



PERSONAL LOAN APPLICATION

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

Originator ID Originator Branch Customer Number

Individual: First time Borrower Repeat Borrower **Conditional Offer:** Yes No **Staff indicator:** Yes No

Personal Information		
Title	First Name	Surname
Date of Birth (YYYY-MM-DD)		Gender: <input type="radio"/> Male <input type="radio"/> Female
Personal identification		
<input type="radio"/> Identity Card	<input type="radio"/> Passport	Identity Number <input type="text"/>
If not Kenyan, state country name _____		
Telephone (country code - area code - phone number, e.g. +254 020 3268 000)		
Telephone (Home)	Telephone (Work)	Mobile Number
Current Residential Address		
Residential/Physical Address		
Town/City	Living at address since (YYYY-MM-DD)	
Residential Status	<input type="radio"/> Rent <input type="radio"/> Own (Mortgaged) <input type="radio"/> Own (Not Mortgaged) <input type="radio"/> Living with Parents <input type="radio"/> Employer Provided <input type="radio"/> Other Please Specify _____	
Postal Address		
Town/City		
Marital Status and Dependants		
<input type="radio"/> Single <input type="radio"/> Married <input type="radio"/> Divorced <input type="radio"/> Widowed <input type="radio"/> Separated <input type="radio"/> (Other Please Specify)		
Number of Dependants	Spouse	Children
Other		
Spouse / Next of Kin details (if applicable)		
Title	First Name	Surname
Mobile Number		
Employment Details		
<input type="radio"/> Permanent <input type="radio"/> Private Practice <input type="radio"/> Self-Employed <input type="radio"/> Contract <input type="radio"/> Part-Time <input type="radio"/> Pensioner <input type="radio"/> Student <input type="radio"/> Unemployed		
Employer's Name	Scheme Name	
Address		
Town/City		
Industry/Sector		
Telephone Number	Contract Expiry Date (YYYY-MM-DD)	
Designation	Occupation	Employment Date (YYYY-MM-DD)
Highest Level of Education	Gross Monthly Salary	Net Monthly Salary
Previous employer (if less than 24 months with current employer)		
Name of Employer		Period Employed (YYYY-MM-DD)

Customer to Sign and Initial _____



Mobile Banking Account Details

Account Type Cheque/Current Savings Other (specify)

Held in the Name Of Salary Account Yes No

Bank or Financial Institution Branch Name Branch Code

Account Number Date Account Opened (YYYY-MM-DD)

Financial Information

Rent/Mortgage Payment Vehicle Finance Payment

Other Verifiable Monthly Income Other Debt Payments

Guaranteed Bonus/13th Cheque Other Monthly Commitments

Existing Unsecured Loans and Other Credit Facilities (e.g. Revolving Credit Facility, Student Loans)

Name and Branch of Creditor	Facility Type	Account Number	(Please specify value)		Repayment	(Office Use)
			Limit/Initial Loan	Balance		

Total

Have you been declared bankrupt in the last ten years? Yes No If yes, rehabilitation date (please attach proof)

Are you a guarantor/surety for anybody or anything else? Yes No If yes, please give details of guarantee

Loan Application Details (Official Use)

Loan amount applied for

Loan type Fixed Term Loan Revolving Term Loan Revolving Line of Credit

SES Non-Guaranteed SES Guaranteed Other Please Specify

Repayment Method Salary Deduction Direct Debit

Interest Rate Fixed Variable Score CBR - Margin -

Term of Loan Months Repayment Amount (As per attached repayment schedule).

Loan Protection Cover Yes No

Accept Lesser Offer Yes No Minimum Amount

Security Offered

Value: Type:

Details:

Customer to Sign and Initial



Office Use Only (Customer Consultant)

Information checklist

Proof of:		Checks of:	
Identity	<input type="radio"/> Yes <input type="radio"/> No	Other Credit Agreements/Facilities	<input type="radio"/> Yes <input type="radio"/> No
Employment	<input type="radio"/> Yes <input type="radio"/> No	Twelve Months' Account Statements (new customers)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
Income (most recent payslip)	<input type="radio"/> Yes <input type="radio"/> No	Offer to Purchase	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
Address (most recent utility statement)	<input type="radio"/> Yes <input type="radio"/> No	Customer Profile Updated	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
		Spousal Consent Letter (If married and property held jointly)	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
		Copy of Marriage Certificate	<input type="radio"/> Yes <input type="radio"/> No
		KYC	<input type="radio"/> Yes <input type="radio"/> No

Branch

Customer Segment	Business Introducer
Market Segment	Stanbic Bank Kenya Limited Contact
If Current Account held, please state type	Branch Name/Identifier
Comments	
Staff Name	Staff Number
Scheme Application <input type="radio"/> Yes <input type="radio"/> No	Scheme Name
Signature	Date (YYYY-MM-DD)

Bank Declaration (Official Use)

Signed for and on behalf of Stanbic Bank Kenya Limited

Duly authorised attorney
IP/A IP/A

Advocate

I certify that I was present and saw _____ duly sign this loan agreement.

