



## DISCLOSURE, SCOPE AND TERMS OF ENGAGEMENT

Full Name: Rajesh Krishnamurthy  
 FSP Registration number: 451086  
 Company name: Moneykart Limited  
 Address: 8, Dainton Place, New Lynn, Auckland 0600  
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### It is important that you read this document

This information will help you to choose a financial adviser that best suits your needs. It will also provide some useful information about the financial adviser that you choose.

### What sort of adviser am I?

I am a registered, but not authorised, financial adviser. I can give you advice about Consumer Credit Contracts (including Mortgages and Personal Loans), and personal insurance products including Fire and General Insurance products.

### What should you do if something goes wrong?

If you have a problem, concern, or complaint about any part of my service, please tell me so that I can try to fix the problem. You may contact the internal complaints scheme by contacting Moneykart Limited by telephone on 09 8277887 by email on rajesh104@moneykart.co.nz or in writing to Moneykart Limited, 8, Dainton Place, New Lynn, Auckland 0600. If we cannot agree on how to fix the issue, or if you decide not to use the internal complaints scheme, you can contact Financial Disputes Resolution Service (FDRS). This service will cost you nothing, and will help us resolve any disagreements. You can contact FDRS at: Address: 142 Lambton Quay Wellington, City, Wellington 6011 Telephone number: Call Free 0508 337 337 Email address: enquiries@fdrs.org.nz

### How am I regulated by the Government?

You can check that I am a registered financial adviser at <http://www.fspr.govt.nz>. The Financial Markets Authority regulates financial advisers. Contact the Financial Markets Authority for more information, including financial tips and warnings. You can report information or complain about my conduct to the Financial Markets Authority, but in the event of a disagreement, you may choose to first use the dispute resolution procedures described above (under What should you do if something goes wrong?).

### Declaration

I, Rajesh Krishnamurthy declare that, to the best of my knowledge and belief, the information contained in this disclosure statement is true and complete and complies with the disclosure requirements in the Financial Advisers Act 2008 and the Financial Advisers (Disclosure) Regulations 2010.

Signed  
 Rajesh Krishnamurthy

### What we do

I am a registered Financial Adviser who is a primarily advises on mortgages and/or insurance.

### How we work

I work in the following manner;

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

### Experience and Qualifications

I have worked in the financial services industry for over 10 years and have also worked as a Lender with Westpac and ANZ. I hold an NZCFS Level 5 Certificate in Residential Property Lending. I also hold a Diploma in Sales Management & Marketing from Cambridge Tutorial College, Britain; a Diploma in Marketing & Advertising Management from K.C. College of Management Studies, Bombay and Bachelor's Degree in Commerce from the University of Delhi. I am also a Fellow of the Institute of Managers and Leaders Australia/New Zealand.

I am committed to continuous professional development and keep up to date with the latest in the industry by attending Training and refresher courses conducted by the service providers from time to time. As a Registered Financial Adviser (FSP 451086) of NZ I am committed to an ethical and professional code of conduct.

I speak several languages. I am active in the community contributing to society through my volunteering and participation in social and charitable organisations.

### Product Providers

I am an Accredited Adviser with the following companies and recommend the products & solutions I think best fit your circumstances and requirements: ANZ, ASB, Avanti Finance, Sovereign Home Loans, Westpac, SBS Bank, Co-op Bank, TSB Bank, Resimac, DBR, MBG and ASAP Finance, First Mortgage Trust, Basecorp Finance, Southern Cross Finance, Liberty Financial, NZCU – Baywide, Gold Band Finance, Cressida, Asset Finance, Admiral finance, Oxford Finance, Pepper Money, Bluestone.

\*I may also access other companies not listed above should the solution for you necessitate a provider not listed above.

I am accredited with AIA-Sovereign, Partners Life, Fidelity Life, Onepath- Cigna Life, Accuro and NiB for life and health insurance

### How we get paid- Commissions and Fees

On settlement of a mortgage or Insurance I receive commission from the above providers I deal with. The commission is generally of an upfront nature but may also include a small trail commission. I may also receive a fixed rate roll over fee from some providers if I assist in re fixing your loan.

In the rare event that you may require me to act on your behalf in a transaction whereby I do not receive a commission from the above panel of providers or you request me to act on your behalf with a provider we do not hold an accreditation with I may charge a one off fee for this work to be completed. Any such fee would be agreed in advance and authorised by you in writing.

