



QUAYSTREET®
ASSET MANAGEMENT

QUAYSTREET KIWISAVER SCHEME

OTHER MATERIAL INFORMATION
28 MARCH 2025


KiwiSaver™
Poua he Oranga

SMARTSHARES LIMITED

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1. GENERAL

This 'Other Material Information' document contains information that is considered by Smartshares Limited ('Smartshares', 'we' or 'us') to be 'material' to the QuayStreet KiwiSaver Scheme (the 'Scheme') that is not contained in the Product Disclosure Statement ('PDS') for the Scheme. This document is provided to meet the requirements of section 57(1) (b) (ii) of the Financial Markets Conduct Act 2013 ('FMC Act').

The Scheme is a KiwiSaver scheme.

2. KEY TERMS OF THE SCHEME

The QuayStreet KiwiSaver Scheme was established under a Trust Deed dated 16 August 2007 and was then known as the ABN AMRO Craigs START KiwiSaver Scheme 2. The Scheme was renamed the Craigs Investment Partners kiwiSTART Defined Scheme on 31 August 2009 and was renamed the QuayStreet KiwiSaver Scheme with effect from 12 September 2016. The Scheme is governed by an amended and restated Trust Deed dated 29 August 2016 but effective from 12 September 2016.

The Scheme only invests in the QuayStreet Funds. The QuayStreet Funds were established under a Master Trust Deed dated 1 June 2016 ('Master Trust Deed'), together with separate Establishment Deeds for each QuayStreet Fund.

We are the manager of the QuayStreet KiwiSaver Scheme and the QuayStreet Funds.

ELIGIBILITY

Any natural person entitled to permanently reside in New Zealand and living in New Zealand (subject to certain exceptions) may apply to join the Scheme as a member by completing an application form attached to the latest PDS.

We may refuse any application without giving a reason.

The KiwiSaver Act 2006 (the 'KiwiSaver Act') sets out how persons who have joined the Scheme, but are not eligible to do so, will be treated.

PARTICIPATING EMPLOYERS

Membership of the Scheme is also available to employees of employers that have chosen the Scheme as their preferred KiwiSaver scheme.

If you are allocated to the Scheme because it is your employer's preferred KiwiSaver scheme and you have not provided an investment direction, your contributions will be invested in the default investment fund.



CONTRIBUTIONS

If you're employed, you can choose to make regular contributions of 3%, 4%, 6%, 8% or 10% from your before-tax salary or wages. Your contribution is deducted by your employer from your salary or wages and paid to the Scheme via Inland Revenue (or 'the IRD'). If you do not choose a rate, the default contribution rate is 3%. You may pay additional regular or lump sum amounts into the Scheme at any time. You can change the rate at which you contribute to the Scheme by talking to your payroll team at your place of work.

Subject to certain exceptions in the KiwiSaver Act, if you are:

- over age 18;
- not yet eligible to receive a retirement benefit;
- contributing at the required contribution rate from your salary or wages,

your employer will be required to make employer contributions to the Scheme of a minimum 3% of your gross salary or wages. Employer contributions are subject to employer superannuation contribution tax. All employer and employee remuneration-based contributions are paid through Inland Revenue.

If you are self-employed (and don't deduct PAYE), or aged over 65 years, or not working, you can make lump sum payments or regular contributions to the Scheme. You can decide the timing and amount of your contributions.

When you reach New Zealand Superannuation qualification age (currently age 65) and become entitled to withdraw your benefit you can continue to make regular contributions from your salary or wages. Your employer may stop contributing.

SAVINGS SUSPENSION

If you are an employee, you may apply to Inland Revenue to stop making contributions to the Scheme by taking a "savings suspension".

You can apply for a savings suspension if:

- 12 months or more have passed since Inland Revenue or any KiwiSaver scheme received your first contribution - in which case your savings suspension can be between three months to one year; or
- Inland Revenue has received at least one contribution from you, and you are suffering or likely to suffer financial hardship - in which case your savings suspension can be for a maximum of three months (unless Inland Revenue agrees otherwise).

See ird.govt.nz/kiwisaver or contact Inland Revenue for more information on how you can apply for a savings suspension.

You may stop or restart a savings suspension by giving notice to us and your employer. However, you may not do so at intervals of less than three months unless your employer agrees.

If you are granted a savings suspension, your employer may also suspend the contributions it makes to the Scheme for your benefit. Your employer's compulsory contributions will resume when you start contributing to the Scheme again via a payroll deduction.

If you are on a savings suspension, you will not receive Government contributions into the Scheme on your behalf unless you have voluntarily made contributions into the Scheme.

INVESTMENT DATES

Your contributions, whether regular or lump sum, will be invested into the Scheme on the next available business day.



GOVERNMENT CONTRIBUTIONS

If you are eligible, for every \$1 you add to your KiwiSaver account, the Government adds 50 cents, up to a maximum Government contribution of \$521.43 – this is called the annual Government contribution. To receive the full Government contribution you must contribute at least \$1,042.86 to your KiwiSaver scheme each year (1 July to 30 June). The Government contribution does not apply in respect of members under age 18, or members who have reached New Zealand Superannuation qualification age (currently age 65) and are entitled to withdraw their benefit, or, subject to certain limited exceptions, in respect of members who do not have their principal place of residence in New Zealand.

No Government contributions will be payable in respect of funds transferred to the Scheme from an Australian complying superannuation scheme.

Any Government contribution will be paid on an annual basis into your account. The contribution will be invested in accordance with your investment direction.

You may be required to give us a statutory declaration stating the periods for which New Zealand was your principal place of residence before you can withdraw your Government contributions.

The Government contribution may cease or change in the future.

WITHDRAWALS

You are eligible to withdraw all your KiwiSaver funds when you reach the age of New Zealand superannuation eligibility (currently 65).

