



TERMS AND CONDITIONS FOR PERSONAL ADVANCE LOAN

Definitions

“**account**” means the loan account opened in our books in respect of this agreement;

“**agreement**” means the personal loan application form, any additional information forms, and the letter of offer read together with these terms and conditions and all payment instructions, letters, notices and appendices hereto;

“**applicant**” “**borrower**”, “**you**” or “**your**” means the person applying for the personal loan in the Personal Loan Application,

“**bank**”, “**we**”, “**us**” or “**our**” means Stanbic Bank Uganda Limited (Registration No. P.525), its successors in title or assigns;

“**base interest rate**” or “**prime lending rate**” means our publicly quoted variable basic rate of interest per annum ruling from time to time at which the Bank lends;

“**business days**” mean any days other than a Saturday, Sunday or a public holiday in Uganda ;

“**current account**” means an active account into and from which deposits and withdrawals can be made by way of cheques, bills, repayment authorisations or any of our self-service **channels**;

“**limit**”, “**agreed limit**”, “**credit limit**” or “**reduced credit limit**” means the amount of the loan that is available for use by you in terms of this agreement;

“**loan**” means the amount we have agreed to lend you in terms of this agreement;

“**minimum repayment**” means the amount due shown on your statement;

“**payment date**” or “**due date**” means the due date for payment of all amounts due and payable as shown on your statement; and

“**repayment**” means a payment made by you to us to pay off your loan.

1. Repayment

1.1. The loan will be repaid by you on the due date indicated to you on the repayment schedule to be provided to you, but in any event not later than 30 (thirty) days from the date of disbursement.

1.2. All payments by you, whether of the principal amount, interest, fees, costs, charges or otherwise, will be made in fully cleared funds, without set off or counterclaim, and free and clear of any deduction or withholding on account of tax or otherwise.

1.3. In all instances the onus is on you to ensure that sufficient funds are available

to meet the repayments as indicated on the date specified in the repayment schedule, annexed hereto.

1.4. If you fail to pay the minimum amount of any stipulated monthly instalment by its due date in full or at all, we may cause such amount or the shortfall, as the case may be, to be transferred to your account from any other account you hold with us and any insufficient payment instruction then held by us will be deemed to have been amended accordingly.

1.5. You authorise us to debit any other account you hold with us on any date we deem necessary to collect any repayments due.

1.6. You may wish to repay the loan early, you will not be charged for such early repayment.

1.7. All payments made under this loan will be credited by us on date of receipt as follows:

1.7.1. firstly, to satisfy any due or unpaid interest charges;

1.7.2. secondly, to satisfy any due or unpaid fees or charges; and

1.7.3. thirdly, to reduce the amount of the principal debt.

1.8. You will not be able to draw against certain deposits (for example bills, cheques and debit orders) to your account until they have been duly and legally paid, even if your account has already been credited. Such funds are subject to a 7 (seven) business day clearing period.

2. Pricing

2.1. The loan will attract a once off processing fees of **7% (seven percent)** of the loan which will be payable on the date of disbursement of the loan.

2.2. If any sum payable by you under any of the loan is not paid when due, such sum will attract interest at a default rate of **18% (eighteen percent)** per annum, from the date on which such sum fell due to the date on which it is actually paid.

2.3. Penalty Interest payable on the loan will:

2.3.1. be calculated on the basis of a 365-day year for loans denominated in Uganda Shillings and a 360 day year for loans denominated in foreign currency, irrespective of whether or not the year in question is a leap year;

2.3.2. accrue from day to day; and

2.3.3. be calculated on the daily balance owing under the loan facility, notwithstanding that such balance

may have increased by being debited with interest thereon;

2.3.4. be debited to your loan account monthly in arrears.

3. Changes in the law

We may immediately amend the pricing structure of the loan if there is any change in law, statute, regulation, ruling, directive, policy or any similar event with which we are obliged to comply resulting in an increase in cost to us. We will notify you through various methods, this includes but is not limited to, the media, notices on ATM's and inside our branches, and any other means that we may deem necessary from time to time.

