



Lendcor (Pty) Ltd. Reg No. 1998/013565/07
 Suite 202/204, 2nd Floor, Durban Bay House,
 333 Anton Lembede Street, Durban, 4001
 P.O Box 3297, Durban, 4000
 Tel: 031 310 7100 Fax: 031 305 3031
 NCRCP1601 www.lendcorgroup.co.za

MEMORANDUM OF AGREEMENT

Made and Entered By and Between

LENDCOR (PTY) LTD

Reg No. 1998/013565/07

AND

Business Registration:

(The Merchant)

MERCHANT'S DETAILS:

Address of Business: _____

Postal Address: _____

Telephone Number: _____

Fax number: _____

VAT Number: _____

Nature of Business: _____

Owner's Name: _____

Owner's Cell Number: _____

Owner's Email Address: _____

MERCHANT'S BANKING DETAILS:

Name of Account Holder: _____

Name of Bank: _____

Branch Name and Code: _____

Account Number: _____

For Office Use: Lendcor Finance Department

Name: _____

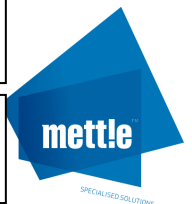
Signature: _____

Date: _____

Group: _____

BDM: _____

Route: _____



Initials _____

DIRECTORS:

JA Aitken; PW Judge, HF Prinsloo; A Sewpaul; DH Stone

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: 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.
- 1.8. **CONSULTANT:** **A consultant is referred to an as employee of LENDCOR (PTY) LTD. The Consultant represents LENDCOR (PTY) LTD and is under no Contractual or obligations to the Merchant. The Consultant will not interfere with the performance of the Services of this agreement. If Lendcor wishes not to utilize the services of their consultant in the merchant store that in any way will not effect this merchant 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:

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2.1 **Application for Credit**

- 2.1.1 The Merchant/Consultant 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/Consultant 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/Consultant 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/Consultant 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/Consultant 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/Consultant accordingly and fax to the Merchant a completed Loan Agreement. The Merchant/ Consultant shall ensure that the Customer signs the Loan Agreement in his or her presence.
- 2.1.6 On receipt of the approval of the application from LENDCOR (PTY) LTD, the Merchant/consultant 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 by the Merchant only.

3. **LENCOR (PTY) LTD PAYMENT TO THE MERCHANT:**

- 3.1 On every transaction properly completed by the Merchant/Consultant and approved by LENDCOR (PTY) , LENDCOR (PTY) 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 /Consultant shall ensure that all documentation are comprehensively and diligently completed and signed by the Customer in the presence of the Merchant/Consultant.
- 4.2 The Merchant/Consultant 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/Consultant 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.

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4.4 The Merchant is responsible for all transaction-related activities including but not limited to order fulfilment, product supply, order delivery, refunds, and customer service related responsibilities for the actual products or services sold by the Merchant

4.5 **RESTRICTIONS :**

4.5.1. Unless expressly stated in this Agreement, the Merchant/Consultant will not receipts or Accept any payments on behalf of LENDCOR (PTY) LTD.

4.5.1. The Merchant undertakes that he and/or his employees shall at all times maintain a high degree of vigilance in processing applications, in order to eliminate fraud.

4.5.3. The Merchant may not allow the Consultant to use its Tools, Instruments and Equipment in dispatching or invoicing of the goods.

4.6. **MERCHANT RESPONSIBILITIES AND INDEMNIFICATION**

4.6.1. Invoices and dispatching is the full responsibility of the Merchant

4.6.2. The Merchant shall fully indemnify LENDCOR (PTY) LTD against any loss or liability resulting in dispatching and delivery of goods.

5. OBLIGATIONS OF LENDCOR (PTY) LTD:

5.1 Process Credit Applications as expeditiously as possible.

5.2 Provide the Merchant/Consultant with the necessary stationery and documentation to enable the Merchant/Consultant to comply with the terms and conditions of this Agreement.

5.3 Provide an ongoing training service to the Merchant/Consultant.

5.4 To provide applicable in-store advertising material.

5.5 LENDCOR (PTY) LTD accepts no responsibility for the non-delivery of the goods that are dispatched by the Merchant stores.

5.6 LENDCOR (PTY) LTD shall not be responsible for any loss or damage whatsoever arising from the delivery or failure to deliver the goods to the customer.

5.7 All Services to be provided by Merchant/Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected 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 (30) days of the Customer signing the Loan Agreement.

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- 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 (30) days written notice.
- 6.2.6 The parties further acknowledge and agree that Lendcor will not be liable to Merchant for any claim, loss, billing error, damage, or expense arising out of or relating to this Agreement

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 : Suite 202/204, 2nd Floor
 Durban Bay House
 333 Anton Lembede (Smith Street)
 Durban
 4000

MERCHANT : The address as set above.

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

SIGNED at thisday of20.....

AS WITNESSES:

MERCHANT:

SIGNATURE

SIGNATURE

NAME

NAME

SIGNED at thisday of20.....

AS WITNESSES:

LENDCOR (PTY) LTD:

SIGNATURE

SIGNATURE

NAME

NAME

Initials _____

