

Individually Managed Account Service Client Servicing and Monitoring Agreement

Part A - Application

This is an Agreement in respect of *(please tick appropriate box)*

- | | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Joint Individuals | <input type="checkbox"/> Trust or Partnership |
| <input type="checkbox"/> Company | <input type="checkbox"/> Incorporated Society or Association | <input type="checkbox"/> Other |

Contact details for correspondence

Title	First Name/s	
<input type="text"/>	<input type="text"/>	
Surname		
<input type="text"/>		
Address		
<input type="text"/>		
City	Country	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Phone	Work Phone	Mobile
<input type="text"/> ()	<input type="text"/> ()	<input type="text"/> ()
Email Address		
<input type="text"/>		

Parties

This is an Agreement between *(name of Adviser)*

<input type="text"/>	<i>(your Adviser)</i>
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and *(name of applicants)*

<input type="text"/>	<i>(the Client, you, your)</i>
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and Fisher Funds Management Limited as Manager of the IMA Service *(Fisher Funds, Manager, we, us or our)*

Existing IMA Agreements *(please tick if appropriate)*

- This Agreement replaces a previous IMA Service Agreement between the parties.
- This Agreement replaces a previous IMA Service Agreement with another adviser. The previous agreement has been terminated in writing.

Section 1

Account Owner

What is your relationship to the account? e.g. account holder, trustee, director

Title First Name(s)

Surname

Email Address

Home Phone

Work Phone

Mobile

Date of Birth

IRD Number

Prescribed Investor Rate (PIR). (Refer to <http://www.fisherfunds.co.nz/fisher-funds-faqs> to determine your applicable PIR. If a PIR is not selected, 28% will apply).

 10.5% 17.5% 28%

Resident Withholding Tax (RWT) Rate (If you do not provide your RWT rate, the default rate of 33% will be applied). Please provide a copy of your Certificate of Exemption if applicable. Any changes to your Certificate of Exemption must be advised to your Adviser.

 0% 10.5% 17.5% 30% 33%

Physical Address

City

Country

Postcode

Are you a U.S. citizen or U.S. tax resident?

 Yes No

If Yes, what is your US taxpayer identification number (TIN)?

NZ Common Shareholder Number (CSN) if you have one

Account Owner

What is your relationship to the account? e.g. account holder, trustee, director

Title First Name(s)

Surname

Email Address

Home Phone

Work Phone

Mobile

Date of Birth

IRD Number

Prescribed Investor Rate (PIR). (Refer to <http://www.fisherfunds.co.nz/fisher-funds-faqs> to determine your applicable PIR. If a PIR is not selected, 28% will apply).

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Resident Withholding Tax (RWT) Rate (If you do not provide your RWT rate, the default rate of 33% will be applied). Please provide a copy of your Certificate of Exemption if applicable. Any changes to your Certificate of Exemption must be advised to your Adviser.

 0% 10.5% 17.5% 30% 33%

Physical Address

City

Country

Postcode

Are you a U.S. citizen or U.S. tax resident?

 Yes No

If Yes, what is your US taxpayer identification number (TIN)?

NZ Common Shareholder Number (CSN) if you have one

Section 2: Trust, Partnership, Company, Incorporated Society or Association details (all individuals associated with this account must complete individual details on the preceding page):

Legal Name of Entity

What are the normal sources of income for the entity? (e.g. interest, dividends)

Prescribed Investor Rate (PIR). (Refer to <http://www.fisherfunds.co.nz/fisher-funds-faqs> to determine your applicable PIR. If a PIR is not selected, 28% will apply)

0% 10.5% 17.5% 28%

Resident Withholding Tax (RWT) Rate (If you do not provide your RWT rate, the default rate of 33% will be applied). Please provide a copy of your Certificate of Exemption if applicable. Any changes to your Certificate of Exemption must be advised to your Adviser.

0% 10.5% 17.5% 30% 33%

Country of Registration/Incorporation

Date of Registration/Incorporation

 / /

Registration/Incorporation Number

Nature of Business/Entity Activity/purpose

IRD Number

Common Shareholder Number (CSN)

What is the source of the funds you are investing? (e.g. income, inheritance, savings)

Registered or physical address (Not a PO Box number)

(This address will be recorded as the registered address for your investments unless you provide a postal address.)

City

Country

Postcode

Postal Address (if different from above)

City

Country

Postcode

Does this entity have any U.S. connected persons e.g. beneficial owners

 Yes No

Is the entity incorporated in the U.S.?

If Yes, what is your US taxpayer identifier number (TIN)?

 Yes No

Is this entity a financial institution for FATCA purposes?

If Yes, what is your GIIN identifier

 Yes No

Section 3: Investment Options and Fees

The IMA Service offers a choice of Portfolios. You may make regular investment to any Portfolio. You can select from the various Portfolios in the proportions you wish.

