

CONSUMER CREDIT CONTRACT

(and Disclosure Statement)

Nectar NZ Limited LOAN CONTRACT NO:

The Lender agrees to lend and the Borrower accepts a loan of the amount and upon the terms and conditions as set out in this Loan Contract. The Borrower(s) and the Guarantor(s) agree to fully comply with these terms and conditions:

| | | |
|--|--|---|
| Lender ("us"): | Nectar NZ Limited Level 1, 22 Customs St East, Auckland PO BOX 105 194, Auckland City Auckland 1143 | Phone: 0800 855 888 Email: support@nectar.co.nz Website: nectar.co.nz |
| Borrower(s) ("you"): | <input type="text"/> <input type="text"/> | |
| Guarantor(s): | <input type="text"/> | |
| This Loan represents the Initial Unpaid Balance, the Total Credit, the Total Advances made or to be made, Credit Fees and Charges and the Credit Limit. | This is the amount you owe as at the date of this Loan Contract including any fees charged by the Lender and is made up as follows: Advanced Amount - <input type="text"/> Establishment Fee - <input type="text"/> Insurance Premiums - <input type="text"/> TOTAL ADVANCE - <input type="text"/> | |
| Date of Statement: | Date of signing of this Loan Contract and date of disclosure under Credit Contracts and Consumer Finance Act 2003: <input type="text"/> | |
| Subsequent Advances: | It is not intended to make any further advances to you under this Loan Contract. | |
| Payments: | You agree to make the following payments on account of the initial unpaid balance and interest charges by the time specified: <input type="text"/> consecutive <input type="text"/> payments of <input type="text"/> each, beginning on <input type="text"/> Total amount of payments <input type="text"/> You must make all payments by direct debit from your bank account: <input type="text"/> or as otherwise advised by us. | |
| Annual Interest Rate: | The annual interest rate is <input type="text"/> per annum fixed at this rate for the whole term of the Loan Contract. The term of this agreement <input type="text"/> months. | |
| Total Interest Charges: | <input type="text"/> is the total amount of interest charges payable under the Loan Contract. | |

