

(Trade Mark of HEAT FINANCE AND INVESTMENTS LTD)

(Loan Agreement: Terms & Conditions)

Applicant's Name:
1. Parties This Agreement is between HEAT Finance and Investments Limited (Owners of HEAT MONEY) of HEAT Place, No. 25B, Coker Road, Ilupeju, Lagos and the BORROWER named: as shown on the application forms for HEATMONEY Credit. 2. Definitions. The words below have the following meanings in this Agreement:
☐ "Forms" are the HEATMONEY Application Forms.
☐ "Amount of credit" is also referred to as 'your credit' and is the amount of credit provided under this Agreement.
□ "Total charge for credit" is the total amount of fees charged on the Amount of credit.
☐ "Total amount payable" is the total amount payable by you under the terms of this Agreement, being the sum of the Amount credit and the Total charge for credit.
□ "you"/"your" means the member (i.e. borrower).
□ "we"/ "us"/"our" means HEAT Finance and Investments Limited (Owner of HEATMONEY), its successors and assigns. 3. Communications. Unless otherwise agreed, all communications and documentation in relation to this Agreement will be in English.
4. Right to withdraw. We have the right to withdraw our Offer before credit is disbursed to your Account. You also have the right to withdraw from this Agreement before credit is disbursed to your account. You must notify us of your intention to withdraw from this Agreement in one of the following ways: (a) email us at info@heatfinancials.com, b) by writing a letter to us addressed to: HEAT Finance and Investments Limited, HEAT Place, No. 25B Coker Road, Ilupeju, Lagos. You must also repay any outstanding amount you owe us within the timeline set out in the HEATMONEY Credit Form by direct transfer into our account or sending a cheque for the amount of your loan, made payable to HEAT Finance and Investments Ltd. The amount you owe us will be the amount of your credit plus the applicable fees and any late payment fees, as may previously be advised to you 5. Full Early Settlement. If you want to pay off the entire loan early, you must request a settlement quotation from us. We will confirm to you in writing the amount required to settle your loan in full. Our Minimum tenor for credit is 30 days, and our fees are charged accordingly. Any other settlement terms will be at the discretion of Heat Finance and Investments Ltd.
6. Our right to demand earlier payment. We may demand immediate and full repayment of your credit if: (A) You gave us false or incorrect information when you applied for the credit; or/and (B) You are more than Seven days overdue with any amount you owe us. If you are behind with your repayments we may pass information about the amount you owe to a credit reference agency. Credit reference agencies record this information and companies may use it to assess any future loan/credit applications you might make. This may affect your ability to get credit.
7. Missing or underpayment. We need to make you aware of some of the consequences of not making your agreed payments. You underpay or miss any payment due under the credit agreement you will be in default on the agreement and: (A) you may paymore overall. (B) We may register your details with credit reference agencies. (C)You may find it more difficult to obtain credit in the future. (D) Your Indemnifier may be asked to repay the credit plus all fees due. (E)Law Enforcement Officers may be contacted and Legal proceedings could be taken against you which could result in any outstanding debt plus other loan recovery expenses incurred being paid by you. If you have difficulties making payments under your Agreement please contact us immediately.
8. Our Charges on the Credit including interest, Fees and charges for late repayments. Our Finance/interest rate is between
5.0% to 10% FLAT per month (5% to 10% flat depending on loan type) of the Amount of Credit on a monthly basis. In addition, there is a one-off management & processing fees of 3% flat on the total loan amount and this is payable upfront before loan disbursement. Default/late payment Penalty Fees at 0.5% flat will be charged daily on any amount not paid on its due date. All expenses, charges and costs incurred in locating you or in collecting any sums due and unpaid shall be recovered from you should you fail to comply with any provision of this Agreement. 9. Change of address. You will notify us immediately in writing but not later than seven days of any change in your address.
10. Execution BY EXECUTING THIS AGREEMENT, THE MEMBER (BORROWER) AGREES AND ACKNOWLEDGES THAT HE OR SHE OR THEY HAVE READ IT IN ITS ENTIRETY WITH ALL THE OTHER HEATMONEY CREDIT FORMS AND MEMBERSHIP FORMS, UNDERSTANDS ITS TERMS AND WISHES TO BE BOUND BY THEM. THE BORROWER ALSO AGREES THAT HIS OR HER OR THEIR INFORMATION CAN BE SUBMITTED TO THE CREDIT REFERENCE AGENCIES.
Signature of Borrower/Date: