

**Beca Super Scheme**

**Other Material Information**

**12 December 2024**

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## Section 1 – General

This document sets out important information about your investment in the Beca Super Scheme (**Scheme**). It should be read together with the Product Disclosure Statement (**PDS**) for the offer of Scheme membership, the Statement of Investment Policy and Objectives (**SIPO**) and all other Scheme-related documents held on the register at [www.disclose-register.companiesoffice.govt.nz](http://www.disclose-register.companiesoffice.govt.nz) (**Disclose**).

In this document:

- *Trustee, we, us or our* means BGS Trustee Limited; and
- *current or currently* in relation to legislation, policy, an activity or a practice (or any other matter) refers to that legislation, policy, activity, practice or matter as at the date of this document.

We have prepared this document to meet the requirements of section 57(1)(b)(ii) of the Financial Markets Conduct Act 2013 (**FMC Act**) and clause 52 of Schedule 4 to the Financial Markets Conduct Regulations 2014.

Capitalised terms used in this document have the same meaning as in the PDS or the Scheme's Trust Deed (as applicable) unless otherwise defined in this document.

## Section 2 – Trustee and its Directors

The Trustee of the Scheme is BGS Trustee Limited.

All of the shares in the Trustee are held by certain of its directors. The Trustee's sole purpose is to act as the trustee of the Scheme and the Beca Group Superannuation Plan (**BGS Plan**).

The Trustee's directors as at the date of this document are:

- *Richard Hammond Aitken, ONZM* of Auckland
- *Nicolas Craig Edwards* of Auckland
- *Mark Kevin Fleming* of Auckland (Chair)
- *Michelle Barbara Forster* of Auckland (Licensed Independent Trustee)
- *Kiah Chye Heng* of Auckland
- *Anne Elspeth Henry* of Auckland
- *Professor Emeritus Jilnaught Wong* of Auckland (Independent Director)

The Trustee's and its directors' details set out above may change from time to time.

After those changes have been notified to the Companies Registrar, updated details can be viewed on the website <https://companies-register.companiesoffice.govt.nz/>.

## Section 3 – More about the Scheme

### Earnings rates

We calculate investment earnings rates for the Scheme:

- as at the end of each Scheme year (31 August) for the whole year; and
- on an interim basis as at each month-end, for the period after the 31 August as at which the last year-end rate was determined.

Each interim earnings rate is based on the Scheme's investment return for the relevant period less Scheme expenses and investment income tax. This is determined:

- by reference to the Scheme's latest available monthly management accounts; and
- by dividing:
  - the amount of investment return earned on the Scheme's assets (after deducting the amounts we think appropriate to provide for investment income tax and the expenses, fees, charges and costs associated with managing and administering the Scheme); by
  - the average net market value of the Scheme's assets for that period (which we determine according to generally accepted accounting practice).

When a member withdraws or transfers any amount from the Scheme, for the period from the 1<sup>st</sup> of the relevant month until the payment or transfer date we calculate a final interim earnings rate based on:

- with respect to all Scheme investments other than any Beca Group Limited (**BGL**) shares, the net return for that period from the benchmark portfolio against which we compare the Scheme's investment returns (as described under *Market indices* on pages 12 and 13), weighted according to the Scheme's actual asset allocations (disregarding BGL shares) as at the 1<sup>st</sup> of the month; and
- with respect to any BGL shares, the actual rate of return for the final part-month period (being either a nil rate or one which reflects any dividend payment or revaluation occurring during the period).

This final interim earnings rate is then used to adjust the earnings rate applied to the withdrawal or transfer amount for the period after the 31 August as at which the last year-end rate was determined, with the aim of approximating the investment earnings of the Scheme for the full period from that 31 August until the payment or transfer date.

***All investment earnings rates determined for the Scheme or when a member withdraws or transfers from the Scheme can be positive, negative or zero.*** If we determine a negative earnings rate, we will reduce your account balances accordingly.

The final year-end earnings rate calculated for the Scheme is based on the investment return (after tax and the expenses, fees, charges and costs associated with managing and administering the Scheme) that is set out in the Scheme's audited financial statements and any other information that we consider relevant.

We also have a compensation policy which we apply if a material error is made in determining an earnings rate applied for withdrawal or transfer purposes - in summary terms, currently:

- a material error is one equalling or exceeding 0.30% of the value that would have accumulated without the error; and
- we will not pay compensation to an exited member for an amount less than \$20.

