FNB HEAD OFFICE
Plot 54362, Gaborone
P O Box 1552, Gaborone
Web: www.fnbbotswana.co.bw
Tel: 267 3959881
Call Centre: 0800 302 302

Personal Loan – CREDIT AGREEMENT **Date:**

Your Personal Information

Our Agreement with you

This Credit Agreement together with the General Terms and Conditions record the agreement between you and FNB ("the Bank").

Cost of Credit

Loan amount applied for	P	Number of instalments	
Initiation fee	P	When must repayments be made	MONTHLY
Customer Protection Plan (Insurance)		Customer Protection Plan (Retrenchment)	P
Total Loan	P	APR (Annual Percentage Rate)	%
Annual Interest Rate			%
Instalment due Including – Capital plus interest, fees, Insurance and Vat			P
Date of first instalment (Estimated)			
Security	**FACILITY LETTER,**		

Annual Percentage Rate

Annual Percentage Rate (APR): is (……%) calculated as follows:

Details	Cost	
Total Interest on the Loan		P

Initiation fee		P
Customer Protection Plan (Insurance)		P
Customer Protection Plan (Retrenchment)		P
Total Cost		P
APR		%

[SIGNATURES TO FOLLOW]

THE BORROWER

Signed on this _____ day of _____ 20___ by or on behalf of the Borrower

_____

Signature

_____

Name

THE BANK

Signed on this _____ day of _____ 20___ by or on behalf of the Bank

_____

Signature

_____

Name

FNBB GREEN LOAN - General Terms and Conditions

Compliance with Consumer Protection Act

You are required to sign alongside all terms and conditions that limit the liability of the Bank to show that you consent to that term and condition You must demand that these terms and conditions be explained to you especially those that are in bold as they limit the liability of the Bank or give the Bank certain rights of action
By signing these terms and conditions, you have consented that the terms and conditions have been explained to you, especially those that are in bold. You must read all terms and conditions in this agreement as they will become binding on you. Terms and conditions that are important and may place liability on you or give the Bank certain rights of action are in BOLD, read these terms and conditions carefully.

1. Definitions

1.1 "**Borrower/you/your**" means the person who has applied for and has been granted the Loan by the Lender
1.2 "**Initiation fee**" means the amount that the Bank charges you for processing your application;
1.3 "**The Loan/Amount**" means the amount borrowed by the Borrower and paid out by the Lender;
1.4 "**The Lender/Bank**" means First National Bank of Botswana Limited, Registration number BW00000790476
1.5 "**Total Loan**" means the sum of the loan amount applied for and the initiation fee;
1.6 "**Principal Debt**" means the Loan
1.7 The Pricing on the Loan is linked to the Bank's Prime Lending Rate. The Bank's Prime Lending Rate is currently**_____7.01%_____** is the rate of lending determined by the Bank from time to time at which the Bank advances lending products to its customers. The Prime Lending Rate will fluctuate from time to time depending on the fluctuation of the Bank Rate as determined by Bank of Botswana.

2 The Green Loan

2.1 The lender here by lends to the borrower who borrows the principal debt, subject to the terms and conditions set out in this Agreement. The Loan Amount may be paid out simultaneously with the notification of the Approval or the completion of any securities or consents (where applicable).
2.2 You undertake to repay the Principal Debt, together with the interest thereon as stipulated in the Cost of Credit, by means of the installment stipulated thereon.
2.3 You declare that you are legally and unconditionally indebted to the Lender for the Principal Debt as well as the interest stipulated in the Cost of Credit and any other costs, charges or fees that you may owe the Lender during the life of the Loan.
2.4 Should you not qualify for the amount of the Principal Debt you have applied for, you may qualify for a lessor amount and the Lender shall advise you of this.

3 Purpose and Use of The Green Loan

3.1 The Green Loan is granted strictly for the purchase and installation of approved green products (including but not limited to solar panels, inverters, batteries, water tanks, waste management materials, and borehole equipment) from suppliers approved by the Bank.
3.2 The Borrower undertakes to use the loan exclusively for the intended green product and to provide proof of installation or delivery as required by the Bank.

