

CREDIT CONTRACT and DISCLOSURE STATEMENT

ClientAddress

| | |
|-----------------------------|---------------|
| Loan Number | LoanId |
| Effective date of Statement | LoanStartDate |

| | |
|------------------|-----------------|
| Account Name | LoanName |
| Loan Description | LoanDescription |

IMPORTANT INFORMATION

Guarantor

The creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This document sets out the key information about your consumer credit contract. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this credit contract and disclosure statement in a safe place.

The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below and your consumer credit contract for full details of your right to cancel. **Note that strict time limits apply.**

FULL NAME AND ADDRESS OF CREDITOR. This is the person or company providing you the credit.

You may send notices to the creditor by:

- Writing to the creditor at its postal address; or
- Sending a fax to the number specified (if any); or
- Sending an email to the address specified (if any).

Name: <Dealer/Broker Logo>



Postal Address: 46 Jones Road, Auckland
 Phone: (0800) 9999999
 Web: www.<Dealer/Broker>.co.nz
 Email: bob@<Dealer/Broker>.co.nz

PO Box 11 512, Ellerslie, Auckland 1542
 0800 929 929
 www.fhlnz.org.nz
 inquiry@fhl.org.nz

FULL NAME AND ADDRESS OF DEBTORS. This is the person responsible for making payments to the creditor.

JointNames

ELECTRONIC COMMUNICATION

I/We agree that we may receive electronic communication (including email and SMS/text message) for the purpose of making disclosure to me pursuant to the Credit Contracts and Consumer Finance Act 2003, providing me with notices and/or changes to Terms and Conditions and/or any other reason such as marketing of services and products.

My/Our preferred email address for communications is: _____ @ _____

My/Our preferred mobile number for receiving SMS/text message notifications (02_) _____

Please notify us in writing if you do not wish to receive any promotional material about services and products offered. If no such request is received from you we will take it that you have accepted and agreed to us using your personal information for these purposes.

CREDIT DETAILS

Initial unpaid balance. This is the amount you owe at the date of this statement (including any fees charged by the creditor).

OpeningBalance made up of: _____ OpeningTransactions

Subsequent advance(s): There are no subsequent advances.

Total advances: This is the total amount of all advances made or to be made to you.
 TotalAdvances

PAYMENTS.

You are required to make each payment in the amount specified and at the time specified.

Payments

Total amount of payments (These figures include admin fees (if any))
 BalancePayable

Method of Payment

PaymentMethod

INTEREST

Annual interest rate:

InterestRateAnnual

InterestRatePeriod

Total interest charges: This is the total amount of the interest charges payable under the contract.
 TotalInterest

Method of charging interest

InterestMethod

Interest free period

InterestFreePeriod

ACKNOWLEDGEMENT

All Borrowers(s)

- acknowledges receipt of a copy of the Disclosure Statement and Credit Contract and Terms and Conditions applicable to this contract.
- have received a copy of the Terms and Conditions booklet accompanying this document, a copy which can be found on our website at www.fhlnz.co.nz
- confirms he/she has read and understood the documents described in (a), and (b) above.

DEBTOR'S SIGNATURE

DebtorSignature

IN CONSIDERATION of the Vendor agreeing at my request to enter into this agreement, I, the above signed, hereby guarantee to the Vendor and its successors and assigns payment of all moneys payable by the Purchaser above and the due and proper performance of all the obligations on the part of the Purchaser herein contained or implied. It is hereby declared that this guarantee shall not be affected by reason of any time or other indulgence granted by the Purchaser and that this is a continuing guarantee until actual payment and fulfillment by the Purchaser of his, her or their obligations under this agreement. I also acknowledge that I have been handed a copy of this agreement.

CREDITOR'S SIGNATURE

Signed on behalf of Creditor

Signature

Witness Signature

Name

Witness Name

Title

Witness Address

ASSIGNMENT

By executing this agreement the Vendor hereby confirms and advises to the Purchaser that the Vendor has transferred all of the Vendor's right, title and interest in this agreement to Financial Holdings Ltd of 17 Kalmia Street, Ellerslie, Auckland. The Vendor irrevocably direct the Purchaser to account direct to Financial Holdings Ltd for all moneys payable by the Purchaser under this agreement."

