

**NOTICE UNDER MANAGEMENT SERVICES AGREEMENT NOTICE**

From: AMP Wealth Management New Zealand Limited (AMPWM)

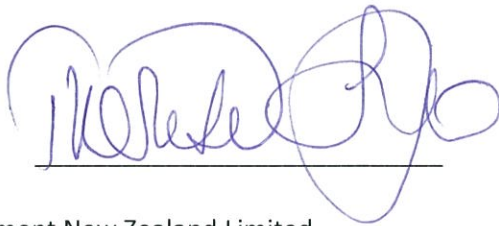
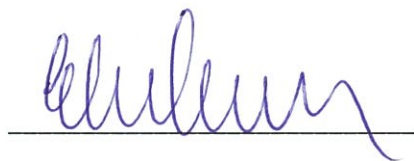
To: AMP Services (NZ) Limited (ASL)

Date: 1 December 2015

**Notice of Amendment to Management Services Agreement**

- 1 Terms defined in the Management Services Agreement between AMP Services (NZ) Limited (ASL) and AMP Wealth Management New Zealand Limited (AMPWM) dated 22 September 2015, (the *Agreement*) have the same meaning where used in this notice.
- 2 This is a Notice given under schedule 1 of the Agreement whereby any other Product can be added to the terms of the Agreement once agreed in writing by ASL and AMPWM. AMPWM gives notice to ASL that it wishes to add the following Product to the Agreement:
  - AMP Personal Unit Trust (PUT) Scheme
  - AMP Personal Superannuation Scheme (PSS)
  - AMP Unit Trust (SIP UT) Scheme
  - AMP Personal Retirement Plan (SIP PRP) Scheme
  - AMP Personal Retirement Plan (SIP PRP) Passive Schemes
  - Effective Date for addition to the Agreement: 1 December 2015.

Yours Faithfully,



For and on behalf of AMP Wealth Management New Zealand Limited



**NOTICE UNDER MANAGEMENT SERVICES AGREEMENT NOTICE**

From: AMP Wealth Management New Zealand Limited (AMPWM)

To: AMP Services (NZ) Limited (ASL)

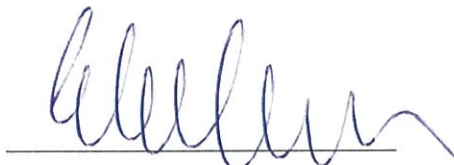
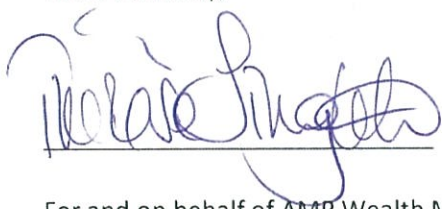
Date: 6 October 2015

**Notice of Amendment to Management Services Agreement**

- 1 Terms defined in the Management Services Agreement between AMP Services (NZ) Limited (ASL) and AMP Wealth Management New Zealand Limited (AMPWM) dated 22 September 2015, (the *Agreement*) have the same meaning where used in this notice.
- 2 This is a Notice given under schedule 1 of the Agreement whereby any other Product can be added to the terms of the Agreement once agreed in writing by ASL and AMPWM. AMPWM gives notice to ASL that it wishes to add the following Product to the Agreement:

- AMP New Zealand Retirement Trust (NZRT) Scheme
- Effective Date for addition to the Agreement: 16 October 2015.

