

Please use block letters and fill in the form as completely and accurately as possible, to aid our successful processing of the application.

(Date of application CCYY-MM-DD)	Market segment	Customer number	Originator ID
Originator branch	Campaign code	Loan amount applied for	Campaign indicator
Staff indicator	Individual	Conditional offer	Currency
Personal information			
Title First nan	ne	Surname	
Date of birth (CCYY-MM-DD)		Gender Male Fo	emale
Personal identification			
Identifying document	Passport	Franklanda	
Financial card number		Employer group number	
Nationality		If not <b>Uganda</b> , state country	name
Telephone (country code -	area code - phone number, e	.g. 256-312-456789 or 0312	2-456789)
Work country dialling code Mobile country	Work area dialling code Mobile area	Mobile	
dialling code	dialling code	phone	number
Fax dialling code	Fax dialling code	Fax no	umber
Email address		Websi	ite
Email address  Current residential addr	ess	Websi	ite
Current residential addr	ess	Living at address since (cc	
Current residential addr	ess Unit number		
Current residential addr Residential status LC/street		Living at address since (cc	YY-MM-DD)
Current residential addr Residential status LC/street name	Unit number	Living at address since (cc) Unit name	YY-MM-DD)  Floor number
Current residential addr Residential status LC/street name Country code	Unit number Res suburb	Living at address since (cc) Unit name Res village	YY-MM-DD)  Floor number  Region
Current residential address Residential status LC/street name Country code District	Unit number Res suburb County/town	Living at address since (cc: Unit name Res village Sub county	YY-MM-DD)  Floor number  Region  Parish
Current residential address Residential status LC/street name Country code District	Unit number Res suburb County/town	Living at address since (cc: Unit name Res village Sub county	Parish Postal code
Current residential address Residential status LC/street name Country code District Postal area	Unit number Res suburb County/town	Living at address since (cc: Unit name Res village Sub county Postal state	Parish Postal code
Current residential address Residential status LC/street name Country code District Postal area Residential status	Unit number Res suburb County/town	Living at address since (cc: Unit name Res village Sub county Postal state	Parish Postal code
Current residential address Residential status LC/street name Country code District Postal area Residential status	Unit number Res suburb County/town Postal city	Living at address since (cc: Unit name Res village Sub county Postal state	Parish Postal code
Current residential address  Residential status  LC/street name  Country code  District  Postal area  Residential status  Previous address	Unit number Res suburb County/town Postal city	Living at address since (cc: Unit name Res village Sub county Postal state	Parish Postal code
Current residential address  Residential status  LC/street name  Country code  District  Postal area  Residential status  Previous address  Marital status and dependential status	Unit number Res suburb County/town Postal city	Living at address since (cc) Unit name Res village Sub county Postal state Living at address since (cc)	Parish Postal code  YY-MM-DD)
Current residential address  Residential status  LC/street name  Country code  District  Postal area  Residential status  Previous address  Marital status and dependential status	Unit number Res suburb County/town Postal city	Living at address since (cc) Unit name Res village Sub county Postal state Living at address since (cc) Marriage contract	Parish Postal code  YY-MM-DD)

The Bank reserves the right to advance a varying amount (and in all cases, less than the amount applied for) due to borrower qualifications, including but not limited to income, property evaluation, market conditions and applicant's eligibility to meet the Banks requirements, and final credit approval.

