

# ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR(S) AND BORROWER

(If there is no guarantor, it applies only to the borrower)

- 1) **The information provided is true and will be placed on your file.** You declare that any information provided to Direct Cash Orders Limited trading as DCO FINANCE (herein referred to as DCO FINANCE, the lender, the creditor) is true and correct to the best of your knowledge and understand this loan agreement has been approved on this basis. You acknowledge that any documentation completed, or information supplied remains the property of DCO FINANCE and will be held on file for a minimum of seven years.
- 2) **Your information may be provided to or requested from third parties.** You irrevocably authorise any person or Company including (but not limited to) Work and Income New Zealand, IRD, Housing New Zealand, any trading bank operating within New Zealand, employer, any finance companies, current or previous Landlords, financial mentors or any credit reporting agencies to provide DCO FINANCE with such information as may be required for credit application and/or credit control purposes. You are also aware that any of the above-named entities may be legally entitled to gain information that you have provided to DCO FINANCE. You understand that if any future applications are unsuccessful with DCO FINANCE, your details will be passed where possible to LEAD MARKETS, MONEYTALKS or other similar platforms to try to find another entity that can assist you.
- 3) **Credit Agencies are used for enquiry and information upload purposes:**
  - a) You understand that DCO FINANCE is asking you for personal information about you, to use CENTRIX's credit reporting or any other NZ credit reporting agency (herein referred to the agencies) to credit check you. You understand that:
    - i. The agencies will give DCO FINANCE information about you for that purpose and DCO FINANCE will give your personal information to the agencies, and that the agencies will hold that information on their systems and use it to provide their credit reporting service.
    - ii. When the agencies other customers use the agencies credit reporting service, the agencies may give the information to those customers.
    - iii. DCO FINANCE may use the agencies credit reporting services in the future for purposes related to the provision of credit to you. This may include using the agencies monitoring services to receive updates if any of the information held about you changes.
    - iv. If you default in your payment obligations to DCO FINANCE, information about that default may be given to the agencies, and the agencies may give information about your default to other agency customers.
  - b) In respect of DCO FINANCE providing a credit facility and undertaking periodic reviews or for the requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009, you authorise DCO FINANCE to make credit references and other enquiries within DCO FINANCE's normal procedures. For this purpose, DCO FINANCE may seek from any such source information concerning you.
  - c) You also authorise the collection and disclosure of all information relevant to your accounts including repayment history information from/to any credit reporting agency. Credit reporting agencies may use information disclosed by DCO FINANCE to update their credit reporting database and disclose any information that they hold about you to their own customers as permitted under the Credit Reporting Privacy Code. In addition, DCO FINANCE may use any service provided by our credit reporting agencies to receive updates of the information it holds about you.
  - d) If you are in default under any credit facility from DCO FINANCE, DCO FINANCE is authorised to disclose all relevant information about you, to and for the use by, credit reporting agencies, debt collection agencies and law firms.
- 4) **You agree to receive promotional / informative material from us.** In accordance with the Unsolicited Electronic Messages Act 2007 you agree to receive promotional and/or informative material in the form of letters, email or via e-txt (SMS).
- 5) **You agree to electronic disclosure.** You agree for disclosure documents or other ongoing communications (where possible) to be sent to you via email to the email address listed on your file.
- 6) **By signing the loan agreement, you understand you will become liable for repayment of the loan in full.** You acknowledge that the borrower and guarantor are both liable to repay the money secured and to carry out the obligations in this deed. This means the lender may claim the money secured including the total amount payable from one of you or all of you. **If you are a guarantor, you are particularly asked to note this as you will become liable in the same way.**
- 7) **You are encouraged to seek independent advice before entering into this loan agreement.** You have been advised to obtain independent legal advice as to your obligations and DCO FINANCE'S rights contained herein. You have been asked to take the time to obtain advice. **If you are a guarantor, you are particularly asked to note this advice.**
- 8) **You are aware this loan agreement is secured which could result in this security being repossessed if you fail to meet your obligations.** You understand that your motor vehicle and/or household chattels are being provided as security and if you do not pay, that your motor vehicle or household chattels may be seized and sold to pay the debt. **If you are a guarantor, you are also particularly asked to note this.** A security interest may be registered on the personal property security register upon execution of this loan agreement which will be discharged upon full completion.
- 9) **You are aware there are major terms and conditions governing all loan agreements with DCO FINANCE.** A copy of these has been provided to you separately. You acknowledge and are aware that you will be asked to grant a very wide power of attorney in favour of DCO FINANCE which DCO FINANCE may use to protect its position whether in the event of any default or otherwise and that DCO FINANCE may use that power to grant further security interests over personal property. **If you are a guarantor, you are also particularly asked to note this.**

