



HIRE PURCHASE AGREEMENT

We offer to enter into the Hire Purchase Agreement (Agreement) on the terms and conditions set out in this document.

POWOW

Powow Finance ACN 643 773 997
Credit Representative number 529060
c.o SHINEWING AUSTRALIA
Level 8, 167 Macquarie St
Sydney NSW 2000

CREDIT PROVIDER

Venus Capital Pty Ltd ACN 169 312 510
Australian Credit Licence 459305
Level 4, 17-19 Bridge Street
Sydney NSW 2000

BORROWER ("you")

Borrower 1: test test
530 Botany RD, Alexandria NSW 2015

Borrower 2: test test 2
530 Botany RD, Alexandria NSW 2015

The Agreement includes the information contained in the Schedule and the attached Terms and Conditions. The Agreement does not contain all of the precontractual information that we must give you before we enter into the Agreement with you. You must also read the Information Statement which sets out some of the information that we are required to give you by law. You must do all of the things specified in the Agreement. If there is any conflict between the Schedule and the Terms and Conditions, the Schedule will prevail. The Agreement is regulated as 'credit' within the meaning in the National Consumer Credit Protection Act, 2009 (Cth) (NCCP).

Powow is the 'product designer' (as defined in the National Consumer Credit Protection Regulations, 2010 (Cth) (NCCP)). Therefore, in this document, references to 'we', 'us' and 'our' refer to the Credit Provider and Powow acting on behalf of the Credit Provider. Further, some words in this Agreement have special meanings. These words are in Capital Letters. You can check the meaning of these words in the Terms and Conditions.



SCHEDULE

FINANCIAL TABLE (This is a table setting out information prescribed by the National Credit Code (the Code) – a law designed to ensure you have all the information you need to know about your obligations under this Agreement).

The following information is prepared as at 2022-10-02 (Disclosure Date). This information may change before the Settlement Date.

<p>Amount of Credit</p>	<p>5561.6</p>
<p>Annual Percentage Rate (Interest Rate) Your Annual Percentage Rate is a fixed interest rate. Your indicative Annual Percentage Rate as at the Disclosure Date is: The actual Annual Percentage Rate applying to the calculation of payments under this Agreement will be set on the Settlement Date.</p>	<p>8.9% pa</p>
<p>Payments <u>When are your payments due?</u> You must make all payments monthly in arrears on the same day each month as the Settlement Date. In addition, you must repay the Amount you Owe Us on or before the Expiry Date. <u>When must you make your payments?</u> Your first payment of is due one month after the Settlement Date on the same day as the Settlement Date. Each subsequent payment is payable monthly in arrears on the same day each month as the Settlement Date. <u>How much are your payments?</u> As at the Disclosure Date:</p> <ul style="list-style-type: none"> • the amount of each payment (other than the Final Payment) is: • and (assuming you make all payments on time and do not make any early payments), the Final Payment is an amount of: 	<p>\$ 70.15 each month</p> <p>\$0</p>



<p>How many payments will make? Assuming you make all payments in full each month on the Payment Date, and do not make any early payments, the number of payments you must make will be:</p>	120 (including the Final Payment)
<p>What is the Total Amount of interest that you will pay over the Agreement? (excluding any unascertainable or contingent amounts and assuming you make no early payments during the term of the Agreement):</p>	\$ 2856.4
<p>What are the Total Payments you will make over the term of the loan? (excluding any unascertainable or contingent amounts and assuming that you make no early payments during the term of the Agreement):</p>	\$ 8418
<p>Fees and Charges All fees and charges are non-refundable</p> <p><u>What fees and charges will you have to pay to us on or before the Settlement Date?</u></p> <ul style="list-style-type: none">• Establishment Fee – a fee that is payable to cover our expenses associated with the establishment of this Agreement• Security Registration Fee – our direct costs and expenses incurred in registering any Security provided by you in respect of this Agreement. Such fees will include <i>Third Party Fees</i>	<p>\$0</p> <p>Unascertainable</p>

You should also be aware that you may have to pay the following fees and charges to us and unless otherwise stated, Powow may debit your Account when they arise.

