FINANCE APPLICATION

APPLICANT(S)

Name:	Borrower's Name(s)	Date of Birth:	
Licence No:		Version:	

GUARANTOR(S)

Name:	Guarantor's Name(s)	Date of Birth:	
Licence No:		Version:	

PRIVACY WAIVER

As part of the application for a loan, we require you to sign the following privacy consent and waiver. If the information required below is not provided, we cannot consider your loan further.

Credit Reporter

The credit reporter we use is Centrix Group Limited and Centrix Data One Limited (Centrix) and its address is P.O Box 62512, Greenlane, Auckland 1546.

Authorisation to collect, use, store and disclose personal and credit information from credit reporter

I/We Borrower's Name(s), Guarantor's Name(s) understand that you Future Finance Limited are asking me for personal information about me so as to use Centrix's credit reporting service and APLYiD's Identity Verification service to credit check me/us including to verify my/our identify as you may be required to do by laws such as the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ('AML Laws'). I understand that:

- By signing this form, I/we authorise you to obtain from Centrix and Centrix to give you information (including credit information) about me/us for that purpose, including for the purpose of making credit decisions affecting me/us (as well as related purposes such as debt collection) and providing me/us with a quotation of the cost of credit.
- You will give my/our personal information to Centrix, and that Centrix will hold that information on their systems and use it to provide their credit reporting service.
- When other Centrix customers use the Centrix credit reporting service Centrix may give the information to those customers including for the purposes of assisting customers to verify my/our identity as they may be required to do by AML Laws and we authorise Centrix to do so.
- I/We consent to Centrix (or the Ministry of Justice) disclosing to you any information they hold relating to any overdue fines that may be outstanding against me/us.
- You may use Centrix's credit reporting services in the future for purposes related to the provision of credit to me/us. This may include using Centrix's monitoring services to receive updates if any of the information held about me/us changes.
- If I/we default in my/our payment obligations to you, information about that default may be given to Centrix, and Centrix may give information about my/our default to other Centrix customers.
- If you ask me/us to provide you with a copy of or my/our driver's licence number/s or New Zealand Passport/s or New Zealand Firearm's licence/s (Identity Documents) to help you confirm my/our identity, I/we understand that you may pass this information on to APLYiD and Centrix. I/We understand that a copy or disclosure of my/our Identity Documents to APLYiD and Centrix is voluntary.

Other Sources and Holders of Information

1. I/We agree that these terms will apply to the marketing, consideration and provision of finance by Future Finance Limited (the "lender").
2. I/We consent to the personal information provided in support of the application (whether in this document or otherwise) being received, assessed and held by the lender and to the information being used from time to time by the lender for all or any of the following purposes:
    a. For the lender to decide whether or not to grant a loan or on my application to vary an existing loan agreement.
    b. To provide me with quotations for the cost of credit.
    c. Administering the loan.
    d. Enforcing payment and other legal obligations.
    e. To check, verify and exchange (both now and in the future) personal, residential, contact, financial and commercial information.

f. Supplying the borrower and guarantor with information about services offered by the finance company or which the lender otherwise considers may be of interest to me/us.

3. I/We acknowledge and authorise that the lender may provide and obtain information for the purposes set out in paragraph 2 above to or from any individual or organisation, including but not limited to, Centrix, any financial or insurance institution, bank, Regional and District Council, Government Department or Agency, my/our Employer/s, Accountant and Landlords (both now and in the future), my/our Mortgagees, their respective Solicitors and any Real Estate/Rental Agencies.
4. I/We authorise you to disclose the information to any third party who has or may have in the future a financial interest in my/our loan.
5. I/we hereby authorise the lender to access my driver licence record using the Centrix Driver Check Service and for the lender to re-check my/our licence(s) during the term of the loan.

   Driver Check allows the user to access the following information about your driver licence:

   - The licence classes you hold , eg a class 4 licence to drive heavy trucks
   - The licence endorsements you hold, eg a D endorsement to carry dangerous goods
   - The conditions on your licence, eg the requirement to wear corrective lenses when driving
   - The status of your licence, eg current, expired, suspended, disqualified, revoked or reinstated
6. Each borrower is aware and agrees specifically that the lender provide to the guarantor any information used by the lender which the lender considers should be provided also to the guarantor.
7. I/We promise that the information given in this application is correct to my/our best knowledge, information and belief.
8. I/We agree that if I/we provide the lender with electronic contact details (e.g. a mobile number or email address), the lender may send me/us commercial electronic messages.

We note that under the Privacy Act 2020 I am/we are entitled to request access to, and (if required) correction of, any personal information held about me/us by the lender.

SIGN UP FORM

Loan Contract Number _____

BORROWER(S) (this is who we call **you** in this Agreement)

Name Borrower's Name(s)

I/We Borrower's Name(s) state:

1 On the [Document Date] I have received from Future Finance Limited ("the lender") a copy of a loan agreement, which is comprised of:
   a. This finance application.
   b. Loan and Security Agreement and Disclosure Statement.
   c. Loan Agreement Terms and Conditions.
   d. Guaranteed Asset Protection Waiver Agreement Appendix, including the GAP Waiver Benefits and GAP Waiver Terms and Conditions (if I accepted those optional benefits) or a decline document (if I declined those optional benefits).
   e. Repayment Waiver Agreement Appendix, including the Repayment Waiver Benefits and Repayment Waiver Terms and Conditions (if I accepted those optional benefits) or a decline document (if I declined those optional benefits).
   f. Guarantee if there is a guarantor.

2 I have read the terms of the loan agreement and have particularly noted the Loan and Security Agreement, Disclosure Statement and Guarantee (if there is a Guarantor), (including the Borrower's Agreements and Acknowledgments) which warns me about some of my obligations and some of the lender's rights. If I have entered into either type of Waiver Agreement, I note that the cost is shown in the Disclosure Statement.

3 I/we (jointly and severally if more than one of us) acknowledge that on receipt of the loan money I/we will owe to the lender initial unpaid balance set out in the Disclosure Statement and I/we promise to pay that amount plus interest and any other amounts due under the documents listed above and otherwise promise to comply with the terms and conditions of those documents and any variations and acknowledge that those documents bind me/us.

By signing below, you acknowledge and agree that (if this finance application is accepted by the lender) a loan agreement will immediately be formed on the terms of the documents listed above.

Borrower's Signature _____ Date _____

Borrower's Name(s)

GUARANTOR'S SIGNATURE TO GUARANTEE

GUARANTOR(S) (this is who we call **you** in this Agreement)

Name Guarantor's Name(s)

I/We Guarantor's Name(s) state that on [Document Date] I have received a copy of each of the documents listed in paragraph 1 above. I have read the terms of the loan agreement and have particularly noted the Loan Agreement, Disclosure Statement (including the Guarantor's Agreements and Acknowledgments), the Terms and Conditions and the Guarantee which warns me about some of my obligations and some of the lender's rights.

In consideration of Future Finance Limited making the above described loan to the borrowers I guarantee payment of the loan and performance of the obligations of the borrower(s) in accordance with the terms of the documents referred to above. If I own the collateral and/or land specified in the documents referred to above, I agree to grant a security interest and/or mortgage in that property to the lender (meaning that the lender may have become entitled to repossess and sell that property).

By signing below, you acknowledge and agree that (if this finance application is accepted by the lender) a loan agreement will immediately be formed on the terms of the documents listed above (including the guarantee).

Guarantor's Signature _____ Date _____

Guarantor's Name(s)

LOAN AND SECURITY AGREEMENT (INCORPORATING DISCLOSURE STATEMENT)

Loan Contract Number _____

This agreement is made between Future Finance Limited (together with its successors and assigns called "the lender" or "we") and each borrower named below ("you") and any guarantor named below (in each case together with their executors, administrators and successors in title).

A reference to "this agreement" includes this loan and security agreement (incorporating disclosure statement), the attached disclosure statement and the attached terms and conditions (consumer credit contract). Terms defined in the attached terms and conditions (consumer credit contract) have their defined meanings where used anywhere in this agreement.

BACKGROUND

The lender has agreed to lend to the borrowers the total advances shown in the disclosure statement

Each borrower (or guarantor) shown as the owner of the relevant collateral and/or land in the WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS? section below has agreed to grant a security interest and/or mortgage in that property to the lender.

OBLIGATION

The borrowers promise to pay all amounts due under this agreement in the manner set out in this agreement (and any variations of them) and otherwise promise to comply with the terms and conditions of this agreement.

PARTIES TO THIS AGREEMENT

LENDER

Future Finance Limited
Level 1, 100 McLeod Street, Hastings 4120
P O Box 2056, Stortford Lodge, Hastings 4153
Email: docs@futurefinance.co.nz

Phone: 0800 25 10 10
Fax: 0800 25 10 40

BORROWER(S)

Name:	Borrower's Name(s)
Contact Details:	

By providing an email address, you consent to receiving all communications from us, including disclosure information required by law, in electronic form.

GUARANTOR(S)

Name:	Guarantor's Name(s)
Contact Details:	

By providing an email address, each guarantor consents to receiving all communications from us, including disclosure information required by law, in electronic form.

KEY FEATURES OF THIS AGREEMENT

Before signing this agreement, please note the following:

1 By signing this agreement, you become liable for repayment in full of the total amount owing. Information about the amount of your loan and applicable interest, fees and charges, as well as the payments you are required to make, are described in the attached disclosure statement.

2 If you repay the total amount owing in full early, you may need to pay a fee or charge to compensate the lender for a reasonable estimate of the lender's loss resulting from the full prepayment.

