Product Disclosure Statement

for an offer of membership in the

Ports Retirement Plan

Issuer: Ports Retirement Trustee Limited

Dated: 31 March 2021

This document gives you important information about this investment to help you decide whether you want to invest. There is other useful information about this offer on www.disclose-register.companiesoffice.govt.nz. Ports Retirement Trustee Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013. You can also seek advice from a financial adviser to help you to make an investment decision.

This document replaces the Product Disclosure Statement dated 12 September 2019.

Section 1 – Key Information Summary

What is this?

This is a managed investment scheme. Your money will be pooled with other investors' money and invested in various investments. Ports Retirement Trustee Limited (**Trustee**) will invest your money and charge you a fee for its services. The returns you receive are dependent on the investment decisions of the Trustee and the performance of the investments. The value of those investments may go up or down. The types of investments and the fees you will be charged are described in this document.

What will your money be invested in?

Except as described below, the Ports Retirement Plan (**Plan**) does not offer members a choice of investment options and members' money is invested in the Balanced option.

Members who have left service and chosen to stay in the Plan or reached NZ Super age (**Qualifying Members**) have two investment options (Balanced and Conservative).

These investment options are summarised below. More information about our investment target and strategy for each investment option is provided at Section 3 (*Description of your investment options*).

Option and investment objective	Risk indicator	Estimated annual fund charges[1]
Balanced **Objective:** to provide an intermediate level of returns over the medium to long term. **Policy:** The Balanced option has target asset allocations of: • 55% **growth** (equities, listed property and other) • 45% **income** (fixed interest, cash and cash equivalents and alternative income).	⇐ Potentially lower returns Potentially higher returns ⇒ 1 2 3 **4** 5 6 7 ⇐ Lower risk Higher risk ⇒	0.88%
Conservative (Qualifying Members only) **Objective:** to provide a low but relatively stable level of returns over the medium term. **Policy:** The Conservative option has target asset allocations of: • 20% **growth** (equities) • 80% **income** (fixed interest, cash and cash equivalents).	⇐ Potentially lower returns Potentially higher returns ⇒ [2] 1 2 **3** 4 5 6 7 ⇐ Lower risk Higher risk ⇒	0.74%

Additional dollar-based fees

Establishment fee: $50 (one-off fee charged when you first join).

Contribution fee: $2.50 for each month in which you or your employer contribute.

Monthly membership fee*:* $5.00 for each complete month of your membership.

Year-end membership fee: $100 a year (charged to you if you are a member as at 31 March).

Termination fee: When you leave the Plan we will deduct a termination fee from your Plan balances. Currently this is $100 plus:

- any as-yet-unpaid establishment or monthly fees (see above); and
- the latest annual fund charge (see above) reduced in proportion to the number of days in the current Plan year that you will no longer be a member.

Switch fee: $50 for the second investment option switch in any calendar year (Qualifying Members only).

1. See Section 5 for more information.

2. This investment option has not existed for 5 full years, and its risk indicator has been calculated using composite market index returns for the period 1 January 2016 to 31 March 2019 (for more information on the market indices see the

Statement of Investment Policy and Objectives) as well as actual returns for the period 1 April 2019 to 31 December 2020. As a result, the risk indicator may provide a less reliable indicator of the potential future volatility of the investment option.

Insurance premiums: In addition to the above fees, you will also be charged insurance premiums for death and Total and Permanent Disablement cover. These will vary based on your level of cover, age and sex and the Trustee therefore cannot make a reasonable assessment of them.

See Section 5 (*What are the fees?*) for more information about fees and charges.

See Section 4 (*What are the risks of investing?*) for an explanation of the risk indicator and for information about other risks that are not included in the risk indicator. To help you clarify your own attitude to risk, you can seek financial advice or work out your risk profile at www.sorted.org.nz/tools/investor-kickstarter

Who manages the Plan?

The Trustee is the manager of the Plan. See Section 7 (*Who is involved?*) for more information.

How can you get your money out?

You can only receive a benefit from the Plan after you:

- leave service; or
- reach NZ Super age (currently 65);

or if we accept a Significant Financial Hardship or first home purchase based partial withdrawal application.

See Section 2 (*How does this investment work?*) for more information.