Initial Investment

Portfolio Options		Administration Fee* per annum (GST exclusive)	Amount
Model Portfolio	Fixed Interest	1.00%	\$
	Conservative	1.10%	\$
	Balanced		\$
	Growth		\$
	Equity		\$
Custom	0.35%	\$	
Total (Minimum initial investment \$50,000 or amount agreed with Adviser)			\$

Payment Options

- I enclose my cheque payable to FNZ Custodians Limited (Clients Funds Account), crossed Account Payee Only
- I enclose a copy of my bank receipt confirming deposit to FNZ Custodians Limited – Clients Funds Account, ANZ Bank New Zealand Limited, Wellington Branch, Account Number 06-0501-0855840-00

Regular Investment

I would like to make regular investments as described below

Portfolio Options		Administration Fee* per annum (GST exclusive)	Amount
Model Portfolio	Fixed Interest	1.00%	\$
	Conservative	1.10%	\$
	Balanced		\$
	Growth		\$
	Equity		\$
Custom	0.35%	\$	
Total			\$

Frequency of regular investment Weekly Fortnightly Monthly Start Date / /

I have completed the FNZ Ltd Direct Debit Form that is included in the IMA Service information pack

**Administration Fees are payable monthly and will be deducted from your IMA Cash Management Account. The administration fees reduce by 0.10% for amounts between \$1million and \$3million, by a further 0.05% for amounts between \$3million and \$10million, and by a further 0.02% for amounts over \$10million.*

Adviser Fees

You may agree to pay your Adviser a Monitoring Fee per annum of % of your Account balance, plus GST if applicable (excluding the IMA Cash Management Account).

You may agree to pay your Adviser a one-off Implementation Fee of % of your initial investment or \$ plus GST if applicable.

Monitoring Fees are payable monthly and will be deducted from your IMA Cash Management Account.

Section 4: Withdrawal Options

I would like to make Weekly Fortnightly Monthly Quarterly

Withdrawals of

\$

Starting

/ /

To be paid to the following bank account:

Bank Account Name

Account Number (please provide a pre-printed deposit slip)

Bank

Branch

Account Number

Suffix

Section 5: Adviser Declaration

I agree to provide the Client with services in relation to the IMA Service on the Terms and Conditions set out in Part B of this Agreement.

I agree to operate the Clients' Account on their behalf.

If conducting Client Due Diligence on behalf of Fisher Funds I confirm that:

- I am an Authorised Financial Adviser under the Financial Advisers Act 2008, and
- I am a "Reporting Entity" under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act).
- I have a "Business Relationship" (as defined in the AML/CFT Act) with the Client in this Agreement.
- I have conducted the relevant customer due diligence procedures to the standard required by the AML/CFT Act and regulations. I have sighted the original of each document verifying the identity and address of the owner(s) and have attached to this form the relevant identity and verification information required under the AML/CFT Act.
- I consent to conducting the customer due diligence procedures for Fisher Funds and to providing all relevant information to Fisher Funds for the purposes of the AML/CFT Act.

Adviser Name

FSP Number

Signature

Date

/ /

Section 6: The Privacy Act

You agree that the information that you provide us in this application and which you may provide us in the future may be used by Fisher Funds, and its related entities, your financial adviser or the distribution entity through which your investment was made (if applicable) and by other service providers to the Funds to provide services in relation to your investment and to promote to you other products and services. We will provide you (on request) with the name and address of any entity to which your information has been disclosed. If you do not provide the information requested on this application form, we may not be able to process your application. You have the right to access the information held by us and you may also request that it be corrected.

Section 7: Client Declaration

I appoint the Adviser to provide me with services in relation to the IMA Service on the Terms and Conditions set out in Part B of this Agreement.

I appoint the Adviser to operate my/our Account on my/our behalf.

I acknowledge that I have read and understood the IMA Service Terms and Conditions and I agree to be bound by these.

Signature

Date

Client Name

Signature

Date

Client Name

Signature

Date

Client Name

Part B - Terms and Conditions of Agreement

1 Introduction

- 1.1 Fisher Funds Management Limited (Fisher Funds, Manager, we, us or our) agree to provide you with portfolio management services and access to custody and administration services in respect of your Investments held through the IMA Service on the terms and conditions set out in this Agreement.
- 1.2 The IMA Service is designed for the holding and administration of long-term investment portfolios. Due to its nature it is not a suitable vehicle for the short-term trading of securities.
- 1.3 The IMA Service offers the following portfolio options:
 - Model Portfolios: template investment portfolios designed by our investment team, based on different investment strategies; and/or
 - Custom Portfolio: an investment portfolio chosen by you with assistance from your Adviser, from a wide range of investment products.

2 Our Duty of Care to You

- 2.1 In exercising any powers or performing any duties in relation to the services provided under this Agreement we will exercise the care, diligence, and skill that a prudent professional portfolio manager and administrator providing the services set out in this Agreement would exercise in the same circumstances.

3 Your Responsibilities

- 3.1 You must have appointed an Adviser accepted by us to be able to use the IMA Service.
- 3.2 You agree to advise us immediately should you change your Adviser.
- 3.3 You accept responsibility for ensuring you read any prospectus, investment statement, information memorandum or any other disclosure document and other material relating to the Investments provided to you by us or your Adviser prior to any Transaction being made on your behalf.
- 3.4 You agree to provide us with any information that we may reasonably request to comply with our obligations in administering your Account.
- 3.5 You authorise us and the Custodian to execute such certificates of ownership, declarations or other documents as we or the Custodian shall be obliged to do under and pursuant to applicable law.
- 3.6 Where requested you shall sign and execute all such agreements, proxies, authorities or documents as may be required by us for the performance or implementation of this Agreement.
- 3.7 You shall be deemed to have notice of and accept the terms of any trust deeds in relation to those trust assets which constitute Investments.

