

At Sandeep Khanna Mortgages Ltd (SKM) Mortgage Advisory, we value transparency and believe in providing our clients with a comprehensive understanding of our services and associated terms. We are pleased to have the opportunity to assist you with your mortgage needs.

Our primary mission is to guide you through the home loan application process, helping you secure the most favorable mortgage terms and conditions available in the market. We are proud to offer our advisory services to you free of charge. However, it's essential for us to outline a particular aspect of our engagement that involves the potential application of a Clawback fee.

Clawback Fee: Understand that in most cases, our services come at no direct cost to you. However, we would like to inform you that should you decide to sell your property, refinance your mortgage, or make a lump sum payment towards your loan a Clawback fee may be applied. This fee amounts to 0.85% of the loan amount, which is necessary for us to reimburse the bank as per our contractual obligations.

Loan Duration Requirement: Furthermore, as a mortgage advisory company, we maintain contractual agreements with various banks. When we refer clients to these banks, we are required to ensure that the loan remains active with the bank for a minimum duration of 28 months.

Your Agreement: We kindly request that you carefully review the attached document, which outlines our terms of engagement in detail. If you find these terms acceptable and would like to proceed with our services, please sign the attached copy of the document and email it back to us at your earliest convenience. By doing so, you indicate your acceptance of our terms and conditions.

We are committed to providing you with expert guidance and exceptional service throughout your mortgage journey. Should you have any questions or require further clarification regarding our services or the attached terms of engagement, please do not hesitate to reach out to our team.

Thank you for considering SKM Mortgage Advisory for your mortgage needs. We look forward to assisting you in achieving your homeownership goals.

Sincerely,
Sandeep Khanna

Terms Of Engagement

1. Who We Are

Adviser Name	Sandeep C Khanna
Company Name	Sandeep Khanna Mortgages Ltd
Trading Name	Sandeep Khanna Mortgages Ltd
Contact Details	Address Unit 1, 54 Wordsworth Street Sydenham Christchurch 8023
	Phone +64 21 208 3152
	Email sandeep@skfinance.co.nz
NZCN	9429047169197
Registration	<p>The Company is a Registered Financial Adviser {Entity} and the Adviser is a Registered Financial Adviser (Individual) for the purposes of the Financial Advisers Act 2008.</p> <p>The Adviser {and any sub-advisers} acts through the Company to provide you with financial advice.</p> <p>Details of the products that the Adviser is permitted to advise on are set out in the Adviser Disclosure Statement.</p>

2. Product Providers

We are an accredited adviser with the following Product Providers. The Adviser recommends approved products provided by these Product Providers which the Adviser considers takes into account your financial situation or goals.

Mortgage Providers

ANZ	Basecorp Finance	Liberty Financial	Select Home Loan
ASB	Cressida	NZCU	Southern Cross
ASAP Finance	CFML	Pepper Money	Sovereign
Avanti Finance	DBR	Prospa	The Cooperative Bank
Bank of China	First Mortgage Trust	Resimac	TSB Kiwi Bank
Bank of New Zealand	Heartland Bank	SBS Bank	Zip Business Westpac

Occasionally we may notify you of updates to the Product Providers.

3. Services

In providing the services, we will ensure that the adviser works with you in the following manner:

- The Adviser will agree with you what your requirements are in relation to advice relating to mortgage and/or insurance products and services.
- The Adviser will get to know you and gather information from you about your financial situation, personal objectives and risk position.
- The Adviser will then develop recommendations for mortgage options based on your situation and objectives.
- The Adviser will also assess your risk position and develop recommendations for insurances you should consider.
- The Adviser will prepare and provide a statement of advice to you, which outlines the Adviser's recommendations.
- The Adviser assist you with considering the recommendations and facilitate the application process for products and services selected by you.
- The Adviser also provides as ongoing service of assisting you in managing the re-financing of your mortgage facilities.
- The Adviser will use all reasonable efforts to complete the Services within any agreed timeframes bit the timeframes are indicative only.

