# vega

# My Disclosure

This 'My Disclosure' Agreement ('Agreement') sets out the services that we will provide to you, including any important information you should know before deciding to obtain financial advice from us.

# Turns out the best way to get a loan from a bank is not to get a loan from a bank!

Finding a new home takes time, but finding a home loan shouldn't be. We know it's important to get the financing sorted quickly, so you get pre-approval before someone else does. Our Advisers and lending systems bring it all together quickly to get you the right deal out there.

# About Vega

Vega is one of the largest home loan Adviser companies in New Zealand. Through people and technology, our goal is to transform the home loan market for New Zealanders – to be the easiest and most seamless way to get a home loan, insurance or wealth products.

Vega Group Holdings Limited (FSP773794) is a financial advice provider and holds a Financial Advice Provider licence (FAP) issued by the New Zealand Financial Markets Authority. Vega Mortgages Limited (FSP653431) is authorised by that licence to provide financial advice.



# Why Vega

# We partner with most big banks and small lenders

We've looked at the most common mortgage options and have perfected the art of combining mortgage structures aligned to the right bank or non-bank lender.

# As ex-bankers, we know how lenders think.

Our team has extensive lending experience inside banks in the private and commercial sectors. We know just what each of the 26+ lenders that we deal with is looking for in a mortgage application. We'll work closely with you to create a 'Yes' application, which we'll submit to the lender(s) we believe will be most receptive.

#### We make it happen for everyone

We work with people at all stages of their property lifecycle, from getting first-home buyers on the property ladder, right through to helping property investors build their nest eggs through smart lending practices.

# My details

I'm a qualified Financial Adviser – giving advice on behalf of Vega Mortgages Limited ('Vega').

#### My contact details are:

Gareth Jenkins

022 631 2689

gareth.jenkins@vegalend.co.nz

152 Fanshawe Street, Auckland, 1010

FSP Number: 684831

# Important information

Neither Vega nor I have been subject to a reliability event. A reliability event is something that might materially influence you in deciding whether to seek advice from me or from Vega Mortgages Limited. As an example, it would include legal proceedings against me, or if I had been discharged from bankruptcy in the last four years.

# My job is to...

#### Find the best deal for you

With access to over 20 banks and lenders, I'll find you a loan that combines value, flexibility and meets your individual needs.

#### Save you time

I go to the market for you, and compare all relevant options quickly.

#### Give a holistic solution

I can also connect you with home and contents insurance, life insurance and/or income protection insurance for unexpected situations.

#### How it works

Our loan advice process is easy!

- 1 Initial 1-2 hour financial advice meeting
- 2 Pull all details and paperwork together
- 3 Research loan options and make recommendations
- 4 Lodge your application
- 5 Manage the application and approval process
- 6 Manage your settlement process

#### Nature and scope of my advice

I am able to provide you with financial advice relating to your home loan.

#### Banks and lenders I'm accredited with:

ANZ
ASB
BNZ
Basecorp
The Cooperative Bank
DBR
Liberty Finance
ICBC
Property Finance
SBS Bank
Select Home Finance
Unity
Zip

ASAP Avanti Finance CFML Cressida Capital First Mortgage Heartland Bank Resimac Select Asset Finance Pepper Money Southern Cross Partners TSB Westpac Kiwibank

#### Products I can help you with

The types of financial advice products I can give advice on are:

Home Loans Construction Loans Loans for investment property

I can help you with other services by referring you to our partners for the following services:

Asset Finance Fire and General Insurance

Vega's parent company Vega Group Holdings Limited also provides financial advice for personal insurance, business owners' insurance, and fire and general insurance. If you need assistance in any of these areas, I would be pleased to refer you to one of our specialist Advisers.

#### What I can't advise you on

I am unable to give you advice on the use of your KiwiSaver retirement fund(s) or to fund your home purchase. If you plan to use your KiwiSaver fund(s) as part of the mortgage process, I recommend that you seek advice from a Financial Adviser who specialises in investment planning.

I cannot offer legal or tax advice and recommend you consult your solicitor or accountant for this type of advice.

