

Global Way (Pty) Ltd Reg No: BW00001252893 P O Box 201042, Bontleng Gaborone, Botswana Tel: (+267) 393 2399 Fax: (+267) 393 2390

West Avenue Plot 178, Unit 3 Commerce Park

**NBFIRA LICENSE NO: 8/3/306/LA** 

#### 1. Declaration by Applicant

- a) All the information in this application is true and correct
- b) I am a resident of Botswana
- c) Global Way may conduct any enquiries which may be necessary to enable it to evaluate this application
- d) Global Way are free to withdraw from this loan application under our terms and conditions
- e) The essential terms of the money lending agreement were explained to me and i understand the meaning and consequences thereof.
- f) Your existing loan with Global Loan must be older than three (3) months before it can be settled and this settlement will be deducted from the amount applied for. (Only One Loan per Individual)
- g) No refunds will be given on top-up loans. Payments made

- on other loans will be posted against current loans running.
- h) I have been allowed the opportunity to read the agreement.
- i) A copy of the signed money lending agreement and terms and conditions has been provided to me.
- j) If this application is approved by Global Way and I am notified thereof in writing or the loan is paid out to me, a loan agreement will eventuate between Global Way and myself in accordance with:
  - this application;
  - the standard terms and conditions;
  - the assuarance addendum;
  - the approval of my application
- k) The applicant has been in employment with the current employer in excess of one (1) year.

<ol> <li>Borrower is in a position, financially and legally, to enter into the agreement</li> <li>Borrower undertakes to inform the lender if any of his or her personal particulars change</li> </ol>			
Are you aware of any medical conditions? Yes No	Insolvent:	Under Legal Administ	ration Garnishee Order
	gnature of the Spouce Married in COP)		Signature of the Witness:
2. Personal Particulars			
Nationality:		G	ender: Male Female
ID Number:		Date of Birth:	
Title: Surname of Borrower			Initials
First Names of Borrower:			
Marital Status: Single Married out of COP	Married in COP	Date of Marriage:	
Physical Address:	Postal Addre	ess:	
City/Town/Village:	City/Town/V	illage:	
Years at Address: Owner Tenant	Su	burb:	
Tel. Home:	Cell:		
Tel. Work:	Ext:	Fax:	
Email:		Number of [	Dependants
Ward Name:	F	Home Village:	
Name of Chief:	F	ostal Address:	

Caution: Borrowing more than you can afford to repay could lead to severe financial difficulties

3. Employment Details and Irrevocable Salary Stop-Order			
Employer:	Department:		
Postal Address:	Supervisor Name:		
Physical Address:	Contact Number:		
Occupation:	your Appointment: Permanent Temporary Years Employed:		
Work Permit Contract Expiry Date:	Retirement Date:		
Payroll Number: Salar	y Date: of every Union Name: month		
Payroll Type: IC P&P MFDP Payroll	Private:		
By signing this application, i authorise my employer or its banker,	by my Employer)		
for the processing of this monthly stop order with effect from over to Global Way's bank account.	from my salary/wage and pay it		
Borrower's Signanture	Date		
4. Spouse/ Family Member/ Next of Kin			
Name& Surname:	Tel Home:		
Relationship:	Tel Work:		
Postal Address	Cell:		
Physical Address	Employer Name		
5. Banking Details - Account into which loan process	eeds must be deposited		
Bank: Ac	count Number:		
Branch Name: Ac	count Type: Cheque Savings		
City / Town:	nk Branch Number:		
6. Check List			
Copy of valid ID Document Current Calendar	Terms & Conditions - Signed		
Month Bank Statement	Client Copy Schedule - Completed		
Current Salary Advice Slip	Client Copy Terms & Conditions - Signed		
Utility Bill/Proof of Address	Resident/Work Permit (Non Citizens)		
Onboarding assestment form	Deduction Consent Form		
AML Risk Profile: Low Medium Hi	gh Prohibited		
Source of Sales: Office Facebook W	ebsite Agent Referral		