4. Certificate of amount owing

A certificate signed by any of our managers or officers, whose appointment and authority to sign need not be proved, as to the amount of the indebtedness at any time and that such indebtedness (including any interest and the rate, and the period for which interest is accruable) is due, by you in respect of the loan or any other amount will be proof of the facts stated therein.

5. Income

5.1. You undertake to maintain a current account with us into which your income will be deposited.

5.2. You irrevocably authorise us to debit the current account with the any outstanding amounts under the loan. Such instructions will remain standing for the term of the loan and until we authorise cancellation.

5.3. During the term of this loan, you undertake that you will not issue any contra payment instructions without our prior written consent.

5.4. In the event that a Material Adverse Change has occurred, the Bank reserves the right to review the terms of the facility, convert the facility to a facility repayable on demand or to call for cash cover for the full extent of the Borrower's indebtedness to the Bank, inclusive of contingent liabilities. In this clause "Material Adverse Change" shall mean a change in the income status of the Borrower or other matter which in the Bank's opinion, is material to the loan obligations of the Borrower.

6. Suspension and termination

6.1. The limit of the loan may be suspended and/or terminated by us, at our sole discretion, on written notice to you, in which event the loan will be cancelled and become due and payable:

6.1.1. immediately, if stated in the notice; or

6.1.2. on the date stated in the notice.

6.2. All or part of your credit limit or reduced credit limit (if applicable) may be withdrawn by us on written notice to you, whether you are in default or not, in which event all amounts in excess of the reduced limits will immediately become due and payable.

7. Default

7.1. An event of default on the loan will occur if:

7.1.1. you breach any of the terms and conditions of your loan or any other agreement between you and us and fail to remedy the breach within 3 (three) days of written notice having been given to you to do so; or

7.1.2. you fail to pay any instalment due in terms of this agreement; or

7.1.3. we are of the opinion that there has been a material deterioration in your financial position or the conduct of your transactional account;

7.1.4. any representation or warranty made in connection with your loan or any documents supplied by you is, in our opinion, incorrect, incomplete or misleading; or

7.1.5. proceedings are initiated to declare you and/or any guarantor bankrupt or a provisional or final order is passed declaring you and/ or any guarantor bankrupt; or

7.1.6. any compromise or arrangement between the you and your creditors is sanctioned or otherwise becomes effective; or

7.1.7. a writ of execution issued by any competent Court attaching any of the your and/or any guarantor's assets and is not discharged or stayed within 10 (ten) days of service by the relevant officer of the court of such writ, notice or other order; or

7.1.8. if at any time, the amount outstanding on your loan exceeds its maximum aggregate limit; or any guarantor, in respect of your indebtedness to us, commits any breach of their obligations to us,

- whether as guarantor or otherwise;
or
- 7.1.9. if any guarantor in respect of your indebtedness to us delivers a valid and effective notice of termination of liability under such surety or guarantee; or
- 7.1.10. if any security for any of your indebtedness to us becomes enforceable or subject to seizure by a court or a government body or an authority, whether such security is enforced or not; or
- 7.1.11. non-use of the facility for more than 10 (ten) days; or
- 7.1.12. you generally do or omit to do anything which may affect our rights in terms of the loan or cause us to suffer any loss or damage; or
- 7.1.13. you fail to provide any additional security when so requested and/or called on by us.
- 7.2. If a default occurs then, the full amount of your loan and any other facilities accorded to you by us, then outstanding, and all charges accrued thereon, together with additional interest as defined under this loan and these attached general terms and conditions will immediately become due and payable.
- 7.3. In addition, we will have the right to exercise all other remedies available to us in terms of the laws of the Republic of Uganda.
- 7.4. In terms of default as stated in 7.1.1 and 7.1.2, it is hereby agreed that name of the Customer(s) and the full transaction details of the negative information may be passed by the Bank to Credit Reference Bureaus for circulation to other credit grantors who may use such information to assess the Borrower's credit worthiness for their own business purposes after a written notice of 28 (twenty eight days) from the date of default.
- 8. Set-off and realisation**
- 8.1. In the event of default or any sums become due and owing to us, under this agreement, we may at any time without further notice to you, and notwithstanding any settlement of amounts or other matter whatsoever, consolidate or combine all or any of your existing accounts with us, including those held in our name or yours alone, or jointly with others wherever situate (whether current, deposit, loan or any other accounts of any nature whatsoever whether subject to notice or not) and/or set off or transfer any sum

standing to the credit of any one or more accounts in or toward satisfaction of any obligations or indebtedness to us, whether those liabilities be present, future, actual, contingent, security, joint or several. You waive any rights of set off that you may have, so far as is permitted by law.