You may be able to make an early withdrawal of part (or all) of your savings under the KiwiSaver rules. There are rules around when each of these withdrawals can be made and how much of your account can be withdrawn. These are summarised below.

If you wish to withdraw funds from the Scheme please complete the appropriate withdrawal form available on our website quaystreet.com/documents. A withdrawal request will generally be actioned once reviewed by us and the Supervisor and confirmed as a valid request.



Buying your first home

You may apply to us to make a one-off withdrawal from the Scheme to help pay for the purchase of your first home or to help pay the initial deposit. There are a number of eligibility requirements, including:

- You have been a KiwiSaver member or a member of a complying superannuation fund for a combined period of at least three years;
- the home you are purchasing is intended to be the home you will mainly reside in; and
- you have not previously owned property (as defined under the KiwiSaver rules).

Any first home withdrawal must be paid into your solicitor's trust account and must be paid prior to settlement. In some circumstances you may still be able to make a withdrawal if you have owned a home before. You must retain a minimum balance of \$1,000 in your KiwiSaver account and any amount transferred from an Australian complying superannuation scheme.

Serious illness

You may apply for a withdrawal on the grounds of serious illness if:

- You have an illness, injury or disability that results in you being totally and permanently unable to work in the job that you are suited by reason of experience, education or training; or
- you have an illness, injury or disability that poses a serious risk of you dying soon.

We will require medical evidence (including a declaration from your registered medical practitioner) before submitting a serious illness withdrawal request to the Supervisor for their review and determination.

Significant financial hardship

You may apply for a withdrawal on the grounds of significant financial hardship.

The sorts of circumstances where that may be available include:

- If you are unable to meet minimum living expenses; or
- if you are unable to meet mortgage repayments on your principal family residence resulting in the mortgagee seeking to enforce the mortgage on the residence; or
- meeting the costs of modifying your home to meet your, or your dependant family member's special needs arising from a disability; or
- meeting the cost of your, or your dependant family member's, medical treatment for an illness or injury; or
- meeting the cost of your, or your dependant family member's, palliative care; or
- meeting the cost of a funeral for a dependant family member.

We will require evidence of your financial position together with a statutory declaration of your assets and liabilities and income and expenditure before submitting a significant financial hardship withdrawal request to the Supervisor for their review and determination. The Supervisor may limit a withdrawal to an amount that, in the Supervisor's opinion, is required to alleviate your hardship.



Life-shortening Congenital Conditions

You may apply for a withdrawal on the grounds of a life-shortening congenital condition if you are suffering from a condition that has existed from the date of your birth and:

- You have a known congenital condition which is likely to shorten your life below the age of 65 (these congenital conditions are identified through regulations); or
- There is medical evidence to verify that your congenital condition is expected to reduce life expectancy below NZ retirement age

We will require a medical certificate from a registered medical practitioner that verifies the condition before submitting a life-shortening congenital condition withdrawal request to the Supervisor for their review and determination. We will also require a statutory declaration acknowledging that your funds are to be released as if you had reached New Zealand Superannuation qualification age and that after withdrawal, you are no longer eligible to receive the Government contribution or compulsory employer contributions.

Permanent emigration from New Zealand

TO AUSTRALIA

You can transfer your Scheme balance to an Australian complying superannuation scheme following your permanent emigration to Australia.

We will require evidence that you have permanently emigrated, including a statutory declaration. You can transfer everything including your contributions, your employer's contributions, the \$1,000 kick-start (if you were eligible), Government contributions and any transferred superannuation funds (if applicable).

TO ANYWHERE ELSE

After one year you may apply for a withdrawal on grounds of permanent emigration.

We will require evidence that you have permanently emigrated, including a statutory declaration. You can transfer your contributions, your employer's contributions and the \$1,000 kick-start (if you were eligible). Government contributions are refunded to the IRD. Any savings transferred from a complying Australian superannuation scheme will remain invested in your account.

Permanent emigration from Australia

If you permanently emigrate to New Zealand from Australia, you may transfer your Australian complying superannuation scheme savings to the Scheme.

You may make a withdrawal of an amount equal to the **amount transferred (excluding any gains or losses on that amount)** from your Australian superannuation scheme when you attain the age of 60 and satisfy the 'retirement' definition in the Australian legislation.

Payment on death

If you die while you are a member of the Scheme, your interest in the Scheme will be paid to your estate or, if your balance does not exceed the prescribed amount (currently \$15,000) and other conditions are met, we may pay your balance to an eligible claimant under the Administration Act 1969.

We will require a certified copy of the death certificate, or probate, or where there is no Will, a Letter of Administration.

Withdrawal to meet tax liability on foreign superannuation withdrawal

If you have transferred savings from a foreign superannuation scheme to a KiwiSaver scheme, you may be able to make a withdrawal to pay tax or make a student loan repayment owing as a result of the transfer.

We will require evidence of the tax liability, including a statutory declaration.

To the extent possible, the withdrawal will be paid to the IRD and not to you.

RELATIONSHIP PROPERTY

We will give effect to any court order relating to a member's relationship property settlement with his or her spouse, civil union partner or de facto partner in accordance with the KiwiSaver Act. You and/or your partner will not be paid an amount which would be greater in value than the benefits which you would have been otherwise entitled to receive.

We will require certified copies of any court orders.



RESTRICTIONS ON WITHDRAWALS

The Scheme cannot suspend member withdrawals. However, we may not be able to process your withdrawal if QuayStreet Fund redemptions have been suspended.

We can suspend redemptions in certain circumstances, including if it believes processing a redemption would be materially prejudicial to the interests of unitholders.

We will process any withdrawal received during a suspension when the suspension is lifted.