Yours Faithfully,



For and on behalf of AMP Wealth Management New Zealand Limited

# **Management Services Agreement**

**AMP Services (NZ) Limited**

**and**

**AMP Wealth Management New Zealand Limited**

**Date 22 September 2015**

This Management Services Agreement is made on 22 September 2015

between (1) AMP Services (NZ) Limited (ASL)

and (2) AMP Wealth Management New Zealand Limited (AMPWM)

## Introduction

- A. AMPWM is a related company of ASL.
- B. AMPWM carries on business of acting in the capacity of a manager or trustee (as applicable) of various managed investment schemes (including superannuation schemes and unit trusts). AMPWM is responsible for the administration of those schemes.
- C. ASL has entered into an Accession Agreement with AMPWM on 18 December 2012 (**Accession Agreement**) following the merger of the ASL and AWM parent companies to reflect services provided to AMPWM by ASL following the merger.
- D. ASL and AMPWM wish to record more fully the basis upon which those services are provided to enable AMPWM to satisfy its obligations in respect of each Contracted Role.
- E. In consideration of ASL providing the Services, AMPWM has agreed to pay ASL the fees as set out in this Agreement and the Accession Agreement. For clarity, the fees set out in this Agreement are in full satisfaction of any fees payable for the services contemplated by this Agreement and the Accession Agreement.

## It is agreed

### 1. Interpretation

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- 1.1 In this Agreement, the following defined terms have the meanings set out below:

**Additional Fee** means any additional fee payable by AMPWM to ASL as compensation for any Additional Services performed by ASL, as agreed between AMPWM and ASL as being reasonable, taking into account the Additional Services provided;

**Additional Services** means services provided by ASL to AMPWM in relation to the Products which are in addition to the Services, as agreed between the parties from time to time (including, but not limited to, any services required to assist AMPWM's ongoing regulatory compliance in respect of any Product arising out of law changes);

**Agreement** means this agreement, including the background recitals and Schedules;

**Confidential Information** means the databases, computer programmes, screen formats, screen designs, report formats, interactive design techniques, and other related information provided by one party to the other for the purposes of this Agreement and any information about the other party's business (other than that already in public knowledge) which a party receives as a result of entering into this Agreement;

**Contracted Role(s)** means each role undertaken by AMPWM under which AMPWM provides management services in the course of acting as manager or trustee (as applicable) of a Product and in relation to which it requires ASL to provide some or all of the Services or

Additional Services;

**Effective Date** means 1 January 2015;

**Fee** means the annual fee agreed between ASL and AMPWM payable by AMPWM to ASL as consideration for the cost incurred by ASL to provide the Services (other than Services provided by any third party or any Additional Services);

**GST** means goods and services tax payable under the Goods and Services Tax Act 1985 (as amended from time to time);

**GST Group** means a group of companies registered for GST under section 55 of the Goods and Services Tax Act 1985 (as amended from time to time);

**Products** means those products listed in Schedule 1 to this Agreement of which AMPWM is the manager or trustee, together with any other product of which AMPWM becomes the manager or trustee where AMPWM has provided written notice to ASL that AMPWM wishes ASL to provide some or all of the Services or Additional Services in respect of such product(s), and **Product** means any one of them;

**Services** means the services to be provided in relation to the Products which AMPWM may from time to time require for the purposes of its business in relation to any of the Products, including but not limited to some or all of those services (or other similar services) described by business unit in Schedule 2 to this Agreement, as those services may be varied under the terms of this Agreement from time to time; and

**Supervisor** means any third party supervisor of a Product.

## 1.2 Construction

In this Agreement, unless the context otherwise requires:

**costs** incurred by a person include all commissions, charges, losses, expenses (including legal fees on a solicitor and own client basis) and taxes incurred by that person;

**tax(es)** includes any tax, levy, impost, stamp or other duty and any other charge, deduction or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay, or any delay in paying, any of the same);

a reference to a **party, clause** or **schedule** is a reference to a party to, clause of, or schedule to, this Agreement;

the singular includes the plural and vice versa;

a party to this Agreement or another agreement includes its successors and its permitted assignees and transferees;

a reference to a statutory provision includes that statutory provision as it may be amended or re-enacted or as their application is modified by other provisions from time to time; and

headings are to be ignored in construing this Agreement.

