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|-------------------------|------------------------|-----------------------|----------------------|
| Contract number: | {LoanAccountId} | Contract date: | {OpeningDate} |
|-------------------------|------------------------|-----------------------|----------------------|

IMPORTANT - This Disclosure Statement sets out key information about this Contract. You should read it thoroughly. **If you do not understand anything in this Disclosure Statement or the remainder of this Contract, you should seek independent advice.** You should keep this Contract in a safe place. The law gives you a limited right to cancel this Contract (see below for further details). **Note that strict time limits apply.**

This Disclosure Statement and the General Terms provided to you with it form the contract between you and us (**Contract**).

| | | |
|---|--|---|
| Creditor Name: (us, we, our) | Sustainable Community Homes Finance Limited (trading as Home Now Finance) | Phone: 0800 803008 |
| Address: | PO Box 11096, Ellerslie, Auckland 1542 | Website: homenowfinance.co.nz |
| Email: | customer@homenowfinance.co.nz | |
| You may send notices and other communications to us in writing to the above postal address or electronically via email to customer@homenowfinance.co.nz | | |

Borrower details (you, your)

| | Borrower 1 | Borrower 2 | Borrower 3 |
|-----------------------|------------------------------|------------------------------|------------------------------|
| Client ID: | {Borrowers[0].Client_ID} | {Borrowers[1].Client_ID} | {Borrowers[2].Client_ID} |
| Full Name: | {Borrowers[0].Full_Name} | {Borrowers[1].Full_Name} | {Borrowers[2].Full_Name} |
| Date of birth: | {Borrowers[0].Date_Of_Birth} | {Borrowers[1].Date_Of_Birth} | {Borrowers[2].Date_Of_Birth} |
| Address: | {Borrowers[0].Address} | {Borrowers[1].Address} | {Borrowers[2].Address} |
| Email: | {Borrowers[0].Email} | {Borrowers[1].Email} | {Borrowers[2].Email} |
| Home phone: | {Borrowers[0].Home_Phone} | {Borrowers[1].Home_Phone} | {Borrowers[2].Home_Phone} |
| Mobile phone: | {Borrowers[0].Mobile_Phone} | {Borrowers[1].Mobile_Phone} | {Borrowers[2].Mobile_Phone} |

Loan details

Initial Unpaid Balance/Total Advance: **#{OpeningBalance}**, this total advance includes an establishment fee of \$350, which is financed by this loan.

This is the total amount of all advances made or to be made to you at the date of this Contract.

The commencement date is the date the first advance is made (**Commencement Date**).

The term of this Contract is {Loan_Term_Months} **Months** from the Commencement Date (**Term**).

Loan purpose & loan conditions

Loan Purpose: This loan must be used to complete the purchase of the Tiny House as documented in the {Houseme purchase contract} dated {date of Houseme K} between you and the Compact Residential Limited (**Tiny Home Builder**) where the total cost of the Tiny House is as follows:

| | |
|--------------------------|--|
| Tiny House Cost: | #{Price as per contract} |
| Plus Delivery Costs: | #{price as per contract} |
| Less Your Deposit: | #{Deposit_Price} |
| Net amount of this loan: | #{OpeningBalance} (after deduction of the Establishment Fee for this loan) |

Conditions due before advance:

- (1) You and {Landowner names from RT} (**Landowner/s**) must provide a fully signed Tiny House Landowner Acknowledgment Deed in the form required by us.
- (2) {Enter any other conditions}

Security interest in the Tiny House

This is a secured loan. We are taking a security interest in the Tiny House (as described below) to secure your obligations to us under this Contract. If you fail to meet these obligations (including if you give a security interest over the Tiny House to another person), we may repossess and sell the Tiny House. If there is a balance outstanding after we have repossessed and sold the Tiny House, we may apply the net sale proceeds to that remaining balance and if there is still a balance outstanding you must pay that amount to us.

| Serial Number | New / Used | Description | Installed Address |
|--|---------------------------------------|-------------------|--|
| {#Securities}{#Security_Type == "Tiny House"}{ASS_Serial_Number} | {New / Used select one} {ASS_Year} | {ASS_Description} | {ASS_Current_Address} (Installed Address) |

Payments

You must pay each amount on the date it is due, as specified below.

| | |
|--|--------------------------|
| Frequency of payments: | Monthly* |
| Your first payment is due on: | {First_Payment_Due} |
| Your last payment is due on**: | {Last_Payment_Due} |
| Number of payments**: | {Number_Of_Payments} |
| Amount of regular payment***: | #{Regular_Payment} |
| Amount of last payment: | #{Last_Payment} |
| Total amount of all payments (made up of the initial unpaid balance, interest and monthly administration fees): | #{Total_Of_All_Payments} |
| Payment method | {Payment_Method} |

Important information about payments:

*Please note that if the usual payment date falls on a day that is not a Working Day, this payment is **due on the Working Day before that usual due date**. This means that the direct debit from your account will take place the Working Day before the payment is ordinarily due and you will need to ensure you have sufficient funds in your account to meet that payment – see clause 8 of the General Terms.

