

Generate™

Generate KiwiSaver Scheme **Other Material Information**

30 Sept 2018



Signatory of:

PRI Principles for Responsible Investment



A product disclosure statement for Generate KiwiSaver Scheme is available at www.generatekiwisaver.co.nz or by contacting us on 0800 855 322. SuperRatings does not issue, sell, guarantee or underwrite this product. Go to www.superratings.com.au for details of its rating criteria. generatekiwisaver.co.nz

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1. Background

This document provides important information in relation to your investment in the Generate KiwiSaver Scheme. It should be read together with the PDS, the SIPO and any other documents held on the register at business.govt.nz/disclose, which are also available on our Website at: generatekiwisaver.co.nz/forms-and-downloads.

This document has been prepared to meet the requirements of section 57(1)(b)(ii) of the FMCA and parts of clause 52 of Schedule 4 of the FMC Regulations.

Important note on proposed changes to the law

The Government has introduced into Parliament a bill proposing changes to the KiwiSaver Act 2006 (**'KiwiSaver Act'**) that will:

- add two new contribution rates of 6% and 8% for KiwiSaver members;
- rename “contributions holidays” as “savings suspensions”, and reduce the maximum length of these from five years to one year;
- allow over 65 year-olds to join KiwiSaver schemes; and
- remove the five-year lock-in period which currently affects KiwiSaver members who are between the ages of 60 and 65.

It is currently proposed that these changes will come into effect in two stages, with the first two changes effective from 1 April 2019, and the second two changes effective from 1 July 2019.

Because these changes are not yet law, the remaining content of this document does not refer to them. However, you should consider these proposed changes in relation to your membership in the Plan. If and when the changes become law, it is our intention to notify existing members in the next regular communication to them.

2. Interpretation

2.1 Defined terms

In this document:

- the words **you** or **your** refer to you and other persons who apply for membership of the Scheme or who are accepted as members of the Scheme, as the context requires;
- the words **Generate**, **we**, **us** or **our** refer, unless the context requires otherwise, to Generate Investment Management Limited;
- where words are defined in the Glossary on page 17, those words have the same meaning wherever they are used in this document; and
- we refer in some places to things that we “generally” or “currently” do. This describes our practice as at the date of this document only. We can review and change our practices without notice to you, so long as we comply with the Trust Deed.

3. Details of the scheme

3.1 The Generate KiwiSaver Scheme

The Generate KiwiSaver Scheme is a registered managed investment scheme that is a KiwiSaver scheme under the FMCA. The Scheme was established on 14 December 2012 and began accepting Members on 22 February 2013.

The Scheme offers you the option to invest in three funds with different levels of risk. You can choose to invest solely in one fund or a combination of them. The investments of the funds are made in accordance with the PDS and the SIPO.

The three funds are:

- Conservative Fund;
- Growth Fund; and
- Focused Growth Fund.

You can also choose either of our life cycle options which are called Stepping Stones and Stepping Stones Growth. Each of these options will automatically select your investment in our funds based on your age and will reduce your risk as you get older. Stepping Stones will do this gradually over time whilst Stepping Stones Growth will keep you invested in a higher proportion of growth assets for longer. The rebalancing of each life cycle investment option will be calculated and actioned annually. Any rebalancing will be based on your age on that date.

Further information can also be found in the PDS and the SIPO, which are available on Disclose or our Website.

3.2 How the funds work

The money you invest into the Scheme buys you units in the funds you select or have selected for you by one of the life cycle options. Each unit that you own is a share in the total value of what that fund is worth. As the value of the fund's assets go up and down so too does the value of your units. Each unit has an equal interest in a fund as all the other units and the same unit price.

Each unit has an equal interest in all assets of a fund and not in any particular asset. This means you are not able to request that we transfer to you an asset of a fund.

The funds may issue more units in a fund as members invest money into the fund and redeem units as members withdraw money from the fund. There is no maximum to the number of units in each fund.

Unit prices are calculated each Business Day and rounded to four decimal places. Each unit price equates to the Net Asset Value (**NAV**) of the relevant fund at that time divided by the number of units that have been issued by that fund.

4. Contributions

Whether you are working or not, you can contribute to the Scheme in a lump sum or regular investment at any time. If you are working and not on a contributions holiday, your employer will deduct a regular amount from your Salary or Wages, and generally will be required to top up your contribution with a contribution at the minimum employer rate (currently 3% before employer superannuation contribution tax), although there are some situations where your employer will not have to do so.

4.1 Employee Contributions

You have a choice about how much of your Salary or Wages you contribute regularly as an employee. There are three different rates that you may choose from. You can choose to pay 3%, 4% or 8% of your gross Salary or Wages. If you do not make a choice, you will contribute 3%.

This amount is taken from your Salary or Wages after you have paid tax on them. Your employer will pay the amount deducted to Inland Revenue for forwarding to us. After you have signed up to KiwiSaver, this will happen automatically.

The table below shows what is and isn't included in your Salary or Wages when your employer calculates the amounts you contribute:

INCLUDED	NOT INCLUDED
Taxable salary and wages	Exempt income
Bonuses	Accommodation benefits
Overtime pay	Redundancy payments
Parental leave payments	Overseas living accommodation payments
ACC compensation	Superannuation contributions made for you by your employer

4.2 Employer Contributions

Your employer will usually be required to make a 3% contribution to top up your contribution. This amount will have employer superannuation contribution tax deducted from it before it is paid to Inland Revenue for forwarding to us. The employer's contribution will be paid on top of your Salary or Wages, unless you agree otherwise (in good faith) with your employer. The amount of your employer's contribution is based on your Salary or Wages as set out above. However, for the purposes of employer contributions only, parental leave payments and ACC compensation are not included as part of your Salary or Wages. Your employer can pay more than the minimum if they wish, but they must do so by forwarding payment to Inland Revenue. Your employer will not be required to make a KiwiSaver contribution for you if:

- you are under 18 years old; or
- you are not contributing to the Scheme; or
- (only in certain cases, see below) they are already paying into another superannuation scheme for you; or
- you are over the Qualifying Age.

If your employer contributes to a superannuation scheme for your benefit, those contributions may mean that your employer does not need to contribute to a KiwiSaver scheme for you (or may mean your employer contributes at a lower rate to a KiwiSaver scheme for you). This will be the case if your employer provided employees with access to that superannuation scheme before 17 May 2007 and:

- your employer employed you before 1 April 2008, and before then made (or agreed to make) contributions to the superannuation scheme for your benefit; or
- you are covered by a collective agreement that was in force before 17 May 2007 and has yet to expire, under which your employer is required to contribute to the superannuation scheme for your benefit.