4 Supplier Engagement and Payment
4.1 The Bank will disburse the approved loan amount directly to the Bank-approved supplier upon confirmation of the Borrower's eligibility and completion of all required documentation.
4.2 Disbursement is conditional upon the supplier providing satisfactory proof of delivery and installation of the green product at the Borrower's premises.
4.3 The Borrower acknowledges that the supplier's obligations and performance are governed by a Service Level Agreement (SLA) between the Bank and the supplier.

5 Eligibility and Credit Assessment
5.1 Eligibility for the Green Loan is subject to the Bank's credit assessment,

6 Insurance Requirements
6.1 The Borrower is required to obtain and maintain comprehensive insurance cover for the financed equipment for the duration of the loan.
6.2 Proof of insurance must be provided to the Bank prior to disbursement of funds. The cost of such insurance is separate from any credit life or customer protection plan associated with the loan.

7 Product-Specific Exclusions
7.1 The Green Loan is not available for the financing of specialised properties or to non-citizens (foreign nationals).
7.2 The Bank reserves the right to amend the list of eligible products and suppliers at its discretion.

8 Borrower Obligations and Recourse

8.1 The Borrower undertakes to maintain the financed equipment in good working order and not to remove, sell, or otherwise dispose of it without the Bank's prior written consent until the loan is fully repaid.
8.2 In the event of supplier non-performance or delivery of defective products, the Bank may withhold payment or require the supplier to remedy the defect in accordance with the SLA.
8.3 The Borrower must notify the Bank immediately of any issues with the product or supplier.

9 Sustainability and Impact Reporting

9.1 The Borrower agrees that the Bank may collect and use data relating to the environmental impact of the financed product (such as energy or water savings) for reporting, compliance, and marketing purposes, subject to applicable privacy laws.

10 Interest and Term
10.1 The Principal Debt outstanding from time to time shall attract interest at the interest rate linked to the Bank's Prime Lending Rate calculated per annum as set out in the Cost of Credit, calculated on the agreed payment plan as well as such other past due interest calculated on the daily balance and capitalized monthly on the date determined by the Lender.
10.2 **The Bank's prime lending rate is subject to change from time to time in accordance with the Bank's cost of attracting deposits or in accordance with market movements or Bank of Botswana rates. As and when such changes occur, you shall be notified of such change through the press and the media.**
10.3 In the event that the Bank's Prime Lending rate changes, your applicable interest will change and therefore your installment will also change. Upon such change in the Prime Lending Rate, the Bank will immediately effect a change of interest on your loan and therefore your next installment on the Loan shall be adjusted accordingly. The term of the loan shall however remain unchanged.
10.4 All interest charged shall accrue daily on the debit balance of the Loan and shall be capitalized monthly.
10.5 The interest on the loan shall be payable on a date agreed to as part of the installment as indicated in the Cost of Credit.
10.6 You acknowledge that over and above the costs referred to in this Agreement, the Lender will also be entitled to recover a commission from you as stipulated in the Cost of Credit.

11 Repayments

11.1 The Principal Debt together with the finance charges shall be repaid in the installments in the Cost of Credit, subject to a variation should the interest rate change. The 1st installment shall be paid after 2 (two) months from the date of payment or disbursement of the loan. Thereafter your installments shall be paid on the last day of each subsequent month.
11.2 The Lender is authorized and instructed to activate the salary deduction order on the application form in respect of the installment reflected in the Approval, subject to variation thereof due to interest rate and any other changes from time to time.
11.3 **Where You cease to be an Employee of your current employer, You shall fill out a debit order for the continuation of the payments of the installments of Your Loan.**
11.4 All payments in terms hereof shall be made at the address of the lenders as stipulated in the Loan Agreement, bank stop order or salary stop order on demand and deliver it to the Lender in respect of any amount payable in terms hereof.
11.5 All payments shall be appropriated firstly in settlement of any costs, charges or fees outstanding under the Loan, secondly (where applicable) to any legal fees and collection fees (in the event of breach of the Borrower) and thirdly towards interest and fourthly towards any the capital amount of the Principal Debt.
11.6 **Should you fail to pay any interest, charge, costs, expenses or any installment on the due date the Bank shall charge you penalty interest applicable at the time in accordance with the Bank's pricing guide.**

11.7 The Borrower may repay all or any portion of the Loan by giving the Bank at least 45 (forty five) days written notice. Where the Borrower elects not to give the required notice or such shorter notice, the Lender shall charge the Borrower at least 30 days interest on the outstanding balance.

11.8 Any amount pre-paid shall not be available for redraw.

12 Set Off

12.1 **Should you fail to pay any amount or installment due under this Agreement on the due date, the Bank may without notice to you deduct such installment or amount from any other account that you have with the Bank. You hereby expressly grant the Bank consent to do this.**

12.2 **If your loan is payable by a debit order and should you not have sufficient funds in your account on the due date of any installment, the Bank may proceed to debit such insufficient funds for the payment of any installment and mark a lien on your account to collect any outstanding portion of your installment until such installment and any costs, charges, penalty interest are paid.**

12.3 **You must ensure that you have sufficient funds in your account at all times on the due date of any installment to satisfy the installment.**

_____ signature

13 Insurance

13.1 The Lender may require that You subscribe for an Insurance Policy to secure the Loan against your accidental death, permanent disability or retrenchment or any other risks as may be prescribed from time to time.

13.2 If your Loan has a requirement for any specific policy, the Bank shall assist you with the application process for such policy.

13.3 The policy premiums may be part of your Principal Debt and repayable as part of your installment on a monthly basis.

13.4 You hereby cede all your rights, title and interest to all proceeds from the Insurance Policy to the Lender in the event of a claim or trigger event occurring in respect of the Insurance Policy. _____ signature

13.5 You shall ensure that you read and understand the policy document and ensure that you comply with all terms and conditions stipulated therein.

14 Cession of Employment Benefits

14.1 **You hereby cede to the Lender all your employment severance and terminal benefits including but not limited to unpaid leave, resignation packages in the event that you are dismissed or resign from your employer** _____ signature

14.2 **In the event of default of Your Loan, You hereby cede and transfer to the Lender your accrued pension benefits from your pension or provident fund in accordance with the Retirement Funds Act, 2022 (as amended, re-enacted or substituted) from time to time in the event of your resignation or dismissal from your employment, provided that you are unemployed for a period of 6 months, the deduction is done as a last resort and the board of the fund is satisfied that no other arrangement for the payment can be made.** _____signature

14.3 **Should you be in default of your Loan or fail to get immediate re-employment or provide the Lender with adequate proof of income sufficient to satisfy your Loan, the Bank shall exercise its rights to claim from your employer or pension fund accrued benefits as stipulated above and you hereby give the Lender your express written consent to do so.**

14.4 **You hereby authorize the Bank to share your personal information with your employer or pension fund and administrators for purposes hereof.**

15 Statement

15.1 You may request for the Bank to provide monthly statements of the Loan to any medium that the Borrower has chosen including but not limited to the Borrower's email address or postal office box stipulated in the application form. It shall not be mandatory for the Bank to send loan statement where the Borrower has not exercised the option to receive same.

15.2 You must review you loan statement within a period of 30 (thirty) days after receipt. If you don't query any transactions within such period such transactions shall be deemed to be true and correct and can no longer be challenged

16 Processing of your Personal Information

16.1 **DEFINITIONS**

The following two definitions apply to this entire clause:

16.1.1 "**Bank**" means First National Bank of Botswana Limited, who for purposes of this clause shall be designated as a data controller or a data processor as the case may be;

16.1.2 "**data controller**" means the Bank which will collect your information and determine alone or jointly with others the purpose and means of processing your information;

16.1.3 "**Data Protection Act**" means the Data Protection Act 2018, (as amended, repealed and restated and or novated from time to time)

16.1.4 "**information**" which the Bank could process, could include (but is not limited to) the individual (your), or someone else's, personal information relating to: race, gender, sex, marital status, national, ethnic or social origin, age, physical or mental health, well-being, disability, religion, culture, language, birth information, information relating to education or medical, financial, or criminal behaviour or employment history, any identifying number, e-mail address, physical address, telephone number, location information, online identifier or other assignment to the person, biometric information, personal opinions, views or preferences, political persuasion, correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence, views or opinions of another individual about the person, transaction details, agreements, etc.

