

People & Culture Policy

Te Kaupapa Here mō te Pūmanawa Tangata

Document Owner

General Manager People & Culture

Subject Matter Contributors:

General Counsel/General Manager Corporate Affairs

Document History:

Version	Date	Changes/Modifications	Approved By:	Status
1	1 Jul 2011		Board	Final
Note this version supersedes all earlier versions (#215243)				
1D	29 Jul 2011	Changes to Schedule 3 - Code of Conduct for Employees (Section 16 and Appendix 2)	CEO	Final
1E	1 Aug 2011	Inclusion of Securities Trading Procedure (Schedule 3 Appendix 3)	CEO	Final
1F	16 Jan 2012	Changes to Schedule 8 no. 17 to correct error in wording and cross-referencing	CEO	Final
1G	3 Apr 2012	Change to Schedule 1 to reflect change in Delegations Policy	Board	Final
2	19 Sep 2012	Changes from Annual Review of Policy including Code of Conduct (Social Media Policy, Gifts and Hospitality)	Board	Final
2A	30 Nov 2012	Minor reference updates and changes to Social Media sections	CEO	Final
2B	21 Jun 2013	Code of Conduct - Inclusion of external whistleblowing services, changes to Conflicts and Gifts and Hospitality	CEO	Final
2C	26 Nov 2013	Updated Securities Trading Procedure (Schedule 3 Appendix 3), Inclusion of Long Service Leave, minor reference and wording updates to ensure consistency	CEO	Final
2D	2 Jul 2014	Changes to responsibilities Schedules. Changes to Code of Conduct (Hardware)	CEO	Final
2E	11 Mar 2015	Minor updates due to changes in legislation	GM Corporate Affairs	Final
2F	4 May 2015	Updated Schedule 3 Section 16 to address inconsistencies with what is being recorded in the Gifts and Hospitality Register.	CEO	Final
3	15 Sep 2015	Update Section 16 of Code of Conduct to make clear staff obligations in relation to bribery and corruption risks relating to gifts and hospitality, and updating the policy to reflect the renaming of the Whistleblowing hotline service to the Speak Up Line.	Board	Final

Document History (continued):

Version	Date	Changes/Modifications	Approved By:	Status
3A	9 Dec 2015	Increase the threshold before Pre Trade Consent for NZD currency trades is needed from NZ\$10k to \$NZ50k in light of reduced risk of 'front running'.	CEO	Final
3B	5 May 2016	Update to the Securities Trading Procedure	CEO	Final
4	24 Feb 2016	Changes from Biennial Review of Policy. Inclusion of new Schedules for Remuneration Policy (Schedule 8), Flexible Work Practices Policy (Schedule 9), and Privacy Policy (Schedule 11). Update to Schedule 6: Leave for annual leave in advance approvals, the inclusion of study leave and parental leave, and a refresh of Schedule 8: Health and Safety Process. Update to Schedule 1: Responsibilities. Reference and wording updates to ensure consistency.	Board	Final
4A	20 Oct 2016	Update to Securities Trading Procedure	CEO	Final
4B	8 Dec 2016	Update to Schedule 13 (Legislative Compliance)	CEO	Final
4C	2 Mar 2017	Update to Schedule 13 (Legislative Compliance)	CEO	Final
5	19 Jun 2018	Addition of new Schedule 13 (Domestic Violence Support Policy)	Board	Final
6	2 Aug 2018	Addition of the Natural Environment Statement	Board	Final
6A	31 Jan 2019	Update to Schedule 3 (Code of Conduct for Employees and Contractors)	CEO	Final
6B	11 Jun 2019	Update to Schedule 3 to clarify Conflicts of Interest provisions	CEO	Final
6C	21 Aug 2019	Update to Schedule 12 (Privacy)	CEO	Final
7	11 Dec 2019	Updates to Schedule 3 (Code Of Conduct For Employees And Contractors) and Schedule 6 (Leave Entitlements)	CEO/Board	Final
7A	14 May 2020	Updates to Schedule 3 (Code of Conduct for Employees and Contractors)	CEO	Final
8	20 Feb 2021	Changes from 5 Yearly Review of Policy. Updates to Sections 1 – 19 and Schedules 1 – 14 with material change to Schedule 6 (Leave Entitlements) and Schedule 9 (Family Violence Support, formally Domestic Violence Support) and Schedule 12 (Privacy). Amends incorporated to cover the Elevate Fund. Legislation references updated. Policy language moved to be gender inclusive. Amends required following issuance of the Workplace Assurance Model Standards (WAMS) incorporated.	CEO/Board	Final
9	24 Jun 2021	Schedule 1 (Responsibilities), Schedule 3 (Code of Conduct for Employees and Contractors), and Schedule 5 (Performance Review and Development Process)	Board	Final
9A	8 Jun 2021	Updated Securities Trading Procedure (Schedule 3 Appendix 3)	CEO	Final
10	24 February 2022	Inclusion of a new COVID-19 Response section and minor updates to reflect Corporate Strategy structure changes and to Whistleblowing Procedure Diagram	Board/CEO	Final
10A	22 March 2022	Update to Schedule 3 to add additional paragraph in the Conflicts of Interest section	CEO	Final

10B	16 May 2022	Updates to Schedules 1 and 3 to reflect change of control owner of Whistleblowing Procedures to GM Risk	CEO	Final
10C	29 May 2022	Updates to Securities Trading Procedure (Schedule 3, Appendix 3)	CEO	Final
10D	30 June 2022	Update to Schedule 3 to reflect new Protected Disclosures (Protection of Whistleblowers) Act 2022	CEO	Final
11	8 July 2022	Changes to Remuneration Framework (Schedule 4)	Board (22 June 2022)	Final
12	3 August 2022	Changes to reflect new strategic framework and GM Finance & Investment Operations role title change to GM Strategy & Shared Services	Board/CEO	Final
13	28 September 2023	Updates to Schedules 7 and 9	CEO	Final
14	28 September 2023	Removal of existing Section 19 – COVID-19 Response	Board	Final
15	28 September 2023	Addition of new Section 19 – Diversity, Equity and Inclusion (DEI) and changes to Objectives and Schedule 1	Board/CEO	Final
16	15 November 2023	Updates to Schedule 6 (Leave Entitlements) to reflect changes to annual leave, long service leave, and study leave .	Board/CEO	Final
17	13 December 2023	Update to Securities Trading Procedure (Schedule 3, Appendix 3)	CEO	Final
18	2 February 2024	Update to Securities Trading Procedure (Schedule 3, Appendix 3)	CEO	Final
19	26 March 2024	Update to Securities Trading Procedures (Schedule 3, Appendix 3)	CEO	Final
20	1 November 2024	Update to Schedule 3 (Code of Conduct for Employees and Contractors) and Securities Trading Procedures (Schedule 3, Appendix 2)	CEO	Final

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BACKGROUND

Our vision is to be an inclusive team creating a better future through investment excellence. To achieve this vision, we need to attract, retain and motivate high-quality people in our organisation.

The employment relationship is a human relationship involving issues of mutual trust, confidence and fair dealing. To attract and retain high quality people, they must enjoy and feel safe in their workplace, trust the processes and procedures around their development, recognition, promotion and exit; and be enthused about and professionally satisfied by their roles.

OBJECTIVE

To implement effective controls and frameworks to support the organisational culture, values, practices and systems that assist our ability to attract, retain, motivate and manage our people and, in turn, which support our people to individually and collectively work toward our organisational vision.

To ensure our controls and frameworks support the Diversity, Equity and Inclusion vision by identifying and eliminating any policies, procedures, practices, behaviours or barriers that would give rise to a potential candidate and/or employee facing inequality of access and opportunity.

DEFINITIONS

To aid with interpretation of this policy we have a Glossary of Terms, which defines all technical terms used in our policy documents. In this policy the first instance of any such defined term is highlighted in bold. References to other documents are italicised.

SCOPE

This policy covers the general conditions of employment that affect all our permanent, temporary and, where appropriate, third-party contract employees. It also covers our expectations of employees' and contractors' behaviour.

DELEGATIONS AND AUTHORITIES

The *Delegations Policy* governs the delegations and authorities that apply in all policy documents. In the event of any discrepancy between this policy and the *Delegations Policy* the *Delegations Policy* will prevail.

The Board has reserved certain matters either to itself, a committee of the Board or the CEO. All other matters are delegated to the CEO who may sub-delegate them to Guardians' staff. All delegates and sub-delegates must exercise their authorities in compliance with the general conditions of delegation and sub-delegation set out in Schedule 2 of the *Delegations Policy*.

There are certain responsibilities inherent under this policy. Those responsibilities, and the person responsible for them, are outlined in Schedule 1.

RECRUITMENT, SELECTION AND APPOINTMENT

Attracting, assessing and appointing high-quality people is of key importance to achieving our vision of being

an inclusive team creating a better future through investment excellence. The recruitment, selection and appointment process is the first material experience that new people have of our organisation. These processes must therefore reflect the sort of organisation we aspire to be.

We will maintain and adhere to a recruitment, selection and appointment process that ensures all potential employees are treated with fairness and respect and are assessed on merit. An outline of that process must be maintained in Schedule 2.

CODE OF CONDUCT

As a Crown entity and as an organisation involved in investing the New Zealand Superannuation Fund (Fund) on behalf of current and future New Zealanders, we have an important responsibility and a high profile. As such, it is appropriate for us to have high expectations of the people who work for us and to ensure those expectations are taken seriously. To facilitate this, we believe it is best to set out our expectations as clearly and simply as possible in a Code of Conduct.

We will maintain and adhere to a Code of Conduct for employees and contractors that sets out minimum standards of behaviour.

The Code of Conduct for employees and contractors and contractors must be maintained in Schedule 3.

REMUNERATION

We are committed to providing remuneration packages that enable us to attract, motivate and retain high quality people, in a way that is consistent with the long-term interests of the Fund, and that ensures the principle of equal pay for equal work is achieved.

We aim to be clear about what people are paid for and why and to be consistent, systematic and transparent in applying our remuneration policies. Our intent is to remunerate and reward people for their knowledge, skills, alignment to behavioural expectations and contribution in the roles they are performing.

An outline of the remuneration framework must be maintained in Schedule 4.

PERFORMANCE REVIEWS AND PROFESSIONAL DEVELOPMENT

Outlining performance expectations and developing our people are important ways to ensure that we retain and motivate them. Our people should understand our expectations of them and have the ability to contribute to, and control, their performance relative to those expectations. Having robust processes in place to monitor performance and development is crucial to our aspiration to be a good employer.

We will maintain and adhere to an individual performance review and personal development framework that ensures that each employee is given the opportunity to achieve their potential.

An outline of that framework must be maintained in Schedule 5.

LEAVE

Our people need clarity on what leave they are entitled to and what their obligations are around managing their absences and the impact of those absences on our organisation.

We will ensure that all employees and their managers are aware of their entitlements and obligations with respect to leave.

An outline of leave entitlements and obligations must be maintained in Schedule 6.

FLEXIBLE WORKING PRACTICES

Key to attracting and engaging a diverse workforce is our approach to flexible and inclusive work practices. We aim to provide a working environment that supports the fact that many of our employees have caring duties in addition to their work responsibilities and may therefore have a need to effectively balance their work and personal lives. Aside from caring duties, we further recognise that there may be other reasons why our employees value and require flexible work arrangements.

In addition to the ad hoc and informal flexibility offered, we will provide a formal application process for flexible work practices that is fair and equitable for all employees.

This formal process does not refer to ad hoc and informal flexible work which may be requested from time to time and which constitutes a temporary variation in hours or place of work, but which still falls within the prescribed 40 hour work week, and has no impact on remuneration or benefits.

An outline of the formal process must be maintained in Schedule 7.

WORKING ENVIRONMENT

We need to ensure that we provide our people with a workplace in which they can be confident that they will be safe and well.

We are committed to providing a safe and healthy working environment for all employees and all visitors to our offices.

An outline of how we provide that environment must be maintained in Schedule 8.

12A. NATURAL ENVIRONMENT

12A.1 We are committed to understanding and reducing the environmental impact of our activities to strive to safeguard our natural environment.

12A.2 An outline of how we support our environmental commitment must be maintained in Schedule 8A.

FAMILY VIOLENCE SUPPORT

We are committed to supporting any of our employees who are affected by family violence.

Maintaining a supportive workplace environment where employees feel safe, and where they feel safe discussing family violence and seeking assistance is important. We seek to ensure that all employees know what to do if they are either encountering family violence themselves, become aware of an employee experiencing family violence, or if they believe family violence is being perpetrated by someone in the workplace.

We will ensure all employees are aware that family violence is not tolerated or excused.

We will ensure employees experiencing family violence are safe at work and have a supportive workplace environment.

We will ensure support is available for those encountering family violence. An outline of the support available for employees experiencing family violence must be maintained in Schedule 9.

TERMINATION OF EMPLOYMENT

It is important to have a well understood process setting out our own and the affected employee's rights and responsibilities, when an employment relationship is terminated.

We will ensure that all employees are aware of their rights and obligations with respect to termination of their employment.

An outline of termination of employment rights and obligations must be maintained in Schedule 10.

DISCIPLINARY ACTION AND DISPUTES RESOLUTION

If something goes wrong in the employment relationship it is important that there is a clear process for dealing with that situation.

We will maintain and adhere to a framework for disciplinary action and disputes resolution.

An outline of that framework must be maintained in Schedule 11.

PRIVACY

We collect personal information in the course of establishing and managing employment relationships.

We are committed to safeguarding the privacy of our employees' personal information and to complying with our obligations under the Privacy Act 2020 in relation to that information.

An outline of that commitment must be maintained in Schedule 12.

REPORTING

We must report to the Board on the following matters:

- (a) Entering employment agreements with CEO direct reports
- (b) Addressing employment matters relating to the CEO and any staff;
- (c) Any material Health and Safety related matter; and,
- (d) Overall remuneration costs.

An outline of the current reporting framework, including any reporting to internal management committees, must be maintained in Schedule 13.

We will report proposed material changes to the following schedules to the Board for their approval:

- (a) Schedule 13: Reporting Framework

We will report to the Board, for their information, material changes to all other schedules to this policy.

LEGISLATIVE COMPLIANCE

We have a legislative compliance framework to ensure that we comply with our legislative obligations. In each of our policies we list specific legislation that might impact on the

activities covered by that policy. The list is not always exhaustive as often the law is specific to a particular aspect of the activity or jurisdiction in which the activity occurs.

We will ensure that all our activities under this policy comply with our legislative obligations and give effect to our legislative compliance framework.

A list of legislation that potentially impacts on the activities under this policy must be maintained in Schedule 14.

DIVERSITY, EQUITY AND INCLUSION (DEI)

The Guardians will maintain a DEI Strategy which is guided by our DEI Principles and includes clear and measurable goals with activities that are reviewed annually.

Our DEI Guiding Principles are maintained in Schedule 15.

CONTROL SECTION

Approved this 18th day of February 2020, 24 February 2022 and 3 August 2022.

GM People & Culture

CEO

Board Chairperson

SCHEDULE 1: RESPONSIBILITIES

GM People & Culture will:	<ul style="list-style-type: none"> ensure this policy is kept current and relevant to the activities being undertaken (including schedules 1-14) ensure this policy is reviewed at least every five years ensure every new worker receives Health & Safety training ensure records of Health & Safety training and attendance are kept ensure that the Guardians' Covid-19 Response Guidance document is maintained report material health & safety matters to the subsequent Leadership Team and Board meetings report personal grievances to the subsequent Leadership Team and Board meetings report entering employment agreements with CEO direct reports to the subsequent Board meeting
Head of People & Culture Operations will:	<ul style="list-style-type: none"> ensure the Family Violence procedures guide is kept up to date ensure the Leave procedures guide is kept up to date
GM Strategy and Shared Services will:	<ul style="list-style-type: none"> report remuneration expenditure monthly to the Leadership Team and to each Board meeting
General Counsel will:	<ul style="list-style-type: none"> ensure Schedule 14 (Legislative Compliance) is kept current report material changes to the schedules of this policy as part of the annual SIPSP review to the Risk Committee and Board and under the no surprises protocol
Chief Risk Officer	<ul style="list-style-type: none"> maintain adequate Whistleblower procedures
Head of Risk will:	<ul style="list-style-type: none"> report on material Learning Opportunities to the Chief Executive and subsequent Audit & Risk Committee meeting report on Learning Opportunities at each Audit & Risk Committee meeting report material policy breaches notified through the Learning Opportunities reporting process immediately to the Risk Committee and Board report all policy breaches notified through the Learning Opportunities reporting process to the subsequent Audit Committee meeting
Head of Internal Audit	<ul style="list-style-type: none"> ensure complaints escalated through Whistle-blower channels are appropriately documented, investigated and responded to report Whistle-blower complaints to the Chair and/or, Chair of the Audit & Risk Committee as soon as practicable
All Employees and Contractors will:	<ul style="list-style-type: none"> comply with the Code of Conduct report identified hazards to the GM People & Culture, their manager, or the Health and Safety Coordinator report an accident or incident to the GM People & Culture, their manager, or the Health and Safety Coordinator Support the DEI Principles and the goals of the DEI Strategy
All Managers will:	<ul style="list-style-type: none"> ensure if an accident occurs the injured person receives prompt medical attention, the GM People & Culture is notified, and appropriate procedures are implemented to prevent future similar accidents

Responsibilities approved by CEO on 11 February 2016, and amended 19 February 2021, 24 June 2021, 24 February 2022, 16 May 2022, 3 August 2022 and 28 September 2023

SCHEDULE 2: RECRUITMENT AND SELECTION METHODOLOGY

1 THE RECRUITMENT PROCESS

- 1.1 No recruitment process begins until the CEO grants final approval.
- 1.2 The GM People & Culture (or nominee) approves all selection processes prior to the process taking place.
- 1.3 Our recruitment process is transparent. Screening decisions are based on:
 - (a) the requirements of the job (as per the job description or description of the temporary or contract agreement); and
 - (b) the merits of the candidate.
- 1.4 Our recruitment and selection methods incorporate the Workforce Assurance Model Standards outlined by the Public Service Commission. This may include: interviewing, psychometric assessment, reference checking (including requesting disclosure of serious misconduct), and comprehensive probity checking including verification of qualifications, employment history, identity, criminal convictions history and credit checking.
- 1.5 We acknowledge all formal applications for positions.

New/Replacement Positions

- 1.6 New positions or replacement vacancies are not filled without first considering:
 - (a) Budget and the cost of replacement; and
 - (b) Opportunities for role re-design, merging positions/responsibilities or outsourcing.

2 OFFERS OF APPOINTMENT PROCESS

- 2.1 Appointments are offered only after the recruitment and selection process has been completed.
- 2.2 We make formal offers in writing in the form of a Letter of Appointment and Employment Agreement including our Code of Conduct.
- 2.3 No employee commences employment without having received, signed and returned their Letter of Appointment and Employment Agreement.

Control of Offers

- 2.4 The GM People & Culture controls the format, terms and content of all written offers issued on behalf of the Guardians.
- 2.5 The CEO alone can grant variations to the format or terms of content of written offers.

- 2.6 A nominated People & Culture representative prepares offer documentation, the CEO or GM People & Culture signs off.

Relocation Procedure

- 2.7 At our absolute discretion we may meet reasonable expenses incurred in relation to the relocation of a new employee. Any offer to meet relocation expenses will be governed by the following conditions:
- (a) All costs for travel, living and moving expenses to the new location and/or alternative reimbursements are to be approved by the GM People & Culture (or nominee) prior to incurring any expenses. A full estimate of these costs must be submitted in advance of the move; and
 - (b) Should the employee voluntarily leave the Guardians less than 12 months after commencement of service, the employee is obligated to return the full amount of the expense incurred in relation to the relocation within 30 days of resigning from the Guardians.
 - (c) A summary of the relocation expenses that may be met by the Guardians on a needs basis include:

Travel
<p>Air travel: A one-way economy airfare from place of origin to the new location for the employee and immediate family members only.</p> <p>Exclusion: Requests for variations to air travel including route variations and fare upgrades may be accommodated at the employee's expense.</p> <p>Road travel: A rental car from the place of origin including the cost of petrol. Alternatively, the employee uses their own vehicle, the cost of petrol only.</p>
Accommodation
<p>Rental accommodation: Rental accommodation for up to a maximum of four weeks at the new location.</p> <p>Transit accommodation: Temporary accommodation for a maximum of one night if required due to flight stop-over.</p> <p>Exclusions: Incidentals including but not limited to the cost of food, telephone calls and personal living costs.</p>
Transportation
<p>Rental vehicle: A rental vehicle and associated insurance for up to a maximum of 4 weeks at the new location.</p> <p>Exclusion: Cost of petrol.</p>
Relocation of Personal Effects
<p>Relocation: Moving services of personal effects plus up to 3% insurance from place of origin to new location.</p> <p>Exclusions: Moving services associated with pets, cars, and personal collections (including but not limited to art and wine).</p>

Induction Process

- 2.8 We have in place a comprehensive induction programme to facilitate the employee's transition into their role. This induction programme will be maintained by the People & Culture team.

