

Pre-Contractual Disclosure and Unsecured Loan Contract

SCHEDULE

Borrower: Rollen V Lopez

Application No:

RL62338362

22 MAURICE WAY MERNDA VIC 3754 Australia

The disclosures in this Schedule are made as at the following Disclosure Date: 23/11/2022

FINANCIAL TABLE

Amount of Credit and the credit fees and charges paid from the Amount of Credit	<p>Total Amount of Credit \$52549.00</p> <p>From the Amount of Credit we pay the following credit fees and charges, which are payable on the date the Amount of Credit is disbursed:</p> <ul style="list-style-type: none"> Credit Assistance Fee \$899.00 payable to Plenti Pty Limited Brokerage fee \$1650.00 payable to Quick Funding
Annual Percentage Rate	<p>The annual percentage rate for the term of the Loan is fixed at 9.79% unless, at the time we accept your offer to enter this Contract, we advise you of a lower annual percentage rate, in which case the annual percentage rate will be fixed at that lower annual percentage rate.</p>
Total amount of interest charges payable	<p>\$14128.10</p>
Repayments	<p>60 Monthly repayments, being 59 repayments of \$1111.08 and a final repayment of \$1123.38, totalling \$66677.10 payable over the loan term.</p> <p>Your first repayment date is 23/12/2022.</p>
Ongoing credit fees and charges payable under this Contract	<p>While any part of the Unpaid Daily Balance is outstanding, the following Account Management Fees are payable to us on the day of each scheduled loan repayment:</p> <ul style="list-style-type: none"> Plenti Account Management Fee \$0.00 on each scheduled repayment date

		Amount
Total amount of credit fees and charges (to the extent that is ascertainable) and including any already paid	This total includes the aggregate of the fees that are payable on the Settlement Date (being those that are paid from the Amount of Credit - see above) and the credit fees and charges which will be payable throughout the Loan Term on the assumption that you do not incur any of the fees below.	\$2549.00

Other credit fees and charges which may be payable under this Contract	Arrears Fee - payable weekly while the loan account is in arrears.	\$20.00
	Direct Debit Dishonour Fee - payable on or about the day a direct debit payment into your Loan Account is dishonoured whether or not the dishonour results in a repayment not being made on time.	\$25.00
	Variation Fee - payable each time you ask to move a monthly repayment to a date after the scheduled due date and we agree to such a request.	\$30.00

Important: Information about credit fees and charges, repayments and the annual percentage rate (except where the annual percentage rate is fixed) is subject to change and the change can be made any time without your consent.

OTHER DETAILS

Loan Term	The term of your Loan is 60 months starting from (and including) the Settlement Date.
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REPAYMENT SCHEDULE

Repayments	Repayment Date	Repayment Amount
	23/12/2022	\$1111.08
	23/01/2023	\$1111.08
	23/02/2023	\$1111.08
	23/03/2023	\$1111.08
	24/04/2023	\$1111.08
	23/05/2023	\$1111.08
	23/06/2023	\$1111.08
	24/07/2023	\$1111.08
	23/08/2023	\$1111.08
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	24/05/2027	\$1111.08
	23/06/2027	\$1111.08
	23/07/2027	\$1111.08
	23/08/2027	\$1111.08
	23/09/2027	\$1111.08
	25/10/2027	\$1111.08
	23/11/2027	\$1123.38

COMMISSIONS

In addition to any fees or charges stated to be payable to third parties for credit assistance, the following commissions may be paid:

Introducer commissions	If you were introduced to Plenti by a third party, Plenti Pty Limited may pay that introducer a commission.	As at the disclosure date this amount is not ascertainable but may include an amount calculated based on total referrals in a period.
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IMPORTANT

BEFORE YOU ACCEPT

- 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".
- Get a copy of this contract document.
- **Do not** click the "Sign and Submit Offer" button if there is anything you do not understand.

THINGS YOU MUST KNOW

- You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are 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 can not 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 repayments 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.

