

Investor Agreement

Investing through Squirrel Money? This document has everything you need to know you're agreeing to when choosing to invest money into the Squirrel Money marketplace.

Date: 31/03/2022 Version: 2.3

Agreement

1. This investor agreement, together with the Platform and Website Terms and Conditions and Investor Documents (as applicable), govern your participation as an Investor (also referred to where relevant as you or your) in Loans to be made through the Trustee (acting as bare trustee pursuant to the Deed of Bare Trust) on the Platform as part of the peer-to-peer and wholesale lending services provided by us (Squirrel).

This agreement is the client agreement with you for the purposes of the FMCA. This investor agreement applies to both Retail and Wholesale Investors however we may adapt or change criteria, processes and conditions for Wholesale Investors from time to time.

2. By accepting the terms of this agreement, you agree to enter into this agreement with us and the Trustee.
3. This agreement will continue to apply for such time as you remain registered as an Investor on the Platform or until all Loans in which you have an interest have been terminated or expired in accordance with their terms.
4. Unless the context otherwise requires, the general provisions and definitions set out under the heading "General" ([here](#)) in the Platform and Website Terms and Conditions apply in this agreement.

Investment process

5. You may create an Investment Order at any time on the Platform by selecting an Investment Class to invest into, specifying the maximum amount you would like to invest and accepting or selecting (if applicable) the Investment Term and Interest Rate Type offered. The amount specified to invest can be selected to the extent that you have sufficient funds in your Investor Account to cover all outstanding Investment Orders. Each Investment Order will constitute an offer to participate in a Loan or Loans for the purposes of the FMCA as determined by the Platform and on the terms of the Investment Order and the Loan Agreement.
6. An Investment Order can be designated as one-off or recurring (known as an Auto-Invest). If an Investment Order is designated as recurring, a new Investment Order will be created on your behalf by the Platform automatically whenever the funds available in your Investor Account exceed the investment amount specified in your recurring Investment Order.
7. You will be given an indication of the interest rate you may receive (Prevailing Interest Rate) when you create your Investment Order. The Prevailing Interest Rate applicable to new investments in each Investment Class and Investment Term will be set by us from time to time after consideration of the Housing Variable Rate, Business Variable Rate, current market interest rates and Platform fees, levies and margins.
8. The Prevailing Interest Rate on unmatched or partially matched Investment Orders is subject to change

at any point up until the funds available on that Investment Order are matched to Loans. Investors with unmatched or partially matched Investment Orders in the Investment Class and Investment Term to be affected by a Prevailing Interest Rate Change will receive at least five Business Days' notice by email before a change to the Prevailing Interest Rates applies (Interest Rate Change Notification Period).

At the expiration of the Interest Rate Change Notification Period, the revised Prevailing Interest Rates will be updated automatically on all Investment Orders not fully matched and will apply to any subsequent matching of those Investment Orders to Loans. An Investor creating an Investment Order within the Interest Rate Change Notification Period will be notified of the scheduled change to the Prevailing Interest Rate and the timing of that change whilst creating the Investment Order.

Where an Investment Order is matched with a Loan and settled during the Interest Rate Change Notification Period, you will receive the Prevailing Interest Rate applicable to the Investment Order at the point that matching occurs unless the interest rate offered by the Loan is higher, in which case you will receive the higher interest rate.

