

LOAN APPLICATION FORM

Vexocap(Pty)Ltd 2012/048255/07 ta/Eminent Finance

info@efin.co.za

www.efin.co.za

Customer Centre Tel:

086 101 8888

Customer Centre Fax:

012 667 5964

086 529 2825

086 612 1735

PLEASE FAX THE COMPLETED AND SIGNED PAGE 2, 3 AND 5 (DON'T LEAVE OPEN SPACES) OF THE APPLICATION, TOGETHER WITH THE FOLLOWING:

- 1. Copy of your ID.**
- 2. Latest 3 months payslips.**
- 3. Latest 3 months bank statements.**

4. Settlements:

If you need Eminent to settle another company or garnishee, attach the settlement letter from the company to your application.

VERY IMPORTANT

- By signing the Pre-agreement Statement & Quotation (page 3) at the black cross (✘), you as the Borrower confirms your acceptance of the Quotation.
- Please read the Small Agreement (Part B) - Terms and Conditions on page 4.
- Ensure page 2 is fully completed, with your details and full family/friend details.
- Ensure page 5 is fully completed with all of your monthly expenses.

BETWEEN

Vexocap(Pty)Ltd 2012/048255/07 t/a Eminent Finance
Eminent Corner, 168 Louise Street, Doringkloof, Centurion
PO Box 8870, Centurion, 0046
www.efin.co.za
Tel: 086 101 8888
Fax: 012 667 5964 / 086 529 2825 / 086 612 1735
e-mail: info@efin.co.za

FOR OFFICE USE

Name of Agent/Employee/Intermediary

ID No.

Agent Code Agent Commission for this loan YES NO

AND APPLICANT PART A

Details of applicant

ID No.

Mr Mrs Miss Date of birth

Surname

Full names

Residential address

City/Town Code

Postal address

Tel No. (H) (W)

Cell E-mail

Race: African: Coloured: Indian: Other:

Spouse's details if applicable (if not applicable draw a line)

Surname

Full names

Residential address

City/Town

Tel No. (H)

Tel No. (W)

Cell

Employer

Family / Friend (Not living at the same address)

Name

Residential address

City/Town

Tel No.

Cell

Relationship

Employment details - Applicant

Employer

Site/Department/Unit

Occupation

Company/Salary No.

Contact Person

Tel No. (W)

Work address

Pay date Period employed years months

Date of employment Retirement age

Bank details - Applicant

Name of bank

Account No.

Branch name

Branch code

Account type Cheque Savings

Stop order and repayment details

Repayment method:
The Borrower gives his consent that until all monies owing are paid, the lender may either: arrange with the employer (and all subsequent employers) of the borrower that the scheduled payments are deducted from the borrower's salary and paid by the employer directly to the lender or; that the appropriate debit order be placed on the borrower's bank account (and all subsequent bank accounts) as will meet the scheduled payments as per money lending agreement.

Purpose of loan

Housing Education Business

Furniture Consumption Other

Declaration & Signature

Payment Schedule - The payment schedule attached hereto in the form of the pre-agreement statement and quotation (Part A - Continued/Annexure A) sets out the payment information relating to this agreement and must be read as part of this agreement. **Declaration & Signature** - I declare that: I have applied for a loan as fully disclose in the pre-agreement statement and quotation (Part A - Continued/Annexure A). I confirmed that I have noted rate of interest, cost and repayment detail. All information in this agreement is true and correct. I understand, and have been allowed to read the Money Lending Agreement part A and B. I hereby authorize my employer on termination of employment to deduct the balance outstanding to Eminent Finance on that date from my final salary payment, leave or bony pay as the case may be.

Are you under administration/sequestration/ Debt Restructuring? YES NO

 Signed at (place) _____

Date _____ / _____ / _____

Signature of Borrower _____ Signature on behalf of Eminent Finance _____

Signature of Witness _____

**SMALL AGREEMENT Part B(Terms and Conditions)
IN TERMS OF SEC 93(2) OF THE NATIONAL CREDIT ACT 34 OF 2005
Form part of Small Agreement Part A**

Definitions and Interpretation

"the Act" means the National Credit Act no.34 of 2005 as amended from time to time.

"the Agreement" means your personal loan agreement with the Credit Provider. This Agreement is made up of the verbal and voice-recorded Quotation, recorded and concluded by Eminent Finance, the Pre-Agreement Statement, and your written or verbal and voice-recorded acceptance of both of these.

