# Adviser disclosure statement

I am a financial adviser FSP 768071 and I am giving financial advice on behalf of Jatz Limited.

My Contact details are:

Name: Lee Mason Address: 1 Tennyson Street, Trentham, Upper Hutt 5018 Mobile: 021 885528

This is an important document. Please take the time to read it carefully and keep it in a safe place.

# Nature and scope of my advice

**Financial Advice** 

We have agreed that I will provide you with limited scope financial advice in relation to your investment in the investment products indicated below offered by New Zealand Funds Management Limited:

NZ Funds KiwiSaver Scheme, which is made up of the Income, Inflation and Growth Strategies. Clients can either invest via the Life Cycle process, which progressively allocates their investment across the Income, Inflation and Growth Strategies, and adjusts the allocation as the client ages, or can select their own allocation to these Strategies using the Self Select option.

NZ Funds Wealth Builder, which is made up of the Income, Inflation and Growth Strategies. Clients can either invest via the Life Cycle process, which progressively allocates over each of the three strategies, and adjusts the allocation as the client ages, or can select their own allocation to each strategy using the Self Select option.

NZ Funds Income Generator, which is designed to provide investors with regular income and the potential for capital gains over time. The fund is primarily invested in premium New Zealand and Australian dividend - paying shares. It passes those dividends on to investors.

#### Advice Process

In providing you with limited scope financial advice I will provide you with generic advice based on what is usually suitable for people in a particular group based on common characteristics (such as age, etc). My advice will not take into account your own individual needs or your personal situation except to the extent necessary to identify the group to which you may belong. You can use this generic advice to form your own opinion about whether the standard recommendations are right for you personally.

Generic recommendations may not be suitable for you. If you are concerned that this may be the case, you may benefit from comprehensive financial advice.

#### **Advice Limitations**

The nature of my advice is limited in scope as outlined above. I will not provide you with financial advice in products other than those identified above.

This document sets out the scope of the financial advice services to be provided to you by Jatz Limited. It also sets out the Terms & Conditions associated with our financial advice services. By acting on our financial advice you agree to these Terms & Conditions.

### Fees

**Financial Advice Fees** 

There are no financial advice fees associated with limited scope financial advice.

#### **Investment Management Fees**

Your investment portfolio is made up of investments in the Portfolios and Strategies managed by NZ Funds. NZ Funds charges these Portfolios and Strategies fees for providing management and administration services to them. Details of the fees charged to each Portfolio and Strategy are contained in the Product Disclosure Statement for that Portfolio or Strategy.

#### **Reliability Events**

Neither I nor Jatz Limited have been subject to a reliability event. A reliability event is something that might be materially influence you in deciding whether to seek advice from me or from Jatz Limited.

#### Financial Adviser Duties

I have duties under the Financial Markets Conduct Act 2013 relating to the way that I give advice.

I am required to:

give priority to your interests by taking all reasonable steps to make sure our advice isn't materially influenced by my own interests;

exercise care, diligence, and skill in providing you with advice;

meet standards of competence, knowledge and skillset by the Code of Professional Conduct for Financial Advice Services (these are designed to make sure that I have the expertise needed to provide you with advice); and

This is only a summary of the duties that I have. More information is available by contacting me, or by visiting the Financial Markets Authority website at www.fma.govt.nz.

## Conflict of interest, commissions, and incentives

I am paid through

Jatz Limited receives service payments from New Zealand Funds Management Limited. These service payments include an onboarding payment of up to

for each client that invests in the NZ Funds KiwiSaver Scheme. NZ Funds Wealth Builder or NZ Funds Income Generator (the NZ Funds Investment solutions). Jatz Limited also receives an annual service payment of up to 0.4% on amounts invested in the NZ Funds investment solutions. Jatz Limited will share some of these service payments with me.

To ensure that all Jatz Limited financial advisers prioritise each client's interests above their own, they follow an advice process that is designed to ensure their recommendations are made on the basis of the client's circumstances and financial goals and are suitable for the client. Jatz Limited also:

Has a quality assurance programme in place to monitor the advice our financial advisers provide; actively monitors compliance with our conflicts policies and procedures; and

Ensures training is provided to all Jatz Limited financial advisers about how to manage conflicts of interest.

### Complaints

Jatz Limited is committed to ensuring that all client complaints are handled and resolved in a professional, fair and timely manner in accordance with our Client Complaints Policy and associated procedures. If you are not satisfied with the financial advice services I have provided to you, you can make a complaint by contacting Jatz Limited at:

Lee Mason 1 Tennyson Street Trentham Upper Hutt 5018

lee@leemason.co.nz 021 885528

# **Terms and Conditions**

# 1. Definition

"Adviser", "me" or "I" refers to the financial adviser named on page 1 of this Agreement.

