

ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR(S) AND BORROWER

(If there is no guarantor, it applies only to the borrower)

- 1) **The information provided is true and will be placed on your file.** You declare that any information provided to Direct Cash Orders Limited trading as DCO FINANCE (herein referred to as DCO FINANCE, the lender, the creditor) is true and correct to the best of your knowledge and understand this loan agreement has been approved on this basis. You acknowledge that any documentation completed, or information supplied remains the property of DCO FINANCE and will be held on file for a minimum of seven years.
- 2) **Your information may be provided to or requested from third parties.** You irrevocably authorise any person or Company including (but not limited to) Work and Income New Zealand, IRD, Housing New Zealand, any trading bank operating within New Zealand, employer, any finance companies, current or previous Landlords, financial mentors or any credit reporting agencies to provide DCO FINANCE with such information as may be required for credit application and/or credit control purposes. You are also aware that any of the above-named entities may be legally entitled to gain information that you have provided to DCO FINANCE. You understand that if any future applications are unsuccessful with DCO FINANCE, your details will be passed where possible to LEAD MARKETS, MONEYTALKS or other similar platforms to try to find another entity that can assist you.
- 3) **Credit Agencies are used for enquiry and information upload purposes:**
 - a) You understand that DCO FINANCE is asking you for personal information about you, to use CENTRIX's credit reporting or any other NZ credit reporting agency (herein referred to the agencies) to credit check you. You understand that:
 - i. The agencies will give DCO FINANCE information about you for that purpose and DCO FINANCE will give your personal information to the agencies, and that the agencies will hold that information on their systems and use it to provide their credit reporting service.
 - ii. When the agencies other customers use the agencies credit reporting service, the agencies may give the information to those customers.
 - iii. DCO FINANCE may use the agencies credit reporting services in the future for purposes related to the provision of credit to you. This may include using the agencies monitoring services to receive updates if any of the information held about you changes.
 - iv. If you default in your payment obligations to DCO FINANCE, information about that default may be given to the agencies, and the agencies may give information about your default to other agency customers.
 - b) In respect of DCO FINANCE providing a credit facility and undertaking periodic reviews or for the requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009, you authorise DCO FINANCE to make credit references and other enquiries within DCO FINANCE's normal procedures. For this purpose, DCO FINANCE may seek from any such source information concerning you.
 - c) You also authorise the collection and disclosure of all information relevant to your accounts including repayment history information from/to any credit reporting agency. Credit reporting agencies may use information disclosed by DCO FINANCE to update their credit reporting database and disclose any information that they hold about you to their own customers as permitted under the Credit Reporting Privacy Code. In addition, DCO FINANCE may use any service provided by our credit reporting agencies to receive updates of the information it holds about you.
 - d) If you are in default under any credit facility from DCO FINANCE, DCO FINANCE is authorised to disclose all relevant information about you, to and for the use by, credit reporting agencies, debt collection agencies and law firms.
- 4) **You agree to receive promotional / informative material from us.** In accordance with the Unsolicited Electronic Messages Act 2007 you agree to receive promotional and/or informative material in the form of letters, email or via e-txt (SMS).
- 5) **You agree to electronic disclosure.** You agree for disclosure documents or other ongoing communications (where possible) to be sent to you via email to the email address listed on your file.
- 6) **By signing the loan agreement, you understand you will become liable for repayment of the loan in full.** You acknowledge that the borrower and guarantor are both liable to repay the money secured and to carry out the obligations in this deed. This means the lender may claim the money secured including the total amount payable from one of you or all of you. **If you are a guarantor, you are particularly asked to note this as you will become liable in the same way.**
- 7) **You are encouraged to seek independent advice before entering into this loan agreement.** You have been advised to obtain independent legal advice as to your obligations and DCO FINANCE'S rights contained herein. You have been asked to take the time to obtain advice. **If you are a guarantor, you are particularly asked to note this advice.**
- 8) **You are aware this loan agreement is secured which could result in this security being repossessed if you fail to meet your obligations.** You understand that your motor vehicle and/or household chattels are being provided as security and if you do not pay, that your motor vehicle or household chattels may be seized and sold to pay the debt. **If you are a guarantor, you are also particularly asked to note this.** A security interest may be registered on the personal property security register upon execution of this loan agreement which will be discharged upon full completion.
- 9) **You are aware there are major terms and conditions governing all loan agreements with DCO FINANCE.** A copy of these has been provided to you separately. You acknowledge and are aware that you will be asked to grant a very wide power of attorney in favour of DCO FINANCE which DCO FINANCE may use to protect its position whether in the event of any default or otherwise and that DCO FINANCE may use that power to grant further security interests over personal property. **If you are a guarantor, you are also particularly asked to note this.**

BUDGET ASSESSMENT

As a responsible lender, DCO FINANCE has approved this credit contract with consideration to the following financial information declared

[Budget snapshot]

Budget Declarations made:

- You have declared that any income received from or any expenses paid by third parties such as boarders, partners or family members is expected to be ongoing for the foreseeable future.
- You have declared that it is not anticipated that the overall income received, or expenses paid will change in the foreseeable future.
- You have also declared that you have not sought budget, financial mentor advice or a Kiwisaver hardship application within the last 6 months.

[Branch.LegalAndTradingNameAndAddress]
[Branch.PhoneNumber]

**CREDIT CONTRACT
and
DISCLOSURE STATEMENT**

[Client.NameAndAddress]

[Account.Dm]	[Account.AccountId]
Effective date of Statement	[Account.DateOpened]

Account Name:	[Account.Name]
Account Type:	[Account.AccountType]

IMPORTANT INFORMATION

This notice is sent to you as [AccountClient. RoleDescription] of [Account.BorrowerNames].

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 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; or • Sending an email to the address specified.	Name:	[Branch.Name]
	Physical Address:	[Branch.PhysicalAddress]
	Postal Address:	[Branch.PostalAddress]
	Fax:	[Branch.Facsimile]
	Email:	[Branch.Email]

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

[Account.ClientBlockWithGuarantors]

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)

SubsequentAdvances

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 on the date specified.

[PaymentDetails]

Total amount of Payments

[TotalPayments]

Additional scheduled payment(s):

[PaymentSchedule]

Method of Payment

[PaymentMethod]

INTEREST

[InterestDetails]

Total Interest charges

This is the total amount of the interest charges payable under the contact.
[TotalInterest]

Method of charging Interest

[InterestMethod] If you pay more than the regular payment amount this account will receive less interest. If you pay less than the regular payment amount (or miss payments) this account will receive more interest than what is estimated on this disclosure document along with default fees on any arrears as outlined below in the section headed **WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS.**

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. Refer also to section headed WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS.

Your credit contract may allow the Creditor to vary this/these fee(s) and charge(s).

These fees and charges may be varied with a minimum of TWO MONTHS written notice from the creditor.

[CreditFees]

Direct Debit Set-up /Amendment Fee; \$10 each time a direct debit authority is established or amended.

Additional Statement Fee; \$2.50 (Email/Print) or \$15 (Posted).

Refund processing fee; \$50 each time a refund of partial prepayment is agreed.

Should the services of an external Company be used, the fee charged will be per their schedule of fees.

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

CONTINUING DISCLOSURE

The Creditor may be required to provide you with regular statements. The statements will give you information about your account. These statements will be emailed to you or posted if you do not have an email address recorded on your file. Additional statements requested may incur a fee.

Statement frequency: [StatementCycle]

WHAT COULD HAPPENED IF YOU FAIL TO MEET YOUR COMMITMENTS

Security Interest(s)

DCO FINANCE 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.

Description of security interest(s):

[Account.Security]

IF A SECURITY VALUATION IS REQUIRED AND HAS NOT BEEN DONE BEFORE THIS AGREEMENT - Property which will be subject to a security interest is/are the items listed during a POST-SECURITY VALUATION 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. Should the sale of these items not cover the unpaid balance of this account, you will be liable for this. The extent to which your obligations are secured to the property noted below is the unpaid balance of your account.

Default fees

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.

These fees may be varied with a minimum of TWO MONTHS written notice from the creditor

\$ 10.00	Default Administration Fee. This fee is charged each month the account is in default to cover the increase in administration including phone calls and TXTs.
\$ 2.50	SMS or Email default notification
\$ 25.00	Formal Demand / Warrant Issue
\$ 15.00	Posted Reminder Notice

Should the services of an external Company or third party be used, the fee charged will be as invoiced to DCO FINANCE.

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: [AccountType.EarlySettlementFee]

PARTIAL PREPAYMENT

Additional payments may be made at any time over and above the scheduled amount listed under the payments section above. As a responsible lender we encourage you to do this if possible as it will ultimately reduce the amount of interest and fees charged and reduce the time taken to pay the account off. DCO FINANCE is not obligated to provide a refund of any partial prepayments received while a balance is outstanding.

Should DCO agree to refund partial prepayments, a processing fee of \$50 will be charged to the account.

RIGHT TO CANCEL

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

Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 9 working days after they were posted.

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, within the same time, 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 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.).

If you cancel the contract, the Creditor can also charge you interest for the period from the day you received the advance until the day you repay the advance.

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.

DISPUTE RESOLUTION

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:

Name: [Entity.DisputeResolutionName]
Phone: [Entity.DisputeResolutionPhone]
Email: [Entity.DisputeResolutionEmail]
Website: [Entity.DisputeResolutionWebsite]
Business Address: [Entity.DisputeResolutionAddress]

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Financial Service Provider Register details:

Credit Registration Name: [Entity.LicenceName]
Registration Number: [Entity.LicenceNumber]

MONETARY DECLARATION

This declaration sets out how funds will be transferred to you, how any subsequent withdrawals can be arranged and what you have requested to be recorded as a payment arrangement for this loan agreement.

Loan Agreement number [Account.AccountId].

Nominated bank account

This is the nominated bank account for the initial loan payment direct transfer, all ongoing withdrawals and which payments to be made from:

BankAccountName	BankAccountNum
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Once the initial loan payment transfer or withdrawal has been made by DCO FINANCE, the funds are not able to be recalled.

Payments (if any) to other parties (Loan Payment – Other Party) will be direct transferred to their respective bank accounts.

Initial loan payment transfer:

Once the documents have been signed and finalised, the loan payment amount will be electronically transferred to the above bank account. If your bank account is held with one of the major trading banks, (ANZ, ASB, BNZ, Kiwibank, Westpac) this will be available within four hours under normal circumstances. **If your bank account is held with a different bank or a credit union or a co-operative, you may not be able to draw on these funds until the next day.**

Payment arrangement set:

In order to ensure the minimum monthly payment commitment is met, you have requested the following payment arrangement for this loan agreement:

Amount:	<input type="text"/>	Via:
Starting On:	<input type="text"/>	
Frequency:	<input type="text"/>	

Conditions relating to the direct debit authority / payment arrangements:

- Charges relating to a direct debit authority being loaded and ongoing amendment fees will apply as outlined in the disclosure document.
- Any amendments to a direct debit authority will need to be requested in writing with a minimum of 24 hours' notice prior to the proposed amendment and will incur a \$10 amendment fee.
- Should a scheduled payment fall on a public holiday or weekend, the scheduled payment will be direct debited from your bank account on the next working day.
- It is your responsibility to ensure the required funds are available in the bank account for each scheduled payment and that should a payment dishonor (for whatever reason), you may be charged a payment reversal fee along with being issued a charged default or reminder notice.
- If DCO FINANCE obtains evidence of suspected financial hardship, the amount being direct debited each installment may be reduced or suspended temporarily while contact is being sought to investigate whether a hardship restructure is appropriate.
- Correspondence notice of adjustments due to public holidays, requested alterations will be done via SMS to the nominated mobile number held on file.

DIRECT DEBIT AUTHORITY

DIRECT CASH ORDERS LIMITED

Authority to accept Direct Debits

BANK INSTRUCTIONS

NAME: (of Bank Account) BankAccountName	AUTHORITY TO ACCEPT DIRECT DEBITS (Not to operate as an assignment or agreement)
BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE: BankAccountNumber	AUTHORISATION CODE 0108186
TO THE BANK MANAGER BankBranchName	

I / We authorise you until further notice, to debit my/our account with all amounts which DIRECT CASH ORDERS LIMITED (hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I / We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

INFORMATION TO APPEAR ON MY / OUR BANK STATEMENT:

PAYER PARTICULARS DCO FINANCE	PAYER CODE [Account.AccountId]	PAYER REFERENCE
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YOUR SIGNATURE(S) [Account.ESignatureBlock]	DATE: [Account.DateOpened]
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Approved 0818 <hr/> # 01 # 2004	For Bank Use Only Original - Retain at Branch Date Received: _____	Recorded By: _____	Checked By: _____	Bank Stamp
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CONDITIONS OF THIS AUTHORITY

1. The Initiator (a) Has agreed to send notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated.
 - (i) in writing; or
 - (ii) by electronic mail (including SMS, TXT) where the Customer has provided prior written consent to the Initiator. The notice will include the following message – "The amount of \$..... was direct debited to your bank account on (initiating date)".
 (b) May, upon the relationship which gave rise to this authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority,

(c) May, upon receiving an "authority transfer form" (dated after the day of this authority) signed by me/us and addressed to a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that transfer form and this Authority for the account in the authority transfer form. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
2. The Customer May:- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator. (b) Stop payment of any direct debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank. (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator's Bank PROVIDED such request is made not more than 120 days from the date the Direct Debit was debited to my/our account.
3. The Customer acknowledges that:- (a) This authority will remain in full force and effect in respect of all direct debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or any other revocation of this authority until actual notice of such event is received by the Bank. (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account. (c) Any disputes to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the direct debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator. (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of: - the accuracy of information about Direct Debits on Bank Statements. - any variations between notices given by the Initiator and the amounts of Direct Debits (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
4. The Bank may:- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank. (b) At any time terminate this Authority as to future payments by notice in writing to me/us. (c) Charge its current fees for this service in force from time-to-time. (d) Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debits.

QUICK SUMMARY - Declaration of Understanding

Following is a summary of some of the things discussed within the consumer credit contract. It is by no means an exhaustive list so independent advice is recommended if you do not understand anything contained within this disclosure document.

- I understand all the initial declarations relating to the obligations, terms and conditions being agreed to by signing this credit contract. I am also aware that DCO FINANCE encourages me to take some time, seeking independent advice if necessary, to decide if this credit contract is right for me before signing.
- This agreement is a secured credit contract.** A security interest in my motor vehicle and/or household chattels being used as security may be registered and that these items may be repossessed and sold if I do not make the payments.
- I know the contact details of DCO FINANCE who is lending me the money and that that by signing this credit contract I become liable for the repayment of it, even if I am a guarantor.
- I understand that the actual interest is accrued daily based on exactly what transactions have occurred and added to the credit contract at the end of each month along with the monthly administration fee. I also know that by making more than the contractual payments the overall payback and time taken to pay the loan will be reduced.
- I know that a statement will be issued every 6 months and upon completion. Additional statements requested may incur a charge.
- I understand what could happen if I fail to meet the contractual payments, in particular:
 - A default administration fee of \$10 will be charged every month until my loan is brought up to date and other fees and charges may also be incurred,
 - Items used as security could be repossessed and sold,
 - My overall credit rating will be negatively impacted.
- I understand that if any automatic, direct credit or direct debit payment made to this account is reversed by the bank, a payment reversal fee may be charged to this account.
- I am aware of the \$10 early settlement administration fee. I also understand that if DCO FINANCE agrees to refund any partial prepayment made, a charge will apply.
- I am aware of my right to cancel and that I can seek a variation in the event of unforeseen hardship.
- I also know who I can contact if I have a disagreement that I am not able to resolve with DCO FINANCE and I know about the overall company terms and conditions relating to this credit contract.

DEBTOR'S SIGNATURE

[Account.ESignatureBlock]

CREDITOR'S SIGNATURE

Signed on behalf of creditor - Direct Cash Orders Limited trading as DCO FINANCE.