

Note Deed Poll

In relation to the Kiwibank Limited Debt
Issuance Programme and Medium Term Note
Programme

**TABLE OF CONTENTS**

1	INTERPRETATION	3
1.1	Incorporation of defined terms	3
1.2	Further references	3
2	THE NOTES	3
2.1	Creation of Notes	3
2.2	Covenant to pay	3
3	RIGHTS AND OBLIGATIONS OF HOLDERS	4
3.1	Notes to which this deed applies	4
3.2	Benefit and entitlement	4
3.3	Rights independent	4
3.4	Holders bound	4
3.5	Direction to hold deed poll	4
3.6	Copies of documents to Holders	4
4	MEETINGS OF HOLDERS	4
4.1	Meetings	4
5	GOVERNING LAW	5
5.1	Governing law	5
6	DELIVERY	5
SCHEDULE 1		6
SCHEDULE 2		39
SCHEDULE 3		44



NOTE DEED POLL

NOTE DEED POLL

DATE: 30 AUGUST 2019

MADE BY

Kiwibank Limited (CN 1135352) ("**Kiwibank**")

INTRODUCTION

- A Kiwibank proposes to establish a wholesale programme under which it may issue Notes from time to time ("**Debt Issuance Programme**") and a retail programme under which it may issue Notes in the New Zealand capital markets from time to time ("**Medium Term Note Programme**").
- B Notes issued by Kiwibank under this deed will be issued in registered form by inscription in the Register and constituted by this deed.

COVENANTS:

1 INTERPRETATION

1.1 Incorporation of defined terms

Terms which are defined or construed in the terms and conditions attached as Schedule 1 ("**Terms and Conditions**") have the same meaning or construction when used in this deed, unless the context requires otherwise.

1.2 Further references

In this deed, unless the context otherwise requires, references to clauses, paragraphs and Schedules are to the clauses and paragraphs of, and schedules 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 and the relevant Conditions.

Each Tranche of Notes will be issued under Final Terms which supplement and/or modify and/or replace the Terms and Conditions.

2.2 Covenant to pay

Kiwibank will, in accordance with the relevant Conditions:

- (a) (other than in the case of a Zero Coupon Note) pay or procure to be paid to each Holder, interest on each Note (less any amount required to be deducted under Condition 17 of the Terms and Conditions); and



- (b) on each date on which any Note becomes due to be redeemed pay or procure to be paid to each Holder the Redemption Amount of that Note (less any amount required to be deducted under Condition 17 of the Terms and Conditions).

3 RIGHTS AND OBLIGATIONS OF HOLDERS

3.1 Notes to which this deed applies

This deed applies to all debt securities issued on or after the date of this deed by Kiwibank which are expressed as being issued under the Debt Issuance Programme, the Medium Term Note Programme or this deed.

3.2 Benefit and entitlement

This deed is executed as a deed poll. Each Holder has the benefit of, and is entitled to enforce, 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.

3.3 Rights independent

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

3.4 Holders bound

Each Note will be issued and held subject to its Conditions and 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 Conditions of the relevant Note.

3.5 Direction to hold deed poll

Each Holder is taken to have irrevocably:

- (a) instructed Kiwibank that this deed (or a certified copy) is to be delivered to, and held by, the Registrar; and
- (b) appointed and authorised the Registrar to hold this deed at its Specified Office on behalf of the Holder.

3.6 Copies of documents to Holders

Within 14 days of Kiwibank or the Registrar receiving a written request from a Holder to do so, Kiwibank must give, or procure that the Registrar gives, to the Holder a certified copy of this deed and any other Note Document if the Holder requires the copy in connection with any legal proceeding, claim or action brought by the Holder in relation to its rights under a Note.

4 MEETINGS OF HOLDERS

4.1 Meetings

Meetings of Holders are to be convened and held in accordance with the Meetings Provisions attached as Schedule 3 to this deed.



5 **GOVERNING LAW**

5.1 **Governing law**

This deed is governed by New Zealand law.

6 **DELIVERY**

For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this deed will be delivered by Kiwibank, immediately on the earlier of:

- (a) physical delivery of an original of this deed, executed by Kiwibank, into the custody of the Registrar; or
- (b) transmission by Kiwibank or its solicitors (or any other person authorised in writing by Kiwibank) of a facsimile, photocopied or scanned copy of an original of this deed, executed by Kiwibank, to the Registrar.

EXECUTED as a deed poll by

Kiwibank Limited by:

Print name: NICK GRIFFITHS
Authorised Signatory HEAD OF LEGAL-
CAPITAL AND FUNDING

Print name: LEANNE MARTIN
Authorised Signatory HEAD OF FUNDING

In the presence of:

Name: E.C. McELREA

Occupation: FUNDING AND SECURITISATION MANAGER

Address: WELLINGTON



SCHEDULE 1

Terms and Conditions

The following are the general terms and conditions which, as supplemented, modified and/or replaced by the relevant Final Terms, will apply to each Note issued under the Kiwibank Limited wholesale Debt Issuance Programme or the Kiwibank Limited retail Medium Term Note Programme. Definitions and interpretation provisions are set out in Condition 25.

PART 1 PROGRAMMES AND CONDITIONS

1 Programmes

Notes may be issued under:

- (a) the Kiwibank Limited wholesale Debt Issuance Programme; or
- (b) the Kiwibank Limited retail Medium Term Note Programme,

which are each established under the Note Deed Poll by Kiwibank Limited (CN 1135352) ("**Kiwibank**").

Kiwibank is not required to issue any Notes under the Programmes.

2 Types and Conditions of Notes

2.1 Conditions

Each Tranche of Notes will be issued under Final Terms which supplement, modify and/or replace these terms and conditions and will specify which Programme the Notes are issued under.

Each Note issued under a Programme is subject to these terms and conditions as so supplemented, modified and/or replaced.

2.2 Series and Tranches of Notes

Notes are issued in Series.

Each Series of Notes may comprise one or more Tranches on terms that are identical, except for their Issue Dates, Issue Prices, first Interest Payment Dates and/or Interest Commencement Dates.

2.3 Types of Notes

A Note may be:

- (a) a Fixed Rate Note; or
- (b) a Floating Rate Note; or



- (c) a Zero Coupon Note,

or any other type of Note specified in the relevant Final Terms. Notes may be puttable or callable in accordance with Condition 14.

2.4 Issue Price

Notes may be issued at par or at a premium or at a discount, as set out in the relevant Final Terms.

2.5 Hierarchy of conditions

In the event of any inconsistency between the provisions of any Final Terms and these terms and conditions, the provisions of the relevant Final Terms will prevail.

3 Issue procedure

When Kiwibank has agreed to issue Notes, the relevant Tranche of Notes will be constituted and issued by Kiwibank:

- (a) entering into Final Terms in respect of that Tranche; and
- (b) sending to the Registrar an Issue Notice requiring the Registrar to enter the details of the relevant Notes in the Register in accordance with the Conditions and the Agency Agreement,

and the Registrar entering such details in the Register in accordance with the Issue Notice.

4 Inspection of Final Terms and other documents

Copies of the Final Terms for any Notes, the Note Deed Poll, and these terms and conditions are available for inspection or upon request by Holders or prospective Holders during normal business hours at the Specified Office of Kiwibank or the Registrar.

5 Kiwibank's obligations on the Notes

5.1 Conditions are binding

Each Note will be issued and held subject to its Conditions and the Note Deed Poll, 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 Conditions of the relevant Note and all the provisions of the Note Deed Poll.

5.2 Covenant to pay

Kiwibank will, in accordance with the relevant Conditions:

- (a) (other than in the case of a Zero Coupon Note) pay or procure to be paid to each Holder interest on each Note (less any amount required



to be deducted under Condition 17) in accordance with its Conditions; and

- (b) on each date on which any Note becomes due to be redeemed pay or procure to be paid to each Holder the Redemption Amount of that Note (less any amount required to be deducted under Condition 17).

5.3 Independent obligations

The obligations of Kiwibank in respect of each Note are separate and independent obligations which the Holder is entitled to enforce independently without having to join any other Holder or any predecessor in title of a Holder.

PART 2 FORM, TITLE AND TRANSFER

6 Form and denomination

6.1 Form

Each Note shall:

- (a) be a registered debt obligation of Kiwibank, constituted by, and owing under, the Note Deed Poll;
- (b) be in uncertificated book entry form;
- (c) have an original tenor of 365 days or more;
- (d) be denominated in New Zealand dollars (unless otherwise specified in the relevant Final Terms); and
- (e) have a face value of NZ\$1.00 or such other amount as may be specified in the relevant Final Terms.

6.2 Specified Principal Amounts

Each Series shall have Specified Principal Amounts for holdings of Notes of that Series, which shall include a minimum principal amount for such holdings and may also include multiples of an amount in excess of such minimum principal amount, in each case as specified in the relevant Final Terms.

If a minimum principal amount is specified but required multiples are not specified, then Notes may be held in the minimum principal amount specified or in any principal amount in excess thereof.

If no Specified Principal Amounts are specified in the relevant Final Terms, then the Specified Principal Amounts shall be NZ\$5,000 and multiples of NZ\$1,000 thereafter.