7. Affordability							
Earnings:		Bank Deduction:	Deduction 1	Deduction 2	Deduction 3	Deduction 4	Total
Deductions		Deduction Amount:					
Bank Deductions		]					
Settlements:		Settlement:	Settlement 1	Settlement 2	Settlement 3	Settlement 4	Total
Settlement Premiums		Premium:					
Net Salary		Reference:					
8. Disbursement Sched	ماريا	_					
Principal Amount:		Type of L					
Admin Fee:		Number	of Instalmer	nts:			
Credit Life:		Total Amo to be Rep					
Initiation Fee:			ercentage R	ate:			
Amount Financed:			ate (Nomina nded Month				
Interest Rate:		Date(s) of	f Instalment	(s)			
Term:		NOTES					
Premium (only):							`
Collection Fee							
Premium Including Collection:							
Disbursed to Client:							
Settlement:							
I hereby declare that this ap and undertake to repay the	full amount on due o	date(s).		- Date	:		
Signature of the Borrower: <b>9. Back Office Use</b>		Comments	ignature of	the Witness	Signat		
Client ID:		gent Code:		Applio			
		Outsta	nding [	Numb			
Existing Loan Number:		Amour	_		Code	.	
ITC - Check:							
Central Registry Approval:							
Credit Vetting:							
Employment Verification:							
Application Form Verification:							
Capturer:	Approx	val:		Postina			

**PREAMBLE**: the borrower has applied for a loan from the company which has assessed the borrowers credit worthiness and has agreed to grant the borrower loansubect to the terms set below.

- 1. DEFINANTIONS "addendum" means the addendum hereto signed by the Applicant: "application" means the application form forming part of this agreement: "borrower" means the applicant referred to in Section "1" of the application: "company" Global Way (Pty) Ltd; "employer" means the applicant's employer; "loan agreement means the agreement comprising these terms and conditions, the application form and addendum; "total cost of credit (TCOC) means the total charges of credit in respect of loan amount advanced "loan/loan facility" means the loan applied for and granted in terms of this loan agreement, including and shall have the same meaning when referred to in any section of the application form and addendum; "total debt" means the amount comprising the cash amount of the loan, provision fee, broken period, interest feeand monthly interest charged (at the rate stipulated), the amounts of which will be made available to the applicant /borrower on request by him/her; "interest rate" means the interest rate raised monthly in arrears in respect of the total debt. "Principal Debt" means the aggregate of the loan granted by the company together with the charges, fees and any attorney-client charges which the borrower may be liable for in terms of or arising out of this agreement as well as any incidental costs; "loan amount" the loan amount shall be the amount paid to the borrower, less any amounts due by the borrower in the event of a re-advance.
- 2. GRANT OF LOAN the company has, in its sole discretion, following consideration of the application, agreed to grant the borrower the loan amount, by electronic payment to the borrowers bank account as per Section 3 of the application or by any other means of direct payment to the borrower, and by signing this agreement, a loan agreement shall come into existence between the company and the borrower under the terms and conditions contained herein, where the effective date of such loan being the date on which payment of the loan amount is received on the borrowers bank account. The borrower here indemnifies the company against any losses sustained by him/her arising from the payment of loan amount granted into the borrower's bank account.
- 3. INTEREST, borrower shall pay interest (as well after as before any demand or judgement or the bankruptcy of the borrower) on the loan amount in respect of each interest period at the rate 0.125 % per month. In the event of the borrower failing to pay any instalment or amount on due date, such outstanding amount shall bear interest at the rate specified above. The penalty amount and additional cost, excluding identifiable legal fees shall not exceed 5% of the outstanding principal amount per month with a maximum not exceeding the outstanding principal amount.
- 4. CHARGES in addition to the repayment of the loan amount and the payment of interest, the borrower shall be responsible for the following initial costs and charges, which he/she hereby authorizes the Company to debit to his/ her loan account: Broken period (Interim) interest and administration fees which shall be added to the principal debt.
