

LOAN AGREEMENT

IMPORTANT— This document sets out 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 disclosure statement and a copy of your consumer credit contract in a safe place.

You are protected by responsible lending laws. Because of these protections, the recommendations given to you about this Loan, 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.

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

Statement Date: _____

Creditor

We, Industrial and Commercial Bank of China (New Zealand) Limited (trading as ICBC (NZ) Ltd), having our principal place of business at Level 11, 188 Quay Street, Auckland, agree to provide the Loan to:

Borrower(s) *[insert name(s) and address(es) of borrower(s). Duplicate if more than one borrower]*

Full name: _____

Address: _____

Guarantor(s) *[delete if N/A]*

The Loan is guaranteed by: *[insert name(s) and address(es) of guarantor(s). Duplicate if more than one guarantor]*

Full Name: _____

Address: _____

By signing this agreement, the Borrower and each Guarantor agree to receive all notices, disclosures (including for the purposes of the Credit Contracts and Consumer Finance Act 2003) and any other communications from us in connection to this agreement by email to the email address nominated from time to time by the Borrower for your Specified Account (which as at the date of this agreement is as set out below), and all notices, disclosures and other communications sent by us to that nominated email address are deemed and acknowledged to have been made to all Borrowers and Guarantors under this agreement.

Nominated Email Address: _____

Industrial and Commercial Bank of China (New Zealand) Limited

Level 11, 188 Quay Street, Auckland CBD,

PO Box 106656, Auckland 1143, New Zealand

Email: homeloan@nz.icbc.com.cn | Tel: +64 93747267/ +64 93747713 |
Fax: +64 93747287

Branch:

Ground Floor, 2 Queen Street, Auckland CBD

PO Box 106656, Auckland 1143, New Zealand

Tel: +64 93747266

Summary

Your Loan is:

Type of loan	Home loan
Total advances	\$
Credit limit of the contract	\$

Fees *[insert amount of each fee (for example, application fee or low equity fee) payable (but if not ascertainable, method of calculation) and when each fee is payable.]*

The following credit fees and charges are included in your Loan:

Type of fee	Amount
_____	\$ _____
_____	\$ _____

The following credit and default fees (which are not included in your Loan) are, or may become, payable under, or in connection with, your Loan and must be paid before/on settlement date:

Type of fee	Amount
_____	\$ _____
_____	\$ _____

Other fees and charges may also apply to particular services, including in relation to any securities given to us. We will advise you of what fees and charges will apply to those services at the time they are acquired. Further descriptions of our fees and charges that may apply to your Loan can be found in our General Loan Terms and Conditions and in our Fees and Charges Brochure.

Payment details:

Background

Before we provide you credit, we must make an assessment that:

- You can meet your financial obligations under the credit contract without substantial hardship; and

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- The credit meets your requirements and objectives.

To help us to make this assessment we will:

- Make reasonable steps to verify your financial situation and requirements and objectives that we believe are relevant to the credit you are applying for; and
- Take reasonable steps to verify your financial information - for instance by asking for evidence of your income; and
- Use this information to determine whether the credit is unsuitable for you.

Please read this Loan Agreement carefully. To the extent applicable, it contains key information about your Loan disclosed in accordance with the Credit Contracts and Consumer Finance Act 2003. The disclosures contain estimates based on the interest rates specified and the assumption that all payments will be made when due. The interest rates, fees and charges (and, as a consequence, repayment amounts and other disclosures) may change after the date disclosure is made.

Our Home Loan General Terms and Conditions and the Fees and Charges Brochure (as defined in the Home Loan General Terms and Conditions) ("**Fees and Charges Brochure**") apply to your Loan. A copy of each of the Home Loan General Terms and Conditions and the Fees and Charges Brochure is enclosed and is also available from any Industrial and Commercial Bank of China (New Zealand) Limited ("**we**", "**us**" or "**our**") branch or on our website www.icbcnz.com.