**The number of payments and date of the last payment assume that all payments are made on time.

***This Contract allows us to vary the amount, frequency or timing of your payments – see clause []

Interest

| | |
|-------------------------------------|--|
| Annual interest rate: | {Interest_Rate}% fixed for the whole of the Term. |
| Total interest charges: | #{Total_Interest_Charges} (This is the total amount of interest you pay if this Contract runs for the whole Term, and you make all payments on time and comply with the terms of this Contract). |
| 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 at the end of each monthly cycle. |

Credit fees and charges

The following credit fees and charges which are not included in the Initial Unpaid Balance are, or could be payable, under this Contract. This Contract allows us to vary these fees and charges.

| Fee description | Amount | When payable |
|------------------------|---------------|--|
| Administration fee | \$5.00 | This is a monthly fee. This fee amount is not included in the Initial Unpaid Balance but is included in the regular payment amount listed under the Payments heading. |
| Processing fee | \$15.00 | This fee will be charged for any refunds made due to prepayments of your loan. |
| Settlement fee | \$125.00 | This fee will be charged for processing the early full prepayment. |
| Loss Recovery Fee | As below | This fee will be charged for losses we incur due to full prepayment. |

Full prepayment Loss Recovery Fee calculation

If you pay the unpaid balance (including interest and other credit fees and charges due) in full before the final payment is due (**Full Prepayment**), you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment. The amount you may have to pay us for this loss (**Loss Recovery Fee**) is calculated as follows:

$$\frac{[a \times (b - c)] \times d}{100 \times 365}$$

Where:

a = the principal sum outstanding at prepayment date;

b = annual interest rate under this Contract;

c = Westpac Bank 90 day bank bill rate current at the prepayment date; and

d = the lesser of: the number of days between the prepayment date and the date the final payment under this Contract is due; or 90 days.

This calculation meets the requirements of the Credit Contracts and Consumer Finance Act 2003. However, it is not a statutory procedure prescribed in the Credit Contracts and Consumer Finance Regulations 2004.

What could happen if you don't make your payments on time or fail to meet your commitments

Default interest charges and default fees

If you do not pay us any amount under this Contract when it is due, we will charge you interest at the Default Interest Rate on that amount until it is paid, and you will be charged any applicable default fees.

If you commit any other breach of this Contract, you will be charged the relevant default fees, as applicable.

You will also be charged such other costs, expenses and taxes we incur with third parties that relate to your default (including but not limited to our lawyer's costs, court fees, repossession agent charges and costs or taxes incurred on our exercise of rights of sale of the Tiny House).

This Contract allows us to vary these fees and charges.

Default Interest Rate: The annual interest rate plus 5% per annum (**Default Interest Rate**).

| Default fees | Amount | When payable |
|-----------------------------|---------------|--|
| Payment reminder letter fee | \$5.00 | This will be charged every time we write to you to remind you of a missed payment. |
| Late payment fee | \$25.00 | This will be charged each time a payment is not received by the due date. |

| | | |
|-------------------|----------|--|
| Prepossession fee | \$25.00 | This fee is charged once you have missed multiple payments and we write to you to notify you of our intention to repossess the Tiny House. |
| Repossession fee | \$100.00 | This fee is charged as a result of the Tiny House being repossessed. |

Your right to relief on the grounds of unforeseen hardship

If you are unable to reasonably keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you can apply to us for a hardship variation.

To apply for a hardship variation, you need to:

- (a) Make an application in writing; and
- (b) Explain your reason(s) for the application; and
- (c) Request one of the following:
 - (i) An extension of the Term (which will reduce the amount of each payment due under this Contract); or
 - (ii) A postponement of the dates on which payments are due under this Contract (specify the period for which you want this to apply); or
 - (iii) Both of the above; and
- (d) Give the application to us.

