

Welcome.

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Company:
Financial Freedom Aotearoa Limited
www.enable.me

Welcome to enable.me

Congratulations, you've taken an exciting first step in the journey towards a better financial future!

enable.me was founded in 2007 with one overriding purpose – to help Kiwis make better financial progress. Everything we do is designed to help you achieve better results – whether for you that's getting mortgage-free faster, growing wealth, funding your retirement, growing your business, helping your kids, or saving more.

In the pursuit of those goals you may work with any number of our experts in financial strategy & coaching, property, mortgages, tax, business coaches and accountants over the coming year - because if we're going to go for it, let's take every opportunity to help you get ahead faster!

What to expect from here

Your 13-month programme has two phases: the 'design' phase and the 'execution' phase. The design phase happens in the first month, where we'll meet twice, and a lot of work will happen behind the scenes to ready your strategy. Then we'll spend 12 months in the 'execution' phase of your programme, translating that strategy into results.

We'll meet quarterly to introduce the accountability that most of us need to stay the course! Those meetings are the pillars of your programme and are when we'll be:

- Setting your savings, spending and mortgage repayment targets for each quarter,
- Introducing strategic objectives that may involve additional meetings with other specialists,
- Refining your plan to ensure it is fit for purpose and flexes to account for your obstacles and opportunities as they arise.

We'll be challenging you to think and behave a little differently, so all we ask is that you're up for the challenge! That said, if anything isn't working for you, let's fix it sooner rather than later.

While we expect you'll soon see the numbers speak for themselves, we aim to also provide you with some intangible benefits:

- Less time spent worrying about money,
- Fewer sleepless nights,
- And perhaps even less financial friction in your household!

We hold our team to high standards, but if we ever fall short of your expectations – please let us know and we'll do everything we can to put it right.

This document

The following pages lay out the terms and conditions of working with us, including things like payment and cancellation terms. If you have any questions – please contact our team to discuss further.

We're really looking forward to taking you on the journey to better – so buckle in!

The enable.me team.

enable.me terms and conditions

1. Specific Terms

We accept your instructions to carry out, on your behalf, the work detailed in the signed Authorisation Form. As confirmed in the Confirmation of Instructions letter sent by us, or written letter of instructions sent by you.

2. Costs

The costs you should expect are those stated on your invoice. This should correspond with the Authorisation Form you signed, acknowledging and accepting the cost. If you have engaged us to perform work but have not signed an Authorisation Form, then our charge out rate defaults to \$300 + GST per hour.

3. Ongoing Support Membership

The membership commences from the first of the month following the dated signed Authorisation form. Ongoing support lasts for the period of time as specified in your signed form, and all meetings must be held within this timeframe. We will endeavour to book such meetings, but the onus remains with you to keep the tracking software up to date and attend meetings. If you are unable to attend the scheduled meeting, rescheduling the meeting becomes your responsibility. Failure to reschedule within two weeks of the original meeting will result in forfeiture of the meeting. The rescheduled meeting must be held within four weeks of the original meeting date, and within the membership period. If a meeting is not held within this time frame, the meeting will be forfeited. A forfeited meeting cannot be refunded. Meetings can be offered via phone or Skype if it is impractical for you to attend in person.

4. Payment

4.1 Payment Terms

Payment is due in full, within 4 weeks of your programme commencement.

4.2 Payment Types

Our programme fee is due in full within 4 weeks of signing the Authorisation Form. You can qualify for a prompt payment discount of up to 5% if payment is received within 2 weeks. This discount reduces to 3% if paid via credit card or alternative payment platform (eg. Stripe). If you have any concerns about your account, please let us know as soon as you receive the invoice. We do not accept Diners or Amex.

4.2.1 If payment of the account is not received within three days of the Invoice due date, our accounts department will contact you to request payment in full.

4.2.2 In some instances, you could qualify to pay your fee off over an agreed period of time, in equal monthly instalments. A \$300 + GST admin fee is charged in the event you enter into a pay arrangement. Pay arrangements are

managed internally, or via a third party, including Fee Smart or Ezipay.

4.2.3 A direct debit must be set up for each pay arrangement with the first payment deducted within 4 weeks of your programme commencement. In the event you default on a scheduled payment, you will be charged \$11.50 and the scheduled payment will be deducted again, 3 days later.