Your employer's contributions to the superannuation scheme will count for these purposes as compulsory KiwiSaver contributions only to the extent that they vest within five years of being paid to the superannuation scheme. There are certain other limited circumstances prescribed in the KiwiSaver Act where employer contributions to a superannuation scheme will count towards compulsory employer contributions to a KiwiSaver scheme.

4.3 Making contributions if you are not an employee or if you are topping up your investment while you are an employee

If you are an employee, you are allowed to make extra payments to the Scheme. If you are not an employee, you can contribute to the Scheme as detailed below. These payments may be made regularly or in lump sums. Any direct debit payments must be a minimum of \$10.00 each. There is otherwise no minimum contribution amount.

If you contribute to the Scheme by a monthly direct debit, these will be processed on the last working day of the month, unless another date is nominated by you.

Further extra payments may be made by:

- Payment directly to the Scheme by cheque made payable to "Generate KiwiSaver Public Trust Nominee Limited". In some cases your bank may have Generate set up as a bill payment option. The bill payment option requires you to enter your Generate member number to reference these payments.
- Payment directly to the Inland Revenue. This payment can be made at any Westpac branch, or via internet banking by selecting the "Inland Revenue payment" option – most banks offer this facility. For help topping up your KiwiSaver account please call us on 0800 855 322 or go to generatekiwisaver.co.nz.

4.4 Member Tax Credit contributions from the Government

If you qualify for further Government payments, every year from 1 July to the following 30 June, for every dollar that you pay into the Scheme up to \$1,042.86, the Government contributes 50c to the Scheme. The maximum amount that the Government will contribute each year for you is \$521.43. This contribution is to encourage you to continue saving regularly.

This payment is called a Member Tax Credit. If you qualify, the Member Tax Credit will be paid each year until you reach the Qualifying Age. To qualify for the contribution:

- you must be at least 18 years old.
- New Zealand must be your principal place of residence. This means that you stay in New Zealand for most of the year. If you are a Government employee working outside of New Zealand, or if you work overseas as a volunteer or for certain charitable organisations, then the residency requirement may not apply.

Employer contributions, government contributions and amounts transferred from an Australian Complying Superannuation Scheme do not count towards your Member Tax Credit eligibility.

If you join KiwiSaver part-way through a Member Tax Credit year (1 July to 30 June), you will receive a Member Tax Credit based on the number of days in the Member Tax Credit year that you have been a member.

4.5 Contributions Holiday

If you are an employee, you may apply to Inland Revenue to suspend your contributions to the Scheme if:

- 12 or more months have passed since your first contribution was received by Inland Revenue, since you first contributed direct to a KiwiSaver scheme, or since you were first a member of a complying superannuation scheme; or
- you are suffering, or likely to suffer, financial hardship (and Inland Revenue has received at least one contribution from you).

If a contributions holiday is granted based on financial hardship, its duration will be three months (unless Inland Revenue agrees to a longer period). The duration of a contributions holiday will otherwise be between three months and five years (unless your employer agrees to a shorter period). Inland Revenue will notify you before your contributions holiday ends and you may apply for a new contributions holiday. You may resume contributing at any time by giving notice to your employer, requiring the employer to start making deductions from your Salary or Wages. While you are taking a contributions holiday, your employer is not required to contribute to a KiwiSaver scheme for you. You can still receive the Member Tax Credit if you make voluntary contributions (not out of your Salary or Wages) while you are on a contributions holiday.

4.6 Transferring from an Australian scheme

You can transfer funds from an Australian complying superannuation scheme into the Scheme if you have permanently moved to New Zealand (or returned to New Zealand). Please call us on 0800 855 322 or email us on info@generatekiwisaver.co.nz to ask about the process for transferring from an Australian scheme.

No funds transferred from an Australian complying superannuation scheme to a KiwiSaver scheme can then be transferred to any country outside Australia.

Savings transferred to the Scheme from an Australian complying superannuation scheme can be withdrawn if you have reached age 60 and satisfy the “retirement” definition in Australian legislation.

Your Australian complying superannuation scheme provider may charge a fee to transfer the savings. You should also consider any effects of the currency conversion (including exchange rate fees) and any differences in the product terms, fees and tax treatment of the two schemes if you are considering transferring your superannuation savings from an Australian complying superannuation scheme.

We recommend that you seek personalised tax and investment advice before transferring your Australian savings, including advice as to the risks, benefits and options available to you.

4.7 Transferring from foreign superannuation schemes

Under the New Zealand regime for taxing withdrawals from foreign superannuation schemes, transfers to a KiwiSaver scheme from a foreign scheme (other than an Australian complying superannuation scheme) are treated as withdrawals and are potentially subject to tax. We would recommend seeking tax advice.

4.8 Contributions that must be accepted

We must accept into the Scheme:

- (i) all contributions payable by or in respect of you through Inland Revenue by way of Salary or Wage deductions or compulsory employer contributions (unless we have reasonable cause to believe that those have not been correctly deducted or remitted to the Scheme, or that we have not been given the requisite information from Inland Revenue);
- (ii) all Member Tax Credits;
- (iii) all contributions required to be made to the Scheme by or in respect of you by way of Salary or Wage deductions under a Participation Agreement; and
- (iv) amounts transferred from other KiwiSaver schemes in accordance with the KiwiSaver Act.

Under the Trust Deed, we may, but need not, accept other contributions and money payable to the Scheme and may impose such terms and conditions for acceptance as we determine.

5. Withdrawals

5.1 Withdrawals from the Scheme

The reason for your withdrawal is a key determinant of the amount of your investment that you can withdraw from the Scheme. In some circumstances, you are not permitted to withdraw all of your investment and in such circumstances you will remain a member of the Scheme following the withdrawal.

5.2 Withdrawing your savings

You become eligible to withdraw all your savings as a lump sum when you reach the Qualifying Age. Any withdrawals from the Scheme are tax-free.

There are several limited circumstances in which you may cash in some (or all) of your investment early. These are set out below.

5.3 Buying your first home

To help with the purchase of your first home you may make a one-off withdrawal (provided you leave a minimum balance of at least \$1,000 in your account).