You should do this as soon as possible, because if you leave it for too long, we may not have to consider your application.

Continuing disclosure and consent to electronic disclosure

We may be required to provide you with regular statements with information about your loan account. Statements will be provided every six months.

You agree and consent to us providing those statements or other disclosures that we need to make to you either by post or electronically by email, which may attach the documents in a PDF form or we may include disclosure information in the body of the email with a link to a webpage, which provides the disclosure information in a format that you can readily access and download. If we offer you an online platform or application to view information about this loan, then we may send you an email directing you to obtain the disclosure information from that online platform or application.

Your right to cancel

You are entitled to cancel this Contract by giving written notice to us within the below time limits.

Time limits for cancellation

- (a) If this Contract was handed to you directly you must give notice that you intend to cancel within 5 Working Days after you receive this Contract.
 - (b) If this Contract was 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.
 - (c) If this Contract was mailed to you, you must give notice that you intend to cancel 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 us written notice that you intend to cancel this Contract by –

- (a) Giving written notice to us or any of our employees or agents; or
- (b) Posting the notice to us or to any of our agents; or
- (c) Emailing the notice to our email address (if specified on the front of this disclosure statement); or
- (d) You must also, within in the same timeframe, return to us any advance received by you under this Contract.

What you may have to pay if you cancel

If you cancel this Contract, we can charge you –

- (a) The amount of any reasonable expenses we had to pay in connection with this Contract and its cancellation (including our costs for establishing and documenting the loan and fees for credit reports, etc.); and
- (b) Interest for the period from the day you received the advance until the day you repay the advance.

Our relationship to the Tiny Home Builder

Your obligations under your {Houseme Tiny House Purchase contract} are separate and distinct from this loan and this Contract. This means that if for any reason you choose not to proceed with this loan (e.g. using the right to cancel set out above), you are still required to meet your obligations to the Tiny Home Builder directly.

Dispute resolution and registration on financial service provider register

It is free to make a complaint to our independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with us.

Contact details of our dispute resolution scheme:

Name: Insurance & Financial Services Ombudsman

Phone: 0800 888 202

Website: www.ifso.nz

Email: info@ifso.nz

Business address: IFSO Scheme Privacy Officer, PO Box 10-845, Wellington 6143

Sustainable Community Housing Limited is registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 under registration number FSP1006907; and is a member of the above dispute resolution scheme, registration number 5007530.

Borrower(s) acknowledgement - BEFORE YOU SIGN:

- (a) **READ THIS CONTRACT** (made up of the Disclosure Statement and the General Terms) so you know the terms you are agreeing to when you sign this Contract.
- (b) You should seek **INDEPENDENT LEGAL ADVICE** on this Contract and the nature and extent of your obligations under it from a solicitor that does not act for us.
- (c) Consider seeking **INDEPENDENT FINANCIAL ADVICE**.

DO NOT SIGN this Contract if there is anything you do not understand.

You agree this Contract may be entered into by way of electronic signature and that your signature (whether electronic or otherwise) represents your agreement to be bound by its terms.

By signing this Contract, you:

- (a) agree to make the payments referred to in this Contract and otherwise comply with your obligations under it;
- (b) agree that we may send any documents, notices, statements, disclosures (including continuing disclosure) and other communications in relation to this Contract by email, short message service or other electronic means of communication, and that we may also make disclosure (including continuing disclosure) to you through our website and through any application;
- (c) agree and certify that the information provided by you in connection with this Contract is true and correct;
- (d) acknowledge receipt of this Contract; and
- (e) confirm that the credit provided to you under this Contract is to be used to acquire goods that will be used primarily for personal, domestic or household purposes, and not for business purposes.

You are protected by responsible lending laws. Because of these protections, the recommendations given to you about this credit consumer contract are not regulated financial advice.