## BUDGET ASSESSMENT

As a responsible lender, DCO FINANCE has approved this loan agreement with consideration to the following financial information declared

[Budget snapshot ]

### **Budget Declarations made:**

- You have declared that any income received from or any expenses paid by third parties such as boarders, partners or family members is expected to be ongoing for the foreseeable future.
- You have declared that it is not anticipated that the overall income received, or expenses paid will change in the foreseeable future.
- You have also declared that you have not sought budget, financial mentor advice or a Kiwisaver hardship application within the last 6 months.

**REVOLVING CREDIT CONTRACT  
And  
DISCLOSURE STATEMENT**

[Client.NameAndAddress]

[Account.Dm]	[Account.AccountId]
Effective date of Statement	[Account.DateOpened]

Account Name:	[Account.Name]
Account Type:	[Account.AccountType]

**IMPORTANT INFORMATION**

This notice is sent to you as [AccountClient. RoleDescription] of [Account.BorrowerNames].

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

The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below for full details of your right to cancel. **Note that strict time limits apply.**

**FULL NAME AND ADDRESS OF CREDITOR.** This is the person or company providing you the credit.

You may send notices to the creditor by: <ul style="list-style-type: none"> <li>• Writing to the creditor at its postal address; or</li> <li>• Sending a fax to the number specified; or</li> <li>• Sending an email to the address specified.</li> </ul>	<b>Name:</b>	[Branch.Name]
	<b>Physical Address:</b>	[Branch.PhysicalAddress]
	<b>Postal Address:</b>	[Branch.PostalAddress]
	<b>Fax:</b>	[Branch.Facsimile]
	<b>Email:</b>	[Branch.Email]

**FULL NAME AND ADDRESS OF DEBTORS.** This is the person responsible for making payments to the creditor.

[Account.ClientBlockWithGuarantors]

**CONTINUING DISCLOSURE**

Continuing disclosure statements

The creditor may be required to provide you with regular statements **which will be emailed to you** or posted if you do not have an email address recorded on your file. The statements will give you information about your account (eg, any interest or fees charged during the statement period) and the amount and timing of your next payment. **Additional statements requested may incur a fee.**

StatementCycle

**INITIAL UNPAID BALANCE.** This is the initial amount you owe as at the date of this statement (including any fees charged by the creditor).

[OpeningBalance] made up of: [OpeningTransactions]

## PAYMENTS

Minimum Payment  
You may choose to pay more than the minimum payment.  
MinimumPayment

When payments are due:  
Payments must be made DueDays the closing date of your statement.  
StatementCycle2  
  
The date that payments are due will be specified in your continuing disclosure statements.

Method of Payment: PaymentMethod

## CREDIT DETAILS

[InterestDetails]

Future Credit Limit: CreditLimit

Method of charging interest : InterestMethod

## CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract. Refer also to section headed WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS.

**These fees and charges may be varied with a minimum of TWO MONTHS written notice from the creditor.**

[CreditFees]

Direct Debit Set-up /Amendment Fee; \$10 each time a direct debit authority is established or amended.  
Additional Statement Fee; \$2.50 (Email/Print) or \$15 (Posted).  
Credit Reinstatement Assessment Fee; \$95 if you request a reinstatement of the credit limit and this is approved.

Should the services of an external Company be used, the fee charged will be per their schedule of fees.

## WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

### Security interest

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property.** The extent to which your obligations are secured to the property noted below is the unpaid balance of your account.

[Account.Security]

### Default fees

In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

**These fees may be varied with a minimum of TWO MONTHS written notice from the creditor.**

**\$ 10.00** Default Administration Fee (This fee is charged each month the account is in default to cover the increase in administration and correspondence including phone calls, SMS, and file reviews)

**\$ 15.00** Posted Reminder Notice

**\$ 25.00** Formal Demand / Warrant Issue

**\$ 2.50** SMS or Email default notification

Should the services of an external Company be used, the fee charged will be per their schedule of fees.

## RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the creditor.

### Time limits for cancellation

- If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.
- If the documents are emailed or posted to you, you must give notice that you intend to cancel within 9 working days after they were emailed or posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

### How to cancel

To Cancel, you must give the creditor written notice that you intent to cancel the contract by-

- Giving notice to the creditor or an employee or agent of the creditor; or
- Posting, emailing or faxing the notice to the creditor

You must also, within the same time, return to the creditor any advance received by you under the contract.

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

If you cancel the contract, the creditor can charge you the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation.

- interest for the period from the day you received the advance until the day you repay the advance.

**VEDA searches, PPSR searches, Security inspection fees, Mobile lending fees, PPSR Registration, any referral fees and any other fee paid to third-parties that is not able to be reversed.**

## WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP

If you are unable to reasonably 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 the creditor for a hardship variation.

To apply for a hardship variation, **you need to seek independent budgeting advice** and :

- a) Make an application to the creditor in writing; and
- b) Explain your reason(s) for the application; and
- c) Request one of the following:
  - An extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
  - A postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
  - Both of the above; and
- d) Give the application to the creditor.

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

## DISPUTE RESOLUTION

Name of dispute resolution scheme: **Financial Dispute Resolution**

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the creditor.

Contact details of dispute resolution scheme:

Phone: **0508 337-337** Website: [www.fdr.org.nz](http://www.fdr.org.nz) Business address: **Level 9, 109 Featherston Street Wellington**

## REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor registration name: **Direct Cash Orders Limited**

Registration Number: **FSP3841**

## TERMS AND CONDITIONS OF REVOLVING FACILITY

(Refer to the Major Terms and Conditions document for additional general terms and conditions relating to all loan agreements entered into with DCO FINANCE).

1. **Ongoing Fees and Charges.** Interest, administration and repayment waiver (if selected) will be charged at the end of each month while a balance remains outstanding. Additional charges apply if withdrawals or payment alterations are made or in the event of maintenance or default.
2. **Repayment Waiver.** Repayment waiver can be opted into or cancelled by either party at any time with 7 days written notice. If account becomes subject to a repayment waiver claim, the ability to make withdrawals may be cancelled.
3. **Withdrawals.** The minimum withdrawal that can be made is \$100. A withdrawal fee as specified will be charged to the account upon every withdrawal. Withdrawals will be processed during the same day as the request is confirmed and notified. Withdrawals will be credited to the specified bank account held on file which cannot be modified without approval and a 3-month bank statement of the new proposed bank account being supplied.
4. **Account Closure.** At any time, this account can be closed by full repayment of the outstanding balance along with any applicable fees and charges not yet posted. There will be no additional fee or charge for full settlement. Upon this account having a nil or credit balance, it will be deemed closed. Closed accounts cannot be re-opened.
5. **Responsible Lending.** To meet requirements under The Responsible Lending Code, a revised budget, 3-month bank statement and proof of address must be supplied to DCO FINANCE at least once every 6 months (or upon circumstance change). Failure to provide information as requested will result in the ability to withdraw being cancelled.
6. **Withdrawal Cancellation.** Contractual arrears or failure to replace any missed or reversed payment may result in the ability to withdraw being cancelled. If any hardship indicators become known, the ability to make a withdrawal will be cancelled and negotiations will commence to restructure the agreement if necessary. Should this product be discontinued, the ability to make withdrawals from this account will be cancelled. DCO FINANCE reserves the right to cancel the ability to make withdrawals from this account at any time and for any reason. At any time, the Borrower and/or Guarantor may request in writing for the credit limit to be lowered or the ability to make withdrawals to be cancelled. Credit limits are not able to be increased. Once the ability to withdraw has been cancelled, you can apply for a reinstatement application which if successful will incur a Credit Reinstatement Assessment Fee of \$95.

# MONETARY DECLARATION

This declaration sets out how funds will be transferred to you, how any subsequent withdrawals can be arranged and what you have requested to be recorded as a payment arrangement for this loan agreement.

Loan Agreement number [Account.AccountId].

## Nominated bank account

This is the nominated bank account for the initial loan payment direct transfer, all ongoing withdrawals and which payments to be made from:

BankAccountName	BankAccountNum
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- Once the initial loan payment transfer or withdrawal has been made by DCO FINANCE, the funds are not able to be recalled.

