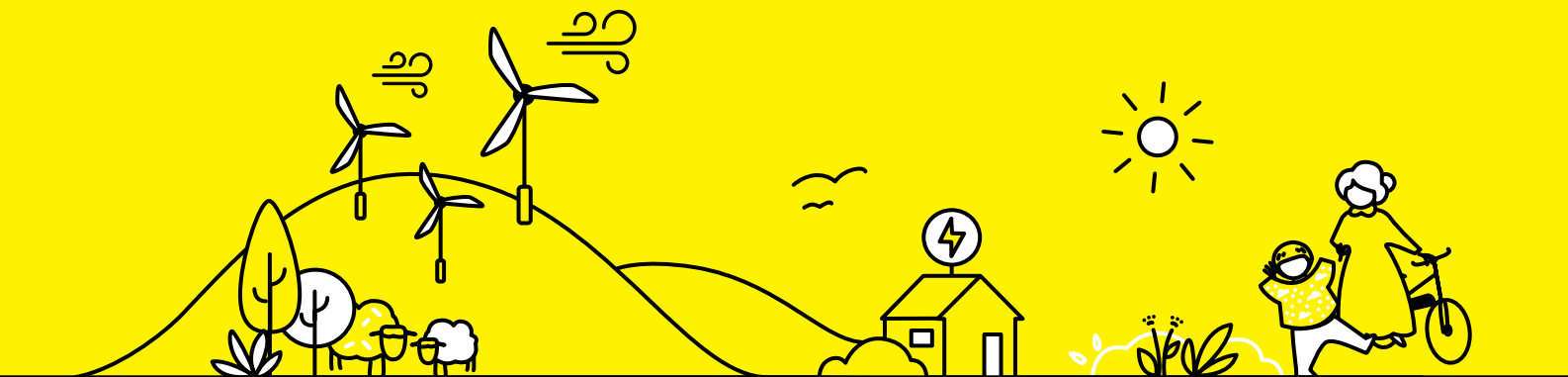


# INDICATIVE TERMS SHEET.

CAPITAL BONDS 2022.





# INDICATIVE TERMS SHEET.

## Dated 2 May 2022

This indicative terms sheet ("**Terms Sheet**") sets out the key terms of the offer ("**Offer**") by Mercury NZ Limited ("**Mercury**") of up to NZ\$200 million (with the ability to accept oversubscriptions of up to an additional NZ\$50 million at Mercury's discretion) unsecured, subordinated, interest bearing capital bonds maturing on 13 May 2052 ("**Capital Bonds**") under its master trust deed dated 4 April 2003 (as amended from time to time) ("**Trust Deed**") as modified and supplemented by the supplemental trust deed dated 2 May 2022 (together, "**Trust Documents**") entered into between Mercury and The New Zealand Guardian Trust Company Limited as supervisor ("**Supervisor**"). Unless the context otherwise requires, capitalised terms used in this Terms Sheet have the same meaning given to them in the Trust Documents.

## IMPORTANT NOTICE

The Offer of Capital Bonds by Mercury is made in reliance upon the exclusion in clause 19 of schedule 1 of the Financial Markets Conduct Act 2013 ("**FMCA**").

The Offer contained in this Terms Sheet is an offer of debt securities that have identical rights, privileges, limitations and conditions (except for the interest rate and maturity date) as Mercury's NZ\$300 million unsecured, subordinated, interest bearing capital bonds with an interest rate of 3.60% per annum and a final maturity date of 11 July 2049, which are currently quoted on the NZX Debt Market under the ticker code MCY020 ("**MCY020 Bonds**").

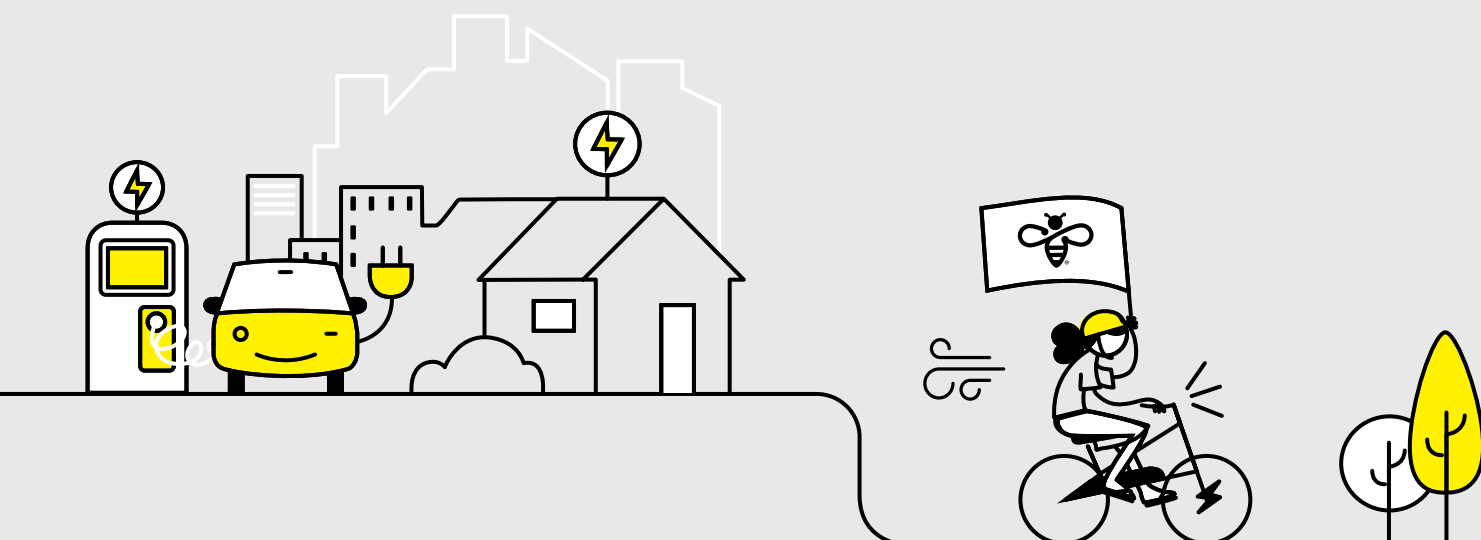
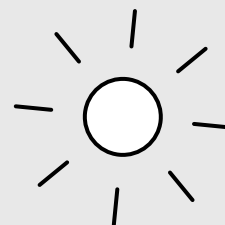
Accordingly, the Capital Bonds are the same class as the MCY020 Bonds for the purposes of the FMCA and the Financial Markets Conduct Regulations 2014.