9. The Interest Rate Type will be either Fixed Interest or Variable Interest.
 - a. Fixed Interest means the interest rate applicable once the Investment Order has been matched and settled with a Loan will remain constant for the duration of the investment.
 - b. Variable Interest means the interest rate applicable once the Investment Order has been matched and settled with a Loan is subject to change periodically during the term of the investment at our discretion. Variable Interest rates will be set by us from time to time after consideration of the Housing Variable Rate, Business Variable Rate, current market interest rates and Platform fees, levies and margins. You will receive at least five Business Days' notice by email before a change to the Variable Interest rate applies.
10. Loans which you participate in may be for any duration within the Investment Term or that is otherwise applicable to the Investment Class you are investing into. Your Investment Order may match with a Secondary Market Loan which may be for a period less than the Investment Term indicated when creating the Investment Order. Loans transferred via the Secondary Market are also governed by the Secondary Market Rules available [here](#).
11. Once an Investment Order is created it will be matched with Loans on a "first come, first served" basis as set out in the Terms. An Investment Order can be up to the full value of a Loan or there may be other Investors participating in the Loan with you. When the full value of the Loan has been met, we will proceed to settle the Loan on the terms of the Loan Agreement.
12. You may withdraw an Investment Order at any time up until it has been matched with a Loan and the full value of the Loan has been met by providing notice to us in accordance with the Terms.
13. Each of your interest(s) and that of other Investors participating in the Loan with you, where applicable, will be held as owners in common and not as joint owners. You agree and acknowledge that you will not have any direct relationship or communication with other Investors who participate with you in a Loan.

Investor Account

14. We maintain an Investor Account in the name of the Trustee to receive and hold funds required to fulfill the Investment Orders. Each Investor Account will be held on separate bare trust by the Trustee for each Investor. You must ensure that you have transferred sufficient funds to the Investor Account to cover all of your Investment Orders made via the Platform from time to time.
15. We will deal with any funds in the Investor Account on the basis set out in this agreement.
16. Any interest earned on funds held on your behalf in the Investor Account will be held by the Trustee as bare trustee on your behalf.

17. Where all or part of your Investment Order has been matched with a Loan and the full value of the Loan is met, you authorise us and the Trustee to transfer up to the value of your Investment Order from the Investor Account to the Borrower via the Clearing Account and to otherwise take steps to settle the Loan under the terms of the Loan Agreement.
18. Where your Investment Order is matched to an existing Loan on the Secondary Market, the process set out in the Terms will apply. In this case, you authorise us and the Trustee to transfer up to the value of your Investment Order from your Investor Account to the relevant Investor via the Clearing Account.
19. Where a withdrawal is requested by you on the Platform, we will pay any cleared funds held on your behalf in the Investor Account which are not required in respect of any outstanding Investment Orders (to the extent that the full withdrawal request can be satisfied) to the bank account designated in your application. Withdrawal requests will normally be processed on an hourly basis between 9am – 10pm on business days, but may take up to 48 hours to reach an Investors bank account.
20. Withdrawal requests can be designated as one-off or as recurring on a frequency specified on your withdrawal request (either weekly, fortnightly or monthly). Withdrawal requests can be cancelled up until the point that they have been processed by the Platform.

Security and guarantees

21. Borrowers may provide security in relation to a Loan subject to the requirements notified by us from time to time. Any security provided will be held by the Trustee in accordance with the terms of the Borrower Agreement and the Loan Agreement. Any security held by the Trustee in relation to a Loan covered by a Reserve Fund is taken for the benefit of the Platform and the Reserve Fund and not for you individually.
22. If security is provided in relation to a Loan from a person other than the Borrower, we will require a guarantee to be provided by that person. Where we require a guarantee in relation to a Loan, Borrowers are required to ensure that each Guarantor signs the Loan Agreement and any other documentation, and provides us with all information, we require in relation to the Loan, the Guarantors and the guarantee. We may also agree with a Borrower that a guarantee is to be provided in other circumstances.
23. Where a guarantee is provided in relation to a Loan covered by a Reserve Fund, this will not affect your right to receive payment from the Reserve Fund in the event of Borrower default in accordance with the Reserve Fund Policy.
24. We may not disclose to you whether security or a guarantee has been provided in relation to a Loan. You should be aware that Loans may be unsecured.

