

FOCUS FINANCE

STANDARD TERMS AND CONDITIONS IN RESPECT OF LOAN ADVANCES

between

REGISTERED NAME	FOCUS FINANCE (PTY) LTD	LEGAL REG. NO	2008/0756
TRADING BRANCH ADDRESS		ADMINISTRATIVE OFFICE ADDRESS	7 Seitz Str., Maerua Mall, Windhoek
POSTAL ADDRESS	PO Box 150 WINDHOEK, Namibia	NAMFISA REGISTRATION NO.	25/11/519

hereinafter referred to as the "Lender"
and

the "Borrower"

(AS PER THE DETAILS OF THE BORROWER ON LOAN 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 were 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, 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 calculated and capitalised monthly on all arrears amounts.
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. Whenever a Loan Advance in terms of this agreement is requested and/or concluded between the Parties via telephone or other electronic media, it will be based on the table of loan schedules attached hereto as MONEYLENDER FORM "A" - SCHEDULE IN RESPECT OF MONEY TO BE BORROWED AND ADVANCED, and also available on the Lender's website, and the printed version of the specific MONEYLENDER FORM "B" - ACCEPTANCE CONFIRMATION OF FURTHER ADVANCES IN TERMS OF THE STANDARD CREDIT AGREEMENT ALREADY CONCLUDED, together with the details of such telephonic or electronic conclusion of the Loan Advance transaction, including a transcript where applicable, will be made available in printed format to the Borrower free of charge at the offices of the Lender upon request of the Borrower, and in the event of a dispute a copy of the relevant electromagnetic recording or other electronic record, as may be relevant in the circumstances, will be made available to the Borrower on electronic storage disc (CD or DVD) in which event the Borrower shall be liable for the costs thereof, alternatively the Lender may forward a copy of such record via e-mail to the Borrower's e-mail address provided by him/her.
7. 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.
8. 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.
9. 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.
10. The Lender shall at all times have the right to cede all his/her rights in terms of this agreement.
11. The Borrower warrants that he/she has not borrowed money from another moneylender within the last 30 days.
12. 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. Circular No. II/ML/8/2003 dated 08 August 2003 is considered part of this agreement.
13. The rules of confidentiality, disclosure, consideration, cooling-off period and Repayment methods contained in Exemption Notice No. 189 of 25 August 2004 are considered part of this agreement, and is available to the Borrower from the Lender's website, or at any outlet of the Lender.
14. Complaints which cannot be resolved between the Lender and the Borrower should be referred to NAMFISA for mediation in accordance with the Complaints Procedures endorsed by the Micro Lending Industry. A complaints procedure guideline as well as a complaints intake form is available inside a trading branch.

Signed at _____ on _____ (Loan Date)

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BORROWER (CLIENT)

LENDER

Initials & Surname: _____ (in block)

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

FOCUS FINANCE

Client No.:

Entered into by and between:

DETAIL OF LENDER:		DETAIL OF BORROWER:	
Registered name:	FOCUS FINANCE (PTY) LTD	Surname:	
Legal registration number:	2008/0756	Full names:	
Trading as:	FOCUS FINANCE (PTY) LTD	Identity number:	
Legal address:	7 Seitz Street	Postal address:	
	Maerua Mall		
	WINDHOEK	Name of employer:	
Postal address:	PO Box 150	Work (Physical address):	
	WINDHOEK		
Fax number:	(061) 260 458		
Contact number:	(061) 425 000 (Call Centre)	Residential (Physical address):	
NAMFISA registration number:	25/11/519		
(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 in terms of ANNEXURE "A" "Standard Credit Agreement" on reverse side hereof, 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 in terms of the Magistrates Court Act (Act 32 of 1944);
- 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.

