



## TERMS AND CONDITIONS FOR SHORT- TERM LOANS (“Short-Term Facility”)

(Form should be filled in CAPS)

### TERMS AND CONDITIONS

Subject to any other Agreement made in writing between the Bank and the Borrower, and subject to the Bank’s General Terms and Conditions, the relationship between the Bank and the Borrower shall be governed by the following general terms and conditions (the “Short-Term Facility Terms and Conditions” or “this Agreement”):

#### 1. DEFINITIONS:

In this Agreement, unless the context requires otherwise:

- (1) **Agreement** means the Borrower’s application when duly approved by the Bank together with these terms and conditions as may be revised, supplemented, enhanced and restated or otherwise notified.
- (2) **Applicable Law** means, with respect to a given person on a given date, any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, consent of a governmental authority, or any published directive, guideline, requirement, international treaty obligation or other governmental or inter-governmental restriction that has the force of law, any determination by, or interpretation of any of the foregoing by, any judicial authority, that is binding on such person whether in effect as of the date hereof or as of any date thereafter.
- (3) **Approved** means the acceptance by the Bank of the Short-Term Facility(ies) applied for or such lesser sum as it may in its sole discretion agree to advance to the Borrower including any terms of such approval as to the cost and the applicable interest rate or otherwise. “Approval” shall have a corresponding meaning.
- (4) **Borrower** means the applicant specified in the application and their personal representatives and assigns.
- (5) **Bank** means I&M Bank Limited.
- (6) **CBR** means the Central Bank Rate.
- (7) **Corrupt Practices Law** means all and any other Applicable Law relating to bribery, kickbacks, or similar business practices.
- (8) **Disbursement** means the crediting of the approved loan into the Borrower’s current account.
- (9) **Events of Default** means any event or circumstance specified as such in Paragraph 15 (Events of Default).
- (10) **Existing Liabilities** means the Existing Financial Indebtedness set out in (Existing Liabilities) clause of this Agreement.
- (11) **Financial Indebtedness** means, with respect to any given person at any date, total liabilities as defined by the IFRS and any obligation created, issued, incurred, or assumed by such person for borrowed money or arising out of any credit facility(ies), financial accommodation or hedge Agreement, all guaranties by such entity of liabilities or indebtedness of any other person, liabilities or Indebtedness of any other entity or person secured by any assets or revenue of such entity.
- (12) **IFRS** means international accounting standards within the meaning of the International Accounting Standards (IAS) Regulation 1606/2002 or IFRS for SMEs to the extent applicable to the relevant financial statements.
- (13) **OTG App** means the I&M Bank Limited mobile and web application;
- (14) **Receiver** means a professional and/or authorised agent duly appointed by the Bank to assist in the recovery process of an account that is non-performing due to the Borrower’s default in their obligations under this Agreement.
- (15) **Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

#### 2. CHARGES AND LOAN PROCESS

The following charges shall apply and may from time to time be subject to change upon notice within the full extent permitted or demanded by law

Charge Description	Charges
Interest rate on loan amount	<p>Upon the Borrower’s application for the Short - Term Facility through the OTG App, the Bank shall charge, subject to these terms and conditions, the Borrower a one-off charge exclusive of excise duty (where applicable) for each application for a Short-Term Facility or other charges as stated in Clause 2.1 below. Once the Borrower opts-in, the Borrower shall receive through the OTG App a confirmation of inter alia, the Short-Term Facility limit which the Borrower has qualified for, the applicable one-off fee, the applicable excise duty, the repayment amount, the repayment date, the applicable credit life insurance and all other applicable charges.</p> <p>The Bank legally reserves the right to vary the one-off charge as it may determine in its absolute and sole discretion from time to time in line with applicable laws.</p>
Application Process	Using their Equipment, the Borrower shall apply for the SHORT- TERM LOAN (“Short-Term Facility”) through the OTG App.

