

STANDARD TERMS AND CONDITIONS IN RESPECT OF LOAN ADVANCES

between			
REGISTERED NAME	Dupwies Financial Services CC - Lighthouse Iscor Str	LEGAL REG. NO	CC/2002/2259
TRADING BRANCH ADDRESS	None None None	ADMINISTRATIVE OFFICE ADDRESS	7 Seitz Str Maerua Windhoek
POSTAL ADDRESS	P O Box 150 None Windhoek	REGULATORY REGISTRATION NO.	25/11/225
hereinafter referred to as the "Lender" and the "Borrower" (AS PER THE DETAILS OF THE BORROWER ON APPLICATION FORM)			

The Parties agree that these Standard Terms & Conditions shall be applicable to all transactions between them, including all subsequent loan agreements between them.

I, the Borrower, acknowledge and declare:

- A. Any future loan advances requested and received from the Lender is subject to and in accordance with the terms and conditions set out in this Standard Loan Agreement, as well as to any quote for credit and concomitant repayment schedule, as aligned to "Moneylender Form A" attached hereto;
- B. If I apply to the Lender for a loan and accept the quote with all the cost related to the loan, I am truly indebted to the Lender for the total amount set out in the quote;
- C. I am not insolvent or under administration order, neither have I started with process that can lead to the aforementioned. I will immediately inform the Lender in the event of a material change to my financial position or if I start any process that can lead to administration;
- D. I have given full consideration to my financial position, and can fully afford my future payments to the Lender;
- E. I guarantee the correctness of all personal and financial information supplied by me to the Lender and acknowledge that the required information was essential for the Lender to assess my application;
- F. I will promptly inform the Lender of any change in employment or banking details;
- G. These Terms and Conditions were presented to me in my preferred and understood language of choice, read by or to me, and the meaning thereof is fully understood by me.

Terms and condition of agreement

1. In these Terms and Conditions, unless otherwise stipulated, the following words shall have the following meaning:

a.	"the Application"	shall mean the Loan Application Form.
b.	"the Credit Amount"	the capital amount which the Lender lent and advanced to the Borrower and which is received by the Borrower, or paid for on behalf of the Borrower, as indicated on the loan schedule or credit quote accepted by the Borrower.
c.	"the Repayment Date"	the time and date granted by the Lender to the Borrower for the repayment of the total amount due, after which the Lender will institute legal action against the Borrower for the recovery of the total loan amount due, subject to due notice periods.
d.	"Total Amount Due"	the total of the loan amount, stamp duty, taxes and cost and interest.
e.	"the Employer"	the Borrower's employer stated in the loan application
f.	"Party/ies"	shall be the Lender and/or Borrower as described herein.
g.	"Non Causa Debiti"	is the defence used by a debtor that there is no reason for the obligation.
h.	"Errore Calculi"	is the defence that the amount claimed was incorrectly calculated.
i.	"domicilium citandi et executandi"	shall mean the address where you choose to receive all notices in terms hereof, legal process, and pleadings as if it was served personally on you.
j.	"Loan Advances"	shall mean all transactions effecting disbursements of credit amounts from the Lender to the Borrower or borrower-indicated 3 rd Party, following the conclusion of, and in terms of this Standard Terms and Conditions herewith concluded

2. The Borrower chooses as his/her *legal address* the address mentioned in the application, and the Lender the address stipulated above.

3. The Borrower herewith agrees his/her liability to the Lender for any and all Amounts Due in respect of loan advances in terms of this loan agreement for such dates as stated in the relevant subsequent Loan Advance Schedules and agrees that the Total Amount Due will be immediately due and payable on such stated Repayment Dates.

4. The Borrower agrees that he/she will be responsible for payment of additional interest at the rate of 5% per month for the 1st 3 months after default, calculated on the outstanding principal amount.

5. In the event of the Borrower being in default, the Borrower will be liable for payment of all legal and related costs, on a party-to-party scale, including repayment fees as well as tracing fees, where applicable.

6. The Borrower specifically renounces the legal exceptions, "Non Causa Debiti", "Errore Calculi", revision of accounts, and no value received, and declares that he/she is fully acquainted with the force, effect and meaning thereof. Any obligation and/or amount of indebtedness to the Lender shall be determined and *prima facie* proved by a certificate under the signature of any manager of the Lender.

7. These conditions of agreement, constitute the entire contract between the Parties and it is recorded that no terms and conditions, other than those contained herein, together with the consequential Loan Advances, shall be binding upon the Parties unless reduced to writing and signed by the Parties hereto.