This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

Borrower(s) Signature:

Signed:

{Borrowers[0].SignNameText}

Signed:

{Borrowers[1].SignNameText}

Signed:

{Borrowers[2].SignNameText}

Tiny House Finance Contract

General Terms

| | |
|---|---|
| Contract number: {LoanAccountId} | Contract date: {OpeningDate} |
|---|---|

Your Contract with us

1. **The Contract:** Tiny House Finance Contract is made up of these general terms (**General Terms**) and the Disclosure Statement provided to you with these terms form the contract between you and us (**Contract**).
2. **Meanings of terms used:** In this Contract:
 - (a) **CCCFA** means the Credit Contracts and Consumer Finance Act 2003.
 - (b) **Landowner** means the registered owners of the Installed Address and their successors and assigns.
 - (c) **Licence** means the lease or licence agreement between you and the Landowner, which grants you a right to place the Tiny House on the Installed Address, connect it to the necessary services and reside in the Tiny House.
 - (d) **PPSA** means the Personal Property Securities Act 1999.
 - (e) **Related Contract** means any agreement relating to the provision of loans or other financial accommodation by us to you (whether alone or jointly or together with another person), and includes any security agreement and the Tiny House Landowner Acknowledgment Deed.
 - (f) **Tiny House** means the portable/ movable house that is described in the Disclosure Statement under the heading 'Security interest in the Tiny House'.
 - (g) **Working Day** has, in relation to the exercise of any right, power or obligation under the CCCFA, the meaning given to that term under the Act, and in all other cases a day that is not a Saturday, Sunday or statutory public holiday, excluding regional anniversary days.
 - (h) The terms **accession, at risk, proceeds, financing statement, financing change statement, personal property, verification statement** and **security interest** have the meanings given to them under the PPSA.
 - (i) Other capitalised terms used in these General Terms have the meaning given to them in the Disclosure Statement.
3. **Interpretation:** In this Contract:
 - (a) References to the parties include their executors, successors and permitted assignees;
 - (b) If there is more than one of you named as a Borrower each of you is individually and jointly liable to us under this Contract; and
 - (c) References to persons include individuals, partnerships, associations, corporations and unincorporated bodies of persons, government or local body or municipal bodies, in any case whether having separate legal personality or not.

When your obligations begin

4. Your obligations under this Contract, including your payment obligations, begin on the Commencement Date and continue until we are repaid in full.
5. This Contract is a credit contract and is a separate contract to your purchase contract with the Tiny Home Builder. We are not responsible for the quality of the Tiny House, and we are not responsible for the obligations owed to you by the Tiny House Builder. Accordingly, your payment obligations to us continue even if:
 - (a) There is damage to, or a defect in, the Tiny House; or
 - (b) The Tiny House is lost, stolen or destroyed.

Your payments to us

6. **When payments must be made:** You will pay us:
 - (a) the payments in the amounts, at the times and in the manner stated in the Disclosure Statement under the heading 'Payments'; and
 - (b) the credit fees and charges, default interest charges and default fees to extend that they apply to this Contract at the times stated in the Disclosure Statement or otherwise upon demand by us.
7. **How payments must be made:** You must pay all amounts payable to us by direct debit or in another manner acceptable to us.
8. **Days for payment:** If a date for payment of any amount payable to us is not a Working Day, you must pay that amount on the Working Day before the due date for the payment. If this occurs the direct debit will take place the Working Day before the payment is ordinarily due and you will need to ensure you have sufficient funds in your designated bank account to meet that payment.
9. **Payments to be made in full:** You must not withhold payment of any amount payable to us or set off that amount against any amount we may owe you.
10. **Our right to set-off:** We may set off any amount payable by us to you against any amount you may owe to us. If you do not pay any amounts when due under this Contract or any Related Contract, then we may, without notice to you, debit such amount from any other account you may have with us.

11. **Interest on overdue payments:** If you do not pay any amount you owe us on the date payment is due, we may charge you default interest at the Default Interest Rate on that amount until you pay it. Default interest is charged at the end of each day and is payable upon demand by us.
12. **Block, delay or refuse a payment:** We can delay, block or refuse to process any payment or other transaction without any liability if we believe the payment or transaction:
 - (a) Breaches, or may cause us to breach, any law in New Zealand or overseas, or does not comply with any of our policies; or
 - (b) May directly or indirectly involve the proceeds of, or be applied for the purposes of, a criminal or unlawful activity including money laundering, financing of terrorism or fraud.
13. **Vary fees, charges and payments:** We can vary all fees and charges or any payment, payable by you under this Contract from time to time if we believe it is necessary. We will notify you of any such changes by written notice or as required by law.

Prepaying early

14. **Full prepayment:** You can fully prepay all amounts you owe us as at the agreed repayment date. We may require you to pay the Settlement Fee, and a fee to compensate us for any loss we incur, as set out in the Disclosure Statement under *Full prepayment Loss Recovery Fee calculation* heading.
15. **Prepayments in part:** We may decline to accept a part prepayment from you at our discretion. In the event we do accept a part prepayment, you will still be required to maintain your regular payments as detailed in the Disclosure Statement under the heading, 'Payments'.