Mercury is subject to a disclosure obligation that requires it to notify certain material information to NZX Limited ("**NZX**") for the purpose of that information being made available to participants in the market and that information can be found by visiting [www.nzx.com/companies/MCY](http://www.nzx.com/companies/MCY).

The MCY020 Bonds are the only debt securities of Mercury that are in the same class as the Capital Bonds and are currently quoted on the NZX Debt Market.

Investors should look to the market price of the MCY020 Bonds referred to above to find out how the market assesses the returns and risk premium for those bonds.

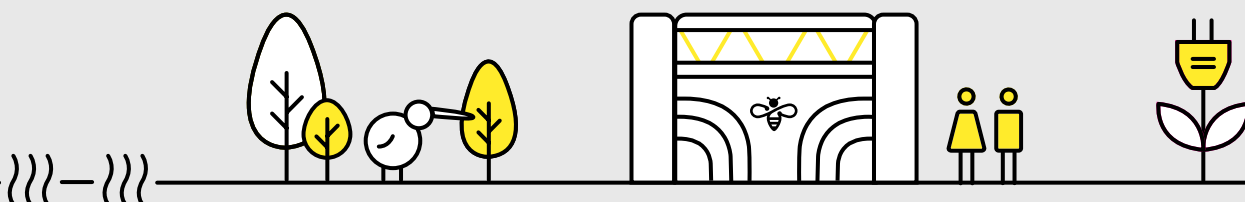
Investors should carefully consider the features of the Capital Bonds which differ from the features of a standard senior bond. Those features include the ability of Mercury to defer interest, optional redemption rights for Mercury, a margin step-up and the subordinated nature of the Capital Bonds. Investors should read this Terms Sheet carefully (including the risks discussed on page 10) and seek financial advice before deciding to invest in the Capital Bonds.



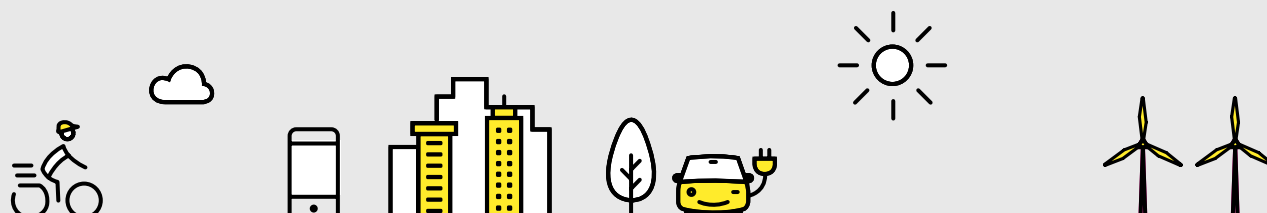
<b>Issuer</b>	Mercury NZ Limited.	
<b>Description</b>	The Capital Bonds are unsecured, subordinated, redeemable, cumulative, interest bearing debt securities.	
<b>Ranking</b>	The Capital Bonds will rank equally among themselves and will be subordinated to all other indebtedness of Mercury, other than indebtedness expressed to rank equally with, or subordinate to, the Capital Bonds. The Capital Bonds rank equally with the MCY020 Bonds. See <i>Ranking on liquidation</i> on page 6.	
<b>Purpose</b>	The proceeds of the Offer are intended to be used to refinance drawn debt relating to the acquisition of Trustpower Limited's retail business (" <b>Trustpower Retail</b> ") and for general corporate purposes.	
<b>No guarantee</b>	Mercury is the issuer and the sole obligor in respect of the Capital Bonds. None of the Crown, any subsidiary of Mercury or any other person guarantees the Capital Bonds.	
<b>Further indebtedness</b>	Mercury may incur finance debt without the consent of holders of Capital Bonds (" <b>Bondholders</b> ").	
<b>Equity content</b>	<p>S&amp;P Global Ratings is expected to assign "intermediate" equity content to the Capital Bonds. Where such equity credit content is assigned, S&amp;P Global Ratings will consider that the Capital Bonds comprise 50% equity when calculating its financial ratios for Mercury.</p> <p>The equity content is expected to fall to minimal (0%) on 13 May 2032.</p>	
<b>Capital structure</b>	Mercury believes that hybrid securities such as the Capital Bonds that are ascribed equity content are an effective capital management tool and intends to maintain such instruments as a key feature of its capital structure going forward.	
<b>Credit rating</b>	<b>Issuer Credit Rating</b>	<b>Expected Issue Credit Rating</b>
	S&P Global Ratings	BBB+ (Stable)
<p>Mercury's current Issuer Credit Rating includes a one-notch uplift from the company's stand-alone credit profile of 'bbb' reflecting the legislated majority ownership by the New Zealand government. The New Zealand government does not guarantee the Capital Bonds and is under no obligation to provide financial support to Mercury.</p> <p>The expected Issue Credit Rating of the Capital Bonds is two notches below Mercury's stand-alone credit profile. One notch is deducted for the Capital Bonds being subordinated and a second notch because of the potential for interest payments to be deferred.</p> <p>A credit rating is an independent opinion of the capability and willingness of an entity to repay its debts (in other words, its creditworthiness). It is not a guarantee that the financial product being offered is a safe investment. A credit rating should be considered alongside all other relevant information when making an investment decision.</p> <p>A credit rating is not a recommendation by any rating organisation to buy, sell or hold Capital Bonds. The above Issuer Credit Rating is current as at the date of this Terms Sheet and any credit rating may be subject to suspension, revision or withdrawal at any time by S&amp;P Global Ratings.</p>		
<b>Offer</b>	<p>Mercury is offering up to NZ\$200 million (with the ability to accept oversubscriptions of up to an additional NZ\$50 million at Mercury's discretion) of Capital Bonds to New Zealand retail and certain institutional investors.</p> <p>The Offer will be conducted on a firm allocation basis as described in more detail below under the headings <i>Who may apply for Capital Bonds</i> and <i>How to apply</i>.</p>	