7 Status and ranking

Unless otherwise stated in respect of any Series in the Conditions for that Series, the Notes constitute direct, unconditional and unsecured obligations of Kiwibank, ranking equally among themselves and at least equally with all other present and future unsecured and unsubordinated obligations of Kiwibank, except for liabilities mandatorily preferred by law.

8 Ownership and Register

8.1 Title to Notes

The Notes are debt obligations of Kiwibank, issued in registered form by entries in the Register.

Entry in the Register in relation to a Note is conclusive evidence that the person so entered is the absolute owner of the Note, subject to correction for fraud or error.

8.2 Certificates

At the request of a Holder, or otherwise as required by any applicable law or listing rules, Kiwibank shall procure the Registrar to issue to that Holder a holding statement or notice of registration in relation to the Notes held by that Holder. Such holding statement or notice of registration shall be in the form agreed between Kiwibank and the Registrar and shall comply with any applicable law and listing rules.

A holding statement or notice of registration issued in respect of a Note will not constitute a document of title. Entitlement will be determined solely by entry in the Register and, in the case of the beneficial interest in Notes lodged in a Clearing System, the records of that Clearing System.

8.3 Details in the Register

Kiwibank shall at all times while Notes are outstanding cause the Registrar to:

- (a) maintain the Register for the Series in New Zealand; and
- (b) record in the Register the Holders and such other details of the Notes as required by law, any applicable listing rules and the relevant Conditions, and as Kiwibank and the Registrar may otherwise agree from time to time, provided that any failure by the Registrar to record the relevant details of the Notes in the Register shall not affect the application of such Conditions to the relevant Notes.

8.4 Tax and other information required from Holders

- (a) Each Holder must notify the Registrar in writing of its country of residency for Tax purposes and such other information as may be required to determine the payment or withholding obligations of Kiwibank or the Registrar, and, if not resident in New Zealand for



Tax purposes, whether the Holder receives payments from the Issuer in respect of the Notes subject to the New Zealand resident withholding tax rules.

- (b) Each Holder must, within ten Business Days of a reasonable request by Kiwibank or an Agent, supply to that person such forms, documentation and other information relating to its status as that person reasonably requests for the purposes of that person's compliance with any law, regulation or exchange of information regime.

8.5 Inspection of Register

The Registrar must disclose to a Holder who so requests any information held on the Register which relates to the Notes registered in the name of that Holder and all other information and matters required by any applicable law.

8.6 Non-recognition of interests

Except as ordered by a court of competent jurisdiction or required by law, Kiwibank and each Agent:

- (a) must treat the person whose name is entered in the Register as the Holder of a Note as the absolute beneficial owner of that Note;
- (b) are not bound to recognise any interest, legal or equitable, in any Note; and
- (c) shall not be affected by any trust (express, implied or constructive) or other equity affecting any Note, or any encumbrance, security or other interest to which any Note may be subject, even if Kiwibank or the Agent has actual notice of any such interest.

8.7 Reliance on Register

Neither Kiwibank nor any Agent shall be:

- (a) required to obtain proof of identity of a Holder or its ownership of Notes; or
- (b) liable to any Holder or former Holder for relying on the Register or for accepting as valid any detail recorded in the Register subsequently found to be forged, irregular or not authentic.

8.8 Correction of errors

Each Agent or Kiwibank may, on such evidence as appears to it to be sufficient, correct errors and remedy omissions in the Register.

8.9 Co-ownership of Notes

Where two or more persons are entered in the Register as holders of the same Note then they are taken to hold the Note as joint tenants with rights



of survivorship. The Registrar is not bound to register more than four persons as joint holders of a Note. In the case of joint holders, only one address will be recorded in the Register and any statement of holding, notice or other document or communication from Kiwibank or the Registrar will be delivered to the person whose name is recorded first in the Register on behalf of each joint holder.

If two or more persons apply to be registered as tenants in common, the Registrar may, after notifying the persons of its intention to do so, divide the Notes into parcels which represent each person's share. If the Notes cannot be divided into parcels which would comply with Specified Principal Amount requirements of the Notes, the Registrar may refuse the application.

9 Transfer of Notes

9.1 Form of transfer

A Holder may transfer any Note held by it by:

- (a) a written instrument of transfer in any commonly used form that complies with the standard form and procedures of the Registrar and applicable law;
- (b) instructing the Registrar to transfer the Note into the name(s) of the transferee(s) through NZClear in accordance with the standard form and procedures of the Registrar or through any other electronic system or facility approved or designated under applicable law from time to time for the transfer of debt securities; or
- (c) any other method of transfer of marketable securities (including as may be operated in accordance with any listing rules) that is not contrary to any law and that is approved by Kiwibank.

9.2 Requirements for transfers

Each instrument of transfer as referred to in Condition 9.1 must be:

- (a) duly completed, signed by the transferor and lodged with the Registrar;
- (b) accompanied by any evidence (including legal opinions) that the Registrar or Kiwibank reasonably requires to prove the title of the transferor, the transferor's right to transfer the Notes or the identity of the transferor and/or the transferee; and
- (c) if the instrument of transfer is executed by some other person on behalf of the transferor or on behalf of a corporation, accompanied by the authority of that person to execute that transfer.



9.3 Partial transfers

A Holder may transfer part of its holding of Notes. However, no transfer of any partial holding may be made if it would result in the transferor or the transferee holding or continuing to hold Notes with an aggregate principal amount that is not a Specified Principal Amount.

9.4 When transfers effective

Subject to Condition 10.2, title to Notes passes when details of the transfer are recorded in the Register.

9.5 Transfers after Record Date

No Holder may require the transfer of a Note to be registered during the period from a Record Date until the relevant Interest Payment Date, Maturity Date or due date for redemption on an exercise of a put or call pursuant to Condition 14. This Condition will not prevent the registration of a transfer during the period from a Record Date until the relevant Interest Payment Date (other than the Maturity Date) but, in that case, the interest due on the Interest Payment Date will be paid to the Holder appearing on the Register at the close of business on the relevant Record Date.

9.6 Fees and charges

Neither Kiwibank nor the Registrar shall charge a fee to any Holder for registering transfers or issuing holding statements or notices of registration (but Holders or prospective Holders shall be responsible for any applicable Taxes and other governmental charges).

9.7 Selling restrictions

A Holder may only offer for sale or sell any Note in conformity with all applicable laws and regulations in any jurisdiction in which it is offered, sold or delivered. No prospectus, product disclosure statement, disclosure document, information memorandum, advertisement or other offering material in respect of any Note may be published, delivered or distributed in or from any country or jurisdiction except under circumstances which will result in compliance with all applicable laws.

Each Holder, by subscribing for or otherwise acquiring Notes, agrees to indemnify Kiwibank for any loss suffered by it as a result of any breach by the Holder of the selling restrictions referred to in this Condition 9.7. Any moneys paid by Kiwibank in respect of such loss may be recovered from the Holder as a debt due to Kiwibank in respect of such liability and may be withheld from any further payments (if any) to that Holder. Nothing in this Condition 9.7 limits or affects any other right or remedy of Kiwibank.

9.8 Transmission by operation of law

When the right to any Note is acquired by any person other than by transfer (for example on the dissolution, death or bankruptcy of a Holder, under a



writ of execution, or following the making of a vesting order by a Government Agency), the Registrar, on the application of that person and on being satisfied of that person's entitlement to be registered as the Holder of that Note, will enter that person's name in the Register as the Holder of that Note.

10 Clearing Systems

10.1 Note held in a Clearing System

Notes may be held in NZClear and/or any other Clearing System specified in the relevant Final Terms. If Notes are held in a Clearing System, the rights of each Holder and any other person holding an interest in those Notes are subject to the rules and regulations of that Clearing System.

Kiwibank is not responsible for anything a Clearing System does or omits to do or for any loss occasioned by the failure of a Clearing System.

10.2 Transfer of interests in Notes held in a Clearing System

Interests in Notes entered into a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System.

PART 3 INTEREST

11 Fixed Rate Notes

11.1 Application

This Condition 11 applies only to Notes specified in the relevant Final Terms as Fixed Rate Notes.

The relevant Final Terms will contain provisions for the determination of fixed rate interest, including the applicable Interest Rate, Interest Payment Dates and Maturity Date, and must be read in conjunction with this Condition 11 and Condition 13 for full information on the manner in which interest is calculated on Fixed Rate Notes.

11.2 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear on each Interest Payment Date up to (and including) the Maturity Date, subject to the application of any specified Business Day Convention in accordance with Condition 16.5.



11.3 Calculation of interest for Fixed Rate Notes

Subject to Condition 11.4, for any Interest Period or other period for which interest is required to be calculated, the amount of interest payable for such period for any holding of Fixed Rate Notes shall be calculated by applying the Interest Rate to the outstanding principal amount of such Fixed Rate Notes, multiplying such amount by the applicable Day Count Fraction, and rounding the resultant figure in accordance with Condition 13.6.

11.4 Fixed Coupon Amount

If a Fixed Coupon Amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date is the Fixed Coupon Amount.

12 Floating Rate Notes

12.1 Application

This Condition 12 applies only to Notes specified in the relevant Final Terms as Floating Rate Notes.

The relevant Final Terms will contain provisions for the determination of floating rate interest, including the applicable Reference Rate, Margin, Interest Payment Dates and Maturity Date, and must be read in conjunction with this Condition 12 and Condition 13 for full information on the manner in which interest is calculated on Floating Rate Notes.