The Process	<p>i. By checking in the box provided in the OTG App, the Borrower shall be deemed to have ‘<b>opted-in</b>’ meaning, the Borrower will be deemed to have read, understood, and accepted ALL the Terms and Conditions of the Short-Term Facility.</p> <p>ii. The Borrower may thereafter, subject to these terms and conditions, apply for the Short-Term Facility using the OTG App navigation. The Charges payable for transactions effected in respect of the Borrower’s Account from time to time will apply to any transactions effected in respect of the Short-Term Loan Facility.</p> <p>iii. As the Borrower applies for the loan, the Borrower will be able to select their preferred Facility period from the Short-Term Facility Menu on their Equipment. The available repayment period options on the Short-Term Facility Menu will be for repayment within 30 calendar days, 90 days or 180 days, depending on the Facility period.</p> <p>iv. The Short-Term Facility application will be appraised according to the applicable loan appraisal processes of the Bank. The Bank reserves the right at its sole discretion and without assigning any reason to approve or decline a Borrower’s application for the Short-Term Facility. Acceptance or rejection by the Bank of an application for a Short-Term Facility shall be done via e-mail and SMS to the e-mail address(es) and number associated with the Borrower’s Account as provided to the Bank by the Borrower.</p> <p>v. If the Borrower, after opting in, does not wish to apply for the Short-Term Facility, they may choose to opt-out. In the event that the Borrower applies for a Short-Term Facility, the option to opt-out will only be available once the Borrower repays the outstanding Short-Term Facility in full.</p> <p>By opting-in, the Borrower shall be deemed to have read, understood, accepted, and provided irrevocable consent for the Bank to exercise the provisions of Clause 12 of this Agreement.</p>
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## 2.1 CHARGES

In this Agreement, unless the context requires otherwise:

- The Borrower shall pay all the monies, liabilities and obligations advanced to or incurred by the Borrower in relation to the Short-Term Facility(ies) as specified in this Agreement and as shall be confirmed to the Borrower through the OTG App.
- The following charges shall apply to the Short-Term Facilities: -

### i) 30-day Short-Term Facility

This Facility shall have different bands depending on the Bank’s appraisal of the Borrower and the applicable band shall be visible to the Borrower upon them “opting-in” on the OTG App. The charges below shall be applicable with regards to the bands: -

BAND	CHARGE APPLICABLE (Percentage of the Facility)
Loyalty	One-time flat fee (Exclusive of excise duty)
Bronze	12.50%
Silver	11.50%
Gold	9.50%
Platinum	7.50%

A Credit life insurance premium charge of 0.06% of the Facility shall be collected for disbursements amount above Kenya Shillings Twenty Thousand (Kes.20,000). The Minimum Premium payable shall be Kenya Shillings Fifty (Kshs. 50).

### ii) 3- and 6-Months’ Short-Term Facility

The following charges shall be applicable with regards to the Facility for the 3- and 6-months periods: -

Processing Fee	6% of the Facility
Interest Rate (Reducing Balance)	2% per month
Penalty Interest	15% p.a.

For the 3-month Short Term Facility, a Credit life insurance premium charge of 0.13% of the Facility shall be collected, while a Credit life insurance premium charge of 0.28% of the Facility shall be collected for the 6-month Short Term Facility. The Minimum Premium payable shall be Kenya Shillings Fifty (Kshs. 50).

- A Fee at the rate of 0.25% shall be charged on the credit life premium collected in compliance with the Policyholders Compensation Fund (PHCF) Regulations.
- All monies due on the Short-Term Facility (“Total Outstanding Debt”) for customers who have taken a one (1) month loan shall fall due on the 30<sup>th</sup> day from the date of disbursement (“Due Date”). If the Borrower does not settle the Outstanding Debt on or before the Due Date, a one-off roll over fee of 10.5% of the Outstanding Debt shall be applied on the 31<sup>st</sup> day of the Short-Term Facility.
- All monies due on the Short-Term Facility (“Total Outstanding Debt”) for customers who have taken three (3) months, or a six (6) months loan shall fall due on the set monthly instalment date (the 30<sup>th</sup> day from the date of disbursements) within 90 days and 180 days respectively. If the Borrower does not settle the Outstanding Debt on or before the Due Date of the monthly instalment, a penalty fee of 15% of the Outstanding Debt for the month shall be applied on the 31<sup>st</sup> day of every month of the Short-Term Facility respectively.
- The Central Bank of Kenya may from time to time and at its sole discretion and within the limit permitted by law revise the CBR and shall publish the revised CBR. The Bank may from time to time at its sole discretion and within the limits permitted by law revise the Margin and applicable charges on the Short-Term Facility with prior notice to the Borrower.