16.1.5 "**process**" or "processing" means any operation/activity/set of operations, including automatic, concerning the individual's information (as defined below) and adaptation, alignment, alteration, blocking, collation, collection, combination, consultation, degradation, destruction, disclosure by transmission, dissemination by means of transmission, distribution or making available in any other form, erasure, gathering, linking, merging, modification, organisation, receipt, recording, restriction, retrieval, storage, structuring, updating, or use of information (as defined below).

16.1.6 "**You/Your/I**" means the Customer or You who have entered into a Personal Loan Agreement with the Bank

16.2 **THE LAWFUL BASIS FOR PROCESSING YOUR PERSONAL INFORMATION**

16.2.1 For the Bank to have a relationship with You and to provide you with products/solutions/services, the Bank will have to process your information and information of your directors, shareholders, officers, employees or agents (where You are a juristic entity).

16.2.2 The Bank will process your information if the following factors are present;

16.2.2.1 if you have given us your consent to process the information;

16.2.2.2 if the processing is necessary for the performance of a contract to which you are a party to between You and the Bank;

16.2.2.3 processing is required for the Bank to comply with a legal obligation;

16.2.2.4 processing is necessary to protect your vital interests or another natural person;

16.2.2.5 processing is necessary for the performance of a duty carried out in the public interest;

16.2.2.6 processing is carried out in the legitimate interests of the Bank;

16.3 The Bank may process your information for the following reasons (amongst others), to:

16.3.1 comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests;

16.3.1.1 detect, prevent and report theft, fraud, money laundering and other crimes;

16.3.1.2 enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you;

16.3.1.3 conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services;

16.3.1.4 develop, test and improve products and services for you;

16.3.1.5 process payment instruments instructions (like a debit order, EFT, or other manual or digital instructions);

16.3.1.6 create, manufacture and print payment instruments;

16.3.1.7 do affordability assessments, credit assessments and credit scoring;

16.3.1.8 manage and maintain your accounts or relationship with the Bank;

16.3.1.9 disclose and obtain information from credit bureaux regarding your credit history;

16.3.1.10 enable you to participate in any debt relief process, where applicable;

16.3.1.11 enable the Bank, its partners and agents to deliver goods or documents or notices to you;

16.3.1.12 communicate with you and carry out your instructions and requests;
16.3.1.13 historical, statistical and research purposes;
16.3.1.14 security, identity verification and to check the accuracy of your information; and
16.3.1.15 customer satisfaction surveys, promotional and other competitions.

16.4 The Bank may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service.

16.5 The Bank may share your information with the following persons (amongst others) who have an obligation to keep your information secure and confidential:

16.5.1 Professional advisors, attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements with you;

16.5.2 agents and sub-contractors like couriers in the course of providing services/products to you in accordance with our agreements with you;

16.5.3 credit bureaux in accordance with the Credit Information Act, or with any other relevant legislation;

16.5.4 persons to whom the Bank cedes/delegates/assigns or transfers its rights and/or obligations in accordance with agreements with you;

16.5.5 payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions, providing services/products to you in accordance with agreements with you;

16.5.6 insurers, brokers, other financial institutions that assist with the providing insurance and assurance in accordance with a legitimate interest of the Bank;

16.5.7 law enforcement and fraud prevention agencies and other persons tasked with the prevention or prosecution of crime;

16.5.8 regulatory authorities, governmental departments, local and international tax authorities and international regulators, and other persons that the Bank under the law have to share your information with.

YOUR RIGHTS

16.6 I understand that, subject to any legal limitation as contained in the Data Protection Act or in any other law, I have the right to:

16.6.1 Withdraw my consent to the processing of my information;

16.6.2 Not to be subjected to a decision based solely on automated processing, including profiling;

16.6.3 Object at any time on grounds relating to my particular situation to the processing of personal information concerning me;

16.6.4 To receive personal information concerning me which I have provided to the Bank;

16.6.5 To restrict processing of my personal information where I contest the accuracy of the information, processing is unlawful, the Bank no longer needs the information for the purpose of processing;

16.6.6 To request for erasure from the Bank of my information;

16.6.7 Obtain confirmation from the Bank as to whether my information is being processed;

16.6.8 Where information is being processed, obtain from the Bank information about the purpose of processing, categorising of personal information processed, recipients of information being processed, envisaged period for storage of the information, complaints management procedures, rights to object to processing, the existence of automated decision making and profiling in the processing of the information;

16.6.9 Where the Bank intends to process my information for any other purpose other than for which the information was initially collected, the Bank shall prior to such processing inform me of the purposes for processing such information;

16.7 To exercise any of the above rights, you must inform the Bank at or contact any nearest branch or the customer contact center at +267 3959881 [standard network rates will apply] or send an email to care@fnb.co.za or email DPO@fnbbotswana.co.bw.