GUARANTEE

Each Guarantor (if any) guarantees, as principal debtor, the performance of the Customer's obligations under this Agreement on the terms set out in the Terms and Conditions

POWER OF ATTORNEY

17 KALMIA STREET PO BOX 11512 ELLERSLIE , AUCKLAND 1004.

+64 9 579 8374 OR 0800 929 929. +64 9 525 7295. www.fhlnz.co.nz inquiry@fhl.org.nz

Each Customer and each Guarantor (if any) irrevocably appoints the Creditor, and every officer, manager and attorney of the Creditor, separately, for valuable consideration to be the attorney of the Customer and each Guarantor, on the terms, but only to the extent set out in the Terms and Conditions

GOODS AND SERVICES TAX ADVICE

- I advise the Vendor that any sale or disposal of the goods by the Vendor as a consequence of my cancellation of or defaulting under this agreement shall not constitute a taxable supply of those goods (as defined in the Goods and Services Tax Act 1985) for the reason that I am not nor will be a registered person under that Act and I will not use the goods in the course of or furtherance of a taxable activity. Should I register as a supplier under the Goods and Services Tax Act 1985 then I shall advise the Vendor
- I am registered for GST under Number _____/_____/_____

CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract. Your credit contract may allow the creditor to vary this/these fee(s) and charge(s).

Fees

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading. For a full list of applicable fees please refer to www.fhlnz.co.nz for our Schedule of Standard Fees and Charges. Please note that these amounts may change from time to time.

CONTINUING DISCLOSURE

The creditor may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided StatementCycle.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security interest

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property.** The extent to which your obligations are secured to the property noted below is the unpaid balance of your account.

If you give a person other than the Creditor a security over the property, you may be in breach of this contract and the Creditor may exercise its rights under this contract including demanding payment of all monies outstanding under the contract and repossessing the property.

If the Creditor's rights under the security were to be exercised, the Debtor would be liable to the Creditor for the difference (if applicable) between the amount required to settle the contract and the net proceeds of the sale as at the date of sale.

Security

Default interest charges and default fees

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

Default interest is charged from the time you fail to make a due payment until the arrears are paid.

DefaultInterest

Default fees:

DefaultFees:

Additional fees will be added for amounts payable to third parties should this account be referred for repossession or debt collection. These amounts will be charged at commercial rates.

Indicative repossession fees are in the range \$90-\$150 + GST, and are payable whether or not the goods are recovered.

Should it be necessary to appoint a field agent to make a personal visit there will be a charge ranging from \$50-\$90 + GST.

Should the account be referred to a debt collection agency there will be a fee charged by that agency of 15% -25% + GST of the outstanding balance.

Should it be necessary to resort to legal action to recover the debt, in addition to the debt collection agency fee there will be an additional \$175 charge to cover preparing the legal documents, and document service, as well as applicable district court filing fees.

Please refer to Baycorp at <https://services.nz.baycorpadvantage.com> for a full list of possible debt collection fees and charges.

FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to compensate the creditor for any loss resulting from the full prepayment. The creditor may have suffered a loss if the creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the creditor's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the creditor for the loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004

Administrative costs/ fees: FullPrepaymentFees, will be charged for staff time, overheads and loss in accordance with sections 43(2), 51(1)(c) and s54 of the CCCFA 2003

RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the creditor.

Time limits for cancellation

You must give notice that you intend to cancel the contract within 5 working days of the statement date on the front of this document if it is handed to you, 7 working days of the statement date on the front of this document if it is emailed to you, or 9 working days if it is posted to you. Saturdays, Sundays, and national public holidays are not counted as working days.

How to cancel

To cancel, you must give the creditor written notice that you intend to cancel the contract by-

- giving notice to the creditor or an employee or agent of the creditor; or posting the notice to the creditor or an agent of the creditor; or
- emailing the notice to the creditor's email address (if specified on the front of this disclosure statement); or
- sending the notice to the creditor's fax number [if specified on the front of this disclosure statement).

*You must also-

- return to the creditor any advance and any other property received by you under the contract (but you cannot do this if you have taken possession of any goods or if you have bought any property at an auction or if the contract is for the sale of services that have been performed); or
- pay the cash price of the property or services within 15 working days of the day you give notice.

You must also return to the creditor any advance and any other property received by you under the contract.

What you may have to pay if you cancel

If you cancel the credit contract, the creditor can charge you -

- the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc)
- interest for the period from the day you received the property or services until the day you either pay the cash price for the property or services or return the property to the creditor
[*Delete if the credit contract does not involve a credit safe.] or
- interest for the period from the day you received the advance until the day you repay the advance.
- the costs of repairing any property you return if the property was damaged while it was in your possession.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the creditor for a hardship variation.

To apply for a hardship variation, you need to:

- make an application in writing; and
- explain your reason(s) for the application; and
- request one of the following:
 - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
 - a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
 - both of the above; and
- give the application to the creditor.

Do this as soon as possible. If you leave it for too long, the creditor may not have to consider your application.

★ Initial(s) _____

DISPUTE RESOLUTION

Name of dispute resolution scheme: Insurance & Savings Ombudsman Scheme ('ISO')
It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the creditor.
Contact details of dispute resolution scheme:
Phone: 0800 888 202
Website: www.iombudsman.org.nz
Business Address: Level 7, 99-105 Customhouse Quay, Wellington 6011

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Credit Registration Name: FINANCIAL HOLDINGS LIMITED
Registration Number: FSP26106

★ Initial(s) _____