in Australia will be subject to Australian rules.

Australian taxes may apply to transfers to Australian funds. We recommend you talk with a tax adviser.

Death: Upon completion of the "Deceased Estate Withdrawal Application" by your Executor or Administrator, your balance will be paid to your estate.

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Withdrawal to meet tax and student loan liabilities on foreign superannuation transfers: If you transfer your investment in a foreign superannuation scheme to the Scheme and are liable to pay New Zealand tax in connection with the transfer, or have New Zealand student loan repayment obligations arising from the transfer, you may make a withdrawal from the Scheme to pay those liabilities (but not for penalties or interest).

The amount withdrawn may not exceed:

> In the case of a withdrawal to meet tax liabilities, the lesser of the tax liability arising from the transfer and your liability for terminal tax in the tax year the transfer is assessed as income; or

> In the case of a withdrawal to meet student loan repayment obligations, the amount of your student loan repayment obligations.

In addition, the total amount withdrawn may not exceed the value of your interest in the Scheme less any $1,000 kick-start contribution from the Government and any Government contributions received.

The application must be made within two years of the liability for tax or student loan repayments arising from the transfer being assessed. The application must be in the form required by us. It must be accompanied by a completed statutory declaration in respect of the transfer and resulting tax liability, and any other documents or information that we require.

Any withdrawal made will be paid to Inland Revenue, and not to you, if this is possible. Otherwise, it will be paid to you.

Withdrawal to meet the above liabilities is optional and you should consider the impact of such a withdrawal on your foreign superannuation scheme entitlements or under the law of the relevant foreign country.

Withdrawal by court order: We must comply with the provisions of any enactment that requires the release of funds from the Scheme. Such a requirement includes a court order made under any enactment, including a property sharing order made under the Property (Relationships) Act 1976.

Effective date of withdrawal: A withdrawal request will take effect and we will cancel units at the unit price at the relevant time, which is effective the date we receive the approved withdrawal request. Currently we operate on a daily valuation period, where daily means each business day (as defined in the trust deed). Your accumulated balance(s) will be rebalanced back to your chosen investment allocation (unless we notify the member otherwise) on the next annual rebalancing, regardless of any partial withdrawal made from the Scheme.

Annual Government contributions: The Government contributions made to your account cannot be withdrawn until you provide a statutory declaration confirming whether your principal place of residence was New Zealand for the duration of your KiwiSaver membership. If you lived or worked overseas and received KiwiSaver Government contributions, we must refund that portion back to Inland Revenue. At the same time, the Inland Revenue may pay some Government contributions since the last payment. This process may take up to 15 working days.

QROPS status: The Scheme has previously held QROPS status under UK legislation. This meant that the Scheme could accept transfers of amounts with UK tax-relieved status from other savings schemes (including another KiwiSaver scheme) or directly from UK registered pension schemes without the transfer being subject to UK tax charges imposed by HMRC on the transfer value.

Following a UK legislative change which took effect on 6 April 2015, KiwiSaver schemes no longer meet the conditions for QROPS status. This means the Scheme has lost its QROPS status and as at the Registration Date, the Scheme is not accepting any UK pension transfers.

There may be UK tax implications if your investment in the Scheme includes amounts transferred from a UK pension scheme and you transfer to another KiwiSaver scheme or make an early withdrawal. The tax laws relating to UK pension transfers are complex. We recommend you consult a professional tax adviser before making a decision to transfer your investment to another KiwiSaver scheme or to make a withdrawal from the Scheme. None of us, the Supervisor, or any of our related parties is responsible for any tax consequences arising.

It is possible the Scheme may regain QROPS status in the future. You can check whether the Scheme has QROPS status at any time by calling us on 0800 727 2265.

Switching funds: You can change the Fund or Funds you are invested in at any time, subject to any terms we may have. You must select an investment profile that includes the Lifestages High Growth and/or Income Funds or alternatively the Lifestages Auto option. We will then switch your existing KiwiSaver account balance and future contributions to reflect these fund allocations on the effective date of accepting your approved request.

You can do this at your SBS Bank branch or by using the relevant form on our website.

If you are currently in the Lifestages Auto option and select a Fund, you will be moved from the Lifestages Auto option immediately. A notice is irrevocable once given.

A switching notice takes effect as a withdrawal of units from the existing Fund and an application for units in the requested Fund(s). Switching amounts may be adjusted, where necessary, for the purpose of any attributed tax or attributed tax credits.

We require members to provide us with evidence of their identity before giving effect to any withdrawal or switch.