4 Services to be provided by Fisher Funds as Manager

- 4.1 Subject to the terms and conditions of this Agreement, you authorise us to:
 - 4.1.1 open an IMA Service Account which includes a deposit facility (Cash Management Account, see clause 13) for you, in your name;
 - 4.1.2 arrange for one or more custodians (other than Fisher Funds) to carry out administration and provide custody services, including holding money and Investments on your behalf in connection with the IMA Service. We may remove or replace any custodian at our discretion. As at the date of this Agreement we have appointed FNZ Limited as Custodian of the IMA Service;
 - 4.1.3 in the circumstance described in clause 8.4 when instructed by you, instruct the Custodian to Transact on your behalf under all of the circumstances in which this may occur, under or in connection with this Agreement;
 - 4.1.4 in the circumstance described in clause 8.4 when instructed by you, instruct the Custodian to debit or credit your Cash Management Account in respect of any Transaction on your Account and the payment of any fees and other costs under this Agreement;

- 4.1.5 manage the Investments held as part of the Model Portfolios at our discretion in line with the asset allocation being applicable to the Model Portfolios chosen by you. You acknowledge that as a part of this authorisation we do not need to consult with you for prior approval in relation to investment decisions affecting a Model Portfolio;
- 4.1.6 deal with the Custodian, bank or any other person concerning money and Investments held on your Account;
- 4.1.7 take any action concerning money or Investments held on your Account which you have authorised us to take under this Agreement, without obtaining your specific instructions in respect of such action; and
- 4.1.8 choose not to carry out your instructions in the circumstance set out in clause 8.7.
- 4.2 You acknowledge that, except as set out in this Agreement, we are not required to monitor, manage or give personalised advice in respect of your Investments.
- 4.3 Where we provide services in respect of Investments based on Model Portfolios we do not guarantee the repayment of capital or otherwise make any representation concerning the performance of the investments.

5 Services to be provided by the Custodian

- 5.1 Subject to the terms and conditions of this Agreement, you authorise the Custodian to:
 - 5.1.1 perform administration and provide custody services to you in connection to the IMA Service;
 - 5.1.2 hold your money and Investments on your behalf in custody meaning in trust for your benefit in the name of FNZ Custodians Limited (a wholly owned subsidiary of FNZ Limited);
 - 5.1.3 pool your money or Investments together with those held on behalf of others who invest through the IMA Service and keep separate records of each investors assets;
 - 5.1.4 effect Transactions on your behalf on your Adviser's or our instructions;
 - 5.1.5 receive or make payment for Investments on your behalf, and deal with the money held on your behalf and in your Cash Management account for those purposes;
 - 5.1.6 process any income or other benefits arising from the holding of your Investments through your Account;
 - 5.1.7 provide Statements of Investments to you;
 - 5.1.8 provide an annual taxation report to you; and
 - 5.1.9 maintain complete records showing the ownership, receipt, disbursement and other movements of your Investments.
- 5.2 The Custodian will reconcile records of client money and Investments daily and will ensure that any discrepancies are rectified promptly.
- 5.3 The Custodian will hold records for at least seven years and you may request this information which may take up to five working days to obtain.
- 5.4 The Custodian may from time to time appoint a sub-custodian to provide custodial and administrative services in connection with the IMA Service.

6 Services to be provided by your Adviser

- 6.1 Your Adviser, whom you have appointed to administer your IMA Service portfolio in accordance with this Agreement, must be an Authorised Financial Adviser registered on the New Zealand Financial Service Providers register and accepted by us.
- 6.2 You appoint your Adviser to instruct the Custodian to Transact on your behalf in respect of your Account under all of the circumstances in which this may occur, under or in connection with this Agreement.
- 6.3 You appoint your Adviser to instruct the Custodian to debit or credit your Cash Management Account in respect of any Transaction on your Account under all of the circumstances in which this may occur, under or in connection with this Agreement and the payment of any fees and other costs under this Agreement.
- 6.4 Your Adviser will pass instructions on to the Custodian on a reasonable endeavours basis. While this will generally be on the day of receipt, this may not always be the case and there is no guarantee that processing cut off times on any given day will be met.

7 Fees

Administration Fee

- 7.1 An Administration Fee will be charged monthly for services we provide to you under this Agreement. The Administration Fee is set out in the Application and depends on the type of portfolio you choose to invest in. The Administration Fee includes the Custodian's fees (details of which can be found in the Custodian's Disclosure Statement). The fees are subject to change by written notification to you.

Implementation Fee

- 7.2 You may agree to pay your Adviser an Implementation Fee as noted in the Application for services they provide in connection with establishing your Account (plus GST if applicable).

Monitoring Fee

- 7.3 You may agree to pay your Adviser a Monitoring Fee as noted in the Application (plus GST if applicable). The Monitoring Fee will be calculated daily as a percentage of the total value of your Investments (excluding your Cash Management Account balance and any External Holdings) and charged monthly.

Other fees

- 7.4 Some Transactions are subject to brokerage fees charged by third parties. You may also be charged other fees, charges, duties, costs and taxes either generally or in respect of a particular Transaction. The rate or rates will be notified to you by us or your Adviser from time to time.
- 7.5 You may be charged agency fees and other charges incurred in effecting an overseas Transaction.
- 7.6 You may be liable for any charges or penalties imposed by another broker or by a recognised investment exchange including, without limitation, charges or penalties imposed as a result of non-delivery of holder identification details or any other information or requirements.

