chapman tripp

Deed Poll in relation to Kiwibank Subordinated Notes (December 2026)

Kiwibank Limited

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DEED POLL IN RELATION TO KIWIBANK SUBORDINATED NOTES (DECEMBER 2026)

Date: 24 November 2026

MADE BY

Kiwibank Limited (*Kiwibank*)

INTRODUCTION

A Kiwibank proposes to issue Notes.

B Notes issued by Kiwibank under this deed will be issued in registered form by entry in the Register and constituted by this deed.

COVENANTS

1 **INTERPRETATION**

1.1 **Incorporation of defined terms**
Terms which are defined in the terms and conditions attached as schedule 1 (*Conditions*) have the same meaning when used in this deed.

1.2 **Interpretation**
Clause 16.2 of the Conditions applies to this deed as if fully set out in this deed and as if a reference to the Conditions were a reference to this deed.

2 **THE NOTES**

2.1 **Creation of Notes**
The obligations of Kiwibank under the Notes are constituted by, and specified in, this deed (including the Conditions).

2.2 **Covenant to pay**
Kiwibank undertakes with each Holder:

(a) to pay, in respect of each Note held by the Holder, the Face Value and interest in respect of each Note in accordance with the Conditions; and

(b) otherwise to comply with the Conditions.

3 **RIGHTS AND OBLIGATIONS OF HOLDERS**

3.1 **Benefit and entitlement**
This deed is executed as a deed poll. Each Holder has the benefit of, and is entitled to enforce, the provisions of this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed.

3.2 **Rights independent**
Each Holder may enforce its rights under this deed independently from the Registrar and each other Holder.

3.3 **Holders bound**
Each Note will be issued and held subject to this deed, which shall be for the benefit of, and binding on, Kiwibank and each Holder and all persons claiming under or through them. Each Holder and all persons claiming under or through them are deemed to have notice of all the provisions of this deed (including the Conditions).

4 MEETINGS OF HOLDERS

4.1 Meetings of Holders are to be convened and held in accordance with the Meeting Provisions attached as schedule 2 to this deed.

5 GOVERNING LAW AND SUBMISSION TO JURISDICTION

5.1 **Governing law**
This deed (including the Conditions) and the Notes are governed by and shall be construed in accordance with the laws of New Zealand.

5.2 **Submission to jurisdiction**
Kiwibank has irrevocably agreed, and each Holder is taken to have irrevocably agreed, that the courts of New Zealand are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes and accordingly Kiwibank has submitted, and each Holder is taken to have submitted, to the non-exclusive jurisdiction of the courts of New Zealand and Kiwibank waives, and each Holder is taken to have waived, any objection to the courts of New Zealand on the grounds that they are an inconvenient or inappropriate forum.

EXECUTED AS A DEED POLL BY

Kiwibank Limited by:

Signature of authorised signatory

Geoff Martin
Name of authorised signatory

in the presence of:

Name: Rebekah Crean

Occupation: Treasury Dealer

Address: Wellington

Signature of authorised signatory

Michael Thompson
Name of authorised signatory

in the presence of:

Name: Rebekah Crean

Occupation: Treasury Dealer

Address: Wellington

SCHEDULE 1
Kiwibank Subordinated Notes – Conditions

1 FORM AND FACE VALUE

1.1 Form

Kiwibank Subordinated Notes are fully paid subordinated debt securities (*Notes*) in the form of unsecured notes issued by Kiwibank. The Notes are issued in registered form by entry in the Register. They are issued, and may be Redeemed, according to these Conditions.

1.2 Face Value

The Face Value of each Note is NZ$1.

1.3 No certificates

No certificates will be issued to Holders unless Kiwibank determines that certificates should be available or if certificates are required by any applicable law or directive.

1.4 Quotation

Kiwibank agrees to use all reasonable endeavours to procure that the Notes are quoted on the NZX Debt Market until all Notes have been Redeemed.

1.5 Independent obligations

Each entry in the Register constitutes a separate and individual acknowledgement to the relevant Holder of the obligations of Kiwibank to the relevant Holder under these Conditions. Without prejudice to any provision requiring a resolution or Special Resolution of Holders, the Holder to whom those obligations are owed is entitled to enforce them without having to join any other Holder or any predecessor in title of a Holder.

2 STATUS

2.1 Status and ranking

The Notes constitute direct and unsecured obligations of Kiwibank, which are subordinated in right of repayment to all depositors and unsubordinated creditors of Kiwibank, and rank:

(a) equally among themselves;

(b) equally with all Equal Ranking Instruments;

(c) behind all claims of Unsubordinated Creditors; and

(d) ahead of all Junior Ranking Instruments.

The Notes do not restrict Kiwibank in any way from issuing, or dealing with, securities ranking junior, equal or senior to the Notes.

2.2 Solvency condition

Prior to the Maturity Date or Liquidation:

(a) the payment by Kiwibank of interest on the Notes on a Scheduled Interest Payment Date is conditional upon Kiwibank being Solvent on the relevant

Scheduled Interest Payment Date, and Kiwibank must not pay any such amount to a Holder except to the extent that Kiwibank will remain Solvent immediately after paying the amount; and

(b) the Redemption of the Notes on any day before the Maturity Date is conditional upon Kiwibank being Solvent on the relevant Redemption Date, and Kiwibank must not pay any amount to a Holder in Redemption of a Note unless Kiwibank will remain Solvent immediately after paying the amount.

2.3 **Amounts unpaid remain debts**

Any amount not paid due to clause 2.2:

(a) accumulates and remains a debt owing to the Holder by Kiwibank, payable on the earlier of the first date on which the solvency condition in clause 2.2 is satisfied (whether or not such date is otherwise a payment date) and the Maturity Date, until the amount is paid; and

(b) shall not constitute an Event of Default.

2.4 **Nature of obligations**

The Notes are not guaranteed or insured by any government, Government Agency or compensation scheme in New Zealand or any other jurisdiction, and are not guaranteed by any person (including any other member of the Kiwibank Group).

3 INTEREST

3.1 **The Notes bear interest**

Interest on each Note accrues daily on the Face Value at the Interest Rate during the period from (and including) the Issue Date to (but excluding) the Redemption Date.

3.2 **Interest Payment Dates**

Subject to clause 2.2, interest accrued on each Note is payable by Kiwibank quarterly in arrear on each Interest Payment Date.

3.3 **Interest Rate**

(a) The Interest Rate for each Interest Period:

(i) during the Fixed Rate Period is the sum of the Margin and the Swap Rate; and

(ii) during the Floating Rate Period is the sum of the Margin and the applicable Base Rate.

(b) If a BKBM Disruption Event occurs, Kiwibank:

(i) will use as the Base Rate for the purpose of clause 3.3(a)(ii) such Alternative Reference Rate as it may determine in accordance with these Conditions;

(ii) will make such adjustments to these Conditions as it determines are reasonably necessary to calculate interest in accordance with such Alternative Reference Rate;

(iii) in making the determinations under paragraphs (i) and (ii) above:

(A) will act in good faith and in a commercially reasonable manner;

(B) may consult with such sources of market practice as it considers appropriate;

(C) will have regard to the applicable eligibility criteria for Tier 2 Capital; and

(D) may otherwise make such determination in its discretion; and

will, at least five Business Days prior to the first Base Rate Determination Date for which an Alternative Reference Rate will be used, notify Holders, the Registrar and the RBNZ of its decision to use the Alternative Reference Rate.

(c) If any rate determined in accordance with this clause 3.3 is less than 0% per annum, the applicable Interest Rate will be deemed to be 0% per annum.

3.4 **Calculation of Interest on the Notes**

(a) The amount of interest payable in respect of each Note on each Interest Payment Date is calculated in accordance with the following formulae:

(i) For each Interest Payment Date during the Fixed Rate Period:

$$\text{Amount of interest} = \frac{\text{Face Value x Interest Rate}}{4}$$

where *Interest Rate* means the Interest Rate for the Fixed Rate Period.

(ii) For each Interest Payment Date during the Floating Rate Period:

$$\text{Amount of interest} = \frac{\text{Face Value x Interest Rate x N}}{365}$$

where:

Interest Rate means the Interest Rate for the Interest Period ending on that Interest Payment Date; and

N means the number of days in the Interest Period ending on that Interest Payment Date.

