

Financial Advice Provider Client Agreement

This Financial Advice Provider Client Agreement ('Agreement') is between Max Money Group Limited FSP564207, (hereafter referred as 'we', 'us', or 'our') and the client (hereafter referred as 'you', or 'your'). This Agreement sets out the services that we will provide to you, including any important information you should know before deciding to obtain financial advice from us.

1. About your Financial Advice Provider

Max Money Group Limited FSP564207 (Max Money Group), holds a licence issued by the Financial Markets Authority to provide financial advice service.

Under that licence it provides financial advice service in relation to *Personal Lending Products* (also known as consumer credit contracts) under the brand Max Loans.

Also, under that licence it provides financial advice service in relation to insurances such as *Payment or Lifestyle Protection Insurance Products*, and *Mechanical Breakdown Insurance Products* under the brands Max Loans and Max Insurances.

Max Money Group is also authorised under the licence of :

1. Astute Financial Management Limited FSP641829 (Astute) to provide financial advice service in relation to residential lending products (also known as consumer credit contracts); and
2. Insure 247 Limited FSP626729 (Insure 247) to provide financial advice service in relation to general insurance products for both residential clients (e.g, home and contents insurance, car and vehicle insurance and travel insurance) and commercial clients (e.g., liability insurance, cyber risk insurance, life & key person insurance, professional risk insurance and property insurance).

Max Money Group trades under the brand :

1. Max Mortgages when providing financial advice service relating to residential lending products; and
2. Max Insurances when providing financial advice service relating to general insurance products.

2. About your Financial Advisers

Max Money Group employs several Financial Advisers. Our Financial Advisers specialise in the provision of different financial advice services to ensure our clients receive the best possible and most suitable financial advice for them.



Rachael Alexander, Financial Adviser (Managing Director)

Name and FSP number:	Rachael Alexander, FSP 604549
Financial Advice Services	Residential Lending General Insurance Personal Lending Payment or Lifestyle Protection Insurances, Mechanical Breakdown Insurances
Telephone:	09 913 3011, or 027 346 7627
Email:	rachael.alexander@maxmoneygroup.co.nz
Fax:	09 913 3012
Business Address:	Unit D1, 27-29 William Pickering Drive, Rosedale, Auckland, 0632

Nishat Zubair, Financial Adviser (Mortgages)

Name and FSP number:	Nishat Zubair, FSP 636629
Financial Advice Services	Residential Lending Personal Lending Payment or Lifestyle Protection Insurances, Mechanical Breakdown Insurances
Telephone:	09 913 3011, 027 272 4475
Email:	nishat@maxmortgages.co.nz
Fax:	09 913 3012
Business Address:	Unit D1, 27-29 William Pickering Drive, Rosedale, Auckland, 0632

Vashna Bhavik, Financial Adviser (Personal Lending)

Name and FSP number:	Vashna Bhavik, FSP 1002042
Financial Advice Services	Personal Lending Payment or Lifestyle Protection Insurances, Mechanical Breakdown Insurances
Telephone:	09 913 3011
Email:	vashna@maxloans.co.nz
Fax:	09 913 3012
Business Address:	Unit D1, 27-29 William Pickering Drive, Rosedale, Auckland, 0632



Errol Gonsalves, Financial Adviser (Personal Lending)

Name and FSP number:	Errol Gonsalves, FSP 1002043
Financial Advice Services	Personal Lending Payment or Lifestyle Protection Insurances, Mechanical Breakdown Insurances
Telephone:	09 913 3011
Email:	errol@maxloans.co.nz
Fax:	09 913 3012
Business Address:	Unit D1, 27-29 William Pickering Drive, Rosedale, Auckland, 0632

Nicholas(Nick) Corbett, Financial Adviser (Personal Lending, General Insurance)

Name and FSP number:	Nicholas(Nick) Corbett, FSP 1001150
Financial Advice Services	Personal Lending General Insurance
Telephone:	09 913 3011
Email:	nick@maxmoneygroup.co.nz nick@maxinsurances.co.nz
Fax:	09 913 3012
Business Address:	Unit D1, 27-29 William Pickering Drive, Rosedale, Auckland, 0632

Neither Max Money Group, nor any of our Financial Advisers, have been subject to a reliability event. A reliability event is something that might materially influence you in deciding whether to seek advice from Max Money Group. As an example, it would include court, regulator, or disciplinary committee actions, or having been discharged from bankruptcy in the last four (4) years.