 Uga 10/195216 2019-05
 Customer initial
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_	mployment details				
•	Employment Scheme ype name			Employment status	
	Employer's name	Industry/ sector			Occupancy status
yer	LC/street name	Unit number	Unit		Floor number
	Country code	Suburb	Villa		Region
Employer	District	County/town	Sub	county	Parish
ᇤ	Box number	Post	of town		perating at address nce (CCYY-MM-DD)
	Telephone number 1 country dialling code	Telephone numbe area dialling code		Te	elephone number1
	Telephone number 2 country dialling code	Telephone number 2 area dialling code			elephone number 2
	Fax number country dialling code		umber dialling code	Fa	ax number
	Mobile number country dialling code		e number dialling code	M	obile number
	Email address			W	/ebsite
Ernployee	Regulatory Industry code		Туј	Type of company	
mple	Level of seniority		Em	Employee number	
ū	Occupation			Highest level of education	
	Employment date (CCYY-MM-DD)			piry date of ntract (CCYY-MM-DD)	
	Gross monthly salary		Ne	et monthly salary	
Pe	eriod employed (YY-MM)				
	nancial information				
	ent/mortgage payment		Vel	hicle finance payment	
01	ther verifiable monthly income		Oth	her debt payments	
Gı	uaranteed bonus/13th cheque		Oth	her monthly commitme	ents
M	ain banking account details	S			
A	ccount type Cheque	e/Current	Transact plus	Savings Inve	estment Other (specify)
Account number Salary account Yes No					
Account name					
Ва	ank or financial institution			Date accoun	nt opened (CCYY-MM-DD)
E	xisting unsecured loan and	other credit t	<b>facilities</b> (e.g.	revolving credit facili	ity, student loans)
To	otal			If you robabilitation	on data
	ave you been declared insolven n years?	t in the last	Yes No		(please attach proof)
	re you a guarantor/surety for any nything else?	ybody or (	Yes No	If yes, please giv	

Loan application details (Mandatory for Relationship Manager and Customer to Discuss)			
Loan amount applied for			
□ SFS □	ing term loan Revolving line of credit  uaranteed Other please specify  Stop order Other please specify  placet Stop order Specify		
Interest rate Fixed Variable Score	deposit specify		
Term of loanMonths Repayment amount	Base rate		
though Liberty Life Insurance Uganda (Ltd). This insurance Accidental disability and Critical illness. In the event of a	ection cover. The Bank has arranged Credit Life insurance be will settle the outstanding balance in the event of Death, a retrenchment the benefit will provide for a maximum of 6 rr. The cost of the loan protection shall either be deducted the monthly instalments.		
	nce from the Bank or getting similar cover from any other ce cover from the bank or from outside will have no impact on		
Loan protection cover Yes No			
Accept lesser offer Yes No	Minimum amount		
Loan protection cover is included as part of the monthly releasth or total permanent disability of the borrower	payments and covers the outstanding balance in the event of		
First premium	Uganda shilling		
First premium  Premium included in the instalment	Uganda shilling		
'	Uganda shilling		
Premium included in the instalment  Security offered  Value	Uganda shilling  Type		
Premium included in the instalment  Security offered			
Premium included in the instalment  Security offered  Value  Details			
Premium included in the instalment  Security offered  Value  Details  Debit authorisation	Туре		
Premium included in the instalment  Security offered  Value  Details  Debit authorisation  I,	Type		
Premium included in the instalment  Security offered  Value  Details  Debit authorisation  I,  authorise Stanbic Bank to debit my account number	Type  hereby  Stanbic Bank		
Premium included in the instalment  Security offered  Value  Details  Debit authorisation  I,  authorise Stanbic Bank to debit my account number  branch, the repayment amount re-	Type  hereby  Stanbic Bank flected in the attached repayment schedule on a monthly basis		
Premium included in the instalment  Security offered  Value  Details  Debit authorisation  I,  authorise Stanbic Bank to debit my account number  branch, the repayment amount recommencing on (CCYY-MM-DD)  , until the	Type  hereby  Stanbic Bank		
Premium included in the instalment  Security offered  Value  Details  Debit authorisation  I,  authorise Stanbic Bank to debit my account number  branch, the repayment amount recommencing on (CCYY-MM-DD)  , until the  Customer declaration and acceptance  I confirm that the details provided above and in any attached and other details. In addition to accepting this loan offer, I a	Type  hereby  Stanbic Bank  flected in the attached repayment schedule on a monthly basis debt is fully repaid.  d documents are a true reflection of my personal, employment gree that the loan will be fully repayable if I move my account and conditions have been explained to me, and I agree to be		
Premium included in the instalment  Security offered  Value  Details  Debit authorisation  I,  authorise Stanbic Bank to debit my account number  branch, the repayment amount recommencing on (CCYY-MM-DD)  , until the  Customer declaration and acceptance  I confirm that the details provided above and in any attached and other details. In addition to accepting this loan offer, I at to another bank. I further confirm that the general terms a bound by them, and that I am able to afford the repayments	Type  hereby  Stanbic Bank  flected in the attached repayment schedule on a monthly basis debt is fully repaid.  d documents are a true reflection of my personal, employment gree that the loan will be fully repayable if I move my account and conditions have been explained to me, and I agree to be		
Premium included in the instalment  Security offered  Value  Details  Debit authorisation  I,  authorise Stanbic Bank to debit my account number  branch, the repayment amount recommencing on (CCYY-MM-DD)  , until the  Customer declaration and acceptance  I confirm that the details provided above and in any attached and other details. In addition to accepting this loan offer, I at to another bank. I further confirm that the general terms a bound by them, and that I am able to afford the repayments  Signatures	Type  hereby  Stanbic Bank flected in the attached repayment schedule on a monthly basis debt is fully repaid.  d documents are a true reflection of my personal, employment gree that the loan will be fully repayable if I move my account and conditions have been explained to me, and I agree to be a arising from the loan obligation.		