Transfer to another KiwiSaver scheme: You can only be a member of one KiwiSaver scheme at a time but can transfer between KiwiSaver schemes at any time. In addition, members who permanently emigrate to Australia can transfer the full value of their interest in the Scheme (net of taxes and fees) to an Australian complying superannuation fund.

If you join another registered KiwiSaver scheme, or the applicable legislation require it, we will transfer to that other scheme an amount equal to the aggregate unit price of all your units at the relevant time, less any duty or tax payable and any applicable fees, charges, penalties or other amounts which comply with the applicable legislation . Transfers will be made in the manner provided for by the applicable legislation or otherwise on such terms and conditions as we determine from time to time.

We currently do not charge a transfer fee, but we could do so in the future.

Subject to all applicable legislation, we may, following consultation with the Supervisor, but without the consent of the relevant members, transfer an amount equal to the aggregate unit price of affected members' units at the relevant time, to another registered KiwiSaver scheme on such terms and conditions as we determine.

Where you are entitled to a benefit or transfer from another superannuation scheme or registered KiwiSaver scheme we will, on such terms and conditions as we (to the extent permitted by all applicable legislation) determine from time to time, accept a transfer from the other scheme of an amount notified to us or the Supervisor by the supervisor(s) or manager (as the case may be) of that scheme. Any amount received will be treated as if it was a contribution to the Scheme by or for the member.

Suspension of withdrawals: If as a result of a decision to terminate the Scheme, or because of:

> Financial, political, or economic conditions in any financial market;

> The nature of any investment; or

> The occurrence or existence of any other circumstance or event relating to the Scheme, we reasonably form the opinion that it is not practicable, or would be materially prejudicial to the interests of members generally, to realise investments or borrow in order to pay a withdrawal;

then we may, subject to all applicable legislation and us giving prior written notice to the Supervisor, suspend withdrawals. In each case a suspension may last up to six months.

Account closure: If your account has a balance of less than $500 at any time, and you meet the withdrawal eligibility conditions, we can close the account and then you will cease to be a member of the Scheme. If this is the case, we will give you notice that your membership of the Scheme has ended.

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2. The Funds

The Lifestages KiwiSaver Scheme PDS offers a suite of two funds;

Lifestages High Growth Fund; and

Lifestages Income Fund ("Funds").

Each Fund has its own investment objectives and policies, details of which are in the SIPO.

Each Fund also has a quarterly fund update, which details the relevant Fund's performance, fees, top ten holdings, and key personnel. Additionally, a full listing of the Funds holdings is published 6 monthly.

Both these documents can be found at **www.disclose-register.companiesoffice.govt.nz** (search for Lifestages KiwiSaver Scheme) and at **www.lifestages.co.nz**.

None of the Funds make distributions of income. Returns to members are by way of changes in the value of their units.

Lifestages Auto: The Scheme also offers an age automatic option as an investment choice. The Lifestages Auto option is not a separate investment portfolio. If you choose to invest through the Lifestages Auto option, your contributions and accumulated balance(s) will be allocated to the Lifestages High Growth Fund ("High Growth") and the Lifestages Income Fund ("Income") in accordance with the table below.

	Age Band	High Growth	Income
1	0–34	100%	0%
2	35–44	80%	20%
3	45–54	60%	40%
4	55–64	40%	60%
5	65+	25%	75%

The Lifestages Auto option automatically adjusts the allocation of your future contributions in accordance with the table above on 31 July each year, based on your age at that time. For example, if you were aged 34 or less when you select Lifestages Auto, 20% of your future contributions to the Scheme will be directed to the Lifestages Income Fund from 31 July following the date you turn 35, or on your 35th birthday if you were born on 31 July. Your account will also be 'flagged' to automatically rebalance your accumulated balance(s) to the above allocations in the annual rebalance event.

We can change the age ranges and the Fund exposures for the Lifestages Auto option at any time and, if you have selected the Lifestages Auto option, will notify you of any such change and adjust your contributions and accumulated balance(s) accordingly.

The Lifestages Auto option does not take your personal circumstances into account. You will need to decide whether the Lifestages Auto option is right for you and seek financial advice if you are unsure.

Rebalancing your account: The investment performance of the Lifestages High Growth Fund and the Lifestages Income Fund is likely to differ. As a result, if you choose an investment profile that includes either or both of these Funds or if you choose to invest through the Lifestages Auto option, we will rebalance your accumulated balances on an annual basis (unless we notify you otherwise) to ensure that your selected investment strategy is maintained. We conduct an annual rebalancing on or about 15 August each year.

3. What are the risks of investing?

You do not incur any liabilities (including contingent liabilities) in relation to the Scheme other than the contributions payable to the Scheme and a potential obligation to refund any "shortfall" where a refund is to be made to Inland Revenue.

