



BNZ Term PIE

Product Disclosure Statement

Issued by BNZ Investment Services Limited - 26 April 2024

This document applies to applications made on or after 1 May 2024.

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



1. Key information summary

What is this?

This is a managed investment scheme. Your money will be pooled with other investors' money and invested solely in a New Zealand dollar interest-bearing deposit with Bank of New Zealand (BNZ). BNZ Investment Services Limited (BNZISL, we, us, and our) will invest your money and may charge you a break fee if you make an early withdrawal request.

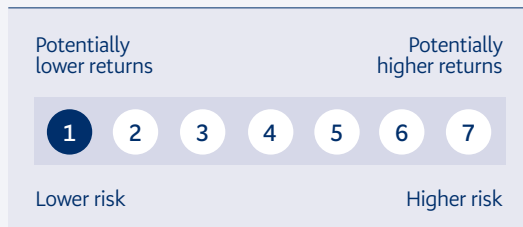
The returns you receive will be the rate of return agreed when you invest and the return of your principal amount on the agreed maturity date. The break fee you may be charged if you make an early withdrawal is described in this document.

What will your money be invested in?

BNZ Term PIE

- Invests solely in a New Zealand dollar interest-bearing deposit with BNZ.
- Aims to give you an alternative that could be more tax-efficient than a term deposit.

Risk indicator



- A break fee may be charged if you make an early withdrawal request.

➤ See section 5 'What are the fees?' for more information

➤ See section 4 'What are the risks of investing?' for an explanation of the risk indicator and for information about other risks that are not included in the risk indicator. To help you clarify your own attitude to risk, you can seek financial advice, or work out your risk profile at sorted.org.nz/tools/investor-profiler

Who manages BNZ Term PIE?

BNZISL is the Manager of BNZ Term PIE (also referred to as the Fund or Scheme).

➤ See section 7 'Who is involved?' for more information.

What are the returns?

When you invest you will be issued units in BNZ Term PIE. These units have a price and represent your investment in BNZ Term PIE. The returns on your investment are determined by the rate of return and the investment term agreed with you at the time of your application. The rate of return and investment term cannot be changed after the units in your account have been issued.

When you apply, you choose a frequency of returns – how often you want your returns distributed during your investment term. This is used to work out your distribution dates.

There is a special distribution for tax purposes on or around 31 March in each year.

The current offer of rates of return, investment terms, and frequency of returns for new investments in BNZ Term PIE can be found online at bnz.co.nz/termpie. These offers are changed from time to time – BNZ doesn't have to tell you when they change.

On the maturity date, your balance is paid out or reinvested according to your instructions when you applied. If you do not provide any instructions, your account balance is paid into your nominated bank account.

There are currently no fees charged in relation to BNZ Term PIE (other than any break fee).

➤ For more information, see section 2 'How does this investment work?'

How can you get your money out?

You can make a request to break your investment at any time. A break fee may apply.

- See section 2 ‘How does this investment work?’ for more information about transacting.
- See section 5 ‘What are the fees?’ for more information about break fees.

Subject to BNZ's prior consent, your investment in BNZ Term PIE can be sold but there is no established market for trading these financial products. This means that you may not be able to find a buyer for your investment.

The Governing Document allows us to decline to register the transfer of your units in BNZ Term PIE to another person in certain circumstances.

How will your investment be taxed?

BNZ Term PIE is a portfolio investment entity (PIE).

The amount of tax you pay in respect of a PIE is based on your prescribed investor rate (PIR). To determine your PIR, go to ird.govt.nz/pir

- See section 6 of the PDS ‘What taxes will you pay?’ on page 12 for more information.

Where can you find more key information?

We are required to publish quarterly updates for the Fund. The updates show the returns, and the total fees actually charged to investors, during the previous year. The latest fund updates are available at bnz.co.nz/termpie. We or BNZ will also give you copies of those documents on request.



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This document contains information about the way BNZ Term PIE works. BNZ Term PIE is an investment product and investment products can be complex. If you do not understand or are unsure of any of the information contained in this document, we recommend you seek financial advice before investing.

BNZ Term PIE is designed to provide investors an alternative that could be more tax-efficient than a BNZ term deposit. If you are unsure about whether BNZ Term PIE is tax efficient for you, we recommend you seek independent tax advice before investing.

Investments made in BNZ Term PIE are not bank deposits or other liabilities of Bank of New Zealand (BNZ) or any other member of the National Australia Bank Limited (NAB) group. They are subject to investment risk, including possible delays in repayment. You could get back less than the total contributed. No person (including the New Zealand Government) guarantees (either fully or in part) the performance or returns of BNZ Term PIE or the repayment of amounts contributed. NAB, the ultimate owner of BNZ, is not a registered bank in New Zealand but a licensed bank in Australia and is not authorised to offer the products and services mentioned in this document to customers in New Zealand.

BNZ Investment Services Limited (BNZISL) uses the BNZ brand under licence from Bank of New Zealand, whose ultimate parent company is National Australia Bank Limited. No member of the FirstCape group (including BNZISL) is a member of the NAB group of companies (NAB Group). No member of the NAB Group (including Bank of New Zealand) guarantees, or supports, the performance of any member of FirstCape group's obligations to any party.