(b) If for any reason interest is required to be paid on a date that is not an Interest Payment Date (a *Relevant Date*), the interest payable on each Note on that Relevant Date shall be calculated in accordance with the following formulae:

(i) If the Relevant Date falls within the Fixed Rate Period:

$$\text{Amount of interest} = \frac{\text{Face Value x Interest Rate x N}}{4 \text{ x IP}}$$

where:

N means the number of days from (and including) the preceding Interest Payment Date (or the Issue Date in the case of the first Interest Payment Date) to (but excluding) the Relevant Date.

IP means the duration of the interest period in which the Relevant Date falls, being the number of days from (and including) the preceding Interest Payment Date (or the Issue Date in the case of the first Interest Payment Date) to (but excluding) the next Interest Payment Date.

(ii) If the Relevant Date falls within the Floating Rate Period:

$$\text{Amount of interest} = \frac{\text{Face Value x Interest Rate x N}}{365}$$

where:

Interest Rate means the Interest Rate on the Relevant Date; and

N means the number of days from (and including) the preceding Interest Payment Date (or the Issue Date in the case of the first Interest Payment Date) to (but excluding) the Relevant Date.

3.5 **Notification of Interest Rate and other items**

(a) Kiwibank will notify Holders and the Registrar of the Interest Rate for the Fixed Rate Period on or about the Rate Set Date.

(b) Kiwibank will notify the Registrar of the Interest Rate applicable to each Interest Period during the Floating Rate Period on or about the relevant Base Rate Determination Date. The Registrar must notify any Holder which requests it of any such current Interest Rate that has been notified to the Registrar in accordance with this clause 3.5(b)3.5(b).

3.6 **Determination final**

Kiwibank's determination of all dates, rates and amounts under these Conditions is, in the absence of wilful default, bad faith or manifest error, final and binding on Kiwibank and each Holder.

3.7 **Interest continues to accrue**

Notwithstanding clauses 3.1 and 3.2:

(a) if payment of the Face Value of a Note is not paid when due for any reason, interest will continue to accrue (after as well as before any demand or judgment) on the Face Value of the Note at the Interest Rate then applicable in the manner provided in this clause 3 to the date on which payment in full of the Face Value is made; and

(b) if any interest is not required to be paid because of the solvency condition to payment in clause 2.2 or is not paid when due for any reason, then such unpaid interest will earn interest at the Interest Rate then applicable, accruing

daily (without compounding) until paid. Such accrued interest is payable on the date on which the relevant unpaid interest amount is paid.

4 REDEMPTION

4.1 Redemption on Maturity Date

Kiwibank agrees to Redeem each Note on the Maturity Date by payment of its Face Value and all accrued but unpaid interest, unless the Note has previously been Redeemed.

4.2 Early redemption at the option of Kiwibank

(a) Subject to clauses 2.2 and 4.7, Kiwibank may Redeem all (but not some) of the Notes before their Maturity Date by payment of their Face Value and all accrued but unpaid interest on an Optional Redemption Date.

(b) However, Kiwibank may only Redeem Notes under (a) above if Kiwibank has given at least 15 Business Days' notice to Holders and the Registrar.

4.3 Early redemption following a Tax Event

(a) Subject to clauses 2.2 and 4.7, Kiwibank may Redeem all (but not some) of the Notes on any Business Day following the occurrence of a Tax Event by payment of their Face Value and all accrued but unpaid interest.

(b) However, Kiwibank may only Redeem Notes under (a) above if Kiwibank has given at least 15 Business Days' notice to Holders and the Registrar.

4.4 Early redemption following a Regulatory Event

(a) Subject to clauses 2.2 and 4.7, Kiwibank may Redeem all (but not some) of the Notes on any Business Day following the occurrence of a Regulatory Event by payment of their Face Value and all accrued but unpaid interest.

(b) However, Kiwibank may only Redeem Notes under (a) above if Kiwibank has given at least 15 Business Days' notice to Holders and the Registrar.

4.5 No early redemption at the option of Holders

A Holder cannot require Kiwibank to Redeem all or some of the Notes held by the Holder before their Maturity Date.

4.6 Effect of notice of redemption

Any notice of Redemption given under this clause 4 is irrevocable.

4.7 Approval of RBNZ

Kiwibank may only Redeem Notes under clauses 4.2, 4.3 or 4.4 if:

(a) either:

(i) prior to, or concurrent with, the Redemption, Kiwibank replaces the Notes with a paid-up capital instrument:

(A) of the same, or better, quality and contributing at least the same regulatory capital amount (for the purposes of the RBNZ's capital adequacy requirements applying to Kiwibank at the time); and

(B) the terms and conditions of which are sustainable for the income capacity of the Kiwibank Group; or

(ii) if Kiwibank does not intend to replace the Notes, it has demonstrated to the RBNZ's satisfaction that, after the Redemption, the Kiwibank Group's:

(A) capital ratios would be sufficiently above their respective minimums; and

(B) prudential capital buffer ratio would be sufficiently above its buffer trigger ratio;

(b) Kiwibank has provided to the RBNZ any information and supporting documentation required by the RBNZ's prudential regulatory requirements; and

(c) the RBNZ has given prior written approval for the Redemption. Approval is at the discretion of the RBNZ and may or may not be given.

4.8 **Effect of Redemption on Holders**
On the Redemption Date the only right Holders will have in respect of Notes will be to obtain the amount payable in accordance with clause 4.1, 4.2, 4.3 or 4.4 (as applicable) and upon payment of that amount, all other rights conferred, or restrictions imposed, by Notes will no longer have effect.

5 HOLDER ACKNOWLEDGEMENTS

5.1 Each Holder irrevocably acknowledges that:

(a) the RBNZ's approval for a Redemption of Notes is at the discretion of the RBNZ and may not be given; and

(b) a Holder has no right to request a Redemption before the Maturity Date.

6 TITLE AND TRANSFER

6.1 **Title**
Title to a Note passes when the details of a transfer of the Note are entered in the Register.

6.2 **Register conclusive as to ownership**
An entry in the Register of a person as a Holder of a Note constitutes conclusive evidence that the person so entered is the absolute owner of the Note subject to correction for fraud or error.

6.3 **Non-recognition of interests**

(a) Except as required by law or directive and as provided in these Conditions, Kiwibank and the Registrar must treat the person whose name is entered in the Register as the Holder of a Note as the absolute owner of the Note.

(b) No notice of any trust, encumbrance or other interest in, or claim to, any Note will be entered in the Register. Neither Kiwibank nor the Registrar need take

notice of any trust, encumbrance or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by law, and no trust, encumbrance or other interest in, or claim to, any Note will in any way affect any provision of these Conditions.

(c) This clause 6.3 applies whether or not a payment has been made when scheduled on a Note and despite any notice of ownership, trust or interest in a Note.

6.4 **Joint holders**

Where two or more persons are entered in the Register as the joint Holders of a Note, they are taken to hold the Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than three persons as joint Holders of a Note.

6.5 **Selling Restrictions**

(a) Kiwibank has not and will not take any action which would permit a public or regulated offering of the Notes, or possession or distribution of any offering material, in any country or jurisdiction where action for that purpose is required (other than New Zealand).

(b) By its purchase of Notes, each Holder is taken to have agreed that Notes may only be offered for sale or sold in conformity with the Selling Restrictions.

(c) By its purchase of Notes, each Holder agrees to indemnify Kiwibank, the Registrar, each Manager and their respective directors, officers, employees and agents in respect of any loss, cost, liability or expense sustained or incurred by Kiwibank, the Registrar, the Manager or their respective directors, officers, employees or agents as a result of the breach by the Holder of the Selling Restrictions.

6.6 **Holder absolutely entitled**

Upon a person acquiring title to a Note by virtue of becoming a Holder in respect of the Note, all rights and entitlements arising by virtue of the Conditions in respect of the Note vest absolutely in the Holder, such that no person who has previously been the Holder in respect of the Note has or is entitled to assert against Kiwibank or the Registrar or the Holder for the time being and from time to time any rights, benefits or entitlements in respect of the Note.

6.7 **Transfers**

(a) Subject to these Conditions, a Holder may transfer a Note:

(i) in accordance with the rules of any system declared to be a designated settlement system (*Settlement System*) under section 20 of the Financial Markets Infrastructures Act 2021; or

(ii) by any proper or sufficient instrument of transfer of marketable securities under applicable law which must be delivered to the Registrar with any evidence the Registrar reasonably requires to prove title to or the right to transfer Notes.

(b) No transfer of any part of a Holder's holding may be effected if such transfer would result in the transferor or the transferee holding or continuing to hold a Non-marketable Parcel of Notes.

