



TERMS AND CONDITIONS FOR PERSONAL NON-CHECK OFF LOANS

The relationship between you and KCB Bank Kenya Limited is governed by the Bank's General Terms and Conditions for all accounts as available on our website www.kcbgroup.com and the following Terms and Conditions (including any updates, supplements or revisions); and is subject to any further agreement or terms that govern this loan product.

Any amendment to these Terms shall become effective when notified to you and posted on our website. The provisions of your Application Form shall be read alongside and form part of the Terms and Conditions of this loan product.

1. Interpretation:

The following words shall have the following meanings in these Terms and Conditions:

"Applicant" means the person(s) identified as applicant (and co-applicant) in the Application Form.

"Application Form" means the application form for KCB credit facility annexed to these Terms and Conditions submitted by the Applicant to us and "application" shall be construed accordingly.

"Attorney" means a person appointed to act on your behalf with full powers to contract and incur liability in your name and style.

"Agreement" means the Application Form and these Terms and Conditions completed and signed by you in respect of the Facility.

"Bank" or 'KCB Bank' means KCB Bank Kenya Limited, a company incorporated in the Republic of Kenya whose address is care of post office Box Number 48400-00100, Nairobi including but not limited to its successors in title and permitted assigns.

"Bank Tariffs" means Bank's schedule of costs and charges payable by the Customer to the Bank, as published from time to time, for the provision of the Bank's products and services. Please visit your nearest branch for a copy of the complete guide on our Bank Tariffs. The Tariffs are also available on the KCB Bank website at <https://ke.kcbgroup.com/our-tariff>

"Benchmark Rate" The Benchmark rate is the minimum, risk-free interest rate chargeable by Banks in Kenya for credit facilities, as guided by the Central Bank of Kenya (CBK). This rate may be established by reference to the Central Bank Rate (CBR) or the Kenya Shilling Overnight Interbank Average (KESONIA) rate, both published by the Central Bank of

Kenya and available on their website www.centralbank.go.ke; or any successor rate as may be prescribed by CBK. In the event that the CBK revises the applicable Benchmark Rate rate(s), the Bank shall be entitled, without requiring further consent from the Borrower, to adopt such new benchmark as the Benchmark Rate. The Facility's interest rate shall thereupon be computed the new Benchmark Rate plus the applicable Premium (K), with all other terms herein remaining in full force and effect.

"Business Day" means, with the exception of Sundays and public holidays, any day falling between Monday to Friday 08.30 Hours to 16.00 Hours and Saturday 08.30 Hours to 12.00 Hours. Business Days shall be construed accordingly.

"Bank" or 'KCB Bank' means KCB Bank Kenya Limited, a company incorporated in the Republic of Kenya whose address is care of post office Box Number 48400-00100, Nairobi including but not limited to its successors in title and permitted assigns.

"Event(s) of Default" mean the events of default stipulated in these Terms and Conditions.

"Facility(ies)" means the credit facility granted to you pursuant to the receipt of duly signed Application Form, Bank policies and procedures and these Terms and Conditions.

Interest Rate: The Interest Rate as provided in the Application Form is calculated as the sum of the Benchmark Rate and the Borrowers Risk Premium, K. The Bank reserves the right to amend the Interest Rate charged, from time to time, as a result of a change in any of these components. For changes to the Interest rate due to a change in the Risk Premium, K, the Bank shall give you at least Thirty (30) days' prior notice before effecting any such change. Changes in Interest Rate due to a change in the Benchmark Rate will be subject to such reasonable notice as the Bank may provide, in compliance with regulatory requirements.

"Party" means either you or KCB Bank Kenya Limited.

"Parties" means you and KCB Bank Kenya Limited jointly.

Premium (K): This is the percentage added to (or subtracted from) the Benchmark Rate to arrive at the your total Interest Rate charge, and is based on the Banks evaluation of the your risk profile, in line with the Banks Risk-Based Credit Pricing Model approved by the CBK. The Premium includes the following costs:

- a) Operating Costs related to Lending
- b) Return to Shareholders
- c) Borrower's Risk Premium
- d) A Cost of Funds Adjustment
- e) Any other costs permitted by law.