<b>Term</b>	30 years (maturing 13 May 2052) unless redeemed earlier.
<b>Issue Price and Principal Amount</b>	NZ\$1.00 per Capital Bond.
<b>Interest Rate from the Issue Date to the First Reset Date</b>	The percentage per annum equal to the Benchmark Rate (determined on the Rate Set Date) plus the Margin but subject to a minimum Interest Rate of 5.50% per annum for this period.
<b>Benchmark Rate</b>	The mid market NZD swap rate for a 5 year term determined according to market convention on the Rate Set Date and at or around 11.00am New Zealand time on each Reset Date, in each case with reference to Bloomberg page 'ICNZ4' (or any successor page) and expressed on a quarterly basis (rounded to 2 decimal places, if necessary, with 0.005 rounded up).
<b>Margin</b>	<p>The indicative Margin range is 1.70% to 1.85% per annum for the Capital Bonds.</p> <p>The actual Margin for the Capital Bonds (which may be above or below the indicative Margin range mentioned above) will be set by Mercury (in consultation with the Joint Lead Managers) on the Rate Set Date following a bookbuild conducted by the Joint Lead Managers and will be announced by Mercury via NZX on the Rate Set Date.</p>
<b>Payment of interest</b>	Interest will be payable on an Interest Payment Date to the Bondholder as at the Record Date immediately preceding the relevant Interest Payment Date.
<b>Interest Payment Dates</b>	<p>Interest shall be paid quarterly in arrear on 13 February, 13 May, 13 August and 13 November of each year. Interest accrues on the Capital Bonds until (but excluding) the date on which they are redeemed.</p> <p>The First Interest Payment Date is 13 August 2022. As the First Interest Payment Date is a Saturday, interest is payable on Monday 15 August 2022 instead.</p> <p>Interest may be deferred at the option of Mercury – see <i>Discretionary deferral of interest</i> on page 5.</p>
<b>Record Date</b>	In relation to payments of interest, the date which is 10 calendar days before the due date for the payment. In relation to an Election Process (as defined below), the date which is two Business Days prior to the date on which the applicable Election Notice (as defined below) is given. In either case, if that date is not a Business Day, the Record Date will be the preceding Business Day.
<b>Reset Dates</b>	The First Reset Date for the Capital Bonds is the date that is five years after the Issue Date (13 May 2027). Thereafter, there is a further Reset Date every five years. As part of a Successful Election Process, a different Reset Date may be adopted.
<b>Interest Rate after each Reset Date</b>	The Interest Rate applying from each Reset Date up to but excluding the next Reset Date will be the percentage per annum equal to the then Benchmark Rate on that Reset Date plus the Margin plus the Step-up Margin. If a Successful Election Process has been completed, the Interest Rate after each Reset Date will be as set out in the relevant Election Notice (as defined below).
<b>Step-up Margin</b>	0.25%.