(c) The Registrar must register a transfer of a Note to or by a person who is entitled to make or receive the transfer as a consequence of:

(i) death, bankruptcy, liquidation or winding-up of a Holder, upon production of such evidence as to that entitlement as the Registrar considers sufficient; or

(ii) a vesting order by a court or other body with power to make the order on receiving the evidence that the Registrar or Kiwibank requires.

6.8 **Reliance of documents**

Kiwibank and the Registrar shall be entitled to accept and assume the authenticity and genuineness of any instrument of transfer or other document and will not incur any liability for registering any instrument of transfer which is subsequently discovered to be a forgery or otherwise defective, unless Kiwibank or the Registrar had actual notice of such forgery or defect at the time of registration of such instrument of transfer.

6.9 **Settlement System**

While the Notes remain quoted on the NZX Debt Market:

(a) the rights and obligations of a person holding any Notes; and

(b) all dealings in relation to the Notes, including transfers, transmissions and payments,

will be subject to and governed by the NZX Listing Rules and the rules of the Settlement System operated by NZX.

6.10 **Notification by Holders**

Any change of name or address of a Holder or any change in any other information required to be inserted in the Register in respect of a Holder shall immediately be notified to the Registrar in writing by the Holder, or if a joint holding by all the joint Holders.

6.11 **Dealings in whole**

A Note can only be held or transferred in whole and cannot be held or transferred in part.

7 PAYMENTS

7.1 **Payments to Holders**

Each payment in respect of a Note will be made to the person that is recorded in the Register as the Holder of that Note as at the close of business on the Record Date for the payment.

7.2 **Payments to accounts**

Payments will be made by crediting on the relevant payment date the amount due to a NZ dollar bank account maintained in New Zealand with a financial institution,

specified by the Holder to the Registrar by close of business on the Record Date for that payment.

7.3 **Uncompleted payments**

If:

(a) a Holder has not notified the Registrar by close of business on the Record Date of a NZ dollar bank account maintained in New Zealand with a financial institution to which payments in respect of the Note may be credited; or

(b) the transfer of any amount for payment to the credit of the nominated account does not complete for any reason,

Kiwibank will send a notice advising of the uncompleted payment by email, other electronic means or post to the address or number shown in the Register or provided by the Holder to the Registrar. In that case, the amount of the uncompleted payment will be held as a deposit in a non-interest bearing, special purpose account maintained by Kiwibank or the Registrar until the first to occur of the following:

(i) the Holder nominates a suitable NZ dollar account maintained in New Zealand with a financial institution to which the payment may be credited;

(ii) claims may no longer be made in respect of that amount, in which case the monies shall be paid to and be the property of Kiwibank; or

(iii) Kiwibank becomes entitled or obliged to deal with the amount in accordance with the law relating to unclaimed monies.

No additional interest is payable in respect of any delay in payment referred to in this clause 7.3.

7.4 **Time limit on claims**

A claim against Kiwibank for a payment under a Note is void unless made within 4 years from the date on which payment first became due.

7.5 **Rounding**

For the purposes of any calculations required under these Conditions, unless otherwise specified in these Conditions:

(a) all percentages resulting from the calculations must be rounded, if near, to the nearest one ten-thousandth of a percentage point (with 0.00005% being rounded up to 0.0001%);

(b) all figures must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and

(c) all amounts that are due and payable must be rounded to the nearest one cent (with one half of a cent being rounded up to one cent).

7.6 **Joint Holders**

A payment to any one joint Holder of a Note will discharge Kiwibank's liability in respect of the payment.

7.7 **No set-off**

(a) A Holder does not have any right to set-off any amounts owing to it by Kiwibank in connection with the Notes against any amount owing by it to Kiwibank in connection with the Notes or otherwise.

(b) Kiwibank does not have any right to set-off any amounts owing to it by a Holder against any amount owing by it to the Holder in connection with the Notes.

7.8 **Payments subject to law**

All payments are subject to applicable law, but without prejudice to the provisions of clause 8.

7.9 **Payments on Business Days**

If a payment:

(a) is due on a Note on a day which is not a Business Day, then the due date for payment will be postponed to the next day that is a Business Day; or

(b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the next day on which banks are open for general banking business in that place,

and in either case, the Holder is not entitled to any additional payment in respect of that delay.

8 TAXATION

8.1 **Withholdings and deductions**

All payments in respect of Notes must be made without any withholding or deduction in respect of Taxes, unless the withholding or deduction is required by law or permitted by this clause 8.

8.2 **Deductions**

(a) Kiwibank may deduct from any payment of interest or any other amount payable in accordance with these Conditions the amount of any withholding or other tax, duty or levy required by law to be deducted in respect of such amount. Deductions of any such Tax will be made at the maximum rates from time to time applicable unless a Holder provides evidence satisfactory to the Registrar that a lesser rate is applicable.

(b) If any such deduction has been made and the amount of the deduction accounted for by Kiwibank to the relevant revenue authority and the balance of the interest payable has been paid to the relevant Holder, the full amount payable to such Holder shall be deemed to have been duly paid and satisfied by Kiwibank.

(c) If New Zealand non-resident withholding tax (*NRWT*) is required to be deducted from payments of interest (or payments deemed by law to be interest):

(i) if Kiwibank is satisfied that the application of the approved issuer levy as defined in section 86F of the Stamp and Cheque Duties Act 1971 (*AIL*) in relation to payments of interest (or payments deemed by law to be interest) to a Holder would result in NRWT applying at the rate of 0%, Kiwibank will not deduct NRWT but will instead apply the AIL regime unless the Holder requests the Registrar in writing no later than five Business Days before the relevant payment date that NRWT be deducted from such interest (or deemed interest) instead of applying the AIL regime. If Kiwibank applies the AIL regime Kiwibank will: (A) apply the zero rate under the AIL regime to the extent Kiwibank is able to do so; and (B) to the extent Kiwibank is not able to do so, pay AIL. Kiwibank will pay any such AIL to the appropriate authority and will deduct the amount paid from any payments of interest (or payments deemed by law to be interest) payable to that Holder in lieu of deducting NRWT at the rate otherwise applicable from that payment;

(ii) if Kiwibank does not apply the AIL regime, or if the application of the AIL regime does not result in NRWT applying at the rate of 0%, Kiwibank will deduct NRWT at the rate applicable to that payment.

(d) New Zealand resident withholding tax (*RWT*) will be deducted from payments of interest (or payments deemed to be interest) in respect of which RWT is required by law to be deducted. If RWT would be required to be deducted unless the Holder has RWT-exempt status (as defined in the Tax Act), RWT will be deducted unless the Holder notifies the Registrar of such status no later than five Business Days before the relevant payment date. In the case of a New Zealand resident deriving the interest jointly with a non-resident, NRWT will be deducted at the RWT rate.

(e) Kiwibank shall pay the full amount required to be deducted to the relevant revenue authority within the time allowed for such payment without incurring any penalty under the applicable law and shall, if required by any Holder, deliver to that Holder a copy of any relevant receipt issued by the revenue authority (to the extent issued) without delay after it is received by Kiwibank.

(f) A Holder must notify the Registrar of: (i) its country of residence for tax purposes; (ii) if the Holder is not a New Zealand tax resident, whether the Holder is engaged in business in New Zealand through a fixed establishment (as that term is defined in the Tax Act) in New Zealand and whether the Holder holds the Notes for the purposes of a business carried on through that fixed establishment; and (iii) any other information requested by the Registrar in order to determine the payment or withholding obligations of Kiwibank. A Holder must also notify the Registrar prior to any Interest Payment Date of any change in circumstances from those previously notified that could affect the payment or withholding obligations of Kiwibank. A Holder must also provide any other information reasonably requested by Kiwibank to allow Kiwibank to comply with its reporting and record keeping obligations for Tax purposes.

(g) By accepting payment of any interest or any other amount payable in accordance with these Conditions, the Holder indemnifies Kiwibank for all purposes in respect of any liability Kiwibank may incur for not deducting any amount from such payment on account of NRWT or RWT.

If, in relation to any Note, Kiwibank becomes liable to make any payment of or on account of tax payable by the Holder, Kiwibank is indemnified by the Holder in relation to such liability. Any moneys paid by Kiwibank in relation to any such liability may be recovered from the Holder as a debt due to Kiwibank and, notwithstanding clause 7.7(b), may be withheld from further payments to that Holder. Nothing in this clause prejudices or affects any other right or remedy of Kiwibank.