#### Referrals to other professionals

If during the engagement, a need arises for the use of another professional, I will refer you to an appropriate professional. That person will enter into any agreement for services with you directly. For example, if you need legal, accounting or tax advice.

# My commitment to you

As your Financial Adviser, I have a number of obligations that I must comply with. These include adhering to a Code of Professional Conduct for Financial Advice Services, legal duties prescribed by law and a requirement to meet certain standards of competence, knowledge and skill.

In addition to the above, I will:

- Act in your best interests when providing financial advice.
- Ensure that the financial advice is suitable for you.
- Help you understand the advice process and any complex terminology.
- Exercise care, diligence and skill in providing you with a Financial Adviser service.
- Provide my financial advice in writing.
- Maintain accurate records and keep them safe and secure.
- Provide my services in a timely manner.
- Keep your personal information confidential and restricted to only the parties who require it as part of the application process.

I also have duties under the Financial Markets Conduct Act 2013. You can find out more about these on our website www.vegalend.co.nz. I will provide you with further detail when I provide advice to you.

# Your obligations

It's important that you provide accurate and timely information. You also have a need to advise me of any significant matters or changes that the lender should be made aware of before making their decision.

# **Timeframes and ongoing services**

You will need to allocate approximately one to two hours for our first financial advice meeting. Please note that several meetings may be required for the entire application and advice process to be completed.

I will contact you from time to time to see if your circumstances have changed or if I can be of any further assistance to you. In the future, please contact me if your situation changes and/or you require any changes to your loan.

# How I'm paid for my advice

Most of the time, our services are completely free. Instead of being paid by you, I receive remuneration from our suppliers like banks and finance companies. My service to you includes:

- 1 Understanding your requirements and personal situation.
- 2 Analysing the options available to you.
- 3 Researching the suitability of the products and/or product providers.
- 4 Providing you with my written recommendations.

# Mortgage commissions

Vega and I are paid in the form of a commission ('Mortgage Commission') by the Product Providers if you take out a mortgage or other type of loan, following my advice.

The commission is typically between 0.55% and 0.85% of the value of the loan. The amount will depend on the bank and the type of mortgage you choose. We may also receive an ongoing commission (known as a trail) of between 0% and 0.2% of the remaining loan balance, each year.

#### Fees and expenses

Any fees relating to the loan application will be set out in your lender's letter of offer and are paid directly to the lender or service provider.

In certain circumstances, Vega may need to charge a fee for our time, but this will be discussed and agreed by you beforehand. More information on this will be included in my written recommendations later. Here are examples of where fees may be charged:

#### Speciality residential home loan purchase

If you require a loan from a non-mainstream lender and/ or there are complexities to your application, Vega may charge you for their time. The fee is based on \$250+GST per hour. Payment of this fee would be required by the 20th of the month following the invoice or on settlement of the loan.

An example of when such a fee may be charged is if there are credit impairments like defaults made in the past, or if the loan is more complex by nature.

We will always inform you when this is the case, and the fee payable will always be quoted to you before proceeding with the additional work.

# How I manage any conflicts of interest

I have an obligation to act in your best interests when making a recommendation to you. Should any conflicts of interest or potential conflicts of interest arise during the advice process, I will bring it to your attention as soon as practical so you can assess my advice objectively. At present, I have identified the following conflicts of interest:

#### Product provider commission:

If you accept and act on my advice, I will receive a commission. Conversely, if you do not accept and act upon my advice, I will not receive a commission.

#### Performance-based remuneration:

My remuneration is proportionate to the amount you borrow.

To ensure that I prioritise your interests above my own, I follow an advice process that ensures my recommendations are made on the basis of your individual goals and circumstances. I complete annual training about how to appropriately manage conflicts of interest. Vega and/or the lender periodically undertake a compliance review of my advice process.

Vega may also engage an independent compliance consultancy company to conduct ongoing compliance reviews and audits.

#### In the event of a complaint or dispute

The Vega website https://vegalend.co.nz/complaints/ outlines the procedure to follow if you have a dispute and/ or wish to make a complaint about the financial advice or services provided by me.