16.8 The Bank's privacy notice can be viewed and accessed on the *FNBB website* - https://www.fnbbotswana.co.bw.

CONSENT

16.9 If You are an individual, then it is compulsory that you consent to the processing of your information below.

16.10 Should you refuse to agree to the processing of your information, the Bank will not be able to take you on as a client or establish a relationship with you or might have to terminate its relationship with you and cancel all your products/agreement.

16.11 Even if you do not provide consent, or at some stage withdraw consent, the Bank and certain third parties may under certain circumstances continue to process your information if allowed by law even against your wishes or objections.

16.12 **By signing this Agreement, you voluntarily provide your consent to the applicable terms, acknowledgements, and authorisations set out below:**

16.12.1 instruct the Bank to get and use my information from Credit Bureaux and third party qualification data providers and government departments to conduct once-off and/or ongoing assessments to determine my eligibility for, and the appropriateness of, the supply, or assessment, or ongoing supply of any transactional, investment, insurance, telecommunication or credit solution or other offerings (whichever is applicable to this application);

16.12.2 provide me with tips and support, provided I have consented to direct marketing;

16.12.3 directly market investment and deposit accounts, lending products, insurance products and any advisory services to me where I consented to direct marketing; and

16.12.4 establish marital status and familial relationships for legal and family banking purposes.

16.12.5 I instruct the Bank to get and use my information from Credit Bureaux to verify and update my personal/business profile information including contact details and income as well as provide any adverse listing to any credit bureax in accordance with the Credit Information Act, where I have failed and or neglected to service my repayment obligations in relation to any loan facilities or investment/deposit account charges and fees with the Bank.

16.12.6 I agree that the Bank may contact my employer to verify my income and obtain such any other relevant information from my employer for purposes of providing products and services to me.

16.12.7 I agree that the Bank may share my information with its affiliates, agents, auditors, representatives and or advisors including but not limited to payment service providers, insurance companies, attorneys, tracing agents, debt collectors for purposes of protecting its legitimate interest in the provision of the products and services or for any other lawful purpose

16.12.8 I agree that the Bank may share my information with government departments or similar institutions which are responsible to hold records of citizenship, nationality, marital status, ownership, etc. to confirm proof of life, verify my identity and establish ownership.

16.12.9 I agree that the Bank may process my identification number or identity card number for legitimate purposes allowed by law, including for identification and security purposes.

16.12.10 I agree that the Bank may process, give my information to, or get my information from, any:

16.12.11 fraud and/or identity theft bureaus and institutions which hold sanctions, terrorism and/or financial crime (like money laundering) information, so as to determine my suitability for any product;

16.12.12 fraud and/or identity theft bureaux which hold financial crime information, for financial crime detection, prevention and prosecution purposes or if the Bank reasonably believes that I provided any false and/or misleading information and/or documents to them.

16.12.13 I agree that the Bank may obtain, share and process my political affiliations for the purposes of determining whether I am a politically exposed individual or a desirable client

16.12.14 I agree that the Bank may get and use my device location at a point in time to provide me with pre-selected products and/or special discounts that are nearby. The Bank may directly market such products to me if I consented to direct marketing.

16.12.15 I instruct the Bank to get and use my information from Credit Bureaux to, upon my request, assist me to transfer my existing debit order(s) and salary payment to my new transact solution.

16.12.16 I agree to the insurers or other financial institutions processing my information, to release the information to the authorised user and I confirm that the authorised user will be acting on my behalf or in my interests. My interests shall be best served if that information is made available to authorized financial service providers with a legitimate interest in receiving such information for the purposes below:

16.12.16.1 to understand my money management needs and provide advice and guidance based on my financial needs' analysis.