Payment

- 7.7 You authorise the Custodian to make payment to your Adviser of any fees owing to your Adviser under this Agreement.
- 7.8 All fees will be deducted from your Cash Management Account.

8 Operation of your Account

Authority to use your Account

- 8.1 Only you or an Authorised Person may give instructions to your Adviser, or to Fisher Funds in the circumstances outlined in 8.4, and it is your responsibility to ensure that any Authorised Person complies with the terms of this Agreement.
- 8.2 The list of Authorised Persons may be varied by you giving to your Adviser and us a written notice signed by you and any new Authorised Person as an agreement by the new Authorised Person to comply with this Agreement.

Accepting Instructions

- 8.3 The Custodian will accept instructions only from your Adviser or us. The Custodian shall at their discretion and without any liability on their part, rely and act upon any instructions received from your Adviser and you shall be bound by those instructions.
- 8.4 We will accept instructions only from your Adviser. In certain exceptional circumstances and at our discretion we may accept instructions from you or an Authorised Person. We shall at our discretion and without any liability on our part, rely and act upon your instructions and you shall be bound by those instructions.
- 8.5 Your Adviser, and us in the exceptional circumstances referred to in 8.4, will pass instructions on to the Custodian on a reasonable endeavours basis. While this will generally be on the day of receipt, this may not always be the case and there is no guarantee that processing cut off times on any given day will be met.
- 8.6 Instructions will be accepted either in writing (email, post or fax), by telephone, by personal attendance at our offices or in such other manner (including by alternative electronic means) as we may previously have agreed with you, but in each case such instructions must be properly communicated to us. You may be asked to recite personal information as specified in your Application or other documents provided to us in order to verify your identity. The provisions of clause 26 apply to the deemed time of receipt of any written instructions.
- 8.7 Neither we nor the Custodian are under any obligation to verify the authenticity or accuracy of any instruction or purported instruction and may act on any instruction from any person that either reasonably believe to be you or an Authorised Person.
- 8.8 Both we and the Custodian reserve the right not to act on a particular instruction given, or purported to be given, by you, an Authorised Person or your Adviser for any reason whatsoever, and may defer action or seek further information as we see fit. In any such event we will not be liable for any price movements or fluctuations or any other loss, cost or expense suffered or incurred by you as a result of us not acting on that instruction, or otherwise arising in connection therewith.
- 8.9 Your instructions cannot be revoked once they have been acted upon. Both we and the Custodian may at our discretion, in certain circumstances, accept a modification to those instructions (other than a modification to the currency of settlement).
- 8.10 Instructions received by the Custodian will be implemented by the Custodian undertaking the relevant Transaction on your behalf in accordance with the relevant convention of the market concerned from time to time in force.

Aggregation of Orders

8.10 The Custodian may combine your order with orders for other clients. Orders will be aggregated only where this is reasonably believed to be in the best interests of clients but may on some occasions result in you obtaining a less favourable price than separate execution. Any aggregation of an order for you with an order for one or more other clients gives you no interest in any other client's order or Investments.

Payment by You

- 8.11 Before effecting any purchase (in any currency) you are required to deposit cleared funds in your Cash Management Account by agreed means for the full amount of the purchase price or other consideration for the Transaction, together with the amount of any applicable fees and charges payable on the Transaction. The Custodian shall be entitled not to act on any instructions where you fail to deposit cleared funds in your Account.
- 8.12 Unless otherwise expressly agreed, a Transaction must be settled in the currency of the market in which the Transaction was or will be effected. For the purposes of any conversion into or from New Zealand dollars, the exchange rate will be that applicable on the date on which the Transaction was effected.
- 8.13 Any dishonour of a payment or other non-clearance of a cheque tendered in settlement of a Transaction will be treated as non-payment by you by the due date.
- 8.14 Where payment is not made by the due date, we may instruct the Custodian to:
- offset any payment against a credit balance in your Cash Management Account,
 - sell, transfer or dispose of Investments and offset the sale proceeds against the amount owing, and/or
 - charge interest as set out in clause 8.16.
- 8.15 You hereby grant us and the Custodian an irrevocable power of attorney, exercisable in the event of non-payment by you by the due date, to take such actions as are necessary to dispose of the relevant Investments. If there remains a shortfall you agree to pay any balance owing.

Interest on Account

8.16 Should any debit balance on the Account arise as a result of your non-payment by the due date of any amount payable to us under this Agreement, we may charge, and you shall pay if so charged, interest at the rate calculated on a daily basis that is the aggregate of the 90 day bank bill bid rate plus a margin of 2% per annum, with a minimum charge of \$25 per annum.

Irregularities in Account or Statement

8.17 You must notify us immediately if you become aware of any irregularities in your Account or your Statement of Investments.

Minimum initial balances

- 8.18 You acknowledge that you must maintain the following minimum balances:
- in respect of your Account, an aggregate of NZ\$50,000 with regard to all your Model Portfolios and your Custom Portfolio (or a lesser amount at our discretion); and
 - in respect of the Cash Management Account, a minimum cash balance of 1% of the aggregate value of all your Model Portfolios and Custom Portfolio.
- 8.19 We may from time to time advise you of changes to the minimum amounts of cash that may be invested or withdrawn and we and the Custodian shall not be obliged to carry out instructions if the minimums are not met.