Loan Repayments

25. All amounts of principal and interest received by the Trustee or us on the Trustee's behalf, to which you are entitled under Loans which you have participated in will be credited to the Clearing Account where it will be held on bare trust by the Trustee for your benefit and that of other Investors (if any) under the relevant Loan in proportion to the amounts contributed by each in respect of the Loan.
26. We will deal with any funds held in the Clearing Account for your benefit on the basis set out in this agreement. Principal and interest will be paid from the Clearing Account to you as soon as reasonably practicable following receipt by the Trustee (which may be weekly, fortnightly, monthly or otherwise depending on the terms of each Loan). We may offer interest only Loans or Loans where interest may be capitalised.
27. RWT will be deducted from the amounts paid into the Investor Account to the extent to which those amounts are interest subject to RWT, unless you have provided us with a valid RWT Exemption Certificate.

The Trustee (and declaration of bare trust)

28. Each Loan which you participate in under the Platform will be made by the Trustee (as bare trustee) on your behalf and that of each other Investor (where applicable) participating in the relevant Loan.
29. You acknowledge that the Trustee will act as bare trustee in respect of all of your rights and interests in the Loans in which you participate, the Investor Account, the Clearing Account and the Reserve Fund(s) and all of your other interests, rights and obligations under the Investor Documents.
30. You agree and acknowledge that you may not pursue the Borrower or any Guarantor in the event of non-payment or default by the Borrower or any Guarantor or any other failure by the Borrower or any Guarantor to comply with their respective obligations under the Loan Agreement.
31. The Trustee agrees, acknowledges and declares (on the terms of this agreement and the Deed of Bare Trust) that:
 - a. the Investor Account is held on separate bare trusts for the benefit of each Investor who has transferred funds to the Investor Account in proportion to the amounts transferred by the relevant Investor;
 - b. the Clearing Account is held on bare trust for the benefit of each Investor who is entitled to receive any payments received or recovered from Borrowers under the Loans from the Clearing Account less any fees, expenses or deductions permitted by this agreement in proportion to the interests of Investors in relation to the relevant Loans;
 - c. each Reserve Fund is held on bare trust for the benefit of all Investors in Loans covered by that Reserve Fund;
 - d. the interests, rights and obligations arising under the Loan Agreement relating to a Loan are held on separate bare trusts for each Investor participating in that Loan in proportion to the amount of the Investors' respective participations in the Loan; and
 - e. its interests in the above assets is limited to bare legal title only with you enjoying full beneficial ownership of the assets held on trust for you.
32. The Trustee will remain as bare trustee as contemplated by this agreement and the Deed of Bare Trust and you may not terminate the trust and/or the Trustee's appointment under this agreement.
33. All instructions or directions given by you to the Trustee must be consistent with the terms of the Investor Documents and the Trustee will not be required to act in accordance with any instruction or direction that is inconsistent with the terms of the Investor Documents. The Trustee will not be required to take any action which would cause it to breach any law binding on it.
34. The Trustee may deduct the Establishment Fee (if applicable) from the Loan prior to transferring the balance of the Loan amount to the Borrower(s) under the terms of the Loan Agreement.
35. We may appoint a replacement trustee or trustees from time to time on notification to you. The appointment of a replacement trustee will not affect your rights and obligations under the Investor Documents. We may appoint additional Trustees.
36. We will act as agent for the Trustee in respect of each Loan on the basis set out in clause 37. You agree to our appointment as agent for the Trustee as provided in this agreement.