QUOTE: TRANSACTION DETAIL AND COST ELEMENTS

PRODUCT LINE NUMBER:			IF FULL REPAYMENT WITHIN 1 MONTH'S SALARY CYCLE (i.e. if salary paid monthly, one 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	360	120	72			
% YEARLY TCOC RATE:								
PAYMENT FREQUENCY:	Monthly/Monthly by Rule/Forthnightly/Weekly							
REPAYMENT METHOD	Electronic/Salary Deduction							
PENALTY INTEREST RATE%:	5% per month							
	LOAN AMOUNT	TOTAL CREDIT CHARGES	MNTHLY PMNT AMOUNT	TOTAL REPAYMENT AMOUNT	MNTHLY PMNT AMOUNT	TOTAL REPAYMENT AMOUNT	MNTHLY PMNT AMOUNT	TOTAL REPAYMENT AMOUNT
1	NAD 100.00	NAD 30.00	NAD 130.00	NAD 130.00	NAD 43.33	NAD 130	NAD 26.00	NAD 130.00
2	NAD 200.00	NAD 60.00	NAD 260.00	NAD 260.00	NAD 86.67	NAD 260	NAD 52.00	NAD 260.00
3	NAD 300.00	NAD 90.00	NAD 390.00	NAD 390.00	NAD 130.00	NAD 390	NAD 78.00	NAD 390.00
4	NAD 400.00	NAD 120.00	NAD 520.00	NAD 520.00	NAD 173.33	NAD 520	NAD 104.00	NAD 520.00
5	NAD 500.00	NAD 150.00	NAD 650.00	NAD 650.00	NAD 216.67	NAD 650	NAD 130.00	NAD 650.00
6	NAD 600.00	NAD 180.00	NAD 780.00	NAD 780.00	NAD 260.00	NAD 780	NAD 156.00	NAD 780.00
7	NAD 700.00	NAD 210.00	NAD 910.00	NAD 910.00	NAD 303.33	NAD 910	NAD 182.00	NAD 910.00
8	NAD 800.00	NAD 240.00	NAD 1 040.00	NAD 1 040.00	NAD 346.67	NAD 1040	NAD 208.00	NAD 1 040.00
9	NAD 900.00	NAD 270.00	NAD 1 170.00	NAD 1 170.00	NAD 390.00	NAD 1170	NAD 234.00	NAD 1 170.00
10	NAD 1 000.00	NAD 300.00	NAD 1 300.00	NAD 1 300.00	NAD 433.33	NAD 1300	NAD 260.00	NAD 1 300.00
11	NAD 1 100.00	NAD 330.00	NAD 1 430.00	NAD 1 430.00	NAD 476.67	NAD 1430	NAD 286.00	NAD 1 430.00
12	NAD 1 200.00	NAD 360.00	NAD 1 560.00	NAD 1 560.00	NAD 520.00	NAD 1560	NAD 312.00	NAD 1 560.00
13	NAD 1 300.00	NAD 390.00	NAD 1 690.00	NAD 1 690.00	NAD 563.33	NAD 1690	NAD 338.00	NAD 1 690.00
14	NAD 1 400.00	NAD 420.00	NAD 1 820.00	NAD 1 820.00	NAD 606.67	NAD 1820	NAD 364.00	NAD 1 820.00
15	NAD 1 500.00	NAD 450.00	NAD 1 950.00	NAD 1 950.00	NAD 650.00	NAD 1950	NAD 390.00	NAD 1 950.00
16	NAD 1 600.00	NAD 480.00	NAD 2 080.00	NAD 2 080.00	NAD 693.33	NAD 2080	NAD 416.00	NAD 2 080.00
17	NAD 1 700.00	NAD 510.00	NAD 2 210.00	NAD 2 210.00	NAD 736.67	NAD 2210	NAD 442.00	NAD 2 210.00
18	NAD 1 800.00	NAD 540.00	NAD 2 340.00	NAD 2 340.00	NAD 780.00	NAD 2340	NAD 468.00	NAD 2 340.00
19	NAD 1 900.00	NAD 570.00	NAD 2 470.00	NAD 2 470.00	NAD 823.33	NAD 2470	NAD 494.00	NAD 2 470.00
20	NAD 2 000.00	NAD 600.00	NAD 2 600.00	NAD 2 600.00	NAD 866.67	NAD 2600	NAD 520.00	NAD 2 600.00
21	NAD 2 100.00	NAD 630.00	NAD 2 730.00	NAD 2 730.00	NAD 910.00	NAD 2730	NAD 546.00	NAD 2 730.00
22	NAD 2 200.00	NAD 660.00	NAD 2 860.00	NAD 2 860.00	NAD 953.33	NAD 2860	NAD 572.00	NAD 2 860.00
23	NAD 2 300.00	NAD 690.00	NAD 2 990.00	NAD 2 990.00	NAD 996.67	NAD 2990	NAD 598.00	NAD 2 990.00