## 1.3 Relationship with Existing Agreements

This Agreement is intended to supplement and clarify the terms of the Accession Agreement and the agreement for the provision of services dated 28 March 2012 to which the Accession Agreement relates (together, **Existing Agreement**). Accordingly, in the event of any conflict

or inconsistency between the terms of the Existing Agreement and the terms contained in this Agreement, the terms of this Agreement shall prevail as between ASL and AMPWM to the extent of that conflict or inconsistency. Otherwise, the terms of the Existing Agreement remain in full force and effect.

## **2. Services**

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### **2.1 Commencement**

This Agreement will commence on the Effective Date.

### **2.2 Term**

Until this Agreement has been terminated in accordance with clause 14:

- (a) ASL agrees to provide the Services (and where agreed, the Additional Services) to AMPWM; and
  - (b) AMPWM agrees to pay the Fee (and where agreed, the Additional Fee),
- on the terms and conditions contained in this Agreement.

### **2.3 Delivery of the Services**

ASL agrees that on being requested to do so by AMPWM, it will:

- (a) provide the Services (and where agreed, the Additional Services) to AMPWM; and
- (b) take all steps as are reasonably necessary or desirable to enable AMPWM to satisfy its obligations in respect of each Contracted Role.

## **3. Standard of care**

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In carrying out its obligations under this Agreement, ASL agrees to:

- (a) exercise the skill, care, and diligence that a prudent person engaged in that profession would exercise in the same circumstances (and where ASL would exercise a higher degree of skill, care and diligence in carrying out its own business, that higher degree);
- (b) perform the Services and any Additional Services in accordance with any applicable law and in a professional manner to the standard that would usually be expected of a service provider performing services of the same size, scope and nature as those services;
- (c) ensure that all Services and any Additional Services are performed by personnel with appropriate skills, education, and experience;
- (d) ensure that the Services and any Additional Services are provided to AMPWM's reasonable satisfaction and comply with every reasonable instruction and direction given by AMPWM from time to time; and
- (e) keep AMPWM fully informed of all matters relevant to the performance of ASL's obligations under this Agreement and promptly advise AMPWM of any problems or anticipated problems which may adversely affect the performance or completion of the

Services and any Additional Services.

#### **4. Fees**

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- (a) In consideration for the provision of the Services, AMPWM agrees to pay the required fees plus GST (if any) to ASL.
- (b) ASL must render an invoice to AMP WM for the Fee each month. The invoice must include details of how the fee has been calculated, sufficient to enable AMP WM to verify the accuracy of the invoice. AMP WM must pay each invoice rendered no later than 30 days after receipt of the invoice.
- (c) In addition to the Fee payable under (b) above, where ASL has performed Additional Services, AMPWM agrees to pay an Additional Fee to ASL. Any Additional Fee will become payable promptly upon receipt of a valid tax invoice by AMPWM (and in any case, within 15 business days of such receipt).
- (d) In addition to the Fee payable under (b) above and any Additional Fee payable under (c) above, AMPWM will, upon request, reimburse ASL for any costs and taxes payable to third parties which are incurred by ASL in connection with the delivery of the Services or Additional Services. For the avoidance of doubt, this includes any commissions and other remuneration payable by ASL to third parties, or retained by ASL for whatever reason.
- (e) As at the date of this Agreement, no GST is payable on the Fee or any Additional Fee as ASL and AMPWM are members of the same GST Group. If at any future date ASL and AMPWM are in separate GST Groups, the Fee and Additional Fee may be subject to GST. If GST is payable on the Fee and/or Additional Fee AMPWM will, upon receiving a tax invoice from ASL, pay to ASL an amount equal to the GST payable in accordance with (d) above.

#### **5. Review**

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##### **5.1 Annual review of Fees**

- (a) By 30 November each year, the amount of the Fee for the forthcoming year will be reviewed and agreed between ASL and AMPWM to ensure that the Fee:
  - (i) is reasonable, taking into account the Services provided; and
  - (ii) will continue to represent an accurate estimation of costs incurred by ASL to provide the Services (other than Services provided by any third party or any Additional Services) for the forthcoming year.

