

MAJI LOAN TERMS AND CONDITIONS

1. DEFINITIONS

In these conditions

- 1.1 "Account holder" means the person liable to the Bank for the settlement of the Maji Loan, interests and such other costs and expenses as are agreed by the Parties hereto.
- 1.2 "Bank" means Equity Bank (Kenya) Limited of P.O Box 75104 – 00200 Nairobi which expression shall where the context so admits include its successors and assigns.
- 1.3 "Conditions" means these terms and/or any other conditions that regulate or relate from time to time to the availing of Maji Loan by the Bank.
- 1.4 "Due Date" means the date of loan maturity after disbursement or such date as shall be notified to the account holder by the Bank in writing from time to time.
- 1.5 "Facility" means the Maji Loan terms and conditions.
- 1.6 "Loan Checkout Fee" this is the convenience fee chargeable to the Account Holder on obtaining the Maji Loan.
- 1.7 "Maji loan" means the term loan for Handset products given to the customer through Equitel as determined by the Bank in its absolute discretion after customer makes a formal application.
- 1.8 "Loan account" means the account maintained by the Bank for the Account holder, granted to the Account holder to finance the purchase of clean energy product through the Equitel Platform.
- 1.9 Unless the context requires otherwise:
- 1.7.1 Words denoting one gender shall include the other gender;
- 1.7.2 Words denoting the singular shall include the plural and vice versa;
- 1.7.3 Words importing persons shall include a sole proprietor, individual partnership firm, company, corporation or any other natural or legal person whatsoever; and
- 1.7.4 The Bank and the Customer shall together be referred to as the "Parties" and where the context requires individually as a "Party".

2. CONDITIONS CONSTITUTING AGREEMENT

- 2.1 These conditions as varied from time to time constitute the Agreement between the Account holder and the Bank with regard to Maji Loan. These conditions apply in addition to the General Terms and Conditions of operating an equity account.

- 2.2 The Account holder upon completing the Loan application online shall be deemed to have read, understood and agreed to be bound by these Conditions upon acknowledging their receipt as availed in the Maji Loan application process.

- 2.3 The Account holder confirms in particular that he has considered the rate of interest and the charges levied by the Bank as specified in Conditions 3 below and specified in any other part of this Maji Loan Terms and Conditions and found them to be fair, reasonable and necessary to enable the bank to continue affording the Maji Loan facility to the Account holder. The Account holder shall not dispute any claim by the Bank against him on grounds that charges and or rates of interest charged by the Bank are unfair or unreasonable under any circumstances.

3. CHARGES & INTEREST

- 3.1. At present the following charges apply and may from time to time be subject to change without notice:

Maji Loan Charge Description		Charges
3.1.1	Interest Rate on loan amount	The Interest rate chargeable shall be as set out in the Banking Act comprising the Central Bank Rate ("CBR") plus a margin of 4%. The CBR currently being 9% per annum, the effective interest rate is thus 13 % per annum. This rate is subject to change as stipulated by law.
3.1.2	Loan appraisal fee on fresh application	Maximum of 5% of the Loan amount recoverable upfront
3.1.3	Loan checkout fee	5% of the Loan Amount
3.1.4	Excise Duty as imposed under the Excise Duty Act.	20% of the applicable
3.1.5	Insurance	0.625% of the Loan Amount
3.1.6	Late payment fees	6% p.a on the amount outstanding of the Loan

4. MAJI LOAN REPAYMENT

- 4.1 The Maji Loan is repayable on the Due Date. Should the Maji Loan not be paid on the Due

Date, the Bank shall, though not obligated, demand from the Account holder all monies, which may then or thereafter be due and owing under these Maji Loan Conditions, including but not limited to:

- 4.1.1 All loan appraisal fees due, loan appraisal fees on loan rolled over Maji Loan , interest due on Maji Loan and rolled over loan and principal Maji Loan due;
- 4.1.2 All legal and other costs, charges and expenses which the Bank may pay or incur in connection with these Maji Loan Facility or the recovery of any monies owing hereunder;
- 4.1.3 A fee to compensate the Bank for a reasonable estimate of any loss incurred by the Bank as a result of default to the full extent permitted by law;
- 4.1.4 All monies due and computed from the due date until the settlement in full; and
- 4.1.5 The Bank may or without any notice to, consent of or any other action by the Account Holder (such notice, consent or other action being expressly waived), set-off or apply (i) any and all deposits (general or special, time or demand, provisional or final) at any time held by or for the account holder or any Affiliate of account holder and/or (ii) any Indebtedness at any time owing by account holder or any Affiliate of account holder or any Participant in the Loans to or for the credit or the account of the Account holder , to the repayment of the Obligations irrespective of whether any demand for payment of the Obligations has been made.

5. INDEMNITY AND RECOVERY OF COSTS

- 5.1. The Account holder undertakes to indemnify and keep the Bank indemnified at all times against all actions, claims, demands, liabilities, losses, damages, costs, charges and expenses of whatever nature inclusive of any legal costs and disbursements incurred by the Bank in obtaining payment of any monies due and owing to the Bank from the Account holder, the indemnity shall remain valid, subsisting and binding upon the Account holder notwithstanding withdrawal & termination of the contract.
- 5.2. Any legal costs and disbursements incurred by the Bank as against the Account holder shall be deemed to include every sum which would be allowed to the advocates of the Bank in taxation between the advocate and clients to the intent that the Account holder shall afford to the Bank a complete entitlement and unqualified indemnity in respect thereof.