9 Model Portfolios

- 9.1 We will not assess whether the Model Portfolios chosen by you and your Adviser are suitable for you.
- 9.2 Subject to any minimum balance requirements being met, any instruction by your Adviser to invest in or withdraw cash from a Model Portfolio shall be deemed to be an instruction from you to Transact Investments by way of a rebalance action (see clause 9.3 below).
- 9.3 We will conduct reviews of the asset allocation of the Model Portfolios to ensure the investment mix remains within the pre-set asset allocations. We may then rebalance the Model Portfolios by instructing the Custodian to buy or sell Investments to reflect the asset allocation being applicable to each Model Portfolio.
- 9.4 If we rebalance the Model Portfolios as described in clause 9.3, and under any relevant law it is necessary for you to be given an investment statement or any other disclosure document in respect of those Investments, your Adviser will provide to you the relevant investment statement or other disclosure document before the Investments are purchased for you and you shall be deemed to have acknowledged receipt of such investment statement or other disclosure document.

10 Custom Portfolio

- 10.1 We will not assess whether the Investments comprising the Custom Portfolio chosen by you and your Adviser are suitable for you.
- 10.2 Subject to any minimum balance requirements being met, the Custodian will act on an instruction from your Adviser to invest or withdraw cash amounts from Investments held through the Account and to do so we may Transact Investments held through the Account.
- 10.3 You warrant and acknowledge that prior to giving any instructions to us to acquire any Investments to be held as part of a Custom Portfolio, you have received any relevant investment statement or other disclosure document concerning the Investments.

11 External Holdings

- 11.1 Where instructed by you and by provision from you of details of ownership of Investments acquired by you other than through the IMA Service, your Adviser will include these Investments in your Custom Portfolio.
- 11.2 External Holdings will be added to your Portfolio as at the date your Adviser actions your instruction or if requested by you in writing, as at any previous date.
- 11.3 External Holdings will be added to your Portfolio as at the latest available market price (excluding any applicable brokerage, agency or other charges) on the date your Adviser actions your instruction, or if requested by you in writing, as at any price specified.
- 11.4 Such Investments will be shown on any valuation as External Holdings and will not be removed by your Adviser until instructed by you.
- 11.5 Neither we nor the Custodian will have any obligations in respect of such External Holdings.

12 Bank Account

- 12.1 You must specify a New Zealand bank account (including all suffixes on that bank account number) to be used in the operation of the Account.
- 12.2 Any changes to the bank account details shall be notified to us in writing by you and evidenced by a pre-printed bank account deposit slip or other proof of bank account acceptable to us. All persons constituting the client must sign this notification.
- 12.3 If directed by you in writing, we may transfer any credit balance in the bank account to any Cash Management Account that we may operate on your behalf and may likewise transfer funds from the Cash Management Account to the bank account.

13 Cash Management Account

- 13.1 The Custodian will operate a Cash Management Account for your benefit provided by a New Zealand registered bank. As at the date of this Agreement the Custodian has appointed ANZ Bank New Zealand Limited to hold your funds in trust for your benefit in the name of FNZ Custodians Limited.
- 13.2 Your Cash Management Account will be used for the purpose of settlement of Transactions conducted through your Account and the payment of all fees due under this Agreement.
- 13.3 Funds may be deposited to, or withdrawn from, your Cash Management Account by instruction from your Adviser to the Custodian.
- 13.4 A resident withholding tax deduction summary will be provided annually after the end of the tax-year.
- 13.5 Cash distributions received from Investments held in your Portfolio will be deposited directly into your Cash Management Account.
- 13.6 Fees are charged by, and are payable to the Custodian in respect of the Cash Management Account (details of the Custodian's fees can be found in the Custodian's Disclosure Statement).
- 13.7 Your Cash Management Account must hold a minimum cash balance of 1% of the value of your Account at all times. If you do not meet this minimum cash balance requirement, you authorise us in our absolute discretion to:
 - instruct the Custodian to sell some or all of the Investments held on your behalf to meet this minimum requirement by giving you no less than 20 Business Days' notice; and/or
 - close the Account and terminate the Agreement in accordance with clause 25.

14 Registration of Investments

- 14.1 New Zealand and Australian Investments you hold through the IMA Service will usually be registered in the name of the Custodian as the nominee holder of the Investment. This means that these assets will be recorded at registries, on bank accounts and at similar record-keepers in the name of FNZ Custodians Ltd.
- 14.2 Overseas Investments will usually be held on a pooled (aggregated or omnibus) basis in the name of a nominee company controlled by the Custodian.
- 14.3 In certain circumstances, overseas Investments may be registered in the name of another custodian (but not Fisher Funds or a related company). This may occur where, due to law or market practice of the overseas jurisdiction, it is in your best interests or it is not feasible to do otherwise, or where the Custodian appoints a sub-custodian. Where Investments are so held, your Investments may not be segregated from that custodian's own investments and, in the event of default of the custodian, you may not be as well protected.