(g) "Margin" means the deviation percentile rate per annum added to or deducted from the Bank's Base Rate. The Margin comprises of: -

- i Administrative overheads
- ii Financial tax (Cash Reserve Ratio & Deposit Insurance Premium)
- iii Credit Risk premium Profit margin
- iv Cost of funds in excess/ arrears of CBR
- v Cost of capital in excess/ arrears of CBR
- vi Liquidity Risk Costs in excess/ arrears of CBR
- vii Any other costs permitted by law

### 3. EXPENSES

The Borrower shall pay to the Bank and shall fully indemnify and reimburse upon demand all costs, charges and expenses (including legal, debt recovery costs, and other professional expenses, stamp, registration or other duties and any VAT) incurred by the Bank in connection with the preparation and execution of, the obtaining of any documents required under, and the enforcement of, or preservation of any rights under this Agreement or otherwise in connection with the Short-Term Facility(ies). On failure to pay these amounts on their due dates or on demand date as applicable, the Bank reserves the right to debit the same from the Borrower's account(s).

### 4. PAYMENTS

- (a) The total Outstanding Debt due from the Borrower shall be made by the Borrower on the Due Date, without set off or counterclaim by the Borrower, through the OTG App.
- (b) Without prejudice to the Bank's rights to require payment or otherwise recover amounts due hereunder from the Borrower, the Bank may debit any amount due hereunder to any current or other account of the Borrower maintained with the Bank, notwithstanding that the maximum amount permitted to be outstanding in respect of such account may be exceeded. Thereafter the amount so debited shall be treated as owing on the terms of such current or other account for all purposes. The total Outstanding Debt due from the Borrower shall be repaid in full by the Borrower on the Due Date without regard to any equities between the Borrower and the Bank and free and clear of, and without deduction or withholding for, or on account of, any taxes.
- (c) The Borrower hereby agrees that the Bank may at any time without notice or further demand, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Borrower's then existing accounts wherever situate, including any accounts solely in the name of the Borrower or in the name of the Borrower jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether Kenya shillings or in other foreign currency) and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations or liabilities of the Borrower to the Bank whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. For this purpose, the Borrower hereby irrevocably authorizes the Bank to purchase with the moneys standing to credit of such accounts, such currencies as may be necessary to effect such set off or transfer at the applicable exchange rate.

### 5. INSURANCE

- (a) Pursuant to an amendment to the Insurance Act Cap 487, the Borrower is hereby informed of their rights under S. 71A (I) of the said Act of their right to choose an Underwriter or Broker from the list of Underwriters of Brokers licensed by the Insurance Regulatory Authority (IRA) and the option to forfeit the right to choose an Underwriter or Broker(s) licensed by the IRA.
- (b) In consideration of clause (a) above, the Borrower hereby forfeits the right to choose an underwriter or Broker(s) licensed by the IRA.
- (c) The Bank may require the Borrower(s) to take insurance cover to cover death and/or disability through the Bank's approved insurance plan. The Bank may enter into separate arrangements with insurers to cover the risk.
- (d) The Borrower undertakes to pay the insurance premiums stipulated by the Bank from time to time.
- (e) The Borrower also understands and accepts that in the event of default on the Short-Term Facility(ies) or delay in payment of the insurance premiums, the insurance may not be valid, and the Borrower will continue to be liable for repayment of all monies due to the Bank.
- (f) The Borrower also understands and accepts that not all types of disability or death may be covered by insurance. The Borrower will continue to be liable for any shortfall in the amount received from the insurers.
- (g) The Borrower shall give written notice to the Bank within 48 hours of any occurrence which gives rise, or might give rise, to a claim under the policy of insurance and except with the prior written consent of the Bank, the Borrower shall not agree to settlement of any such claim.
- (h) All proceeds received by the Bank in respect of any claim made under the insurance will be applied by the Bank in repayments of the Short-Term Facility. Any surplus after such application will be paid to the Borrower's account.

