

Terms of Engagement

These Terms are the standard terms of which The Mortgage Girls Ltd provides services to our clients. With these you do not need to sign any formal documentation to indicate your acceptance of these terms, it is assumed from you continuing to engage with us.

Along with these terms you will be provided with a copy of your adviser's disclosure statement.

If you are unsure of any of The Terms or have any questions please do not hesitate to ask your adviser.

What The Mortgage Girls do;

The Mortgage Girls are a group of Mortgage Advisers specialising in providing advice and transactional solutions for Mortgage and Risk Insurance for clients. Our goal is to help you from start to finish and ongoing with your financial plans.

Details about The Mortgage Girls and Your Adviser;

Company Name The Mortgage Girls Ltd
NZ Company Registration 5752143
Established 03 August 2015

Contact Details 0800 864 864 or info@themortgagegirls.co.nz
Registration Your adviser is an Individual Registered Financial Adviser for the purposes of the Financial Advisers Act 2008. Your adviser acts on behalf of The Mortgage Girls Ltd to provide you with financial advice

Details of the products that I am permitted to advise on are set out in the disclosure statement provided with The Terms of Engagement.

Approved Product Providers;

The Mortgage Girls currently work with the following providers in order to offer you products and solutions your adviser thinks best suit your circumstances, occasionally these providers may change.

Mortgage Providers ANZ, ASB, BNZ, Westpac, TSB, SBS Bank, The Co-operative Bank, Heartland Bank, Liberty Financial, NZCU Baywide, NZCU South, Resimac, Avanti, Select, Southern Cross Financial, Sovereign, First Mortgage Trust and other unsecured finance companies as well as private equity lenders.
Risk Insurance The Mortgage Girls offers you the opportunity for a specialist Insurance Broker to contact you in order to discuss Risk Insurance options, please do advise if this is a service you would like more information provided on and we will pass on your contact details in order to be contacted.

How The Mortgage Girls and your adviser will work for you;

The Mortgage Girls work in the following manner;

- Your adviser will agree on areas of advice requirements & establish our terms of our engagement.
- Your adviser will get to know you and gather all necessary facts of your situation and identify your specific needs and objectives.
- Your adviser will then analyse and research your circumstances & develop strategies to meet your needs and objectives.
- Your adviser will facilitate the application process for agreed products and services.
- Your adviser will prepare & present a statement of advice outlining their recommendations & implement any such agreed recommendations.
- Your adviser will monitor the implementation & review these strategies and actions on a regular basis.
- Your adviser will also provide an ongoing service of assisting you in managing the re fixing of your mortgage facilities
- Your adviser will use all reasonable efforts to complete the services within any agreed timeframes but the timeframes are indicative only.

How The Mortgage Girls get paid;

1. On settlement of a mortgage or issuance of a risk insurance policy, The Mortgage Girls Ltd receives a commission from the above product providers your adviser deals with. The commission is generally of an upfront nature but may also include a small renewal or trail commission. The Mortgage Girls Ltd also receives a fixed rate roll over fee from some providers if your adviser assists in re fixing your loan. (A full schedule of all providers and their commission rates is available from The Mortgage Girls Ltd on request.)
2. In the rare event that you may require your adviser to act on your behalf in a transaction whereby The Mortgage Girls Ltd do not receive a commission from the above panel of providers or you request your adviser to act on your behalf with a provider we do not hold an accreditation with The Mortgage Girls Ltd may charge a one off fee for this work to be completed. Any such fee would be agreed in advance and authorised by your adviser in writing. For all Investment, Development and Commercial Finance applications, a fee will be charged and this will be defined at the earliest opportunity and a mandate detailing those terms will be agreed usually prior to the lodgement of any loan application.
3. Where in good faith substantial work has been applied towards any loan application and the application has been withdrawn by the client, at the discretion of the adviser, a minimum fee of \$500 plus GST
4. Occasionally a residential lender may apply a remuneration claw back from the adviser when a loan is not retained for a minimum period generally within 27 months. Claw backs most often apply where the loan was disclosed by the client for long term residential or investment purposes but where the borrower chose to sell the property or refinance inside the first 27 months. Where a claw back or partial claw back applies, the client may be charged directly for any short fall in remuneration this would be calculated on a rate of \$250 (plus GST) per hour of the Adviser's time spent providing Service's to you in connections with the applicable mortgage or insurance.