8. The Borrower herewith undertakes to notify the Lender immediately in writing should he/she resign from his current employer or make any changes in his/her bank accounts or physical address.

9. The Lender shall at all times have the right to cede all his/her rights in terms of this agreement.


10. The Borrower warrants that he/she has not borrowed money from another moneylender within the last 30 days.

11. The Lender agrees that any consent to judgement forms or emolument attachment orders obtained prior to the Borrower defaulting, is considered void and not enforceable.

12. The rules of confidentiality, disclosure, consideration, cooling-off period and Repayment methods as prescribed by local regulation are considered part of this agreement, and is available to the Borrower from the Lender's website, or at any outlet of the Lender.

13. Complaints which cannot be resolved between the Lender and the Borrower should be referred to the Credit Regulator for mediation in accordance with the Complaints Procedures endorsed by the Micro Lender, as made available. A complaints procedure guideline as well as a complaints intake form is available inside a trading branch or on the Lender's website

Signed at Lighthouse Iscor Str on (Loan Date)

	
BORROWER (CLIENT)	LENDER

Initials & Surname:
EN SHIVUTE
(in block)

LENDER FORM "A" - SCHEDULE IN RESPECT OF MONEY TO BE BORROWED AND ADVANCED

		Client No: 6005965	
Entered into by and between:			
DETAIL OF LENDER:		DETAIL OF BORROWER:	
Registered name:	Dupwies Financial Services CC	Surname	SHIVUTE
Legal registration number:	CC/2002/2259	Full names:	ESTHER NIITA
Trading as:	Windhoek	Identity number:	96052100559
Trading address (Legal address)	7 Seitz Str Maerua Windhoek	Postal address:	P.O.BOX 27909 WINDHOEK
Postal address:	P O Box 150 None Windhoek	Name of employer:	MTC
Contact number:	0026461425042	Work address (Physical address):	CNR OF MOSE TJITENDERO HAMUYENYA W NDADI STRT OLYMPIA
REGULATORY registration number:	25/11/225	Residential address (Physical address):	ERF 3808 MUNCHEN STREET OTJOMUISE WINDHOEK NAMIBIA
(hereinafter referred to as "the LENDER")		(hereinafter referred to as "the BORROWER")	

I, the BORROWER, hereby acknowledge, agree to and declare that my acceptance of any future cash advances will be:


- In accordance to "QUOTE" below;
- An acceptance that I am truly and lawfully indebted to the LENDER for the total amount set out in (g) of the quote below, relevant to the amount advanced to me by the LENDER, together with agreed levies and costs;
- A declaration that I am not under administration nor have started process for my estate to be placed under administration;
- A declaration that I am not insolvent, nor have any process being started that could lead to my insolvency;
- A declaration that I have given full consideration to my financial position, and I can fully afford my future payments to the LENDER;
- A guarantee to the correctness of all personal information supplied by me to the lender, and reflected on this contract, and acknowledge that it was regarded as essential for, and used by the lender to assess my application;
- A declaration that this Loan Agreement has been drafted in the preferred and understood language of my choice, read by or to me, and the meaning thereof has been fully explained, and is fully understood by me.
- An acknowledgement of the fact that I will be responsible for the payment of electronic deduction fees to the PISP (Payment Intermediary Service Provider, as stipulated in the Electronic Deduction Mandate concluded in that regard.