How will your investment be taxed?

The Plan is a portfolio investment entity (**PIE**).

The amount of tax you pay in respect of a PIE is based on your prescribed investor rate (**PIR**). This can be 10.5%, 17.5% or 28%. See Section 6 of the PDS (*What taxes will you pay?*) on page 18 for more information.

Where can you find more key information?

The Trustee is required to publish annual updates for each investment option. The updates show the returns, and the total fees actually charged to investors, during the previous year. The latest fund updates are available under *Plan Documentation* at http://portsretirement.org.nz/. We will also give you copies of those documents on request.

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Section 2 – How does this investment work?

This document offers you membership of the Ports Retirement Plan (**Plan**), a trust registered under the Financial Markets Conduct Act 2013 as a restricted workplace savings scheme and designed to help you save for retirement. Your membership is governed by a Trust Deed.

The significant benefits of investing in the Plan include your employer contributing and you having access to death and Total and Permanent Disablement insurance. As a managed fund, the Plan gives you access to investments you may be unable to access as an individual.

The Plan offers only one investment option (Balanced), unless you have either left service and chosen to stay in the Plan or reached NZ Super age (in which case there are two options - Balanced and Conservative).

When you invest in the Plan, your investment is pooled with those of other members and invested in accounts maintained in your name.

The amount of your savings, when withdrawn, will depend on the contributions made for your benefit, the returns achieved on them and the fees, expenses and taxes deducted.

As the Plan is a single trust fund, if the assets held for an investment option are insufficient to meet the liabilities attributable to that option, those liabilities can be met from Plan assets generally.

Joining the scheme

You can join the Plan when, or after, you start working for a **Participating Employer** (see below) or a related company of that employer. To join, complete the Application Form at the back of this document and return it to your employer (who will forward it to the Administration Manager).

The current Participating Employers are:

- CentrePort Limited
- Grey District Council
- Lyttelton Port Company Limited
- Ports of Auckland Limited
- Port Marlborough New Zealand Limited
- Port of Napier Limited
- Port Nelson Limited
- Port Otago Limited
- Port Taranaki Limited
- Port of Tauranga Limited
- Primeport Timaru Limited
- Rail & Maritime Transport Union
- South Port New Zealand Limited

Making investments

Your contributions

You must contribute at the rate of not less than 2% of your earnings. Your 'earnings' are the before-tax earnings you receive from your Participating Employer.

Your Participating Employer will deduct your contributions from your after-tax pay weekly, fortnightly or monthly and pay them to the Administration Manager monthly.

Your contributions will be placed in your Member Account, to which we will also credit and debit other amounts such as investment earnings (positive or negative), fees and expenses.

You can choose to increase or decrease your regular contributions so long as you pay at least the minimum. You can also (with our consent and on such terms and conditions as we decide) choose to stop contributing.

You cannot make lump sum contributions – you may only contribute via deductions from after-tax pay.

If you stop contributing while still employed by a Participating Employer then, from the next 1 April, your Plan benefit entitlement will be limited to your normal leaving service benefit and no insured benefit will be payable if you die or suffer Total and Permanent Disablement.

Deferred Members (see page 10) cannot contribute.

Participating Employer's contributions

Your Participating Employer must contribute a before-tax $1 for every $1 you contribute, up to the maximum earnings percentage set out in your employment contract.

Your Participating Employer:

- may make additional contributions if we agree; and
- may reduce its before-tax contributions by the amount of any before-tax contributions it makes to KiwiSaver for your benefit.

Contribution tax is deducted from your Participating Employer's contributions before the net amounts are paid to the Plan. For more information, see *Other Material Information* on www.disclose-register.companiesoffice.govt.nz (**Disclose**) - select *Search Offers* and enter *Ports*.

Your Participating Employer's contributions will stop on the earlier of when you:

- leave its employment; or
- reach NZ Super age (currently 65), unless it agrees otherwise.

Your Participating Employer's contributions will be placed in your Employer Account, to which we will also credit and debit other amounts such as investment earnings (positive or negative), insurance premiums, fees and expenses.

Withdrawing your investments

Leaving service

When you leave your Participating Employer's employment (other than on death or Total and Permanent Disablement – see below) you will be eligible to receive as a lump sum your total Plan balances, adjusted for interim investment earnings (positive or negative), PIE tax and the termination fee – see *What are the fees?* at Section 5.

