

# Investor Agreement

## Part A - Terms and Conditions

Updated: 31 October 2025

Issued by ZAGGA LIMITED (NZBN: 9429041137635 Financial Service Provider number FSP393946) as servicer for MAGNA TRUST COMPANY LIMITED (NZBN: 9429041446140, Financial Service Provider number FSP407186).

### 1. Definitions

**"Act"** means the Financial Markets Conduct Act 2013 and the Financial Markets Conduct Regulations 2014.

**"Associated Person"** has the meaning given to that expression in section 12 of the Financial Markets Conduct Act 2013.

**"AML/CFT Act"** means Anti-Money Laundering and Counter Financing of Terrorism Act 2009 and includes any regulations and rules passed under that AML/CFT Act.

**"Borrower"** means an approved person or legal entity with the capacity to borrow monies, which has entered into a Borrower Agreement with Zagga, a Credit Contract and Security Documents with the Trustee of Magna Trust (and where applicable, a reference to "Borrower" is a reference to all joint Borrowers).

**"Business Day"** means a day when banks in New Zealand are open for business, and which is not a Saturday, Sunday or public holiday in New Zealand.

**"CAS"** means Zagga's proprietary credit assessment score calculated by Zagga in relation to each Loan Application prior to it being published on the Website for subscription to by Investors. It is based on

Zagga's subjective assessment of the information provided to Zagga by the Borrower and third-party credit and identity report providers and takes into account factors such as (but not limited to), type of Loan sought, purpose of the Loan, the Borrower's credit history, quality and type of security, value of the security and servicing ability of the Borrower.

**"Declaration of Trust"** means the terms and conditions of appointment of the Trustee to act as trustee for the Investor (including the fees and charges payable by Investors to the Trustee).

**"Disclosure Statement"** means the disclosure statement which we shall provide to you pursuant to section 423 of the Act.

**"FMA"** and **"Financial Markets Authority"** is the body that regulates compliance with the Act, including the peer-to-peer lending environment in New Zealand and, in the case of peer-to-peer lending, supervises and/or regulates compliance with the AML/CFT Act.

**"Investor"** means an approved person or entity that has entered into this Investor Agreement in order to invest to fund Loans, and if more than one person is investing jointly, a reference to the Investor means all

of them jointly, unless otherwise provided in this Agreement or in the Declaration of Trust.

**"Investor Agreement"** and **"this Agreement"** mean this agreement between the Investor and Zagga Limited, made up of two parts: Part A "Terms and Conditions"; and Part B "Investor Loan Term Sheet", where Part B is tailored in each case to the investment funds for a particular Loan and presented and accepted through Zagga's Website, and read together, all parts contain the terms governing each particular Loan to which the Investor has committed investment funds and is referenced to in the Disclosure Statement, Investor Agreement and Declaration of Trust on the Zagga Website.

**"Listing Period"** means the period of time that the Loan Application is available for subscription to by Investors on the Website as determined by Zagga.

**"Loan"** means the monies lent and advanced (or to be lent or advanced) by the Trust, on behalf of the Investor, to the Borrower.

**"Loan Application"** means the Borrower's application for a Loan.

**"Loan Management Fee"** means a fee specified in the Declaration of Trust payable by the Investor to Zagga in respect of each Loan invested in.

**"Magna Trust"** means the Magna Trust as established by the Declaration of Trust

available on the Website at <https://portal.zagga.co.nz/static-document/trust-deed>.

**"NRWT"** means non-resident withholding tax and refers to an amount payable as income tax under the NRWT rules pursuant to be the Income Tax Act 2007.

**"Privacy Laws"** means *Privacy Act 2020*, *Credit Reporting Code of Conduct* and any relevant regulations and guidance notes.

**"Privacy Policy"** means Zagga's website privacy policy found at <https://zagga.co.nz/static-document/privacy-policy> as amended from time to time.

**"Secondary Market"** means the secondary market which Zagga operates on its platform where Investors may (with the consent of Zagga) sell their interest in a Loan, subject to Zagga's secondary market rules which are published on the Website ("**Secondary Market Rules**")

**"Trustee"** means Magna Trust Company Limited or any successor party acting from time to time as trustee of the Magna Trust.