16.12.16.2 to conduct insurance needs analysis, underwriting and claims management (including fraud detection and prevention).

16.12.16.3 I agree that the Bank may get and use my biometric information (like my fingerprints, selfie, facial features, retinal scanning, voice, body temperature) for verification of identity, security authentication and/or electronic signature purposes or to prevent health/occupational risks and also obtain such information from government departments or similar institution for verification of identity, security authentication and/or electronic signature purposes.

16.12.16.4 I agree that the Bank may get and use my voice for telephonic recordal purposes related to provision of the products or services or to protect any legitimate interest of the Bank including but not limited to exercise or defence of legal claims

TRANSFER OF YOUR INFORMATION

16.13 The Bank, or a third party service provider of the Bank, might have to process your, or someone else's, information outside the borders of Botswana ("Cross-Border") (for e.g. your information might have to be stored in a cloud in Ireland) for the following purposes;

16.14 To provide the products and services to you, which products and services the Bank relies on external agents and or service providers;

16.14.1 To store your information, where the Bank utilises storage service providers who are not resident in Botswana.

16.14.2 I agree that the Bank may process my information Cross-Border subject to the following requirements being in place;

16.15 The 3rd country to which the Bank transfers my information is such country as has been designated by the commissioner of data protection in accordance with the Data Protection Act; or

16.16 Where the Bank transfers my information to a 3rd country which has not been designated by the commissioner of data protection, the Bank shall ensure that the data controller and or processor who receives and processes that information has the necessary security safeguards to protect the information from unauthorised access, theft and or destruction and that adequate remedies are available to the Bank for any breach of the protection provisions by the data controller or the data processor.

17 Sanctions, Fraud and Anti-Money Laundering

17.1 If, (1) due The Bank must comply (and in some cases make policies, standards and/or guidelines to foster voluntarily compliance) with laws, requirements, standards, recommendations, guidelines and directives relating to terrorism, corruption, bribery, money laundering, financial crime, Know Your Borrower requirements and sanctions obligations, locally and internationally (as it may be applicable), issued by various bodies in a number of jurisdictions and the Bank's own policies as aligned to the Bank's compliance framework and requirements in this regard (referred to as the "Requirements") in relation to the Client, any entity, any security provider, any persons related to them or involved with them, or acting on behalf of, or involved with, the Client, including their mandated persons, directors, executives, signatories, shareholders, holding companies, trustees, beneficiaries, partners, managers, controllers, associates, subsidiaries, beneficial owners, ultimate beneficial owners and related entities (the Client and all of the aforesaid persons and entities are referred to as "Impacted Persons").

17.2 In order to comply with the Requirements, or if

17.2.1 Any fraud or criminal activity (actual or perceived) is suspected; or;

17.2.2 the conduct (actual or perceived) of any Impacted Person is in the Bank's view undesirable;

17.2.3 performing under any agreement, instruction or transaction places the Bank in breach of any local or international law, regulation or Requirement; or

17.2.4 the conduct (actual or perceived) of any Impacted Person is in the Bank's view undesirable;

17.2.5 performing under any agreement, instruction or transaction places the Bank in breach of any local or international law, regulation or Requirement; or

17.2.6 performing any obligations under any agreement or continuing the banking relationship with any Impacted Person would adversely affect or otherwise reduce or remove the Bank's ability to: (i) raise local or international funding; and/or (ii) contract with, or maintain its relationships with, international financial institutions; and/or (iii) transact in or process payments or otherwise deal in other currencies, the Bank may, at the start of the business relationship and/or at any time thereafter, in relation to any Impacted Persons, do any or all of the following:

17.2.6.1 verify (check and confirm) their identity;

17.2.6.2 monitor any account, business relationship, deal, facility, instruction or transaction;

17.2.6.3 request Know Your Borrower information and evidence and further information or evidence which might exceed the scope of what is required before processing it;

17.2.6.4 verify any transaction or instruction or recipient before processing it;

17.2.6.5 refuse any account, business relationship, deal, facility, instruction or transaction;

17.2.6.6 place on hold, or freeze, any account, business relationship, deal, facility, instruction or transaction, including instances where an Impacted Person does not provide documents or evidenced as required by the Bank in terms of the Requirements;

17.2.6.7 refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;

17.2.6.8 on 30 day's notice (or less if warranted) terminate any conduct, business relationship, deal, facility, instruction transaction with any Impacted Person or refuse to honor any instrument or carry out any transaction;

17.2.6.9 refuse to do business with any person or Impacted Person that falls outside the Bank's risk appetite or that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.