6. VARIATION

- 6.1 The Bank reserves the right to vary, amend or replace all or any of these conditions at any time without prior notice. The Bank shall notify the Account holder of any changes made to these conditions as soon as is practicable and/or available in the Bank's website that is <http://ke.equitybankgroup.com/downloads/Eazy-Loan-Terms--Conditions.pdf> but failure to make such notification shall not invalidate the changes.

7. BREACH OF CONDITIONS

- 7.1 In the event of any breach by the Account holder of any of these conditions the Bank may in circumstances where the Account holder fails to comply or procure compliance with the terms of a notice served by the Bank on the Account holder, require immediate repayment in full of the outstanding balance on the loan Account.

8. MAJI LOAN SUSPENSION

- 8.1 The Bank may at any time and without notice cancel or suspend the right to utilize Maji Loan entirely or refuse to renew without affecting the Account holder's obligations under this Maji Loan Terms and Conditions.

9. TERMINATION

- 9.1. Either Party may terminate their obligations under this Maji Loan Terms and Conditions at any time on written notice to the other Party. On termination by the Account holder the termination notice should be accompanied by the repayment of the full loan outstanding balance.
- 9.2. Termination shall only be effective upon the discharge of all the outstanding liabilities under this Maji Loan Terms and Conditions.
- 9.3. The Bank may cancel any Maji Loan on receipt of a written notice from Account holder accompanied by the payment of all the outstanding loan balance.
- 9.4. The Bank may at any time and without giving reasons or notice terminate this Maji Loan Terms and Conditions and upon such termination the Account holder must repay the full outstanding loan balance.
- 9.5. Termination by either the Account holder or the Bank shall not affect the Account holder's obligations to meet any liabilities incurred prior to such termination. This Maji Loan Terms and

Condition will continue until the Account holder has repaid all amounts outstanding including Transactions, interest rates, fees and charges.

10. DISCLOSURE OF INFORMATION

10.1. The Account holder agrees that the Bank may disclose details relating to the loan to any third party (including credit agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank or such third party or maintaining the loan account with the Bank or other purpose as the Bank shall deem appropriate.

10.2. The Account holder agrees that the Bank may disclose details relating to the loan including details of default in servicing the loan Account to any third party (including credit agencies) for the purpose of evaluating the Account holder's credit worthiness or for any other lawful purpose.

11. NON-ASSIGNMENT

The Account holder may not assign or otherwise dispose of any of the Account holder's rights and obligations under this Agreement. The Bank may transfer its rights and obligations under this Maji Loan Terms and Condition.

12. NOTICES AND CHANGE OF ADDRESS

12.1. All notices to the Account holder made under this Maji Loan Terms and Condition shall be sent by prepaid post to the address stated in the application form or to the last address notified to the Bank pursuant to Condition.

12.2. The Account holder shall notify the Bank or any branch in writing of any change of name or address. Until such notice is received the Account holder's address shall be that stated in the application form.

13. INSURANCE

13.1. The Account Holder shall be required to take out a credit life insurance cover to cover death and or disability at the rate of 0.625% of the loan amount.

13.2. The Bank will arrange for such credit life insurance at no extra charge. However, if the Account Holder wishes to obtain a different cover other than that arranged for by the Bank, such cover shall be from a panel of under writers in the Bank's panel which is available on

our website <http://ke.equitybankgroup.com/> The Account Holder shall thereafter avail a copy of the policy to the Bank for approval prior to the loan disbursement.

14. CREDIT REFERENCE BUREAUS

The Account holder expressly consents and allows the Bank to forward personal data and full file credit information to licensed credit reference bureaus in accordance with the Banking (Credit Reference Bureaus) Regulations, 2008.

15. DISCLAIMER OF CONSEQUENTIAL DAMAGES

In no event shall the Bank be liable for any consequential, incidental, indirect, exemplary, punitive, special or other damages whatsoever resulting from performance or failure to perform under this agreement or the furnishing, performance or use of any goods (clean energy products) sold or Financed to or Purchased through finance by the Account holder pursuant hereto under these terms, whether due to breach of contract, breach of warranty, strict liability, product liability, the negligence or otherwise.

16. GOVERNING LAW AND JURISDICTION

16.1. This Maji Loan Terms and Condition is governed in all respects by the Laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.

16.2. Any dispute, difference or question whatsoever which may arise between the parties including the interpretation of right and liabilities of either party shall be referred to an arbitrator under the rules of the Arbitration Act No. 4 of 1995 of Kenya or any statutory modification or re-enactment for the time being in force, such arbitrator to be appointed by agreement of both parties and in the absence of agreement within fourteen (14) days of notification of the dispute by either party to the other then on the application of any one party to the Chairman of the Chartered Institute of Arbitrators and the decision of such arbitrator shall be final and binding on the parties hereto.

16.3. Neither party shall be entitled to commence or maintain an action in a Court of law upon any matter in dispute until such matter shall have been submitted and determined as hereinbefore provided and then only for the enforcement of the arbitration award.