- Late Payment Fee – a fee charged in respect of each payment period where an amount payable under this Agreement is not paid on the Payment Date or remains unpaid from a previous payment period. Where this fee is payable, it will be charged in arrears on the next Payment Date.
 - *For example, assume an amount of \$200 is payable on 15 September. It is not paid on that date and is not paid until 15 November. The Late Payment Fee would be charged for the month of September (on 15 October) and the month of October (on 15 November).*
- Dishonour Fee – a fee that is payable if any payment in respect of this Agreement is dishonoured.
- Administration Fee – a fee that is payable if Powow is required to provide any special attendances at your request.
- Enforcement Fee – you must pay our reasonable costs of enforcing, or chasing late payments in respect of this Agreement.

\$15 incl GST

\$10 incl GST

\$55 incl GST

Unascertainable

In addition, you must pay any applicable Third Party Fees and out of pocket expenses including legal costs and disbursements.

Third Party Fees are fees reasonably incurred by us in providing the service and includes such costs as legal costs, document custodian charges and courier costs, all of which are unascertainable at the Disclosure Date.

NOTE re GST - If any payment to us is for a taxable supply for the purposes of GST or any similar tax, you must also pay us on demand an additional amount equal to the tax relating to that supply.

<p>What are the total fees and charges payable over the whole term of this Agreement? (assuming the Agreement remains on foot until the Expiry Date when full payment is made and excluding any unascertainable amounts)</p>	<p>\$0</p>
<p>Acting reasonably, we may change any of the financial information described above without your consent, including</p> <ul style="list-style-type: none"> • the fees and charges, and • the dates for debiting interest and the dates for making payments. <p>We may also introduce new fees and charges without your consent. We will tell you about any changes either in writing via email at least 30 days prior to the change taking effect. In making any changes, we will act reasonably. As the payments under this Agreement are calculated in accordance with a fixed interest rate, we will not change the Annual Percentage Rate or the amount and number of Payments during the term of the Agreement.</p>	

OTHER INFORMATION

<p>What is the Expiry Date?</p>	<p>The Expiry Date is the earlier of:</p> <ul style="list-style-type: none"> • 10 years after the Settlement Date; or • the date you repay the Amount You Owe us in full. <p>You must ensure that the Amount You Owe Us in paid full on the Expiry Date.</p>
<p>What is your Amount of Credit being used for?</p>	<p>You must:</p> <ul style="list-style-type: none"> • only use the Amount of Credit to purchase a solar panel or energy storage system (Goods) to be installed on the dwelling located at (Property) 530 Botany RD, Alexandria NSW 2015 <p>and</p> <ul style="list-style-type: none"> • not use the Amount of Credit for any purpose which is illegal, fraudulent, or related to an illegal or fraudulent purpose.
<p>How will the Amount of Credit be paid on Settlement Date?</p>	<p>The Amount of Credit will be paid to:</p> <p>(a) \$ 5561.6 to PW Renewable & ShineHub August 2021</p> <p>to finance our costs associated with the purchase and installation of Goods at the Property.</p>

<p>What security are you giving to secure your obligations under this Agreement</p>	<p>You agree to grant a Security Interest over the Goods to secure any money due under this Agreement.</p>
<p>What commissions do we pay or receive in respect to this Agreement?</p>	<p>We will not pay commissions in respect of this Agreement.</p>
<p>If you default, will a different interest rate apply?</p>	<p>There is no Default Interest Rate that applies to this Agreement if you do not make payments on time, however, we may charge you a Late Payment Fee for each month or part thereof that a payment remains unpaid, and/or Enforcement Fee if the payments that you are required to make under this Agreement remain unpaid.</p>
<p>Are there any pre-conditions to this offer?</p>	<p>Before we will advance the Amount of Credit to you, you must:</p> <ul style="list-style-type: none"> • satisfy our AML / CTF customer identification verification process; • provide us with evidence that you have insured the Goods (or the Property) in accordance with the requirements set out in the Terms and Conditions; and • provide us with any additional information which we may reasonably require.