### **Asset classes**

As noted in the PDS, the asset classes in which we currently invest Scheme assets are as follows:

- **equities** – these are shares (i.e. ownership interests) in listed or unlisted companies, which are held either directly or (through a managed investment fund) indirectly;

- **fixed interest** and **cash and cash equivalents** – these are investments from which the returns derive primarily from interest accrued or received during the investment period; and
- **alternative assets** – these are diversifying investments that may consist of (for example):
  - equity investments offering underlying exposures to infrastructure assets; and
  - managed investment products which do not fall within (or predominantly within) any other asset class or classes.

### **Amending Trust Deed**

We can change the Trust Deed with the consent of the Company and the Financial Markets Authority (and subject to other restrictions set out in the FMC Act).

### **Winding up Scheme**

While we currently intend that the Scheme will continue indefinitely, the Trust Deed provides for circumstances in which the Scheme must be wound up. Those are where:

- the Company resigns its appointment as the *Company* for Scheme purposes, goes into liquidation or is placed in receivership (in each case without our making arrangements to continue the Scheme under the sponsorship of another company); or
- the Company resolves that the Scheme is to be wound up; or
- *with the Company's written consent, we resolve to wind up the Scheme; or*
- the Scheme is required to be wound up under the FMC Act.

On a wind-up:

- Standard Balances will be paid to members as lump sums;
- Locked-in Balances held for members who have reached New Zealand Superannuation (**NZ Super**) age, which is currently 65, will be paid as lump sums; and
- Locked-in Balances held for members who have not reached NZ Super age will be transferred to KiwiSaver schemes.

The order of payments (after paying all outstanding costs, charges and expenses of the Scheme and meeting the wind-up costs) will be:

- first, benefits that were due to be paid before the wind-up date (and have not been paid) will be paid;
- next, individual members' account balances will be paid (or transferred to KiwiSaver schemes as applicable);
- we may agree with the Company that some or all of any remaining money will be paid to some or all members still in Service;
- if money then remains, and the Financial Markets Authority approves it, some or all of the balance may revert to the Beca Group companies; and
- if any money then remains following any such approved reversion, it will be distributed to members still in Service (generally in proportion to their account balances).

### **Significant financial hardship**

As noted in the PDS, you can make a withdrawal from your Locked-in Balance if we are satisfied that you are suffering or are likely to suffer from significant financial hardship as defined in the KiwiSaver Act 2006 and the withdrawal is necessary to alleviate that hardship.

The KiwiSaver Act defines significant financial hardship to include significant financial difficulties arising because of:

- your inability to meet minimum living expenses;
- your inability to meet mortgage repayments on your principal home, resulting in a lender seeking to enforce the mortgage;
- the cost of modifying a home to meet special needs arising from your own or a dependant's disability;
- the cost of medical treatment for an illness or injury to you or a dependant;
- the cost of palliative care for you or a dependant; or
- the cost of a funeral for a dependant.

### **Benefit deferral facility**

As noted in the PDS, if you cease Service:

- aged 55 or more due to retirement or illness (not being Total and Permanent Disablement or Serious Illness); or
- due to redundancy;

then (provided the combined amount initially left in the Scheme and the BGS Plan if relevant exceeds the minimum which we determine from time to time - currently \$100,000) you can elect to leave in the Scheme for up to 10 years:

- your Standard Balance; and
- unless you choose to transfer it to KiwiSaver, your Locked-in Balance.

We may cancel or vary this benefit deferral facility at any time, and (on an exceptions basis and at our sole discretion) we may prescribe alternative eligibility criteria for electing a benefit deferral.

If you choose a benefit deferral (and thus to become a "retained member" of the Scheme) you must initially leave your total balance in the Scheme, except that you may choose to transfer your total Locked-in Balance to a KiwiSaver scheme.

As a retained member of the Scheme you will no longer be entitled to contribute (and you will no longer have any insurance cover for death or Total and Permanent Disablement).