[Please note that copies of the Loan Agreement, Home Loan General Terms and Conditions, Fees & Charges must be disclosed to the Borrower and each Guarantor before the Loan Agreement is entered into or any guarantee is provided. If any: (i) insurance over secured property, (ii) insurance that provides cover for shortfall in the event of total/substantial destruction of a secured property; or (iii) mortgage/income protection insurance, is arranged by ICBCNZ, then copies of the insurance T&Cs must also be provided to each insured person before the insurance is arranged. Please note that "arranged" for the purposes of disclosure under the CCCFA includes the circumstance where ICBCNZ receives a commission in relation to the insurance.]

Throughout this Loan Agreement you will see capitalised words. These words have a specific meaning and are set out in the General Loan Terms and Conditions.

Time limits

Please sign and return this Loan Agreement to us as soon as possible. If you do not sign and return this Loan Agreement to us within 10 Business Days of the Statement Date specified above, then we have no obligation to lend you any money.

If the first advance under your Loan is not made **[[by [insert date]] / [within 90 days of the date of the letter of offer relating to this Loan Agreement]]**, then we have no obligation to lend you any money.

Loan details

The Portions that make up your Loan are set out below:

FIXED/VARIABLE INTEREST RATE (WITH OPTION FOR AN INTEREST-ONLY PERIOD) – TABLE LOAN

\$<Loan Amount> Fixed Interest Rate/Variable Interest Rate. [and Interest-only Period] [Please delete as appropriate] for <x> <months>

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Loan Amount:	<\$amount>. This is the total amount you may borrow under this Portion of your Loan.
Initial unpaid balance: The amount the borrower owes on the day specified in the initial disclosure statement.	Nil (as at Statement Date of your Loan Agreement)
Subsequent advances:	This Portion is to be borrowed and drawdown on settlement date in one lump sum. It cannot be drawn down progressively. [Construction Loan] This Portion is to be borrowed and drawdown in stages. As the amount and timing of subsequent advances can not been known, therefore it cannot be disclosed. [Please delete if it is not construction loan]
Product type:	Fixed Interest Rate for a Fixed Rate Period of <x> <months> [Variable Interest Rate] [Please delete if it is not Variable Interest rate]
Fixed Rate Period:	Initial fixed term of <x> <months>
Interest-only Period:	Interest-only for <x> <months>
Interest Free Period:	Not applicable
Annual Interest Rate:	Fixed rate period: <xx.xx%> per annum applied. At the end of the Fixed Rate Period, this rate will become a Variable Interest Rate. Variable rate period: <xx.xx% > per annum applied. The Variable interest rate is subject to change. As at the Statement Date of your Loan Agreement, our published base rate can be found on our website: www.icbcnz.com.
Repayment type:	[Principal and interest] [Please select if Interest-only Period is not offered] [Interest only payments during the Interest-only Period, then principal and interest payments for the remainder of the Term.] [Please select if Interest-only Period is offered]
Payment Amounts and Payment Dates:	First payment date: <DD/MM/YY> Payment frequency: Monthly Total number of payments: <x>

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	Based on a Fixed Interest Rate/Variable Interest Rate of <xx.xx>% per annum the amount of each payment: <\$0.00> [Please select if Interest-only Period is not offered] The monthly payment amount during the interest only period will be calculated based on a Fixed Interest Rate/Variable Interest Rate of <xx.xx>% per annum on the loan amount owing under the interest only portion, and each monthly payment amount may increase or decrease depending on the number of days in the repayment cycle. [Please select if Interest-only Period is offered] Number of payments during the (fixed) term: <x> At the end of the Fixed Rate Period, this rate will switch to a Variable Interest Rate. Your payments will be debited from your Specified Account at NZT 8:00pm on the relevant Payment Dates.
Variable Offset:	Yes/No [please delete this if No] The amount of interest you will be charged on your Offset Portion for an interest period will be reduced if you have credit balances in your Specified Account during that interest period.
Term:	The total Term of this Portion is <x> <months> from the first date on which we lend you money under this Portion.
Termination Date:	<xx> (being the final date upon which you may borrow this Portion of your Loan).

Specified Account

- **[insert specified account number held in the name of the customer]**

The current account you hold with ICBC NZ, which we refer to as the Specified Account, becomes the account through which you must make all of your Home Loan repayments. It is also the account in which funds must be held to receive the benefit of the Offset Product (if applicable).