TRANSFERS

You may transfer to another KiwiSaver scheme at any time by contracting directly with the provider of that scheme. We will transfer your benefit to that KiwiSaver scheme in accordance with the KiwiSaver Act. Following such a transfer, you will cease to be a member of the Scheme.

We can accept a transfer from any other KiwiSaver scheme or superannuation scheme that you may be a member of.

BENEFITS NOT ASSIGNABLE

Your benefits and rights under the Scheme belong only to you. Subject to the KiwiSaver Act, you may not transfer, assign, charge or mortgage your benefits.

UNCLAIMED BENEFITS

If we are unable to trace you for a period of five years from the later of your last contribution or the date you are entitled to withdraw your retirement benefit, the Supervisor and Manager can apply section 149 of the Trusts Act and transfer your benefit to the Crown.

SIDE-POCKETING

The manager of the QuayStreet Funds may 'side-pocket' certain assets and liabilities of a QuayStreet Fund, with the approval of the Supervisor of the QuayStreet Funds, where it considers that it is in the best interests of unitholders in the QuayStreet Fund to do so.

Side pocketing is the process where specific assets are held separately from other assets within a fund. Assets are side pocketed where, for example, there is a risk they will experience an unusual valuation event or there are liquidity issues. Side-pocketing isolates the impact of the valuation event or liquidity issue to unitholders when the side-pocketing account is created. Future unitholders will not be impacted by this valuation event or liquidity issue.

If assets and liabilities of a QuayStreet Fund are side-pocketed, this may affect our ability to process withdrawals you make from the Scheme.

SINGLE SCHEME, SEPARATE FUNDS

The Scheme operates as a single trust fund. This means that all of the assets of the Scheme are available to meet the liabilities of the Scheme.

Each QuayStreet Fund in which the Scheme invests is a separate investment fund and the assets of one QuayStreet Fund will not be available to meet the liabilities of another QuayStreet Fund.

MANAGER CHOOSES INVESTMENTS

The Scheme only invests in the QuayStreet Funds. Members elect which QuayStreet Funds to invest in through their Investment Direction.

The manager of the QuayStreet Funds chooses the investments of each QuayStreet Fund. The Master Trust Deed, the Establishment Deeds and the Statement of Investment Policy and Objectives of the QuayStreet Funds define the investment objectives, targets, benchmarks and authorised investments. Details are available on the Disclose Register, disclose-register.companiesoffice.govt.nz and the QuayStreet website, quaystreet.com.

CHANGE OF MANAGER

We may retire as Manager upon giving three months' prior notice to the Supervisor, subject to the appointment of a new Manager. We may be removed as Manager only in the following circumstances:

- by a written direction of the Supervisor after the Supervisor certifies that it is in the best interests of members that we are removed;
- if we are substituted by the High Court under the FMC Act; or
- by a special resolution of members.

The power of appointing a temporary new Manager is vested in the Supervisor. The retiring Manager has the power to appoint a permanent manager with the approval of the Supervisor.

SUPERVISOR

The functions of the Supervisor are:

- acting on behalf of members in relation to us, any matter connected to the Trust Deed or the terms of the offer, any contravention or alleged contravention of our obligations as issuer and Manager of the Scheme and any contravention or alleged contravention of the FMC Act by any other person in connection with the Scheme;
- supervising the performance by us of our functions as issuer and Manager of the Scheme and the financial position of us and the Scheme to ascertain that it is adequate;
- holding the property of the Scheme or ensuring that it is held in accordance with the FMC Act; and
- performing or exercising any other functions, powers and duties conferred or imposed on the Supervisor by or under the FMC Act, the Financial Markets Supervisors Act 2011 and the Trust Deed.

CHANGE OF SUPERVISOR

The Supervisor may retire upon giving 30 days' notice to us, subject to the appointment of a new Supervisor. In addition, the Supervisor may be removed from office in the circumstances set out in the FMC Act or by the High Court on application by us.

The power of appointing a new Supervisor is vested in us.

AUDITOR

The Auditor is selected by us after consultation with the Supervisor. The Auditor may at any time be removed by us on the approval of the Supervisor. A replacement Auditor will be appointed by us after consultation with the Supervisor.

EXPENSES

We and the Supervisor are entitled to be reimbursed out of the assets of the Scheme for all expenses, costs or liabilities (including tax) incurred in acting as Supervisor or Manager under the Trust Deed.

AMENDMENTS TO THE TRUST DEED

We and the Supervisor may at any time make any amendment to the Trust Deed if:

- the Supervisor is satisfied that the change does not have a material adverse effect on the members and the Supervisor certifies to that effect; or
- the change is approved by, or contingent on approval by, a special resolution of the members that are or may be adversely affected by the change.

However, no amendment may detract from the main purposes of the Trust Deed, being to provide retirement benefits.

WINDING UP

The Scheme will terminate on the earlier to occur of:

- us resolving to terminate the Scheme;
- the Scheme's registration being cancelled; or
- the Scheme being required to be wound up under the FMC Act.

Upon termination, no new members will be admitted and no further contributions will be received, and we will realise all investments and distribute them in accordance with the Trust Deed, the KiwiSaver Act and the FMC Act.



MEMBERS' LIABILITY

Members do not incur any liabilities (including contingent liabilities) from being a member in the Scheme, other than the liabilities detailed in the Master Trust Deed which include the liability to pay personal tax obligations as described below.

Every member indemnifies the Supervisor and us in respect of any tax payable by the Supervisor or us in respect of that member's interest in the Scheme. Members also have adjustments made to their interests in the Scheme to reflect tax paid or payable on their behalf.

MANAGER AND SUPERVISOR INDEMNITY

Subject to the indemnity limitations in the FMC Act, if we or the Supervisor are held personally liable to any other person in respect of any debt, liability or obligation (including tax) incurred by or on behalf of the Scheme or any action taken or omitted for or in connection with the Scheme, then we or the Supervisor (as applicable) are entitled to indemnity and reimbursement out of the Scheme to the full extent of that liability. The indemnity includes the costs of any litigation or proceedings, including legal fees and disbursements. Under the FMC Act, our rights and the Supervisor's rights to be indemnified are only available in relation to the proper performance of our statutory duties under the FMC Act.