"You" and **"Your"** mean the Applicant or Borrower (which includes successors and assigns) operating an Account held with us and includes (where appropriate) any person.

You authorize to give us instructions.

"We", "us" and "our" mean KCB Bank Kenya Limited.

2. Grant and Utilization of the Facility

2.1 The availability of the Facility is subject to our credit approval process and lending criteria. We reserve the right to decline the Application.

2.2 We may, in our sole discretion, offer/ approve the full Facility applied for or lesser sum than requested in the Application Form. Your consent will be required where we approve a lesser sum before disbursement. Where you fail to give your consent within thirty (30) days, we may at our discretion cancel the approval of the facility and treat your application as rejected.

2.3 The Facility amount sanctioned to you shall be in the aggregate not exceeding the amounts specified under the Application Form.

3. Term, Repayment and Review of the Facilities

3.1 The amounts drawn and outstanding under the Facility(ies) together with interest and other sums payable with respect to the Facility(ies) are due and re-payable strictly on demand. However, without prejudice to the Bank's right to demand payment at any time, it is agreed that the Facility(ies) shall be repaid as per terms appearing in of the Application Form.

3.2 You authorize and instruct the Bank to debit your account as mentioned above with the monthly repayment amount or such other sums as will be required by the Bank to meet your approved monthly loan repayments and to pay into your loan account on the Repayment Date noted on the Application Form.

3.3 In the event that the funds are not available from the stated account for whatever reason, you agree that the obligation to repay the Loan will remain with you and you will be expected to make direct payments into the loan account as the payments fall due until the loan is repaid in full, whichever will come earlier.

3.4 You authorise and instruct the Bank to debit any of your accounts



with the Bank with the monthly repayments due, if you fail or delay to pay the amount on the due date of every month.

4. Interest

4.1 In the event of approval of your application, You undertake to pay interest on all the monies, liabilities and obligations advanced to or incurred by You in relation to the Facility at the Interest Rate indicated in this Agreement.

4.2 Interest shall accrue from day to day, will be calculated on the basis of a 366/365 day year for facilities drawn in Kenya Shillings or Great British Pounds and on the basis of a 366/360 day year for facilities drawn in United States Dollars or Euros, and will be debited to the Borrower's current account with the Bank monthly in arrears and will be compounded in the event of not being punctually paid. Facilities in other currencies will be based on standard banking practice and you may contact us through our Contact Centre for any currency-specific request.

Interest shall fall due on the last working day of each calendar month.

4.3 Interest on the Facility(ies) shall be paid on the last day of each interest period, which shall be the last day of every calendar month. The first interest period shall commence on the date of making a full or partial drawing of the Facility(ies).

4.4 Default and Additional Interest: In the event You exceed the authorized limit for any Facility(ies) or You default in making any payments hereunder when due, You shall (without prejudice to the exercise by the Bank of any other right or remedy in favour of the Bank) pay to the Bank interest on that excess sum or on any portion remaining unpaid from the due date of such payment until actual payment thereof (together with accrued interest) at the rate of **10% per annum** over and above the then subsisting rate of interest payable by (the "Default Rate"). You acknowledge and agree that the Default Rate represents a reasonable pre-estimate of the loss to be suffered by the Bank in funding the default or any additional costs and requirements.

4.5 The Bank reserves the right to change the Premium (K), and therefore, the applicable Interest Rate, at its sole and absolute discretion and shall advise you of the same by issuing a thirty (30) day notice prior to any change in the Interest Rate so payable and change of Interest Rate so advised will not prejudice in any way the Bank's right to recover interest charged subsequent to such change.

4.6 Our Bank Statement as to the rate or amount of interest payable pursuant to this paragraph shall, in the absence of manifest error, be conclusive.

