

TERMS AND CONDITIONS OF APPLICATION

Please read this before signing

I hereby apply for Secured Term Deposit of Gold Band Finance Limited (GBF) as set out on this Application Form upon the terms and conditions of the Trust Deed dated 30 June 1993, as amended, and as set out in the Product Disclosure Statement (PDS).

I acknowledge that information about me will be held by GBF and that such information will be used to report details of my investment to me and for administrative purposes. I understand that the information is available to me on request and may be corrected by me.

I will advise GBF of any changes to the information provided on this application form.

I agree that the information held by GBF may be used for the purpose of sending me information about GBF or its subsidiaries and or investment products.

Product Disclosure Statement (PDS)

I acknowledge that I have had access to, read and understood a copy of the Product Disclosure Statement and agree that the terms and conditions for the Secured Term Deposit as stated in the Trust Deed and Product Disclosure Statement will be binding on me. Access by way of www.goldbandfinance.co.nz, copy available upon request or at our office.

Credit Risk Statement (CRS)

I acknowledge that I have received a copy of the Credit Risk Statement and confirm that I have read and understand the content of the CRS.

Anti-Money Laundering (AML)

GBF may disclose information relating to me/us or any associated person, or any investment to any authority, agency (including any government agency), the police, AML verification services, professional bodies or any financial institution in order to ascertain whether any government requirement applies to a transaction or if GBF reasonably believes that the disclosure will assist in the investigation, detection and /or prevention of fraud or other criminal offences, such as money laundering, and neither GBF or any related party will incur any liability to me as a result of such disclosure of information. I undertake to provide to GBF all information reasonably required to comply with any government requirement relating to anti-money laundering or terrorist financing.

You must ensure that any individual associated with you who provides us any personal information is aware of the purpose for which the information is collected and the provisions of this form relating to use of that information.

Politically Exposed Person (PEP)

A politically exposed person is:

an individual who holds, or has held at any time in the preceding 12 months, in any overseas country the prominent public function of –

- (i) Head of State or head of a country or government; or
- (ii) Government minister or equivalent senior politician; or
- (iii) Supreme Court Judge or equivalent senior Judge; or
- (iv) Governor of a central bank or any other position that has comparable influence to the Governor of the Reserve Bank of New Zealand; or
- (v) Senior foreign representative, ambassador, or high commissioner; or
- (vi) High-ranking member of the armed forces; or
- (vii) Board chair, chief executive, or chief financial officer of, or any other position that has comparable influence in, any State enterprise.

PLEASE CROSS OUT ONE BELOW

To comply with AML/CFT, GBF needs to confirm whether you are, or are not related to a politically exposed person.

I/We, **are / are not** a politically exposed person as above.

I/We, **are / are not** related to a politically exposed person as above.

Nominee Director/Shareholder/Trustee/Partner

A nominee is an individual or entity who is acting on behalf of another person (the true owner). The nominee is listed as a Director of Shareholder, however, has no control or beneficial ownership of the company, and is only acting on instruction of the true owner. A nominee director is an individual acting on behalf of the nominator. A nominee shareholder is holding shares on behalf of the original shareholder.

Gold Band Finance Limited is not in the business of providing financial advice. I/We acknowledge that GBF and its staff have not provided me/us with any financial advice, and it has been recommended to me/us that we should take independent legal and financial advice.

TERMS OF SERVICE

1 Terms of service

- 1.1 We will provide the Services to you in accordance with these Terms.
- 1.2 These Terms will apply to our current and future Services, unless we agree with you otherwise in writing

2 Definitions

- 2.1 The following definitions apply in these Terms:
 - (a) **Application** means the secured term deposit application form.
 - (b) **Authorised Persons** means the person(s) named in the Application who are able to give us instructions on your behalf.
 - (c) **Certificate** means a Secured Term Deposit Certificate.
 - (d) **GBF** (we, us) means Gold Band Finance Limited.
 - (e) **Information Pack** means the documents containing information about the Services (as amended by GBF from time to time), which may include an introduction letter, rate card, AML/CFT requirements, Product Disclosure Statement, Credit Risk Statement and Non-bank deposit taker licence.
 - (f) **Investor (you)** means the individual(s) or organisation named in the Application.
 - (g) **Parties** means us and you and **Party** means either one of them.
 - (h) **Services** means our deposit investment services.
 - (i) **Term Deposit** means the money you give us to invest, in accordance with the terms of your Application.
 - (j) **Terms** means the Application, Information Pack and these terms of service.

