

PART A LOAN APPLICATION FORM

This loan application form Part A, together with Parts B and C overleaf when approved in accordance with the terms of Part B, constitutes a legally binding agreement between the loan applicant ("The Borrower") and Money Quest Investments (Pty) Ltd, a subsidiary of Bayport Management Limited ("The Lender").

1 CUSTOMER DETAILS

TITLE	<input type="text"/>	SURNAME	<input type="text"/>
FIRST NAMES	<input type="text"/>	GENDER	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
MARITAL STATUS	<input type="text"/>	DATE OF BIRTH	<input type="text"/> Y Y Y Y / <input type="text"/> M M / <input type="text"/> D D
OMANG/PASSPORT NO	<input type="text"/>	DATE OF RETIREMENT	<input type="text"/> Y Y Y Y / <input type="text"/> M M / <input type="text"/> D D
RESIDENTIAL STATUS	<input type="checkbox"/> OWNER <input type="checkbox"/> RENT	PERIOD AT PRESENT ADDRESS	<input type="text"/> YEARS <input type="text"/> MONTHS
PLOT NUMBER	<input type="text"/>		
NUMBER OF CHILDREN	<input type="text"/>	NUMBER OF DEPENDANTS	<input type="text"/>
EMAIL ADDRESS	<input type="text"/>		
	PHYSICAL ADDRESS		POSTAL ADDRESS
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
HOME VILLAGE	<input type="text"/>	CITY/TOWN	<input type="text"/>
KGOTLA/WARD	<input type="text"/>		
WORK TEL NO	<input type="text"/>	HOME TEL NO	<input type="text"/>
MOBILE TEL NO	<input type="text"/>		

2 DETAILS OF A FAMILY MEMBER

SURNAME	<input type="text"/>		
FIRST NAMES	<input type="text"/>	TITLE	<input type="text"/>
	PHYSICAL ADDRESS	RELATIONSHIP TO CLIENT	<input type="text"/>
	<input type="text"/>		
	<input type="text"/>	MOBILE TEL NO	<input type="text"/>
	<input type="text"/>	HOME TEL NO	<input type="text"/>
HOME VILLAGE	<input type="text"/>	WORK TEL NO	<input type="text"/>
KGOTLA/WARD	<input type="text"/>		
EMAIL ADDRESS	<input type="text"/>		

3 EMPLOYMENT DETAILS

EMPLOYER'S NAME	<input type="text"/>	EMPLOYMENT START DATE	<input type="text"/> Y Y Y Y / <input type="text"/> M M / <input type="text"/> D D
WORKPLACE	<input type="text"/>	EMPLOYEE NO/PAYROLL NO	<input type="text"/>
AREA	<input type="text"/>	OCCUPATION	<input type="text"/>
DISTRICT	<input type="text"/>	DIVISION	<input type="text"/>
CITY/TOWN	<input type="text"/>	DEPARTMENT	<input type="text"/>
LOCATION CODE	<input type="text"/>	DEPT CODE	<input type="text"/>
TYPE OF EMPLOYMENT	<input type="checkbox"/> PERMANENT <input type="checkbox"/> CONTRACT (IF CONTRACT THEN COPY OF CONTRACT MUST BE ATTACHED)		
EMPLOYEE TYPE (PPS, PPM, IC)	<input type="text"/>	SALARY PAID MONTHLY ON	<input type="text"/> D D WEEKLY <input type="text"/> M T W T F
PAYROLL CONTACT NAME	<input type="text"/>		
PAYROLL CONTACT TEL NO	<input type="text"/>	PAYMENT METHOD	<input type="text"/>
BANK NAME THAT SALARY PAID INTO	<input type="text"/>		
BRANCH NAME	<input type="text"/>	ACCOUNT TYPE	<input type="text"/>
BANK ACCOUNT NO	<input type="text"/>		

PART A LOAN APPLICATION FORM (CONTINUED)

4 PURPOSE OF THE LOAN			
<input type="checkbox"/> SMME - SMALL BUSINESS	<input type="checkbox"/> EDUCATION - SELF	<input type="checkbox"/> EDUCATION - DEPENDENT	<input type="checkbox"/> AGRICULTURE - LIVESTOCK
<input type="checkbox"/> AGRICULTURE - MACHINERY/TOOLS	<input type="checkbox"/> AGRICULTURE - LAND	<input type="checkbox"/> HOUSING - HOME EXTENSION & IMPROVEMENT	<input type="checkbox"/> HOUSING - MORTGAGE
<input type="checkbox"/> BUILDING MATERIALS & CONSTRUCTION	<input type="checkbox"/> MOTOR VEHICLES	<input type="checkbox"/> MOTORCYCLES	<input type="checkbox"/> FUNERAL
<input type="checkbox"/> WEDDING	<input type="checkbox"/> HEALTH		
OTHER (PLEASE SPECIFY) <input style="width: 75%; border: 1px solid black;" type="text"/>			