3 Default interest and default charges may be payable in some circumstances, as described in the attached disclosure statement.

4 Each borrower and guarantor is jointly and severally liable to repay the total amount owing and to carry out the obligations in this agreement. This means the lender may claim the total amount owing from any borrower or guarantor individually or together.

5 If you provide personal property (e.g. a car or other goods) as security, that personal property may be repossessed (if the lender does not already hold it) and sold to pay any amount owing but unpaid under this agreement.

6 If you provide land as security, the lender may lodge a caveat against the title to that land and may also register a mortgage and may sell that land to pay any amount owing but unpaid under this agreement.

7 It is strongly recommended that you obtain independent legal advice as to your obligations and the lender's rights contained in this agreement. You can take the time to obtain advice before signing this agreement.

8 You have a limited right to cancel this agreement. More information is provided in the attached disclosure statement.

DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACT

The effective date of this statement	The information in this disclosure statement is provided as at 18 February 2022 and on the basis that this is the date the loan is advanced to you.

This is important. This disclosure statement sets out important information about your consumer credit contract. You should read it very carefully.

If you do not understand anything in this disclosure statement you should seek independent advice.

You should keep this disclosure statement and a copy of your agreement in a safe place.

The law gives you a limited right to cancel the consumer credit contract (see below for further details). **Note that strict time limits apply.**

FULL NAME AND ADDRESS OF LENDER (called **we** or **us** or **the lender – this is the person providing you the credit**)

You can send notices to us under this Agreement by:

- *writing to us at our postal address*
- *sending a fax to the number specified*
- *sending an email to our email address*

We consent to receiving communications from you in electronic form by email sent to this email address.

Name	Future Finance Limited
Physical Address	Level 1, 100 McLeod Street, Hastings 4120
Postal Address	P O Box 2056, Stortford Lodge, Hasting 4153
Fax	0800 25 10 40
Email	docs@futurefinance.co.nz

CREDIT DETAILS

INITIAL UNPAID BALANCE (this is the amount you owe us on the effective date of this statement, including any fees we charge you).

TOTAL ADVANCES

This is the total amount of all advances made, or to be made to you.

PAYMENTS

You need to make each payment of the amount specified and by the time specified.

Payment Dates & Frequency	Number of Payments	Amount of Each Payment	Total Amount of Payments
		(including monthly facility fee)	(including monthly facility fee)

INTEREST

Annual Interest Rate	Total Interest Charges
19.99% per annum, fixed for the whole term of this agreement (meaning until you have paid the total amount owing in full).	$- this is the total amount of the interest charges payable under this agreement.

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 weekly.

CREDIT FEES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance shown in this disclosure statement) are, or may become, payable under, or in connection with this agreement.
The lender may vary these fees and charges in accordance with the terms of this agreement.

- Monthly facility fee $7.00 per month is charged to your loan account as long as the loan account is in debit to cover the administrative costs of keeping the loan account active.
- Statement fee of $20.00 will be charged to the loan account when an additional statement is requested and supplied (outside of the six monthly statements).
- Refinance establishment fee of up to $375.00 is charged for processing an application to refinance (including top up) the current agreement including taking the application, approval and acceptance. This fee is charged when the refinance is effected.
- A variation fee of up to $200.00 if we agree to any other variation of this agreement at your request.
- If the lender requires a solicitor to prepare any document associated with this agreement, the fees charged by that solicitor.
- Full prepayment fee if you prepay the total amount owing in full – this is disclosed under the full prepayment heading below.
- Interest charges, default interest charges and default fees are also payable.

CONTINUING DISCLOSURE

The lender may be required to provide you with regular statements. The statements will give you information about your loan account. Statements will be provided at least every 6 months and will also be provided upon request.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS?

This is secured credit. If you fail to meet your commitments under this agreement, then the lender may be entitled to repossess and sell this property.

Description of Security Interest(s):

Property which is (or will be) subject to a security interest:

Personal Property (Collateral)

A security interest as defined in section 17 of the Personal Property Securities Act 1999 (securing payment of all the money secured and performance of all your obligations under this contract to the extent of the value of the collateral) in

VEHICLE

Make:		VIN Number:	
Model:		Registration No:	
Year:		Chassis/Serial No:	

LAND An all obligations mortgage (which may be registered or may be supported by a registered caveat) (securing without limited payment of all the money secured and performance of all your obligations under this agreement to the extent of the value of your interest in the land) over: Address: Legal Description: Owned By:

If the lender repossesses and sells the secured property but the proceeds of sale do not cover the full amount you owe the lender, you may continue to owe the lender money. It will be a default under this contract if you allow someone other than the lender to create a security interest over the collateral or the land, and the lender can then carry out the actions described in the terms and conditions (including repossessing and selling the collateral or the land).

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. In the event of a breach of this agreement or on the enforcement of this agreement, the default fees specified below are payable. The lender may vary these fees and charges in accordance with the terms of this agreement.

Default interest is 10% per annum greater than the annual interest rate provided for in the INTEREST section above calculated daily at the rate of one 365^{th} of the annual default interest rate on the due but unpaid amount while the payment default continues. However, we will not charge you default interest on any amount that has become payable early because of non-payment of any other amount or because of an event that is not a payment default. Default interest shall compound (i.e. it is added to the unpaid balance, on which you pay interest) Weekly.

The default interest rate is 10% per annum which will be charged to your loan account Weekly on the same date as your scheduled instalment.

Default fees

We will also charge to your loan account:

1 Dishonour fee of $8.00 debited if any scheduled payment to the lender is made late, after the date due, or is reversed or is not made.
2 Reminder fee of $21.00 whenever we send you a notice when your loan account has been in arrears five days or more.
3 Repossession warning notice fee of $34.00 whenever we send you a notice advising you of our intention to seize consumer goods that are security for your loan.
4 Repossession fee of $85.00 whenever your loan account enters the stage of repossession.
5 Repossession warrant fee of $247.00 when it is necessary to issue a Repossession Warrant (i.e. documents to be produced on entry to premises for repossession purposes).
6 Post Repossession notice fee of $99.00 whenever we send you a notice after we have seized consumer goods that are security for your loan.
7 Notice of Intent to Dispose fee of $101.00 when we issue you with a Notice of Intent to Dispose of the goods that have been seized.
8 Statement of Account After Sale fee of $111.00 when we issue you with a Statement of Account After Sale following the sale of the consumer goods that have been sold.
9 If you default under this agreement or we take steps to enforce our rights in respect of this agreement, including (but not by way of limitation) Court or Disputes Tribunal proceedings and seizure and sale of collateral or land, we will charge to your loan account all court and tribunal costs and actual **solicitors fees and disbursements (assessed on a solicitor client basis) and debt collection agency commissions, fees and disburseme**nts and the costs and disbursements of repossession agents, valuers, auctioneers, process servers and any agents of the lender plus any other necessary disbursements as those costs are ascertained. In addition, the lender will charge you the cost of doing anything which you have failed to do and which it has done on your behalf.

FULL PREPAYMENT

If you pay the total amount owing in full before the final payment is due (**full prepayment**), you may be required to pay a fee or charge to compensate the lender for a reasonable estimate of the lender's loss resulting from the full prepayment. The lender may have suffered a loss if the lender's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the lender's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the lender for the loss is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004

Administrative Costs/fees of **$43.00** for our staff's work associated in receiving and processing the full prepayment and in discharging or releasing any security.

YOUR RIGHT TO CANCEL

You are entitled to cancel this agreement by giving notice to the lender.

Time limits for cancellation

If this agreement is handed to you directly you must give notice that you intend to cancel within 5 working days of the date it is handed to you.

If this 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 this agreement is mailed to you, you must give the notice within 9 working days after it was posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

How to cancel

To cancel, you must give the lender written notice that you intend to cancel this agreement by—

- giving notice to the lender or an employee or agent of the lender; or
- posting the notice to the lender or an agent of the lender; or
- emailing the notice to the lender's email address (if specified on the front of this disclosure statement); or
- sending the notice to the lender's fax number (if specified on the front of this disclosure statement).

You must also, within the same time, return to the lender any advance and any other property received by you under this agreement.

What you may have to pay if you cancel

If you cancel this agreement, the lender can charge you the amount of any reasonable expenses the lender had to pay in connection with this agreement and its cancellation (including legal fees and fees for credit reports, etc).

If you cancel this agreement, the lender can also charge you interest for the period from the day you received the advance until the day you repay the advance.

WHAT CAN YOU DO IF YOU SUFFER UNFORESEEN HARDSHIP?

If you are unable reasonably to keep up your payments because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to ask us to vary the terms of this Agreement (we call this a **Hardship Variation**).

To apply for a Hardship Variation, you need to:

(a) make an application in writing; and

(b) explain your reasons for the Hardship Variation; and

(c) request one of the following:

- an extension of the term of this Agreement - this means we would reduce the Payment Amount due on each new Payment Date and increase the Number of Payments; or
- a postponement of certain Payment Dates; or
- both of the above – that is, postpone some payments and pay smaller amounts over a longer time period; and

(d) give the application to the lender.

Do this as soon as possible. If you delay for too long in making an application, we may not have to consider your request.

ELECTRONIC COMMUNICATION

You consent to receiving communications from us electronically and you agree that all agreements, notices and disclosures satisfy any legal requirement that such communication be in writing. You agree for the purposes of the Contract and Commercial Law Act 2017 to be bound by any agreement reached through electronic means.