12.2 Interest on Floating Rate Notes

Each Floating Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date specified in the relevant Final Terms;
or
- (b) if no Interest Payment Date is specified in the relevant Final Terms, on each date which falls the number of months or other period specified as the Interest Period in the relevant Final Terms after the preceding Interest Payment Date, or in the case of the first Interest Payment Date, after the Interest Commencement Date,

in each case subject to the application of any specified Business Day Convention in accordance with Condition 16.5.



12.3 Interest Rate determination

Subject to Conditions 12.6 and 12.7, the Interest Rate for any Floating Rate Notes for each Interest Period is the sum of the Margin and the Reference Rate specified in the relevant Final Terms, expressed as a percentage rate per annum.

The Calculation Agent must determine the Interest Rate for any Floating Rate Note for each Interest Period in accordance with the Conditions (including the relevant Final Terms).

12.4 Bank Bill Rate determination

If "**Bank Bill Rate**" is specified in the relevant Final Terms as the applicable Reference Rate for an Interest Period, or if no Reference Rate is specified in the relevant Final Terms, the Reference Rate shall be the "FRA" settlement rate administered by the New Zealand Financial Markets Association (NZFMA) (or any other person which takes over administration of that rate), expressed as a percentage and rounded to the nearest four decimal places (with 0.00005 per cent being rounded up), for bank accepted bills having a tenor closest to the Interest Period as displayed at or around 10:45am on page BKBM of the Thomson Reuters Screen (or its successor page) on the first day of that Interest Period.

However, if the "FRA" settlement rate is not displayed at or around 10:45am on the relevant day, or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, "**Bank Bill Rate**" means the rate determined by the Calculation Agent in good faith at or around 10:45am on that day, having regard, to the extent possible, to the mid rate of the rates otherwise bid and offered by two or more leading banks in the New Zealand interbank market for bank accepted bills of that tenor at or around that time.

12.5 Bank Bill Rate fallback interest rate

Unless otherwise specified in the relevant Final Terms, if the Calculation Agent is unable to determine the Interest Rate for any Floating Rate Note for an Interest Period for which the Bank Bill Rate is the applicable Reference Rate in accordance with Condition 12.4, the Interest Rate for that Floating Rate Note for that Interest Period is the same as the Interest Rate for that Floating Rate Note for the most recent previous Business Day on which a "FRA" settlement rate as referred to in Condition 12.4 has been published and none of the circumstances referred to in the second paragraph of Condition 12.4 exist.

12.6 Interpolation

If the relevant Final Terms state that "**Linear Interpolation**" applies to an Interest Period, the Interest Rate for that Interest Period shall be determined using straight line interpolation by reference to two Bank Bill



Rates or other Reference Rates, in each case, as specified in the relevant Final Terms.

The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the relevant Final Terms).

The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the relevant Final Terms).

12.7 Maximum or Minimum Interest Rate

If the relevant Final Terms specify a Minimum Interest Rate for any Interest Period, then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with Conditions 12.3 to 12.6 is less than the specified Minimum Interest Rate, the Interest Rate for such Interest Period shall be the specified Minimum Interest Rate.

If the relevant Final Terms specify a Maximum Interest Rate for any Interest Period, then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with Conditions 12.3 to 12.6 is greater than the specified Maximum Interest Rate, the Interest Rate for such Interest Period shall be the specified Maximum Interest Rate.

12.8 Calculation of interest for Floating Rate Notes

For any Interest Period or other period for which interest is required to be calculated, the amount of interest payable for such period for any holding of Floating Rate Notes shall be calculated by applying the Interest Rate to the outstanding principal amount of such Floating Rate Notes, multiplying such amount by the applicable Day Count Fraction, and rounding the resultant figure in accordance with Condition 13.6.

13 General provisions applicable to interest

13.1 Determination and calculation by Calculation Agent

For:

- (a) each payment of interest on each holding of Fixed Rate Notes or Floating Rate Notes; and
- (b) any other amount that the relevant Final Terms specify is to be calculated by the Calculation Agent,

the Calculation Agent must, as soon as practicable after the time at which that amount is to be determined, calculate the relevant amount in the manner specified in the Conditions (including the relevant Final Terms).



13.2 Notification of Interest Rate, interest payable and other things

The Calculation Agent must notify Kiwibank, the Registrar and any Holder which requests it of:

- (a) each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the relevant Interest Payment Date; and
- (b) any amendment to any amount, item or date referred to in paragraph (a) arising from any extension or reduction of any relevant Interest Period or calculation period.

The Calculation Agent must give notice under this Condition as soon as practicable after it makes its determination or, as applicable, after a relevant Holder's request.

The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period without prior notice but must notify Kiwibank and the Registrar as soon as practicable after doing so.

13.3 Determination and calculation final

Except where there is an obvious error, any determination or calculation which the Calculation Agent makes in accordance with the Conditions is final and binds Kiwibank, each Agent and each Holder.

13.4 Late payment of Notes

If the Redemption Amount payable in respect of a Note (other than a Zero Coupon Note) is not paid when due, interest continues to accrue on that Note (both before and after any demand or judgment) at the Interest Rate then applicable to the outstanding principal amount of the Note or any other default rate specified in the relevant Final Terms until the date on which the relevant payment is made to the relevant Holder.

If the Redemption Amount payable in respect of any Zero Coupon Note is not paid when due, the Redemption Amount shall be adjusted accordingly and shall be calculated by reference to the date on which all sums due in respect of such Zero Coupon Notes are received by or on behalf of the relevant Holder.

13.5 Day Count Fractions

Amounts payable in respect of the Notes may be calculated by reference to, or adjusted in accordance with, the Day Count Fraction specified in the relevant Final Terms.

If no Day Count Fraction is specified in the relevant Final Terms, the Day Count Fraction shall be:



- (a) in the case of Fixed Rate Notes:
 - (i) for Regular Periods, NZ Government Bond Basis; and
 - (ii) in respect of any other period, Actual/Actual (ICMA);
- (b) in the case of Floating Rate Notes, Actual/365 (Fixed); and
- (c) in the case of Zero Coupon Notes, Actual/Actual (ICMA).

13.6 Rounding

For the purposes of any calculations required under these terms and conditions (unless otherwise specified in these terms and conditions or the relevant Final Terms):

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest four decimal places (with 0.00005 per cent being rounded up to 0.0001 per cent);
- (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 cent (with NZ\$0.005 being rounded up to NZ\$0.01).

PART 4 REDEMPTION AND PURCHASE

14 Redemption

14.1 Scheduled redemption

Each Note is redeemable by Kiwibank on its Maturity Date (subject to the application of any specified Business Day Convention in accordance with Condition 16.5) at its Redemption Amount unless:

- (a) the Note has been previously redeemed; or
- (b) the Note has been purchased and cancelled.

14.2 Early redemption at the option of Holders (investor put)

If the relevant Final Terms state that a Holder may require Kiwibank to redeem all or some of the Notes of a Series held by that Holder before their Maturity Date under this Condition, Kiwibank must redeem the Notes specified by that Holder for an amount equal to the Redemption Amount for the Notes and any interest accrued on them to (but excluding) the redemption date if the following conditions are satisfied:

- (a) the Holder has given at least 15 days' (and no more than 30 days') (or any other period which may be specified in the relevant Final Terms) notice, to Kiwibank and the Registrar by delivering to the



Specified Office of the Registrar during normal business hours a completed and signed redemption notice in the form obtainable from the Specified Office of the Registrar together with any evidence the Registrar may require to establish title of the Holder to the relevant Note.

A notice or document deposited under this Condition may not be withdrawn without Kiwibank's consent;

- (b) the notice referred to in paragraph (a) specifies a bank account to which the payment should be made;
- (c) the proposed redemption date is an Optional Put Redemption Date; and
- (d) any other condition specified in the relevant Final Terms is satisfied.

A Holder may not require Kiwibank to redeem any Note under this Condition 14.2 if Kiwibank has given notice that it will redeem that Note under Condition 14.3.

14.3 Early redemption at the option of Kiwibank (issuer call)

If the relevant Final Terms state that Kiwibank may redeem all or some of the Notes of a Series before their Maturity Date under this Condition, Kiwibank may redeem so many of those Notes specified in the relevant Final Terms for an amount equal to the Redemption Amount for the Notes and any interest accrued on them to (but excluding) the redemption date.

However, Kiwibank may only do so if:

- (a) Kiwibank has given at least 30 days' (and no more than 60 days') (or any other period specified in the relevant Final Terms) notice to the Registrar and the Holders; and
- (b) the proposed redemption date is an Optional Call Redemption Date.

14.4 Early Redemption for Taxation Reasons

- (a) If Condition 17.3(a) applies and subject to paragraph (b), then:
 - (i) if Kiwibank has or will become obliged to pay any additional amounts of Approved Issuer Levy as provided for in Condition 17.3 as a result of any change in, or amendment to the laws, regulations or rulings of New Zealand or any political subdivision or any authority of or in New Zealand having power to tax, or any change in the application or official interpretation of such laws or regulations (including a ruling by a court of competent jurisdiction), which change becomes effective on or after the date of issue of the first Tranche of the Notes; and
 - (ii) Kiwibank is still obliged to pay such additional amounts despite taking reasonable measures available to it,



Kiwibank may at its option redeem all the Notes, but not some only, on any Interest Payment Date (if the Notes are Floating Rate Notes or if so specified in the relevant Final Terms) or at any time (in any other case) for an amount equal to the Redemption Amount for the Notes and any interest accrued on them to (but excluding) the redemption date.