**"We", "us" or "our"** means Zagga.

**"Website"** means Zagga's website [zagga.co.nz](https://zagga.co.nz)

**"You" or "your"** means the Investor party to this Agreement.

**"Zagga"** means Zagga Limited.

## 2. Background

- 2.1. Zagga provides services (pursuant to its peer-to-peer lending licence under the Act) to Borrowers, whereby Zagga publishes offers of debt securities (loans) for subscription and sale and provides a web-based platform that enables those loans to be subscribed to and/or sold. Specifically:
- i. Borrowers provide information to Zagga;
  - ii. Zagga undertakes various checks on the Borrowers and their Loan Applications including identity, fraud and credit checks and categorises the Loan Applications including setting a CAS in order that such applications have the best chance of attracting Investors;
  - iii. Zagga publishes the Loan Summary and provides tools on its Website so that the Loan Summary are easily understood by and are attractive to Investors and enables the loans to be subscribed to; and
  - iv. Zagga publishes loans for sale pursuant to the Secondary Market Rules and enables them to be sold to new Investors.
- 2.2. Zagga is not an investor and does not handle Loan monies.
- 2.3. Zagga operates a Secondary Market at the date of this agreement.
- 2.4. In order to enable subscriptions and loan sales through Zagga's Website it is necessary for subscribers (Investors) to register. The registration process enables an Investor to agree to the basis on which the Investor is using Zagga's Website, to the process used for subscriptions and sales of Loans published on Zagga's Website, and to make all necessary disclosures.
- 2.5. The Trustee is an authorised body under Zagga's peer-to-peer lending licence but is otherwise independent of Zagga.
- 2.6. The Trustee is appointed by the Investor/s to hold the Loan and associated securities on trust for them and to manage the Loan in accordance with the Declaration of Trust.
- 2.7. The Investors may by unanimous written direction, require the Trustee to transfer the Loan and associated securities to another party (refer paragraph 1.5 Declaration of Trust).

### 3. Investor Registration

3.1. To register as an Investor and subscribe for a Loan and/or sell or purchase a loan you must:

- (a) complete the Investor registration process on the Website including the provision of information required to verify your identity being any of the following:
  - i. New Zealand driver's licence details;
  - ii. New Zealand or non-New Zealand passport details;
  - iii. Birth certificate details; or
  - iv. Certificate of citizenship details;
- (b) acknowledge that you have read and agree to the Disclosure Statement by clicking the "Agree" button on the Investor registration page;
- (c) read and enter into this Investor Agreement by clicking the "Agree" button;
- (d) read and make the non-disclosure declaration by reading the declaration and clicking the 'I Declare' button. The Investor is now legally bound to keep all Borrower and Loan Application information strictly confidential and not to disclose it to third parties pursuant to the terms of the Investor Agreement;
- (e) pass the following checking by us:
  - i. identity checks;
  - ii. Companies Office checks; and
  - iii. any other checks Zagga deems appropriate in its sole discretion.
- (f) satisfy Zagga's minimum standards for compliance with the AML/CFT Act in accordance with this Agreement; and
- (g) receive from us acceptance as an Investor (at our sole discretion), notification of which shall be sent to you and shall include any terms and conditions on the use of our Website. Acceptance is subject to ongoing checks of your identity which may take place at any time.

### 4. Investor Eligibility Criteria

4.1. To qualify as an Investor you, your directors and senior managers must:

- (a) if natural persons be over the age of 18 years;

- (b) not be bankrupt or insolvent, in receivership or liquidation;
- (c) have no previous convictions for fraud or dishonesty; and
- (d) otherwise comply with the laws of New Zealand.