- 8.2. Any security provided may be, if realised, used to pay any indebtedness by you to us, at our sole discretion notwithstanding that such indebtedness may be expressed in a currency other than the currency received by us in realisation thereof.

9. Costs

- 9.1. You irrevocably authorise us to debit your current/transactional account and recover (whether or not the loan is drawn) all legal fees, charges and other out of-pocket expenses (including stamp duty and value added tax) incurred by us in connection with the enforcement or preservation by us of our rights under this agreement or under any amendments hereto.
- 9.2. You will pay all the fees, costs and charges referred to in this agreement and all fees, costs, charges, taxes and duties we may incur or pay in connection with the preparation, conclusion or enforcement of the loan, including:
- 9.2.1. legal costs, charges, collection commission and other fees or disbursements incidental thereto or incurred in recovering or endeavouring to recover all or any amounts owing us, together with value added tax, where applicable;
- 9.2.2. any increase in fees, costs and charges as determined and published from time to time;
- 9.2.3. all other fees and charges will be payable in accordance with our standard tariffs from time to time. The applicable rate can be provided to you on request;
- 9.2.4. an upfront processing fee is chargeable and will be debited to your current account.

10. Variation

In the event of any legislation or extreme changes in market conditions affecting the Bank's ability to provide or fund loans in foreign currency, the Bank reserves the right, at its sole discretion, to switch any foreign currency indebtedness of the applicant into Uganda Shillings, the Bank

will not be liable for any losses resulting from exchange rate fluctuations.

11. Force majeure (events beyond our control)

We will not be liable for any failure to perform our obligations herein caused by reasons beyond our control or resulting directly or indirectly from the action or inaction of the government, any government authority, riot, strike, boycott, blockade, act of God, revolution, civil strike, change in legislation or extreme change in market conditions.

12. Assignment

12.1. You will not be entitled to assign all or any part of your rights, obligations or benefits hereunder without our prior written consent, which will not be unreasonably withheld.

12.2. We will be entitled, without your consent or notice to you, to cede and/or delegate all or any part of our rights and/or obligations under the loan and/or the security, either absolutely or as collateral security to any person (even though that cession and/or delegation may result in a splitting of claims against you). Even if your loan facility and/or security is sold or ceded, you acknowledge that the servicing and/or administration of such loan facility and/or security may;

12.2.1. still be performed by us on behalf of the purchaser/cessionary or cedent; or

12.2.2. be contractually managed by a third party on behalf of the purchaser/ cessionary or cedent; or

12.2.3. be performed by the purchaser/cessionary or cedent itself. These services and administrations can include the giving of notices, realisation of any security and the recovery of amounts due under the loan agreement.

12.3. Even if the loan facility (or any part thereof) is sold, ceded and/or delegated to any person (the transferee), you acknowledge that we may elect not to cede or sell our rights under the security and/or any other security (relevant security) to the transferee such that, notwithstanding the sale, cession and/or delegation of the loan facility (or any part thereof) to the transferee, the relevant security will as between us (or our successors in title or assigns under the

relevant security) and you, continue to cover your indebtedness to us (or our successors in title or assigns under the relevant collateral) on the terms set out in the relevant security documents.

13. General undertakings

13.1. While the loans remain available, you undertake to ensure that:

13.1.1. your obligations in respect of the loans will at all times rank at least equal with all your other present and future unsecured obligations;

13.1.2. you will, immediately on becoming aware of it, notify us of any material litigation, arbitration or administrative proceedings pending or, to the best of your knowledge, information threatened against you which may adversely affect your ability to honour any of the terms and conditions in this agreement.

14. Information

14.1. We may verify the information on the application and may make whatever enquiries we consider necessary.

14.2. We and our associated companies may furnish any credit reference agency with any information regarding your accounts and loans, provided that such disclosure falls within the laws of the Republic of Uganda.