You may make this withdrawal if:

- you have been a member of a KiwiSaver scheme and/or a complying superannuation fund for a combined total of three years or more;
- you have not made this kind of withdrawal before;
- the home you are buying will be your principal place of residence and is an estate in land, or an interest in a house on Maori land where you have the right to occupy the Maori land; and
- you have never owned a home either alone or jointly with another person (some limited exceptions apply).

There is also the option to purchase a home as a 'second chance' home buyer if you meet the first three, but not the last, of the above criteria. You must also provide us with written confirmation from Housing New Zealand stating that it is satisfied your financial position (in terms of assets and liabilities) is what would be expected of a person who has never owned a home.

No funds transferred to a KiwiSaver scheme from an Australian complying superannuation scheme may be withdrawn for a home purchase (though post-transfer earnings on those funds may be used for that purpose).

You may be eligible to receive a grant of up to \$10,000 for buying your first home, or if Housing New Zealand Corporation determines that you are in the same financial position as a first home buyer. The amount of the grant depends on whether the home is existing or newly built. You could get:

- \$1,000 a year for each year you've been a member of a KiwiSaver scheme, complying superannuation fund and/or exempt employer scheme, up to a maximum of \$5,000, if your first home will be an existing home; or
- \$2,000 a year for each year you've been a member of a KiwiSaver scheme, complying superannuation fund and/or exempt employer scheme, up to a maximum of \$10,000, if your first home will be newly built.

The grant is paid by the Government, not us or the Supervisor. It is paid directly to your New Zealand solicitor (or licensed conveyancer) to be put towards the purchase price of the house prior to the settlement date. For more information (including eligibility criteria for individuals), visit the Government's website kiwisaver.govt.nz, or visit hnzc.govt.nz. Housing New Zealand Corporation administers the HomeStart grant.

5.4 Moving overseas permanently (except to Australia)

You may withdraw your money from the Scheme (excluding your Tax Credit Amount and any amount transferred from an Australian Complying Superannuation Scheme) one year after you have permanently emigrated from New Zealand (except if you are moving to Australia – see next section).

Alternatively, at any time after you have permanently moved overseas (except to Australia – see next section), you may direct us to transfer your investment (excluding your Tax Credit Amount and any amount transferred from an Australian Complying Superannuation Scheme) to an overseas superannuation scheme authorised for that purpose by regulations made under the KiwiSaver Act. There have been no such regulations made as at the date of this document.

Your Tax Credit Amount in either circumstance will be repaid to Inland Revenue.

To do this you will need to complete a statutory declaration stating that you have permanently emigrated from New Zealand. You must also prove to our satisfaction your departure from New Zealand, and that you have resided at an overseas address at some time during the year following your departure from New Zealand.

5.5 Moving to Australia permanently

If you permanently emigrate to Australia:

- you will not be permitted to make a cash withdrawal on the basis of permanent emigration; but
- you will be permitted to transfer your full KiwiSaver savings (including the Tax Credit Amount) to an Australian complying superannuation scheme, provided your KiwiSaver savings are below any maximum transfer amount required by Australian legislation. To do this you will need to complete a statutory declaration stating that you have permanently emigrated from New Zealand. You must also prove to our satisfaction your departure from New Zealand, and that you have resided at an Australian address at some time during the year following your departure from New Zealand.

Please contact us for more current information about your rights upon accessing your money when moving to Australia.

5.6 Significant financial hardship

You may make a withdrawal, not including the Tax Credit Amount, if the Supervisor is reasonably satisfied that you are suffering or likely to suffer from significant financial hardship.

Significant financial hardship includes significant financial difficulties arising because of:

- your inability to meet minimum living expenses; or
- your inability to meet mortgage repayments on your principal family residence, resulting in the mortgagee seeking to enforce the mortgage; or
- the cost of modifying a residence to meet special needs arising from your own or a dependent's disability; or
- the cost of medical treatment for your own or a dependant's illness or injury; or
- the cost of palliative care for you or a dependant; or
- funeral costs for a dependant; or
- a serious illness you are suffering.

The Supervisor must be reasonably satisfied that you have exhausted other reasonable means of finding money and may limit the amount of money you receive to what it thinks is required. If you choose to make a withdrawal of this kind, you will need to provide a statutory declaration as to your assets and liabilities.

5.7 Serious Illness

You may make a withdrawal of up to all of your investment from the Scheme if the Supervisor is reasonably satisfied that you are suffering from a serious illness. You will need to provide medical evidence to support any request.

Serious illness means an injury, illness or disability that:

- results in you being totally and permanently unable to engage in work for which you are suited by reason of experience, education or training (or a combination of these things); or
- poses a serious and imminent risk of death.

5.8 Withdrawals on transfer of foreign superannuation

You may make a withdrawal from the Scheme to pay a tax liability, but not including any interest or penalties that may be imposed by Inland Revenue, or student loan repayment obligation arising as a result of transferring funds to the Scheme (or having transferred funds to a previous KiwiSaver scheme) from a foreign superannuation scheme other than an Australian complying superannuation scheme. You may make this withdrawal if:

- you joined the foreign superannuation scheme when you were not a New Zealand tax resident;
- the foreign superannuation scheme is not subject to the foreign investment fund rules under the Tax Act; and
- you were a New Zealand tax resident at the time that you

transferred your funds to a KiwiSaver scheme.

The amount that you can withdraw on this basis cannot be more than:

- the lesser of your tax liability or your liability for terminal tax in the year to which the tax liability relates;
- the amount of your student loan repayment obligations; and
- the value of your full KiwiSaver savings, excluding any Kickstart Contribution Amount and the Tax Credit Amount.

Any amount withdrawn will be paid directly to Inland Revenue, and not to you, if this is possible. An application for withdrawal must be made within 24 months from the end of the month in which your tax liability or student loan repayment obligation was assessed. You will need to apply using the form of application that we require, and you will also need to:

- complete a statutory declaration giving the details of your foreign superannuation transfer, your reinvestment into the Scheme (or a previous KiwiSaver scheme), and your resulting liability for tax; and
- include any other documentation and information that we may require in support of your statutory declaration.

5.9 Death

If you pass away, all of your investment in the Scheme (minus any amounts paid to a relevant person under the Administration Act 1969) will be paid to your personal representatives on request.