8.3 **FATCA**

(a) Kiwibank, in its absolute discretion, may withhold or deduct payments to a Holder where it is required to do so under or in connection with FATCA, or where it has reasonable grounds to suspect that the Holder or a beneficial owner of Notes may be subject to FATCA, and may deal with such payment and the Holder's Notes in accordance with FATCA.

(b) Kiwibank, in its absolute discretion, may require a Holder to provide it with information to determine the applicability of any withholding under or in connection with FATCA. Kiwibank may provide any such information to the IRS or any other relevant authority.

(c) If any withholding or deduction arises under or in connection with FATCA, Kiwibank will not be required to pay any further amounts on account of such withholding or deduction or otherwise reimburse or compensate, or make any payment to, a Holder or a beneficial owner of Notes for or in respect of any such withholding or deduction.

9 EVENTS OF DEFAULT

9.1 **Events of Default**

An *Event of Default* occurs:

(a) if either:

(i) Kiwibank does not pay any Face Value due in respect of the Notes within 7 days of its due date; or

(ii) Kiwibank does not pay any interest due in respect of the Notes within 15 days of its due date,

(a *Payment Default*); or

(b) on Commencement of Liquidation.

9.2 **Consequences of an Event of Default**

If an Event of Default occurs and is continuing:

(a) in the case of a Payment Default, a Holder may bring proceedings:

(i) to recover any amount then due and payable but unpaid on its Notes (subject to clause 2.2);

(ii) to obtain an order for specific performance of any other obligation in respect of its Notes; or

(iii) for Liquidation.

To the extent that a payment is not required to be made because of the condition to payment in clause 2.2 or 4.7, the amount is not due and payable and a Payment Default cannot occur; or

(b) in the case of a Commencement of Liquidation, in addition to the rights specified in clause 9.2(a) above, the Face Value of each Note (together with all interest accrued to the date of payment) will immediately become due and payable, and subject to clause 10, Holders may prove in Liquidation for that amount.

The Holders may not exercise any other remedies (including any right to sue for damages which has the same economic effect as acceleration) as a consequence of an Event of Default or other default other than as specified in this clause 9.2.

9.3 **Notification**

If an Event of Default occurs, Kiwibank must promptly after becoming aware of it notify Holders and the Registrar of the occurrence of the Event of Default (specifying details of it).

10 SUBORDINATION

10.1 **Acknowledgment**

Each Holder, by its subscription for or purchase of a Note, is taken to acknowledge that Kiwibank's obligations in respect of the Note are subordinated to the payment of the Unsubordinated Debt to Unsubordinated Creditors, in the manner provided in clause 10.2.

10.2 **Subordination**

(a) In a Liquidation, a Holder's claim for an amount owing by Kiwibank in connection with a Note is subordinated to the claims of Unsubordinated Creditors of Kiwibank, in that:

(i) all claims of Unsubordinated Creditors must be paid in full before the Holder's claim is paid; and

(ii) until the Unsubordinated Creditors have been paid in full, the Holder must not claim in the Liquidation in competition with the Unsubordinated Creditors so as to diminish any distribution, dividend or payment which, but for that claim, the Unsubordinated Creditors would have been entitled to receive.

(b) Each Holder irrevocably acknowledges and agrees that:

(i) in accordance with section 313(3) of the Companies Act, it is accepting a lower priority in relation to the debt represented by each Note than

that which it would otherwise have under section 313 of the Companies Act; and

(ii) nothing in sections 310 or 313 of the Companies Act will prevent these Conditions from having effect in accordance with their terms.

(c) Each Holder must not exercise its voting rights as an unsecured creditor in Liquidation or the voluntary administration of Kiwibank to defeat the subordination in this clause 10.2.

(d) Each Holder irrevocably acknowledges and agrees that the subordination effected by this clause 10.2 is not affected by any act or omission of Kiwibank or an Unsubordinated Creditor which might otherwise affect it at law or in equity.

(e) Each Holder irrevocably acknowledges and agrees that it must pay or deliver to the liquidator any amount or asset received on account of its claim in a Liquidation in connection with a Note in excess of its entitlement under clause 10.2(a) above.

(f) Nothing in this clause 10.2 shall be taken to require the consent of any Unsubordinated Creditor to any amendment of this clause 10.2.

10.3 **Unsecured**
The Notes are unsecured.

11 MEETINGS OF HOLDERS

11.1 **Meetings**
Meetings of Holders may be held in accordance with the Meeting Provisions. A meeting may consider any matter affecting the interests of Holders, including any amendment to the Deed Poll proposed by Kiwibank in accordance with clause 12.

11.2 **No voting rights**
A Note does not entitle its Holder to vote at a general meeting of Kiwibank.

12 AMENDMENT OF THESE CONDITIONS

12.1 **Amendments without consent**
Subject to complying with all applicable laws and to notifying the RBNZ in accordance with clause 12.3, Kiwibank may without the authority, assent or approval of the Holders, amend the Deed Poll (including these Conditions) if Kiwibank is of the opinion that the amendment:

(a) is of a formal, minor or technical nature;

(b) is made to cure any ambiguity or correct any manifest error;

(c) is necessary or expedient for the purpose of enabling the Notes to be quoted or to remain quoted on a securities exchange or to be lodged or to remain lodged in a clearing system or to be offered for sale or for subscription under the laws for the time being in force in any place;

(d) is necessary or expedient for the purpose of complying with any law, the provisions of any statute, the requirements of any statutory authority, the NZX Listing Rules or the listing or quotation requirements of any securities exchange on which Kiwibank may propose to seek a listing or quotation of the Notes;

(e) is made in accordance with clause 3.3(b); or

(f) will not materially adversely affect the interests of Holders as a whole.

12.2 **Amendment with consent**
Without limiting clause 12.1, Kiwibank may amend the Deed Poll if the amendment or addition has been approved by a Special Resolution and subject to notifying the RBNZ in accordance with clause 12.3.

12.3 **Requirement for RBNZ notification**
No amendment to the Deed Poll is permitted unless, at least five Business Days prior to the amendment being made, notification of the amendment has been made to the RBNZ, accompanied by any supporting documentation required by the RBNZ's prudential regulatory requirements.

12.4 **Meaning of amend and amendment**
In this clause 12, *amend* includes modify, cancel, alter or add to and *amendment* has a corresponding meaning.

13 FURTHER ISSUES AND NO OTHER RIGHTS

13.1 **Further issues**
Without limiting any other provision of these Conditions, each of the following is expressly permitted and authorised by these Conditions and does not affect, or constitute a modification or variation of, the rights or privileges attaching to the Notes then on issue:

(a) the issue of securities of any kind, or the conversion of existing securities into securities of any kind ranking equally with or in priority to, or having different rights from, the Notes; and

(b) a redemption, buy-back or return or distribution in respect of any equity securities of Kiwibank.

13.2 **No other rights**
A holder of the Notes has no right to:

(a) subscribe for new securities of Kiwibank; or

(b) otherwise participate in the profits or property of Kiwibank, except by receiving payments in accordance with these Conditions.

14 NOTICES

14.1 **Notices to Holders**
All notices, certificates, consents, approvals, waivers and other communications in connection with a Note to the Holders must be in writing and may be:

(a) so long as the Notes are quoted on the NZX Debt Market, given by publication of an announcement on NZX;

(b) given by an advertisement published in *The Post* or the *New Zealand Herald*, or any other newspaper nationally circulated within New Zealand;

(c) sent by prepaid post (airmail if appropriate) or left at the address of the relevant Holder (as shown in the Register at the close of business on the day which is 3 Business Days before the date of the relevant notice or communication); or

(d) sent to an email address provided by the Holder to the Registrar for the purposes of receiving such notices.

14.2 **Notices to Kiwibank and the Registrar**
All notices, and other communications to Kiwibank and the Registrar must be in writing and may be sent by prepaid post or left at the address of the registered office of Kiwibank or the Registrar or such other address as is notified to Holders from time to time.

14.3 **When effective**
Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in them.

14.4 **Receipt - publication on NZX**
If published by an announcement on NZX, communications are taken to be received when the announcement is made on NZX.

14.5 **Receipt - publication in newspaper**
If published in a newspaper, communications are taken to be received on the first date that publication has been made in all the required newspapers.

14.6 **Receipt – postal**
Unless a later time is specified in it, a notice, if sent by post, is taken to be received on the third Business Day after sending.