15 Corporate Actions

- 15.1 The Custodian will keep you or your Adviser informed of certain important events that affect your Investments, such as rights issues, bonus issues, takeovers, company reconstructions and the impending exercise or expiry of options, warrants and convertible bonds, and act in accordance with your instructions in relation thereto.
- 15.2 Neither we nor the Custodian shall have any duty or responsibility to you as regards attendance at meetings or voting in respect of any of the Investments, or in respect of proxies received by the Custodian or any Agent in respect of any Investments, or for sending any proxies or giving any notice of the receipt of such proxies to you.
- 15.3 Neither we nor the Custodian shall have any obligation to forward or take any other action whatsoever in connection with reports, notices, proxies and other communications received in respect of any Investments.
- 15.4 Any Investments or other consideration received by the Custodian as a result of a corporate action shall, unless we agree otherwise, be held subject to this Agreement.

16 Dividends and Income

- 16.1 The Custodian will collect income (including dividends and distributions of any kind) and principal (including the proceeds of any disposal) in respect of any Investments, and unless instructed otherwise, will hold your funds in trust for your benefit in the name of FNZ Custodians Limited.
- 16.2 Unless otherwise agreed, all dividends and interest received in a foreign currency will be converted into New Zealand dollars at the time of receipt by the Custodian.
- 16.3 The Custodian may deduct taxation from any payment of income if it is obliged to do so under New Zealand law. You are solely responsible for all taxes or similar liabilities levied on or arising out of any Investments and any payment due to you. Neither we nor the Custodian shall have any responsibility or liability with regard to your tax status or position in any jurisdiction.
- 16.4 You shall provide us with such information regarding your tax status as we reasonably request from time to time.
- 16.5 We are required to obtain certain information from you in your Application to establish how the New Zealand withholding tax rules apply to dividends and interest that you receive. We may also make this information available to issuers of your Investments.
- 16.6 We are required to obtain certain information from you in your Application to establish whether you are subject to the US Foreign Account Tax Compliance Act. We may also make this information available to New Zealand Inland Revenue.
- 16.7 You undertake to notify us immediately in writing should any of the taxation information specified by you in your Application change.

17 Reporting

- 17.1 You can view your Portfolio valuation online at any time. You may also request a Portfolio valuation and details of your Transactions from your Adviser at any time.
- 17.2 Your Adviser will send you a statement of investments at least every six months which will include, in respect of the relevant period:
 - the valuation of your Portfolio at the end of the relevant period;
 - performance reporting for both individual investments held and overall Portfolio performance;
 - a list of cash transactions for the period including income, fees and taxation;
 - an overall transaction history;
 - fees charged on your Account.

18 Basis of Valuation of Portfolios

- 18.1 All Investments are valued using the latest available market price.
- 18.2 Where investments are shown in a currency other than New Zealand dollars, the relevant currency exchange rates will be shown on the valuation.

19 Client Indemnity and Liability

- 19.1 You will indemnify us, the Custodian and the respective officers and employees of both us and the Custodian, against any and all losses, costs, claims, damages, penalties, fines, expenses and liabilities arising directly or indirectly, which we may incur or suffer as a result of:
 - 19.1.1 a breach of this Agreement on your part or the part of an Authorised Person;
 - 19.1.2 any failure by you to provide any notice or instructions required under this Agreement;
 - 19.1.3 any actions undertaken in the proper performance of our obligations under this Agreement;
 - 19.1.4 relying in good faith on, and implementing instructions given by you, an Authorised Person, your Adviser or a person who is not an Authorised Person if there are reasonable grounds for us to believe the authority of that person;
 - 19.1.5 paying funds to any other person in settlement of a Transaction where you have failed to provide funds to your Cash Management Account for that Transaction by the due date; and
 - 19.1.6 any non disclosure of a matter required by the Securities Markets Act 1988 (or from 1 December 2014, the Financial Markets Conduct Act 2013, as applicable), except to the extent such loss is directly attributable to the indemnified person's own negligence or wilful default.
- 19.2 Where the owners of your Account comprise more than one person, then each person constituting the owners of your Account are jointly and severally liable for their performance of this Agreement.

20 Manager and Custodian's Liability and Force Majeure

- 20.1 Except in the case of negligence, wilful default or dishonesty on our part, or on the part of the Custodian, neither we, nor the Custodian will be liable to you or any other person in contract or tort or on any other basis for any loss, damage, cost or expense arising directly or indirectly from any act or omission by us or the Custodian or any of either of our employees or Agents (including any overseas broker) in the performance of their obligations under this Agreement.
- 20.2 Any liability we or the Custodian may have will be limited to the direct losses suffered or incurred by you, excluding any consequential loss and any loss of income, business, profit or saving as a result of your or any other person's inability to complete another transaction or honour another obligation or otherwise arising in connection therewith. In no circumstances shall our liability or that of the Custodian exceed the market value of the Investments held on your behalf in respect of which such liability arose, immediately prior to the event being claimed against.
- 20.3 Neither we nor the Custodian will be liable for any failure to perform any obligations under this Agreement if such failure is caused by any event of force majeure including, but is not limited to:
 - any inability to communicate with any counterparty including the Custodian, sub-custodians, Agents, market makers, brokers, financial intermediaries or any recognised investment exchange, Clearance System, information provider or with the systems of any of them;
 - inability to obtain any necessary supplies for the proper conduct of business, and
 - the actions or failures of any counterparty including the Custodian, sub-custodians, Agents, market makers, brokers, financial intermediaries or any recognised investment exchange, Clearance System or information provider or of the information technology systems of any of them; or
- 20.4 that is beyond our or the Custodian's reasonable control or the reasonable control of either of our employees or Agents.