5.10 Transfer between KiwiSaver schemes

You may transfer to the Scheme at any time from another KiwiSaver scheme or permitted retirement scheme by completing the application included within the PDS. You may also transfer from the Scheme to another KiwiSaver scheme at any time by completing an application for that scheme. Because you are only able to be a member of one KiwiSaver scheme at a time you must transfer your entire account.

5.11 No guarantee

There is no guarantee from the Crown or any other person in respect of the Scheme or any investment product of the Scheme. None of us, the Supervisor, any underlying investment manager or administration manager, or any director or board member of any of those entities or any other person guarantees the performance of the Scheme or the payment of any money payable from the Scheme.

5.12 Tax consequences

Please be aware there may be tax consequences from withdrawing or transferring any foreign superannuation funds from the Scheme. We recommend you consult a qualified tax adviser.

6. Persons involved in providing the Scheme

6.1 Our directors and Investment Committee members

Our investment decisions, including the selection of our underlying managers, are overseen by our Investment Committee. Our directors and Investment Committee members are:

Peter Brook BCom, ACA, CFIP

Chairman of the Board of Directors & Investment Committee

Peter has over 20 years' experience in the investment banking industry, retiring to pursue his own business and consultancy activities. He is currently a director of Argosy Property Limited, Chairman of Burger Fuel Worldwide Limited and Trust Investments Management Limited. Peter is also a trustee of the Melanesian Mission Trust Board, a member of the Institute of Finance Professionals New Zealand Inc., and a director of several other private companies.

Sam Goldwater BCom, DipCom, DipSci

Portfolio Manager, Director & Investment Committee member

Sam has over 20 years of financial markets experience. Locally he worked in fixed income sales and trading for the National Bank of New Zealand Treasury, co-managed the bond desk at First NZ Capital, and immediately prior to Generate led the investment management of a sizeable portfolio of family assets. He also worked for three years in London in fixed income trading and origination. Sam co-founded Generate in late 2012.

Henry Tongue BCom, DipCom

CEO, Director & Investment Committee member

Henry has 19 years' experience in the financial markets, beginning as an equity analyst for a New Zealand stock broking firm before moving to London in 1999. In London he worked as an analyst for Credit Suisse and later Abbey National. Returning to New Zealand in 2003, Henry joined a private investment company in the management of their Australasian equity and property portfolio. From 2007 until 2011 he was Senior Portfolio Manager responsible for investments across all asset classes at Huijich Wealth Management. Henry co-founded Generate in late 2012.

Scott Weenink LLB, BA, Mstud (Oxon)

Non-Executive Director

Scott is currently an Executive Director and Chief Commercial Officer of Modica Group, an enterprise messaging business having previously been General Counsel & Company Secretary of Auckland International Airport. An M&A and corporate finance lawyer by background, Scott also previously served as General Counsel and Executive Director of global telecoms company, Ooredoo Asia based in Singapore. Scott has also worked for law firms Norton Rose Fulbright and Bell Gully. Scott has a Masters in Law from Oxford University (Wolfson College) and has completed an Executive Management course at Chicago University's Booth School of Business. He is admitted to the Bar in New Zealand, New South Wales and the United Kingdom.

Nick Bowden BA, BCom

Investment Committee member

Nick is an advisor to a London based fund manager. He has over 20 years' experience working with various financial institutions and investment firms in New York and London. He has primarily focused on investment portfolios but in addition he brings deep operational experience in dealing with the changing risk and regulatory environments. Nick also worked at First Union in New York, which became part of Wells Fargo, from 1995-1999 in an institutional sales role.

6.2 No bankruptcy, etc.

Neither we nor any of our directors has, during the five years before the date of this document, been adjudged bankrupt or insolvent, convicted of any crime involving dishonesty, prohibited from acting as a director of a company, placed in statutory management or, in respect of us, placed in voluntary administration, liquidation or receivership.

6.3 Underlying funds

The Growth Fund and the Focused Growth Fund invest into underlying funds. The managers of these funds will charge additional management fees for investing the Scheme's money and may change the fees they charge from time to time. These fees, along with any performance fees charged by the underlying funds, will affect the value of these funds' investments, and will be reflected in the Growth Fund's and the Focused Growth Fund's unit price. A list of these underlying funds is available on the Generate website at generatekiwisaver.co.nz.

The estimated underlying management fees, performance fees and administration charges incurred by our underlying funds (plus the administration charges incurred by the Manager) for the Growth and Focused Growth Funds are available on our Website.

6.4 Registrar, custodian, auditors, advisers and experts

The following persons perform functions for the Scheme:

- **(Registrar)** MMC Limited.
- **(Custodian)** Generate KiwiSaver Public Trust Nominee Limited, a subsidiary of Public Trust.
- **(Auditor)** Grant Thornton New Zealand Audit Partnership is the auditor for the Scheme. Grant Thornton was registered as a registered audit firm under the Auditor Regulation Act 2011 on 30 April 2014. The firm's registration is subject to the standard conditions that apply to audit firm registrations. Grant Thornton have considered and confirmed their independence as auditor and their quality procedures, together with the objectivity of the Audit Partner and audit staff.
- **(Solicitors to the Manager)** Minter Ellison Rudd Watts.
- **(Solicitors to the Supervisor)** DLA Piper.

7. Supervisor

7.1 The Supervisor and its board members

The Supervisor of the Scheme is Public Trust.

The address of the Supervisor is:

Level 9, 34 Shortland Street

Auckland 1140.

The directors of the Supervisor may change from time to time without notice to you. The names of the Supervisor's directors may be obtained from the Companies Office website <https://www.companies-register.companiesoffice.govt.nz> or by phoning the Supervisor on 0800 371 471.

The Supervisor is not a subsidiary of any company.

The Supervisor does not guarantee the payment of any money to you or any other person.

7.2 Supervisor's licence

The Supervisor has been granted a full licence under the Financial Markets Supervisors Act 2011 to act as a KiwiSaver supervisor. The Supervisor's licence was renewed for five years with an effective date of 17 January 2018. The licence expires on 16 January 2023 and is subject to reporting conditions.

Further information on the Supervisor's licence is publicly available on the FMA website (www.fma.govt.nz) and also on the Financial Service Providers Register website (www.business.govt.nz/fsp).