4.2.4 If a payment is dishonoured or delayed and you do not contact our offices to rectify within 5 working days of dishonour, we reserve the right to terminate the pay arrangement. Standard payment terms will apply at that point. If standard payment terms are not adhered to, then your programme may be put on hold.

4.3 Financial Difficulties

If you have difficulty paying an account, or any query relating to an invoice, please discuss this with us.

4.4 Overdue Account

We reserve the right to charge interest (calculated at the overdraft rate our bankers charge us, plus 2.5%) on all invoices more than 14 days overdue.

If your Account remains overdue for more than 14 days we reserve the right to cease all work on your file. You remain liable for the cost of work completed up until the date of cessation.

4.5 Debt Recovery

If there is no satisfactory explanation for non-payment of your account, our Accounts Department will issue a letter requesting payment in full within seven days. If you still do not pay, our Accounts Department may institute proceedings to recover the amount owed, interest (as per clause 4.8) and collection fees (including our solicitor fees).

4.5.1 If we engage the services of a debt recovery agency, and any costs incurred by us for the use of such services will be added to the total costs being recovered from you.

5. Cancellation of Membership and Termination Date

To cancel your membership, you must provide written notification. Your termination date is the 1st of the month following receipt of the written notification. Year One clients will be charged for time spent and disbursements paid up until the date of termination. There is a 5-day stand down period after you sign the Authority to Proceed, after which time work will begin and costs will be incurred should you subsequently decide to cancel your programme.

If a refund is due, this will be paid directly to a supplied bank account. Memberships are non-transferable, except in the case from a couple to one person of the original couple (for example, in the event of separation).

Please note that the nature of our programmes means much of the work must be done upfront, at the start of your programme year, so you have a plan to work from. That means any refund is not pro-rata based on how far you are through the programme, or how many meetings you have attended. It is based on the number of hours our financial personal trainers, mortgage and advisory teams have put into the preparation of your plan. After the stand down period has elapsed an administration charge of \$225 + GST will also apply.

Please see the guide below for likely costs if you cancel your programme once your Letter of Advice is underway.

5.1 Year One Programmes

Should you withdraw from any Year One programme before making your payment, we reserve the right to invoice you for all time incurred to that point, at the standard rate of \$300 +GST per hour, plus any disbursements incurred.

Indicative costs if you cancel your programme before the First Review meeting:

Commencement of Draft Letter of Advice - \$300 + GST

Completion of Draft Letter of Advice – up to \$1,800 + GST

5.2 Year Two onwards Programmes

Year Two onwards programme are non-refundable. Should you cancel your membership of any Year Two onwards programme you will not be eligible to receive a refund.

5.3 Other Services

Should you withdraw from any Other Services you will be charged for time spent to the date of termination, plus any disbursements incurred. If a refund is due, this will be paid directly to a supplied bank account.

5.4 PocketSmith

As part of your annual programme we may purchase the PocketSmith (“PS”) tracking software app for 13 months. This license is non-refundable. As part of your programme, you get access to the additional enable.me reporting and functionality within the app while you remain a client of enable.me (i.e. In an annual programme/membership). Should you cancel you will still have access to your PS data, although your PS subscription will be converted to a standard PS subscription which retains the live bank feeds, but reverts to the standard PS reports.

5.5 MoneyFit

As part of your annual programme we may purchase the MoneyFit (“MF”) tracking software app for 13 months. This license is non-refundable. As part of your programme, you get access to the additional enable.me reporting and functionality within the app while you remain a client of enable.me (i.e. In an annual programme/membership). Should you cancel you will still have access to your MF data, although your MF subscription will be converted to a

standard MF subscription which retains the live bank feeds, but reverts to the standard MF reports.

6. Putting your membership on Hold

6.1 A membership may be put on hold once during the membership period, for a maximum of three months, provided that fees for work we have done to date on your programme have already been paid in full. If you are on a payment plan (refer to clause 4.4) at the end of the ‘on hold’ period, your payment plan will recommence for the remaining period of time and will be recalculated into equal instalments of the outstanding fee. To apply to put your membership on hold, you must provide the request in writing to your coach.

