

**CREDIT AGREEMENT  
(Incorporating Disclosure Statement)**

**Borrower**

|                  |  |
|------------------|--|
| Name:            | Test Customer (" <b>Borrower</b> ")    |
| Address:         | 21 Jump St<br>Happy Valley<br>Auckland |
| Email:           | RandomvjmjZjZ@somewhere.com            |
| Mobile:          | 021123 9678                            |
| Customer Number: | CUST116053                             |

**Lender**

|               |  |
|---------------|--|
| Name:         | MOOLA.CO.NZ LIMITED (" <b>Lender</b> ")                      |
| Free Phone:   | 0800 003 011   |
| Trading Name: | MOOLA or Need Cash Today                                     |
| Email:        | enquiries@moola.co.nz  |
| Address:      | Level 3/299 Durham Street,<br>Christchurch 8013, New Zealand |
| Fax:          | +64 3 9281 921   |

**IMPORTANT** - The Lender is required to provide you with a disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 and the disclosure details are provided below. This document sets out the key information about your consumer credit contract. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this information and a copy of your consumer credit contract in a safe place.

**1 General Terms and Interpretation**

|     |   |
|-----|---|
| 1.1 | By accepting this Credit Agreement the Borrower agrees to be bound by the terms of this agreement and the general terms and conditions 01/17 (the "General Terms"). |
| 1.2 | Terms not otherwise defined in this Credit Agreement have the meaning given to them in the General Terms.   |

**2 Loan Details**

|     |   |           |
|-----|---|-----------|
| 2.1 | The full amount the Borrower will owe the Lender, including the net advance fees and unpaid interest to the expiry date is: | \$1170.55 |
|     | The above is made up of:  |           |
|     | Net Advance   | \$1000.00 |
|     | Application Fee   | \$21.23   |
|     | <b>Loan</b> (this is the initial unpaid balance you owe on the date of this statement)                                      | \$1021.23 |

|   |          |
|---|----------|
| Total interest charges at 1.7% per day (see clause 2.5 and 3.2) | \$147.40 |
|---|----------|

|   |        |
|---|--------|
| Direct debit fees will be payable by the Borrower depending on the number of payment instalments set out in clause 2.3 (see clause 3.1) | \$1.92 |
|---|--------|

The credit limit under this Credit Agreement and the total of advances made or to be made under this Credit Agreement is the same as the initial unpaid balance above. The total interest charges above are the total interest charges payable under this Credit Agreement provided the Loan is paid on the Expiry Date. The Borrower only receives the Net Advance described above. Subject to this Credit Agreement and the General Terms, the Net Advance shall be disbursed to the Borrower into the bank account specified in clause 2.4, or as otherwise set out in clause 2.4.

|     |  |                   |
|-----|--|-------------------|
| 2.2 | <b>Expiry Date</b> (if repayment not demanded) | 28 September 2018 |
|-----|--|-------------------|

### 2.3 Repayment

The Loan shall be repaid in full immediately upon demand by the Lender or, if no demand is made, immediately on the Expiry Date , together with all accrued interest to the date of repayment. If repayment instalments are listed below and the Lender has not made demand, the Loan and applicable interest shall be paid on the relevant instalment date.

The current repayment schedule (if repayment of the Loan is not demanded earlier by the Lender) , including interest and the frequency of the required interest payments, as at the date of this Credit Agreement is as follows :

| Payment       | Due Date    | Amount    |
|---------------|-------------|-----------|
| 1             | 28 Sep 2018 | \$1170.55 |
| Total Amount: |             | \$1170.55 |

All Loan repayments must be made by direct debit or debit card payment. The Lender will set up the arrangements with the Borrower's Bank or from the Borrower's debit card. If the Borrower makes an early repayment the interest amount and debit fees will be reduced accordingly. There is no penalty for early repayment.

### 2.4 Borrower's Bank Account details

The Borrower authorises the Lender to pay the amount of the Net Advance as follows:

|  | (tick if applicable)                |
|--|-------------------------------------|
| a) In repayment of all money owed to the Lender under any existing loan                            | <input type="checkbox"/>            |
| b) To other Lender(s) in repayment of existing loans as agreed between the Borrower and the Lender | <input type="checkbox"/>            |
| c) To the Borrower's account 0300000000000000  | <input checked="" type="checkbox"/> |

The Borrower authorises the lender to contact the Borrower's lenders to ascertain the amount to repay and the other lender's bank account details. After repayment of any existing loan to the lender or other lenders (as applicable), any balance will be paid to the Borrower's bank account listed above.

### 2.5 Interest Rate and Method of Calculation

Fixed at 1.7% per day. The annual interest rate is 620.5% per annum. Interest is calculated by multiplying the amount of the unpaid balance at the end of each day of the credit limit under this Credit Agreement by the daily Interest Rate for the relevant number of days, and accrues in accordance with the General Terms. The relevant amount of interest is to be paid on the dates set out in clause 2.3.