| | | | | | | | | | | | | | | | | |
|---|--|----------------------------------|-------------------|--|--------------------|--------------|----------|-------------------|--------------------|----------------------------------|----------------|--------------|--------------------|--|--|---------------|
| Method of Charging Interest: | <p>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</p> <div style="border: 1px solid black; height: 15px; width: 350px; margin-top: 5px;"></div> | | | | | | | | | | | | | | | |
| Full Prepayment: | <p>If you pay the unpaid balance in full before the final payment is due (which you are entitled to do at any time), you will not be required to pay any additional fees or charges. In addition, you will be provided with a rebate of insurance premiums fees paid and calculated in accordance with the Credit Contracts and Consumer Finance Act 2003.</p> | | | | | | | | | | | | | | | |
| Part Prepayment: | <p>The Borrower has no right to make part prepayments of the Loan, subject to clause 7.</p> | | | | | | | | | | | | | | | |
| Payment Protection Insurance | <p>If the Borrower has elected to take Payment Protection Insurance of the type noted below, then the Borrower acknowledges that was entirely their choice of both the insurance and the insurer. If Payment Protection Insurance is elected, cover is provided for the duration of the loan or up to age 70, whichever occurs first. Please refer to nectar.co.nz/insurance for full details of the policy terms.</p> <p>Type of Cover: <div style="border: 1px solid black; height: 15px; width: 350px; margin-top: 5px;"></div></p> <p>Insurer Details Your insurance policy is underwritten by Virginia Surety Company, Inc. (NZ Company No 920 655) (VSC) of Unit 3 Level 2, 73 Manchester Street, Christchurch 8011, New Zealand.</p> <p>Virginia Surety Company, Inc has an A (Excellent) Financial Strength Rating given by A.M. Best Company. As at the date of the Renewal Notice, A.M. Best Company is an approved rating agency under section 62 of the Insurance (Prudential Supervision) Act 2010. The rating scale is:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Secure</td> <td style="width: 33%;">Vulnerable</td> <td></td> </tr> <tr> <td>A++, A+ (Superior)</td> <td>B, B- (Fair)</td> <td>D (Poor)</td> </tr> <tr> <td>A, A- (Excellent)</td> <td>C++, C+ (Marginal)</td> <td>E (Under Regulatory Supervision)</td> </tr> <tr> <td>B++, B+ (Good)</td> <td>C, C- (Weak)</td> <td>F (In Liquidation)</td> </tr> <tr> <td></td> <td></td> <td>S (Suspended)</td> </tr> </table> <p>Non-disclosure If You fail to comply with Your duty of disclosure, the Insurer may void this Insurance Policy from the beginning and/or reject any claim under it.</p> | 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) |
| 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) | | | | | | | | | | | | | | |
| General Authority from Borrower(s) and Guarantor(s) to Lender for collection, use and disclosure of information: | <p>The Borrower(s)/Guarantor(s) severally acknowledge, authorise and agree that:</p> <ol style="list-style-type: none"> 1. The Lender may make enquiries of your bank, any reference, source, credit reference or government agency including N.Z. Income Support Services, as may from time to time be required by the Lender in connection with my/our applications and obligations to the Lender or services or any other dealings of whatever nature that I may have with the Lender. 2. Any default in my obligations to the Lender may be disclosed to credit reference agencies or other credit providers. 3. The Lender may rely on this authorisation for all and any further applications for the Lender's lending services and for all other dealings of whatever nature I may have with the Lender. 4. This authority is irrevocable. <p>Under the Privacy Act 1993 you have the right of access to and correction of personal information which we hold about you. You may also request the details of every organisation or person to whom we have disclosed information about you.</p> | | | | | | | | | | | | | | | |
| Hardship: | <p>If due to illness, injury, unemployment, relationship breakdown or other similar cause, you consider that you are unable to meet your obligations under the Loan Contract, you may apply to us in writing for an extension to the term of the Loan Contract and/or postponement of obligations to make payments to us. Your application should be sent by post or email to us. Our contact details are set out above. Your application will need to set out the reasons why you think these unforeseen events mean you cannot</p> | | | | | | | | | | | | | | | |

| | |
|--|---|
| | <p>meet your current obligations. Also, you may not make an application if you have failed to make 4 or more consecutive periodic payments by or on the due dates or you have been in default for 2 months or more, or if the circumstances which cause your hardship (or similar circumstances) were reasonably foreseeable when you signed the Loan Contract. We will not take enforcement action against you while your application is being decided. However, if your application is successful, we are permitted to charge a fee that compensates us for the costs incurred in re-documenting any changes to the Loan Contract.</p> |
| Default | <p>In the event of a default in payment and while the default continues you must pay the default charges below:</p> <p>Default fees: A monthly overdue fee of \$25 will be charged to your account when you are overdue (subject to a three-day grace period), and must be paid on your next payment date. The overdue fee will continue to be charged to your account each month while you remain overdue. If any direct debit, or other payment, is not paid on the due date, you must pay a dishonour fee of \$15. The dishonour fee must be paid on your next payment date.</p> <p>Note: Overdue fees and dishonor fees may be varied by us during the term of the Contract: see nectar.co.nz/rate-and-terms for current rates. We will publish any changes at this web address within 5 working days of such changes taking effect.</p> <p>You must on demand pay Nectar for all costs and expenses (including all legal expenses) it incurs in enforcing or attempting to enforce this Loan Contract.</p> |
| Dispute Resolution: | <p>You are entitled to complain to us in relation to any enforcement action we may take. If we are unable to resolve the complaint, you may within 14 days of receiving notice of our decision, refer the complaint to our dispute resolution scheme: Further details available on nectar.co.nz/feedback-complaints</p> |
| Registration under Financial Services Providers (Registration and Dispute Resolution) Act 2008: | <p>Nectar NZ Limited is registered as a financial service provider under registration number FSP511966.</p> |
| Consent to electronic communications: | <p>You may communicate with us by e-mail to contact@nectar.co.nz or via our website nectar.co.nz. Alternatively, you may contact us at the address or telephone number shown on page 1.</p> |
| Continuing disclosure statements: | <p>Once your loan is advanced, CCCFA disclosure statements will be available to you via logging into your Nectar account. Go to Dashboard/Loan Status.</p> <p>You further agree that any disclosure statement required to be provided to you may be disclosed to you by enabling you to access the relevant information through logging into your Nectar account. This disclosure statement will be updated each time a payment is made to your account.</p> |
| Direct Debit | <p>You authorise Ezy pay to direct debit the following account for payments in the payment section together with any penalties charged under this agreement.</p> <div style="border: 1px solid black; height: 20px; width: 480px; margin: 10px 0;"></div> <p>Ezy pay terms and conditions: ezypay.com/files/documents/NZ_Customer_Terms_Conditions.pdf</p> |