NZ Super age
If you remain in your Participating Employer's employment after NZ Super age, you can withdraw as a lump sum your total Plan balances (adjusted as described under *Leaving service*).

Death
If you die before age 70 while contributing to the Plan then (provided that if you are over NZ Super age you elected at that age to retain insurance cover) we will pay an amount equal to:

- your total Plan balances (adjusted as described under *Leaving service*); plus
- subject to insurance (see below), an additional amount based on your age and your **Basic Weekly Wage** (this is 40 times your ordinary before-tax hourly pay rate):

Age at death	Multiple
40 or less	104 times
41 – 49	78 times
50 or more	52 times

Example 1*: if you die aged 45 with standard insurance cover and a Basic Weekly Wage of $1,300 (based on an hourly rate of $32.50) then your additional death benefit entitlement will be $101,400:*

$1,300 times 78 = $101,400

This will be paid on top of your Plan balances – so if, for example, those balances (adjusted as described above) total $65,000 then your death benefit entitlement will total $166,400:

$65,000 plus $101,400 = $166,400

If you are not contributing, or for any other reason your Participating Employer is not contributing for your benefit, no additional amount will be payable on top of your Plan balances.

Before commencing parental leave or leave without pay, you should contact the Administration Manager to arrange for your insurance cover to continue (the maximum allowable continuation period is 24 months).

If when you die you have no insurance cover, we will pay only your total Plan balances (adjusted as described under *Leaving service*).

We will pay your death benefit to one or more of your **Nominated Beneficiaries** as we think fit. These are:

- anyone whose name and details you have notified to us in writing;
- your spouse or a former spouse;
- a parent, child (natural or adopted), step-child, brother or sister (or their wife, husband or child);
- anyone else who (in our opinion) you were wholly or partly maintaining at any time before you died; and
- your personal representatives (i.e. the executors or administrators of your estate).

If you have a spouse or long-term de facto partner, by law your death benefit will be relationship property. The Family Court may override your nomination (and our discretion) and order some of the benefit to be paid to your surviving spouse or partner.

We have insurance, currently with AIA New Zealand Limited, to cover any additional amount that may be payable when you die. You must have a medical examination if asked, and provide any statement of health required by our insurer. If you do not join the Plan within 6 months of first becoming eligible (and therefore do not have automatic insurance cover) then until:

- you have had any examination and/or provided any health statement required by the insurer; and
- the insurer has considered your health statement and the results of any examination and made a decision about cover under our insurance policy,

you will not be entitled to any additional death benefit.

If the insurer (after considering your health statement and any examination results):

- decides not to grant cover (or agrees only to grant partial cover) for you; or
- imposes special restrictions on your cover (these include no cover for death due to war); or
- modifies your insured amount; or
- charges an extra premium for your cover; or
- declines, after you die, to admit a claim on your behalf under the policy;

your death benefit entitlement or the terms of your cover will be modified accordingly.

Insurance premiums increase with age. For the standard annual premiums payable as at the date of this document per $1,000 of cover, see the *Other Material Information* document on Disclose.

Can I reduce or cancel my additional death benefit?
You may decide (perhaps because you have other life insurance) that a lower than standard level of death insurance cover from the Plan is appropriate for you.

Each 1 April (or when you join – contact the Administration Manager) you will have the chance to reduce your **total** death benefit entitlement to the greater of your Plan balances and the following amount:

Age at death	Multiple of basic weekly wage
40 or less	104 times
41 – 49 inclusive	78 times
50 or over	52 times

Once you reduce your death benefit entitlement you cannot increase it later.

***Example 2**: if you reduce your death benefit entitlement in this way and die aged 45 with a Basic Weekly Wage of $1,300 and total Plan balances of $65,000, your **total** death benefit entitlement will be $101,400:*

$1,300 times 78 = $101,400

The insurance component will be $36,400 ($101,400 less $65,000 = $36,400)

You will also have the opportunity when you join (and on each subsequent 1 April) to have **no** death insurance cover from the Plan. If you do this then you cannot obtain cover later.