In doing so, ASL will review the portion of the Fee charged during the current year against the costs incurred by ASL in providing the Services (other than Services provided by any third party or any Additional Services) during that period.

##### **5.2 Review of Fees during the year for new Products**

If, in accordance with this Agreement, AMPWM has provided written notice to ASL that AMPWM wishes ASL to provide some or all of the Services in respect of a product not named in Schedule 1, the amount of the Fee will be reviewed and agreed between ASL and AMPWM to ensure that the Fee:

- (a) is reasonable, taking into account the Services to be provided in respect of that



product and the other Products; and

- (b) will represent an accurate estimation of costs incurred by ASL to provide those Services (other than Services provided by any third party or any Additional Services) for the forthcoming period until the Fee is reviewed in accordance with clause 5.1.

### 5.3 Performance

Upon request by AMPWM, ASL agrees to provide AMPWM with access to or copies of such reports, records, and information (including by way of access to ASL's premises) as are necessary to ensure that AMPWM can:

- (a) fulfil its obligations to:
  - (i) report to any Supervisor of a Product in accordance with relevant law and the governing document for that Product; or
  - (ii) comply with any other relevant law;
- (b) effectively monitor the performance of ASL in providing the Services; and
- (c) provide information to the Financial Markets Authority or any other relevant regulator for inspection upon request.

## 6. Delegates

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ASL, in carrying out and performing its duties and obligations under this Agreement, may with the agreement of AMPWM:

- (a) appoint any person to be its attorney with those powers, authorities and discretions as it thinks fit including, without limitation, a power to sub-delegate; and
- (b) appoint by writing any person to be the agent or contractor of ASL as it thinks necessary or proper for those purposes and with those powers, authorities and discretions as it thinks fit.

Any such delegation will not relieve ASL its responsibilities or liability under this Agreement.

## 7. AMPWM's cooperation

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AMPWM will take all actions and provide all information to ASL that is reasonably necessary to allow ASL to perform the Services and Additional Services.

## 8. Warranties

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### 8.1 AMPWM's warranties

AMPWM represents and warrants to ASL that:

- (a) it has the power to enter into and perform its obligations under this Agreement; and

- (b) the appointment of ASL under this Agreement is permitted under the governing document for each Product and applicable law.

## **8.2 ASL's warranties**

ASL represents and warrants to AMPWM that during the term of this Agreement:

- (a) it has the power to enter into and perform its obligations under this Agreement;
- (b) it will have the necessary persons, systems and other resources available for it to perform its responsibilities under this Agreement; and
- (c) it will ensure that sufficient, competent, and appropriately qualified persons experienced in the type of services it is required to provide under this Agreement are responsible at all times for the performance of such services.

## **9. Liability and indemnity**

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### **9.1 ASL's liability and indemnity generally**

Other than as set out in clause 9.2, ASL will not be responsible to AMPWM, the Products or any investor in a Product for any loss or liability arising out or in connection with ASL, its directors, employees, or agents acting under this Agreement except to the extent that any loss or liability is caused by the negligence, default, fraud, dishonesty, or breach of this Agreement by ASL, its directors, employees, or agents.

### **9.2 ASL's liability and indemnity for negligence etc**

ASL will indemnify AMPWM against any losses or liabilities from any costs, charges and expenses directly incurred in connection with any negligence, default, fraud or dishonesty of ASL, its directors, employees, or agents.

## **10. Confidential Information**

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- (a) ASL agrees to use any Confidential Information supplied by AMPWM under this Agreement solely for the purposes of carrying out the Services (and where agreed Additional Services).
- (b) ASL agrees to use all reasonable endeavours to honour reasonable written requests made by AMPWM to protect the rights of AMPWM in any Confidential Information.
- (c) Neither ASL nor AMPWM will divulge any information concerning the affairs of the other or of a Product to any person unless:
  - i authorised in writing by the other;
  - ii if required to disclose by law; or
  - iii where the disclosure forms part of the usual business dealings of AMPWM, ASL or the Product.
- (d) Each of AMPWM and the ASL will use their reasonable endeavours to ensure that each of their respective employees and agents comply with protection of Confidential Information.