### 6. CONDITIONS PRECEDENT

- (a) The Bank's obligation to make any disbursement of the Short-Term Facility(ies) is conditional upon the Borrower opting in by accepting the terms and conditions of the Short-Term Facility.
- (b) Upon sanction of the Loan amount following successful application, the Short-Term Facility will be disbursed immediately to the Borrowers current account.
- (c) The Bank may approve the sum applied for by the Borrower or decline the application in its sole discretion without giving any reasons.
- (d) Opting in by the Borrower shall be deemed conclusive evidence of the Borrower's Agreement to be bound by ALL the terms and conditions of the Short-Term Facility and all applicable costs, fees, interest and charges.
- (e) The Borrower hereby irrevocably authorize the Bank to act on all applications received by the Bank from the Borrower through the OTG App and to hold the Borrower liable in respect thereof.
- (f) The Bank shall be deemed to have acted properly and to have fully performed all the obligations owed to the Borrower and the Borrower shall be bound by any applications which the Bank shall approve in the belief that such instructions have been sent by the Borrower.
- (g) The Borrower agrees to release the Bank from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Bank having approved and disbursed the facility, or, declined to approve the Borrower's application in accordance with the discretion conferred upon the Bank under this Agreement.

- (h) The Borrower acknowledges that, to the full extent permitted by law, the Bank shall not be liable for any unauthorized application, disclosure, any activity or any incident on their OTG App in connection with their application for the Short-Term Facility by the fact of the knowledge and/or use or manipulation of their PIN, password, Identity or any means whether or not occasioned by the Borrower's negligence.

## 7. CURRENCIES

- (a) The Bank may at its sole discretion, if the Borrower so requests, grant from time-to-time part or all the Short-Term Facility(ies) in other currency and/or currencies within the available limits at the Bank's prevailing rate of exchange.
- (b) By availing the Short-Term Facility(ies) in any foreign currency, the Borrower automatically grants to the Bank the right to convert the foreign currency denominated debt or part thereof into Kenya Shillings whenever the Bank may choose to do so in its sole and absolute discretion. No payment to the Bank (whether under any judgement or court order or otherwise) shall discharge the obligation of the liability of the Borrower in respect of which it was made unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payments shall on actual conversion into such currency fall short of such obligation or liability (actual or contingent) expressed in that currency the Bank shall have a further separate cause of action against the Borrower and shall be entitled to recover the amount of the shortfall from the Borrower as a debt due in respect of the Short Term Facility(ies).
- (c) All amounts due and owing by the Borrower to the Bank shall be paid to the Bank in the currency in which they are outstanding and interest on such amounts shall also be paid in the currency in which the principal amounts are outstanding in freely transferable and convertible funds.
- (d) All moneys received or held by the Bank or may from time to time after demand has been made by the Bank be converted into such other currency as the Bank considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Borrower in that other currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing that other currency with the existing currency (where applicable).
- (e) If and to the extent that the Borrower fails to pay the amount due on demand, the Bank may, in its absolute discretion without notice to the Borrower, purchase from the Borrower's Account(s), at any time thereafter so much of any currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Borrower in such currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing such currency with Kenya Shillings and the Borrower hereby agrees to indemnify the Bank against the full Kenya Shilling cost incurred by the Bank for such purchase.
- (f) Neither the Bank nor any Receiver shall be liable to the Borrower for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.