- 5. TERMS/INSTALLMENTS the principal debt together with interest due thereon as set out in clause 4, shall be repaid in the number of monthly instalments recorded in the addendum. Each monthly instalment shall be in the amount reflected in the addendum, subject to any changes agreed to between the borrower and the Company in writing from time to time. The borrower hereby authorizes the Company to allocate any repayments received in the first instance towards the serviving of the principal debt. The borrower shall in all instances remain liable for any shortfall in payments due.
- 6. LOAN REPAYMENT the borrower hereby agrees that he/she shaall effect payment of all instalments due by way of the Irrevocable Salary Stop Order in terms of the following instruction by the borrower (in his/her capacity as an employee of the employer to bis/her employer as identified in Section "4" of the application.) I, the employee hereby instruct my employer to deduct the instalment and any other charges as indicated in the addendum which may become payable by me to the Company (Including any administration fee levied by my employer in relation thereto) from my monthly salary commencing on the commencement date and for the period incitated in the addendum, and to pay such monthly deductions to the Company on my behalf. This instruction is irrevocable and shall remain in force and effect until written notice shall be obtained by my employer from the Company that all amounts owing by me have been paid in full. I understand that this instruction can not be withdrawn by me under any circumstances. I understand the if my employer does not make the necessary monthly salary deduction for whatever reason. I will be in breach of this loan agreement, unless i make payement myself. I also understand that the Company is only prepared to advance me the funds if my employer implements the Irrevocable Salary Stop Order. If at any time, for any reason the Irrevocable Salary Stop Order should be withheld/ withdrawn without prior written consent of the Company. I will have to repay the outstanding principal debt immediately in full to the Company, I agree that any notice signed by representative of the Companystating an amount owing or payable to the Company, in terms of theIrrevocable Salary Stop Order as contained in Section "4" of the application, shall constitute prima facie proof of the amouns owing or payable for purposes of making any payments to the Company. All payments shall firstly be appropriated in settlement of costs in respect of therecovery thereof, including legal and collection costs, thereafter to interes
- 7. EARLY SETTLEMENT He/she understands that he/she may make additional payments or settle the outstanding balance on his/her loan account in one payment, provided the following conditions are met;
- a. He/She can at any time during working hours request for settlement balance.
- b. The settlement balance shall remain valid for 30 days from the date of request.
- 8. COOLING OFF: The Company confirms that the borrower has the right to cancel the loan within 7 days of approval of the agreement and if disbursement of funds has been processed, the borrower acknowledges that he will repay the full amount disbursed including prorated administration charges. Please note that post 7 days relaxation period, 3 months notice is requested to terminate the agreement. Cancellation charges will be levied if the notice period is not honored that can be made available on request at the company Head Office.
- 9. CREDIT LIFE INSURANCE: the borrower shall not be required to subscribe to credit life insurance products.
- 10. THE BORROWER ACKNOWLEDGES AND WARRANTS THAT the information submitted in the application is true and correct, including; the copy of the borrower's identity documentation; the details of the borrower's the original of the borrower's latest official salary advice slip; the copy of the latest statement in respect of the borrower's bank account; and any supplimentary information which was required by the company for purposes of proper evaluation of the application. The Company has informed him/her, prior to the end at the conclusion of this loan agreement, that a schedule can be made available (on request) reflecting the following information: The loan amount in Pula at the current interest rate over the repayment period; the penalty interest and any additional costs that would become payable in the case of default by him/her and the manner of calculation thereof; the instalment amount in Pula, at the current interest rate, and the number of instalments. He/She has read and understood this loan agreement, the meaning and consequences of which he/she is aware of and the essential terms of loan agreement have been read by him/her and/or to him/her in a language of his/her choice and understood by