14.3. You agree that we may:

14.3.1. hold and process, by computer or otherwise, any information obtained about you as a consequence of the loan contemplated in this application;

14.3.2. include personal data in our systems which may be accessed by other companies in our group for credit assessment, statistical analysis, including behaviour and scoring, and to identify products and services (including those supplied by third parties) which may be relevant to you; and

14.3.3. permit other companies within our group to use personal data and any other information we hold about you to bring to your attention to products and services which may be of interest to you.

14.4. You further agree that we may disclose your personal data and/or information, including data and information relating to this loan and any documents referred to herein, or your

assets, business or affairs outside our group whether such personal data and/or information is obtained after you cease being a customer or during the continuance of the bank-customer relationship or before such relationship was in contemplation:

- 14.4.1. for fraud prevention purposes;
 - 14.4.2. to licensed credit reference agencies or any other creditor, if you are in breach of this agreement or any documents referred to herein;
 - 14.4.3. to our external lawyers, auditors and other sub-contractors or persons acting as our agents;
 - 14.4.4. to any person who may assume our rights under this loan;
 - 14.4.5. if we have a right or duty to disclose or are permitted or compelled to do so by law; and
 - 14.4.6. for the purpose of exercising any power, remedy, right, authority or discretion relevant to this agreement or any other document.
- 14.5. You acknowledge and agree that, notwithstanding the terms of any other agreement between you and us, a disclosure of information by us in the circumstances contemplated by this clause does not violate any duty to you, either in common law or pursuant to any agreement between you and us, or in the ordinary course of banking business and the customs, usage and practice related thereto. Disclosure as aforesaid may be made without reference to or further authority from you and without inquiry by us as to the justification for or validity of such disclosure.

15. Securities

- 15.1. The provision of and the aggregate of all amounts deemed by us to be outstanding under the loan may be on an unsecured basis. However, we reserve the right to review it from time to time and thereafter call for security should it be considered necessary.
- 15.2. In addition and without prejudice to any security already held by us, we require the security to cover the loan and all the other banking facilities granted to you, whether direct or contingent and howsoever arising.
- 15.3. We may, from time to time, require any asset over which we hold a security to be valued, at your expense, by a valuer approved by us. We reserve the right to instruct a valuer of our choice and to debit

your account or accounts held with us with any expenses incurred.

16. Address and Notices

- 16.1. The parties choose the addresses set out in the application as the street addresses at which you or us, as the case may be, will accept delivery of legal notices (the notice address). Should either party wish to change its notice address, the other party must be notified in writing, and this notice must be hand delivered or sent by registered post.
- 16.2. All other notices or communications required or permitted to be given in respect of the provisions of this loan will be valid only if in writing and sent to either party's notice or postal address provided in the application or any changed address advised in terms of this clause, provided that any documents to be delivered in respect of legal proceedings in connection with this loan may only be served at the parties' notice address.
- 16.3. Any notice:
 - 16.3.1. sent by prepaid registered post will be deemed to have been received on the 5th (fifth) business day after posting; or
 - 16.3.2. sent by ordinary mail will be deemed to have been received on the 7th (seventh) business day after posting; or
 - 16.3.3. delivered by hand will be deemed to have been received on the day of delivery;

17. Statements

- 17.1. We will provide you with a statement of account periodically and in the frequency and medium selected by you during your application for the loan. The Bank and the Borrower shall agree on the frequency and mode of communication to the Borrower of his/her bank account statement.
- 17.2. The statement will show your outstanding balance and, where applicable, the minimum repayment owing to us and the date by which it is to be made.
- 17.3. We may adjust debits and credit your account and account balances to reflect both your and our legal obligations correctly.

18. General

- 18.1. In these terms and conditions, unless inconsistent with the content, words

signifying the singular include the plural and vice versa.