- (b) However, Kiwibank may only do so if:
 - (i) it has given at least 30 days' (and no more than 60 days') (or any other period specified in the relevant Final Terms) notice to the Registrar and the Holders; and
 - (ii) prior to it giving such notice, it has delivered to the Registrar:
 - (A) a certificate signed by one director or an authorised signatory of Kiwibank stating that Kiwibank is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of Kiwibank so to redeem have occurred; and
 - (B) an opinion of independent legal advisers of recognised standing to the effect that Kiwibank has or will become obliged to pay such additional amounts as a result of such change or amendment.

14.5 Effect of notice of redemption

Any notice of redemption given under this Condition 14 is irrevocable.

14.6 Purchases

Kiwibank may at any time purchase Notes in the open market or otherwise and at any price. All unmatured Notes purchased under this Condition 14.6 are not extinguished (unless held beneficially by Kiwibank at the Maturity Date) and to the extent held beneficially by Kiwibank prior to that Maturity Date may be held, resold or cancelled at the discretion of Kiwibank, subject to compliance with any applicable laws. Any Notes so cancelled may not be reissued or resold and the obligations of Kiwibank in respect of such cancelled Notes shall be discharged.

PART 5 UNDERTAKINGS

15 Register and Agents

15.1 Maintain appointments

So long as there are any outstanding Notes, Kiwibank will:

- (a) maintain a Paying Agent and Registrar (either or both of whom may be Kiwibank) of each Note under an Agency Agreement;



- (b) maintain a Calculation Agent (which may be Kiwibank or any other person specified in the Conditions for any Notes);
- (c) cause the Registrar to keep the Register in accordance with the Conditions and the Agency Agreement; and
- (d) comply with and perform its obligations under the Agency Agreement and use reasonable endeavours to ensure that each Agent also does so.

15.2 Notification of Holders

So long as there are any outstanding Notes, Kiwibank will:

- (a) give or procure that there is given to Holders of any relevant Series prompt notice of the appointment or termination of the appointment of any Paying Agent or Registrar in respect of that Series other than the appointment of the first Agents or of any change of any of the Agents' Specified Offices; and
- (b) promptly give or procure that there is given to Holders of any relevant Series notice of any Event of Default which has occurred in relation to that Series and is continuing unremedied.

PART 6 PAYMENTS

16 Payments in relation to Notes

16.1 Payment to registered Holder

Payment of the Redemption Amount of, and interest (if any) on, a Note (less any amount required to be deducted in accordance with Condition 17) shall be made to the person whose name appears in the Register as the Holder of the Note on the Record Date in respect of the relevant payment. If more than one person is so named in the Register, payment will be made to the first person so named.

16.2 Payment of principal

Kiwibank shall pay the Redemption Amount (together with any accrued interest and other amounts due in respect of the Note on the relevant redemption date) for a Note, and all other amounts due in respect of the Note, less any amount required to be deducted in accordance with Condition 17, to the entitled Holder in accordance with Condition 16.1 on the Maturity Date or other due date for redemption in accordance with the Conditions.

16.3 Payment of interest

Kiwibank shall pay interest on any interest-bearing Note (less any amount required to be deducted in accordance with Condition 17) to the entitled



Holder in accordance with Condition 16.1 on the relevant Interest Payment Date.

16.4 Payments through Paying Agent

Unless otherwise specified in the relevant Conditions, all payments from Kiwibank to Holders in relation to the Notes shall be effected by the Paying Agent, and Kiwibank shall ensure that the Paying Agent is placed in funds in sufficient time to enable it to make such payments.

16.5 Business Day Conventions

Dates for payment or by reference to which calculations will be made may be adjusted by reference to the applicable Business Day Convention specified in the relevant Final Terms and, if so specified, those dates will be modified accordingly.

If no Business Day Convention is specified in the relevant Final Terms, the Business Day Convention shall be:

- (a) in the case of Fixed Rate Notes and Zero Coupon Notes, Following Unadjusted; and
- (b) in the case of Floating Rate Notes, Modified Following Business Day Convention.

16.6 Method of payment (Notes held in a Clearing System)

All payments in respect of Notes held in a Clearing System shall be made by Kiwibank crediting on the relevant payment date the amount due to the account of the Paying Agent or other account previously notified by the Paying Agent or Clearing System to Kiwibank in accordance with the Agency Agreement and Clearing System's rules and regulations.

16.7 Method of payment (Notes not held in a Clearing System)

All payments in respect of Notes which are not held in a Clearing System by the relevant Holder shall be paid by the Paying Agent by direct credit to a bank account specified by the Holder on the Record Date for the relevant payment in accordance with Condition 16.8.

16.8 Notice of specified bank account

Each Holder must specify a bank account to which payments will be made on the Notes at the time the Holder subscribes for or is transferred any Notes, and may specify a new or different bank account at any other time by notice in writing to the Registrar. Unless otherwise specified by the Registrar, the bank account so specified must be an account maintained with a registered bank in New Zealand.

A Holder may at any time amend any notice so given by further notice in writing to the Registrar, but no amendment of a notice shall have effect



unless another New Zealand registered bank account is specified by that Holder.

No notice given under this Condition 16.8 will have effect in respect of any payment unless received by the Registrar on or before the Record Date for the relevant payment. Any notice given under this Condition 16.8 will be deemed to be automatically cancelled upon transfer of all of a Holder's Notes or, in the case of a partial transfer, in respect of the Notes transferred. A notice from one of several Holders of the same Notes is deemed to be given by all such Holders.

If at any time a Holder has not provided current details of a bank account to the Registrar, any payments in respect of any Note to that Holder shall be deemed to be unclaimed money for the purpose of Condition 16.9.

16.9 Unclaimed money

If any payment made by Kiwibank to any Holder into the bank account last specified by that Holder to Kiwibank or the Registrar is returned unclaimed, the amount concerned will (unless Kiwibank or the Registrar has in the meantime received notice of a change of bank account to be entered in the Register) be retained by the Registrar to be held by it for the relevant Holder without any obligation to invest or pay interest on that amount.

Any amount that remains unclaimed six years after the original date of payment will be paid by the Paying Agent in accordance with the Unclaimed Money Act 1971, and neither Kiwibank nor the Registrar will have any liability in respect of such amount.

16.10 Payments subject to laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and Directives.

17 Taxation

17.1 No set-off, counterclaim or deductions

Except as otherwise specified in the Conditions, all payments in respect of the Notes must be made in full without set-off or counterclaim, and (except to the extent required by law or as provided in this Condition 17) without any withholding or deduction in respect of Taxes.

Kiwibank will not be required to and will not make any additional payment by way of gross-up or otherwise with respect to the deduction or withholding from any payment made in respect of a Note pursuant to this Condition 17.



17.2 Withholding Tax

If any payment on or in relation to a Note is required by applicable law to be made subject to any withholding or deduction for, or on account of, any Taxes, Kiwibank shall make such payment, or procure that such payment is made, subject to such withholding or deduction, and shall account for the amount so required to be withheld or deducted, or procure that such amount is accounted for, to the relevant authorities. In particular:

- (a) Subject to Condition 17.3, New Zealand non-resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to a Holder who receives such payments subject to the New Zealand non-resident withholding tax rules; and
- (b) New Zealand resident withholding tax will be deducted from each payment of interest (or payments deemed by law to be interest) to a Holder resident in New Zealand for income Tax purposes or who otherwise receives such payment subject to the New Zealand resident withholding tax rules unless an appropriate exemption certificate or other acceptable evidence of resident withholding tax exempt status is produced to the Paying Agent or Kiwibank on or before the Record Date for the relevant payment.

17.3 Approved Issuer Levy

In respect of any payment of interest (or payment deemed by law to be interest) to a Holder who receives such payments subject to the New Zealand non-resident withholding tax rules, where payment of Approved Issuer Levy would remove the liability to deduct non-resident withholding tax, and if Kiwibank is lawfully able to pay Approved Issuer Levy then Kiwibank, or the Paying Agent on its behalf, shall (unless otherwise directed in writing by the relevant Holder, in which case Condition 17.2(a) will apply) pay Approved Issuer Levy to the appropriate authority and:

- (a) if the relevant Final Terms state that payment of Approved Issuer Levy is on the Issuer's account, then the amount of any Approved Issuer Levy payable by Kiwibank under this Condition 17.3 must not be deducted from the interest payment that the payment of Approved Issuer Levy relates to; and
- (b) in any other case, the Holder agrees that Kiwibank or Paying Agent shall deduct the amount paid from the interest (or deemed interest) payable to that Holder in lieu of deducting New Zealand non-resident withholding tax at the rate otherwise applicable from that payment, provided that Kiwibank reserves the right not to pay Approved Issuer Levy in the event of any change of law to the Approved Issuer Levy regime.