him/her prior to the conclusion of this loan agreement. The Company has availed him/her an opportunity to read this loan agreement or it has been read to him/her by a representative of the company prior to the conclusion of this loan agreement. He/she has received a signed copy of this loan agreement at the conclusion of this loan agreement or at the time of advancing of the loan. He/she understands that he/she will be provided with a statement setting out all charges levied, all payments made and the balance outstanding on demand and that he/she will be charged a fee not exceeding P10 (ten pula) per page of the statement. He/she confirms that all the required statutory disclosures have been made to the borrower and that the dispute resolution process has been explained. He/she is in a position financially and legally, to enter into this agreement and undertakes to repay the loan on due dates as set out in the addendum. He/she confirms that he/she has truthfully disclosed all relevant facts regarding its own current and expected future financial position. He/she agrees that all legal means can be employed by the company to establish his/her credit worthiness.

- 11. BREACH/ACCELERATION should the borrower breach this agreement in any manner whatsoever and without derogation from the generality thereof, then notwithstanding anything contained herein , the full amount of the principal debt outstanding, together with interest up to the date of payment shall immediately become due and payable and the Company shall be entitled to: without notice, claim the full amount of the principal debt outstanding, together with the total charges of credit, if applicable, and interest charges and other monies owing for the full period thereof and; in the event of any default, the Company is hereby authorized to furnish the name, credit record and payment history of the borrower to a credit bureau as a delinquent borrower. The following events shall be deemed to be a breach by the borrower to a credit bureau as a delinquent borrower. The following events shall be deemed to be a breach by the borrower. The borrower failing to pay any instalments on due date; a provisional or final order of sequenstration being granted against the borrower; the borrower salling to have any judgement given against him/her rescinded within 21 days of the date of judgement being handed down against him/her; the borrowers employment with the employer in ceasing for any reason; the borrower's estate having being placed under administration; death of a borrower caused by undisclosed pre-existing conditions at the time of applying for a loan or during the loan period. Death of a borrower will render his/herloan agreement terminated and the company will waive the outstanding amount as a gesture of kindness to the family. No amount shall be waivered if in the opinion of the company that the illiness, bodily injuny, physical defect, ill-health or any other incident or condition which materially contributed to the death, disability or dread disease claim against the existed prior to the commencement of the policy. Termination on the grounds of disability or dread disease claim against the existed prior to the commenc
- 12. CERTIFICATE a certificate signed by any manager of the company (who's appointment and authority need not be proved) shall be prima facie proof of the matters stated therein. The borrower agrees that such certificate may be used as evidence in legal proceedings for proving of inter alia; the balance owing by the Borrower (cash amount, interest and all costs and charges as stipulated in the application and addendum); the amount of arrears, interest on such arrears and when such amounts become due; the Company's interest rate charged from time to time; the date and amounts of payments made by the borrower, if any; any other matter regarding this agreement. The borrower consents that should the Emolument Attachment Order and/or Garnishee Order be obtained that the monthly deductions in terms thereof, be not less than the instalment due under the loan subect to any rebutting evidence and/or the discretion of a competent court.
- 13. GARNISHEE ORDER the borrower hereby agrees that in the case of defaulting to pay the Company as per this loan agreement and failure to rectify such default within a reasonable period after being informent by the Company of such default, the Company will claim specific perfomance of this loan agreement and thereafter institute action by means of a garnishee order against him/her. The borrower further agrees and declares that at the time of default; a loan agreement existed between him/her and the Company; he/she was employed at the time when this laon agreement was concluded; he/she was earning a salary and was paid on a weekly/monthly basis; there was an ongoing employment agreement between him/her and the employer; in the case that successful garnishing order is granted against him/her, he/she will be responsible for the payment of all costs based on attorney client basis; he / she will be responsible for the payment and debt collection commissions charged.
- 14. DISCLOSURE TO THE THIRD PARTIES the borrower hereby irrevocably and specifically authorizes the Company to access any information available to assess his/her application, and to disclose any confidential information obtained by it and/or contained in the application and this loan agreement to any third party, and to obtain from and/or disclose to any third party his/her credit record and payment history. The borrower hereby gives the Company permision to register details of the conduct of his/her account with any credit bureau, or to any third party and the borrower waives any claims he/she may have against the company in respect of such disclosure.
- **15. CONSIDERATION** the parties agree that the amount reckoned as the outstanding balance due by the borrower to the company shall be the sum which appears on the company's Settlement Balances on the date on which this agreement is signed.
- 16. PAYING OF PROCEEDS INTO THE COMPANY AUTHORISED 3RD PARTY ACCOUNT: At the sole and written instance of the Borrower, the loan amount or part thereof may be disbursed by the company to an authorised third party. In the event that such third party payment is for goods to be delivered to or services rendered to the borrower, The company does not take responsibility for the product or service that 3rd party is offering to the borrower. Once payment has been to the third party in accordance with his instructions, the Borrower's liability to repay the Company in full shall remain irrespective of the product delivered or service rendered by the third party or any disputes which may arise between the borrower and the third party arising from any cause whatsoever.
- 17. GENERAL without prejudice to the Company rights to institute proceedinds in Magistrate Court or High Court having jurisdiction, the borrower consents to the jurisdiction of the Magistrate Court or High Court of the Republic of Botswana. All costs and expenses of whatever nature incurred by the Company as a direct consequence of the borrower's breach, including legal costs on any attorney and client scale, shall be payable by the borrower on demand and bear interest at the same rate as the principal debt. The Borrower chooses as his/her place of address for all legal process and for all purpose arising out of this agreement as the physical address stated in Section "1" of the application. This is the sole agreement between the parties and no relaxation or includgence granted by the Company to the borrower shall in any way prejudice the Company's rights hereunder. No amendment to this agreement shall be binding unless such amendments is verified in writing by the Company. No latitude, concession or condonation given by the Company to the borrower shall detract from any of the COmpany's rights under this loan agreemen. No failure or delay by the Company in respect of any of its rights or remedies under this agreement will impair or operate as a waiver of its said rights or remedies not will it constitute a novation hereof. The rights and remedies of the Company under agreement are cumulative and not exclusive of any rights and remedies provided by law. All payments due to the company under this loan agreement shall be paid in full and without any set off or counterclaim and free and clear of any withholding or deduction of taxes, duties or charges present or future.
- 18. OTHER DEBTS: the borrower acknowledges that the company complies with all the regulations of the regulator in Micro Finance in Botswana and the borrower has disclosed all other financial commitments to ensure that proper vetting practice takes place and that the borrower does not become overcommitted. The Company is willing to settle other financial commitments to ensure that the borrower does not become overcommitted and enforce proper vetting and lending practices.