4. 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.

5. Conflicts of Interest

If, in the course of providing the Services, we 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.

6. Liability

These Terms are entered into between us, the Company, and you, 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 clause 11 - Charges - Payments You May Be Required to Make - overleaf (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 clause 11, 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.

7. Termination

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

8. Collection of Personal Information and Client Confidentiality

We will collect personal information in accordance with our privacy policy, available upon request.

The key terms of the privacy policy, at the date of these Terms of Engagement, are summarised in the document titled Privacy Disclosure and Consent Form, a copy of which you acknowledge you received with these Terms.

At SKM we regard client confidentiality with the utmost importance. We will not disclose any confidential information obtained from or about you to any other person, except in accordance with our Privacy Policy.

9. General

1. We may employ or contract sub-advisors for the purposes of assisting with the provision of the Services to you.
2. 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.
3. 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). We 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.
4. These Terms are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts.
5. You may not transfer or assign your rights or obligations under these Terms.
6. We 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.

10. How We Get Paid

Generally, we don't charge you any fee for the advice and transactional solutions that your Adviser provides to you. This is possible because, on settlement of a mortgage, we usually receive a fee from the applicable Product Provider. The fee is generally of an upfront nature but may also include a renewal or trail fee. We also receive a fixed rate roll over fee from some Product Providers if we assist in re-financing your mortgage. There are two exceptions to this general position which are explained below.

A full schedule of all Product Providers and their fee rates are available on request.

11. Charges - Payments You May Be Required to Make

CHARGING FEES: By reading this statement you have authorised SKM adviser (herein referred to as the financial adviser) to arrange mortgage finance, and accept/agree on the following arrangements:

- (a) Repayment of commission: if a product or service provider requires that we repay commission within 28 months of settlement of your mortgage to the lender. Any such fee would be calculated based on a rate of 0.85% of the original amount. This may arise in very limited circumstances, such as if you have repaid a loan in full, within 28 months.
- (b) In the event the Financial Adviser obtains a formal letter of offer from the lender based on the information provided by the applicant(s) and for whatsoever reason the applicant(s) do not proceed **with the letter of offer from the financial Adviser, but do not settle the subject transaction, the applicant(s)** are required to reimburse the financial Adviser a sum not less than \$1200 including GST for the time & costs incurred by the financial adviser. This is refundable if you decide to come back to SKM within 6 months of the time frame and you settle the loan with the financial lender.
- (c) I may charge a one -off fee for work completed for the clients where such work does not attract a broker payment from the lender, or where such payment does not commercially compensate me for the work undertaken. This charge, if applied, will be disclosed by me at the earliest possible time during the loan assessment process. This will be assessed at the time and invoiced to you based on \$250 plus GST if applicable per hour for the adviser time spend on your application.

If applicable, you agree to pay the fees set out above, within 14 days of receipt of a valid invoice from us.

12. Dictionary of Terms

Adviser means the Adviser identified in Section 1 above.

Client means the person(s) identified as the Client in Section 1 above.

Company means the Company identified in Section 1 above.

Product Providers means the product providers listed in section 2 above, as updated by us from time to time upon notice to you.

Services the advice and transactional services provided by the Advisor, or sub-advisors, acting through the Company, pursuant to these Terms.

Terms means these terms of engagement, as amended from time to time.

We, our or us means the Company. Where the context requires, it includes the Adviser acting through the Company for the purposes of performing the Services.

You means the Client (and, where there is more than one Client, includes all Clients).

If you have any comments or questions about these Terms or any related matters, please contact us. We welcome your feedback

Acknowledgments

I may be required to evidence that I have explained specific requirements or obligations and provided certain information to you.

Please acknowledge you understand this by signing below.

Client name: _____

Client name: _____

Signature: _____

Signature: _____

Date: ____/____/____

Date: ____/____/____