Where there are multiple borrowers under this Loan Agreement, the Borrowers must nominate one current account held with ICBC NZ to be the Specified Account. Each Borrower agrees that the bank may debit from, or credit to, the Specified Account any amounts payable by or to any borrower under or in connection with this Loan Agreement from or to (as the case may be) the Specified Account nominated below, regardless of whose name the Specified Account is in with us.

Total Loan Amounts, interest and repayments

- Total Loan Amounts: \$_____
- Total interest charges: \$_____

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- Total repayments: \$_____

The total interest charges are calculated by adding the interest amount from the fixed term rate you have chosen and the estimated interest amount for the remaining term at the current variable rate and are subject to change depending on your future repayment activities and interest rate changes over the term of your loan.

The total interest charges and total repayments exclude any Construction Amount which may be drawn by way of progressive payments as total interest charges and repayments cannot be calculated where the advance dates are unknown.

If the Loan contains an Offset Portion, then the total interest charges set out above do not take into account any credit balances in your Specified Account as the credit balances in your Specified Account may fluctuate from time to time.

Security [delete if no security or guarantee is being taken]

This Loan is secured credit. By signing this Loan Agreement, you and/or each owner of the relevant property set out below agree(s) to grant us security over the relevant property to us (each such property being referred to in this Loan Agreement as a "**Secured Property**").

Mortgage

Address:	
Description of Interest (for example, fee simple, leasehold or unit title):	
Computer Register Identifier(s):	
Mortgagor(s) (Owner):	

Other security [delete if N/A. Consumer goods (being goods that are used or acquired for use primarily for personal, domestic or household purposes) subject to security interest must be specifically identified by item. It is not sufficient to merely describe the goods by kind. In addition, ICBCNZ is prohibited under section 83ZN of the CCCFA to take security over certain 'essential' consumer goods, unless the relevant security is a purchase money security interest.]

Asset	Owner	Description of Security

Amount secured by each Security:

Each mortgage and each other security set out above secures the total amount of money you owe to us under your Loan (including principal, interest, fees and costs) and other loans or facilities you get from us from time to time (including existing loans and facilities).

We will continue to hold any security we have until you have repaid all amounts owing to us.

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Security Condition:

Except where we have previously given our written consent to you or as required by law, we require each Secured Property to have clear title and to be free from mortgages, charges and all other encumbrances other than the security provided to us. While the Secured Property is granted to us as security, you must obtain our agreement in writing before you can grant to another party a charge over the Secured Property.

What could happen if there is a breach of the Security Condition:

If, in breach of the Security Condition, any other security, mortgage, charge or encumbrance exists over a Secured Property, then we may require you to repay any money you owe us earlier than the originally scheduled payment date or on demand and we may cancel the Loan (or any undrawn portion of your Loan).

We may also repossess and sell the Secured Property. If we sell any Secured Property and the amount we recover is less than the amount you owe us, then you will still be responsible for paying the amount of any shortfall to us.

What happens if you fail to comply with the terms of your Loan Documents:

If you do not pay any amount owing to us when it falls due or do not comply with any other terms of your Loan Documents, then we may require you to repay your Loan earlier than the originally scheduled payment date or on demand and we may cancel the Loan (or any undrawn portion of your Loan) and we may repossess and sell the Secured Property.

If we sell any Secured Property and the amount we recover is less than the amount you owe us, then you will still be responsible for paying the amount of any shortfall to us.

Method of charging interest

Interest is calculated at the end of each day by applying the daily interest rate (which is the relevant Interest Rate (including any low equity margin, if applicable) divided by 365) to the daily balance outstanding of your Loan (or each Portion of your Loan, as the case may be). Interest will be charged from the day you first borrow money under your Loan (or each Portion of your Loan, as the case may be) until fully repaid.

Interest will be debited from your Specified Account on the relevant Payment Dates. However, when you repay your Loan in full, interest will be charged up to but excluding the day that the payment is credited to your Specified Account.

If you have an Offset Portion, any credit balances in your Specified Account will be taken into account for interest calculation purposes, and the amount of interest you will be charged on the Offset Portion will be calculated on the Portion by reference to the difference between that Portion and the credit balances in your Specified Account, and accordingly the amount of such interest charges will be less than the amount which would have been charged if you had not had an Offset Portion.