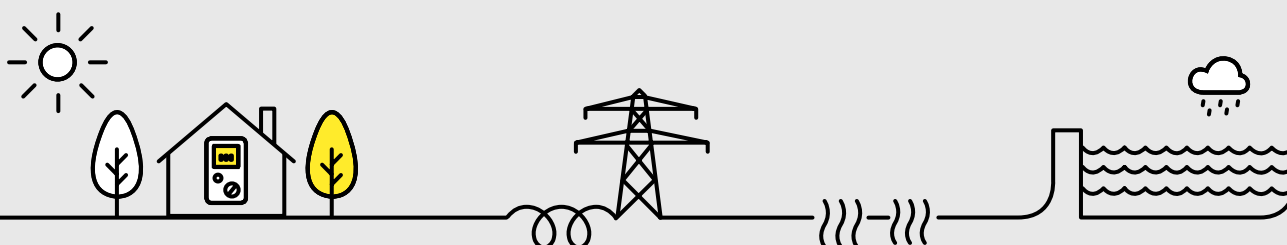


<b>Discretionary deferral of interest</b>	<p>Mercury may defer payment of interest on the Capital Bonds at any time for up to five years at its sole discretion by notifying Bondholders. If an interest payment is not paid on its due date, notice of its deferral is deemed to be given.</p> <p>If deferred, an interest payment amount will itself accrue interest (compounding on each Interest Payment Date) at the prevailing Interest Rate on the Capital Bonds (in aggregate, the <b>"Unpaid Interest"</b>).</p> <p>Unpaid Interest is cumulative.</p> <p>See <i>Deferral of interest payments</i> under the "Risks" section on page 10.</p>
<b>Distribution stopper</b>	<p>Whilst there is any Unpaid Interest outstanding Mercury shall not:</p> <ul style="list-style-type: none"> <li>(i) make any dividends, distributions or payments of interest on any shares or securities ranking pari passu with or below the Capital Bonds; or</li> <li>(ii) acquire, redeem or repay any share or other security ranking pari passu with or below the Capital Bonds (or provide financial assistance for the acquisition of such shares or securities),</li> </ul> <p>(together, the <b>"Restrictions on Deferral"</b>).</p>
<b>Election Process</b>	<p>No earlier than six months and not later than 20 Business Days before any Reset Date, Mercury may give to each Bondholder a notice (<b>"Election Notice"</b>) specifying new terms and conditions (<b>"New Conditions"</b>) (including for example a new Margin) proposed to apply from the next Reset Date. Bondholders can elect to accept or reject the New Conditions. Bondholders who do not respond will be deemed to have accepted the New Conditions.</p> <p>If Mercury declares a Successful Election Process then it is obliged to purchase any Capital Bonds held by a Bondholder who has rejected the New Conditions. Mercury may choose to establish a resale facility (<b>"Resale Facility"</b>) to seek buyers for those Capital Bonds.</p> <p>If Mercury does not wish to purchase all Capital Bonds from those Bondholders that have rejected the New Conditions then Mercury must declare that the Election Process has failed, in which case the existing terms and conditions will continue to apply and all Capital Bonds will remain outstanding.</p>
<b>Optional early redemption by Mercury</b>	<p>Mercury may redeem:</p> <ul style="list-style-type: none"> <li>(i) all or some of the Capital Bonds on any Reset Date;</li> <li>(ii) all or some of the Capital Bonds on any Interest Payment Date after a Reset Date if a Successful Election Process has not been undertaken in respect of that Reset Date;</li> <li>(iii) all (but not some only) of the Capital Bonds if there are less than 100,000,000 Capital Bonds on issue;</li> <li>(iv) all or some of the Capital Bonds if a Tax Event (as defined below) occurs; or</li> <li>(v) all or some of the Capital Bonds if a Rating Agency Event (as defined below) occurs.</li> </ul> <p>The Redemption Price will be:</p> <ul style="list-style-type: none"> <li>(a) the Issue Price of the Capital Bonds plus Unpaid Interest plus any Interest Payment scheduled to be paid on the date of redemption; or</li> <li>(b) if the redemption occurs pursuant to paragraph (ii) or (v) immediately above, the higher of: <ul style="list-style-type: none"> <li>(1) the amount calculated under paragraph (a) immediately above; and</li> <li>(2) the market value of the Capital Bonds together with accrued interest.</li> </ul> </li> </ul> <p>If Mercury is redeeming Capital Bonds in part only, then it can only do so to the extent that there will be at least 100,000,000 Capital Bonds outstanding after the partial redemption. Any partial redemption will be done on a proportionate basis and may include adjustments to take account of the effect on marketable parcels and other logistical considerations.</p>



<b>Tax Event</b>	Receipt by Mercury of an opinion from a reputable legal counsel or tax adviser that as a result of an amendment, change or clarification of legislation, regulation, etc. the interest payments on the Capital Bonds would no longer be fully deductible for tax purposes.
<b>Rating Agency Event</b>	Receipt by Mercury of notice from S&P Global Ratings that, as a result of a change of criteria, the Capital Bonds will no longer have the same equity content classification from S&P Global Ratings as it had immediately prior to the change in criteria, or Mercury ceasing to hold a credit rating.
<b>Events of Default</b>	<p>The following Events of Default will result in the Capital Bonds becoming immediately redeemable:</p> <ul style="list-style-type: none"> <li>(i) failure to pay any Unpaid Interest by the fifth anniversary of its original deferral;</li> <li>(ii) failure to comply with the Restrictions on Deferral;</li> <li>(iii) failure to pay amounts required to be paid on the redemption of the Capital Bonds;</li> <li>(iv) failure to pay amounts required to be paid in connection with a Successful Election Process; or</li> <li>(v) an insolvency event of Mercury occurs.</li> </ul>
<b>Ranking on liquidation</b>	On a liquidation of Mercury amounts owing to Bondholders rank equally with all other unsecured, subordinated obligations of Mercury. The Capital Bonds rank behind Mercury's bank debt, senior bonds (including senior green bonds), US private placement notes and any amounts owing to unsubordinated general and trade creditors, as well as indebtedness preferred by law and secured indebtedness. The ranking of the Capital Bonds on a liquidation of Mercury is summarised in the diagram below.

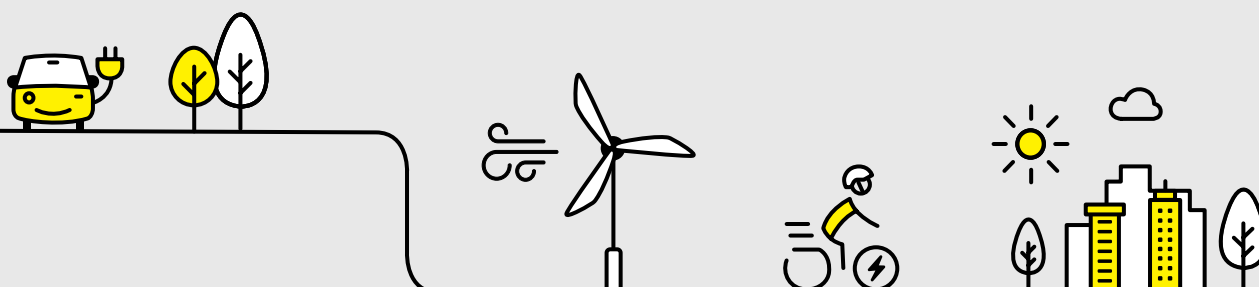
	<b>Ranking on liquidation</b>	<b>Type of liability/equity</b>	<b>Indicative amount<sup>1</sup></b>
<p><b>Higher ranking / earlier priority</b></p> <p>↑</p> <p>↓</p> <p><b>Lower ranking / later priority</b></p>	Liabilities that rank above the Capital Bonds	Liabilities preferred by law (for example, Inland Revenue for certain unpaid taxes), unsubordinated creditors (including banks and financial institutions that have lent money to Mercury, holders of Mercury's senior bonds (including senior green bonds), holders of Mercury's US private placement notes and unsubordinated trade and general creditors)	NZ\$3,749 million <sup>2</sup>
	Liabilities that rank equally with the Capital Bonds	The Capital Bonds The MCY020 Bonds and any other subordinated obligations of Mercury	NZ\$250 million NZ\$302 million
	Equity	Ordinary shares, reserves and retained earnings	NZ\$4,605 million



Notes:

1. Amounts shown above are indicative based on the financial position of the Mercury consolidated group as at 31 December 2021. They are adjusted for the issue of the Capital Bonds, based on an issue size of NZ\$250 million, and other additional unsubordinated bank debt drawn after balance date to finance the acquisition of Trustpower Retail and expected to remain outstanding following issue of the Capital Bonds. If a lower amount of Capital Bonds is issued, then a corresponding higher amount of additional unsubordinated bank debt is expected to remain outstanding. The actual amounts of liabilities and equity of Mercury at the point of its liquidation will be different to the indicative amounts set out in the diagram above. Amounts above are subject to rounding adjustments.
2. This represents the total liabilities of the Mercury consolidated group (other than the MCY020 Bonds) as at 31 December 2021, adjusted for the acquisition of Trustpower Retail and the issue of Capital Bonds as described in note 1. It includes amounts corresponding to deferred tax (approximately NZ\$1,599 million), derivative financial instruments (approximately NZ\$358 million) and lease liabilities (approximately NZ\$77 million) not all of which would be crystallised on liquidation. Such liabilities on liquidation may be materially different.