Loan Contract

Effective 23/11/2022

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Part A: General Terms and Conditions

1. Your Loan

- 1.1 By clicking the "Sign and Submit Offer" button, you offer to borrow the Amount of Credit on the terms set out in this document and we accept your offer by applying our digital signature.
- 1.2 We will provide a loan by paying the Amount of Credit (less any fees we have deducted) into your nominated account or as otherwise directed in the Schedule, but only if we have received all documents and information we require, including a completed Direct Debit Request, in a form satisfactory to us. We may terminate this Contract if you have not provided us with such documents within 1 month from the date we accept your offer.
- 1.3 You may terminate this Contract before any of the Amount of Credit has been advanced. If you do, however, we may retain or require payment of fees or charges incurred before termination.

2. Your payment obligations

- 2.1 You must:
 - (a) repay the loan by making the repayments set out in the Schedule;
 - (b) pay the fees and charges set out in the Schedule or otherwise imposed by us under this Contract. In respect of fees and charges which are not included in the Amount of Credit, you must pay them to us when they are incurred by you (if a fee is stated to be payable to a third party, we will make this payment to the third party once we receive the payment from you);
 - (c) pay interest as described in clause 3; and
 - (d) pay all other amounts, including amounts which have not been debited to the Loan Account, which this Contract requires you to pay, including enforcement expenses we reasonably incur.
- 2.2 You authorise us to debit fees and charges to your Loan Account when they are incurred.
- 2.3 You can request to move a repayment to a date after the scheduled due date for the repayment and we may approve or decline your request in our absolute discretion.
- 2.4 If your request under clause 2.3 is approved, we will notify you of your new repayment date and you will incur a variation fee.
- 2.5 You can make additional repayments at any time. However, despite making any additional repayments, you must continue to make repayments described in the Schedule until all amounts payable under this Contract have been paid.

How to make repayments

- 2.6 You must make your scheduled repayments to us by direct debit, BPAY or bank transfer, (or in a way which we approve) in full without set-off or deduction for any reason. You must also make them in such manner as we require from time to time.
- 2.7 You must, at all times, have a valid direct debit request in place.
- 2.8 We may apply any payment you make in the manner we choose.
- 2.9 You will not be taken to make a repayment if the repayment is reversed by any means.

Changes to repayments and fees and charges

- 2.10 We may, at any time, change the amount, number, frequency and/or time of repayments or change the method of calculation of repayments or vary the fees or introduce new fees, without your consent by giving you 20 days' notice in writing. However, if a change to repayments decreases your obligations or extends the time for payment, we may notify you afterwards.

3. Interest charges

- 3.1 Interest will accrue daily on the Unpaid Daily Balance of your Loan Account at the Daily Percentage Rate. It does not form part of the Unpaid Daily Balance of your Loan Account but must be paid by you as part of your repayments and on payout of the Loan Account.

Changes

- 3.2 We may, at any time, change how we calculate interest charges, and we may choose to debit interest charges or change the time of such debiting. Such changes may be made without your consent by giving you 20 days' notice in writing. However, if a change decreases your obligations, we may notify you afterwards.

4. Default and its consequences

When are you in default?

- 4.1 You are in default if:
- (a) you do not pay on time any amount due under this Contract or you fail to comply with any of your other obligations under this Contract; or
 - (b) you become bankrupt, are wound up or become subject to administration or receivership or any similar thing under any law; or
 - (c) we discover you gave us misleading or untrue information in relation to this Contract which is material to our risk; or
 - (d) you have breached the terms of any Related Contract (such as the terms which relate to your use of the Platform) or we send a notice to you ending any Related Contract, and we have reasonable grounds to believe that, as a result of the breach or termination of the Related Contract:
 - (i) you will breach a term of this Contract; or
 - (ii) the events described in the above paragraphs will occur.

What can happen if you are in default?