5. Commission, Negotiation Fees, and Facility Fees

5.1 You must upon acceptance of the Agreement, pay a **negotiation fee** equivalent to a percentage indicated in the Application Form above of the total Facility(ies) payable once-off. The negotiation fee shall be debited to Your current account and is non-refundable under all circumstances even if the Facility(ies) are cancelled, partly utilized and/or unutilized.

5.2 Other commissions and bank charges shall be charged by the Bank from time to time according to the prevailing tariff as provided in our Tariff Guide. The Bank shall provide You with prior notice of such additional fees and charges. However, please ensure that you visit your nearest branch or the KCB Bank website at <https://ke.kcbgroup.com/our-tariff> to obtain a copy of the complete and up to date guide on our Bank Tariffs.

5.3 All sums payable by You to the Bank in connection with the Facility(ies) shall be paid together with any Value Added Tax (VAT) or other tax, levies and/or duties that may be payable on such sums, at the rate then required by law.

6. Insurance

6.1 You undertake to pay premium on credit life insurance (covering death, total and permanent disability, critical illness, retrenchment/loss of income) for the term of the Facility(ies) with an insurance company acceptable to the Bank and with the interest of the Bank being duly noted on the policy document where applicable. The Bank at its sole discretion, may after consultation with You determine the need and limit of the credit life assurance cover and premium payable.

In the event that this is not complied with, the Bank shall effect such insurance cover at your cost and shall debit the relevant charges to your account.

6.2 Prior to the expiry of any insurance cover, You shall within seven (7) days before such expiry, deliver to the Bank the relevant renewal advice, failing which the Bank shall be at liberty to effect such insurance at the Your cost without further reference to You and debit Your account with any amount paid by the Bank.

6.3 You acknowledge that the Bank has informed you and any relevant party(ies) about the right to select an insurer from the list of licensed insur-

ers, which you and any such relevant party(ies) hereby confirm receipt of, adequacy and acceptance. you and any relevant party(ies) further acknowledge that the Bank has advised and you and any Relevant party(ies) understand that you and/or such relevant party(ies) are entitled to waive the right to select an insurer or broker of yours and any relevant party(ies) choice, provided that you and/or such relevant party(ies) issue the Bank with written notice confirming the waiver or otherwise forfeit the right to choose the insurer.

6.4 The Bank has explained and you And any relevant party (ies) understand that the Bank rEserves the right to determine whether the insurance cover provided by you and/or such relevant party (ies) is adequate for the facility. You and any relevant party (ies) accordingly authorize the Bank to prescribe or appoint an insurer at your's and such relevant party (ies) cost without any or further reference to you and/or relevant party (ies) where the Bank at any time determines that the insurance cover procured by you and/or any relevant party (ies) is inadequate or where you and/or relevant party (ies) waive or in any other way forfeit the right to choose an insurer.

6.5 you and any relevant party (ies) hereby authorize the Bank to debit the cost of procuring adequate insurance cover under this sub-clause from any of your's and/or relevant party (ies) bank accounts. provided that where the Bank prescribes an insurer, the Bank shall have a right to terminate the Facility and this agreement in the event that you and/or relevant party (is) fail to accept the insurance cover selected by the Bank.

6.6 all money payable under any policy of insurance effected by the relevant party shall be paid by the insurers directly to the Bank and shall be applied, at the Bank's option, in replacing, restoring or reinstating the property or assets destroyed, damaged or lost or in reduction of the money, obligations and liabilities in respect of the Facilities. If you or the Relevant Party becomes aware of any claim, occurrence which may give rise to a claim under any policy of insurance effected by you or the Relevant Party or of any threatened or actual cancellation of such policy you or the Relevant Party shall promptly, and in any event within a maximum of 48 hours, inform the Bank in writing, shall not agree to the settlement of any claim without the prior written consent of the Bank and shall take such remedial action as will ensure that the insurance remains in place.