4.2. You must satisfy our identity checks, which may take place at any time, and you will be required to provide your and your director's and senior manager's:

- (a) full legal name;
- (b) residential address or registered address (whichever is applicable) and address for service;
- (c) date of birth (if applicable);
- (d) occupation (if applicable);
- (e) copy of passports or drivers licences (if applicable) including certified copies if required;
- (f) proof of address if not ordinarily resident in New Zealand or not a New Zealand company;
- (g) IRD number, RWT exemption certificate (if applicable) or RWT rate applicable to you;
- (h) the country in which you are a resident for income tax purposes (If you are a non-New Zealand tax resident);
- (i) New Zealand Bank account number;
- (j) Certificate of incorporation if a company or other corporate entity;
- (k) declaration for the purposes of FATCA and/or the Common Reporting Standard.

## 5. Agreement

5.1. By you registering and Zagga accepting your registration, an agreement is formed between you and Zagga on the terms and conditions set out herein.

## 6. Further Conditions and Availability of Website

6.1. We may by written notice to you, in our absolute discretion, impose conditions at any time that must be fulfilled by you to subscribe to Loan Applications and sell and purchase interests in Loans published on the Website.

6.2. We do not guarantee that provision of the Website will be continuous or fault

free. You acknowledge that access to the Website may not be available from time to time and that Zagga will not be liable to you for any loss whatsoever arising from any inability to access the Website.

## 7. Contact Details of Zagga

- 7.1. Zagga may send you communications, including notices and disclosures, by mail or in an electronic form, including by email or SMS messaging.
- 7.2. You must provide notices to Zagga by mail (posted to its postal address) or by email to the email address below.

Name:	Zagga Limited
Phone:	0800 286286
Physical address:	Level 1, Zagga House, 85 Albert Street, Auckland
Postal address:	P.O. Box 1290, Auckland 1140
Email contact:	<a href="mailto:info@zagga.co.nz">info@zagga.co.nz</a>

## 8. How Loans Are Made

- 8.1. Loan Applications are made by Borrowers and published on the Website (subject to Zagga's sole discretion) and may include the following information:
- (a) Loan amount;
  - (b) Type of Loan;
  - (c) Term of Loan;
  - (d) Details of security offered;
  - (e) Registered valuation of the security (not more than six months old) if a property;
  - (f) Valuation of security if a business, plant and equipment or other assets (including where provided by the Borrower reasonable grounds for any assumptions made);
  - (g) Details of the Borrower's ability to service the Loan (including where provided by the
  - (h) Borrower reasonable grounds for any assumptions made);
  - (i) Purpose of the Loan;
  - (j) CAS and associated interest rates;
  - (k) Listing Period;
  - (l) Monthly repayment amounts.
- 8.2. When the Borrower has submitted the Loan Application, Zagga will review it

and decide in its sole discretion whether to approve the Loan Application for publication on the Website. If the Loan Application is approved for publication Zagga will assign it a CAS together with the interest rates payable on the Loan.

### 8.3. The CAS:

- (a) does not guarantee that the Borrower can or will repay all or any part of the Loan or any interest charged;
- (b) reflects the information available to Zagga to Zagga at the relevant time and will not be updated during the term of the Loan;
- (c) is provided to the Borrower solely in order to:
  - i. categorise Loan Applications and to assist in setting interest rates for the purpose of publishing the Loan Applications for subscription; and
  - ii. to assist in setting the platform fee payable by the Borrower to Zagga pursuant to the Borrower Agreement
- (d) is not provided to you or any other Investor for your use or reliance and you acknowledge that you have paid no consideration for it and that you shall under no circumstances hold Zagga liable in respect of it.

8.4. Investors can agree to lend money to any Borrower that has a Loan Application published on our Website provided the Investor complies with any special conditions relating to the Loan Application, the Investor Agreement and the laws of New Zealand, up until the expiry of the Listing Period. Subject to the payment of an administration fee in certain circumstances (details of which are set out in the Borrower Agreement), the Borrower may withdraw its Loan Application from the Website at any time before the Loan Application has been fully subscribed for.

### 8.5. To invest money in a Loan, you:

- (a) search and select the Loan Application/s you wish to consider;
- (b) choose the Loan Application/s you want to invest money into;
- (c) enter RWT information, IRD number and bank account information;
- (d) confirm that you have sufficient funds available to meet the investing commitment being made;
- (e) enter the amount you want to invest which may or may not be the whole amount sought by the Borrower (any conditions will be clearly published);
- (f) agree to invest into the Borrower's loan by clicking the "Agree to Invest"



button;

- (g) agree to appoint the Trustee as your trustee in accordance with the Declaration of Trust (Appendix 1) by clicking the "Agree to Appoint Trustee" button.