Total and Permanent Disablement
If you suffer Total and Permanent Disablement before age 70, we will pay you the same benefit that would be paid had you died. This is subject to exclusions, including for Total and Permanent Disablement occurring by reason of:

- self-inflicted injury or illness;
- drug, substance or alcohol abuse; or
- violation or attempted violation of the law.

Total and Permanent Disablement means such total physical or mental disablement as is covered by our insurance policy from time to time. Currently it means you having been absent from your usual employment due to sickness or accident for at least 6 consecutive months from when you suffered your disablement, you not being employed elsewhere and:

- our insurer being satisfied, after considering medical and other evidence, that you have become incapacitated directly as a result of the sickness or accident to such an extent as to prevent you from ever working in any gainful employment for which you are reasonably suited by education, training or experience, or
- you having suffered the complete and irrecoverable loss of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye.

The insurance cover restrictions described under *Death* (above) also apply to Total and Permanent Disablement benefits.

Can I reduce or cancel my additional Total and Permanent Disablement benefit?
If you reduce your death insurance cover, your Total and Permanent Disablement insurance cover will reduce by the same amount. If you cancel your death insurance cover, your Total and Permanent Disablement insurance cover will also be cancelled.

Significant Financial Hardship
You can withdraw all or part of your Member Account (but not your Employer Account) balance if we are reasonably satisfied you are suffering or likely to suffer from Significant Financial Hardship and have explored and exhausted all reasonable alternative funding sources. *Significant Financial Hardship* includes significant financial difficulties arising because of:

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

You must give us a statutory declaration of your assets and liabilities.

Buying a first home
If you have been a Plan (and/or KiwiSaver scheme) member for 3 or more years, you may be permitted to withdraw all or part of your Member Account (but not your Employer Account) balance to help you buy your first home or land.

Our first home purchase withdrawal criteria mirror those for KiwiSaver – see *Other Material Information* on Disclose.

When I leave service, can I leave some or all of my benefit in the Plan?
You can ask to leave all or part of your benefit in the Plan and become a Deferred Member. If we allow this then:

- we will hold your balance on the terms and conditions (including as to fees) that we agree with you;
- you may choose to invest some or all of your balance in the Conservative option; and
- if you do not do so, your balance will remain invested in the Balanced option.

A Deferred Member may request the payment of their full remaining balance (and, subject to conditions, make partial withdrawals) at any time.

For information on Deferred Members' withdrawal options, see *Other Material Information* on Disclose.

How to switch between investment options (Qualifying Members)
A Qualifying Member (see page 2) may choose to change how their Plan balances are invested up to twice per calendar year (effective 1 January and 1 July) by:

- going to the *Existing Member* section of the website http://portsretirement.org.nz/; and
- printing, completing and returning a switch form (which must be received at least 5 business days before the relevant effective date).

For more information about switching, see *Other Material Information* on Disclose.

Section 3 – Description of your investment options

	Balanced	Conservative (Qualifying Members only)
Investment objectives and strategy	Our current specific investment objectives for the Balanced option are to achieve (after deducting investment management fees): • on a rolling 5-10 year basis, an after-tax rate of return 1.5% per annum above inflation (as measured by CPI increases) assuming the highest prescribed investor rate applying from time to time under the portfolio investment entity tax legislation; and • on a rolling 3 year basis, a before-tax rate of return higher than the average return of the KiwiSaver balanced funds in the *MJW Investment Survey*.	Our current specific investment objectives for the Conservative option are to achieve (after deducting investment management fees): • on a rolling 3-5 year basis, an after-tax rate of return matching the inflation rate (as measured by CPI increases) and therefore maintain the real value of invested funds, assuming the highest prescribed investor rate applying from time to time under the portfolio investment entity tax legislation; and • on a rolling 3 year basis, a before-tax rate of return higher than the average return of the KiwiSaver conservative funds in the *MJW Investment Survey*.
Target investment mix	**Balanced**  **Growth assets 55%** Australasian equities 10.5% International equities 32.0% Listed property 5.0% Other 7.5% **Income assets 45%** Alternative income 5.0% Cash and cash equivalents 5.0% New Zealand fixed interest 11.5% International fixed interest 23.5%	**Conservative**  **Growth assets 20%** Australasian equities 5.0% International equities 15.0% **Income assets 80%** Cash and cash equivalents 15.0% New Zealand fixed interest 21.5% International fixed interest 43.5%
Suggested investment timeframe (minimum)	5 years	3 years
Risk indicator	⇐ Potentially lower returns — Potentially higher returns ⇒ 1 2 3 **4** 5 6 7 ⇐ Lower risk — Higher risk ⇒	[1] ⇐ Potentially lower returns — Potentially higher returns ⇒ 1 2 **3** 4 5 6 7 ⇐ Lower risk — Higher risk ⇒