If the credit balance in your Specified Account is greater than the principal amount owing on your Offset Portion on any day, then no interest will accrue on your Offset Portion for that day. You may still be entitled to credit interest in respect of the credit balance of your Specified Account, but only where, and to the extent that, the total credit balance of your Specified Account exceeds the total balance of the Offset Portion of your Home Loan.

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If the credit balance in your Specified Account is less than the principal amount owing on your Offset Portion on any day, no interest will be paid on any credit balance in your Specified Account.

Other Charges

Please refer to the **enclosed Fees and Charges Brochure** for the fees and charges payable under or in connection with your Loan. In addition to those fees, if we incur any costs (which have a specific meaning – see clause 2.1 of the Home Loan General Terms and Conditions) in administering your Loan, then you must pay us the amount of those costs. If we know that we may incur any significant costs in relation to your Loan, we will use our reasonable endeavours to consult you before we incur such costs (unless incurrence of such costs is beyond our control).

Please note that all fee(s) and charge(s) may change from time to time.

Default interest and Fees

If you fail to pay any amount when it falls due under your Loan, we may charge you additional interest at the Default Rate (which is your current rate of interest plus 5% per annum) on the overdue amount calculated daily (by applying the Default Rate divided by 365) from the date the amount was due until the date it is fully repaid. This additional interest is deducted from your Specified Account or any other account you hold with us at such intervals as we determine. We may also add any default interest that is due but unpaid to the principal amount of any portion of your Loan.

A default notice fee as stipulated in our Fees and Charges Brochure may also apply.

The default interest is in addition to any default fees specified under the heading 'Fees' or referred to under the heading 'Other Charges' above, which is payable by you to us in the event of a breach of this Loan Agreement or on enforcement of this Loan Agreement.

Early repayment

If you repay all or any portion of the unpaid balance of your Loan before it is due, then you may be required to pay an Early Repayment Charge to us to compensate us for any loss that we may suffer on the early repayment – please see clause 13 of the Home Loan General Terms and Conditions for more details.

Where you make a full prepayment of your Loan during a fixed interest period, the amount of the fee you may be required to pay to compensate us for the loss will be calculated using the formulas prescribed in regulations 9 or 11 of the Credit Contracts and Consumer Finance Regulations 2004. Where you make any other form of prepayment, the fee we may charge you will be calculated as a reasonable estimate of our loss. To calculate a reasonable estimate of our loss in these situations we will use the formulas prescribed in regulations 9 or 11 of the Credit Contracts and Consumer Finance Regulations 2004 but with modifications to those formulas as we consider necessary given that the prepayment is not a full prepayment of the Loan during a fixed interest period.

You may also have to pay us an early repayment administration fee relating to the early repayment. Please refer to our Fees and Charges Brochure for details.

Continuing disclosure

We will provide you with a continuing disclosure statement at least every six months.

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Electronic disclosure

The Borrower and each Guarantor consent to us satisfying our disclosure obligation to you under the Credit Contracts and Consumer Finance Act 2003 in electronic form and by electronic communication. You agree that electronic disclosure may involve us sending to the email address nominated by the Borrower in respect of the Specified Account for disclosure purposes an electronic communication advising that a disclosure statement is available for accessing through our website, www.icbcnz.com.

Right to cancel

You are entitled to cancel this Loan Agreement by giving notice to us.

Time limits for cancellation:

You must give us notice that you intend to cancel this Loan Agreement within 5 working days of the Statement Date set out on the front of this Loan Agreement. *[delete if disclosure is not made in person on the Statement Date set out on the front page of the Loan Agreement]*

You must give us notice that you intend to cancel this Loan Agreement within **[5/7/9]** *[select: (i) 5 working days, if document is handed in person, (ii) 7 working days, if document is emailed to the customer, and (iii) 9 working days, if the document is posted to the borrower]* working days of **[]** *[specify the date the Loan Agreement is: (i) provided (in person), (ii) emailed, or (iii) posted to the borrower, as applicable]*

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 Loan Agreement by:

- giving notice to us or our employee or our appointed agent (if applicable); or
- posting the notice to us at our address set out in clause 23 of the Home Loan General Terms and Conditions or our appointed agent (if applicable); or
- emailing the notice to our email address set out clause 23 of the Home Loan General Terms and Conditions.