2. How does this investment work?

BNZ Term PIE is governed by a trust deed (Governing Document). The Governing Document describes the rules of BNZ Term PIE.

BNZ Term PIE is designed to provide investors an alternative that could be more tax-efficient than a BNZ term deposit.

The returns on your investment are determined by the rate of return and the investment term agreed with you at the time of your application. Once agreed, they cannot be changed.

➔ **For more information about the current rates of return and investment terms that are available, visit BNZ's website: bnz.co.nz/termpie**

These offers change from time to time – BNZ doesn't have to tell you when they change.

Your account is locked in for the whole investment term you selected when you applied, unless you withdraw some or all of your account balance early. A break fee may apply for an early withdrawal.

Once your application has been processed and you have been issued your units, you will only be able to make changes to your account with BNZ's consent (which they may withhold for any reason). However, if you cancel your investment within the first seven days of being issued your units, your investment amount will be returned to you without interest.

➔ **For more information about the Governing Document, see *Other Material Information – More about BNZ Term PIE*.**

How your money is invested

BNZ Term PIE invests solely in a New Zealand dollar interest-bearing deposit with BNZ, which carries the same level of risk as a BNZ term deposit.

When you invest in BNZ Term PIE, your money is pooled with other investors' money and deposited in an interest-bearing deposit account at BNZ. Units in BNZ Term PIE represent a beneficial interest in the assets of BNZ Term PIE overall, and do not represent an interest in any particular property of BNZ Term PIE.

Investments made in BNZ Term PIE are not bank deposits or other liabilities of Bank of New Zealand (BNZ) or any other member of the National Australia Bank Limited (NAB) group. They are subject to investment risk, including possible delays in repayment. You could get back less than the total contributed. No person (including the New Zealand Government, BNZISL, NAB, any member of the FirstCape group of companies or the Supervisor) guarantees (either fully or in part) the performance or returns of BNZ Term PIE or the repayment of amounts

contributed. NAB, the ultimate owner of BNZ, is not a registered bank in New Zealand but a licensed bank in Australia and is not authorised to offer the products and services mentioned in this document to customers in New Zealand.

You will be issued units in BNZ Term PIE when you invest (and these issued units will comprise your account). Each unit will have a unit price of \$1 when they are issued to you. Your account will have the rate of return and investment term agreed at the time of your application.

A separate account is created for you for each holding of your units with a different maturity date and rate of return. You can choose to have separate accounts for holdings of units with the same maturity date and rate of return – tell BNZ when you apply.

If you apply to join BNZ Term PIE jointly with another person, you will hold the account jointly and be subject to the BNZ standard terms for joint accounts.

Distributions

You select the frequency of your distributions during the investment term on your application form (which will set out the distribution options available for your chosen investment term) when you apply. Each distribution date is calculated to comply with your instructions.

Distributions are then paid in accordance with your instructions. For distributions during the investment term, you have the option for the distribution to be paid to your nominated bank account, or have that distribution reinvested.

Reinvestment of distributions

If you instruct BNZ to reinvest your distributions, the distributions will be reinvested into your account at the frequency you have selected in your application form. The rate of return and maturity date on your account will also apply to any distributions reinvested in that account.

You can change your distribution instructions within the first seven days from being issued your units. If you wish to make a change after the first seven days of being issued your units, you must first obtain BNZ's prior consent (and BNZ may withhold consent for any reason).

BNZ Term PIE structure

BNZ Term PIE is a trust, created by us as Manager and The New Zealand Guardian Trust Company Limited (NZGT) as Supervisor. The way the trust operates is set out in the Governing Document. Our role is to manage BNZ Term PIE in line with the Governing Document. NZGT's role is to supervise how we do this and to hold all the assets in BNZ Term PIE as the custodian.

➔ For more information on the role of the Supervisor, see section 7 'Who is involved?'

The assets of BNZ Term PIE cannot be used to meet the liabilities of any other scheme.

Joining the Scheme

To join BNZ Term PIE, you must first be a BNZ customer (or become a customer at the time of your application) and have a BNZ transaction account. You must also complete the application form.

The minimum investment amount is \$2,000 (being 2,000 units) for each application. The minimum account balance is \$2,000. These minimums may be changed at any time. Each time you apply, the minimum amount that is current at that time will be used.

Rates of return advertised as 'specials' can set a different minimum amount for that offer.

Part or all of your application for units may be declined for any reason.

You can only pay for your units in New Zealand dollars.

You can pay for your units using a BNZ bank account.

If your payment fails – for instance, it is not accepted or reversed – you will not be issued units for that payment and any units already issued based on that payment will be cancelled.

Making investments

You can apply to invest in BNZ Term PIE at any time, at the rate of return and investment term you select from those offered at the time of your application. Each investment (other than a distribution reinvestment as described above) will be treated as a new application. New units issued under an application will be held in a separate account.

Withdrawing your investments

The investment term for your account is agreed at the time of your application. Your investment is locked in for the entirety of this investment term, unless you withdraw all (or part) of your account early. You must obtain BNZ's agreement to make an early withdrawal, and BNZ may use its discretion in whether or not to accept any application for early withdrawal.

Payment on maturity

On the maturity date (the expiry date of your account), all of the units in your account are redeemed and you will be paid:

- the lower of \$1 and the current unit value for each unit redeemed; plus
- all returns you are entitled to since the last distribution date; less
- any fees and taxes that are payable (currently, no fees are payable for a withdrawal on maturity).