3. Nature and scope of our advice

Personal Lending Products

We are able to provide you with financial advice relating to your personal lending needs. We are accredited with a wide range of lenders to offer you a range of personal lending products, structures, and interest rates. Your Financial Adviser’s role is to recommend a lender or lenders suited to your needs.



Please refer to **Schedule 1** in Appendix 1 for a list of lenders on our list of approved Product Providers. A Product Provider is a licensed financial institution that, following our due diligence process, we are comfortable recommending to our clients as part of our product offerings.

Payment or Lifestyle Protection Insurance Products and Mechanical Breakdown Insurance Products

We are able to provide you with financial advice relating to Payment or Lifestyle Protection Insurance Products and Mechanical Breakdown Insurance Products. Your Financial Adviser's role is to recommend an insurer or insurers suited to your needs.

Please refer to **Schedule 2** in Appendix 1 for a list of payment or lifestyle protection insurance providers and mechanical breakdown insurance providers on our list of approved Product Providers. A Product Provider is a licensed financial institution that, following our due diligence process, we are comfortable recommending to our clients as part of our product offerings.

Residential Lending Products

We are able to provide you with financial advice relating to your home loan. We are accredited with a wide range of banks and non-bank lenders to offer you a range of home loan products, structures, and interest rates. Your Financial Adviser's role is to recommend a lender or lenders suited to your needs.

Please refer to **Schedule 3** in Appendix 1 for a list of the lenders on our list of approved Product Providers. A Product Provider is a licensed financial institution that, following our due diligence process, we are comfortable recommending to our clients as part of our product offerings.

General Insurance Products

We are able to provide you with financial advice relating to general insurance products for your personal assets (eg; home and contents insurance, car and vehicle insurance and travel insurance) and/or your business assets (eg; liability insurance, cyber risk insurance, life & key person insurance). We are accredited with a wide range



of insurance providers to offer you a range of insurance products, coverage, and premiums. Your Financial Adviser's role is to recommend an insurer or insurers suited to your needs.

Please refer to **Schedule 4** in Appendix 1 for a list of the general insurance providers on our list of approved Product Providers. A Product Provider is a licensed financial institution that, following our due diligence process, we are comfortable recommending to a consumer as part of our product offerings.

4. Financial advice service not in scope of this agreement

No advice on Your Personal Risk Insurance requirements

Our Financial Advisers are unable to provide advice on your personal risk insurances (such as life insurance, mortgage protection insurance, serious illness or trauma insurance, medical insurance, disability insurance, etc.) However, we can refer you to a Financial Adviser who specialises in those areas if you would like advice on those products.

No Advice on Your Asset Protection and Estate Planning needs

Our Financial Advisers' are unable to give you advice on family trusts (or other types of trusts), wills and enduring powers of attorney. They are also unable to give you advice relating to taxation matters. We believe these areas are important to you and recommend that you seek advice from another suitably qualified professional.

No Advice on Your KiwiSaver

Our Financial Advisers are unable to give you advice on the use of your investment in KiwiSaver retirement fund(s) to partially fund your home purchase. If you plan to make use of your investment in KiwiSaver fund(s) as part of the mortgage process, we recommend that you seek advice from a Financial Adviser who specialises in investment planning and/or another suitably qualified professional.



5. Our commitment to you

As your Financial Adviser Provider, we have several obligations that we must comply with. These include adhering to a Code of Professional Conduct for Financial Advice Services, legal duties prescribed by law and a requirement to meet certain standards of competence, knowledge, and skill.

In addition to the above, we will:

- Give priority to your interests when providing financial advice.
- Ensure that the financial advice is suitable for you.
- Help you understand the advice process and any complex terminology.
- Exercise care, diligence, and skill in providing you with a financial adviser service.
- Provide all financial advice in writing.
- Maintain accurate records and keep them safe and secure.
- Provide our services in a timely manner.
- Keep your personal information confidential and restricted to only the parties who require it as part of the application process.

6. Your obligations

As the borrower, it is important that you provide accurate and timely information. You have a **duty of disclosure** to advise us of any significant matters or changes that the lender should be made aware of before making their lending decision. Some examples of significant matters or changes include changes to your job or income situation, you taking on any debt not already disclosed to us at the time of making the lending application, etc.

You have a duty of disclosure to advise us of any significant matters or changes that the insurance company or insurance companies should be made aware of before making their decision to provide insurance cover or covers. Some examples of significant matters or changes include claims history, instances if you were denied insurance in the past, etc., not already disclosed to us at the time of making the insurance application, etc.



