

Documents that make up this loan agreement (Agreement)

The Agreement between you and us comprises:

1. The details set out in the initial disclosure statement (Initial Disclosure Statement) which we have provided for the purposes of the Credit Contract and Consumer Finance Act 2003; and
2. The Terms and the schedule of fees and charges which follow on from the Initial Disclosure Statement; and
3. Any other terms provided to you at the same time as this agreement including any agreement to mortgage property.

INITIAL DISCLOSURE STATEMENT

This document sets out the key information about your Agreement. You should read it thoroughly. If you do not understand anything in this document, please get in touch with us; or alternatively seek your own independent advice.

YOUR DETAILS

Loan Number:	[Account.AccountId]	Co-Borrower:	[CoBorrowerName]
Borrower:	[BorrowerName]	Address:	[CoBorrowerAddress]
Address:	[BorrowerAddress]	Email:	[CoBorrowerEmail]
Email:	[BorrowerEmail]	Phone/Mobile:	[CoBorrowerPhone]
Phone/Mobile:	[BorrowerPhone]		
Co-Borrower:	[CoBorrowerName]	Co-Borrower:	[CoBorrowerName]
Address:	[CoBorrowerAddress]	Address:	[CoBorrowerAddress]
Email:	[CoBorrowerEmail]	Email:	[CoBorrowerEmail]
Phone/Mobile:	[CoBorrowerPhone]	Phone/Mobile:	[CoBorrowerPhone]
Co-Borrower:	[CoBorrowerName]	Co-Borrower:	[CoBorrowerName]
Address:	[CoBorrowerAddress]	Address:	[CoBorrowerAddress]
Email:	[CoBorrowerEmail]	Email:	[CoBorrowerEmail]
Phone/Mobile:	[CoBorrowerPhone]	Phone/Mobile:	[CoBorrowerPhone]
Co-Borrower:	[CoBorrowerName]	Co-Borrower:	[CoBorrowerName]
Address:	[CoBorrowerAddress]	Address:	[CoBorrowerAddress]
Email:	[CoBorrowerEmail]	Email:	[CoBorrowerEmail]
Phone/Mobile:	[CoBorrowerPhone]	Phone/Mobile:	[CoBorrowerPhone]

INITIAL UNPAID BALANCE

If you decide to proceed and borrow the loan, the Initial Unpaid Balance is the amount you will owe on [DateOpened1] (this is the effective date of your initial disclosure statement).

[DateOpened2] being the day that the loan is made to you.

This is made up of:

Amount Financed	[AMTFIN]	Establishment Fees	[ESTFEE]	Broker Fee	[BRKFEE]
Mechanical Breakdown Insurance	[MBI]	Loan Repayment Insurance	[LRI]	GAP Insurance	[GAP]
Lifestyle Protection Insurance	[LPI]				
Payment Waiver PwaCover	[PWAI]	Direct Costs (see fees and charges schedule for details)	[OOCOSTS]	Sub Total	[SUBT1]
Less:					
Deposit	[CDP]	Trade-in	[TDI]	Sub Total	[SUBT2]
				Initial Unpaid Balance	[TotalAdvances]

The Initial Unpaid Balance is the total amount of the loan to be made to you.

I/We understand the details, benefits and requirements and exclusions of the above accepted **optional** insurance policies and acknowledge that there will be interest charged on the premiums when I/we choose to fund the insurance or payment waiver policies in the loan being provided.

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

You may send notices to us in writing to our postal address; or sending an email to the address specified:

Oxford Finance Limited
302 Great South Road, Greenlane, Auckland 1051
PO Box 17373, Greenlane, Auckland 1051
Email: loans@oxf.co.nz.

PAYMENTS You are required to make each payment in the amount specified and at the time specified below. The payment amount includes the monthly account maintenance fee as described in the schedule of fees and charges. We can change your payment amount if the account maintenance fee changes – see section 9 in the Terms and Conditions.

[PaymentDetails]

Total amount of Payments
[TotalPayments]

ADDITIONAL SCHEDULED PAYMENT(S):

[PaymentSchedule]

INTEREST

The annual interest rate is [InterestRate].[StartupInterestFreePeriod][StartupFixedRatePeriod]

The total amount of the interest charges payable under the Agreement is [TotalInterest].