Payment will be made to your nominated bank account, or (if instructed to do so) the funds will be used to make a new application to invest in BNZ Term PIE. If there are no instructions from you, your returns will be paid to your nominated bank account.

If the maturity date falls on a weekend or public holiday, it will automatically be rescheduled to fall on the business day before and the investment term of your account will be adjusted to match.

Why choose BNZ Term PIE?

Investing in BNZ Term PIE offers you a range of benefits.

- BNZ Term PIE invests into BNZ deposits, and offers an alternative that could be more tax-efficient than a term deposit.
- The investment term and rate of return are agreed before you invest.
- It's easy to see your BNZ Term PIE investment in the BNZ app or BNZ Internet Banking.

Early withdrawal

You may request an early withdrawal of all (or part) of your account for two reasons:

- you give at least 31 days' notice; or
- you are experiencing hardship.

Early withdrawal on notice

You may, by giving at least 31 days' notice, request an early withdrawal of some or all of your account. If the 31st day of your notice is not a business day, you will be paid your requested amount on the next business day.

Early withdrawal due to hardship

You may, if you are experiencing hardship, request an early withdrawal of some or all of your account. BNZ may use its discretion in determining if you meet its hardship requirements, and may request further information from you.

Hardship means a sudden and unforeseen event causing you to urgently need money from your account to pay for necessary expenses.

If BNZ consents to your request for early withdrawal, a break fee may apply (which will be charged from your account). The break fee is charged on the date of your early withdrawal. When you make an early withdrawal request you will be told your approximate break fee. If you change your mind about going ahead with the early withdrawal, you must tell BNZ immediately that you are revoking your request before the withdrawal is processed.

If your early withdrawal request is for all of your account, then all of the units in your account are redeemed and you will be paid:

- the lower of \$1 and the current unit value for each unit redeemed; plus
- all returns you are entitled to since the last distribution date; less
- any fees and taxes that are payable (you may be charged a break fee for an early withdrawal).

If your early withdrawal request is for part of your account, then the number of units required to pay you the requested amount will be redeemed from your account and paid to you. The number of units redeemed will be calculated by taking into account:

- the price of the units, which is the lower of \$1 and the current unit value for each unit redeemed; less
- any fees and taxes that are payable (you may be charged a break fee for an early withdrawal). Returns are not paid at the time of an early withdrawal if you withdraw just part of your account.

Payment is made to your nominated bank account.

- **For more information on break fees for early withdrawals, see section 5 'What are the fees?'**
- **For more information on taxes, see section 6, 'What taxes will you pay?'**

Your early withdrawal request may be adjusted if:

- after the withdrawal the value of your account is less than \$2,000, in which case your request will be declined or you will be required to withdraw the entirety of your account;
- the amount you request to withdraw early is greater than the value of your account, in which case your withdrawal request will be processed as if you had requested a full withdrawal.

Cancellation within the first seven days of opening your account

You do not need to give 31 days' notice or need to be experiencing hardship if you request to cancel your account within the first seven days of opening your account. Your investment amount will be returned to you without interest if you request to cancel your account within the first seven days of opening your account.

How can I make an early withdrawal request?

You can contact BNZ to make an early withdrawal request:

- online through BNZ Internet Banking
- by using the BNZ app
- by calling BNZ on 0800 275 269
- by visiting a BNZ branch.

Delays in payment

In respect of any payment to you, we may suspend or delay payment to you if we reasonably decide that we have a good reason to do so. This includes if we consider a payment:

- is not desirable; or
- is against the interest of the members of BNZ Term PIE; or
- would or may cause BNZ Term PIE to become ineligible as a PIE.

You will be notified if we suspend or delay paying you a withdrawal.

- **For more information on how BNZ Term PIE works, including joining, making investments and withdrawals, see *Other Material Information - More about BNZ Term PIE.***

3. Description of BNZ Term PIE

BNZ Term PIE

- Invests solely in a New Zealand dollar interest-bearing deposit with BNZ.
- Aims to offer an alternative that could be more tax-efficient than a term deposit.

Risk indicator¹

Potentially lower returns
Potentially higher returns

1

2

3

4

5

6

7

Lower risk
Higher risk

Target investment mix

Income assets 100%

Growth assets 0%



100%

Cash & cash equivalents

Minimum suggested investment timeframe

There are a range of investment terms available, the shortest being one month.

How the Fund invests

BNZ Term PIE’s objective is to provide an investment similar to BNZ term deposits in a structure that may be more tax efficient for an investor. It can only invest in deposits with BNZ. The Statement of Investment Policy and Objectives (SIPO) sets out details about how we manage BNZ Term PIE, including the investment strategy and objectives, the target investment mix and allowable investment ranges of BNZ Term PIE. We can change the SIPO after consulting the Supervisor. Any material changes to the SIPO will be advised in the BNZ Term PIE annual report, or in accordance with the Governing Document. The SIPO is available free of charge on the Disclose Register online at companiesoffice.govt.nz/disclose. Further information about the assets in the Fund can be found in the fund updates at bnz.co.nz/termpie

Responsible investment

Due to the nature and features of BNZ Term PIE, BNZISL’s responsible investment policy does not apply to the Scheme.