Our security over the Tiny House

16. **Security interest:** You grant a security interest over:
 - (a) the Tiny House;
 - (b) your rights of access to the Installed Address contained in the Licence;
 - (c) the insurance policy held over the Tiny House; and
 - (d) all proceeds (including insurance proceeds) from any sale, loss, theft or other disposition of it to us,to secure the payment of all amounts you owe us, and the performance of your obligations, under this Contract and any Related Contract.
17. **Registering our security interest:**
 - (a) We may at your cost register our security interest on the Personal Property Securities Register, with relevant charges for registering a security interest forming part of the establishment fee, as noted under Loan Details in the Disclosure Statement.
 - (b) You must do all things we may reasonably require you to do to ensure we have a perfected first ranking security interest, including giving us at least 14 days' notice in writing before you change your name or any of your other details.
 - (c) You waive your right to receive any verification statement, financing statement or financing change statement in relation to this security interest.

Taking care of the Tiny House

18. **Possession:** You must keep the Tiny House in your possession and control until you have paid all amounts payable under this Contract.
19. **Do not move the Tiny House:** You must not move the Tiny House from the Installed Address without our consent and before you have met our requirements to ensure the new Landowner enters into the Tiny House Security Acknowledgment and you have signed any variation agreement that we require.
20. **Protecting the Tiny House:** You must:
 - (a) if you don't personally own the Installed Address, ensure that you have entered into a lease or a licence with the Landowner for a term not less than the Term of this Contract, which permits you to place the Tiny House on the Installed Address, connect it to the necessary services and reside in the Tiny House.
 - (b) comply with all regulations, building or land use consents required for the Tiny House and/or its installation and its connection to services (such as fresh water, sewage and power) at the Installed Address;
 - (c) secure and protect the Tiny House from theft, loss, destruction and damage;
 - (d) not sell, transfer, assign the Tiny House or give possession of it to a third party;
 - (e) not permit any charge, mortgage, lien or security interest (other than our Security) to be placed over the Tiny House or any part of it (including any accessions);

- (f) not remove any identifying badges on the Tiny House or materially change the physical appearance of the Tiny House without our prior written consent; and
- (g) immediately advise us if the Tiny House is damaged, stolen or destroyed or any circumstance has arisen that might give rise to a claim under an insurance policy.

21. **Insuring the Tiny House:** You must:

- (a) Fully insure the Tiny House at your cost, and keep it insured, against fire, theft, accident, vandalism, and any other risks (including liability to third parties for bodily injury, death, or damage to property) for its replacement value with an insurer we approve;
- (b) Ensure the insurance is issued in both yours and our names for our respective rights including our interest as first security holder;
- (c) Promptly pay the premiums for any insurance and the amount of the excess under any insurance policies;
- (d) Give us full details of those insurance policies if we ask for them; and
- (e) Not let any insurance be affected or invalidated in any way.

22. **Insurance proceeds:** If your insurer does not repair or remedy any lost, damaged, stolen or destroyed Tiny House, you authorise us to collect any insurance proceeds and at our discretion, use those proceeds to either:

- (a) Repair the Tiny House, and if the repair costs are more than insurance proceeds received, you must immediately pay us the difference; or
- (b) To pay all amounts you must pay us under this Contract and any Related Contract (including amounts that may not be due), and if there is a shortfall, you will immediately pay the amount of that shortfall to us.

Maintaining the Tiny House

23. **Your obligations:** You must at all times throughout the Term:

- (a) keep the Tiny House in good order, repair, and condition;
- (b) use the Tiny House for residential purposes (whether personally or let as a residential tenancy) tenancy and not for any business purposes;
- (c) not enter into a lease of the Tiny House with any person; and
- (d) promptly pay for all work done to the Tiny House.

24. **We may inspect the Tiny House:** You must allow us (or our agent) to inspect the Tiny House at any time between the hours of 6 am and 9 pm. Monday to Saturday, and not on public holidays. We may enter the Installed Address or any other property where the Tiny House is located for that purpose, in which case you indemnify us in accordance with clause 30.

25. **Excluding warranties:** To the extent permitted by law, no condition or warranty is implied into this Contract whether by law or otherwise, other than those implied by statute which cannot be excluded.