[1]. This investment option has not existed for 5 full years, and its risk indicator has been calculated using composite market index returns for the period 1 January 2016 to 31 March 2019 (for more information on the market indices see the Statement of Investment Policy and Objectives) as well as actual returns for the period 1 April 2019 to 31 December 2020. As a result, the risk indicator may provide a less reliable indicator of the potential future volatility of the investment option.

Asset classes
Equities and ***property*** investments are ownership interests (held indirectly through underlying investment funds) in companies (being, in the case of property investments, companies holding real property).

Fixed interest investments are loans to governments, major local authorities, banks and corporate organisations (in return for which borrowers generally pay a set interest rate for an agreed period).

Cash and cash equivalents are short-term interest-bearing products such as deposits, bank bills, floating rate notes or fixed interest investments with maturity periods of less than one year.

Other and ***alternative income*** assets are investments in infrastructure (assets such as roads, ports, water and airports) and investments such as option or hedge funds that also do not fall into any of the above categories.

Statement of Investment Policy and Objectives
Our current Statement of Investment Policy and Objectives (**SIPO**) contains additional details about the investment objectives and policy for each investment option (including permitted asset class ranges, details of underlying investment funds and how we manage currency exposures).

We may change the SIPO from time to time, including after reviewing our investment policies and objectives or as a result of significant changes to the investment markets. We can do this without notifying you first. If we change the SIPO you can obtain information, free of charge, about the changes made under *Plan Documentation* at http://portsretirement.org.nz/.

Further information about the assets in the Plan can be found in the latest fund updates available under *Plan Documentation* at http://portsretirement.org.nz/.

Section 4 – What are the risks of investing?

Understanding the risk indicator

Managed funds in New Zealand must have a standard risk indicator. The risk indicator is designed to help investors understand the uncertainties both for loss and growth that may affect their investment. You can compare funds using the risk indicator.

⇐ Potentially lower returns						Potentially higher returns ⇒
1	2	3	4	5	6	7
⇐ Lower risk						Higher risk ⇒

For the risk indicator rating for each investment option, see the table on page 11.

The risk indicator is rated from 1 (low) to 7 (high). The rating reflects how much the value of the fund's assets goes up and down (volatility). A higher risk generally means higher potential returns over time, but more ups and downs along the way.

To help you clarify your own attitude to risk, you can seek financial advice or work out your risk profile at www.sorted.org.nz/tools/investor-kickstarter.

Note that even the lowest category does not mean a risk-free investment, and there may be other risks that are not captured by this rating.

This risk indicator is not a guarantee of an investment option's future performance. The risk indicator is based on the returns data for the 5 years ended 31 December 2020. While risk indicators are usually relatively stable, they do shift from time to time. You can see the most recent risk indicator in the latest fund update for each investment option.

General investment risks

Some of the things that may cause a fund's value to move up and down, affecting the risk indicator, are:

- **Asset allocation risk:** the main determinant of risk is the mix of growth assets and income assets – growth assets (like equities) are generally considered more risky than income assets (like fixed interest) and more likely to produce negative short-term returns;

- **Market risk:** investment performance will be affected by market sentiment, inflation, interest rates, employment, political events, environmental and technological issues or natural disasters affecting value;

- **Manager risk:** investment decisions made by the managers of the funds into which we invest may result in returns differing from a relevant index and from competing investments;

- **Currency risk** – fluctuating exchange rates will affect the returns from international investments – relevant underlying funds have differing currency exposures depending on asset class and hedging level ('hedging' is seeking to reduce risk by introducing another investment or market position expected to perform differently); and

- **Credit risk** – in the case of cash and cash equivalents and fixed interest, there is a risk of borrowers defaulting on their loans or becoming unable to meet financial obligations (resulting in reduced returns or inability to recover the full amount invested).

Other specific risks

No other specific risks have been identified.

See *Other Material Information* on Disclose for more information on the risks of investing in the Plan and how (where applicable) we seek to reduce those risks.

Section 5 – What are the fees?

You will be charged fees for investing in the Plan. Fees are deducted from your investment and will reduce your returns. If the Trustee invests in other funds, those funds may also charge fees. The fees you pay will be charged in two ways:

- regular charges – (for example, annual fund charges) – small differences in these fees can have a big impact on your investment over the long term:
- one-off fees (for example the termination fee deducted when you leave the Plan).

Annual fund charges	
Estimated annual fund charges (as a percentage of net asset value)	Balanced option 0.88%
	Conservative option 0.74%
Other charges	
Year-end membership fee	$100 a year (charged to you if you are a member as at 31 March).
Monthly membership fee	$5.00 for each complete month of your membership.

The Trustee's directors, the Administration Manager, the Union, our underlying investment managers and the Plan's other professional service providers all receive fees, and are reimbursed for expenses, in respect of their services to the Plan.

Currently, the Plan's costs and expenses are met by charging to members (in addition to insurance premiums for death and Total and Permanent Disablement cover):

- annual fund charges (charged to members in proportion to their Plan balances); and
- other charges (see above) and individual action fees (see page 16) – these are deducted from a member's Employer Account, or from their Member Account to the extent that the Employer Account balance is insufficient;

as outlined below.

The overall level of fees and charges payable by a member will change depending on the actual fees and charges incurred by the Plan.

The annual fund charges estimates set out above incorporate estimates of both:

- investment management fees; and
- the 'shortfall' fee that will be charged by the Trustee to all members as at a Plan year-end (31 March) to the extent that the other (i.e. non-investment) costs and expenses incurred by the Plan in that year have exceeded the total of:
    - the other charges shown in the table above; and
    - the individual action fees charged shown on page 16.

These charges are met by members in proportion to their Plan balances. They are an estimate, as the relevant costs are not fixed. The investment management fees component is based on estimates of all investment management fees and expenses.

Individual action fees

Fee	Amount payable to the Trustee
Establishment fee	$50 (one-off fee charged when you first join)
Contribution fee	$2.50 for each month in which you or your Participating Employer contribute.
Termination fee	When you leave the Plan we will deduct a termination fee from your Plan balances. Currently this is $100 plus: • any as-yet-unpaid establishment or monthly fees (see above), and • the latest annual fund charge (see below) reduced in proportion to the number of days in the current Plan year that you will no longer be a member.
Switch fee	$50 for the second investment option switch in any calendar year (Qualifying Members only).

Insurance premiums

You will be charged each year an insurance premium while insured for death and Total and Permanent Disablement. This will be deducted from your Employer Account (or from your Member Account to the extent that the Employer Account balance is insufficient). For the standard annual premium rates applying from time to time, see *Other Material Information* on Disclose.

Example of how fees apply to an investor

David invests $10,000 in the Plan. He is charged an establishment fee of $50.

This brings the starting value of his investment to $9,950.

He is also charged management and administration fees, which work out to about $87.56 (0.88% of $9,950). These fees might be more or less if his Plan balance has increased or decreased over the year.

Over the next year, David pays other charges of $160.

Estimated total fees for the first year

Individual action fees: $50

Fund charges: $87.56

Other charges: $160

See the latest fund update for an example of the actual returns and fees investors were charged over the past year.

This example applies only to the Balanced option.

Note that if David or his Participating Employer also make ongoing contributions in every month during his first year of membership then David will be charged (in addition to the above amounts) contribution fees totalling $30 for the year.

The fees can be changed

The Trustee, and all other service providers who are reimbursed for fees and expenses from Plan assets, can change their fees at any time. No third party approval is required for any such increase.

The Trustee must publish a fund update for each investment option showing the fees actually charged during the most recent year. Fund updates, including past updates, are available under *Plan Documentation* at http://portsretirement.org.nz/.

Section 6 – What taxes will you pay?