17.4 Maximum rate

Deductions of Taxes will be made at the maximum rates from time to time applicable unless a Holder provides evidence to Kiwibank or the Paying Agent (acceptable to it) that a lesser rate or an exemption is applicable.



17.5 Tax indemnity from Holders

If, in respect of any Note, the Paying Agent or Kiwibank becomes liable to account for withholding Taxes, or make any payment of, or on account of, Tax payable by the Holder, then the Paying Agent and Kiwibank shall be indemnified by the relevant Holder in respect of such liability. Any moneys paid by the Paying Agent or Kiwibank in respect of such liability may be recovered from the Holder as a debt due to the Paying Agent or Kiwibank and may be withheld from any further payments (if any) to that Holder. Nothing in this Condition will prejudice or affect any other right or remedy of the Paying Agent or Kiwibank.

17.6 Tax status

Kiwibank and each Agent shall be entitled for the purposes of this Condition 17 to rely, without further enquiry, upon any evidence produced or statement made by, or on behalf of, a Holder in relation to that Holder's Tax status or Tax residency, and to regard the Holders entered in the Register as the only beneficial owners of, or the only persons who beneficially derive interest under, the relevant Notes.

PART 7 EVENTS OF DEFAULT

18 Events of Default

18.1 Event of Default

An Event of Default occurs in relation to any Notes if:

- (a) **(payment default)** Kiwibank fails to pay any principal or interest in respect of the Notes on the relevant due date and such default continues for a period of 14 days;
- (b) **(dissolution)** an order is made, or an effective resolution is passed, for dissolution of Kiwibank other than for the purposes of a solvent reconstruction or amalgamation.

18.2 Consequences of an Event of Default

Subject to Condition 18.3, if any Event of Default occurs and continues unremedied in relation to the Notes of any Series or any of them, then any Holder of Notes then outstanding in that Series may declare by notice to Kiwibank (with a copy to the Registrar) that the Redemption Amount (together with any accrued interest) applicable to each Note held by it is either payable immediately or on such other date specified in the notice.

The making of this declaration gives immediate effect to the provisions of this Condition.



18.3 Rectification

A Holder's right to declare Notes due and payable terminates if the situation giving cause to it has been cured before such right is exercised.

PART 8 GENERAL

19 Agents

19.1 Role of Agents

In acting under the relevant Agency Agreement and in connection with the Notes, the Agents act solely as agents of Kiwibank and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders.

19.2 Appointment and replacement of Agents or trustees

Subject to Condition 15, Kiwibank reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor (including Kiwibank).

20 Meetings of Holders

20.1 Meetings provisions

The Meetings Provisions contain provisions (which have effect as if incorporated in these terms and conditions) for convening meetings of the Holders of any Series to consider any matter affecting their interests, including the modification of the Conditions of any Notes or amendments to any Note Documents.

Any such modification or amendment may be made if sanctioned by an Extraordinary Resolution and agreed by Kiwibank in accordance with the Meetings Provisions.

Meetings of Holders shall be convened and held in accordance with the Meetings Provisions.

20.2 Resolutions binding

Any resolution passed at any meeting of the Holders of any Series is binding on all Holders of such Series, whether or not they are present at the meeting.



21 Variation

21.1 Variation with consent

Subject to Condition 21.2, any Note Document (including, without limitation, these terms and conditions) may be varied with the approval of the Holders of the relevant Series by Extraordinary Resolution or by the consent in writing of all Holders of that Series.

21.2 Variation without consent

Kiwibank may vary any Note Document (including, without limitation, these terms and conditions) without the approval of the Holders if, in the reasonable opinion of Kiwibank, the variation:

- (a) is necessary or advisable to comply with any law or Directive;
- (b) is necessary to correct an obvious error, or otherwise of a formal, technical or administrative nature only;
- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision;
- (d) is not materially prejudicial to the interests of the Holders as a whole; or
- (e) only applies to Notes issued by Kiwibank after the date of the amendment.

Kiwibank shall not be required to give notice to a Holder of any amendment to the provisions of any Note Document or the Conditions under this Condition 21.2, unless otherwise required by applicable law or listing rules.

22 Further issues

Kiwibank may from time to time, without the consent of the Holders, issue notes, bonds or other obligations in any amount and on such terms and conditions as Kiwibank sees fit, including without limitation any further Tranche of Notes forming a single Series with existing Notes of that Series.

23 Notices

23.1 Notices to Holders

All notices, certificates and other communications in connection with a Note to the Holders must be in writing and may be:

- (a) sent by prepaid post 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



- (b) given by an advertisement published in the New Zealand Herald or an additional or alternative newspaper determined by Kiwibank in its discretion.

23.2 Notices by Holders to Kiwibank and the Agents

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

23.3 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 and:

- (a) if given by newspaper advertisement, are taken to be received on the first date that publication has been made in the required newspaper(s); and
- (b) if sent by post, are taken to be received two Business Days following dispatch.

24 Governing law

The Notes, the Note Documents and the Conditions are governed by New Zealand law.

PART 9 DEFINITIONS AND REFERENCES

25 Interpretation

25.1 Definitions

In these terms and conditions the following expressions have the following meanings:

"Accrual Yield" has the meaning given in the relevant Final Terms.

"Agency Agreement" means:

- (a) the registrar and paying agent services agreement between Kiwibank and Link Market Services Limited dated 30 August 2019 as supplemented, amended or amended and restated from time to time appointing Link Market Services Limited as the initial Paying Agent and Registrar for Notes; and
- (b) any other agency agreement at any time in force appointing any further or other Paying Agent or Registrar for any Notes.



"Agent" means each Registrar, Paying Agent and Calculation Agent and includes any successor, substitute or additional agent appointed under an Agency Agreement or otherwise from time to time.

"Approved Issuer Levy" means, in relation to any payment of interest (as defined in section 86F of the Stamp and Cheque Duties Act 1971) under any Note, the levy payable by Kiwibank in accordance with the Stamp and Cheque Duties Act 1971 to enable the payment of that interest to be made to any non-resident for Tax purposes with a deduction for New Zealand non-resident withholding tax at the rate of zero per cent pursuant to section RF 12 of the Income Tax Act 2007 (or its successor provisions).

"Amortised Face Amount" means, in relation to a Note, an amount equal to the sum of:

- (a) the Reference Price; and
- (b) the amount resulting from the application of the Accrual Yield (compounded annually) to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date the Note becomes due and repayable.

If the calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year must be made on the basis of the applicable Day Count Fraction.

"Bank Bill Rate" has the meaning given in Condition 12.4.

"Business Day" means a day on which registered banks and foreign exchange markets are open to settle payments and for general business in Auckland and Wellington and any additional business centre which may be specified in the relevant Final Terms and on which the relevant Clearing System (if any) for the relevant Note is operating.

"Business Day Convention" means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day. The following Business Day Conventions, where specified in the relevant Final Terms (or determined in accordance with Condition 16.5), in relation to any date applicable to any Note, have the following meanings:

- (a) **"Following Business Day Convention"** means that the date is postponed to the first following day that is a Business Day;
- (b) **"Modified Following Business Day Convention"** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (c) **"Preceding Business Day Convention"** means that the date is brought forward to the first preceding day that is a Business Day; and



- (d) **"No Adjustment"** or **"Following Unadjusted"** means that for the purposes of any calculations and determination of the Record Date, the relevant date must not be adjusted in accordance with any Business Day Convention; however Holders shall not be entitled to any payment due on such date until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

"Calculation Agent" means Kiwibank, the Registrar or any other person specified in the relevant Final Terms as the party responsible for calculating the Interest Rate and the amount of interest payable in respect of a Note for an Interest Period or any other amount required to be calculated under these terms and conditions or specified in the relevant Final Terms.

"Clearing System" means:

- (a) NZClear (including, as the context requires, any other applicable Clearing System in which the Notes may be held as a result of sub-custodial arrangements involving NZClear); or
- (b) any other clearing system specified in the relevant Final Terms (including without limitation the Austraclear System, Euroclear Bank S.A./N.V. and/or Clearstream Banking, *société anonyme*).

"Conditions" means, for any Tranche of Notes, the terms and conditions for the Notes as set out in these terms and conditions as supplemented, modified and/or replaced by the relevant Final Terms for that Tranche (and, for the avoidance of doubt, includes the Meetings Provisions) and **"Condition"** means, as the context requires, any such Condition or a correspondingly numbered condition in these terms and conditions.

"Day Count Fraction" means, in respect of the calculation of an amount of interest of any Note for any period of time (**"Calculation Period"**), the day count fraction specified in the relevant Final Terms (or determined in accordance with Condition 13.5). The following Day Count Fractions, where specified in the relevant Final Terms (or determined in accordance with Condition 13.5), have the following meanings:

- (a) **"Actual/Actual (ICMA)"** means:
 - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual



number of days in such Regular Period and (2) the number of Regular Periods in any year; and

- (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (b) **"Actual/365"** or **"Actual/Actual (ISDA)"** means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
 - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non leap year divided by 365);
- (c) **"Actual/365 (Fixed)"** means the actual number of days in the Calculation Period divided by 365; and
- (d) **"NZ Government Bond Basis"** or **"RBNZ Bond Basis"** means one divided by the number of Interest Payment Dates in a year.