Payments (if any) to other parties (Loan Payment – Other Party) will be direct transferred to their respective bank accounts.

## Initial loan payment transfer:

Once the documents have been signed and finalised, the loan payment amount will be electronically transferred to the above bank account.

If your bank account is held with one of the major trading banks, (ANZ, ASB, BNZ, Kiwibank, Westpac) this will be available within four hours under normal circumstances. **If your bank account is held with a different bank or a credit union or a co-operative, you may not be able to draw on these funds until the next day.**

## Ongoing Withdrawals:

Ongoing withdrawals can be requested by **one person** who has signed this loan agreement via telephone, in person, via email or via DCO FINANCE's website. Approved withdrawals will be transferred within 4 hours to the nominated bank account and will be available to be drawn as described under the initial loan payment transfer section above.

The minimum withdrawal that can be made is \$100. The fee for each withdrawal is \$50. Upon withdrawal, a disclosure notification will be emailed to all borrowers and guarantors on the loan agreement. If an email address is not available, the disclosure will be posted.

- To request a change to the nominated bank account for ongoing withdrawals, DCO FINANCE requires a withdrawal transfer form to be completed by all borrowers and guarantors and a bank statement showing all transactions for the proceeding 90 days for the new requested bank account provided.
- To change the requested withdrawal method to require consent from all borrowers and guarantors and/or in writing consent only, DCO FINANCE requires a withdrawal method form to be completed by at least one of the parties to the loan agreement.
- The ability to make ongoing withdrawals can be requested to be cancelled by the borrower or guarantor at any time in writing to DCO FINANCE. DCO FINANCE may cancel the ability to make ongoing withdrawals at any time or for any reason as specified within this initial disclosure document.



## Payment arrangement set:

In order to ensure the minimum monthly payment commitment is met, you have requested the following payment arrangement for this loan agreement:

Amount:	<input type="text"/>	Via:
Starting On:	<input type="text"/>	
Frequency:	<input type="text"/>	

If there is no current payment arrangement set, ongoing payment will be as requested with the monthly statements sent.

### Conditions relating to the direct debit authority / payment arrangements:

- Charges relating to a direct debit authority being loaded and ongoing amendment fees will apply as outlined in the disclosure document.
- Any amendments to a direct debit authority will need to be requested in writing with a minimum of 24 hours' notice prior to the proposed amendment and will incur a \$10 amendment fee.
- Should a scheduled payment fall on a public holiday or weekend, the scheduled payment will be direct debited from your bank account on the next working day.
- It is your responsibility to ensure the required funds are available in the bank account for each scheduled payment and that should a payment dishonor (for whatever reason), you may be charged a payment reversal fee along with being issued a charged default or reminder notice.
- If DCO FINANCE obtains evidence of suspected financial hardship, the amount being direct debited each installment may be reduced or suspended temporarily while contact is being sought to investigate whether a hardship restructure is appropriate.
- Correspondence notice of adjustments due to public holidays, requested alterations will be done via SMS to the nominated mobile number held on file.

# DIRECT DEBIT AUTHORITY

## DIRECT CASH ORDERS LIMITED

Authority to accept Direct Debits

### BANK INSTRUCTIONS

<b>NAME: (of Bank Account)</b> BankAccountName	<b>AUTHORITY TO ACCEPT DIRECT DEBITS</b> (Not to operate as an assignment or agreement)
<b>BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:</b> BankAccountNumber	<b>AUTHORISATION CODE</b> <b>0108186</b>

<b>TO THE BANK MANAGER</b> BankBranchName
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I / We authorise you until further notice, to debit my/our account with all amounts which DIRECT CASH ORDERS LIMITED (hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I / We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