The benefit deferral terms and conditions applying to retained members as at the date of this document (the same rules apply within the BGS Plan) are that:

- a retained member can elect at any time, by giving us written notice, to exit the Scheme and receive a lump sum (subject to having to transfer any retained Locked-in Balance to KiwiSaver if still aged below 65);
- a retained member can choose (subject of course to the KiwiSaver-consistent lock-in rules applying to their Locked-in Balance) to receive instalments, subject to a \$5,000 minimum withdrawal and no more than 4 such withdrawals per year;

- these withdrawal facilities are subject to our being permitted to suspend withdrawal payments to retained members from their Standard Balances if (and for as long as) we form the opinion in good faith that it is not practicable, or would be materially prejudicial to the interests of any Scheme members, to allow those withdrawals in view of matters such as:
  - liquidity constraints; and/or
  - difficulties with calculating the net value of Scheme assets;
- a retained member's remaining Scheme balance following any interim withdrawal or transfer must be at least \$5,000 – the member's membership will terminate, with the balance paid to them as a lump sum or transferred to KiwiSaver as applicable, if it falls below (or, after a partial withdrawal, will fall below) that \$5,000 minimum; and
- the maximum permitted period of benefit deferral after a member ceases to be in Service (at which point they will be exited on or about the following month-end and then cease to be a member) is 10 years.

We may vary the above terms and conditions (and we may allow differing withdrawal arrangements in individual cases) at our sole discretion.

### **Buying a first home**

If you apply for a first home purchaser's withdrawal from your Scheme balances, we will require the necessary documents and evidence to support your application (including a copy of a sale and purchase agreement listing you as purchaser) by at least 10 business days before either the settlement date or (if relevant – see below) the date when the deposit payment is due.

You cannot make the withdrawal after your property purchase has settled (and if you seek the withdrawal to buy land on which to build your first home then you must apply the amount withdrawn towards buying the land, not building the home).

If the agreement is conditional, you can choose whether your withdrawal will be applied towards a deposit or at settlement. If the agreement is unconditional, your withdrawal can only be applied at settlement. If you withdraw to pay a deposit, and not all funds withdrawn are needed for the deposit, your solicitor or conveyancer must hold the remainder for payment at settlement.

If we approve your withdrawal, we will pay the money directly to your solicitor or conveyancer. If it is to be used for a deposit, the solicitor or conveyancer must pay the deposit amount to a stakeholder (e.g. the vendor's solicitor or real estate agent) to pay the deposit once the agreement goes unconditional.

If the funds have been used for a deposit and settlement does not proceed (and this is not due to your default) the stakeholder must repay the money to your solicitor or conveyancer, who must then repay to us the money received. If the withdrawal was made for a settlement which does not proceed, your solicitor or conveyancer must repay the money to us.

Immediately following any first home withdrawal made from the Scheme, you must leave a Locked-in Balance of at least \$1,000 in the Scheme.

### **Meanings of Total and Permanent Disablement and Serious Illness**

As noted in the PDS, if:

- you are aged below 65 and still in Service (this excludes any period of temporary absence from the Beca Group's continuous permanent employment); and
- our insurer is satisfied you are stopping work with the Beca Group due to Total and Permanent Disablement;

then an additional insured benefit may be payable.

**Total and Permanent Disablement** for Scheme purposes has the meaning set out in our insurance policy, which (as at the date of this document) includes:

- being absent from employment through injury or illness for three consecutive months and in the opinion of the insurer (after considering medical evidence) being disabled as a result of that injury or illness to such an extent as to leave you unable ever to again work in any occupation or business for which you are reasonably qualified by education, training or experience; or
- losing two limbs or the sight in both eyes; or
- losing one limb and the sight in one eye; or
- suffering terminal illness.

The insurer's definition of Total and Permanent Disablement may cover additional injuries or illnesses and may change from time to time. If you think you may be entitled to claim under our policy you should check with us.

As the PDS also notes, you can withdraw your Locked-in Balance if we are reasonably satisfied that you have suffered Serious Illness as defined for KiwiSaver purposes.

Under the KiwiSaver Act 2006, **Serious Illness** currently means an illness, injury or disability that:

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

### **Life-Shortening Congenital Conditions**

You can withdraw your Locked-in Balance before your Lock-in Date (see the PDS) if we are reasonably satisfied that you have a **Life-Shortening Congenital Condition** as defined for KiwiSaver purposes. In summary terms, you must have a life-shortening condition that is congenital (i.e. has existed since you were born) and is either:

- identified by regulation as a life-shortening congenital condition<sup>1</sup>; or
- one for which you have medical evidence to verify that it is expected to reduce life expectancy to below age 65 (either for you or generally for persons with the condition).

