

CREDIT AGREEMENT and / or EMERGENCY LOAN

(In terms of Section 93 & 78 of the National Credit Act 34 of 2005, as amended)

By authorising a debit order from my bank account (whether it takes on the form of a DebiCheck debit order, Registered Mandate Service, AEDO, NAEDO or otherwise) my acceptance can be deemed as my signature on this agreement and its annexures as if specifically made on each page:

- the contact details provided by me is correct and does not contain any misleading information;
- I am bound to the conditions set forth in the agreement;
- the agreement together with any/all annexures was explained to me, and I have acquainted myself with the contents thereof and confirm the correctness thereof before accepting it;
- I have been informed of the defence in respect of prescription and herewith specifically agree that I do not wish to raise the said defence in respect of any debt settled.

1. Parties and Declaration

- 1.1 The parties and their full details are set out in the Pre-Agreement Statement and Quotation with the same reference number and relating to this Agreement, which must be read as part of this Agreement.
- 1.2 The Consumer hereby confirms that he/she has the legal capacity to execute this Agreement and insofar as it may be required, he/she has the consent of his/her spouse to execute this Agreement.
- 1.3 The Consumer declares that his/her estate is not subject to debt review and he/she is not under Administration, nor is he/she an unrehabilitated insolvent.

2. Payment Schedule

- 2.1 The comprehensive payment schedule is set out in the Pre-Agreement Statement and Quotation with the same reference number and relating to this Agreement, which sets out the information relating to the credit extended and must be read as part of this Agreement.
- 2.2 The Credit Provider or the elected representative of the Credit Provider may, subject to the loan pay-out date, decide to move the date of first payment to a later date. The selected date will be the date of first payment.
- 2.3 The Credit Provider or the selected representative of the Credit Provider may after concluding a proper assessment, elect to decline the loan application or reduce the loan amount at its own discretion.

3. Payment instruction

- 3.1 The Consumer hereby instructs the Credit Provider, upon the finalisation of this credit application, to pay the loan amount directly into the following accounts:

Account name 1:	
Acc. no. / Ref. no.:	
Institution name:	
Amount:	

Account name 2:	
Acc. no. / Ref. no.:	
Institution name:	
Amount:	

- 3.2 Alternatively, if the Consumer instructs the Credit Provider to pay the loan amount into other and multiple accounts specifically nominated by the Consumer, it is set out in the attached payment instruction schedule.
- 3.3 If the funds obtained by the Consumer through this Credit Agreement is partly/fully used for the settlement of (an) other account(s), for which the Credit Provider has negotiated a settlement discount on behalf of the Consumer, then the settlement of such account(s) will only happen after the first instalment payable in terms of this Credit Agreement and set out in the Pre-Agreement Statement and Quotation with the same reference number has been successfully recovered from the Consumer's bank account and the Consumer has provided the Credit Provider with any/all documents that was requested by the Credit Provider.

4. Repayment authority, Mandate and Settlement Payments

- 4.1 The Consumer hereby authorises the Credit Provider to issue and deliver repayment instructions to the Consumer's Banker for collection against his/her current and future bank account(s), as set out in the attached Electronic Payment Instruction.
- 4.2 The Consumer agrees that although this authority may be cancelled by him/her, such cancellation will not cancel this Agreement and that the Consumer will not be entitled to reclaim amounts, which have been withdrawn from his/her nominated bank account in terms of this authority and mandate if such amounts were legally due to the Credit Provider.
- 4.3 All amounts that the Consumer owes the Credit Provider in terms of this Agreement including the loan amount, interest, fees and any VAT, must be repaid by no later than the repayment date without deduction or set off and without the Credit Provider having to demand payment.
- 4.4 If the Consumer has more than one loan with the Credit Provider, the Consumer agrees that although this authority is entitled to use any credit balance due to the Consumer towards payment of any other amount owed to the Credit Provider on another loan.
- 4.5 Any payment that the Consumer makes will be used firstly towards interest, secondly towards fees, costs or charges, and thirdly to reduce the amount of the principal debt (i.e. the maximum total

amount owing or such an amount as may have been initially advanced to the Consumer).