TERMS AND CONDITIONS

YOUR AGREEMENT

1. Terms of your Agreement

We will lend you the Amount of Credit on the terms and conditions set out in the following documents which together set out our agreement with you (**Agreement**):

- (a) the Schedule (including the financial table and other conditions); and
- (b) these Terms and Conditions.

We will also allow you to have possession of and use the Goods during the term of the Agreement subject to these Terms and Conditions.

2. What do you have to do before we will advance the Amount of Credit?

We do not have to advance the Amount of Credit to you unless we are satisfied that you have met all of our preconditions, including any pre-conditions shown in the Schedule.

Even if you have met these conditions, we will not advance the Amount of Credit to you if:

- (a) there is a significant change in your financial circumstances;
- (b) we have not been able to satisfactorily verify your identity in order to satisfy our obligations under Australia's money-laundering laws; or
- (c) anything else changes that in our reasonable opinion means that we would not have offered to enter into this Agreement with you.

3. What happens if this Agreement does not proceed to drawdown?

If this Agreement does not proceed to drawdown (whether because you decide not to go ahead, we withdraw our offer or for any other reason), you must pay any fees and charges identified in the Schedule under the heading '*What fees and charges will you have to pay to us on or before the Settlement Date*'.

4. How will the Amount of Credit be drawn down?

The Amount of Credit will be drawn down in full on the Settlement Date and applied as set out under the heading '*How will the Amount of Credit be paid on Settlement Date?*' in the Schedule.

5. What can you use the Amount of Credit for?

You must only use the Amount of Credit for the purpose set out in the Schedule under the heading '*What is your Amount of Credit being used for?*'

THE GOODS

6. Delivery of the Goods

We are not responsible for delivery of the Goods. We have engaged an external third- party who is responsible for delivering the Goods to the Property.

However, If the Goods are damaged or lost while in transit, you must immediately notify us. We will repair or replace the Goods at our expense within 30 days of receiving such notice from you.

By accepting delivery of the Goods, you acknowledge that the Goods are in good working order and good condition as described in the Schedule.

7. Ownership of the Goods

The Goods are, and will remain at all times, our sole property for the term of the Agreement. You only have a right to use the Goods during the term of the Agreement.

During the term of the Agreement, you must protect our interest in the goods, including by making clear to others that we own them. If we ask, you must allow us to put plates on the Goods to make it clear that we own the Goods (and provide us with access to the Goods to enable us to do so). We must act reasonably in placing in such plates on the Goods. You must ensure that such plates or other notices are not removed or obliterated during the term of the Agreement.

At the end of the term of the Agreement, title in the Goods will transfer to you immediately upon our receipt of the Final Payment and all other fees and charges.

WARNING

**This means that you do not own the Goods during the term of this Agreement.
Please refer to clause 7 for further information regarding title in the Goods at the end of the term of the Agreement.**

8. Who is responsible for the Goods during the term of this Agreement?

You are responsible for the Goods during the term of this Agreement.

You must ensure that the Goods are kept in good working order and in good repair at all times during the term of the Agreement.

Therefore, during the term of the Agreement, in addition to any of your other obligations in this Agreement, once you have accepted delivery of the Goods,

- (a) you must keep the Goods at the Property or in such other place as we approve;
- (b) (unless the Goods are a motor vehicle), obtain our written consent prior to moving the Goods from the Property;
- (c) provide us with reasonable access to the Property to inspect the Goods;
- (d) keep the Goods in the condition that a reasonable person would expect the Goods to be in, having regard to the time which has passed since the installation of the Goods at the Property;
- (e) comply with the manufacturer's instructions and recommendations in relation to the maintenance and repair of the Goods;
- (f) do everything necessary to protect our rights in relation to the Goods; and
- (g) ensure that any replacement part or add-on (including anything installed in, or affixed to, the Goods for the purposes of the PPSA) during the term of the Agreement becomes our property.