"Debt Issuance Programme" means the Kiwibank Limited Debt Issuance Programme established by Kiwibank as a wholesale programme under the Note Deed Poll and these terms and conditions, under which Kiwibank may issue Notes in the New Zealand and international capital markets from time to time.

"Directive" means a treaty, official directive, request, regulation, guideline or policy having the force of law or compliance with which is in accordance with general practice of responsible participants in the market concerned.

"Event of Default" has the meaning given in Condition 18.

"Extraordinary Resolution" has the meaning given in the Meetings Provisions.

"FATCA" means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 as amended from time to time, or any associated regulations;
- (b) any treaty, law, regulation, or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law, regulation, or other official guidance referred to in paragraph (a) or



(b) above with the US Internal Revenue Service, the US government, or any governmental or taxation authority in any other jurisdiction.

"FATCA Deduction" means a deduction or withholding from a payment in respect of any Note required by FATCA.

"Final Terms" means, in respect of a Tranche:

- (a) the "Final Terms" document (specified as such and substantially in the form set out in schedule 2 to the Note Deed Poll or such other form as determined by Kiwibank from time to time) specifying the relevant issue details in relation to that Tranche executed by or on behalf of Kiwibank;
- (b) where all initial subscribers will be holding the Notes in or through a Clearing System or any other electronic facility selected by Kiwibank, the terms for that Tranche recorded in any confirmation, security details or deal ticket produced by, or in relation to the entry of securities on, the relevant Clearing System or electronic facility; or
- (c) if (a) or (b) do not apply, the terms for that Tranche recorded in the relevant Issue Notice.

"Fixed Coupon Amount" has the meaning given in the relevant Final Terms.

"Fixed Rate Note" means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on any other dates specified in the relevant Final Terms.

"Floating Rate Note" means a Note on which interest is calculated at a floating rate payable 1, 2, 3 or 6 monthly or in respect of any other period or on any date specified in the relevant Final Terms.

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

"Holder" means, for a Note, each person whose name is entered in the Register as the holder of that Note. If a Note is held in a Clearing System, references to the Holder of that Note include the operator of that Clearing System or a nominee or depository for that operator.

"Information Memorandum" means at any time any current information memorandum (and any supplement to it) prepared on behalf of, and approved by, Kiwibank in connection with the issue of Notes under the Debt Issuance Programme and includes all documents (if any) incorporated by reference in it.

"Interest Commencement Date" means, for a Note, the Issue Date of the Note or any other date so specified in the relevant Final Terms.



"Interest Payment Date" means each date so specified in, or determined in accordance with, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms as adjusted in accordance with the relevant Business Day Convention.

"Interest Period" means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date.

"Interest Rate" means, for a Note, the interest rate (expressed as a percentage per annum) payable in respect of that Note specified in, or calculated or determined in accordance with, the Conditions (including the relevant Final Terms).

"Issue Date" means the date on which a Note is, or is to be, issued, as specified in, or determined in accordance with, the relevant Final Terms.

"Issue Notice" means, for a Tranche, a notice relating to the issuance of that Tranche from Kiwibank to the Registrar in such form as Kiwibank and the Registrar may from time to time agree.

"Issue Price" of a Note means the price at which that Note is issued as specified in the relevant Final Terms.

"Kiwibank" means Kiwibank Limited (CN 1135352).

"Margin" means the margin specified in, or determined in accordance with, the relevant Final Terms.

"Maturity Date" means, for a Note, the date specified in the relevant Final Terms as the date for redemption of that Note and, if a Business Day Convention is specified in the relevant Final Terms as adjusted in accordance with the relevant Business Day Convention.

"Medium Term Note Programme" means the Kiwibank Limited Medium Term Note Programme established as a retail programme by Kiwibank under the Note Deed Poll and these terms and conditions, under which Kiwibank may issue Notes in the New Zealand capital markets from time to time.

"Meetings Provisions" means the provisions for the convening of meetings of, and passing of resolutions by, Holders set out in schedule 3 to the Note Deed Poll.

"Note" means a registered debt obligation of Kiwibank constituted by, and owing under the Note Deed Poll and the Conditions, the details of which are recorded in, and evidenced by, entry in, the Register.



"Note Deed Poll" means the deed poll so entitled executed by Kiwibank on 30 August 2019 (as supplemented, amended or amended and restated from time to time).

"Note Documents" means:

- (a) each Agency Agreement;
- (b) the Note Deed Poll;
- (c) these terms and conditions;
- (d) in respect of any Tranche of Notes, the relevant Final Terms for that Tranche; and
- (e) any other document which Kiwibank acknowledges in writing to be a Note Document.

"NZClear" means the securities clearing and settlement facility known as the NZClear system and includes any securities clearing and/or settlement facility which replaces or supersedes it from time to time.

"Optional Call Redemption Date" has the meaning given in the relevant Final Terms.

"Optional Put Redemption Date" has the meaning give in the relevant Final Terms.

"outstanding" means, in relation to any Notes, all such Notes that have been issued other than those which have been redeemed or purchased and cancelled in accordance with the Conditions and those in respect of which claims have become prescribed; *provided that*, for the purposes of (i) ascertaining the right to attend and vote at any meeting of Holders and (ii) determining how many Notes are outstanding for the purposes of Conditions 18 and 20 and the Meetings Provisions, those Notes that are beneficially held by, or are held on behalf of, Kiwibank or any of its Subsidiaries and not cancelled shall (unless and until ceasing to be so held) be deemed not to be outstanding.

"Paying Agent" means Link Market Services Limited or any successor or alternate paying agent appointed by Kiwibank under an Agency Agreement.

"Programmes" means the Debt Issuance Programme and the Medium Term Note Programme and **"Programme"** shall be construed accordingly.

"Record Date" means, for a payment due in respect of a Note (other than a Zero Coupon Note), close of business on the tenth calendar day before the due date for that payment and in respect of Zero Coupon Notes close of business on the calendar day before the due date for payment (as any such due date for payment may be adjusted according to any applicable Business Day Convention) or any other date specified in, or determined in accordance with, the relevant Final Terms.



"Redemption Amount" means:

- (a) for a Fixed Rate Note or a Floating Rate Note, the outstanding principal amount of the Note on the date it is redeemed or such other amount as is specified in the relevant Final Terms; and
- (b) for a Zero Coupon Note, the Amortised Face Amount of the Zero Coupon Note calculated on the date it is redeemed,

each in accordance with, the Conditions (including the relevant Final Terms).

"Reference Price" means the Issue Price or such other price as is specified in the relevant Final Terms.

"Reference Rate" has the meaning given in the relevant Final Terms.

"Register" means a register of Notes established and maintained by the Registrar under the Conditions and the Agency Agreement.

"Registrar" means Link Market Services Limited or any successor or alternate registrar appointed by Kiwibank under an Agency Agreement.

"Regular Period" means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each Interest Period;
- (b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period (the **"Irregular Interest Period"**), interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the Irregular Interest Period.

"Series" means an issue of Notes, which may be made up of one or more Tranches, all of which are specified in the relevant Final Terms to form a single Series and are issued on the same Conditions except that, the Issue Date, Issue Price, first Interest Payment Date and Interest Commencement Date may be different in respect of a different Tranche of a Series.

"Specified Principal Amounts" means, in relation to any Series of Notes, principal amounts in which Notes of that Series may be held (including a



minimum principal amount) as specified in Condition 6.2 or otherwise in the relevant Final Terms.

"Specified Office" means the office specified in the directory contained in the most recent Information Memorandum for the Debt Issuance Programme or in the entry for the Medium Term Note Programme on the relevant register kept by the Registrar of Financial Service Providers under the Financial Markets Conduct Act 2013 and the Financial Markets Conduct Regulations 2014, as the case may be, or any other address notified to Holders from time to time.

"Subsidiary" means, in relation to a person, (i) a subsidiary of that person within the meaning of section 5 of the Companies Act 1993 or (ii) an "in substance subsidiary" of that person in accordance with any applicable financial reporting standard.

"Taxes" includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called (including Approved Issuer Levy and FATCA Deduction), imposed or levied by any governmental agency, in each case together with any interest, penalty, charge, fee or other amount imposed or made on or in relation to any of the foregoing, and **"Tax"** shall have a corresponding meaning.

"Tranche" means an issue of Notes specified as such in the relevant Final Terms issued on the same Issue Date and on the same Conditions.

"US" means the United States of America.

"Zero Coupon Note" means a Note which does not entitle the Holder to the periodic payment of interest before its Maturity Date and which is issued at an Issue Price which is a discount to its face value.

25.2 References to certain general terms

Unless the contrary intention appears, a reference in these terms and conditions to:

- a document (including these terms and conditions) includes any variation or replacement of it;
- law means includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, by-law, statute or other legislative measure, in each case of any jurisdiction whatever;
- legislation or to a provision of legislation includes any amendments and re-enactments of it, a legislative provision substituted for it and a statutory regulation, rule, order or instrument made under or issued pursuant to it;
- **"New Zealand dollars", "dollars", "NZ\$" or "\$"** is a reference to the lawful currency of New Zealand;



- a time of day is a reference to New Zealand time;
- the word “**person**” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- the words “**including**”, “**for example**” or “**such as**” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

25.3 References

Unless the contrary intention appears, in these terms and conditions:

- the singular includes the plural and vice versa;
- headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these terms and conditions;
- a reference to a Holder is a reference to the holder of Notes of a particular Series;
- a reference to a Note is a reference to a Note of a particular Series; and
- if the Notes are Zero Coupon Notes, references to interest are not applicable.