## 8. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank as follows: -

- (a) Every consent, authorization or approval of governmental or public bodies or authorities required in connection with the execution, delivery, validity or enforceability of this Agreement or the performance by the Borrower of its obligations hereunder or required to make this Agreement admissible in evidence has, where applicable, been obtained and is in full force and effect.
- (b) Neither the execution and delivery of the form of acceptance indorsed hereon by the Borrower nor the performance or observance of any of its obligations under this Agreement will conflict with, or result in, any breach of any law, statute, regulation, indenture, mortgage, trust deed, Agreement or other instrument, arrangement, obligation or duty by which the Borrower is bound or cause, where applicable, any limitation on any of the powers whatsoever of the Borrower howsoever imposed or on the right or ability of the Borrower to exercise such powers to be exceeded.
- (c) All information submitted by the Borrower to the Bank, inter alia, on its financial position, net worth, details of Financial Indebtedness, presents accurately its state of affairs and the financial position of the Borrower as at such date.
- (d) There has been no material adverse change in the financial position of the Borrower from that set forth by the Borrower at the time of opt in.
- (e) They have sought independent advice on the terms of this Agreement in order to fully understand the implications and potential consequence of agreeing to these terms.
- (f) As at the date of this Agreement, the Borrower does not have any Financial Indebtedness outstanding [other than the Existing Liabilities].
- (g) The representations and warranties set forth in this Paragraph are given and made on and as of the date hereof, shall survive the acceptance of this Agreement and are continuing representations and warranties which are deemed to be repeated during continuance of the Short-Term Facility(ies).

## 9. OTHER TERMS AND CONDITIONS

- (a) No Failure, delay or other relaxation or indulgence on the part of the Bank to exercise any power right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right, and remedy preclude its further exercise or the exercise of any other power right or remedy.
- (b) All monies payable by the Borrower under, the benefit of the covenants of the Borrower contained in, and all other rights of the Bank under, this Agreement shall be assignable and remain valid and effective in all respects in favour of any assignee, transferee, or other successor in title of the Bank in the same manner as if such assignee, transferee or other successor in title has been named in this Agreement as a party instead of or in addition to the Bank
- (c) The Bank may disclose to any proposed assignee or transferee or to its Holding Company, Subsidiary, or any Subsidiary of its Holding Company (whether or not they are proposed assignees or transferees) such information as is in its possession at any time relating to the Facilities or the Borrower.
- (d) Any change in the constitution of the Bank or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person or any reconstruction or reorganization of the Bank shall not in any way prejudice or affect its rights under this Agreement.
- (e) Any right or power which may be exercised or any determination that may be made under this Agreement by the Bank may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give any reasons thereof.
- (f) A certificate by any officer or other duly authorized official of the Bank as to the money and liabilities for the time being due or accrued from or by the Borrower pursuant to any of the Short-Term Facility Documents or the amount of any interest, commission or other sums owing pursuant to any of this Agreement shall, save for manifest error, be conclusive evidence of any legal proceedings.
- (g) The facilities availed by the Bank are subject to the Bank's General Terms and Conditions unless varied or inconsistent with the terms of this Agreement. In the event of any inconsistency between the terms of this Agreement and any general terms and conditions of the Bank (whether in force currently or at any time after the date of this Agreement), the terms of this Agreement shall prevail.

- (h) All rights of the Bank contained in this Agreement are in addition to all rights vested or to be vested in the Bank pursuant to the common law or statute.

## 10. ENVIRONMENTAL AND SOCIAL MANAGEMENT

(a) The Borrower undertakes to ensure that it observes and perform all environmental laws (including without limitation the provisions of the Environmental Management and Coordination Act, 1999) the regulations, directions, and codes of practice and all covenants and stipulations from time to time and to diligently designs, constructs, operates, maintains and monitors all of its plants, sites and equipment in a safe, efficient and business-like manner. (b) The Borrower shall not perform any of the following activities:

