



Limited Disclosure Document

For an offer of unsecured subordinated notes by
Kiwibank Limited

Dated 28 November 2025

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. Kiwibank Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013. You can also seek advice from a financial advice provider to help you to make an investment decision.



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1. Key information summary

What is this?

This is an offer of unsecured subordinated notes ("**Notes**"). The Notes are debt securities issued by Kiwibank Limited ("**Kiwibank**"). You give Kiwibank money, and in return Kiwibank promises to pay you interest and repay the money at the end of the term. If Kiwibank runs into financial trouble, you might lose some or all of the money you invested.

About the Kiwibank Group

The Kiwibank Group offers a range of personal banking services, including home lending, and business banking services. Kiwibank is the main operating company in the Kiwibank Group and is a registered bank under the Banking (Prudential Supervision) Act 1989 ("**BPS Act**").

The Notes are not protected deposits of Kiwibank for the purposes of the Deposit Takers Act 2023. The Notes are not guaranteed by any member of the Kiwibank Group, the Government or by any other person.

Information about Kiwibank, including Kiwibank's financial statements (consolidated for the Kiwibank Group) is published half-yearly in disclosure statements Kiwibank prepares under the BPS Act. Kiwibank's disclosure statements are available at www.kiwibank.co.nz/about-us/governance/legal-documents-and-information/legal-documents/.

Purpose of this Offer

The Offer will raise Tier 2 Capital to help Kiwibank meet its regulatory capital requirements and manage its capital position, including following the planned repayment of Kiwibank's existing unsecured subordinated notes quoted on the NZX Debt Market under the ticker code KWB010 ("**KWB010 Notes**"). The proceeds of the Offer will be used for Kiwibank's general corporate purposes.

Key terms of the Offer

Issuer	Kiwibank Limited.
Description of the debt securities	Unsecured subordinated notes.

Term	10 years and 3 months, ending on the Maturity Date (12 March 2036) if not repaid earlier.
Offer amount	Up to \$200 million (with the ability to accept oversubscriptions at Kiwibank's discretion).
Face Value and Issue Price	\$1.00 per Note.
Minimum subscription amount	\$5,000, and in multiples of \$1,000 after that.
Opening Date	1 December 2025.
Closing Time	11.00 a.m. on 5 December 2025.
Interest rate	The interest rate will be a fixed rate for a period of 5 years and 3 months, after which it will change to a floating rate that resets at quarterly intervals. The interest rate until the First Optional Redemption Date (12 March 2031) will be a fixed rate equal to the sum of the Swap Rate (a reference rate for a period of 5 years and 3 months) on the Rate Set Date (5 December 2025) plus the Margin. The interest rate after the First Optional Redemption Date will be a floating rate which will be reset quarterly to be equal to the sum of the applicable 3 Month Bank Bill Rate (a benchmark interest rate for a 3 month period) plus the same Margin. See Section 5.2 of this LDD (Interest).
Interest Payment Dates	Interest on your Notes is scheduled to be paid quarterly in arrear on each Scheduled Interest Payment Date and on the Maturity Date.

Interest payments are conditional	The payment of interest on each Scheduled Interest Payment Date is conditional on Kiwibank satisfying the Solvency Condition. See Section 5.2 of this LDD (Interest).
Unpaid interest accumulates	If interest is not paid on your Notes on a Scheduled Interest Payment Date because the Solvency Condition is not satisfied, the unpaid interest will remain owing and will itself bear interest. See Section 5.2 of this LDD (Interest).
Fees and charges	Kiwibank will not charge you brokerage or any other fees to apply or subscribe for the Notes. However, you may have to pay brokerage or other fees to the firm that gives you an allocation of the Notes.

No guarantee

Your Notes are not guaranteed by any member of the Kiwibank Group, the Government or by any other person. Kiwibank is solely responsible for repayment of your Notes.

How you can get your money out

Repayment of your Notes

Your Notes are a long term investment with a Term of 10 years and 3 months. Your Notes must be repaid by Kiwibank on the Maturity Date (12 March 2036). However, Kiwibank may repay all of your Notes early on an Optional Redemption Date, or at any time if a Tax Event or Regulatory Event has occurred.

Early repayment is subject to certain conditions being met (including the Solvency Condition being satisfied and Kiwibank obtaining the Reserve Bank's prior approval).

The First Optional Redemption Date is 12 March 2031 and subsequent Optional Redemption Dates will be on each quarterly Scheduled Interest Payment Date after that date.

See Section 5.3 of this LDD (Repayment of the Notes).

You do not have a right to require that your Notes be repaid early for any reason.

Sale on the NZX Debt Market

Kiwibank intends to quote these Notes on the NZX Debt Market. This means you may be able to sell them on the NZX Debt Market if there are interested buyers. If you sell your Notes, the price you get will vary depending on factors such as the financial condition of the Kiwibank Group, demand for the Notes, and movements in the market interest rates. You may receive less than the full amount that you paid for them.

How the Notes rank for repayment

In a liquidation of Kiwibank, each Note gives you the right to payment of an amount equal to the Face Value plus all accrued but unpaid interest. However, in a liquidation of Kiwibank it is unlikely that there will be surplus assets available for the liquidator to pay any amount to you in respect of your Notes.

Your right to payment of this amount will rank:

- behind the claims of all depositors, holders of unsubordinated debt securities and other creditors of Kiwibank, except for the claims and rights described below;
- equally with the claims of other Holders and holders of any other Tier 2 Capital instruments or other securities and obligations of Kiwibank that rank equally with your Notes; and
- ahead of the rights of Kiwibank's shareholders (including holders of preference shares) and holders of any other securities and obligations of Kiwibank that rank behind the Notes.

Section 5.7 of this LDD (Ranking) explains how the Notes rank in a liquidation of Kiwibank.

No security

The Notes are not secured against any asset of any member of the Kiwibank Group, the Government or any other person.

Key risks affecting this investment

Investments in debt securities have risks. A key risk is that Kiwibank does not meet its commitments to repay you or pay you interest (credit risk).

Section 6 of this LDD (Risks of investing) discusses the main factors that give rise to the risk. You should consider whether the credit risk of these debt securities is suitable for you.

The interest rate for these Notes should also reflect the degree of credit risk. In general, higher returns are demanded by investors from businesses with higher risk of defaulting on their commitments. You need to decide whether the Offer is fair.

Kiwibank considers that the most significant risk factors are:

- **Credit risk**, which is the risk of financial loss where a customer or counterparty fails to meet their contractual payment obligations. This risk may increase as a result of deteriorating economic conditions, external events, or climate change.
- **Liquidity risk**, which is the risk that Kiwibank cannot meet its financial and transactional cash-flow obligations as they fall due and the risk of loss of access to funding channels.
- **Operational risk**, which is the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This risk may arise from disruption to Kiwibank's information technology systems and applications, and disruption events such as extreme weather, natural disasters, pandemics or failures in people, processes or third parties that Kiwibank relies on.
- **Compliance risk**, which is the risk of legal or regulatory sanction resulting from failure to abide by the laws, regulations and industry standards that govern Kiwibank's business and operations. This includes new regulatory obligations introduced by the government or regulators. Any such failure may result in regulatory enforcement, proceedings brought by customers, and harm to Kiwibank's reputation, ability to do business and future prospects.
- **Strategic delivery risk**, which is the risk that Kiwibank fails to execute its chosen business plan or strategy effectively or in a timely manner. This may have an adverse impact on Kiwibank's business, financial results, access to funding and cost of funding, access to capital and competitive position.

If one or more of these risks eventuate, either individually or in combination, the financial position and performance of Kiwibank may be adversely affected which may in turn:

- adversely affect the market price and liquidity of your Notes; and/or
- result in Kiwibank not making a payment on your Notes.

This summary does not cover all of the risks of investing in the Notes. You should also read Section 5 (Key features of the Notes) and Section 6 (Risks of investing) of this LDD.

What is the Notes' credit rating?

A credit rating is an independent opinion of the capability and willingness of an entity to repay its debts (in other words, its creditworthiness). It is not a guarantee that the financial product being offered is a safe investment. A credit rating should be considered alongside all other relevant information when making an investment decision.

The Notes have been rated by Moody's Investors Service ("**Moody's**"). Moody's gives ratings from Aaa through to Ca, excluding ratings attached to entities in default. Moody's applies numerical modifiers 1, 2, and 3 to each rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its rating category, the modifier 2 indicates a mid-range ranking, and the modifier 3 indicates a ranking in the lower end of that rating category.

As at the date of this LDD, the Notes have a credit rating of Baa2 from Moody's.

Credit ratings for Moody's	Likelihood that the issuer may not meet its financial obligations when due
Aaa	Lowest
Aa	Very Low
A	Low
Baa	Moderate
The Notes Baa2	
Ba	Substantial
B	High
Caa	Very high
Ca	Likely in, or very near, default

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2. Key dates and Offer process

Opening Date	1 December 2025
Closing Time	11.00 a.m. on 5 December 2025
Rate Set Date	5 December 2025
Issue Date/allotment date	12 December 2025
Expected date of initial quotation and trading of the Notes on the NZX Debt Market	15 December 2025
First Scheduled Interest Payment Date	12 March 2026
Scheduled Interest Payment Dates	Each 12 March, 12 June, 12 September and 12 December during the Term
First Optional Redemption Date	12 March 2031
Maturity Date	12 March 2036

The Opening Date and the Closing Time may change. Kiwibank has the right in its absolute discretion to change the Opening Date and/or the Closing Time to be earlier or later. If Kiwibank changes the Opening Date and/or the Closing Time, the changes will be announced as soon as reasonably practicable by Kiwibank via NZX. If the Closing Time is changed, other key dates may be changed accordingly. The Interest Payment Dates are subject to the Business Day convention described in Section 5.5 of this LDD (Payments). Other dates may also be adjusted if they do not fall on a Business Day.