8. Material Contracts

8.1 Trust Deed

The Trust Deed is dated 14 December 2012 (as subsequently amended or replaced). It details the Supervisor and the Manager's rights and responsibilities and requirements for how the Generate KiwiSaver Scheme will be managed. Members and potential Members can find a copy of the Trust Deed by visiting www.disclose-register.companiesoffice.govt.nz or at www.generatekiwisaver.co.nz.

8.2 Outsourcing Agreements

We have an outsourcing agreement with MMC Limited. We have appointed MMC Limited to undertake unit pricing, fund accounting and registry functions for the Generate KiwiSaver Scheme.

Generate KiwiSaver Public Trust Nominee Limited, a subsidiary of Public Trust has been appointed as Custodian for the Generate KiwiSaver Scheme.

The contracts in place with the key providers stipulate the services to be provided, the fees and the contract duration.

9. Further information on fees

9.1 Basis for estimating the fees and expenses

The estimated underlying management fees, performance fees and administration expenses incurred by our underlying funds (plus the administration costs incurred by the Manager) for the Growth and Focused Growth Funds are available on our website at generatekiwisaver.co.nz/our-fees. These estimates are based on fees and expenses in the most recently publicly available annual reports and disclosures from the underlying funds as at the date the fees were last calculated. Where these sources do not fully cover such charges we have requested verification from the managers of the underlying funds.

The annual fund charges in the PDS include recovery of expenses of the Manager and estimated expenses of the underlying funds. It is expected that the maximum expense for members in each fund will be 0.2% of the assets of the fund per annum (excluding transaction costs e.g. brokerage and buy-sell spreads). To the extent that actual expenses exceed the target, we may choose not to recover such expenses.

Bank charges and currency conversion fees will be deducted from amounts transferred from foreign superannuation schemes before they are converted into units.

9.2 Changes to fees

We may agree with the Supervisor to vary the fees from time to time. Fees not currently charged, may also be introduced at any time as permitted by the Trust Deed. However, any changes in fees will be subject to the 'reasonable fees' restrictions outlined in the KiwiSaver Act.

9.3 Fees must be reasonable

All fees charged to you must be reasonable. If we need to change or add new fees to the Scheme, we are required to notify the Financial Markets Authority. If you think the fees we charge are unreasonable, you are entitled to ask the High Court to remove or reduce the fee. You can apply yourself, or the Financial Markets Authority can do so on your behalf. You have one year from the day the fee is deducted to make an application.

9.4 Goods and Services Tax (GST)

GST is not included in any of the fund charges. GST will be added where applicable.

10. Key terms of the Scheme

10.1 Description of scheme and its development

The Scheme was established under a Trust Deed dated 14 December 2012 (as subsequently amended or replaced).

10.2 Scheme description

The Scheme is registered as a KiwiSaver scheme under the KiwiSaver Act. The operation of the Scheme is therefore governed by the KiwiSaver Act. The KiwiSaver Act provides that the KiwiSaver Scheme Rules (which, among other things, prescribe Permitted Withdrawals) and certain other terms are implied in the Trust Deed.

10.3 Admission of Members

Natural persons shall be admitted to membership of the Scheme:

- (i) by completing an application for membership of the Scheme (in such form and manner as is prescribed or otherwise required by us from time to time) and by contracting directly with us to become Members in accordance with sections 45 or 55 of the KiwiSaver Act; or
- (ii) if the Scheme is an employer's chosen KiwiSaver scheme, by way of default allocation to the Scheme under section 48 of the KiwiSaver Act.

The KiwiSaver Act prescribes invalid enrolment rules providing for circumstances where, when automatically enrolled or opting in, a person:

- (i) does not meet the citizenship or permanent residency requirements prescribed in the KiwiSaver Act; or
- (ii) is ineligible to join a KiwiSaver scheme due to having reached New Zealand superannuation age (currently 65); or
- (iii) has been automatically enrolled and does not meet the requirements of the automatic enrolment rules (e.g. is under 18 or in temporary employment, or has not commenced new employment as defined in the KiwiSaver Act).

We or Inland Revenue must be notified of an invalid enrolment as soon as practicable after it is discovered, but we can treat the enrolment as valid during an initial validation period prescribed in the KiwiSaver Act. If the relevant enrolment criteria have not been satisfied by the end of the initial validation period then we must:

- (i) pay the current market value of the relevant Member's investment (i.e. all amounts contributed, plus or minus positive or negative returns and less any Permitted Withdrawals made), less any amount that has been transferred to the Scheme from an Australian complying superannuation scheme, to Inland Revenue; and

- (ii) pay any amount that has been transferred to the Scheme from an Australian complying superannuation scheme (or, if it is a lesser amount, the current market value of the relevant Member's investment) back to that Australian scheme, or to another Australian complying superannuation scheme chosen by the relevant Member (or chosen by Inland Revenue, if the relevant Member does not choose an Australian scheme and it is not appropriate to repay the transferred amount to the original scheme).

Inland Revenue must then refund to the affected person:

- (i) the amount of his or her own contributions to the Scheme (excluding any amount transferred from an Australian complying superannuation scheme), less Permitted Withdrawals; and
- (ii) any of the person's own contributions that are held by Inland Revenue but have not yet been passed to the Scheme;
- (iii) together with interest calculated in the manner prescribed by the KiwiSaver Act.

Inland Revenue must refund New Zealand employer contributions to the person's employer, and refund the Tax Credit Amount to the Crown, in the same manner.

10.4 Cessation of membership

You will cease to be a Member on the first to occur of:

- the time you receive (or your personal representatives or a relevant person for the purposes of section 65 of the Administration Act 1969 receives) your full benefit from the Scheme and cease to have any further entitlement under the Scheme;
- your transfer from the Scheme to another KiwiSaver scheme (or to an Australian complying superannuation scheme or other approved overseas scheme when emigrating) and cease to have any further entitlement under the Scheme;
- receipt of notice from us under rule 4(5)(b) of the KiwiSaver Scheme Rules (which relates to having a zero balance in the Scheme).

11. Responsible investment

11.1 Generate is committed to ESG

Investing in a way that incorporates environmental, social and governance (ESG) issues, manages risk and generates sustainable long-term returns is an important consideration in Generate Investment Management Limited's (Generate) investment decision making process. Generate became a signatory of the United Nations Principles for Responsible Investment (UNPRI) on 10 May 2018.

Investment decision-making first involves an assessment of whether the investment must be excluded on the basis that it is inconsistent with certain values-based criteria. Broader ESG issues are considered as part of the qualitative research conducted for our investment analysis.