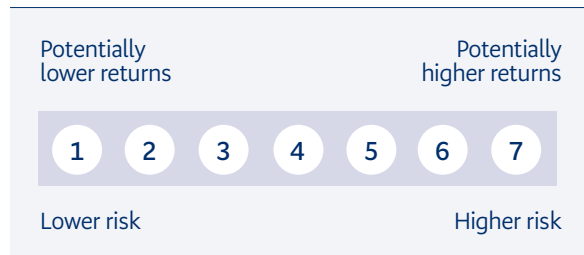
BNZ has, however, made various general commitments with regards to sustainability in the operation of its business. See bnz.co.nz/sustainability for further information.

¹ For more information on the risk indicator and the risks of investing, see section 4.

4. What are the risks of investing?

Understanding the risk indicator

Managed funds in New Zealand must have a standard risk indicator. The risk indicator is designed to help investors understand the uncertainties both for loss and growth that may affect their investment. You can compare funds using the risk indicator.



The risk indicator is rated from 1 (low) to 7 (high). The rating reflects how much the value of the fund's assets goes up and down (volatility). A higher risk generally means higher potential returns over time, but with more ups and downs along the way.

To help you clarify your own attitude to risk, you can seek financial advice or work out your risk profile at sorted.org.nz/tools/investor-profiler

Note that even the lowest category does not mean a risk free investment, and there may be other risks that are not captured by this rating.

This risk indicator is not a guarantee of a fund's future performance. The risk indicator is based on the returns data for the last five years. While risk indicators are usually relatively stable, they do shift from time to time. You can see the most recent risk indicator in the latest fund update for this fund.

➤ For the risk indicator rating for each Fund, see section 3 'Description of BNZ Term PIE'.

General investment risks

There are no general investment risks which affect the risk indicator for BNZ Term PIE. BNZISL has determined that the risk indicator for BNZ Term PIE should be 1 because of the fixed nature of returns on a BNZ Term PIE investment.

Other specific risks

Some of the specific things that may affect a BNZ Term PIE investment, are:

- **BNZ counterparty risk**

The risk that BNZ, in breach of its obligations under the manufacturing and distribution agreement, fails to pay back the initial capital and/or interest on funds deposited with the bank by BNZ Term PIE. This may mean you are not paid the returns agreed, or that there are delays in you receiving payment of your returns.

- **Tax risk**

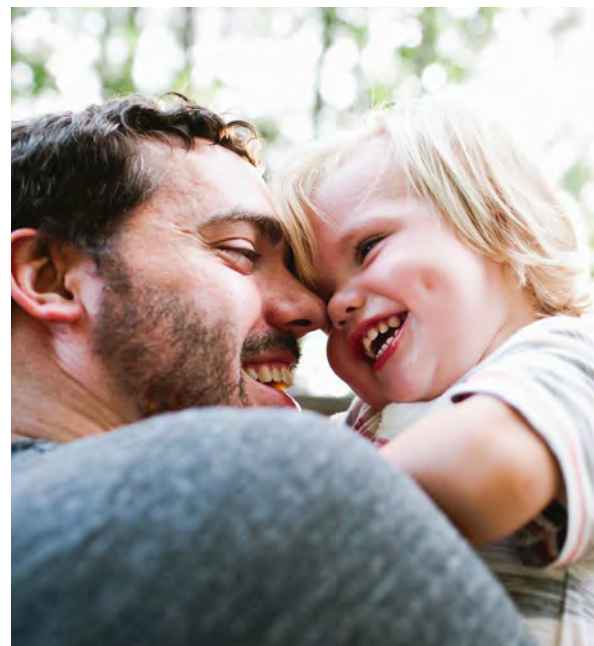
The risk that BNZ Term PIE loses its PIE status. If BNZ Term PIE lost its Portfolio Investment Entity (PIE) status, it would be taxed at the corporate rate of 28% instead of the prescribed investor rates of individual members. This could affect the returns to members.

- **Illiquidity risk**

The risk that circumstances change over the agreed investment term, which results in your returns being less than what they could be. This may be because you incur a break fee on an early withdrawal or because available interest rates increase over the term of your investment.

If any of these or other risks (such as legislative risk, suspension of payments or wind-up risk) eventuate, this could mean you lose some or all of your investment in BNZ Term PIE.

➤ For more information about these and other risks which may affect BNZ Term PIE, see *Other Material Information - More about BNZ Term PIE*.



5. What are the fees?

You may be charged a break fee if you withdraw your investment early. Any break fee will be deducted from your investment and will reduce your returns. If you cancel your investment within the first seven days of being issued your units, your investment amount will be returned to you without interest.

Annual fund charges and expenses

Currently, there are no annual fund charges or other fees or charges applicable to BNZ Term PIE apart from any break fee.

We pay the following fees on behalf of BNZ Term PIE:

- the Supervisor's fee
- administration costs (such as audit fees, registry services and unit pricing and accounting services) incurred by BNZ Term PIE.

While we do not currently do so, we may charge fees to BNZ Term PIE or seek reimbursement from BNZ Term PIE to cover:

- Any unexpected fees and expenses, where agreed with the Supervisor. There is no limit on these fees and expenses; and
- Reimbursements from BNZ Term PIE (to us or the Supervisor) for all expenses, losses, costs or liabilities (including any legal costs) incurred in managing or supervising BNZ Term PIE.