21 Agents and Agent's Liability

- 21.1 Both we and the Custodian may appoint any other person as an Agent to perform duties and functions on our behalf and may delegate any of our powers under this Agreement to such person provided that we exercise reasonable care in the selection of any such person. Neither we nor the Custodian need to inform you if we do this. Any person appointed as an Agent may do the same, at that person's absolute discretion and without advising you.

21.2 We will take all reasonable steps to:

- ensure that such duties and functions are performed by the Agent in the same manner, and are subject to the same duties and restrictions, as if we were performing them directly; and
- monitor the performance of those functions.

21.3 To the maximum extent permitted by law and subject to the extent that our liability for the actions of an Agent is unable to be excluded under the Financial Markets Conduct Act 2013 or under any other relevant legislation, neither we nor the Custodian will be liable for any act or omission of an Agent.

21.4 In the event of a default by an Agent there may be an irreconcilable shortfall and clients may share that shortfall on a pro rata basis.

21.5 Neither we, the Custodian nor any Agent are responsible for the actions (or omissions) of you or your Adviser.

22 Adviser's Limitation of liability

22.1 To the maximum extent permitted by law and subject to the extent that liability is unable to be excluded under the Financial Advisers Act 2008 or under any other relevant legislation, your Adviser accepts no liability whatsoever in relation to any loss or damage incurred or suffered by you as a result of the provision of services to you under or in connection with this Agreement except where such loss or damage is caused by your Adviser's wilful neglect or default.

23 Privacy Act

23.1 We will ensure that information about you is protected as required by the Privacy Act 1993. You are entitled to access the information held by us, the Custodian and any Agent and to request a correction to such information.

23.2 The information we, the Custodian and any Agent hold will be used primarily to provide the IMA Service and to administer your Account and records associated with your Account. We may share information with the Custodian or Agents in respect of the IMA Service. You agree that this information may be used by us to advise you of products, services, promotions or other information that may or may not be related to your Account and/or develop or begin a relationship with you. This may involve, amongst other things, contacting you by email, text message or an online facility or by telephone or post.

24 Recording of telephone calls

24.1 We may record telephone conversations to assist in verification and administration purposes. These records will be and will remain our sole property.

25 Termination

25.1 We may at any time request the Custodian to transfer all or any Investments from their name into your name without terminating this Agreement.

25.2 Any party to this Agreement may terminate this Agreement by written notice to the others, but without prejudice to any pre-existing rights or obligations of the parties including, for the avoidance of doubt, completion of any matter to effect and settle a Transaction and payment of any amount due to us on that Transaction.

25.3 Within 14 days after notice of such termination, you shall instruct us to either transfer into your name or the name of your nominated custodian, the balance of all Investments held by the Custodian on your behalf (where practicable) or to liquidate all your Investments within a reasonable time of termination of this Agreement. If you have not instructed us to either transfer or liquidate the Investments within such period, or if it is not possible or practicable to transfer the Investments into your name or the name of your nominated custodian, the Custodian shall liquidate the Investments and cause the net proceeds together with any monies held by the Custodian on for you, less any fees owing under this Agreement, to be paid to your bank account.

25.4 Our obligations under this clause and in any other event when you request a transfer of the Investments to be made shall be subject to:

- compliance with applicable law or regulatory requirements;
- reasonable notice having been given to and received by us; and
- the rules and requirements of any relevant recognised investment exchange, Clearance System, Custodian or other Agent, provided that we may make such arrangements as we deem appropriate and, where applicable, at your expense in order that prompt delivery may be made.

25.5 If you are indebted in any way to us in respect of Investments (for example, without limitation, in respect of unpaid fees or any payment made to you by us on account of interest, dividends or other income not yet collected by us) we may decline to transfer such Investments until such debt has been discharged.

25.6 You further acknowledge that your indebtedness and liability to us shall be continuing until such time as we are satisfied that we have received full and final settlement of payment due on the Investments in respect of those amounts paid to you. You shall fully indemnify us in the event of non-payment or part payment only.

25.7 You shall bear all costs and risks of any transfer of your Investments, whether upon termination or otherwise.

26 Notices

- 26.1 Any notice or other communication given by either you or us to the other, to the contact details specified in your Application or, to the address or number specified at the end of this clause (as the case may be) and which is sent:
- by email or fax shall be deemed to have been received by the intended recipient on the Business Day on which it is sent; or
 - by mail in a correctly addressed prepaid envelope, shall be deemed to have been received by the intended recipient on the second Business Day after the date on which it is mailed (in the case of mailing from within New Zealand) and on the tenth Business Day after the date on which it is mailed (in the case of mailing from, or to, overseas).
- 26.2 The address for any notice to us is:
- Fisher Funds Management Limited
Level 1, Crown Centre
67-73 Hurstmere Road, Takapuna, Auckland 0622
Private Bag 93502, Takapuna, Auckland 0740
Telephone: 0508 FISHER (0508 347 437)
- 26.3 You shall give us written notice within five Business Days of any change in your name, address, telephone number or other material circumstance affecting your Account.

27 Complaints

- 27.1 All problems or complaints regarding the IMA Service can be directed to:

The Complaints Manager
Fisher Funds Management Limited
Level 1, Crown Centre
67-73 Hurstmere Road, Takapuna, Auckland 0622
Phone: 0508 FISHER (0508 347 437)
Email: complaints@fisherfunds.co.nz

We are also participants of an approved dispute resolution service, operated by Financial Services Complaints Limited (FSCL). If you have complained to us and have reached the end of our internal complaints process without resolution to your satisfaction, FSCL may be able to consider your complaint.