WARNING

This means that despite the fact that we will continue to own the Goods during the term of the Agreement, you bear the entire risk of loss arising in connection with the possession, use, storage, maintenance, seizure and repair of the Goods. (This includes loss arising because of theft, destruction or damage and loss arising out of claims of injury.) *If you have any questions about this, ask before you sign.*

9. What happens if the Goods are lost or damaged?

You must notify us immediately if the Goods are:

- (a) stolen; or
- (b) lost; or
- (c) seized; or
- (d) destroyed; or
- (e) damaged to such an extent that you or your insurer decides that repair is impractical or uneconomic.

If any of these events happen, we may agree (in writing) to the affected Goods being replaced. In making such a decision, we must act reasonably. The replacement Goods will then be the subject of this Agreement.

INSURANCE

10. Do you have to keep the Goods insured?

You must keep the Goods insured for not less than its full insurable value as required by us against loss or damage by fire, storm, tempest, and any other risk specified by us. You must also maintain any other insurances required by us. If it is not possible to insure the Goods under a 'stand-alone' insurance policy, you must keep the Property and the Goods insured under your Home and Contents Policy (or similar policy/ies) for the term of this Agreement.

You must name Powow Finance Pty Ltd ACN 643 773 997 and Venus Capital Pty Ltd ACN 169 312 510 as interested parties under such insurance policy. The insurance must be for not less than the full insurable value of the Goods (or the Property as applicable) as required by us, and must cover any loss or damage by fire, storm, tempest, and any other risk specified by us. In the case of damage to the Goods caused by fire, storm, tempest or other natural disaster, you must provide us with access to

the Property as reasonably required by us.

You must pay all insurance premiums on or before the due date and if required us, provide evidence to us of the currency of all policies relating to this Agreement.

INTEREST

11. When is interest charged in respect of this Agreement?

Interest will accrue from the Settlement Date (even if you do not actually drawdown the Amount of Credit on that day).

Interest is calculated by applying the Daily Percentage Rate to the Amount you Owe Us at the end of each day.

Interest is debited to your Account monthly in arrears, commencing one month after the Settlement Date.

Interest will be debited on the same day each month as the Settlement Day. Interest is also debited to your Account on the date the Amount You Owe Us is repaid in full and on any day that the Amount You Owe Us becomes immediately due as a result of a default as set out in these Terms and Conditions.

In the first month of this Agreement, interest will be calculated at the end of each day, starting on the Settlement Date and ending on the day before the interest charges are first debited. Each month after that, interest will be calculated at the end of each day, starting on the last day that interest was debited and ending on the day before the interest will next be debited.

Interest debited to your Account will be added to the Amount You Owe Us and will form part of the Amount You Owe Us.

If the date does not exist in a month (for example 31 April), interest will be debited on the last day of that month.

12. When will I have to pay Default Interest if I don't make a payment on time?

We do not charge default interest on payments that are not paid on time, however, if you do not make a payment on or before the due date, we may charge a Late Payment Fee as set out in the Schedule.

WARNING

If you are in default under this Agreement, there may also be other consequences. Please refer to the section headed '*Default Under this Agreement*' in these Terms and Conditions for full details.

FEES AND CHARGES

13. What Fees and Charges do you have to pay under this Agreement?

In addition to making the payments set out in the Schedule, you must pay us:

- a) all the fees and charges set out in the Schedule (including any contingent fees and charges that only apply if you do not comply with your obligations under the Agreement);
- b) any enforcement expenses; and
- c) any government charges and duties;

when they are payable.

You authorise us to debit these amounts to your Account. Such amounts will form part of the Amount You Owe Us.

We may debit your Account for the amount of any fees and charges on or after the date we pay them or the date they become payable by you to us as set out in the Schedule.

14. How will you know if we change the fees and charges that apply to this Agreement?

The amounts of the fees and charges that apply to this Agreement as at the Disclosure Date are shown in the Schedule, to the extent that they are known by us.

We may give you notice in writing via email that the amount of a fee or charge has changed or that we have introduced a new credit fee or charge. We may also notify you of such changes via our secure portal.