- 4.2 If you are in default, subject to the requirements of any applicable law, you must pay us on demand the outstanding balance of the loan and all other money payable under this Contract, including our reasonable enforcement expenses.
- 4.3 Our right to enforce this Contract under this clause 4 is subject to you failing to remedy the default within the time allowed by any notice we must give you under any applicable provisions of the Credit Code. You will be deemed to have failed to remedy the default if, at the end of the time allowed by that notice, you have not remedied the default specified in the notice or you have committed, and failed to remedy, a subsequent default of the same type.
- 4.4 In addition to exercising other rights and remedies available to us, we may require you to pay reasonable enforcement expenses which we reasonably incur. You must pay the amount on demand. We may, and you authorise us to, debit the amount of any such enforcement expense to your Loan Account.
- 4.5 For clause 4.4, reasonable enforcement expenses include our internal and external expenses:
- (a) in enforcing or taking any action to recover any amounts owing; and
 - (b) otherwise in connection with our rights under this Contract.

5. General matters

Rights not waived

- 5.1 Our rights under this Contract are unaffected by any delay in exercising those rights or by giving you any time or other indulgence, except to the extent those rights are waived by any applicable provisions of any applicable legislation.

Credit Code and Australian Consumer Law

- 5.2 To the extent that the Credit Code or the Australian Consumer Law would make a provision of this Contract illegal, void or unenforceable or a provision of this Contract would otherwise not comply with a requirement of the Credit Code or the Australian Consumer Law or would impose an obligation or liability which is prohibited by the Credit Code or the Australian Consumer Law, then this Contract is to be read as if that provision were varied to the extent necessary to comply with the Credit Code or the Australian Consumer Law or, if necessary, omitted.

Adjustments

- 5.3 You authorise us to rectify any error made in processing or calculating any payment debit or credit.

Understanding this Contract generally

- 5.4 When there is more than one of you, each is individually liable for all the money owing and for all other obligations under this Contract and if any one of you is not or ceases to be liable at any time, each other will continue to be liable.

Assignment

- 5.5 We may assign, transfer, novate or participate to any person, trust or entity, or otherwise deal in any manner with any of our rights, obligations or interests under this Contract.
- 5.6 You agree we may enter into this Contract as agent for another party **(Principal)** and that we and any Principal may assign or novate our rights and obligations to another person including by way of any Security Interest over our rights under this Contract.
- 5.7 You cannot assign or transfer any of your rights under this Contract to someone else without our written consent.

Queries and complaints

- 5.8 If you have any queries or complaints regarding your Loan Account, you can email us at contact@plenti.com.au. We will try to help and resolve your issue at this first point of contact.

- 5.9 If we cannot do so, you can escalate your issue to the Australian Financial Complaints Authority. Their services are available to you for free. You can reach them by phone on 1800 931 678, by fax on 03 9613 6399, by post at GPO Box 3, Melbourne, Victoria, 3001 or online at www.afca.org.au.

Notices, other communications and serving documents

- 5.10 We may give you any notice or document regarding this Contract:
- (a) by handing it to you personally; or
 - (b) by leaving it at, or by sending it by post, fax, email or similar facility, to the address nominated in writing by you or, if there is no such nomination, the address of your place of residence last known to us at the time.
- 5.11 You may give us any notice or document regarding this Contract by:
- (a) sending it by post to PO Box R745, Royal Exchange, NSW 1225, Australia; or
 - (b) delivering it to our office at Level 5, 14 Martin Place, Sydney, NSW 2000, Australia.
- 5.12 A notice or other document given by us to you or by you to us will be taken to have been given:
- (a) if given personally - on the date it bears or the date it is received by the addressee; whichever is the later;
 - (b) if sent by post - on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is later; or
 - (c) if it is sent by fax or some other form of electronic transmission - on the date it bears or the date on which the machine from which the transmission was sent produces a report indicating that the notice or other document was sent to the fax number or other address of the addressee, whichever is the later.

Statements of account

- 5.13 Unless your Annual Percentage Rate is fixed or a statement of account is not otherwise required under the Credit Code, we will send you a statement of account as the same frequency as your repayments become due.
- 5.14 You may opt-in to receive electronic communications. If you do, your statements will be available for you to review on the Platform. If you opt-in to receive electronic communications we will no longer send you a physical statement of account.

