

**LOAN AGREEMENT NO. \_\_\_\_\_**

LOAN ORDER (LO)	
<b>SECTION A. BORROWER'S INFORMATION</b>	
Name:	
Gender:	Date of Birth:
Government ID Type:	Government ID No.:
Present Address:	
Mobile No.:	E-mail Add:
<b>SECTION B. APPROVED LOAN INFORMATION</b>	
Loan Amount (Principal):	Disbursement Date:
Loan Term:	Term of Payment:
Interest Rate:	Due date:
Loan Amount Payable [Principal + Fees (less: Discounts, if any)] __PHP	Service Fee:
Minimal payment:	FLFF Fee:
Prolongation Fee: __% of the unpaid Principal <i>(Applicable only for Repeat Loans)</i>	You extend the due date for 30 days for prolongation fee. Also, you will be required to pay unpaid Principal during the next 30 days <i>(Applicable only for Repeat Loans)</i>
<b>C. DISBURSEMENT INFORMATION</b>	
Disbursement Method:	
Account No.: \ Disbursement channel:	
<i>Actual disbursement of the loan amount may be delayed for 1 or 2 days in the event of any technical issues.</i>	

## TERMS AND CONDITIONS

1. **LENDER. GREEN MONEY TREE LENDING CORP.** (the "CASHWAGON") is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at 22<sup>nd</sup> Floor The World Centre, 330 Sen. Gil Puyat Avenue, 1209 Makati City, represented herein by its Acting CEO, **Charles Renzi C. Ayson** (the "LENDER").

2. **AMOUNT OF LOAN.** The LENDER hereby extends to the BORROWER a cash loan as specified in Section B of Loan Order (the "LOAN").

3. **FEES AND CHARGES.** The LOAN shall bear certain fees and charges as specified in Section B of the Loan Order. For purposes of this Agreement, "Service Fee" shall mean the fee payable by the BORROWER to the LENDER for the loan administration and maintenance, "FLFF Fee" shall replace Service Fee if the BORROWER does not repay the LOAN upon the Due Date and goes to prolongation or default (except disbursements in cash, in this case the Service Fee will remain and the FLFF will appear). FLFF Fee is payable by the BORROWER to the LENDER.

4. **TERM.** The BORROWER hereby agrees to pay the LENDER the LOAN, or any portion thereof, pursuant to Section B of the Loan Order.

5. **DUE DATE.** The LOAN shall be due and demandable on the Maturity Date as specified in Section B of the Loan Order. Should the BORROWER fail to pay the LOAN on its DUE DATE, the LOAN shall be subject to **FLFF Fee** as specified in Section B of the Loan Order.

6. **EARLY REPAYMENT.** The BORROWER may fully repay the LOAN, including applicable fees, charges and/or interests, if any, in whole or in part, before the DUE DATE.

7. **LOAN TERM PROLONGATION.** The loan term prolongation under this Section shall only be applicable for Repeat Loans and shall not apply to the initial loan. For purposes of this section, the term "Repeat Loan" shall mean loan or loans granted to the BORROWER for the second time or any succeeding loans thereafter after the BORROWER have settled his/her first or initial loan.

The Loan Term may be extended for 30 days subject to additional terms and conditions set by the LENDER, such as, but not limited to, the following:

- 7.1. The BORROWER may request for a Loan Term prolongation from the LENDER on or before the DUE DATE or if the DUE DATE is not missed for more than 30 days;
- 7.2. The BORROWER has to pay a minimal payment of \_\_\_\_\_ PHP in purpose to prolongate the Loan Term (which consists of all applicable commissions above Principle indicated in section B);
- 7.3. The Loan Term prolongation shall commence from the date the BORROWER complies with all the terms and conditions set forth in this Section; and
- 7.4. BORROWER may request for additional Loan Term prolongation/s over and above the initial Loan Term prolongation subject to payment of \_\_\_\_% of the remaining Principle with any initial term and subject to the same terms and conditions as imposed for the initial Loan Term prolongation under Clause 7 hereof.

In case the BORROWER fails to repay the loan from the 31<sup>st</sup> day up to the 90<sup>th</sup> day term but have paid the minimum amount shall not be considered in delay and the loan balance shall remain fixed and shall not be subject to any fees or charges. The loan balance shall then be divided equally into four (4) payments, wherein the 1<sup>st</sup> payment shall be made by the BORROWER after 30 days from the time the minimum payment has been made. Thereafter, the BORROWER shall make the 2<sup>nd</sup> payment after 30 days from the time the 1<sup>st</sup> payment has been made. The 3<sup>rd</sup> and 4<sup>th</sup> payment shall be made within 30 days from the time of the previous payment until the loan balance is fully paid and settled. However, should the BORROWER fails to make any payments on time, the BORROWER shall be considered in delay.

Repayment rules for Prolongated Loan Terms are indicated in section 9.

8. **LOAN RELEASE.** The LOAN shall be released pursuant to Section C of the Loan Order.