Approved by CEO on 11 February 2016, amended 19 February 2021 and 28 September 2023

SCHEDULE 3: CODE OF CONDUCT FOR EMPLOYEES AND CONTRACTORS

1 BACKGROUND

- 1.1 As a Crown entity and as an organisation involved in investing the New Zealand Superannuation Fund on behalf of current and future New Zealanders, we have an important responsibility and a high profile.
- 1.2 As such, it is appropriate for us to have high expectations of the people who work for us and to ensure those expectations are taken seriously.
- 1.3 To facilitate this, we believe it is best to set out our expectations as clearly and simply as possible in a Code of Conduct.

2 OBJECTIVE

- 2.1 The objective of the Code of Conduct is to identify and to encourage the ethical and professional behaviour we expect of employees; that behaviour being consistent with:
- (a) The principles articulated in the Standards of Integrity & Conduct promulgated under the Public Service Act 2020 Section 18 – in particular the guiding principles of Fairness, Impartiality, Responsibility and Trustworthiness.
- (b) Our policies governing the management of the Fund, the Elevate Fund and the Team. Policies with particular relevance to the Code include the:
- *Delegations Policy;*
 - *Travel & Sensitive Expenditure Policy;*
 - *Risk Management Policy; and*
 - *Communications Policy*
- 2.2 You are encouraged to discuss the contents of the Code and any questions or issues you have with the CEO, the GM People & Culture, or your General Manager.

3 SCOPE

- 3.1 This Code covers our expectations of the ethical and professional behaviour of our employees. This Code also covers the conduct of contractors with the necessary modifications. It does not cover the conduct of Board Members which is set out in the Board Charter.

4 PROFESSIONAL CONDUCT AND DUTIES OF EMPLOYEES

- 4.1 You will not knowingly engage in any professional conduct involving dishonesty, fraud or deceit, or commit any act that reflects adversely on the professional reputation, integrity or competence of yourself or the Guardians.

- 4.2 You will act for the benefit of the Guardians and will not deprive the Guardians of the advantage of your skills and abilities, divulge confidential information, or otherwise cause harm to the Guardians.
- 4.3 You will not engage in conduct that compromises the reputation, integrity, or security of the Guardians.
- 4.4 You will conduct your business relationships in a manner that is consistent with the values of respect, integrity, and fairness. As a minimum, you will act within the laws applicable to behaviour in the work environment.
- 4.5 Criminal conviction checks are carried out as part of the recruitment process. Once you commence as an employee, you have an ongoing obligation to proactively disclose to the CEO or GM People & Culture if you face criminal charges or receive a criminal conviction during your employment with the Guardians.
- 4.6 Discrimination, bullying and harassment are prohibited.

5 PROTECTING THE INTERESTS OF THE GUARDIANS

- 5.1 You must act in the best interests of the Guardians and the Fund or (as applicable in relation to your role or to particular activities) the Elevate Fund, at all times. If you believe your actions might potentially compromise the interests of the Guardians or the Fund or Elevate Fund (as applicable), you must seek advice from the CEO, the General Counsel, GM People & Culture, or your General Manager, before acting.

6 COMPLYING WITH THE LAW

- 6.1 You must comply with the laws of New Zealand and those of any other country in which you are operating. Where concerns arise, you must seek appropriate advice from the CEO, the General Counsel, or your General Manager.

7 CONFLICTS OF INTEREST

- 7.1 The Guardians' Individual Employment Agreement outlines the employee's ongoing obligations to disclose any matters that could give rise to a conflict of interest or the perception of a conflict of interest. Disclosure must be made prior to joining the Guardians and on an on-going basis. A conflict of interest may exist where you are in a position to take any action that is, or reasonably appears to be, influenced by consideration other than the best interests of the Guardians and the Fund or Elevate Fund (as applicable), whether or not you stand to derive a financial benefit.

- 7.2 You are deemed to have an interest in a transaction to which the Guardians or the Fund or Elevate Fund (as applicable) is, or intends to become, a party if:
- (a) you are party to the transaction; or you are closely involved with the party to the transaction; or
 - (b) your immediate family stand to derive a financial benefit from the transaction.
- 7.3 You must disclose any close personal relationships that may give rise to a conflict of interest or the perception of a conflict of interest so that the appropriate steps can be taken to manage the conflict (or perception of conflict). This includes close personal relationships you or your spouse/partner has with:
- (a) other Guardians team members; and
 - (b) staff of organisations with which the Guardians has a commercial relationship (e.g. suppliers, potential suppliers, investment managers, and counterparties).
- 7.3.1 You must disclose any conflict of interest or potential conflict of interest (including personal relationships) to the General Counsel or the CEO or by emailing the conflicts email address (conflicts@nzsuperfund.co.nz) as soon as you become aware of it. Emails sent to the conflicts email address go to the General Counsel and nominated members of the legal team and administration team for record keeping. In addition, the information may be provided to others such as your manager, a member of the People & Culture or Risk teams or others where it is necessary or good practice to understand the potential or actual conflict of interest, to put in place any measures needed to manage the interest or as required by the Guardians obligations (and in which case we would discuss this with you). If you are not sure whether or not to disclose ask your manager, the GM People & Culture or the General Counsel. See also section 12.5 and 13 below in relation to the disclosure of personal investments and other trading-related conflicts of interest.
- 7.4 Any conflicts of interest or perceptions of conflicts of interest must be managed appropriately. The CEO will determine what steps (if any) are needed to manage the conflict. Those steps will depend on the situation but could include:
- (a) Excluding you from involvement in a particular procurement with a party in which you have an interest.
 - (b) Changing some of your role responsibilities or moving you to a different role in order to eliminate or minimise the conflict or perception of conflict.
- 7.5 Personal information disclosed to the Guardians in relation to conflicts of interest will be subject to Schedule 12 (Privacy).
- 7.6 From time to time there may be specific protocols put in place that provide guidance on specific situations. Such protocols are approved by the CEO and form part of the Code.
- 7.7 The CEO must disclose any conflict of interest or potential conflict of interest relating to the CEO (including personal relationships) to the Chair and the General Counsel as soon as

becoming aware of it. Conflict disclosures relating to the CEO may be provided to others (such as a member of the People & Culture or Risk teams) where it is necessary or good practice to understand and manage the potential or actual conflict of interest. The Chair will determine what steps (if any) are needed to manage a conflict of interest involving the CEO.

8 CONFIDENTIAL INFORMATION

- 8.1 In the course of discharging your responsibilities to the Guardians, you will have access to certain confidential information on the investment activities of the Fund and/or Elevate Fund. All confidential information concerning the investments, or the investment policies or plans, of the Guardians and its partners must be kept confidential and may not be disclosed in any way (including by way of social media), unless required by law or agreed by the relevant authority. This means you must keep all non-public information confidential.
- 8.2 When dealing with confidential, non-public and/or price sensitive information, you must:
- (a) Only communicate such information on a strictly “need to know basis”.
 - (b) Not discuss any such information in public places (e.g. lifts, lobby, public transport, cafeteria, copy room).
 - (c) Not leave computer screens or similar devices exposed in places where they can be seen by people who do not need to know the information.
 - (d) Not leave papers or other materials containing such information in places where people who do not need to know the information can access them.
 - (e) Secure documents and apply appropriate C3 security setting access in the document management system.
- 8.3 If you are not sure whether information is public check our external website - if it is not on the external website – assume it is not public.

9 USE OF GUARDIANS’ EQUIPMENT

- 9.1 You may use the Guardians’ equipment for personal use if sufficient discretion is used. This use is a privilege and may be withdrawn at any time if we deem it to be excessive or inappropriate.
- 9.2 We maintain full rights to access all information and records held on our electronic equipment or systems (including email use and internet access), including where such equipment or systems have been used for personal use.
- 9.3 If you make personal use of Guardians’ equipment you need to ensure that you do not:
- (a) Compromise the interest or reputation of the Guardians;
 - (b) Compromise information security or wrongly disclose confidential Guardians’ information;

- (c) Knowingly transmit information containing computer malware or expose the Guardians to any risk of malware infection;
- (d) Misuse or abuse Guardians' equipment or systems;
- (e) Intentionally delete information which constitutes a Guardians record;
- (f) Attempt to falsify information or to disguise the user's identity;
- (g) Attempt to deliberately access information for which you have no authority to view;
- (h) Download or update any software without first obtaining the approval of your manager and Head of IT; or
- (i) Knowingly infringe copyright and software licensing requirements.

9.4 You must not disclose usernames, passwords, security tokens or any other security credentials to anyone except as required under business continuity plans.

Email

9.5 Emails sent or deliberately accessed containing inappropriate content, language or images are expressly prohibited and may result in disciplinary action for serious misconduct.

9.6 Personal email systems (including personal internet email accounts such as, but not limited to Gmail, Hotmail, Yahoo or Xtra) are not to be used to transfer or relay sensitive Guardians' information.

Hardware

9.7 No computer or other hardware device may be connected to our infrastructure without prior approval and assistance from the IT team. This includes attaching a non-Guardians device such as a PDA, modem or mobile phone, external hard disk device (including memory sticks) to a workstation (including laptops/tablets). Approval for attaching a personal device to the Guardians' infrastructure will only be given providing staff agree to the following:

- (a) The device will have software added to it to enable the IT team to manage the device.
- (b) The device will have a password to access.
- (c) Staff must immediately advise when a device is lost, stolen, sold or passed on.
- (d) Staff agree that the IT team can remotely wipe data from the device. All care will be taken not to wipe personal data but no guarantee can be made that personal data will not be lost when a wipe is carried out.
- (e) Staff will not download or store C3 information or data on a personal device.

- 9.8 You are responsible for the safety and security of any equipment in your possession, including the data it contains. Loss or damage of equipment should be reported to the IT team as soon as possible.
- 9.9 Where possible, laptops/tablets must be carried as hand luggage during air travel.
- 9.10 While occasional personal printing of a few pages is permitted you are expected to use discretion in this regard and obtain manager approval where appropriate.

Software

- 9.11 No software may be downloaded or installed on computers without prior approval from both your manager and a member of the IT team.

Telephone Systems

- 9.12 The use of mobile phones should be reasonable at all times and primarily for business purposes. Where an employee has incurred significant mobile costs (including data) which are largely personal in nature then they should advise the Finance Team and reimburse the Guardians accordingly. In support of this principle the Finance Team may query mobile costs on an exception basis.

Recording

- 9.13 No covert recordings may be made of Guardians' employees, or on Guardians' premises, whether using Guardians' equipment or personal recording devices.

10 INTERNET

- 10.1 You are provided with access to the internet as an information tool to assist with the completion of your duties.
- 10.2 You acknowledge that the Guardians will monitor internet usage. Inappropriate use of the internet may result in access being withdrawn and/or disciplinary action being taken.
- 10.3 Using the internet for financial transactions on behalf of the Guardians may only be conducted with the express permission of the CEO or General Manager Strategy and Shared Services.
- 10.4 You may not use the internet to access any materials (whether visual or written) of a sexual, abusive, racial, violent, illegal or otherwise inappropriate nature. Any attempt to access material of such a nature may result in disciplinary action for serious misconduct.
- 10.5 You may not use the internet to copy or distribute software or its accompanying documentation and/or materials without the express permission and license of the copyright owner.

- 10.6 You may not use the internet to access other sites in an inappropriate or illegal manner.
- 10.7 You may use the internet system for reasonable personal usage. This facility may be withdrawn and other appropriate disciplinary action taken if personal use is deemed to be excessive or inappropriate.
- 10.8 Live media feeds (such as real time video, music, radio stations channels or web cast) are not to be accessed unless specifically required for business purposes.
- 10.9 All internet activity is logged and can be regularly reviewed by the Guardians to ensure standards for acceptable use are being met. The Guardians will, at its discretion, block or filter any websites material it deems inappropriate, offensive, a security risk or not an essential business activity. Incidents such as accidental access to an offensive website should be reported to your manager or a member of the IT team at the time of the event.

Cloud Services

- 10.10 Cloud storage should not be used to transfer or relay sensitive Guardians' information unless it is a solution that has been provided by the Guardians (eg Sharefile, Diligent BoardBooks).
- 10.11 Information belonging to the Guardians should not be backed up to personal cloud storage accounts from any device. This includes but is not limited to iCloud, OneDrive, and Google Drive.

11 SOCIAL MEDIA

- 11.1 We recognise that social media are important tools of corporate and business engagement. We also recognise that employees will use social media in a personal capacity.
- 11.2 If you, using social media, make any direct or indirect reference to the Guardians or the Fund or Elevate Fund (including comments, images or videos) you must comply with the Code. This Code applies whether the use of social media is for work purposes or outside of work, and whether or not it is accessed using the Guardians' equipment and/or systems.
- 11.3 Social media include, but are not limited to:
 - (a) social networking sites, eg Facebook, LinkedIn;
 - (a) micro blogging sites, eg Twitter;
 - (b) video and photo sharing sites, eg YouTube;
 - (c) weblogs including corporate blogs and personal blogs and those by traditional media;
 - (d) forums and discussion boards, eg Google groups or Whirlpool; and

- (e) online encyclopaedia such as Wikipedia.
- 11.4 The Communications Policy governs who can represent the Guardians in any forum, including in the context of social media. That Policy provides that only authorised persons can represent the Guardians publicly.
- 11.5 If you use social media whether in a private capacity or in the course of your employment you must:
- (a) be mindful of the impact of references (direct or indirect) to the Guardians or the Fund or Elevate Fund;
 - (b) not make any references (direct or indirect) to the Guardians, the Fund or Elevate Fund that are critical of the Guardians or the Fund or Elevate Fund or their stakeholders, business partners, peers or employees, or that could otherwise bring any of those parties into disrepute;
 - (c) show respect for others when using social media;
 - (d) remember that use of social media amounts to public publication of views. Do not post what might later be regretted;
 - (e) ensure personal comments cannot be misconstrued as representing the position of the Guardians; and
 - (f) not act in any way which may call in to question your fitness for your role.

12 PERSONALLY BENEFITTING FROM INFORMATION GAINED AT WORK AND INSIDER TRADING

- 12.1 You may not;
- (a) use confidential information for your personal gain or for the benefit of any other person (eg. family or friends); or
 - (b) buy or sell a security or property when in possession of any information through your employment which may affect the value of that security or property; or,
 - (c) engage in insider trading, front-running, or any other practice that seeks to benefit you or other persons through your understanding of the investment activities of the Fund or Elevate Fund.
- 12.2 Without limiting the prohibitions above, you shall not, on your own behalf, knowingly execute, permit, or authorise any trade in any security or investment of which you are a beneficial owner, during any period that any trading ban is in place.
- 12.3 You must comply with the Securities Trading Procedure (attached to this Code as Appendix 2) in respect of all personal trading and information.

- 12.4 Remember that you have contractual and in some cases statutory obligations (eg. under the Crimes Act) to:
- (a) Disclose conflicts (or potential) conflicts of interests so that they can be managed appropriately. The Board has very specific statutory obligations as to how conflicts must be managed.
 - (b) Never use your position or information gained while at the Guardians for your personal benefit (or that of any other person e.g. family/friends).
- 12.5 This means even if your trading activities do not fall within the boundaries of the trading controls in the Securities Trading Procedure, in accordance with section 7 of this Code of Conduct you must advise the General Counsel or the CEO or by emailing the conflicts email address (conflicts@nzsuperfund.co.nz) as soon as you become aware that it represents an actual or potential conflict of interest. Emails sent to the conflicts email address go to the General Counsel and nominated members of the legal team and administration team for record keeping. In addition, the information may be provided to others such as your manager, a member of the People & Culture or Risk teams or others where it is necessary or good practice to understand the potential or actual conflict of interest, to put in place any measures needed to manage the interest or as required by the Guardians obligations. For example: If you (or your family, etc.) have invested in or are considering investing in a private equity fund in which the Guardians is invested (or considering an investment). You must disclose all potential conflicts of interest prior to starting at the Guardians and on a six-monthly basis (discussed further in section 13 below). This includes any investment that could represent an actual or potential conflict of interest, plus any other issues which create an actual or potential conflict (e.g. a spouse who works for a Guardians supplier for instance an investment manager, counterparty, IT consultancy or caterers), you take another role, or start a business which may interfere with or conflict with your role (e.g. you provide investment advisory services to clients in the weekend or you take up directorships, trusteeships or similar governance roles).

13 DISCLOSURE OF INTERESTS

- 13.1 On joining the Guardians, you are required to provide a Personal Statement of the securities or derivatives in which you and/or people or entities over which you have influence or control in respect of the buying or selling of securities or derivatives, have a beneficial interest at that date. Examples of where you may have influence or control over people or entities are immediate family members, family trusts, executor of an estate, or investment companies.
- 13.2 You are also required to disclose any close personal relationships or any other matter that could give rise to an actual or perceived conflict of interest to ensure that such conflict or perceived conflict is appropriately managed in accordance with section 7 of the Code.
- 13.3 The form of Personal Statement is attached to this Code as Appendix 1.
- 13.4 At six monthly intervals, you must provide the CEO or nominee (on a confidential basis) an attestation that covers 1) certain trading activity and 2) conflicts of interests. This six-monthly attestation should include:

- (a) in relation to a security or derivative traded which in each case required prior written consent pursuant to section 3.14 of the Securities Trading Procedure at Appendix 2 of this Code:
 - (i) the name of the security or derivative traded;
 - (ii) the date on which the trade was carried out; and
 - (iii) whether it was a purchase or sale, and
- (b) any actual or potential conflicts of interest that have arisen or any applicable update to previously disclosed conflicts.

Remember, even if an investment does not need to be disclosed automatically under (a) (for instance, because it is an unlisted security that does not require pre-trade consent under the Securities Trading Procedure), if that investment separately creates an actual or potential conflict of interest then it still needs to be disclosed on that basis.

- 13.5 The trading activities provided at section 3.15 of the Securities Trading Procedure at Appendix 2 of this Code do not need to be disclosed unless they independently represent an actual or potential conflict of interest. In this case, disclosure must be made as soon as you become aware of the actual or potential conflict and as part of the six-monthly attestation.

14 POLITICAL PARTICIPATION

- 14.1 You need to ensure your participation in political matters does not bring you into conflict, or the appearance of conflict, with your role as an employee of the Guardians. It is important to maintain ministerial and public confidence in the actions you take in the administration of the Fund and (as applicable) the Elevate Fund. Determining what is appropriate, in any particular case, will depend on the extent of participation and the nature of the issue in which you wish to become involved. You should therefore seek guidance from the CEO before participating in any political issue that could reasonably be linked to your role as an employee of the Guardians.

15 AUTHORITY TO ACT

- 15.1 You must act within the authorities specified within your Job Description and the Delegated Authorities or those authorities expressly specified by the CEO from time to time.

16 CREDIT CARDS

- 16.1 Where you have been provided with a credit card issued by the Guardians, it is only to be used for expenses properly and reasonably incurred in fulfilling your duties as an employee of the Guardians. You are responsible for completing a reconciliation of your expenses with the monthly statement for the credit card, and providing receipts for each expense incurred.
- 16.2 Expenses charged against a company credit card are subject to the same approval criteria as if the expense were incurred by you as an individual and you were seeking reimbursement from the Guardians. Accordingly, where an expense has been incurred that, in the opinion of the CEO, is not an expense reasonably and properly incurred in fulfilling duties as an employee, you acknowledge personal responsibility for meeting that expense.

