

# APPLICANTS' AND GUARANTORS' AGREEMENTS

## LOAN APPLICATION

The loan Applicants and Guarantors signing below (each "you") jointly and severally acknowledge and agree with First Mortgage Managers Limited ("Manager") as follows:

- You have informed the Manager if you have been declined elsewhere for this or a similar loan.
- You are not under 18 years of age, an undischarged bankrupt, or liable under the Insolvency Act 1967 as amended from time to time.
- You believe you can afford to service the loan you have applied for.
- The Manager may obtain at your expense such valuation reports and other information the Manager may require for assessing the loan application.
- A condition of any loan will be that the property provided as security is insured with an insurer approved by the Manager.
- If the loan is granted you will pay a processing fee. This fee may be deducted from the loan amount otherwise advanced.
- All information given by you is true and complete and may be relied upon by the Manager to evaluate your loan application.
- The Manager may use all information that you have provided to it at its discretion for the purpose of assessing the loan application or any directly related purpose, and may obtain such further information from you or other persons as it may consider necessary or desirable for assessing the loan application.
- You authorise any of the following persons to disclose to the Manager at any time all information it or they may hold about you to:
  - any credit reporter, your employer and any previous employer and any provider of credit to you;
  - any solicitor, accountant, or financial adviser.
- The Manager may at any time disclose any information it holds about you to any credit reporter, (which may use that information to update its credit reporting database), and other providers of credit to you and any solicitor, accountant or other person.
- The Manager may electronically verify your identity using the personal information collected as part of this application including verification, identity documents provided below.
- As part of the intended loan, you should review your personal risk insurance requirements.
- Should your circumstances change before the loan is repaid, you remain liable for continuing to make loan repayments.
- In the event of your death it will be your estate's responsibility to make the loan repayments, and to pay the loan balance.
- Where a joint loan application has been with another person or persons, your liability and that of the other person or persons under the loan and in respect of the above agreements will be joint and several.

## GST STATEMENTS

You confirm that (select those applicable)

- You are not registered for GST and will not be with respect to the security property
- You are or will be registered for GST but the security property is not/will not be used for the purpose of a taxable activity
- You are or will be registered for GST and security property is/will be used for the purposes of a taxable activity.

Note: Where a loan is wholly or primarily for business or investment purposes then your rights and obligations are not regulated under the Credit Contracts and Consumer Finance Act 2003.

## PRIVACY STATEMENT

This privacy statement relates to personal information (as that term is used in the Privacy Act 2020) that is being provided by you to the Manager in this Agreement and the accompanying loan application and any subsequent personal information which you may provide in the future.

You agree that all personal information supplied by you may be used by the Manager and its related entities for the purposes of enabling them to arrange and manage the loan application / loan, to contact any applicant or guarantor in relation to the loan application / loan and to market other products and services offered by the Manager.

You authorise the Manager to disclose your personal information to the Manager's related entities, to any third parties as needed to perform services on behalf of the Manager, to regulatory bodies or law enforcement agencies and to meet the Manager's legal or regulatory obligations.

The Manager will provide to you (on request) the name and address of any entity to which your personal information has been disclosed. You have the right to access all personal information held about you by the Manager. If any of the information is incorrect, you have the right to have it corrected.

## ANTI-MONEY LAUNDERING AND COUNTERING FINANCING OF TERRORISM ACT 2009 (AML/CFT)

You must not knowingly do anything which may put the Manager in breach of the AML/CFT. You agree to provide all additional information and assistance requested by the Manager and comply with all reasonable requests from the Manager to facilitate its compliance with the AML/CFT.

You represent and warrant that you are not aware and have no reason to suspect that:

- the money you will use to fund the property acquisition which is the subject of your loan application is derived from or related to any criminal or other illegal activities, money laundering, terrorism financing or similar activities (illegal activities); or
- the loan will be used to fund any illegal activities.

You agree that the Manager is not liable for any losses incurred as a result of any action it takes or omits to take and which either delays your loan application or results in your loan application being declined, when these actions or omissions are necessary or desirable to enable the Manager to comply with its obligations under the AML/CFT.

**PARTIES TO SIGN**

APPLICANT'S NAME\*:

Date

DOB

Mobile Number

**Form of Identification provided / attached** *Please provide details for one of the following:*

**Driver Licence** Version Number

NZ Drivers Licence Number Expiry Date

**NZ Passport**

NZ Passport Number Expiry Date

**Current Address**

Years at address

Signature

JOINT APPLICANT'S NAME\*:

Date

DOB

Mobile Number

**Form of Identification provided / attached** *Please provide details for one of the following:*

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**NZ Passport**

NZ Passport Number Expiry Date

**Current Address**

Years at address

Signature

GUARANTOR'S NAME\*:

Date

DOB

Mobile Number

**Form of Identification provided / attached** *Please provide details for one of the following:*

**Driver Licence** Version Number

NZ Drivers Licence Number Expiry Date

**NZ Passport**

NZ Passport Number Expiry Date

**Current Address**

Years at address

Signature

\*Applicants / Guarantor's may include; Trustees, Settlers, Appointees, Directors or Shareholders (where 25% or more of a company is held by a shareholder). Note: Please copy this page where additional individuals are party to the application so that all parties can sign this authority.

## RELEVANT PERSON(S)\* AGREEMENT TO ELECTRONIC VERIFICATION

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You agree that all personal information supplied by you may be used by the Manager and its related entities for the purposes of enabling them to arrange and manage the loan application / loan, to contact you in relation to the loan application / loan and to market other products and services offered by the Manager. The Manager may electronically verify your identity (including the use of biometric technology (facial recognition) using the personal information collected as part of this application including verification, identity documents provided. You authorise the Manager to disclose your personal information to the Manager's related entities, to any third parties as needed to perform services on behalf of the Manager, to regulatory bodies or law enforcement agencies and to meet the Manager's legal or regulatory obligations.

The Manager will provide to you (on request) the name and address of any entity to which your personal information has been disclosed. You have the right to access all personal information held about you by the Manager. If any of the information is incorrect, you have the right to have it corrected.

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**Current Address**

Years at address

Signature

\*Relevant Persons may include; Trustees, Settlers, Appointees, Directors or Shareholders (where 25% or more of a company is held by a shareholder) and they are not a borrower or guarantor.