3 Applying for a term deposit

- 3.1 You must complete and sign the Application to request our Services. The Application provides us the information we need to provide the Services to you.
- 3.2 You will be given access to an Information Pack which contains all the information you need to consider whether our Services are right for you.
- 3.3 Once we have processed your Application, we will send you a confirmation letter and Certificate.

4 Our services

- 4.1 The Services are covered in detail in the Information Pack and will include:
 - (a) Investing your Term Deposit.
 - (b) Paying interest to you (at the rate confirmed by us in your confirmation letter).
 - (c) On maturity, dealing with the Term Deposit in accordance with your written instructions.
- 4.2 When providing the Services, we will act in a fair and reasonable way.
- 4.3 We do not give financial advice or check if our Services are right for you. We recommend talking to a financial advisor before making any investment decisions

5 Giving us instructions

- 5.1 Only Authorised Persons can give us instructions. These instructions could include anything associated with the Term Deposit, including early withdrawal requests and how the Term Deposit is dealt with on maturity.
- 5.2 You will let us know in your Application (where applicable) whether each Authorised Person can give us instructions acting by themselves or whether we need instructions from all the Authorised Persons.

- 5.3 At any time, we can ask any of the other Authorised Persons to confirm any instructions.

- 5.4 You confirm that each Authorised Person:
 - (a) has full authority to give us instructions on your behalf; and
 - (b) is aware of, and will comply with, these Terms.

- 5.5 You need to tell us if any of the Authorised Persons are no longer able to give us instructions on your behalf. Until you tell us otherwise, we will continue to rely on the instructions of the Authorised Person and they will remain responsible and liable to us in connection with the Term Deposit.

- 5.6 We will not be responsible for any loss you may suffer because we acted on the instructions of an Authorised Person (subject to clause 5.2).

- 5.7 If there is a dispute between any of the Authorised Persons, you must let us know as soon as possible.

- 5.8 We will not have to act on your instructions, or the instructions of any Authorised Person if we:
 - (a) receive conflicting instructions;
 - (b) believe there is a dispute, difference or question in connection with a Term Deposit; or
 - (c) otherwise consider that we cannot, for any reason, determine how to deal with a Term Deposit.

- 5.9 Minors cannot instruct us until they reach the age of 18 years.

6 Our fees

- 6.1 Currently, you do not need to pay us any fees to open or maintain your Term Deposit.

7 Liabilities and responsibilities

- 7.1 Both you and we each have certain responsibilities under the law and these Terms.
- 7.2 If something goes wrong, we will be liable for the reasonably foreseeable losses that are a direct result of:
 - (a) our fraudulent or negligent conduct; and
 - (b) us not complying with these Terms.
- 7.3 We will not be liable for any losses caused by:
 - (a) you not complying with these Terms;
 - (b) you giving incorrect information, not letting us know that your information is no longer accurate or making a mistake in your instructions;
 - (c) any action we take or do not take because of one of the reasons in clause 5.8;
 - (d) us following fraudulent or unauthorised instructions that we could not have reasonably known were fraudulent or unauthorised;
 - (e) your negligence;
 - (f) us complying with these Terms; or
 - (g) things beyond our reasonable control, for example the failure of any computer dealing or settlement system, the action or failure of any bank, broker or agent or of their systems, a pandemic or cyber attack.
- 7.4 If you comply with these Terms and any others that apply to the Services, without knowingly, fraudulently, or negligently causing, or helping to cause an issue, you will not be liable for:
 - (a) losses to the extent caused by our negligence, fraud, or failure to comply with these Terms; and
 - (b) indirect loss except as explained in clause 7.5.

