



## Momentum Partners

Licensed Financial Advice Provider | FSP 757091

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[www.momentumpartners.co.nz](http://www.momentumpartners.co.nz)

# Client Agreement

Adviser: Mo Olckers | FSP: 753591

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## Privacy & Authority to Act

Pursuant to the Privacy Act 2020, the following is relevant to you.

1. Personal information collected in the course of your dealings with us is collected for the purpose of assessing your application for financial products and services. This information may be shared with lenders and product providers at our discretion. If your application is successful, it will be used to administer the product or service and to manage any ongoing commission arrangements.
2. You are aware that lenders and providers may share your information with their insurers, credit reporting agencies, administrators, trustees, assignees, and any other party you authorise. We and our lenders may also use your information for market research and to notify you of products or services that may be of interest to you.
3. You have the right to access and correct any personal information held by us, by any lender or provider, or by any credit reporting agency, subject to the Privacy Act 2020.
4. Where we collect your personal information from someone other than you, we will take reasonable steps to notify you. This notification will include the purpose of collection, the intended recipients, the name and address of the agency collecting and holding the information, whether collection is authorised or required by law, and your right to access and request correction of that information, unless an exception applies under the Privacy Act 2020.
5. We use AI-assisted tools to support our advice process, including preparing advice documentation and maintaining client records. Where a meeting or conversation is recorded, the recording may be transcribed and processed using AI services to produce a file summary or diary note. By signing this agreement, you consent to recordings of your conversations with us being transcribed and processed in this way. All information is handled in accordance with the Privacy Act 2020. Where applicable, we may share property-related documents including sale and purchase agreements and building plans with Valocity, a property data and valuation platform, for the purpose of obtaining a property valuation or assessment in connection with your application. Valocity's privacy policy is available at [valocity.co.nz](http://valocity.co.nz).
6. By signing this agreement, you authorise us and our lenders and providers to:  
**a.** Collect personal information about you from third parties including credit reporting agencies, banks, and employers, and for those parties to disclose that information to us, our lenders, and providers as required.  
**b.** Share your information with administrators, insurers, trustees, and assignees as necessary to administer any product or service.  
**c.** Disclose your personal information to credit reporting agencies, and to use credit reporting services in connection with your application and any future products or services. This includes the use of monitoring services to receive updates if your information changes.  
**d.** Report any default in payment obligations to credit reporting agencies.  
**e.** Disclose your information to an associated provider where necessary to open or maintain a relevant financial product.  
**f.** Share your information with us during the term of your product or service to assist with your financial arrangements as your circumstances change.
7. Lenders and providers rely on the information you provide. Failure to provide accurate and complete information may result in your application being declined.

For a full list of our product providers and links to their privacy policies, please refer to the [KAN Privacy Policy and Provider Schedule](#).

## **Important Disclosures**

### **Advice type**

We do not provide advice on:

- Legal or estate planning (wills, trusts, contracts)
- General or personal insurance
- Investment products (shares, bonds, managed funds)
- Accounting

Please consult an appropriate specialist for the above. In some cases, we can provide a referral and may receive a referral fee for doing so.

A full list of lenders and KiwiSaver providers we work with is set out in the Scope of this Engagement below.

### **Commissions**

Mortgage advice - In most cases we do not charge you a fee. Lenders pay us an upfront commission of 0.55%–0.90% of the loan amount. Some lenders also pay an ongoing trail commission of 0.10%–0.20% per annum.

KiwiSaver advice - I receive commission for introducing you to a KiwiSaver Provider and for any advice provided to you. The commission is up to \$300 on joining the Scheme (depending on the provider and the size of your contributions within the first 12 months), and an ongoing amount of up to 0.25% per annum of your account balance.

### **Conflicts of interest**

We are here for you and will always put your interests first. We acknowledge that receiving commission from lenders creates a potential conflict of interest. We manage this by:

- Following an advice process that ensures recommendations are based on your goals and circumstances.
- Providing annual training to all advisers on managing conflicts of interest.
- Maintaining registers of conflicts of interest and gifts or incentives received, monitored regularly.
- Undertaking an annual independent Compliance Assurance Review.

### **Fees**

A fee may apply in the following circumstances:

- Commission is not payable by the lender — this typically applies to business lending, commercial property lending, and property finance. This will be discussed and agreed with you in writing before we proceed.
- Your lending is repaid within approximately 28 months of drawdown, triggering a claw-back of commission from us. If this occurs, we will invoice you for the lesser of the actual claw-back amount or \$3,000 (calculated at \$300 per hour for 10 hours of work).
- Funding is arranged but you do not proceed to drawdown.
- KiwiSaver - If you decide to exit the agreed provider within two years of starting with the KiwiSaver provider, the provider will claw back the upfront commission paid to us. We will then claw back that commission from you.

### **Reliability**

A reliability event is something that may materially influence your decision to seek advice from us — for example, legal proceedings or bankruptcy in the last four years. Neither Momentum Partners nor Mo Olckers has been subject to a reliability event.

## Scope of this Engagement

I am a financial adviser providing advice on behalf of Momentum Partners Limited. The scope of our service is outlined below — if this does not reflect your expectations, please let me know.

This agreement covers all financial advice provided to you by Momentum Partners, including:

- Mortgage & lending — new purchases, refinancing, restructuring, top-ups, re-fixes, and any other lending matters you bring to us.
- KiwiSaver — retirement savings or first home withdrawal.

The specific scope of each transaction will be confirmed at the time via our application process. No new signature is required for subsequent work within this engagement.

We do not advise on investment products, general or personal insurance, or legal and accounting matters. We can refer you to a specialist where needed — a referral fee may apply.

We are accredited with:

Lenders: ANZ, ASB, BNZ, Westpac, Kiwibank, TSB, Co-operative Bank, Liberty, Pepper Money, Avanti, SBS.  
KiwiSaver providers: Generate and Milford.

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## Customer Declaration

I/We (the Applicants) declare, acknowledge and agree that:

1. The information provided in this application is true and correct.
2. Where Momentum Partners has assisted me/us to complete this application, I/we have authorised this and confirm the information is correct.
3. I/We are at least 18 years of age.
4. I/We have not withheld any information about my/our financial position or commitments that may affect any decision by a lender or provider.
5. I/We understand that legal and valuation costs may be payable in connection with any application.
6. As part of any financing transaction, I/we acknowledge that I/we should review my/our personal risk insurance requirements.
7. Should my/our circumstances change while any product or service remains in place, I/we have an obligation to notify Momentum Partners.
8. I/We understand that Momentum Partners may receive a commission from lenders and providers, and that this does not affect the quality of advice provided to me/us.
9. The Mortgage Adviser is not an employee, agent, partner, or joint venture partner of, nor does the Mortgage Adviser act on behalf of, any lender or provider.
10. Where Momentum Partners charges a fee or a claw-back applies, the applicable amounts are set out in this agreement.

By signing below, I/we confirm that I/we have read and understood this Client Agreement in full — including the Privacy & Authority to Act, Important Disclosures, Scope of this Engagement, and Customer Declaration above — and agree to its terms.

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Applicant 1 Signature

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Applicant 2 Signature