7. Timeframes

It is important that you provide us with information requested in a timely manner to ensure we can find the best financial advice product(s) for you. Several discussions through either phone, face-to face, and/or email with your Financial Adviser may be required for the entire advice process to be completed.

Timing ranges depending on a number of factors such as the complexity of the financial advice, and how quickly you provide the information requested.

As an example, some loans and/or insurances will be settled or established within the same day, whereas other more complex loans and/or insurances may take longer. Your Financial Adviser will work with you throughout the entire advice process to ensure you are kept well informed as to the status of your loan and/or insurance application(s).

Once your loan and/or insurance has been arranged, we will provide you with a Record of Advice (RoA) document, describing our recommendations that will be based on your personal situation, financial needs, and objectives. The RoA will also include an explanation of the final loan structure and interest rate(s) and/or outline the insurance policy and premium.

We will contact you from time to time to see if your personal circumstances have changed or if we can be of any further assistance to you. We also encourage you to contact us if your situation changes and you require any changes to your loan or insurance cover.

8. How are we paid for our advice (Our remuneration)

Our service to you includes understanding your requirements and personal situation, analysing the options available, researching the suitability of the products and/or Product Providers, securing you finance and/or insurance options, discussing the best options for you based on your personal situation and needs, providing you with our written recommendations, helping you through the settlement/establishment process, ensuring your loans and/or insurances are set up as per our agreement, providing ongoing help with the financial advice



products we have set up (including; loan top-ups, loan restructures, fixed interest rate renewals, insurance renewals, insurance amendments, and insurance claims), and ongoing reassessments to ensure your financial advice products remain suitable to your situation.

We may charge an adviser fee for our services, based on the size and complexity of the product offerings, the product provider/s and the work required to implement the financial advice products. The details of the adviser fees are described in the section **fees, expenses and other amounts payable**. Adviser fees have no GST payable.

Max Money Group, Astute, and/or Insure 247, maybe paid in the form of a commission by the Product Providers if you take out a personal loan, and/or if you take out a mortgage and/or when your insurance policy (or policies) is/are put in place following our advice. The details of the product provider commission are described in the section **conflicts of interests and commissions or other incentives**. Product provider commission is inclusive of GST.

All our Financial Advisers are salaried advisers. In addition to their base salary, an employee may be entitled to commission, in accordance with the *Performance Based Development & Incentive Plan*. This plan is based on the adviser's level of performance across a balance scorecard of individual, customer, team, and business metrics and compliance with applicable legislation, regulation, and the Code of Professional Conduct for Financial Advice Services.

9. Fees, expenses and other amounts payable

Personal Lending Products

We may charge an adviser fee for our services, based on the size and complexity of the loan, the lender and the work required at settlement for the drawdown of your loan. This fee is up to 10% of the loan amount drawn down (or borrowed), plus a \$95 administration fee. The fee is capped at \$1,500. The adviser fee is capitalised to the loan and paid to us directly by the lender.



Payment or Lifestyle Protection Insurances and Mechanical Breakdown Insurance Commissions

We do not charge an adviser fee for our services.

Residential Lending Products

We may charge an adviser fee for our services, based on the size and complexity of the loan, the lender and the work required at settlement for the drawdown of your loan. The adviser fee is up to 1.5% of the loan amount drawn down (or borrowed). The adviser fee is capitalised to the loan and paid to us via the lender.

We may charge a fee for the financial advice provided to a client where a client *repays a residential home loan within a defined time (being 27months) from the date it is drawn down*, but this will be discussed and agreed with you beforehand.

General Insurance Commissions

We may charge an administration fee of \$75 for our services.

10. Conflicts of commission and commissions or other incentives

We have an obligation to put our clients' interests first when making a recommendation. Should any actual or potential conflicts of interest arise during the advice process. We undertake to bring any such conflict of interest to your attention so that you may assess our advice objectively. At present, we have identified the following conflicts of interest:

If you accept and act on our advice, we may receive a product provider commission. Conversely, if you do not accept and act upon our advice, we will not receive a product provider commission.



Personal Lending Products

We may receive initial product provider commission of \$400 or up to 6% of the loan amount drawn down (or borrowed), depending on your customer profile, the lender, the loan amount and the type and complexity of the loan you choose. The commission is paid to us directly by the lender.