7.5 You will be liable for all direct and indirect losses (including all of our legal costs properly incurred), whether or not they are reasonably foreseeable, if they relate to:

- (a) your fraudulent acts (or any Authorised Person acting fraudulently); or
- (b) fraudulent instructions, unless we should reasonably have known they were fraudulent.

7.6 If the Investor is not an individual (for example, a husband and wife, Company, Incorporated Society, Trust or estate) the responsibility for the Term Deposit is shared jointly. This means that unless we have agreed otherwise all relevant persons (including, both spouses, all directors, officers, trustees or partners (as the case may be)), individually and as a group, are responsible and liable under these Terms.

8 Privacy and information

8.1 You give us permission to collect, hold, share or disclose personal information about you and any individuals associated with the Term Deposit so that we can run our business, carry out your instructions, administer the Term Deposit, market our Services, comply with our legal obligations (including privacy and anti-money laundering obligations) or for any other specific purpose we tell you about or you agree to.

8.2 You do not have to give us the information we ask for, but if you do not, we may not be able to provide the Services.

8.3 You agree we can use the information we have about you, or provide it to third parties we work with, to help us to consider your Application, provide you with, or manage, the Services, exercise our rights under these Terms, verify and monitor information, manage your investment, perform checks or make disclosures required by law and audit our systems. By giving us the information we ask for you give us, and any relevant third parties, permission to use that information for those purposes.

8.4 If you provide us with the personal information of any Authorised Persons or other individuals, you confirm that you have their permission and that they know the provisions of this clause 8.

8.5 You agree that we may also collect, hold, use and disclose your personal information in accordance with our Privacy Policy.

9 Changes to these terms

9.1 We may change these Terms from time to time but will only do so as explained in clauses 9 and 10.

9.2 We will be open and transparent about the changes we make and we will generally give you as much prior notice as possible of any changes.

9.3 However, there may be some cases where we give you a short period of prior notice, notice after a change takes effect or no notice if it is reasonable. For example, if the change is out of our control or if we reasonably believe the change is favourable to you.

9.4 If you have any questions or concerns about any of the changes, please contact us to discuss.

10 How we will contact you

10.1 If we need to get in touch with you, we will do so in one of the following ways:

- (a) direct communication like a phone call, text message, email or letter; or
- (b) a notice on our website (where appropriate).

11. General provisions

11.1 If there are any differences between these terms of service and the Application, the Information Pack or any other terms that apply to our Services (Other Terms), the Other Terms will override these terms of service to the extent that they are different.

11.2 If you are using our Services for business reasons the Consumer Guarantees Act 1993 will not apply.

11.3 If we disagree on something relating to these Terms or our Services, we both agree to try to resolve the dispute between us in good faith. This does not prevent either of us from seeking urgent interim relief from the courts.

11.4 You may not transfer or assign your rights or obligations under these Terms.

11.5 The Terms are governed by New Zealand law.

12 Acknowledgements

12.1 By signing the Application, you confirm that you have:

- (a) read and understood these Terms and agree to be bound by them; and
- (b) accessed, read and understood the documents in the Information Pack and agree that you will also be bound by the terms in those documents.

12.2 If you are completing the Application on behalf of the Investor, for example, on behalf of your husband or wife, a Company, Partnership, Incorporated Society, Trust or estate, you confirm that:

- (a) you are entering into these Terms on behalf of the Investor;
- (b) you have full power and authority to enter into and bind the Investor to these Terms and have all the proper approvals required to do so; and
- (c) all other relevant person(s), including your spouse, trustees, directors or officers (as the case may be) have read and understood these Terms and the documents in the Information Pack and agree to be bound by such terms.



Gold Band Finance Limited

PO Box 713, Christchurch 8140

Telephone: (03) 961 3000, Freephone: (0800) 55 3000

Email: admin@gbf.co.nz

GBF Bank Account number 12-3191-0016016-00

Version: May 2025