The Ports Retirement Plan is a portfolio investment entity. The amount of tax you pay is based on your prescribed investor rate (**PIR**). To determine your PIR, go to www.ird.govt.nz/roles/portfolio-investment-entities/find-my-prescribed-investor-rate.

If you are unsure of your PIR, we recommend you seek professional advice or contact the Inland Revenue Department. It is your responsibility to tell the Trustee your PIR when you invest or if your PIR changes. If you do not tell the Trustee, a default rate may be applied. If the rate applied to your PIE income is lower than your correct PIR, you will be required to pay any tax shortfall as part of the income tax year-end process. If the rate applied to your PIE income is higher than your PIR, any tax over-withheld will be used to reduce any income tax liability you may have for the tax year and any remaining amount will be refunded to you.

For more information on tax, see *Other Material Information* on Disclose (select *Search Offers* and enter *Ports*). That document is also available on the website http://portsretirement.org.nz/.

Section 7 – Who is involved?

About the Trustee

Ports Retirement Trustee Limited is the Trustee and manager of the Plan. Its role is to admit employees to membership and manage the Plan. It is legally responsible for ensuring the Plan is administered in members' best interests and complies with law.

As at the date of this Product Disclosure Statement the Trustee has seven directors:

Paul Drummond	Wellington (Chairman)
Christopher Ball	Wellington
Wayne Butson	Wellington
Andrew Johnson	Wellington (Licensed Independent Trustee)
Simon Kebbell	Tauranga
Andrew Kelly	Christchurch
Dion Young	Tauranga

The Trustee can be contacted at:

Phone: (04) 499 2066

Email: debby.green@rmtunion.org.nz

Address*:* Ports Retirement Trustee Limited
Attention – Ms Debby Green
Plan Secretary
Rail and Maritime Transport Union
Level 1, Tramways Building
1 Thorndon Quay
Wellington

The Trustee's directors, and contact address, may change from time to time. For more information about the directors and how they are appointed, see *Other Material Information* on Disclose.

Who else is involved?

Party	Name	Role
Union	The Rail and Maritime Transport Union Incorporated	Appoints up to 4 Trustee directors and provides (and is remunerated for) secretarial services.
Administration Manager	Melville Jessup Weaver	Performs on the Trustee's behalf all administration management functions.

As at the date of this Product Disclosure Statement, the managers of the funds into which Plan assets are directly invested are:

- AMP Capital Investors (New Zealand) Limited – cash and cash equivalents, NZ fixed interest, international listed property and international listed infrastructure;
- ANZ New Zealand Investments Limited – international fixed interest, Australian equities and international equities;

- Harbour Asset Management Limited – Australasian equities; and
- Nikko Asset Management New Zealand Limited – international fixed interest and alternative assets.

We may change our Administration Manager or an underlying fund manager at any time.

Section 8 – How to complain

We have an internal complaints process and will investigate any complaint promptly, thoroughly and fairly. You may complain by telephone, email or letter.

In the first instance please contact the Administration Manager, who will raise the concern or complaint with us if unable to resolve it.

Claire Shiels
Administration Manager
Ports Retirement Plan
c/– Melville Jessup Weaver Limited
Kiwi Wealth House
Level 7, 20 Ballance Street
PO Box 1096
Wellington 6140

Telephone: (04) 499 0277 or 0800 728 370
Email: claire.shiels@mjw.co.nz

If you then need to contact us, our contact details are:

Phone: (04) 473 8439

Email: debby.green@rmtunion.org.nz

Address: Ports Retirement Trustee Limited
Attention – Ms Debby Green
Plan Secretary
Rail and Maritime Transport Union
Level 1, Tramways Building
1 Thorndon Quay
Pipitea
Wellington

We also belong to an independent dispute resolution scheme operated by Financial Services Complaints Limited (**FSCL**). If you are not satisfied by our response to your complaint, or if your complaint has not been resolved within 40 working days from the date on which you made the complaint, then you may refer the matter to FSCL by emailing info@fscl.org.nz, calling FSCL on 0800 347 257 or writing to:

Financial Services Complaints Limited
4th Floor, 101 Lambton Quay
P O Box 5967, Lambton Quay
Wellington 6145

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz.

There is no cost to you to use the services of FSCL to investigate or resolve a complaint.