If you default under this Contract

26. **When you are in default:** You will be in default under this Contract if:

- (a) you do not pay any amount you owe us on the due date for payment;
- (b) you have not complied with any of your other obligations under this Contract or any Related Contract;
- (c) you commit an act of bankruptcy, make an application for entry into the no asset procedure, or you cannot pay your debts as they fall due;
- (d) you stop or suspend the payment of any of your debts, or take any action to reschedule any of your debts, other than any negotiations arising pursuant to sections 55-59 of CCCFA;
- (e) you breach a term related to our security interest over the Tiny House and our security interest becomes enforceable;
- (f) you or any person on your behalf makes a statement that is misleading or untrue (including by omission), or we believe any of you have committed fraud;
- (g) the Tiny House is at risk; or
- (h) you are, in our reasonable opinion, in default under any Related Contract.

27. **What happens if you are in default:** If you are in default under this Contract, we may do any one or more of the following things:

- (a) Repossess the Tiny House and sell it. We may as your agent enter the Installed Address or any other land or premises where the Tiny House is located and remove it, in which case you indemnify us in accordance with clause 30;
- (b) Require you to immediately pay all costs associated with the recovery of the Tiny House and its preparation for sale;

- (c) Require you to immediately pay all amounts payable by you (whether or not such amounts are due) including interest, default interest charges and/or default fees;
- (d) We may exercise any other right we have at law or under this Contract.

Fees and Charges and Indemnity

- 28. **Credit and default fees and default interest:** You will pay the credit fees and charges, default interest charges and default fees as set out in the Disclosure Statement and the credit fees, if any of them apply to you. These will be debited to your account and you must pay these to us on demand.
- 29. **Legal Costs:** You may also be charged reasonable legal costs incurred in relation to your default.
- 30. **Indemnity for all costs and other liabilities:** You indemnify us against all costs, expenses (including all taxes and all costs and expenses incurred on a solicitor/own client basis) liabilities and loss we incur, and all proceedings, claims or demands, brought against us, arising directly or indirectly from us exercising our rights under this Contract, or from any breach of this Contract by you, or any other act or omission by you, or at law.

Other general terms

- 31. **Power of attorney:** You irrevocably appoint us and each of our agents (each an **Attorney**) severally, to be your attorney to do and execute on your behalf all acts and documents which you agree to do under this Contract, or that are required to fully exercise any of our rights under this Contract or granted by law.
- 32. **Assignment:** We may assign our rights or obligations under this Contract without your consent. You cannot assign or transfer any of your rights or obligations under this Contract unless we have agreed to you doing so in writing.
- 33. **Legal compliance:** We may change the terms of this Contract if it is required by law. We will notify you of any such changes by written notice or as we are required by law.
- 34. **Signing in counterpart:** This Contract may be signed in counterparts, which together form one document. A copy of this Contract signed by a party and received by email may be relied on as if it were an original copy of this Contract.
- 35. **Notices and communications:** We may send any documents, notices, statements, disclosures (including continuing disclosure) and other communications in relation to this Contract by post, email or similar means of communication in accordance with the PPSA and the CCCFA.
- 36. **Electronic signature:**
 - (a) Unless you state otherwise in writing, we may retain your signature electronically (including any digital signature) for the purpose of evidencing your entry into this Contract.
 - (b) You agree that any disclosure statement, document, notice or other communication we send electronically will be treated as being received by you at the time it is sent, provided we have not received a notification that it has not been delivered.
- 37. **Requirement to provide information for our compliance:** You agree to give us information we ask for to help us comply with laws, rules or regulations in New Zealand or overseas. We can use your personal information to:
 - (a) help us comply with laws, rules or regulations in New Zealand or overseas, or any New Zealand or overseas governmental or regulatory requests; or
 - (b) monitor your loan for the purpose of our regulatory and other compliance obligations including but not limited to detecting any suspicious activity, fraud or crime, or preventing or detecting money laundering or the financing of terrorism in New Zealand or overseas.
- 38. **Authorisation to us to share information with the Landowner:** In the event of a default under this Contract, you authorise and consent to us providing information about this loan to the Landowner and you further authorise and consent to us sending or giving copies of any notices we issue under this Contract after default has occurred (including default notices or any notices related to the repossession process) to the Landowner.
- 39. **Privacy:** The purpose of the Home Now Finance Privacy Policy is to inform our clients and any users of our digital platforms, i.e. website and social media sites, about how we comply with the requirements of the Privacy Act 2020 (**Privacy Act**) in managing this personal information. We are committed to the security and protection of your personal information that we hold and use. If you have any questions relating to our compliance with the Privacy Act, please read the Home Now Finance Privacy Policy at <https://www.homenowfinance.co.nz/privacy-policy>