Some changes in government fees and charges may be publicised by the government and not us.

You can contact us at any time to find out your current fees and charges applicable to this Agreement.

If we remove or decrease the amount of a fee, we may not give you prior notice of this.

PAYMENTS

15. What payments do you have to make under your Agreement?

You must make all payments as set out in the Schedule as and when they become payable.

The payments set out in Schedule assume that:

- a) payments are made on time; and
- b) the Annual Percentage Rate and the fees and charges will not change after the Disclosure Date.

In addition to making all payments that you are obliged to make, you must pay all fees, charges and government charges and duties specified in your Agreement, and, on or before the Expiry Date, you must pay us the Amount You Owe Us, together with any fees or other costs arising on that final payment

If any payment or fee is due on a date which does not exist (for example 30 February), you must make your payment on the last date of that month.

If any payment is due to be made on a day which is not a Business Day, the payment must be made on the next Business Day.

16. How do you make the payments that you must make under this Agreement?

Payments due under this Agreement (including the payment of all fees) must be made in cleared funds by such means as we may reasonably direct. If we ask you to establish a direct debit from your bank account, you must sign any forms that we ask you to sign in order to establish your direct debit authority.

If you have granted us a direct debit authority, you authorise us to use this direct debit arrangement to for the payment of the Amount You Owe Us, when such amounts become payable, including any contingent fees and charges that only apply if you do not comply with your obligations under this Agreement). We reserve the right to apply payments received from you in any order.

If any direct debit used for payment or payment of a fee is dishonoured, the payment will be treated as not having been made, and interest will accrue on the that amount until actual payment is received by us.

You must also make sure that you make any payment and payment of any fees you are required to make under this Agreement without any set-off or counterclaim of any kind.

REDRAW

17. Is redraw available under this Agreement

Redraw is not available under this Agreement. Once you repay some or all of the Amount of Credit, that amount may not be redrawn.

THE END OF THE TERM

18. What happens at the Expiry Date?

At the Expiry Date, full title in the Goods will pass to you on an "as is – where is" basis and without any representation or warranty from us as to title, condition or any other matter. We will sign anything and do anything to ensure that title in the Goods passes to you on and from the Expiry Date.

EARLY TERMINATION

19. Can I terminate the Agreement early by purchasing the Goods from you before the Expiry Date?

You may terminate this Agreement at any time before the Expiry Date by:

- (a) telling us in writing that you intend to purchase the Goods; and
- (b) paying to us:
 - (i) the difference between the price of the Goods as at the Settlement Date and the amount of principal already paid as at the date of the termination;
 - (ii) Break Costs; and
 - (iii) all other amounts owing by you to us under the Agreement as at the date of termination.

If you are considering terminating this Agreement early in accordance with this clause, please contact us and we will give you an indication of the amount of any Break Costs.

SECURITY INTEREST

20. Do you have to provide security to secure your obligations under this Agreement?

By accepting this Agreement, you grant a Security Interest over the Goods to secure the Amount You Owe Us. You also grant us a right to register any Security Interest on the PPSR.

You must pay any applicable stamp duty and registration fees associated with the grant of any Security Interest by the date the Amount of Credit is advanced. You may also need to pay government fees and stamp duty when any Security Interest you are providing is discharged

You agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which we ask and consider reasonably necessary for the purposes of:

- (a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling us to apply for any registration, or give any notification, in connection with the Security so that the Security Interest has the priority required by us; and enabling us to exercise rights in connection with the Security Interest.

Everything you are required to do under this clause is at your expense. For example, you must pay any applicable stamp duty and registration fees associated with the grant of any Security Interest on or before the date the Amount of Credit is advanced. You may also need to pay government fees and charges when any Security Interest you are providing is discharged. You agree to pay or reimburse our reasonable costs in connection with anything you are required to do under this clause.

21. How do you know what security you have given to secure your obligations under this Agreement?

Each Security Interest listed in you're the Schedule will secure your obligations under this Agreement. The Schedule will tell you about any Security Interest required by us in connection with this Agreement. However, in addition, if there is an existing mortgage over the Property which has previously been granted to us, that mortgage will also secure your obligations under this Agreement.

WHAT HAPPENS WHEN THINGS GO WRONG

22. When you will be in default

If any one or more of the following occur we may determine that you are in default.

- (a) you don't pay us any amount that you owe us by the due date;
- (b) you don't pay the Amount You Owe Us on or before the Expiry Date ; or
- (c) you don't do anything that you are required to do under this Agreement.

You must ensure default does not occur.

23. What happens if you are in default?

Default interest is not payable under this Agreement.

If you are in default, after any reasonable grace period:

- (a) we may give you a notice stating that you are in default; and
- (b) if the default is not corrected within any period given in the notice or required by law (or if you are in default again for a similar reason at the end of that period), then, at the end of that period and without further notice to you, we can declare that the whole of the Amount You Owe Us is immediately due for payment and demand the immediate payment by you of that amount.

WARNING

Also, if you are in default because you don't make a payment on or before the due date, then, as well as the actions set out above, we may also charge you a Late Payment Fee. Please refer to the Schedule for further details.

If you are in default, you must also pay our reasonable costs associated with enforcing our rights under this Agreement or chasing late payments. We may debit your Account with our costs related to the exercise or non-exercise of rights arising from any default, including:

- (a) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is

higher;

(b) our internal costs.

These costs will not exceed our reasonable enforcement expenses (including internal costs), and will be added to, and form part of the Amount You Owe Us.

GENERAL MATTERS

24. No set-off in respect of mounts paid under this Agreement

You must pay all amounts due to us as set out in the Schedule without setting off or deducting any money we owe you (or which you may think that we owe you) for any reason. .

25. You appoint us as your Attorney

Subject to any applicable law, you appoint us as your attorney (with power to appoint substitutes) to execute all documents and do everything which you must do under this Agreement.

You must not revoke this power of attorney until you have paid us all amounts you owe under this Agreement. If we ask you to, you must ratify anything which we do when exercising this power of attorney (i.e. if we ask you to, you must give your formal consent and approval to anything that we have signed under this power of attorney).

26. Our certificates

A certificate signed by or on behalf of us that sets out an amount you must pay us under the Agreement is conclusive and binding on you in the absence of manifest error. In making any determination of any amount payable by you under the Agreement, we will always act reasonably.

27. How you can deal with this Agreement

You may not transfer your rights, or attempt to transfer your rights under this Agreement to any other person.

28. How we can deal with this Agreement

We may assign or otherwise deal with our rights under this Agreement in any way we reasonably decide.

We may disclose personal and credit information about you in connection with any proposed assignment or other dealing.

You must sign anything and do anything we reasonably require to enable any dealing with this Agreement. Any dealing with our rights does not change your obligations under this Agreement in any way.

29. When will you receive Statements of Account

We will provide you with a statement of account as required by law.

30. Are you protected by consumer legislation

To the extent that this Agreement is regulated under consumer legislation (e.g. the National Credit Code), any provisions which do not comply with that legislation have no effect, and to the extent necessary, this Agreement is to be read so it does not impose obligations prohibited by that legislation.

We encourage you to obtain independent legal advice and independent financial advice.

31. What you should do if you are suffering financial difficulty

You should inform us as soon as possible if you are in financial difficulty. We will discuss your problems with you, with a view to finding an acceptable solution.

32. Electronic execution of this Agreement

You

(a) agree that we may rely on the electronic signature(s) as having the same force and effect as handwritten signature(s); and

(b) unconditionally consent to any method used by us (at our discretion, acting reasonably) to identify the signatories and to confirm your intention to enter into a binding legal agreement.

33. Electronic communication

You consent to us sending you notices and other documents by email.

You understand that:

- (a) we will either make all documents (including notices, statutory disclosures and a copy of this Agreement):
 1. available for a reasonable time on your online account on our secure portal; or
 2. send you these documents by email or other electronic communication;
- (b) we will not send paper copies of any documents unless required by law;
- (c) you must regularly check your nominated email address for notices;
- (d) you may withdraw your consent to the giving of notices or other documents electronically at any time, provided that we can agree on a suitable way for us to communicate with you; and
- (e) you understand and acknowledge that when you put your signature or initials on a document electronically, you will be bound by that document as if you signed it by hand.

34. Verification of your identity

You agree that we may disclose your personal details to any of the following organisations in order to verify your identity:

- (a) any online identification verification provider; or
- (b) to a Credit Reporting Body (“CRB”) to obtain an assessment of whether that information matches information held by the CRB. The CRB may give us a report on that assessment and to do so may use information about you and other individuals in their files; or
- (c) to an approved Gateway Service Provider (“GSP”) to enable us to verify your identity using the Australian Government’s Document Verification Service (“DVS”). The GSP may give us a report on that assessment and to do so, may use information about you and other individuals held in official records. The GSP used by Possibl is a third party and is not related to Possibl.

Alternative means of verifying you are available on request. If we are unable to verify your identity using information held by a CRB or DVS, we will provide you with a notice to this effect and give you the opportunity verify your identity using an alternative method acceptable to us.

35. Governing Law

This Agreement is governed by the laws in force in the state of New South Wales. You and us submit to the non-exclusive jurisdiction of the courts of that jurisdiction

36. Interpretation

If there are two or more of you, each of you is individually liable, and all of you are jointly liable.

A reference to a person includes companies and trusts and any other kind of body.

Singular words include plural words and vice versa.

DEFINITIONS USED IN THIS AGREEMENT

Account means the account that we establish in your name in connection with the payments and fees and charges that you are required to pay to us under this Agreement.

Agreement means :

- (a) the Schedule; and
- (b) the Terms and Conditions.

Amount of Credit means the amount set out in the Schedule that we advance to you.

Amount You Owe Us means the total amount outstanding under this Agreement from time to time and includes all interest, fees and charges payable by you in connection with this Agreement.

Annual Percentage Rate (Interest Rate) means any annual percentage rate specified in the Schedule.

Break Costs are our reasonable estimate of our loss of interest as a result of you terminating the Agreement early. There are a number of ways we calculate Break Costs.

As we manage our funding position on a portfolio basis, the calculation does not necessarily reflect the actual transactions we enter into on the day you elect to terminate the Agreement. Therefore, the method of calculation is not ascertainable at the Disclosure Date in the Agreement.

Generally, if our funding rate on the day that you elect to terminate the Agreement is lower than it was when you entered into the Agreement, Break Costs will apply. NOTE that we do not pay a benefit to you if you terminate the Agreement at a time that our funding costs are higher than they were on the day you entered

into the Agreement.

Business Day means a day that is not a Saturday or Sunday on which the banks are open for business in Sydney.

Daily Percentage Rate means Annual Percentage Rate (Interest Rate) shown in your Schedule divided by 365 (even in a leap year).

Expiry Date means the date by which you must repay the Amount You Owe Us.

Late Payment Fees means the Late Payment Fee set out in the Schedule.

Payment Date means each date that a payment is due and payable.

PPSA means the *Personal Property Securities Act 2009* (Clth).

PPSR means the Personal Property Security Register;

Security Interest means s any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust or title retention or flawed deposit arrangement and includes a security interest under the PPSA; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest, or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.

Settlement Date means the date you first tell us to advance funds under this Agreement (even though the actual date we first advance funds under this Agreement may be a later date).

Next Steps

If you would like to accept this offer, please sign below.

By signing this Agreement, each Borrower makes the following declarations.

1. You have carefully read this Schedule and the attached Terms and Conditions and understand they establish a legal contract between you and us. ***If you have any questions, ask before you sign.***
2. All information you have given to us or our agents is accurate and not misleading in any material respect. You understand that we are relying on that information to enter this transaction. You acknowledge that you can service the payments and other amounts that you are required to pay under this Agreement without undue hardship.
3. Other than this Schedule and the Terms and Conditions, you have not relied on any promise or representation by anybody when deciding to enter this transaction.
4. The Amount of Credit will be used only for the purpose set out in the Schedule under the heading '*What is the Amount of Credit Being Used For?*'.