- (i) Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and Agreements, or subject to international bans, such as pharmaceuticals, pesticides/herbicides, ozone depleting substances, polychlorinated biphenyls, a group of highly toxic chemicals, wildlife or products regulated under Convention on International Trade in Endangered Species or Wild Fauna and Flora.
- (ii) Production or trade in weapons and munitions. This does not apply to businesses which are not substantially involved in these activities i.e. the activity concerned is ancillary to the business's primary operations.
- (iii) Production or trade in alcoholic beverages (excluding beer and wine). This does not apply to businesses which are not substantially involved in these activities i.e. the activity concerned is ancillary to the business's primary operations.
- (iv) Production or trade in tobacco. This does not apply to businesses which are not substantially involved in these activities i.e. the activity concerned is ancillary to the business's primary operations.
- (v) Gambling, casinos and equivalent enterprises. This does not apply to businesses which are not substantially involved in these activities i.e. the activity concerned is ancillary to the business's primary operations.
- (vi) Any business relating to pornography or prostitution.
- (vii) Production or trade in radioactive materials.
- (viii) Production or trade in unbonded asbestos fibers. This does not apply to purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%.
- (ix) Drift net fishing in the marine environment using nets in excess of 2.5 kilometers in length.
- (x) Production or activities involving harmful or exploitative forms of forced labor/harmful child labor.
- (xi) Commercial logging operations for use in primary tropical moist forest.
- (xii) Production or trade in wood or other forestry products other than from sustainably managed forests.
- (xiii) Production or activities involving harmful or exploitative forms of forced labor/harmful child labor.
- (xiv) Production or activities that impinge on the lands owned, or claimed under adjudication, by Indigenous peoples, without full documented consent of such peoples.
- (xv) Cross-border trade in waste and waste products unless compliant to the Basel Convention and the underlying regulations.
- (xvi) x Any activity involving significant altercation, damage or removal of way critical cultural heritage. vii) Production and distribution of racist, anti-democratic and/or neo-nazi media or media with the intent to discriminate part of the population.
- (xviii) Exploitation of diamond mines, and commercialization of diamonds, when the host country has not adhered to the Kimberley<sup>12</sup>, or other similar international Agreements (actual or to be formed), on similar extractive resources.
- (xix) Any sector or service subject to United Nations, European Union embargo without limitation.
- (xx) Coal-fired power plants when the production of energy is not in an Eligible Country as per CDC Coal-Fired Thermal Power Plants; and
- (xxi) Coal-fired power plants (including captive coal-fired power plants not producing electricity for the public grid) when representing more than 10% of I&M Bank Limited Kenya portfolio volume financing.

(c) The Borrower shall notify promptly the Bank of any event(s) concerning the environment or occupational health and safety or social issues.

## 11. EVENTS OF DEFAULT

In the event of: -

- (a) Failure by the Borrower to make any repayment of the Outstanding Debt in respect of the Short-Term Facility(ies) on its due date; or
- (b) A breach in the performance of any other terms and conditions of the Short-Term Facility(ies) or the Bank's General Terms & Conditions; or
- (c) A liquidator, trustee, sequestrator or similar officer being appointed of all or any of the assets of the Borrower; or
- (d) A distress, execution or other legal process being levied against any of the assets of the Borrower and not being discharged or paid within 7 days; or
- (e) Any indebtedness of the Borrower becoming immediately due or payable or capable of being in default on the part of any person, or the Borrower failing to discharge any indebtedness on its due date, or any representation or warranty made by the Borrower hereunder or for the purpose of obtaining the Short-Term Facility(ies) being incorrect in any material respect as of the date of which it is made or deemed to be made, or there being any material adverse change of the position as set out in such representation of warranty,

then the Bank's commitment to advance the Short-Term Facility(ies) shall cease and the whole amount of the outstanding Short-Term Facility(ies) or other amounts owing hereunder will become repayable forthwith on demand in writing made by the Bank at any time. The Bank shall, in addition to demand payment and at the cost of the Borrower, have the right to pursue any legal action permitted by law to recover the Outstanding Debt until it is fully settled.