# I hereby declare that this loan application contract has been fully explained to me, all blank spaces were duly filled and that i completely understand the entire contract:

Signature of the Borrower:	Signature of the Spouce:	Signature of the Broker:
	(Married COP)	
Signature of the Witness:	Full Name:	Tel No:

### **DEDUCTION AUTHORIZATION CONSENT**

TO.		
	(Name and Addrress of Employer)	
Department/ District		
	rernment/District Council/Land Board etc Employees)	HR DEPARTMENT VERIFICATION
	Full names and surnames of Borrower	
The undersigned, hereby authorize you	to deduct the following:	
Collection Administration Fee	%	
Premium	Total Deduction:	P
From my income each month for(ter	months m of the loan)	
The first deduction to be made from	20	
Salary No:		
Membership No:		
Identity No:		
this Stop Order from my salary and pay agreement until final payment in respect may be adjusted if the interest rate chains and the	orise my employer that on resignation or dismissal to deduce accrued leave or any other amount due to me in reduct I Way (Pty) Ltd any personal information that may be required employer cease.  It employer and enter into contract with a new employer, my new employer. A copy of this Stop Order will then act a loan repayments.  Interpolation or dismissal to deduce to me and the service of the se	the date as detailed on the loan Global Way (Pty) Ltd. Instalment cuct my monies from my final reion of my loan. I hereby confirm red to establish my whereabouts I authorise Global Way (Pty) Ltd s the necessary authority for my
My Bank and authorise	Bank	Branch to deduct from my
Account No:	Type of Account: Chequeor S	avings A/C
Branch Clearing Code:	The deduction due to Global Way (Pty) Ltd	d
in terms of this authorization form on th	e Day of each month.	
agreement instalment, Global Way (Pty), or arrears on the loan agreement. Any omy own account, Global Way (Pty) Ltd of	he above deduction methods are not successful or insuffice. Ltd have the right to pursue any avenues to collect and recosts Global Way (Pty) Ltd incur to implement an alternative an not be held liable to any additional costs or penalties in alternative deduction requirements, I consent to provide	ecover the balance, instalments re deduction method will be for charged by service providers of
I hereby acknowledge that all the infor given.	mation provided is correct and that I do understand acce	pt all the terms and authorities
SIGNATURE OF THE BORROWER	DATE	

### **CONSENT OF SPOUSE FORM**

I, the undersigned	of Identity Number
Physical Address	
Married in Community of Property to	
(Spouse), hereby on this	
Day of20consent to my spouse binding himself/herself to the Loar	n Agreement of
Loan Amount in words	
)	
over Months between him/her and Global Way (Pty) Ltd (Micro Lender) and ac	gree to the bound as
Surety and Co-Principal Debtor for the Indedtedness of My Spouse to the Micro Lender.	
SIGNATURE	
WITNESS:	
1. Full Name:	
Physical Address:	
Signature:	
Date:	
2. Full Name:	
Physical Address:	
Signature:	
Date:	

\* SURETY, LOAN AGREEMENT



Global Way (Pty) Ltd Reg No: BW00001252893 P O Box 201042, Bontleng Gaborone, Botswana Tel: (+267) 393 2399

Fax: (+267) 393 2390 West Avenue

Plot 178, Unit 3 Commerce Park

NBFIRA LICENSE NO: 8/3/306/LA

Client Info	
Client's name:	Omang:
Sales Consultant's name:	Contact:
Disbursement Schedule	
Principal Amount:	Type of Loan:
Admin Fee:	Number of Instalments:
Credit Life:	Total Amount to be Repaid
Initiation Fee:	Annual Percentage Rate:
Amount Financed:	Interest Rate (Nominal Annual Compounded Monthly)
Interest Rate:	Date(s) of Instalment(s)
Term:	NOTES
Premium (only):	
Collection Fee	
Premium Including Collection:	
Disbursed to Client:	
Settlement:	
I hereby declare that this application has been fu and undertake to repay the full amount on due of	Illy completed and i acknowledge Date:
Signature of the Borrower:	Signature of the Witness:

**PREAMBLE**: the borrower has applied for a loan from the company which has assessed the borrowers credit worthiness and has agreed to grant the borrower loansubect to the terms set below.