17 CUSTOMER LOYALTY PROGRAMMES

- 17.1 Potential conflicts of interest can arise from personal membership of customer loyalty programmes. As a public entity, the Guardians must have the confidence of the public that public money is spent without regard to any personal interest and you should ensure work-related purchasing decisions are kept separate from such schemes.
- 17.2 Airpoints accrued from flights may be collected by the employee travelling for their personal use. You only have discretion to choose the airline by which you travel if the cost is lower than alternative carriers or the cost difference is immaterial.

18 BENEFITS/HOSPITALITY/GIFTS/GRATUITIES

Context

- 18.1 The standing, and the perception of the standing, of the Guardians is extremely important to our continuing ability to fulfil our and the Fund's and Elevate Fund's legislated purposes. As such, we must ensure to act appropriately when offered gifts, rewards or benefits.
- 18.2 Lavish or unreasonable gifts or hospitality, whether these are given or received, are unacceptable as they can create the impression that we are trying to obtain or receive favourable business treatment by providing individuals with personal benefits. In addition, gifts and hospitality can themselves be a bribe. Staff must be careful to avoid even the appearance that the giving or accepting of gifts or hospitality might influence the decisions you take on behalf the Guardians.
- 18.3 However, we recognise that giving or receiving gifts or hospitality is often an important part of maintaining and developing business relationships. All gifts and hospitality should be for a genuine purpose, reasonable, given in the ordinary course of business and should comply with the guidance outlined in this policy. Hospitality at high end restaurants is not reasonable in the Crown context. As a guide the cost per head should be less than \$100.

Expected behaviour

18.4 You must:

- (a) observe the principles of fairness and impartiality in all aspects of your work;
- (b) ensure no person or organisation is given preferential treatment in any way over any other individual or organisation; and
- (c) avoid any situation that could directly or indirectly compromise, or be seen to compromise, the performance of your duties, or the standing of the organisation.

Gifts

18.5 You must not under any circumstances accept:

- (a) gifts, rewards, or benefits which might compromise, or be seen to compromise, your integrity or that of the Guardians; or
- (b) under any circumstances, offers of cash, equity holdings, or other payments.

18.6 As a general rule you should decline gifts with a value greater than NZ\$50 (per individual) where it is possible to do so (i.e. recognising that some gifts arrive unsolicited) and where doing so would not cause offence or embarrassment to the offerer.

18.7 Receiving a gift or hospitality may be appropriate, or unavoidable, in some circumstances. These can include, for example:

- (a) a formal gift from a peer fund or a national representative;
- (a) a gift to recognise speaking participation at a conference or forums; and
- (b) gifts that arrive unsolicited.

Hospitality

18.8 Accepting hospitality may be appropriate in some circumstances. These can include, for example:

- (a) a working meal or drinks function with a peer fund or incumbent manager, advisor, industry body or other service provider;
- (b) accommodation and/or transport offered as part of a conference the offerer is hosting;
- (c) ground transportation offered by a peer fund or incumbent manager, advisor, industry body or other service provider in order to expedite meetings and travel arrangements; and

- (d) social and networking activities (e.g. a round of golf or visit to a cultural site) offered as part of a conference or event to a wider group of attendees.

Remember the Context and Expected behaviour outlined above when accepting this hospitality.

- 18.9 Accepting hospitality may be inappropriate in some circumstances. These can include, for example:
- (a) during a tender, pre selection, due diligence, procurement or appointment situation;
 - (b) invitations to a sporting or general entertainment event; and
 - (c) paid social activities (e.g. a round of golf) in a one on one situation with an incumbent or prospective manager, advisor or other service provider.

Guidance notes

- 18.10 It is not possible to detail every circumstance under which gifts or hospitality might be offered. In all cases you are expected to use your judgement and consider the principles outlined in 18.4 above. You should be particularly cautious with regard to any invitations which could be construed as excessively lavish or extravagant.
- 18.11 You should apply heightened discretion where hospitality is offered by an incumbent or prospective manager, advisor or other service provider more than twice in any 12 month period. Before accepting any offer of hospitality you should ascertain whether there are issues with the particular manager, advisor or service provider of a nature that would make it inappropriate to accept hospitality from them.
- 18.12 You are encouraged to consider the total number of gifts or offers of hospitality that you accept, as well as considering each on its individual merits.
- 18.13 If you are invited to a sporting or general entertainment event, or to a paid social activity with an incumbent manager, advisor or other service provider, you may elect to attend at your own expense. If the event takes place during working hours you should take annual leave to cover the time involved.
- 18.14 There is a different (more relaxed) standard for hospitality with peer funds as we are not in a fee paying relationship with them and we are looking to build relationships with such funds. However, staff must still consider what might reasonably be seen as appropriate given the circumstances and in light of the overriding principles.
- 18.15 Gifts (other than items of trivial value such as pens) received become the property of the Guardians. The CEO may use discretion to decide that a gift can be retained by an individual staff member for example when receiving a personalised item.

18.16 You should assume that any non-incumbent manager, advisor or other service provider is in a tender, due diligence or appointment situation and therefore consider carefully whether accepting the hospitality is appropriate. Modest in-house working meals are fine as are attendance at drinks functions offered to a wider audience. If it is necessary to continue discussions over a meal at a restaurant you should pay for your share using your Guardians' credit card. In almost all other circumstances you should decline the offer of hospitality.

Approvals

18.17 You must seek approval (in advance and before you respond to the invitation unless that is impossible) from your Head, General Manager or the CEO¹ (using the [Gifts and Hospitality Register](#)) for:

(a) hospitality with an estimated cost in excess of NZ\$50 per person.

18.18 A reason must be provided for instances where an invitation was accepted and pre approval not obtained in advance.

Record Keeping – Gifts and Hospitality

18.19 The form of the Gifts and Hospitality Register will be approved by the CEO.

18.20 The [Gifts and Hospitality Register](#) will be accessible and all entries able to be viewed by all Guardians staff (on the intranet). As you know, we are subject to the Official Information Act, Parliamentary Questions and other requirements. In the event of such a requirement, the details (including individual names) in the Gift and Hospitality Register are likely to be made available.

18.21 You must:

- (a) record any hospitality with a value greater than NZ\$11 (regardless of who pays for it) in the [Gifts and Hospitality Register](#);
- (b) record any gift (other than trivial items such as pens) in the Gifts and Hospitality Register [including where you have declined it](#);
- (c) complete the [Gifts and Hospitality Register](#) as soon as is practicable and as accurately and completely as possible;
- (d) you must record any hospitality over \$NZ50 (regardless of who pays for it) in the [Gifts and Hospitality Register](#), including an estimate of the cost and where you have declined it; and
- (e) hand all gifts (other than trivial items) to the CEO's Executive Assistant;

¹ The CEO consults with the Chair of the Board as the Chair requires.

- (f) decline and record any offers received during a tender, due diligence or appointment or similar situation or where the incumbent manager, adviser or service provider has been put 'on watch'/benched or similar situation; and
- (g) record offers to you personally from conference organisers to attend an event free of charge and/or cover associated expenses (flights and accommodation) whether declined or accepted. You do NOT need to record where you are invited to a usual industry conference for free (e.g. invitations to us as asset owners to attend and present at a conference, attend a seminar or workshop). Where there are material amounts involved, e.g. international flights, international hotels then this should be disclosed.

18.22 It is your responsibility as the recipient of any hospitality to ensure that approval has been given.

18.23 Hospitality will be recorded in the [Gifts and Hospitality Register](#) under three bands:
NZ\$11 to NZ\$50
NZ\$51 to NZ\$100
Greater than NZ\$100

19 OWNERSHIP OF MATERIALS/INFORMATION

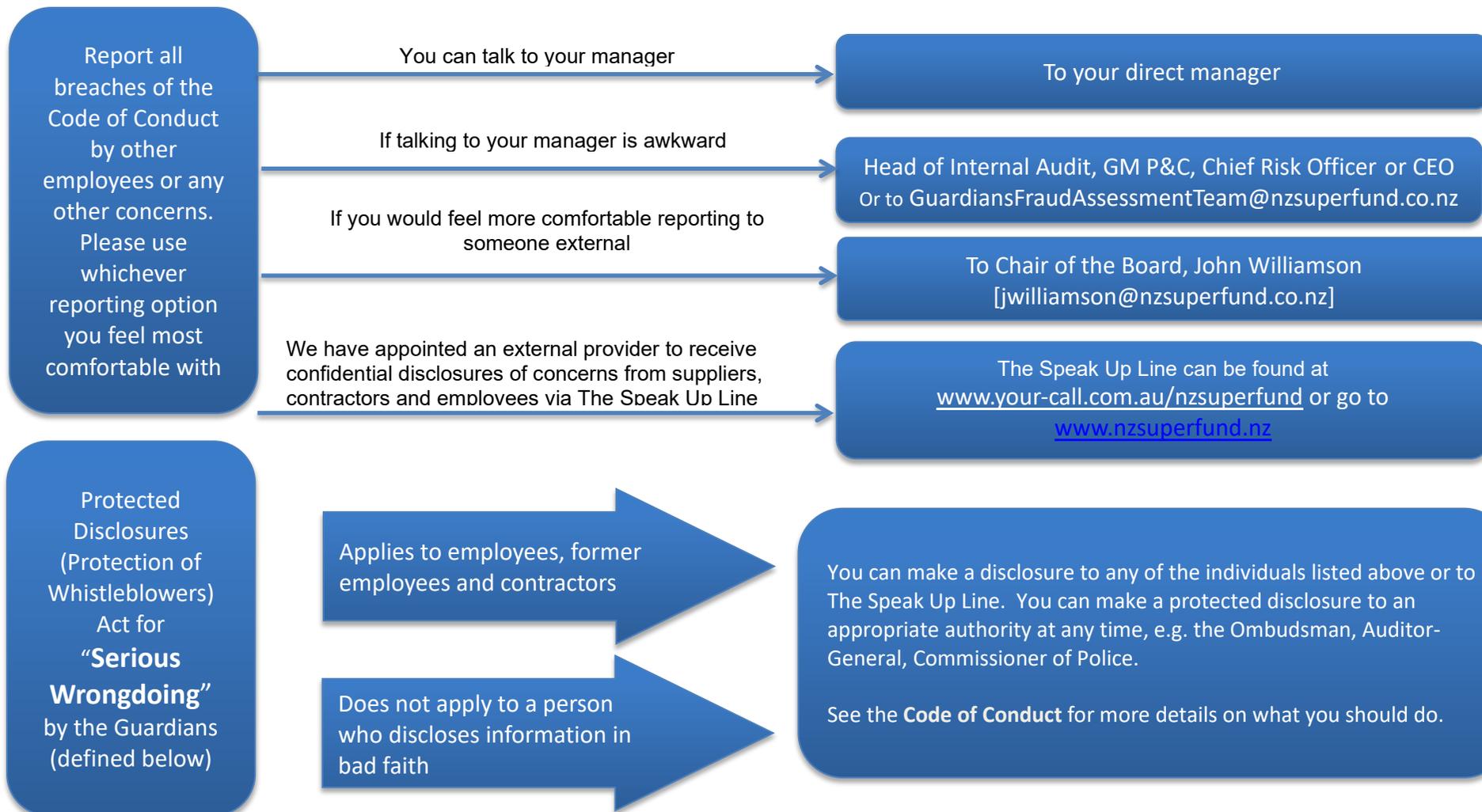
- 19.1 All work employees produce for the Guardians is the property of the Guardians, and the Guardians is entitled to any rights arising from this work.
- 19.2 This work includes all information and contact lists produced by you. These are confidential and belong to the Guardians and must not be used following termination of employment with the Guardians.

20 REPORTING BREACHES OF CONDUCT (WHISTLEBLOWING)

- 20.1 The Guardians is committed to conducting business in a manner which is safe, ethical, professional and compliant with the law. Provision of an accessible, transparent and robust Whistleblowing process which is used by employees and contractors in all appropriate circumstances is critical to this objective.
- 20.2 It is important to us that the Guardians and the Funds are protected from fraud, bribery, corruption or any other conduct that causes you or others to feel uncomfortable (for example, harassment, bullying or discrimination).
- 20.3 You are required to report all breaches by others of the Code of Conduct for Employees and Contractors. The Procedure for reporting is set out in section 10 (Reporting Concerns and Whistleblowing).
- 20.4 There are two types of Reporting or "Whistleblowing":

- (a) Reporting concerns or issues.
 - (b) Disclosures where you want to ensure you have the protection of the Protected Disclosures (Protection of Whistleblowers) Act 2022. These are described in more detail in section 21 below.
- 20.5 As noted below in section 20.10 there is an internal reporting mechanism and an external provider. Please use which ever option you feel most comfortable with. When using the 'Speak Up' line offered through the external reporting provider, the reports still go through to the same people as using the internal reporting mechanism. However, if the person making the disclosure requests anonymity, the external provider can provide this.
- 20.6 The Head of Internal Audit has responsibility for ensuring complaints escalated through Whistleblower channels are appropriately documented, investigated and responded to.
- 20.7 The Head of Internal Audit is responsible for ensuring Whistleblowing complaints are reported to the Chair and/or, Chair of the Audit & Risk Committee as soon as practicable and as appropriate.
- 20.8 The Chief Risk Officer has responsibility for maintaining adequate Whistleblower procedures.
- 20.9 In addition to the information contained within this Policy, supplementary information can be found at the Ombudsman New Zealand website

20.10 Reporting Concerns and Whistleblowing



“**Serious Wrongdoing**” includes any act, omission or course of conduct by the Guardians that is:

- a) an offence;
- b) a serious risk to public health, public safety, the health or safety of an individual or the environment;
- c) a serious risk to the maintenance of the law;
- d) an unlawful, corrupt or irregular use of public money or resources; or
- e) oppressive, unlawfully discriminatory, grossly negligent or gross mismanagement.

1. PROTECTED DISCLOSURES (PROTECTION OF WHISTLEBLOWERS) ACT 2022 (“Protected Disclosures Act”)

The Protected Disclosures Act facilitates the disclosure and investigation of serious wrongdoing in the workplace by providing certain protections to the person who reports concerns (the whistleblower).

What type of issues does the Protected Disclosures Act apply to?

- 1.1 The Protected Disclosures Act applies to disclosures of serious wrongdoing. Serious wrongdoing includes any act, omission or course of conduct by the Guardians that is:
- (a) an offence;
 - (b) a serious risk to public health or safety, the health or safety of an individual or the environment;
 - (c) a serious risk to the maintenance of the law;
 - (d) an unlawful, corrupt or irregular use of public money or resources; or
 - (e) oppressive, unlawfully discriminatory, grossly negligent or gross mismanagement.
- 1.2 Reporting a concern will be a protected disclosure under the Protected Disclosures Act if:
- (a) the information the whistleblower is disclosing is about a serious wrongdoing in or by the Guardians;
 - (b) the whistleblower reasonably believes that there has been serious wrongdoing by the Guardians;
 - (c) the information is disclosed in accordance with the Protected Disclosures Act and Guardians’ procedures; and
 - (d) the whistleblower does not disclose the information in bad faith.

Protections under the Protected Disclosures Act

- 1.3 Where a whistleblower discloses serious wrongdoing in accordance with the Protected Disclosures Act they will receive certain protections. In brief terms, the protections include:
- (a) protection against retaliation or being treated less favourably by Guardians because of making a protected disclosure; and
 - (b) immunity from civil, criminal and disciplinary proceedings (e.g. disclosing in breach of confidentiality obligations).
- 1.4 The person who receives a protected disclosure must use their best endeavours not to disclose information that might identify the whistleblower. Guardians may disclose the whistleblower’s identity if the whistleblower consents to the release of the information or the recipient reasonably believes that the disclosure is essential:
- (a) for the effective investigation of the allegations; or
 - (b) to prevent serious risk to public health or safety, the health and safety of an individual or the environment;
 - (c) having regard to the principles of natural justice; or
 - (d) to an investigation by a law enforcement or regulatory body.

Guardians will, where practicable, consult with the whistleblower about any release and will inform the whistleblower after any information is released.

How do I make a protected disclosure?

- 1.5 Employees who wish to make a protected disclosure should use the internal procedures for making a whistleblowing complaint set out above. Employees may also make a protected disclosure to an appropriate authority at any time (ie Commissioner of Police, Auditor-General or Director of the Serious Fraud Office).

A whistleblower will not have any protection under the Protected Disclosures Act if they disclose to the media or on social media before disclosing to Guardians or an appropriate authority.

What is the process when you make a protected disclosure?

- 1.6 Within 20 working days of receiving a disclosure, Guardians will:
- (a) acknowledge receipt of the disclosure;
 - (b) consider the disclosure and whether it warrants investigation;
 - (c) check with the discloser if the disclosure has been made elsewhere (and any outcome);
 - (d) deal with the matter, by:
 - i. investigating the disclosure;
 - ii. addressing any serious wrongdoing by acting or recommending actions;
 - iii. referring the disclosure to an appropriate authority after consultation with the whistleblower; or
 - iv. deciding that no action is required, and
 - (e) inform the whistleblower, with reasons, about how they are handling the matter.
- 1.7 Where it is impracticable to deal with the matter within 20 working days Guardians will let the whistleblower know how long they expect it to take and will keep the whistleblower updated on progress.
- 1.8 If Guardians decides no action is required it will let the whistleblower know and explain the reasons.
- 1.9 Guardians will ensure dedicated support is in place, appropriate to the circumstances, for managing the welfare of the whistleblower, and ensure they feel adequately supported. Whistleblowers may seek support from any of Guardians' EAP providers at any time.
- 1.10 The Ombudsman can provide information and guidance to individuals considering making, or who have made, a disclosure under the Protected Disclosures Act. The Ombudsman's website contains useful guidance for individuals including contact details <https://www.ombudsman.parliament.nz>
- 1.11 If the whistleblower doesn't believe their disclosure is being adequately addressed they can make the disclosure to:
- (a) an appropriate authority, including an Ombudsman; or
 - (b) a Minister.

2. BREACH OF THIS CODE OF CONDUCT

- 2.1 Any breach of this Code may result in disciplinary action, which could include summary termination of employment for serious misconduct.

Approved by CEO on 11 February 2016, amended 11 December 2018, 11 June 2019, 19 February 2021, 24 June 2021, 24 February 2022, 22 March 2022, 16 May 2022, 29 May 2022, 30 June 2022 and 3 August 2022.

Appendix 1 - Personal Statement

PERSONAL STATEMENT OF INTERESTS

<p>NAME: _____ Statement as at: _____ / _____ / _____</p>
<p>Conflicts of Interest Disclosure</p> <p><i>A conflict of interest may exist where you are in a position to take any action that is, or reasonably appears to be, influenced by consideration other than the best interests of the Guardians and Fund or Elevate Fund (as applicable), whether or not you stand to derive a financial benefit.</i></p>
<p>I have the following close personal relationships or other matters that could give rise to an actual or perceived conflict of interest or write Nil:</p>
•
•
•
•
•
•
•
(continue overleaf if required)
<p>Partner/Spouse Role</p> <p><i>Advise the role of your partner/spouse so that we can assess whether or not there is any overlap between the partner/spouse's role and the Guardians' activities which may need to be managed. For further information on how this information will be used and protected refer to paragraph 7 of Schedule 3 (Conflicts of Interest) and Schedule 12 (Privacy). You may have already covered this above having identified the overlap yourself. In that case you do not need to repeat.</i></p> <p>My partner/spouse has the following role at the following organisation:</p>
•
<p>Securities Disclosure</p> <p><i>Please refer to the Code for further details on the nature of securities (including derivatives) to be disclosed. The Securities Trading Procedure also sets out the pre-trade consent process for personal securities trades.</i></p>

I, and/or people or entities over which I have influence or control over in the buying or selling of securities (e.g. family, joint trading with a family member or friend, family trust or family investment company) have a beneficial interest in the following securities or write **Nil**.

Name of security (including any derivatives) only – no quantity or values are required

•
•
•
•
•
(continue overleaf if required)

Signed _____

Date _ / _ / _

Sighted by manager _____

Date _ / _ / _

Appendix 2

Securities Trading Procedure

Document Owner:

Chief Executive Officer

Contributors:

Head of Risk

General Counsel

Document Handling:

This document is for **Internal Use Only (C2)** but may be forwarded to external parties if appropriate.