We may withdraw this offer if it not accepted within 14 days from the Disclosure Date on page 1 of this Agreement, or you do not drawdown the Amount of Credit within 60 days of the Disclosure Date. We may also withdraw this offer if anything occurs, which in our opinion (acting reasonably) makes settlement undesirable.

This Agreement will only be made once all of our requirements have been met and all matters relating to this Agreement are to our satisfaction.

Signed on behalf of Powow and the Credit Provider by:

Signature:

Print Name:

Title:

Date:

Acceptance of this offer

This contract comes into force on the Settlement Date or such earlier date as we decide (acting reasonably).

If this Agreement is predominantly entered into by you for business purposes or investment purposes (except for investment in residential property) it will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to this Agreement. The information statement below only applies to you if the Agreement is regulated by the National Credit Code.

BEFORE YOU SIGN	IMPORTANT THINGS YOU MUST KNOW
<ul style="list-style-type: none">* READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract. * You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".* Fill in or cross out any blank spaces.* Get a copy of this contract document. * Do not sign this contract document if there is anything you do not understand.	<ul style="list-style-type: none">* Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.* You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property, that is used as security, such as a house or car.* If you take out insurance, the credit provider cannot insist on any particular insurance company.* If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the payments and the fees and charges and can add new fees and charges without your consent.* If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

DATED:



Borrower 1 signature

test test

Borrower 1 name

Date: 02-10-2022



Borrower 2 signature

test test 2

Borrower 2 name

Date: 02-10-2022

This part of this document only applies to you if this Agreement is regulated by the National Credit Code. It does NOT form part of your Credit Contract.

INFORMATION STATEMENT

Things you should know about your proposed credit contract.

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The contract

1 How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before—

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy—

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3 Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as—

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4 Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5 How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6 Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8 Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example—

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for—
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9 Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at EMAIL: info@afca.org.au, PHONE: 1800 931 678 MAIL: GPO BOX 3, MELBOURNE VIC 3001. Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

Insurance

10 Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11 Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12 If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13 In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14 What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages

15 If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16 Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17 Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18 What can I do if I find that I can not afford my payments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may—

- if the mortgaged property is goods — give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the payments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19 Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

22 What do I do if I can not make a payment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways—

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23 What if my credit provider and I can not agree on a suitable arrangement?

If the credit provider refuses your request to change the payments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

24 Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for payments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

25 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

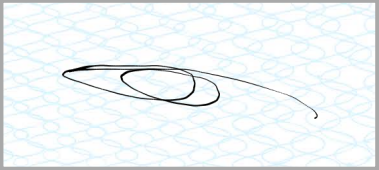
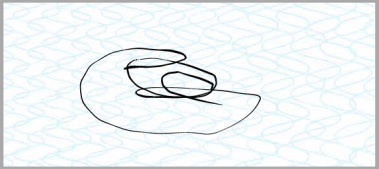
IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT EMAIL: info@afca.org.au, PHONE: 1800 931 678 MAIL: GPO BOX 3, MELBOURNE VIC 3001

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Signature Certificate

Reference number: HBDJZ-CP6N7-ZOTST-NL3KA

Signer	Timestamp	Signature
Test test Email: szhu81@msn.com Sent: 02 Oct 2022 02:02:36 UTC Viewed: 02 Oct 2022 02:06:40 UTC Signed: 02 Oct 2022 02:06:56 UTC		
Recipient Verification: ✓Email verified	02 Oct 2022 02:06:40 UTC	IP address: 120.154.2.161 Location: Sydney, Australia
test test 2 Email: szhu1981@gmail.com Sent: 02 Oct 2022 02:02:36 UTC Viewed: 02 Oct 2022 02:07:06 UTC Signed: 02 Oct 2022 02:07:21 UTC		
Recipient Verification: ✓Email verified	02 Oct 2022 02:07:06 UTC	IP address: 120.154.2.161 Location: Sydney, Australia

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