24	NAD 2 400.00	NAD 720.00	NAD 3 120.00	NAD 3 120.00	NAD 1 040.00	NAD 3120	NAD 624.00	NAD 3 120.00
25	NAD 2 500.00	NAD 750.00	NAD 3 250.00	NAD 3 250.00	NAD 1 083.33	NAD 3250	NAD 650.00	NAD 3 250.00
26	NAD 2 600.00	NAD 780.00	NAD 3 380.00	NAD 3 380.00	NAD 1 126.67	NAD 3380	NAD 676.00	NAD 3 380.00
27	NAD 2 700.00	NAD 810.00	NAD 3 510.00	NAD 3 510.00	NAD 1 170.00	NAD 3510	NAD 702.00	NAD 3 510.00
28	NAD 2 800.00	NAD 840.00	NAD 3 640.00	NAD 3 640.00	NAD 1 213.33	NAD 3640	NAD 728.00	NAD 3 640.00
29	NAD 2 900.00	NAD 870.00	NAD 3 770.00	NAD 3 770.00	NAD 1 256.67	NAD 3770	NAD 754.00	NAD 3 770.00
30	NAD 3 000.00	NAD 900.00	NAD 3 900.00	NAD 3 900.00	NAD 1 300.00	NAD 3900	NAD 780.00	NAD 3 900.00
31	NAD 3 100.00	NAD 930.00	NAD 4 030.00	NAD 4 030.00	NAD 1 343.33	NAD 4030	NAD 806.00	NAD 4 030.00
32	NAD 3 200.00	NAD 960.00	NAD 4 160.00	NAD 4 160.00	NAD 1 386.67	NAD 4160	NAD 832.00	NAD 4 160.00
33	NAD 3 300.00	NAD 990.00	NAD 4 290.00	NAD 4 290.00	NAD 1 430.00	NAD 4290	NAD 858.00	NAD 4 290.00
34	NAD 3 400.00	NAD 1020.00	NAD 4 420.00	NAD 4 420.00	NAD 1 473.33	NAD 4420	NAD 884.00	NAD 4 420.00
35	NAD 3 500.00	NAD 1050.00	NAD 4 550.00	NAD 4 550.00	NAD 1 516.67	NAD 4550	NAD 910.00	NAD 4 550.00
36	NAD 3 600.00	NAD 1080.00	NAD 4 680.00	NAD 4 680.00	NAD 1 560.00	NAD 4680	NAD 936.00	NAD 4 680.00
37	NAD 3 700.00	NAD 1110.00	NAD 4 810.00	NAD 4 810.00	NAD 1 603.33	NAD 4810	NAD 962.00	NAD 4 810.00
38	NAD 3 800.00	NAD 1140.00	NAD 4 940.00	NAD 4 940.00	NAD 1 646.67	NAD 4940	NAD 988.00	NAD 4 940.00
39	NAD 3 900.00	NAD 1170.00	NAD 5 070.00	NAD 5 070.00	NAD 1 690.00	NAD 5070	NAD 1 014.00	NAD 5 070.00
40	NAD 4 000.00	NAD 1200.00	NAD 5 200.00	NAD 5 200.00	NAD 1 733.33	NAD 5200	NAD 1 040.00	NAD 5 200.00
41	NAD 4 500.00	NAD 1350.00	NAD 5 850.00	NAD 5 850.00	NAD 1 950.00	NAD 5850	NAD 1 170.00	NAD 5 850.00
42	NAD 5 000.00	NAD 1500.00	NAD 6 500.00	NAD 6 500.00	NAD 2 166.67	NAD 6500	NAD 1 300.00	NAD 6 500.00
43	NAD 5 500.00	NAD 1650.00	NAD 7 150.00	NAD 7 150.00	NAD 2 383.33	NAD 7150	NAD 1 430.00	NAD 7 150.00
44	NAD 6 000.00	NAD 1800.00	NAD 7 800.00	NAD 7 800.00	NAD 2 600.00	NAD 7800	NAD 1 560.00	NAD 7 800.00
45	NAD 6 500.00	NAD 1950.00	NAD 8 450.00	NAD 8 450.00	NAD 2 816.67	NAD 8450	NAD 1 690.00	NAD 8 450.00
46	NAD 7 000.00	NAD 2100.00	NAD 9 100.00	NAD 9 100.00	NAD 3 033.33	NAD 9100	NAD 1 820.00	NAD 9 100.00
47	NAD 7 500.00	NAD 2250.00	NAD 9 750.00	NAD 9 750.00	NAD 3 250.00	NAD 9750	NAD 1 950.00	NAD 9 750.00
48	NAD 8 000.00	NAD 2400.00	NAD 10 400.00	NAD 10 400.00	NAD 3 466.67	NAD 10400	NAD 2 080.00	NAD 10 400.00

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 _____ on _____ (Loan Date)

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BORROWER (CLIENT)

LENDER