## 12. EXCHANGE OF INFORMATION

- (a) By opting in, the Borrower hereby expressly consents and authorizes the Bank to disclose, respond, advise, exchange and communicate the details or information pertaining to the Borrower's account(s) to other Banks, financial institutions, credit card companies, or credit reference bureaus, including authorized agents, representatives, lawyers or debt collection agents for the purposes of any bona fide enquiry or collection of any data or towards recovery of any sums due and outstanding to the Bank.
- (b) The Bank may from time to time release (without notifying the Borrower) any information relating to any of the Borrower's account to any statutory authority which has legal power to demand for such information including the Central Bank of Kenya and the Kenya Revenue Authority.



- (c) The Borrower acknowledges that any information released by the Bank under this clause may be used by the recipient to assess applications for credit by the Borrower, for bad debt tracing and for fraud prevention purposes. The Borrower also acknowledges that such information being released to the recipients may affect the Borrowers' ability to maintain the existing Short-Term Facility(ies) with lenders or credit card companies. The Borrower shall make no claim whatsoever against the Bank for the release of any information as provided under this clause, or for any loss, damage, fees or expenses suffered or incurred by the Borrower in relation to the release of any information by the Bank under this clause.

### 13. DATA PROTECTION

The Borrower, by entering into this Agreement and by opting in, has consented to the provision of their personal data to the Bank. All personal data contained in the Agreement shall be processed in accordance with the Bank's Privacy Notice and Data Protection Laws on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the obligations in this Agreement and without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Data Protection Act, 2019 Laws of Kenya (Act No. 24 of 2019) and/or third parties who may be engaged by the Bank in the furtherance of its obligations. The Borrower may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete.

### 14. CONFIDENTIALITY

The Borrower agrees not to disclose to any third parties any information provided by the Bank in connection with this offer, except to those legally required.

### 15. SEVERABILITY

Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

### 16. ANTI-CORRUPTION LAW

The Borrower agrees: -

- (a) NOT to directly or indirectly use the proceeds of the Short-Term Facility(ies) for any purpose which would breach the Corrupt Practices Laws.
- (b) Not use any proceeds of crime to pay of the outstanding Short-Term Facility(ies);
- (c) To conduct their businesses in compliance with applicable Corrupt Practices Laws; and
- (d) To maintain policies and procedures designed to promote and achieve compliance with such laws.

### 17. CHANGE IN CIRCUMSTANCES

If any change in applicable law or regulation or in the application or interpretation thereof by any Government Authority charged with the administration thereof shall make it impracticable or unlawful for the Bank to maintain or give effect to its obligations under this Agreement, the Bank shall give notice in writing to the Borrower(s) of such event and the Bank's obligation to make the Short-Term Facility(ies) available shall be cancelled and the Borrower(s) shall immediately upon receipt of such notice repay the Bank the Outstanding Debt under the Short-Term Facility.

### 18. GOVERNING LAW

This Short-Term Facility(ies) Agreement shall be governed by and construed in all respects in accordance Laws of Kenya. Nothing in this Paragraph shall limit the right of the Bank to take proceedings against the Borrower in any Court of competent jurisdiction, nor shall instituting of proceedings at one or more jurisdictions preclude the institution of proceedings in other jurisdictions, whether concurrently or not.

### WAIVER CERTIFICATION

I/ We _____ freely and voluntarily without coercion or undue influence hereby waive and/or forfeit my/our right to select an insurance company and/or insurance broker. That I / We confirm that I/We have read, understood and further independently been advised on the consequence of such waiver and agree that the Lender may appoint an Insurance underwriter and/or Insurance Broker in its own discretion.	
Signature _____	Date _____
Signature _____	Date _____
Witness _____	Date _____

Yours faithfully,  
I&M BANK LIMITED

RELATIONSHIP MANAGER

BRANCH MANAGER

Individual Borrowers

I the Borrower accept the Short-Term Facility detailed herein on the terms contained in this Short-Term Facility Letter together with the schedules annexed hereto. I acknowledge that I have read this Short-Term Facility Letter and I am aware of and accept the obligations and liabilities herein and accept the terms and conditions set out in this Short-Term Facility Letter.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_