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 charges accrue on the unpaid balance and are charged to your loan account at the same time (and on the same frequency) that you are required to make payments.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security – This is secured credit which means:

1. We have an interest in the Property listed below to secure performance of your obligations under the Agreement, or the payment of money payable under the Agreement, or both. If you fail to meet your commitments under the Agreement, then we may be entitled to repossess and sell this Property; and
2. If you have signed an agreement to mortgage land, that mortgage secures performance of your obligations under the Agreement, or the payment of money payable under the Agreement, or both. If you fail to meet your commitments under the Agreement, then we may sell the land and buildings.
3. If your Property is not land, you grant us a specific security interest in that Property.

Property 1:

Agreement to Mortgage over property situated at [Full Address], as described in Certificate of Title [Title], Legal descriptions [Legal Description], Land Registration District (Land District). (Or any other property purchased in substitution of the land collateral).

Property 2:

Agreement to Mortgage over property situated at [Full Address], as described in Certificate of Title [Title], Legal descriptions [Legal Description], Land Registration District (Land District). (Or any other property purchased in substitution of the land collateral).

Property 3:

Agreement to Mortgage over property situated at [Full Address], as described in Certificate of Title [Title], Legal descriptions [Legal Description], Land Registration District (Land District). (Or any other property purchased in substitution of the land collateral).

Property 4:

Agreement to Mortgage over property situated at [Full Address], as described in Certificate of Title [Title], Legal descriptions [Legal Description], Land Registration District (Land District). (Or any other property purchased in substitution of the land collateral).

Security 1:

Registration
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Chassis

Security 2:

Registration
Make
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Security 3:

Registration
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Security 4:

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Security 5:

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Security 6:

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Security 7:

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Security 8:

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Security 9:

Registration
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Vin
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Boat Security:

Make
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Boat Security 1:

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Boat Security 2:

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Goods Security:

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Goods Security:

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Goods Security:

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If you give a person other than us security over the Property, you will be in breach of this Agreement and we may exercise our rights including demanding payment of all monies outstanding and repossessing the Property. If the Property is repossessed and sold you will be liable to us for the difference (if applicable) between the amount required to settle the Agreement and the net proceeds of the sale.

Credit Fees and Charges:

The credit fees and charges which are, or may become, payable under, or in connection with your loan are set out in the fees and charges schedule.

Default Fees and Charges:

In the event of a default in payment and while the default continues you must pay default interest on the amount of the default. The default interest rate is the annual interest rate set out above plus 5%. It is charged on the amount of the default from the time that you fall into default until you are no longer in default and calculated by multiplying the amount of the default at the end of the day by the daily default interest rate. The daily default interest rate is calculated by dividing the default interest rate by 365.

Default interest is charged to your loan account at the same time you are required to make payments, as detailed under "Payments" above. If you default and we give you notice that your loan is due and payable immediately, we do not charge default interest on amounts called up early before their original due date.

In the event of a breach of the agreement or on the enforcement of the agreement, the default fees which are, or may become, payable under, or in connection with your loan are set out in the fees and charges schedule.

FULL REPAYMENT

You may repay the unpaid balance in full before the final payment is due (**Full Prepayment**). If you make a Full Prepayment you will have to pay the Early Repayment Fee set out in the fees and charges schedule.

You may also have to pay an additional fee to compensate us for any loss resulting from the Full Prepayment (**Settlement Loss Fee**). We may have suffered a loss if our current interest rate for the scheduled term of your contract is lower than the interest rate applying to your original contract. Our Settlement Loss Fee formula is based on the formula in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004 (the **Regulations**), except that we allow for the amount of the final payment to be different to the amount of the regular payments. We reduce the amount of your payments for the purposes of our formula by the amount that would have gone towards repaying the monthly account maintenance fee. If you would like a copy of our Settlement Loss Fee formula, please contact us.

Our Settlement Loss Fee is not calculated using a statutory formula in the Regulations.

CONTINUING DISCLOSURE

We are required to provide you with regular statements. The statements will give you information about your account. Statements will be provided every six months unless otherwise requested.

RIGHT TO CANCEL You are entitled to cancel the Agreement by giving notice to us

Time limits for cancellation: If the Agreement is handed directly to you, you must give notice that you intend to cancel the Agreement within 5 working days of receiving them; or If the documents are sent to you by electronic means (for example, email), you must give the notice within 7 working days after the electronic communication is sent ; or If the Agreement is posted 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 us written notice that you intend to cancel the Agreement by:

- Giving written notice to us; or
- Posting the written notice to us; or
- Emailing the written notice to our email address); or
- Sending the notice to our fax number
- You must also, within the same time, return to us, any advance received by you under the Agreement.