*Please affix your advocate's stamp in the space provided above

Office Use Only (Account Analyst)

Credit Bureau Details	
<input type="radio"/> Match Found <input type="radio"/> No Match Found <input type="radio"/> Not Available <input type="radio"/> Bureau Score	
Worst Months Past Due	Worst Status

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Total Number of Enquires in 12 months	Total Number of Judgements or Handovers in 24 months
Value of judgements or handovers	Number of other Payment Profiles
Balance of other Payment Profiles	Total Instalment on other Payment Profiles
Verification Checklist	
Proof of Identity	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Proof of Income	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Proof of Address	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Other Credit Agreements/Facilities	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Existing Account(s) Conducted Satisfactorily	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Six Months' Bank Account Statements (for new customer)	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Proof of Employment	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Terms and Conditions Initialled by Customer	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Other loan Account Status	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Salary Domicile	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Copy of Marriage Certificate	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Spousal Consent Letter (if married and property held jointly)	<input type="radio"/> Yes <input type="radio"/> No Reason _____
Staff Name: _____	Staff Number: _____
Signature: _____	Date (YYYY-MM-DD) _____
Credit	
Decision	
<input type="radio"/> Accept <input type="radio"/> Decline <input type="radio"/> Refer	
Comments	

Customer to Sign and Initial _____



Final offer, if different from request		
Loan Amount	Loan Term	Interest Rate
Conditions		
Staff Name	Staff Number	
Signature	Date (YYYY-MM-DD)	

Customer to Sign and Initial _____



General Terms and Conditions Applicable to All Personal Loans

Definitions

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

“agreement” means the personal loan application form, 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 Ltd its successors in title or assigns;

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

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

“CBR” means the publicly quoted Central Bank Rate stipulated by the Monetary Policy Committee of the Central Bank of Kenya, subject to change from time to time;

“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, subject to change from time to time and which is determined by the Bank after taking into account:

- the Bank’s costs, benefits and risks of funds (deposit) during the tenure of the loan;
- the Bank’s required net income return as a percentage of shareholders equity multiplied by the minimum regulatory required capital;
- credit risk premium being factors that affect a customer, business or industry/sector’s ability to repay the loan; and
- the Bank’s operational costs associated with originating the loan.

“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.

“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;

1 Repayment

- 1.1 Loan repayments will be recovered from an account held with Stanbic Bank Ltd.
- 1.2 All payments by you, whether of the principal amount, interest, fees, costs, charges or otherwise, will be made in fully cleared funds, without set off or counterclaim, and free and clear of any deduction or withholding on account of tax or otherwise.

- 1.3 In all instances the onus is on you to ensure that sufficient funds are available to meet the repayments as indicated on the date specified in the repayment schedule, annexed hereto.
- 1.4 If you fail to pay the minimum amount of any stipulated monthly instalment by its due date in full or at all, we may cause such amount or the shortfall, as the case may be, to be transferred to your account from any other account you hold with us and any insufficient payment instruction then held by us will be deemed to have been amended accordingly.
- 1.5 You authorise us to debit any other account you hold with us on any date we deem necessary to collect any repayments due.
- 1.6 Payments of the loan over and above the monthly instalments may be made by you at any time without notice.
- 1.7 If you make an early reduction of the loan, unless the repayment installments 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
- 1.8 You may wish to repay the outstanding balance of the loan, including accrued interest, in full before the loan’s maturity date.
- 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 a result of 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 3 (three) business day clearing period
- 1.12 The Bank requires all loans to have adequate loan protection cover. The Bank will effect the cover in order to secure the loan in event of your death or permanent disability, until such time as the loan is settled in full. The cost of the loan protection shall at the Bank’s sole discretion either be deducted from the loan amount upon disbursement or included in the monthly instalments. The Loan Protection Benefit remains valid during the period of the Borrower’s full compliance with these General Terms and Conditions. A copy of the Loan Protection Terms and Condition is available on request.

Customer to Sign and Initial _____



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 Kenya 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 which default rate shall be as set out in the letter of offer.
- 2.4 The interest charged under this loan is linked to CBR by a margin related to the CBR, which margin is determined by us.
- 2.5 We may, from time to time, vary the interest rate applicable to your loan if the CBR 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 sent to you in compliance with the law.
- 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 sent to you in compliance with the law.