Specifically, direct and Underlying Fund investments into companies involved in the following activities are excluded*.

- Cluster munitions;
- Anti-personnel mines;
- Chemical weapons;
- Nuclear weapons;
- Whaling; or
- Manufacture of tobacco.

See the Responsible Investment Policy for more information on the exclusion process.

12. Taxation

The level of taxes will affect the amount of your benefit from the Scheme.

We, and the Supervisor, do not accept any responsibility for the taxation implications of your investing in the Scheme. Tax legislation and its interpretation are subject to change, and the application of tax laws will depend on your individual circumstances.

We recommend that you consult your own independent tax adviser as to the tax consequences of investing in the Scheme.

The following is a general summary of our understanding of New Zealand tax legislation as it affects the Scheme at the date of the PDS.

12.1 Tax on investment income

The Scheme is a Multi-Rate Portfolio Investment Entity and therefore the PIE tax regime applies. Under the PIE tax regime:

- the Scheme's income, deductible expenses and tax credits for an attribution period are attributed to the Scheme's relevant members in proportion to their interests in the Scheme, and the Scheme pays tax on the net income attributed to those members at each member's Prescribed Investor Rate (your PIR is outlined below);
- if the Scheme suffers a loss (or a member's attributed tax credits exceed the tax payable) for an attribution period, we are able to claim a tax rebate (except for excess foreign tax credits) which will be credited to your balance;

- at the time of a withdrawal, or of a switch from one fund to the other (switches between funds are treated as withdrawals for tax purposes), tax is payable only on the amount of income attributed to the period in which the withdrawal or switch occurs;
- in the case of shares held for a fund in New Zealand resident companies, any profits on disposal are not taxable and losses on disposal are not deductible (dividends are taxable); and
- in the case of shares held for a fund in certain Australian resident companies that are listed on an approved Australian Securities Exchange index and maintain a franking credit account, profits on disposal are not taxable and losses on disposal are not deductible (dividends are taxable, but we can claim a tax credit for any withholding tax deducted from dividends).

For New Zealand-resident individuals who provide their IRD number to the Scheme, there are three PIR tax rates available as at the date of this document (an income year is generally, and a **tax year** is always, 1 April to 31 March):

- 10.5% for members who notify the Scheme that they had, in either of the two income years immediately preceding the current tax year, taxable income of \$14,000 or less (this excludes Attributed PIE Income) and \$48,000 or less in total taxable income plus Attributed PIE Income (less any Attributed PIE Loss);

- 17.5% for members who do not qualify for the 10.5% rate and who notify the Scheme that they had, in either of the two income years immediately preceding the current tax year, taxable income of \$48,000 or less (this excludes Attributed PIE Income) and \$70,000 or less in total taxable income plus Attributed PIE Income (less any Attributed PIE Loss); and
- 28% for members who do not qualify for either of the lower rates.

Further information on PIRs can be found on the Inland Revenue website at www.ird.govt.nz.

Taxable income generally includes foreign-sourced income even if you were not resident in New Zealand when that income was earned. New residents can exclude their non-resident foreign-sourced income if they reasonably expect their taxable income to be lower than their total income from the tax year before becoming a New Zealand resident.

If you do not provide your IRD number and a PIR, or are a non-resident, your PIR will be 28%. If you do not provide an IRD number within 6 weeks of your entry into that Fund you will be removed from the relevant Fund.

Each year you will be asked to confirm to us if your PIR has changed. You should advise the Scheme if your PIR changes during the year or if you cease to be resident in New Zealand.

The Scheme calculates the tax liability attributable to you in relation to each fund for each calculation period (and as at the date of any withdrawal or switch) using your PIR. The tax liability attributed to you for each fund will be deducted from your balance in the Scheme by cancelling units in the relevant fund or funds. If you have elected the correct PIR, the income allocated to you will not have to be included in a tax return. Also, under current legislation such income will not affect eligibility for family assistance or student loan repayments, or child support obligations.

If you elect a PIR lower than the correct rate, or do not advise a change to a higher rate, Inland Revenue may contact you and require you to file a tax return and pay any consequential tax shortfall at your marginal tax rate plus any penalties or interest. If you elect a PIR higher than the correct rate, Inland Revenue will not refund you any overpaid tax. Inland Revenue may also contact the Scheme and direct it to change your PIR.

Any investments held for a fund in foreign shares (except for shares in certain Australian resident companies that are listed on an approved Australian Securities Exchange index and maintain a franking credit account) or a foreign trust are subject to the fair dividend rate (**FDR**) method of taxation provided the Scheme holds less than 10% of the shares (or units) in any foreign company (or trust). Under the FDR method, the relevant fund is deemed to derive taxable income each year equal to 5% of the average daily opening market value of the shares (or units) held in foreign companies (or trusts), but any dividends received are not taxable (although we are able to claim tax credits for any foreign withholding tax deducted from the dividends received).

In addition, FDR assessable income includes a component of any realised gains on 'quick sales' undertaken throughout the tax year. Losses incurred on the disposal of foreign shares (or units) are not deductible.

Fees (if any) paid by you for ongoing management and administration services are taken into account as deductions for the purposes of calculating the tax payable on your behalf. You are not able to claim deductions for such fees in your own tax return.

12.2 Tax on contributions

Your contributions to the Scheme are made from after tax income, so no more tax is payable on those contributions. The Member Tax Credit payments are not income or gifts for tax purposes.

As at the date of this document, employer contributions to the Scheme are taxed at the following employer superannuation contribution tax (ESCT) rates (a **tax year** is always 1 April to 31 March):

- 10.5% if the total of your taxable earnings and the before-tax employer's superannuation contributions (to a KiwiSaver scheme or any registered superannuation scheme) made for your benefit was not more than \$16,800 in the previous tax year;
- 17.5% if the total of those earnings plus employer contributions was between \$16,801 and \$57,600 in the previous tax year;
- 30% if the total of those earnings plus employer contributions was between \$57,601 and \$84,000 in the previous tax year; and
- 33% in every other case.

If your current employer did not employ you for all of the previous tax year, the above rates will be based on estimates of your expected taxable earnings and employer's superannuation contributions for the current tax year.

12.3 Tax on benefits

A transfer from a KiwiSaver scheme to an Australian complying superannuation scheme will be subject (under current Australian legislation) to a prescribed cap on the personal superannuation contributions that can be paid tax-free in any one year. To the extent it exceeds this cap, a transferred amount will be taxed on entry into Australia.