<b>Minimum application amount and minimum holding</b>	Minimum of NZ\$5,000 with multiples of NZ\$1,000 thereafter.
<b>Transfer restrictions</b>	As a Bondholder, you may only transfer Capital Bonds if the transfer is in respect of Capital Bonds having an aggregate Principal Amount that is an integral multiple of NZ\$1,000. However, Mercury will not register any transfer of Capital Bonds if the transfer would result in the transferor or the transferee holding or continuing to hold Capital Bonds with an aggregate Principal Amount of less than NZ\$5,000, unless the transferor would then hold no Capital Bonds.
<b>NZX Debt Market quotation</b>	It is a term of the Offer of the Capital Bonds that Mercury take any necessary steps to ensure that the Capital Bonds are quoted immediately following the Issue Date. Application has been made to NZX for permission to quote the Capital Bonds on the NZX Debt Market and all the requirements of NZX relating thereto that can be complied with on or before the distribution of this Terms Sheet have been duly complied with. However, NZX accepts no responsibility for any statement in this Terms Sheet. NZX is a licensed market operator, and the NZX Debt Market is a licensed market under the FMCA.
<b>Expected date of initial quotation and trading on the NZX Debt Market</b>	16 May 2022
<b>NZX Debt Market ticker code</b>	MCY050
<b>ISIN</b>	NZMICYDG005C3
<b>Business Days</b>	<p>A day (other than a Saturday or Sunday) on which banks are generally open for business in Auckland and Wellington.</p> <p>If an Interest Payment Date, redemption date or the Maturity Date falls on a day that is not a Business Day, the due date for any payment to be made on that date will be the next following Business Day.</p>



<b>Governing law</b>	New Zealand.
<b>Who may apply for Capital Bonds</b>	All of the Capital Bonds offered under the Offer (including any oversubscriptions) will be reserved for clients of the Joint Lead Managers, institutional investors and other Market Participants invited to participate in the bookbuild. There will be no public pool.
<b>How to apply</b>	<p>Retail investors should contact any Joint Lead Manager, their financial adviser or any Market Participant for details on how they may acquire Capital Bonds. You can find a Market Participant by visiting <a href="http://www.nzx.com/services/market-participants/find-a-participant">www.nzx.com/services/market-participants/find-a-participant</a></p> <p>Any allotment of the Capital Bonds will be at Mercury's discretion, in consultation with the Joint Lead Managers. Mercury reserves the right to refuse all or any part of an application without giving any reason.</p> <p>Each investor's financial adviser will be able to advise them as to what arrangements will need to be put in place for the investors to trade the Capital Bonds including obtaining a common shareholder number (CSN), an authorisation code (FIN) and opening an account with a Market Participant as well as the costs and timeframes for putting such arrangements in place.</p>
<b>Registrar and Paying Agent</b>	Computershare Investor Services Limited.
<b>Supervisor</b>	The New Zealand Guardian Trust Company Limited.
<b>Arranger</b>	Forsyth Barr Limited.
<b>Joint Lead Managers</b>	Bank of New Zealand, Craigs Investment Partners Limited and Forsyth Barr Limited
<b>Fees</b>	<p>Applicants are not required to pay brokerage or any charges to Mercury in relation to applications under the Offer.</p> <p>Mercury will pay retail brokerage of 0.50% and firm fees of 0.50% to Market Participants and approved financial intermediaries (as applicable).</p>
<b>Selling restrictions</b>	<p>The selling restrictions set out in Schedule 1 to this Terms Sheet apply to the Capital Bonds. The Capital Bonds must not be offered or sold other than in strict compliance with those selling restrictions.</p> <p>By subscribing for Capital Bonds, you indemnify Mercury, the Arranger, the Joint Lead Managers and the Supervisor in respect of any loss incurred as a result of you breaching the selling restrictions in Schedule 1.</p>
<b>Non-reliance</b>	<p>This Terms Sheet does not constitute a recommendation by the Arranger, the Joint Lead Managers, the Supervisor or any of their respective directors, officers, employees, agents or advisers to subscribe for, or purchase, any of the Capital Bonds. None of these parties or any of their respective directors, officers, employees, agents or advisers accept any liability whatsoever for any loss arising from this Terms Sheet or its contents or otherwise arising in connection with the Offer.</p> <p>The Arranger, the Joint Lead Managers and the Supervisor have not independently verified the information contained in this Terms Sheet. In accepting delivery of this Terms Sheet, you acknowledge that none of the Arranger, the Joint Lead Managers, the Supervisor nor their respective directors, officers, employees, agents or advisers gives any warranty or representation of accuracy or reliability and they take no responsibility for it. They have no liability for any errors or omissions (including for negligence) in this Terms Sheet, and you waive all claims in that regard.</p>





# KEY DATES.

<b>Opening Date</b>	Monday, 2 May 2022.
<b>Closing Date</b>	12.00pm, Thursday, 5 May 2022.
<b>Rate Set Date</b>	Thursday, 5 May 2022. The initial Interest Rate for the Capital Bonds will be set and announced to the market on this date.
<b>Issue Date/ Allotment Date</b>	13 May 2022.
<b>First Reset Date</b>	13 May 2027.
<b>Maturity Date</b>	13 May 2052.

The dates set out in this Terms Sheet are indicative only and Mercury, in conjunction with the Joint Lead Managers, may change the dates set out in this Terms Sheet. Mercury has the right in its absolute discretion and without notice to close the Offer early, to extend the Closing Date or to choose not to proceed with the Offer. If the Closing Date is extended, subsequent dates may be extended accordingly.



