

To invest in the Octagon Investment Funds online through the Octagon website, you first need to pay the money you would like to invest into an electronic wallet provided by us (your **Wallet**). Any money in your Wallet will be held on bare trust for you in a bank account held by our appointed custodian or its nominee until such time as it's invested in the Octagon Investment Funds for you or paid to your bank account.

By signing up to invest in the Octagon Investment Funds online through the Octagon website (and whether or not you actually invest in the Octagon Investment Funds) you:

- agree to these terms and conditions,
- give us permission to collect, use, store and disclose your personal information in accordance with the Octagon Privacy Policy, which is available on the Octagon website at [www.octagonasset.co.nz/privacy/](http://www.octagonasset.co.nz/privacy/),
- authorise us to use our appointed custodian to provide you with your Wallet, and
- authorise our appointed custodian to act on instructions given by us on your behalf (in accordance with your instructions to us via the Octagon portal) as if they were given directly by you and without any need for our appointed custodian to verify those instructions with you.

These terms and conditions form a legal agreement between you and Forsyth Barr Investment Management Limited (**we, us, our**), the manager and issuer of the Octagon Investment Funds. They are also enforceable by and able to be relied on by our appointed custodian in accordance with the Contract and Commercial Law Act 2017. Our appointed custodian is Adminis NZ Limited.

Once the money is in your Wallet, you can instruct us to invest it into your chosen Octagon Investment Funds. To make a payment into your Wallet, you'll need to use the unique code that we give you when you sign up as a reference, and follow any other instructions we give you. Otherwise, we may not be able to tell that you have made the payment, which may lead to delays.

Where you instruct us to sell holdings in the Octagon Investment Funds, the proceeds (net of any applicable fees) will be paid into your Wallet. Once the proceeds are in your Wallet, you can reinvest them into the Octagon Investment Funds or transfer them to a registered New Zealand bank account in your own name. You can add your bank account by following the process set out in the Octagon portal. You cannot pay money out to any other bank account from your Wallet.

You can view your Wallet balance and give us investment and withdrawal instructions by logging into the Octagon portal online. The settlement timeframes specified in the product disclosure statement for the Octagon Investment Funds apply in relation to any investments into those funds using money from, or withdrawals of money from those funds to, the Wallet.

Money held in your wallet is pooled with money held for other investors in the bank account held by our appointed custodian or its nominee, but our records will identify the amount attributable to you.

Money held in your Wallet may attract interest from the bank where it is deposited. You acknowledge and agree that such interest will be retained by us and/or our appointed custodian as remuneration for providing and administering your Wallet, and is not payable to you.

Where you owe us fees or other amounts, you agree that we may deduct these fees from your Wallet (including by taking your Wallet into a negative balance).

We may delay, refuse, block, reverse, return, or require further information about any payment or instruction if we consider it necessary or appropriate to comply with applicable laws or our internal compliance policies.

We may suspend, restrict, or close your Wallet, where we reasonably consider it necessary or appropriate to do so, including in relation to compliance with applicable laws (including where we need you to provide us with further information) or suspected fraud, or you are no longer an investor in the Octagon Investment Funds and your account has become inactive. Closing, suspending, or restricting your Wallet does not affect any investments you hold in the Octagon Investment Funds.

The default duties set out in the Trusts Act 2019 do not apply to the provision of the Wallet to the extent that they are inconsistent with these terms and conditions.

We may change these terms and conditions at any time on written notice to you or, where we reasonably believe that the change is not materially adverse to you, by updating them on the Octagon website. Generally, we will try to give you at least 5 business days' notice of any changes, but this may not always be possible. We may make a change with a shorter or no prior notice where required for legal, regulatory, security, fraud-prevention, or operational reasons.

You agree that the terms and conditions bind you personally and that you may not assign any of your rights or obligations under them. Any such purported assignment will be ineffective. You agree that we may, on 10 business days' written notice to you, assign all or part of our rights and obligations under these terms and conditions to another party as we see fit.

These terms and conditions are governed by the laws of New Zealand and the courts of New Zealand have non-exclusive jurisdiction in relation to any matter arising under or in connection with them.

If you have a complaint in connection with your Wallet, please contact us on 0800 628 246 or by email to [info@octagonasset.co.nz](mailto:info@octagonasset.co.nz). If we cannot resolve your complaint, you may refer it to Financial Services Complaints Ltd (**FSCL**) – A Financial Ombudsman Service. FSCL is our independent external ombudsman and dispute resolution service that has been approved by the Minister of Consumer Affairs under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. FSCL's service is free of charge to you. Full details of how to access the FSCL scheme can be found on FSCL's website [www.fscl.org.nz](http://www.fscl.org.nz).