

AGREEMENT - The Retailer agrees to sell and the Purchaser agrees to purchase the goods described under the heading, "Description of Goods" below ("Collateral") on the terms and subject to the conditions set out in this Agreement. The Purchaser agrees to pay to the Retailer all payments, any credit fees and charges described in the Agreement and any other amounts that may become payable in accordance with this Agreement. The Purchaser grants a security interest in the Collateral in favour of the Retailer to secure present and future indebtedness of the Purchaser under this Agreement and under any other previous or future agreements made between the Retailer and the Purchaser. Under this Agreement the Retailer is also the creditor as defined under the Credit Contracts and Consumer Finance Act 2003 ("Creditor"). This is the person or company providing you the credit. The Retailer intends to assign of all of its rights under this Agreement to Yes Finance Limited ("YFL") and following that assignment any reference to the Retailer and/or the Creditor should be read as a reference to YFL.

Following the assignment of this Agreement, you may send notices to YFL by: Writing to YFL's postal address; or Sending an email to the address specified.

YES FINANCE LIMITED ("YFL")
Physical Address: 6f Sharkey Street, MANUKAU. Postal Address: PO Box 276011, Manukau, Auckland 2241, Phone: (09) 2789161, Email: info@yesfinance.co.nz

RETAILER: SOME COMPANY LIMITED	Address:	Phone:
	Postal:	Fax:

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 Agreement 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.

PURCHASER(S) SOMEBODY	Some address
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DESCRIPTION OF GOODS Household Goods	Some Goods
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<p>CREDIT DETAILS</p> <table style="width: 100%;"> <tr> <td>Cash Price</td> <td style="text-align: right;">\$0000.00</td> </tr> <tr> <td>Plus PPSR Fees</td> <td style="text-align: right;">\$00.00</td> </tr> <tr> <td>Plus CPI General Goods <\$3k</td> <td style="text-align: right;">\$000.00</td> </tr> <tr> <td>Plus Establishment Fee</td> <td style="text-align: right;">\$00.00</td> </tr> <tr> <td>Initial Unpaid Balance ("Amount Financed")</td> <td style="text-align: right;">\$0000.00</td> </tr> </table> <p>This is the Total Advance and the amount you owe as at the date of this agreement</p>	Cash Price	\$0000.00	Plus PPSR Fees	\$00.00	Plus CPI General Goods <\$3k	\$000.00	Plus Establishment Fee	\$00.00	Initial Unpaid Balance ("Amount Financed")	\$0000.00	<p>PAYMENT DETAILS - You are required to make each payment of the amount specified and by the time specified</p> <p>x weekly Payments</p> <p>x Payments of \$00.00 beginning</p> <p>Final Payment of \$00.00 on</p> <p>Total Amount of Payments \$0000.00</p> <p>To be paid by</p>
Cash Price	\$0000.00										
Plus PPSR Fees	\$00.00										
Plus CPI General Goods <\$3k	\$000.00										
Plus Establishment Fee	\$00.00										
Initial Unpaid Balance ("Amount Financed")	\$0000.00										

<p>INTEREST: Annual interest rate 19.90 % p.a. fixed for the whole of the Agreement being x weeks "Loan Term" Interest free period of 0 months. When interest will accrue:</p>	<p>Total Interest Charges This is the total amount of the interest charges payable under this Agreement \$0000.00</p>
<p>Method of charging interest - 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.</p>	

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 Purchaser 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 and the payment of all money due under this Agreement and also under any other previous or future agreements made between the Retailer and the Purchaser ("the Secured Monies"). In relation to the obligations and payments of monies due under this Agreement, the security interest granted by the Purchaser to the Retailer is a purchase money security interest (within the meaning of the PPSA). If you fail to meet your commitments under this Agreement or under any other previous or future agreement between us, 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 29.90%.

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 \$2.50, 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 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.

Full Prepayment - If, before the final payment is due, you pay all monies owing under this Agreement together with all interest to the date of payment (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 either:

- a. return to the Creditor (in this case, the Retailer) the Collateral and any other property received by you under the Agreement (but you cannot do this if you have taken possession of the Collateral and/or any other property or if you bought the Collateral and/or any property at an auction or if the Agreement is for the sale of services that have been performed); or
- b. pay the cash price of the Collateral and any services within 15 working days of the day you give notice of cancellation of this Agreement.

Time limits for cancellation - If the Agreement is handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the Agreement. If the Agreement is 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 Agreement is mailed to you, you must give the notice within 9 working days after the date on which it was 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 charge you:

- a. 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
- b. interest for the period from the day you received the Collateral or services until the day you either pay the cash price for the Collateral and/or services or return the Collateral to the Creditor (in that case being the Retailer).

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:

- a. Make an application in writing; and
- b. Explain your reason(s) for the application; and
- c. 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

d. 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 Purchaser and Guarantor) each consent to you sending notices or other communications (as set out in clause 17 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.

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

We are a member of Financial Services Complaints Limited ("FSCL") 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.

FSCL Contact details:

Financial Services Complaints Limited
PO Bpx 5967, Wellington 6145
PH: 04 472 3725 or 0800 347 257 | Email: info@fscl.org.nz
Website: www.fscl.org.nz

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 Inx. 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)

The Terms and Conditions ("Terms")

The Purchaser/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:

Retailer

AUTHORISED SIGNATORY NAME:

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