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37. You appoint us to act as your agent (and acknowledge our appointment as agent for the Trustee) in relation to the following:
- a. entering into this agreement and other Investor Agreements on the Trustee's behalf in relation to the use of the Platform by Investors;
 - b. entering into Borrower Agreements on the Trustee's behalf in relation to the use of the Platform by Borrowers;
 - c. opening and administering the Investor Account and the Clearing Account;
 - d. entering into Loan Agreements with Borrowers and any Guarantors on the Trustee's behalf;
 - e. transferring funds and otherwise settling all Loans in accordance with the Loan Agreements;
 - f. administering Loans including by collection and enforcement in relation to the Loans and any security or guarantee provided in respect of the Loans and providing the Borrower Disclosure and any required disclosure to the Guarantor for the purposes of the CCCFA (where required);
 - g. administering the Reserve Funds (where applicable) including by collection of contributions from interest payments under the Loans and making payments to Investors, in each case in accordance with the Reserve Fund Policy;
 - h. transferring any funds to you which are or may become payable from time to time in accordance with the terms of this agreement;
 - i. performing all or any of the other functions or obligations of the Trustee under this agreement or any other agreement relating to the Loans; and
 - j. performing all or any other functions including entering into any other agreement or documentation which are reasonably incidental to any of the functions or duties set out in this clause.
38. You authorise us, acting on behalf of the Trustee, to deduct any fees under this agreement that may become due and payable by you or by a Borrower from time to time from amounts received from the Borrower under the Loan Agreement and to transfer such fees to our account.
39. You authorise us to use our address on your behalf for the purposes of disclosure to Borrowers, where required to give an address.
40. You acknowledge that you have delegated any decision-making power you may hold in respect of amounts held by the Trustee for your benefit to us. We will exercise this delegated authority in accordance with the terms of this agreement, the Deed of Bare Trust and the Reserve Fund Policy.
41. To the extent permitted by law, we may delegate any of our rights, functions or duties set out in this agreement to any member of the Squirrel group. Any delegation will not relieve us of any liability under this agreement.

Tax

42. When you submit your application to become an Investor:
- a. you must confirm to us (acting on behalf of the Trustee) that you are an NZ Tax Resident; and
 - b. you must provide to us:

- i. your IRD number;
- ii. a copy of your RWT Exemption Certificate (if applicable);
- iii. the rate at which RWT should be withheld from interest payments made to you; and
- iv. such other tax-related information as we may request.

43. If you do not provide us with a copy of your RWT Exemption Certificate (if appropriate), we (as the Trustee's agent and on the Borrower's behalf) will deduct RWT from interest paid to you in respect of a Loan, at the rate you notified to us under clause [42](#) (or at such higher rate as the law may require). If you do not provide us with your IRD number or your RWT rate (in each case as required under clause [42](#)), you will automatically have RWT deducted at the maximum rate (currently 33%).

44. You agree and acknowledge as follows:

- a. we, the Trustee and the Borrower do not have to reimburse you for any amount that is deducted or withheld, whether under clause [43](#) or under any other legal requirement, from any interest paid for your benefit. References in this agreement to amounts being paid to you are to be read accordingly;
- b. if we, the Trustee or the Borrower become liable to make any payment of tax in respect of any Loan, you will indemnify each of us and them in respect of that liability; and
- c. references on the Platform to interest rates and rates of return are expressed as gross returns, before deduction of any fees and without any withholding or deductions, unless otherwise specified.

Loan Transfers

45. You may not transfer, encumber or otherwise deal with your interest in relation to a Loan other than through the Secondary Market established by us in accordance with the Secondary Market Rules or as we otherwise agree with you in writing. A copy of the Secondary Market Rules can be accessed [here](#).

Fees

46. We are entitled to the following fees and margins:

- a. the Establishment Fee payable by the Borrower (where relevant) and deducted from the initial advance of the Loan to the Borrower;
- b. Default Fees which are payable by the Borrower (where relevant);
- c. Default Interest which is payable by the Borrower (where relevant);
- d. the Security Release Fee which is payable by the Borrower (where relevant);
- e. the Service Margin which is (effectively) paid by Investors as it reduces the interest paid (see clause [47](#) below);
- f. a Dishonour Fee which is payable by the Borrower if a direct debit dishonours (where relevant);
- g. A Progress Payment Fee which is payable by the Borrower (where relevant); and
- h. A Line of Credit Fee which is payable by a borrower (where relevant).

We may also deduct or capitalise broker or other fees (including third party fees) payable in respect of a Loan.