Document History:

Version	Date	Author/Editor	Changes/Modifications	Status
1.0	23 Oct 2007	Mark Thomas	Original Version	WIP
1.1	15 Feb 2008	Sarah Owen	Legal Input	Draft for ARC
1.2	3 Mar 2008	Sarah Owen	ARC and other Input	Draft for Board
1.3	22 Jun 2009	Sarah Owen	Changes in light of Project House approved by Board 22 June 2009	Approved
1.4	10 May 2010	Sarah Owen	Changes recommended by LT	Approved by Board
1.5	26 Nov 2013	Sarah Owen	Rewrite to simplify and minor changes.	Approved by CEO
1.6	11 Mar 2015	Sarah Owen	Minor updates due to changes in legislation	Sarah Owen
1.7	9 Dec 2015	Sarah Owen	Increase the threshold before Pre Trade Consent is required for NZD currency trades from NZ\$10k to NZ\$50k in light of the reduced risk of 'front running'.	Approved by CEO
1.8	5 May 2016	Debbie Bush	Correct the Securities trading Procedure (paragraph 9.31) to remove ambiguity and better reflect the controls in place.	Approved by CEO
1.9	20 October 2016	Debbie Bush	Include new procedure regarding inside information with regard to Issuers included in main indices. Include new procedure for recording decisions made with regard to the Control Lists. Update to terminology.	Approved by CEO
1.10	11 June 2019	Debbie Heath	Updates to clarify Conflicts of Interests obligations and disclosures	Approved by CEO
1.11	17 March 2020	Sarah Gold	Replacement of NZD currency trade pre-consent requirement with \$500k post-trade reporting limit, quarterly attestations with six-monthly, and other administrative updates.	Approved by CEO
1.12	19 February 2020	Adrien Hunter, Brendon Forbes, Andy Smith	Expanded to cover Elevate Fund	Approved by CEO
2.0	8 June 2021	Sarah Gold	Procedure redraft, including: removing pre-trade consent other than for single stocks; defining large listed issuers for referral to GMPC and CIO (other than NZX only); consent for no effective	Approved by CEO

			change in beneficial interest; replacing 48 hours to trade with two business days; and clarifying personal investments with Guardians investment managers require conflict notification.	
2.1	29 May 2022	Sarah Gold	Changing references from Head of Legal to General Counsel and clarifying purpose of attestation process.	Approved by CEO
2.2	August 2022		Minor update to reflect GM Finance & Investment Operations role title change to GM Strategy & Shared Services	Approved by CEO
2.3	13 December 2023	Debbie Heath	Minor updates to replace wording and add once sentence in relation to information access	Approved by CEO
2.4	2 February 2024	Adrien Hunter/Michael Mitchell	Minor update to practical processes regarding Staff Control List	Approved by CEO
2.5	26 March 2024	Adrien Hunter	Update to include self-select KiwiSaver schemes	Approved by CEO
2.6	1 November 2024	Adrien Hunter/Jess Juby	Update to remove need to disclose trading that does not require consent in six-monthly attestation	Approved by CEO

1 Background and Guardians' position

- 1.1 In recognition of Guardians' position as a Crown entity, subject to public scrutiny and accountable to all of New Zealand, and Guardians' standing in the financial markets, particularly in New Zealand, Guardians has in place this Procedure to protect the reputation and position of Guardians and its employees and contractors against the risks of insider trading, tipping, and market manipulation.
- 1.2 This Procedure is consistent with the ethical and professional behaviour the Guardians expects of its employees and contractors, particularly in relation to not enriching themselves or others while conducting Guardians' business, treating information with care, and using information for proper purposes, each as more fully described in the Code.
- 1.3 Trading controls are designed to:
- reduce the risk to you, other team members or Board Members of being charged with insider trading offences or subjected to civil proceedings, under the FMCA or equivalent offshore legislation;
 - reduce the risk of Guardians inadvertently tipping you, other team members, or Board Members;
 - protect the Guardians' reputation by reducing the risk that you, other team members, or Board Members use (or are perceived to be using) non-public information inappropriately; and
 - aid in managing any perceived or actual conflict of interest by you, other team members, or Board Members with the activities of the Guardians.
- 1.4 This Procedure does not replace your obligations under securities trading laws and does not anticipate every factual scenario. The Code obligations of confidentiality and the ban on using information for personal gain apply when buying any securities, whether listed or unlisted.² Ultimately, you are responsible for understanding and ensuring you comply with the law and you may wish to have self-enforced personal constraints over and above the trading controls set out in this Procedure. If you are not sure what to do in a particular situation please seek advice from Legal.
- 1.5 Failure to comply with this Procedure may be treated as serious misconduct, which could result in summary dismissal.
- 1.6 This Procedure uses the following defined terms:
- Code** means the Code of Conduct for Employees and Contractors and Board Code of Conduct.
- Control List** means the Fund Control List and the Staff Control List.
- Elevate Fund** means the Elevate NZ Venture Fund, the venture capital fund established under the Venture Capital Fund Act 2019.
- FMCA** means the Financial Markets Conduct Act 2013.

² For example, these Code obligations may apply to personal trading of New Zealand units (NZUs) under the climate change emissions trading scheme (ETS) (NZUs not currently being listed in NZ).

Fund Control List means the list of all securities that cannot be traded by Authorised Dealers for the Guardians on behalf of the Fund.

Generally available to the market is information available to investors who commonly invest in the relevant securities. The information must be distributed in a way that would, or would be likely to, bring the information to investors' attention and enough time must have passed for the information to be disseminated among those persons. Examples of generally available information are: stock exchange announcements (deemed to be generally available immediately); major daily newspapers; public social media/internet posts and analysts' reports.

Information insider: A person who has "material information": (1) relating to a listed issuer or quoted derivative; (2) that is not generally available to the market, (3) knows, or ought reasonably to know, that the information is material, and (4) knows, or ought reasonably to know, that the information is not generally available to the market, will be an information insider of that issuer or in relation to that derivative. **Inside information** is the information an information insider has that makes them an information insider.

Inside Information Wall means an arrangement that could reasonably be expected to ensure no Board Member or team member who took part in the decision to trade the financial products (or to advise or encourage) received, or had access to, the inside information, or was influenced, in relation to that decision, by an individual who had the information.

IPO Securities means unlisted securities offered to members of the public under an initial public offer (IPO) where the securities will become listed on completion of the IPO.

A **large listed issuer** is an issuer having total weight equivalent to $\geq 2\%$ of a tradeable index other than an issuer with only a NZX listing (because NZ indices are not traded by the Fund).

Listed Securities means securities listed in NZ or overseas on any recognised stock exchange, authorised futures exchange or the Fonterra Shareholders' Market.

Material information is, in relation to a listed issuer or quoted derivative (or its underlying or issuer), information that a reasonable person (note: not "you") would expect, if that information were generally available to the market, could (note: not "would") have a material effect on the price of one or more listed securities. Material information relates to particular financial products or underlyings, and to a particular issuer or issuers (rather than to financial products or underlyings generally, or issuers, generally). For example: a profit warning or take-over bid; Guardians' interest in the securities (e.g. in building a position); a proposed transaction between the Guardians and a public issuer or an actual or potential shareholder of that issuer.

A **public issuer** is a person (e.g. company) who is (or was) party to a listing agreement with a licenced market operator (e.g. NZX Limited) in relation to a licenced market.

Related Persons means, any person (including an entity) whose investment decisions may be influenced or controlled by an employee or contractor. For example:

- a spouse, de facto partner or dependent child of an employee or contractor controlled or influenced by that employee/contractor when it comes to making investment decisions (e.g. they operate a joint share trading account or discuss which securities to buy, sell or hold).
- a company or family trust controlled or influenced by an employee or contractor in its investment decisions (e.g. because the company's directors/partners are family members of the employee/contractor).

Security means any financial product and includes shares, co-operative shares, stocks, units, partnership interests, interests in REITs, rights, bonds, notes, commercial paper, certificates of deposit, futures contracts, derivatives, indices, and exchange traded funds.

Staff Control List means the list of securities that cannot be traded by employees or contractors.

Tipping occurs when there is disclosure of inside information to a third party who the information insider knows, or ought reasonably to know, or believes that person will or is likely to: trade securities of the public issuer to which that information relates; or advise or encourage another person to trade or hold those securities.

Trade includes applying for, acquiring or disposing of securities (or agreeing to do so) whether for yourself or on behalf of another person. Trading does not include receipt of securities by inheritance or gift.

2 Financial Markets Conduct Act 2013

- 2.1 The FMCA provides for the following in relation to certain securities (including certain derivatives):
- regulates the disclosure of substantial interests;
 - prohibits activity that distorts market perception (market manipulation) i.e. prohibits the distribution of false or misleading statements and activities that create a false or misleading appearance of trading in a security; and
 - provides that an information insider must not:
 - trade; or
 - tip i.e. directly or indirectly disclose inside information in relation to or advise or encourage trading or holding.
- 2.2 A breach of the FMCA can result in both criminal and civil liability.
- 2.3 Most other jurisdictions also have similar regulation of insider trading and other securities markets conduct (and there are also differences across jurisdictions e.g. in Australia, unlisted securities offered as part of an initial public offer fall within the prohibition on insider trading).

Defences

- 2.4 There are limited exemptions and defences from insider trading. The most relevant exemptions and defences under the FMCA are:
- No knowledge of having traded: under this defence you must show, on the balance of probabilities, that you did not know, and could not reasonably be expected to know, you traded in securities. For example, when a blind trust trades securities on your behalf, or, in the case of the Guardians, when the Guardians appoints an investment manager who has absolute discretion to trade securities on behalf of the Guardians.
 - Obtaining the information from independent research and analysis: other than when the base information has been sourced directly or indirectly from the public issuer.

- Inside Information Wall (referred to in section 261 of the FMCA as the “Chinese wall defence”): unlike many financial institutions, this is not a defence the Guardians would usually seek to rely on (discussed further below).
- Disclosure required by law: for example mandatory disclosure of inside information by the Guardians to its auditors in accordance with the Crown Entities Act.
- Knowledge of own intentions or activities: the Guardians can trade to implement its own intentions or activities when trading securities of a public issuer, for example, when making a takeover offer for a listed issuer.

2.5 Ignorance is not a defence. It does not matter if you do not actually believe or realise information received is inside information. If you ought reasonably to have known the information is material information and that is not generally available to the market then you are considered an information insider.

2.6 You may also be considered an information insider even if you were not actually aware you had received inside information. For example, through receiving a board paper or investment committee paper that you may not have analysed or read.

2.7 It does not matter how the information insider receives the inside information. Information could be received in a work context or informally at a social or family function. It does not have to be received directly from the relevant issuer. In certain circumstances, when employees or contractors have inside information, Guardians may also be deemed an information insider. If one person in the team is an information insider, we usually assume that we are all information insiders.

Substantial product holder disclosures

2.8 The Guardians’ custodian keeps a register of all Guardians security holdings and makes sure that, where the Guardians has a relevant interest, substantial product holder notices are filed with the relevant public issuer and exchange immediately.

2.9 Under the FMCA, public issuers may also request the Guardians to disclose information. Any such requests should be immediately provided to the GM Strategy and Shared Services or Head of Investment Operations.

2.10 The Guardians may be requested to file substantial product holder notices by the Crown, the beneficial owner of the Fund’s and Elevate Fund’s assets. There is a separate protocol for this (Operations and Legal manage this protocol).

Market Manipulation

2.11 Board Members, employees and contractors must not distribute false or misleading statements about a security nor engage in activities that create a false or misleading appearance of trading in a security.

3 Guardians Procedures

3.1 In light of the above legal requirements, the Guardians has the following steps in place to reduce the risk of breaching securities trading laws:

- training and education;
- careful consideration of whether to be (or we have been) made an insider, and maintenance of Control Lists;
- Inside Information Walls: information barriers between: (i) the Board and Guardians employees and contractors; and (ii) the Guardians and its external Investment Managers; and
- trading controls to regulate personal trading, i.e. pre-trade consent requirements, and attestation requirements (discussed further below).

Training and education

- 3.2 Training and education will be made available to you on a regular basis, including the information in this Procedure and the ongoing availability of Legal to answer your questions.
- 3.3 However, you are responsible for your own knowledge and understanding of, and compliance with, the law, particularly if you are involved in trading (for yourself or the Guardians) or you are in a role where you are more likely to be made an information insider.

Being made an Insider and Control Lists

- 3.4 At times, as part of the Guardians' role in assessing opportunities (or because of its own activities), you may be made an information insider. You and all other members of our team may from time to time hold inside information. Just as importantly, you can also be perceived or deemed to have inside information. Being made an information insider is not of itself illegal and is sometimes necessary for us to do our job. It is what you do after being made an insider that matters.
- 3.5 If you become aware of inside information, whether as part of a Guardians' transaction or otherwise (including personal activities), you must ensure it is managed in accordance with this Procedure and the law.
- 3.6 Firstly, avoid inadvertently becoming an insider. Where practical, avoid situations where you may be made an information insider unless it is a conscious choice by the Guardians. Do not be shy about asking people whether they are intending to make you an information insider before a meeting/telephone conversation starts. Make sure you discuss with them prior to the call whether they are going to give you inside information. Tell those who you are meeting that the Guardians do not usually have Inside Information Walls in place between teams. You should only be dealing with people who understand the importance of this issue. The Guardians can then decide whether or not we wish to be made an insider. Otherwise, you may end up being fixed with inside information which may limit the ability of the Guardians to trade even though there was no need or benefit (e.g. no assessment of an opportunity required).
- 3.7 Where inside information might be received but has not yet been received, the relevant business owner, the General Counsel and the Head of Risk (or, if the Head of Risk is not available, Chief Risk Officer) (and potentially CIO and GM Portfolio Completion as further discussed below) should together assess the situation and decide whether: (i) we want to receive that information; and (ii) the information (if known) is inside

information, and the Head of Risk will then decide whether the relevant securities of the public issuer concerned should be included on the Control Lists (discussed below). If you are going to be made an insider, put a Confidentiality Agreement in place to provide formality around what will be disclosed.

- 3.8 In addition, where an investment opportunity or other situation arises that involves material non-public information about a large listed issuer³, both the CIO and GM Portfolio Completion should assess the opportunity on a case by case basis. The general rule is that we do not become insiders with regard to large listed issuers that are included in the main indices traded by the Fund. Any exception to this general rule should be approved by both the CIO and GM Portfolio Completion.
- 3.9 If you think you have or might have inside information (regardless of the source of that information) then you must immediately inform the Head of Risk or General Counsel as above. If you have inside information the relevant security (e.g. company) will be put on the Control Lists (and will be unable to be traded by employees, contractors or the Fund).
- 3.10 Where you think you might have inside information but upon analysis by the relevant business owner, the Head of Risk and General Counsel it is decided that the information is not inside information (and that the relevant security does not need to be restricted), a file note detailing the reasons for that determination should be provided by the relevant business owner in writing to Operational Compliance (by email to stafftrades@nzsuperfund.co.nz) to be stored on the internal register. Similarly, where a security has been included on the Control Lists, the basis for any decision to remove that security from the Control Lists should be recorded against that security on the Control Lists.
- 3.11 If you are not sure whether you have been made an insider or you have any concerns at all about any information you have been told or received please see Legal or the Head of Risk as soon as possible. It is much better for you personally and for the Guardians to identify the issue and decide the best response to it. Remember – the implications of getting it wrong are very serious for you personally and also for the Guardians. Whereas putting a security on the Control Lists (i.e. no trading by employees, contractors or the Guardians of that security) is in most cases immaterial in the context of the Fund as a whole. It is not a risk worth taking.

Control Lists and inability to trade

- 3.12 The Staff Control List is a list of all securities that cannot be traded by employees or contractors. It helps protect staff from insider trading risks and allows the Guardians to manage potential conflicts of interest that can arise where the Guardians and employees/contractors wish to trade the same product. Because Guardians has an active in-house New Zealand equities team, certain New Zealand listed securities will be on the Staff Control List and unable to be traded from time to time. Investment professionals who are considering significant trading activity for the Fund in relation to

³ A “large listed issuer” is an issuer having total weight equivalent to $\geq 2\%$ of a tradeable index other than an issuer with only a NZX listing (because NZ indices are not traded by the Fund).

any Listed Securities or IPO Securities (for instance if participating in a substantial block trade, underwriting a capital raise or seeking to materially move a position size) should consider discussing with the Head of Risk or Legal whether it is appropriate to add the security to the Staff Control List. When a security is included on the Staff Control List, any request for pre-trade consent on that security will be automatically declined.

- 3.13 The Fund Control List is a list of all securities that cannot be traded by Authorised Dealers for the Guardians on behalf of the Fund. When a security is included on the Fund Control List, Authorised Dealers⁴ will not be able to trade that security for the Guardians on behalf of the Fund. This requirement will also need to be recognised in the internal investment mandate. Authorised Dealers must consult the Fund Control List before executing any trade in any public issuer on behalf of the Guardians for the Fund.

If an extreme scenario were to arise that meant the Guardians may be considered an insider in relation to an index or exchange-traded fund, we may issue a general reminder to all employees and contractors about securities trading obligations (rather than a notice restricting a specific security or index)

Trading Controls

- 3.14 You (and your Related Persons) must have prior written consent from the Head of Risk (or nominee) to trade:
- single name securities listed in NZ or overseas on any recognised stock exchange, authorised futures exchange or the Fonterra Shareholders' Market (Listed Securities), for example, listed shares, stocks, co-operative shares, units in unit trusts, partnership interests, interest in REITs, rights, notes and corporate debt;
 - single name unlisted securities offered to members of the public under an initial public offer (IPO) where the securities will become listed on completion of the IPO (IPO Securities);
 - derivatives (whether over-the-counter or exchange traded) created over or in respect of any single name Listed Securities or single name IPO Securities, for example, futures, options, warrants, credit default swaps, issued or created over or in respect of any Listed Securities or IPO Securities; or
 - rights or entitlements to receive any single name Listed Securities or single name IPO Securities,
- other than the limited exceptions set out in section 3.15 below.
- 3.15 This Procedure does not restrict (and therefore pre-trade consent is not required for):
- trades in funds or investments representing a basket of assets (i.e. representing more than a single name security), for example, exchange-traded funds (ETFs), index funds (options, futures or other products that track published indices), unit of open-ended mutual funds or collective investment schemes, pooled funds, superannuation funds;
 - derivatives that are not quoted nor issued or created over, or in respect of, a particular Listed Security or IPO Security, for example, exchange traded futures or an unlisted derivative that tracks an index;
 - currency trades, e.g. NZD, government bonds, bank bills, negotiable certificates of deposit or bank deposits or cryptocurrency;

⁴ As defined in the Portfolio Completion and Internally Managed Securities Policy.

- any acquisition or disposal of Listed Securities or IPO Securities (or their derivatives) by gift or inheritance;
 - any investment where you (or your Related Person) have no influence or control over the investment once trading has commenced e.g. KiwiSaver (other than self-select KiwiSaver schemes where members can select underlying investments in specific single name securities), blind trust, appointment of a discretionary investment manager;
 - the disposal of any Listed Securities or IPO Securities through accepting a takeover offer made under the Takeovers Code or that results from a scheme of arrangement approved under the Companies Act 1993;
 - voting in respect of Listed Securities or IPO Securities;
 - taking up any rights or other entitlements to receive new securities to be issued by the issuer of Listed Securities or IPO Securities, for example, participating in a rights issue or dividend reinvestment plan offered by an issuer (note that acquiring or disposing of rights or entitlements on the relevant exchange will require pre-trade consent); and
 - trading that results in no effective change to the beneficial interest in the relevant security for personal planning purposes (for example, transfers of securities already held into a superannuation fund or trust of which the employee or contractor is a beneficiary).
- 3.16 Remember, pre-trade consent is not the only requirement to consider when entering into personal trades. You should also consider your obligations under the Code, for example, any conflicts of interest that would require disclosure, not using Guardians information for personal gain, keeping information confidential and only using it for a proper purpose. For example, where an employee or contractor invests personally through an investment manager that is also engaged by the Guardians, this may be a perceived conflict due to their role at the Guardians, and should therefore be notified to conflicts@nzsuperfund.co.nz so that appropriate protocols can be put in place if required.
- 3.17 If you are not sure whether you (or your related persons) are able to trade or need consent, seek clarification from the Head of Risk or General Counsel.
- 3.18 To seek consent, you must complete a pre-trade consent form and email it to stafftrades@nzsuperfund.co.nz. This form is available on the intranet (and attached as Appendix 1).
- 3.19 The consent: (i) must be in writing (which includes email) to be valid; and (ii) will be valid for a period of two business days³ from when the consent is given.
- 3.20 A request for consent to trade securities may be refused at the Head of Risk's absolute discretion. No reason need be given. If consent is granted, no reason need be given.
- 3.21 You must provide a copy of the trade confirmation in respect of the approval to stafftrades@nzsuperfund.co.nz within one week of the date the securities were traded.