IF THERE IS A DISPUTE ABOUT THIS AGREEMENT

We are a member of the following dispute resolution scheme: Financial Services Complaints Limited
It is free to make a complaint to this independent dispute resolution scheme. The scheme can help you to resolve any disagreement you have with us.
Contact details of our dispute resolution scheme:

Phone:	0800 347 257 or 04472FSCL (04 472 3725)
Website:	www.fscl.org.nz
Business Address:	Financial Services Complaints Limited, P O Box 5967, Lambton Quay, Wellington 6140.

REGISTRATION ON FINANCIAL SERVICE PROVIDERS REGISTER

Our Financial Service Providers Register Number is FSP4261 and our registration name is Future Finance Limited.

GUARANTEE

Loan Contract Number

Borrower Names Borrower's Name(s)

GUARANTOR(S)

Name:	Guarantor's Name(s)
Contact Details:	

By providing an email address, each guarantor consents to receiving all communications from the lender in electronic form.

SECURITY (this is the property subject to a security interest under this guarantee)

Personal Property (Collateral)

A security interest as defined in section 17 of the Personal Property Securities Act 1999 (securing payment of all the money secured and performance of all your obligations under this contract to the extent of the value of the collateral) in

VEHICLE

Make:		VIN Number:	
Model:		Registration No:	
Year:		Chassis/Serial No:	

If the lender repossesses and sells the secured property but the proceeds of sale do not cover the full amount you owe the lender, you may continue to owe the lender money. It will be a default under this contract if you allow someone other than the lender to create a security interest over the collateral or the land, and the lender can then carry out the actions described in the terms and conditions (including repossessing and selling the collateral or the land).

KEY FEATURES OF THIS GUARANTEE

Before signing this guarantee, please note the following:

1 Each guarantor is personally liable (jointly and severally) to pay the total amount owing and to carry out the obligations in the Agreement. The lender may take action against a guarantor to recover all or any part of the guaranteed money without first taking action against the borrower or any other guarantor.

2 Each guarantor remains liable as a guarantor even if their liability has increased as a result of actions or omissions of the borrower without their knowledge or consent and even if the guaranteed money is unenforceable against the borrower or any other guarantor.

3 Each guarantor's right as a guarantor to claim for contribution or reimbursement from the borrower or any other guarantor will be limited until the lender receives the guaranteed money in full.

5 If any guarantor provides personal property (e.g. a vehicle) as security, the guarantor gives important undertakings in relation to that property under this guarantee. That personal property may be repossessed (if the lender does not already hold it) and sold to pay any amount secured by that security.

6 If any guarantor agrees to provide land as security, the lender may lodge a caveat against the title to that land and may also register a mortgage. The terms that will apply to any mortgage that may be registered in favour of the lender over that land are provided together with this guarantee and, under any such mortgage, the lender may sell that land to pay any amount secured by that mortgage. A caveat will prevent the guarantor dealing with the land (for instance, selling or mortgaging the land) without the lender's prior written consent.

7 It is strongly recommended that each guarantor obtains independent legal advice as to their obligations as a guarantor and the lender's rights contained in the Agreement, this guarantee and any related mortgage or other security document. Each guarantor can take the time to obtain advice before signing.

SIGNING

By signing below, each guarantor agrees to the terms of this guarantee, which includes the following terms and conditions (guarantee).

Guarantor's Signature _____ Date _____

Guarantor's Name(s)

TERMS AND CONDITIONS
(GUARANTEE)

Meaning

1 Terms defined in the Agreement have the same meanings where used in this guarantee and in addition:

"Agreement" means the agreement between the lender and the borrower with the loan contract number specified on the front page of this guarantee.

"Borrower" means the borrower(s) under the Agreement and includes their executors, administrators and successors in title.

"Collateral" means the goods and any other personal property (if any) shown on the front page of this guarantee under the heading SECURITY and includes an interest in such goods or other personal property and all attachments, accessories, replacements or spare parts relating to such goods or other personal property, and in addition includes any other personal property that the lender agrees with the guarantor at any time is (or will be) security for the guarantor's obligations under this guarantee.

"Guarantee" means the guarantee and these terms and conditions (guarantee).

"Guarantor" means the guarantor(s) specified on the front page of this guarantee and includes their executors, administrators and successors in title.

"Land" means the land (if any) shown on the front page of this guarantee under the heading SECURITY and includes an interest in such land, and in addition includes any other land that the lender agrees with the guarantor at any time is (or will be) security for the guarantor's obligations under this guarantee.

"Lender" means Future Finance Limited and includes its successors and assigns.

Any expression not described or defined in this guarantee shall have the meaning ascribed to it in the PPSA or the CCCFA unless the context requires otherwise
.
Unless the context prevents it, the singular shall include the plural and the plural include the singular.

Each reference to this guarantee, the Agreement or any other document includes that document as varied or replaced at any time.

Guarantee

2 In consideration of the lender making the loan under the Agreement to the borrower, the guarantor:
- acknowledges that the Agreement requires the borrower to make the payments required under the Agreement from time to time and to pay the total amount owing in full (the **guaranteed money**); and
- absolutely, unconditionally and irrevocably guarantees to the lender payment of the guaranteed money and the performance of the borrower's obligations under the Agreement; and
- acknowledges that if the guarantor owns the collateral and/or land specified in this guarantee, the guarantor has agreed to grant a security interest and/or mortgage in that property to the lender (meaning that the lender may become entitled to repossess and sell that property).

3 The guarantor, on demand by the lender, is liable for the payment of the guaranteed money and for the performance of the terms of the Agreement as if the guarantor were a principal debtor to the lender (save that any statutory clauses for the benefit of a principal debtor only shall not be interpreted for the benefit of the guarantor) and not as a surety. As a separate obligation, the guarantor absolutely, unconditionally and irrevocably indemnifies the lender in respect of any failure by the borrower(s) to pay all or any part of the guaranteed money or perform the borrower(s)' obligations under the Agreement. The lender may demand payment from the guarantor without first enforcing payment against the borrower(s).

4 The guarantor shall not be released from its obligations under this guarantee nor have its liability reduced by any lack of legal capacity or other reason which would result in the Agreement not being enforceable against, or any moneys not being recoverable from, the borrower(s) or (if there is more than one guarantor) from another guarantor. No waiver, giving of time, indulgence, compromise, failure or delay in exercising remedies, increase in the guaranteed money, amendment of the Agreement, variation of security or failure to register or validly register any mortgage of land or personal property security interest or other dealings by the lender with the borrower(s) or (if there are two or more guarantors) with any other guarantor nor the bankruptcy of the borrower(s) shall release the guarantor from any obligation or affect its liability to pay any sum. The lender will have no liability to the guarantor in respect of any of these matters or things, even if the guarantor's rights have been prejudiced as a result. Without prejudice to paragraph 2 of this guarantee, the guarantor waives all defences which might be available to a surety.

5 Until the lender has received full payment of the guaranteed money (and subject to such payments being valid and not subject to claw-back by a liquidator or otherwise), the guarantor may not (i) take, accept or hold any guarantee or security interest from the borrower(s) or any other guarantor (if applicable); (ii) take steps to recover (whether directly, or by set-off, counterclaim or otherwise), accept money or other property, or exercise or enforce rights in respect of amounts the borrower(s) or any other guarantor (if

applicable) owed to the guarantor; or (iii) take, accept, hold or claim any right to contribution, reimbursement or indemnity from the borrower(s) or any other guarantor (if applicable).

6 Subject to paragraph 9 of this guarantee, the guarantor's rights of subrogation and of indemnity against the borrower(s) and (if there are two or more guarantors) contribution against any other guarantor shall not arise until the lender has received payment in full of the guaranteed money and all the borrower(s)' obligations under the Agreement have been performed.

7 This guarantee is for the benefit of, and may be enforced by, any person for the time being entitled to payments of the guaranteed money and an assignment of the lender's rights under the Agreement shall not release the guarantor from liability.

8 The guarantor shall pay the guaranteed money to the lender upon demand without deduction or withholding for any purpose whether by way of set-off, counter-claim or otherwise.

9 If any payment from the borrower(s) is set aside or avoided for any reason whether by statute or otherwise then (i) such payment shall be deemed not to have been made; (ii) the liability and obligations of the guarantor shall be the same as if no such payment had been made; and (iii) if this guarantee or any security provided by the guarantor has been released or discharged, the guarantor shall notwithstanding be liable for such payment.

10 The guarantor will pay to the lender all legal costs (calculated as between solicitor and own client) and other costs, fees and charges howsoever incurred by the lender in recovering (or attempting to recover) payment of any monies due whether from the borrower(s) or the guarantor.

11 The lender shall not be bound to dispute any claim by the Official Assignee in the event of the borrower(s)' bankruptcy, entry into the No Asset Procedure or becoming subject to a Summary Instalment Order under the Insolvency Act 2006.

12 This guarantee shall continue in force notwithstanding that the borrower(s) may not be in debt or may be in credit from time to time and shall remain in force until discharged in writing by the lender. The lender may delay providing a release or discharge until satisfied that any payment is unlikely to be made void but in any event any release or discharge shall be conditional on no payment to the lender subsequently being avoided or set aside on the liquidation or bankruptcy of the borrower(s).

13 This guarantee is in addition to, and enforceable independently of any other guarantee, security or other agreement.in favour of the lender.