Non-resident members should seek tax advice in their country of residence concerning the tax treatment in that country of payments or transfers from the Scheme.

Under current legislation, when you withdraw funds from the Scheme in New Zealand the amount withdrawn will not be subject to any further taxation (i.e. it will be paid tax-free).

13. Risks

There is some degree of risk involved with all investments. The potential return on an investment usually carries a corresponding level of risk which reflects the possibility that events may not turn out as initially expected or, in particular, that the value of an investment could fall below its initial cost. The risks of investing in the Scheme include the possibility of not realising a particular rate of return and not recovering the full amount invested by you or for your benefit. If the value of the investments made by the fund in which you are invested falls, it is reasonably foreseeable that the value of your investment in that fund could be less at some stage than the amount you put into the Scheme or that was invested in the Scheme on your behalf.

We aim to minimise the risks associated with investing in the Scheme through our investment philosophy and approach. See the SIPO for more details.

However, an investment in the Scheme is not guaranteed by any person. Events that can affect the value of your investment or returns include the following:

- (i) **Investment risk:** Our funds invest in different asset classes. The level of investment risk varies based on the asset class selected for each fund. In general terms, funds that invest in a higher proportion of shares will carry a higher level of investment risk.
- (ii) The value of shares is affected by many things including market movements and individual company performances.
- (iii) Property and infrastructure investments are considered less risky than shares, although our broad definition of property and infrastructure* negates this somewhat, and more risky than fixed interest investments.
- (iv) Funds principally invested in cash and fixed interest will generally have a lower investment risk. The value of fixed interest securities is affected by interest rate movements and the creditworthiness of the issuer.
- (v) Accordingly our Generate Focused Growth Fund has a higher level of risk than our Generate Growth Fund. The Generate Conservative Fund is less risky when compared to our Growth Funds. Our strategy in our Growth Funds spreads the risk across a number of investment managers, investment strategies and markets. See the SIPO for more details.
- (vi) The underlying funds, with whom our Growth Funds are invested, choose to invest in long, and in some cases long and short, equity investments. The long and short strategies primarily involve long investments with a lesser weighting in short investments. Long means investing in shares and profiting when share prices rise and making losses when they decline in value. Short investments involve investing to profit when share prices fall and making losses if they rise. The relevant underlying funds may also use commodities, derivatives, currencies, fixed interest and other securities to help them achieve their investment strategies. The relevant underlying funds decide when to make long or short investment decisions. Losses on any underlying fund are limited to the amount invested. As part of the Scheme's international equities exposure the Manager has the ability to buy international stocks directly.
- (vii) **Market risk:** Investment markets are affected by a range of factors including economic, political, market, regulatory, taxation, environmental and technological conditions in New Zealand and internationally that impact share prices, property and infrastructure values or interest rates.
- (viii) **Liquidity risk:** Most of the underlying funds can suspend withdrawals from their funds in limited circumstances. This might occur in rare cases such as in the case of natural disasters and extreme financial events. In addition, if the underlying assets of a fund become illiquid then the fund may be unable to sell those assets, which would affect its ability to make payments on time.
- (ix) **Foreign exchange risk:** Where funds are invested in international investments, foreign currency movements could affect the investment performance of the funds. We actively manage currency exposures by deciding whether or not to fully or partially offset the impact of currency movements via entering into foreign exchange transactions. This is known as "hedging".
- (x) **Tax and regulatory risk:** Changes in tax rates and tax rules in New Zealand and the countries in which investments are made by the funds and changes to the KiwiSaver regime and government incentives could have an adverse effect on your investment. If the Scheme ceases to be a PIE, then your taxation on investment income from the Scheme will change.
- (xi) **Operational risk:** Failure of processes and procedures, fraud, loss of key staff, litigation, disruption to business by industrial disputes, systems failures, pandemics, natural disasters and other unforeseen external events which might affect our business or the business of the Scheme could have an adverse effect on your investment.
- (xii) **Product risk:** Changes made to the Scheme from time to time in accordance with the Trust Deed, including any of the funds' objectives, terms, investment policy, fees and charges, minimum amounts, or one or more of the funds being closed or terminated could impact on your investment.
- (xiii) **Counterparty and derivative risk:** Failure by counterparts to honour their contractual obligations could affect the management of the Scheme. Decisions made by investment management professionals, including (in the case of our Growth Funds) the relevant underlying funds manager's decisions to short-sell assets, invest in derivatives and other complex investment instruments or borrow, could increase the risk profile associated with investing in those managers. Losses on any underlying fund are limited to the amount invested.
- (xiv) **UK tax risk:** If you have previously transferred funds from a UK pension scheme to the Scheme you may be liable for UK tax if you later withdraw funds from the Scheme as part of a permitted withdrawal under the KiwiSaver Act. You should seek tax advice in this case.

* See the SIPO for how the Manager defines property and infrastructure investments..

14. Benchmark market indices

Each asset class that the funds have exposure to has a benchmark market index against which the Manager measures performance. The table below shows these indices for each asset class that the funds can be invested in:

ASSET CLASS	BENCHMARK INDEX
Cash	S&P/NZX Bank Bills 90-Day Index
Fixed interest	S&P/NZX Investment Grade Corporate Bond Index
Property & infrastructure	S&P/NZX 50 Index Gross
International equities	MSCI World Index (50% hedged)

The benchmark market index for each of the funds is a composite benchmark. This is determined by using the benchmark market index for each asset class and combining the index returns based on each fund's Target Asset Allocation weighting to each asset class for the relevant period. See the SIPO for more information on benchmarks and Target Asset Allocation weightings.

The performance of the funds compared with their relevant composite benchmark will be provided in the Manager's Fund Updates. See generatekiwisaver.co.nz/fund-updates.

More information on the relevant market indices can currently be found at the following web pages:

- S&P/NZX: us.spindices.com/regional-exposure/asia-pacific/new-zealand
- MSCI: msci.com/indexes

15. Conflicts of interest

We have developed a Conflict of Interest and Related Party Transaction Policy to identify, declare and manage any conflicts of interests.