9. **REPAYMENT.** The Borrower hereby agrees to repay the LOAN, including applicable fees, charges, and/or interests, if any, in full, on or before the DUE DATE, without need of further notice or demand from the LENDER. Should the BORROWER fail to repay the LOAN on the DUE DATE for the first time, the LENDER may grant the BORROWER a one-time grace period of three (3) calendar days within which to repay the LOAN, or the balance thereof.

All payments shall be made by the BORROWER to the LENDER not later than 7:00 PM of the DUE DATE. Payments made after such time shall be considered as payment made for the next working day.

After loan term prolongation during 30 days the BORROWER agrees to repay the Principle and **Prolongation Fee** \_\_\_\_% of the remaining Principle.

10. **APPLICATION OF PAYMENT.** When the BORROWER pays to the LENDER, the payment is made in the following order:

- a. Service Fee/s (if applicable);
- b. FLFF Fee (if applicable);
- c. Interest Rate/s (if applicable);
- d. Prolongation Fee (if applicable);
- e. Late Payment Fee/s (if applicable); and
- f. Principal amount of LOAN

11. **DEFAULT.**

(a) **EVENTS OF DEFAULT.** The LENDER may, upon written notice to the BORROWER, declare the LOAN, including applicable fees and charges, to be immediately due and demandable in cases of the following events of default, to wit:

(i) The BORROWER fails to pay on the DUE DATE/S any amount payable under Sections 2 and 3 of this Agreement, and such failure is not remedied with three (3) days from the said due date;

(ii) The BORROWER defaulting in the observance or performance of any other obligation covenant or undertaking under this Agreement, and the continuation of such remains without remedy from the BORROWER for a period of five (5) days;

(iii) The fulfillment of any one or more of the obligations, covenants and undertakings contained in this Contract becomes either unlawful under any applicable laws and regulations, or declared unauthorized by any authority having jurisdiction, or otherwise becomes impossible;

- (iv) Proceedings are taken against the BORROWER or the BORROWER's property, or a criminal case is instituted against the BORROWER, which in the opinion of the LENDER, may have a significant adverse effect on the BORROWER's ability to perform its obligations under this Agreement;
- (v) The BORROWER being unable or admitting its inability to pay its lawful debts as they mature, or becomes insolvent, or the BORROWER has been declared bankrupt by proper authorities;
- (vi) The BORROWER dies or loses capacity for civil act; or
- (vii) Any event or circumstance that arise which gives the LENDER reasonable grounds to believe that the BORROWER cannot be able to perform or comply with any of its obligations under this Agreement.

The acceptance by the LENDER of any amount due or the penalty for prolongation shall not be deemed a waiver by the LENDER of any breach by the BORROWER of any covenant or condition contained in this Agreement.

## 12. CONSEQUENCES OF DEFAULT

Upon the Default by the BORROWER, LENDER may, in its sole discretion, without further notice to BORROWER, exercise any one or more (or all) of the following remedies:

- (i) LENDER may proceed by appropriate court action, either at law or in equity, to enforce performance by BORROWER of the applicable covenants and terms of this Agreement or to recover damages for the breach thereof; and
- (ii) LENDER may consider this Agreement as automatically rescinded without resorting to court action and may exercise any or all of the powers and rights mentioned in the immediately succeeding sub-paragraph.

Mention in this Agreement of any particular remedy shall not preclude LENDER from any or all other remedies, in law or in equity, and the exercise by LENDER of any one right or remedy shall not preclude or impair its right to exercise any other right or remedy, except as herein otherwise expressly provided.

**13. BORROWER'S PARTICULARS.** The BORROWER shall promptly notify the LENDER in writing of any change/s in his contact information such as residence address, employer or employer's address, e-mail address, telephone/cellphone number/s, and/or other contact information as previously provided to the LENDER in connection with this Agreement. Absent any written notification of change in particulars under this Section, the LENDER shall send all notices to the BORROWER's particulars on record, to which the LENDER shall be considered in good faith and in accordance with applicable laws.

**14. COMMUNICATIONS.** All communications sent to BORROWER's contact details shall be considered duly received by the BORROWER if the same has been sent by the LENDER to the BORROWER's e-mail address or telephone/cellphone number on record.

Further, the BORROWER authorizes the LENDER, without being obligated to do so, to record any and all telephone conversations between the BORROWER and the LENDER, including, but not limited to, recording of instructions, statements, complaints, inquiries, and information regarding the LOAN and such other reminders by the LENDER to the BORROWER. The LENDER may use such recorded conversation as proof of BORROWER's acceptance to any offer or additional and/or revision of terms of the LOAN, and for such other legal purpose particularly as evidence in any judicial or administrative proceeding/s.

**15. BORROWER'S DATA AND INFORMATION.** The BORROWER irrevocably and unconditionally consents for the LENDER, and any of its officers and representatives, to collect, use and share any and all **Customer Information** relative to the BORROWER (the "**Customer Information**"). Customer Information will be processed, transferred and disclosed by the LENDER for loan-related purposes and such other legitimate purposes (the "**Purposes**").