6.2 As part of your annual programme you may be subscribed to a tracking software/app (PocketSmith) that remains active for a maximum 13-month period from its creation date. This license is non-refundable and automatically cancels after thirteen months, irrespective of you having your final meeting or if you have put your enable.me programme on hold. If you wish us to partially renew your PocketSmith license to cover the ‘on hold’ period, you will be charged \$100 + GST. Please advise your Coach if you require this service.

6.3 As part of your annual programme you may be subscribed to a tracking software/app (MoneyFit) that remains active for a maximum 13-month period from its creation date. This license is non-refundable and automatically cancels after thirteen months, irrespective of you having your final meeting or if you have put your enable.me programme on hold. If you wish us to partially renew your MoneyFit license to cover the ‘on hold’ period, you will be charged \$100 + GST. Please advise your Coach if you require this service.

7. General

7.1 Attendance to Instructions

We will always try to act promptly and efficiently on your instructions and will endeavour to report our progress on or before the date specified in our Confirmation of Instructions. We cannot be held liable for the loss of any rights arising through lack of clear instructions from you or anyone you have nominated to give instructions on your behalf, or because we are unable to act on your instructions because we are withholding services pursuant to arrears on your account.

7.2 Storing Files

We reserve the right to store any file which is no longer current off premises or solely in electronic format. If you require us to return any file which is stored off premises or in electronic format to you then we may charge you a fee for retrieving the file.

7.3 Referral fee

We work with many strategic partners. At times an entity within the enable.me Group, or the enable.me office you work with may receive an introduction fee, referral fee for payment for time spent on your file that the Strategic partner has undertaken to pay on your behalf.

If you introduce/refer someone who has an initial consultation with one of our offices, and they confirm you referred them, then you qualify for a referral incentive.

7.4 Investment Property

If in your programme you are purchasing an investment property you have the option of finding the property yourself or you can access properties from Momentum Realty Limited, you are not obligated to use the services of Momentum Realty Limited. Momentum Realty Limited is a separate company and is a licensed real estate agency under the Real Estate Agents Act 2008. As a real estate agent they receive a part commission or referral fee from the developer, builder or the real estate agent in the event of an unconditional sale to you.

Irrespective of where the property is sourced, your Coach working within your programme, will:

- set the property criteria
- arrange for the mortgage preapproval (if required)
- support you through the due diligence process
- sort the mortgage and structure
- discuss ownership structure

7.5 Investments

If in your programme (Investment Plan, Future Ready, Maximising Momentum), you have funds to invest you will continue to work with your Coach, while also working alongside our Investment team. Our Investment team will have two sessions with you to understand and help design your investment plan. This can work alongside your financial goals which your Coach is separately working through with you. Your Coach needs to determine the timing of when you will need to start drawing down money during retirement and at what rate before the Investment team can start building a cashflow model. They will overlay your risk tolerance, risk requirement, risk appetite and investment preferences, before agreeing to the investment strategy, for you to sign off. The Investment Adviser will then document this into an Investment Plan where they will recommend a portfolio, and why. They will have a separate meeting to discuss this in more detail, before you confirm if you are happy to proceed on this basis, or not. All time spent creating the investment strategy and documenting and fine-tuning the Investment Plan is built into your programme cost.

If you are happy with the recommendation you will then engage the Investment team directly to facilitate the investment of the funds, and the ongoing management of

these funds. You will sign a separate engagement with enable.me Investment Limited, at this point. This engagement will outline the costs and benefit of engagement. As a general rule they charge a 'funds under management' fee of around 1% + GST, deducted from the Investment.

Note: enable.me Investment Limited is a separate company, with different legal and disclosure requirements.

7.6 Franchise Office

enable.me is a franchise operated system. You have engaged the services of a specific enable.me office, whose legal details are outlined on your Authority to Proceed. Your agreement for service is with this specified office.

8. Personal Guarantee

By confirming your agreement to these terms you undertake to pay all accounts within 5 working days of receipt and acknowledge that interest will be charged (calculated at the overdraft rate our bankers charge us, plus 2.5%) on all invoices more than 10 working days overdue.

These Terms and Conditions will be agreed and acknowledged when you engage our services.