- 1. DEFINANTIONS "addendum" means the addendum hereto signed by the Applicant: "application" means the application form forming part of this agreement: "borrower" means the applicant referred to in Section "1" of the application: "company" Global Way (Pty) Ltd; "employer" means the applicant's employer; "loan agreement means the agreement comprising these terms and conditions, the application form and addendum; "total cost of credit (TCOC) means the total charges of credit in respect of loan amount advanced "loan/loan facility" means the loan applied for and granted in terms of this loan agreement, including and shall have the same meaning when referred to in any section of the application form and addendum; "total debt" means the amount comprising the cash amount of the loan, provision fee, broken period, interest feeand monthly interest charged (at the rate stipulated), the amounts of which will be made available to the applicant /borrower on request by him/her; "interest rate" means the interest rate raised monthly in arrears in respect of the total debt. "Principal Debt" means the aggregate of the loan granted by the company together with the charges, fees and any attorney-client charges which the borrower may be liable for in terms of or arising out of this agreement as well as any incidental costs; "loan amount" the loan amount shall be the amount paid to the borrower, less any amounts due by the borrower in the event of a re-advance.
- 2. GRANT OF LOAN the company has, in its sole discretion, following consideration of the application, agreed to grant the borrower the loan amount, by electronic payment to the borrowers bank account as per Section 3 of the application or by any other means of direct payment to the borrower, and by signing this agreement, a loan agreement shall come into existence between the company and the borrower under the terms and conditions contained herein, where the effective date of such loan being the date on which payment of the loan amount is received on the borrowers bank account. The borrower here indemnifies the company against any losses sustained by him/her arising from the payment of loan amount granted into the borrower's bank account.
- 3. INTEREST, borrower shall pay interest (as well after as before any demand or judgement or the bankruptcy of the borrower) on the loan amount in respect of each interest period at the rate 0.125 % per month. In the event of the borrower failing to pay any instalment or amount on due date, such outstanding amount shall bear interest at the rate specified above. The penalty amount and additional cost, excluding identifiable legal fees shall not exceed 5% of the outstanding principal amount per month with a maximum not exceeding the outstanding principal amount.
- 4. CHARGES in addition to the repayment of the loan amount and the payment of interest, the borrower shall be responsible for the following initial costs and charges, which he/she hereby authorizes the Company to debit to his/ her loan account: Broken period (Interim) interest and administration fees which shall be added to the principal debt.
- 5. TERMS/INSTALLMENTS the principal debt together with interest due thereon as set out in clause 4, shall be repaid in the number of monthly instalments recorded in the addendum. Each monthly instalment shall be in the amount reflected in the addendum, subject to any changes agreed to between the borrower and the Company in writing from time to time. The borrower hereby authorizes the Company to allocate any repayments received in the first instance towards the serviving of the principal debt. The borrower shall in all instances remain liable for any shortfall in payments due.
- 6. LOAN REPAYMENT the borrower hereby agrees that he/she shaall effect payment of all instalments due by way of the Irrevocable Salary Stop Order in terms of the following instruction by the borrower (in his/her capacity as an employee of the employer to bis/her employer as identified in Section "4" of the application.) I, the employee hereby instruct my employer to deduct the instalment and any other charges as indicated in the addendum which may become payable by me to the Company (Including any administration fee levied by my employer in relation thereto) from my monthly salary commencing on the commencement date and for the period incitated in the addendum, and to pay such monthly deductions to the Company on my behalf. This instruction is irrevocable and shall remain in force and effect until written notice shall be obtained by my employer from the Company that all amounts owing by me have been paid in full. I understand that this instruction can not be withdrawn by me under any circumstances. I understand the if my employer does not make the necessary monthly salary deduction for whatever reason. I will be in breach of this loan agreement, unless i make payement myself. I also understand that the Company is only prepared to advance me the funds if my employer implements the Irrevocable Salary Stop Order. If at any time, for any reason the Irrevocable Salary Stop Order should be withheld/ withdrawn without prior written consent of the Company. I will have to repay the outstanding principal debt immediately in full to the Company, I agree that any notice signed by representative of the Companystating an amount owing or payable to the Company, in terms of theIrrevocable Salary Stop Order as contained in Section "4" of the application, shall constitute prima facie proof of the amouns owing or payable for purposes of making any payments to the Company. All payments shall firstly be appropriated in settlement of costs in respect of therecovery thereof, including legal and collection costs, thereafter to interes
- 7. EARLY SETTLEMENT He/she understands that he/she may make additional payments or settle the outstanding balance on his/her loan account in one payment, provided the following conditions are met;
- a. He/She can at any time during working hours request for settlement balance.
- b. The settlement balance shall remain valid for 30 days from the date of request.
- 8. COOLING OFF: The Company confirms that the borrower has the right to cancel the loan within 7 days of approval of the agreement and if disbursement of funds has been processed, the borrower acknowledges that he will repay the full amount disbursed including prorated administration charges. Please note that post 7 days relaxation period, 3 months notice is requested to terminate the agreement. Cancellation charges will be levied if the notice period is not honored that can be made available on request at the company Head Office.
- 9. CREDIT LIFE INSURANCE: the borrower shall not be required to subscribe to credit life insurance products.
- 10. THE BORROWER ACKNOWLEDGES AND WARRANTS THAT the information submitted in the application is true and correct, including; the copy of the borrower's identity documentation; the details of the borrower's the original of the borrower's latest official salary advice slip; the copy of the latest statement in respect of the borrower's bank account; and any supplimentary information which was required by the company for purposes of proper evaluation of the application. The Company has informed him/her, prior to the end at the conclusion of this loan agreement, that a schedule can be made available (on request) reflecting the following information: The loan amount in Pula at the current interest rate over the repayment period; the penalty interest and any additional costs that would become payable in the case of default by him/her and the manner of calculation thereof; the instalment amount in Pula, at the current interest rate, and the number of instalments. He/She has read and understood this loan agreement, the meaning and consequences of which he/she is aware of and the essential terms of loan agreement have been read by him/her and/or to him/her in a language of his/her choice and understood by