6.7 You further undertake to pay with respect to any insurance the annual premium and to increase the sum assured as and when the value of the Security (is) appreciates and to submit documentary evidence to that effect to the Bank.

7. Conditions Precedent

Unless the Bank otherwise agrees, the granting of the Facilities is subject to the following conditions precedent: -

7.1 there being no change in applicable law or regulation or existing requirements of, or new requirements being imposed by, the Central Bank of Kenya or any government, fiscal, monetary, regulatory or other authority the result of which in the sole opinion of the Bank is to increase the cost to the Bank of funding, maintaining or making available the Facility (or any undrawn amount thereof).

7.2 The Bank having received all of the documents, items and evidence required herein and shall have confirmed that each is in form and substance satisfactory to it (or the Bank having waived any one or more of them in its absolute discretion and subject to any condition(s) it may think fit).

7.3 You having complied with the Terms and Conditions of this Agreement.

7.4 You having paid, in cleared funds, all fees, expenses and other sums due and payable in relation to the Facility(ies). in cleared funds all fees, expenses and other sums due and payable in relation to the Facility.

7.5 Your account being operated within authorized limits at all times.

7.6 You allowing Bank officials to undertake regular documented visits to business premises to ensure that proceeds are utilized as intended.

7.7 No event or circumstance which constitutes or which with the giving of notice or lapse of time or both would constitute an event of default (as specified in the Application Form) shall have occurred and be continuing or would result from the granting of the Facility.

7.8 You having taken Insurance on credit life cover upfront for the term of the loan, for the amounts appearing in part of the Application Form.

7.9 100% of Your receivables being channeled through Your Current account held with the Bank.

7.10 You shall keep proper books of accounts which will be required for future borrowing

7.11 You irrevocably and unconditionally consent to the Bank obtaining such necessary information from

Safaricom PLC with respect to the facility (applicable for Mpesa loans).

Without prejudice to the provisions of this paragraph, the availability of the Facility is at all times subject to the availability of funds as may be determined by the Bank at its sole discretion and also conditional upon the compliance by the Bank with any and all restrictions rules and regulations from time to time in force by the Central Bank of Kenya or any other relevant regulatory authority.

8. Security

Unless otherwise agreed by the Bank, any security that is presently held by the Bank for other banking facility will also serve as security for this Facility. You agree that no property of Yours which is subject to a mortgage, charge, pledge or lien in favour of or vested in the Bank shall be redeemed and/or discharged except on payment not only of all money secured by the charge but also of all moneys secured under this Agreement.

9. Representations and Warranties

You represent and warrant to the Bank as follows:

9.1 You are legally empowered to borrow the full amount of the Facility(ies) on the terms set out in this Agreement and that there is no legal or other restriction precluding You from borrowing the Facility(ies) or to perform Your obligations in respect of the Facility(ies).

9.2 All corporate and other actions on Your part necessary for the authorization, execution, delivery, and acceptance of the Facility(ies) and the performance of obligations hereunder and documents to be executed in pursuance hereof has/have been obtained and is/are in full force and effect;

9.3 Neither your execution and delivery of the form of acceptance endorsed hereon nor the performance or observance of any of your 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 you are bound or cause any limitation on any of your powers whatsoever or howsoever imposed or on your right or ability to exercise such powers to be exceeded;

9.4 Every consent, authorization or approval of governmental or public bodies or authorities required in connection with the execution, delivery, validity or enforceability of this

Facility and/or agreement or your performance of your obligations hereunder or required to make this Agreement admissible in evidence has been obtained and is in full force and effect.

9.5 You are not in violation of any statute or regulation of any competent authority in Kenya and no judgement or order has been issued which has or is likely to have any material adverse effect on Your income or business prospects or financial condition (as the case may be) will prevent performance of Your obligations under this Agreement;

9.6 all the information You have submitted to the Bank, regarding Your financial position, net worth, details of indebtedness, presents accurately Your current state of affairs and the financial position;

9.7 there has been no material adverse change in the Your financial position from that set forth in the Application Form.

