

LOAN AGREEMENT

ACKNOWLEDGEMENT OF DEBT

Entered into between:

("The Lender")

and

("The Borrower")

1 Amount of loan

The Lender hereby agrees to lend the sum of _____ to the Borrower on the terms set out hereunder.

2 Payment of loan to Borrower

It is agreed between the parties that payment of the loan amount will not be made to the Borrower before the expiry of three business days after the conclusion of the contract. During the said period of three business days the Borrower may terminate the contract at will. It is further agreed that the Lender shall not be entitled to interest for the period preceding the date upon which the money is paid to the Borrower.

3 Period of loan

This loan shall endure for a period of _____ months calculated from (date).
(In order to claim exemption from the Usury Act 73 of 1968 this number may not exceed 36 months).

4 Interest

The Borrower shall be obliged to pay interest at the rate of _____ (percentage) per annum, such interest to be paid together with the capital sum of the loan at the end of the loan period.

Or

The Borrower shall be obliged to pay interest at the rate of _____ (percentage) per annum, the interest and capital to be paid in equal monthly instalments of _____.

5 Exceptio non numeratae pecuniae

The Borrower expressly renounces the benefits of the exceptio non numeratae pecuniae and confirms that he understands the meaning of this exception and the effect of its renunciation.