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, these include but are not limited to, the media, notices on ATM's and inside our branches, and any

other means that we may deem necessary from time to time.

4 Certificate of Amount Owing

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

5 Income

- 5.1 You undertake to maintain a current account with us into which your monthly salary will be deposited.
- 5.2 You irrevocably authorise us to debit the 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 amend the interest rate as per Clause 2.7.

6 Revolving Capability (Revolving Term Loan and Revolving Line of Credit)

- 6.1 You may consider revolving any amount under your loan subject to:
- 6.1.1 You having repaid at least 15% of the original loan amount;
- 6.1.2 After a minimum period (six months for a Revolving Term Loan and one month for a Revolving Line of Credit) has elapsed since the date of the most recent loan being granted and drawn;
- 6.1.3 You only transferring cash in multiples of 1,000 (one thousand) in the unit currency of the loan availed from your loan account to your transaction account;
- 6.1.4 Your agreed limit is not exceeded following such transfer;
- 6.1.5 Confirmation by us that you have conducted all accounts with us in an entirely satisfactory manner; and
- 6.1.6 Our being entitled to carry out satisfactory credit appraisals on receipt of your request to revolve your facility.
- 6.2 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.
- 6.3 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.

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7 Fixed Term Loan

- 7.1 During the term of your 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 is 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.
- 7.3 Notwithstanding the above, in the event of an increase or decrease in the repayment amount due as a result of a revision in the interest rate, you hereby authorise Stanbic Bank Limited, with immediate effect following the expiry of notice to you of the change in interest rate, to retain your monthly repayments at the then current instalment and stretch or reduce the term of your Loan to cover the repayment of the additional interest amount.

8 Default

- 8.1 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:
- 8.1.1 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
- 8.1.2 you fail to pay any instalment due in terms of this agreement; or
- 8.1.3 we are of the opinion that there has been a material deterioration in your financial position or the conduct of your transactional account; or
- 8.1.4 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
- 8.1.5 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
- 8.1.6 any compromise or arrangement between you and your creditors is sanctioned or otherwise becomes effective; or
- 8.1.7 a warrant of execution issued by any competent court attaching any of 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 warrant, notice or other order; or
- 8.1.8 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
- 8.1.9 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
- 8.1.10 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

- 8.1.11 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
- 8.1.12 you fail to provide any additional security when so requested and/or called on by us.
- 8.2 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.
- 8.3 In addition, we will have the right to exercise all other remedies available to us in terms of the laws of Kenya.

9 Set-off and Realisation

- 9.1 In the event of default, we may at any time without further notice to you, and notwithstanding any settlement of amounts or other matter whatsoever, consolidate or combine all or any of your existing accounts with us, including those held in our name or yours alone, or jointly with others wherever situated (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.
- 9.2 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.

10 Costs

- 10.1 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.
- 10.2 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:
- 10.2.1 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;
- 10.2.2 any increase in fees, costs and charges as determined and published from time to time;
- 10.2.3 all other fees and charges will be payable in accordance with our standard tariffs from time to time. The applicable rate can

Customer to Sign and Initial _____



be provided to you on request;

- 10.2.4 an upfront processing fee (to be set out in the Letter of Offer) for both Fixed Term and Revolving Term loans is chargeable and will be debited to your current account.
- 10.2.5 an upfront management fee (to be set out in the Letter of offer) for both Fixed Term and Revolving Term loan is chargeable and will be debited to your current account.
- 10.2.6 a revolving fee (to be set out in the Letter of Offer) 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.

11 Variation

- 11.1 We may, at our discretion, vary any of the terms and conditions from time to time on written notice to you
- 11.2 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
- 11.3 If any part of the Loan is denominated in a foreign currency ("the currency of the account"), payment under or the repayment of such Facilities will be made in such foreign currency
- 11.4 Any money received by the Bank, or by any person appointed by the Bank, in a currency other than the currency of the account may be converted by the Bank into the currency of the account or such other currency as the Bank considers necessary to cover the obligations or liabilities of the Borrower. The Bank shall use the Bank's spot rate of exchange for such conversion.
- 11.5 In the event of any legislation or extreme change in market conditions affecting the ability of the Bank to provide or fund facilities in foreign currency, the Bank reserves the right, at its sole discretion, to convert any foreign currency indebtedness by the Borrower into Kenya Shillings at the rate ruling on the day of such conversion.
- 11.6 In the event that the Bank demands repayment of any indebtedness of the Borrower, after such demand has been made, the Bank reserves the right, at its sole discretion, to convert any foreign currency indebtedness by the Borrower into Kenya Shillings at the Bank's spot rate ruling at the day of such conversion.
- 11.7 In exercising the aforementioned rights to convert foreign currency indebtedness into the Kenya Shillings, the Bank will not be liable for any losses resulting from exchange rate fluctuations.