All investments involve some degree of risk that can affect your ability to recover the full amount of your investment or impact on the level of return.

The risks described in the Lifestages KiwiSaver Scheme PDS are broken into:

> General investment risks that may cause a Fund's risk indicator to move up and down; and

> Other specific risks that we are aware of in relation to the Funds offered in the PDS that may arise which increase the risk to investors' returns, other than circumstances that are already reflected in the risk indicator.

This document provides more information on investment return risk not contained in the PDS, and outlines some of the other general investment risks that may apply.

Investment return risk: Investment return risk is the risk that returns from the Funds' investments will be negative or lower than expected, affecting the value of your investment in the Funds.

Investments are often divided into five major investment classes – cash, fixed interest, property, shares, and alternative assets – which generally have differing levels of risk.

Determining how much risk to take should be related to the length of time the investment is for. Generally, if investing for a longer period of time, a fund should hold more growth assets such as shares. Returns are expected to be higher and there is a longer time period in which to balance out any negative returns received against positive returns. Lower risk investments such as fixed interest investments are usually more suitable for someone with a shorter time horizon, as greater stability in returns is required with less risk of loss of capital.

Each investment class has different characteristics and specific investment risks that relate to the particular class. For example:

> Cash is suited to short term requirements, but inflation erodes its value. In addition, where cash assets are placed on bank deposit there is a small risk of the bank defaulting, meaning that some or all of the cash may be lost. This is a particular risk for the Lifestages Income Fund because its cash investments are primarily made with SBS Bank.

> The value of fixed interest investments is affected by changes in interest rates and there is the risk of the issuer not making the required interest payments and/or not repaying the investment.

> Shares offer the possibility of greater returns and tend to be more accessible and liquid than other securities. However, the risk factor with shares is relatively high, as the value is very much dependent on the performance of the company that issued them, as well as market opinion. There are also extra costs due to brokerage services. Within the broader asset class, infrastructure shares tend to have less capacity for long-term growth, but in return can have a higher dividend yield and be less volatile.

> The performance of listed property investments tends to reflect the performance of the wider property market over the long-term. Over shorter investing durations listed property investments are not as susceptible to a lack of liquidity as direct property investments, but they can experience some volatility. There are also management and other costs associated with listed property investments.

Other general risks that may also affect some or all of your investment are:

Market Risk: Investments generally are affected by movements in market demand and supply, economic conditions, market sentiment, political events, natural disasters, pandemics, and consumer demand.

Interest rate risk: Interest rate risk is the risk that the Funds' investment return will fluctuate as a result of changes in interest rates. The Funds' exposure to interest rate risk primarily arises from investments in interest-bearing instruments such as cash and bonds.

Liquidity risk: Liquidity risk is the risk that the Funds will experience difficulty in realising assets, having to liquidate assets at a time of duress which means a sub-optimal price is realised, or otherwise experiencing difficulty raising sufficient funds to satisfy financial obligations. Low liquidity means it may not be possible to sell assets at the desired time at fair value. This will impact the Funds' ability to make payments as required, such as paying benefits.

Counterparty risk: Counterparty risk is the risk that a party to a financial contract (including an investment contract) defaults or is otherwise unable to fulfil their obligations. If this occurs, the full amount of the investment may not be recovered. The underlying fund managers analyse counterparty creditworthiness by undergoing a due diligence process when selecting counterparties to transact with.

Operational risk: The risk of a technological, process or other failure affecting the Scheme's operations or the financial markets in general. Any risk of technological failure could impact your returns or ability to withdraw from the Scheme's Funds.

Regulatory risk: The risk that the Scheme is affected by future changes to tax, managed investment scheme or other legislation. These changes could affect the Scheme's investments by impacting on the operation of the Scheme, returns and benefits available.

Risk of losing PIE tax status: There is a risk that the Scheme fails to satisfy PIE eligibility criteria, and that failure is not remedied within the period permitted under the Income Tax Act 2007, then the Scheme may lose PIE status and revert to a widely held managed fund taxed at a flat rate of 28%, rather than at your own prescribed investor rate.

Risk of restrictions of withdrawals, transfers or switches: There is a risk that we may give notice to defer withdrawals, or switches between Funds if we determine that it is not practicable or would be materially prejudicial to the interest of investors generally for us to give effect to withdrawals in respect of the relevant Fund or Funds.

Insolvency risk: The risk that the Scheme becomes insolvent and is placed into receivership, liquidation or statutory management, making it unable to meet its financial obligations. If the Scheme becomes insolvent, then you may not recover the full amount of your investment in the Scheme. However, you won't incur any liability to any person, other than for expenses, fees or taxes payable before the insolvency.