Break fee (early withdrawal fee)

If your request for an early withdrawal is accepted by BNZ, you may be charged a break fee (which is a withdrawal fee). No break fee applies if units in your account are being redeemed on maturity. The break fee is calculated by using the formula below:

Dollar amount requested to be withdrawn x (days invested/365) x (actual investment rate - break rate)

The actual investment rate is the rate of return agreed with you at the time of your application.

The break rate is the standard rate that would have applied in respect of the units for the shorter term of your account until the date of the early withdrawal (as though that rate was being determined at the time of the original investment), minus an interest rate adjustment.

The current interest rate adjustment is 2%. The interest rate adjustment may be changed from time to time.

If the break fee is negative or zero, you will not be charged the break fee.

GST

Break fees currently don't include GST.

If necessary, GST will be added.

The fees can be changed

We may:

- make changes to the fees for BNZ Term PIE
- introduce new fees (including individual action fees, that apply to specific decisions or actions).

We can only do this in line with the Governing Document. The Supervisor's fees may be changed by agreement with us.

If we increase fees or introduce new fees, we will give you and the Supervisor 30 business days' prior written notice.

We must publish a fund update showing the fees actually charged during the most recent year. Fund updates, including past updates, are available at bnz.co.nz/termpie



Example of how break fees apply to an investor

Scott invests \$10,000 in BNZ Term PIE for one year at an agreed rate of return of 4.5% p.a. He has a starting value of his investment of \$10,000.

After receiving and approving a request for early repayment, subject to waiting the required 31 days, BNZ processes a full withdrawal of Scott's \$10,000 investment on day 220 of the investment term.

The standard rate of return that would have applied for a 220 day term at the time Scott first made the investment was 3.3% p.a.

The break fee would be calculated on this basis:

- dollar amount requested to be withdrawn: \$10,000
- days invested: 220 days
- actual investment rate: 4.5% p.a.
- rate of return for 220 days: 3.3% p.a.
- break rate: 1.3% p.a. (3.3% p.a. – 2% p.a.)

See the latest fund update for an example of the actual returns and fees investors were charged over the past year.

This example applies only if an early withdrawal request is made and accepted by BNZ.

Estimated break fee:

Break fee: \$192.88

Example of returns paid on maturity

Alex invests \$10,000 in BNZ Term PIE for one year at an agreed rate of return of 4.5% p.a. He has a starting value of his investment of \$10,000.

Alex's instructions were to pay any distribution to his nominated account on maturity.

After one year, Alex's investment matures, and after his units are redeemed, he is paid:

- the initial investment: \$10,000
- rate of return for one year at 4.5% p.a.: \$450

No fees are applicable if the investment is held to maturity.

6. What taxes will you pay?

BNZ Term PIE is a portfolio investment entity. The amount of tax you pay is based on your prescribed investor rate (PIR).

To determine your PIR, go to ird.govt.nz/pir. If you are unsure of your PIR, we recommend you seek professional advice or contact the Inland Revenue Department.

It is your responsibility to tell BNZ your PIR when you invest or if your PIR changes. If you do not tell BNZ, a default rate may be applied.

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.

BNZ Term PIE is designed to provide investors an alternative that could be more tax-efficient than a BNZ term deposit. If you are unsure about whether BNZ Term PIE is tax efficient for you, we recommend you seek independent tax advice before investing.

BNZ Term PIE is not a foreign investment zero-rate or foreign investment variable rate portfolio investment entity.

We will pay any tax payable on your investment on your behalf. We do this by cancelling units in your account. If we receive a tax refund for you, we will use it to issue more units on your behalf. The amount of tax we will pay is based on your PIR and your share of your account's taxable income. Tax will also be paid or refunded if you withdraw some or all of the funds in your account.

If you are investing jointly with another person, we will use the PIR that is the highest PIR of all the joint investors together. Each joint investor will need to provide BNZ with their own PIR and IRD number.

If you are not investing as an individual (for example, you are a trust, company, or charity) you may have a 0% PIR. If your PIR is 0% then you will need to pay any tax on the investment income attributed to you. If you are unsure if this applies to you, we recommend you seek guidance from a tax professional.

If you are a New Zealand resident trustee, you may be able to select a PIR that suits your beneficiaries. If this applies to you, we recommend you seek advice from a tax professional.

If you do not provide a PIR, you will be taxed at the highest PIR of 28%.

If you invest through a custodian, then the custodian may pay the tax on income attributed to your units. You should talk with your custodian about tax outcomes and your investment.

We may change your PIR if Inland Revenue tell us to.

You must provide BNZ with your IRD number. If you do not provide your IRD number, BNZ will be unable to open your investment. If you do not provide the tax residency information BNZ asks for, withdrawals from your investment may be suspended and your investment may be closed.

7. Who is involved?

About us

We are currently a wholly-owned subsidiary of BNZ. However, on 1 May 2024 BNZ expects it will finalise the sale of its interest in BNZISL. On and from that date (which is when applications for investment in BNZ Term PIE under this PDS become available) we will be a wholly-owned subsidiary of Harbour Asset Management Limited (Harbour) and part of a group of investment and advisory businesses ultimately owned by FirstCape Group Limited (FirstCape). FirstCape is jointly owned by NAB, Jarden Wealth and Asset Management Holdings Limited (Jarden) and funds managed by Pacific Equity Partners (PEP). NAB is a licensed bank in Australia and is the parent company of BNZ.