12 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.

13 Assignment

- 13.1 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.
- 13.2 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:
 - 13.2.1 still be performed by us on behalf of the purchaser/cessionary or cedent; or
 - 13.2.2 be contractually managed by a third party on behalf of the purchaser/cessionary or cedent; or
 - 13.2.3 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.
- 13.3 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.

14 General Undertakings

- 14.1 While the loan remains available, you undertake to ensure that:
 - 14.1.1 your obligations in respect of the loans will at all times rank at least equal with all your other present and future unsecured obligations;
 - 14.1.2 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.

15 Information

- 15.1 We may verify the information on the application and may make whatever enquiries we consider necessary.
- 15.2 We and our associated companies may furnish any credit reference agency with any information regarding your accounts

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and loans, provided that such disclosure falls within the laws of Kenya.

15.3 You agree that we may:

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

15.3.2 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

15.3.3 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.

15.4 You further agree that we may disclose your personal data and/or information, including data and information relating to this loan and any documents referred to herein, or your assets, business or affairs outside our group whether such personal data and/or information is obtained after you cease being a customer or during the continuance of the bank-customer relationship or before such relationship was in contemplation:

15.4.1 for fraud prevention purposes;

15.4.2 to licensed credit reference agencies or any other creditor, if you are in breach of this agreement or any documents referred to herein;

15.4.3 to our external lawyers, auditors and other sub-contractors or persons acting as our agents;

15.4.4 to any person who may assume our rights under this loan;

15.4.5 if we have a right or duty to disclose or are permitted or compelled to do so by law; and

15.4.6 for the purpose of exercising any power, remedy, right, authority or discretion relevant to this agreement or any other document.

15.5 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.

16 Securities

16.1 The provision of and the aggregate of all amounts deemed by us to be outstanding under the loan will 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.

16.2 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.

16.3 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.

17 Address and Notices

17.1 The postal address you supply on your application form for an account will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify the Bank in writing or e-mail immediately if your chosen address changes/has changed.

17.2 You choose, for all purposes in connection with the banking products, the address provided in the application form. The Bank shall change address within reasonable time after it receives written notification from you.

17.3 Any notice or communication requiring to be served on you may be served on you or any of your officers personally by hand delivery, by electronic mail, post or by advertisement in a daily newspaper with national circulation published in the Republic of Kenya.

17.4 Service by hand delivery shall be effective on actual time of delivery. Service by electronic mail shall be to your last known email address and shall be deemed to have been served on the first known business day following transmission. Service by post shall be to the postal address provided in this application form or at some address as notified from time to time by you as provided above, and shall be deemed to have been effected three (3) business days after posting. Service by advertisement in a local daily newspaper shall be effective on the first business day following the date of advertisement.

17.5 Notwithstanding anything to the contrary in this paragraph, a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18 Statements

18.1 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.

18.2 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.

18.3 We may adjust debits and credit your account and account balances to reflect both your and our legal obligations correctly.

19 General

19.1 No indulgence granted by us will be considered to be a waiver of our rights.

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- 19.2 In these terms and conditions, unless inconsistent with the content, words signifying the singular include the plural and vice versa.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 This agreement will be governed and construed in accordance with the laws of Kenya and the courts of Kenya 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.
- 19.7 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.
- 20 Credit Reference Bureau Consent Clause**
- 20.1 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 whether or not the application for credit facilities is approved.
- 20.2 Definitions
- 20.2.1 "Credit Reference Bureau" means all registered credit reference bureaus being utilized by the Bank from time-to-time
- 20.2.2 "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.
- 20.2.3 "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.
- 20.3 Consent to Disclosure of Confidential Information
- 20.3.1 You hereby irrevocably consent to us collecting, receiving, compiling and retaining any Customer Credit Information about you for purpose 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
 - iv filing our Customer Credit Information with the Credit Reference Bureau
- 20.3.2 You hereby 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 have 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.
- 20.3.3 You hereby acknowledge that the Customer Credit Information obtained may include positive or negative information regarding your payment record
- 20.3.4 You hereby acknowledge that the Credit Reference Bureau is required by law to collect negative information on the background and credit history relating to your non performing obligations
- 20.3.5 You hereby 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.

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