Borrowing risk: The risk that where borrowing has occurred in relation to the Scheme, the lender would have the right to demand payment from the Scheme at short notice. The level of borrowings by the Scheme is subject to certain conditions in the Trust Deed.

Risks relating to the collection and payment of contributions by employers: In most cases employers are responsible for deducting contributions from members' pay and passing them together with any employer contributions to Inland Revenue who will pass them to us in accordance with the Act.

There is a risk that this process may fail or there may be a delay, which could adversely affect some or all of the members employed by that employer.

Other risks that relate to the Funds are:

Bank counterparty risk: Each Fund's cash liquidity exposure is obtained primarily through investments in unsecured deposits (including redeemable shares) issued by ANZ Bank New Zealand Limited ("ANZ"). New Zealand fixed interest exposure, where applicable, may also be obtained in part by investments with banks. Any event or circumstance affecting ANZ's ability to pay interest on, or repay the principal amount of, those investments could mean that ANZ is unable to make interest payments or is unable to repay those investments when they mature (or at all).

Underlying investment manager selection risk: Even though professional underlying investment managers make the investment decisions for the Scheme; the outcomes cannot be predicted with certainty and results will vary accordingly. There is a risk that an underlying investment manager selected by FANZ underperforms, resulting in lower returns than the relevant market or objective.

Service provider risk: The risk that if any of the parties involved in the operation of the Scheme (including the Supervisor and underlying administration or fund managers) fail to perform their obligations, it could adversely affect investors of the Funds.

SBS Bank counterparty risk: The Lifestages Income Fund has significant exposure to SBS Bank through its investments in unsecured deposits issued by SBS Bank.

Investments are made on an arms-length basis and on normal commercial terms. Any event or circumstance affecting SBS Bank's ability to pay interest on, or repay the principal amount of, those investments could mean that SBS Bank is unable to make interest payments, or is unable to repay those investments when they mature (or at all). This could materially affect the assets and investment performance of the fund. The current credit rating for SBS Bank can be found in the latest fund update.

There may also be risks that we are not aware of at the date of this OMI and the PDS that may affect your investment in the Scheme at a future point in time.

Asset allocation risk: Over a longer time-frame, the selection of an incorrect risk profile or a change in risk profile in response to current market events by a member can have significant impacts on potential retirement income. We have a variety of tools and financial advice providers available to members to minimise this risk for no additional charge.

4. What are the fees?

Annual fund charges

The total estimated annual fund charges for each Fund are described in the Lifestages KiwiSaver Scheme PDS, and are made up of:

> An annual management fee; and
> Various administration charges.

These are described further below.

Management fee

We charge an annual management fee to each Fund as set out in the Scheme's PDS. Under the KiwiSaver Act, any fee we charge must be reasonable.

This fee is calculated as a percentage of the relevant Fund's net asset value and deducted within the Fund's unit pricing valuation.

We can change the amount of the management fee that we charge. The maximum management fee we can charge is 2% per year of the gross asset value of the Fund (unless the Supervisor agrees to a higher amount). Where fees are increased we will give affected members 30 days' prior notice.

Administration charges

These charges cover the general management of the Funds e.g. supervisor, legal, custodian and audit fees. Under the KiwiSaver Act, any fee charged by a person (including the Supervisor and administration manager) for services in relation to the Scheme must be reasonable. In addition, under the Trust Deed, the Supervisor's fee must be no more than would normally be charged by a statutory trustee corporation for carrying out the services required by the Trust Deed.

They also cover an estimate of the fund charges of the underlying funds as these are not managed by a related party of us, so we are unable to definitively quantify those charges in advance. We do not expect any difference between our estimate and the actual charges to be material. Actual charges over the most recent completed financial year are available in the latest fund update for each Fund.

Our estimates are made on the basis of reasonable assumptions about the ongoing level of fees and costs expected to be charged (taking into account the actual fees and costs as a percentage of average net asset value that were charged for the most recent completed financial year as at the date of the Scheme's PDS).

There is no maximum amount for these fees, costs and expenses.

These fees (excluding underlying fund fees) and any expenses are charged to us, rather than the Funds. The Supervisor is entitled to the reimbursement of expenses incurred in performing services in respect of each Fund, and any similar tax or duty payable in respect of its fees. We are entitled to recover the amount of the fee (and any applicable GST or similar tax or duty payable in respect of such fee) as well as any expenses from the Funds as an expense.

Other charges

This is a monthly member fee of $2 ($24 per annum), which may be deducted from your account the following month by redeeming some of your units (or when you have a sufficient balance).