"Investment Portfolio" means your investment with NZ Funds.

"NZ Funds" means New Zealand Funds Management Limited and includes its subsidiaries, directors and employees.

"Services" mean the services set out in this Agreement.

"You" or "your" refers to the person (or people) named as the Client on page 1 of this Agreement.

# 2. You acknowledge

- 2.1 You agree and understand that you have received limited scope financial advice that does not take into account your individual needs or your personal situation except to the extent necessary to identify the group to which you may belong. You also understand that the advice is based on what is usually suitable for people in a particular group. As such, you acknowledge that the advice may not be suitable for you.
- 2.2 You agree that no person is liable for the advice provided to you if the information you provided was inaccurate or incomplete.
- 2.3 The value of any investment can rise and fall. No promise or guarantee is made by either me or NZ Funds as to performance of, or return of, any funds invested. You may experience a permanent loss of the capital you have invested in your Investment Portfolio.
- 2.4 I do not promise or guarantee your financial goals, investment objectives and/or desired performance will be achieved by your Investment Portfolio.
- 2.5 Your Investment Portfolio relies on third party providers. You acknowledge they are not liable for any loss or damage (including but not limited to negligence) in connection with your Investment Portfolio and any software or other inputs used.

# 3. Communications

- 3.1 All instructions given by you to me or NZ Funds must be in writing. I do not have authority to implement or make any changes to your Investment Portfolio without first receiving written instructions from you.
- 3.2 Where more than one person owns an Investment Portfolio a communication given by one will bind all others.
- 3.3 We may communicate by post or email. In either case we will use the most recent address provided.

## 4. Tax

4.1 I do not have any responsibility (or liability) for your tax, unless the law says otherwise. You indemnify me and NZ Funds against any amount sought from either of us by any revenue authority in relation to your Investment Portfolio.

## 5. Warranties

5.1 All statutory and common law conditions; guarantees; warranties or terms (whether express or implied) are excluded from this Agreement unless the Consumer Guarantees Act 1993 says otherwise. Where you have entered into this Agreement for business purposes you agree that the Consumer Guarantees Act does not apply.

# 6. Liability

- 6.1 Neither I nor NZ Funds is liable for anything we do (or fail to do) in providing the Services and you acknowledge that you are solely responsible for any loss on your Investment Portfolio, except to the extent that either I or NZ Funds has been fraudulent, grossly negligent or has wilfully breached this Agreement.
- 6.2 If you want to make a claim against either me or NZ Funds you agree to notify us in writing within six months of the event giving rise to the claim occurring.
- 6.3 If either of us is found liable to the other (whether in contract, tort, or otherwise) and the claiming party and/or a third party has contributed to the loss or damage being claimed, then the liable party shall only be liable to the extent of its own contribution.

## 7. Term

- 7.1 This Agreement starts on the date we sign it and continues until one of us provides written notice of termination. You acknowledge that clauses 4, 5, 6, 8, 9 and 10 survive termination.
- 7.2 If you die, the Services may be provided to your estate in which case this Agreement will apply to your estate until your estate enters into its own agreement.

## 8. Privacy and Confidentiality

- 8.1 We will both respect the confidentiality of all information provided.
- 8.2 You authorise me and NZ Funds to hold and disclose personal information about you, in order for us to carry out our obligations under this Agreement.
- 8.3 Nothing in this Agreement prevents either party from disclosing information to our professional advisers.
- 8.4 Both NZ Funds and I, for purposes of complying with regulatory requirements, may disclose information about you (for example to the Financial Markets Authority or the Inland Revenue Department). Where this is the case, you agree to us disclosing this information.
- 8.5 You consent to both me and NZ Funds providing you with newsletters or other information in relation to our services.
- 8.6 You consent to your personal information being shared with relevant authorities including Inland Revenue.

## 9. Contracts and Commercial Law Act 2017

9.1 Where necessary, NZ Funds, its employees, directors and officers shall be entitled to rely on and enforce this Agreement in their personal capacity as if they were a party to it.

## 10. Other

- 10.1 This Agreement represents the entire agreement between us in relation to the Services and, if relevant, your Investment Portfolio and may not be changed unless we both agree in writing.
- 10.2 You may not assign your obligations under this Agreement to someone else without my written agreement.
- 10.3 I may assign its obligations under this Agreement to someone else without your agreement.
- 10.4 Not exercising, or delaying exercising, a right (or remedy) which may arise under this Agreement does not mean the right (or remedy) is waived. No waiver of any right that one of us has under this Agreement will be effective unless it is in writing and signed by whichever one of us is granting the waiver.
- 10.5 Neither of us is liable to the other for any failure or delay to do something under this Agreement if the failure or delay is caused by anything beyond our control.
- 10.6 This Agreement is governed by, and shall be construed in accordance with, the laws of New Zealand.