You can contact FSCL at:

4th Floor, 101 Lambton Quay
PO Box 5697 Lambton Quay
Wellington 6145
Phone: 0800 347 257
Email: info@fscl.org.nz

28 Amendment and Assignment

- 28.1 We may amend this Agreement from time to time by giving you at least 30 days' written notice.
- 28.2 You may not assign or purport to assign this Agreement or any of its rights or interest under this Agreement without our prior written consent. In the absence of prior written consent any purported assignment is void. We may assign this Agreement or any of its rights or interest under this Agreement without your prior notice to or consent.

29 Definitions

Account means the record in your name in which all Transactions undertaken by you through the IMA Service are recorded and a record of all Investments including any deposit or withdrawal of money in or from the Cash Management Account and any balance in the Cash Management Account are held.

Adviser means an Authorised Financial Adviser registered on the New Zealand Financial Service Providers register and accepted by us who you have appointed to provide you with financial advice in respect of the IMA Service.

Agent means any custodian, sub-custodian, nominee, delegate or agent appointed by us or the Custodian.

Agreement means this Client Servicing and Monitoring Agreement comprising the Application in Part A and the Terms and Conditions of Agreement in Part B, as the same may be amended from time to time.

Application means Part A of this Agreement.

Authorised Person means a person listed on your Application as a person authorised by you to give instructions regarding your Account to either your Adviser or in certain circumstances, to us.

Business Day means any day other than a Saturday, Sunday or statutory holiday in either Wellington or Auckland.

Clearance System means any recognised central clearing or depository system and other clearing agency, settlement system or depository as may be used in connection with the IMA Service from time to time.

Custodian means any person (other than Fisher Funds) that we may from time to time appoint to provide custodial and administrative services in connection with the IMA Service, and includes any subsidiary of the Custodian or a sub-custodian appointed by the Custodian.

External Holdings means any holding notified by you to us for inclusion in your Custom Portfolio valuation pursuant to clause 11.

FNZ Custodians Limited means the company owned by FNZ Limited in whose name your assets are registered or held.

IMA Service means the Fisher Funds Individually Managed Account Service provided by us to you on the terms and conditions of this Agreement.

Investments mean any of the following of which you are the legal or beneficial owner and that we may in accordance with your Adviser's instructions hold on your behalf through your Account in accordance with this Agreement:

- non-cash assets, including securities, bonds, debentures, notes, and other investments;
- cash balances held in relation to or deriving from any non-cash assets;
- any other certificates, receipts, warrants, puts, calls and other instruments evidencing ownership of or representing rights to receive, acquire and subscribe for non-cash assets described in (i) above or evidencing or representing other rights and interests in Investments; and
- any other type of Security or asset as may be specifically agreed to by us.

Portfolio means all money and other assets which we from time to time manage on your behalf through your Account, including any gains, dividends and other income arising from those assets any money held in a Cash Management Account, and any further Investments held by the Custodian on your behalf including any External Holdings.

Security is as defined in section 6 of the Financial Markets Conduct Act 2013.

Transact means to purchase, sell, transfer or dispose Investments on your behalf.

Transaction means a purchase, sale, transfer or disposal of Investments on your Account effected or to be effected by us pursuant to your instructions.

Section 1: Additional Account Owners

Account Owner

What is your relationship to the account? e.g. account holder, trustee, director

Title First Name(s)

Surname

Email Address

Home Phone

Work Phone

Mobile

Date of Birth

IRD Number

Prescribed Investor Rate (PIR). (Refer to <http://www.fisherfunds.co.nz/fisher-funds-faqs> to determine your applicable PIR. If a PIR is not selected, 28% will apply).

10.5% 17.5% 28%

Resident Withholding Tax (RWT) Rate (If you do not provide your RWT rate, the default rate of 33% will be applied). Please provide a copy of your Certificate of Exemption if applicable. Any changes to your Certificate of Exemption must be advised to your Adviser.

0% 10.5% 17.5% 30% 33%

Physical Address

City

Country

Postcode

Are you a U.S. citizen or U.S. tax resident?

Yes No

If Yes, what is your US taxpayer identification number (TIN)?

NZ Common Shareholder Number (CSN) if you have one

Account Owner

What is your relationship to the account? e.g. account holder, trustee, director

Title First Name(s)

Surname

Email Address

Home Phone

Work Phone

Mobile

Date of Birth

IRD Number

Prescribed Investor Rate (PIR). (Refer to <http://www.fisherfunds.co.nz/fisher-funds-faqs> to determine your applicable PIR. If a PIR is not selected, 28% will apply).

10.5% 17.5% 28%

Resident Withholding Tax (RWT) Rate (If you do not provide your RWT rate, the default rate of 33% will be applied). Please provide a copy of your Certificate of Exemption if applicable. Any changes to your Certificate of Exemption must be advised to your Adviser.

0% 10.5% 17.5% 30% 33%

Physical Address

City

Country

Postcode

Are you a U.S. citizen or U.S. tax resident?

Yes No

If Yes, what is your US taxpayer identification number (TIN)?

NZ Common Shareholder Number (CSN) if you have one