him/her prior to the conclusion of this loan agreement. The Company has availed him/her an opportunity to read this loan agreement or it has been read to him/her by a representative of the company prior to the conclusion of this loan agreement. He/she has received a signed copy of this loan agreement at the conclusion of this loan agreement or at the time of advancing of the loan. He/she understands that he/she will be provided with a statement setting out all charges levied, all payments made and the balance outstanding on demand and that he/she will be charged a fee not exceeding P10 (ten pula) per page of the statement. He/she confirms that all the required statutory disclosures have been made to the borrower and that the dispute resolution process has been explained. He/she is in a position financially and legally, to enter into this agreement and undertakes to repay the loan on due dates as set out in the addendum. He/she confirms that he/she has truthfully disclosed all relevant facts regarding its own current and expected future financial position. He/she agrees that all legal means can be employed by the company to establish his/her credit worthiness.

- 11. BREACH/ACCELERATION should the borrower breach this agreement in any manner whatsoever and without derogation from the generality thereof, then notwithstanding anything contained herein , the full amount of the principal debt outstanding, together with interest up to the date of payment shall immediately become due and payable and the Company shall be entitled to: without notice, claim the full amount of the principal debt outstanding, together with the total charges of credit, if applicable, and interest charges and other monies owing for the full period thereof and; in the event of any default, the Company is hereby authorized to furnish the name, credit record and payment history of the borrower to a credit bureau as a delinquent borrower. The following events shall be deemed to be a breach by the borrower to a credit bureau as a delinquent borrower. The following events shall be deemed to be a breach by the borrower. The borrower failing to pay any instalments on due date; a provisional or final order of sequenstration being granted against the borrower; the borrower sailing to have any judgement given against him/her rescinded within 21 days of the date of judgement being handed down against him/her; the borrowers employment with the employer in ceasing for any reason; the borrower's estate having being placed under administration; death of a borrower caused by undisclosed pre-existing conditions at the time of applying for a loan or during the loan period. Death of a borrower will render his/herloan agreement terminated and the company will waive the outstanding amount as a gesture of kindness to the family. No amount shall be waivered if in the opinion of the company that the illiness, bodily injury, physical defect, ill-health or any other incident or condition which materially contributed to the death, disability or dread disease claim against the existed prior to the commencement of the policy. Termination on the grounds of disability or dread disease claim against the existed prior to the commenc
- 12. CERTIFICATE a certificate signed by any manager of the company (who's appointment and authority need not be proved) shall be prima facie proof of the matters stated therein. The borrower agrees that such certificate may be used as evidence in legal proceedings for proving of inter alia; the balance owing by the Borrower (cash amount, interest and all costs and charges as stipulated in the application and addendum); the amount of arrears, interest on such arrears and when such amounts become due; the Company's interest rate charged from time to time; the date and amounts of payments made by the borrower, if any; any other matter regarding this agreement. The borrower consents that should the Emolument Attachment Order and/or Garnishee Order be obtained that the monthly deductions in terms thereof, be not less than the instalment due under the loan subect to any rebutting evidence and/or the discretion of a competent court.