- (e) AMPWM agrees that the ASL shall hold and use any personal information (as that term is defined in the Privacy Act 1993) relating to the investors in the Products:
  - i as AMPWM's agent and in accordance with AMPWM's written instructions; and
  - ii solely for the purposes of providing the Services (and where agreed Additional Services).

## **11. Intellectual Property**

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- (a) All intellectual property that exists on the Effective Date shall remain the property of its current owner.
- (b) To the extent that ASL develops any intellectual property during the course of providing the Services to AMPWM:
  - i ASL agrees that AMPWM will own that new intellectual property immediately upon its creation; and
  - ii AMPWM grants to ASL a non-exclusive, royalty free licence to use such new Intellectual Property during the term of this Agreement solely for the purposes of, and to the extent necessary to, provide the Services.

## **12. Dispute resolution**

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- (a) The parties undertake to use all reasonable efforts in good faith to resolve any dispute which arises between them in connection with this Agreement. A party will as soon as reasonably practicable give the other a notice of any such dispute. Any dispute will be referred initially to the duly authorised representatives of the parties, who will endeavour to resolve the dispute within 15 business days of the giving of the notice to them.
- (b) If the matter in dispute is not resolved within 15 business days of the notice referred to in clause 12(a) either party may take such legal proceedings as it determines.

## **13. Force majeure**

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- (a) No party shall be liable for any failure or delay in complying with any obligation imposed on such party under this Agreement if:
  - i the failure or delay arises directly from a cause reasonably beyond that party's control and not due to the fault or insolvency, or an intentional act or omission, of that party;
  - ii that party, on becoming aware of the cause, promptly notifies the other party in writing of the nature and expected duration of, and the obligation affected by the cause;
  - iii that party uses its reasonable endeavours to:
    - A mitigate the effects of the cause on that party's obligations under this Agreement; and

- B perform that party's obligations under this Agreement on time despite the cause,

but nothing in this clause shall excuse a party from any obligation to make a payment when due under this Agreement.

## 14. Termination and survival

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- (a) Either party may terminate this Agreement:
  - i at any time by three months' notice in writing to the other party;
  - ii with immediate effect:
    - A upon the other party committing any breach of this Agreement which is incapable of being rectified;
    - B upon the other party (**Breaching Party**) committing any breach of this Agreement which is not rectified within 30 days of written notice of the breach having been given by the affected party to the Breaching Party;
    - C upon the other party becoming insolvent; or
    - D upon a receiver or manager of any asset of the other party being appointed, or an order made or resolution passed for the liquidation of the other party.
- (b) The provisions of clauses 3, 4, 8, and 9 of this Agreement and any other provisions of this Agreement which expressly or by their nature survive termination of this Agreement are continuing obligations and shall survive in full force and effect following termination of this Agreement.
- (c) Upon termination of this Agreement the ASL will provide any records relating to the Products or this Agreement to AMPWM, or any other person nominated by AMPWM, upon demand.

## 15. Notices

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- (a) All notices must be served in writing. Except as otherwise provided in this Agreement any notice given pursuant to this Agreement will be deemed to be validly given if personally delivered, posted, or sent by facsimile transmission or email to the address of the party to be notified set forth below, or to such other address as the party to be notified may designate by written notice given to the other party.