Security interest

14 If the guarantor is shown as the owner of collateral on the front page of this guarantee under the heading SECURITY, the guarantor grants to the lender a security interest over the relevant collateral. Each security interest granted by the guarantor secures payment to the lender of the guaranteed money and also secures the guarantor's performance of all other terms of this guarantee. The guarantor promises to the lender that the guarantor owns the relevant collateral and that there is no security interest in the relevant collateral other than that granted by this guarantee which the guarantor has not disclosed in writing to the lender prior to signing this guarantee.

15 If the guarantor is shown as the owner of land on the front page of this guarantee under the heading SECURITY, the guarantor grants to the lender a charge over the land and agrees (if required by the lender at any time) to execute in favour of the lender and at the cost of the guarantor a registrable mortgage over that land. Such a mortgage shall be in an all obligations form published by the Auckland District Law Society so as to incorporate memorandum number 2011/4301 or, at the lender's option, any form to the same or similar effect reasonably required by the lender and the terms of the relevant memorandum shall be incorporated into this guarantee and the priority figure for the purposes of section 92(1) of the Property Law Act 2007 shall be (a) twice the total amount of payments shown in the PAYMENTS section of the Agreement's disclosure statement plus interest or (b) twice the total advances specified under the Agreement plus $50,000 plus interest whichever is the greater or such lesser amount as the lender may decide (acting reasonably). The mortgage will secure payment to the lender of the guaranteed money and also secures the guarantor's performance of all other terms of this guarantee. The lender may choose not to register a mortgage but may choose to register a caveat. A caveat will prevent the guarantor dealing with the land (for instance, selling or mortgaging the land) without the lender's prior written consent.

16 The guarantor must:

- store any collateral which is goods at the guarantor's address shown in this guarantee or at the most recent address provided by the guarantor under clause 25 and in any event the guarantor may not move any collateral goods from one address to another while there is any default under the Agreement or this guarantee without the written consent of the lender. The guarantor must not allow any collateral goods to

be stored elsewhere nor any collateral to be taken out of New Zealand;
- care for and maintain collateral in good saleable condition and comply with any laws relating to its ownership and use;
- not use any collateral in any dangerous or illegal activity or for any purpose for which it was not intended;
- if any collateral is a motor vehicle, repair damage to panels, bumper lights, windows and other exterior and interior surfaces and paint work when such damage occurs and ensure that the vehicle is at all times registered and not only has a warrant of fitness but is in a condition that will enable a warrant of fitness to be issued for it; and
- not use any collateral motor vehicle or motor boat for motor sport activity such as (without limitation) racing, rallying, speed or time trials or (and in particular) so that any driver or owner of a collateral motor vehicle receives a written caution under section 129B of the Sentencing Act 2002.

17 If the guarantor obtains consumer goods in future and those consumer goods are replacements for consumer goods specifically identified in this guarantee as collateral, the guarantor must appropriate those goods to the lender's security interest and must provide any serial numbers for those goods as may be necessary to enable or assist registration.

18 The guarantor must not:
- do anything or allow anything to happen which may impair, challenge or undermine the guarantor's ownership of collateral or the lender's security interest in collateral;
- grant any other security interest over collateral nor allow any lien to be created over it nor dispose of nor allow the disposal of collateral by sale or gift or lease or in any other way nor cause nor allow collateral to be taken out of the possession of the guarantor who owns it, nor destroyed, damaged, endangered, disassembled, removed from the place where the guarantor is required to keep it nor concealed from the lender; or
- obtain any personalised registration plate on any collateral motor vehicle nor otherwise alter or remove any collateral serial number unless the guarantor first obtain the lender's consent in writing,

and in any event, if any of these acts or omissions occur, the guarantor must immediately advise the lender in writing.

19 The lender may take possession of the collateral for the purposes of perfecting its security interest under the PPSA.

20 The guarantor must insure or procure the insurance of the collateral to its full insurable value with a reputable insurer and keep them insured against fire, accident, theft, flood and storm (and any other risks as the lender may require) both in the names of the lender and in the names of the owners for the lender's and the owners' respective interests, with all payments, in the event of a claim, to be made to the lender (and the lender will account to the guarantor for any amount received by it in excess of the guaranteed money or otherwise payable by the guarantor). The guarantor must not do or allow any act or omission which causes the insurance to be invalidated or cancelled or which may cause the insurer to refuse payment. The guarantor must provide premium receipts and an insurance company certificate of the insurance if required by the lender. The lender may apply the proceeds in repayment of the guaranteed money even though it has not yet fallen due.

21 The guarantor must not use any collateral for any criminal purpose including, without limitation, the commission of an offence under the Misuse of Drugs Act 1975 or any replacement Act.

22 The guarantor waives the guarantor's right to receive a verification statement following registration of any security interest and if any of the collateral is not consumer goods, none of sections 133 of the PPSA will apply to any dealings with that collateral under this guarantee and the guarantor waive any rights with respect to that collateral under sections 116, 120(2), 121, 125 (if the debtor is in possession), 127, 129 and 131 of the PPSA.

23 The guarantor agrees that the lender may, on behalf of the guarantor, take any steps (including making any payments) that the lender reasonably considers necessary to arrange or maintain insurance as required under or in connection with this guarantee, or to pay all rates, levies and charges relating to any land or collateral, if the guarantor has failed to do so.

24 The guarantor must maintain a landline or cellular telephone connection

25 The guarantor must not change their name, physical or email address or their landline or cellular telephone number without first giving the lender five working days written notice of their intention to do so and of the replacement name, address or landline or cellular telephone number. The lender may write to the guarantor at the last address provided by the guarantor to the lender.

26 If the guarantor defaults under any obligation under this guarantee or any related mortgage or other security document, then (subject to applicable law):

- The lender may, by notice to the guarantor, declare the guaranteed money to be due and payable immediately.
- The security given under this guarantee will become immediately enforceable (see clause 27 below), and the lender also has all other rights given to the lender by law and in this guarantee, the Agreement or any other agreement (including any mortgage or other security document).

27 Following a default under this guarantee, the lender may, subject at all times to applicable law:
- take possession of the collateral and for such purposes the guarantor irrevocably gives to the lender the right and licence for its agents to enter any premises where the lender may reasonably believe the collateral may be situated (whether or not the guarantor or any other person is present);
- sell the collateral by auction or otherwise in any manner and in all respects (including, without restricting the generality of the power, the right to buy in, give credit and allow payment over time) as if the lender were the unencumbered owner; and
- exercise any other rights as if the lender were the owner of the collateral,

and the guarantor will do everything necessary to enable the lender to effect (and if applicable to register and otherwise publicly record) the sale, including the signing of all necessary transfers, assignments and other documents and including the make of any necessary decisions or resolutions. On such sale the receipt of the lender or its agent will be sufficient discharge to the purchaser for the purchase money and no purchaser shall be bound to investigate the propriety or regularity of any such sale or be affected by any notice express or constructive that such sale is improper or irregular.

General

28 Where the Agreement is signed or is intended to be signed by more than one person as guarantor, the expression "the guarantor" includes all such persons and the liability of the guarantor under this guarantee is the joint and several liability of such persons notwithstanding the failure of any other guarantor to sign. Any demand made by the lender to any one or more of the persons so jointly and severally bound is deemed to be a demand made to all such persons.

29 The guarantor and the lender consent to using, providing and accepting information in electronic form in accordance with Part 4 of the Contract and Commercial Law Act 2017. The guarantor further consents to accessing this guarantee plus any other agreements between the guarantor and the lender by electronic means (including, subject to the requirements of the CCCFA and other applicable law, the guarantor's linking to the lender's website or otherwise obtaining the information by means of the Internet).

30 The guarantor irrevocably authorises any person to provide the lender with such information about the guarantor and the guarantor's affairs as the lender may request as part of its administration and enforcement of this guarantee and further irrevocably authorise the lender to hold all information it so obtains and obtains from the guarantor and use it (which may include providing it to any third party including the borrower and any other guarantor) for the purposes of such administration and enforcement and for supplying the borrower and the guarantor with information about services offered by the lender. Any such information will be collected, used, stored and disclosed in accordance with the lender's privacy policy and privacy waiver made available to the guarantor. The guarantor must provide the lender with ongoing information and any associated document requested by the lender relating to the guarantor's financial status or to any collateral or land.

31 To the extent allowed by law, the lender may from time to time without notice set off against any claim or demand which the guarantor may have any debt owed by the guarantor or claim or demand which the lender may have against the guarantor.

32 The lender may appropriate any payment received from the guarantor or money which is proceeds of the sale of any collateral or land against any debt secured by that collateral in any manner that the lender may reasonably decide, notwithstanding any appropriation the guarantor claims to have made.

33 No amendment to this guarantee shall have any effect unless in writing and signed by the guarantor and a manager of the lender. The lender may exercise all or any right, power or remedy at any time and failure to do or delay in doing so shall not constitute a waiver unless the lender grants it in writing and a continuous breach shall only be waived if the lender specifies that the waiver is continuous. Waiver of one right power or remedy is not waiver of another.

34 The guarantor agrees that the lender may assign or transfer any of its rights or obligations under this guarantee without the guarantor's further specific consent (and, to the fullest extent permitted by law, without notice) at any time, provided such assignment is not likely to cause the guarantor detriment. The guarantor may not assign or transfer any of the guarantor's rights or obligations under this guarantee without our prior written consent.

