

IS&P New Zealand Retirement Fund

Participating Member Pack (Discretionary Class)

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SECTION 1 - APPLICATION

APPLICATION TO BE ADMITTED AS A DISCRETIONARY CLASS MEMBER

To: The Trustee for the time being of IS&P New Zealand Retirement Fund (“the Fund”)

Name of Member:

Address of the Member:

Postal code:

being eligible hereby apply for admission to membership of the Fund.

DEFINITION OF TERMS

“**Benefit**” means an amount (whether in the form of money or any other kind of form whatsoever)

- (a) paid or payable or which may become payable by the Trustee out of the Fund under the Trust Deed to or in respect of a Member, a beneficiary, a dependant or a relative; or
- (b) in the Fund to or in which a Member, a beneficiary, a dependant or a relative has an absolute or indefeasible entitlement or interest under the Trust Deed; or
- (c) held in the Fund or in respect of a Member, a beneficiary, a dependant or a relative under the Trust Deed.

“**Contributions**” means payments of money or transfers of any kind or form of, or interest in, property made or paid to the Fund by Members, Employers and other persons in accordance with and pursuant to the provisions of the Trust Deed and, in the case of the Employer, for the purpose of making provisions for Benefits for, in respect of or on behalf of one or more or a group of the Employees employed by that Employer or by an associate of that Employer (as defined in the Trust Deed), or where the Trust Deed permits, their dependants, legal personal representative and/or relatives in accordance with the Trust Deed, prior to the payment or withdrawal of any taxation or other amount

payable in respect of those Contributions, but shall exclude distributions.

“**Employee**” includes any person not being an Excluded Person employed by an Employer or engaged by an Employer under a contract for services with the Employer or acting as a director of an Employer. The decision of the Trustee shall be final and binding in the event of any doubt as to whether a person is an Employee for the purposes of the Trust Deed.

“**Employer**” includes any person not being an Excluded Person who employs or engages a Member, or an applicant for admission to membership of the Fund where such applicant is not an Excluded Person.

“**Excluded Person**” means a person who is an excluded person under the Trust Deed.

“**Fund**” means the IS&P New Zealand Retirement Fund.

“**Member**” means a person admitted to membership of the Fund under the Trust Deed and who has not ceased to be a Member of the Fund under the Trust Deed or who is otherwise deemed to be a Member for the purposes of the Trust Deed.

“**Sub-Fund**” means a division of the Fund made in accordance with the terms of the Trust Deed.

“**Trustee**” means the Trustee or Trustees for the time being of the Fund whether original, additional or substituted specified in the Trust Deed or as appointed as a trustee or trustees of the Fund.

“**Trust Deed**” means the trust deed establishing the Fund including its recitals and schedules as the same may stand amended, attended, modified, added to or otherwise varied from time to time.

SECTION 1 - APPLICATION

APPLICATION TO BE ADMITTED AS A DISCRETIONARY CLASS MEMBER - CONTINUED

COVENANTS

In consideration of the Trustee exercising its discretion to admit me as a Member of the Fund, I hereby covenant, agree and undertake with effect from the date I am admitted to the Fund as follows:-

- a. Upon admission to membership of the Fund, I will be bound by the Trust Deed governing the Fund as it is or may be varied from time to time and must comply with it in all respects as if I was an original party to the Trust Deed.
- b. I will upon request make a full written disclosure of any information required by the Trustee in respect of or arising from my membership of the Fund, including any medical condition.
- c. I understand the terms and conditions of the Trust Deed and more particularly the terms and conditions of the Trust Deed concerning Benefits payable under the Trust Deed.
- d. I will notify the Trustee once I attain Retirement Age as defined in the Trust Deed or if at any time I Retire from Employment, Retire from the Workforce or cease part-time Gainful Employment or full-time Gainful Employment (as defined in the Trust Deed) after Retirement Age.
- e. I consent to the Trustee acting as Trustee of the Fund.
- f. I declare that any information herein provided by me is true and accurate in every respect.
- g. I accept my Employer's nomination to become a Discretionary Member of the Fund.
- h. The existence or cessation of any actual or prospective or possible Benefit or expectancy under the Trust Deed or from the Fund shall not entitle me to bring a claim or to increase any damages or compensation payable to me in any action brought against my Employer or former Employer for termination of any employment, engagement or office or otherwise.
- i. I do not have any recourse against, and cannot assert or bring any claim or right of action against, any Employer or former Employer or any director, officer, employee, agent or delegate of any Employer or former Employer or any of their property or funds in respect of any determination by the Trustee pursuant to the Trust Deed or in connection with the Fund, including in respect of:
 - any Benefits which may be or become payable from the Fund or which fail to be paid to me;
 - any fraud, neglect or breach of trust in connection with the Fund which has not been caused or contributed to by my Employer or former Employer or any such person;
 - any cost, loss or damage suffered as a result of anything described above.
- j. I will immediately notify the Trustee in writing at the time any Benefit becomes payable to me and immediately after I change my mailing address or place of residence of my new mailing address and/or postal address of my new place of residence (as the case may be).
- k. I will immediately notify the Trustee upon a change in such of my circumstances affecting any particulars disclosed about me at or around the time of me applying to join the Fund or such other particulars as the Trustee may nominate at any time or from time to time by written notice to me.
- l. My admission to membership of the Fund is conditional upon and would not occur but for the agreements and undertakings given by me and contained in this Application for Membership and my acceptance of any further terms and conditions as specified below.