Performance fees

We do not currently charge performance fees for any of the Funds.

Individual action fees

We do not currently charge contribution, establishment, termination, withdrawal fees or buy/sell costs, but we could charge these or other fees in the future, subject to giving affected members at least 30 days' prior notice.

We are entitled to charge a maximum exit fee on all Funds of 5% of the amount withdrawn.

Trading costs

An underlying fund may incur trading costs. Trading costs are the costs of buying and selling investments of a fund. Trading costs are incurred in the underlying funds, which will indirectly affect the value of your investment.

Estimate of total annual fund charges

We are required to show the total annual fund charges in the PDS as a percentage of the net asset value of a Fund.

The total annual fund charges are shown as an estimate based on actual fund charges at the end of the most recent completed financial year ending 31 March as at the date of the Scheme's PDS. However, the actual fund charges are based on the net asset value of the relevant Fund each valuation period. As a result, the amount each Fund pays may differ from the estimates shown.

We can change these fees or introduce new fees in the future, subject to the maximum fees set out in the Trust Deed and establishment deeds. We do not need to notify you of fee changes, although all fees charged are required to be reasonable.

5. What taxes will you pay?

Taxation

Your returns are affected by tax. This section is based on our current understanding of New Zealand tax law as it affects you and the Scheme.

Tax law, its interpretation and the rates that apply may change. The application of tax law depends on your circumstances. We and the Supervisor do not take responsibility for your tax liabilities. If you have questions about how tax affects your individual circumstances we recommend you talk to an independent tax advisor.

KiwiSaver is currently GST exempt. The way GST applies to the Scheme could change.

Tax on employer contributions

Employer contributions are subject to employer superannuation contribution tax ("ESCT") at the following rates:

If your income[1] in the previous income year was ...	ESCT
less than $16,800	10.5%
between $16,801 and $57,600	17.5%
between $57,601 and $84,000	30%
between $84,001 and $216,000	33%
$216,001 and over[2]	39%

1 Your "income" is your gross salary and wages plus employer superannuation contributions, before deduction of employer superannuation contribution tax, in the previous year (or an estimated amount, if you have worked for less than a year).

2 Effective from 1 April 2021

Taxable income is taxed at the prescribed investor rate ("PIR") you provide

The Scheme is a portfolio investment entity ("PIE"). This means that taxable income of the Scheme is attributed to you (based on your interest in the Scheme) and taxed at the PIR that you tell us.

We calculate the taxable income (or loss) as well as any tax credits or other amounts attributable to you every day. We then pay tax (if any) on the taxable income that is attributed to you at the PIR you tell us. If you do not tell us your IRD number and PIR the highest PIR will apply.

To determine your PIR, go to **https://www.ird.govt.nz/roles/portfolio-investment-entities/find-my-prescribed-investor-rate**

Your PIR and IRD number

It's important to tell us your correct PIR and IRD number when you join the Scheme. It's also important to let us know if your PIR changes.

If the PIR you tell us is too low, you will be required to pay any tax shortfall as part of the income tax year-end process.

If the PIR you give us is too high (or if you don't tell us any PIR), any tax over-withheld will be used to reduce any income tax liability you may have for the tax year and any remaining amount will be refunded to you.

Inland Revenue may require us to apply a different PIR if they decide you have given us an incorrect PIR. In this case, we have to apply the PIR that Inland Revenue considers appropriate. You can subsequently provide us with a different PIR if you believe the PIR Inland Revenue provided is incorrect.

Other information about PIRs and taxable income attributed to you

If you have become a New Zealand resident, your PIR should generally be based on your worldwide income and not solely on your New Zealand income.

If you change your PIR, we don't reassess the tax already deducted from your investment. The new PIR will apply to the taxable income (or loss) of the Fund that is attributed to you that has not already been taxed in the current tax year.

The taxable income of the Fund that is attributed to you currently impacts your eligibility for family assistance and student allowances. It is also included when determining your income for the purposes of calculating student loan repayment obligations and child support payment obligations.

Your share of any tax credits for PIE tax losses or other excess tax credits the Scheme receives will usually be allocated to you by the issue of additional units.

Call 0800 SBS Bank (0800 727 2265) during normal business hours for more information on PIRs and calculating your PIR. You can also visit **www.ird.govt.nz/roles/portfolio-investment-entities/find-my-prescribed-investor-rate**.

How we pay tax on your behalf

We reduce your investment to pay tax on your behalf. We do this:

> Shortly after 31 March at the end of the tax year; and
> When you withdraw, transfer or switch part or all of your investment; and
> When your account is rebalanced; and
> At any other time when the value of your investment is too low to cover your accrued tax liability.