"Annual Interest Rate" means the fixed annual nominal rate at which interest is calculated on the balance of the Principle Debt.

"Credit Provider" means Vexocap(PTY)Ltd ta Eminent Finance

"Principle Debt" means the amount that is deferred and on which interest is calculated. It comprises the loan amount advanced, the initiation fee if not paid upfront, and any other costs including interest which are added as and when they become payable.

Any reference to "Lender" shall refer to the Credit Provider.

Any reference to "Borrower" means the credit receiver being the holder of this personal loan account.

Application and Agreement

By making an application to us, the applicant applies for credit and by doing so offers to enter into an agreement with us. We have no obligation to approve the application or to accept your offer. Any application is subject to our credit approval criteria and to the conditions for granting credit as set out in the Act. We have the discretion to decline your application at any time and to determine any loan amount.

Your application will be considered on the information that you provide to us. All information must be truthful, accurate, correct and complete.

You must have the required legal capacity to enter into and be bound by these terms and conditions. We may require proof of identification.

Should we elect to accept your offer as referred above and grant you credit, the fact that we have entered into an agreement with you now does not mean that we will do so in the future. We have the right to refuse to enter into any further agreements with you.

The pre-agreement quotation and disclosure notice ("the pre-agreement") will be provided to you according to the provisions of the Act either in-store or telephonically. If the pre-agreement is provided to you telephonically, the telephone call will be recorded and once finalised and accepted by you, a written copy thereof will be delivered to you by fax, e-mail or by post.

Should the agreement between us be concluded telephonically, it will be recorded and once concluded, a written copy of the agreement will be delivered to you by fax, e-mail or by post.

The telephonic receipt at our offices of your acceptance of the terms of this agreement shall constitute the conclusion of this agreement at our offices in Centurion. Furthermore, you are required to perform your obligations in terms of this agreement at our offices. It is also agreed that payments made by us are paid out in Centurion, and that payments received by us, shall only constitute performance when these are affected at our offices and you bear the risk of the payment method you may elect to use.

As soon as you receive the written agreement, you must sign this with a ballpoint pen and ensure that you keep it in a safe place.

INTEREST RATE

All interest charged against the loan shall be calculated on the principal debt at a fixed flat rate over the repayment period. This rate shall be the rate agreed upon by the parties. In the event of early settlement, the interest payable on the date of settlement will be calculated at the rate set out in this agreement.

Should the Borrower fail to pay any amount on due date or where the Lender grants an extension for payment of any amount, the interest that accrues on the full outstanding amount will be capitalised FAM (flat, annually, monthly) at the discretion of the Lender and interest will be charged on the total amount then outstanding at the rate as set out in this agreement at that time.

Should it become necessary for the Lender to institute legal action for the recovery of any amount in terms of this agreement, interest will be charged at the discretion of the Lender and interest will be charged on the total amount then outstanding at the rate as set out in this agreement or at the maximum rate prescribed by the Act and Regulations.

REPAYMENT

The first installment deduction will coincide with your next salary date, if it is more than 10 days from granting of the loan, otherwise it will be collected on the following salary date.

The Borrower hereby agrees that:

- he/she shall be lawfully indebted to the Lender for the payment of the total contractual amount, once the loan amount has been paid into the account/s as indicated by him/her.
- the full contractual amount is repayable in equal monthly installments.
- Should I have more than one loan account with the Lender I hereby authorise the Lender to transfer any credit balance that I may have on a particular account to any other account of mine, which may be in arrears or have an outstanding balance.
- notwithstanding the deductions from the salary of the Borrower, or the deduction from a banking account of the Borrower, it shall remain the sole responsibility of the Borrower to see to it that repayments are effected timeously.
- all repayments in terms hereof shall be made at the address of the Lender as recorded in the agreement.
- repayments will be used firstly to pay legal costs (if any), the additional interest (if any), then the total cost of credit, and thereafter to reduce the balance of the outstanding amount which was originally advanced to the Borrower

STATEMENTS

A statement of account will be delivered electronically every 3 months to the Borrower.

PAYMENT, SETTLEMENT AND TERMINATION

The Borrower may make additional payments or settle the outstanding amount in one payment, at any time, with or without notice to the Lender. The amount required to settle the agreement is the total of the unpaid balance of the principal debt at that time plus the unpaid interest charges and all other fees and charges payable by the Borrower to the Lender up to the settlement date.