SCHEME VALUATION

The valuation methodology for valuing the Scheme's assets is that the assets are measured at net market value in accordance with the latest accounting standard for the valuation of investments, provided that any managed funds in which the Scheme invests will be valued at the latest available redemption price quoted or published by the issuer or registrar of the relevant managed fund.



3. WHO IS INVOLVED?

THE MANAGER

The manager of the QuayStreet KiwiSaver Scheme is Smartshares Limited ('Smartshares'). Smartshares is a wholly owned subsidiary of NZX Limited.

Our registered office is at:

Level 2
NZX Centre
11 Cable Street
Wellington 6011

We have the following functions as manager of the Scheme:

- offering interests in the Scheme;
- issuing interests in the Scheme;
- managing Scheme property and investments; and
- administering the Scheme.

We may delegate any of our functions but will remain responsible for the acts and omissions of our delegate whether or not the delegate is acting within the terms of its delegated authority. All registry and certain administrative functions have been delegated to Craigs Investment Partners Limited ('CIP').

CIP's contact address is as follows:

Craigs Investment Partners Limited, PO Box 13155, Tauranga 3141.

CONFLICTS OF INTEREST

Smartshares is a wholly owned subsidiary of NZX Limited (**NZX**) and this may result in conflicts of interest, or perceived conflicts of interest for all of the QuayStreet Funds. The QuayStreet Funds can invest in financial products issued by NZX and entities in the NZX group of companies may receive commercial benefits from this. We choose investments for the QuayStreet Funds based on our investment selection process and the relevant Fund's statement of investment policy and objectives. We are not influenced, and are not likely to be influenced, in our investment choices by our relationship with NZX or any other members of the NZX group of companies.

We have internal policies and procedures in place to identify, assess and manage potential conflicts of interest. These include our related party transactions procedure that requires us to certify that a transaction is permitted by the FMC Act or to obtain the Supervisor's consent to the transaction. We must also notify the Supervisor before we enter into a related party transaction.



THE SUPERVISOR

The New Zealand Guardian Trust Company Limited is the Supervisor and custodian of QuayStreet KiwiSaver Scheme. They supervise how we run the Scheme, for the benefit of you and other members.

The Supervisor was granted a licence by the Financial Markets Authority under section 16(1) of the Financial Markets Supervisors Act 2011 to act as a supervisor of registered schemes. More information about the Supervisor's licence, including its conditions, can be obtained at the Financial Markets Authority's website at fma.govt.nz.

If the Supervisor does not hold an appropriate licence, then we would be obliged to seek and appoint another supervisor.

As at the date of this document, the directors of the Supervisor are:

- Robin Flannagan of Auckland;
- Bryan Connor of Auckland; and
- Sarah Graydon of Wellington.

Each of the directors named can be contacted at:

c/- The New Zealand Guardian Trust Company Limited
PO Box 274, Shortland Street
Auckland 1140.

The directors of the Supervisor may change from time to time. A current list of the Supervisor's directors is available online: companies-register.companiesoffice.govt.nz/

4. MATERIAL CONTRACTS

CIP TRANSITIONAL SERVICES AGREEMENT

With effect from 23 February 2023, CIPIML retired and Smartshares was appointed as the manager of the Scheme. CIPIML is a wholly owned subsidiary of Craigs Investment Partners Limited ('CIP'). CIP and Smartshares have entered into a Transitional Services Agreement dated 23 February 2023 pursuant to which CIP has agreed to continue to provide registry and certain administrative functions relating to the Scheme to Smartshares for an agreed transitional period.

INLAND REVENUE SCHEME PROVIDER AGREEMENT

Craigs Investment Partners Superannuation Management Limited and Inland Revenue entered into a KiwiSaver Scheme Provider Agreement for the Scheme on 26 July 2007, as amended from time to time. By a deed of novation and variation to KiwiSaver Scheme Provider Agreement dated 31 August 2016 between Craigs Investment Partners Superannuation Management Limited, QuayStreet Asset Management Limited and Inland Revenue, Craigs Investment Partners Superannuation Management Limited's obligations under the KiwiSaver Scheme Provider Agreement were novated to QuayStreet Asset Management Limited with effect from 12 September 2016. The KiwiSaver Scheme Provider Agreement was updated with effect from 23 April 2021. By a deed of novation and variation to the KiwiSaver Scheme Provider Agreement dated 16 February 2023 between QuayStreet Asset Management Limited, Smartshares and Inland Revenue, QuayStreet Asset Management Limited's obligations under the KiwiSaver Scheme Provider Agreement were novated to Smartshares with effect from 23 February 2023.

RETIREMENT AND APPOINTMENT OF MANAGER

A deed was executed on 22 November 2022 between The New Zealand Guardian Trust Company Limited, QuayStreet Asset Management Limited and Smartshares Limited under which QuayStreet Asset Management Limited retired as manager of the QuayStreet KiwiSaver Scheme and Smartshares Limited was appointed as manager with effect from 23 February 2023.



5. SUMMARY OF POLICIES & PROCEDURES

Smartshares Limited operates under both NZX Limited and Smartshares specific policies, codes and procedures. A summary of those policies is as follows:

SUMMARY OF POLICIES, CODES AND PROCEDURES

STATEMENT OF INVESTMENT POLICY AND OBJECTIVES (SIPO)

The SIPO covers matters such as:

- Responsible investing
- Liquidity and cash flow management
- Pricing and valuation
- Trade allocation and execution
- Trade reconciliation and risk management

The purpose of the SIPO is to document for members and the Supervisor the investment policies of the Scheme. It states each Fund's investment policy and objectives, its performance benchmarks and target asset allocations.