If we receive a tax refund on your behalf, your investment will increase by the value of the tax refund.

How the Scheme assets are taxed

The Scheme invests in a combination of managed New Zealand PIE funds, overseas managed funds, and directly held New Zealand resident companies and companies resident in Australia that are listed on the Australian Securities Exchange.

The underlying PIE funds will attribute PIE income to the funds, so income and gains or losses will be taxed in the same way as if the underlying investments had been held by the funds directly.

Gains or losses made by a Fund on most holdings of New Zealand resident companies and Australian resident listed companies with franking accounts that are included on an Australian Stock Exchange approved index are not taxable or deductible, although distributions from these holdings are taxable. This may change in the future.

For the overseas managed funds that we invest in, the fair dividend rate method applies. Under the fair dividend rate method, the underlying funds are treated as deriving taxable income equal to 5% of the average daily market value of those investments. Dividends or profits from the sale of these investments are not taxable and losses from sale are not deductible. Foreign tax credits may be available to offset any tax payable (subject to certain limits).

Foreign shares and funds held by the Scheme are generally taxed under the comparative value method (that is, on the basis of the annual change in market value plus distributions and any disposal gains) if they:

> Offer guaranteed or fixed rate returns;
> Are non-participating redeemable shares;
> Are 80% or more invested in financial arrangements or fixed rate shares that are denominated in or hedged to New Zealand dollars;
> Are otherwise determined by Inland Revenue to be debt in economic terms.

Debt securities and other financial arrangements held by the Scheme directly are taxed under the financial arrangement rules using the IFRS taxpayer method, which reflects financial reporting.

Income and gains or losses from other investments held by an underlying fund will be taxable.

Withdrawals from the Funds are not taxed as they are excluded income.

PIE tax advantages

Investing in a PIE can provide tax advantages relative to direct investment. Capital gains made on most investments in New Zealand shares, and most Australian listed shares, are currently not taxable irrespective of the level of trading undertaken. In addition, because the prescribed investor rates at which tax is paid on PIE income are capped at 28%, and no other tax is generally payable by individual members, there can be tax advantages if you are on a higher marginal tax rate.

6. Changes that may be made

Trust Deed: Subject to applicable law, we and the Supervisor may, at any time make any alteration, modification, variation or addition to the provisions of the Trust Deed in either of the following cases:

> If the Supervisor is satisfied that the change does not have a material adverse effect on the members; or

> If the change is approved by, or contingent on approval by, special resolutions (as defined in the Trust Deed) of the members that are or may be adversely affected by the change (or, if applicable, of each separately affected class of members in each Fund).

Investments: Each Fund is invested in "authorised investments". Each Fund's particular authorised investments are set out in the SIPO for the Scheme.

We and the Supervisor can change the authorised investments by amending the Trust Deed and amending the investment strategy for a Fund by amending the SIPO.

We can change other aspects of a Fund's investment policy and objectives by amending the SIPO after giving notice to the Supervisor in accordance with the Trust Deed. We will give affected members 30 days' notice of any material changes to the SIPO.

Variation and merger of funds: We may vary the terms of any fund, if in consultation with the Supervisor, we determine that the variation would not have a material adverse effect on the interests of the members generally or be contrary to the express provisions of the Trust Deed or any applicable legislation.

This will be effected by:

> Written notice to the Supervisor, if we determine (in consultation with the Supervisor) that the variation is not material;

> Written notice to the Supervisor and affected members, if we determine (in consultation with the Supervisor) that the variation is material.

Where we consider that in doing so, it would be beneficial for the more convenient, economical or advantageous working, management or administration of the Scheme, and would not have a material adverse effect on the interests of the member of the affected funds, we may by written notice to the Supervisor and those members, terminate and merge any one or more funds.

Winding up Funds: A Fund may be wound up if we resolve to wind up that Fund (or every Fund) and give prior notice to the Supervisor.

Winding up Scheme: The Scheme will be wound up if:

> We resolve in writing to wind up the Scheme and give at least 10 days' prior notice to the Supervisor;

> The last member of the Scheme cancels their units, and we resolve to wind up the Scheme; or

> The Scheme is required to be wound up by operation of law.

7. Who is involved?

Manager

Funds Administration New Zealand Limited is the manager of the Lifestages KiwiSaver Scheme. We are also the issuer of the membership interests in the Scheme. We are responsible for offering membership, accepting applications, allocating interests to members, managing assets, and administering the Scheme. The Scheme is the only KiwiSaver scheme we manage.

We are a subsidiary of Southland Building Society trading as SBS Bank (**www.sbsbank.co.nz**).