BNZISL uses the BNZ brand under licence from BNZ, whose ultimate parent company is NAB. No member of the FirstCape group (including BNZISL) is a member of the NAB group of companies (NAB Group). No member of the NAB Group (including Bank of New Zealand) guarantees,

or supports, the performance of any member of FirstCape group's obligations to any party.

Other related companies may also provide their services to us so that we can provide you with BNZ Term PIE.

➔ To find out about our related companies, please see *Other Material Information – More about BNZ Term PIE*.

For general enquiries, you can contact us via BNZ (who handles all customer enquiries on our behalf) at:

Call: 0800 275 269
Visit: Any BNZ branch
Write: BNZ Investment Team
 Level 4, 80 Queen Street
 Private Bag 92208
 Auckland 1142

Who else is involved?

Who	Name	Role
Supervisor and custodian	The New Zealand Guardian Trust Company Limited (NZGT) NZGT is the custodian through its nominee BNZ Investment Services Nominees Limited (a subsidiary of the Supervisor)	Responsible for supervising the performance of our duties. The Supervisor is independent of us. The custodian holds BNZ Term PIE assets on trust for you separately and independently from us.
Administration manager and Registrar	Apex Limited	Provides fund accounting, administration and unit registry services that detail the members and their unit holdings of BNZ Term PIE.
Administration manager	Bank of New Zealand (BNZ)	BNZ provides customer management and certain administration functions.





8. How to complain

BNZ manages complaints in relation to BNZ Term PIE on our behalf. BNZ will acknowledge your complaint within five business days and work to resolve it as quickly as possible.

Online: bnz.co.nz/complaints
Call: 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas).
Visit: Any BNZ branch (please ask to speak to a manager if you would like to make a complaint).
Write: BNZ Customer Resolution
PO Box 995
Shortland Street
Auckland 1140

Supervisor

The Supervisor's contact details are:

Call: +64 9 909 5100
Write: The New Zealand Guardian Trust
Company Limited
PO Box 274
Shortland Street
Auckland 1140
Location: Level 6, 191 Queen Street
Auckland 1010

Complaint escalation

If you have complained to either BNZ or the Supervisor and your complaint has not been resolved, you may refer the matter to BNZISL's independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL).

Online: fscl.org.nz
Call: 0800 347 257
Email: info@fscl.org.nz
Write: Financial Services Complaints Limited
PO Box 5967
Wellington 6140
Location: Level 5, Huddart Parker Building 1
Post Office Square
Wellington 6011

You won't be charged a fee by us, BNZ, the Supervisor, or the dispute resolution scheme to investigate or resolve your complaint.

9. Where you can find more information

<p>BNZ's website bnz.co.nz/termpie</p>	<ul style="list-style-type: none"> • Other Material Information <ul style="list-style-type: none"> - More about BNZ Term PIE • Statement of Investment Policy and Objectives • Fund updates
<p>Disclose Register</p>	<p>The above information is also available on the Disclose Register at companiesoffice.govt.nz/disclose</p> <p>Together with:</p> <ul style="list-style-type: none"> • BNZ Term PIE Financial Statements • Governing Document
<p>On request</p>	<p>BNZ will provide you with copies of this information at no charge on request. BNZ's contact details are set out in section 7. A copy of any of the information is also available on request to the Registrar of Financial Service Providers.</p>

10. How to apply



Get in touch with us

Send a secure message in BNZ Internet Banking or the BNZ app. Or give BNZ a call on 0800 275 269.



Visit a BNZ branch

Complete and sign the application form in this document and bring it to a BNZ branch. Find your BNZ branch at bnz.co.nz/locations

Application form



Product Disclosure Statement (PDS) dated 26 April 2024.

Terms defined in the PDS have the same meaning in this application form.

1. Applicant Type

- New application form
 Replacement application form
 New to BNZ
 Existing BNZ Customer

BNZ Account Number or Access Number (back of card):

2. Application Type

- Personal application (individual/joint) proceed to Section 3
 Non-Personal application (Trust, Company, Partnership, Estate etc.) proceed to Section 4

3. Personal Customer Details

- Individual Unit Holder
 Joint Unit Holders*
 Child**

*For Joint Applicants, the Manager will use the higher of the two 'Prescribed Investor Rates' (PIR) given below. If a PIR is not provided the Manager must use the default rate of 28%.

**The child's details should be entered as 'Applicant 1' and the parent/guardian details should be entered as 'Applicant 2'.

Applicant 1:

- Mr
 Mrs
 Ms
 Miss
 Other

Name

IRD number You must provide your IRD number to open your account.

Prescribed Investor Rate (please tick one)

- 0%
 10.5%
 17.5%
 28%

For more information on your PIR, please refer to the Inland Revenue website at www.ird.govt.nz/pir and see 'Do you need help working out your PIR?' at the back of this application form. If a PIR is not selected, the top rate of 28% will apply.

Applicant 2:

- Mr
 Mrs
 Ms
 Miss
 Other

Name

IRD number You must provide your IRD number to open your account.