Kiwibank reserves the right to cancel the Offer and the issue of the Notes.

3. Terms of the Offer

3.1 Description of the Notes

The Notes	
Issuer	Kiwibank Limited.
Description	Unsecured subordinated notes.
Term	10 years and 3 months, ending on the Maturity Date (12 March 2036) if not repaid earlier.
Interest Rate	The interest rate will be a fixed rate for a period of 5 years and 3 months, after which it will change to a floating rate that resets at quarterly intervals. The interest rate until the First Optional Redemption Date (12 March 2031) will be a fixed rate equal to the sum of the Swap Rate (a reference rate for a period of 5 years and 3 months) on the Rate Set Date (5 December 2025) plus the Margin. The interest rate after the First Optional Redemption Date will be a floating rate which will be reset quarterly to be equal to the sum of the applicable 3 Month Bank Bill Rate (a benchmark interest rate for a 3 month period) plus the same Margin. See Section 5.2 of this LDD (Interest).
Interest Payment Dates	Interest on your Notes is scheduled to be paid quarterly in arrear on: • each Scheduled Interest Payment Date, being each 12 March, 12 June, 12 September and 12 December during the Term, commencing on 12 March 2026; and • the Maturity Date.
Interest payments are conditional	Prior to the Maturity Date or the liquidation of Kiwibank, the payment of interest on each Scheduled Interest Payment Date is conditional on Kiwibank satisfying the Solvency Condition. See Section 5.2 of this LDD (Interest).
Unpaid interest accumulates	If interest is not paid on a Scheduled Interest Payment Date because the Solvency Condition is not satisfied, the unpaid interest will remain owing and will itself bear interest. See Section 5.2 of this LDD (Interest).

The Notes	
Repayment	Your Notes must be repaid by Kiwibank on the Maturity Date (12 March 2036). However, Kiwibank may repay all (but not some) of your Notes earlier on an Optional Redemption Date or at any time if a Tax Event or Regulatory Event has occurred. Early repayment is subject to certain conditions being met (including Kiwibank satisfying the Solvency Condition and obtaining the Reserve Bank's prior approval). See Section 5.3 of this LDD (Repayment of the Notes). You have no right to require that your Notes be repaid early.
Ranking of the Notes	In a liquidation of Kiwibank the Notes rank as unsecured subordinated debt of Kiwibank, and your claim will rank behind depositors and other unsubordinated creditors of Kiwibank, but ahead of Kiwibank's shareholders and holders of any other securities and obligations of Kiwibank that rank behind the Notes. See Section 5.7 of this LDD (Ranking).

3.2 Description of the Offer

The Offer	
Offer amount	Up to \$200 million (with the ability to accept oversubscriptions at Kiwibank's discretion).
Opening Date, Closing Time and Issue Date	See Section 2 of this LDD (Key dates and Offer process).
Face Value and Issue Price	\$1.00.
Minimum subscription amount	\$5,000 and in multiples of \$1,000 after that.
How to apply	There is no public pool for the Notes. All Notes will be reserved for subscription by clients of the Joint Lead Managers and Primary Market Participants and other persons invited to join the Bookbuild. Application instructions are set out in Section 12 of this LDD (How to apply).
Fees and charges	Kiwibank will not charge you brokerage or any other fees to apply or subscribe for the Notes. However, you may have to pay brokerage or other fees to the firm that gives you an allocation of the Notes.

The Offer	
Allocation of Notes	Following the Bookbuild, Kiwibank will allocate the Notes to the successful Bookbuild participants. Those participants will in turn be solely responsible for allocating the Notes to individual investors. This means that Kiwibank has no direct role in determining the allocation that you receive from your financial advice provider.
Selling Restrictions	The Offer is subject to the Selling Restrictions contained in Section 10.1 of this LDD (Selling Restrictions). No action has been or will be taken by Kiwibank which would permit a public offering of the Notes, or possession or distribution of any offering material, in any country or jurisdiction where action for that purpose is required (other than New Zealand). By subscribing for Notes, you agree to comply with the Selling Restrictions and to indemnify Kiwibank, the Registrar, the Arranger and each Joint Lead Manager (and their respective directors, officers, employees and agents) in respect of any loss, cost, liability or expense sustained or incurred as a result of you breaching the Selling Restrictions contained in Section 10.1 of this LDD (Selling Restrictions and indemnity).
Governing law	The Notes, the Deed Poll and the Offer are governed by New Zealand law.

3.3 Trading your Notes on the NZX Debt Market

Kiwibank intends to have the Notes quoted on the NZX Debt Market. NZX ticker code KWB2T2 has been reserved for the Notes. NZX takes no responsibility for the content of this LDD. NZX is a licensed market operator and the NZX Debt Market is a licensed market under the Financial Markets Conduct Act 2013.

To be eligible to trade your Notes on the NZX Debt Market, you must have an account with a Primary Market Participant, a common shareholder number ("**CSN**") and an authorisation code. If you do not have an account with a Primary Market Participant, you should be aware that opening an account can take a number of days depending on the Primary Market Participant's new client procedures.

If you do not have a CSN, you will be automatically assigned one if you invest in the Notes. If you do not have an authorisation code, it is expected that you will be sent one by the Registrar. If you have an account with a Primary Market Participant and have not received an authorisation code by the date you want to trade your Notes, your Primary Market Participant can arrange to obtain your authorisation code from the Registrar. Your Primary Market Participant will be charged a fee for requesting your authorisation code from the Registrar and may pass this cost on to you.

You may only transfer your Notes in aggregate Face Value multiples of \$1,000, and after any transfer each of you and the transferee must each hold either Notes with an aggregate Face Value of no less than \$5,000, or no Notes.

You will likely have to pay brokerage or other fees on any transfer of Notes you make through a Primary Market Participant.

3.4 Deed Poll

The conditions of the Notes are set out in the Deed Poll. Holders are bound by, and are deemed to have notice of, the Deed Poll, including the conditions of the Notes. You may obtain a copy of the Deed Poll from the Disclose Register at www.disclose-register.companiesoffice.govt.nz/ (offer number OFR14035).

4. Purpose of the Offer

As a registered bank, Kiwibank is subject to Conditions of Registration. These Conditions of Registration require Kiwibank to comply with prudential requirements, including to maintain an adequate level of regulatory capital to provide a buffer to absorb losses from its activities. The Offer will raise Tier 2 Capital to help Kiwibank meet its regulatory capital requirements and manage its capital position, including following the planned repayment of Kiwibank's KWB010 Notes. Kiwibank has issued a notice of redemption to repay those notes on their optional redemption date of 11 December 2025. The proceeds of the Offer will be used for Kiwibank's general corporate purposes.

The use of the money raised under the Offer will not change depending on the total amount that is raised. The Offer is not underwritten.

See Section 9 of this LDD (Information about Kiwibank) for more information about Kiwibank's regulatory capital requirements and capital management.

5. Key features of the Notes

5.1 General

A number of the key features of the Notes are described in Section 3 of this LDD (Terms of the Offer). Other key features of the Notes and further detail about some of the key features described earlier in Section 3 of this LDD (Terms of the Offer) are described below.

5.2 Interest

This Section 5.2 contains further detail on when interest is payable, the interest rate and how interest payments are calculated.

Interest Payment Dates	Interest on your Notes is scheduled to be paid quarterly in arrear on each Scheduled Interest Payment Date and the Maturity Date (see Section 5.3 of this LDD (Repayment of the Notes)). The Interest Payment Dates are subject to the Business Day convention described in Section 5.5 of this LDD (Payments).
Interest payments are conditional	The payment of interest on each Scheduled Interest Payment Date is conditional on Kiwibank satisfying the Solvency Condition. The Solvency Condition will be satisfied if Kiwibank is Solvent at the time the payment is due and Kiwibank is able to pay the amount and still be Solvent immediately after paying the amount.