- 8.6. Once you have agreed to lend and appoint the Trustee you cannot withdraw your agreement until the Listing period has expired and the Loan Application has not been fully funded.
- 8.7. When the amount sought in the Loan Application has been fully funded (by one or many Investors) and any special conditions have been fulfilled then:
  - (a) the Investor/s and the Borrower will be notified that an agreement to invest has been completed. At this point a legally binding contract exists between you and the Borrower;
  - (b) you will pay the relevant portion of the Loan monies in cleared funds from a New Zealand bank account (or overseas bank account with written consent of the Trustee) to the Trustee by completing an electronic bank deposit within 3 working days (the Trustee's bank account details will be supplied by the Trustee).
- 8.8. You acknowledge and agree:
  - (a) notwithstanding the foregoing, there may be circumstances when the Loan does not proceed and the Trustee:
    - i. returns your portion of the Loan monies to you without interest; and
    - ii. remains entitled to a platform fee, in the nature of a commission, from the Borrower;
  - (b) all dates provided for draw down and repayment of a Loan are estimates only;
  - (c) unless the Borrower is responsible for interest on undrawn Loan monies, Loan monies held by the Trustee will not accrue any interest;
  - (d) the Trustee has no access to funds for application towards Loans or otherwise and provides no guarantee in respect of any Loan.
- 8.9. If any Investor or Borrower fails the identity check or any other check required under the AML/CFT Act or otherwise under Applicable Laws, we will advise and seek further information from them.

## 9. Disclosure Arrangements and Assessments

- 9.1. Zagga will publish on the public pages of the Website only generic information about Borrowers, Loan Applications and (under the Secondary Market) Loan sales.
- 9.2. Detailed information regarding the Borrower, Loan Applications and Loan sales will only be disclosed to Investors who have completed the non-disclosure declaration.
- 9.3. Information accessible to Investors who complete the non-disclosure declaration may include:
  - (a) Borrower identity information, including full legal name;
  - (b) Loan Application;
  - (c) The CAS together with the interest rates payable on the Loan;
  - (d) Identity and credit checks on the Borrower and if a company, its directors and senior managers;
  - (e) Any loan history the Borrower has with Zagga; and
  - (f) Any limits and conditions affecting the Borrower.
- 9.4. Zagga will review the disclosure information prior to publication to ensure that it is timely and understandable.

## 10. Fees and Charges Payable

- 10.1. If you sell an interest in a Loan on our Secondary Market, you will pay to Zagga a Break Administration Fee, as set out in our Secondary Market Rules. No other fees or charges are payable by you to Zagga.
- 10.2. By appointing the Trustee to manage loans on your behalf you will be agreeing to pay the Loan Management Fee and all other fees and charges to the Trustee which are set out in the Declaration of Trust.

## 11. Disclosure of Fees Earned by Zagga in relation to Loan Subscriptions

- 11.1. Zagga hereby discloses, and you hereby acknowledge:
  - (a) that in the event a Loan is fully subscribed for by an Investor or Investors, Zagga will earn a platform fee, in the nature of a commission, payable by the Borrower to Zagga (even if the Borrower withdraws from or terminates the Loan);

- (b) that even if a Loan is not fully subscribed for by an Investor or Investors, Zagga may nevertheless earn an administration fee payable by the Borrower to Zagga;
- (c) that selling a loan through the Secondary Market will incur a Break Administration Fee as per the Secondary Market Rules.

The basis for calculating all fees and charges payable by Borrowers to Zagga will be published on Zagga's website from time to time and is set out in the Disclosure Statement.

## 12. Warranties

### 12.1. You warrant to Zagga that:

- (a) all information you provide to Zagga is true, accurate, and complete, and there is no information which has not been provided which would impact on Zagga's:
  - i. decision to approve you as an Investor; and/or
  - ii. provision of information to the Trustee in the preparation and completion of the Loan and security documentation; and
- (b) you will provide Zagga with updated information in respect of yourself if any of your or your Association Person's circumstances have materially changed.