5. Credit Life Insurance

- 5.1 The Consumer undertakes to maintain credit life insurance to cover his/her outstanding obligations under this Agreement at any time and that the Credit Provider is named as beneficiary/cedent under this policy.
- 5.2 Description of the circumstances under which the credit life insurance cover should be paid to the Credit Provider:
 - 5.2.1 on the death or permanent disability of the Consumer, the balance of this credit Agreement must be settled; and
 - 5.2.2 on the retrenchment of the Consumer, an amount equal to the monthly instalment(s) of this credit Agreement for a period of up to 12 (twelve) months.

6. Statements

- 6.1 Upon request, the Credit Provider will provide the Consumer access to statements reflecting the amount outstanding as well as the amount in respect of the next payment.
- 6.2 These statements can be obtained through the following sources at the Consumer's request: at any of the Credit Provider's branches / head office; or by email; or by telefax.
- 6.3 The statement furnished by the Credit Provider and/or an employee of the Credit Provider, which reflects the outstanding amount due and payable, will be sufficient proof of the Consumer's indebtedness to the Credit Provider for purposes of provisional sentence, summary judgment or any other legal proceedings.

7. Default administration and legal charges

- 7.1 The Consumer will be liable for payment of default administration charges at the maximum rate allowed by the National Credit Act 34 of 2005.
- 7.2 If the Consumer is in default of any payment of part thereof, the Credit Provider will notify the Consumer to rectify the default by paying the overdue amount(s).
- 7.3 Should the Credit provider institute legal proceedings against the Consumer for recovery of any amount owing, the Credit Provider will be entitled to legal costs on an attorney-and-client scale as well as collection costs, to the extent permitted by Part C of the National Credit Act 34 of 2005 and the applicable tariff prescribed by the rules of the Magistrate's Court Act 1944.
- 7.4 The Consumer further agrees that he/she will be liable for interest at the contractual rate on the said disbursements and charges that the Credit Provider may levy because of the collection proceedings instituted against the Consumer.

8. Early settlement

- 8.1 The Consumer will be entitled to settle the unpaid balance of the loan amount at any time, with or without prior notice to the Credit Provider in terms of section 125(1) of the National Credit Act 34 of 2005.
- 8.2 The Consumer will be liable for the unpaid balance of the principal debt at that time as well as the unpaid interest charges and all other fees and charges payable to the Credit Provider up to the settlement date as indicated in section 125(2) of the National Credit Act 34 of 2005.
- 8.3 Payment will only be accepted as full and final settlement of any amount owing to the Credit Provider if the following conditions are met:
 - 8.3.1 such payment shall bear the full settlement details shown on the Consumer's statement and / or settlement quote; and
 - 8.3.2 the correct reference details have been used by the Consumer; and
 - 8.3.3 such payment has been made and received within the allowed period for settlement.
- 8.4 Should any one of the above requirements not be met, the Credit Provider shall have the right to allocate such a payment as a regular payment, and the Consumer shall remain liable for the new settlement value in terms of section 125(2) of the National Credit Act 34 of 2005.

9. Parties' right to terminate the Agreement

- 9.1 The Consumer may give written notice of his/her intention to cancel this Agreement prior to receiving the loan amount without being liable for any costs and interest.
- 9.2 Should the Consumer repay the loan amount within 24 hours of receiving the funds, the Consumer will not be liable for any costs and interest.
- 9.3 The Consumer may terminate the Agreement at any other time by paying the settlement amount to the Credit Provider, in accordance with section 125 of the National Credit Act 34 of 2005.
- 9.4 The Credit Provider may terminate this Agreement in terms of section 123 of the National Credit Act 34 of 2005 in the event of default by the Consumer.

10. Address for receiving documents

- 10.1 The Consumer chooses the e-mail address set out in the Pre-Agreement & Quotation as the address where he/she will accept all documents, pleadings and notices relating to this Agreement, in the alternative the address set out in the Pre-Agreement & Quotation.
- 10.2 The Credit Provider or its appointed representative(s) may serve legal proceedings at the e-mail address, alternatively the physical address that the Consumer chose in the Pre-Agreement & Quotation.