#### **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" 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 selfservice 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;

"margin" means the number of percentage points interest charged by us above or below the base interest rate;

"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 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.
- 1.2 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.
- 1.3 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.
- 1.4 You authorise us to debit any other account you hold with us on any date we deem necessary to collect any repayments due.

- 1.5 Payments of the loan over and above the monthly instalments may be made by you at any time without notice.
- 1.6 If you make an early reduction of the loan, unless the repayment instalments as stipulated in the repayment schedule are rescheduled by written agreement between you and us, this early reduction will not affect your obligations to continue paying instalments as stipulated in the repayment schedule until the loan, including all interest thereon, has been repaid in full.
- 1.7 You may wish to repay the outstanding balance of the loan, including accrued interest, in full before the loan's maturity date. Should you repay the loan after the cooling off period from the date of disbursement, an early settlement fee of 10% (ten per cent) will be charged on the total loan amount.
- 1.8 In the event of partial or full repayment in terms of clauses 1.4 or 1.7, you will be liable to pay any costs and/or losses incurred by us in connection with such repayment or such reduction.
- 1.9 Notwithstanding that we may allow you to reduce the outstanding balance on your Revolving Term Loan in monthly instalments as set out in the repayment schedule as may be amended from time to time, the monthly instalment payable by you does not imply that the said loan will be repaid in full over its initial term, as it may be affected by redraws and/ or subsequent deposits made into the loan account and/or fluctuations in the interest rate applicable from time to time.
- 1.10 All payments made under this loan will be credited by us on date of receipt as follows:
- 1.10.1 firstly, to satisfy any due or unpaid interest charges;
- 1.10.2 secondly, to satisfy any due or unpaid fees or charges; and
- 1.10.3 thirdly, to reduce the amount of the principal debt.
- 1.11 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.
- 1.12 By signing this application I hereby agree to the following:
  - a I have been given the option to seek insurance services from any insurer of my choice and that I have not been coerced into taking up this particular insurance product. Should I wish to do so I understand that the policy will need to be verified and approved by the Bank as adequately covering the full amount to which I am indebted in terms of the underlying credit facility; that the proof will need to be provided that the annual premium has been paid covering the full sanction limit of this credit facility; and that the Bank has been specified as first loss payee for the full value due to the Bank in relation to the credit facility. Should I

request the facility to amount to be increased; or if the Insurance policy be cancelled or failed to be renewed at any stage during the period of the loan, I authorize the Bank to arrange the required insurance cover on my behalf and debit my account with the relevant premiums.

b Where I have opted to authorise the Bank to take out insurance through insurance though Liberty Life Insurance Uganda (Ltd) on my behalf, I understand that the cover will settle the outstanding balance of my loan in the event of my Death, Accidental disability and Critical illness, subject to the maximum benefit as stated in the product Terms and Conditions; and have been issued a copy of the Terms and Conditions of the Insurance Policy.