³ You must complete your order within the two business days however in certain circumstances the Head of Risk can allow an extension to this timeframe. Once your order is placed, you cannot change your order without getting another pre-trade consent.

- 3.22 Once acquired, the securities must be held for at least three months.
- 3.23 A register of requests for trades, and the responses to the requests, will be kept by a person determined by the Chief Risk Officer.
- 3.24 Guardians reserves the right to require the reversal of any transaction(s) where that transaction(s) breaches any relevant Guardians policy or conflicts with the interests of Guardians. The cost of any reversal (including but not limited to brokerage, exchange and other fees, interest and capital), will be borne in full by the employee or contractor and cannot be reclaimed from the Guardians.
- 3.25 Board Members may (but are not obliged to) seek consent to trade securities. The process for pre-trade consents outlined above also applies to Board Members who choose to seek consent.
- 3.26 Confirmation of personal trading will be sought from all employees and contractors on a six-monthly basis as part of the attestation process. The attestation process is designed to capture trading covered by section 3.14 of the Code that has been undertaken in the relevant period.

Inside Information Walls

No Inside Information Wall Within the Team

- 3.27 The Guardians do not usually rely on the Inside Information Wall defence (referred to as the 'Chinese wall defence' in section 261 of the FMCA). We have made a very conscious decision to promote collaboration across teams as we believe that in most cases the value of this outweighs the costs of not having this defence available. Accordingly, in most cases we assume that if one member of the team is an information insider, then everyone is an information insider.
- 3.28 Arrangements of the kind described below would need to be in place, which is likely to require pre-agreed written protocols to be implemented, if we did wish to implement Inside Information Walls for a particular matter.

Inside Information Wall between Employees/Contractors and Board

- 3.29 We do have an Inside Information Wall between employees (and contractors) and Guardians Board Members. This is because:
- we (the Guardians) do not want to be deemed to have the information that Board Members have. Board Members may at times be insiders due to information obtained outside the Guardians, for instance because they are directors of listed companies. If we did not have an Inside Information Wall in place then the Guardians may be deemed to be insiders too and would be unable to trade listed securities in those companies.

- Board Members do not want to become insiders every time the Guardians becomes an insider when this is unnecessary for them and may interfere with their other directorships.
- 3.30 To rely on the Inside Information Wall defence, it is critical that both you and the Board Members strictly comply with the following practices and procedures (and any others we may need to implement from time to time). In particular:
- All material communication with Board Members is via the Chief Executive Officer⁵. Do not have meetings or phone calls relating to any investment with Board Members unless you have the Chief Executive's prior consent.
 - We may use sub-committees of the Board to better ring fence (and show we are doing so) information from those Board Members who may be insiders from time to time (e.g. on the Board of an NZX listed company).
 - We ensure the Board has its own portal to access board papers and information (Diligent) and has no access to the Guardians' IT systems.
 - We hold Board and Committee meetings in meeting rooms separated from where the Guardians team is working.
 - You must strictly comply with the Communications Policy in respect of information management and use of technology.
- 3.31 For the Inside Information Wall to be effective, we need to show that:
- arrangements are in place that could reasonably be expected to ensure no Board Member or team member who took part in the decision to trade the financial products (or to advise or encourage) received, or had access to the inside information, or was influenced, in relation to that decision, by an individual who had the information; and
 - no Board Member or team member who took part in the decision received, or had access to, the inside information, or was influenced, in relation to that decision, by an individual who had the information; and
 - every Board Member or team member involved in the decision acted in accordance with the Inside Information Wall.
- 3.32 Sometimes management do make some or all the Board Members information insiders. It may be necessary to do that so that the Board is informed of particular issues that it should be informed about. Such information should be accompanied by a clear statement that it is "Inside Information" so that the Board Members know they are insiders. Legal must be advised before any non-public, price sensitive information is disclosed to Board Members.
- 3.33 Where management has been provided with written confirmation from a Board Member that they have a particular interest related to a matter the Guardians are considering,

⁵ Direct communications from the Head of Internal Audit and via the "Whistle-blowing Procedures" are appropriate exceptions to this control.

then management will take reasonable steps to implement an Inside Information Wall in respect of that Board Member.

- 3.34 However, the Board Member remains responsible for complying with the FMCA. This may require the Board Member, if they are a director of a third party, to take their own legal advice and/or recuse themselves from that third party's deliberations or decisions about the relevant issuer or security.

Inside Information Walls between Investment Managers and the Guardians

- 3.35 There must be no inside information passed from:
- external investment managers to the Guardians; or
 - the Guardians to its external investment managers.
- 3.36 The investment management agreements Guardians has with its investment managers record this requirement. In addition, ensure you do not ask questions of, have discussions with, or do due diligence on, an investment manager in a manner that would expose you to inside information. If you are made an insider despite these efforts, follow the above Procedures in relation to being made an Insider and Control Lists.
- 3.37 We have Document Management access controls to ensure the NZ Equities Team cannot access information received from the Guardians' external New Zealand listed equities managers. However, in most cases this cannot be relied upon as an Inside Information Wall given the teams remain in close physical proximity. Also, portfolio holdings information is available across Guardians' teams, including holdings in the externally managed equities mandates.

Working with other shareholders – get advice

This Procedure addresses securities dealing conduct. However, particularly for those dealing with other shareholders (e.g. other Crown Financial Institutions or as part of a responsible investment shareholder engagement process), it is also important to bear in mind other relevant legal requirements that could impact Guardians. For instance, you should ensure that you understand the rules under the Takeovers Code so that you do not make the Guardians an associate of other shareholders by acting together or in concert. Please see Legal for more information.

4 Related Codes and Policies

- 4.1 The following policies are related to this Procedure:
- People & Culture Policy: Code of Conduct for Employees and Contractors;
 - Board Charter including Code of Conduct;
 - Communications Policy; and
 - Portfolio Completion and Internally Managed Securities Policy.

Appendix 1 – Employee/Contractor Pre-Trade Consent Form

Please complete in full before submitting to stafftrades@nzsuperfund.co.nz as a pdf, or by hand to Operational Compliance for approval. Approvals are valid for 2 business days from when given. Approvals will not normally be granted for securities on the Fund Control List or in situations where a conflict of interest exists. Approvals will be confirmed by email.

Date:	
Employee/Contractor name:	
Trade:*	
Buy or Sell:	
Quantity:**	

* Include the name of security or derivative

**Total size by quantity and approximate value of the existing holding (if any) in the security in question - if none, then please state "none":

Employee/Contractor Certificate

I hereby confirm that:

- (i) I am not in possession of any material non-public, price sensitive information (inside information) related to any of the issuers or securities indicated above; and
- (ii) the transaction(s) requested above does not conflict with my duties to Guardians or with any policies or procedures of the Guardians; and
- (iii) if this consent relates to a sale of securities or derivatives, I have held such securities or derivatives for at least three months; and
- (iv) I acknowledge that I am responsible for compliance with all laws and the receipt of an approval to trade does not alter this responsibility.

Employee/Contractor signature _____

Date: _____

Operational Compliance Approval _____

Date: _____

Note: Guardians employee, contractor and Board Member trading must comply with the relevant employee's employment or contractor's terms, the Securities Trading Procedure and the Code of Conduct for Employees and Contractors and any relevant law, as applicable. Failure to do so may be treated as serious misconduct which may lead to summary dismissal. Notwithstanding approval to deal, the Guardians reserves the right to require the reversal of any transaction(s) in which the above named employee or contractor has a financial interest, where such a transaction(s) breaches any relevant Guardians policy or conflicts with the interests of Guardians. The cost of any such reversal including but not limited to brokerage, exchange and other fees, interest and capital, will be borne in full by the employee or contractor and cannot be reclaimed from the Guardians.

SCHEDULE 4: REMUNERATION FRAMEWORK

1 REMUNERATION PACKAGES

- 1.1 Remuneration consists of salary, participation in our discretionary bonus programme, participation in our discretionary benefits scheme, and superannuation. We explain each of these below.
- (a) Salary – this is a fixed element of pay and reflects contribution and level of experience. Unless there is good reason to deviate from this policy, our approach is to pay base salaries benchmarked against upper quartile, New Zealand financial services sector rates.
 - (b) Discretionary benefits scheme – provides non-monetary benefits of life, income continuance, trauma and medical insurance.
 - (c) Superannuation – compulsory employer contributions to KiwiSaver. Employer contributions will continue past an employee’s withdrawal date (currently at age 65, or after 5 years’ of membership, whichever is the latter), if the employee is actively contributing to KiwiSaver.
 - (d) Discretionary bonus programme – this is the variable element of pay and is designed to incentivise employees and create a culture of good performance. Any discretionary bonus is paid at the sole discretion of the Board and, for the avoidance of doubt, may not be paid at all in any given year.

2 SALARY REVIEW AND ADMINISTRATION

- 2.1 All employees have a confidential salary range associated with their position. The CEO or GM People & Culture authorise salary ranges.
- 2.2 Salary ranges are determined by position descriptions being evaluated by remuneration specialists using an approved job evaluation system, where applicable.
- 2.3 All positions are re-evaluated no less than every five years. The CEO or GM People & Culture authorise all job evaluations.
- 2.4 During the year, approval of salary changes may be required due to commencement of a new or replacement employee, promotions, increased responsibility and/or reclassification. The CEO or GM People & Culture authorise all changes.
- 2.5 Employee salary levels are based on one or more of the following factors:
- (a) The market reference point (range midpoint) and salary range data as at review date;
 - (b) Banded market movements as at review date;
 - (c) An employee’s position in range as at review date;
 - (d) Outcome of the annual performance review process; and
 - (e) Current independent remuneration market data.

- 2.6 Permanent and fixed term employees are eligible for annual salary reviews, which take effect 1 July each year.
- 2.7 Eligibility for a salary review is subject to meeting minimum performance expectations. Employees who receive a performance rating outcome equivalent to a 'below target' at a formal performance review will not be eligible for a salary review.
- 2.8 Negative banded market movements may be netted off against future positive banded market movements.
- 2.9 Any change in salary is at the CEO's or GM People & Culture's discretion and will be confirmed in writing.

3 DISCRETIONARY BONUS PROGRAMME

Eligibility

- 3.1 All permanent employees are eligible to participate in our discretionary bonus programme.
- 3.2 New employees starting part way through a bonus period are eligible for a pro-rated bonus in line with services rendered, from commencement of employment.
- 3.3 Eligibility for participation in a particular bonus period is subject to meeting minimum performance expectations. Employees who receive a performance rating outcome equivalent to a 'below target' at a formal performance review will not be eligible to participate in the equivalent bonus period. Neither the individual performance component, nor the fund performance component, will be payable.
- 3.4 If an employee ceases employment with us for any reason, prior to the completion of the bonus period, the employee will not be eligible for any bonus payment for that period; no pro-rated bonus is payable.
- 3.5 Bonus payments are advised in writing and are at the Board's sole discretion. For the avoidance of doubt, the Board may, at its sole discretion, elect not to pay bonuses to individual employees, or to all employees, in any given year.
- 3.6 We reserve the right to vary, modify or withdraw the discretionary bonus programme at any time.

Structure

- 3.7 There are two components to the discretionary bonus programme:
 - (a) An Individual performance component, which applies to all eligible employees.
 - (b) A Fund performance component, which applies to all eligible employees (in line with services rendered by the employee in the relevant role).

- 3.8 Bonuses are calculated as a percentage of actual remuneration paid during the financial year (excluding any KiwiSaver and bonuses paid), and vary up to a maximum percentage. The maximum available is:

	Total	Individual Component	Fund Component
Leadership Team	60%	20%	40%
Front Office	60%	20%	40%
Back Office	30%	20%	10%

- 3.9 The individual and fund performance components are payable annually.

Criteria

Individual Performance Component

- 3.10 The recommended achievement level for the individual performance component of the bonus is informed by a calibrated assessment of the employee's performance against a set of expectations agreed in writing between the employee and their relevant GM or manager.
- 3.11 The CEO and GM People & Culture determine what performance will be assessed and the format of this assessment.

Fund Performance Component

- 3.12 The fund performance component of the bonus is determined by the whole of fund average performance from the previous four year period. It is comprised of an Excess Return portion and a Value Added portion. The weighting and performance thresholds are:
- (a) One third of the fund component is the Excess Return portion, and is determined from the Fund's actual four year average returns, less the Treasury Bills return. Outperformance is capped at 4%.
 - (b) Two thirds of the fund component is the Value Added portion, and is determined from the Fund's actual four year average return, less the Reference Portfolio return and less an allowance for management costs. Outperformance is capped at 0.75%.
- 3.13 A floor applies for new starters, for the fund performance component, for the first three financial years of employment (or part thereof for the first financial year), as follows:

	Year 1	Year 2	Year 3
Floor	75% of maximum opportunity*	50% of maximum opportunity*	50% of maximum opportunity*
Of the actual opportunity, this translates to:			
Leadership Team	30% out of 40%	20% out of 40%	20% out of 40%
Front Office	30% out of 40%	20% out of 40%	20% out of 40%
Back Office	7.5% out of 10%	5% out of 10%	5% out of 10%

*The maximum opportunity is the maximum percentage of remuneration available for the fund performance component of the bonus (see 3.8 above)

SCHEDULE 5: PERFORMANCE REVIEW AND DEVELOPMENT PROCESS

1 PERFORMANCE REVIEWS

- 1.1 Performance management and performance reviews are a joint responsibility between the employee and their direct manager. Employees meet regularly with their immediate manager to discuss the employee's performance.
- 1.2 Formal performance reviews are carried out twice a year, including at the end of the financial year.
- 1.3 Each performance review involves a comprehensive assessment of performance in the past six months against agreed objectives, and against the capabilities and behaviours expected in the role.
- 1.4 The CEO/GM People & Culture determine the format of the performance reviews.
- 1.5 The performance review discussion aims to:
 - (a) outline progress against key priorities and target performance;
 - (b) discuss highlights and lowlights from the previous six months;
 - (c) agree on priorities for the upcoming six months;
 - (d) provide an opportunity to discuss any concerns;
 - (e) allow the manager to give feedback on what the employee is doing well and on how they can improve; and
 - (f) allow the employee the opportunity to give the manager feedback on how they can help the employee's performance.
- 1.6 Employee remuneration is linked to the outcome of the performance reviews and, if an adjustment is to be made, it may be at this time.

2 INDIVIDUAL DEVELOPMENT

- 2.1 We are committed to developing individual skills and competencies so that employees can perform well and work effectively as part of the team.
- 2.2 As part of the performance review process, employees and managers should identify capability and development gaps and agree appropriate development activities for the period ahead.

- 2.3 The relevant Cost Centre Manager (and, where appropriate, the GM People & Culture or nominee) approve all training and development prior to it taking place. Training must be directly relevant to the employee's current role and/or future career aspirations within the Guardians.

SCHEDULE 6: LEAVE ENTITLEMENTS

1 ANNUAL LEAVE

Entitlement

- 1.1 All employees are entitled to five weeks' paid annual leave per annum.
- 1.2 Pro-rata of annual leave entitlement applies for all part-time employees based on the number of hours normally worked in a week/year.
- 1.3 All annual leave entitlements are documented fully in the employee's individual employment agreement.

Taking Annual Leave

- 1.4 Annual leave is to be taken at a time that is agreed between an employee and their manager.
- 1.5 Employees are encouraged to take annual leave during the year in which their leave entitlement is accrued.

Annual Leave in Advance

- 1.6 The relevant GM and the GM People & Culture (or nominee) must jointly approve any requests for annual leave in advance.

Managing Annual Leave

- 1.7 Annual leave is intended to promote the well-being of our employees. We therefore encourage our employees to avoid building up large annual leave entitlements.
- 1.8 Managers are required to monitor leave balances of their direct reports to ensure:
 - a) that all employee are provided with an opportunity to take their full leave entitlement for the year; and
 - b) that the maximum amount of annual leave accrued at any one time does not exceed 30 days.
- 1.9 Annual leave balances exceeding 30 days are required to be reported to the Leadership Team and Board, through the monthly People & Culture Dashboard.
- 1.10 Employees may be directed to use annual leave. Any direction to use annual leave will follow discussion with the employee and the employee will be given a minimum of 14 days' notice of the requirement to take leave from the GM People & Culture (or nominee).

Annual Leave at Termination

- 1.11 At termination of employment, annual leave will be paid in accordance with the Holidays Act 2003.

- 1.12 When the leave balance is positive at termination of employment, this is paid in full as part of the employee's final pay.
- 1.13 When the leave balance is negative at termination of employment (i.e. the employee has taken more leave in advance than they have accrued at the date of termination), this amount will be deducted from the employee's final pay as set out in the employee's individual employment agreement.

Interruption of Annual Leave

- 1.14 If an event such as illness, accident or bereavement interrupts the first working day of an employee's planned annual leave, then any applicable alternate type of leave (bereavement, sick) will apply until the employee is deemed fit for work and therefore able to begin the period of annual leave.
- 1.15 If an employee taking annual leave becomes sick or injured or suffers a bereavement, if requested, the manager may agree to any period of sickness or injury being taken as sick leave or bereavement leave in accordance with the Holidays Act 2003. The employee must notify their manager at the time of sickness, injury or bereavement. All other time in relation to the period is taken as annual leave.
- 1.16 If an employee undertakes work-related activities whilst on planned annual leave, then the work-related period is not deemed annual leave. The employee's manager and relevant GM must jointly approve all work-related activities in advance of annual leave being taken, including associated costs.

2 FLEXI-LEAVE (LEAVE WITHOUT PAY AND ANNUAL LEAVE CASH-UP)

- 2.1 Flexi-leave is the ability for a permanent employee to increase or decrease their leave in a given financial year, to suit their personal preferences for time off.
- 2.2 In the case of wanting to increase their leave, employees can apply for an additional one week of leave per financial year, by way of leave without pay. Leave without pay is to be used only when annual leave is exhausted and is approved by the employee's Manager.
- 2.3 Leave without pay beyond one week is jointly approved by the relevant GM and GM People & Culture (or nominee).
- 2.4 Leave in excess of six weeks' per year may be taken (including in a continuous period) if the employee has the annual leave accrued and is combining this with other forms of Manager-approved leave such as leave without pay, long service leave, or alternative leave.
- 2.5 In the case of wanting to decrease their leave, employees may request on one or more separate occasions, encashment of a portion of their annual leave be paid out, to a maximum of two weeks in each entitlement year.

- 2.6 Encashment beyond the two week annual leave maximum is only considered in extraordinary circumstances. The CEO and GM People & Culture (or nominee), at their discretion, must approve any such encashment.

3 PUBLIC HOLIDAYS

- 3.1 Public holidays will be provided in accordance with the Holidays Act 2003.
- 3.2 An employee may be instructed to work on a public holiday by the relevant GM. Should this situation arise the public holiday is paid in accordance with the Holidays Act 2003.

4 CULTURAL LEAVE

- 4.1 An employee may request to swap up to four public holidays per year, specifically, Christmas Day, Boxing Day, Good Friday and Easter Monday, for an alternative day of religions or cultural significance.
- 4.2 Applications for cultural leave must be made using the Cultural Leave Application form available on the Guardians intranet.

5 SICK LEAVE

- 5.1 Sick leave covers normal working hours when an employee is unable to work because of illness or injury.
- 5.2 Sick leave covers the employee's own sickness or injury and the care of a sick or injured dependent or spouse. In the case of a dependent, sick leave can be used if the dependent's caregiver is sick or injured.
- 5.3 A dependent may also include an employee's parent or grandparent who depends on them for care during illness or injury.
- 5.4 At their discretion, the GM People & Culture (or nominee) may require a Medical Certificate to support instances of three or more consecutive days taken in respect of sickness or injury.

6 SICK LEAVE ENTITLEMENT

- 6.1 All permanent employees are entitled to 10 working days of sick leave per annum.
- 6.2 Sick leave may accrue to a maximum of 13 weeks.
- 6.3 Pro-rata of sick leave entitlement applies for all part-time permanent employees based on the number of hours normally worked in a week/year.
- 6.4 All sick leave entitlements are documented in the employee's Individual Employment Agreement.
- 6.5 Sick leave may be used in advance with approval from the GM People & Culture (or nominee).

7 NOTIFICATION OF INTENTION TO TAKE SICK LEAVE

- 7.1 An employee who intends to take sick leave must notify their manager of that intention as early as possible before the employee is due to start work on the day that is intended be taken as sick leave; or
- 7.2 If that is not practicable, as early as possible after that time.

8 SICK LEAVE AT TERMINATION

- 8.1 Unused sick leave is not paid out at termination.
- 8.2 At termination, the outstanding balance of any sick leave paid in advance is deducted from the final payment.

9 BEREAVEMENT LEAVE

- 9.1 If an immediate member of an employee's family dies, the employee is entitled to take up to three days of paid bereavement leave. Immediate family members are defined by the Holidays Act 2003 and include the employee's spouse or partner, parent, child, brother or sister, grandparent, grandchild or spouse/partner's parent.
- 9.2 In addition, employees are entitled to take up to one day's paid bereavement leave on the death of any other person, if the employee's Manager accepts that the employee has suffered a bereavement, is required to pay their respects to a deceased person with whom they have had a close association, or because of blood or family ties or particular cultural requirements.
- 9.3 Bereavement leave of up to three days will be granted:
- a) on the unplanned end of an employee's confirmed pregnancy by way of the death of the unborn child; or
 - b) on the unplanned end of an employee's spouse or partner's confirmed pregnancy by way of the death of the unborn child.
- 9.4 The employee's manager may grant an additional two days of paid bereavement at their discretion.
- 9.5 The CEO may grant an extension to bereavement leave at their discretion.
- 9.6 Proof of bereavement may be required by us.

10 PARENTAL LEAVE ENTITLEMENT

- 10.1 Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 10.2 A parent qualifies for parental leave if:
- (a) they have worked for us for six months or more on the date the baby is due (this includes working for six months or more since the return from any previous period of parental leave); and
 - (b) this is the first period of parental leave taken by the parent for that child.
- 10.3 Entitlement to parental leave ceases with the first anniversary of the arrival of the child.
- 10.4 Where a child is being adopted, the child must be less than six years old for the entitlement to apply.

11 PRIMARY CARER PARENTAL LEAVE ENTITLEMENT

- 11.1 An employee may take primary carer's leave if:
- a) they are the primary carer in respect of a child; and
 - b) they qualify under the Act by meeting either the six month or 12 month employment test; and
 - c) this is the first period of primary carer's leave taken for that child.
- 11.2 Subject to the entitlement to Parental Leave Payments (PPL) under the Act, all permanent employee are entitled to up to 26 weeks' top up to full pay from the Guardians. These payments are linked with the government parental leave payments.
- 11.3 Primary carer leave must be taken in one continuous period.

12 EXTENDED LEAVE ENTITLEMENT

- 12.1 An employee may take extended leave if:
- a) they are the primary carer in respect of a child; or
 - b) they are the spouse or partner of the primary carer in respect of a child and assumes or intends to assume responsibility for the care of that child; and
 - c) they meet the six month employment test (in which case the maximum duration of extended leave is 26 weeks' minus any primary carer leave already taken); or

- d) they meet the 12 month employment test (in which case the maximum duration of extended leave is 52 weeks' minus any primary carer leave already taken).

12.2 An employee is not entitled to extended leave if they have previously taken, in respect of that child, one or more periods of leave that in total amount to the employee's maximum entitlement.

13 PARTNER'S LEAVE ENTITLEMENT

13.1 An employee may take partner's leave if:

- (a) they are the spouse or partner of the primary carer in respect of a child; and
- (b) assumes or intends to assume responsibility for the care of that child; and
- (c) they qualify under the Act by meeting either the six month or 12 month employment test.

13.2 An employee who meets the six month employment test may take up to one week of partner's leave.

13.3 An employee who meets the 12 month employment test may take up to two weeks' of partners leave.

13.4 Partner's leave is not required to be taken in one continuous period, however, must be taken at a time to be agreed between the employee and the employee's manager.

- (a) An employee may take their partner's leave on any date in the period beginning on the 21st day before the expected date of delivery; and
- (b) ending with the close of the 21st day after the actual date of delivery.

13.5 Partner's leave is paid by the Guardians at an employee's ordinary daily rate.

13.6 An employee may not take partner's leave if:

- (a) they are the biological mother of the child and have transferred parental leave payment entitlements to their spouse or partner and/or;
- (b) they are the partner or spouse of the child's biological mother and she has transferred a portion of her parental leave payment to the employee, resulting in greater than 26 weeks of full or top up to full pay from the Guardians.

13.7 The maximum amount of Guardians paid parental leave (primary carer and partner's leave) is 26 weeks.

14 PRIMARY CARER KIWISAVER LUMP SUM PAYMENT

- 14.1 A 'make good' KiwiSaver lump sum payment will be made after six months of an employee returning to work, for any unpaid portion of extended parental leave taken; up to a maximum of six months.
- 14.2 The lump sum KiwiSaver payment will be made for the employer only portion which would otherwise have been paid for ordinary salary during that period, had the employee been at work.
- 14.3 The lump sum KiwiSaver payment will be made:
- (a) at the employee contribution rate held for the three months prior to going on parental leave, to a maximum of 8%; and
 - (b) at the rate of the employee's relevant daily pay during that period, as defined by the Holidays Act 2003.

15 EFFECT OF PARENTAL LEAVE ON BENEFITS AND CONDITIONS

- 15.1 **Employee's Role** – If the requested leave period is four weeks (20 working days) or less, the employee's position is held open. If the requested leave period is more than four weeks (20 working days), the employee's job is held open unless:
- (a) the position is one where it is not reasonably practicable to use a temporary replacement; or
 - (b) a redundancy situation arises; or
 - (c) the employee negotiates and agrees other arrangements.
- 15.2 **Annual Leave** – Annual leave accrues while an employee is on parental leave.
- 15.3 **Service** – Parental Leave counts as service with us only when the employee returns to work.
- 15.4 **Termination of Employment** – occurs if an employee fails to return to work at the end of the parental leave period. In this instance, the last day of employment prior to commencing parental leave is the date of termination of employment.

16 EFFECTS OF PREGNANCY ON EMPLOYMENT

- 16.1 Where pregnancy prevents an employee or others around her from working safely or adequately the employer may alter the duties (if suitable work is available) or redeploy the employee.
- 16.2 Where there is no other suitable work the employer may bring forward the start of parental leave.
- 16.3 The employee's doctor may also bring forward the start of the parental leave. Written certification must be shown from a medical practitioner recommending a date the leave should begin.

17 COURT LEAVE

- 17.1 As per the Juries Act 1981, if an employee is summoned to jury duty, the employee must let their manager know as soon as possible.
- 17.2 We will not object to a reasonable request for absence for those required to attend court either by subpoena as a witness or to serve on a jury.
- 17.3 The employee's normal pay is paid when the employee:
- (a) is obliged to undertake jury service;
 - (b) produces the court expenses voucher(s); and
 - (c) returns to work immediately on or during any day they are not actually serving on a jury.
- 17.4 All court expenses (apart from the contribution for transport costs) received by the employee is paid to the Guardians.
- 17.5 Whilst jury service is a civic duty of all citizens, there may be occasions when critical work requirements may require jury service to be deferred. A letter of support can be arranged by People & Culture Operations on request from the employee's manager.

18 LEAVE IN LIEU

- 18.1 We can agree with an employee that they will have paid time off in lieu of payment for:
- (a) time worked; or
 - (b) time taken to travel on company business.
- 18.2 Such time will be:
- (a) at a mutually agreed convenient time;

- (b) on the basis of an 'hour off for each hour worked';
- (c) approved in advance by the relevant GM and GM People & Culture (or nominee); and
- (d) at our discretion.

19 LEAVE FOR HIGH RISK ROLES

- 19.1 For audit and risk purposes, employees in roles deemed high risk by the Chief Risk Officer are required, due to the nature of their roles:
- (a) to take two consecutive working weeks of leave per annum, and/or,
 - (b) to take one week of snap leave when directed by the Chief Risk Officer and Head of Internal Audit.
- 19.2 While on snap leave, the employee has no access to Guardians' systems.
- 19.3 Snap leave is an additional leave type for employees in high risk roles. The balance is issued through payroll when the employee is directed to take leave.

20 LONG SERVICE LEAVE

- 20.1 The purpose of long service leave is to recognise and reward staff who have been employed continuously by the Guardians for five years or longer.
- 20.2 The goals of the long service leave policy are to:
- (a) build loyalty to the organisation;
 - (b) encourage staff retention;
 - (c) ensure long-standing employees receive and acknowledgement; and
 - (d) in turn, inspire and motivate other staff.
- 20.3 Upon **five** years of continuous service, employees are entitled to a one-off entitlement of one week's extra leave and a letter of recognition.
- 20.4 Upon ten years of continuous service, employees are entitled to:
- (a) a one-off entitlement of one week's extra leave;
 - (b) a letter of recognition;
 - (c) a staff morning tea or drinks presentation; and
 - (d) gift to a maximum value of \$500.

- 20.5 Upon **fifteen** years of continuous service, employees are entitled to:
- (a) a one-off entitlement of two weeks' extra leave;
 - (b) a letter of recognition;
 - (c) a staff morning tea or drinks presentation; and
 - (d) gift to a maximum value of \$500.
- 20.6 Upon **twenty** years of continuous service, and every five years thereafter, employees are entitled to:
- (a) a one-off entitlement of two weeks' extra leave;
 - (b) a letter of recognition;
 - (c) an all staff morning tea or drinks presentation; and
 - (d) gift to a maximum value of \$1000.
- 20.7 Long service leave is a leave entitlement, not a basis for a lump sum payment. Long service leave is not available for cashing out.
- 20.8 Payment for long service leave shall be at average weekly earnings as defined by the Holidays Act 2003.
- 20.9 Long service leave periods are calculated at a rate of one allocation of leave for every five years of continuous service, not one allocation per year.
- 20.10 Long service leave is not required to be taken in one continuous period, however, it must be taken at a time to be agreed between the employee and the employee's manager.
- 20.11 Pro-rata of long service leave entitlement applies for all part-time employees based on the number of hours normally worked in a week/year.
- 20.12 All of the long service leave entitlement received at one long service leave anniversary must be used prior to the next long service leave anniversary. Failure to use the long service leave entitlement within five years of becoming eligible will result in the entitlement being forfeited, unless written permission to accrue the entitlement is granted by the GM People & Culture (or nominee), in advance of the forfeiture date.
- 20.13 Employees who leave our employment without having taken a long service leave holiday to which they are entitled shall not be paid in lieu.

- 20.14 Continuous service is recognised from the commencement of the employee's current permanent employment period. Periods of previous employment, fixed term employment, casual or contractor tenure is not counted towards continuous service. Periods of time away for parental leave are deemed continuous service.
- 20.15 We reserve the right to vary, modify, or withdraw the long service leave policy at any time.

21 STUDY LEAVE

- 21.1 Study leave is paid leave granted to permanent employees for study in approved courses and is used to build a highly trained and skilled workforce.
- 21.2 Paid study leave of up to three days per calendar year is available to permanent employees, and is approved by the employee's manager.
- 21.3 Paid study leave beyond three days per calendar year is granted at the sole discretion of the GM People & Culture (or nominee).
- 21.4 Study leave may be used for a range of course-related activities such as attending compulsory lectures, tutorials, field days or block courses, to sit exams, for private study or research, or for travel to any of these activities, if required during work hours.
- 21.5 Study leave is not to be granted for subjects or courses being repeated.

22 PROCESSING LEAVE REQUIREMENTS

- 22.1 It is the responsibility of the employee, with oversight from their manager, to ensure that leave is recorded using the correct procedure, and in a timely manner.
- 22.2 The Guardians will maintain an online process by which employees can apply for leave and managers can consider and approve employee leave applications.
- 22.3 If an employee goes on leave without entering the leave into the appropriate system, it is the responsibility of the employee's manager to ensure the leave is recorded.

23 PROCEDURES GUIDE

- 23.1 We have established leave procedures that are documented and reviewed regularly.
- 23.2 People & Culture is responsible for ensuring the leave procedures guide is kept up to date.

Approved by CEO on 11 February 2016, amended and approved by Board on 22 November 2019, 18 February 2021, 24 June 2021 and 15 November 2023

SCHEDULE 7: FLEXIBLE WORK PRACTICES

1. ELIGIBILITY

1.1 In addition to any agreed ad-hoc or informal flexible working arrangement, all employees, irrespective of role and tenure (and for any reason) may make a formal application for a variation in their work arrangements at any point in their employment. Variations may include temporary or permanent changes to:

- (a) Hours of work;
- (b) Days of work;
- (c) Place of work (e.g. at home, offsite); or
- (d) A combination of the above.

2. OPTIONS

2.1 Options for flexible work include, but are not limited to:

- (a) *Working from home.* Due to particular circumstances, there may be a requirement from time to time for employees to work from home. This can be a short-term or long term arrangement where the work location is split between the office and the home on an ongoing basis. Some of the key considerations to be taken into account when determining eligibility are the technology requirements, health and safety considerations and impact on colleagues and third parties.
- (b) *Part-time.* Refers to an arrangement where an employee works set hours which are fewer than the standard 40 hours per week.
- (c) *Flexi-time.* This form of flexibility allows an employee to work their set contractual hours per week or fortnight, however their set contractual hours may vary by agreement from week to week.
- (d) *Condensed hours.* Refers to an arrangement by which an employee can compress their set hours of work into a shorter work week e.g. a 40 hour week could be averaged over 4 days at 10 hours per day. This arrangement may also be referred to as a compressed work week. Note that employers must provide minimum breaks when a certain number of hours has been worked and these breaks must be reflected in condensed hours working arrangements also.
- (e) *Job share arrangements.* Refers to a form of part-time work where two or more employees work part-time and share the responsibilities for one full-time role between them.

3. FORMAL APPLICATION PROCESS

3.1 All applications for formal flexible work arrangements must be made in writing and submitted to the employee's manager in the first instance, using the application form

contained in the *Flexible Work Toolkit* available on the Guardians' intranet. There is no limit on the number of flexible work applications an employee can submit during any given period. An employee does not have to divulge the reason for their request, but may do so if they wish.

3.2 Formal applications must be in writing and specify the following:

- (a) Employee's name;
- (b) Date of the request (the submission date);
- (c) Duration including start date and end date if applicable;
- (d) Nature of the changes being sought to current employment conditions;
- (e) The potential impact on the business (in the employee's view);
- (f) Explanation of how the new arrangement will be beneficial to the employee; and
- (g) Explanation in the employee's view of what changes, if any, the organisation may need to make to their arrangements if the employee's request is approved.

3.3 The employee's manager will immediately refer the application to the GM People & Culture, who will consider the application with particular reference to the potential impact on the business.

3.4 The GM People & Culture will respond to the request in writing using the Flexible Work Application Response form as soon as is practicable, but no later than three (3) weeks from the submission date. The decision on the response form will indicate any new arrangements agreed to which may now form part of the employee's revised employment agreement by way of a change of conditions letter.

3.5 Unless a probation period is agreed to, the new arrangement agreed will become permanent and binding and cannot unilaterally be changed by either the employer or the employee without mutual agreement.

3.6 Final approval for all formal flexible working arrangements rests with the GM People & Culture. If the application is declined, the GM People & Culture will specify the particular grounds being relied upon and provide an explanation of the reasons for the refusal.

3.7 As per the Domestic Violence – Victims' Protection Act 2018, the Guardians will make every effort to accommodate flexible work arrangements in order to assist an employee to deal with the impact of family violence, for the length of time that the variations are needed.

4. CRITERIA

4.1 Agreement to any of the options for flexible work are at the discretion of the Manager and must be based on one or more criteria contained in 4.2 below. For more information, please refer to the Flexible Work Toolkit available on Supercharged.

4.2 Formal applications for flexible work arrangements may be turned down on grounds which include, but are not limited to:

- (a) The inability to redistribute work among current employees;
- (b) The inability to recruit additional employees;
- (c) A potential detrimental impact on quality or performance;
- (d) Insufficiency of work during the periods the employee proposes to work;
- (e) Planned structural changes;
- (f) It creates an additional burden on the organisation in terms of costs and/or resources;
- (g) The arrangement cannot be easily accommodated;
- (h) A potential detrimental effect on the ability to meet third party/external demands; and
- (i) The arrangement will be detrimental to the working culture of the employee's team and/or the wider organisation.

5. DUTY OF GOOD FAITH

5.1 Employers and employees must negotiate a suitable arrangement in good faith. The employee must make their request in good faith too, which includes a genuine reason for the request, although they are not required to divulge their reason if they do not wish to. Their application should not be judged on the reason for their request, but rather on the impact on the business as outlined in section 4 above.

6. ESCALATION PROCESS

- 6.1 If an employee's initial formal request for flexible work is declined and the employee wishes to have the decision reviewed, the initial application should be referred to the CEO with all supporting documentation and comments.
- 6.2 The applicant must receive a response no later than 1 month from the date of the escalation request.
- 6.3 If in the view of the employee, the response is not dealt with in accordance with the prescribed process in the legislation, the employee may refer the matter to a Labour Inspector, then to mediation, and then to the Authority.

Amended on 28 September 2023

SCHEDULE 8: HEALTH AND SAFETY PROCESS

1. INTRODUCTION

- 1.1 We believe the health, safety, security, physical and mental wellbeing of our people is central to their ability to contribute to our success.

2. WORKING ENVIRONMENT

- 2.1 We are therefore committed to providing a safe and healthy working environment for all employees and all who visit our place of work, which may include our office premises and other locations.

- 2.2 In support of this commitment, we strive to:

- (a) eliminate any foreseeable hazards;
- (b) educate employees on health and safety issues;
- (c) prevent injury to people at work;
- (d) provide the resources (including human and financial resources, specialised skills and technology) to implement, maintain and continuously improve health and safety at work; and
- (e) comply with the requirements of the Health and Safety at Work Act 2015.

- 2.3 Maintaining a safe and healthy work environment is the responsibility of everyone and benefits all employees.

- 2.4 We have a Health, Safety, Security and Environmental Committee (HSSE). As identified in its Terms of Reference, the HSSE's aims are to:

- (a) focus on the prevention of HSSE-related risks;
- (b) promote a HSSE awareness culture that identifies unsafe acts and behaviours before they have an impact on people, the environment and our reputation; and
- (c) provide thought leadership, promote best practice, actively learn, and make timely HSSE improvements as needed.

3. HAZARDS

Identification and Control

- 3.1 We have established, implemented and maintained documented procedures for hazard identification, hazard/risk assessment and controls of hazards/risks relating to our operations.

- 3.2 Upon identifying a hazard an employee must report it to their manager, the Health and Safety Coordinator, or the GM People & Culture. The Health and Safety Coordinator will then assess, record and either eliminate, isolate, or minimise the hazard.
- 3.3 The HSSE Committee and Health and Safety Coordinator actively encourage, and use, employees' ideas for identifying and controlling hazards in the workplace.

Hazard Definition

- 3.4 A significant hazard is one that can cause harm and must be eliminated wherever practical. It includes a person's behaviour where that behaviour has the potential to cause death, injury, or illness to a person,
- 3.5 The following table shows examples of possible hazards:

HAZARD	EXAMPLE
An activity	Lifting boxes
An arrangement	Storage of boxes on shelving
A circumstance	A wet foyer floor
An event	An office party where alcohol is served
An occurrence	A car stopping suddenly
A phenomenon	An earthquake or gale force wind
A process	Development of muscular pain from working in a fixed position
A situation	A bomb threat
A substance	Photocopier toner

Controlling Hazards

- 3.6 The following actions, in order of preference, are taken to control a significant hazard.

Order	Action	Means
1	Eliminate, where practical to do so	Do away with hazard
2	Isolate, where impractical to eliminate	Keep the hazard away from people
3	Minimise, where impractical to eliminate or isolate	Reduce the impact the hazard could have on a person, in case of accident

Monitoring

- 3.7 Where a hazard remains, an employee's exposure to the hazard must be monitored by the employer.

Keeping Records

- 3.8 A hazard register is maintained by the Health and Safety Coordinator and held where all employees can access the information.
- 3.9 Records of hazard identification must be kept for two years.

4. TRAINING

- 4.1 The Health and Safety at Work Act 2015 requires all workers to be trained in maintaining a safe and healthy workplace. We have a documented procedure for health and safety training.

- 4.2 Training in health and safety consists of:

- (a) workplace induction;
- (b) hazard identification and control;
- (c) occupational health;
- (d) workplace safety and security;
- (e) compulsory annual refresher training for all workers; and
- (f) accident/emergency debriefing.

- 4.3 External training may also be offered to staff who perform a particular health and safety function (e.g. first aid officers, and Health and Safety Representatives).

- 4.4 The GM People & Culture is responsible for ensuring records of health and safety training and attendance are kept.

Training Induction

- 4.5 Responsibility for ensuring each new worker is trained on Health and Safety issues rests with the GM People & Culture, and is carried out by the Health and Safety Coordinator or nominee.
- 4.6 The Health and Safety issues to be covered with all new workers during induction include:
- (a) the Health and Safety policy and its location;

- (b) emergency/evacuation procedures;
- (c) identified hazards and controls;
- (d) incident/near miss/accident reporting;
- (e) first aid treatment/work injury claim process/rehabilitation process;
- (f) business continuity management plan;
- (g) physical security; and
- (h) what to do if the worker feels threatened.

5. REPORTING ACCIDENTS

5.1 When an accident occurs, the well-being of the injured person is paramount.

5.2 Managers are responsible for:

- (a) ensuring the injured person receives prompt medical attention;
- (b) notifying the GM People & Culture; and
- (c) implementing appropriate procedures to prevent future similar accidents.

6. RETURNING TO WORK AFTER AN ACCIDENT

6.1 Managers are responsible for working with the Accident Compensation Corporation (ACC), the GM People & Culture or nominee, and the employee, to ensure appropriate rehabilitation plans are developed and implemented for the employee to facilitate a return to work.

6.2 Employees are responsible for working with ACC, the GM People & Culture or nominee, and their manager, to ensure a return to work as soon as possible.

7. SMOKEFREE WORKPLACE

7.1 We do not permit smoking in any part of our premises at any time.

8. ALCOHOL AND SUBSTANCE ABUSE

8.1 No employee may use substances which may impair their ability to perform assigned duties or adversely affect the organisation's business. Where we believe there is

reasonable cause, we reserve the right to suspend an employee from their duties and to test for drug or alcohol consumption.

The adverse effect of alcohol on workplace safety is one reason why its use, like that of other mood-altering substances, may be defined as serious misconduct under our Code of Conduct for Employees and Contractors.

- 8.2 From time to time we host drinks after work. The general practice is for these events to conclude early evening and to be for employees only, unless specifically noted.
- 8.3 No employee is permitted to bring private alcohol supplies onto our premises at any time for the purposes of consumption.
- 8.4 If alcohol is consumed on the premises or otherwise as part of a work-related function, employees are expected to comply with the Code of Conduct, behave responsibly and consume alcohol in moderation only. At all times employees should be mindful that they are attending a work event and are required to behave in an appropriate manner.

9. DRINKING AND DRIVING

- 9.1 There are no circumstances where an employee should drive if they have been drinking alcohol.
- 9.2 If necessary, we will provide taxi vouchers or other support for employees required to attend social engagements as a part of their role.

10. VIOLENCE, FAMILY VIOLENCE AND HARASSMENT

- 10.1 We do not tolerate violence against, or the harassment or abuse of, any employee or visitor in the workplace.
- 10.2 Incidents of this nature are treated with the utmost seriousness and employees who engage in these types of conduct are liable to a summary dismissal.
- 10.3 If an employee is affected by a family violence incident in the workplace:
 - (a) A Family Violence Responder will be appointed to offer the employee support, including with reporting the incident to the police if there has not already been police involvement, and/or to providing any evidence collected such as CCTV footage.
 - (b) If the employee does not want the incident reported to police, a decision will be made by the GM People & Culture about whether and when to report the incident to police based on assessing how to best protect the safety of the employee and other staff.

11. SECURE WORKPLACE

11.1 We are conscious of the need to ensure that our people are free from interference, or harm, from third parties who are unauthorised to be on the premises.

11.2 We give effect to this in the following ways:

- (a) staff, contractors and others who from time to time are authorised to be on the premises (e.g. project staff, auditors) can gain access to our premises only through the use of a security token;
- (b) receptionists have access to a silent alarm should they be concerned about the behaviour of any visitor at reception, or person trying to gain access to reception;
- (c) we use a security company to monitor building security (forced entry, access alarm activation, reception silent alarm);
- (d) we have established physical security procedures that are reviewed regularly which outline staff responsibilities and actions based on differing alert levels; and
- (e) effective physical security training is provided periodically to all staff.

Approved by CEO on 11 February 2016 and 19 February 2021.

1. SCHEDULE 8A: NATURAL ENVIRONMENT

Introduction

We are committed to understanding and reducing the environmental impact of our activities to strive to safeguard our natural environment.

We aim to improve staff awareness about the environmental impact of our activity and set achievable targets for minimising this impact.

Measurement of greenhouse gas emissions

As part of this commitment, we measure the greenhouse gas emissions for the corporate operations of the Guardians and set initiatives to reduce its emissions.

We are currently part of the Toitu CarboNZero certification program with the aim of measuring and managing:

- our consumption of energy and resources,
- our greenhouse gas emissions; and
- the amount of waste we produce.

This covers all our corporate activities and is calculated in accordance with guidance provided in ISO 1406-1:2006.

We are committed to a five year reduction target with a view of reducing greenhouse gas emissions and/or emissions intensity.

To achieve certification, an organisation must measure its operational greenhouse gas emissions, develop a carbon reduction plan and offset its unavoidable emissions through high-quality carbon credits. These credits support projects meeting specified standards to store, avoid or reduce greenhouse gas emissions.

What we report on

As an office based organisation, we report on the following:

Air Travel

Air travel figures are split into Domestic, International short-haul and International long-haul;

- Domestic = within New Zealand
- International short haul = one way distance less than 3700km
- International long haul = one way distance greater than 3700km

Data is provided by our travel management supplier.

Electricity, Mileage and Taxi

Receipts from our electricity utility and taxis used, and staff records of mileage travelled and claimed, form the basis of this information.

Waste to landfill

Our cleaning service provider provides us with this data.

Items excluded from measurements

The following items are excluded from measurement:

Business activities that create the emissions	Emissions source	Scope	Reason for excluding the emissions source
Couriers used for sending out important documents	Domestic Freight	Scope 3	Initial estimates found that almost all courier parcels were less than 2kg and couriers were infrequently used, therefore emissions from couriers are likely to be de minimis.
Overseas taxis	Taxis	Scope 3	Insufficient data for overseas taxis due to varying currency rates etc.
Air conditioning and refrigeration	Refrigerant	Scope 1	The Guardians of New Zealand Superannuation have no operational control over air-conditioning in the leased office space.
Rental car use	Car travel	Scope 1	Only a small number of cars were hired, which was excluded as it is very likely to be de minimis.

The following assumptions are made regarding our measurement of emissions:

Business activities that create the emissions	Emissions source	Assumptions made
Personal car use	Mileage	No data collected about what size car was driven (e.g. Small Car 1.35 – 1.6L or Medium Car 1.6 – 2.0L). Data collected only includes information on number of KMs driven and the dollar value of reimbursement. Thus an assumption was made that all cars were of medium size (1.6 – 2.0L).
Air Travel	Air Travel	Note that a lot of the international air travel is done as business class travel. The calculator provided by the programme does not provide sufficient options for measuring emissions by travel class (data is just assumed to cover an average travel class), but it is noted that in reality the emissions may be higher if the data was being calculated by each travel class

Approved by Board on 2 August 2018, and amended 18 February 2021

SCHEDULE 9: FAMILY VIOLENCE SUPPORT

1. DEFINITION OF FAMILY VIOLENCE

- 1.1. Family violence is a pattern of coercive tactics, which can include physical, psychological, sexual, economic and emotional abuse, perpetrated by one person against someone else within a 'family relationship', with the goal of establishing or maintaining power and control over that person. This may occur even when each of the tactics alone may not seem abusive.
- 1.2. A 'family relationship' may be intimate partners or ex-partners, any family / whānau relationship, people who ordinarily share a household such as flatmates, or someone who has a close personal relationship.
- 1.3. Someone is deemed to be affected by family violence if either they have experienced family violence themselves or a child who has experienced family violence lives with them.

We are committed to working with, and supporting, employees who have experienced family violence. In response to a voluntary request by an employee, we will provide support and assistance, which includes, but is not limited to, the following.

2. SUPPORT AVAILABLE

Non Discrimination

- 2.1. We will not discriminate against job applicants or employees who have experience of family violence.

Specialist Support Services

- 2.2. Contact details of specialised family violence support agencies, such as SHINE, are available on our intranet.

Access to Employee Assistance Programmes (EAP)

- 2.3. Confidential EAP support is available to all employees, immediate family members, and managers of employees, experiencing or supporting those experiencing family violence. Note that EAP is not a specialist family violence service.

Family Violence Responders

- 2.4. Family Violence (FV) Responders are people within our organisation who have been specifically trained to assist and support employees who have experienced or are experiencing family violence. The current list of FV Responders is on our intranet.
- 2.5. The GM People & Culture is responsible for ensuring there are always sufficient trained FV Responders available to support staff.

Family Violence Leave

- 2.6. Ten days of paid leave is available annually to an employee who is affected by family violence. Family violence leave is available regardless of how long ago the family violence occurred, even if the family violence occurred before the person became an employee.
- 2.7. Payment for leave taken in respect of family violence shall be at an amount that is equivalent to the employee's relevant daily pay as defined by the Holidays Act 2003.
- 2.8. Where appropriate, the GM People & Culture may approve additional paid or unpaid leave.
- 2.9. The request to take family violence leave should be submitted confidentially to the GM People & Culture or Head of People & Culture Operations either in writing, or verbally. Employee confidentiality will be protected in every circumstance where family violence leave is requested or taken.

Flexible Work Options

- 2.10. Employees may request flexible work arrangements by speaking with their manager, Family Violence Responder or member of the People & Culture Operations team. Arrangements may include changes to working pattern, place of work or any other term of employment which the employee needs variation to enable them to deal with the effects of family violence. Requested flexible work options will be accommodated if possible/practicable for the length of time needed.
- 2.11. Requests for flexible working arrangements due to family violence will be responded to within one to five working days, depending on the urgency of the request.

Accommodation Assistance

- 2.12. Accommodation assistance may be able to be provided to staff experiencing family violence.

Security

- 2.13. As outlined in Schedule 8 of the People & Culture Policy, we are conscious of the need to ensure that our people are free from interference, or harm, from third parties who are unauthorised to be on the premises.

Employee Security

- 2.14. An employee's manager, in conjunction with our People & Culture Operations team, will work with an employee who is experiencing family violence to develop and implement an individualised Workplace Safety and Wellbeing Plan. An example Workplace Safety and Wellbeing Plan can be found in the family violence support procedures.

Information Sharing and Confidentiality

- 2.15. Information about an employee relating to their experience of family violence will be treated confidentially, stored as securely as possible, and will not be shared without the written consent of the employee. The only exception is when action must be taken to address a serious threat to someone's life or health. If possible, this action will be taken in consultation

with the employee. If not possible, the decision to share information will be explained to the employee.

As Managers and 'Family Violence Responders' are in roles where they may be required to intervene with and support employees experiencing family violence, training on how to do this is essential.

3. FAMILY VIOLENCE TRAINING FOR STAFF

- 3.1. All 'Family Violence Responders' receive training before becoming active in this role on how to intervene with and support employees experiencing family violence. Refresher training for Family Violence Responders will be run annually.
- 3.2. At least 70% of all managers must have received awareness training on how to support staff experiencing family violence.
- 3.3. Manager refresher training will be run at least every two years.
- 3.4. Information to raise staff awareness around understanding family violence can be found on our intranet.

4. RESPONSE TO STAFF WHO PERPETRATE FAMILY VIOLENCE

Family violence by any of our employees is not tolerated or excused. Support for employees to change their behaviour is available.

- 4.1. Family violence perpetrated by any of our employees is not tolerated or excused. Employees will be held accountable for their work-related behaviour.
- 4.2. We encourage employees who abuse to make contact with the appropriate family violence support agencies, and seek help. If a particular staff member would like help to change their abusive behaviour, we will consider how the organisation can best support that change.

5. PROCEDURES GUIDE

- 5.1. We have established family violence support procedures that are documented and reviewed regularly.
- 5.2. The Head of People & Culture Operations is responsible for ensuring the Family Violence procedures guide is kept up to date.

Approved by the Board on 19 June 2018, amended 18 February 2021, and 28 September 2023

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SCHEDULE 10: TERMINATION OF EMPLOYMENT PROCESS

1. COVERAGE

- 1.1 This applies to all employees who are party to an employment agreement with us. It provides standards on the conduct of employment and termination practices which will ensure consistency, fairness, and objectivity.
- 1.2 This process covers termination of employment due to:
 - (a) resignation;
 - (b) abandonment of employment;
 - (c) incapacity;
 - (d) retirement; and
 - (e) restructuring.

2. PRINCIPLES

- 2.1 We will not terminate an employee's employment in a manner that is harsh, unjust or unreasonable. Terminations must be managed in an efficient and professional manner.

3. ADMINISTRATION

- 3.1 The CEO must be consulted prior to any termination of employment other than termination due to the conclusion of a fixed term contract.

4. REASONS FOR TERMINATION

- 4.1 An employee's employment can be terminated for a valid reason connected with the employee's capacity or conduct or based on our operational requirements. What constitutes a valid reason will depend on the circumstances.
- 4.2 Fixed term contracts that run full term expire at the end of the fixed term, and employment terminates upon expiry of the fixed term.

Invalid Reasons for Termination

- 4.3 A reason for termination will not be valid if it is deemed harsh, unjust or unreasonable.
- 4.4 Terminations must be for a valid reason. They will not be effected for reasons of:
 - (a) absence from work due to parental leave;

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- (b) temporary absence from work due to illness or injury;
- (c) filing a complaint against an employer; or
- (d) discriminatory grounds including age; race; marital status; national extraction; political opinion; pregnancy; family responsibility; gender; social origin; or religion.

5. APPROPRIATE NOTICE

- 5.1 An employee can terminate an employment agreement at any time by giving us appropriate written notice, as outlined in the employment agreement. We can make a payment in lieu of such notice, calculated on annual basic salary. The date on which all outstanding payments or payments in lieu are made is no later than the next fortnightly payrun after termination date.
- 5.2 Where either party elects to terminate the employment agreement on notice, we may continue to employ an employee under the terms and conditions set out in the employment agreement. The employee's attendance at work, or to carry out their duties under the agreement, may not be required for all or part of the notice period.
- 5.3 During any such period, the employee continues to receive all remuneration and other entitlements under the employment agreement for the remaining balance of the notice period and is bound by all other terms and conditions of the agreement.
- 5.4 Notwithstanding the above clause, we are entitled, in the event of serious misconduct and, after considering the employee's explanation of the matter of complaint, to terminate the employment agreement by giving such written notice, if any, to the employee as we deems appropriate to the case. The written notice shall include the reasons for the termination of the agreement.
- 5.5 The term "serious misconduct" includes, but is not limited to:
 - (a) Any material breach of the terms of the employment agreement;
 - (b) The commission of any offence involving dishonesty or any offence for which the offender may be proceeded against by way of indictment;
 - (c) Any situation where the employee commits any act of bankruptcy, becomes insolvent or settles a debt or attempts to settle a debt with any of the Guardians' creditors; and

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(d) Any situation where the employee behaves in a manner likely to bring themselves or the Guardians into disrepute.

- 5.6 We may suspend from duty any employee about whom we form the opinion that grounds exist for removing that employee from the office. The suspension is communicated in writing to the employee and is for a period, and containing such other conditions, as we think fit. The employee is on full remuneration during the suspension.
- 5.7 Where an employee is rendered incapable of the proper performance of their duties and responsibilities under their employment agreement as a result of mental or physical illness which has necessitated being absent for two months, we may terminate the agreement by giving at least one month's notice (or pay in lieu of notice) to the employee. Before taking such action, we shall require the employee to undergo a medical examination by a registered medical practitioner that we nominate or, if the employee prefers, two medical practitioners, one we nominate and the other the employee nominates. We will take into account any reports or recommendations made available to us as a result of that examination and any other relevant medical reports or recommendations we might receive, or which may be tendered to us by or on behalf of the employee.

6. ABANDONMENT OF EMPLOYMENT

- 6.1 We will deem an employee to have terminated their employment agreement without notice where an employee fails to attend work for a continuous period exceeding three working days without communicating their absence to us.
- 6.2 During the period of absence, the relevant GM will make every reasonable attempt to contact the employee to ascertain their whereabouts and their expected date/time of return to work. Failure on the part of the employee to provide good reason for the absence without notification may result in formal disciplinary action being taken.

Where the relevant GM cannot make contact with the employee, written advice will be sent to the employee advising them to contact their GM within 48 hours. If the employee does not respond to this advice, the employee is considered to have abandoned their employment and we will terminate their employment.

7. SUMMARY DISMISSAL

- 7.1 Summary dismissal is detailed in the Disciplinary and Disputes Resolution Process – Schedule 11. There is no period of notice and no payment in lieu of notice.

8. TERMINATION – PERFORMANCE

- 8.1 We may terminate the employment agreement on notice for continued poor performance. This must be conducted in accordance with the Performance Management procedure, and in consultation with the GM People & Culture. We may elect to make a payment of salary in lieu of notice.

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9. TERMINATION – RESTRUCTURING

- 9.1 If at any particular time during the term of the employee's agreement the employee's position ceases to exist or the employee's responsibilities and duties become significantly different, then we can:
- (a) Conclude a variation to the employment agreement with the employee to reflect the changed nature of the position; or
 - (b) Terminate the employment agreement by giving one month's notice. In such event we will, in addition to the one month's notice, pay the employee an amount equivalent to:
 - (i) four weeks' base salary for the first year of service or part thereof; and
 - (i) two weeks' base salary for each additional year of service or part thereof.
- 9.2 The employee is not entitled to receive any sum payable under this clause and we will not give the employee any such sum if, prior to the date of termination, the employee receives any offer of employment on the same or no less favourable terms and conditions from ourselves, another Crown Entity or the Public Service.
- 9.3 The employee acknowledges that payment by the Guardians under this section shall constitute full and final settlement of any claim that the employee has or may have against the Guardians for salary, compensation, special or general damages, interest or legal costs or disbursements or otherwise whether under any statute, at common law, in equity or otherwise and arising out of or in connection with the termination of the employee's employment under this agreement.

10. RESIGNATIONS

- 10.1 Resignations are to be advised in writing.
- 10.2 An employee resigning from working for us must give at least the notice specified in their employment agreement. We may choose to vary the period of notice required (e.g. so as to facilitate the employee commencing work elsewhere), if requested by the resigning employee. This decision is at the discretion of the General Manager and the GM People & Culture. Under these circumstances, no payment is made for the notice period that is not worked.
- 10.3 Employees can request to take annual leave during their notice period. The relevant GM and the GM People & Culture have discretion in this regard.

11. EXIT INTERVIEWS

- 11.1 Voluntary exit interviews are offered to all permanent full-time and part-time employees leaving our organisation due to resignation or retirement.

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- 11.2 In the case of dismissals without notice, where payment in lieu is not given, the reasons for the termination are recorded along with any comments on the dismissal by the employee. A full exit interview is not compulsory.
- 11.3 The exit interview is conducted by the GM People & Culture or nominee, unless the employee states a preference to be interviewed by an alternative member of the Leadership Team.
- 11.4 People & Culture will prepare a report based on the analysis of the exit interview information annually, for the CEO and the Leadership Team. This report will outline trends in the employment climate. Information is collected to identify opportunities to improve or enhance the workplace; and to minimise the likelihood of other employees leaving for similar reasons, however every effort will be taken to protect the confidentiality of the exiting employees.

12. EXIT CHECKLIST

- 12.1 An exit checklist must be completed for exiting employees, and be completed and signed off by the exiting employee's last day, as far as practicable.
- 12.2 Signed exit checklists need to be returned to the GM People & Culture or nominee.
- 12.3 For payroll purposes, the GM People & Culture or nominee will:
- (a) Action the letter of resignation;
 - (b) Run a final pay on next payrun following termination date; and
 - (c) Advise IT to disconnect services for departing employees.