- 10.3 Any document, pleading or notice sent to the Consumer at such email address or address shall be deemed to have been received:
- 10.3.1 if delivered by hand, on the date of delivery; or
- 10.3.2 if sent by registered mail, on the 7th (seventh) business day after posting; or
- 10.3.3 if transmitted by telefax to the chosen telefax number set out in this Agreement, on the date of transmission of the telefax; or
- 10.3.4 sent by electronic mail to the chosen email address, on the date of transmission.
- 10.4 Either party may change the address by giving written notice to the other party and delivering the notice by hand, post, telefax or electronic mail to the other party at the above chosen addresses.

11. Penalty interest on arrear accounts

- 11.1 Subject to section 103(1) of the National Credit Act 34 of 2005 the interest rate applicable to an amount in default or an overdue payment under this Agreement shall be:
- 11.1.1 equal to the highest interest rate applicable to any part of the principal debt under this Agreement; or
- 11.1.2 if there is only a single rate applicable to the principal debt, then equal to such interest rate.

12. Breach and/ acceleration

- 12.1 All amounts owing to the Credit provider in terms of this Agreement will immediately become due and payable if:
- 12.1.1 the Consumer fails to make any payments under this Agreement or any other supplementary agreement he/she may have concluded with the Credit Provider when due; or
- 12.1.2 any debit order or other payment instruction is returned as unpaid; or
- 12.1.3 the Consumer fails to comply with any obligation under this Agreement or any supplementary agreement that he Consumer may have concluded with the Credit Provider; or
- 12.1.4 commit any act which may be detrimental to the Credit Provider's rights in terms of this Agreement; or
- 12.1.5 any circumstances arise which, in the opinion of the Credit Provider, may reasonably affect the Consumer's ability to meet his/her obligations to the Credit Provider in terms of this Agreement.
- 12.2 Without detracting from any other rights and remedies the Credit Provider may have under this Agreement or by law, the Credit Provider will:
- 12.2.1 be entitled to take any steps prescribed in the National Credit Act 34 of 2005 to enforce the Agreement and payment by the Consumer of all amounts owing to the Credit Provider; and/or
- 12.2.2 notify the Consumer of his/her default and propose that the Consumer consult with a Debt Counsellor, Consumer Court or an Ombudsman with jurisdiction, with the intent that the parties resolve any dispute under the Agreement or develop and agree on a plan to bring the payments under the Agreement up to date.
- 12.3 The Credit Provider may approach a Court with the relevant jurisdiction for an order enforcing the Agreement if the Consumer has been in default for at least 20 (twenty) business days and at least 10(ten) business days have lapsed since the notice referred to in clause 14.2.2.

13. Credit Bureau, credit reporting, credit sharing practices, disclosure and obtaining of confidential information

- 13.1 Does the Consumer give the Credit Provider permission to include him/her in a customer list for purposes of a) telemarketing campaigns by or on behalf of the Credit Provider, b) which the Credit Provider may market or sell, and c) mass distribution of email or SMS messages?
- | | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|
- 13.2 The Credit Provider has the right to transmit to any/all registered credit bureaus information about the application, the opening and termination of the Consumer's account as well as information about the Consumer's non-compliance with the terms and conditions of this Agreement.
- 13.3 The Consumer hereby consents and agrees that he Credit Provider is entitled to:
- 13.3.1 request, receive, confirm, collect, store and/or retain any/all personal and/or confidential information from the Consumer's employer, bank, credit bureaus or any other person(s) and/or sources of data for the purposes of the assessment of his/her application for creditor for the development and/or marketing of future offerings to the Consumer;
- 13.3.2 monitor the Consumer's payment behaviour by researching his/her record and any registered credit bureau and/or other source of data;
- 13.3.3 use new information and data obtained from any registered credit bureau and/or other sources of data in respect of the Consumer's application for credit;
- 13.3.4 record and transmit details (including personal information) in respect of the Consumer's conduct of his/her account and obligations in terms of this Agreement to any registered credit bureau and/or sources of data;
- 13.3.5 obtain and disclose any of the Consumer's information should:
- 13.3.5.1 the Credit Provider deem it fit and necessary; or
- 13.3.5.2 where the Credit Provider deems it to be to the benefit of the Consumer; or
- 13.3.5.3 where the Credit Provider is legally compelled to do so;
- 13.3.5.4 where it is in the public interest to disclose such information; or
- 13.3.5.5 where the Consumer's interest requires the obtaining and/or disclosure of such information.