## 2 Interest

- 2.1 Interest payable on the loan will:
- 2.1.1 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;
- 2.1.2 accrue from day to day; and
- 2.1.3 be calculated on the daily balance owing under the loan facility, notwithstanding that such balance may have increased by being debited with interest thereon:
- 2.1.4 be debited to your loan account monthly in arrears.
- 2.2 Rates of interest quoted or determined initially or subsequently altered by us apply to the use of loans within the limit(s) agreed to by us in writing. Any indebtedness to us in excess of the limit(s) agreed by us in writing may be subject to interest at such higher rate(s) as we may determine at our discretion at the time when such indebtedness is incurred and/ or at any time thereafter. Advising this rate does not constitute an agreement by us to allow borrowing in excess of the approved loan limits.
- 2.3 If any sum payable by you under any of these loans is not paid when due, such sum will attract interest at a default rate to be determined by us from time to time, as we may deem fit, from the date on which such sum fell due to the date on which it is actually paid.
- 2.4 The interest charged under this loan is linked to our base interest rate by a margin related to the base interest rate, which margin is determined by us.
- 2.5 We may, from time to time, vary the interest rate applicable to your loan if our base lending rate fluctuates during the agreed term of the loan. If we elect to do so, written advice of the amendment and its effective date will be communicated to you within a reasonable time. However, any delay or omission in providing the advice will not invalidate such amendment.
- 2.6 The rate of interest payable as of the date that the loan is made available to you is set out in the repayment schedule as may be amended from time to time and to which these terms and conditions are attached.
- 2.7 We reserve the right to vary the rate of interest

payable on revolving/redraw of the Revolving Term Loan in line with market conditions or if in our opinion the conduct on your account increases our risk regarding the debt, provided that this amended rate does not exceed the legal maximum permissible rate, where applicable. If we elect to do so, written advice of the amendment and its effective date will be communicated to you within a reasonable time.

# 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.

## Certificate of amount owing

Acertificate 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 monthly salary willbe deposited.
- 5.2 You irrevocably authorise us to debit the current account with the monthly instalments referred to in the repayment schedule as may be amended from time to time and in the loan agreement together with any monthly bank fees and charges incidental thereto.
  - 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 Should your salary not be deposited to this current account, we reserve the right to recall the entire outstanding amount, including interest immediately.

# Revolving capability (Revolving Term Loan and Revolving Line of Credit)

- 6.1 You have requested and we have agreed that you may consider revolving any amount under your loan subject to:
- 6.1.1 you having repaid at least 25% of the original loan amount, and a minimum period (six months for a Revolving Term Loan and one month for a Revolving Line of Credit) having elapsed since the date of the most recent loan being granted and drawn;
- 6.1.2 confirmation by us that you have conducted all accounts with us in an entirely satisfactory manner;
- 6.1.3 our being entitled to carry out satisfactory credit appraisals on receipt of your request to revolve; and
- 6.1.4 the terms and conditions of the said approvals will be subject to the terms and conditions applicable to personal loans and will also be embodied in a formal

- redraw agreement to be executed by you and us.
- 6.2 You are required to only revolve in multiples of 1000 (one thousand) from your loan account to your transaction account, provided that the agreed limit is not exceeded.
- 6.3 You may not overdraw your current account at any time while this revolving facility is in place;
- 6.4 If you fail to comply with the terms and conditions, we reserve the right to withdraw the above transaction and revolving capability. If we elect to do so, we will advise you in writing.

#### 7 Fixed Term Loan

- 7.1 During the term of your Fixed Term Loan, no increase in the amount of the loan or further loans will be allowed nor will you be able to apply for a secondary loan, until this loan has been repaid in full.
- 7.2 Your repayment amount will be adjusted to recognise any interest rate changes, fees, costs and other allowed charges to ensure that the loan is repaid within the agreed term.