## 3 Credit Fees and Charges and Default Interest Charges and Default Fees

### 3.1

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable by the Borrower under, or in connection with, the Credit Agreement.

|         |  |
|---------|--|
| \$11.12 | Loan extension fee, payable on the Lender agreeing to extend the Loan.                                       |
| \$0.62  | Manual payment fee, payable on the Lender agreeing to accept a payment manually rather than by direct debit. |
| \$5.42  | Fee for each debit card payment  |

|         |   |
|---------|---|
| \$1.92  | Fee for each direct debit   |
| \$20.00 | Cancelling a direct debit, payable if the Lender agrees to cancel a direct debit. |

3.2 In the event of a default in payment, and while the default continues interest on the amount in default (which could be principal, interest, fees or costs) will be capitalised each day the default continues and form part of the Loan. The amount that is capitalised will bear interest at 1.7% per day. The Borrower may repay the capitalised amount in accordance with clause 2.3. In the event of a breach of this Credit Agreement or on the enforcement of this Credit Agreement, the default fees specified below are also payable by the Borrower immediately after the default occurs.

Default Fees:

|         |                    |
|---------|--------------------|
| \$20.08 | Default Fee        |
| \$20.00 | Baycorp/Veda       |
| \$29.78 | Wage Deduction Fee |

#### 4 Continuing Disclosure

4.1 The statements of your account will be available on our website [www.moola.co.nz](http://www.moola.co.nz). The Borrower consents to the Lender making any type of disclosure by electronic means, including by email or by reference to a page on the Lender's website. The Lender consents to receiving notices or other communications from the Borrower in electronic form.

#### 5 What Could Happen if you fail to meet your Commitments and Security Interest

- 5.1 The Lender will charge default fees of \$20.08 for every missed payment and interest will be payable and will continue to be capitalised under clause 3.2.
- 5.2 The Lender will approach your Employer to make a wage deduction from you next payrun unless you advise your employer in writing that you do not consent to a wage deduction. Please refer to clause 6 of the General Terms for further information.
- 5.3 The Lender may issue Court Proceedings which will result in the Borrower incurring the costs associated with this process.
- 5.4 The Lender will register defaults against your name with Veda and other collection houses or agency.
- 5.5 The Lender will exercise its rights and remedies under this Credit Agreement.

#### 6 What to do if you Suffer Unforeseen Hardship

- 6.1 If you are unable reasonably to keep up your payment or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the Lender for a hardship variation.
- 6.2 To apply for a hardship variation, you need to:
  - a) make an application in writing;
  - b) explain your reason(s) for the application; and
  - c) request one of the following:
    - i. an extension of the term of this Credit Agreement (which will reduce the amount of each payment due under this Credit Agreement); or

- ii. a postponement of the dates on which payments are due under this Credit Agreement (specify the period for which you want this to apply); or
  - iii. both of the above; and
- d) give the application to the Lender.

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

## **7 Dispute Resolution**

### **7.1 Name of Dispute Resolution Scheme: Financial Services Complaints Limited**

You are free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the Lender.

### **7.2 Contact details for dispute resolution scheme:**

Phone: 0800 347 257 (freephone) or (04) 472 3725

Website: <http://www.fscl.org.nz/>

Business address: Level 4, 101 Lambton Quay, Wellington

## **8 Registration on Financial Service Provider**

8.1 Lender registration name: MOOLA.CO.NZ LIMITED

8.2 Registration number: 211325

## **9 Right to Cancel**

You are entitled to cancel the consumer credit contract by giving notice to the Lender. The Lender accepts your right to cancel even if the term of the Loan is less than 2 months.

### **Time limits for cancellation**

You must give notice that you intend to cancel the contract within 5 working days of the statement date on the front of this document.

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 the contract 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).

### **What you may have to pay if you cancel**

If you cancel the contract, the Lender can charge you

(a) the amount of any reasonable expenses the Lender had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc); and

(b) interest for the period from the day you received the Loan until the day you repay the Loan

I hereby confirm that I have read and understood the terms of this Credit Agreement, the General Terms and agree to be bound by this Credit Agreement and the General Terms.

Dated this 20 day of September 2018

Signed by: Test Customer

A handwritten signature consisting of a large, stylized loop on the left side that crosses over a horizontal line extending to the right, ending in a small hook.

---

(Borrower)

Name of account to be debited: Test Customer

Account details:  

|      |   |   |   |   |   |               |   |   |   |   |   |                |   |   |        |  |  |
|------|---|---|---|---|---|---------------|---|---|---|---|---|----------------|---|---|--------|--|--|
| 0    | 3 | 0 | 0 | 0 | 0 | 0             | 0 | 0 | 0 | 0 | 0 | 0              | 0 | 0 |        |  |  |
| Bank |   |   |   |   |   | Branch number |   |   |   |   |   | Account number |   |   | Suffix |  |  |

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

To the Manager: please print full postal address clearly

|         |           |
|---------|-----------|
| Bank    | ANZ       |
| Branch  | Ferrymead |
| Address |           |