	The Solvency Condition does not apply to payments that are required to be made on the Maturity Date or if Kiwibank is in liquidation.
Unpaid interest accumulates	If interest is not paid on a Scheduled Interest Payment Date because the Solvency Condition is not satisfied, the unpaid interest will remain owing, will itself bear interest (at the same rate as the Notes), and will be payable on the earlier of the next day on which the Solvency Condition is satisfied and the date of repayment of your Notes.
Interest rate	The interest rate will be a fixed rate for a period of 5 years and 3 months, after which it will change to a floating rate that resets at quarterly intervals. The interest rate until the First Optional Redemption Date (12 March 2031) will be a fixed rate equal to the sum of the Swap Rate on the Rate Set Date (5 December 2025) plus the Margin. The interest rate after the First Optional Redemption Date (12 March 2031) will be a floating rate which will be reset quarterly to be equal to the sum of the applicable 3 Month Bank Bill Rate plus the same Margin. If the sum of the 3 Month Bank Bill Rate plus the Margin is less than 0% per annum, the interest rate will be deemed to be 0% per annum. Depending on market conditions, the floating rate could be less than the fixed rate and is likely to vary over time. The initial interest rate and the Margin will be determined by Kiwibank following the Bookbuild and announced by Kiwibank via NZX on or about the Rate Set Date.
Margin	The Margin is the percentage rate per annum determined by Kiwibank in consultation with the Joint Lead Managers following the Bookbuild. The Margin will be announced by Kiwibank via NZX on the Rate Set Date. The indicative Margin range will be determined and announced by Kiwibank on or about the Opening Date. The Margin may be above or below the indicative Margin range. The Margin for the Notes will not change.
Swap Rate	A swap rate is a reference rate commonly used in New Zealand by major financial institutions. The Swap Rate is a reference rate for a period of 5 years and 3 months. The Swap Rate will be determined by Kiwibank on the Rate Set Date (5 December 2025).
3 Month Bank Bill Rate	A bank bill rate is a benchmark interest rate commonly used in New Zealand by major financial institutions. The 3 Month Bank Bill Rate is a benchmark interest rate for a 3 month period. Bank bill rates change to reflect market conditions over time, so the 3 Month Bank

	Bill Rate will likely vary for each Interest Payment Date after the First Optional Redemption Date (12 March 2031). The 3 Month Bank Bill Rate that is applicable for an Interest Payment Date will be the 3 Month Bank Bill Rate as at the preceding Scheduled Interest Payment Date. Kiwibank is able to replace the 3 Month Bank Bill Rate with an alternative reference rate if the 3 Month Bank Bill Rate becomes unavailable.
Calculation of interest payments	The amount of interest payable on each Scheduled Interest Payment Date: • until (and including) the First Optional Redemption Date will be calculated on an annual basis and paid in equal quarterly instalments; or • after the First Optional Redemption Date, and on the Maturity Date, will be calculated based on the number of days in the relevant period and a 365-day year. Any other payment of interest on the Notes will be calculated based on: • prior to the First Optional Redemption Date, the proportion of the current Scheduled Interest Period that has passed up to (but excluding) the date for payment, and the amount of interest that would otherwise be payable for that Scheduled Interest Period; or • after the First Optional Redemption Date, the number of days since the previous Interest Payment Date (or the Issue Date, as applicable) until (but excluding) the date for payment of that interest, and a 365-day year.

5.3 Repayment of the Notes

Your Notes are a long term investment with a Term of 10 years and 3 months. However, Kiwibank may repay your Notes early in certain circumstances.

This Section 5.3 contains further detail on when Kiwibank may repay your Notes.

Maturity Date	Your Notes must be repaid by Kiwibank on the Maturity Date (12 March 2036) if not repaid earlier. The repayment of your Notes on the Maturity Date is not subject to the Solvency Condition.
When Kiwibank may choose to repay your Notes early	Kiwibank may, subject to the conditions described below, choose to repay all (but not some) of the Notes: • on an Optional Redemption Date; or • on any Business Day if a Tax Event or a Regulatory Event has occurred.



Optional Redemption Dates	The First Optional Redemption Date is 12 March 2031 and subsequent Optional Redemption Dates will be on each quarterly Scheduled Interest Payment Date after that date.
Tax Event	A Tax Event occurs if Kiwibank determines that: • there has been a change in New Zealand law, regulation or directive (including by way of the imposition of any New Zealand law, regulation or directive) that applies, or is to apply, after the Issue Date; • there has been a change in the interpretation or administration of any New Zealand law, regulation or directive by any authority (including the New Zealand Inland Revenue Department) that applies, or is to apply, after the Issue Date; or • Kiwibank is or will be required to comply with any change in New Zealand law, regulation or directive or changed interpretation or administration, that directly or indirectly affects the taxation treatment in relation to the Notes and that would result in more than a minimal increase in Kiwibank's costs in respect of the Notes, provided such event is not minor and could not reasonably have been anticipated by Kiwibank when the Notes were issued.
Regulatory Event	A Regulatory Event occurs if: • Kiwibank determines that: - there has been a change in New Zealand law, regulation or directive (including by way of the imposition of any New Zealand law, regulation or directive) that applies, or is to apply, after the Issue Date; - there has been a change in the interpretation or administration of any New Zealand law, regulation or directive by any authority (including the Reserve Bank) that applies, or is to apply, after the Issue Date; or - Kiwibank is or will be required to comply with any change in New Zealand law, regulation or directive or changed interpretation or administration, that adversely affects, or will adversely affect, Kiwibank in relation to its regulatory capital treatment of the Notes, provided such event is not minor and could not reasonably have been anticipated when the Notes were issued; or • Kiwibank determines that, as a result of the occurrence of an event or circumstance that is not minor and could not reasonably have been anticipated as at the Issue Date, that some or all of the Notes are not or will not be Tier 2 Capital Instruments. For the avoidance of doubt, and in line with Reserve Bank guidance, Kiwibank does not consider the 2025 Capital Review to constitute a reasonably anticipated change to the regulatory capital

	treatment of the Notes for the purposes of this “Regulatory Event” definition. See also Section 9.2.1 of this LDD (Types of regulatory capital).
Conditions to Kiwibank repaying your Notes early	Kiwibank may only choose to repay the Notes early if certain circumstances are met, including: - the Reserve Bank having given its prior written approval to the repayment of the Notes; and - Kiwibank satisfying the Solvency Condition. The Solvency Condition will be satisfied if Kiwibank is Solvent at the time the payment is due and Kiwibank is able to pay the amount and still be Solvent immediately after paying that amount. The Solvency Condition does not apply to the repayment of your Notes on the Maturity Date or if Kiwibank is in liquidation.
Notice of early repayment	If Kiwibank elects to repay the Notes early, it must give you at least 15 Business Days' notice.
Amount that is payable to you if your Notes are repaid	You will receive the Face Value of the Notes plus all accrued but unpaid interest on the Notes when your Notes are repaid on the Maturity Date or if your Notes are repaid early for any reason.
No certainty that Kiwibank will choose to repay the Notes early or be able to satisfy the early repayment conditions	Kiwibank is under no obligation to repay the Notes early. There is no certainty that Kiwibank will choose to repay the Notes: - on the First Optional Redemption Date or any Scheduled Interest Payment Date after that date; or - if a Tax Event or Regulatory Event has occurred, or that Kiwibank will be able to satisfy the conditions that apply to early repayment. In particular, there is no certainty that the Reserve Bank would give its approval to an early repayment.
Holders cannot choose to have the Notes repaid early	You have no right to require that your Notes be repaid early for any reason.

5.4 Events of default

The Notes have very limited events of default and your rights are limited if an event of default occurs, as described below.

Events of Default	Consequences
Payment default An event of default will occur if: Kiwibank does not pay any Face Value due in respect of the Notes within 7 days of its due date; or	If a payment default occurs, you may only bring proceedings: to recover any amount then due and payable but unpaid on your Notes (subject to satisfaction of the Solvency Condition if

Kiwibank does not pay any interest due in respect of the Notes within 15 days of its due date. To the extent that a payment on the Notes is not required to be made because the Solvency Condition is not satisfied, the amount is not due and payable and a payment default cannot occur.	the payment of the unpaid amount was subject to the Solvency Condition); - to obtain an order for specific performance of any other obligation in respect of your Notes; or - for the liquidation of Kiwibank. The outcome of any proceedings brought before a court may be uncertain, and a court may decide not to grant the remedies sought.
Commencement of liquidation An event of default will occur on the commencement of liquidation of Kiwibank.	In addition to the consequences listed above, in the case of the commencement of liquidation of Kiwibank, the Face Value of each Note and any accrued but unpaid interest on the Notes will immediately become due and payable, and you may claim in the liquidation for that amount. In this circumstance, your claim will be subordinated as described in Section 5.7 of this LDD (Ranking), and it is unlikely that you will receive payment of any amount owing on your Notes.

5.5 Payments

The following provisions will apply to payments on the Notes.

Business Day convention	If an Interest Payment Date on or before the First Optional Redemption Date is not a Business Day, Kiwibank will make payment on the next Business Day, but no adjustment will be made to the amount of the interest payable as a result of the delay in payment. If an Interest Payment Date after the First Optional Redemption Date is not a Business Day, the Interest Payment Date will be the next Business Day, unless that day falls in the next calendar month, in which case it will be the preceding Business Day, and, in either case, the amount of the distribution paid will be adjusted to reflect the actual payment date.
Entitlement to payments / Record Date	Interest payments on the Notes will be made to the persons who are the Holders as at the close of business on the 10th day before the relevant Interest Payment Date (whether or not the relevant Interest Payment Date is a Business Day) or, if that day is not a Business Day, the immediately preceding Business Day or such other date as may be required by NZX ("Record Date").

	Any other payments on the Notes will be made to the persons who are the Holders as at the close of business on the date determined by Kiwibank and notified to Holders or as may be required by NZX.
No set-off by Holders	You have no right to set-off any amounts that may be payable to you by Kiwibank in connection with the Notes against any amounts that you owe to Kiwibank (whether in connection with the Notes or otherwise).
Tax indemnity	If tax is not correctly deducted from a payment to you or if Kiwibank is required to pay an amount of tax on your behalf (for example, because you did not correctly notify details about your tax residence), then you indemnify Kiwibank in respect of that tax liability, which may be recovered from you or withheld from future payments to you.