35 This guarantee is governed by New Zealand law and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.

GUARANTEED ASSET PROTECTION WAIVER
REPAYMENT WAIVER – GOLD AGREEMENTS

LOAN DETAILS

Loan Number	Total Advanced	Waiver Term (months)		

THE BORROWER(S)

Name:	Borrower's Name(s)
Contact Details:	

THE GUARANTOR(S)

Name:	Guarantor's Name(s)
Contact Details:	

Guaranteed Asset Protection Waiver

VEHICLE

Make:		VIN Number:	
Model:		Registration No:	
Year:		Chassis/Serial No:	

Future Finance Limited agrees to provide the benefits of this GAP Waiver subject to the upkeep of payment of loan instalments per the loan agreement, and the definitions, exclusions and conditions of this GAP Waiver Agreement.

DECLARATION

I/We, the Borrower(s)/Guarantor(s), acknowledge that entering into this Guaranteed Asset Protection (GAP) Waiver Agreement is optional.

Before entering into this GAP Waiver Agreement, I/We acknowledge and promise that I/We have disclosed to Future Finance Limited all material facts. A material fact is one that may influence Future Finance Limited's decision whether or not to accept providing this GAP Waiver Agreement and, if so, on what terms and conditions and for what fee. If any material fact has not been disclosed Future Finance Limited may be entitled to avoid its obligation under this Waiver Agreement and reject any claim.

I/We declare that I/We have read the GAP Waiver Agreement and understand its terms and conditions as they apply to me/us and that this Waiver is suitable for my/our personal requirements.

The benefit of the GAP Waiver is listed in a separate document attached under the heading "GAP Waiver Benefits" and are subject to the conditions and exclusions listed in the GAP Waiver Terms and Conditions.

Repayment Waiver – Gold

Loan Party Covered:	Borrower's Name(s)

The purpose of this Gold Repayment Waiver Agreement is to waive payments of some of the amount owed under the Loan Agreement if, before Your 70th birthday, You die, or are unable to work due to total disability, or redundancy.

Future Finance Limited agrees to provide the benefits of this Repayment Waiver subject to the upkeep of payment of loan instalments per the loan agreement, and the definitions, exclusions and conditions of this Repayment Waiver Agreement.

DECLARATION

I/We, the Borrower(s)/Guarantor(s), acknowledge that entering into this Repayment Waiver Agreement is optional.

I/We declare that I/We have read the Repayment Waiver Agreement and understand the Gold Level selected and its terms and conditions as they apply to me/Us and that the Waiver Agreement provided is suitable for my/our personal requirements

I/We declare that I am/We are actively employed and regularly performing all the Usual duties of Full Time Employment (as defined in this agreement) and that I am/We are in good health and unaware of any illness, disease or physical defect, which could result in a claim and understand that any pre-existing medical conditions for which medical advice, consultation or treatment was required preceding the commencement date of this Waiver is not covered by the Repayment Waiver Agreement.

The benefits of the Repayment Waiver are listed in a separate document attached under the heading “Repayment Waiver Benefits” and are subject to the conditions and exclusions listed in the Repayment Waiver Terms and Conditions.

TERMS AND CONDITIONS (CONSUMER CREDIT CONTRACT)

The following terms and conditions apply to this agreement. We strongly recommend that you obtain legal advice on these terms and conditions before you sign this agreement.

Meaning

1 The following terms have their defined meanings where used anywhere in this agreement:

"Agreement" includes the loan and security agreement (incorporating disclosure statement) between you and the lender and these terms and conditions (consumer credit contract).

“Borrower" or “you” means the person(s) shown as borrower(s) in the disclosure statement and includes their/your executors, administrators and successors in title.

“CCCFA” means the Credit Contracts and Consumer Finance Act 2003.

“Collateral” means the goods and any other personal property (if any) described in the disclosure statement in the WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS? section and includes an interest in such goods or other personal property and all attachments, accessories, replacements or spare parts relating to such goods or other personal property, and in addition includes any other personal property that we agree with you at any time is (or will be) security for your obligations under this agreement.

“Default” under this agreement has the meaning given to that term in clause 21.

"Disclosure statement" means the disclosure statement incorporated in the loan and security agreement (incorporating disclosure statement) between you and the lender.

“Guarantor” means the person shown as guarantor in this agreement and the attached guarantee and includes their executors, administrators and successors in title.

“Land” means the land (if any) shown in the disclosure statement in the WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS? section and includes an interest in such land, and in addition includes any other land that we agree with you at any time is (or will be) security for your obligations under this agreement.

"Lender" or "we" means Future Finance Limited and includes our successors and assigns.

"Loan" means the total advances made, or to be made, to you under this agreement.

“Own” includes “having an interest in” and “owner” is interpreted accordingly.

"Payment date" means each payment date specified in the disclosure statement.

“Person” includes an organisation as defined in the PPSA.

“PPSA” means the Personal Property Securities Act 1999.

"Total amount owing" means the Unpaid Balance, plus all accrued but unpaid and uncapitalised interest, fees and charges, and all other amounts owing under this agreement.

"Unpaid balance" means the unpaid principal balance outstanding under this agreement (which includes the unpaid amount of each advance and all capitalised interest, fees and charges).

“Working day” has the same meaning it does in the CCCFA.

Each gender shall include other genders.

All obligations on your part are joint and several.

Any expression not described or defined in this agreement shall have the meaning ascribed to it in the PPSA or the CCCFA unless the context requires otherwise.

Unless the context prevents it, the singular shall include the plural and the plural include the singular.

Each reference to this agreement or any other document includes that document as varied or replaced at any time.

Repayment Waiver

2 If you have signed the Finance Application acknowledging and agreeing to the optional Repayment Waiver Agreement Appendix, including the Repayment Waiver Benefits and Repayment Waiver Terms and Conditions, to the standard terms of the consumer credit contract and you have paid the repayment waiver fee referred to in the credit details of the disclosure statement the clauses in the Repayment Waiver Agreement Appendix apply. The Repayment Waiver Agreement Appendix states the level of Repayment Waiver that has been selected.

GAP Waiver

3 If you have signed the Finance Application acknowledging and agreeing to the optional Guaranteed Asset Protection Waiver Agreement Appendix, including the Repayment

Waiver Benefits and Repayment Waiver Terms and Conditions, to the standard terms of the consumer credit contract and you have paid the GAP Waiver fee referred to in the credit details of the disclosure statement the clauses in the GAP Waiver Agreement Appendix apply.

Purpose

4 If you are borrowing money from the lender for any purpose advised to the lender, you must apply the money to that purpose and the lender may pay the money directly to the seller of any property if a purpose of this agreement is that purchase. The lender may impose such conditions on the payment or on the application of the money as it sees necessary (acting reasonably) to protect any security interest it may have or to ensure that the loan is applied in accordance with your advice to the lender.

Payments

5 You must make all payments required in accordance with the terms of this agreement when due without any deduction or withholding for any purpose whether by way of set-off or counter-claim or otherwise and in such manner as the lender requires (acting reasonably).

6 You must pay to the lender when due:

6.1 on each payment date, the relevant amount shown in the PAYMENTS section of the disclosure statement;

6.2 the lender's credit fees shown in the CREDIT FEES section of the disclosure statement as and when due;

6.3 any early repayment fee provided for in the FULL PREPAYMENT section of the disclosure statement; and

6.4 the lender's default fees and default interest shown in the DEFAULT INTEREST CHARGES AND DEFAULT FEES section of the disclosure statement as and when due; and

6.5 the total amount owing on the final payment date shown in the PAYMENTS section of the disclosure statement (or any earlier date on which the total amount owing is declared due and payable under clause 21).

Early repayment

7 You may repay the total amount owing in full before it is due. However, you must also pay the lender the administrative costs arising from the full prepayment. The lender may also charge you a fee representing a reasonable estimate of its loss arising from the full prepayment. The lender may be required to deduct from the amount required for full prepayment a proportionate rebate in respect of any relevant credit-related insurance or waivers. The lender's method of calculating its loss is set out in the "FULL PREPAYMENT" section of the disclosure statement.

8 If you make any part prepayment the lender may accept the part prepayment and credit it in accordance with the schedule of payments showing in the PAYMENTS section of the disclosure statement. The lender may also decline to accept any part prepayment but, if it accepts it, the lender may charge you administrative costs associated with the part prepayment. These costs are set out in the disclosure statement in the "**CREDIT FEES**" section.

Grant of security interest in collateral

9 If you are shown as the owner of collateral in the WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS? section of the disclosure statement, you grant to the lender a security interest over the relevant collateral . Each security interest granted by you secures payment to the lender of the total amount owing and also secures your performance of all other terms of this agreement. You promise to the lender that you own the relevant collateral and that there is no security interest in the relevant collateral other than that granted by this agreement which you have not disclosed in writing to the lender prior to signing this agreement.

Agreement to mortgage land

10 If you are shown as the owner of land in the WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS? section of the disclosure statement, you grant us a charge over the land and agree (if required by the lender at any time) to execute in favour of the lender and at the cost of the borrowers a registrable mortgage over that land. Such a mortgage shall be in an all obligations form published by the Auckland District Law Society so as to incorporate memorandum number 2011/4301 or, at the lender's option, any form to the same or similar effect reasonably required by the lender and the terms of the relevant memorandum shall be incorporated into this agreement and the priority figure for the purposes of section 92(1) of the Property Law Act 2007 shall be (a) twice the total amount of payments shown in the PAYMENTS section of the disclosure statement plus interest or (b) twice the total advances plus $50,000 plus interest whichever is the greater or such lesser amount as the lender may decide. The mortgage will secure payment of the total amount owing and the performance of all other terms of this agreement. The lender may choose not to register a mortgage but may choose to register a caveat.