14.7 **Receipt - left at address**
If left at the address of a Holder, a notice is taken to be received when given unless received after 5pm in the place of receipt or on a day that is not a Business Day, in which case it is taken to be received at 9am on the next Business Day.

14.8 **Receipt – email**
If sent by email, communications are taken to be received on completion of transmission of the email in readable form to the recipient's email address, provided that if such completion of transmission occurs on a day that is not a Business Day, or after 5pm on a Business Day, the communication shall be taken to have been received on the next Business Day.

14.9 **Non-receipt of notice**
If there are two or more Holders, the non-receipt of any notice by, or the accidental omission to give any notice to, a Holder does not invalidate the giving of that notice.

15 PRIVITY

15.1 Clause 6.5 is intended to confer a benefit on, and may be enforced by, each Manager and the Registrar under the Contract and Commercial Law Act 2017.

15.2 Clause 10 is intended to confer a benefit on, and may be enforceable by, the Unsubordinated Creditors of Kiwibank under the Contract and Commercial Law Act 2017.

16 INTERPRETATION AND DEFINITIONS

16.1 **Definitions**

3 Month Bank Bill Rate means, in respect of an Interest Period during the Floating Rate Period:

(a) the FRA rate administered by the New Zealand Financial Benchmark Facility (*NZFBF*) (or any person that takes over the administration of that rate) for bank bills having a term of, or of about, 3 months as displayed at or about 10.45am (New Zealand time) or such later time as Kiwibank may determine on the Base Rate Determination Date on Bloomberg BKBM page 'GDCO 2805' (or any successor page); or

(b) if that rate is not displayed by 10.45am (New Zealand time) or such later time as Kiwibank may determine on that date (other than on account of a BKBM Disruption Event), the equivalent rate provided by the NZFBF (or any person that takes over the administration of that rate) at or around that time on that date,

in each case expressed as a percentage per annum and rounded, if necessary, to the nearest 4 decimal places with 0.00005% being rounded up.

AIL has the meaning given in clause 8.2(c)(i).

Alternative Reference Rate means, in respect of an Interest Period during the Floating Rate Period:

(a) the rate determined by Kiwibank at or about 10.45am (New Zealand time) or such other time as is customary for determining the rate on the Base Rate Determination Date as a rate that is generally accepted in the market for bank securities denominated in NZ dollars with an interest period of, or of about, 3 months; or

(b) if Kiwibank is not able, after making reasonable efforts, to ascertain such rate, or there is no such rate:

(i) a reference rate that is, in Kiwibank's opinion, appropriate to bank securities denominated in NZ dollars with an interest period of, or of about, 3 months; or

(ii) such other reference rate as Kiwibank considers appropriate having regard to available comparable indices,

in each case expressed as a percentage per annum and rounded, if necessary, to the nearest 4 decimal places with 0.00005% being rounded up.

Base Rate means, in respect of an Interest Period during the Floating Rate Period:

(a) the 3 Month Bank Bill Rate; or

(b) if a BKBM Disruption Event occurs, the Alternative Reference Rate.

Base Rate Determination Date means, in relation to an Interest Period during the Floating Rate Period, the first day of that Interest Period.

BKBM Disruption Event means a determination by Kiwibank that the rate referred to in paragraph (a) of the definition of 3 Month Bank Bill Rate has become unavailable.

Bookbuild means the process in connection with the Offer in which certain investors lodge bid for Notes and on the basis of those bids Kiwibank sets the initial Interest Rate and determines the Margin.

Business Day means:

(c) for the purposes of giving notices so long as the Notes are quoted on the NZX Debt Market, a day which is a "Business Day" within the meaning of the NZX Listing Rules; or

(d) for all other purposes, a day on which commercial banks in New Zealand are open for general business (including dealings in foreign exchange and foreign currency deposits), not being a Saturday, a Sunday, a New Zealand "public holiday" as defined in section 44(1)(a)-(j) of the Holidays Act 2003, or a day which is not a business day according to a market notice issued by the New Zealand Financial Markets Association (or its successor).

Commencement of Liquidation means the commencement of Liquidation.

Companies Act means the Companies Act 1993.

Conditions means these terms and conditions of the Notes.

Conditions of Registration means the conditions of registration or licence imposed on Kiwibank by the RBNZ, as amended from time to time.

Deed Poll means the deed poll made by Kiwibank in relation to the Notes, to which these Conditions are attached as schedule 1.

Equal Ranking Instruments means all securities which rank or are expressed to rank equally with the Notes in Liquidation, present and future.

Event of Default has the meaning given in clause 9.1.

Face Value has the meaning given in clause 1.2.

FATCA means Sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (the *Code*) (or any consolidation, amendment, re-

enactment or replacement of those sections and including any current or future regulations or official interpretations issued, agreements entered into pursuant to Section 1471(b) of the Code or non-US laws enacted or regulations or practices adopted pursuant to any intergovernmental agreement in connection with the implementation of those sections).

First Optional Redemption Date means the date that is 5 years before the Maturity Date.

Fixed Rate Period means the period from (and including) the Issue Date to (but excluding) the First Optional Redemption Date.

Floating Rate Period means the period from (and including) the First Optional Redemption Date to (but excluding) the Maturity Date.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Holder means a person for the time being registered in the Register as the holder of a Note.

Interest Payment Date means, in respect of each Note:

(a) each date that is the same day of the month as the Issue Date and which falls at quarterly intervals from the Issue Date until (but excluding) the Redemption Date (each a Scheduled Interest Payment Date); and

(b) the Redemption Date.

If an Interest Payment Date during the Floating Rate Period is not a Business Day, the Interest Payment Date will be the next Business Day unless that day falls in the next calendar month, in which case it will be the preceding Business Day, and, in either case, the amount of interest paid will be adjusted to reflect the actual payment date.

Interest Period means each period from (and including) an Interest Payment Date (or the Issue Date in the case of the first Interest Period) to (but excluding) the next Interest Payment Date (or the Maturity Date in the case of the final Interest Period).

Interest Rate has the meaning given in clause 3.3.

IRS means the United States Inland Revenue Service or any authority succeeding to its powers and responsibilities.

Issue Date means the date on which the Notes are issued.

Junior Ranking Instruments means:

(a) all securities which rank or are expressed to rank after the Notes in Liquidation, present or future; and

(b) all shares of Kiwibank (including ordinary and preference shares), present and future.

Kiwibank means Kiwibank Limited.

Kiwibank Group has the meaning given to "banking group" in the Conditions of Registration.

Liquidation means liquidation of Kiwibank under:

(a) section 241(5) or section 317 of the Companies Act; or

(b) under any other legislation under which Kiwibank will irrevocably cease to be duly incorporated or to validly exist in New Zealand.

Manager means each person named as arranger, joint lead manager or co-manager in the Offer Document, as applicable.

Margin means the margin (expressed as a percentage per annum) determined by Kiwibank in consultation with the Managers following the Bookbuild and announced by Kiwibank via NZX on or about the Rate Set Date.

Maturity Date means the date that is 10 years and 6 months after the Issue Date.

Meeting Provisions means the provisions for the convening of meetings of, and passing of resolutions by, Holders set out in schedule 2 of the Deed Poll.

Non-marketable Parcel of Notes means a parcel of Notes registered in the same name or same joint names, the aggregate Face Value of which is less than NZ$5,000 or is not a multiple of NZ$1,000.

Notes has the meaning given in clause 1.1.

NRWT has the meaning given in clause 8.2(c).

NZX means NZX Limited, and includes any person or authority which may in the future assume and perform the functions of NZX Limited.

NZX Debt Market means the debt market operated from time to time by NZX.

NZX Listing Rules means the listing rules of NZX, as amended, varied or waived (whether in respect of Kiwibank or generally) from time to time.

Offer means the invitation made under the Offer Document by Kiwibank for persons to subscribe for Notes.

Offer Document means any limited disclosure document, product disclosure statement, terms sheet or other offering document relating to the Notes which has been prepared by, or on behalf and with the approval of, Kiwibank in relation to the Notes and includes all supplements or amendments to, the relevant document.

Optional Redemption Date means:

(a) the First Optional Redemption Date; and

(b) each Scheduled Interest Payment Date after the First Optional Redemption Date.

Payment Default has the meaning given in clause 9.1(a).

Rate Set Date means the date specified as such in the Offer Document.

RBNZ means the Reserve Bank of New Zealand or any successor body responsible for prudential regulation of Kiwibank in New Zealand.