DERIVATIVES POLICY

This policy governs the use of derivative instruments in the QuayStreet Funds. Derivatives can include forward contracts, futures, swaps and options.

ANTI-MONEY LAUNDERING POLICY

Smartshares complies with the Anti-Money Laundering and Countering of Financing of Terrorism Act 2009. Smartshares actively takes measures to guard against being used as a medium for money laundering activities. Smartshares will take reasonable measures to establish the identity of its clients and beneficial owners and will only accept clients once this process has been completed.

CODE OF CONDUCT

The Code of Conduct is a statement of our commitment to integrity and high ethical standards in all that is done at Smartshares and NZX Limited. The Code sets the minimum standards of conduct that we expect from our directors, officers, and employees during all interactions with clients, competitors, business partners, government authorities, shareholders, and each other.

CONFLICT MANAGEMENT POLICY

Smartshares' Conflict Management Policy's purpose is to establish and describe Smartshares' policy and procedures in respect of conflicts of interest that could materially influence its investment decisions or the investments decisions of the external investment managers it has appointed (or both).



FINANCIAL PRODUCTS TRADING POLICY

Insider trading is trading in securities of a public issuer on the basis of inside information. Possession of insider information makes a person an information insider. The objective of this policy is to put in place procedures and controls to ensure that Smartshares' and NZX's directors and employees do not breach the prohibition on insider trading or create any perception of directors or employees trading financial products when they should not do so.

RESPONSIBLE INVESTMENT POLICY

Each QuayStreet Fund, except for the QuayStreet Socially Responsible Investment Fund, is managed in accordance with the QuayStreet Responsible Investment Policy. This policy details how we incorporate environmental, social and governance (ESG) factors within our investment decision-making framework. The QuayStreet Socially Responsible Investment Fund has its own specific investment policy. QuayStreet Responsible Investment Policy is available on the offer register, disclose-register.companiesoffice.govt.nz and the QuayStreet website, quaystreet.com/documents.

SOCIALLY RESPONSIBLE INVESTMENT POLICY

All investments included within the QuayStreet Socially Responsible Investment Fund are selected in accordance with the QuayStreet Socially Responsible Investment Policy (SRI Policy) and each such investment is tested and monitored to ensure ongoing compliance with the standards and criteria in the SRI Policy. The SRI Policy contains information relating to the nature and criteria of socially responsible investment in the QuayStreet Socially Responsible Investment Fund and is available on the offer register, disclose-register.companiesoffice.govt.nz and the QuayStreet website, quaystreet.com/socially-responsible-investment-process.

6. BENCHMARKS AND MARKET INDICES FOR THE QUAYSTREET FUNDS

The QuayStreet Funds' returns are measured against various benchmarks (market indices) as set out in the SIPO. More information about these benchmarks (market indices) can be found on the web pages listed beneath the following table.

BENCHMARKS AND MARKET INDICES	NZ OCR + 2%.	NZ OCR + 6%	S&P/NZX 50 GROSS INDEX	S&P/ASX 200 TOTAL RETURN INDEX	MSCI WORLD (NZD) NET TOTAL RETURN INDEX	MSCI WORLD (100% HEDGED TO NZD) NET TOTAL RETURN INDEX	S&P/NZX INVESTMENT GRADE CORPORATE BOND TOTAL RETURN INDEX	S&P/NZX BANK BILLS 90-DAY TOTAL RETURN INDEX
QuayStreet Fixed Interest Fund							100%	
QuayStreet Income Fund	100%⊗							
QuayStreet Conservative Fund			5%	5%	10%		60%	20%
QuayStreet Balanced Fund			10%	10%	40%		30%	10%
QuayStreet Socially Responsible Investment Fund			10%	10%	40%		30%	10%
QuayStreet Growth Fund			12.5%	12.5%	55%		15%	5%
QuayStreet High Growth Fund			7.5%	7.5%	80%		4%	1%
QuayStreet New Zealand Equity Fund			100%					
QuayStreet Australian Equity Fund				100%				
QuayStreet International Equity Fund					100%			
QuayStreet International (NZD Hedged) Equity Fund						100%		
QuayStreet Altum Fund		100%⊗⊗						

⊗ Our Quarterly Fund Updates and Annual Reports will report the Fund's returns against a composite market index consisting of the S&P/NZX 50 Gross Index (5%), S&P/ASX 200 Total Return Index (5%), S&P/ASX 200 A-REIT Total Return Index (5%), S&P/NZX All Real Estate Index (5%), S&P/NZX Investment Grade Corporate Bond Total Return Index (70%) and S&P/NZX Bank Bills 90-Day Total Return Index (10%). This is due to the Official Cash Rate ('OCR') not being recognised as a market index, as required by the Financial Markets Conduct Act 2013.

⊗⊗ Our Quarterly Fund Updates and Annual Reports will report the Fund's returns against a composite market index consisting of the S&P/NZX 50 Gross Index (50%) and S&P/ASX 200 Total Return Index (50%). This is due to the OCR not being recognised as a market index, as required by the Financial Markets Conduct Act 2013. The hurdle rate of return used for the determination of the performance fee payable is not based on this composite market index, instead the performance fee hurdle rate of return is the OCR plus 6%. This may result in a performance fee being charged even if the Fund's returns do not exceed the composite market index set out above.

Benchmark performance is measured in NZD except for the S&P/ASX 200 Total Return Index which is measured in AUD.