25.4 References to principal and interest

Unless the contrary intention appears, in these terms and conditions:

- any reference to “**principal**” in the context of a Note is taken to include the Redemption Amount of the Note, any premium payable in respect of the Note when it is issued, and any other amount in the nature of principal payable in respect of the Note under the applicable Conditions;
- the principal amount of a Note issued at a discount is to be taken as at any time to equal the lesser of:
 - (i) its face value; and
 - (ii) if specified in the relevant Final Terms, its Amortised Face Amount at that time;
- the principal amount of any other Note which may vary by reference to a schedule or formula at any time is taken to equal its varied amount as determined in accordance with the applicable Conditions; and



NOTE DEED POLL

- any reference to "**interest**" in the context of a Note is taken to include any interest and any amount in the nature of interest payable in respect of the Note under the applicable Conditions.



SCHEDULE 2

Form of Final Terms

FINAL TERMS

Series No.: [•]

Tranche No.: [•]

Kiwibank Limited

[Wholesale Debt Issuance Programme/Retail Medium Term Note Programme] ("Programme")

Issue of NZ\$[•] [•] Notes due [dd][mm][yy] ("Notes")

This document constitutes the Final Terms of the Tranche of Notes referred to above and must be read in conjunction with the general terms and conditions for the Programme as contained in the Note Deed Poll dated 30 August 2019. Full information on the offer is only available on the basis of the combination of these Final Terms and the general terms and conditions (including for the definitions of capitalised terms used in these Final Terms).

The particulars specified in relation to such Tranche are as follows:

[Include whichever of the following apply or specify as "Not applicable". Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

- | | | |
|---|--|--|
| 1 | Issuer: | Kiwibank Limited |
| 2 | (a) Series Number: | [•] |
| | (b) Tranche Number: | [•] |
| | | <i>(If fungible with an existing Series, insert details of that Series, including the date on which the Notes became fungible)</i> |
| 3 | Method of distribution: | [Syndicated / Non-syndicated] |
| | (a) If syndicated, name of Managers: | |
| | (b) If non-syndicated, name of Dealer: | |



NOTE DEED POLL

- | | | |
|----|---|---|
| 4 | Name and address of Registrar and Paying Agent: | Link Market Services Limited
[Specify address] |
| 5 | Calculation Agent: | [Link Market Services Limited] |
| 6 | Currency | [NZ\$] |
| 7 | Aggregate principal amount of Tranche: | NZ\$[•] |
| 8 | (a) Issue Date: | [Insert date] |
| | (b) Interest Commencement Date: | [Issue Date] [specify other if applicable] |
| 9 | Maturity Date: | [Insert date] |
| 10 | Issue Price: | [Par] [[•]% of the aggregate principal amount]* [plus accrued interest from [insert date] (include in the case of fungible issues only, if applicable)] |
| 11 | Denomination | |
| | (a) Face value of Notes: | [NZ\$1.00] |
| | (b) Specified Principal Amounts: | [NZ\$5,000 and multiples of NZ\$1,000, thereafter] |
| 12 | Interest Basis: | [[•]% per annum fixed rate]

[[Bank Bill Rate] +/- [•]% per annum floating rate]

[Zero coupon] [†]

(further particulars specified below) |
| 13 | Redemption Basis: | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100]% of their principal amount |

* [Wholesale Debt Issuance Programme only.]



NOTE DEED POLL

14 Put/Call Options: [Not applicable]
 [Investor Put][†]
 [Issuer Call][†]
 [Early Redemption for Taxation Reasons]
 [(further particulars specified below)]

15 Payment of Approved Issuer Levy on Issuer's account: [Applicable / Not applicable]

16 Status of Notes: Unsecured, unsubordinated

Provisions relating to interest

17 Fixed Rate Note provisions: [Applicable/Not applicable] *(if not applicable delete remaining sub-paragraphs of this paragraph)*

(a) Interest Rate: [●]% per annum paid [semi-annually/quarterly/other] in arrear

(b) Interest Payment Dates: [[●], [●], [●] and [●]] in each year up to and including the Maturity Date/[specify other]

(c) Business Day Convention: [No Adjustment] [Specify other Business Day Convention and any additional business centres][†]

- for Interest Payment Dates (other than the Maturity Date): [As above] [other][†]
- for Maturity Date: [As above] [other][†]

(d) Day Count Fraction

- for Regular Periods: [NZ Government Bond Basis] [other][†]
- for other periods: [For amounts paid other than on and/or calculated in respect of dates other than Interest Payment Dates: [Specify]]

18 Floating Rate Note provisions: [Applicable/Not applicable] *(if not applicable delete remaining sub-paragraphs of this paragraph)*

[†] [Wholesale Debt Issuance Programme only.]



NOTE DEED POLL

- | | | |
|-----|--|--|
| (a) | Interest Rate: | [eg The aggregate of the [3] month Bank Bill Rate and the Margin] [<i>other</i>] |
| (b) | Reference Rate: | [Bank Bill Rate] [<i>other</i>] [†] |
| (c) | Margin | [+/-][•]% per annum |
| (d) | Interest Payment Dates | [Interest Payment Dates will be [quarterly/semi-annually] in arrear on [[dd][mm], [dd][mm], [dd][mm] and [dd][mm]] in each year up to and including the Maturity Date] |
| (e) | Business Day Convention | [Modified Following Business Day Convention] [<i>Specify other</i>] [†] |
| | <ul style="list-style-type: none"> • for Interest Payment Dates (other than the Maturity Date): • for Maturity Date: | <ul style="list-style-type: none"> [As above] [<i>other</i>][†] [As above] [<i>other</i>][†] |
| (f) | Day Count Fraction: | [<i>Specify</i>] |
| (g) | Minimum Interest Rate: | [Not applicable] [†] |
| (h) | Maximum Interest Rate: | [Not applicable] [†] |
| (i) | Linear Interpolation: | [Applicable] [Not applicable] |
| 19 | Zero Coupon Note provisions: | [Applicable [†] /Not applicable] (<i>if not applicable delete remaining sub-paragraphs of this paragraph</i>) |
| (a) | Accrual Yield: | [•]% per annum |
| (b) | Reference Price: | [Issue Price] |
| (c) | Business Day Convention: | [<i>Specify</i>] |
| (d) | Day Count Fraction in relation to early redemption amounts: | [<i>Specify</i>] |

Provisions relating to redemption

[†] [Wholesale Debt Issuance Programme only.]



NOTE DEED POLL

20	Redemption Amount:	[Outstanding principal amount]
21	Investor put:	[Not applicable]
22	Issuer call:	[Not applicable]
23	Early Redemption for Taxation Reasons:	[Applicable / Not applicable]

General provisions applicable to the Notes

24	Any Clearing System other than NZClear:	[Not applicable. However, cross-trading through Euroclear and Clearstream is applicable]
25	Other conditions:	[Insert if applicable]
26	Other information:	[Insert if applicable]
27	Other selling restrictions:	[Insert if applicable]
28	Listing:	[None]
29	ISIN:	[•]
30	Common Code:	[•]
31	Credit rating:	At the date of these Final Terms, Kiwibank Limited had a credit rating for the Programme from Moody's of A1 and from Fitch of AA

Signed on behalf of Kiwibank Limited:

By:

Duly authorised

Date:



SCHEDULE 3

Meetings Provisions

1 DEFINITIONS

- 1.1 Capitalised terms used in these Meetings Provisions have the same meaning as in the *Terms and Conditions* unless the context otherwise requires, and:

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:

- (a) in relation to matters affecting a Series only, that Series; or
- (b) 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.

Extraordinary Resolution means a resolution passed:

- (a) at a meeting of Holders, properly convened and held in accordance with the provisions of these Meetings Provisions, approved by Holders holding at least 75% of the aggregate principal amount of the Notes held by Holders entitled to vote and voting on the question; or
- (b) in accordance with Regulation 16.

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 the Trustee (where applicable).

Regulation means a clause of these Meetings Provisions.

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.



Terms and Conditions means the general terms and conditions of the Notes as set out in Schedule 1 to this deed.

Trustee means any trustee appointed in relation to a Series under the Conditions applicable to that Series.

1.2 Classes

In these Meetings Provisions, 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.

1.3 Trustee

In these Meetings Provisions, references to a Trustee and regulations which relate only to a Trustee apply only in respect of a Series of Notes in respect of which a Trustee has been appointed under the relevant Conditions and shall be ignored if no such person has been appointed to any Series or to any particular Series.

1.4 Meeting

In these Meetings Provisions, a reference to a meeting includes, if there is only one Holder, the attendance of that person or its proxy on the day and at the place and time specified in accordance with the provisions of these Meeting Provisions.