Record Date means, in the case of:

(a) payments of interest, the date which is 10 calendar days before the Interest Payment Date (or as otherwise prescribed by the NZX Listing Rules or if not prescribed by the NZX Listing Rules, a date determined by Kiwibank and notified to NZX); and

(b) payments of any other amount, a date determined by Kiwibank and notified to NZX (or such other date as may be prescribed by NZX).

If a Record Date is a day which is not a Business Day, then the Record Date will be the immediately preceding Business Day. For the purposes of determining the Record Date for an Interest Payment Date, the Business Day convention in clause 7.9 shall be disregarded.

Redemption means, in relation to a Note, the redemption of the Note in accordance with these Conditions and *Redeem*, *Redeemable* and *Redeemed* have corresponding meanings.

Redemption Date means, in respect of a Note, the first to occur of the following:

(a) an Optional Redemption Date on which the Note is to be Redeemed;

(b) the Maturity Date; and

(c) any other date on which the Note is to be Redeemed,

or, if the Note is not Redeemed on that day, the date on which the Note is Redeemed.

Reference Banks means ANZ Bank New Zealand Limited, ASB Bank Limited, Bank of New Zealand and Westpac New Zealand Limited, or any additional or replacement reference banks selected by Kiwibank from time to time.

Register means a register of Holders of Notes established and maintained by the Registrar.

Registrar means MUFG Pension & Market Services (NZ) Limited or any other person who from time to time maintains the Register on behalf of Kiwibank.

Regulatory Event means:

(a) a determination by Kiwibank to the effect that:

(i) there has been a change in New Zealand law, regulation or directive (including by way of the imposition of any New Zealand law, regulation or directive) that applies, or is to apply, after the Issue Date;

(ii) there has been a change in the interpretation or administration of any New Zealand law, regulation or directive by any authority (including the RBNZ) that applies, or is to apply, after the Issue Date; or

(iii) Kiwibank is or will be required to comply with any change in New Zealand law, regulation or directive or changed interpretation or administration,

that adversely affects, or will adversely affect, Kiwibank in relation to its regulatory capital treatment of the Notes provided such event is not minor and could not reasonably have been anticipated by Kiwibank as at the Issue Date; or

(b) a determination by Kiwibank, as a result of the occurrence of an event or circumstance that is not minor and could not reasonably have been anticipated as at the Issue Date, that some or all of the Notes are not, or will not be, able to be treated as "Tier 2 Capital" (or any equivalent successor term) for the purposes of Kiwibank's Conditions of Registration.

RWT has the meaning given in clause 8.2(d).

Scheduled Interest Payment Date has the meaning given in the definition of Interest Payment Date.

Selling Restrictions means the restrictions specified as such in the Offer Document.

Solvent means satisfying the solvency test contained in section 4 of the Companies Act.

Special Resolution has the meaning given in regulation 1.1 of the Meeting Provisions.

Swap Rate means the mid-market swap rate for an interest rate swap with a term equal to the Fixed Rate Period, commencing on the first day of the Fixed Rate Period, as calculated by Kiwibank on the Rate Set Date in accordance with market convention with reference to Bloomberg page 'ICNZ2' (or its successor page) adjusted for quarterly payments and rounded to 2 decimal places if necessary, with five being rounded up.

Tax Act means the Income Tax Act 2007.

Taxes means taxes, levies, imposts, deductions, charges or withholdings and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties and expenses in connection with them.

Tax Event means a determination by Kiwibank to the effect that:

(a) there has been a change in New Zealand law, regulation or directive (including by way of the imposition of any New Zealand law, regulation or directive) that applies, or is to apply, after the Issue Date;

(b) there has been a change in the interpretation or administration of any New Zealand law, regulation or directive by any authority (including the New Zealand Inland Revenue Department) that applies, or is to apply, after the Issue Date; or

(c) Kiwibank is or will be required to comply with any change in New Zealand law, regulation or directive or changed interpretation or administration,

that directly or indirectly affects the taxation treatment in relation to the Notes and that would result in more than a minimal increase in Kiwibank's costs in respect of the Notes, provided such event is not minor and could not reasonably have been anticipated by Kiwibank when the Notes were issued.

Unsubordinated Creditor means a creditor (including a depositor) of Kiwibank to whom Kiwibank is indebted in respect of Unsubordinated Debt.

Unsubordinated Debt means all present and future claims against Kiwibank (including but not limited to claims of all depositors of Kiwibank) which:

(a) would be entitled to be admitted in Liquidation; and

(b) do not rank and are not by their terms expressed to rank equally with, or behind, the claims of the Holders.

16.2 **Interpretation**

(a) Unless otherwise specified, a reference to a clause or paragraph is a reference to a clause or paragraph of these Conditions.

(b) Headings and holdings are for convenience only and do not affect the interpretation of these Conditions.

(c) The singular includes the plural and vice versa.

(d) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

(e) Unless otherwise specified in these Conditions, if an event under these Conditions must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day.

(f) A reference to *NZ dollars*, *NZ$* or *NZ cents* is a reference to the lawful currency of New Zealand.

(g) Calculations, elections and determinations made by or on behalf of Kiwibank under these Conditions are binding on Holders in the absence of manifest error.

(h) Any provisions which refer to the requirements of the RBNZ or any other prudential regulatory requirements will apply to Kiwibank only if Kiwibank is an entity, or the holding company of an entity, subject to regulation and supervision by the RBNZ at the relevant time.

(i) Any provisions which require the RBNZ to be notified or require the RBNZ's consent or approval will apply only if the RBNZ requires that such notification be made, or such consent or approval be given, at the relevant time.

(j) Any provisions in these Conditions requiring the prior consent or approval of the RBNZ for a particular course of action to be taken do not imply that the RBNZ has given its consent or approval to the particular action as of the Issue Date. Where under these Conditions, RBNZ approval is required, for any act to be done or not done, that term does not imply that RBNZ consent or approval has been given as at the Issue Date.

(k) The terms *holding company* and *subsidiary*, when used in these Conditions have the meanings given in the Companies Act.

(l) A reference to a party to an agreement or deed includes a reference to a replacement or substitute of the party according to that agreement or deed.

(m) A reference to an agreement or deed includes a reference to that agreement or deed as amended, amended and restated, varied, supplemented, replaced or novated from time to time.

(n) The words *includes* or *including*, *for example* or *such as* do not exclude a reference to other items, whether of the same class or genus or not.

(o) Words importing any gender include all other genders.

(p) A reference to any term defined by the RBNZ (including, without limitation, "Tier 2 Capital") shall, if that term is replaced or superseded in any of the RBNZ's applicable prudential regulatory requirements or standards, be taken to be a reference to the replacement or equivalent term.

(q) A reference to a term defined by the NZX Listing Rules or Conditions of Registration shall, if that term is replaced in those rules or conditions, be taken to be a reference to the replacement term.

(r) Where Kiwibank is required to give or serve a notice by a certain date under these Conditions, Kiwibank is required to despatch the notice by that date (including at Kiwibank's discretion, by posting or lodging notices with a mail house) and delivery or receipt (or deemed delivery) is permitted to occur after that date.

(s) Where a Holder is required to give or deliver a notice to Kiwibank by a certain date under these Conditions, the notice must be received by Kiwibank by that date.

(t) A reference to time is to New Zealand standard time.

(u) If Kiwibank is declared to be subject to statutory management or resolution, a reference in these Conditions to Kiwibank includes, where the context requires, the statutory manager or resolution manager, respectively, exercising Kiwibank's rights under these Conditions.

(v) The term *prudential regulatory requirements* includes Conditions of Registration.

SCHEDULE 2
Meeting Provisions

1 DEFINITIONS

1.1 In these provisions:

Appointed Time means the day and time at which any meeting of Holders or the taking of a poll of Holders (not at a meeting of Holders) is due to be held.

Class means a category of Notes which constitutes a separate class of Notes being any category of Notes having substantially the same rights, privileges, limitations and conditions, which in the reasonable opinion of Kiwibank at any particular time, for any particular purpose, constitutes a separate class of Notes.

Class of Holders means the Holders of a Class of Notes.

Proxy Closing Time means 48 hours before the Appointed Time of the relevant meeting of Holders or taking of a poll of Holders or such other time approved by Kiwibank.

Regulation means a clause of this schedule.