MARKET INDICES WEB PAGES

- S&P/NZX Indices: spglobal.com/spdji/en/regional-exposure/asia-pacific/new-zealand
- S&P/ASX Indices: spglobal.com/spdji/en/regional-exposure/asia-pacific/australia
- MSCI Indices: msci.com/indexes
- RBNZ - OCR: : rbnz.govt.nz/monetary-policy/official-cash-rate-decisions
- S&P/NZX Investment Grade Corporate Bond Index Total Return: spglobal.com/spdji/en/indices/fixed-income/sp-nzx-investment-grade-corporate-bond-index
- NZ 90 Day Bank Bill: spglobal.com/spdji/en/indices/fixed-income/sp-nzx-bank-bills-90-day-index



7. ADDITIONAL INFORMATION ON FEES

The Scheme does not charge members a management fee, as an equivalent management fee is charged within the QuayStreet Funds in which the Scheme invests. This ensures there is no double charging of management fees for members of the Scheme. The management fee charged impacts the value of the Scheme and the Funds a member invests in.

EXPLANATION OF THE ESTIMATES

TOTAL ANNUAL FUND CHARGES

Included in the PDS are 'total annual fund charges', which include estimates of expenses for each QuayStreet Fund and performance fees for the underlying QuayStreet Altum Fund. We have assumed expenses will not materially change from year to year. In preparing the expense estimates we based them on the latest audited financial statements for the QuayStreet Funds. Included are audit and legal fees. We therefore expect the actual expenses for each QuayStreet Fund will be similar to the financial year ended 31 March 2024.

A performance fee was not charged for the QuayStreet Altum Fund in the year ended 31 March 2024. However, the total annual fund charge of 1.35% for this fund includes an estimated performance fee of 0.08%, which has been calculated as an average of the annual performance fee charged over the last five years to 31 March 2024 ('Estimated Altum Fund Performance Fee').

The QuayStreet Balanced Fund, QuayStreet Growth Fund and the QuayStreet High Growth Fund themselves do not charge a performance fee. However, each of those funds invests into the QuayStreet Altum Fund, which may charge a performance fee. The total annual fund charges for the QuayStreet Balanced Fund, QuayStreet Growth Fund and the QuayStreet High Growth Fund include estimated performance fees of 0.01%, 0.02% and 0.01% respectively. The performance fee component for these funds have been calculated as a percentage of the funds' weighted investments in the QuayStreet Altum Fund in the year ended 31 March 2024 with reference to the Estimated Altum Fund Performance Fee.

SCHEME EXPENSES

The Scheme expenses referred to in the PDS are estimated at approximately \$5.00 per annum per member. The Scheme expenses are deducted from your member account. This estimate has been based on the total amount of costs and expenses, including audit and legal fees, recovered during the Scheme's previous financial year on a per member basis.

ADDITIONAL INFORMATION

MANAGER FEES

The Trust Deed provides that we are, subject to the fees not being unreasonable, entitled to be paid and retain the following annual or other fees in respect of the Scheme:

- administration fees;
- management fees;
- entry fees;
- exit fees;
- switching fees;
- membership fees;
- transfer fees; and
- such other fees as we determine from time to time.

The amount of any such fees, and the method of their payment, will be determined by us from time to time and notified to the Supervisor in writing, provided that the total amount of any such fees does not exceed 3% per annum of the net asset value of the assets of the Scheme plus GST. Variable fees (depending on the service provided) are payable to CIP for its services under the Transitional Services Agreement.

SPECIAL FEES

In addition, we are entitled to charge and retain special fees on a time cost (to be calculated on the basis of the normal hourly rates applicable to our relevant personnel) and disbursements basis (plus GST).



SUPERVISOR FEES

The Supervisor is entitled to be paid and retain fees in respect of the Scheme approved by us from time to time. The Supervisor's fees are paid by us out of the portion of the management fee charged within the QuayStreet Funds which relates to the Scheme's investment in the QuayStreet Funds. The fee is based on the gross asset value of each Fund within the Scheme.

TRADING COSTS

The QuayStreet Funds may also incur trading costs when buying and selling investments of a fund. Trading costs may be incurred in the underlying QuayStreet Funds, which will indirectly affect the value of your investment.

FEES MUST NOT BE UNREASONABLE

The KiwiSaver Act 2006 requires certain fees charged by KiwiSaver schemes to be not unreasonable. Members or the Financial Markets Authority can apply to the Court for an order that any unreasonable fee be annulled or reduced. Any such application must be made within 1 year of the day that the fee is imposed or debited.

FEES PAID BY THE MANAGER OF THE QUAYSTREET FUNDS

Smartshares, in its capacity of manager of the QuayStreet Funds, has agreed to meet the fees payable to the registrar, administration managers and supervisor of the QuayStreet Funds (other than any special fees charged by the supervisor of the QuayStreet Funds) from the management fee charged within the QuayStreet Funds. Smartshares, in its capacity of manager of the QuayStreet Funds, has also agreed to pay the valuation-based custody fees charged by the relevant custodian for holding and maintaining securities held by the QuayStreet Funds. The QuayStreet Funds pay any transactional fees charged by the custodian of the QuayStreet Funds. This may change, in which case the fees payable to the custodian, registrar, administration managers and supervisor of the QuayStreet Funds would be paid directly out of each Fund. Smartshares, in its capacity of manager of the QuayStreet Funds, may, in respect of the QuayStreet Funds, agree to change the fees with these parties, subject to any restrictions contained in the Master Trust Deed and/or Establishment Deeds, including any notice requirements.