QUOTE: TRANSACTION DETAIL AND COST ELEMENTS

PRODUCTS:		IF FULL REPAYMENT WITHIN 1 MONTH'S SALARY CYCLE (i.e. if salary paid monthly, 1 payment): (PRODUCT "A")			IF FULL REPAYMENT WITHIN 3 MONTHLY SALARY CYCLES (i.e. if salary paid monthly, 3 payments): (PRODUCT "B")			IF FULL REPAYMENT WITHIN 5 MONTHLY SALARY CYCLES (i.e. if salary paid monthly, 5 payments): (PRODUCT "C")		
INTEREST RATE:		ONCE-OFF - 30% ON DISBURSEMENT(30% P/M))			ONCE-OFF - 30% ON DISBURSEMENT (10% P/M)			ONCE-OFF - 30% ON DISBURSEMENT (6% P/M)		
% YEARLY TCOC RATE:		360			120			72		
PAYMENT FREQUENCY:		Monthly/Monthly by Rule/Fortnightly/Weekly								
REPAYMENT METHOD:		Electronic/Salary Deduction								
SERVICE CHARGES - ELECTRONIC PAYMENT COST:		Partial recovery. Added onto installment and collected as per mandate, at PISP rates								
PENALTY INTEREST %:		5% per month for 1st 3 months after default, thereafter at official default (mora) interest rate								
PROD LINE NR:	LOAN AMOUNT (NAD)	MNTHLY PMNT (NAD)	EST. TOTAL FEES, CHARGES & INTEREST (NAD)	TOTAL REPMNT (NAD)	MNTHLY PMNT (NAD)	EST. TOTAL FEES, CHARGES & INTEREST (NAD)	TOTAL REPMNT (NAD)	MNTHLY PMNT (NAD)	EST. TOTAL FEES, CHARGES & INTEREST (NAD)	TOTAL REPMNT (NAD)
1	100,00	141,65	41,65	141,65	51,26	53,79	153,79	33,19	65,94	165,94
2	500,00	673,41	173,41	673,41	228,52	185,56	685,56	139,54	197,70	697,70
3	1000,00	1338,12	338,12	1338,12	450,09	350,26	1350,26	272,48	362,41	1362,41
4	1500,00	2005,46	505,46	2005,46	672,53	517,60	2017,60	405,95	529,75	2029,75
5	2000,00	2670,16	670,16	2670,16	894,10	682,31	2682,31	538,89	694,46	2694,46
6	2500,00	3337,50	837,50	3337,50	1116,55	849,65	3349,65	672,36	861,79	3361,79
7	3000,00	4002,21	1002,21	4002,21	1338,12	1014,35	4014,35	805,30	1026,50	4026,50
8	3500,00	4669,55	1169,55	4669,55	1560,56	1181,69	4681,69	938,77	1193,84	4693,84
9	4000,00	5334,25	1334,25	5334,25	1782,13	1346,40	5346,40	1071,71	1358,55	5358,55
10	4500,00	6001,59	1501,59	6001,59	2004,58	1513,74	6013,74	1205,18	1525,88	6025,88
11	5000,00	6666,30	1666,30	6666,30	2226,15	1678,44	6678,44	1338,12	1690,59	6690,59
12	6000,00	7998,34	1998,34	7998,34	2670,16	2010,49	8010,49	1604,53	2022,64	8022,64
13	7000,00	9330,39	2330,39	9330,39	3114,18	2342,54	9342,54	1870,94	2354,68	9354,68
14	8000,00	10662,43	2662,43	10662,43	3558,19	2674,58	10674,58	2137,35	2686,73	10686,73
15	9000,00	11994,48	2994,48	11994,48	4002,21	3006,63	12006,63	2403,75	3018,77	12018,77
16	10000,00	13326,52	3326,52	13326,52	4446,22	3338,67	13338,67	2670,16	3350,82	13350,82
17	11000,00	14658,57	3658,57	14658,57	4890,24	3670,72	14670,72	2936,57	3682,86	14682,86
18	12000,00	15990,61	3990,61	15990,61	5334,25	4002,76	16002,76	3202,98	4014,91	16014,91
19	13000,00	17322,66	4322,66	17322,66	5778,27	4334,81	17334,81	3469,39	4346,95	17346,95
20	14000,00	18654,70	4654,70	18654,70	6222,28	4666,85	18666,85	3735,80	4679,00	18679,00
21	15000,00	19986,75	4986,75	19986,75	6666,30	4998,90	19998,90	4002,21	5011,04	20011,04
22	16000,00	21318,79	5318,79	21318,79	7110,31	5330,94	21330,94	4268,62	5343,09	21343,09
23	17000,00	22650,84	5650,84	22650,84	7554,33	5662,99	22662,99	4535,03	5675,13	22675,13
24	18000,00	23982,88	5982,88	23982,88	7998,34	5995,03	23995,03	4801,44	6007,18	24007,18
25	19000,00	25314,93	6314,93	25314,93	8442,36	6327,08	25327,08	5067,84	6339,22	25339,22
26	20000,00	26646,97	6646,97	26646,97	8886,37	6659,12	26659,12	5334,25	6671,27	26671,27

I, the Borrower, hereby accept the above quoted schedule, together with, and subject to the "Standard Terms and Conditions i.r.o. Loan Agreements", and accept and agree that all future loan advances in terms of this agreement will be based on the above table, or calculated pro rata with the same rates, on the same formula, if falling between or outside the ambit (displayed schedules) of this table.

Signed at Lighthouse Iscor Str on (Loan Date)

	
BORROWER (CLIENT)	LENDER