### 12.2. After having made the non-disclosure declaration in relation to viewing Borrower, Loan Application and Loan sale information (**Information**) by reading the declaration and clicking the 'I Declare' button, you will not under any circumstances:

- (a) disclose it to any third parties whatsoever;
- (b) use the Information for any purpose other than for selecting, investing in and purchasing Loans in accordance with the terms of this Agreement;
- (c) use the Information for unlawful or illegitimate purposes.

### 12.3. You will comply with all New Zealand laws in connection with the use of our Website.

### 12.4. You will comply with, agree to and be bound by:

- (a) this Agreement;
- (b) the fair dealing obligations in Part 2 of the Act;

- (c) Zagga's minimum standards in accordance with its Fraud & Anti Money Laundering Policy and Fair Dealing Policy (published on the Website);
  - (d) the decision of the chief executive officer of Zagga in relation to whether any of your conduct has breached Zagga policies, the Act or any other applicable New Zealand laws, including your fair dealing obligations.
- 12.5. Zagga and the Trustee may have initial or ongoing customer due diligence and other obligations under the AML/CFT Act (or equivalent legislation in other countries) and related regulatory directives or guidelines. You agree promptly on request by Zagga and/or the Trustee to provide it with any information and documents that are reasonably required to enable Zagga and the Trustee to comply with those obligations. You authorise Zagga to disclose any information or documents it holds about you or your Associated Persons (including any information or documents you provide to Zagga under this clause) to the Trustee for this purpose.
- 12.6. You acknowledge that you do not rely on Zagga's skill or judgment as to the suitability or otherwise of Loan Applications, Loan sales and the Website for your specific needs.
- 12.7. You agree that Zagga may communicate with you by electronic means, including SMS messaging and email, including for the purposes of marketing to you.

### 13. Suspension or Cancellation of Website Access

13.1. We may at any time, and in our absolute discretion, do any one or more of the following, without giving you any reasons or prior notice:

- (a) immediately terminate this Agreement;
- (b) suspend your access to the Website;
- (c) remove you as an Investor;
- (d) remove content from the Website;
- (e) refuse to publish content on the Website;
- (f) disclose any information on the Website or otherwise necessary to comply with the Disclosure Statement, the Investor Agreement, the Borrower Agreement and New Zealand law; and
- (g) publish a censure of, or statement relating to your conduct, or the conduct of any of your Associated Persons if we consider such conduct warrants such a censure. Except where we have acted in bad faith, you waive all claims you or they may have in respect of such censure or statement and indemnify us against any such claims.

### 14. Inspection and Privacy Act

- 14.1. In order to assist us to determine whether you are complying or have complied with this Agreement and New Zealand law, we may from time to time require you or any of your directors, senior managers, officers, employees, contractors or any Associated Person of you or any of the before mentioned entities to produce any documents (including electronic documents) for inspection or provide any information held by the person concerned.
- 14.2. You consent to us providing to the Financial Markets Authority or to any other party or body pursuant to any New Zealand law or valid order by a court or other governmental body any and all documents or records we have in respect of you that the Financial Markets Authority or other applicable party or body may from time-to-time request or require.
- 14.3. In order for us to comply with the Act, regulations and our peer-to-peer lending licence under the Act we may from time to time need to carry out Ministry of Justice checks on you or any of your directors, senior managers, officers, employees, contractors or any Associated Person of you or any of the before mentioned entities and you hereby irrevocably consent to us carrying out these checks when required. You also agree to provide us when

requested further information regarding your identity and the identity of any of your Associated Persons.

## 15. Complaints and Dispute Resolution

- 15.1. If a dispute arises between us which we are unable to resolve by negotiation the dispute shall be referred to Financial Services Complaints Limited (FSCL) and its determination shall be final and binding.
- 15.2. Zagga is registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 and is a member of the FSCL dispute resolution scheme.
- 15.3. FSCL provides an independent and impartial dispute resolution service. Zagga is a participant of the scheme. You can contact FSCL by using an online form available at [www.fscl.org.nz](http://www.fscl.org.nz), emailing at [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz), telephoning on 0800 347 257 or writing to FSCL, PO Box 5967, Wellington 6145. More information about FSCL's dispute resolution process is at [www.fscl.org.nz](http://www.fscl.org.nz).