# RISKS.

An investment in the Capital Bonds is subject to the risks that:

- (i) Mercury becomes insolvent and is unable to meet its obligations under the Capital Bonds; and/or
- (ii) if the investor wishes to sell the Capital Bonds before maturity, the investor is unable to find a buyer or that the amount received is less than the principal amount paid for the Capital Bonds.

Investors should carefully consider the features of the Capital Bonds which differ from the features of a standard senior bond. Those features include the ability of Mercury to defer interest, optional early redemption rights for Mercury, a margin step-up, an election process and the subordinated nature of the Capital Bonds. Key risks concerning those features are set out in detail below.

This summary does not cover all of the risks of investing in the Capital Bonds. For example, whilst certain risks in relation to the Capital Bonds are set out in more detail below, those risks relating to Mercury, rather than the Capital Bonds themselves, are not set out below on the basis that information relating to Mercury and its operations is already disclosed to the market pursuant to Mercury's continuous disclosure obligations under the NZX Listing Rules. Also, the summary below sets out the risks in relation to the Capital Bonds that differ from risks in relation to standard senior bonds. It does not cover the risks that are common to both the Capital Bonds and standard senior bonds (such as risks around liquidity and your ability to sell the Capital Bonds at a given price, or at all).

Investors should carefully consider those risk factors (together with the other information in this Terms Sheet) before deciding to invest in the Capital Bonds.

The statement of risks in this Terms Sheet also does not take account of the personal circumstances, financial position or investment requirements of any investor. It is important, therefore, that before making any investment decision, investors give consideration to the suitability of an investment in the Capital Bonds in light of his or her individual risk profile for investments, investment objectives and personal circumstances (including financial and taxation issues).

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

You should speak to your financial adviser about the risks involved with an investment in the Capital Bonds.

## DEFERRAL OF INTEREST PAYMENTS

There is a risk that interest payments on the Capital Bonds will be deferred by Mercury for a period of up to five years, as described in the paragraph headed *Discretionary deferral of interest* on page 5.

Mercury has a broad discretion to defer the payment of interest on the Capital Bonds, and Bondholders will not have an immediate redemption right in those circumstances.

## REDEMPTION PRIOR TO THE MATURITY DATE

Although the Capital Bonds have a term of 30 years, Mercury may choose to redeem the Capital Bonds early in certain circumstances.

Mercury may elect to redeem the Capital Bonds in the circumstances outlined in the paragraph headed *Optional early redemption by Mercury* on page 5. While some of those redemption triggers may appear to be unlikely to occur, recent history suggests that such events can occur, and Mercury will have the right to redeem after five years and on each subsequent Reset Date.

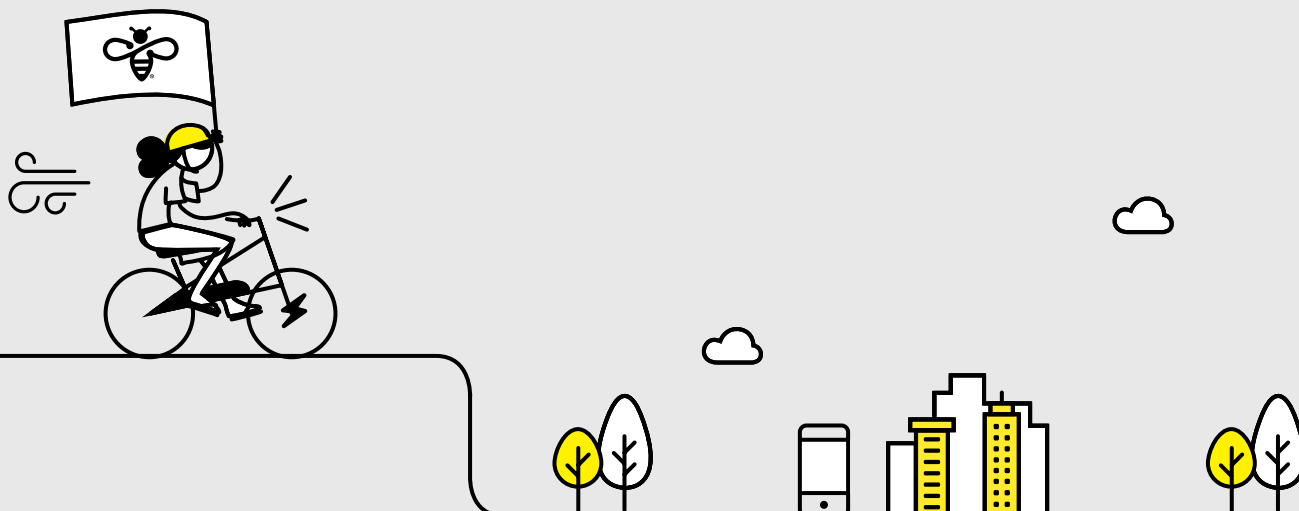
If Mercury is entitled to redeem any of the Capital Bonds, the method and date by which Mercury elects or is required to do so may not accord with the preference of individual Bondholders. This may be disadvantageous in light of market conditions or a Bondholder's individual circumstances.

## RANKING

The Capital Bonds rank behind all of Mercury's unsubordinated obligations. In a liquidation of Mercury, the holders of the Capital Bonds would be paid only after all amounts owing by Mercury to its bankers, holders of senior bonds (including senior green bonds), holders of US private placement notes, and general and trade unsubordinated creditors, have been paid. After payment of those amounts, there may be insufficient funds available to the liquidator to repay all or any of the amounts owing on the Capital Bonds.

## SUPERVISOR'S ENFORCEMENT RIGHTS

Investors should be aware that even if the right to seek repayment of the Capital Bonds is exercised following the occurrence of an Event of Default, the Supervisor has very limited powers to enforce these rights given the subordinated nature of the Capital Bonds. For example, the Supervisor has no ability to appoint a receiver with a view to recovering amounts owing to Bondholders and is only entitled to file a conditional claim in the event of the liquidation of the Issuer requiring repayment of the Capital Bonds after all prior ranking indebtedness has been repaid in full.