17.3 The Bank will not be liable for any direct, indirect or consequential loss, damage, costs or expense whatsoever that may be suffered or incurred by anyone as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the Impacted Persons will remain liable to the Bank for all amounts owing to the Bank (actual or contingent). The Bank will not be liable for any loss whatsoever, should any foreign bank (1) refuse to execute any instruction, (2) delay payment or withhold funds due to any Requirement

18 Breach

18.1 Should the Borrower;

18.1.1 Fail to pay any amount under this Agreement when due and fail to repay such amount within 7 days of its due date; or

18.1.2 Breach any provision of this agreement and fail to remedy such within 7 days of the Bank's notice to do so;

18.1.3 Commit an act of insolvency or a sequestration order is granted against them in accordance with the Insolvency Act;

18.1.4 Permit outstanding any judgment sounding in money, garnishee order or writ of execution;

18.1.5 Fail to pay any other loan with the Lender or with any other 3rd party creditor or financial institution;

18.1.6 Terminate their employment with their employer and or if their employment is terminated by their employer and they fail to provide the Lender with a renewed source of funds letter or confirmation of new employment within 30 days, then the Lender shall have any of the following rights;

18.1.6.1 To set off any outstanding amount, installment, costs or charges to any other account of the Borrower for the purposes of repayment of any installments, costs, charges or expenses in arrears.

18.1.6.2 Accelerate the outstanding Principal Debt plus any accrued interest, charges, fees and expenses;

18.1.6.3 Claim immediate repayment of all amounts outstanding under the Agreement;

18.1.6.4 Demand specific performance;

18.1.6.5 Claim damages;

18.1.6.6 Institute legal proceedings for the cancellation and recovery of all outstanding amounts under the Agreement and enforce all security. The Borrower shall be liable to pay the Lender costs on attorney and own client scale, and collection of commission at the rate of 10% and the Bank shall debit such costs to the Borrower's loan account held with the Bank, whether those costs have been taxed or not. In the event that the legal proceedings are decided in favour of the Borrower, the Bank shall reverse those costs

_____ signature

19 Telephonic recordings and electronic communications and transactions

19.1 Any telephone conversations relating to this Agreement, any potential transaction or regarding any transactions which if entered into by the Parties would be governed by this Agreement, may be recorded (but no one will be obliged to record it) with or without the use of an automatic tone warning device or other notice thereof and each party further agrees to obtain any necessary consents from, and give notice to, its trading, marketing and other relevant personnel regarding such recording, and each party will be deemed to have obtained any necessary consent from, and given notice to, its trading, marketing and other relevant personnel regarding such recording; and

19.2 the recordings and transcripts can be used as evidence in any dispute between them and will be admissible as evidence in any court for the purpose of establishing any matters pertinent to such transactions, any potential transaction or otherwise related to this Agreement.

19.3 The Borrower may request the Bank to accept instructions (including payments) from the Borrower by email and/or telephone and/or fax. The Borrower hereby confirms and understands that the Bank will do so on the following basis:

19.3.1 the Bank will not verify (check) that instructions were actually sent by the Borrower's duly authorised representatives using any of these indirect communication methods. The Bank will act on the instructions as if authorised persons sent them;

19.3.2 the Borrower understands that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using the Bank's other secure non-face to face banking channels like online, cell phone or telephone banking. These risks include the risk that the communication may be intercepted, forged, or changed without knowledge or consent or that unauthorised instructions may be sent to the Bank. The Borrower accepts these risks;