# How we collect, use and share your information

Vega complies with the New Zealand Privacy Act 2020.

In order to complete your loan application and determine your eligibility for a loan, we will require certain personal and financial information from you.

This information will be made available to Vega, your Financial Adviser, lender, and any other necessary third parties such as credit reporting agencies, government agencies, regulatory authorities, banks and non-bank lenders.

If at any time you wish to have access to, or correct any of, the information obtained with your permission, please contact us. Personal and business information may also be disclosed to:

- Professionals such as solicitors, accountants, insurance Advisers and/or valuers when a referral is made at your request.
- Prospective purchasers, If we intend to sell our Financial Adviser business
- The Financial Markets Authority and/or independent compliance reviewer (as required) for monitoring or compliance purposes.
- Our independent disputes resolution scheme, insurer, product provider or legal adviser in the event of a dispute.

At times, we may be allowed or otherwise obliged to disclose your personal information by law (e.g., under Court Orders or Statutory Notices pursuant to taxation laws).

From time to time, this information may be updated and/ or changed. We undertake to advise you of material changes to any of the items or products/services noted above via email and/or post.

# Termination

This agreement will remain in place until it is terminated by either party giving at least thirty days' written notice.

# **Privacy Act**

I/We acknowledge I/we have read and understood the information relating to the Privacy Act 2020 and how

this information may be collected, used, stored and shared.

# Adviser remuneration

□ I/We acknowledge that I/we have had my/our Adviser remuneration explained and how we manage conflicts of interest.

#### Customer understanding

- □ I/We confirm to the Financial Advice Provider, the product provider and any other information recipients that:
  - I/We understand that our Financial Advice Provider

is required to keep our information for a minimum of seven (7) years after our engagement has completed.

- We understand how our information may be collected, used, stored and shared.
- We have been explained how any extra fees may apply if we repay the mortgage early or change lenders.

# Customer acknowledgement

I/We confirm and declare to the Financial Adviser, the lender and any other information recipients that:

- The information contained in any loan application already made is true and correct.
- That where the Financial Adviser has assisted me/us to complete this application form, that I/we have authorised this and that the information contained in this application is true and correct.
- $\Box$  I/We are at least 18 years of age.
- □ I/We hold New Zealand permanent residency or citizenship.
- I/We understand that our Financial Advice Provider is required to keep our information for a minimum of seven (7) years after our engagement has been completed.
- □ I/We have not withheld any information that would be of concern or interest to a lender.
- □ I/We am/are able to meet legal and valuation costs.
- I/We have not been declared bankrupt, are not currently an undischarged bankrupt, and have not been admitted to the no asset procedure, nor are liable under any proceedings under the Insolvency Act 1967 and its amendments.
- □ I/We have not had any judgments entered against me/us.
- □ I/We acknowledge that the Financial Adviser needs to rely upon the information provided by me/us in order to arrange the finance requested, and agree to indemnify and keep indemnified the Financial Adviser in relation to any liability, claims, damages, costs (legal or otherwise) and losses whatsoever resulting from, or in relation to, any information provided or implied by me/us in relation to this application and the home loan services. This clause is to survive the expiration or termination of this document.
- I/We understand that should my circumstances change before I/we have repaid the full amount owing on any home loan that is entered into as a result of this application, I/we am/are responsible for continuing to make home loan repayments despite those changed circumstances. In the event of my death, I understand that it will be my estate's responsibility to make my home loan repayments and/or to pay off any loan balance.

- I/We acknowledge that if this application has been made jointly with another person, our liability under this application will be joint and several.
- I/We consent to the collection, use and disclosure of my personal information for the following purposes: Verifying any information that I give to you (or information that you may collect from other sources) with third parties and third-party databases, including government agencies such as the NZ Transport Authority, Department of Internal Affairs, Motor Vehicle Register and PPSR (for a purpose related to your application for credit or administering your account with us, including for fraud prevention and complying with the Anti-Money Laundering and Countering Financing Terrorism Act 2009).

Financial Adviser Signature Name: Gareth Jenkins Date: 23/3/23

Customer Signature Name: Date:

Customer Signature Name: Date:



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