



Financial Advice Provider Disclosure Statement

This Financial Advice Provider Disclosure Statement provides you with important information about Jarden Securities Limited as a financial advice provider. This Disclosure Statement was prepared on 15 March 2021.

Jarden Securities Limited ('Jarden', 'we' or 'us') is a registered financial services provider (FSP3202) and holds a licence issued by the Financial Markets Authority to provide a financial advice service.

For information about Jarden's client money or property services, please refer to the Appendix to this Disclosure Statement.

In our [Jarden Privacy Policy](#) we set out how we will handle and manage personal information we collect and/or hold about you.

WHAT FINANCIAL ADVICE SERVICES CAN WE PROVIDE?

We can provide financial advice in relation to the following financial advice products:

- financial products (as defined in the Financial Markets Conduct Act 2013);
- equity securities (including shares in a co-operative company);
- debt securities (including call building society shares, bank term deposits and bonus bonds);
- managed investment products;
- derivatives;
- Jarden's discretionary investment management service; and
- a renewal or variation of the terms or conditions of any of the above products.

We can also provide investment planning services and Jarden's discretionary investment management service.

We do not provide advice on other financial planning issues such as insurance, taxation, legal or regulatory advice, estate planning, direct property or real estate advice, or asset protection.

Where we provide research on any company or other investment, the nature and scope of any financial advice included within that research is limited to generic and non-personalised commentary about that investment only. Any such commentary does not take into account any client's particular financial situation, objectives, goals or appetite for risk.

WHAT FEES WILL YOU PAY FOR OUR FINANCIAL ADVICE SERVICES?

The table below outlines a summary of when and how fees will be charged:

Category	Description	Amount
Administration and custody	We will charge a fee for the administration of portfolios and safekeeping assets we hold in custody on your behalf.	The administration and custody fees will be agreed with you. It will be a percentage per annum of the value of the assets held in custody.
Portfolio reporting and monitoring fee	For the Portfolio Advice Service, we will charge a fee for monitoring and reporting on your portfolio. These fees will accrue daily and be charged every quarter in arrears.	The portfolio and monitoring fees will be agreed with you. It will be a percentage per annum of the value of the assets held in the portfolio, plus GST.
Discretionary investment management service fee	For the Discretionary Investment Management Service, we will charge a fee for investing through this service, based on a percentage of the value of assets in your portfolio.	The portfolio and monitoring fees will be agreed with you. It will be a percentage per annum of the value of the assets held in the portfolio, plus GST.
Brokerage transaction fee	We will charge a brokerage or commission fee on secondary market transactions that we arrange on your behalf, plus any applicable market trade fees and any agency transaction and settlement fees for offshore market trades.	Applied on a per transaction basis, based on the rate agreed with you before the transaction is initiated. Brokerage is paid at the time the transaction is settled.
Minimum brokerage fees	We will charge minimum brokerage fees in the relevant trading exchange currency for the transactions.	Minimum brokerage fees apply.
Funds on call	We may charge a margin on the rate of interest paid to you on money held on your behalf in the cash management account(s) within your portfolio.	Margin: the rate of interest we pay to you <i>less</i> the rate of interest we receive from time to time.
Funds on term deposit	We may charge a margin on the interest paid to you on money so held or arranged on your behalf on term deposit.	Margin: a minimum of \$40 and may be applied as either a basis points charge or as a set flat fee (e.g., the brokerage charge on a \$25,000 deposit might be a minimum of \$50).
Break fees	Break fees may be charged if you wish to withdraw funds on term deposit before the maturity date, and early withdrawal is approved by the deposit taker.	Minimum amount stipulated by the bank deposit taker of at least \$100.

Individual action fees	We will charge individual action fees that relate to transfers of stock into and out of the custodial service, and bank charges.	The relevant custodial market transfer and bank fees will apply on termination of service. Individual action fees are payable when due and deducted from available funds on your account.
Foreign exchange	We will charge a margin on the exchange rate applied in respect of any trade and non-trade related transactions involving the conversion of currencies by deduction of basis points.	Margin: the exchange rate at which we undertake the exchange transaction as advised to you less the exchange rate charged to us or we apply to a transaction.

The fees outlined above may be changed on written notice to you in accordance with our Terms and Conditions, which are available [here](#).

CONFLICTS OF INTEREST AND COMMISSIONS OR OTHER INCENTIVES

A conflict of interest may arise where the interests of Jarden or any of our advisers may be perceived to materially influence our advice.