5.6 Amendment to the Deed Poll

The conditions of the Notes (as set out in the Deed Poll) may be amended in certain circumstances, as described below.

Amendments without Holders' consent	The conditions of the Notes may be amended without your consent if, in Kiwibank's opinion, the amendment: • is of a formal, minor or technical nature; • is made to cure an ambiguity or correct a manifest error; • is necessary or expedient for the purpose of enabling the Notes to be quoted or to remain quoted on a stock exchange or to be lodged or to remain lodged in a clearing system or to be offered for sale or for subscription under the laws for the time being in force in any place; • is necessary or expedient for the purpose of complying with any law, the provisions of any statute, the requirements of any statutory authority, the NZX Listing Rules or the listing or quotation requirements of any securities exchange on which Kiwibank may propose to seek a listing or quotation of the Notes; • is reasonably necessary if the 3 Month Bank Bill Rate is replaced by an alternative reference rate; or • will not materially adversely affect the interests of Holders as a whole.
Amendments with approval of special resolution	The conditions of the Notes may also be amended with the approval of a special resolution of Holders. A "special resolution" means a resolution passed at a meeting of Holders, properly convened and held in accordance with the Deed Poll, at which not less than 75% of the votes given on a poll voted in favour of the

	resolution or a resolution in writing signed by Holders holding or representing (in aggregate) not less than 75% in Face Value of the Notes.
Requirement to notify the Reserve Bank	No amendment can be made to the conditions of the Notes unless, at least 5 Business Days prior to the amendment being made, notification of the amendment has been made to the Reserve Bank by Kiwibank.
Amendments are binding on all Holders	Amendments made in accordance with the conditions of the Notes are binding on you even if you did not agree to them.

5.7 Ranking

Your Notes are unsecured subordinated debt securities issued by Kiwibank. In a liquidation of Kiwibank, each Note gives you the right to payment of an amount equal to the Face Value plus accrued but unpaid interest. In a liquidation of Kiwibank it is unlikely that there will be surplus assets available for the liquidator to pay any amount to you in respect of your Notes.

Your right to payment of an amount will rank:

- behind the claims of all depositors, holders of unsubordinated debt securities and other creditors of Kiwibank, except for the claims and rights described below;
- equally with the claims of other Holders and holders of any other Tier 2 Capital instruments or other securities and obligations of Kiwibank that rank equally with your Notes; and
- ahead of the rights of Kiwibank's shareholders (including holders of perpetual preference shares) and holders of any other securities and obligations of Kiwibank that rank behind the Notes.

The following diagram shows how Kiwibank's liabilities (including the Notes) and equity rank in a liquidation of Kiwibank. The diagram does not describe every type of liability or equity that Kiwibank may have while the Notes are outstanding.

	Ranking in a liquidation of Kiwibank	Description	Examples	Indicative amount of existing liabilities and equity of Kiwibank as at 30 June 2025 (\$m)
Higher ranking ↑ ↓ Lower ranking	Liabilities that rank in priority to the Notes	Secured debt and creditors preferred by law	Secured liabilities	1,508
			Liabilities given preference by law including employee entitlements and certain taxes	93
		Unsubordinated unsecured debt	Depositors and other unsubordinated creditors	41,164
	Liabilities that rank equally with the Notes (including the Notes)	Subordinated debt	The Notes	200
			Kiwibank subordinated notes issued in December 2020 and May 2023	477
	Liabilities and preferred equity that rank below the Notes	Perpetual subordinated debt, preference shares and other equally ranked instruments	Kiwibank perpetual preference shares issued in November 2021 and October 2024	517
	Equity	Equity (other than preferred equity)	Ordinary shares, reserves and retained earnings	2,562

Basis of preparation of table

Amounts in the table above (except for the estimated amount of the Notes) are indicative amounts derived from Kiwibank's unaudited management accounts prepared as at 30 June 2025. The actual amounts of liabilities and equity of Kiwibank at the point of its liquidation would be different to the indicative amounts set out in the diagram above.

The table has been adjusted to include the issue of the Notes, based on an estimated issue size of \$200 million. This adjustment does not affect the other amounts listed in the table.

The table includes \$275 million of KWB010 Notes issued in December 2020 that rank equally with the Notes. Kiwibank has issued a notice of redemption to repay those notes on their optional redemption date of 11 December 2025.

Amounts shown are presented in millions of New Zealand dollars and may be subject to rounding adjustments.

Secured liabilities include:

- \$1,156 million (New Zealand dollar equivalent) of covered bonds issued by Kiwibank and guaranteed by Kiwi Covered Bond Trustee Limited as trustee of the Kiwi Covered Bond Trust. Covered bonds are an unsecured claim on Kiwibank but are secured over housing loan assets sold by Kiwibank to Kiwi Covered Bond Trustee Limited. Despite these loans being sold by Kiwibank, they still appear in Kiwibank's financial statements and management accounts but would not be available to creditors of Kiwibank or Holders in a liquidation of Kiwibank.
- \$352 million of liabilities to the Reserve Bank under repurchase arrangements relating to the Reserve Bank's Term Lending Facility and Funding for Lending Programme. Under these arrangements Kiwibank has sold residential mortgage-backed securities to the Reserve Bank for cash and has a liability to repurchase them for a repurchase cash amount. The housing loans underlying those residential mortgage-backed securities are still recognised as assets in the financial statements and management accounts of Kiwibank, despite being sold by Kiwibank, but would not be available to creditors of Kiwibank or Holders in a liquidation of Kiwibank.

No restrictions on issuing further securities or incurring further liabilities

There are no restrictions on Kiwibank issuing further securities or incurring further liabilities after the date of this LDD that rank equally with, or in priority to, the Notes in a liquidation of Kiwibank.

Kiwibank could therefore, at any time after the date of this LDD, issue further securities or incur further liabilities that rank equally with or in priority to the Notes.

6. Risks of investing

6.1 Introduction

This Section 6 describes the following potential risks associated with an investment in the Notes:

- general risks of investing in the Notes;
- significant specific risks relating to Kiwibank's creditworthiness; and
- other specific risks associated with the Notes.

The selection of risks relating to Kiwibank's creditworthiness has been based on an assessment of a combination of the probability of a risk occurring and the impact of the risk if it did occur. There is no guarantee or assurance that after the date of this LDD the significance of different risks will not change or that other risks will not arise over time.

You should carefully consider these risk factors (together with the other information in this LDD) before deciding to invest in the Notes.

This Section 6 does not cover all of the risks of investing in the Notes.

The statement of risks in this Section 6 does not take account of your personal circumstances, financial position or investment requirements. Before making any investment decision, you should consider the suitability of an investment in the Notes in light of your individual risk profile for investments, investment objectives and personal circumstances (including financial and taxation issues) and consult your financial advice provider.

6.2 General risks

An investment in the Notes is subject to the following general risks:

The risk that Kiwibank encounters financial difficulty which has an adverse effect on your investment

If Kiwibank encounters financial difficulty, this may in turn:

- adversely affect the market price and liquidity of the Notes; and/or
- result in Kiwibank not making a payment on your Notes.

If Kiwibank becomes insolvent and is placed in liquidation, it is likely that you will lose all of your investment.

Market risks associated with the Notes

The market price of the Notes may fluctuate up or down and the Notes may trade below their Face Value

The market price of the Notes on the NZX Debt Market may fluctuate due to various factors. The Notes may trade at a market price below their Face Value, and the market price of the Notes may be more sensitive to changes in factors such as economic conditions, liquidity and risk tolerances than that of other securities issued by Kiwibank or other issuers. This means that you would lose some of the money you invested if you were to sell your Notes at a time when the market price of the Notes was lower than the Face Value.

The liquidity of the Notes may be low

The market for the Notes may not be liquid and may be less liquid than that of other securities issued by Kiwibank or other issuers. If liquidity is low, there is a risk that if you wish to sell your Notes, you may not be able to do so at an acceptable price, or at all.

6.3 Specific risks relating to Kiwibank's creditworthiness

Kiwibank is exposed to risks that may affect its business and, as a result, its financial performance and creditworthiness over time.

Described below are the circumstances that Kiwibank is aware of that exist or could arise that significantly increase the risk that payments will not be made on the Notes. The assessment of these circumstances is based on Kiwibank's business as at the date of this LDD. If the nature or scope of this business changes, other circumstances or events could give rise to this risk.

Kiwibank expects some of these risks to arise in the normal course of its business. When they do, this can lead to a loss, an increase in costs or a reduction in revenues. Kiwibank uses an enterprise risk management framework and risk appetite statements to closely manage and escalate the reporting of these risks and in the normal course of business these risks are not expected to have a material adverse impact on Kiwibank.

However, unexpected circumstances can also arise, such as unexpected events affecting the economy, widespread defaults in a particular sector, financial markets ceasing to function properly, disruptions to information technology systems, or if major projects at Kiwibank are significantly delayed or not completed. The occurrence of any such circumstance may make the risks more difficult to manage and the impact on Kiwibank can be more severe.