Prescribed Investor Rate (please tick one)

- 0%
 10.5%
 17.5%
 28%

Applicant 3:

- Mr
 Mrs
 Ms
 Miss
 Other

Name

IRD number You must provide your IRD number to open your account.

Prescribed Investor Rate (please tick one)

- 0%
 10.5%
 17.5%
 28%

For more information on your PIR, please refer to the Inland Revenue website at www.ird.govt.nz/pir and see 'Do you need help working out your PIR?' at the back of this application form. If a PIR is not selected, the top rate of 28% will apply.

Once completed - go to Section 5

4. Non-Personal Customer Details

- Trust
 Company
 Other (estate, partnership, group etc)

Other details

Trust - all trustees to sign (2 directors for corporate trustee).
- Applicant name must be written as '[Trustee name] as trustee for the [XYZ] trust' (e.g. Mr Smith as Trustee for the Smith Family Trust)

Company - The form must be signed by two directors of the company (or one director if there is only one director) or by an attorney.

Name of Entity

IRD number You must provide your IRD number to open your account.

Prescribed Investor Rate (please tick one)

- 0%
 10.5%
 17.5%
 28%

For more information on your PIR, please refer to the Inland Revenue website at www.ird.govt.nz/pir and see 'Do you need help working out your PIR?' at the back of this application form. If a PIR is not selected, the top rate of 28% will apply.

Signatory 1:

- Mr
 Mrs
 Ms
 Miss
 Other

Name

Signatory 2:

- Mr
 Mrs
 Ms
 Miss
 Other

Name

Signatory 3:

- Mr
 Mrs
 Ms
 Miss
 Other

Name

5. Contact Details

Mailing address

Postal address

Suburb

Town/city

Postcode

Phone 0

Mobile 02

Email*

* By providing your email address on the application form or otherwise, the Manager and other members of the FirstCape group or BNZ group may use your email address to communicate with you in relation to the Fund.

6. Nominated Account

Please provide your nominated account for any payments as you cannot receive payments in cash. If you wish to nominate a different account for payments you may notify BNZ of that account in writing at any time.

Account name(s)

Bank

Branch

Account number

Suffix

7. Information and Signature(s) of the Applicant(s) (please read carefully)

In this application form, **Fund** means BNZ Term PIE established under the Governing Document (as amended from time to time). **Manager** means BNZ Investment Services Limited. **Supervisor** means The New Zealand Guardian Trust Company Limited. **BNZ** means Bank of New Zealand.

The information provided in this application form is provided to enable the Manager, the FirstCape group of companies, BNZ, any of their respective related bodies corporate and their agents to process your application and to administer your investment.

Failure to provide the information requested may delay the processing of your application.

Signing Authority

- I/We agree to be bound by the terms and conditions set out in the PDS (including this application form), the Governing Document and any register entry held on www.companiesoffice.govt.nz/disclose, for BNZ Term PIE.
- I/We confirm that I/We have received and read a copy of the Product Disclosure Statement for the Fund dated 26 April 2024. I/We confirm that I/We understand that further information for the Fund (including the statement of investment policy and objectives (SIPO) and other material information document (OMI)) can be found online on the Disclose Register.
- I/We understand that this application form allows the authorised signatories stated in this application form to apply now or in the future for units in the Fund and all details in this form will apply to such applications, unless otherwise advised to, or by, the Manager or BNZ.
- I/We understand that the BNZ Standard Terms and Conditions and the Governing Document, will be binding on me/us as amended or replaced from time to time.
- I/We declare that all details and statements made by me/us in the application form are true and correct, and will apply to all future investments I/we make in the Fund unless otherwise advised to, or by, the Manager or BNZ.
- I/We certify that, where information is provided by me/us in this form about another person, I am/we are authorised by such person to disclose the information to you and to give authorisation.
- By providing my/our contact details, I/we give express consent to any member of the FirstCape group or BNZ contacting me/us from time to time with information about products, services and promotions, including electronically (e.g. email, SMS, website link).
- I/We agree to indemnify in all respects and hold harmless the Manager, members of the FirstCape group, BNZ, and the Supervisor against all damages, costs, expenses, losses or liabilities which may arise by reason of any of them accepting or acting on instructions from me/us or an authorised signatory acting on my/our behalf (including without limitation, any instructions issued by telephone, facsimile, email or other electronic means or unauthorised, forged or fraudulent instructions where that could not reasonably have been detected) in respect of my/our investment in BNZ Term PIE, except in situations where the Manager, BNZ, or the Supervisor fails to exercise the care, diligence and skill of a prudent person in their respective capacities when giving effect to such instructions, or where they have otherwise acted in breach of their duties under the Financial Markets Conduct Act;

I/We acknowledge and agree that:

- Investments in BNZ Term PIE are not bank deposits or other liabilities of Bank of New Zealand (BNZ) or any other member of the National Australia Bank (NAB) Limited group. They are subject to investment risk, including possible delays in repayment. You could get back less than the total contributed. No person (including BNZISL, any member of the FirstCape group of companies, or any member of the NAB group) guarantees (either partially or fully) the performance or returns of amounts contributed. NAB (the ultimate owner of BNZ) is not a registered bank in New Zealand but a licensed bank in Australia and is not authorised to offer the products and services mentioned on this website to customers in New Zealand; and
- A transaction request (including this application) which is invalid or contains insufficient information when provided will not be processed until valid documentation is received, and in accordance with our obligations at law, your account may be closed and your investment refunded, less tax and expenses.