If you make a withdrawal from your Locked-in Balance on this basis, you will be treated for KiwiSaver purposes as having reached NZ Super age, which means you will be eligible to

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<sup>1</sup> The conditions currently identified for this purpose in the KiwiSaver Regulations 2006 are Down syndrome, cerebral palsy, Huntington's disease (Huntington's chorea) and fetal alcohol spectrum disorder.



make further withdrawals but you will no longer be eligible for Government contributions or compulsory employer contributions to KiwiSaver.

## Section 4 – Risks

Information on general investment risks is set out in Section 4 of the PDS. The information below supplements and should be read together with the PDS.

### General

All investments involve risk. The return on an investment carries a corresponding potential level of risk that you may lose some or all of the investment, receive negative returns or not receive a particular rate of return. The value of your investment in the Scheme is not guaranteed and can go up and down.

There are risks associated with investing in the Scheme because the value of your investment is linked to market performance. Investment returns will fluctuate from time to time according to market conditions (this is sometimes called 'volatility') and may in some years be negative.

Generally, investments in income assets (such as cash, cash equivalents and fixed interest) tend to be less volatile than investments in growth assets (such as equities). As we invest in a mix of income and growth assets the value of your investment in the Scheme can go up or down.

We will allocate investment earnings to your accounts at rates which we determine as described under *Earnings rates* in Section 3 of this document. If we declare a negative earnings rate and you have been a member for a very short time, it is possible that you may receive a benefit that is less than your own contributions to the Scheme.

### Additional general investment risks

In addition to the general investment risks noted in the PDS, some of the other things that may cause the value of your investment to move up and down are:

- **Insolvency risk:** a company in which we hold shares could become insolvent, meaning its shares become worthless - we seek to reduce this risk as described in the SIPO;
- **Regulatory risk:** future changes to tax, superannuation or other relevant legislation in New Zealand or overseas could adversely affect the operation of the Scheme or the value of its investments;
- **Operational risk:** there could be an operational or systems failure, loss of key personnel, fraud or business disruption affecting the Scheme or financial markets generally;
- **Service provider risk:** any of the parties helping operate the Scheme or investing Scheme assets may fail to perform their obligations (adversely affecting investment returns, service levels or withdrawal payments);
- **Liquidity risk:** described generally in the PDS, this risk increases where we invest in specialist or infrequently traded assets;
- **Derivative risk:** a derivative is a financial arrangement the value of which depends on or "derives" from the future value of underlying assets (such as infrastructure assets) and which is designed to provide exposure to an underlying asset without having to buy or sell the asset – the managers of funds into which we directly invest may from time to time use derivatives to manage market or currency risk or seek improved returns, and some underlying investment managers may also use

derivatives (for example as a risk management tool) - derivative risks include the following:

- using derivatives as a risk management tool will not remove all exposure to risks;
- using derivatives as an alternative to investing in physical assets can magnify the effect of adverse asset price fluctuations (potential gains and losses from derivative transactions can be substantial and increase volatility); and
- counterparty risk – this is the risk that counterparties to the derivative do not, or cannot, honour their obligations.

## **Section 5 – More information on fees**

The annual fund charges estimate shown in the PDS (expressed as a percentage of net asset value) comprises our current estimates of:

- the investment management fees and expenses charged or incurred by the managers of the underlying investment funds in which most assets held for the Scheme in the BGS Plan are invested;
- the brokerage fees and other investment-related costs incurred in respect of the portion of the assets held for the Scheme in the BGS Plan which is invested directly by the Trustee itself (as trustee of the BGS Plan) in individual shares, cash and fixed interest securities;
- the portion of the fees and expenses charged by the Administration Manager which is attributed to the Scheme;
- the portion of the directors' fees paid to two Trustee directors which is attributed to the Scheme; and
- other expenses for managing and administering the Scheme (including audit and professional adviser fees, regulator fees such as levies and any other administration charges).

The investment management costs estimate is determined based on our experience with the Scheme and its investments. It assumes the continuation of our current benchmark asset allocation mix for the Scheme, the current benchmark level of investment in underlying funds and the current range of underlying investment managers.

In coming to our annual fund charges estimate we have also assumed that:

- the investment management fees and expenses charged or incurred by the underlying investment managers will not significantly differ (in percentage terms) from those currently charged or incurred; and
- we will not start charging fees for providing investment management or other services to Scheme members (though we may do this at any time, including specifically for retained members who have deferred receiving benefits).