A failure to manage these risks over a sustained period could mean that Kiwibank is not able to make payments on the Notes. In addition, a deterioration in the financial performance and creditworthiness of Kiwibank may adversely affect its credit ratings and/or the market price of the Notes.

Credit risk

Credit risk is the risk of financial loss where a customer or counterparty fails to meet their contractual payment obligations. Kiwibank's credit risks arise from lending to customers and exposures to counterparties arising out of its treasury, financial market, international trade and underwriting activities. These risks can increase due to ineffective lending practices (including high concentration of credit in specific segments) and can be affected by external factors.

These credit risks can impact Kiwibank through actual credit losses when a customer or counterparty fails to meet their payment obligations. It can also result in increases in the provision for expected credit losses due to changes in credit quality of the customer or counterparty.

Increased credit risk arising from external factors

Factors such as:

- deteriorating economic conditions, including higher inflation, interest rates and unemployment and declining property market valuations; and
- external events like extreme weather, natural disasters, pandemics and geopolitical events,

can impact the ability of customers and counterparties to meet their payment obligations and the value of property used as security. This may result in an increase in credit losses.

Climate-related credit risk

Credit risk may arise because of climate change, including physical climate-related events (such as rising sea levels or a storm surge, flood, fire or drought) or the transition to a low-carbon, climate resilient economy. Specifically, credit risk from climate change can arise through:

- impairment due to customers being impacted by increasingly frequent and intense physical climate impacts, and/or unfolding transitional impacts (like carbon pricing, new regulations, customer preferences, technology and market changes); and
- the value of property provided as security being affected by physical or transitional climate impacts (including through direct damage, security owners being unable to afford repairs, reduced insurance availability and/or changing market perceptions).

Liquidity risk

Liquidity risk is the risk that Kiwibank cannot meet its financial and transactional cash-flow obligations as they fall due and the risk of loss of access to funding channels.

Risks relating to Kiwibank's ability to access funding and its ability to meet liquidity needs

Kiwibank accesses domestic and global debt capital markets to fund its business, together with customer deposits. Amounts Kiwibank owes under its borrowing activities will be due at different times to amounts it receives under its lending activities. This mismatch gives rise to liquidity risk.

Disruptions, uncertainty or volatility in any debt capital markets or in customers' deposit behaviour (including as a result of a loss of confidence in bank deposits generally or Kiwibank in particular) may adversely affect Kiwibank's funding and liquidity position, increase the cost of funding, limit Kiwibank's ability to replace maturing liabilities in a timely manner or maintain a high-quality portfolio of liquid assets. Kiwibank's ability to raise funding may be adversely affected if its credit ratings deteriorate, due to matters either within or outside its control.

Operational risk

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people, systems or from external events, including those related to Kiwibank's information technology systems and applications.



Operational risk is inherent in Kiwibank's activities due to the range of products and services provided to customers. Inadequate practices to identify and assess operational risk could lead to non-compliance (including fines/penalties and/or regulatory scrutiny), financial losses, reputational damage and poor customer outcomes. This includes the heightened risk of failure of processes and systems during transformational change to those processes and systems.

Risks relating to Kiwibank's information technology systems

Most of Kiwibank's operations depend on technology. The reliability, resilience and security of Kiwibank's information technology systems and infrastructure are essential to the effective operation of its business.

Kiwibank's information technology systems and infrastructure could potentially be disrupted for reasons including technical failure, third party failure and human error. Kiwibank also faces external threats, such as cyber-attacks or other criminal activity, which may impact technology systems and operations. The growing sophistication and activities of organised crime have resulted in increased information security risks for banks including Kiwibank.

Any disruption to Kiwibank's information technology systems may result in business interruption, data loss or corruption, the loss of customers, reputational damage and the weakening of Kiwibank's competitive position, all of which could have an adverse impact on Kiwibank's financial performance and position.

Disruption events may adversely impact Kiwibank's operations

Kiwibank is exposed to business disruption risk events such as extreme weather, natural disasters, pandemics or failures in people, processes or third parties that Kiwibank relies on. Business disruption could impact Kiwibank's delivery of products and services through branch sites and sites of significant operations or infrastructure. The risks of these events increase as climate change risks increase.

Compliance risk

Compliance risk is the risk of legal or regulatory sanction resulting from failure to abide by the laws, regulations and industry standards that govern Kiwibank's business and operations. This includes new regulatory obligations introduced by the government or regulators.

Risks relating to the extensive regulation of Kiwibank

Kiwibank's banking activities are subject to extensive regulation.

Kiwibank is unable to predict the nature of future regulatory change and its impact on Kiwibank. Implementing changes to meet new or amended regulations could result in additional cost. Further changes to regulations, including those affecting Kiwibank's required levels of capital, the size and composition of Kiwibank's liquid asset portfolio and/or the fees which Kiwibank can charge on the financial services it provides could have an adverse impact on Kiwibank's financial results or operations.

Failure to comply with laws, regulations or codes of practice (including in relation to consumer lending, money laundering, terrorist financing and sanctions) could result in regulatory enforcement actions, fines, penalties and proceedings brought by customers (including class actions). Such activities could cause loss for Kiwibank, adversely affect Kiwibank's regulatory or licensing status, or harm its



reputation among customers and investors in the marketplace, and cause harm to Kiwibank's ability to do business and future prospects.

Strategic delivery risk

Kiwibank is making significant changes to the way it carries on business to reduce risks, improve customer experience and make the bank more resilient and adaptable. This will impact Kiwibank systems, processes, and people. Making these changes over the short-to-medium term depends on the successful management and implementation of a significant amount of work. This includes enhancing Kiwibank's information systems and technology and transforming customer service delivery. The required changes are ongoing and complex, and are being implemented progressively. If these changes take longer or cost more than planned, this could have an adverse impact on Kiwibank's business, financial results, access to funding and cost of funding, access to capital and competitive position.

6.4 Risks associated with your Notes specifically

In a liquidation of Kiwibank, it is unlikely that you will receive payment of any amount owing on your Notes

The Notes are subordinated. In a liquidation of Kiwibank, your right to payment of an amount equal to the Face Value plus all accrued but unpaid interest will rank behind depositors and other unsubordinated creditors of Kiwibank. It is unlikely that there will be surplus assets available for the liquidator to pay any amount to you in respect of your Notes. See Section 5.7 of this LDD (Ranking).

You have no rights against Kiwibank if interest is not paid because the Solvency Condition is not satisfied on the payment date

Kiwibank's obligation to pay interest on your Notes on a Scheduled Interest Payment Date is conditional on Kiwibank satisfying the Solvency Condition. If Kiwibank does not pay interest on a Scheduled Interest Payment Date because the Solvency Condition is not satisfied, it will not constitute a default by Kiwibank and you will have no right to take action against Kiwibank or any other person in respect of that non-payment. See Section 5.2 of this LDD (Interest).

The interest rate may fall and could go down to 0% per annum

The interest rate will be a fixed rate for a period of 5 years and 3 months, after which it will be a floating rate which will be reset quarterly to be equal to the sum of the applicable 3 Month Bank Bill Rate plus the Margin. The 3 Month Bank Bill Rate changes to reflect market conditions over time, so will likely vary for each Interest Payment Date.

Depending on market conditions, the floating rate could be less than the fixed rate.

The 3 Month Bank Bill Rate may go down, including below 0% per annum. If the sum of the 3 Month Bank Bill Rate plus the Margin is less than 0% per annum, the floating rate will be deemed to be 0% per annum. See Section 5.2 of this LDD (Interest).

You have no right to require early repayment of your Notes and Kiwibank might not repay your Notes early

The Notes are a long term investment with a Term of 10 years and 3 months. You have no right to require that your Notes be repaid early. Kiwibank is under no obligation to repay the Notes early. There is no certainty that:

- Kiwibank will choose to repay the Notes early on an Optional Redemption Date or if a Tax Event or Regulatory Event has occurred;
- if requested by Kiwibank, the Reserve Bank would give its approval to early repayment of the Notes; or
- Kiwibank will be able to satisfy the other conditions that apply to early repayment.

Unless the Notes are repaid early by Kiwibank, to realise your investment before the Maturity Date you will need to sell your Notes on the NZX Debt Market at the prevailing market price. You may not be able to sell your Notes, and even if you can, you may receive less than the Face Value. See Section 5.3 of this LDD (Repayment of the Notes).

Kiwibank may repay your Notes early in certain circumstances

In certain circumstances, Kiwibank can repay your Notes early (see Section 5.3 of this LDD (Repayment of the Notes)). You may be disadvantaged if the Notes are repaid early. For instance, if the Notes are repaid early you may not be able to reinvest the proceeds at a comparable return. See Section 5.3 of this LDD (Repayment of the Notes).

Kiwibank's regulatory requirements may change

As a registered bank Kiwibank is subject to regulatory requirements, including Conditions of Registration imposed by the Reserve Bank. The regulatory requirements that apply to Kiwibank may change from time to time and you may be disadvantaged by the changes. For instance, the Reserve Bank restricted banks from redeeming any capital instruments (such as the Notes) for a period during the COVID-19 pandemic and is currently considering potential future changes to capital instruments in the 2025 Capital Review (see Section 9.2.1 of this LDD (Types of regulatory capital)). The Reserve Bank is also further considering the potential role for statutory bail-in powers in New Zealand and is expected to report back to the Minister of Finance shortly. If statutory bail-in powers were to be enacted in New Zealand, they could apply to write-down or otherwise diminish the value of certain capital and other liabilities of Kiwibank in a resolution, although the Government has previously indicated a view that statutory bail-in should not apply to debt instruments issued before such powers are enacted (such as the Notes) unless their terms are renewed. As a holder of capital instruments (such as the Notes) you may be disadvantaged by any statutory bail-in imposed in the future (in the event it is applied retrospectively), and the use of other resolution powers by the Reserve Bank.