Variations and waivers

- 5.15 A provision of this Contract, or a right created under it, cannot be waived except in writing, signed by the party or parties to be bound.
- 5.16 We may agree to change, defer or waive any of the terms of this Contract without creating a new Contract.
- 5.17 We may change other provisions of this Contract (in addition to those already mentioned), but we cannot change the Annual Percentage Rate if it is fixed. We will give you written notice of these changes at least 20 days before they begin. However, if a change decreases your obligations or extends time for payment of any amount, we may notify you afterwards.

Applicable law

- 5.18 This Contract is governed by the law in New South Wales. You and we submit to the non-exclusive jurisdiction of the courts of that place.

Changes to your personal information

- 5.19 You will notify us promptly in writing if you change your name, address or any of the information you have given to us.

Trustee

- 5.20 You represent and warrant that you do not enter into this Contract as a trustee.

6. Your acknowledgements

- 6.1 By placing an order on the Platform, you offer to borrow the Amount of Credit from us, subject to this Contract.
- 6.2 By placing an order on the Platform, you also:
- (a) agree to be bound by the terms of this Contract;
 - (b) acknowledge that before agreeing to this Contract you received a copy of this Contract, including the Schedule;
 - (c) acknowledge that this Contract forms part of your offer to borrow the Amount of Credit from us;
 - (d) declare that all the information you have given is accurate and not misleading and you are aware that we are relying on it; and
 - (e) agree to notify us promptly in writing if you change your address.

Part B: Meaning of words

Defined terms

Amount of Credit is stated in the schedule.

Annual Percentage Rate means a per annum interest rate specified in the Schedule or as varied in accordance with this Contract.

ASIC means the Australian Securities and Investments Commission.

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Australian Consumer Law means Division 2 of Part 2 of the *Australian Securities and Investments Commissions Act 2001* (Cth).

Contract means this loan contract including the Schedule.

Credit Code means the Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

Credit Provider means Plenti Finance Pty Limited ACN 636 759 861.

Daily Percentage Rate equals the Annual Percentage Rate divided by 365.

Loan means the Unpaid Daily Balance.

Loan Account means an account we establish in your name for the loan made under this Contract.

Platform is the internet website and associated services provided by Plenti.

Plenti means Plenti RE Limited ABN 571 666 466 35, Australian credit licence 449176.

Plenti Account Management Fee is the fee described as such in the Schedule.

Related Contract means an agreement which you entered into via the Platform and pursuant to which we entered into this Contract, and which is not covered by the schedule which applies to this Contract.

Schedule means the Loan Contract Schedule provided with these terms which together make up this Contract.

Settlement Date is the date the Amount of Credit (or any part of it) is disbursed under this Contract.

Unpaid Daily Balance for a Loan Account at any time means the difference between all amounts credited and all amounts debited by us to your Loan Account.

we, us or our means Plenti Finance Pty Limited ACN 636 759 861.

you means the person named in the Schedule as "Borrower" and your has a corresponding meaning, and includes your successors and assigns.

Interpretation

In this Contract, unless the context indicates a contrary intention, a reference to:

- (a) any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking rights under this Contract by novation;
- (b) this Contract, or to any other deed, agreement, document or instrument includes respectively this Contract or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (c) words importing the singular shall include the plural (and vice versa);
- (d) headings are for convenience only and shall not affect interpretation; and
- (e) a clause is a reference to a clause in this Contract; and 'includes' or 'including' means 'includes, without limitation' or 'including without limitation'.

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, your credit provider's external dispute resolution 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 the 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 the 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 your 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 your 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 your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted at 1800 931 678, www.afca.org.au or 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>.

GENERAL

10. What do I do if I cannot make a repayment?

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

11. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, 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 external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out in question 13.

12. Can my credit provider take action against me?

Yes, if you are in default under your Contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

13. 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 YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED ON 1800 931 678, www.afca.org.au, GPO BOX 3, MELBOURNE, VIC 3001, AUSTRALIA.

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

