

LOYALTY & REWARDS PROGRAM

1. Definitions

- 1.1. The Company** means Green Chilli Capital (Pty) Ltd
- 1.2. The Client** means the person/entity applying for and paying for the finance
- 1.3. Earn /ed** means that the fee charged by the Company that has been paid in full.
- 1.4. Loyalty points** is the amount of the reward, this term is interchangeable with Rewards
- 1.5. The Member** means the person/entity enrolled in the program through which the transaction originated.
- 1.6. Rewards** are calculated and earned at the Company's discretion
- 1.7. Tier** means the level attained by the member which determines the percentage of the Reward.

2. Membership

- 2.1.** Membership to this program is by application and shall not be retrospective
- 2.2.** Is at the sole discretion of the Company
- 2.3.** Any decision taken by the Company in respect thereof is final.

3. Rewards

- 3.1.** Rewards in terms of the program may change without notice to the member prior to their implementation
- 3.2.** The member earns Loyalty points as a reward for the promotion and utilisation of the services of the Company
- 3.3.** Reward are awarded at a rate applicable to the tier rate achieved by the member, multiplied by the Fee earned and successfully paid by the Client
- 3.4.** Rewards are not transferable
- 3.5.** Rewards may be paid in vouchers or converted to cash

4. Tiers

4.1. Tier 1

3% of fees earned if the sum of three transactions in a 24-month period is less than R30,000.00

4.2. Tier 2

4% of fees earned in more than 3 transactions or exceeding R30,000.00 but not exceeding R60,000.00 in total in a 24-month period.

4.3. Tier 3

5% of fees earned in excess of R60,000.00 in a 24-month period

5. Reward Calculation

5.1. The Reward is calculated by the Tier level percentage that the member has achieved, at that stage, multiplied by the fee paid.

6. Redemption of Rewards

6.1. Rewards may be redeemed at any time with 7(seven) days' notice after having been earned

6.2. Rewards may be banked but will expire if unused after 36 months.

7. Referral of a Client/Attorney

7.1. If an existing member of the program refers a Client or an Attorney who uses the services of the Company then:

7.1.1. The fees earned iro a referred transaction will qualify as a transaction for the referring attorney/client as well as the referred attorney/client.

- 7.1.2. The existing member will benefit from the referred transaction and may qualify for a tier adjustment if applicable due to the referred transaction

General

8. **The Company** reserves the right to change, modify, adapt or delete any of the terms of the rewards program at their discretion, without prior notice to the members of the program
9. Otherwise than as required by applicable law, **The Company** will not be responsible for issuing or procuring any tax or other certification, clarification or directive to or on behalf of the member or a partner or any third party or be responsible for any tax liability of the member, a partner or any third party or other Government charge arising from the Rewards Programme.
10. Members may want to obtain independent professional tax advice regarding any tax implications which may arise from the receipt, accumulation, transfer or spend of any rewards as a result of his or her participation in the Rewards Programme.
11. The member shall be fully responsible for any tax implications arising from or associated with any rewards accumulated, transferred or spent, as a result of his or her participation in the Rewards Programme.
12. **The member agrees that he / she will not hold the Company liable and agrees to fully indemnify The Company, and hold the Company harmless against all damages, claims and fines made against him or her or the Company, to the extent to which such damages, claims and fines arise out of or are connected to any taxation relating to the receipt, benefits, accumulation, transfer or spend of any rewards.**
13. The member waives any rights it may have against **the Company** arising directly or indirectly from any loss or damage of whatsoever nature, which may be suffered as a result of the Rewards Programme, the redemption of Rewards points, any reward or voucher or matter incidental thereto or the acts or

omissions of any partner. The member agrees that **the Company** is not responsible for any injury or direct or consequential loss or damage (including loss of profits or data) arising from the Rewards Programme.

14. The member accepts that **the Company** may in its sole and absolute discretion from time to time amend, replace or substitute the Rewards Programme, or suspend or terminate any of the partners or any aspect thereof or the terms and conditions relating thereto despite such action affecting loyalty points already accumulated. **the Company** will give notification of such amendment by any means of communication, including mail, statement, facsimile, e-communication or through any other medium that it may deem fit.
15. The member agrees and consents thereto that by participating in the Rewards Programme, **the Company** may, in its sole discretion, send marketing and promotional information relating **the Company** to the Rewards Programme to the member and such information will not be considered unsolicited. The member has the right to request that **the Company** not send any such information.
16. Any communication contained on the website will be deemed to be sufficient communication or notice relating to the Rewards Programme and will be binding on members.
17. If there is any conflict between these Terms and any other terms, rules, regulations or procedures applicable to the Rewards Programme, these Terms will prevail.