Security Interest in Collateral

11 You must:

11.1 store any collateral which is goods at the address shown as that of its owner in the disclosure statement or at the most recent address provided by you under clause 20 and in any event you may not move any collateral goods from one address to another while you are in default without the written consent of the lender. You must not allow any

collateral goods to be stored elsewhere nor any collateral to be taken out of New Zealand;

11.2 care for and maintain collateral in good saleable condition and comply with any laws relating to its ownership and use;

11.3 not use any collateral in any dangerous or illegal activity or for any purpose for which it was not intended;

11.4 if any collateral is a motor vehicle, repair damage to panels, bumper lights, windows and other exterior and interior surfaces and paint work when such damage occurs and ensure that the vehicle is at all times registered and not only has a warrant of fitness but is in a condition that will enable a warrant of fitness to be issued for it; and

11.5 not use any collateral motor vehicle or motor boat for motor sport activity such as (without limitation) racing, rallying, speed or time trials or (and in particular) so that any driver or owner of a collateral motor vehicle receives a written caution under section 129B of the Sentencing Act 2002.

12 If you obtain consumer goods in future and those consumer goods are replacements for consumer goods specifically identified in this agreement as collateral, you must appropriate those goods to the lender's security interest and must provide any serial numbers for those goods as may be necessary to enable or assist registration.

13 You must not:

13.1 do anything or allow anything to happen which may impair, challenge or undermine any borrower's ownership of collateral or the lender's security interest in collateral;

13.2 grant any other security interest over collateral nor allow any lien to be created over it nor dispose of nor allow the disposal of collateral by sale or gift or lease or in any other way nor cause nor allow collateral to be taken out of the possession of the borrower who owns it, nor destroyed, damaged, endangered, disassembled, removed from the place where you are required to keep it nor concealed from the lender; or

13.3 obtain any personalised registration plate on any collateral motor vehicle nor otherwise alter or remove any collateral serial number unless you first obtain the lender's consent in writing,

and in any event, if any of these acts or omissions occur, you must immediately advise the lender in writing.

14 The lender may take possession of the collateral for the purposes of perfecting its security interest under the PPSA.

15 You must insure or procure the insurance of the collateral to its full insurable value with a reputable insurer and keep them insured against fire, accident, theft, flood and storm (and any other risks as the lender may require) both in the names of the lender and in the names of the owners for the lender's and the owners' respective interests, with all payments, in the event of a claim, to be made to the lender (and the lender will account to you for any amount received by it in excess of the total amount owing or otherwise payable by you). You must not do or allow any act or omission which causes the insurance to be invalidated or cancelled or which may cause the insurer to refuse payment. You must provide premium receipts and an insurance company certificate of the insurance if required by the lender. The lender may apply the proceeds in repayment of the total amount owing even though it has not yet fallen due.

16 You must not use any collateral for any criminal purpose including, without limitation, the commission of an offence under the Misuse of Drugs Act 1975 or any replacement Act.

17 You waive your right to receive a verification statement following registration of any security interest and if any of the collateral is not consumer goods, none of sections 133 of the PPSA will apply to any dealings with that collateral under this agreement and you waive any rights with respect to that collateral under sections 116, 120(2), 121, 125 (if the debtor is in possession), 127, 129 and 131 of the PPSA.

Undertakings

18 You must maintain a landline or cellular telephone connection

19 You must not change your name, physical or email address or your landline or cellular telephone number without first giving the lender five working days written notice of your intention to do so and of the replacement name, address or landline or cellular telephone number. The lender may write to you at the last address provided by you to us.

Default

20 If:

20.1 you commit any act of bankruptcy, enter into the No Asset Procedure or without the lender's consent become subject to a summary instalment order;

20.2 any chattels included in the collateral are at risk, as defined in section 83E of the CCCFA;

20.3 you breach clause 14 or clause 15 of this agreement;

20.4 you default in payment of any money for 5 working days after it is due under this agreement; or

20.5 you continue any other default under this agreement for 8 working days after the posting of any notice of that default to you (or 5 working days if such notice is sent by electronic means),

it will be a default under this agreement and (subject to applicable law, including our obligations as a responsible lender):

20.6 The lender may, by notice to you, declare the total amount owing to be due and payable to the lender immediately. The lender may call up that money even although the time for payment has not yet been reached.

20.7 The security given under this agreement will become immediately enforceable (see clause 22 below), and the lender also has all other rights given to us by law and in this agreement or any other agreement (including any mortgage or other security document).

21 In the event of a default in payment under this agreement and while the default continues, you shall pay to the lender default interest on the due but unpaid amount. However, we will not charge you default interest on any amount that has become payable early because of non-payment of any other amount or because of an event that is not a payment default. Default interest shall compound Weekly. This is further described in the DEFAULT INTEREST CHARGES AND DEFAULT FEES section of the disclosure statement.

Repossession and sale of collateral

22 Following a default under this agreement, the lender may, subject at all times to applicable law:

22.1 take possession of the collateral and for such purposes you irrevocably give to the lender the right and licence for its agents to enter any premises where the lender may reasonably believe the collateral may be situated (whether or not you or any other person is present);

22.2 sell the collateral by auction or otherwise in any manner and in all respects (including, without restricting the generality of the power, the right to buy in, give credit and allow payment over time) as if the lender were the unencumbered owner; and

22.3 exercise any other rights as if the lender were the owner of the collateral,

and you will do everything necessary to enable the lender to effect (and if applicable to register and otherwise publicly record) the sale, including the signing of all necessary transfers, assignments and other documents and including the make of any necessary decisions or resolutions. On such sale the receipt of the lender or its agent will be sufficient discharge to the purchaser for the purchase money and no purchaser shall be bound to investigate the propriety or regularity of any such sale or be affected by any notice express or constructive that such sale is improper or irregular.

Electronic communications

23 You and the lender consent to using, providing and accepting information in electronic form in accordance with Part 4 of the Contract and Commercial Law Act 2017. You further consent to accessing the disclosure statement and operative terms of this agreement plus any other agreements between you and the lender by electronic means (including, subject to the requirements of the CCCFA and other applicable law, your linking to the lender's website or otherwise obtaining the information by means of the Internet).

No discharge

24 You shall not be released from your obligations under this agreement or have your liability reduced by any lack of legal capacity or other reason which would result in this agreement not being enforceable against or any moneys not being recoverable from any other person nor by virtue of any security becoming all or partly void or unenforceable for any reason whatsoever.

Further information

25 You irrevocably authorise any person to provide the lender with such information about you and your affairs as the lender may request as part of its administration and enforcement of this agreement and further irrevocably authorise the lender to hold all information it so obtains and obtains from you and use it (which may include providing it to any third party including any guarantor) for the purposes of such administration and enforcement and for supplying you and the guarantor with information about services offered by lender. Any such information will be collected, used, stored and disclosed in accordance with the lender's privacy policy and privacy waiver made available to you. You must provide the lender with ongoing information and any associated document requested by the lender relating to your financial status or to any collateral or land.

26 You further promise that (a) there is (and through the term of this agreement, there will be) no information that a reasonable lender in the lender's position would wish to be aware of before or during the term of this agreement that the borrower has not disclosed or will not disclose to the lender and (b) all information provided by you or on your behalf to enable the lender to decide whether or not to lend to you is true and correct.

Set-off

27 To the extent allowed by law, the lender may from time to time without notice set off against any claim or demand which you may have any debt owed by you or claim or demand which the lender may have against you.

Commission

28 The lender may receive commission on any insurance or repayment waiver included in this agreement or subsequently arranged.

Appropriation of payments

29 The lender may appropriate any payment received from you or money which is proceeds of the sale of any collateral or land against any debt secured by that collateral in any manner that the lender may reasonably decide, notwithstanding any appropriation you claim to have made.

Amendments and waivers

30 Except as described in clause 32 below, no amendment to this agreement shall have any effect unless in writing and signed by you and a manager of the lender. The lender may exercise all or any right, power or remedy at any time and failure to do or delay in doing so shall not constitute a waiver unless the lender grants it in writing and a continuous breach shall only be waived if the lender specifies that the waiver is continuous. Waiver of one right power or remedy is not waiver of another.

31 The lender can at any time (without your prior agreement) change the amount, frequency, time for payment, or method of calculation of any fee or charge payable under this agreement, by giving you notice as required by law.

Assignment

32 You agree that the lender may assign or transfer any of its rights or obligations under this agreement without your further specific consent (and, to the fullest extent permitted by law, without notice) at any time, provided such assignment is not likely to cause you detriment. You may not assign or transfer any of your rights or obligations under this agreement without our prior written consent.

Governing Law

33 This agreement is governed by New Zealand law and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.

GUARANTEED ASSET PROTECTION WAIVER

Our Guaranteed Asset Protection (**GAP**) Waiver product is an optional product you may purchase (for a fee) when you take out a loan with us using your vehicle(s) as security. If you choose to purchase and finance a GAP Waiver from us, it will be added to the principal amount payable by you under your Loan Agreement and to which interest applies (as calculated in accordance with your Loan Agreement).

GAP WAIVER BENEFITS

If you choose to purchase a GAP Waiver from us, in the event of a total loss of your Vehicle we will:

1. Reduce the total amount owing on your loan (as specified in your Loan Agreement) by the amount of the Waiver Benefit corresponding to your Loan Advance (defined below). In the event your total amount owing at the date of your claim is less than the amount of your Waiver Benefit, we will waive the entire total amount owing. Details of the Waiver Benefits provided by us as part of the GAP Waiver are detailed in the table below.
2. Where there is more than one Vehicle listed as security under your Loan Agreement, all Vehicles will be eligible under the GAP Waiver but we will accept only one valid GAP Waiver claim throughout the term of your GAP Waiver Agreement.