AMPWM's address is:

Level 21, AMP Centre  
29 Customs Street West  
Auckland, 1140  
New Zealand

ASL's address is:

Level 21, AMP Centre  
29 Customs Street West  
Auckland, 1140  
New Zealand

- (b) Any notice given pursuant to this Agreement will be deemed to be served:
- i in the case of posting by ordinary mail, on the third business day following the date of posting to the address for service notified in writing by the party;
  - ii in the case of facsimile, once sent to the facsimile number notified in writing by the party on receipt by the transmitting party of a transmission report showing successful transmission of all pages contained in the facsimile;
  - iii in the case of email, when acknowledged by the party by return email or otherwise in writing (but automatically generated acknowledgements or read receipts shall not constitute an acknowledgement); and
  - iv in the case of personal delivery, when received by the party,
- provided that any notice personally delivered or sent by facsimile (or in the case of an email received by the recipient or the recipient's solicitor) either after 5 pm on a business day or on any day that is not a business day will be deemed to have been received on the next business day.

## **16. Miscellaneous**

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### **16.1 Entire agreement**

To the maximum extent permitted by law, this Agreement and the Existing Agreement (to the extent provided in clause 1.3) contain the entire agreement between the parties with respect to its subject matter, and sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

### **16.2 Further assurances**

Each party must do everything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

### **16.3 Good faith**

The parties shall act in good faith towards each other in respect of all dealings or matters under or in connection with this Agreement.

### **16.4 Amendments**

No amendment to this Agreement is effective unless it is in writing signed by all the parties.

### **16.5 Partial Invalidity**

The illegality, invalidity or unenforceability of a provision of this Agreement under any law

does not affect:

- (a) the legality, validity or enforceability of that provision under another law; or
- (b) the legality, validity or enforceability of another provision.

#### **16.6 Counterparts**

This Agreement may be signed in any number of counterparts all of which, when taken together, are to constitute one and the same instrument. A party may enter into this Agreement by executing any counterpart.

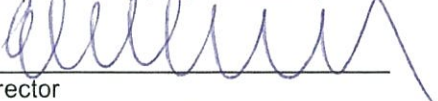
#### **16.7 Governing law**

This Agreement is governed by the laws of New Zealand.

## Execution

Executed as an agreement.

AMP Services (NZ) Limited by



Director

Elaine Campbell

Print Name

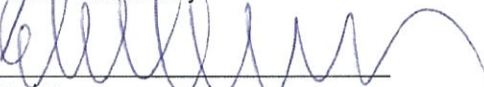


Director

Therese Singleton

Print Name

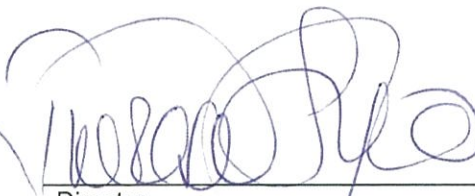
AMP Wealth Management New  
Zealand Limited by



Director

Elaine Campbell

Print Name



Director

Therese Singleton

Print Name

## **Schedule 1**

### **Products**

- The range of unit trusts known as Client Unit Trust.
- The Superannuation Master Trust (including the AMP Business Superannuation and AMP Retail Superannuation administrative divisions).
- The Active Growth Fund, Balanced Fund, International Bond Trust, and the International Equity Trust, which are a range of unit trusts collectively known as the Personal Managed Funds.
- Future Lifestyle Plan.
- AMP KiwiSaver Scheme
- Any other products agreed in writing by ASL and AMPWM



## Schedule 2

### Services by Business Unit

#### Interpretation

In this Schedule 2, unless the context otherwise requires, the following defined terms have the meanings set out below:

**Annual Report** means any annual report required to be produced for a Product;

**Disclosure Documents** means any investment statement or prospectus (within the meaning of the Securities Act 1978), PDS or register entry (within the meaning of the Financial Markets Conduct Act 2013), or other offer or disclosure documents required for a Product from time to time, and where agreed between the parties, any marketing collateral or application forms for a Product;

**Financial Statements** means the financial statements required to be prepared, audited, and registered for each Product;

**PIE** means a portfolio investment entity within the meaning of the Income Tax Act 2007;

**Quarterly Compliance Certificates** means the quarterly compliance certificates required to be provided by AMPWM to any third party Supervisor or regulator (including the Financial Markets Authority), from time to time;

**Tax Returns** means any income or PIE tax returns required to be completed and filed for a Product; and

Any reference to producing and / or finalising a document is a reference to producing and / or finalising that document in accordance with relevant law.