The table below outlines potential conflicts of interests that may arise:

Potential conflict	Description
Jarden's related companies and affiliated persons	<p>We do and seek to do investment banking business (e.g., mergers and acquisitions (M&A), corporate advisory work, new issues of investment product, secondary offerings and placements and other transactions) with, companies whose securities in which we may transact and manage in this service. We may also trade in investment products as principal for our own account.</p> <p>Our research analysts publish investment and economic research that will be used as one of a number of sources of analysis in providing services to you.</p> <p>We may invest in or recommend securities that are issued, or funds that are managed, by a related or associated company of Jarden. Currently these companies are Harbour Asset Management Limited, Pearlfisher Capital Limited, and Jarden Principal Investments Limited (and subsidiaries of Jarden Principal Investments Limited). The related parties will receive fees for the management of these securities or funds. All of those fees are either charged on an arms-length basis (as in, they are the same as the fees charged to those investing direct) or alternatively as set out in the applicable documentation.</p>
Fees	<p>We are paid fees by the companies and persons we act for (e.g., brokerage of a percentage of the dollar amount subscribed for by the investor, plus a percentage as a firm allocation fee plus if in a syndicate as a lead manager, a percentage as arranger or a fixed fee amount).</p> <p>In some situations, we may also act as underwriter of an issue, which means that the issuer will pay to us an underwriting fee for the risk taken by us in supporting the transaction. The amount of the underwriting fee will vary depending on the risk of the transaction concerned.</p>
Adviser remuneration	<p>The remuneration of Jarden's advisers is comprised of a fixed salary and a discretionary attribution bonus and additional discretionary bonus, payable at the discretion of Jarden's Board and Remuneration Committee.</p> <p>Bonuses are discretionary payments. They are not solely based on individual performance and include consideration of the individual's conduct as well as reference to Jarden's revenue that is attributable to the specific financial adviser. The bonus payable is a percentage of the attributed revenue. Jarden Compliance undertakes sample client file inspections from time to time to ensure the advice provided promotes good outcomes for our clients.</p>
Shareholdings in Jarden	<p>Many of Jarden's advisers have a financial interest in the business of Jarden as a shareholder of Jarden Group Limited (holding company). Any payment of dividends or other distributions to shareholders by Jarden Group Limited has no effect on the service provided.</p>

Jarden maintains a comprehensive and robust framework of policies and processes to manage conflicts of interest. Conflicts of interest are managed by various means including use of appropriate disclosures, separation of functions, compliance policies and declining to act. Our policies, procedures and practise include those upholding client order precedence, the timely execution and allocation of trades for clients, fair allocation of trades and in respect of new issues of financial products, restricting the firm's sales, trading and research activities with respect to specified securities where Jarden has a role (such as a M&A transaction) in a transaction, employee personal accounting trading, employee outside interests, gifts and benefit policy, and managing personal conflicts of interest. Our Remuneration Committee manages employee compensation including any discretionary bonus.

COMPLAINTS AND DISPUTES RESOLUTION PROCESS

If you are not satisfied with the service you have received from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone at 04 474 4400 or by email to our Compliance Officer at complaints@jarden.co.nz. You can also write to us at Level 21, 171 Featherston Street, Wellington. Jarden's Compliance department will attempt to address your complaint with your adviser in the first instance and, if necessary, will escalate the complaint to Jarden's Chief Risk Officer for a final determination. We will let you know when we have received your complaint and will generally respond to your complaint within 20 business days.

You have the right to take an unresolved complaint to Financial Services Complaints Limited (FSCL). FSCL is an independent approved dispute resolution scheme to which we belong. FSCL can be contacted at: PO Box 5967, Lambton Quay, Wellington 6145 or by phone 0800 347257 or 04 472 3725 or at info@fscl.org.nz. There is no cost to you to use the services of FSCL.

DUTIES

From 15 March 2021, Jarden Securities Limited and any person giving advice on our behalf will be bound by duties to:

- meet the standards of competence, knowledge, and skill set out in the Code of Professional Conduct for Financial Advice Services; and
- give priority to the client's interests; and
- exercise care, diligence, and skill; and
- meet the standards of ethical behaviour, conduct, and client care set out in the Code of Professional Conduct for Financial Advice Services.

APPENDIX

CLIENT MONEY AND PROPERTY SERVICES

The important disclosures in this Appendix are made to ensure that you have sufficient information to make an informed decision about whether to use the client money or property services of Jarden.

Jarden Securities Limited is a trading participant on NZX markets and a clearing and depository participant of the New Zealand clearing house and depository. New Zealand market transactions that your adviser may provide advice to you on are handled through this infrastructure.

PROCEDURES FOR DEALING WITH CLIENT MONEY OR CLIENT PROPERTY

Custody Service

Where you do not wish to hold securities in your own name and have elected to receive the Safe Custody and Nominee Service (see clause 9 (Safe Custody and Nominee Service (and Appendix I thereto)) of the Jarden client agreement), Jarden will register and hold securities on your behalf in the name of Jarden Custodial Services Limited as bare trustee (Custodian) and/or any appointed sub-custodians. Currently, all securities in custody are held by sub-custodians: in New Zealand FNZ Custodians Limited, and the rest of the world Citibank N.A. This service is available whether or not we have provided you with a financial advice service in relation to the particular securities. Written terms and conditions in the Jarden client agreement apply to this service.

Investment money received from you or on your behalf will be held by Jarden in a Client Funds Account on trust on your behalf, unless and until it is disbursed to settle transactions on your behalf or otherwise distributed in accordance with your instructions.