Payment or Lifestyle Protection Insurances and Mechanical Breakdown Insurance Commissions

Where insurance is taken out in conjunction with your personal loan and the premium is capitalised to the loan, the product provider commission is paid to us directly by the lender/insurer. We receive initial product provider commission between 20% and 45% of the total premium you pay to the insurance company. The exact amount of the product provider commission will depend upon the lender and/or insurance product provider.

Where insurance is taken out in and the premium is paid in instalments, the product provider commission is paid to us directly by the lender/insurer. We receive a product provider commission of between \$75 and \$150.

Residential Lending Products

We may receive initial product provider commission of between 0.5% and 0.85% of the loan amount drawn down (or borrowed), depending on your customer profile, the lender, and the type and complexity of the loan you choose. We may also receive, every year, product provider commission (known as trail commission) between 0% and 0.2% of the home loan amount that is outstanding (or owed to the lender). The product provider commission is paid by the lender.

General Insurance Commissions

We receive initial product provider commission of between 5% and 25% of the premium you pay to the insurance company in the first year. We may also receive, every year, product provider commission (known as trail commission) of between 5% and 25% of the premium you pay. The product provider commission is paid by the insurer.



Premium Funding Product Provider Commission

We may receive initial product provider commission of up to 4% of the total premium. The product provider commission is paid by the premium funding product provider.

Performance Based Remuneration:

Our remuneration is based on the total amount you end up borrowing (i.e., the more you borrow, the more remuneration received by us), and/or the total amount you end up insuring (i.e., the more you insure, the more remuneration received by us). To ensure that we prioritise your interests above our own, we follow an advice process that ensures our recommendations are made based on your individual goals and circumstances.

All our Financial Advisers complete annual training about how to appropriately manage conflicts of interest.

Max Money Group, Astute, Insure 247 and/or some of our product providers periodically undertake a compliance review of our advice process.

Max Money Group, Astute and Insure 247 also engage an independent compliance consultancy firm to conduct ongoing independent compliance reviews. Product providers may also engage independent compliance consultancy firms to conduct ongoing independent compliance reviews.

Other interests

In addition to being a Financial Adviser, Rachael Alexander is also the sole director and a shareholder of Max Money Group Limited.



Other incentives

From time to time, various product providers (described previously) may also reward us and/or Astute and/or Insure 247, for the overall business provided to them. They may give tickets to sports events, hampers, or other incentives.

11. In the event of a complaint or a dispute

If you are unhappy with our financial advice service, and wish to make a complaint, please:

- Call us on 09 913 3011 or 0508 629 5626 (toll free) between the hours of 8:30 am - 5 pm weekdays
- Email us at info@maxmoneygroup.co.nz
- Write to us at Unit D1, 27-29 William Pickering Drive, Rosedale, Auckland, 0632, addressing your letter to the attention of the Managing Director.

12. Termination

This Agreement will remain in place until it is terminated by either party giving the other at least thirty (30) days' written notice.

13. How we collect, use, and share your information

Max Money Group, Astute, and Insure 247 comply with the Privacy Act 2020.

In order to prepare your loan and/or insurance application and determine your eligibility for a loan/insurance cover, we will require certain personal and financial information from you. It is understood that any information gathered for this service and used in any associated advice reports is personal and will be kept confidential and secure.

The Privacy Act 2020 gives you the right to request access to, and correction of, your personal information.

Information provided by you or any authorised representative, will be used by us for the purpose of providing advice to you and may also be used by:

- a. The Financial Markets Authority and other government regulatory or law enforcing agencies;



- b. Our external compliance service providers who may need access to such information; and
- c. Other professionals such as solicitors, accountants, real estate agents, valuers, other financial advisers we may refer you to for services not in the scope of our advice when such services are required to complement this advice and as requested by you.

We do not hold paper records. All information is electronically stored in a secure online environment which is backed up daily.

On the few occasions where we do receive or print client information, we dispose of all paper through a professional document destruction firm. Paper is stored in a secure lockable document destruction bin held at our business address provided earlier in this document, for four months at a time. Every four months, the professional document destruction firm physically collects the secure, locked document destruction bin and shreds the contents in an environmentally sustainable way.

From time to time, this information may be updated and/or changed. We undertake to advise you of material changes to any of the items or products/services noted above via email and/or via post.

