

NZ Wholesale Client – Declaration, Agreement and Terms and Conditions

Investor Details (Block letters please)

Participation in the Amova Asset Management New Zealand Limited (Amova NZ) wholesale investment scheme is limited to persons or entities who are New Zealand resident, and whose principal business is the investment of money or who, in the ordinary course of and for the purposes of their business, habitually invest money; and consequently (or for other reasons) come within the disclosure exclusions set out at Schedule 1, Clause 3 of the Financial Markets Conduct Act 2013.

Entity Name:		
Postal Address:		
Suburb:	City:	Post code:
Contact Person:		
Phone:	Email:	

IRD Number:	
PIR Rate:	0%10.5%17.5%28%

Entity Status (tick all applicable boxes)

Portfolio Investment Entity		Foreign Investment Vehicle		Limited Liability Company	
Qualifying Unit Trust ^{1, 2}		Public Listed Company		Charitable Trust	
Life Insurer		Entity established by the Crown		Community Trust	
Portfolio Investor Proxy		Other, provide detail		Local Authority	

1 per Income Tax Act 2007
2 including Registered Superannuation Schemes

Please provide: Constitutive Documents, Statutory Registration Certificate and current Resident Withholding Tax Exemption Certificate.

NZD Nominated Bank Account Details

Account Name:		Name of Bank:	
Address of Bank:			
Account details:			
	Bank	Branch number	Account number
			Suffix

Please supply proof of your bank account such as a bank statement or deposit slip

Declaration and Application Agreement

We:

1. are New Zealand resident(s);
2. are a person(s) who meets the wholesale investor exclusions set out at Schedule 1, Clause 3 of the Financial Markets Conduct Act 2013 and we shall immediately notify Amova NZ if this ceases to be the case;
3. have read the current relevant Investment Mandate and Fund Fact Sheets (if any);
4. acknowledge the Manager will act on further instructions for applications and/or repurchase requests as communicated by our duly authorised officers and/or agents;
5. acknowledge the Manager may redeem part or all of our unit holding should it contribute to a breach of any Funds' Portfolio Investment Entity eligibility status;
6. acknowledge distributions will be reinvested by the purchase of additional units in the Fund unless we have advised to the contrary
7. Agree that:
 - We shall pay the Management Fees and Charges set out in Appendix 1 below;
 - Amova NZ shall manage our investment in accordance with the Investment Instructions set out in Appendix 2 below;
 - Amova NZ shall provide the reporting set out in Appendix 3 below which Amova NZ may change from time to time at its discretion as business processes change;
 - Any bespoke terms and conditions (if any) shall be set out in Appendix 4 below;
 - The provision of services shall be governed in accordance with:
 - The Trust Deed for the Amova NZ Investment Scheme and Amova NZ Wholesale Investment Scheme entered into between Amova NZ and Public Trust dated 13 June 2016, which may be amended from time to time without reference to you in accordance with its terms (available on the Disclose Register). NOTE that the TRUST DEED CONTAINS A TERMINATION PROVISION AND A LIMITATION OF LIABILITY in clause 43.2; and

The Amova NZ Operational and Administrative Terms and Conditions for Wholesale Clients available at the following link: <https://nz.amova-am.co.nz/terms-and-conditions-wholesale-clients> which Amova NZ may change from time to time at its discretion as business processes change. The current version of Amova NZ Operational and Administrative Terms and Conditions for Wholesale Clients is attached as Appendix 5 for information purposes only. If there is any difference between Appendix 5 and the version published on Amova NZ's website, the version on the website prevails;

- Any bespoke terms and conditions (if any) shall be set out in Appendix 4 below;
 - We shall provide all information that Amova NZ reasonably requests for onboarding purposes, which includes information that Amova NZ requires to meet its regulatory, tax and AML/CFT obligations in respect of a client.
8. Privacy: We accept that the personal information collected in relation to the investment is for purposes relating to compliance, administration, operation, security and management of the Funds. Parts of the personal information provided information may be stored in cloud based services or in Amova NZ group infrastructure in other countries. some of your information may be held by and/or accessible by to disclosed to third party partners of ours or entities that we are required by law to interact with. These include, but are not limited to, professional registry service providers, professional custodians who hold your assets, statutory supervisors, marketing agencies, IT support and data warehousing businesses (which may be based off shore), businesses that provide anti money laundering checks, and Government agencies, such as regulators and tax authorities, and financial advisers if you have instructed us to have access to your information. In every instance, we shall take steps to ensure that your information is kept safe and secure.
 9. We warrant that we are authorised to act on behalf of the client and make the investment.

Changes to signatories or other details must be advised in writing.

Signatory Name 1:

Signatory Name 2:

Signature:

Signature:

Date:

Date:

Agreed on behalf of Amova NZ

Signatory Name

Signature:

Date:

Appendix 1 – Management Fees and Charges

Amova NZ Fund	Management Fee
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Client's preferred Fund from which to pay fees by redeeming units	Tick one
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Deduct from investment (Wholesale NZ Cash Fund)

Deduct from Investment (Other fund) – please specify:

Settle invoice by separate payment

Distribution List for invoicing:

Recipient Name(s)	Email Address
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Appendix 2 – Investment Instructions

Amova NZ Wholesale Fund approved for investment	Investment Allocation (%)	Operating Range above or below the Investment Allocation (if applicable)	Range Limit above or below the Investment Allocation (if applicable)
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If a new fund is to be invested after agreement, will this be via a new agreement or new application form?

- New Agreement
- New Application Form

Distributions

- Reinvest as additional units
- Pay to bank account

Appendix 3 - Reporting

The report format is as determined by Amova NZ, and is subject to change from time to time in Amova NZ's discretion.

As required (up to daily)

- Transaction confirmation – to be provided to the Investor within 2 Business Days of the transaction being processed giving details of date of transaction, number of units transacted and dollar amount, and distribution statement.

Monthly

- Statement showing transactions that have occurred in the calendar month, giving details of date of transaction, number of units transacted, dollar value of the transaction and units held and value at the closing date of the statement.
- Investor statement.
- Fund Fact Sheets, which are made available via nz.amova-am.com, or such other method or website/portal as advised from time to time.

Quarterly

- Amova NZ standard compliance statement.

Annually

- Annual PIE tax statement within 6 weeks of 31 March.

Financial Year End

31 March	30 June	31 December	Other (please state)
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Distribution List for reporting/statements:

Recipient Name(s)	Email Address

Appendix 4 – Bespoke Terms and Conditions

None. [or Insert]