# 8 Suspension and termination

- 8.1 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:
- 8.1.1 immediately, if stated in the notice; or
- 8.1.2 on the date stated in the notice.
- 8.2 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.

## 9 Default

- 9.1 We will not be obliged to make any transfer or revolve any amount under the loan and may convert your loan to one repayable on demand and/or we may revise any of the terms and conditions and/ or increase the interest rate charged if any of the following events occur:
- 9.1.1 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 7 (seven) days of written notice having been given to you to do so; or
- 9.1.2 you fail to pay any instalment due in terms of this agreement; or
- 9.1.3 we are of the opinion that there has been a material deterioration in your financial position or the conduct of your transactional account; or
- 9.1.4 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
- 9.1.5 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
- 9.1.6 any compromise or arrangement between the you and your creditors is sanctioned or otherwise

- becomes effective; or
- 9.1.7 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 30 (thirty) days of service by the relevant officer of the court of such writ, notice or other order; or
- 9.1.8 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
- 9.1.9 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
- 9.1.10 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
- 9.1.11 full repayment of your loan and non-use of the facility for more than 3 (three) months; or
- 9.1.12 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
- 9.1.13 you fail to provide any additional security when so requested and/or called on by us.
- 9.2 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.
- 9.3 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.

# 10 Set-off and realisation

- In the event of default, we may at any time without 10.1 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 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.
- 10.2 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.

# 11 Costs

11.1 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 creation or any revaluations of security (if any) or the enforcement or preservation by us of our rights under this agreement or under any amendments hereto.

- 11.2 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:
- 11.2.1 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;
- 11.2.2 any increase in fees, costs and charges as determined and published from time to time;
- 11.2.3 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;
- 11.2.4 an upfront processing fee for both Fixed Term and Revolving Term loans is chargeable and will be debited to your current account.
- 11.2.5 a revolving fee is chargeable for the Revolving Term Loan and Revolving Line of Credit with regard to the percentage of the loan you may request to revolve from time to time and will be debited monthly to your current account. The applicable fee can be provided to you on request.

## 12 Variation

- 12.1 We may, at our discretion, vary any of the terms and conditions from time to time on written notice to you. No such variation and no agreement inconsistent therewith will be of any force or effect unless it is recorded in writing and signed by both you and us.
- 12.2 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.

### 13 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.

# 14 Assignment

- 14.1 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.
- 14.2 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:
- 14.2.1 still be performed by us on behalf of the purchaser/cessionary or cedent; or
- 14.2.2 be contractually managed by a third party on behalf of the purchaser/cessionary or cedent; or
- 14.2.3 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.
- 14.3 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.

## 15 General undertakings

- 15.1 While the loans remain available, you undertake to ensure that:
- 15.1.1 your obligations in respect of the loans will at all times rank at least equal with all your other present and future unsecured obligations;
- 15.1.2 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.

## 16 Information

- 16.1 We may verify the information on the application and may make whatever enquiries we consider necessary.
- 16.2 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.
- 16.3 You agree that we may:
- 16.3.1 hold and process, by computer or otherwise, any information obtained about you as a consequence of the loan contemplated in this application;
- 16.3.2 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
- 16.3.3 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.
- 16.4 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 bankcustomer relationship or before such relationship was in contemplation:

- 16.4.1 for fraud prevention purposes;
- 16.4.2 to licensed credit reference agencies or any other creditor, if you are in breach of this agreement or any documents referred to herein;
- 16.4.3 to our external lawyers, auditors and other sub-contractors or persons acting as our agents;
- 16.4.4 to any person who may assume our rights under this loan:
- 16.4.5 if we have a right or duty to disclose or are permitted or compelled to do so by law; and
- 16.4.6 for the purpose of exercising any power, remedy, right, authority or discretion relevant to this agreement or any other document.
- 16.5 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.

## 17 Securities

- 17.1 The provision of and the aggregate of all amounts deemed by us to be outstandingm 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.
- 17.2 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.
- 17.3 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.

## 18 Address and Notices

- 18.1 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.
- 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.