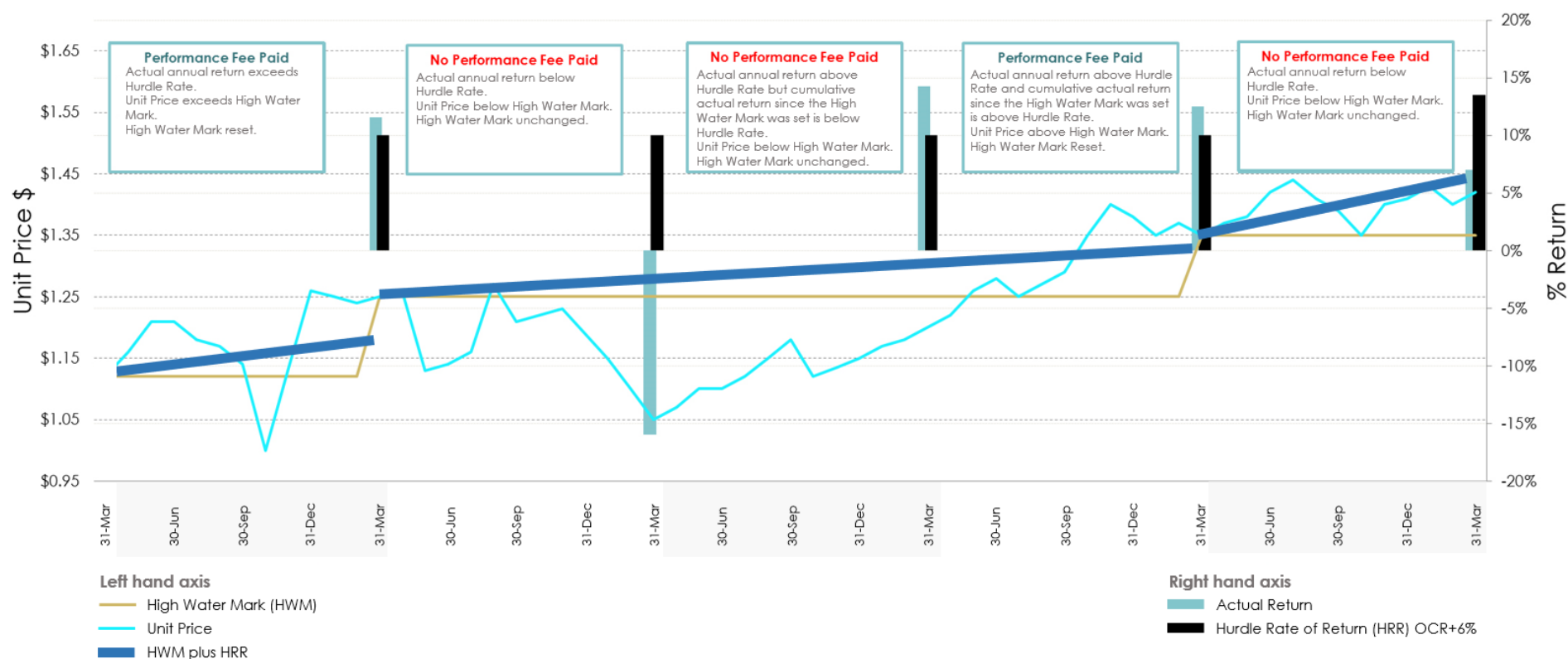
In addition, the supervisor of the QuayStreet Funds is entitled to charge special fees for services of an unusual or onerous nature outside that supervisor's regular services. There is no limit on such special fees. These special fees are not paid out of the QuayStreet Funds' management fee.

GST will be added to any fees, if applicable, at the prevailing rate.

For more details on fees paid by Smartshares within the QuayStreet Funds, see the latest 'QuayStreet Funds Other Material Information' document available on the offer register, disclose-register.companiesoffice.govt.nz and quaystreet.com.

QUAYSTREET ALTUM FUND PERFORMANCE FEE CALCULATIONS (ILLUSTRATIVE REPRESENTATION)

We are entitled to receive a performance fee in respect of the investment performance of the QuayStreet Altum Fund, which is one of the QuayStreet Funds in which the Scheme invests. Investments in the Scheme's QuayStreet Altum Fund are invested by the Scheme in the underlying QuayStreet Fund of the same name. In calculating that performance fee, the QuayStreet Altum Fund must return more than the hurdle rate since the high water mark was last set, and the unit price must be above the high water mark. Where the Fund's returns do not exceed the hurdle rate, no performance fee is paid. Where the current unit price is below the high water mark no performance fee will be accrued or paid, irrespective of the Fund's returns. The chart below shows a variety of scenarios relating to the performance of the fund against the hurdle rate and the unit price in relation to the high water mark. The unit price performance is calculated for **illustrative purposes only and is not indicative or representative** of actual or expected returns.





8. ADDITIONAL INFORMATION ON TAX

The following statements in relation to taxation are of a general nature only and are based on current tax legislation. That legislation may change. Tax treatment may vary depending on your individual circumstances. We recommend that you seek professional tax advice. We and the Supervisor do not take any responsibility for your taxation liabilities. Returns to you are likely to be affected by taxation. The taxation rules applying to the Scheme are set out below.

As a portfolio investment entity (PIE), the Scheme will attribute all taxable income (or losses) across all members based on the value of holdings in the Scheme. Tax is calculated on income attributed to you at your nominated Prescribed Investor Rate (PIR). The PIR for individuals is capped at 28%.

YOUR RESPONSIBILITIES

You must advise us of your IRD number within six weeks of joining the Scheme. You must also advise us of your applicable PIR when you join the Scheme, and when your details change.

If you do not notify us of your IRD number, your PIR, or if your PIR changes, you may be taxed at a default rate.

We may be instructed by the Inland Revenue to apply a PIR they have determined. The Inland Revenue will notify you directly if this occurs.

If the rate applied to your PIE Income is lower than your correct PIR you will be required to pay any tax shortfall as part of the income tax year-end process. If the rate applied to your PIE income is higher than your 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 by the Inland Revenue.

We are required to provide you with an annual tax certificate, which will include the PIE income attributed to you and the amount of tax paid at your PIR.