7. Tax

The returns on the Notes will be affected by taxes. The information set out in this Section 7 of this LDD is based on New Zealand law in force at the date of this LDD, does not constitute tax advice to any Holder, is general in nature and is limited to New Zealand taxation only.

Holders that are New Zealand tax residents, or are non-residents that are engaged in business in New Zealand through a fixed establishment in New Zealand and either (1) hold the Notes for the purpose of that business or (2) are a registered bank in New Zealand and are not associated with Kiwibank ("**New Zealand Holders**"), will have resident withholding tax ("**RWT**") deducted from the interest (including amounts deemed to be interest for New Zealand withholding tax purposes) that is payable under the Notes, unless the Holder has provided the Registrar with appropriate evidence that the Holder has RWT-exempt status no later than 5 Business Days before the relevant payment date.

If a Holder is subject to the deduction of RWT, that Holder should provide the Registrar with the Holder's IRD number and applicable RWT rate. If the Holder does not provide the Holder's IRD

number, RWT will be deducted at the non-declaration rate of 45%. If a Holder provides the Holder's IRD number, but not the Holder's applicable RWT rate, RWT will be deducted at the default rate of 33% (or 28% if the Holder is a company that is not a Māori authority).

There may be other tax consequences from acquiring or disposing of the Notes, and from the redemption or maturity of the Notes.

If you have any questions regarding the tax consequences of investing in the Notes you should seek advice from a tax adviser.

8. Tax consequences for overseas Holders

The information in this Section 8 is based on New Zealand law in force at the date of this LDD, does not constitute tax advice to any Holder, is general in nature and is limited to New Zealand taxation only.

If a Holder is not a New Zealand Holder, approved issuer levy ("**AIL**") will be deducted from interest (including amounts deemed to be interest for New Zealand withholding tax purposes) paid to the Holder in lieu of deducting non-resident withholding tax ("**NRWT**") (unless the Holder elects for NRWT to be deducted or the payment of AIL is not effective to reduce the applicable rate of NRWT to 0%). If NRWT is deducted, Kiwibank will not pay any additional amount in respect thereof.

If Kiwibank applies the AIL regime as described above, Kiwibank will apply a zero rate of AIL, if possible. Otherwise, an amount on account of AIL will be deducted at the standard rate of 2% from the interest payment and Kiwibank will not pay any additional amount in respect thereof.

Where a Holder who is not a New Zealand Holder holds the Notes jointly with a person who is a New Zealand tax resident, NRWT must be deducted from interest paid to the non-resident at the applicable rate of RWT. Payment of AIL does not allow a zero per cent rate of NRWT in this case. Further, if a non-resident Holder is entitled to relief from New Zealand tax on the non-resident's interest income under a double tax agreement, the non-resident must separately apply to Inland Revenue for that relief by filing a return, as double tax agreement relief does not apply at source in this scenario.

Overseas Holders may have other tax implications in New Zealand or in their own jurisdiction and should seek independent advice from a tax adviser.

9. Information about Kiwibank

9.1 Kiwibank's business

The Kiwibank Group offers a range of personal banking services, including home lending, and business banking services. Further information about Kiwibank's business is contained in half-yearly disclosure statements Kiwibank prepares under the BPS Act. Kiwibank's disclosure statements are available at www.kiwibank.co.nz/about-us/governance/legal-documents-and-information/legal-documents/. Further information about Kiwibank's business is contained in the investor presentation for the Offer, which is available on the Disclose Register at www.disclose-register.companiesoffice.govt.nz/ (offer number OFR14035).

9.2 Kiwibank's regulatory capital requirements

The Notes will count as Tier 2 Capital for Kiwibank under the Reserve Bank's banking prudential requirements. Those requirements include capital adequacy requirements that banks must comply with under their conditions of registration as a bank. These requirements are intended to ensure that

a bank maintains an adequate level of capital that is available to absorb losses from the bank's activities before depositors and other senior creditors are affected. The Reserve Bank's approach to assessing capital adequacy focuses on the risk associated with a bank's credit exposures, market and operational risks and the quality and quantity of a bank's capital.

9.2.1 Types of regulatory capital

The Reserve Bank classifies a bank's regulatory capital into different categories. These are referred to as Tier 1 Capital (consisting of Common Equity Tier 1 Capital and Additional Tier 1 Capital) and Tier 2 Capital.

The Reserve Bank released new capital adequacy requirements in 2021 which significantly increase the regulatory capital requirements applying to New Zealand banks (the “**Existing Capital Reforms**”).

In August 2025 the Reserve Bank published a consultation (the “**2025 Capital Review**”) on certain potential changes to the 2021 Capital Reforms, including proposals to remove Additional Tier 1 Capital, change minimum capital ratios and amend various standardised risk weight settings.¹

The following table sets out the different categories of regulatory capital, the minimum capital ratios that Kiwibank must maintain, and the prudential capital buffer above the minimum capital ratios that Kiwibank must maintain to avoid restrictions on distributions (among other things), in each case, as at the date of this LDD. The table also sets out:

- A) the future requirements, following progressive increases in regulatory capital ratios, if the Reserve Bank's Existing Capital Reforms are fully implemented in July 2028. These regulatory capital ratios are set to increase progressively over this period, subject to the 2025 Capital Review; and
- B) the proposed requirements under the 2025 Capital Review. These proposals are subject to further consideration and potential change before adoption (if adopted at all), and the timing of their implementation is uncertain.

¹ The 2025 Capital Review also includes proposals to potentially require Group 1 deposit takers (the four largest banks in New Zealand) to issue Tier 2 Capital internally and include additional 'loss absorbing capacity' features. The 2025 Capital Review does not propose any changes to the requirements in respect of the form of Tier 2 Capital issued by Group 2 deposit takers (such as Kiwibank), although the Reserve Bank has indicated it may revisit this at a later stage including as part of the implementation of its crisis management framework and development of resolution plans. For the avoidance of doubt, and in line with Reserve Bank guidance, as the 2025 Capital Review does not include any clearly defined policy intent or clear intention to implement changes Kiwibank does not consider it to constitute a reasonably anticipated change to the regulatory capital treatment of the Notes for the purposes of the definition of “Regulatory Event” (See Section 5.3 of this LDD (Repayment of the Notes)).

Capital type	Description	Reserve Bank's required ratio of capital to risk weighted assets ²		
		The date of this LDD ³	A) Existing Capital Reforms if fully implemented in July 2028 ⁴	B) 2025 Capital Review proposed requirements if adopted in their current form ⁵
Tier 1 Capital	Tier 1 Capital is made up of CET1 Capital and (where applicable) Additional Tier 1 Capital.	A minimum of 10.5%, including a prudential capital buffer of 3.5%	A minimum of 14%, including a prudential capital buffer of 7%	A minimum of 11%, including a prudential capital buffer of 5%
Common Equity Tier 1 ("CET1") Capital	CET1 Capital is the highest quality form of capital and is freely available to absorb losses. CET1 Capital includes ordinary share capital, retained earnings, and certain accounting reserves. Some amounts (e.g. the value of intangible assets) must be deducted to determine the final value of CET1 Capital.	A minimum of 8%, including a prudential capital buffer of 3.5%	A minimum of 11.5%, including a prudential capital buffer of 7%	A minimum of 11%, including a prudential capital buffer of 5%
Additional Tier 1 Capital	Additional Tier 1 Capital is a lower quality form of capital than CET1 Capital, but is still freely available to absorb losses. Additional Tier 1 Capital includes perpetual preference shares. In the 2025 Capital Review the Reserve Bank has proposed that Additional Tier 1 Capital would be removed (subject to transitional arrangements that are also the subject of consultation).	Up to 2.5%	Up to 2.5%	Not applicable
Tier 2 Capital	Tier 2 Capital is a lower quality form of capital than Tier 1 Capital, but is available to absorb losses in a liquidation. Tier 2 Capital includes subordinated instruments like the Notes.	Up to 2%	Up to 2%	Up to 3%
Total Capital	The sum of Tier 1 Capital and Tier 2 Capital.	A minimum of 12.5%, including a prudential capital buffer of 3.5%	A minimum of 16%, including a prudential capital buffer of 7%	A minimum of 14%, including a prudential capital buffer of 5%

9.2.2 Loss absorbing features of the Notes

In general terms, a capital instrument is available to absorb losses if the holder of the instrument has no, or only very limited, ability to require that payments are made on the instrument.

² These ratios include the minimum capital ratios that banks must maintain and the prudential capital buffer above the minimum capital ratios that banks must maintain to avoid restrictions on distributions (among other things).

³ These are the ratios that apply to non-systemically important New Zealand banks, including Kiwibank, as at the date of this LDD.

⁴ These are the ratios that would apply to non-systemically important New Zealand banks, including Kiwibank, from 1 July 2028 if the Existing Capital Reforms are fully implemented.

