

## **Other material information – Powers in the trust deed and at law**

This document relates to the Kiwi Wealth Super Scheme ('Scheme') and should be read in conjunction with the Scheme's Product Disclosure Statement.

In this document, Kiwi Wealth Investments Limited Partnership ('we', 'our', or 'us') provides a general overview of some powers in the trust deed for the Scheme ('Trust Deed') and at law that may have a material impact on the Scheme.

The information in this document could change in the future. Please check the offer register at [www.disclose-register.companiesoffice.govt.nz](http://www.disclose-register.companiesoffice.govt.nz) for any updates.

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### **We can change the Trust Deed**

We can make changes to the Trust Deed with the agreement of the Supervisor, and within the rules of the Financial Markets Conduct Act, if either:

- the Supervisor is satisfied that amendment or replacement of the Trust Deed does not have a material adverse effect on members; or
- the amendment has been approved by (or is contingent on approval by):
  - in the case of an amendment or a replacement that reduces, postpones, or otherwise adversely affects the benefits, whether vested, contingent, or discretionary, that may in due course flow from, or are attributable to, membership of the Scheme up to the date the amendment or replacement is made, the written consent of all members who would be adversely affected by the amendment or replacement; or
  - in any other case, a special resolution of members (or, if applicable, of each class of members that is or may be adversely affected by the amendment).

The Trust Deed could also be amended in any other manner permitted by law.

### **The Kiwi Wealth Super Scheme could close down**

We could decide to close the Scheme in the circumstances provided for in the Trust Deed. The Scheme could also be closed by order of the court (on the application of the Financial Markets Authority or Public Trust, the supervisor of the Scheme).

If this happens, we will first pay the costs of closing down the Scheme, including paying costs and any withdrawals that have become payable from the Scheme's assets. Then your remaining interest in the Scheme will be paid to you. Certain exceptions may apply in relation to amounts transferred from other schemes (including transfers from overseas schemes). For example, if you transferred amounts

from a United Kingdom registered pension scheme (directly or via a current or former QROPS) to the Scheme ('UK Transfer') on or after 6 April 2012, those funds will be:

- transferred to another retirement scheme or other superannuation scheme (you can choose the scheme, but it must be recognised by UK tax authorities as a qualifying recognised overseas pension scheme); or
- applied in any other way that satisfies any requirements imposed by UK tax authorities on such UK Transfers and / or any terms and conditions applicable to the UK Transfer.

### **Changes required by law**

At any time legislation governing or otherwise affecting the operation of superannuation and workplace savings schemes, including the UK pension rules applicable to qualifying recognised overseas pension schemes, may change. The Scheme will make changes that are required by law. These changes may have an impact on members.