## 16. Intellectual Property

- 16.1. You acknowledge and agree that we own all of the intellectual property rights in respect of Zagga and the Website.

## 17. Liability and Indemnity

- 17.1. Zagga and its directors, shareholders, employees, agents, contractors, and Associated Persons are not liable in any way for:
  - (a) the failure of any Borrower payments;
  - (b) any failure to provide the Website or otherwise to comply with this Agreement, if the failure or non-compliance is caused by events beyond our reasonable control; or
  - (c) to achieve any funding in respect of any Loan Application.
- 17.2. To the extent permitted by law:
  - (a) All liability we may have to you and your Associated Persons, except liability arising under the Consumer Guarantees Act 1993 that cannot be contracted out of, is excluded. We are not liable to you and do not have to pay you for anything else caused by or resulting from any action or inaction by us.
  - (b) Notwithstanding the above exclusions, if we are ever liable to you and, for any reason whatsoever, the maximum combined amount we will have to

pay you, your Associated Persons and anyone else (together) is a total of \$10,000.

These exclusions and limitation apply whatsoever you are claiming (including loss of profits, savings, revenue or business) and however liability might arise but for this clause (including for breach of contract or in tort, including negligence).

**17.3.** To the extent permitted by law, you hereby indemnify us against all liabilities, losses and costs, including legal costs, incurred by us:

- (a) arising out of or in connection with any action or inaction we take in relation to you, your Associated Persons and your Loan/s and which is in accordance with this Agreement and
- (b) to any Borrower, co-Borrower, Investor, co-Investor or third party arising out of or in connection with a Loan or your investment in a Loan or your sale of your investment in a Loan, your performance or breach of this Agreement and your use of the Website including in relation to information posted on the Website or to any Borrower, co-Borrower, Investor or co-Investor or former Borrower, co-Borrower, Investor or co-Investor where such liability arises out of or in connection with the Loan or your sale of your investment in a Loan.

**17.4.** In this clause "we" and "us" includes our subsidiaries, Associated Persons, and our directors, officers, employees and contractors.

**17.5.** In this clause "you" includes your subsidiaries, Associated Persons, and your directors, officers, employees and contractors.

**17.6.** If you are in trade, and you use the Website in trade, all parties agree that:

- (a) the provisions of the Consumer Guarantees Act 1993; and
  - (b) sections 9, 12A, and 13 of the Fair Trading Act 1986,
- will not apply to this Agreement.

## **18. Miscellaneous**

### **18.1. Assignment**

The Investor shall not assign this Agreement or a right under this Agreement.

### **18.2. Survival**

Any indemnity or obligation of confidentiality under this Agreement is

independent from the other obligations of the parties and survives termination of this Agreement. Any other term which by its nature is intended to survive termination of this Agreement survives termination of this Agreement.

**18.3. No merger**

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

**18.4. Entire agreement**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter. The terms of this Agreement prevail over any other terms that may appear on the Website or in other documents.

**18.5. Amendment**

Zagga may modify this Agreement, and the way in which it provides the Website, at any time by notice on the Website. You should check the notices section of the Website regularly. Any such modifications will apply from the date stated on the Website.

**18.6. Severability**

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

**18.7. Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

**18.8. Governing law and jurisdiction**

This Agreement is governed by the law of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.

**19. Secondary Market**

**19.1. Zagga now offers Investors the opportunity to sell all or part of their**



investment in a Loan on its Secondary Market. The sale of a Loan (in whole or in part) will not affect the existing terms and conditions of the Loan. Investor sellers will on the sale of a Loan pay administrative fees as set out in the Secondary Market Rules. All Loan sales on the Secondary Market will be subject to the terms contained in this Agreement and in Zagga's Secondary Market Rules which are published on the Website. For the avoidance of doubt, the existence of the Secondary Market does not guarantee the successful sale of all or part of an investor's investment in a Loan.