Privacy Authority

| | |
|---|---|
| Re: {LoanPrimaryName} Application for Finance Loan No: {LoanAccountId} | Sustainable Community Housing Limited TBC, Auckland 1051 |
|---|---|

1. I/We as:
 - (a) Agree that Sustainable Community Housing Limited and its assignees, employees and agents (together Home Now Finance), and any of Home Now Finance' associated entities, related companies, affiliates or subsidiaries in accordance with the NZ Privacy Act 2020, may collect, hold, use and disclose commercial, personal and credit information (including credit default information, ongoing credit account information and repayment history information) (**Information**) about me/us for the purposes of:
 - (i) assessing my/our application, or the application of the applicant named above (**related applicant**), for a loan, lease or other credit facility from Home Now Finance (**facility**), including completing a credit check which includes Ministry of Justice (MoJ) fines;
 - (ii) assessing whether to accept me/us as a guarantor or other security provider;
 - (iii) confirming and verifying my/our, or the related applicant's, identity and address, including electronically matching my/our Information with identification information on third party databases including NZTA (NZ Transport Agency) ;
 - (iv) for work visa holders, completing a visa verification enquiry;
 - (v) sourcing any required insurances or confirming valid insurance is in place on any Tiny House the subject of an application;
 - (vi) making credit decisions about me/us or the related applicant, including reviewing or managing any facility, collecting or recovering any amounts I/we or a related applicant owes Home Now Finance or any of Home Now Finance' associated entities, related companies, affiliates or subsidiaries, or to better service any facility provided to me/us or the related applicant;
 - (vii) complying with any laws in New Zealand and overseas, and any mandatory obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
 - (viii) utilising services provided by other third parties (including credit reporters) in connection with the assessment of any application or the provision of any facility, or other products and services provided by Home Now Finance;
 - (ix) monitoring and screening any facility I/we have or any related applicant has with Home Now Finance for anti-money laundering and countering financing of terrorism purposes and for fraud and crime detection purposes;
 - (x) providing me/us or any related applicant with information about any facility, or any other products or services that either Home Now Finance, any of Home Now Finance' associated entities, related companies, affiliates or subsidiaries or any other organisations with which Home Now Finance does business, can provide to me/us or the related applicant, or for other marketing purposes, unless I/we tell Home Now Finance not to;
 - (b) Agree my/our Information may for the purposes listed above (**Purposes**) be collected from or disclosed to:
 - (i) any of Home Now Finance' associated entities, related companies, affiliates or subsidiaries;
 - (ii) any financier of Home Now Finance and its employees and agents;
 - (iii) any third party that provides services to, or on behalf of, Home Now Finance, such as mail houses, lawyers, insurers, computer system providers and data service and hosting providers including those utilising cloud computing technology in New Zealand and overseas, so they can perform those services for Home Now Finance;
 - (iv) reputable research firms engaged by Home Now Finance to carry out customer surveys and conduct market research;
 - (v) the police, certain governmental agencies or other financial institutions where Home Now Finance believes collection or disclosure is required by law or disclosure will assist with the investigation, detection and/or prevention of money laundering or other criminal offences;
 - (vi) any credit reporter or debt recovery agency;
 - (vii) guarantors or proposed guarantors;
 - (viii) any of my/our authorised signatories; and
 - (ix) any other party authorised by me/us.
2. I/We also agree that Home Now Finance may produce this authority to such parties for the above Purposes;
 - (a) Agree Information disclosed by CFS to credit reporters may be listed on their systems, used by them to provide their credit reporting services, and supplied to their customers who use their services to make credit decisions about me/us. I/We authorise those parties to hold and disclose such information for the purposes set out in this clause; and
 - (b) Understand the provision of my/our driver licence number(s) for disclosure to a credit reporter is voluntary.
3. I/We:
 - (a) Acknowledge that if I/we do not provide the information sought by Home Now Finance for the above Purposes, Home Now Finance may be unable to process my/our application, or the application of the related applicant, or be unable to continue providing any facility or other products and services to me/us, or the related applicant; and
 - (b) Acknowledge that while Home Now Finance will do its best to ensure my/our Information is accurate, it is my/our responsibility to inform Home Now Finance of any changes in my/our Information. Where my/our Information collected by Home Now Finance may be readily retrieved, I/we can access it and, if necessary, shall have the right to request correction thereof where required by notice in writing to Home Now Finance at PO Box 11096, Ellerslie, Auckland 1542. To protect the security of your personal information, Home Now Finance may require you to provide identification before updates or access to your personal information is provided. Home Now Finance are only able to delete your personal information to the extent that it is not required to be held by Home Now Finance to satisfy any legal, regulatory or similar requirements.