2 CONVENING

2.1 Meeting required by law

Kiwibank shall, whenever required to do so pursuant to the Companies Act 1993 or the Financial Markets Conduct Act 2013 and Financial Markets Conduct Regulations 2014 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 principal amount 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 By Trustee of any relevant Series

In relation to any Series of Notes in respect of which a Trustee has been appointed and subject always to the Conditions for that Series, the Trustee may at any time of its own volition (after such consultation with Kiwibank which is reasonable in the circumstances as to the nature of the business the subject of the proposed meeting) convene a meeting of Holders of that Series of Notes. The Trustee shall not be obliged to convene a meeting of the relevant Holders pursuant to this regulation until it has been indemnified to its satisfaction (acting reasonably) against all costs and expenses to be incurred in relation to that meeting.



2.5 Place of meeting

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

2.6 Regulations

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

3 NOTICE OF MEETINGS

3.1 Persons to be notified

Notice of every meeting shall be given in the manner provided in Condition 23 of the Terms and Conditions to:

- (a) every Holder entered in the Register as at the close of business five Business Days prior to the date of despatch of the notice;
- (b) every personal representative or assignee in bankruptcy of any such Holder who, to the actual knowledge of Kiwibank or the Registrar, is deceased or insolvent as the case may be;
- (c) the Registrar;
- (d) Kiwibank, if the meeting is convened by the Trustee;
- (e) the Trustee, if the meeting is convened by Kiwibank; and
- (f) if the relevant Notes are listed, by Kiwibank to any stock exchange on which those Notes are listed.

3.2 Time for notification

Subject to regulations 3.5 and 4.5, at least 14 days' notice of every meeting will be given. The notice will be exclusive of the day on which it is served or deemed to be served and of the day for which it is given.

3.3 Contents of notice

The notice will specify the place and Appointed Time of the meeting and the general nature of the business to be transacted. It will not be necessary to specify in the notice the terms of the resolutions to be proposed, except in the case of a resolution proposed to be passed as an Extraordinary Resolution in which case the text of the proposed resolution must be set out.

3.4 Prior notification of Trustee

Kiwibank shall, at least 20 days before it gives notice of a meeting, advise the Trustee (if applicable) in writing of the intended place and time of the meeting and the nature of the business to be conducted and shall in respect of a meeting of any Holders of any relevant Series, obtain the prior written approval of the Trustee to



any documents it proposes to send to the relevant Holders (such approval not to be unreasonably withheld or delayed). If the Trustee so requires, the documents shall include any statement which the Trustee wishes to make in relation to the meeting and the matters to be considered at it.

3.5 Short or informal notice

Notwithstanding any other provision of this regulation 3, a meeting may be called by shorter notice than that specified in regulation 3.2, or without any formal notice, and without compliance with regulation 3.3, and shall be deemed to have been duly called if it is so agreed by all Holders before, at or after that meeting.

3.6 Accidental omission

The accidental omission to give notice to, or the non-receipt of notice by, any person (other than the Trustee, if applicable) entitled to receive notice will not invalidate the proceedings at any meeting.

4 QUORUM

4.1 Quorum required

No business will be transacted at any meeting (other than the choosing of a chairman) unless the requisite quorum is present at the commencement of business.

4.2 Quorum for Extraordinary Resolution

Subject to regulation 4.4, the quorum for passing an Extraordinary Resolution will be two or more Holders (present in person or by Representative) holding or representing (in aggregate) at least a majority in principal amount of the Notes then outstanding. If there is only one Holder of the Notes, that Holder (present in person or by Representative) will constitute the quorum for passing an Extraordinary Resolution.

4.3 Quorum for other business

Subject to regulation 4.4, the quorum for the transaction of any business other than the passing of an Extraordinary Resolution will be the Holders present in person or by Representative holding or representing (in aggregate) at least 10% in principal amount of the Notes then outstanding.

4.4 Quorum not present

If, within 15 minutes (or any longer time not exceeding 45 minutes as the chairman of the meeting may decide) after the Appointed Time, a quorum is not present the meeting, if convened at the request of Holders, will be dissolved. In any other case it will be adjourned to a day and time (not being less than 14 days later but no more than 42 days later) and to a place as may be appointed by the chairman of the meeting. At such adjourned meeting all the Holders present in person or by Representative will be a quorum for the transaction of business including the passing of Extraordinary Resolutions.

4.5 Notice of adjourned meeting

Notwithstanding regulation 3.1, notice of any such adjourned meeting of Holders at which an Extraordinary Resolution is to be submitted shall be given to the same persons as those who were given notice of the original meeting and otherwise will be



given in the same manner as for an original meeting (except that only seven days' notice will be required) and such notice will state that the Holders present in person or by Representative at the adjourned meeting will form a quorum whatever the principal amount of Notes held by them.

5 **CHAIRMAN**

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 chairman of the meeting. A chairman need not be a Holder.

6 **RIGHT TO ATTEND AND SPEAK**

Any:

- (a) director, officer or solicitor, auditor or accountant of Kiwibank;
- (b) person appropriately authorised by Kiwibank;
- (c) director, officer or solicitor of the Trustee;
- (d) person appropriately authorised by the Trustee;
- (e) Holder;
- (f) Registrar;
- (g) financial or legal adviser of the above parties respectively,

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

7 **ADJOURNMENT**

7.1 **Chairman may adjourn**

The chairman 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 BY KIWIBANK

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 his 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 principal amount of Notes then outstanding.

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 his attorney or, if the appointer is a corporation, either by an authorised person 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 appointed 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 determined 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 chairman

An instrument of proxy in favour of:

- (a) the chairman of Kiwibank;
- (b) the chairman; or
- (c) the chairman 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 chairman or chief executive officer of Kiwibank or, in the case of paragraph (c) 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

Except where a Holder is Kiwibank or any of Kiwibank's Subsidiaries, any Holder may by power of attorney appoint an attorney (who need not be a Holder) to vote and act on his behalf at any meeting. An attorney will be entitled to produce evidence of his appointment at any time before the Appointed 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 his 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 his 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 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 chairman of the meeting;
- (b) the Trustee;
- (c) Kiwibank or any representative of Kiwibank; or
- (d) one or more Holders holding or representing not less than 5% in aggregate principal amount of the Notes then outstanding.

A declaration by the chairman 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 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 \$1 of principal amount of the Notes then outstanding 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 of Kiwibank's Subsidiaries shall be entitled to vote in relation to any Notes held by them.

13.3 Poll

If a poll is demanded it will be taken in the manner directed by the chairman 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.

13.4 Chairman has no casting vote

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

13.5 Election of chairman

A poll demanded on the election of a chairman 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 chairman. 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.

13.6 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.

13.7 Joint Holders

In the case of joint Holders the vote of the most 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.

13.8 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. Neither Kiwibank nor any of its Subsidiaries shall be entitled to vote in respect of any Notes held by them.

14 EXTRAORDINARY RESOLUTIONS

14.1 Powers

A meeting of Holders will, in addition to all other powers which by this deed are specified as exercisable by Extraordinary Resolution, have the following powers exercisable by Extraordinary 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 request from Kiwibank for the exchange of the Notes for, or the conversion of the Notes into, shares, stock, debentures, debenture stock or other obligations or securities of Kiwibank or any other company formed or to be formed;
- (c) postpone or, with the concurrence of Kiwibank, to accelerate the day when the principal amount of any Notes becomes payable and to suspend or postpone for a time the payment of the principal amount or interest on any Notes;
- (d) 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;



- (e) assent to any amendment to the Conditions applicable to any Series or the Note Deed Poll (and any deed, document or instrument in connection with the foregoing) proposed or agreed to by Kiwibank (and, where required, the Trustee) and to authorise Kiwibank (and the Trustee, if applicable) to execute any supplemental deed or other document or instrument embodying any such amendment;
- (f) give any sanction, assent, release or waiver of any breach or default by Kiwibank (or the Trustee, if applicable) under any of the provisions of the Conditions or the Note Deed Poll (and any deed, document or instrument in connection with the foregoing);
- (g) sanction any scheme for the reconstruction of Kiwibank or for the amalgamation of Kiwibank with any other corporation where such sanction is necessary;
- (h) subject to the Conditions, remove any Trustee and to approve the appointment of or appoint a new Trustee;
- (i) consent to, approve, authorise and direct any applicable Trustee in respect of any of the matters referred to in any of the foregoing paragraphs of this regulation 14.1, or as to any other matter which may be necessary to carry out and give effect to any Extraordinary Resolution; and
- (j) authorise or direct Kiwibank (and if applicable, the Trustee) to execute any supplemental deed or other document or instrument embodying such sanction, authority or approval, assent, release, waiver, direction or request.

14.2 **Binding on Holders**

An Extraordinary Resolution passed by Holders in accordance with these Meetings Provisions 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 and the Trustee 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**

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 chairman 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 chairman of the meeting at which a resolution was passed or proceedings had or by the chairman 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 **Extraordinary Resolution**

Anything that may be done by Holders by a resolution or Extraordinary Resolution passed at a meeting of Holders may be done by a resolution in writing signed by Holders, holding in aggregate Notes conferring the right to cast not less than 75% of the votes which could be cast on that resolution.

16.2 **Counterparts**

Any such resolution may consist of several documents in similar form, each signed by one or more Holders. The resolution is passed when the last Holder signs the counterpart resolution (as evidenced by the appearance of the signature itself).

16.3 **Accidental omission**

The accidental omission to give a copy of the resolution to, or the non-receipt of the resolution by, any Holder will not invalidate a resolution in writing made in accordance with regulation 16.1.



16.4 **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.