You must also return to us any advance and any other property received by you under this Loan Agreement.

What you may have to pay if you cancel:

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

If you cancel the Loan Agreement, we can also charge you interest for the period from the day you received the advance until the day you repay the advance.

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What to do if you suffer Unforeseen Hardship

If you are unable reasonably to keep up your payments 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 us for a hardship variation.

To apply for a hardship variation, you need to:

- make an application in writing; and
- explain your reason(s) for the application; and
- request one of the following:
 - a. Relief under the Statutory Hardship Regime. Please refer to our website for more details on this process and our requirements. Some of the options available to you may be extending the term of the loan and reducing the amount of each payment; postponing, for a specified period, the dates on which payments are due; or extending the term of the loan and postponing, for a specified period, the dates on which payments are due.
 - b. Other Repayment Relief (where you do not meet the eligibility criteria under the statutory hardship regime). The options available to you may be restructuring your loan or a Repayment holiday.
- give the application to us in accordance with clause 23 of the Home Loan General Terms and Conditions.

Please refer to clause 10 of the Home Loan General Terms and Conditions for further information on your entitlement to request for a hardship variation to your Loan.

Please do this as soon as possible. If you leave it for too long, we may not have to consider your application.

Dispute Resolution

We are required to be a member of an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. We are a member of the Banking Ombudsman Scheme.

In the event that you have any issues or matters to raise, please contact your branch manager and we will do our best to help. You may also make a complaint to our dispute resolution scheme at any time:

- By post to:
Banking Ombudsman
Freepost 218002
PO Box 25327
Wellington 6140

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- By email to: help@bankomb.org.nz
- By freephone to:

0800 805 950
00649 915 0400 (if calling from overseas)

This scheme is a free and independent service for you; it can help you to resolve any disagreements you may have with us.

Registration on Financial Service Providers Register

We are a registered financial service provider on the register of financial service providers under the following details:

Registration Name: Industrial and Commercial Bank of China (New Zealand) Limited
Registration number: FSP331166

Insurance requirements

If you have a Home Loan, house insurance is required (unless the land has no building on it).

Mortgage redemption insurance is required. [delete if N/A]

Builders' risk insurance is required. [delete if N/A]

Please see clause 5 of the Home Loan General Terms and Conditions for more information about insurance.

General conditions

The borrower(s) acknowledged and agreed that sufficient provision/payment plan to be in place to ensure no overdue payments/arrears on rates that are due to Local Council and/or any Regional Authority.

The borrower(s) acknowledged and agreed that the source of all deposits (if applicable) and funds servicing the loan will satisfy our AML requirements, including but not limited to: 1) funds for repayment will be from the original funds and assets declared on the loan application; 2) use a local bank account to service the loan, provided that the funds in the local bank account was originated from the funds and assets declared to obtained the loan; 3) Satisfactory evidence to be provided to us upon request.

The borrower(s) acknowledged and agreed that the owner occupied property mortgaged to us after settlement shall only be occupied by the borrower(s) and/or spouse, civil union partner or de facto partner as a primary residence. Any investment activities (i.e. Occupiers other than the legal owner(s) including letting) will not be undertaken without our consent.

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If the property(ies) will be rented out or tenanted for investment purpose, the proprietor(s) have to ensure the property meets any requirements under the Residential Tenancies Act 1986.

Special conditions *[insert any special conditions or delete this section if N/A]*

[Please refer to any additional conditions set out in the Borrower's letter of offer or seek further legal advice for drafting appropriate conditions.]

Post conditions *[insert any post conditions or delete this section if N/A]*

Standard funding conditions

Before you can draw your Loan:

- we must have received signed originals or copies of this Loan Agreement, any Mortgage, any other Security (including any guarantee);
- you must provide confirmation that all insurance requirements under this Loan Agreement and any Mortgage or other Security have been put in place; and
- you and/or your solicitor must meet any conditions precedent to settlement requested by us prior to settlement.

