

## FINAX WEALTH EDUCATION PROGRAMME TERMS & CONDITIONS

### 1. Agreement

These Terms apply to any current agreement with us, as well as any future contract or agreement, whether or not we send you another copy of them. These Terms form the entire agreement between you and us. There is no need for you to sign these Terms in order to accept them. You accept them by continuing to instruct us to work for you.

We reserve the right to amend these Terms from time to time. Any such amendment will take effect from the date on which we notify you of the amendment, or post the amended Terms And Conditions on our website.

As there are limited places available at any time in the mentoring programme, you agree that we cannot guarantee any availability to potential clients.

### 2. Scope and Nature of the Services

The mentoring or consulting services (the Services) will be provided to you (the Client) by Finax Education Limited.

The Client shall retain the services of the Consultant to provide mentoring or consulting services. The Client acknowledges that the Services are limited to mentoring or consulting services and does not include or extend to the offer of a business, franchise or agency opportunity. The services may be provided as an online course, in person programme or one to one mentoring.

The Consultant shall receive payments from the Client at a rate to be agreed in writing prior to the work commencing.

### 3. Payments

All payments shall be paid on the basis of an invoice from the Consultant by direct credit to the Consultant's nominated account within 5 days of the date of the invoice, unless agreed otherwise by the Consultant in writing.

All amounts payable by the Client shall be paid within five (5) days of the relevant invoice being sent to the Client. Late payment shall constitute a default and the Client shall pay default interest at current ANZ bank overdraft rates plus 2% on overdue amounts from the date payment falls due to the date of payment and in addition the costs of any actions taken by the Consultant to recover the debt.

Where services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.

### 4. Service

The Consultant shall perform the Services as agreed in writing with the Client prior to the work commencing. The Client and the Consultant agree that the Services are acquired for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the Services. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.

The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services and such variations and associated alterations will become part of this contract if they are agreed, in writing, by the Consultant.

### 5. Client Information and Confidential Information

The Client shall provide to the Consultant, free of cost, as soon as practicable, all information in his or her power to obtain which may pertain to the Client and their finances. The Consultant shall have not responsibility or liability to determine if any information provided by the Client is correct.

The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. The Consultant will not disclose or otherwise publish any Confidential Information without the prior written consent of the Client.

### Intellectual property

At all times the Consultant remains the owner of all intellectual property associated with and resulting from the Services and any materials provided by the Consultant.

Except with the written permission of the Consultant, details of the Services or of the materials used in connection therewith may not be copied, reproduced, distributed, republished, posted or transmitted in any form or by any means to a third party by the Client.

### 6. Confidentiality

The terms of this agreement shall be kept confidential by the parties.

### 7. Liability

The liability of the Consultant to the Client in respect of his or her Services for the project shall be limited to the value of the fees (exclusive of GST and disbursements). Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made to him or her within two years from completion of the Services.

The Consultant shall only be liable to the Client, either in contract or in tort, for direct loss or damage suffered by the Client as a direct result of breach by the

Consultant of their obligations under this agreement.

Finax has not and will not during the term of the agreement or at any time after it, assume any obligations as the Client's Agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 or Health and Safety at Work Act 2015 ("the Acts") arising out of this agreement. The Consultant and the Client agree that, for the purpose of the Acts, the Consultant will not be the person who controls the place of work.

### 8. Acknowledgment

The Client acknowledges that they have been advised of the relationship between the Consultant and an associated entity Finax Mortgages & Insurance is a mortgage and insurance brokerage Consultant and is controlled by the same parties that control the Consultant. The Client agrees that Finax Mortgages & Insurance may offer finance or funding application services to the Client on the then current terms and conditions of services of Finax Mortgages & Insurance.

The Client is under no obligation to use the services of Finax Mortgages & Insurance. In the event that Finax Mortgages & Insurance services are used by the Client, the Client acknowledges that Finax Mortgages & Insurance will receive payment for these services and the Consultant may receive a referral fee or commissions.

### 9. Representations

The Client acknowledges the content, projections, figures and indications provided by the Consultant during provision of the services are based on opinion and cannot be relied upon when making investment decisions. The Consultant offers all information as a guide only and it cannot be considered as financial advice in any way. The Client agrees to seek their own independent legal and financial advice from a qualified advisor before making commitments. The Consultant is not qualified to give mortgage, legal or financial advice. The Consultant does not accept liability for decisions made based on the content, projections, figures and indications provided by the Consultant during provision of the Services.

The Client acknowledges that testimonials supplied by the Consultant may not represent typical or usual results for all clients. The Client acknowledges that the Consultant have made no representations, warranties or guarantees (written or oral, in any medium) to them other than those expressed in this Agreement. The Client relies solely on their own judgement when accepting the Services are suitable for their purposes.

### 10. Cancellation

The Client may notify the Consultant in writing within 7 days of the Consultant receiving payment for the Services ('Cooling Off Period') that the Client wishes to cancel this Agreement by delivering or sending (including by electronic mail) a cancellation notice to the Consultant support@lucixiao.co.nz. If paying by installment plan, the Cooling Off Period begins on the day the Consultant receives the deposit for the Services.

The Client's right to cancel will end 23:00 hours, 7 days before the Services booked are due to commence, without exception. Provided that the conditions stated in this paragraph are met, a refund of Services fees paid will be made, less the cost of any products or services the Client has already received and the non-refundable \$250.00 administration/joining fee.

### 11. Termination

The Consultant may suspend all or part of the Services or terminate the Consultant by notice to the Client in the event that the Client fails to pay any invoice by the due date.

The Client may suspend all or part of the Services or terminate the Consultant by giving one month's written notice to the Consultant. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

### 12. Governing Law and Jurisdiction

The laws of New Zealand govern this Agreement and both Parties submit to the exclusive jurisdiction of the New Zealand Courts.

### 13. Entire Agreement

This Agreement contains the entire agreement between both Parties in relation to the subject matter of this Agreement and this Agreement supersedes all other discussions, representations, statements and prior agreements between the Parties.

### 14. Assignment

The Client shall not assign, transfer or otherwise dispose of (whether by way of security or otherwise) any of their rights without our prior written consent of the Consultant.

For the purposes of this clause, a reference to 'assign' includes any dealing, understanding, arrangement, or transaction, whereby there is a change in the management or control or beneficial or legal ownership of (or of any entity which owns or controls that Party and so on ad infinitum).

### 15. Force Majeure

The Consultant will not be held responsible for any delay or failure to comply with the Consultant's obligations under these conditions if the delay or failure arises from any cause which is beyond the reasonable control of the Consultant.