If an invoice for repayment is sent from The Mortgage Girls limited, you agree to pay the fees set out above, within 14 days of a valid invoice from The Mortgage Girls Ltd.

Your Obligations

Any advice or product implementation provided as a result of this needs analysis can only be as good as the information received from you, please do provide your adviser with the information as requested. Without relevant and correct information about your personal and financial situation your adviser runs the risk of giving advice that is not appropriate for your needs. If you are unsure as to why your adviser needs certain information please ask so that they can explain. Please ensure the following;

- I. All information that you provide is accurate, complete and not misleading
- II. All information provided is relevant to the Services provided to you, including information which may be relevant to a product provider in deciding whether or not to enter into an agreement with you in respect of a product or service, even if your adviser does not specifically request such information; and
- III. Please ensure you provide your adviser with updates of any information that you provide where there has been a change to such information

Conflicts of Interest

If, in the course of providing the Services, The Mortgage Girls or your Adviser identify circumstances that could cause us or the Adviser to have a conflict of interest, we will evaluate the potential conflict and, depending on the circumstances, apply appropriate safeguards to manage it. You acknowledge that we may need to terminate this engagement if we are unable to resolve or manage a conflict of interest satisfactorily.

Termination

Either party may terminate this engagement at any time by providing written notice to the other party.

Liability

These Terms are entered into between The Mortgage Girls Ltd, your Adviser and the Client only. You acknowledge that neither the Adviser nor any sub-advisers are party to these Terms, and that the Services are provided to you on behalf of the Company.

To the extent permitted by law the Company's liability is limited to an obligation to re-perform any Services that do not comply with these Terms or to repay any charges paid by you pursuant to the notes mentioned in how The Mortgage Girls Ltd gets paid above (if applicable). You acknowledge that this limitation of liability is reasonable in light of the fact that, except in the limited circumstances set out in how The Mortgage Girls get paid above, we do not charge you any fee for the Services.

To the extent permitted by law, you agree that the Adviser and any sub-advisers do not bear any personal liability in relation to any Services you receive or loss you suffer in connection with those Services.

You acknowledge that The Mortgage Girls Ltd does not;

- stand behind or vouch for any advice or other Services you receive from us; nor
- bear any liability, whatsoever, for the Services.

Privacy Act

1. It is understood that any information gathered for this needs analysis is personal and your adviser and The Mortgage Girls undertake to keep this information confidential and secure.
2. The Privacy Act 1993 gives you the right to request access to and correction of, your personal information.
3. Information provided by you and or any authorised agent will be used by your adviser and The Mortgage Girls for the purpose of providing advice to you and may also be used by any:
 - a) Product or service provider when implementing any of my/our recommendations or variations thereof;
 - b) Compliance advisers, assessors or by any claims investigators who may need access to such information
 - c) Other professionals such as solicitors, accountants, finance brokers, insurance brokers, financial planners when such services are required to complement this advice and as requested by you.
4. Your information provided will be scanned to our secure customer management portal managed through The New Zealand Financial Services Group then shredded and destroyed. Otherwise on the rare occasion documents need to be held by The Mortgage Girls Ltd they will be held at; 174 Huxley Street, Sydenham, Christchurch.

General

- a. These Terms, together with the documents referred to in these Terms, constitute the entire agreement of the parties concerning the subject matter of these Terms, and supersede and cancel any previous representations, agreements, understandings or arrangements (whether written or oral) between the parties.
- b. Unless otherwise agreed with you, we may communicate with you at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects (corruption). The Mortgage Girls and your Adviser do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication. If you have any doubts about the authenticity of any communication or document purportedly sent by us, please contact us immediately.
- c. These Terms are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts.
- d. You may not transfer or assign your rights or obligations under these Terms.
- e. The Mortgage Girls may update these Terms upon 30 days' prior written notice to you. By continuing to engage us you will be deemed to have accepted the updated terms.