I/We acknowledge that if I am/we are a custodian applying on behalf of another person(s):

- I/We warrant to the Supervisor and the Manager that the other person(s) has received a copy of the latest PDS for the Fund prior to this application being submitted and I/we will undertake to provide the other person(s) with updates of the PDS published by the Manager for the duration of the Account (including each time a further application for units is made);
- I/We warrant that I/we have explained to the other person(s) that they will be bound by the provisions of the Governing Document, the PDS for the Fund and any other conditions (including the BNZ Standard Terms and Conditions) which may apply, each as amended or replaced from time to time;
- I/We warrant to the Supervisor and the Manager that I/we have explained to the other person(s) that the further information for the Fund (including the SIPO and OMI) can be found on the Disclose Register.
- I/We have either verified or received confirmation of the verification of the identity of each underlying investor to whom this application relates in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

If I am/we are a PIE Investor Proxy, I/we;

- Agree to establish systems and procedures to monitor the holdings of underlying investors and to monitor such holdings, and to manage and remedy any breach of the investor interest size requirements in the Income Tax Act 2007 or the investor membership requirements in the Income Tax Act 2007 relating to underlying investors within the time periods permitted under the Income Tax Act 2007, and to immediately notify the Manager on becoming aware of any such breach; and
- Agree to indemnify the Supervisor, the Manager, and BNZ for any losses, liabilities, costs or expenses arising from any breach of investor interest size requirements or the investor membership requirements in the Income Tax Act 2007 relating to underlying investors who I/we, as a PIE Investor Proxy, am/are responsible for, including the losses, liabilities, costs or expenses arising from the Fund losing PIE status.

I/We have read and understood the above disclosures.

Signatory 1:

Signature _____	
Customer Number _____	ID Document _____

Signatory 2:

Signature _____	
Customer Number _____	ID Document _____

Signatory 3:

Signature _____	
Customer Number _____	ID Document _____

Additional Signatures (authorised signatories for all PIEs for the above applicants):

Additional Signatory

Signature _____	
Customer Number _____	ID Document _____

Additional Signatory

Signature _____	
Customer Number _____	ID Document _____

Signing instructions

- Number of authorised signatures required (If not completed, the Manager may rely on the instructions of any one of the above applicants)

Specific signing instructions

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OFFICE USE ONLY:

- BNZ **Know your customer requirements** completed for all parties as required by the AML and CFT Act 2009

Customer No. _____

Processed by _____

Staff No. _____	D D M M Y Y
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Important: please send this completed and signed application form with the customer BIS number to CAS at location code **1269A12**.

Complete this section if you are acting on behalf of someone for whom you hold Power of Attorney.

8. Certificate of non-revocation of Power of Attorney

I, _____
(Name of Attorney)
of _____
(Address and occupation of Attorney)
certify
1. That by a deed dated _____
(Name of donor) of _____
(Address of donor) appointed me its/his/her Attorney.
2. That I have not received notice of any event revoking the Power of Attorney.
Signed at _____ this _____ day
of _____ 2 0 Y Y
Signature of Attorney _____

Do you need help working out your PIR?

This is intended as a guide only. Tax legislation, its interpretation and the rates and basis of taxation are subject to change. For tax advice relating to your specific circumstances, BNZ recommends that you consult a professional tax adviser.

Your PIR is the tax rate prescribed by law used to calculate the tax payable by the Fund on the income of the Fund that is allocated to you.

If you do not notify BNZ of your PIR then your income earned from the Fund will be taxed at the default rate of 28%.

The Commissioner of Inland Revenue can, by notice, require BNZ to apply a different PIR to the PIR notified by you. In this case, BNZ would have to apply the PIR that the Commissioner considers appropriate.

For more information about taxable income, PIRs and to determine your correct PIR please refer to the IRD website www.ird.govt.nz/pir or contact your professional tax adviser.

Complete this section if you are acting as agent for someone.

9. Certificate of non-revocation of Agent

I, _____
(Name of Agent)
of _____
(Address and occupation of Agent)
certify
1. That by an Agency Agreement dated _____
(Name of appointor) appointed me its/his/her Agent on the terms and conditions set out in the Agency Agreement.
2. That I have not received notice of any event revoking that appointment.
Signed at _____ this _____ day
of _____ 2 0 Y Y
Signature of Agent _____

Checking your PIR is important

It is important that BNZ always have your correct PIR because:

- if you notify BNZ of a PIR that is lower than your correct PIR, you will be required to pay any tax shortfall (plus any penalties and interest charged by Inland Revenue) and may need to complete an Income Tax Assessment or income tax return at the end of the year.
- if you notify BNZ of a PIR that is higher than your correct PIR, any refund you are entitled to for the overpaid tax would be provided by Inland Revenue.
- if you are a new resident who chooses not to include your non-resident foreign-sourced income to determine your PIR, you will be responsible for paying tax on the income attributed to you. A credit is available for the tax paid on your investment on your behalf.

If you notify us of a change to your PIR after the beginning of the tax year, the tax payable by the Fund on PIE income allocated to you will be recalculated using your new PIR. However, there will be no recalculation of any tax which has already been paid to the IRD on your behalf before we receive the notification.