**AUTHORISATION CODE**  

|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 1 | 2 | 0 | 6 | 4 | 8 | 1 |
|---|---|---|---|---|---|---|

Date: 20/09/2018

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

**Moola Holdings Limited T/A Moola.co.nz**

(hereinafter referred to as the Initiator)

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

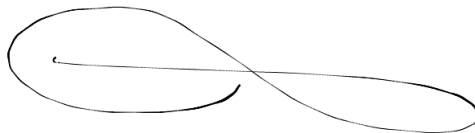
I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

Information to appear in my/our bank statement:

|                   |            |                     |
|-------------------|------------|---------------------|
| Payer Particulars | Payer Code | Payer Reference     |
| M O O L A         |            | C U S T 1 1 6 0 5 3 |

Name of Account Test Customer

Authorised Signature(s)



|   |              |             |  |                |              |             |  |  |  |   |
|---|--------------|-------------|--|----------------|--------------|-------------|--|--|--|---|
| <p>Approved</p> <hr/> <p><b>2307</b></p> <hr/> <table border="1"> <tr> <td style="width: 50%; text-align: center;"><b>07</b></td> <td style="width: 50%; text-align: center;"><b>12</b></td> </tr> </table> | <b>07</b>    | <b>12</b>   | <p>For Bank Use Only</p> <table border="1"> <tr> <td>Date Recieved:</td> <td>Recorded by:</td> <td>Checked by:</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p>Original - Retain at Branch<br/>Copy - Forward to Initiator if requested</p> | Date Recieved: | Recorded by: | Checked by: |  |  |  | <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"> <p style="text-align: center; font-weight: bold;">BANK<br/>STAMP</p> </div> |
| <b>07</b>   | <b>12</b>    |             |  |                |              |             |  |  |  |   |
| Date Recieved:  | Recorded by: | Checked by: |  |                |              |             |  |  |  |   |
|   |              |             |  |                |              |             |  |  |  |   |

**CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS**

**1. The Initiator:**

(a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of debiting at least two calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This advance notice must be provided in writing including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically.

The advance notice will include the following message:

"Unless advice to the contrary is received from you by (date\*), the amount of \$..... will be directly debited to your account on (initiating date\*)." \*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). If the bank dishonours a direct debit the initiator may send the direct debit again within 6 business days of the dishonour and is not required to give you a second notice of the amount and date of

the direct debit.

- (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.
- (c) May, upon receiving written notice (dated after the date of this authority) from a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that written notice and this authority from the account identified in the written notice.
- (d) May, upon receiving notice amend the amount and/or the date and/or frequency of the direct debit.

**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) Request the Bank to reverse any Direct Debits initiated by the Initiator under this authority by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the authority and/or confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the authority.

**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 Instruction 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 dispute 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; and 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 notice in accordance with clause 1(a), 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 of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed 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.

**Specific conditions relating to notices and disputes:**

1. I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if: I don't receive a written notice of the amount and date of each direct debit from the initiator, I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.
2. The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit. For a series of direct debits the initiator is required to give a written notice of the amount and date of each direct debit no less than 2 calendar days before the date of the first direct debit in the series, or before any change to the amount and date previously advised. The notice is to include the dates of the debits, and the amount of each direct debit.
3. If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.
4. If the initiator proposes to change an amount or date of a direct debit specified in the notice, the initiator is required to give you notice: no less than 30 calendar days before the change, or if the initiator's bank agrees, no less than 2 calendar days before the change.



# Employer's Deduction Authority

To:

I, Test Customer

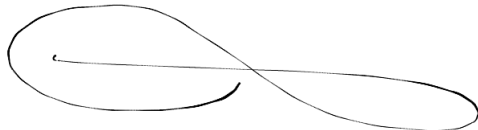
21 Jump St  
Happy Valley  
Auckland

hereby:

- 1 Give written consent pursuant to section 5 of the Wages Protection Act 1983 for you to deduct from any salary, wages or other moneys owing to me, any amount which may be owing by me to MOOLA.CO.NZ LIMITED; and
- 2 authorise you to pay to MOOLA.CO.NZ LIMITED, upon its written request to , such sum as is owing by me to MOOLA.CO.NZ LIMITED. This authorisation may be withdrawn by me at any time by me giving written notice to my employer; and
- 3 authorise you to release to MOOLA.CO.NZ LIMITED personal information concerning my employment.

Dated this 20 day of September 2018

Signed by: Test Customer

A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, positioned above a horizontal line.

---

# Privacy Waiver

To Whom It May Concern:

I understand that MOOLA.CO.NZ LIMITED ("Moola") requires personal information about me in order to consider my lending application and to administer and recover any loan Moola makes to me.

I authorise all persons, companies and entities to provide Moola with any personal information about me, upon request from Moola. Can you please deliver to Moola any personal information about me that Moola requests. This authorisation extends to details of my employment and income details.

Dated this 20 day of September 2018

Signed by: Test Customer

A handwritten signature in black ink, consisting of a large, stylized loop on the left and a long, horizontal stroke extending to the right.

---