### INFORMATION TO APPEAR ON MY / OUR BANK STATEMENT:

<b>PAYER PARTICULARS</b> <b>DCO FINANCE</b>	<b>PAYER CODE</b> <b>[Account.AccountId]</b>	<b>PAYER REFERENCE</b>
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<b>YOUR SIGNATURE(S)</b>  [Account.ESignatureBlock]	<b>DATE:</b> [Account.DateOpened]
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Approved <b>0818</b> <hr/> # 01   # 2004	<b>For Bank Use Only</b> Original - Retain at Branch <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; padding: 2px;">Date Received:</td> <td style="width: 25%; border: 1px solid black; padding: 2px;">Recorded By:</td> <td style="width: 25%; border: 1px solid black; padding: 2px;">Checked By:</td> </tr> </table>	Date Received:	Recorded By:	Checked By:	<table border="1" style="width: 100%; height: 40px;"> <tr> <td style="text-align: center;">Bank Stamp</td> </tr> </table>	Bank Stamp
Date Received:	Recorded By:	Checked By:				
Bank Stamp						

### CONDITIONS OF THIS AUTHORITY

1. The Initiator
  - (a) Has agreed to send notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated.
    - (i) in writing; or
    - (ii) by electronic mail (including SMS, TXT) where the Customer has provided prior written consent to the Initiator. The notice will include the following message – "The amount of \$..... was direct debited to your bank account on ..... (initiating date)".
  - (b) May, upon the relationship which gave rise to this authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority,
  - (c) May, upon receiving an "authority transfer form" (dated after the day of this authority) signed by me/us and addressed to a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that transfer form and this Authority for the account in the authority transfer form. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
2. The Customer May:-
  - (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
  - (b) Stop payment of any direct debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank.
  - (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator's Bank PROVIDED such request is made not more than 120 days from the date the Direct Debit was debited to my/our account.
3. The Customer acknowledges that:-
  - (a) This authority will remain in full force and effect in respect of all direct debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or any other revocation of this authority until actual notice of such event is received by the Bank.
  - (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
  - (c) Any disputes to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the direct debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator.
  - (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
    - the accuracy of information about Direct Debits on Bank Statements.
    - any variations between notices given by the Initiator and the amounts of Direct Debits
  - (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
4. The Bank may:-
  - (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
  - (b) At any time terminate this Authority as to future payments by notice in writing to me/us.
  - (c) Charge its current fees for this service in force from time-to-time.
  - (d) Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debits.

## QUICK SUMMARY - Declaration of Understanding

Following is a summary of some of the things discussed within the consumer credit contract. It is by no means an exhaustive list so independent advice is recommended if you do not understand anything contained within this disclosure document.

- I understand all the declarations relating to the obligations, terms and conditions being agreed to by signing this credit contract. I am also aware that DCO FINANCE encourages me to take some time, seeking independent advice if necessary, to decide if this credit contract is right for me before signing.
- I know that by signing the loan agreement, I become liable for the repayment of the loan agreement in full.
- This agreement is a secured credit contract.** A security interest in my motor vehicle and/or household chattels being used as security may be registered and that these items may be repossessed and sold if I do not make the payments.
- This agreement is a revolving credit facility.** If a withdrawal is made, a withdrawal fee and minimum withdrawal amount will apply. The facility will be closed upon the balance reaching zero. The ability to make withdrawals may be cancelled by DCO FINANCE at any time if the account falls into default or for any other reason. I understand how withdrawals can be made and what to do if I wish to change the withdrawal method.
- I know the contact details of DCO FINANCE who is lending me the money and that that by signing this credit contract I become liable for the repayment of it, even if I am a guarantor.
- I understand that the actual interest is accrued daily based on exactly what transactions have occurred and added to the credit contract at the end of each month along with the monthly administration fee. I also know that by making more than the contractual payments will reduce my balance faster.
- I know that a statement will be issued every month where there is transactional activity and upon completion. Additional statements requested may incur a charge.
- I understand what could happen if I fail to meet the contractual payments, in particular:
  - A default administration fee of \$10 will be charged every month until my loan is brought up to date and other fees and charges may also be incurred,
  - Items used as security could be repossessed and sold,
  - My overall credit rating will be negatively impacted.
- I understand that if any automatic, cheque, direct credit or direct debit payment made to this account is reversed by the bank, a payment reversal fee may be charged to this account.
- I am aware of my right to cancel and that I can seek a variation in the event of unforeseen hardship.
- I also know who I can contact if I have a disagreement that I am not able to resolve with DCO FINANCE and I know about the overall company terms and conditions relating to this credit contract.

### Signed as Borrower/ Guarantor

[Account.ESignatureBlock]

### Signed on behalf of Creditor or by authorised witness

Signed as Creditor