Possible conflicts we have identified, which affect all of the funds, are:

Staff trading

Any Generate employee involved in the day to day trading of the Scheme investments could reasonably be expected to influence Generate's investment decisions if the employee has, or plans to have, a personal interest in investments or planned investments of the Scheme. For example, if the investment manager had just bought a listed security in their personal capacity this may influence their decision to buy that same security for the Scheme. Any such employee is required to disclose any planned investments they make in their personal capacity into securities that are on the Scheme's Approved Issuer List. Investments in their personal capacity include anything where the relevant staff member is a beneficiary or their spouse and/or any of their children are beneficiaries. When a new security is added to the Approved Issuer List the relevant staff must disclose any interest they have in that security.

Related Party Transactions

Any potential related party transaction must be reported to the Board, an Executive Director or the Compliance Officer. Before the transaction is agreed to or takes place the Executive Directors on behalf of the Board will certify to the Supervisor as to why any related party benefits are permitted (as per section 174 of the FMCA). All related party transactions must be entered on the related party transactions register. Where it is determined that a conflict of interest exists, the relevant director or employee will refrain from participating in any discussion or decision making in relation to the transaction in which they are interested.

16. Glossary

ACC means Accident Compensation Corporation.

Approved Issuer List or AIL means a list of all the assets the Scheme is allowed to invest into.

Attributed PIE Income for an income year is the amount of any income attributed to you by PIEs for that income year.

Attributed PIE Loss for an income year is the amount of any loss attributed to you by PIEs for that income year.

Auditor means Grant Thornton New Zealand Audit Partnership.

Business Day means a day other than Saturday or Sunday on which registered banks are open for general banking business in Auckland and Wellington.

Complying Superannuation Fund means a superannuation scheme that, while not a KiwiSaver scheme, has rules enabling an equivalent lock-in of benefits and has been approved by the FMA as a complying superannuation fund in New Zealand.

Contributions Holiday means temporarily stopping your contributions to KiwiSaver. You can suspend contributions for as little as three months or as long as five years, provided you have been contributing for at least 12 months – or less if you are experiencing hardship. Suspending your savings means that employer contributions to your KiwiSaver account will also stop and you will miss out on that money going into your account.

Custodian means the custodian of the Scheme, currently Generate KiwiSaver Public Trust Nominee Limited, a subsidiary of the Supervisor.

Disclose means the Disclose register maintained by the Registrar of Financial Service Providers, available at business.govt.nz/disclose.

ESCT or **employer superannuation contribution tax** means employer superannuation contribution tax as defined in the Tax Act.

FMA means the Financial Markets Authority.

FMCA means the Financial Markets Conduct Act 2013.

FMC Regulations means the Financial Markets Conduct Regulations 2014.

Fund means any fund established and maintained by us as part of the Scheme.

Government means the New Zealand government.

GST means goods and services tax.

Inland Revenue or **IRD** means the Inland Revenue Department.

Investment Committee means the body described on page 9 and in the SIPO.

Kickstart Contribution Amount means the one-off \$1,000 contribution the Government used to make to a KiwiSaver scheme on behalf of investors when they joined their first KiwiSaver scheme. As from 2:00pm on 21 May 2015, the Government ceased providing the Kickstart Contribution Amount to investors.

KiwiSaver Act means the KiwiSaver Act 2006.

KiwiSaver Scheme Rules means the rules applying under the KiwiSaver Act to every KiwiSaver scheme.

Liabilities means, in relation to a fund or the Scheme, all liabilities of the fund or the Scheme (as the case may be), including liabilities accrued but not yet paid, and any provision which we decide in consultation with the Auditor should be taken into account in determining the liabilities of the fund or the Scheme (as the case may be), but excluding any amount which results from treating Members' interests or Units as liabilities and, where the Scheme is a PIE, where we in our complete discretion consider it appropriate to do so, any income tax liability.

Manager, Generate, we, us or our means Generate Investment Management Limited.

Member means a natural person who has been admitted to membership of the Scheme and who is, or may become, entitled to benefits under the Scheme.

Member Tax Credit means the Crown contribution made to the Scheme at the rate of 50c per dollar for each dollar you contribute from 1 July to the following 30 June (up to a current maximum Crown contribution of \$521.43 a year) which under current legislation will be credited to the Scheme while you are aged 18 or more and until you are able to withdraw all of your savings, are contributing and reside mainly in New Zealand. This assumes that you are not receiving Member Tax Credits for locked-in contributions to a complying superannuation fund.

NAV means net asset value, being the amount produced by deducting the liabilities attributable to each fund from the market value of the assets of that fund.

Participation Agreement means an agreement entered into between us and an employer prescribing certain conditions on which the employer's employees may become Members of the Scheme.

PDS means the product disclosure statement for the Scheme.

Permitted Withdrawal means a withdrawal permitted under the KiwiSaver Scheme Rules.

PIE means a portfolio investment entity, and has the meaning given to that term under the Tax Act.

Prescribed Investor Rate or **PIR** has the meaning given to that term by section YA 1 of the Tax Act.

Registrar means the registrar for the Scheme which, at the date of this document, is MMC Limited.

Qualifying Age means the date you become eligible to withdraw your savings. This is the New Zealand Superannuation age (currently 65) unless you first became a KiwiSaver member after you turned 60 and have not been a KiwiSaver member for more than 5 years.

Salary or Wages has the meaning given to that term in the KiwiSaver Act.

Scheme means the Generate KiwiSaver Scheme.

Scheme Provider Agreement means the scheme provider agreement entered into with Inland Revenue applying from time to time with respect to the Scheme under the KiwiSaver Regulations 2006.

SIPO means the Statement of Investment Policy and Objectives for the Scheme.

Superannuation Scheme means a superannuation scheme registered under the Superannuation Schemes Act 1989 or the FMCA, or any overseas superannuation scheme, in respect of which transfers to or from the Scheme are permissible.

Supervisor means Public Trust.

Tax Act means the Income Tax Act 2007.

Tax Credit Amount means an amount equal to the total amount of Member Tax Credits credited or transferred to the Scheme for your benefit (disregarding, for the purposes of calculating that amount, any positive or negative returns). If your entitlement from the Scheme is a lesser amount, then that will be your Tax Credit Amount.

Trust Deed means the trust deed for the Scheme dated 14 December 2012 (as amended or replaced).

Underlying fund means an investment manager into whose products our funds invest. This term may include, from time to time, investment managers who manage investments on behalf of the funds.

Website means our website at generatekiwisaver.co.nz.

Generate[™]



generatekiwisaver.co.nz