By availing the LOAN, the BORROWER hereby agrees that the LENDER may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to any person or persons to whom disclosure is permitted or required by any statutory provision or law, or to any other person or persons wherever situated for any legitimate purpose/s. It is further agreed that the LENDER may disclose the Customer Information to the fullest extent as may be permitted by law.

Upon installation of the Cashwagon Application (the "**App**") to the BORROWER's mobile device, the BORROWER hereby voluntarily agrees and consents that the App administrator shall have unlimited access to the BORROWER's mobile device for the following purposes:

- a. Facilitation of the BORROWER's use of the App's services and/or access to the registration of BORROWER's App account;
- b. Provide App services;
- c. Process transactions and send notices regarding such transactions;
- d. Offer surveys, promotions and marketing communications;
- e. Improve App content and layout;
- f. Provide customer support; and
- g. Improve App services and other related legitimate purposes.

Further, the BORROWER hereby agrees and consents that the App administrator, in order to ensure due settlement of the LOAN, may perform the following functions in the event of the BORROWER's defaults on repayment of the LOAN:

- a. Send push notification/s to the mobile device regarding LOAN repayment details;
- b. Activation of the mobile device's screen lock feature/s;
- c. Restore factory settings to the mobile device;
- d. Set password rules and PINs;
- e. Disable use of the mobile device's camera; and
- f. Such other functions relative to the mobile device access.

**16. TERMINATION.** Notwithstanding anything to the contrary herein, the LENDER may at any time terminate this Agreement without prior notice to the BORROWER to the extent not contrary to applicable laws. All monies owing hereunder including all fees and charges shall immediately become due and demandable upon demand.

Further, failure to disburse the loan amount to the bank account or other disbursement channel under Section C of the LO for any causes not attributable to the LENDER shall automatically terminate this Agreement.

Likewise, for the money transfers through non-bank channels, the BORROWER shall only be given 5 days within which to claim the money after it was disbursed, otherwise, the the loan shall be terminated.

**17. ASSIGNMENT.** This Agreement shall be binding upon the BORROWER, its successors and permitted assigns and shall inure to the benefit of the LENDER, its successors and assigns.

The BORROWER cannot assign or transfer its rights or obligations under this Agreement without the prior written consent of the LENDER. The LENDER may, at any time even without the consent of the BORROWER, assign or transfer its rights or obligations under this Agreement, in whole or in part, to any of its Affiliates or Subsidiaries, or to any third parties. As such, the BORROWER acknowledges and authorizes the LENDER or any of its assignee/s or the latter's representatives to sign any letters, receive notices and keep notifications on behalf of the BORROWER. The BORROWER shall be deemed to be duly notified on such assignment and the LENDER or any of its assignee/s or the latter's representatives shall be obliged to give such letters, notices and notifications to the BORROWER upon request of the latter.

**18. ENTIRE AGREEMENT.** This Agreement executed hereafter pursuant to the same, constitutes the entire understanding between the parties in respect of the matters dealt with therein and the terms and conditions hereof may only be modified, altered or amended with the prior written consent of the party of or parties against whom, such modification, alteration, or amendment shall take effect.

**19. AMENDMENT.** The LENDER may, at any time upon notice, whether in writing or verbal, to the BORROWER, change or amend the terms and conditions of this Agreement. Such change/s or amendment/s shall take effect from the date as stated in the notice. If the BORROWER is not agreeable to such change/s or amendment/s, this Agreement shall be deemed terminated, thus Section 15 hereof shall apply.

**20. SEVERABILITY.** If any one or more of the provisions of this Agreement are declared invalid, illegal or unenforceable in any respect under the applicable law, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

**21. GOVERNING LAW.** This Agreement shall be governed by and construed in all respects according to the laws of the Philippines.

**22. ELECTRONIC SIGNATURE.** The LENDER is hereby authorized to rely upon and accept as an original any document or other communication which is sent to the LENDER by facsimile, telegraphic or other electronic transmission, which the LENDER believes in good faith has been signed by the BORROWER and has been delivered to the LENDER.

The verification code sent to the BORROWER through SMS, electronic mail, mobile application, or other media, shall, for purposes of this Agreement, be deemed as the signature of the BORROWER. As such, the signatures to this Agreement shall be as valid as an original signature of such party or parties and shall be effective to bind the other party or parties to this Agreement.

**23. BORROWER'S DISCLOSURE.** The BORROWER hereby acknowledges the receipt of a Disclosure Statement prior to the consummation and of the loan transaction and execution of this Agreement, and that the BORROWER fully understands and unconditionally agrees to the terms and conditions of this Agreement.

LENDER  
**GREEN MONEY TREE LENDING CORP.**  
By: **Charles Renzi C. Ayson**, Acting CEO  
Signature code:

BORROWER  
**Name of Borrower:** [Name of Borrower]  
**Mobile Number:** [Mobile Number]  
**Verification Code:** [Verification Code]  
**Loan Agreement Accepted Date:** [Date of Application]