⁵ These are the ratios that the Reserve Bank has proposed under the 2025 Capital Review and would apply to Group 2 deposit takers (such as Kiwibank). These proposals are subject to further consideration and potential change before adoption (if adopted at all), and the timing of their implementation is uncertain.

The Notes will count as Tier 2 Capital, and the conditions of the Notes include loss absorbing features. For example:

- prior to the Maturity Date (12 March 2036) or the liquidation of Kiwibank, the payment of interest on your Notes is conditional on Kiwibank satisfying the Solvency Condition;
- you have no right to require that your Notes be repaid early for any reason;
- any early repayment of your Notes is at Kiwibank's option and is subject to certain conditions being met (see Section 5.3 of this LDD (Repayment of the Notes)); and
- the Notes are subordinated and your claim to payment in a liquidation of Kiwibank will rank behind the claims of unsubordinated creditors of Kiwibank (including depositors) (see Section 5.7 of this LDD (Ranking)).

9.3 Kiwibank's capital management

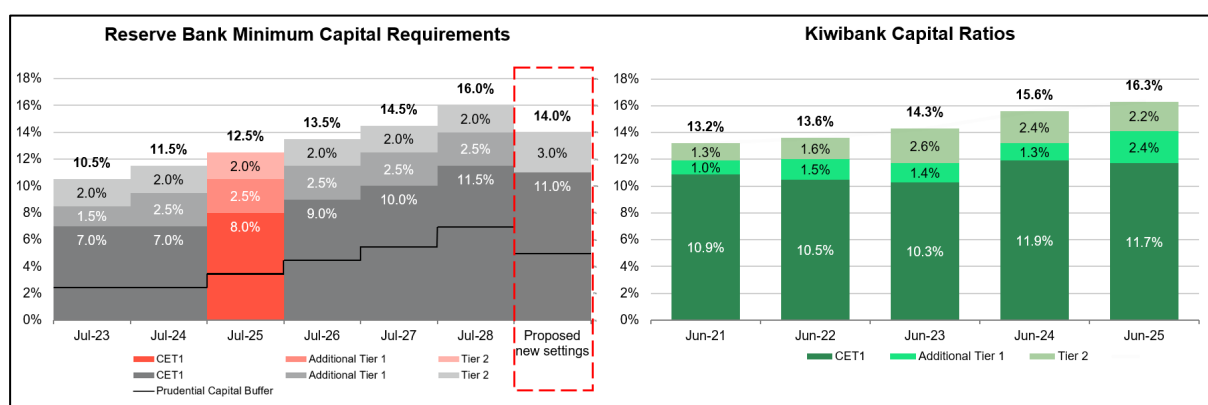
9.3.1 The Kiwibank Group's capital management strategy

Adequacy, efficiency and flexibility are the core components of the Kiwibank Group's capital management strategy. The Kiwibank Group's capital objective is to maintain at all times capital ratios above the minimum levels set by Kiwibank's board, which are in turn set above the Reserve Bank's regulatory capital requirements. In setting the minimum capital level for the Kiwibank Group, the Kiwibank board considers the regulatory capital requirements, stress testing the risk position of the Kiwibank Group's balance sheet, and reviewing the capital position of Kiwibank's major competitors and market expectations.

9.3.2 The Kiwibank Group's regulatory capital position

As at 30 June 2025, the Kiwibank Group had Common Equity Tier 1 Capital of \$2,485 million and a Common Equity Tier 1 Ratio of 11.7%, which is in excess of the Reserve Bank's current minimum regulatory capital requirements.

The right-hand side graph below shows the Kiwibank Group's historical regulatory capital position since 30 June 2021.



The information in the left-hand side graph is based on the Existing Capital Reforms, except for the information enclosed in the dotted line which shows the proposed new settings under the 2025 Capital Review if they are adopted in their current form. The ratios shown include the prudential capital buffer.

The information in the right-hand side graph is based on information in Kiwibank's disclosure statement for each period. It is illustrative only and does not guarantee or forecast the future regulatory capital position for the Kiwibank Group. It is based on current standardised risk weight settings and does not reflect any changes that may be made in the 2025 Capital Review.

10. Other information relating to the Offer

10.1 Selling Restrictions and indemnity

The Notes may only be offered for sale or sold in accordance with the selling restrictions ("**Selling Restrictions**") contained in this Section 10.1 (Selling Restrictions and indemnity). A condition of the Notes is that you indemnify Kiwibank, the Registrar, the Arranger and the Joint Lead Managers (and their respective directors, officers, employees and agents) in respect of any loss incurred as a result of you breaching the Selling Restrictions.

No action has been or will be taken by Kiwibank which would permit a public offering of Notes, or possession or distribution of any offering material, in any country or jurisdiction where action for that purpose is required (other than New Zealand). The Notes may only be offered for sale or sold in conformity with all applicable laws and regulations in any jurisdiction in which they are offered, sold or delivered. No product disclosure statement, information memorandum, prospectus, circular, advertisement or other offering material in respect of any Notes 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 and regulations.

Specific selling restrictions as of the date of this LDD are set out below for Australia, the United States, Hong Kong, Singapore and Japan.

Australia

This LDD and the offer of Notes are only made available in Australia to persons to whom an offer of securities can be made without disclosure under Parts 6D.2 or 7.9 of the Corporations Act 2001 (Cth) (the "**Corporations Act**"), including in accordance with the applicable exemptions in sections 708(8) (sophisticated investors) or 708(11) (professional investors) of the Corporations Act. This LDD and the offer of Notes must not be made available, and is not intended to be made available, to any "retail client" within the meaning of section 761G of the Corporations Act.

This LDD is not a prospectus, product disclosure statement or any other formal disclosure document for the purposes of the Corporations Act and contains only summary information concerning the Issuer and the offer of Notes. Neither this LDD nor any other disclosure document in relation to the Notes have been, or will be, lodged or registered with the Australian Securities & Investments Commission or any other authority in Australia.

Prospective investors should not construe anything in this LDD as legal, business or tax advice nor as financial product advice for the purposes of Chapter 7 of the Corporations Act.

United States

This LDD does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. The Notes have not been, and will not be, registered under the US Securities Act of 1933 ("**US Securities Act**") or the securities laws of any state or other jurisdiction of the United States. The Notes may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and applicable US state securities

laws. Accordingly, the Notes will only be offered and sold outside the United States in compliance with Regulation S under the US Securities Act.

Hong Kong

The Notes may not be offered or sold in Hong Kong other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (as amended, the "**SFO**") and any rules made under the SFO, or (ii) in other circumstances which do not result in this LDD or any other document in relation to the Notes being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (as amended, the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O.

No advertisement, invitation, this LDD or other offering material or other document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) may be issued, or is intended to be issued, whether in Hong Kong or elsewhere, other than to persons outside Hong Kong or only to "professional investors" within the meaning of the SFO and any rules made under the SFO.

Singapore

This LDD has not been, or will be, registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Notes may not be offered or sold, or caused to be made the subject of an invitation for subscription or purchase, nor may this LDD or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, be circulated or distributed, whether directly or indirectly, to any persons in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time) (the "**SFA**")) pursuant to Section 274 of the SFA; or
- (b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**") and, accordingly, the Notes may not be offered or sold, and are not intended to be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, directives and ministerial guidelines of Japan.

10.2 Role of the Arranger and Joint Lead Managers

The role of the Arranger in relation to the Offer is solely to provide assistance in arranging the Offer and organising the Bookbuild. The Joint Lead Managers assist with the Bookbuild and marketing and distribution of the Notes.

The Arranger and Joint Lead Managers are not otherwise involved in the Offer. None of the Arranger, the Joint Lead Managers or their respective directors, employees, agents or advisers have independently verified the contents of this LDD.

This LDD does not constitute financial advice or a recommendation from the Arranger, any Joint Lead Manager or any of their respective directors, officers, employees, agents or advisers to purchase any Notes.

You must make your own independent investigation and assessment of the financial condition and affairs of Kiwibank before deciding whether or not to invest in the Notes.

11. How to complain

You can direct any complaints about your Notes to:

The Issuer

Head of Funding
Kiwibank Limited
Level 9
20 Customhouse Quay
Wellington 6011
Tel: (04) 439 6932

Banking Ombudsman

If you are not satisfied with the response you receive, you may direct your complaint to the Banking Ombudsman Scheme, which is an approved dispute resolution scheme, at the following address:

Freepost 218002
PO Box 25327
Featherston Street
Wellington 6146

Email: help@bankomb.org.nz
or by phoning: 0800 805 950 or (04) 915 0400.

The Banking Ombudsman Scheme will not charge a fee to any complainant to investigate or resolve a complaint.

Financial Markets Authority

Complaints may also be directed to the Financial Markets Authority through its website at www.fma.govt.nz.

12. Where you can find more information

12.1 Disclose Register

Further information relating to Kiwibank and the Notes is available free of charge on the online Disclose Register maintained by the Companies Office. The Disclose Register can be accessed at

www.disclose-register.companiesoffice.govt.nz (search offer number OFR14035). A copy of the information on the Disclose Register is also available on request to the Registrar of Financial Service Providers. The information contained on the Disclose Register includes financial information relating to Kiwibank, a copy of the Deed Poll, the investor presentation for the Offer, a credit rating report from Moody's in relation to the Notes, and other material information.