The Borrower may terminate this agreement within 5 business days after the agreement was signed by the Borrower, by delivering a notice in the prescribed manner to the lender and tendering the return of any money received by the Borrower in respect of the agreement.

DEFAULT AND ACCELERATION

The Lender is entitled (but not obliged) to demand payment of the total amount outstanding in terms of this agreement at any time if the Borrower fails or neglects to strictly observe any of the terms or conditions of this agreement, or in any other way commits breach of agreement contract, or assigns his/her estate in favour of his/her creditors, or compromises with any creditor, or the Borrower's estate is sequestered or wound up, or the Borrower dies, or the

Borrower has made a false representation at the time of applying for the loan in terms of this agreement, or if an order in terms of Section 65 of the Magistrates Court Act has been granted against the Borrower, or if he/she commits an act or deed which may prejudice the rights of the Lender in terms hereof. Should any circumstances or event of whatsoever nature occur during the currency of this agreement, which event or circumstances if having prevailed at the time of loan application could have caused the Lender not to grant the loan, the Lender shall be entitled to, but not obliged to, cancel this agreement and to summarily claim repayments of all amounts. The exercising of its rights as described will not prejudice or limit in any way other rights which the Lender may legally have.

ARREARS INTEREST

Interest on arrears will be charged in accordance with the rates set out in the quotation and which applies to the Agreement.

CERTIFICATE

The Borrower agrees that a document signed by any manager of the Lender stating any amount owing in terms of the agreement shall be sufficient proof of the outstanding amount, unless the Borrower proves the contrary.

CONCESSIONS

If the Borrower fails to make any payments on due date or fails to discharge any of its obligations in terms of this agreement and the Lender takes no action against him/her, this shall not mean that the Lender has given up the right to take legal action.

AMENDMENTS

This agreement shall be the only agreement between the parties in respect of the loan. Any amendment thereof must be in writing and signed by both parties.

LEGAL COSTS

The Borrower acknowledges that should it become necessary for the Lender to institute legal action due to the non-compliance of the Borrower with the terms and conditions of this agreement, that he/she shall be liable for all such costs, including tracing fees, collection commissions and all other legal costs as calculated between attorney and own client.

JURISDICTION

The parties hereto consent to the jurisdiction of the Magistrates Court in terms of Section 45 of the Magistrates Court Act, Act 32 of 1944. This will however not preclude any of the parties to institute legal action in a division of the Supreme Court, which may have jurisdiction.

ADDRESSES FOR NOTICE

It is recorded that the addresses as indicated by both the Lender and the Borrower in the agreement shall be considered to be the addresses which each such party has chosen for the delivery of all notices, documents or letters and if delivered at such address the party to which it was addressed will not be entitled to claim that the notice, document or letter was not received. A party to this agreement may change their address by delivering to the other party a written notice of the new address by hand, registered mail, or electronic mail, if provided.

CONSENT TO THE DISCLOSURE OF CONFIDENTIAL INFORMATION

The Borrower specifically authorises the Lender to obtain from or disclose to a third party, the Borrower credit record and payment history; provided that should the Lender wish to forward adverse information to any credit bureau, the Borrower shall be notified in writing at least 28 (twenty-eight) calendar days beforehand by way of a notice to the domicile of the Borrower.

STOP ORDER INSTRUCTION (Section 34, Act 75, of 1971)

To: Financial authority of my employer as indicated in the agreement:

- I, irrevocably instruct the financial authority of my employer to deduct the equal monthly installments in the amount as indicated in the agreement from my salary and to pay these amounts to Eminent Finance on or before the last day of the month, until such time as the full amount (total repayable amount to which I am indebted to Eminent Finance has been paid in full.
- I hereby instruct my employer that unless all amounts owing in terms of the agreement between myself and Eminent Finance have been paid in full, this instruction may only be cancelled after I have obtained the prior written consent of Eminent Finance. I consent thereto that Eminent Finance may increase or decrease the amount to be deducted monthly or to extend the repayment period in the event of general increase/decreases in the rates applicable to the loan, or where additional amounts need to be deducted due to the fact that my repayments are in arrears.
- I hereby authorise my employer on termination of my employment to deduct the balance outstanding to Eminent Finance on that date from my final salary payment, leave or bonus pay as the case may be.

