



# Terms of Engagement

This document was prepared on 1<sup>st</sup> February 2024

This engagement document outlines the services provided by SOS Group Holdings LTD (SOS Non-Bank)

SOS Non-Bank provides commercial lending solutions for non-regulated borrowing entities. Any borrowing that is consumer and falls under the Credit Contracts and Consumer Finance Act 2003 (CCCFA) you may be referred to our associated body Peak Financial Services at the discretion of SOS Non-Bank.

## 1. Adviser Details

I am a financial adviser giving advice on behalf of SOS Non-Bank. My details are as follows.

<b>Name</b>	Jonathan Battersby
<b>Business</b>	SOS HOLDINGS GROUP LIMITED Trading As SOS Non-Bank
<b>FSP Number</b>	FSP773193
<b>Phone</b>	022 679 8133
<b>Email</b>	jonathan@sosnonbank.co.nz

SOS Non-Bank 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. As an example, a reliability event would include legal proceedings against me, or if I had been discharged from bankruptcy in the last four years.

## 2. Nature and Scope of Advice - Services Provided

As you adviser I can provide advice on the following

**Lending Services** - To provide financial advice regarding commercial lending options and recommend a suitable mortgage or loan. This will also include advice and assistance with refinancing loans as required.

SOS works with a significant number of Non-Banks, Finance Companies and Private Lenders

### Outside your Adviser's Scope of Service

- Accounting Advice
- Taxation Advice
- Legal Advice
- Tenancy Advice
- Investment Advice
- Insurance Advice

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## 3. Referral Agreement

For services that fall outside the scope of the Adviser and where Specialist Advisers are available, I/we authorise the Adviser to provide my/our personal information to the Specialist Adviser for:

- General Risk Insurance
- Personal Risk Insurances
- Investment and Kiwisaver
- Legal Services
- Accounting Services

## 4. Fees you will be liable to pay

SOS Non-Bank charges a set fee for services in line with any instructions requested from Non-Bank Lenders. These include but are not limited to Finance Companies, Private Lenders, Business Lenders.

Should the fee differ from what is written in these terms, this will be provided to you before any further engagement with lenders to seek your approval in writing before proceeding.

There may be instances where an up-front processing fee needs to be charged. Should this arise, this will be communicated directly with you for your approval. If a loan offer is successful this processing fee will be discounted from any fees charged by SOS.

### Fee Schedule

Service	Fees Charged	Payment Terms	Conditions
Initial Meeting	Free	N/A	
General Advice	\$350/hr	7 Days from invoice	At the discretion of SOS Non-Bank
Non-Bank Lending <ul style="list-style-type: none"> <li>• <i>Short- and long-Term Lending</i></li> </ul>	Minimum \$5,000 or 1-2% of the total loan amount whichever is higher	7 days from invoice unless agreed and able to be capitalised into the loan.	This fee will be payable if a loan offer is provided in line with your instructions and for any reason you choose not to go ahead.

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## 5. Complaints and Dispute Resolution

If you are not satisfied with our service you can make a complaint by

Email [gary@sosnonbank.co.nz](mailto:gary@sosnonbank.co.nz)

Phone 021 949 772.

When we receive a complaint, we will consider it following our internal complaints process:

- We will consider your complaint and let you know how we intend to resolve it. We may need to contact you to get further information about your complaint.
- We aim to resolve complaints within 10 working days of receiving them. If we can't, we will contact you within that time to let you know we need more time to consider your complaint.
- We will contact you by phone or email to let you know whether we can resolve your complaint and how we propose to do so.
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If we can't resolve your complaint, or you aren't satisfied with the way we propose to do so, you can contact Financial Dispute Resolution Service (FDRS).

FDRS provides a free, independent dispute resolution service that may help investigate or resolve your complaint if we haven't been able to resolve your complaint to your satisfaction. You can contact FDRS by

Email [complaints@fdrs.org.nz](mailto:complaints@fdrs.org.nz)

Phone +64508337337

You can also write to them at:

Freepost 231075, PO Box 2272, Wellington 6140.

## 6. Conflicts of interest

I have an obligation to act in the best interests of you, the client when making a recommendation. Should any actual or potential conflicts of interest arise during the process, I undertake to bring any such conflict of interest to your immediate notice so that you may assess my advice objectively. At present, I have identified the following conflicts of interest:

*No conflicts as at 1 February 2024.*

## 7. Termination

This agreement will remain in place until it is terminated by either party giving the other at least three (3) days' written notice. The adviser and SOS Non-Bank reserve the right to charge for advice given and time spent in line with the fee schedule outlined in clause 4.

## 8. Use of Information

**SOS Group Holdings Ltd complies with the Privacy Act 2020.**

With your permission, we will collect personal information (including full name, date of birth, address and contact details) so that I may properly administer our relationship and provide you with the requested products and services. This information is physically held at my offices and/or electronically within information technology systems. If at any time you wish to have access to and/or correct any of the information obtained with your permission, please contact me.



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At times, I may be allowed or obliged to disclose information by law (e.g. under Court Orders or Statutory Notices pursuant to taxation laws). I may also disclose personal/business information to other financial institutions and organisations at their request if you seek to obtain products and/or services from them. Personal/business information may also be disclosed to:

- Professionals including but not limited to solicitors, accountants, mortgage brokers and/or stockbrokers when a referral is required.
- If you have insurance, individuals involved in the insurance process including but not limited to claims investigators, medical practitioners, re-insurers, insurance reference agencies, etc.
- If we intend to sell our business, any prospective purchaser of my business.
- The Financial Markets Authority and/or Compliance Reviewer as required for monitoring or compliance purposes.

By signing these terms of engagement you also confirm that you be exclusive in working with SOS Non-Bank. You also agree that during the course of this engagement you will not formally engage any other adviser or seek finance directly yourself without the express permission in writing from SOS Non-Bank.

<b>Name</b>		<b>Signature</b>	
<b>Date</b>			

<b>Name</b>		<b>Signature</b>	
<b>Date</b>			

Signed on Behalf of SOS Non-Bank

Jonathan Battersby  
1<sup>st</sup> February 2024