# OTHER INFORMATION.

Copies of the Trust Documents are available at Mercury's website at [www.mercury.co.nz/investors/bonds/capital-bonds-mcy050](http://www.mercury.co.nz/investors/bonds/capital-bonds-mcy050).

Any internet site addresses provided in this Terms Sheet are for reference only and, except as expressly stated otherwise, the content of any such internet site is not incorporated by reference into, and does not form part of, this Terms Sheet.

Investors should seek qualified independent financial and taxation advice before deciding to invest. In particular, you should consult your tax adviser in relation to your specific circumstances. Investors will also be personally responsible for ensuring compliance with relevant laws and regulations applicable to them (including any required registrations).

For further information regarding Mercury, visit [www.nzx.com/companies/MCY](http://www.nzx.com/companies/MCY).

## CONTACT DETAILS

### Issuer

Mercury NZ Limited  
33 Broadway  
Newmarket  
Auckland 1023

### Arranger and Joint Lead Manager

Forsyth Barr Limited  
Level 23, Shortland & Fort  
88 Shortland Street  
Auckland 1010  
0800 367 227

### Joint Lead Managers

Bank of New Zealand  
Level 6, Deloitte Centre  
80 Queen Street  
Auckland 1010  
0800 284 017

Craigs Investment Partners Limited  
Level 36, Vero Centre  
48 Shortland Street  
Auckland 1010  
0800 226 263

### Supervisor

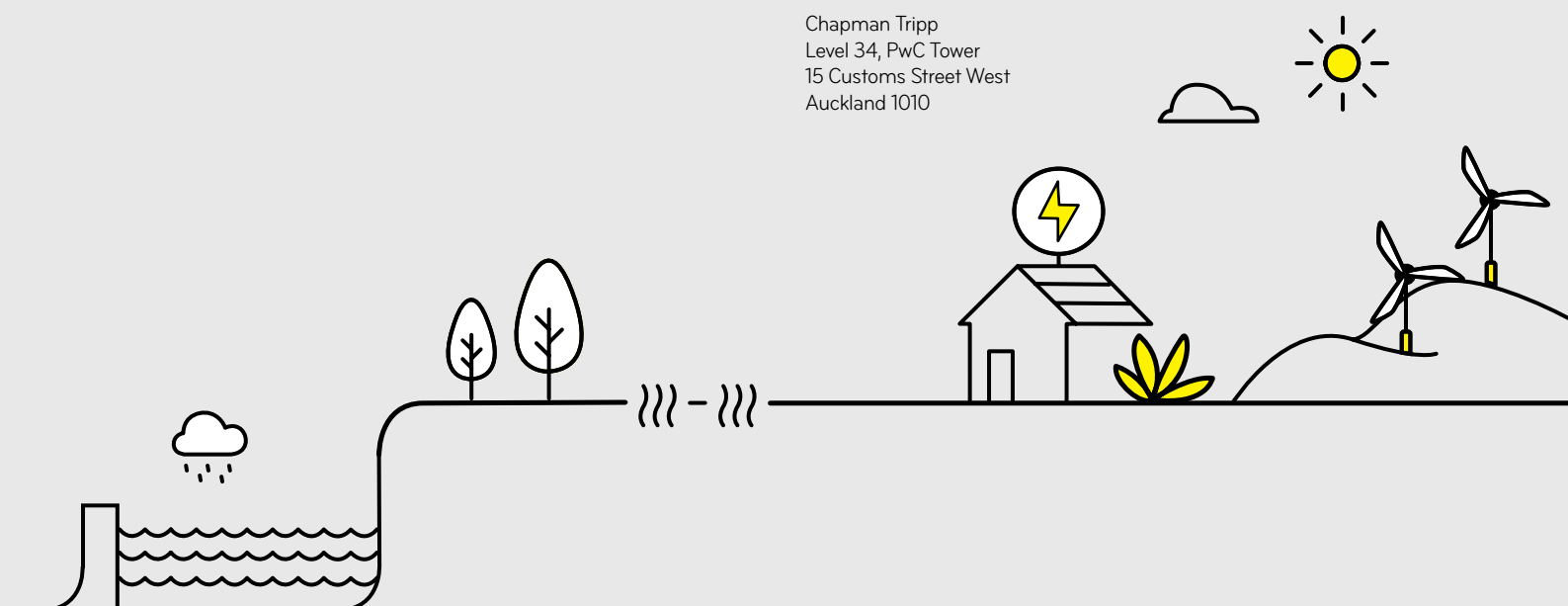
The New Zealand Guardian Trust Company Limited  
Level 6, 191 Queen Street  
Auckland Central  
Auckland 1010

### Registrar

Computershare Investor Services Limited  
Level 2, 159 Hurstmere Road  
Takapuna  
Auckland 0622  
Private Bag 92119  
Victoria Street West  
Auckland 1142

### Legal advisers to Mercury

Chapman Tripp  
Level 34, PwC Tower  
15 Customs Street West  
Auckland 1010



# SCHEDULE 1 – SELLING RESTRICTIONS

## GENERAL

The Capital Bonds may only be offered or sold in conformity with all applicable laws and regulations in New Zealand and in any other jurisdiction in which the Capital Bonds are offered, sold or delivered. Specific selling restrictions as of the date of this Terms Sheet are set out below for the United States, Australia, Hong Kong, Japan, Singapore and the United Kingdom.

No action has been or will be taken by Mercury which would permit a public offer of Capital Bonds, or possession or distribution of any offering material, in any country or jurisdiction where action for that purpose is required (other than New Zealand).

No person may purchase, offer, sell, distribute or deliver Capital Bonds, or have in their possession, publish, deliver or distribute to any person, any offering material or any documents in connection with the Capital Bonds, in any jurisdiction other than in compliance with all applicable laws and regulations and the specific selling restrictions set out below.

By subscribing for Capital Bonds, you indemnify Mercury, the Arranger, the Joint Lead Managers, the Registrar and the Supervisor in respect of any loss incurred as a result of you breaching these selling restrictions.