The fees that will be payable by you for the GAP Waiver are set out in your Application Form.

YOUR WAIVER BENEFIT (All sums are GST inclusive)	
Loan Advance	**Maximum Waiver Benefit**
$0 - $2,999	$1,500
$3,000 - $4,999	$2,000
$5,000 - $9,999	$2,500
$10,000 onwards	$3,500

Your ability to access the benefits of the GAP Waiver product you have purchased from us will be strictly subject to the terms and conditions set out below and in your Application Form and Loan Agreement.

Please read the terms and conditions (including the exclusions) carefully before purchasing our GAP Waiver to ensure that the product is appropriate for your individual situation, and that you do not already have similar cover from your insurance.

GAP WAIVER TERMS AND CONDITIONS

Terms used in this GAP Waiver Agreement have the meanings defined at the end of these terms and conditions (if applicable).

CONDITIONS

This GAP Waiver Agreement (and the benefits granted under it) are conditional on you: (i) having provided all information material to the GAP Waiver and benefits under this GAP Waiver Agreement, and all such information being accurate and up to date; and (ii) making payment of the GAP Waiver fees set out in your Application Form.

This GAP Waiver Agreement begins on the Commencement Date and terminates on the first of the following to occur of:

- On completion of the number of months from loan commencement as specified as the Waiver Term.
- The date the Loan Agreement terminates if you pay off the loan early.
- The date a claim under this GAP Waiver Agreement is accepted by us.
- The date you no longer own the Vehicle(s).

You may be required to refund any Waiver Benefits overpaid by us pursuant to this GAP Waiver Agreement.

This GAP Waiver Agreement has no cash value if it is surrendered by you or cancelled outside of the relevant cancellation period specified below. However, if you prepay the Loan Agreement in full early, we will rebate the unused portion of the GAP Waiver Fee paid by you (in accordance with applicable law). The rebated amount will be included in the early settlement figure issued pursuant to your Loan Agreement.

If you want to cancel this GAP Waiver Agreement you must give written notice to us.

Subject to applicable law, you will not receive any rebate of the GAP Waiver fees paid by you unless you cancel this GAP Waiver Agreement in accordance with the following timeframes:

- If the GAP Waiver Agreement documents are handed to you directly you must give written notice to us that you intend to cancel within 3 working days after you receive the documents.
- If the GAP Waiver Agreement documents are sent to you by electronic means (for example, email) you must give written notice to us that you intend to cancel

within 5 working days after the electronic communication is sent.

- If the GAP Waiver Agreement documents are mailed to you, you must give written notice to us that you intend to cancel within 7 working days after they were posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

You may not transfer the ownership or benefit of this GAP Waiver Agreement to any other person.

EXCLUSIONS

No Waiver Benefits will be granted to you if you cannot provide us with reasonably satisfactory proof of the Total Loss of the Vehicle.

No GAP Waiver benefits will be granted to you if the Total Loss arises directly or indirectly from, or is otherwise directly or indirectly caused by or results from:

1. Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection, military or usurped power, nuclear weapons material, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste.
2. Earthquake, volcanic eruption, tsunami or other seismic event.
3. A deliberate or criminal act by you.
4. Engagement in any competitive motor-racing of any kind.

MAKING A CLAIM

If the following requirements are not fulfilled within the relevant timeframes, we may (in our sole discretion but acting reasonably) decline your GAP Waiver claim.

To make a claim you must complete a claim form (in the form made available by us) and provide us with all the information we reasonably require and that would otherwise be relevant to the claim being made by you. You must send your claim to us together with any documents or letters you have received from other people in connection with the claim. The completed claim form and associated information must be sent to us as soon as possible, and no later than 60 days after the event giving rise to the claim.

A claim form may be obtained from us by calling 0800 25 10 10 or writing to P O Box 2056, Hastings 4153.

You must assist us with your claim in any way we reasonably request. To assess your claim we may also require other documentation or Statutory Declarations from you depending on the circumstances of your claim, which you must provide at your own expense. We will ask for this documentation if reasonably required.

PRIVACY ACT

In addition to the privacy disclosures made to you separately in connection with the Loan Agreement, pursuant to the Privacy Act 2020, the following information is provided for your benefit:

- The GAP Waiver Agreement collects personal information about you.
- The intended recipient of the information is us.
- The information is being collected by and held by us.
- Your failure to provide reasonably requested information may result in the application for a GAP Waiver being declined, or the Waiver Benefits being void from the beginning.
- You have rights of access to, and correction of, this information subject to the provision of the Privacy Act 2020.

DEFINITIONS

Wherever used in this GAP Waiver Agreement the following words and expressions have the following meaning:

We, our and us:	Future Finance Limited and our successors and assigns.
You and your:	The person(s) named in the GAP Waiver Agreement as being the person to whom the Waiver applies and includes your executors, administrators and successors in title.
Application Form:	The document you executed opting-in to purchase a GAP Waiver, which sets out the fees payable by you for your GAP Waiver.
Commencement Date:	The later of: (i) the date the funds are advanced by us (under your Loan Agreement); and (ii) the date you signed your GAP Waiver Agreement.
GAP Waiver:	The guaranteed asset protection waiver product purchased by you pursuant to a GAP Waiver Agreement.
GAP Waiver Agreement:	The Application Form executed by you, together with these GAP Waiver Benefits and GAP Waiver Terms and Conditions]]
Loan Advance:	The total of all advances listed in the Total Advance section of the Disclosure Statement of the Loan Agreement less the fees payable by you for the GAP Waiver.

Loan Agreement:	The loan agreement you entered into with us and which relates to this GAP Waiver Agreement.
Total Loss:	A claim on the Vehicle Insurance Policy where the Vehicle insurer has declared the Vehicle a Total Loss because the Vehicle is uneconomical to repair or it has been stolen and not found; OR where the Vehicle is uninsured it has been stolen and not found within 30 days or damaged resulting in no value or minimal scrap value.
Vehicle:	The Vehicle(s) described in the Loan Agreement.
Waiver Term:	The number of months specified as being the Waiver term in your Application Form, which shall commence on the Commencement Date.

REPAYMENT WAIVER

Our Repayment Waiver product is an optional product you may purchase (for a fee) when you take out a loan with us. If you choose to purchase and finance a Repayment Waiver from us, it will be added to the principal amount payable by you under your Loan Agreement and to which interest applies (as calculated in accordance with your Loan Agreement).

REPAYMENT WAIVER BENEFITS

If you choose to purchase a Repayment Waiver from us, it may clear the total amount owing under your loan depending on the level of protection you choose.

You can choose one of the three different levels of protection (Gold, Silver or Bronze), each with its own benefits and applicable fees. The different benefits offered as part of each level are described in the table below. The fees that will be payable by you for any Repayment Waiver product you choose are set out in your Application Form.

Specified Event	BENEFITS
Death (Gold, Silver and Bronze)	We will waive the total amount owing of your loan (as per your Loan Agreement) following the specified event occurring.
Disability Disability (as defined in the terms and conditions below) for longer than 7 consecutive days (Gold and Silver)	We will waive an amount of your loan repayments, with the amount to be calculated by dividing the 'Total Amount of Payments' in the 'Payments' section of your Disclosure Statement, by the number of days of the whole term of the Loan Agreement, and then multiplying the result by the number of days of your Disability, excluding the first 7 days, and not exceeding the total number of days of the term of your Loan Agreement or the date your Loan Agreement is terminated in accordance with its terms.
Redundancy Redundancy (as defined in the terms and conditions below) for longer than 28 consecutive days (Gold)	We will waive an amount of your loan repayments, with the amount to be calculated by dividing the 'Total Amount of Payments' in the 'Payments' section of your Disclosure Statement by the number of days of the whole term of your Loan Agreement, and then multiplying the result by the number of days of your Redundancy, excluding the first 28 days, and not exceeding the total number of days of the term of your Loan Agreement or the date your Loan Agreement is terminated in accordance with its terms (and a maximum of 208 days).

Your ability to access the benefits of any Repayment Waiver product you have purchased from us will be strictly subject to the terms and conditions set out below and in your Application Form and Loan Agreement.

Please read the terms and conditions (including the exclusions) carefully before purchasing any Repayment Waiver product to ensure that the product is appropriate for your individual situation, and that you do not already have similar cover from your insurance.

REPAYMENT WAIVER TERMS AND CONDITIONS

Terms used in this Repayment Waiver Agreement have the meanings defined at the end of these terms and conditions (if applicable).

CONDITIONS

This Repayment Waiver Agreement (and the benefits granted under it) are conditional on you: (i) having provided all information material to the Repayment Waiver and benefits under this Repayment Waiver Agreement, and all such information being accurate and up to date; and (ii) making payment of the Repayment Waiver fees set out in your Application Form.

This Repayment Waiver Agreement begins on the Commencement Date and terminates on the first of the following to occur of:

- completion of the number of months from loan commencement as specified as the Waiver Term;
- the date the Loan Agreement terminates if you pay off the loan early; and
- your death.

You may be required to refund any benefits overpaid by us pursuant to this Repayment Waiver Agreement.

This Repayment Waiver Agreement has no cash value if it is surrendered by you or cancelled outside of the relevant cancellation period specified below. However, if you prepay the Loan Agreement in full early, we will rebate the unused portion of the Repayment Waiver Fee paid by you (in accordance with applicable law). The rebated amount will be included in the early settlement figure issued pursuant to your Loan Agreement.