6.1 Subject to clause 6.2, clause 6.3 and 6.9, Moneykart will not charge you for the Services. You acknowledge that Moneykart and the Insurance Broker will receive a commission payment from a Provider in connection with any Mortgage Finance or Insurance Contract entered into by You ("Commission"), and such Commission may comprise an up-front Commission, an ongoing commission (or a combination of both) or, in the case of any Insurance Contract, a share of the commission received by the Insurance Broker. Moneykart may also receive certain other monetary or non-monetary benefits from Providers.

6.2 Moneykart may charge a service fee for work completed for you which does not attract a Commission. This fee will be agreed in advance with you before Moneykart undertakes any work and will be invoiced to you upon completion of the work or, in the case of ongoing work, at the end of each month.

6.3 You acknowledge and agree that certain Commissions may be clawed back by Lenders if a client re-finances or repays a loan or a similar event occurs within a minimum period specified by the Lender. In the event that Moneykart receives a claw back of any Commission paid, you agree that you will, following provision of an invoice by Moneykart, pay Moneykart for the clawed back amount specified in the invoice. Claw back is typically based on a graduated scale from 100% up to 12 months from completion of full loan drawdown to 0% after 27 months. This structure is an indication only and can vary from Lender to Lender.

6.4 You acknowledge that Moneykart may make payments to persons who refer clients or customers to Moneykart. Any such payments will be made at the sole and absolute discretion of Moneykart and are not detrimental to Moneykart's clients.

6.5 Payment of any invoice from Moneykart (including payment of GST) will be due in cleared funds by no later than 7 days following the date of invoice.

6.6 If payment is not received by Moneykart on the due date, interest may be charged at the rate of 10% pa., such interest to be calculated on a daily basis from the date payment was due until the date on which payment of the overdue amount (including interest) is made in full and will accrue after as well as before any court order or judgment.

6.7 You will not be entitled to withhold payment of, or to make any deduction from, or set off any amount against, any monies payable to Moneykart.

6.8 Moneykart reserves the right to recover from you all expenses and legal costs incurred by Moneykart (including solicitor/client costs and debt collector's costs) in relation to obtaining or seeking to obtain remedy of default in payment by you and the enforcement of the Contract.

6.9 Moneykart works on a No success No Fee policy. An administration fee of \$1000 is applicable on all loan applications and is payable upon receipt of conditional approval. This fee is refundable upon settlement of the loan. Should you not proceed with the loan for whatever reason, the administration fee is payable to cover the time and effort we have invested on your behalf to package your loan application, find a suitable lender and secure a conditional/final approval.

**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 so I ask that you provide me with the information I request. Without relevant and correct information about your personal and financial situation I run the risk of giving advice that is not appropriate for your needs. If you are unsure as to why I need certain information please ask so that I can explain.

**Privacy Act**

1. It is understood that any information gathered for this needs analysis is personal and I 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 me and any members of my staff 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 or assessors who may need access to such information; and
  - c) Other professionals such as solicitors, accountants, finance brokers, financial planners when such services are required to complement this advice and as requested by you.
4. The information will be held by me/us at: 8, Dainton Place, New Lynn, Auckland 0600

**Scope of Service and Engagement**

The following are the areas or advice or product that you are requesting from me, subject to any specific objectives or limitations of our engagement. Unless noted below, our discussions and my advice will be in relation to:

- Property or Business Funding
- Insurance
- Others (please specify below)

Specific limitations of this analysis and/or advice documentation (if any)

Other specific objectives, tasks or terms of this engagement

**Acknowledgements**

I may be required to evidence that I have explained specific requirements or obligations and provided certain information to you. Please acknowledge by ticking and signing below that these requirements have taken place.

- Disclosure Statement** I / We acknowledge that I / we have received a Disclosure Statement from the adviser named in this document.
- Provision of Information** I / We acknowledge the advantages of undertaking a full suitability (needs) analysis and the need to provide relevant personal and financial information and by not doing so I / we risk receiving advice or product recommendations that may not be appropriate to my / our needs.
- Scope of Service** I / We understand the services being provided are restricted to the scope of service or subject to specific limitations indicated on the previous page.
- Privacy Act** I / We acknowledge that I / We have read and understood the information relating to the Privacy Act 1993 and how this information may be used.
- Adviser Remuneration** I / We acknowledge I / We have had the basis of adviser remuneration fees and clawback explained to me/us.

Client name: \_\_\_\_\_

Client name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_