## **Section 6 – Conflicts of interest**

Five of the Trustee's directors (Richard Aitken, Nicolas Edwards, Mark Fleming, Chye Heng and Anne Henry) are employed by the Beca Group and are members of the Scheme.

Other directors of the Trustee may be employees of the Beca Group and/or be or become members of the Scheme from time to time.

The role a director of the Trustee may have as an employee of the Beca Group could lead to a conflict of interest for that director. For example, the director may have to make a decision in his or her role as a director of the Trustee which is in the Scheme's best interests, but not necessarily in the Beca Group's best interests.

Notwithstanding the interests of the parties which have appointed or which employ them, all of the Trustee's directors must:

- act at all times honestly, in good faith and in the members' best interests;
- treat members equitably; and
- not use Scheme information gained through their Trustee director roles either to gain an improper advantage (for themselves or any others) or to cause detriment to members.

The Trustee must also, in exercising any power or performing any duty, exercise the care, diligence and skill that a prudent person of business would exercise in the same circumstances.

The Trustee also has a Licensed Independent Trustee (Michelle Forster) as one of its directors, as required by the FMC Act, and an additional independent director (Jilnaught Wong).

Where the Trustee has entered, or enters, into any transaction providing for a related party benefit (as defined in the FMC Act) to be given:

- that transaction must be in the members' best interests or on arm's length terms (or otherwise comply with the FMC Act related party transactions provisions); and
- the Trustee, with the consent of the Licensed Independent Trustee director, must certify accordingly.

If any particular conflicts of interest do arise in relation to the Scheme, then the Trustee's directors will identify and record those conflicts and take steps to manage them (as appropriate) on a case by case basis. Those steps might include (for example):

- taking independent legal and other advice concerning the exercise of their duties and powers; and
- having a Trustee director who is conflicted by reason of having a deliberative role for the Company (or a direct personal interest) in relation to a matter under consideration withdraw from the relevant discussions and decision-making process.

## **Section 7 – Material contracts**

We have entered into the following contract which is considered material information in respect of the Scheme.

Pursuant to an Agreement for Services with the Trustee which took effect on 1 August 2021, Melville Jessup Weaver Limited (**MJW**) acts as the Scheme's Administration Manager and accordingly performs administration management functions for the Scheme on the Trustee's behalf.

The administration services provided by MJW include (among other things):

- maintaining and managing all member and Scheme-related data and member

- accounts;
- attending to all new member admissions;
- cash management;
- receiving, reconciling and banking contributions and attending to creditor payments;
- managing the benefit claims process and all withdrawal and transfer payments;
- attending to interim and year-end earnings rate determinations;
- insurance administration;
- ensuring compliance with all disclosure and year-end and event-driven reporting and registration requirements;
- providing the Trustee (as custodian) annually with a Type 2 ISAE 3402 custodial controls report;
- ensuring compliance with all other reporting, accounting, tax and auditing requirements for the Scheme; and
- coordinating the annual review process.

The services provided by MJW under the Agreement for Services also include performing certain Scheme secretarial and investment portfolio reporting functions and preparing monthly management accounts.

The Agreement makes provision for MJW to provide certain other services to the Trustee as required (and on a time cost basis).

## **Section 8 – Market indices**

The benchmark portfolio against which we compare the Scheme's investment return is a composite index:

- comprising the benchmark indices used to measure the Scheme's performance by individual asset class; and
- weighted according to the Scheme's benchmark asset allocation mix.

The current benchmark indices used for the Scheme (by asset class) are set out in the SIPO on Disclose (select *Search for a scheme*, enter and click on *Beca Super* and go to the *Documents* tab).

More information about the benchmark indices referred to in the SIPO (and in the fund updates for the Scheme) can be found on the following websites:

- S&P/NZX 50 Gross Index – <https://www.spglobal.com/spdji/en/indices/equity/sp-nzx-50-index/>
- S&P/ASX 200 Accumulation Index - <https://www.spglobal.com/spdji/en/indices/equity/sp-asx-200/>
- MSCI All Country World Index – <https://www.msci.com/acwi>
- FTSE Global Core Infrastructure 50/50 Index - <https://www.ftserussell.com/products/indices/infra>
- Dow Jones Brookfield Global Infrastructure Index - <https://www.spglobal.com/spdji/en/indices/equity/dow-jones-brookfield-global-infrastructure-index/#overview>