12.2 NZX

Notices to the Holders may be given by Kiwibank making an announcement via NZX and will be available free of charge at www.nzx.com/companies/KWB.

12.3 Disclosure statements

Kiwibank's disclosure statements are available free of charge at www.kiwibank.co.nz/about-us/governance/legal-documents-and-information/legal-documents.

13. How to apply

13.1 How to apply

All of the Notes offered under the Offer have been reserved for subscription by clients of the Joint Lead Managers and other approved financial intermediaries invited to participate in the Bookbuild.

There is no public pool for the Notes. This means you can only apply for the Notes through certain Primary Market Participants or approved financial intermediaries who have obtained an allocation. You can find Primary Market Participants by visiting www.nzx.com/investing/find-a-participant.

The Primary Market Participant or approved financial intermediary will:

- provide you with a copy of this LDD (if you have not already received a copy);
- explain what you need to do to apply for the Notes; and
- explain what payments need to be made by you (and by when).

The Primary Market Participant or approved financial intermediary can also explain what arrangements will need to be put in place for you to trade the Notes (including obtaining a CSN, an authorisation code and opening an account with a Primary Market Participant) as well as the costs and timeframes for putting such arrangements in place.

13.2 Personal information rights

Personal information provided by you will be held by Kiwibank and the Registrar in accordance with their privacy policies, and will be used for the purpose of managing your investment. You have a right to access and correct any personal information about you under the Privacy Act 2020. You can also access your information on the Registrar's website: www.linkmarketservices.co.nz. You will be required to enter your holder number and authorisation code.

14. Contact information

Issuer:

Kiwibank Limited

Attn: Head of Funding
Level 9
20 Customhouse Quay
Wellington 6011
Tel: (04) 439 6932

Registrar:

MUFG Pension & Market Services (NZ) Limited

Level 30, PwC Tower
15 Customs Street West
Auckland 1010
PO Box 91976
Auckland 1142
Tel: (09) 375 5998
Email: enquiries.nz@cm.mpms.mufig.com

Arranger and Joint Lead Manager:

Forsyth Barr Limited

Level 22, NTT Tower
157 Lambton Quay
Wellington 6011
New Zealand

Joint Lead Managers:

Bank of New Zealand

Level 6, BNZ Place
80 Queen Street
Auckland 1010
New Zealand

Craigs Investment Partners Limited

Level 36, Vero Centre
48 Shortland Street
Auckland 1010
New Zealand

15. Glossary

2025 Capital Review	the Reserve Bank's consultation published in August 2025 on certain potential changes to the Existing Capital Reforms.
3 Month Bank Bill Rate	in relation to an Interest Payment Date after the First Optional Redemption Date: - the FRA rate administered by the New Zealand Financial Benchmark Facility ("NZFBF") (or any person that takes over the administration of that rate) for bank bills having a term of, or of about, 3 months as displayed at or about 10.45am or such later time as Kiwibank may determine on the preceding Scheduled Interest Payment Date on Bloomberg BKBK page 'GDCO 2805' (or any successor page); or - if that rate is not displayed by 10.45am or such later time as Kiwibank may determine on that date, the equivalent rate provided by the NZFBF (or any person that takes over the administration of that rate) at or around that time on that date, in each case expressed as a percentage per annum and rounded, if necessary, to the nearest 4 decimal places with 0.00005% being rounded up. Kiwibank is able to replace the 3 Month Bank Bill Rate with an alternative reference rate if the 3 Month Bank Bill Rate becomes unavailable.
Additional Tier 1 Capital	is described in Section 9.2 of this LDD (Kiwibank's regulatory capital requirements).
Arranger	Forsyth Barr Limited.
Bookbuild	the process conducted after the Offer opens where invited parties bid for Notes and, on the basis of those bids, Kiwibank, in consultation with the Joint Lead Managers, determines the Margin and Kiwibank sets the initial interest rate.
BPS Act	Banking (Prudential Supervision) Act 1989.
Business Day	a day on which commercial banks in New Zealand are open for general business (including dealings in foreign exchange and foreign currency deposits), not being a Saturday, a Sunday, a New Zealand "public holiday", as defined in section 44(1)(a)-(j) of the Holidays Act 2003, or a day which is not a business day according to a market notice issued by the New Zealand Financial Markets Association (or its successor).
Closing Time	the "Closing Time" specified in Section 2 of this LDD (Key dates and Offer process).

Common Equity Tier 1 Capital	is described in Section 9.2 of this LDD (Kiwibank's regulatory capital requirements).
Conditions of Registration	the conditions of registration imposed on Kiwibank by the Reserve Bank, as amended from time to time. Kiwibank's Conditions of Registration are contained in its full year disclosure statements. They are Kiwibank's Conditions of Registration as at the relevant balance date, and may have been amended since that date. Kiwibank's disclosure statements are available at www.kiwibank.co.nz/about-us/governance/legal-documents-and-information/legal-documents/#kiwibank-disclosure-statement.
CSN	common shareholder number.
Deed Poll	the deed poll made by Kiwibank and under which the Notes will be issued.
Disclose Register	the online offer register maintained by the Companies Office and the Registrar of Financial Service Providers known as "Disclose", which can be accessed at www.disclose-register.companiesoffice.govt.nz/ .
Existing Capital Reforms	the Reserve Bank's capital adequacy requirements released in 2021 which significantly increased the regulatory capital requirements applying to New Zealand banks.
Face Value	\$1.00 per Note.
First Optional Redemption Date	the "First Optional Redemption Date" specified in Section 2 of this LDD (Key dates and Offer process).
Holder	a person whose name is entered in the Register as a holder of Notes.
Issue Date	the "Issue Date" specified in Section 2 of this LDD (Key dates and Offer process).
Issue Price	\$1.00 per Note.
Joint Lead Managers	Bank of New Zealand, Craigs Investment Partners Limited and Forsyth Barr Limited.
Kiwibank	Kiwibank Limited.
Kiwibank Group	Kiwibank, its wholly owned entities and all other entities consolidated for financial reporting purposes, as specified in its latest financial statements, on a consolidated and not an individual basis.
KWB010 Notes	Kiwibank's existing unsecured subordinated notes quoted on the NZX Debt Market under the ticker code KWB010.
LDD	this Limited Disclosure Document.
Margin	the margin determined by Kiwibank in consultation with the Joint Lead Managers on the Rate Set Date following the Bookbuild, and announced by Kiwibank via NZX on or about the Rate Set Date.

Maturity Date	the "Maturity Date" specified in Section 2 of this LDD (Key dates and Offer process).
Moody's	Moody's Investors Service.
Notes	the unsecured subordinated notes offered by Kiwibank under this LDD.
NZX	NZX Limited, and includes any person or authority which may in the future assume and perform the functions of NZX Limited.
NZX Debt Market	the debt market operated by NZX.
NZX Listing Rules	the listing rules of NZX, as amended, varied or waived (whether in respect of Kiwibank or generally) from time to time.
Offer	the offer of Notes made in this LDD.
Opening Date	the "Opening Date" specified in Section 2 of this LDD (Key dates and Offer process).
Optional Redemption Date	the First Optional Redemption Date and each Scheduled Interest Payment Date after that date.
Primary Market Participant	has the meaning given in the NZX Participant Rules, as amended from time to time.
Rate Set Date	the "Rate Set Date" specified in Section 2 of this LDD (Key dates and Offer process).
Record Date	has the meaning given in Section 5.5 of this LDD (Payments).
Register	the register of Holders of Notes established and maintained by or on behalf of Kiwibank.
Registrar	MUFG Pension & Market Services (NZ) Limited.
Regulatory Event	has the meaning given in Section 5.3 of this LDD (Repayment of the Notes).
Reserve Bank	the Reserve Bank of New Zealand.
Scheduled Interest Payment Dates	each 12 March, 12 June, 12 September and 12 December in each year during the Term.
Scheduled Interest Period	each period from an Interest Payment Date (or the Issue Date) until the next Interest Payment Date.
Selling Restrictions	has the meaning given in Section 10.1 of this LDD (Selling Restrictions and indemnity).
Solvency Condition	a condition to the payment of interest or principal in respect of a Note prior to the Maturity Date or the liquidation of Kiwibank, requiring the following: • Kiwibank must be Solvent on the applicable payment date; and

	• Kiwibank must be able to pay the amount and remain Solvent immediately after paying the amount.
Solvent	satisfying the solvency test contained in section 4 of the Companies Act 1993, as modified by section 52 of that Act.
Swap Rate	means the mid-market swap rate for an interest rate swap of a term matching the period from the Issue Date to the First Optional Redemption Date, as calculated by Kiwibank in accordance with market convention with reference to Bloomberg page ICNZ2 (or its successor page) adjusted for quarterly payments and rounded to 2 decimal places if necessary, with five being rounded up.
Tax Event	has the meaning given in Section 5.3 of this LDD (Repayment of the Notes).
Term	the term of the Notes, being 10 years and 3 months ending on the Maturity Date (12 March 2036).
Tier 1 Capital	is described in Section 9.2 of this LDD (Kiwibank's regulatory capital requirements).
Tier 2 Capital	is described in Section 9.2 of this LDD (Kiwibank's regulatory capital requirements).

