

TERMS AND CONDITIONS

SECTION 93(2) OF THE NATIONAL CREDIT ACT, No. 34 OF 2005 ("THE ACT"))

These Terms and Conditions form part of and are to be read together with the voice recorded Pre Agreement Quotation and Loan Agreement, a copy of which is attached hereto, and any reference to "agreement" hereunder will mean the voice recorded Loan Agreement together with these Terms and Conditions.

1. Introduction

1.1. Cash Balance (Pty) Ltd. trading as Cash Balance is registered with the National Credit Regulator ("NCR") and subscribes to the National Credit Act.

1.2 The granting of the loan is entirely within the discretion of Cash Balance (PTY) LTD.

1.4. Any amendment made to the agreement will only be made legally binding once Cash Balance (PTY) LTD has notified you in writing or telephonically of such amendment.

2. Early Settlement: The Borrower may settle this agreement at any time in terms of section 125 of the National Credit Act, 34 of 2005 [Hereafter referred to as "the Act"] by paying the unpaid balance of the loan amount and unpaid interest charges and all other fees and charges up to the date of Settlement.

3. Proposed Loan Agreement: This document serves as a proposed loan agreement and quotation and the Borrower has the right to delay signing this agreement by 5 days, to consider the proposed loan agreement and if the Borrower elects to enter into this agreement with the Lender, the agreement should be concluded at or below the interest rate and costs initially quoted. The Borrower has the right to enter into this loan agreement at any stage prior to the lapse of the five (5) business day period.

4. Interest Rate: The interest rates for small and unsecured micro-loans are calculated in arrears on the outstanding capital at a fixed rate as per Table A of Regulation 42 of the Act. A change to the interest rate of small micro-loans is preceded by a notice by the Minister of Trade Industry in a Government Gazette and a change to the interest rate of unsecured loans is a factor of any change in the repurchase rate from time to time by the South African Reserve Bank. Should a change of interest rate occur as contemplated above that effect this agreement, the Borrower will be given (5) business days written notice of such change before the change is implemented.

5. Settlement of Loan: The Borrower is hereby notified and agrees that this loan will be settled by making charges against the bank account specified hereunder in terms of section 124(2) of the Act. The details of the charges are set out in the conditions of this loan which is part of this agreement:

Name of Bank Account:

Bank:

Account Number:

Branch Code:

Deduction Amount: As per clause 1.3 of this agreement. **Date(s) of Deductions:** On or after the dates specified in clauses 1.5 & 1.6 of this agreement.

6. Penalty Clause: In the event of default for whatever reason penalty interest and penalty service fee on repayments in arrears will be charged at the same interest rate and service fee rate set for this agreement. All attorney's or registered debt collectors costs will also be recovered from the Borrower on the attorney and client scale or on the official tariffs applicable to registered debt collectors, as the case may be.

7. Lender's right to terminate agreement: The Lender reserves the right in terms of section 123 of the Act to terminate this agreement with the Borrower if the Borrower defaults with any of the agreed repayments in terms of this agreement and proceed with legal proceedings in terms of section 129(1)(b) and section 130(1) of the Act which may result in a Court of Law enforcing the repayment of the Borrower's outstanding obligations in terms of this agreement and the court judgement recorded by credit bureau available to other credit providers.

8. Document provided and available: A copy of this signed Loan agreement is provided to the Borrower free of charge. A copy of the Act and Regulations is available to the Borrower to peruse the sections of the Act stated in this agreement and others on the premises of the Lender.

9. Conditions, Rights and Obligations: The Borrower and Lender agree that their rights and obligations under this agreement are limited to the conditions and clauses of this agreement as well as the conditions and requirements set in the Act.

10. Account Statements: The Lender will provide an account statement free of charge to the Borrower at the end of every third month during the term of a loan agreement. Account statements during intermediate months will be provided on request at a cost of R3.50 per page.

11. Administration Order: The Borrower declares that he / she is presently not under administration, has no intention of being placed under administration and agrees that he / she will not attempt to be placed under administration prior to discussing his / her financial situation with the Lender. The Borrower consents that in the event of being placed under administration on a date after the approval of this loan, that all payments still due to the Lender after granting of the administration order ["Future Payments"] shall fall within the ambit Section 74A(2) (e)(ii) of the Magistrates Court Act and therefore excluded in terms of Section 74C (2) of the said Act and the Lender shall therefore be entitled to recover all moneys still outstanding of this loan by means of legal action.