- 18.2. Each provision of these terms and conditions is severable, the one from the other. If at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions will be of and will continue to be of full force and effect.
- 18.3. The agreement created on acceptance of the loan by you will constitute the whole agreement between you and us relating to the subject matter of the loan. No addition to, variation, amendment or consensual cancellation of any of the terms contained in the loan will be of any force or effect unless it is recorded in writing and is signed on our behalf by one of our authorised officials and accepted by you. Unless specifically stated and agreed, any amendment to the terms and conditions of this loan will not create a new loan.
- 18.4. No indulgence shown or extension of time given by us will operate as an estoppel against us or waiver of any of our rights unless recorded in writing and signed by us. We will not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the conclusion of any agreement and/or whether it was negligent or not.
- 18.5. This loan will be governed and construed in accordance with the laws of the Republic of Uganda and the Courts of Uganda will have jurisdiction to settle any disputes which may arise in connection with it without prejudice to our exclusive right to institute proceedings against you in respect thereof in any other jurisdiction.
- 18.6. If the due date for any repayment or the charging of interest, cost, fees or charges does not fall on a business day, the item will be processed on the first business day thereafter.

19. Foreign Account Tax Compliance Act (FATCA)

We are obliged to comply with the current FATCA statute and any subsequent amendments to the statute. In order for us to fully comply, we may request you to provide us with more information as prescribed by the FATCA regulations at any time and this information may be shared with the United States Internal Revenue Service Office. By accepting to

open the account, you consent to provide us with the necessary information should we request you to and give us the mandate to share this information with the relevant authorities when we are required to do so.

CREDIT REFERENCE BUREAU CONSENT CLAUSE

By submitting an application for credit facilities, you agree to be bound by the following requirements relating to the submission of information to the Credit Reference Bureau and the issue of a financial card whether or not the application for credit facilities is approved;

Definitions

“Credit Reference Bureau” means CompuScan CRB Limited and any other credit reference bureau that may be licensed by the Central Bank of Uganda;

“Customer Credit Information” means information concerning

i your credit history, including applications for credit, credit agreements to which you are or have been a party, pattern of payment or default under any such credit agreements, incidence of enforcement actions with respect to any such credit agreement, the circumstances of termination of any such credit agreement

ii your financial history, including your past and current income, assets and liabilities and other matters with respect to your income and financial means,

iii your education, employment, career, professional or business history, including the circumstances of termination of any employment, career, professional or business relationship or

iv your identity, including your name, date of birth, identity number, marital status and family relationships, past and current addresses and other contact details and related matters

“Data” means the raw factual information furnished by us to the Credit Reference Bureau including, but not limited to, credit applications, credit agreements, payment history or patterns or Customer Credit Information collected and arranged by the Credit Reference Bureau and its employees and processed by the Credit Reference Bureau's computer systems which are stored in the database

“Financial Card” means a card with biometric fingerprint identification information used to identify you.



Stanbic Bank

A member of Standard Bank Group

Consent to Disclosure of Confidential Information

You hereby

a irrevocably consent to us collecting, receiving, compiling and retaining any Customer Credit Information about you for purposes of:

i assisting us to perform our statutory assessment of your creditworthiness;

ii deciding whether or not to grant you credit; and

iii monitoring your credit profile should we grant you credit; and

iv filing our Customer Credit Information with the Credit Reference Bureau.

b consent to the receipt, sharing, provision and exchange of data with Credit Reference Bureau and with other licensed financial institutions and micro finance deposit taking institutions through the Credit Reference Bureau provided that you reserve the right to lodge a complaint with the

Credit Reference Bureau or to challenge any Customer Credit Information held by the Credit Reference Bureau in your respect;

c acknowledge that the Customer Credit Information obtained may include positive or negative information regarding your payment record;

d acknowledge that the Credit Reference Bureau is required by law to collect negative information on the background and credit history relating to your nonperforming obligations;

e consent to the collection, recording, retention and submission of all data relating to your economic, financial and commercial obligations in order to determine your overall debt exposure and ability to pay.

Provision of Financial Card

You acknowledge that we may provide you with a financial card, and agree that:

a we may take your biometric details including finger prints, photographs and other unique identification details for purposes of issuing you with the financial card;

b we may provide to the Credit Reference Bureau your personal information including fingerprints, photographs as well as name and contact details amongst other identifying information;

c the information on the financial card may be used to link credit profiles and financial information to you which information will be housed on the database files of the Credit Reference Bureau; and

d your Financial card may be used to verify your identity at a branch or at any other institution with a compatible card reading device