9.8 there is no material litigation arbitration or administrative proceedings pending or threatened, to the best of Your knowledge.

9.9 all applicable taxes due and payable to the Kenya Revenue Authority or any other relevant authority have been paid;

9.10 to the best of Your knowledge and belief after due inquiry, You are not in violation of any of the Environmental and Social laws of Kenya or any of the environmental, health and safety guidelines as provided from time to time by the Bank;

9.11 You have not received nor are You aware of any existing or threatened complaint, order, directive, claim, citation or notice from any authority or any material communication from any person with respect to any aspect of the Your compliance with any matter covered by the Environmental and Social Law or the environmental, health and safety guidelines;

9.10 the representations and warranties set out above are continuous and shall be binding throughout the term of the Facility(ies).

10. Covenants

10.1 You shall from time to time at the request of the Bank provide to the Bank such information/permit us to inspect your books of accounts as we may require relating to Your finances and operations. You understand that failure to provide the books of accounts shall constitute a material breach to warrant termination of the Facility(ies).

10.2 You shall not resort to any borrow-



ings from any other source without the Bank's prior consent in writing.

10.3 Unless otherwise agreed by the Bank in writing, You shall not make any material change in the scope or nature of Your business.

10.4 You shall immediately upon becoming aware of it, notify the Bank of any material litigation arbitration or administrative proceeding pending or, to the best of Your knowledge, threatened against You. Any litigation, arbitration or administrative proceeding impacting the rights of the Parties and/or performance of the Parties' respective obligations as provided in these Terms and Conditions is material in terms of this clause.

10.5 You shall immediately upon becoming aware of it, notify the Bank of the occurrence of any Event of Default.

10.6 You shall at all times comply with and observe all covenants duties and obligations contained in these Terms and Conditions and any other terms or conditions imposed on the facility(ies) by the Bank.

11. Events of Default

The following acts and omissions shall each constitute 'Events of Default':

11.1 failure to make any repayment of principal or payment of interest or other moneys in respect of the Facilities on its due date.

11.2 a breach in the performance of any other term and condition of the Facilities or any covenant.

11.3 any act of bankruptcy or insolvency.

11.4 a distress, execution or other legal process being levied against any of the Your assets and not being discharged or paid within 7 days.

11.5 any guarantor giving or purporting to give notice to terminate its liabilities under any guarantee in respect of the Facility.

11.6 any indebtedness of the Borrower becoming immediately due or payable or capable of being in default, or the Borrower failing to discharge any indebtedness on its due date

11.7 if You participate or are deemed to be participating in illegal activities money laundering, cheque kiting or corrupt activities or are charged or convicted of such or similar activities relating to financial misconduct or financial crime by any court of competent jurisdiction.

11.8 if any cheques or other negotiable instruments are dishonoured by the Bank or other institution for lack of funds whether or not You are charged in a court of law or not.

11.9 it becoming unlawful for You to

perform all or any of Your obligations under this Agreement.

11.10 it becoming unlawful or impossible for the Bank to make, maintain or fund the Facilities.

11.11 if You are a partnership, upon the occurrence of a change in the partnership without the prior written consent of the Bank.

11.12 any license, authorization, consent or registration necessary or desirable to enable the Borrower to comply with its obligations to the Bank are revoked, withheld or materially modified or fails to be granted or perfected or ceases to remain in full force and effect, or

11.13 any representation or warranty made by You hereunder or for the purposes of obtaining the Facilities being incorrect in any material respects 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 or warranty.

Upon occurrence of any Event of Default, we may undertake one or more of the following measures at Our discretion. The Bank's commitment to advance the Facility or any balance thereof shall cease and the whole amount of the outstanding Facility, and all accrued interest or other amounts owing hereunder, will become repayable forthwith on demand in writing made by the Bank at any time. In addition, the security held by the Bank in respect of the Facility (if any) shall become immediately enforceable.

12. No Deductions

All sums payable by You under this Agreement shall be paid in full without any set-off or counterclaim and (save in so far as required by the law to the contrary) free and clear of and without any deduction or withholding whatsoever. If You are at any time required by law to make any deductions from any payment to the Bank, then You shall immediately pay to the Bank such additional amounts as to restore the full amount the Bank would have received had there been no deduction or withholding required and You will simultaneously, provide the Bank with a certificate of deduction or withholding in respect of the amount deducted or withheld together with evidence satisfactory to the Bank that the amount so deducted or withheld has been paid over to the relevant authorities when and as due.

13. Set-Off

13.1 You understand and agree that

whenever you are indebted to the Bank, pursuant to the Facility, we shall have a paramount lien on and /or against all monies, securities, deposits of any kind and nature, including fixed deposits, and all other assets which are deposited with or under our control or for safe custody or otherwise and any other property movable or immovable charged to secure any money whether or not that money has been repaid, the Bank shall be entitled and authorized to exercise such right of lien without any notice to you and any remedies under the securities as provided by the law from time to time.

13.2 The Bank may at any time and without notice to You and notwithstanding any settlement of account combine or consolidate all or any of your accounts with the Bank and set off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of any moneys obligations or liabilities made by you to the Bank whether those liabilities be present, future, actual, contingent, primary, collateral, joint or several and You expressly waive any rights of set off that it may have, so far as is permitted by law, in respect of any claim which it may now or at any time hereafter have against the Bank.

14. Expenses and Indemnity

14.1 You must pay to the Bank in cleared funds on demand all reasonable costs charges and expenses incurred on Your accounts, including without limitation, legal expenses, incurred by the Bank in connection with the negotiation and processing of Your application herein. You must also reimburse us on demand expenses incurred by the Bank in suing for or recovering any sum due to the Bank under these Terms and Conditions or otherwise in protecting or enforcing Our rights hereunder, and the word "expenses" shall be deemed to include any sums which would be allowed to the Bank in a taxation as between Advocate and own client.

14.2 You shall pay in cleared funds all stamp duties and other taxes (if any) to which this Facility may be subject or give rise and will indemnify the Bank against any and all liabilities with respect to or resulting from any delay or omission on your part in the payment of such duties or taxes.

15. Currency

15.1 The Bank may at its sole discretion, if You so request, grant from time to time part or all the Facility in other currency and/or currencies within the



available limits at the Bank's prevailing rate of exchange.

15.2 If any part of the Facility is denominated in a currency other than Kenya Shillings (the "Foreign Currency"), payment under or the repayment of such facility will be made in the Foreign Currency. Any money received by the Bank or by any person appointed by the Bank in a currency other than the Foreign Currency may be converted by the Bank into the Foreign Currency or such other currency as the Bank considers necessary to cover your obligations or liabilities.

15.3 The Bank shall in its sole and absolute discretion be entitled upon giving You prior written notice at any time to convert any facility made available in the Foreign Currency into a Kenya Shillings facility and the appropriate Kenya Shilling interest rate applicable thereto will be determined by the Bank at the time of conversion.

15.4 The Bank shall use its prevailing spot rate of exchange for such conversion.

You shall be responsible for any loss resulting from any fluctuation in exchange rates.

15.5 No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge Your obligation or liability in respect of which it was made 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 payment 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 enforce the charges by the existing security and hereby created to recover the amount of the shortfall.

16. Appointment of Attorney

You hereby irrevocably appoint the Bank to be Your Attorney and in Your name and on Your behalf to execute and do any assurances acts and things which You ought to execute and do under the covenants and agreements herein contained and generally to use Your name in the exercise of all or any of the powers hereby or by law conferred on the Bank.

17. Assignment

17.1 You shall not be entitled to assign all or any part of its rights obligations benefits hereunder without the prior consent in writing of the Bank. You

agree that You shall remain liable to perform all your obligations in this Terms and Conditions in the event that You assign your rights obligations and benefits in breach of this clause **17.2** The Bank may, at any time at its sole discretion, assign or transfer all or any part of its rights, interests, benefits and obligations under this Agreement and/or any security document related to the Facility provided under this Agreement, upon issuance of a thirty (30) days' notice to you and/or any security party.

