

LENDCOR



MEMORANDUM OF AGREEMENT

Made and Entered
By and Between

LENDCOR (PTY) LTD
1998/013565/07
and

(The Merchant)

Merchant's Details:

ADDRESS OF BUSINESS: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

CELL NO: (OWNER) _____

VAT NO: _____

CATEGORY OF MERCHANT: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

Merchant's Banking Details:

NAME OF ACCOUNT HOLDER: _____

NAME OF BANK: _____

BRANCH NAME & CODE: _____

ACCOUNT NUMBER: _____

PREAMBLE

WHEREAS LENDCOR (PTY) LTD conducts business as a provider of credit and finance facilities for consumers.
AND WHEREAS the Merchant conducts business primarily as a retailer of consumer goods to the general public.
AND WHEREAS LENDCOR (PTY) LTD has agreed to register the Merchant onto its panel of merchant's in order to grant finance and/or credit facilities to customers introduced by the Merchant on the following terms and conditions.

1. DEFINITIONS:

The words and expressions set out below shall for the purpose of this agreement have the meaning assigned opposite them, unless the context clearly indicates a contrary intention.

- | | | |
|-----|-------------------------|--|
| 1.1 | LENDCOR (PTY) LTD | LENDCOR (Pty) Ltd, Registration No. 1998/013565/07 together with the administrators or assigns of the company. |
| 1.2 | ADDRESS: | P.O Box 3297
Durban
4000 |
| 1.3 | THE MERCHANT | The merchant as set out above. |
| 1.4 | GOODS: | Goods sold by the merchant to the customer. |
| 1.5 | CUSTOMER: | Members of the public who purchase goods from the Merchant. |
| 1.6 | CREDIT APPLICATION FORM | The application form provided by LENDCOR (PTY) LTD to the Merchant for completion when a customer applies for credit facilities. |
| 1.7 | PURCHASE VOUCHER: | The voucher provided to the Merchant by LENDCOR (PTY) LTD for signature by the Customer finalisation of every transaction
With the Customer obtaining a loan from LENDCOR (PTY) LTD in terms of this agreement. |

2. PROCEDURE:

The parties envisage that Customers will approach the Merchant to purchase goods at the Invoice Sale Price. Should the Customer require a loan to enable the Customer to purchase the goods from the Merchant, the Merchant shall comply with the following provisions:

2.1 Application for Credit

- 2.1.1 The Merchant shall diligently and accurately complete the Credit Application Form, and Shall ensure that the Customer signs the Credit Application Form in acceptance of the Terms and conditions of the Credit Agreement.
- 2.1.2 The Merchant shall obtain a copy of the Customer's identity document, having reference To the original thereof, and ensuring that the identity document pertains to the Customer Himself.
- 2.1.3 The Merchant shall in addition obtain a copy of the Customer's latest payslip and bank statement, having Reference to the original thereof.
- 2.1.4 The Merchant shall then sign the copy of the payslip, bank statement and the identity document of
The Customer, thereby warranting that he has viewed the originals thereof, and shall thereafter fax these documents, together with the completed Credit Application Form, to LENDCOR (PTY) LTD, who shall process the application, and as soon as practically possible, advise the Merchant as to:
 - i) whether the application is approved;
 - ii) whether the application is not approved;
 - iii) whether further information is required.
- 2.1.5 In the event of the application being approved, LENDCOR (PTY) LTD shall advise the Merchant accordingly and fax to the Merchant a completed Loan Agreement. The Merchant shall ensure that the Customer signs the Loan Agreement in his presence.
- 2.1.6 On receipt of the approval of the application from LENDCOR (PTY) LTD, the Merchant Shall explain to the Customer the salient in terms and conditions relating to the Credit Agreement as per the legislated requirements. .
- 2.1.7 On signature by the Customer of the Loan Agreement the Goods may then be delivered to the Customer.

3. LENDCOR (PTY) LTD PAYMENT TO THE MERCHANT:

- 3.1 On every transaction properly completed by the Merchant and approved by LENDCOR (PTY) LTD, LENDCOR (PTY) LTD, shall pay to the Merchant on receipt of the fax copy of the Loan Agreement and supporting documents.

4. OBLIGATIONS OF THE MERCHANT:

- 4.1 The Merchant shall ensure that all documentation are comprehensively and diligently completed and signed by the Customer in the presence of the Merchant.
- 4.2 The Merchant shall, prior to submitting any application for a loan to LENDCOR (PTY) LTD, Confirm by reference to the original identity document of the Customer, the correctness of his or her identity.
- 4.3 The Merchant shall prior to delivery of the Goods to the Customer, obtain the Customer's signature on the Loan Agreement and any other document required to be signed by the Customer.

- 4.4 The Merchant shall not take receipts or any payment on behalf of LENDCOR (PTY) LTD.
- 4.5 The Merchant undertakes that he and his employees shall at all times maintain a high degree of vigilance in processing applications, in order to eliminate fraud.

5. OBLIGATIONS OF LENDCOR (PTY) LTD:

LENCOR (PTY) LTD shall:

- 5.1 Process Credit Applications as expeditiously as possible.
- 5.2 Provide the Merchant with the necessary stationery and documentation to enable the Merchant to comply with the terms and conditions of this Agreement.
- 5.3 Provide an ongoing training service to the Merchant.
- 5.4 To provide applicable in-store advertising material.
- 5.5 To effect payment to the Merchant of an amount equal to the Loan Agreement.
- 5.6 It is a specific term of this Agreement that all risk in and to the loans granted by LENDCOR (PTY) LTD to the Merchant's Customers shall be for the risk of LENDCOR (PTY) LTD.

6. GENERAL:

- 6.1 The Merchant undertakes to keep confidential the details of this Agreement and all information relating to its business association with LENDCOR (PTY) LTD, and all the details any transactions or loans made by LENDCOR (PTY) LTD to the Merchant's Customers.
- 6.2 The Merchant shall be entitled to cancel any transaction provided that:
 - 6.2.1 The customer agrees to such cancellation;
 - 6.2.2 The Merchant gives notice of such cancellation in writing to LENDCOR (PTY) LTD within thirty days of the Customer signing the Loan Agreement.
 - 6.2.3 On receipt of the notice and payment, LENDCOR (PTY) LTD shall cancel the transaction and release the Customer from any obligation in terms thereof.
 - 6.2.4 In the event that payment has not been made to the Merchant by LENDCOR (PTY) LTD on receipt of the notice of cancellation shall cancel the transaction and release the Customer from any obligation in terms thereof.
 - 6.2.5 Each party shall be entitled to cancel this Agreement on thirty days written notice

7. ENTIRE CONTRACT:

This Agreement constitutes the entire record of the contract between the parties.

8. ADDRESSES AND NOTICES:

- 8.1 For the purpose of this agreement, including the giving of notices and the serving of legal process, each party chooses as such party's domicilium citandi et executandi ("domicilium") the respective address.

LENDCOR (PTY) LTD : 331 Anton Lembede (Smith Street)
Mavundla House
Ground Floor
Durban
4000

MERCHANT : The address as set above.

8.2 A party may at any time change that part's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of or includes, a physical address at which any process can be served.

SIGNED at this day of200...

AS WITNESSES:

MERCHANT

SIGNED at this day of200...

AS WITNESSES:

LENDCOR (PTY) LTD