13. CERTIFICATE OF SERVICE AND REFERENCES

- 13.1 The Guardians will supply a Certificate of Service to all exiting employees, on request. Certificates of Service will include employment start and finish dates, position title(s) and reporting lines.
- 13.2 Managers of departing employees may agree to act as a verbal referee if they wish. Any verbal references are made in a personal capacity and not as an agent/employee of the Guardians. Any formal employment reference request must be referred to the People & Culture Team.
- 13.3 If approached for a serious misconduct check on any current or previous employee or contractor by any Public Service department or statutory Crown entity (Crown agents, Autonomous Crown entities, Independent Crown entities) the Guardians will aim to provide the information within five working days. This process will be managed by a GM People & Culture appointed representative from within the People & Culture team.

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- 13.4 If serious misconduct by an employee is found after a person has left the organisation, the Guardians will consider whether any Guardians reference given for that person which resulted in employment should be corrected. This may include informing the ex-employee and giving them the opportunity to respond to the investigation. This decision will be made by the GM People & Culture.

Approved by CEO on 11 February 2016, and amended 19 February 2021.

SCHEDULE 11: DISCIPLINARY AND DISPUTES RESOLUTION PROCESS

1. DISCRIMINATION

- 1.1 If an employee believes they have been discriminated against by a staff member or policy or procedure, then the employee should approach a senior manager with whom they feel comfortable discussing their concern.
- 1.2 Discrimination is the failure to provide the same treatment to all employees with similar qualifications, skills, experience, etc. purely on the grounds of that employee's gender; age; marital status; religious or ethical belief; colour; race; ethnic or national origins; disability, political opinion; employment status; family status; sexual orientation, because they have been affected by family violence or because of the employee's involvement in a labour organisation.

2. HARASSMENT

- 2.1 We are legally responsible for ensuring that all employees understand sexual or other harassment in the workplace will not be tolerated.
- 2.2 Harassment occurs when:
- (a) there is verbal or physical conduct of an offensive nature by one person towards another;
 - (b) the conduct is unwelcome and offensive and might reasonably be perceived so; or
 - (c) the conduct is of a serious or persistent nature to the extent it has a detrimental effect on the conditions of an individual's employment, job performance or opportunities.
- 2.3 Employees are encouraged to make clear to the person responsible for any instances of harassment, that such behaviour is unwelcome. Should such behaviour continue, the employee is encouraged to report it to the GM People & Culture, CEO, or their relevant GM.

3. SERIOUS MISCONDUCT

- 3.1 Serious misconduct is behaviour that is so serious that the trust in the employment relationship is destroyed.
- 3.2 Examples of serious misconduct include:
- (a) Behaviour likely to bring the organisation into disrepute including:
 - (i) offensive behaviour to any person while representing us;

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- (ii) the use, possession, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents while representing us;
 - (iii) failing to present oneself in a suitable/fit state for work;
 - (iv) harassment or discrimination of a serious nature;
 - (v) theft;
 - (vi) assault;
 - (vii) unauthorised gambling at work; or
 - (viii) breaking the confidentiality agreement (confidential information clause) included in the employee's employment agreement.
- (b) failure to follow our procedures i.e. a deliberate and serious breach of procedures such as:
- (i) using documents for pecuniary advantage;
 - (ii) making false or misleading statements;
 - (iii) withholding information; or
 - (iv) maliciously or deliberately misusing or altering company records or property.
- (c) unauthorised possession or movement of our or another person's property; or
- (d) wilful disobedience or neglect of duty; e.g. refusing to perform work assigned, including the carrying out of lawful and reasonable instructions from a manager, or walking off the job.

4. MISCONDUCT

4.1 Misconduct is unacceptable behaviour or a work practice that should not occur again, but which does not cause immediate or major harm to another person, to our business and/or to the employment relationship.

4.2 An incident of misconduct will usually only lead to a dismissal if it is part of a pattern of such incidents.

4.3 Examples of misconduct include:

- (a) unsatisfactory performance:
 - (i) where the work level, output etc is not up to the agreed standard for the position; or
 - (ii) where we find unacceptable the level of application and/or attitude towards work or attendance.

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- (b) unsatisfactory behaviour:
 - (i) unwarranted lateness;
 - (ii) unexplained absences from the workplace; or
 - (iii) failure to comply with our policies and procedures.

5. DISCIPLINARY PROCEDURES

- 5.1 The disciplinary procedure is intended to re-establish the necessary behavioural/performance standards.
- 5.2 If the ultimate step of dismissal is taken it is because of the nature of the offence(s) is such that:
 - (a) we can no longer trust the employee; and/or
 - (b) the transgression(s) interfered with and prejudiced the safe and proper conduct of our business.
- 5.3 When an employee or contractor is the subject of a serious misconduct investigation or disciplinary process and resigns before this is concluded, consideration will be given to asking the person to remain in employment until an outcome is reached to give them an opportunity to fully participate. This decision will be made by the GM People & Culture or a GM People & Culture appointed representative from within the People & Culture team.
- 5.4 Where an employee or contractor leaves during the course of a serious misconduct investigation or disciplinary process the investigation or process will continue to its conclusion unless an exception is made. The person will be informed the investigation will conclude with a record made, and that this record will be disclosed to future employers. In this situation the person will be given the opportunity to add their own statement to this record. This process will be managed by a GM People & Culture appointed representative from within the People & Culture team.
- 5.5 In exceptional circumstances where the Guardians deem it appropriate not to conclude a serious misconduct investigation or disciplinary process with an employee or contractor, this must be approved by the Chief Executive Officer.
- 5.6 When activity is identified involving serious criminal activity or national security, the Guardians will immediately report the matter to the Police, Serious Fraud Office or the New Zealand Security Intelligence Service as appropriate in the circumstances. This determination and reporting will be owned by the GM People & Culture and Chief Executive Officer.

6. DISCIPLINARY STEPS

- 6.1 The following table details the disciplinary steps which we usually follow.

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Disciplinary Action For:	Steps Usually Followed Are:
Serious Misconduct	<ul style="list-style-type: none">• Investigation of events• An opportunity for the employee to respond to the allegation• Dismissal without notice if justified by an investigation and review
Misconduct	<ul style="list-style-type: none">• Investigation of events at each step• First warning (sometimes called a verbal warning)• Final and written warning if transgression reoccurs• Dismissal if justified by an investigation and review with notice paid in lieu
Unsatisfactory Performance and/or Behaviour	<ul style="list-style-type: none">• Investigation of cause of unsatisfactory performance/ behaviour at each step• An opportunity for the employee to respond at each step• First warning (sometimes called a verbal warning)• Time to improve; i.e. monitoring performance/ behaviour and any training• Final and written warning if performance/behaviour does not improve noticeably• Dismissal with the notice paid in lieu, if performance/ behaviour remains unsatisfactory at the end of the nominated period

6.2 Employees are entitled and encouraged to have a support person or legal representative present at every stage of the disciplinary process.

7. EMPLOYMENT RELATIONSHIP

7.1 Should an employment relationship problem arise, the following is an explanation of the services available for the resolution of the employment dispute:

Parties Will Attempt To Resolve It

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- 7.2 If any problem or difference arises in relation to an employment agreement or if the employee considers they have a personal grievance (as defined in the Employment Relations Act 2000) we will actively, openly and in good faith discuss the matter with a view to resolving it by mutual agreement.

Mediation and Settlement

- 7.3 If either we or the employee considers the problem, difference or personal grievance has not been resolved within a reasonable time then either party may refer the matter to the Employment Relations Service of the Ministry of Business, Innovation and Employment for mediation (or agree on our own mediator). If agreement is reached the mediator can sign the agreed settlement, which will bind the parties. Alternatively, the parties may agree that the decision of the mediator will bind them.
- 7.4 Settlement agreements including confidentiality provisions will only be used where deemed necessary, as determined by the GM People & Culture and Chief Executive Officer.
- 7.5 Any decision by the Guardians to enter into a settlement agreement will be supported by documentation of the process and the rationale for the agreement. Prior to making a decision regarding the inclusion of confidentially or nondisclosure terms, the Guardians will consider its responsibilities for ensuring the integrity of the referencing system. The GM People & Culture and Chief Executive Officer will approve any settlement agreement and the terms contained within.
- 7.6 If entering into a confidential settlement, the Guardians will discuss with the person and document what information will be provided if the Guardians are asked for a reference.

Employment Relations Authority

- 7.7 If the problem is not resolved by mediation either or both parties can take the problem to the Employment Relations Authority for investigation. The Authority may direct the parties to mediation if it thinks that is useful. The Authority can investigate and make a determination.

Employment Court

- 7.8 If either party is dissatisfied with the determination of the Authority the problem can be taken to the Employment Court for a judicial hearing. The Court may refer the parties back to mediation.

8. PERSONAL GRIEVANCE

- 8.1 A personal grievance may arise where an employee believes they have been unfairly treated or unjustifiably dismissed. An employee must raise with us a personal grievance within 90 days of the action which is the source of the complaint; or of the date the employee became aware of it, unless there are exceptional circumstances.
- 8.2 The CEO must notify a personal grievance to the Board within 90 days.

9. MINIMUM ENTITLEMENTS

- 9.1 If the problem involves minimum entitlements under the law, the CEO may ask a Labour Inspector to enforce the employee's rights under minimum legislation such as the Minimum Wage Act 1983 or the Holidays Act 2003.

Approved by CEO on 11 February 2016, and amended 19 February 2021

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SCHEDULE 12: PRIVACY

1. BACKGROUND

- 1.1 This Policy explains our practices for collecting, using, protecting and disclosing personal information.
- 1.2 By providing personal information to us (whether in person, in writing, over the phone or via our website) you agree to that information being held, used and disclosed as outlined in this Policy.
- 1.3 The term “personal information” in this Policy refers to information which identifies, or is capable of identifying, you as an individual.

2. WHAT PERSONAL INFORMATION DO WE COLLECT?

- 2.1 We collect different types of personal information in the course of carrying out our functions of managing and administering the New Zealand Superannuation Fund and Elevate Fund. The type of personal information that we collect depends on the nature of our interaction with you (for instance, whether you are a potential recruit or potential contractor, employee, Board member, contractor, counterparty, website user or casual contact).
- 2.2 The types of details of personal information that we collect include:
 - (a) personal details such as, your name, job title, gender, date and place of birth, preferences, interests, professional profile and emergency contacts;
 - (b) contact details such as home address, telephone number and e-mail address (for yourself and emergency contacts);
 - (c) recruitment related information (such as your curriculum vitae, education, work history and referees), entitlement to work in New Zealand, health information, technical skills, professional certifications and registrations, language capabilities, employment interview notes, references, results of assessments, background checks and other information relevant to potential recruitment;
 - (d) financial information such as bank account, payment card, tax and other information needed to process payments;
 - (e) employment related information (such as the dates of employment and ceasing employment, work absences, leave entitlement and requests, benefit entitlements, salary history and bonuses, performance appraisals, development goals, promotions, training requirements and attendance, and disciplinary and grievance procedures;
 - (f) information provided to comply with our policies, codes of conduct and employment terms (including procedures concerning conflicts, securities trading and compliance attestations);

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- (g) identity verification related information such as copies of passports, driving licences, photographs, utility bills, evidence of beneficial ownership or the source of funds as part of counterparty due diligence or to meet “know your customer” or anti-money laundering requirements;
- (h) information required in connection with travel arrangements;
- (i) information relating to access to, and usage and security, of our premises systems and website such as usernames and passwords, website cookies, and data captured on security monitoring systems, including CCTV and key card entry systems;
- (j) voicemails, e-mails, correspondence and other work product and communications; created, stored or transmitted by you using our computer or communications equipment and systems;
- (k) information provided in order to register for or attend meetings or events, request publications or to give feedback;
- (l) information provided to us by or on behalf of individuals or organisations that we deal with in the course of carrying out our functions; and
- (m) information required to comply with laws.

3. HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

3.1 Generally we will collect personal information directly from you. However, we may generate personal information about you in the course of carrying out our functions and may obtain personal information about you:

- (a) from a third party in connection with recruitment or employment (such as information from a recruitment agency or employment referee, results of a competency test or background check, or performance feedback about your work) or in connection with counterparty due diligence, “know your customer” or anti-money laundering or similar checks.
- (b) indirectly as a result of monitoring the use of, or interactions with, our systems or website; or
- (c) from publicly available sources to update the contact or professional profile details that we hold for you.

We do not collect personal information from a third party without your knowledge (except where this is permitted under the Privacy Act).

4. WHY DO WE COLLECT PERSONAL INFORMATION?

4.1 We collect your personal information in order to carry out functions, including:

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- (a) to verify your identity;
- (b) to manage and monitor our employment relationship with you;
- (c) for health safety and security purposes;
- (d) to comply with our legal obligations.

5. HOW DO WE USE YOUR PERSONAL INFORMATION?

5.1 Where you provide us with personal information you agree to us using that information for the purposes described in this Policy. We will only use your personal information for those purposes or for other purposes for which we have obtained your consent. This includes transferring or disclosing your personal information:

- (a) to our Board members and employees in the performance of their duties;
- (b) to third parties who hold or process data on our behalf (as our agent), such as cloud storage providers;
- (c) to third parties who provide products or services to us (such as providers of mobile devices or supplier of data used in our business); to enable you to use or access those products or processes.
- (d) to our contractors, consultants and other parties who require the information to assist us with establishing, managing and monitoring our relationship with you (such as referees, persons providing evaluation assessments or background checks, payroll service providers, banks, printers, travel agents and insurers);
- (e) to our professional advisers (such as lawyers and auditors);
- (f) where necessary to investigate or take action regarding contraventions of our policies or the law; and
- (g) as permitted or required by applicable law or regulatory requirements.

5.2 Generally, we do not disclose personal information to a foreign entity other than one that is acting as our agent. However, on occasion it may be necessary to do so (for example, where we are asked to provide personal information in response to a 'know your customer' information request from one of our counterparties). In these circumstance, we will only disclose personal information if we reasonably believe that the foreign entity meets at least one of the following criteria:

- (a) is carrying on business in New Zealand and is therefore subject to the Privacy Act;
- (b) is subject to privacy laws that overall, provide comparable safeguards to those in the Privacy Act,

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- (c) is required to protect the information in a way that, overall, provides comparable safeguards to those in the Privacy Act (for example, by agreement between ourselves and the foreign entity);
- (d) is subject to the privacy laws of a country, province or State, or is a participant in a binding scheme for international disclosures of personal information that has been prescribed in regulations by the New Zealand Government as providing comparable safeguards to the Privacy Act.

5.3 If we are not reasonably satisfied that a foreign entity meets one of the above criteria we will not transfer your personal information to it without informing you of the fact and obtaining your consent.

6. HOW DO WE STORE AND PROTECT YOUR PERSONAL INFORMATION?

6.1 We will take all reasonable steps to protect your personal information from loss, misuse, and unauthorised access, modification or disclosure using a range of physical, technical and procedural measures.

6.2 Your personal information will generally be stored in electronic data form on our, or our service providers' secure servers. We have information security policies and standards, and ensure that our service providers have information security policies and standards, to appropriately limit access to, and use of, data on those servers. Your personal information may also be stored in hardcopy in secure cabinets.

6.3 All of our employees and contractors, as well as third party service providers that process information on our behalf, are required to maintain the confidentiality of information accessed by them. Employees who have regular access to sensitive personal information (such as members of the People & Culture team) are fully informed of their responsibilities for keeping that information confidential and secure. If an employee, as part of their employment duties, is authorised to access another employee's personal information, that employee may only use that information for the purpose for which it was collected and must comply with our procedures for keeping that information secure.

7. HOW CAN YOU ACCESS AND CORRECT YOUR PERSONAL INFORMATION?

7.1 You can ask to see the personal information that we hold about you if that information is readily retrievable. If you want to review or correct your personal information please contact the Privacy Officer. Please keep us informed if changes to your personal circumstances mean that your personal information held by us is no longer accurate or complete.

7.2 You may not be able to access all personal information that we hold if there are good reasons for withholding the information (for example, to protect another person's privacy or where the information is evaluative material supplied on the basis of confidentiality).

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Our Privacy Officer

- 7.3 We have appointed a Privacy Officer to oversee compliance with this Policy. The contact information for our Privacy Officer is:

General Counsel

Phone: 09 300 6980

Email: privacyofficer@nzsuperfund.co.nz

Emails to privacyofficer@nzsuperfund.co.nz will be accessible by the Privacy Officer and their nominee(s) (generally General Counsel and nominated members of the legal team and administration team) to ensure an email is not missed in an individual's absence.

- 7.4 If you have concerns about how we are handling your personal information, please contact our Privacy Officer and we will try to resolve those concerns. If you are not satisfied with our response you may wish to contact the Office of the Privacy Commissioner at www.privacy.org.nz.

Approved by CEO, and updated on 21 August 2019, 19 February 2021 and 24 February 2022

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SCHEDULE 13: REPORTING FRAMEWORK

Report	Reporting frequency required and to whom	Minimum information required
Personal Grievances	To subsequent Leadership Team and Board meetings.	<ul style="list-style-type: none">• Relevant details
Material Health & Safety matters	To subsequent Leadership Team and Board meetings.	<ul style="list-style-type: none">• Relevant details
Remuneration expenditure	Monthly to the Leadership Team and to each Board meeting.	<ul style="list-style-type: none">• YTD actual cost, full year forecasts, full year budget, variance
Entering employment agreements with CEO direct reports	To subsequent Board meeting.	<ul style="list-style-type: none">• Relevant details
Policy breaches	If material: immediately to Risk Committee and Board Otherwise: to subsequent Risk Committee, Audit & Risk Committee and Board meetings.	<ul style="list-style-type: none">• Details of breach and remedial action taken
Material changes to Schedules of this policy	as part of the annual SIPSP review to the Risk Committee and Board and under the no surprises protocol .	<ul style="list-style-type: none">• Details and reason for change

Approved by Board on 24 February 2016

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2. SCHEDULE 14: LEGISLATIVE COMPLIANCE FRAMEWORK

The summary of New Zealand legislation set out below does not purport to be comprehensive or to provide legal advice. If you require any advice on these matters please contact the legal team.

In the execution of our People & Culture Policy, we need to consider the legislation below:

- (a) we must be compliant with the principles of being a Good Employer: that being an employer with People & Culture policies containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment.
- (b) we must be compliant with the main, relevant legislative framework which includes, but is not limited to:
 - (i) Employment Relations Act 2000
 - (ii) Holidays Act 2003
 - (iii) Parental Leave and Employment Protection Act 1987
 - (iv) Juries Act 1981
 - (v) Human Rights Act 1993
 - (vi) Privacy Act 1993
 - (vii) Health and Safety at Work Act 2015
 - (viii) Accident Compensation Act 2001
 - (ix) Smoke-free Environments Act 1990
 - (x) Protected Disclosures Act 2000
 - (xi) Financial Markets Conduct Act 2013
 - (xii) Crimes Act 1961 (Bribery)
 - (xiii) Secret Commissions Act 1910
 - (xiv) Crown Entities Act 2004
 - (xv) New Zealand Superannuation and Retirement Income Act 2001
 - (xvi) Public Service Act 2020
 - (xvii) Criminal Records (Clean Slate) Act 2004
 - (xviii) Equal Pay Act 1972

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- (xix) KiwiSaver Act 2006
- (xx) New Zealand Bill of Rights Act 1990
- (xxi) Wages Protection Act 1983
- (xxii) Minimum Wage Act 1983 and applicable Minimum Wage Order
- (xxiii) Waitangi Day Act 1976
- (xxiv) ANZAC Day Act 1966
- (xxv) Immigration Act 2009

Approved by CEO on 11 February 2016, 8 December 2016, and 19 February 2021

3. SCHEDULE 15: DIVERSITY, EQUITY AND INCLUSION GUIDING PRINCIPLES

- 15.1 We build the Guardians to reflect the communities we serve as we believe it is the right thing to do to enable better outcomes and decision making.
- 15.2 We promote all aspects of diversity including ethnic diversity, and we have particular focus on Māori and Pacifica, and women in leadership.
- 15.3 A te ao Māori approach is integrated into our approaches and ways of working.
- 15.4 Leadership accountability and transparency will help drive our DEI progress.
- 15.5 We will build our DEI maturity through bottom-up and top-down support.