Jarden administers assets belonging to clients in a fiduciary capacity. This is a key area of regulation under the Financial Markets Conduct Act 2013 (the "Act") and the NZX Limited ("NZX") Participant Rules (the "Rules"). The main purpose of client money or property conduct obligations under the Act and the Rules is to ensure that Jarden accounts for, and safeguards, client assets at all times. The Act and the Rules dictate a high standard of custodianship and associated record keeping.

Jarden will not use money, securities or other property held on your behalf for the benefit of itself or any other person. Therefore, in the unlikely event of Jarden's default or insolvency, client assets will be protected from the claims of general creditors and, in the case of client money, from any right of set-off by the bank providing the Client Funds Account in which the money is held. The internal controls that govern the receipt, holding and disbursement of client assets are subject to audit by external auditors and internal compliance checks.

Where securities are registered and held on your behalf in the custody service, FNZ Custodians Limited, as a subcustodian and administration agent for the Custodian, will carry out the following functions on behalf of Jarden:

- Administering and accounting for the securities;
- Claiming dividends and interest payments;
- Upon instruction by you to your Jarden adviser, exercising conversion and subscription rights;
- Upon instruction by you to your Jarden adviser, dealing with takeovers and other offers or capital re-organisations;
- Producing a statement of holdings for you at least every three months;

- Producing an annual tax statement for you.

Note: dividend advice notes, other income distribution advices, corporate action advice notes, custody holding statements and annual tax statements will be produced by FNZ Custodians Limited on behalf of Jarden and sent to you by Jarden.

General

By instructing your Jarden adviser, at any stage, to acquire securities, you agree that where you fail to pay the amount necessary to settle that transaction, Jarden and/or the Custodian may:

- Charge interest on the amount owing; and/or
- Set off the amount owing (with any interest charged) against a credit balance in your account, offset any payment against a credit balance held on your behalf in a cash management account or term deposit; and/or
- Sell securities (including any securities held on your behalf in the safe custody service) and set off the amount owing (plus any interest charged) against the sale proceeds.

Cash Management Facility

On request, Jarden will administer funds held on your behalf in a pooled client funds trust cash management account with, subject to compliance with the Act, ANZ Bank New Zealand Limited (or any successor or other registered bank in New Zealand or elsewhere).

Establishment or account fees are not charged to clients for the (multi-currency) cash management facility. Instead, the interest paid to you on money held on your behalf in the cash management account(s) reflects a margin deducted and retained by Jarden by way of mark-down from the rate of interest that is paid to us by the bank as the holder of the cash management account(s) on behalf of clients. Please refer to the Fees table further above for more information about the margin deducted and the interest paid to you.

The cash management facility includes provision of a monthly transaction statement, an annual tax statement (for use with your tax return) and, subject to standard settlement instructions, the automatic settlement of transactions in securities on your account (by payment from the facility for purchases and deposit to the facility of sale proceeds) and the inclusion of the money balance(s) in portfolio reports. Account fees are not charged for these items.

Further details about this service are in section 7 of the Jarden client agreement (which includes informed consent by the client to deduct the margin described above).

Term Deposits

On request, Jarden will administer funds held on your behalf on term deposit in trust with, subject to compliance with the Act, a registered bank in New Zealand or elsewhere. Please refer to the Fees table further above for information about the margin and break fees that may be charged by us.

The deposit details including the gross interest rate paid to the depositor, deposit face value and date, maturity date and any brokerage and break fees will be shown on the term deposit confirmation note.

Sections 3.16 – 3.20 (Payment by You), 3.22 – 3.23 (Delivery of Securities by You), 7 (Cash Management Facility), 7A (Depository Accounts), and 9 (Safe Custody and Nominee Service (and Appendix I thereto)) of the Jarden client agreement set out the full terms that apply to the receipt, handling and holding of client money and client property on behalf of clients.

FEES

For the range of fees that may be charged for the Custody Service, the Cash Management Account, and Term Deposits, please refer to the Fees table further above.

In addition, some fees may be charged by third parties for products or transactions.

Any fees payable by you to third party investment fund managers or product providers will be disclosed to you before you make an investment. This information will be provided in the offering document issued or provided by the relevant fund manager or product provider.

Where additional charges, such as agency execution fees, settlement fees, exchange and clearing house fees, trade fees, foreign exchange and stamp duty charges apply to transactions, Jarden will recover those charges from you at the time of settlement of the transaction, including by way of deduction (by authorising Jarden to carry out the transaction you are authorising them to deduct such fees from your account). The charges will be set out on the relevant contract note.

RECORD KEEPING

We keep a full set of accounting records showing the receipt and disbursement of all money and the movement of all securities and any other property held on your behalf. You may request details of your own transactions at any time. Depending on the services selected by you, you may be granted online access to view your account transactions. We hold account records for at least seven years. A fee may be charged for historical information requests.

COMPLAINTS AND DISPUTES RESOLUTION PROCESS

In the event that you are dissatisfied with our client money or property services and wish to make a complaint, please refer to our complaints disputes resolution process further above.