Representative means:

(a) in the case of an individual Holder, a person appointed by an instrument of proxy or by power of attorney or, in the event of the death of a Holder, the personal representative of that Holder;

(b) in the case of a Holder which is a corporation or corporation sole either:

(i) a person appointed by an instrument of proxy or by power of attorney; or

(ii) a person authorised by the directors of the corporation, or, in the case of a corporation sole, a person authorised pursuant to its constitution.

Special Resolution means a resolution approved by Holders holding Notes with a Face Value of no less than 75% of the aggregate Face Value of the Notes held by those persons who are entitled to vote and who vote on the question.

Working day has the meaning given in section 13 of the Legislation Act 2019.

1.2 In this schedule, references to Notes and Holders are references to the Notes of the relevant Class of Notes only and the Holders of the relevant Class of Notes only.

2 CONVENING

2.1 **Meeting required by law**
Kiwibank shall, whenever required to do so pursuant to the Financial Markets Conduct Act 2013 or any other applicable law, convene a meeting of the Holders.

2.2 **By Holders**
Kiwibank shall, at the request in writing of Holders holding not less than 5% of the aggregate Face Value of the Notes then outstanding, convene a meeting of the Holders. The request must state the nature of the business proposed to be dealt with at the meeting concerned.

2.3 **By Kiwibank**
Kiwibank may at any time of its own volition convene a meeting of the Holders.

2.4 **Place of meeting**
Each meeting will be held in Wellington or at such other place and/or in such manner (including, but not limited to, use of telephone, video or internet conferencing technology) as designated by Kiwibank.

2.5 **Regulations**
Meetings of Holders shall be convened and held in accordance with the provisions of this schedule or such supplemental rules or procedures for meetings, and/or variations to the rules and procedures applying to such meeting set out in this schedule, as Kiwibank may determine from time to time.

3 **NOTICE OF MEETINGS**

3.1 **Notice**
Kiwibank must ensure that written notice of the time and place of a meeting of Holders is sent to the following at least 15 working days before the meeting:

(a) every Holder entered in the Register as at the close of business 5 working days prior to the despatch of the notice that is entitled to receive notice of the meeting; and

(b) the Registrar.

3.2 **Contents of Notice**
The notice must state:

(a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Holder to form a reasoned judgment in relation to it;

(b) the text of any Special Resolution to be submitted to the meeting; and

(c) the right of a Holder to appoint a proxy.

3.3 **Accidental omission**
The accidental omission to give notice of a meeting to, or the failure to receive notice of a meeting by, a Holder does not invalidate the proceedings at that meeting.

3.4 **Adjourned meeting**
If a meeting of Holders is adjourned for less than 30 days, it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting that is adjourned.

4 QUORUM

4.1 Quorum required

No business may be transacted at a meeting of Holders if a quorum is not present.

4.2 Quorum for Special Resolution

A quorum for a meeting of Holders at which a Special Resolution is to be submitted is present if Holders or their Representatives are present who hold Notes with a combined Face Value of no less than 25% of the Face Value of the Notes held by those persons who are entitled to vote on the business to be transacted by the meeting, and in any case at least 2 Holders or their Representatives must be present.

4.3 Quorum for other business

A quorum for any other business at a meeting of Holders is present if Holders holding at least 10% of the Face Value of the Notes are present in person or by their Representative and in any case at least 2 Holders or their Representatives must be present.

4.4 Quorum not present

Despite regulation 4.1, if a quorum is not present within 30 minutes after the time appointed for the meeting:

(a) in the case of a meeting called under regulation 2.2, the meeting is dissolved; and

(b) in the case of any other meeting, the meeting is adjourned to the day that is 10 working days after the date appointed for the meeting at the same time and place, or to such other date, time, and place as Kiwibank may appoint. If, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the Holders or their Representatives present are a quorum.

4.5 Present by audio and other means

To avoid doubt, a Holder participating in a meeting by means of audio, audio and visual, or electronic communication is present at the meeting and part of the quorum if the form of that audio, audio and visual or electronic communication has been approved by the chairperson of the meeting.

5 CHAIRPERSON

5.1 A person nominated by Kiwibank shall preside at every meeting of Holders. If no such person is nominated or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting, the Holders or Representatives present shall appoint a person to be chairperson of the meeting.

6 RIGHT TO ATTEND AND SPEAK

6.1 Any:

(a) director, officer or solicitor, auditor or accountant of Kiwibank;

(b) person appropriately authorised by Kiwibank;

(c) Holder or Holder's Representative; or

(d) the Registrar,

may attend any meeting and all such persons will have the right to speak at the meeting.

7 ADJOURNMENT

7.1 Chairperson may adjourn

The chairperson of the meeting may, with the consent of the meeting at which a quorum is present, and will, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

7.2 Business at adjourned meeting

No business will be transacted at any adjourned meeting except business which might have been lawfully transacted at the meeting from which the adjournment took place.

8 ONLY PERSONS ON REGISTER RECOGNISED

8.1 The persons named as Holders in the Register at the Proxy Closing Time will be recognised and treated as the legal owners of the Notes whether those persons are or are not in fact the beneficial owners of those Notes.

9 AUTHORITY TO VOTE

9.1 Voting

An individual Holder may vote personally or by their Representative and a Holder which is a corporation may vote by its Representative. A Holder may appoint more than one Representative, each such Representative being authorised to act on behalf of the Holder in respect of a specified Face Value of Notes.

9.2 Entitlement

The persons named in the Register as Holders at the Proxy Closing Time, or the Representative(s) or the personal representatives or assignees in bankruptcy of any such Holder will be exclusively entitled to vote in person or by Representative in respect of the Notes recorded as owned by them.

10 PROXIES

10.1 In writing

The instrument appointing a proxy must be in writing signed by the appointer or their attorney or, if the appointer is a corporation, either by an authorised officer or attorney or by any director, general manager, investment manager or other person who appears to have authority to appoint a proxy on behalf of the corporation.

10.2 Proxy need not be Holder

A person appointed to act as a proxy need not be a Holder. A holder of a proxy will have the right to speak at the meeting.

10.3 **Deposit of proxy**

The instrument appointing a proxy, and, if applicable, the power of attorney or other authority under which it is signed or a copy of such power or authority certified by a solicitor or in any other manner approved by Kiwibank, must be deposited at the place and in the manner specified by Kiwibank in the notice convening the meeting (or, if no such place is appointed, then at the registered office of Kiwibank) not later than the Proxy Closing Time. An instrument of proxy which is not so deposited will not be treated as valid unless Kiwibank, in its absolute discretion, elects to accept any instrument of proxy notwithstanding that that instrument, or any power of attorney or other authority, is received or produced at a place other than that specified above or out of time.

10.4 **Form of proxy**

An instrument of proxy may be in any usual or common form or in any other form approved by Kiwibank and may make provision for directions to be given by the grantor to vote in favour of or against any proposed resolution.

10.5 **Proxy valid for meeting**

An instrument of proxy, whether in a usual or common form or not, will, unless the contrary is stated thereon, not need to be witnessed and will be valid for the meeting to which it relates and for any adjournment of that meeting. Notwithstanding any provisions contained in an instrument of proxy, no instrument of proxy will be valid after the expiration of 12 months from the date of its execution notwithstanding any provision to the contrary in the instrument, but this provision will not be construed to apply to the appointment of an attorney or Representative otherwise than by an instrument of proxy.

10.6 **Proxy in favour of chairperson**

An instrument of proxy in favour of:

(a) the chairperson of Kiwibank; or

(b) the chairperson of the meeting,

(however expressed) will be valid and effectual as though it were in favour of a named person and will, in the case of paragraph (a) above, constitute the person holding the office of the chairperson of Kiwibank or, in the case of paragraph (b) above, the person who chairs the meeting for which the proxy is used (whether on adjournment or not) the lawful proxy of the appointer. If the Holder gives the proxy discretion in any such instrument of proxy or does not make an election in respect of a resolution, the Holder will be deemed to be directing the proxy to vote in favour of the relevant resolution(s).

11 HOLDER MAY APPOINT ATTORNEY

11.1 Except where a Holder is a member of the Kiwibank Group, any Holder may by power of attorney appoint an attorney (who need not be a Holder) to vote and act on their behalf at any meeting. An attorney will be entitled to produce evidence of their appointment at any time before the Proxy Closing Time. An attorney who is so empowered may exercise the Holder's right to appoint a proxy.