SECTION 1 - APPLICATION

APPLICATION TO BE ADMITTED AS A PARTICIPATING EMPLOYER - CONTINUED

Application to be admitted as a Discretionary Class Member - continued

- m. I will not hold the Trustee nor its officers or employees liable for any loss or damage in connection with the use of postal service, telegraph, telephone, fax, telex or other means of communication and transmission, including by internet and email ("forms of communication"), especially due to delay, loss, forgery, falsification, error, misunderstanding, mutilation, or in connection with the use of pseudonyms in correspondence with any party in respect of my membership of the Fund.
- n. In addition, I expressly agree to the Trustee's use of the above forms of communication and release the Trustee from any confidentiality obligation imposed by applicable laws or regulations of the relevant jurisdiction if information is disclosed to third parties as a result of misuse of the above forms of communication.
- o. Furthermore, I will not hold the Trustee or any party connected with the Trustee and its successors in title responsible in such regard especially in respect to the disclosure of any information to third parties unless there is gross negligence or willful misconduct on the my part.
- p. I confirm that I have been advised by Global Pensions Asia Limited to seek independent legal and tax advice on being a Member of the Fund and that I fully understand that it is my obligation to comply with the tax and reporting requirements as applicable to my individual situation. I also understand that I am responsible for paying any tax due or payable.

I, being nominated by my Employer to become a Discretionary Member of the Fund hereby confirm the covenants, agreements and undertakings contained in Section 1 hereof and I confirm that all information provided above is true, complete and accurate.

Executed as a Deed:

Name of Member:

Signature of Member:

Date:

D	D	M	M	Y	Y
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WITNESSED BY

Name:

Address:

Postal code:

Occupation:

Signature of Witness:

Date:

D	D	M	M	Y	Y
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SECTION 2 - SUB-FUND INFORMATION

2.1 SCHEDULE OF MEMBER DETAILS

MEMBER DETAILS

Full Name:

Residential Address:

Postal code:

If you have lived at the above address for less than 3 years, give previous address(es)

Postal code:

Telephone:

Fax:

Mobile:

E-mail:

Citizenship and Country of Tax Residency:

Occupation:

Please indicate whether you wish to receive mail at your home, office or other address

- Home
 Office
 Other - please provide details

Postal code:

Date of Birth (dd/mm/yy):

D	D	M	M	Y	Y
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Place of Birth:

Marital Status:

Passport Number:

Country of Issue:

Issue Date (dd/mm/yy):

D	D	M	M	Y	Y
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Expiry Date (dd/mm/yy):

D	D	M	M	Y	Y
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SECTION 2 - SUB-FUND INFORMATION

SCHEDULE OF MEMBER DETAILS - CONTINUED

If passport is not available, please provide details of Driving Licence or other form of Government Issued Photographic Identification

Description and Number:

Country of Issue:

Issue Date (dd/mm/yy):

D	D	M	M	Y	Y
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Expiry Date (dd/mm/yy):

D	D	M	M	Y	Y
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Principal Banker

Name of Bank:

Name of Contact:

Address:

Postal code:

Telephone:

Fax:

Email:

Accountant/Lawyer

Name of Firm:

Name of Contact:

Address:

Postal Code:

Telephone:

Fax:

Email:

SECTION 2 - SUB-FUND INFORMATION

2.2 SCHEDULE OF MEMBER DETAILS - CONTINUED

Other Professional Advisor

Name of Firm:

Name of Contact:

Address:

Postal Code:

Telephone:

Fax:

E-mail:

Authorised Correspondent

Name of Firm:

Name of Contact:

Address:

Postal Code:

Telephone:

Fax:

E-mail:

Can we correspond via e-mail? (Please X where appropriate)

Yes

No

SECTION 3 - DUE DILIGENCE REQUIREMENTS

PARTICIPATING MEMBER

IDENTITY VERIFICATION DOCUMENTS

Please provide the following documents:

- A certified clear photocopy of current valid Passport pages showing:
 - ← Photograph
 - ← Personal details
 - ← Passport number, issue and expiry date
 - ← Signature

PROOF OF ADDRESS

- Certified copy of any of the following issues documents within 3 months showing residential address:
 - ← Utility Bill
 - ← Bank statement

REFERENCE

- An original reference letter from the following persons:
 - ← Principal Banker who has known the Member for more than 2 years AND
 - ← Professional who has known the Member for more than 2 years

All the above-mentioned copies must be certified as “a complete and true copy of the original” by Professional (Accountant, Lawyer, International Banker or Notary). The certifier is required to print name, date and sign the document. Where possible, Global Pensions Asia Limited will verify true copies of the original when sighted.

SECTION 4 - SIGNATURE

CONFIRMATION AND SIGNATURE

I, being nominated by my Employer to become a Discretionary Member of the Fund hereby confirm the covenants, agreements and undertakings contained in Section 1 hereof and I confirm that all information provided above is true, complete and accurate.

Executed as a Deed:

Name of Member:

Signature of Member:

Date:

D	D	M	M	Y	Y
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WITNESSED BY

Name:

Address:

Postal Code:

Occupation:

Signature of Witness:

Date:

D	D	M	M	Y	Y
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