12. Debt review/re-arrangement: The Borrower declares that at the signing of this agreement he/she has not applied for debt review to a debt counsellor in terms of section 86(1) of the Act or a competent court in terms of section 86(9) of the Act; and/or is not under debt re-arrangement in terms of section 86(8)(a) or section 87(1)(b)(ii) of the Act.

13. Dispute Resolution: The Borrower agrees that in the event of any dispute or uncertainty he / she will discuss the matter with the Lender as a first step to resolve the issue. If the matter is not resolved to his / her satisfaction, the Borrower will submit his / her issue in writing to the Lender and if the dispute is not resolved thereafter to be at liberty to take up the matter with the National Credit Regulatory at toll share number 0860100406.

14. MEDIATION AND ARBITRATION AGREEMENT

WE THE UNDERSIGNED PARTIES HERE BY AGREE that any dispute ,claim, controversy, contention or disagreement from or related to this loan agreement or the breach, termination, enforcement, interpretation or validity thereof, including any discourse ,disputation, contention, dissension or disagreement in regard to an arrangement, re-arrangement or rescheduling of payments to ensure the settlement of the liability of one party towards the other in regard to capital, interests and costs, arising between the consumer and the provider, will be submitted exclusively for arbitration within 21 days of such dispute. The parties hereby nominate and appoint the Micro Claims Arbitration to appoint an arbitrator from its panel of arbiters to mediate and adjudicate in such arbitration in accordance with the Desk top Rules of the said tribunal and to make a final and binding resolution in accordance with the Arbitration Act,42 of 1965.The arbitration shall be administered by the Secretariat of the Micro Claims Arbitration in accordance with the said Rules which shall be deemed to form part of this agreement and shall be read into it .A copy is available on the premises of the provider where this agreement was entered into. The parties agree to be bound by the decision of the arbitrator. The cost of the arbitration shall be borne by the unsuccessful party, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. Proceedings by the arbitrator shall be final and Judgment on any such award may be entered in any high court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This clause will not limit the right of the consumer to approach the Small Claims Court or exercise his/her rights in terms of the National Credit Act, 2005 or the Consumer Protection Act, of 2008. The parties hereby request that the mediation/arbitration proceedings shall take place at the business premises of the credit provider and under takes to make a suitable private area available where proceedings can be conducted. The consumer hereby consent and authorizes his/her employer (where applicable) to give effect to the arbitration awards as provided by law. Should any periodic deduction however exceed 25%of the consumer net salary the employer shall be entitled to reduce accordingly .An administration fee of 5%per installment may be deducted by the employer.

15. Marketing Option

When applying for a loan from Cash Balance (PTY), you are entitled to request to be excluded from any or all of the following:

- 16.1. Telemarketing campaigns conducted by or on behalf of Cash Balance (PTY) LTD ;
- 16.2. marketing or customer lists that are sold or distributed by Cash Balance (PTY) LTD, other than as required by the Act;
- 16.3. Any mass distribution of email or sms messages.

- You will be requested to exercise this right during the loan application process. The three options selected by you will appear on the payment schedule attached to this agreement. You are entitled at any time to contact Cash Balance (PTY) LTD and request that the options selected by you be amended.

Declaration and Authorisation by Applicant

I, the applicant, declare and agree that:

- the information that I have provided for the application is true and correct;
- I have not taken up any further credit other than that which already existed and was disclosed by me at the time I applied for this loan from Cash Balance (PTY) LTD
- where instalments are deducted from my bank account, I may not close the account unless I have informed Cash Balance (PTY) LTD of the change and I will make sure that my salary is paid into the indicated account until the whole loan (together with all administrative charges and interest) has been repaid;
- by accepting this agreement I grant Cash Balance (PTY) LTD permission to:
 - contact any one to check that the information which I have provided for the application is correct; obtain details from any party about my financial status and banking details, including a credit record and payment history.
 - give information about this loan to any party, including any credit bureau or National Loans Register;
 - disclose to a third party my credit record and payment history;
 - disclose my personal information in the following instances:
 - where Cash Balance (PTY) LTD legally compelled to do so;
 - where it is in the public interest to disclose;
 - where disclosure is made at my request or with my written consent;
 - Where Cash Balance (PTY) LTD requests me to disclose any of my personal information when I contact Cash Balance (PTY) LTD telephonically.