- S&P/NZX NZ90-Day Bank Bill Gross Return Index – <https://www.spglobal.com/spdji/en/indices/fixed-income/sp-nzx-bank-bills-90-day-index>
- S&P/NZX Composite Investment Grade Bond Index – <https://www.spglobal.com/spdji/en/indices/fixed-income/sp-nzx-composite-investment-grade-bond-index/>
- Bloomberg Global Aggregate Index – <https://www.bloomberg.com/markets/rates-bonds/bloomberg-barclays-indices>

## Section 9 – Taxation

### Tax on contributions

Your contributions to the Scheme are made through payroll after tax has been deducted from your salary, so you do not have to pay further tax on your contributions.

However, your employer's contributions are taxed. This tax is called employer's superannuation contribution tax (**Contribution Tax**). Contribution Tax is deducted from the employer's contributions before they are paid to the Scheme.

The rate of Contribution Tax is based on the total amount of before-tax salary or wages, plus before-tax employer superannuation contributions (whether to this Scheme or to another retirement scheme such as KiwiSaver), which you received during the last income year (1 April to 31 March).

If you were not employed by your employer for all of the last income year, the Contribution Tax rate will be based on your employer's estimate of the before-tax salary or wages and employer superannuation contributions (to any workplace savings scheme or KiwiSaver scheme) that it will pay for your benefit during the current income year.

The Contribution Tax rates applying as at the date of this document (and until 31 March 2025) are:

- **10.5%** if the gross salary or wages plus employer contributions total **\$16,800** or less;
- **17.5%** if they are between **\$16,801** and **\$57,600**;
- **30%** if they are between **\$57,601** and **\$84,000**;
- **33%** if they are between **\$84,001** and **\$216,000**; and
- **39%** if they are **\$216,001** or more.

Effective 1 April 2025, Contribution Tax rates will change as follows:

- **10.5%** if gross salary or wages plus employer contributions total **\$18,720** or less;
- **17.5%** if they are between **\$18,721** and **\$64,200**;
- **30%** if they are between **\$64,201** and **\$93,720**;
- **33%** if they are between **\$93,721** and **\$216,000**; and
- **39%** if they are **\$216,001** or more.

### **Tax on investment income**

The Scheme is currently taxed at the rate of 28% on all taxable investment income. This tax is deducted from the income of the Scheme before we allocate income to your account balances in the Scheme. A tax deduction also applies at that rate to certain expenses.

The Scheme is not a portfolio investment entity (**PIE**) for investment income tax purposes. However, as we invest through the BGS Plan (which is a PIE), our investments in New Zealand equities, and in most Australian equities listed on an approved ASX index, are generally taxed under the PIE tax rules.

In terms of the current PIE tax rules:

- no tax is paid on any gains from selling such equity investments (and tax deductions cannot be claimed for any losses); and
- dividends are fully taxable, with a credit allowed for any attached imputation credits (but not for any Australian franking credits), and tax credits may be claimed for any withholding tax deducted from such dividends.

Under current legislation, which is subject to change as noted below, our international equities and international listed infrastructure investments are generally taxed under the 'fair dividend rate' method, whereby they produce deemed income equal to 5% of their average daily market value and:

- a credit is available for any withholding tax paid on dividends received, subject to certain limits; and
- any dividends or profits from selling the investments are ignored for tax purposes and no tax deductions are allowed for any losses.

Interest earned from fixed interest investments and cash and cash equivalents, foreign exchange gains from non-New Zealand dollar denominated fixed interest investments, and income derived from hedging contracts and other derivatives, are all taxable. Deductions are generally available for losses, including any foreign exchange losses from non-New Zealand dollar denominated debt instruments, and losses derived from hedging contracts and other derivatives.

Deductions are generally available for expenses incurred in earning income.

### **Tax on benefits**

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

Under current legislation, except as described above, when you make a withdrawal from the Scheme in New Zealand the amount withdrawn will not be subject to any further taxation (as all tax will have been paid within the Scheme). This means you should not include investment income from the Scheme in your personal tax return (if you are required to prepare and file one).

### **Tax laws may change**

The above summary of the tax laws is accurate as at the date of this document. However, tax legislation, its interpretation and the rates and bases of taxation are subject to change (and the application of tax laws depends on your individual circumstances).

The Trustee accepts no responsibility for the tax implications of you joining the Scheme.