HOW TO WORK OUT YOUR PRESCRIBED INVESTOR RATE (PIR)

To work out the PIR, go to ird.govt.nz/roles/portfolio-investment-entities/find-my-prescribed-investor-rate.



APPLYING TAX RULES TO THE FUNDS

The Scheme's tax liability on PIE income is attributed to its members and will be deducted from each member's interests in the Scheme at the following times in respect of each tax year:

- At the end of the tax year (following 31 March);
- Upon any full or partial withdrawal or switch; or
- If at any time the balance of the remaining holdings is, or could potentially become, insufficient to cover the Scheme's accrued tax liability on income attributed to the member. We will consider potential market movements when determining whether the remaining holdings are of sufficient value to cover the tax liability.

The QuayStreet Funds invest in foreign markets and the returns on these investments are subject to foreign withholding tax. This tax is deducted at source and the QuayStreet Funds receive net tax paid income. The withholding tax rates, and income determination rules may change from time to time.

The tax paid by the Scheme on your share of the income is generally a final tax (that is, the income need not be included in your income tax return). However, the tax paid by the Scheme will not be a final tax if you select a PIR that is too low, or if you have recently become a New Zealand tax resident and have elected to disregard foreign sourced income derived prior to becoming a New Zealand tax resident when calculating your PIR.

Taxation of foreign superannuation

Members seeking to transfer foreign superannuation entitlements to the Scheme should seek professional taxation advice as to the impact of these rules.



9. ADDITIONAL INFORMATION ON RISK

All investments involve risk. There is a chance with any investment of an uncertain outcome, where the actual return is different to what was expected.

Risk can cause the value of an investment to go up or down (i.e. be volatile). The extent of any volatility will depend on the specific investment and general market conditions. In extreme circumstances, risk can result in losses which can erode an investment's entire value.

The risks identified below are additional to those referred to in our Product Disclosure Statement.

OTHER RISKS

Other risks that are not reflected in the risk indicator include:

GENERAL BUSINESS RISK

Disruption to the operations of the Scheme through such events as the loss of key personnel, failure of processes and procedures, the extended loss of power, technology failure, or the destruction of premises.

DERIVATIVE RISK

The QuayStreet Funds into which the Scheme invests may invest in derivatives, such as forward contracts, futures, swaps and options. Derivatives may be leveraged (where the QuayStreet Fund exposure exceeds the assets invested in the QuayStreet Fund) and small changes in the value of the underlying assets may significantly increase losses to the QuayStreet Fund.

COUNTERPARTY RISK

A third party may default on their obligations resulting in a loss of value in an investment.

REGULATORY RISK

Future changes to legislation or applicable regulations (including New Zealand and international taxation legislation), which could affect the operation the Scheme or members' interests in the Scheme. The Trust Deed could be amended in a manner that is required or permitted by law that has the effect of reducing the value of members' interests or restricting access to members' entitlements.

INSOLVENCY RISK

The Scheme becoming insolvent or being otherwise unable to meet its financial obligations. If this occurs, members may not recover the full amount of their interest in the Scheme.

PIR RISK

We may either over or underpay tax within the Scheme on a member's behalf, for example, as a result of a member providing us with the wrong PIR or not advising us to change that rate when it needed to be changed. If tax is underpaid, the member will be obliged to pay additional tax (and potentially penalties or interest) to the IRD.

PIE REGISTRATION RISK

If the Scheme fails to satisfy any eligibility criteria for PIE status and that failure is not remedied within the permitted period under the Income Tax Act 2007, the Scheme could lose its PIE status. If the Scheme was to lose PIE status, the Scheme would be taxed at the rate of 28% rather than at each member's PIR. The tax exemption for gains on sale of certain New Zealand and Australian shares (including units in unit trusts) would also cease to apply to the Scheme if PIE status was lost.



ASSET ALLOCATION RISK

Asset allocation risk is the risk generated by the mix of asset classes within the Scheme or a Fund, or the sector and country investment decisions within markets. Research has shown that asset allocation is an important contributor to a Fund's overall investment return. The Funds that have more defensive assets (fixed interest and cash) are likely over time to provide a lower return with smaller fluctuations in that return. The Funds that have more growth assets (shares and property) are likely over time to provide a higher return but with larger variability in the returns from year to year. Sometimes returns can be negative. The asset allocation risk can impact both a Fund's absolute return and its relative return compared to similar funds that have a different asset allocation.

ASSET CLASS RISK

Asset class risk involves the risks associated with two primary asset classes: defensive assets and growth assets. Defensive assets are also called "income assets" as from a tactical asset allocation standpoint they provide income rather than capital growth.

Defensive assets

Defensive assets, such as fixed interest securities, term deposits and cash, have different risk characteristics to growth assets, such as shares.

The performance of defensive assets is usually more closely aligned to changes in interest rates than growth assets. A rise in interest rates will generally result in a decrease in the value of a defensive asset and the longer the period to maturity the greater the decline in the value of a defensive asset will likely be. Credit quality will also affect value and if a company has a credit rating downgrade then the value of a defensive asset issued by it may fall. In extreme circumstances, if an issuer defaults on its obligations, a defensive asset issued by it may be worthless.

Some of these risks may be mitigated by holding securities across different issuers, with different credit quality and maturities.

Growth assets

The value of a growth asset, such as shares and property, is reflected in the market price of the asset. Prices are generally driven by a company's performance. If the company performs poorly, or if it needs to reduce or stop paying dividends, its share price will usually decline. There are also many broader market forces that can negatively affect the value of shares, such as a weak economy, increased regulation, political uncertainty or negative investor sentiment. Issues like these, as well as many others, can result in lower share prices.



10. OTHER INFORMATION / DISCLAIMERS

This information is issued by Smartshares Limited, a wholly owned subsidiary of NZX Limited. Smartshares is the Manager of the QuayStreet KiwiSaver Scheme.

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