DEBIT ORDER INSTRUCTION

If I fail to pay any outstanding amount by means of a payroll deduction, this debit order comes into effect.

I, hereby request, "instruct" and authorise you to draw against my bank account (or any other bank or branch to which I may transfer my account) in accordance with the bank details furnished in the Loan Agreement, the full outstanding balance of the capital together with finance charges if I fail to pay any amount on the due date thereof in terms of the above-mentioned loan agreement.

All such withdrawals from my bank account by you shall be treated as though they had been signed by me personally.

I understand that the withdrawals hereby authorised will be processed through the Early Debit Order System(EDO) with two payment streams known as AEDOS /NAEDOS available to the Credit Provider, and I also understand that details of each withdrawal will be printed on my bank statement or accompanying voucher.

I agree to pay any bank charges relating to this debit instruction.

This authority may be cancelled by me by giving thirty (30) days' notice in writing, sent by prepaid registered post, but I understand that I shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my bank (whichever it is or will be)

ASSIGNMENT:

I acknowledge that the party hereby authorised to effect the drawing(s) against my account may not cede or assign any of its rights to any third party without my prior written consent and that I am not delegating any of my obligations in terms of this contract/authority to any third party.

Your verbal and voice-recorded acceptance of the verbal or written Quotation and written Pre-Agreement Statement, or alternatively your signed acceptance of the written Quotation and Pre-Agreement statement, shall constitute the Agreement and be binding until you have paid all the amounts due under the Agreement. No changes may be made to the Agreement unless these changes are agreed to in writing or alternatively are agreed verbally and voice-recorded, and subsequently reduced to writing.

ANY ENQUIRIES, PHONE 086 101 8888

Surname:

ID Number:

Company / Salary No:

LIVING EXPENSES BUDGET

As required by terms of section 81(2)(a)(ii) and (iii) of the National Credit Act

MONTHLY LIVING EXPENSES		
Description	Amount	MARK THE CORRECT BLOCK WHERE APPLICABLE AND COMPLETE THE OPEN SPACES
Housing / rent	R	RDP <input type="checkbox"/> SHACK <input type="checkbox"/> FAMILY HOME <input type="checkbox"/> OWN <input type="checkbox"/> HOSTEL <input type="checkbox"/>
Municipal services	R	INCLUDED <input type="checkbox"/> EXCLUDED <input type="checkbox"/>
Food	R	
Transport	R	WALK <input type="checkbox"/> BICYCLE <input type="checkbox"/> TRAIN <input type="checkbox"/> TAXI <input type="checkbox"/> OWN <input type="checkbox"/> COMPANY <input type="checkbox"/>
Clothing	R	
School fees	R	
Maintenance payment	R	
Instalment on furniture	R	
Vehicle finance	R	
Insurance premiums	R	
Telephone / cell phone	R	AIRTIME <input type="checkbox"/> CONTRACT <input type="checkbox"/>
Credit cards	R	
Micro- and other loans	R	
-	R	
-	R	
-	R	
Study loans	R	
Other debt / expenses	R	
-	R	
Total expenses	R	

I declare that the above information is both true and correct.

I agree to notify Eminent Finance in writing if any of the information supplied above changes, otherwise these can be considered to be my normal monthly expenses.

MARKETING (FORM PART OF SMALL AGREEMENT PART A)

Select the marketing options below you would like to be excluded from:

- Telemarketing conducted by or on behalf of Eminent Finance.
- Marketing or customer list that may be sold or distributed by Eminent Finance.
- Marketing of our products to you by SMS or email.

**IN TERMS OF SECTION 93(2)
 OF THE NATIONAL CREDIT ACT 34 OF 2005**

AUTHORITY TO SETTLE EXISTING FINANCE (If applicable)

I hereby authorise and instruct Eminent Finance to settle the outstanding amount with the following Companies:

Name of Company:	<input type="text"/>	Company Tel no:	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>

I hereby authorise and instruct Eminent Finance to deposit the balance after the settlement amount has been calculated, into my bank account.

Terms and Conditions:

It remains the discretion of Eminent Finance to settle the debt with other Companies.

The client must supply Eminent Finance with the correct documentation to settle the above mentioned Companies.


 Signature _____

_____/_____/20_____
 Date

PLEASE FAX THIS PAGE

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