18. Confidential Information and Credit Checks

18.1 The Bank may hold and process, by computer or otherwise, any information obtained about You as a consequence of the application for the Facility.

18.2 You confirm that the Bank may at any time and from time to time at its sole discretion carry out credit checks on You with any of the licensed credit reference agencies.

18.3 You agree that the Bank may: -

a) include Your personal data in the Bank's customers' computer systems which may be accessed by other companies in the Bank's 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.
b) permit other companies within the Bank's group to use personal data and any other information it holds about You on the Bank's customers' computer systems to bring to its attention products and services which may be of interest to You.

18.4 You hereby authorize the Bank to disclose any information relevant to You and the Facility in the Bank's possession

relating to You on terms that such recipient is to treat in confidence any confidential information so disclosed to it and relating to You or any relevant party outside the Bank's group whether such

personal data and/or information is obtained after You cease to be the Bank's customer or during the continuance of the bank-customer relationship or before such relationship was in contemplation:-

a) for fraud prevention purposes.
b) to licensed credit reference agencies or any Creditor, which information may be used by other banks or institutions in assessing credit applications and for debt tracing.
c) to the Bank's external lawyers, auditors and sub-contractors or other persons acting as agents of the Bank;
d) to any person who may assume the

Bank's rights hereunder;

e) to any regulatory, fiscal or supervisory authority.

f) if the Bank has a right or duty to disclose or is permitted or compelled to do so by law; and

g) for purposes of exercising any power, remedy, right, authority or discretion relevant to this Facility following the occurrence of an Event of Default, to any other person or third party as well.

18.5 You acknowledge and agree that, notwithstanding the terms of any other agreement between You and the Bank, the disclosure by the Bank of information relevant to You and the Facility in the circumstances contemplated in this clause does not violate any duty owed to You either in common law pursuant to any agreement between the Bank and You or in the ordinary course of banking business and the customs, usage and practice related thereto and further that the disclosure as aforesaid may be made without reference to or further authority from You and without inquiry by the Bank as the justification or validity of such disclosure.

19. Miscellaneous

19.1 Time shall be of the essence in respect of Your obligations hereunder.

19.2 No delay or omission on the part of the Bank in exercising any right or power in respect of the Facility shall impair such right or power, and any single or partial exercise shall not preclude any other or further exercise of any such right or power. The rights and remedies of the Bank in respect of the Facility are cumulative and not exclusive of any right or remedy provided by law and the Borrower expressly agrees and covenants with the Bank that the Borrower shall not plead limitation under the Limitation of Actions Act (Chapter 22 of the Laws of Kenya)".

20. Privacy and Data Protection

20.1 KCB Bank is required by law to collect certain personal data and are legally obligated to deny you the service if such information is not available. Apart from the legal obligation mentioned above, KCB Bank also needs to collect your Personal Data for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

20.2 You hereby explicitly and unambiguously consent to the collection, use and transfer of personal data,



between KCB Bank and affiliates for the purpose of effecting/implementing, administering and securing the Facility(ies).

20.3 KCB Bank may disclose, respond, advise exchange and communicate the details or information pertaining to your Facility (ies) to third parties involved in the administration of your account, underwriting of insurance policies, updating of databases, or provision of user support.

20.4 You consent to receiving notifications, SMS', calls, emails and other forms of communication from the KCB Bank in respect to the Facility(ies) and other KCB Bank products.

20.5 KCB Bank is committed to respecting and protecting the privacy of the Personal Data collected from you. KCB Group Plc privacy statement <https://ke.kcbgroup.com/data-privacy-statement>, as updated from time to time, explains how we treat your Personal Data, who we share your Personal Information with and measures taken protect your privacy when you use our Services. This can be found on KCB Data Privacy Statement accessible on our website.

21. Notices

Every notice, request or other communication shall be:

21.1

- a) in writing delivered personally to your address as specified on the Application Form; or
- b) by email or registered post to your address as specified on the Application Form or
- c) via SMS to your contact information as provided on your Application Form or your Account Opening documents, or
- d) Published on the Bank's official Website www.kcbgroup.com; or
- e) Displayed or published by us in our banking hall(s); or
- f) By public notices published in a newspaper of national circulation; or
- g) published on our website www.kcbgroup.com, or we have given you reasonable notice by other means as we deem appropriate in the circumstances;

21.2 such notice shall be deemed to have been received by You, if delivered by hand, at the time delivery or if sent by registered post, seven (7) days after the date of posting (notwithstanding that it be undelivered or returned undelivered) and

c) be sent: -

- (i) to You at the address set out above; and
- (ii) to the Bank at the address shown above, or to such other address in Kenya as may be notified in writing by the one Party to the other. All communications to the Bank shall be effective

only on actual receipt by the Bank.

Notice provided by email, SMS or publication in our branches, website or in a newspaper shall be deemed delivered and effective from the date of delivery and/or publication.

You must notify us immediately in writing of any change to Your personal information including but not limited to address, phone number(s), and occupation/business activity.

22. Law

22.1 This Agreement shall be governed by and construed in all respects in accordance with the Laws of Kenya.

22.2 Unless otherwise provided herein, any and all disputes arising under, pertaining to or touching upon this Agreement or the statutory rights or obligations of either party hereto, shall, if not settled by negotiation, be subject to mediation before an independent mediator selected by the parties.

22.3 Nothing in this paragraph shall limit the right of the Bank to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking or proceedings at one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

23. Acceptance

23.1 Notwithstanding any provisions contained herein (including the expiry dates of the Facility), the provisions herein shall, unless the Bank in its sole discretion decides otherwise by notice in writing to You, continue in full force and effect until any renewal, extension or replacement contract has been offered to and accepted by You.

23.2 The offer contained herein is available to You for acceptance for a period of thirty days from the date of this offer (the "Commitment Expiry Date") after which date the offer may be revoked at the Bank's discretion.

24. Cooling Off

24.1 You acknowledge that we have advised you about your right to seek independent professional advice on the terms and conditions herein in order to enable You understand their implications.

24.2 You acknowledge that you may withdraw your application for the loan facility at any time before it is approved or before the funds are credited into your account.

You acknowledge that you have the right to cancel or withdraw your application for the facility at any time before or during the application

process and acceptance period.

25. Customer Complaints

25.1 Complaints may be made in person, in writing, by post, email or by telephone to our Contact Centre. For purpose of reporting a complaint, the following may be used: SMS number 5222 and WhatsApp number 0711 087087.

25.2 The Bank will take all measures within its means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with the Bank's complaints handling procedures, which are available on request from any Bank Branch or the Contact Centre. Where a notification regarding your complaint or any other matter is expected from the Bank but not received, you may make a further complaint within a reasonable time after non-receipt of such notification.

25.3 Applicable tariffs will be charged by your telephone and internet service provider(s) when communicating with the Contact Centre.

26. Amendments to these Terms and Conditions

26.1 The Bank reserves the right to vary, amend, supplement or replace all or any of these Terms from time to time in the event of any change in applicable law or regulation or in the application or interpretation thereof or the occurrence of any event which in the sole opinion of the Bank, materially affects the relationship with the customer subject to the requirements of any statute.

26.2 Any such variations or amendments may .communicated to you in line with the notice provisions of these Terms, any, unless a shorter period is required by law, such variations and amendments shall take effect immediately upon the lapse of thirty (30) days' notice issued by the Bank informing you about the variations or amendments.

26.3 If you do not accept the supplement or amendment to these Terms, the Facility granted under this Agreement may become immediately due and payable. If you continue to use the Facility after the amendment takes effect, you are deemed to have accepted the amendment without reservation.