What you may have to pay if you cancel: If you cancel the Agreement, we can charge you the amount of any reasonable expenses we have had to pay in connection with the Agreement and its cancellation (including legal fees and any relevant Direct Costs, etc.). If you cancel the Agreement, we can also charge interest for the period from the day you received the advance until the day you repay the loan advance.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are reasonably unable to keep up your payments or other obligations because of illness, injury or loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us 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 terms of the Agreement (which will reduce the amount of each payment due under the Agreement); or
 - A postponement of the date 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 us.

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

FINANCIAL SERVICE PROVIDER REGISTRATION

We are registered on the Financial Service Providers Register (**FSPR**) with registration number FSP39361 and are a member of a dispute resolution scheme. We are registered on the FSPR under the name Oxford Finance Limited.

DISPUTE RESOLUTION

Name of dispute resolution scheme: Insurance & Financial Services Ombudsman Limited.(IFSO)

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 us.

Contact details of the dispute resolution scheme:

Phone: 0800 888 202 or 04 499 7612;

Email: info@ifso.nz;

Website: www.ifso.nz;

Business address: PO Box 10-845, Wellington 6143, New Zealand

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

- 3.1 By signing this agreement, you agree to borrow and repay the Initial Unpaid Balance on the terms and conditions set out in this agreement.
- 3.2 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

- (h) 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.
If you have granted us an agreement to mortgage, you must also do everything required under that document.
- 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
 - (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 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. Our right to amend fees and payment amounts**
- 9.1 We can amend:
- (a) any fees and charges set out in the fees and charges schedule that are not part of your initial unpaid balance; and
- (b) the Settlement Loss Fee.
- We can also change how we calculate those fees and introduce new fees from time to time. If we amend any of our fees and charges, we will give you at least 14 days' notice before the change applies to you.
- 9.2 If we change the amount of our account maintenance fee, we will automatically change the maturity date or a final payment amount to reflect the new fee. We will let you know the new maturity date or final payment amount when notify you of the new fee amount.
- 10. General**
- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 We may, at any time, assign our rights, title in this Agreement and our security (including any agreement to mortgage) without your consent and without affecting your liability under this Agreement. You may not assign this Agreement without our prior written consent.
- 10.6 All payments due to us under this Agreement and any Security (including any agreement to mortgage) must be made without set-off or deduction (except as required by law).
- 11. Definitions**
- 11.1 In this Agreement the following terms and expressions have the following meanings:
- CCCFA** means the Consumer Credit Contracts and Finance Act 2003.
- PPSA** means the Personal Property Securities Act 1999.
- Premises** means your address as set out in the Initial Disclosure Statement or as 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 and any Agreement to Mortgage.
- 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.
- 11.2 Capitalised terms not otherwise defined in these terms shall have the meanings given in the Initial Disclosure Statement

FEES AND CHARGES (as at the date this Agreement is prepared)

Loan Establishment Fee \$153: This is a fee for receiving and processing the loan applications together with acceptance and is added to the loan account 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 for the account maintenance service provided. The fee is \$4.00 per calendar month and is charged to your loan account monthly and paid as part of your loan payments.

Mortgage Fee: You agree 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.

Mortgage Discharge Costs: Upon full repayment of the loan, you agree to pay us all costs we incur 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 repaying your loan in full (as described in your initial disclosure statement).

Default Interest Charge: Default 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: Fee is charged where your loan contract is varied by agreement and the variation is due to a change to the amount, term, payment structure or security for your loan.

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 your bank.

Reminder Letter \$5.00: Fee is charged to the loan account where you are advised that a payment has been missed or is overdue by letter.

Repossession Warning Notice \$15.00: 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 a 'Repossession Authority' is issued. Repossession Authorities are issued 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 when a 'Demand' is issued. Demands are issued when the loan account has a serious breach of agreement and or your loan is secured by an agreement to mortgage land. 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 'Property Law Act Notice' is issued. This notice is issued after a serious breach of agreement has occurred (e.g. overdue instalments) and has not been remedied after a Demand has been issued.

Post-Repossession Notice \$23.00: A Post Repossession Notice is issued within 14 days of us taking Property that are goods. Fee for the issue of Post Repossession Notice will be charged to the loan account when a Post Repossession Notice is issued.

Recovery Costs: You must pay us any third party costs we incur (e.g. repossession agent, legal provider on a solicitor-client basis, repairer). These costs will be charged to your loan account at the invoiced amount, copies of which are available upon request.

Statement of Account After Sale \$40.00: Fee is charged to the loan account following production and service of a 'Statement of Account After Sale' after the sale of goods. This statement is issued within 7 days of the sale taking place.

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 initial unpaid balance. 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 loan are not regulated financial advice.

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, including the 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.

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