Our directors are:

Mark O'Connor
Director
BCom, FCA, FNZIM
Invercargill

Mark joined the Board in September 2020 having been appointed to the SBS Bank Board in August 2018.

Mark is a qualified accountant who has previously been involved in senior management roles in the New Zealand port sector. He is the former CEO of NZX listed company South Port NZ, a position he held for 18 years. Prior to his port sector involvement, he was employed by EY for 10 years including a 2-year period in Toronto, Canada.

In addition to the SBS Group Company directorships, Mark is chairman of private equity fund Invest South and a director of Calvary Hospital Southland. He is also Chairman of the Assurance & Risk Committee for NZ Customs and has been active in the Southland Regional Development (SoRDS) programme. He currently chairs the Southland Aquaculture Working Group and is a member of the Hawthorndale Care Village Charitable Trust Project Group.

Mark is a fellow of both the New Zealand Institute of Chartered Accountants and the New Zealand Institute of Management.

Graham Duston
Executive Director
BCom, PGDip (Commerce)
National Certificate in Financial Services (Financial Advice), AFA
Christchurch

Graham joined the board in September 2001. He is also a director of Staples Rodway Asset Management Limited, a subsidiary company of Funds Administration New Zealand Limited.

Graham has over 30 years' experience in the financial services industry and has extensive investment management experience. Prior to joining Funds Administration New Zealand Limited, Graham was the General Manager of ANZ Funds Management and New Zealand Manager of ANZ Life New Zealand. He has also held senior management roles with TOWER and Armstrong Jones/ING.

Graham is a member of INFINZ.

Greg Mulvey
Director
BCom, FCA, FNZIM
Invercargill

Greg joined the board in May 2004 and has been a member of the board of SBS Bank since 2005 .

Greg is a qualified accountant with over 40 years' experience in the corporate sector which included 30 years as general manager of the Invercargill Licensing Trust and a former director of DB South Island Brewery Limited. Greg is currently a Trustee of the Southland Indoor Leisure Centre Charitable Trust and Rwenzori Special Needs Foundation (NZ).

Greg is a fellow of both the New Zealand Institute of Chartered Accountants and the New Zealand Institute of Management.

Michael Skilling
Chairman
BAgriSci, PGDipBank
CMinstitD
Auckland

Michael joined the board in May 2016 and has been a member of the board of SBS Bank since 2014. He is also a director of Staples Rodway Asset Management Limited, a subsidiary company of Funds Administration New Zealand Limited.

He has in-depth experience in retail, private, rural and business banking together with insurance, managed funds and finance companies. In previous roles, he has led both the Agribusiness and Business Banking arms of BNZ including Small Business, Medium/Large Business, International Trade, Property, Plant and Machinery Finance and Private Banking. Michael is a director of several other Boards - including farming enterprises, a pre-school business, a mortgage broker and a finance company. He was a founding director of The ICEHOUSE and a Trustee for eight years. He has been a judge of the Auckland Business Awards and the Indian Business Awards.

He is a Senior Fellow of Financial Services Institute of Australasia (FINSIA) and a Chartered Member of the New Zealand Institute of Directors.

Derek Young
Executive Director
BCA, CA
Wellington

Derek joined the board in May 2004.

Derek has over 30 years' experience in the financial services industry and has extensive investment management experience.

Prior to joining Funds Administration New Zealand Limited, Derek was a General Manager for ING as well as being responsible for the operations of ANZ Life New Zealand. Derek has worked for leading funds management organisations such as TOWER, ANZ, and Armstrong Jones/ING in senior management roles.

Derek is a member of INFINZ.

Director details (including the chair) may change at any time.

Our registered office is:

c/- SBS Bank 51 Don Street Invercargill

We can be contacted by calling 0800 727 2265 (SBS Bank), online at **www.lifestages.co.nz** or by visiting your local branch of SBS Bank.

Supervisor

Trustees Executors Limited is the supervisor of the Scheme. The Supervisor was incorporated in New Zealand under the Joint Stock Company Act 1860 on 6 July 1881. It was re-registered under the Companies Act 1993 on 30 June 1997. On 1 May 2002 in New Zealand, the Supervisor's status as a statutory trustee company was reconfirmed under its own Act of Parliament, the Trustees Executors Limited Act 2002.

The Supervisor's parent company in New Zealand is Sterling Grace (NZ) Limited, incorporated in New Zealand on 30 July 2003. That company is ultimately owned by the Grace family, through various private trusts.

The Supervisor has been granted a full licence under the Financial Markets Supervisors Act 2011 to act as a supervisor in respect of registered schemes. The licence conditions may change over time. See **www.fma.govt.nz** for a full list of these conditions.