Service on Borrower(s) and any guarantor outside New Zealand

If you are located outside New Zealand, any document or notice in connection with this Loan Agreement may be served on you by delivering it to your agent who is authorised to receive such documents or notices and who has been notified to us or, if no such agent has been notified, any document or notice in relation to proceedings under or in connection with this Loan Agreement may be served on you by delivering it to any other of your addresses for service in New Zealand as notified in writing to us. Please advise us if you live outside New Zealand or are not entitled to be permanently resident in New Zealand.

Service on ICBC

You may send notices and communications to us by:

- writing to us at Level 11, 188 Quay Street, Auckland; or
- sending an email to homeloan@nz.icbc.com.cn

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Executed as a deed

Dated: _____

Signed by the Borrower(s)

Individual - where the Borrower is one or more individuals then the signature of each individual must be witnessed

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Signed as a deed by the Borrower:	Signed in my presence:
Signature	Signature of Witness
Name	Print Name
	Occupation
	Address
Signed as a deed by the Borrower:	Signed in my presence:
Signature	Signature of Witness
Name	Print Name
	Occupation
	Address

Company - where the Borrower is a company then execution should be by two directors. If there is only one director then that director's signature must be witnessed

Signed as a deed on behalf of the Borrower by:	Signed in my presence:
Signature of director	Signature of Witness
Name	Print Name
	Occupation
Signature of director	Occupation

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Name

Address

Sample Documents

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Trust/Partnership - where the Borrower is a trust or partnership then execution should be in accordance with the trust deed or governing document. Generally all trustees/partners must sign and each of their signatures must be witnessed

Signed as a deed on behalf of the Borrower by:		Signed in my presence:	
Signature of trustee/partner		Signature of Witness	
Name of trustee/partner		Print Name	
Signature of trustee/partner		Occupation	
Name of trustee/partner		Address	
Signature of trustee/partner			
Name of trustee/partner			

Industrial and Commercial Bank of China (New Zealand) Limited

Level 11, 188 Quay Street, Auckland CBD,

PO Box 106656, Auckland 1143, New Zealand

Email: homeloan@nz.icbc.com.cn | Tel: +64 93747267/+64 93747713 |
Fax: +64 93747287

Branch:

Ground Floor, 2 Queen Street, Auckland CBD

PO Box 106656, Auckland 1143, New Zealand

Tel: +64 93747266

Signed by the Guarantor(s) [delete if N/A]

The Guarantor(s) acknowledge and agree that any guarantee provided by the Guarantor(s) of the obligations of the Borrower(s) (whether provided before or after the date of this Loan Agreement) extends to the obligations of the Borrower(s) under this Loan Agreement.

Individual - where the Guarantor is one or more individuals then the signature of each individual must be witnessed

Signed as a deed by the Guarantor:	Signed in my presence:
Signature	Signature of Witness
Name	Print Name
	Occupation
	Address

Signed as a deed by the Guarantor:	Signed in my presence:
Signature	Signature of Witness
Name	Print Name
	Occupation
	Address

Company - where the Guarantor is a company then execution should be by two directors. If there is only one director then that director's signature must be witnessed

Signed as a deed on behalf of the Guarantor by:	Signed in my presence:

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Signature of director	Signature of Witness
Name	Print Name
Signature of director	Occupation
Name	Address

Trust/Partnership - where the Guarantor is a trust or partnership then execution should be in accordance with the trust deed or governing document. Generally all trustees/partners must sign and each of their signatures must be witnessed

Signed as a deed on behalf of the Guarantor by:	Signed in my presence:
Signature of trustee/partner	Signature of Witness
Name of trustee/partner	Print Name
Signature of trustee/partner	Occupation
Name of trustee/partner	Address
Signature of trustee/partner	
Name of trustee/partner	

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Signed by Industrial and Commercial Bank of China (New Zealand) Limited

Signed as a deed on behalf of Industrial and Commercial Bank of China (New Zealand) Limited by:		Signed in my presence:	
Signature of authorised signatory		Signature of Witness	
Name of authorised signatory		Print Name	
Signature of authorised signatory		Occupation	
Name of authorised signatory		Address	

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