14. Client confirmation

I/We appoint Max Money Group Limited trading as, Max Loans, Max Mortgages, Max Insurances and Max Businesses, to provide the financial advice service described in the section **Nature and scope of our advice**. I/We confirm and declare to the Financial Adviser and any other information recipients that:

- I/We understand the nature and scope of advice provided to me/us including the areas not in the scope of advice (described in serial 4 of this Agreement under **Financial advice service not in the scope of this agreement**).
- I/We have disclosed my Residency status.
- I/We acknowledge that the Financial Advice Provider and the Financial Advisers need to rely upon the information supplied by me/us in order to provide or arrange to provide the financial advice services requested. Accordingly, I/we agree to indemnify and keep indemnified the Financial Advice



Provider and Financial Advisers in relation to any liability, claims, damages, costs (legal or otherwise) and losses whatsoever resulting from, or in relation to, any information provided or implied by me/us in relation to the Financial Advice Service requested by me/us. This clause is to survive the expiration or termination of this Agreement.

- My/Our contact information can be added to the data base of the Financial Advice Provider so I/we can receive, in the future, regular updates, newsletters, and information on any additional financial advice services provided by the Financial Advice Provider.
- My/Our personal or financial circumstances could change over time and it is my/our responsibility to contact the Financial Advice Provider when changes occur that may require the Financial Advice Provider to modify, change or provide new financial advice based on those changed circumstances advised by me/us.
- I/We grant permission to the staff and other financial advisers of the Financial Advice Provider to access my/our personal information in order to provide financial advice service to me/us in the event my/our designated financial adviser is not available.
- I/We have the right to access and to correct my/our personal information held by the Financial Advice Provider.
- I /We understand how my/our personal information may be shared as described in this Agreement in the section **How we collect, use, and share your information.**
- I/We consent to the collection, use and disclosure of my personal information for the following purposes:
 - Verifying any information that I give to you (or information that you may collect from other sources) with third parties and third-party databases, including government agencies such as the NZ Transport Authority, Department of Internal Affairs, Motor Vehicle Register, Credit Reporting Agencies, and PPSR (for a purpose related to your application for credit or administering your account with us, including for fraud prevention, and complying with the Anti-Money Laundering and Countering Financing Terrorism Act 2009).



Signed on behalf of Max Money Group Limited		Date	
Client Signature		Date	
Client Signature		Date	



Appendix 1

Schedule 1: Providers of Personal Lending Products

Aotea Finance (Takanini) Limited	Geneva Finance Limited	Oxford Finance Limited
Avanti Finance Limited	Instant Finance Limited	Personal Loan Corporation Limited
Community Financial Services Limited	Latitude Financial Services Limited	Pioneer Finance Limited
Finance Now Limited	Nectar Trustee Limited	Unity Credit Union

Schedule 2: Providers of Payment or Lifestyle Protection Insurance Products and Mechanical Breakdown Insurance Products

DPL Insurance Limited (Autosure)	Personal Loan Corporation Limited (Waiver Insurance)	Provident Insurance Corporation Limited
Janssen Insurance Limited	Protecta Insurance New Zealand Limited	Quest Insurance Group Limited

Schedule 3: Providers of Residential Lending Products

AIA Services New Zealand Limited	DBR Limited	Pepper New Zealand Limited
ANZ Bank New Zealand Limited	FICO Finance Ltd	Plus Finance Limited
ASAP Finance Limited	First Mortgage Managers Limited	Resimac Financial Securities Limited
ASB Bank Limited	Funding Partners Limited	Southern Cross Finance Limited
Avanti Finance Limited	General Finance Limited	Southland Building Society
Bank of China (New Zealand) Ltd	Gold Band Finance Limited	Strata Funding Limited
Bank of New Zealand	Heartland Bank Limited	The Co-operative Bank Limited
Basecorp Finance Limited	Industrial and Commercial Bank of China (New Zealand) Limited	TSB Bank Limited
Bluestone Mortgages NZ Limited	Liberty Financial Limited	Unity Credit Union
China Construction Bank	Midlands Funds Management Limited	Westpac New Zealand Limited
Cressida Capital One Limited		



Schedule 4: Providers of General Insurance Products

Ando Insurance Group Limited	Dual New Zealand Limited	NM Insurance Pty Limited
Chubb Insurance New Zealand Limited	Elantis Premium Funding Limited*	Vero Insurance New Zealand Limited
Classic Cover Insurance Limited	IAG New Zealand Limited	

**Premium Funding Product Provider specifically for General Insurance Products to provide our customers with the ability to pay their general insurance policy premiums over regular instalments.*