12 CORPORATE REPRESENTATIVES

12.1 Authority

A Representative of a Holder which is a corporation or a corporation sole will, until their authority is revoked, be entitled to exercise the same powers on behalf of the corporation as that corporation could exercise if it were an individual Holder and will be entitled to produce evidence of their authority to act at any time before the Appointed Time of, or at, the meeting or adjourned meeting or for the taking of a poll at which the Representative proposes to vote.

12.2 Right to act

A Representative will have the right to demand or join in demanding a poll and will (except and to the extent to which the Representative is specially directed to vote for or against any proposal) have power generally to act at the meeting for the Holder concerned.

13 VOTING PROCEDURE AND POLLS

13.1 Show of hands

A resolution (other than a Special Resolution) put to the vote of a meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands) by:

(a) the chairperson of the meeting;

(b) Kiwibank or any representative of Kiwibank; or

(c) one or more Holders or their Representatives holding or representing not less than 5% in aggregate Face Value of the Notes.

A declaration by the chairperson of the meeting that a resolution has been carried by the requisite majority or lost will be conclusive evidence of that fact unless a poll is demanded.

13.2 Special Resolution

A Special Resolution put to the vote of a meeting will be decided on a poll.

13.3 Number of votes

(a) On a show of hands each person present at the meeting and entitled to vote (whether personally or as a Representative) will have one vote only. On a poll every Holder who is present in person or by a Representative will have one vote for every Note of which that person is the Holder as at the date of the meeting.

(b) On a poll votes may be given either personally or by Representative and a person entitled to more than one vote need not use all their votes or cast all the votes they use in the same way.

(c) Neither Kiwibank nor any other member of the Kiwibank Group will be entitled to vote in relation to any Notes held by them.

13.4 **Poll**

If a poll is demanded in accordance with regulation 13.1 or required under regulation 13.2, it will be taken in the manner directed by the chairperson of the meeting and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.

13.5 **Chairperson has no casting vote**

The chairperson of any meeting will not have a casting vote in addition to the votes (if any) to which the chairperson may be entitled as a Holder or on behalf of Holders.

13.6 **Time for poll**

A poll demanded on the election of a chairperson of the meeting or on a question of adjournment will be taken immediately. A poll demanded on any other question will be taken either immediately or at a time within 30 days from the date of the meeting and in a place appointed by the chairperson. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded. No notice need be given of a poll not taken immediately.

13.7 **No disturbance**

The demand for a poll will not prevent the continuance of a meeting for the transaction of business other than the question in relation to which the poll has been demanded.

13.8 **Joint Holders**

In the case of joint Holders the vote of the senior who tenders a vote whether in person or by Representative will be accepted to the exclusion of the vote of the other joint Holders and for this purpose seniority will be determined by the order in which the names stand in the Register in respect of the joint holding.

13.9 **Disqualification**

A vote given in accordance with the terms of an instrument of proxy or power of attorney or other authority will be valid notwithstanding the previous death, insanity or (in the case of a corporation) liquidation of the principal or revocation of the proxy or power of attorney or authority or the transfer of the Notes in respect of which the vote is given, provided that no written notice of such death, insanity, liquidation, revocation or transfer is received by Kiwibank at its registered office before the commencement of the meeting or adjourned meeting at which the proxy, attorney or authority is used.

14 SPECIAL RESOLUTIONS

14.1 **Powers**

A meeting of Holders will, in addition to all other powers which by this deed are specified as exercisable by Special Resolution, have the following powers exercisable by Special Resolution, namely power to:

(a) sanction either unconditionally or upon any conditions the release of Kiwibank from the payment of all or any part of the moneys payable pursuant to the Conditions or the Notes;

(b) sanction any alteration, release, modification, waiver, variation, or compromise or any arrangement relating to the rights of the Holders against Kiwibank or its assets however those rights arise;

(c) assent to any amendment to the terms of the Conditions proposed or agreed to by Kiwibank and to authorise Kiwibank to execute any supplemental deed embodying any such amendment;

(d) give any sanction, assent, release or waiver of any breach or default by Kiwibank under any of the provisions of the Conditions; or

(e) sanction any scheme for the reconstruction of Kiwibank or for the amalgamation of Kiwibank with any other corporation where such sanction is necessary.

However, no such amendment, alteration, modification, waiver, variation, compromise or arrangement may be made or entered into with respect to the Conditions (whether by Special Resolution or otherwise) that would affect, or potentially affect, the eligibility of the Notes as "Tier 2 Capital" under the RBNZ's prudential standards at the relevant time unless the RBNZ has been notified of the proposal and has not objected to it.

14.2 **Binding on Holders**

A Special Resolution passed by Holders in accordance with this schedule will be binding upon all the Holders whether or not they were present or entitled to be present at the relevant meeting, or signed the relevant resolution pursuant to regulation 16, as the case may be, and all Holders will be bound to give effect to that resolution. The passing of any such resolution will, as between Kiwibank and the Holders, be conclusive evidence that the circumstances justify the passing thereof. Notwithstanding the foregoing:

(a) a resolution which affects a particular Holder only, rather than the rights of all Holders generally, or of a particular Class of Holders generally, will not be binding on such Holder unless such Holder agrees to be bound by the terms of such resolution;

(b) a resolution which affects one Class only of Notes is deemed to have been duly passed if passed at a properly convened and held meeting of the Holders of that Class or pursuant to regulation 16;

(c) a resolution which affects more than one Class of Notes, but does not give rise to a conflict of interest between the Holders of any of the Classes so affected, is deemed to have been duly passed if passed at a single properly convened and held meeting of the Holders of all Classes so affected or pursuant to regulation 16; and

(d) a resolution which affects more than one Class of Notes and gives or may give rise to a conflict of interest between the Holders of any of the Classes so affected is deemed to have been duly passed if passed at separate properly convened and held meetings of the Holders of each Class so affected or pursuant to regulation 16.

14.3 **Reliance on advice**
Kiwibank may rely on, and the Holders and the Registrar for the relevant Class shall be bound by, a legal opinion from a leading law firm in New Zealand to the effect that a resolution affects one Class only or, if it affects more than one Class of Notes, does not give rise to a conflict of interest, for the purposes of determining the meeting or meetings which need to be held for the purposes of regulation 14.2.

15 MINUTES TO BE KEPT

15.1 Minutes of all resolutions and proceedings at every meeting will be made by Kiwibank or, if Kiwibank is not present at the meeting, by a person appointed by the chairperson of the meeting. Minutes must be entered in books from time to time provided for that purpose by Kiwibank. Any such minutes, if signed or apparently signed by the chairperson of the meeting at which a resolution was passed or proceedings had or by the chairperson of the next meeting of Holders, will be prima facie evidence of the matters recorded in those minutes. Until the contrary is proved every meeting in respect of which minutes have been made will be deemed to have been properly held and convened and all resolutions passed or proceedings had at that meeting to have been properly passed and had.

16 RESOLUTIONS IN WRITING

16.1 **Special Resolution**
Anything that may be done by Holders by a Special Resolution passed at a meeting of Holders may be done by a resolution in writing signed by Holders who hold Notes with a combined Face Value of no less than 75% of the Face Value of the Notes held by those Holders entitled to vote on the resolution at a meeting of Holders.

16.2 **Counterparts**
Any such resolution may consist of several documents in similar form, each signed by one or more Holders.

16.3 **Execution**
Any such resolution may be signed by a Holder, or an agent or attorney of the Holder duly authorised in writing, or if the Holder is a company, by a director, or by an attorney so authorised by the company.

16.4 **Notice of proposed resolution**
Kiwibank must ensure:

(a) that a proposed resolution under this regulation 16 is dated with the date on which the proposed resolution is first sent to a person entitled to vote for the purpose of signing (the *circulation date*);

(b) that the proposed resolution is sent to every person entitled to vote;

(c) as far as is reasonably practicable, the proposed resolution is sent under paragraph (b) on the circulation date; and

(d) that a proposed resolution sent under paragraph (b) is accompanied by a statement of the effect of regulation 16.5 below.

16.5 **Lapse of proposed resolution**

A proposed resolution under this regulation lapses if it is not passed under this regulation 16 within 3 months after the circulation date.

16.6 **Non-receipt of notice**

The accidental omission to send a proposed resolution or statement under regulation 16.5 above to a person entitled to vote does not invalidate a resolution passed under this regulation 16.

16.7 **Copies**

Kiwibank must, within 5 working days after a resolution is passed under this regulation 16, send a copy of the resolution to every person entitled to vote who did not sign the resolution and on whose behalf the resolution was not signed.