- 19.2. It should be noted that the Secondary Market is not a licensed market. As a result, the investor protection mechanisms in Part 5 of the Financial Market Conduct Act 2013 do not apply.

## 20. AML/CFT Act, CRS, FATCA

- 20.1. Zagga has initial and ongoing customer due diligence and other obligations under the AML/ CFT Act and related regulatory directives (and may have under equivalent legislation in other countries) (such as CRS or FATCA or guidelines in respect of Borrowers and Investors who participate or propose to participate in Loans.
- 20.2. In order for us to comply with the AML/CFT Act (or equivalent or related obligations) and Applicable Laws, we may from time to time need to carry out checks on you or any of your Associated Persons and representatives and you hereby irrevocably consent to us carrying out these checks when required. You also agree to provide us when requested further information we reasonably require regarding your identity and the identity of any of your Associated Persons and representatives.
- 20.3. You acknowledge that in order to comply with the AML/CFT Act and/or CRS, or FATCA, or any other obligations, we may be required to take action including delaying or refusing to process an application to invest or payment of money to you, and/or disclosing any information or documents we hold about you or your representatives and Associated Persons (including any information or documents you provide to Zagga and/or the Trustee under this clause) to FMA and/or any other regulator or supervisor in-or outside New Zealand for this purpose.
- 20.4. You undertake that you will not knowingly do anything to put Zagga or the Trustee in breach of the AML/CFT Act or CRS obligations, and represent and warrant that:
- (a) you did not register as an Investor under an assumed name or on behalf of any person you have not disclosed;
  - (b) you are not aware, and have no reason to suspect that the money used to fund an investment in the Trust to lend to Borrowers is derived from, or related to,

money laundering, terrorism financing or similar activities ("Illegal Activities"),  
and;

- (c) any proceeds from your investment will not be used in relation to Illegal Activities.

Zagga's contact details are:

Name:	Zagga Limited
Phone:	0800 286286
Physical address:	Level 1, Zagga House, 85 Albert Street, Auckland
Postal address:	P.O. Box 1290, Auckland 1140
Email contact:	<a href="mailto:info@zagga.co.nz">info@zagga.co.nz</a>

# Investor Agreement

## Part B - Investor Loan Term Sheet

Issued by ZAGGA LIMITED (NZBN: 9429041137635 Financial Service Provider number FSP393946) as servicer for MAGNA TRUST COMPANY LIMITED (NZBN: 9429041446140, Financial Service Provider number FSP407186).

Dated  /  /

This Part B contains the Investor Loan Terms Sheet presented to Investors on Zagga's Website. By clicking 'accept and agree' to Part B on the Website the Investor is accepting and agreeing to invest in the Loan and agreeing to enter into and be bound by the terms of the Investor Agreement (Parts A & B).

Name(s)	<input type="text"/>			(Investor/I/me/we/our)
Address	<input type="text"/>			
Suburb	<input type="text"/>	City	<input type="text"/>	Postcode
Investment Pool No.	<input type="text"/>	Investment Amount	<input type="text"/>	
Investment Term	<input type="text"/>	Investment Return	<input type="text"/>	

### Agreement

I/We acknowledge, agree and confirm, pursuant to the terms of the Investor Agreement, to which I/we consider myself/ ourselves to be bound, that:

(Please check each of the boxes below to acknowledge your agreement)

- ☐ I / We confirm that sufficient funds are available to meet my investment commitment and I understand that proof of funds may be required at any time.
- ☐ Pursuant to the Investor Agreement, I / we agree to appoint Magna Trust Company Limited as my / our trustee in respect of the Loan and the securities pursuant to the terms of the Declaration of Trust.
- ☐ I / We agree to pay Magna Trust Company Limited the Loan Management Fee in accordance with the Investor Agreement in relation to the Loan.
- ☐ I / We agree to pay Zagga any administrative fee incurred on the sale of my / our investment in a Loan, such fee to be calculated in accordance with the Secondary Market Rules.



ACCEPT AND AGREE