- 13.3.6 disclose, report or release any information that the Credit Provider suspects may be fraudulent, or information relating to any unlawful activity relating to the Consumer to the South African Fraud Prevention Services (SAFPS).
- 13.4 The Consumer further consents and agrees that the information, which the Credit Provider makes available may be used by such bureaus and/or sources of data in the normal course of its business and accessed by other Credit Providers, Service Providers and registered credit bureaus.
- 13.5 The Consumer hereby instructs and authorises:
- 13.5.1 his/her employer to give the Credit Provider details of his/her employment, including but not limited to the confirmation and status of his/her employment, the amount of his/her remuneration, the date on which he/she receives his/her remuneration and the account into which his/her remuneration is deposited;
- 13.5.2 any bank to provide the Credit Provider with any financial information relating to his/her bank account, such as information of the account number and whether he/she is the account holder, his/her branch, the type of account that he/she holds and any account transactional information that the Credit Provider may require;
- 13.5.3 any credit bureau and/or sources of data or other similar organisation that has information pertaining to his/her creditworthiness may give such information to the Credit Provider;
- 13.5.4 he/she hereby waives any claim against the Credit Provider in respect of any disclosure and indemnifies the Credit Provider against any loss and/or liability resulting from the Credit Provider acting in terms of the authorisation granted in terms hereof.
- 13.6 The Credit Provider agrees that it will comply with the Protection of Personal Information Act 4 of 2013 and its Regulations and process all information and/or personal data in respect of the services being rendered accordingly and only for the purposes of providing the services set out in this agreement.
- 13.6.1 The Credit Provider will possess and will continue to possess information that may be classified or may be deemed as private, confidential or as personal information. By signature hereunder the Consumer agrees and acknowledges that all information provided, whether personal or otherwise, may be used and processed by the Credit Provider.
- 13.6.2 It is confirmed that by submitting information to the Credit Provider, irrespective of how such information is submitted, the Consumer consents to the collection, collation, processing and storing of such information and the use and disclosure of such information in accordance with this policy.

14. Agent & Assignment

- 14.1 As per section 163(3) of the National Credit Act 34 of 2005 with completed and or concluded this credit agreement for and on behalf of the credit provider. No fee or commission will be paid to this agent if this agreement is concluded or be charged to the consumer.
- 14.2 The Credit Provider will be entitled to cede, sell, assign or transfer all or any of its rights under this Agreement without the Consumer's consent or prior notice to him/her.
- 14.3 The Consumer may not cede, delegate, sell, assign, or transfer any of his/her rights or obligations in terms of this Agreement.

15. Dispute resolution, regulatory enquiries and debt review

- 15.1 The National Credit Regulator may be contacted at telephone number: 0860627627, email address: info@ncr.org.za or website: www.ncr.org.za. The Consumer has the right to resolve a complaint by way of alternative dispute resolution, file a complaint with the National Credit Regulator or to make an application to the National Credit Tribunal.
- 15.2 The Credit Ombudsman can be contacted on telephone: 0861662837, email: ombud@creditombud.co.za or website: www.creditombud.org.za.
- 15.3 If the Consumer considers that he/she is over indebted, he/she may apply to a Debt Counsellor to be declared over-indebted in terms of section 86 of the National Credit Act 34 of 2005, by making an application in the prescribed manner and form and upon payment of the prescribed fee.
- 15.4 The Debt Counsellor may reject the application (in which event you may with leave of the Magistrate's Court apply to be declared over-indebted), recommend that the Consumer and its Credit Providers voluntarily consider and agree on a plan of debt-rearrangement or issue a proposal to the Magistrates' Court for re-arrangement of his/her obligations.

Completed and signed by the Credit Provider on.

Signature of representative of Credit Provider

I, the Consumer, confirm hereby that I have received, read and do understand the contents of the Pre-Agreement & Quotation and this Credit Agreement, prior to signifying my consent and intention to sign and accept thereto.

By authorising a debit order from my bank account (whether this debit order takes the form of a DebiCheck debit order, Registered Mandate Service, AEDO, NAEDO or otherwise) that will ensure repayment of installments relating to this Credit Agreement and the associated Pre-Agreement & Quotation, I, the Consumer confirm and demonstrate consent, intention to sign and acceptance of the terms and conditions on the date on which the debit order is authorised.