## UNITED STATES

The Capital Bonds have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended ("**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) except in accordance with Regulation S or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Capital Bonds will not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time, or (ii) otherwise until 40 days after the completion of the distribution of all Capital Bonds of the tranche of which such Capital Bonds are part, as determined and certified by the Joint Lead Managers except in accordance with Rule 903 of Regulation S. Any Capital Bonds sold to any distributor, dealer or person receiving a selling concession, fee or other remuneration during the distribution compliance period require a confirmation or notice to the purchaser at or prior to the confirmation of the sale to substantially the following effect:

"The Capital Bonds covered hereby have not been registered under the United States Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States, or to or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering of the Capital Bonds and the closing date except in either case pursuant to a valid exemption from registration in accordance with Regulation S under the Securities Act. Terms used above have the meaning given to them by Regulation S."

Until 40 days after the completion of the distribution of all Capital Bonds or the tranche of which those Capital Bonds are a part, an offer or sale of the Capital Bonds within the United States by any Joint Lead Manager or any dealer or other distributor (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Regulation S.

## AUSTRALIA

This Terms Sheet and the offer of Capital Bonds are only made available in Australia to persons to whom an offer of securities can be made without disclosure in accordance with applicable exemptions in sections 708(8) (sophisticated investors) or 708(11) (professional investors) of the Australian Corporations Act 2001 (the "**Corporations Act**"). This Terms Sheet is not a prospectus, product disclosure statement or any other formal "disclosure document" for the purposes of Australian law and is not required to, and does not, contain all the information which would be required in a "disclosure document" under Australian law. This Terms Sheet has not been and will not be lodged or registered with the Australian Securities & Investments Commission or the Australian Securities Exchange and the issuer is not subject to the continuous disclosure requirements that apply in Australia.

Prospective investors should not construe anything in this Terms Sheet as legal, business or tax advice nor as financial product advice for the purposes of Chapter 7 of the Corporations Act. Investors in Australia should be aware that the offer of Capital Bonds for resale in Australia within 12 months of their issue may, under section 707(3) of the Corporations Act, require disclosure to investors under Part 6D.2 if none of the exemptions in section 708 of the Corporations Act apply to the re-sale.

## HONG KONG

WARNING: This Terms Sheet has not been, and will not be, registered as a prospectus under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong, nor has it been authorised by the Securities and Futures Commission in Hong Kong pursuant to the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong (the "**SFO**"). No action has been taken in Hong Kong to authorise or register this Terms Sheet or to permit the distribution of this Terms Sheet or any documents issued in connection with it. Accordingly, the Capital Bonds have not been and will not be offered or sold in Hong Kong other than to "professional investors" (as defined in the SFO and any rules made under that ordinance).

No advertisement, invitation or document relating to the Capital Bonds has been or will be issued, or has been or will be in the possession of any person for the purpose of issue, in Hong Kong or elsewhere that is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Capital Bonds that are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors. No person allotted Capital Bonds may sell, or offer to sell, such securities in circumstances that amount to an offer to the public in Hong Kong within six months following the date of issue of such securities.

The contents of this Terms Sheet have not been reviewed by any Hong Kong regulatory authority. You are advised to exercise caution in relation to the Offer. If you are in doubt about any contents of this Terms Sheet, you should obtain independent professional advice.

## JAPAN

The Capital Bonds have not been, and will not be, registered under Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948), as amended (the "**FIEL**") pursuant to an exemption from the registration requirements applicable to a private placement of securities to Qualified Institutional Investors (as defined in and in accordance with Article 2, paragraph 3 of the FIEL and the regulations promulgated thereunder). Accordingly, the Capital

Bonds may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan other than Qualified Institutional Investors. Any Qualified Institutional Investor who acquires Capital Bonds may not resell them to any person in Japan that is not a Qualified Institutional Investor, and acquisition by any such person of Capital Bonds is conditional upon the execution of an agreement to that effect.

## SINGAPORE

### SINGAPORE SECURITIES AND FUTURES ACT PRODUCT

CLASSIFICATION: Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 (the "SFA"), Mercury has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Capital Bonds are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

This Terms Sheet and any other materials relating to the Capital Bonds have not been, and will not be, lodged or registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this Terms Sheet and any other document or materials in connection with the offer or sale, or invitation for subscription or purchase, of Capital Bonds, may not be issued, circulated or distributed, nor may the Capital Bonds be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except pursuant to and in accordance with exemptions in Subdivision (4) Division 1, Part 13 of the SFA, or as otherwise pursuant to, and in accordance with the conditions of any other applicable provisions of the SFA.

This Terms Sheet has been given to you on the basis that you are (i) an "institutional investor" (as defined in the SFA) or (ii) an "accredited investor" (as defined in the SFA). In the event that you are not an investor falling within any of the categories set out above, please return this Terms Sheet immediately. You may not forward or circulate this Terms Sheet to any other person in Singapore.

Any offer is not made to you with a view to the Capital Bonds being subsequently offered for sale to any other party. There are on-sale restrictions in Singapore that may be applicable to investors who acquire Capital Bonds. As such, investors are advised to acquaint themselves with the SFA provisions relating to resale restrictions in Singapore and comply accordingly.

## UNITED KINGDOM

Neither this Terms Sheet nor any other document relating to the Offer has been delivered for approval to the Financial Conduct Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended ("FSMA")) has been published or is intended to be published in respect of the Capital Bonds.

The Capital Bonds may not be offered or sold in the United Kingdom by means of this document or any other document, except in circumstances that do not require the publication of a prospectus under section 86(1) of the FSMA. This Terms Sheet is issued on a confidential basis in the United Kingdom to "qualified investors" (as defined in Article 2(e) of the UK Prospectus Regulation). This Terms Sheet should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received in connection with the issue or sale of the Capital Bonds has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of the FSMA does not apply to Mercury.

In the United Kingdom, this Terms Sheet is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 ("FPO"), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investments to which this Terms Sheet relates are available only to relevant persons. Any person who is not a relevant person should not act or rely on this Terms Sheet.