Section 9 – Where you can find more information

Further information about the Plan and Plan membership (including financial statements) is available on the offers and schemes registers at www.disclose-register.companiesoffice.govt.nz (search *Ports*).

Copies of the information on each register are available on request to the Registrar of Financial Service Providers.

Fund updates and other information about the Plan are also available at http://portsretirement.org.nz/ or on request from us (care of the Administration Manager – see page 21).

There is no charge to obtain a copy of any additional information.

Annual Report and Annual Benefit Statement
Each year, after the Plan's financial statements are completed and audited, we will send you:

- an Annual Report, and
- an Annual Benefit Statement (detailing your balance as at the last 31 March and the amount of each type of contribution paid for your benefit during the year).

Plan's website
The Plan's website, http://portsretirement.org.nz/, contains information and resources including copies of the latest Product Disclosure Statement and Annual Report, our Statement of Investment Policy and Objectives, Chairman's Newsletters and Investment Updates and copies of the latest Fund Updates.

You can get a Member Benefit Statement at any time by entering your member number and password and logging into the *Existing Member* section of the website.

Section 10 – How to apply

The application form to join the Plan is on the next page. Simply complete the form, attach the required identity verification and return both to your Participating Employer.

Ports Retirement Plan

Application form

To: 1) the Trustee of the Ports Retirement Plan (**Plan**)

2) my Employer

Full Names: Mr/Mrs/Ms/Miss ____

Surname First names (Please print)

Email address: ____

Mobile Number: ____

Date of birth _______________________

IRD Number ☐☐☐ ☐☐☐ ☐☐☐

Tick your Prescribed Investor Rate*: 28% ☐ or 17.5% ☐ or 10.5% ☐

If no option is selected then 28% applies.

*See the Product Disclosure Statement, pages 3 and 18.

1. I **apply** to join the Plan and I confirm that I have received a copy of the Product Disclosure Statement (PDS).
2. I **agree** to contribute at the rate of ___ **%** of my earnings (*please indicate 2%, 3%, 4%, 5% or 6%*).
3. I **elect** to contribute at the rate of a further ___ % of my earnings as an additional voluntary contribution (*complete if applicable*).
4. I **authorise** my Employer to deduct my elected contributions from my after-tax pay and pay them to the Trustee of the Plan.
5. I **nominate** the following as possible recipients of the lump sum death benefit:

Name	Relationship	% of benefit

   I understand that my nomination is given for the information of the Trustee only (and does not in any way affect or restrict any power or discretion of the Trustee to distribute any death benefit as it sees fit). I also understand that I can change my nomination at any time.

6. I am / am not (*please **delete one***) a current contributor to the National Provident Fund National Scheme or a current member of the National Provident Fund Standard Scheme for Local Authorities.
7. I **authorise** my Employer to disclose to the Trustee any personal information relating to me that may be necessary for the administration of my Plan benefits.
8. I **authorise** the Trustee to disclose to the Administration Manager, the insurer or any adviser to the Plan any personal information relating to me that may be necessary for the administration of my Plan benefits or otherwise for the purposes of the Plan and to obtain personal information about me from any of those sources.
9. I **agree** to be bound by the Plan's terms and conditions as set out in the PDS, the Plan-related information on the Disclose Register at www.disclose-register.companiesoffice.govt.nz and the provisions of the Plan's Trust Deed (as amended from time to time).
10. I **understand** that:

- the Trustee will collect, hold and use personal information in respect of me for the purposes of administering my Plan membership, administering the benefits payable under the Plan and otherwise in accordance with the Privacy Act 2020
- subject to certain Privacy Act limitations I may see any personal information relating to me and request a correction if I think any detail is wrong, and
- on request the Trustee will give me the name and address of any person or organisation that has received personal information about me from the Trustee.

Signature of Applicant:

________________________________ Date: ________________________________

Please attach a copy of your driver's licence (both sides) or of your passport (the identification pages) and return the completed form to your Employer.

Employer to Complete

Name of Employer ______________________________________

Date joined Employer ____________________________________

Weekly rate of basic pay at joining $ ________________________

Date joined Plan _______________________________________

Signature of Employer ___________________________________

Product Disclosure Statement 31 March 2021