19.3.3 the Bank will only agree to accept and act on instructions sent using these indirect communication methods, on condition that the Borrower waives its right to claim against the Bank for any loss or damage it suffers because of this. The Borrower shall be liable for and indemnifies and holds the Bank harmless, against any claim against the Bank for any loss or damage that it or any other person suffers because it chose, or uses, these indirect communication methods or because the Bank received or acted upon instructions which have been sent as aforesaid and which purport to have been issued or authorised by the Borrower. The Borrower will be legally liable to the Bank or any party for any loss or damage because of the Borrower's decision to use these indirect communication methods. All liability for errors, omissions or delays in transmission, or for misinterpretation on receipt, or for any loss or damage from whatsoever cause arising, or any loss whatsoever connected with such instructions shall be borne by the Borrower and the Borrower shall hold the Bank harmless;

20 Complaints and Contact Information

20.1 If you have any queries in relation to your Loan, you can contact the Bank's contact center on +267 395 or 9881 or toll free 0800 302 302 or seek assistance at your nearest branch.

21 Governing Law and Jurisdiction

21.1 This Agreement shall be governed in accordance with the Laws of the Republic of Botswana and any claim arising hereof shall be subject to the jurisdiction of the Courts of the Republic of Botswana.

22 Notices

22.1 Any notice given in terms of this Agreement must be given in writing and be delivered to the following addresses, and unless the contrary is proved –

22.1.1 If delivered by hand, be deemed to have been received by the addressee on the date of delivery;

22.1.2 If sent by registered post, be deemed to have been received by the addressee on the 14th day of posting;

22.1.3 If transmitted by fax or email, be deemed to have been received 24 hours after the date of dispatch

22.2 Any communication to the Borrower shall be made at contacts details provided by the Borrower on the application form

22.3 Any communication to the Lender shall be made to: Plot 54362, First Place, Central Business District or such other addresses and emails as are advised to the Borrower in writing.

23 Variation and Waiver

23.1 This Agreement sets out all terms and conditions relating to the Loan, and no variation of such terms and conditions will be of any force or effect unless reduced to writing and signed by the Lender (by a duly authorised official) and the Borrower, but any of the following changes will be effective on written notice to that effect by the Bank to the Borrower and this Agreement will be deemed to have been validly amended:

23.2 Increase in fees or reduction in fees;

23.3 Introduction of new fees;

23.4 Changes in the interest rate and any resultant changes in installment and fees

24 Indemnity

24.1 **The Bank shall not be liable to the Borrower for direct or indirect losses that the Borrower may suffer as a result of any act, omission, delay or negligence in granting or administration of the Loan to the Borrower.**

25 General

25.1 **The Borrower confirms that he/she has read and understood the terms and conditions contained in this Agreement**

25.2 **The Borrower has read, understood and agrees to be bound by the terms and conditions of this agreement. The Borrower undertakes to sign all such**

25.3 **documents as may be required by the Lender and pay all costs, charges and fees in connection with this Agreement.**

25.4 **The Borrower agrees to the once-off and monthly costs, interest charges and fees as set out in this agreement being debited to his/her loan account from the date of disbursement of the loan.**

25.5 **The Borrower agrees to be bound by any increase to any other fee or charge prescribed by any applicable legislation at any stage during the term of this Agreement. The Lender will give written notice of any such increase.**

25.6 **In the event Borrower was granted the Loan pursuant to a scheme agreement or you are an employee of the Bank, and, in the event the Borrower was priced as a result such scheme or employment, it is hereby recorded that the Borrower was aware that the terms and conditions in this Loan Agreement and the current pricing offered in this Loan Agreement (not limited to interest rates and other charges) was and is in relation to the scheme agreement as agreed between the Bank and the said Employer only and was offered by the Bank to the Borrower by virtue of your employment as occasioned by the scheme agreement or employment. Accordingly, by signature of this Loan Agreement, the Borrower hereby acknowledges and hereby agrees that upon termination and/or cessation of the Borrower's employment, for whatever reason, the pricing of the Loan, (not limited to interest rates and other charges) will automatically be adjusted to the current market rate as dictated by the Bank, on the next instalment due date subsequent to the Bank furnishing the Borrower with a 21 day notice period.**

25.7 **The Borrower acknowledges that, should any circumstances change that may affect the granting of the loan, the Lender reserves the right to withdraw from this Agreement**

25.8 **At all times during the course of this Agreement, the Borrower shall comply with all anti-corruption laws. The parties undertake not to offer or accept from any person or governmental officer any payment or gift intended to improperly influence that person's authority or decision making.**