#### Product Management

##### Services required:

- development of customer engagement materials
- market intelligence and product development
- product maintenance
- development of customer disclosure material
- development of the risk management framework and compliance activities relating to the schemes
- liaison with trustees and regulatory bodies of the above schemes and other key stakeholders
- facilitate the resolution of customer inquiries and complaints
- Maintenance of website disclosures for customers
- Co-ordinating all aspects of internal services to product
- Ensuring appropriate governance is applied to decision making around product

#### Taxation

##### Services required:

- to produce and finalise taxation-related text in Disclosure Documents and Financial Statements
- to produce and finalise Tax Returns (including required calculations)
- to undertake PIE tax allocations and calculations including reconciliation of components between accounting and registry platforms, and calculation at the investor level
- to manage provisional tax obligations
- to produce and finalise tax reports for investors
- to deal with IRD reviews and queries
- to provide taxation advice in relation to regulatory compliance, including considering the

implications of any changes to relevant laws and assisting AMPWM to comply with those changes

- to deal with any tax matters arising in respect of a Product from time to time

## **Investment Accounting**

### **Services required:**

- prepare, maintain and reconcile accounting records for the Products
- produce and finalise audited Financial Statements
- prepare month end reporting on each Product's trust fund
- record and value all investments
- process all taxation payments and receipts from the IRD
- calculate and review all unit prices and all PIE components in accordance with the requirements of the relevant governing document
- calculate each Product's expenses
- calculate monthly performance returns for each Product

## **Product Compliance**

### **Services required:**

- to produce and finalise SIPOs
- to produce and finalise governing documents
- to produce and finalise quarterly and annual fund updates
- to produce and finalise Disclosure Documents
- to aid the production and finalisation of Annual Reports
- any other documents and/or reports required by law, Supervisor and regulators

## **Legal**

### **Services required:**

- to produce and finalise Disclosure Documents
- to produce and finalise Annual Reports
- ad hoc advice on queries in relation to a Product as they arise, including in relation to obligations arising under the relevant governing document, relevant legal requirements, and customer complaints
- advice in relation to regulatory compliance, including considering the implications of any changes to relevant laws and advising and assisting the Manager to comply with those changes
- any other legal advice reasonably required by the Manager

## **IT Support**

### **Services required:**

- to maintain the investor registries for all Products in accordance with the relevant governing document for the Product
- to maintain the unit pricing registries
- to maintain the accounting systems
- to maintain the tax administration systems

## **Customer Services**

### **Services required:**

- accepting or rejecting applications to invest in a Product in accordance with AMPWM's instructions (including any parameters set by AMPWM for this purpose from time to time)
- dealing with all investors of a Product in accordance with the relevant governing document and all applicable law, including responding to all enquiries and requests from time to time received from investors
- administering and effecting contribution, withdrawal, and switching requests in accordance with the governing document
- effecting the payment of costs, fees, and charges in respect of investors' investments in each Product in accordance with the relevant governing document.
- keeping a register of investors which contains full and accurate records in accordance with each Product's governing document, including without limitation in respect of contributions and withdrawals made by investors in the Product, investor entry and withdrawal dates, and all other matters required to be recorded under the terms of the governing document and applicable law
- processing all investor transactions (being applications, withdrawals, transfers and switches) in accordance with the requirements of the relevant governing document and produce the appropriate transaction advices in an agreed format .

## **Distribution**

### **Services required:**

- to promote, support and sell the products, including working with third parties to do so
- the payment of commissions and similar remuneration to parties who promote, support and sell the products

## **Marketing**

### **Services required:**

- to produce marketing and campaign materials to support the sale of the products