ADVICE TO THE BORROWER - Under the provisions of the Credit Contracts and Consumer Finance Act 2003

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 Loan Contract have been disclosed to you to cancel the Loan Contract.

How to cancel

If you want to cancel this Loan Contract you must give written notice to the Lender. You must also return to the Lender the Loan and any other property received by you under the Loan Contract.

Time Limits for Cancellation

You must give notice that you intend to cancel within 5 working days after you receive the Loan Contract. If the loan contract is emailed to you, you must give notice that you intend to cancel 5 working days after the Loan Contract is emailed to you.

Saturday, Sunday and National Public Holidays are not counted as working days.

What you have to pay if you cancel

If you cancel the Loan Contract, we can charge you:

- the amount of any reasonable expenses we have to pay in connection with the Loan Contract and its cancellation (including legal fees and fees for credit reports, etc); and
- interest payable up until the date you repay the advance.

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 and obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the Lender is being unreasonable in any way, you should seek legal advice immediately.

Acknowledgement

In signing this Loan Contract, the Borrower(s)/Guarantor(s) jointly and severally acknowledge and agree that he/she:

1. has read and understood this Loan Contract and the above "Advice to the Borrower";
2. has received a copy of this Loan Contract;
3. has signed this Loan Contract relying on his/her/its own judgment;
4. will notify the Lender 2 days in advance of any change of name or address; and
5. is liable and undertake to pay, perform and comply with all payments, covenants and agreements on his/her/its part to be paid, performed or complied with under the Loan Contract;
6. has read and agreed to the Ezypay terms and conditions.

Alternate Contact Details

Nectar requires that you list two alternate contacts that will know how to contact you should we be unable to reach you for any reason. One of these contacts must be a family member. These details will only be used in the event that Nectar is unable to contact you as per the details you have provided at the time of application. Nectar will not contact the below individuals for the purpose of marketing, nor will Nectar share their details with any other party.

Name of Family member:**Phone:****Email:****Name of alternate contact:****Phone:****Email:****Execution**

I have read this Contract including the Ezypay terms and conditions.

Signed as Borrower:**Signed as Co-borrower:**

OTHER TERMS AND CONDITIONS OF THIS CREDIT CONTRACT:

1 Definitions

1.1 In this Loan Contract, unless the context otherwise requires:

CCCFA means the Credit Contracts and Consumer Finance Act 2003;

Event of Default means any of the events described in clause 4;

Insolvency Event means, in relation to a person:

- (a) If any step is taken by anybody for the winding-up or bankruptcy of the person, except, by a reconstruction on terms approved by the Lender before that step is taken;
- (b) if a receiver, or administrator is appointed in respect of the person or any of that person's assets; or
- (c) if the person:
 - (i) becomes insolvent or is unable to pay its debts as they fall due or is deemed to be so under any law; or
 - (ii) stops or suspends payment of any of its indebtedness or threatens to do so; or
 - (iii) makes, or proposes to make, an arrangement or composition with other creditors.

A **person** includes reference to any natural person, body corporate or unincorporated body.