- 13. GARNISHEE ORDER the borrower hereby agrees that in the case of defaulting to pay the Company as per this loan agreement and failure to rectify such default within a reasonable period after being informent by the Company of such default, the Company will claim specific perfomance of this loan agreement and thereafter institute action by means of a garnishee order against him/her. The borrower further agrees and declares that at the time of default; a loan agreement existed between him/her and the Company; he/she was employed at the time when this laon agreement was concluded; he/she was earning a salary and was paid on a weekly/monthly basis; there was an ongoing employment agreement between him/her and the employer; in the case that successful garnishing order is granted against him/her, he/she will be responsible for the payment of all costs based on attorney client basis; he / she will be responsible for the payment and debt collection commissions charged.
- 14. DISCLOSURE TO THE THIRD PARTIES the borrower hereby irrevocably and specifically authorizes the Company to access any information available to assess his/her application, and to disclose any confidential information obtained by it and/or contained in the application and this loan agreement to any third party, and to obtain from and/or disclose to any third party his/her credit record and payment history. The borrower hereby gives the Company permision to register details of the conduct of his/her account with any credit bureau, or to any third party and the borrower waives any claims he/she may have against the company in respect of such disclosure.
- 15. CONSIDERATION the parties agree that the amount reckoned as the outstanding balance due by the borrower to the company shall be the sum which appears on the company's Settlement Balances on the date on which this agreement is signed.
- 16. PAYING OF PROCEEDS INTO THE COMPANY AUTHORISED 3RD PARTY ACCOUNT: At the sole and written instance of the Borrower, the loan amount or part thereof may be disbursed by the company to an authorised third party. In the event that such third party payment is for goods to be delivered to or services rendered to the borrower, The company does not take responsibility for the product or service that 3rd party is offering to the borrower. Once payment has been to the third party in accordance with his instructions, the Borrower's liability to repay the Company in full shall remain irrespective of the product delivered or service rendered by the third party or any disputes which may arise between the borrower and the third party arising from any cause whatsoever.
- 17. GENERAL without prejudice to the Company rights to institute proceedinds in Magistrate Court or High Court having jurisdiction, the borrower consents to the jurisdiction of the Magistrate Court or High Court of the Republic of Botswana. All costs and expenses of whatever nature incurred by the Company as a direct consequence of the borrower's breach, including legal costs on any attorney and client scale, shall be payable by the borrower on demand and bear interest at the same rate as the principal debt. The Borrower chooses as his/her place of address for all legal process and for all purpose arising out of this agreement as the physical address stated in Section "1" of the application. This is the sole agreement between the parties and no relaxation or includgence granted by the Company to the borrower shall in any way prejudice the Company's rights hereunder. No amendment to this agreement shall be binding unless such amendments is verified in writing by the Company. No latitude, concession or condonation given by the Company to the borrower shall detract from any of the COmpany's rights under this loan agreemen. No failure or delay by the Company in respect of any of its rights or remedies under this agreement will impair or operate as a waiver of its said rights or remedies not will it constitute a novation hereof. The rights and remedies of the Company under agreement are cumulative and not exclusive of any rights and remedies provided by law. All payments due to the company under this loan agreement shall be paid in full and without any set off or counterclaim and free and clear of any withholding or deduction of taxes, duties or charges present or future.
- 18. OTHER DEBTS: the borrower acknowledges that the company complies with all the regulations of the regulator in Micro Finance in Botswana and the borrower has disclosed all other financial commitments to ensure that proper vetting practice takes place and that the borrower does not become overcommitted. The Company is willing to settle other financial commitments to ensure that the borrower does not become overcommitted and enforce proper vetting and lending practices.

## I hereby declare that this loan application contract has been fully explained to me, all blank spaces were duly filled and that i completely understand the entire contract:

Signature of the Borrower:	Signature of the Spouce:	Signature of the Broker:
	(Married COP)	
Signature of the Witness:	Full Name:	Tel No: