CONDITIONS

This agreement is an offer by us to advance the loan to you on the terms and conditions set out in the Agreement. The offer is conditional on:

1. Us receiving properly completed and signed documents and consents we require from you in relation to the agreement; and
2. There being no material change in your circumstances before the loan is made; and
3. The loan being made on the date described as the "Effective Date" under the heading "Initial Unpaid Balance" in the Initial Disclosure Statement.

We are under no obligation to make the loan and may terminate the agreement with or without notice if any of these conditions are not satisfied.

Terms

1. Loan

1.1 By signing this agreement, you agree to borrow and repay the Initial Unpaid Balance on the terms and conditions set out in this agreement.

1.2 Where you are purchasing the Property you authorise us to pay the loan by electronic transfer to the seller of the Property and/or to any person that has security over the Property.

2. Voluntary payments

2.1 Any payments made which are voluntary will be applied against the principal amount of the advance outstanding and will reduce the total interest paid and may reduce the term of the loan. Voluntary repayments are in addition to and will not affect your obligations to make the payments in the amounts and on the dates set out in the Initial Disclosure Statement. You may not make payments in advance of the payments that are due, other than to prepay in full or which are applied as described in this clause.

3. Security

3.1 You grant us a security interest in the Property to secure the payment and performance of all of your past, present and future indebtedness and obligations to us under this agreement and under any other agreement or deed we have previously entered into with you or may enter into with you as Borrower from time to time as security for the repayment of amounts owed to us under this agreement and the performance of all other terms and obligations in this agreement.

3.2 You agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this agreement and waives any rights under sections 116, 120(2), 121, 125, 129, 131 and 148 of the PPSA.

4. Your obligations and promises

4.1 You agree:

(a) To keep the Property at the Premises and not to move or permit the removal of the Property without our written consent and in the case of a vehicle, to keep the vehicle at the Premises when not in use;

(b) Not to allow the Property to become an accession (as defined in the PPSA) or attached to land or buildings in such a way as to become a fixture;

(c) Not to part with possession of the Property or sell or attempt to sell, pledge or create a Security Interest or permit a lien in the Property;

(d) Not to allow the Property to be outside of your possession or

(e) To ensure the Property is used only in a reasonable and lawful manner and to keep the Property registered and licensed and in the case of a vehicle to maintain a current warrant of fitness or certificate of fitness;

(f) To keep the Property in good condition and protect it from Loss or damage;

(g) To service or repair the Property at your cost in a proper and workman like manner;

(h) Not to alter the Property without our prior written approval;

(i) To notify us immediately of any loss of or damage to, defect or fault in the Property;

(j) That our Security Interest in the Property shall be a first ranking interest;

(k) In the case of a vehicle, to promptly pay all traffic and parking fines, penalties, levies, fees and tax (including road user charges) imposed by any law or any government agency in relation to the vehicle; and

(l) To allow Oxford to inspect the Property at any time between the hours of 8.00 a.m. and 5.00 p.m. on any weekday and at any other time the property Is being used on reasonable notice.

4.2 You agree to the property being fully insured throughout the term of the agreement for loss or damage by accident, fire, theft (and in case of a motor vehicle, liability to third parties for bodily injury, death or damage to property) and any other risks required by Oxford. The Insurer must be approved by us and our interests noted on the policy accordingly.

4.3 Where we require you to hold life insurance or other insurance, this must be maintained throughout the term of the agreement for not less than the amount specified by us and with an insurer approved by us and our interests must be noted on that policy.

4.4 You must not do or omit to do anything which could result in the insurer declining any claim. You agree to make an insurance claim in respect of the Property when requested by us. You agree that any amount payable under any insurance policy will be paid to us and applied towards payment of all amounts outstanding under this agreement whether or not the time for payment has arrived as we see fit.

4.5 You warrant and represent that the information that you have provided to us when you applied for this loan and any information provided during term of this agreement is true and correct.

4.6 You will promptly notify us in writing of any changes in your personal information or financial circumstances and in the case of the change of name, address or email you must give us written notice 7 days prior to such change taking effect. Upon request you will provide us information reasonably about your financial position as we may require.

5. When will you be in default

5.1 You will be in default under this Agreement if you:

(a) Breach any term of this Agreement, including failing to make any payment when due or the obligations and promises set out in clause 4;

(b) The Property is, at any time, at risk as defined in the PPSA or CCCFA as applicable, even where the status of the Property is no longer at risk;

(c) You are in breach of any other agreement with us whenever that other agreement was entered into; if you are bankrupt or go into liquidation or bankruptcy or a receiver is appointed over any of your property.

6. What happens if you are in default

6.1 If you are in default, we may, subject to compliance with any applicable law:

(a) Enforce our Security Interest and may repossess and/or sell the Property; or

(b) Give written notice to you that all payments required to be made under this Agreement are immediately due and payable.

6.2 If we enforce our Security Interest we may:

(a) Enter the Premises or enter any other premises (including, where necessary, when the occupier is not present) where the Property is located as your agent for the purpose of repossessing the Property and take possession of the Property;

(b) Repossess the Property; and/or

(c) Sell the Property or any part of it in such manner as we consider Expedient, and may do anything necessary to give effect to such sale.

7. Indemnity

7.1 You indemnify us against all costs, losses and expenses incurred by us in relation to this agreement, and in exercising any of our rights or recovering any amounts owed to us (including any default interest, storage, repossession, legal or recovery costs in relation to any Property); and any claim by any person relating to any Property, or the exercise by us of any right under this Agreement.

8. Privacy

8.1 Your personal information may be held by us, or any assignee of ours, electronically or in hardcopy in New Zealand or elsewhere but in all cases we, or our assignee, will control that information and ensure that it remains protected in a way that, overall provides comparable safeguards to New Zealand privacy law. You have a right under the Privacy Act 2020 to obtain access to and request correction of any information held by us and any credit reporting agency (CRA).

8.2 You agree that we, and anyone we assign this Agreement to, may use personal information related to this Agreement for the protection and administration of the loan granted under this Agreement and in the enforcement of this Agreement between you and Oxford Finance. We will disclose your personal information as required to any CRA, the NZTA (NZ Transport Agency), Ministry of Justice, Department of Immigration, your employer, accountant, or any other source in order to obtain check and exchange (both now and in the future) such personal, financial and commercial information and references about you as is necessary for the purposes of enforcement of this Agreement. You also agree that we can provide details of the transactions carried out under this Agreement to the CRA and use the CRA's monitoring service to receive and provide updates if any of the information about you changes. The CRA will hold that information on their systems and use it to provide their reporting service. The CRA may give any information it holds about you to its other customers.

9. General

9.1 You acknowledge that we may pay any broker, agent, dealer or other person who introduces you to us fees, commission and other remuneration for providing the introduction.

9.2 If we provide you with any concession or relief from your obligations, we do not waive any of our other rights under this Agreement and you will not be released from any of your obligations under this Agreement unless we expressly grant such a release in writing.

9.3 We are not obliged to exercise any power or right arising under this Agreement and we are not accountable for any loss arising by its delay or partial exercise of any such power or right.

9.4 This Agreement may be signed in any number of counterparts (including by facsimile, scanned copy or digital signatures initiated by Oxford), all of which together shall constitute one and the same document.

9.5 We may, at any time, assign our rights, title in this Agreement and our Security Interest without your consent and without affecting your liability under this Agreement. You may not assign this Agreement without our prior written consent.

9.6 All payments due to us under this Agreement must be made without set-off or deduction (except as required by law).

10. Definitions

10.1 In this agreement the following terms and expressions have the following meanings:

Act means the Consumer Credit Contracts and Finance Act 2003.

PPSA means the Personal Property Securities Act 1999.

Premises means your address is set out in the Initial Disclosure Statement or is agreed in writing with Oxford.

Property means the property listed in the Initial Disclosure Statement which Oxford has a security interest in and includes any accessories or goods (including replacement parts) supplied with or for any Property during the term of this agreement and includes the proceeds of the property.

Security Interest has the meaning given to that term in the PPSA.

You means the Borrower and Co-Borrower set out in the Initial Disclosure Statement and includes your successors and assignees.

We, **Our**, **Us** or **Oxford** means Oxford Finance Limited and includes our successors and assigns.

10.2 Capitalised terms not otherwise defined in these terms shall have the meanings given in the Initial Disclosure Statement.

FEES AND CHARGES

Loan Establishment Fee $153: This is a fee for receiving and processing the loan applications together with acceptance and is added to the loan contract when the loan is drawn.

Direct Costs: These are actual costs that have been incurred for services that relate directly to the approval of your advance:

DirectCostsTable

These costs will only be charged should that check be made. Please note that should you require any further clarification please contact Oxford Finance Limited.

Account Maintenance Fee: This fee is part of the loan payment and is for the maintenance service provided. The fee charged is $4.00 per calendar month.

Mortgage Fee: The Mortgagor agrees to the mortgage or caveat being registered electronically. For any loan where we register a mortgage or a caveat over a property, registration costs will be charged to the loan on invoice from the solicitor for each property up to a maximum of $322.00 per each property.

Upon settlement of the loan, the mortgagor also agrees to pay all costs which may be incurred for each property to have the mortgage discharged or caveat withdrawn electronically.

Legal Costs: If the structure of your loan or financing is such that we require solicitors to prepare any documentation or advice, you will be responsible for the reasonable legal costs of the legal work undertaken.

Early Repayment Fee $8.00: Administration fee charged to the loan account when the account is settled early.

Settlement Loss Fee: A variable fee to cover any loss derived from breaking the funding associated with your loan (as described in the disclosure statement and credit contract).

Default Interest Charge: Default interest (also known as Penalty interest) is calculated at the rate of Annual Interest rate plus 5% in respect of the amount of default while the Default continues.

Modifications Fee $33.00: Variations or Modifications to the loan contract. Fee is charged where a Credit Contract Is varied due to amount, term, payment structure or security.

Dishonored Payment Fee $7.00: Fee is charged to the loan account in the event of a payment tendered to the account is dishonored by the Debtors bank.

Reminder Letter $5.00: Fee Is charged to the loan account where a client is advised that a payment has been missed or is overdue.

Repossession Warning Notice $13.00: Fee is charged to a loan account when a Repossession Warning Notice is issued. This is generally 9 days after a breach of terms (e.g. overdue instalments).

Repossession Authority $36.00: Fee is charged to the loan account when it is necessary to issue a Repossession Authority as a result of a serious default (e.g. overdue instalments). This amount along with the arrears and any agent costs are due and payable immediately to avoid repossession.

Formal Demand (Mortgage) $27.00: Fee is charged to a loan account for a Demand issued when the loan account has a serious breach of agreement. Formal demand is issued prior to a Property Law Notice.

Property Law Notice (Mortgage) $30.00: Fee is charged to the loan account when a serious breach of agreement has occurred (e.g. overdue instalments).

Post-Repossession Notice $25.00: A Post Repossession Notice is issued within 14 days of the taking of goods by the Creditor. Fee for the issue of Post Repossession Notice will be charged to the loan account Recovery Costs: Costs incurred by a third party (e.g. repossession agent, legal provider on a solicitor-client basis, repairer) will be charged to a loan account for the invoiced amount, copies of which are available upon request.

Statement of Account After Sale $42.00: Fee is charged to the loan account following production and service of this notice after sale of goods within 7 days of the sale being affected.

Insurance: The cost of insurance cover for Loan Repayment Insurance, Motor Vehicle Insurance, Mechanical Breakdown Insurance, GAP Insurance and Payment Waiver may be included in the loan. The premium financed will be paid to the relevant insurance company and provide insurance cover for the period stated in each insurance policy.

YOUR RIGHTS

You are protected by responsible lending laws. Because of these protections, the recommendations given to you about this consumer loan are not regulated financial advice as described in the Financial Services Legislation Amendment Act 2019. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

ACKNOWLEDGEMENT

You acknowledge that you received a copy of the Loan Agreement, inclusive of Initial Disclosure Statement and Terms and Conditions before entering into this agreement; and confirm that you have read and understood the Initial Disclosure Statement and the terms that apply to the agreement. If there is more than one person entering into this agreement, you are each jointly and severally liable to us for the obligations under this Agreement. You will comply with the terms and conditions of this Loan Agreement, as set out in full in this document.

AccountWitnessSignatureBlock