I/We agree to the terms of the Home Now Finance Privacy Policy which is available at <https://www.Home Now Financefinance.co.nz/privacy-policy> (as amended from time to time and notified to me/us).

Direct Debit Authority Form

| | |
|---|--|
| Sustainable Community Housing Finance Ltd FINANCE DIRECT DEBIT FORM | |
|---|--|

| | |
|---|---------------------|
| BANK INSTRUCTIONS NAME (Of Bank Account) | {Bank_Account_Name} |
|---|---------------------|

AUTHORITY TO ACCEPT DIRECT DEBITS
(Not to operate as an assignment or agreement)

AUTHORIZATION CODE

| | | | | | | |
|--|---|---|---|---|---|--|
| | X | X | X | X | X | |
|--|---|---|---|---|---|--|

BANK ACCOUNT FROM WHICH PAYMENT TO BE MADE

| | | | | | | | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| {Ac cou nt_ Ba nk[0]} | {Ac cou nt_ B an k[1]} | {A cc ou nt_ Br an ch[0]} | {A cc ou nt_ Br an ch[1]} | {A cc ou nt_ B ran ch[2]} | {A cc ou nt_ Br an ch[3]} | {A cc ou nt_ Nu mb er[0]} | {A cc ou nt_ Nu mb er[1]} | {A cc ou nt_ Nu mb er[2]} | {A cc ou nt_ Nu mb er[3]} | {A cc ou nt_ Nu mb er[4]} | {A cc ou nt_ Nu mb er[5]} | {A cc ou nt_ Nu mb er[6]} | {A cc ou nt_ Su ffix [0]} | {A cc ou nt_ Su ffix [1]} | {A cc ou nt_ Su ffix [2]} |
| BANK | BRANCH | ACCOUNT NUMBER | | | | | | SUFFIX | | | | | | | |

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

To the Bank Manager

| |
|-------------------|
| BANK: {Bank_Name} |
| BRANCH: |
| TOWN/CITY: |

I/We authorise you until further notice in writing to debit my/our account with you all amounts which

Sustainable Community Housing Finance (hereinafter referred to as the Initiator)

The registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT:

| | | |
|---------------------|---|-----------------|
| PAYER PARTICULARS | PAYER CODE | PAYER REFERENCE |
| T B C F I N A N C E | {P}{P}{P}{P}{P}{P}{P}{P}{P}{P}{P}{P}{P}{P}{P} | |

YOUR SIGNATURE(S)

{Borrowers[0].SignNameText}

{Borrowers[1].SignNameText}

{Borrowers[2].SignNameText}

Date / /

| | | | | |
|---|---|-------------|------------|------------|
| Approval Code: 1337 07/16 | For Bank Use Only Original Retain At Branch Copy – Forward to initiator if requested | | | Bank Stamp |
| | Date Received | Recorded by | Checked by | |

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. **The Initiator:**
 - (a) Has agree to give advance notice of the net amount of each direct debit and the due date of debiting **at least 10 calendar days before** (but not more than 2 calendar months) the date when the Direct Debit will be initiated. This notice will be provided either:
 - (i) in writing; or
 - (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.
 The advance notice will include the following message:
 "unless advice to the contrary is received from you by (date*) the amount of \$..... will be direct debited to your Bank account on (initiating date)."
 * This date will be at least two (2) days prior to the initiating date to allow for amendments of Direct Debits.
 - (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
2. **The Customer may:-**
 - (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
 - (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
 - (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in term of clause 1(a) above, request the Bank to reverse or alter any such direct debit initiated by the Initiator by debiting the amount of the reversal or alteration of a direct debit back to the Initiator through the Initiator's bank. PROVIDED such request is made not more than 120 days from the date when the direct debit was debited to my/our account.
3. **The Customer acknowledges that:-**
 - (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
 - (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
 - (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator.
 - (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:-
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of Direct Debits
 - (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:-

- (a) In its absolute discretion conclusively determine the order of priority payment by it or any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.

These terms and conditions are Payments NZ Limited approved and are non-negotiable.