To view the current fees and margins, please visit our website [here](#)

47. We deduct a Service Margin from the outstanding Loan balance from gross interest payments made by the Borrower under the Loan Agreement.
48. There are no fees for using the Secondary Market provided by Squirrel.

Reserve Funds

49. In order to help protect against default by Borrowers, we have established a series of Reserve Funds which are held by the Trustee as bare trustee for Investors in relation to certain Loans made under the Platform.
50. The purpose of a Reserve Fund is to build a trust fund for Investors in Loans covered by that Reserve Fund to help meet missed payments or losses from defaulting Borrowers. Where a Reserve Fund applies, we deduct a pre-determined amount from the interest payments received from Borrowers and use this to help smooth out payments to Investors and share losses around. Subject to sufficient funds being available, the Reserve Fund will be used in the event of non-payment and/or default by a Borrower under a Loan Agreement covered by that Reserve Fund from time to time in accordance with the terms of the Reserve Fund Policy.
51. We may establish additional Reserve Funds as set out in the Reserve Fund Policy, for example, by having Reserve Funds which have different amounts deducted from the interest payments received from Borrowers to differentiate between personal and business lending via the Platform or for Wholesale Investors.
52. If you are investing in Loans covered by a Reserve Fund, you acknowledge that a proportion of each interest payment received (on your behalf) by the Trustee under a Loan Agreement will be paid into the Reserve Fund in accordance with the terms of the Reserve Fund Policy. All default charges payable by Borrowers under the Loan Agreements covered by the Reserve Fund will also be paid into the Reserve Fund.
53. Payment from the Reserve Fund is subject to there being sufficient funds available to that Reserve Fund at the relevant time. Neither we nor the Trustee guarantees that there will be sufficient funds available to the Reserve Fund to meet any overdue Loan repayments or any claims in respect of the Reserve Fund at any time.
54. Where a loan is secured, and the loan defaults, the Reserve Fund will step in to make investor payments until such time as the security is realised.
55. A copy of the Reserve Fund Policy can be accessed [here](#).

Reporting

56. We will provide transaction information to you in accordance with the requirements of the FMCA and the regulations made under it.
57. You agree to receive transaction information and all other reports and information (including disclosure documents) which we may be required to provide to you from time to time either through the Platform or via email.

Returns

58. You agree and acknowledge that a Borrower may repay the outstanding balance of a Loan early,

without penalty, provided the Borrower also pays all interest and fees accrued to the date of prepayment, and that such early prepayment will affect your returns under the Loan.

Liability

59. To the extent permitted by law, neither we nor the Trustee will be liable to you:
- a. for any failure by us or the Trustee to comply with the terms of this agreement if the failure is caused by reasons beyond our or their reasonable control; and
 - b. for any failure of Borrowers to make repayment of all or any amounts under the Loan Agreements.
60. We do not guarantee that the Platform will be available at all times and will not be liable to you in the event that the Platform is not available for you to access from time to time.
61. Nothing within this agreement excludes or restricts any rights you may have under the Consumer Guarantees Act 1993.
62. You agree and acknowledge that neither we nor the Trustee provide any advice regarding the suitability or appropriateness of the Platform for you to provide funding in relation to a Loan.

Contact details

63. If you have a query or have reason to lodge a complaint, please contact us at the following:

Write to: Squirrel Money Limited

PO Box 911254, Victoria Street West
Auckland 1142

Email: money@squirrel.co.nz

Phone: 0800 21 22 30

64. As registered financial service providers, we and the Trustee are each members of an approved dispute resolution scheme. The contact details for the scheme are:

Write to: Financial Services Complaints Limited (FSCL)

PO Box 5967, Lambton Quay
Wellington 6145

Visit: 4th Floor, 101 Lambton Quay
Wellington 6011

Email: info@fscl.org.nz

Phone: 0800 347 257

Web: www.fscl.org.nz

FSCL will not charge a fee to you to investigate or resolve a complaint.