Any terms capitalised in the Disclosure Statement are defined terms in this Loan Contract.

2 Interest- Special Provisions

2.1 **Determining a day for interest charges:** A day shall be regarded as ending at 3 pm for the purposes of determining interest. Interest is calculated daily and will be charged on that day or at a later time if permitted by us.

3 Notices

3.1 Any notice or communication to be given to the Borrower and/or to the Guarantor under his Loan Contract shall be in writing and shall be delivered personally or sent by post to your or the Guarantor's last known address.

4 Events of Default

4.1 Upon the happening of any of the events listed below, you agree that the balance of the Loan outstanding and all other moneys payable including all accrued interest shall become due and payable immediately.

The events are:

- (a) If you fail to make payment of any of the moneys payable under this Loan Contract on the date for payment (time being strictly of the essence);
- (b) If you default in performing any other obligation under the Loan Contract or any other agreement to which the Lender and you are parties; or
- (c) If an Insolvency Event occurs in respect of you or the Guarantor; or
- (d) You or the Guarantor's property becomes subject to repossession; or
- (e) If any judgment is obtained against you or the Guarantor which is unsatisfied for 7 days; or
- (f) Any statement made by you or the Guarantor in the Loan Application is found to be incorrect in any material respect; or
- (g) Any term in the Loan Contract is or becomes unenforceable, of no effect or you or the Guarantor make a claim of this nature; or
- (h) You or the Guarantor default under any other financing or security agreement.

5 No Deductions

5.1 All payments to be made by you under this Loan Contract are made free of any deduction including tax.

6 Lender's Right of Set-Off

6.1 We may set off any money we hold for you against any amount you owe under the Loan Contract without advising you.

7 Early Repayment

7.1 We are obliged to accept full repayment of the Loan on the terms set out in the Loan Contract. However, we may decline to accept any part prepayment of the Loan. If we agree to accept a part prepayment:

- (a) We may credit the part prepayment in accordance with the proposed schedule of payments in the Loan Contract; and
- (b) You must pay our administrative costs arising from the part prepayment and a charge representing a reasonable estimate of our loss arising from the part repayment.

7.2 The amount of our loss when a prepayment of the Loan is made in full is calculated using the formula prescribed in regulations made for that purpose under the CCCFA.

8 Power of Attorney

8.1 You and the Guarantor each severally appoint us, our directors and managers as your attorney to give effect to our rights under the Loan Contract to make and sign any instrument, deed or document and do any other act or thing that the attorney considers necessary.

9 Joint and Several Liability

9.1 Where there is more than one Borrower each Borrower shall be jointly and severally liable under the Loan Contract.

9.2 Where there is more than one Guarantor each Guarantor shall be jointly and severally liable under the Loan Contract.

10 Guarantor

10.1 The Guarantor unconditionally agrees to guarantee payment of all moneys owing and the performance of all obligations under the Loan Contract by you. The Guarantor's liability will be as principal debtor. In other words, we will be entitled to recover the money owing and take other action against the Guarantor as if he or she is the Borrower. Such action will not release you from your obligations as Borrower. The Guarantor also agrees to indemnify the Lender. This means that the Guarantor agrees to pay all amounts owing, costs and expenses which arise from a breach of any obligations under the Loan Contract.

11 Credit Contracts and Consumer Finance Act 2003

11.1 The parties agree that the provisions of the Act applicable to consumer credit contracts will only apply if:

- (a) You are a natural person; and
- (b) You enter into this Loan Contract primarily for personal, domestic or household purposes.

12 Transfer/Assignment

12.1 You agree and acknowledge that we may, at any time, assign, sell and/or transfer all of our rights, title and interest under this agreement and any security. You agree we may give such person any information we have relating to you.

13 Further Assurances

13.1 You agree to sign any additional or replacement documents that we request to ensure that we can enforce our security and are properly protected under our security.

13.2 You acknowledge that a statement from us setting out any amounts which you owe us under the Loan Contract is conclusive proof that you owe us that amount.