The Supervisor's directors are:

> Ryan Bessemer
> Victoria Grace
> Graeme Kirkpatrick
> Laurence Kubiak
> Richard Klipin

The Supervisor is responsible for custody of the Scheme's assets and supervising the performance of our functions under the Trust Deed and all relevant law.

The Supervisor may delegate any of its duties, powers or discretions (except for its obligation to supervise the performance by us of our functions under the Trust Deed and the Financial Markets Conduct Act 2013) to any person it nominates, or appoint any person to be its attorney or agent. The Supervisor remains responsible for the acts and omissions of any such person it nominates or appoints.

Trustees Executors Limited has nominated its wholly owned subsidiary T.E.A. Custodians Limited to hold the Scheme's assets in its name. Trustees Executors Limited retains primary responsibility for the custody of the Scheme's assets.

The Supervisor may be contacted by calling 09 308 7100 or at:

Corporate Trustee Services
Trustees Executors Limited
Level 9, Spark Central
45-52 Willis Street
PO Box 10519, Wellington 6143

or email **cts@trustees.co.nz**

Indemnities

Subject to meeting applicable required standards of care set out in the Trust Deed and at law, neither we nor the Supervisor are liable for any loss or damage sustained by the Scheme or any member, any act attempted or done in the exercise of, or pursuant to, any trust, power, or discretion vested in either party by the Trust Deed, or any omission or non-exercise of any trust, power, or discretion of the Supervisor or us (as applicable) under the Trust Deed.

Subject to meeting the applicable standard of care under the Trust Deed, we, the Supervisor, and every person acting on behalf of either of us is indemnified out of the Scheme for all liabilities and expenses incurred in the exercise or attempted exercise of the trusts, powers, and discretions vested in us or the Supervisor (as applicable) under the Trust Deed, and in respect of any matter or thing done or omitted to be done in any way relating to the Trust Deed and Scheme. The indemnity extends to payments made where either we or the Supervisor (as applicable) bona fide believe the recipient is entitled to payment, even if this is subsequently found not to be the case. Both we and the Supervisor have a lien or charge over the assets of the Scheme to reflect this indemnity. In addition, the Supervisor is entitled to be reimbursed for attributed tax paid by it by cancelling relevant members' units.

The benefit of the indemnity (and any further indemnity or exclusion given in any application for membership) extends to any investment manager, administration manager, or agent acting on our or the Supervisor's behalf, on the same basis as it is available to us or the Supervisor (as applicable).

Unless we or the Supervisor are in breach of our respective obligations under the Trust Deed (including the required standard of care), both our and the Supervisor's liability (as applicable) is at all times limited to the assets of the Scheme.

Custodian

Trustees Executors Limited is the Custodian of the Scheme. Assets are held in the name of its 100% owned subsidiary T.E.A. Custodians Limited or in the name of their appointed international sub-custodian

Administration manager

We have appointed Trustees Executors Limited to provide registry and unit pricing services and some administrative functions for the Scheme. The securities services division of Trustees Executors Limited provides these services.

Investment manager

As at the date of this OMI, FANZ has not appointed any separate investment managers for the Scheme. FANZ has outsourced some of the Funds investment management functions to underlying fund managers. This could change in the future.

Registrar

Trustees Executors Limited is the Schemes' Registrar.

Auditor

The Auditor of the Scheme is KPMG. KPMG is registered as an audit firm under the Auditor Regulation Act 2011. KPMG are independent of us and the Scheme, although some of the partners and staff of KPMG may hold units in the Scheme in their personal capacity.

Independence of Supervisor and any custodians

The Supervisor (who is also the Custodian) is independent of us. The Custodian nominee T.E.A. Custodians Limited is owned by the Supervisor.

Disclaimer

Neither Funds Administration New Zealand Limited nor its parent SBS Bank guarantees (either partially or fully) the capital value or performance of the securities. The principal and returns of the Lifestages KiwiSaver Scheme are not guaranteed or secured in any way by FANZ or its parent SBS Bank (or any other member of the SBS Bank group), Trustees Executors Limited, or any other person. Investments in the Funds do not represent deposits or other liabilities of FANZ or its parent SBS, and are subject to investment risk, including the possible delays in repayment and loss of income and principal invested.

Address details

Address details of the Custodian, auditors or Supervisor may change at any time. For up-to-date contact information call us on 0800 727 2265.

FANZ
Funds Administration
New Zealand Limited
FANZ is a subsidiary of SBS Bank

Funds Administration New Zealand Limited
51 Don Street, PO Box 835, Invercargill 9810. Phone 0800 727 2265

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