

<b>CREDIT AGREEMENT and DISCLOSURE STATEMENT</b> <b>(Direct Personal loan – Natural Persons only)</b>	<b>Loan Number: xxxxxx</b> <b>Dated:</b>
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**IMPORTANT** –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.** The Creditor may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided at a periods of no more than six months after the date of this Agreement until all monies payable under this Agreement have been paid in full.

<b>CREDITOR: YES FINANCE LIMITED ("YFL")</b> This is the person or company providing you the credit. You may send notices to the Creditor by: Writing to Creditor at its postal address; or Sending an email to the address specified.	<b>Physical Address:</b> 6F Sharkey Street, Manukau, Auckland 2104 Postal Address: PO Box 276011, Manukau, Auckland 2241	<b>Ph: (09) 2789161</b> <b>Email: info@yesfinance.co.nz</b>
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<b>DEBTOR(S)</b>	SOMEBODY	Some address
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<b>DESCRIPTION OF GOODS</b>	Motor vehicle	Some car
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<b>CREDIT DETAILS</b>		<b>PAYMENT DETAILS</b> - You are required to make each payment of the amount specified and by the time specified
Cash Price	\$000.00	x fortnightly Payments x Payments of \$00.00 beginning Final Payment of \$00.00 on
Plus Other Funds Advanced	\$000.00	
Plus PPSR Fees	\$00.00	
Plus PPP - Full	\$000.00	
Insured Person: MS PAULA RANGA		
Plus Establishment Fee	\$000.00	Total Amount of Payments \$0000.00
<b>Initial Unpaid Balance ("Amount Financed")</b>	<b>\$0000.00</b>	To be paid by
This is the amount you owe as at the date of this Agreement		

<b>INTEREST: Annual interest rate x % p.a. fixed for</b> the whole of the Agreement being <b>x fortnights</b> "Loan Term" Interest free period of 0 months. When interest will accrue:	<b>Total Interest Charges</b> This is the total amount of the interest charges payable under this Agreement \$000.00
<b>Method of charging interest</b> - Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.	

**CREDIT FEES AND CHARGES**  
The following credit fees and charges (which are not included in the Amount Financed) are, or may become, payable under, or in connection with this Agreement. Monthly account administration Fee \$5.00 payable at the end of each month of the term, continuing Disclosure Statement Fee \$5 at time of issue, Refund overpayment payable at the end of the term or on the earlier repayment of the loan – lesser of \$10 or account balance, Payment schedule variation fee \$25 at time of variation, Loan variation fees will be disclosed prior to and recorded in the Variation Agreement. Administration costs and fees payable on full prepayment are disclosed under the Full Prepayment Heading

**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**  
**Security Interest** - The Debtor grants to the Creditor a security interest (within the meaning of the Personal Property Securities Act 1999 ("PPSA")) in the property described in "DESCRIPTION OF GOODS" ("Collateral") to secure performance of your obligations under this Agreement and the payment of all money due under this Agreement and also under any other previous and future agreements made between the Creditor and the Debtor ("the Secured Monies"), unless the Collateral is essential goods (as defined in section 83ZN of the Credit Contracts and Consumer Finance Act 2003, inserted by the Credit Contracts and Consumer Finance Amendment Act 2004); and the Advance under this Agreement was not used to acquire rights in the Collateral. In the event that the Advance is made for the purpose of enabling the Debtor to acquire rights in the Collateral, then the Creditor's security interest in the Collateral is a purchase money security interest (within the meaning of the PPSA) in relation to the obligations and payments due under this Agreement, to the extent that the Advance is applied to acquire those rights. If you fail to meet your commitments under this Agreement or under any other previous or future agreement made between us and you, then to the extent of the Security Interest, the Creditor may be entitled to repossess and sell the Collateral.

**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 below ("Default Interest Charges"). In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below ("Default Fees") are payable. Default Interest Charges are calculated by multiplying the amount of payment(s) in default at the end of the day by a daily default interest rate calculated as follows ("Daily Default Interest Rate"). The Daily Default Interest Rate is calculated by dividing the annual default interest rate listed below ("Annual Default Interest Rate") by 365. Default Interest Charges are charged to your account at the end of each month. Annual Default Interest Rate is 35.00%.

**Default fees:** If you default in your obligations to pay any amount which is due and payable under this Agreement on the due date for payment or if you are in breach of any of your other obligations under this Agreement, a \$25.00 fee will be charged, payable on the date of default or the date of commencement of the breach (as applicable). In addition, if we send you letters, we will charge you a letter fee of \$5.00; if we serve a pre-repossession notice on you, we will charge you a fee for that notice of \$15.00; if we contact you, we will charge you a telephone call fee of \$5.00, an SMS fee of \$1.00 and/or an email fee of \$2.50 (as applicable); if we send a company representative to visit you, we will charge you a visit fee; if we repossess the Collateral, we will charge you a repossession fee of \$100.00 and a towage fee if appropriate and storage fees; and any other associated costs that may arise out of your default. If your payment is reversed we will charge you a dishonour fee of \$25.00.

**Yes Finance Limited is registered on the Financial Service Provider Register:**  
Registration Name: Yes Finance Limited  
Registration No.: FSP15643

**Yes Finance Limited is a member of a Dispute Resolution Scheme.**  
It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you may have with Yes Finance Limited.  
Dispute Resolution Scheme: Financial Services Complaints Limited  
Phone: 0800 347 257  
Website: www.fscl.org.nz  
Business Address: Level 4, 101 Lambton Quay, Wellington 6145

**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 this Agreement. 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 of the Credit Contracts and Consumer Finance Regulations 2004 plus administration costs and fees \$100.00 payable on the date of full prepayment.

**Statement of right to cancel** The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this Agreement have been disclosed to you to cancel the Agreement. How to cancel: If you want to cancel this Agreement you must give written notice to the Creditor. You must also repay to the Creditor any advance and other monies and any other property received by you or paid to Third Parties with your agreement under the Agreement.

**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.

**What you may have to pay if you cancel** If you cancel the Agreement the Creditor can also charge you:

- the amount of any reasonable expenses the Creditor had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc); and
- interest for the period from the day you received the Advance until the day you repay the Advance to the Creditor.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 (as amended by the Credit Contracts and Consumer Finance Amendment Act 2014) that you do not understand, if there is a dispute about your rights, or if you think that the Creditor is being unreasonable in any way, you should seek legal advice immediately.

**What to do if you suffer unforeseen hardship?**

If you are unable to reasonably keep up your repayments 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 Yes Finance 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 Agreement (which will reduce the amount of each payment due under the Agreement); or
- a postponement of the dates on which payments are due under the Agreement (specify the period for which you want this to apply); or
- both of the above; and

- Give the application to Yes Finance.

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

**Electronic Disclosure** I/ We (the Debtor and Guarantor Customer and Guarantor) each consent to you sending notices or other communications (as set out in clause 5.15 of the Terms and Conditions) to my/ our email address specified above or such other email address as I/ we advise you in writing.

**Continuing Disclosure**

We may be required to provide you with regular statements. These statements will give you information about your account. Statements will be provided six monthly.

**Insurer Details(Protecta Payment Protection Insurance & Gap Insurance)**

If your insurance policy is a Protecta policy, then it is underwritten by Virginia Surety Company, Inc. (NZ Company No. 920 655)(VSC) of Unit 3 Level2, 73 Manchester Street, Christchurch 8011, New Zealand.

Virginia Surety Company Inc. has an A-(Excellent) Financial Strength Rating given by A.M. Best Company. As at the date of this agreement, A.M.Best Company is an approved rating agency under section 62 of the Insurance (Prudential Supervision)Act 2010.

The rating scale is:

Secure	Vulnerable	
A++, A+(Superior)	B, B-(Fair)	D(Poor)
A, A-(Excellent)	C++, C+(Marginal)	E(Under Regulatory Supervision)
B++, B+(Good)	C, C-(Weak)	F(In Liquidation)
		S(Suspended)

**ACKNOWLEDGEMENTS**

**The remainder of the Terms and Conditions ("Terms")**

The Debtor/s and Guarantor/s acknowledge and agree that the Terms form part of the Agreement and have read and fully understand the Agreement including the terms and will be bound by and observe the provisions of the Agreement including the Terms and have received a copy of the Agreement.

Debtor

SOMEBODY

Witness

NAME:  
ADDRESS:  
OCCUPATION:

Creditor

Authorised Signatory

PLEASE ENSURE EACH PURCHASER AND GUARANTOR RECEIVE A SIGNED COPY - YFL TO RECEIVE A SIGNED ORIGINAL