If you want to cancel this Repayment Waiver Agreement you must give written notice to us.

Subject to applicable law, you will not receive any rebate of the Repayment Waiver fees paid by you unless you cancel this Repayment Waiver Agreement in accordance with the following timeframes:

- If the Repayment Waiver Agreement documents are handed to you directly you must give written notice to us that you intend to cancel within 3 working days after you receive the documents.
- If the Repayment Waiver Agreement documents are sent to you by electronic means (for example, email) you must give written notice to us that you intend to cancel within 5 working days after the electronic communication is sent.
- If the Repayment Waiver Agreement documents are mailed to you, you must give written notice to us that you intend to cancel within 7 working days after they were posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

You may not transfer the ownership or benefit of this Repayment Waiver Agreement to any other person.

EXCLUSIONS

No Repayment Waiver benefits will be granted to you on the happening of any of the specified events (described in the benefits table above) if the specified event arises directly or indirectly from, or is otherwise directly or indirectly caused by or results from:

- Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection, military or usurped power, nuclear weapons material, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste.
- Either wholly or in part, your infertility, pregnancy, giving birth, caesarean section, miscarrying, having a pregnancy deliberately terminated or menopause, unless, in the case of pregnancy, during the Waiver Term, you are hospitalised with complications for more than 7 consecutive days or become disabled for more than 28 consecutive days after the pregnancy ends (including as the result of a miscarriage or termination).
- Earthquake, volcanic eruption, tsunami or other seismic event.
- Engagement in any aerial activity, except if you are travelling as a ticket-holding passenger or aircrew on a scheduled flight in a fixed wing aircraft owned and operated by a licensed airline or charter company.
- Engagement in any competitive motor-racing of any kind, parachuting, hang-gliding or any professional sporting activity.
- Any medical condition or injury for which you have received medical advice or medical treatment prior to the Commencement Date.
- HIV or any other sexually transmitted disease that you suffer from or have previously suffered from. HIV means the human immunodeficiency virus, the causative agent for the acquired immunodeficiency syndrome (AIDS) and its related syndromes lymphadenopathy syndrome (LAS) and Aids related complex (ARC).
- Any psychiatric or psychological illness that you suffer from or have previously suffered from (including but not limited to mental stress and depression).
- Any medical or surgical treatment including cosmetic surgery that you have undertaken or undertake during the Waiver Term.
- Any virus or disease that is declared to be an outbreak, pandemic or epidemic by the World Health Organisation or the New Zealand Government, that you suffer, or have previously suffered, from.

No Repayment Waiver shall be granted if your death or Disability is directly or indirectly caused by or results from:

- Suicide, attempted suicide or self-inflicted injury or illness.
- Alcoholism, drug addiction, or the influence of intoxicating liquor, narcotics or non-prescribed drugs, or the unauthorised use of prescription drugs.
- Participation in any criminal act.
- Anything occurring while you are outside of New Zealand.
- Asbestos, asbestosis or related diseases.

No Repayment Waiver shall be granted if your death occurs on or after your 70th birthday.

No Repayment Waiver shall be granted if your Redundancy is directly or indirectly caused by or results from your resignation, retirement, dismissal or voluntary redundancy or Your status, title, job description or occupation having been reasonably changed by your employer and such change being unacceptable to you .

No Repayment Waiver shall be granted if your Redundancy:

- Relates to work you undertake in a self-employed capacity or your position as a working director of a limited liability company.
- Occurs during the first 30 days of the Waiver Term.
- Occurs during a 90 day trial period referred to in your employment agreement.
- Relates to work of a seasonal nature (eg. including but not restricted to fruit-picking, shearing, working in freezing works) or where the work is for a defined period.
- Occurs when you are working outside New Zealand.
- Or impending Redundancy, was known by you, or should have been known by you, at the Commencement Date.

No Repayment Waiver shall be granted in the case of Redundancy:

- If further employment of any kind is gained by you from the day on which such further employment commenced.

CLAIMS

If the following requirements are not fulfilled within the relevant timeframes, we may (in our sole discretion but acting reasonably) decline your Repayment Waiver claim.

Notice of Claim

You must notify us (in writing) of your claim as soon as possible, but no later than 60 days after the event giving rise to the claim.

To make a claim you must complete a claim form (in the form made available by us) and provide us with all the information we reasonably require and that would otherwise be relevant to the claim being made by you. You must send your claim to us together with any documents or letters you have received from other people (including your employer or medical professionals) in connection with the claim. The completed claim form and associated information must be sent to us as soon as possible, and no later than 60 days after the event giving rise to the claim.

A claim form may be obtained from us by calling 0800 25 10 10 or writing to P O Box 2056, Hastings 4153.

You must assist us with your claim in any way we reasonably request. To assess your claim we may require authorisation for disclosure to us of all medical and other information which may be relevant to the claim and you will be responsible for providing (or procuring from others, if necessary) all such authorisations. You are responsible for providing certificates and evidence in support of your claim at your expense. We will ask for this documentation if reasonably required.

Death

In the case of death, a copy of your Death Certificate must be given to us following receipt by your estate.

Disability

You must, as soon as possible after the injury or the commencement of illness, go to a Registered Medical Practitioner and, if considered necessary by the Registered Medical Practitioner, keep going regularly to receive their advice at your expense. You must also provide to us, in the form of a Medical Certificate duly signed by the Registered Medical Practitioner, proof of your inability to attend your Full-Time Employment. The Medical Certificates must be provided on at least a monthly basis.

Disability begins on the date declared by a Registered Medical Practitioner as being the date on which you became Disabled and ends on the date declared by a Registered Medical Practitioner as being the date on which you are (or were) fit to resume your Full Time Employment.

If you return to work part time for a period of time before returning to Full Time Employment then we will waive payments on a pro-rata basis – part time hours pro rata to normal full time hours (based on a 40 hour week or your normal working week). You will need to supply us with written confirmation of your Full Time Employment and normal working week from your employer. On return to Full Time Employment the relevant Repayment Waiver claim will cease.

We may (acting reasonably) require you to undertake medical examinations for our confidential information at our expense.

You must also provide any medical practitioner's reports, medical file notes and specialists' reports as reasonably required by us, at your expense. We may (at our sole discretion but acting reasonably) decline any claim under this Repayment Waiver Agreement if you fail or refuse to either attend any such medical examination(s) or provide the required information and/or supply incorrect or misleading information to such Registered Medical Practitioner(s).

Redundancy

Redundancy begins on the date that you register as unemployed with Work and Income New Zealand and ends on a date when you obtain Full Time Employment.

While you are Redundant you must use your best endeavours to find Full-Time Employment.

You may only claim for Redundancy benefits under this Repayment Waiver Agreement for Redundancy occurring during a period you were, prior to the Redundancy, contracted to work and intended to work.

In the case of a claim for Redundancy, you must provide us with written evidence from your employer who officially notified you of your Redundancy, together with written

evidence that you have registered with Work and Income New Zealand as being unemployed and are actively seeking a new position, and you must continue to provide such written evidence monthly from Work and Income New Zealand until you commence other work or until the Repayment Waiver benefits provided for in this Repayment Waiver Agreement are exhausted, whichever occurs first.

PRIVACY ACT

In addition to the privacy disclosures made to you separately in connection with the Loan Agreement, pursuant to the Privacy Act 2020, the following information is provided for your benefit:

- The Repayment Waiver Agreement collects personal information about you.
- The intended recipient of the information is us.
- The information is being collected by and held by us.
- Your failure to provide reasonably requested information may result in the application for a Repayment Waiver being declined, or the Repayment Waiver benefits being void from the beginning.
- You have rights of access to, and correction of, this information subject to the provision of the Privacy Act 2020.

DEFINITIONS

We, our and us:	Future Finance Limited and our successors and assigns.
You and your:	The person(s) named in the Repayment Waiver Agreement as being the person to whom the Repayment Waiver applies and includes your executors, administrators and successors in title.
Application Form:	The document you executed opting-in to purchase a Repayment Waiver, which sets out the level of protection offered as part of your Repayment Waiver and the fees payable by you for your Repayment Waiver.
Commencement Date**:**	The later of: (i) the date the funds are advanced by us (under your Loan Agreement); and (ii) the date you signed your Repayment Waiver Agreement.
Disability:	Injury or illness preventing you from attending your usual Full-Time Employment. Unless we agree otherwise, Disability will be deemed not to apply in any period during which you are engaged in any occupation for wage or profit. Disabled has a corresponding meaning.
Full Time Employment:	Permanent employment for financial gain with the same employer for at least 30 hours a week.
Loan Agreement:	The loan agreement you entered into with us and which relates to this Repayment Waiver Agreement.
Redundancy:	The loss of Full-Time Employment (other than by dismissal, resignation or termination of employment during a trial period) because the position of employment has become superfluous to the needs of the employer. Redundant has a corresponding meaning.
Registered Medical Practitioner:	A person registered as a medical practitioner under the Health Practitioners Competence Assurance Act 2003
Repayment Waiver	The repayment waiver product (including the relevant level of protection) purchased by you pursuant to a Repayment Waiver Agreement.
Repayment Waiver Agreement	The Application Form executed by you, together with these Repayment Waiver Benefits and Repayment Waiver Terms and Conditions.
Waiver Term	The number of months specified as being the Waiver term in your Application Form, which shall commence on the Commencement Date.