- 18.3 Any notice:
- 18.3.1 sent by prepaid registered post will be deemed to have been received on the 5th (fifth) business day after posting; or
- 18.3.2 sent by ordinary mail will be deemed to have been received on the 7th (seventh) business day after posting; or
- 18.3.3 delivered by hand will be deemed to have been received on the day of delivery;

## 19 Statements

- 19.1 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.
- 19.2 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.
- 19.3 We may adjust debits and credit your account and account balances to reflect both your and our legal obligations correctly.

#### 20 General

- 20.1 No indulgence granted by us will be considered to be a waiver of our rights.
- 20.2 In these terms and conditions, unless inconsistent with the content, words signifying the singular include the plural and vice versa.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.

# **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.

## 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;
- 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.

Credit Reference Bureau Consent clause (continued)		
1 Authorised signatory	1 Witness	
Signature	Signature	
Name	Name	
Designation (where applicable)	Designation (where applicable)	
Date (CCYY-MM-DD)	Date (CCYY-MM-DD)	
2 Authorised signatory	2 Witness	
Signature	Signature	
Name	Name	
Designation (where applicable)	Designation (where applicable)	
Date (CCYY-MM-DD)	Date (CCYY-MM-DD)	

Bank declaration (official use)			
We confirm that your application (as detailed in this docum has been accepted in principle but is, however, subject to communicated to you.	ent) for a (type of loan) o approval by our Central Credit Office. The outcome will be		
Bank Attorney signature	Power of Attorney number		
Office use only (Customer Consultant)			
Information checklist			
Proof of:	Checks of:		
Identity document Yes No	Other credit agreements/facilities Yes No		
Employment Yes No	Six months' account statements Yes No N/A (new customers)		
Income (most recent payslip) Yes No	Customer profile updated Yes No N/A		
Address (most recent utility statement) Yes No	KYC Yes No		
Accuracy of the financial card number Yes No	Completed application form Yes No		
Please note any photocopy that is provided needs to be a certified copy.	Initialled terms and conditions Yes No		
Loan Originator			
Customer segment	Business introducer		
Market segment	Branch name/Identifier		
If current account held, please state type	Stanbic Bank Uganda Ltd contact		
Comments			
Staff name	Staff number		
Scheme application Yes No	Scheme name		
Signature	Date (CCYY-MM-DD)		
Office use only (Account Analyst)			
Credit bureau details			
Bureau name			
Match found No match found Not available	Bureau score		
Worst months past due	Worst status		
Total number of enquires in 12 months	Total number of judgments or handovers in 24 months		
Value of judgments or handovers	Number of other payment profiles		
Balance of other payment profiles	Total instalment on other payment profiles		
Transaction account details			
Account found Yes No	Risk grade A B C D E F		
Account type Cheque account Transact plu	us Savings Transmission		
Investment Other	Not given		
Number of R/Ds in last six months	Number of days in excess prior month		
Minimum balance prior month	Maximum balance prior month		
Overdraft limit	Total saving/investment balance(s)		

Office use only [(Account Analyst) (continued)			
Other loan account details			
Number of prior loans	Outstanding debit		
Worst days past due	Wors	st account status	
Verification checklist			
Proof of identity	Yes No	Reason	
Proof of income	Yes No	Reason	
Proof of address	Yes No	Reason	
Other credit agreements/facilities	Yes No	Reason	
Existing account(s) conducted satisfactorily	Yes No	Reason	
Six months' bank account statements (for new customer)	Yes No	Reason	
Proof of employment	Yes No	Reason	
Terms and conditions initialled by customer	Yes No	Reason	
Other loan account status	Yes No	Reason	
Salary domicle	Yes No	Reason	
Credit Evaluation Manager			
Decision  Approved Declined Refer  Comments			
Signature	Date (c	CCYY-MM-DD)	
Final offer, if different from request			
Loan amount	Loan to	erm Interest r	ate
Conditions			
Staff name	Staff n	umber	
Signature	Date (c	CYY-MM-DD)	