5 AFFORDABILITY CALCULATIONS			
NET SALARY (AS SHOWN ON PAYSIP)	<input type="text"/>	<input type="text"/>	<input type="text"/>
LESS: ALLOWANCES	<input type="text"/>	<input type="text"/>	<input type="text"/>
SUB TOTAL			
ADD: EXISTING BAYPORT LOAN REPAYMENTS	<input type="text"/>	<input type="text"/>	<input type="text"/>
ADD: EXISTING 3RD PARTY LOAN REPAYMENTS	<input type="text"/>	<input type="text"/>	<input type="text"/>
SUB TOTAL			
LESS: MEANS ASSESSMENT	<input type="text"/>	<input type="text"/>	<input type="text"/>
LESS: NEW: TOTAL MONTHLY INSTALMENT	<input type="text"/>	<input type="text"/>	<input type="text"/>
PAYROLL SURPLUS	<input type="text"/>	<input type="text"/>	<input type="text"/>

MEANS ASSESSMENT:
 PPS P 1 300
 PPM P 1 500
 IC P600

The Borrower is requested to share information regarding their other living expenses and financial obligations not shown on the pay slips.

6 LOAN PRINCIPAL DETAILS			
PRINCIPAL AMOUNT	<input type="text"/>	<input type="text"/>	<input type="text"/>
ADMINISTRATION FEE	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL LOAN AMOUNT	<input type="text"/>	<input type="text"/>	<input type="text"/>
(A) MONTHLY LOAN REPAYMENT	<input type="text"/>	<input type="text"/>	<input type="text"/>
LOAN PERIOD	<input type="text"/>	MONTHS	
TOTAL MONTHLY COST OF CREDIT RATE	<input type="text"/>	<input type="text"/>	%
TYPE OF LOAN	<input type="checkbox"/> SHORT TERM	<input type="checkbox"/> LONG TERM	

7 INSURANCE DETAILS			
INSURANCE PREMIUM IS A % OF MONTHLY LOAN REPAYMENT			
(B) MONTHLY INSURANCE PREMIUM	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL MONTHLY COST OF CREDIT RATE	<input type="text"/>	<input type="text"/>	%
DO YOU HAVE AN EXISTING CREDIT PROTECTION POLICY? <input type="checkbox"/> Y <input type="checkbox"/> N			

A customer has the right to provide a Credit Protection Policy of their own as collateral. Proof of such policy must be provided to ensure that the alternative policy provides the same benefits, or at least provides the minimum prescribed benefits.

8 PAYMENT DETAILS			
(A) MONTHLY LOAN REPAYMENT	<input type="text"/>	<input type="text"/>	<input type="text"/>
(B) MONTHLY INSURANCE PREMIUM	<input type="text"/>	<input type="text"/>	<input type="text"/>
(A + B) TOTAL MONTHLY INSTALMENT	<input type="text"/>	<input type="text"/>	<input type="text"/>

9 CONSOLIDATION/REPLACEMENT LOAN			
WHO IS YOUR CURRENT LOAN WITH	<input style="width: 100%;" type="text"/>		
SETTLEMENT AMOUNT	<input type="text"/>	LAST PAYMENT DATE	<input type="text"/> / <input type="text"/> / <input type="text"/>
CHEQUE NO	<input type="text"/>	CHEQUE DATE	<input type="text"/> / <input type="text"/> / <input type="text"/>
EFT TRANSACTION NO	<input type="text"/>	EFT TRANSACTION DATE	<input type="text"/> / <input type="text"/> / <input type="text"/>

PART A LOAN APPLICATION FORM (CONTINUED)

10 TOTAL LOAN DETAILS

TOTAL PRINCIPAL LOAN AMOUNT	<input type="checkbox"/> B <input type="checkbox"/> W <input type="checkbox"/> P	<input style="width: 100%;" type="text"/>	-	<input style="width: 100%;" type="text"/>
TOTAL INTEREST	<input type="checkbox"/> B <input type="checkbox"/> W <input type="checkbox"/> P	<input style="width: 100%;" type="text"/>	-	<input style="width: 100%;" type="text"/>
TOTAL ADMINISTRATION FEE	<input type="checkbox"/> B <input type="checkbox"/> W <input type="checkbox"/> P	<input style="width: 100%;" type="text"/>	-	<input style="width: 100%;" type="text"/>
TOTAL COST OF INSURANCE	<input type="checkbox"/> B <input type="checkbox"/> W <input type="checkbox"/> P	<input style="width: 100%;" type="text"/>	-	<input style="width: 100%;" type="text"/>
TOTAL COLLECTABLE	<input type="checkbox"/> B <input type="checkbox"/> W <input type="checkbox"/> P	<input style="width: 100%;" type="text"/>	-	<input style="width: 100%;" type="text"/>

DATE / /

CONSULTANT NAME

CONSULTANT CODE

BRANCH NAME

BRANCH CODE

I HEREBY APPROVE THE ABOVE SETTLEMENT AMOUNT TO BE PAID TO THE 3RD PARTY SERVICE PROVIDER AS INDICATED ABOVE.

CUSTOMER SIGNATURE _____ LENDER REPRESENTATIVE SIGNATURE _____

11 APPROVAL FOR BANK DISBURSEMENT

NAME AS IT APPEARS ON BANK STATEMENT:

I, , hereby approve the amount of -

to be paid directly into my personal bank account No:

BANK NAME

BRANCH NAME

BRANCH CODE

ACCOUNT TYPE CHEQUE SAVINGS OTHER (SPECIFY)

12 MARKETING

May Bayport, or a third party appointed by us for this purpose, contact you for purposes of marketing our products and services via all media? Y N

If you have ticked the "yes" box, you consent to Bayport giving your personal information (which Bayport collects and processes as part of this application) to our marketing team, including our employees, third party service providers, subcontractors and agents (including, without limitation, origination agents) for purposes of contacting you regarding Bayport's products and services or related products and services. This contact may include telemarketing, SMS and email and/or any other means.

DECLARATION AND ACCEPTANCE

I have hereby applied for a loan in the amount fully disclosed in Part A. I confirm that I have read, understood and agreed to be bound by the terms contained in Part A, B, C, D and E and I have noted all costs and repayment details.

Signed at _____ on this ____ day of _____ 20____. Signed at _____ on this ____ day of _____ 20____.

Full Name of Borrower: _____ Full Name of Lender Representative: _____

Signature of Borrower: _____ Signature of Lender Representative: _____

FOR OFFICE USE ONLY

CLIENT EDUCATION LEVEL <input style="width: 100%;" type="text"/>	
ORIGINAL LATEST PAYSリップ RECEIVED <input type="checkbox"/> Y <input type="checkbox"/> N	PAY DATE ON PAYSリップ <input style="width: 100px;" type="text"/> / <input style="width: 100px;" type="text"/> / <input style="width: 100px;" type="text"/>
ORIGINAL LATEST BANK STATEMENT <input type="checkbox"/> Y <input type="checkbox"/> N	DATE ON BANK STATEMENT <input style="width: 100px;" type="text"/> / <input style="width: 100px;" type="text"/> / <input style="width: 100px;" type="text"/>
CERTIFIED COPY OF OMANG/PASSPORT <input type="checkbox"/> Y <input type="checkbox"/> N	ADMINISTRATOR'S NAME <input style="width: 100%;" type="text"/>
CREDIT BUREAU CHECK <input type="checkbox"/> Y <input type="checkbox"/> N	INTERNAL FILE NUMBER <input style="width: 100%;" type="text"/>
QC CHECKLIST ATTACHED <input type="checkbox"/> Y <input type="checkbox"/> N	APPROVAL CODE <input style="width: 100%;" type="text"/>
DEPARTMENT HEAD NAME AND SURNAME <input style="width: 100%;" type="text"/>	
QUALITY CONTROL NAME AND SURNAME <input style="width: 100%;" type="text"/>	
EMPLOYER CONFIRMATION <input type="checkbox"/> Y <input type="checkbox"/> N	STAMP <div style="border: 1px solid black; width: 100%; height: 100%;"></div>
EMPLOYER CONFIRMATION DATE <input style="width: 100px;" type="text"/> / <input style="width: 100px;" type="text"/> / <input style="width: 100px;" type="text"/>	
DEPARTMENT HEAD SIGNATURE _____	QUALITY CONTROL SIGNATURE _____

PART B CREDIT AGREEMENT: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. **"Agent"** means sales and/or field agents of the Lender, who are either employees of the Lender or third-party contractors who are authorised by the Lender to provide certain services to the Borrower on behalf of the Lender.
- 1.2. **"Agreement and/or this Agreement"** means collectively and as applicable:
 - 1.2.1. in respect of an Initial Loan – the Initial Loan Application Form, this Part B, Part C and Part D; and
 - 1.2.2. in respect of a Further Loan – the relevant Further Loan Application Form, this Part B, Part C and a new Part D, as it may be amended, supplemented, varied or novated from time to time. Any additional schedules or information provided are for reference purposes only, and do not form part of the Agreement.
- 1.3. **"Applicable Law/s"** means the laws, rules and regulations of Botswana.
- 1.4. **"Borrower"** means the person or party named in the Initial Loan Application Form or a Further Loan Application Form (as applicable).
- 1.5. **"Competent Authority"** means any governmental, judicial, regulatory or administrative authority or other applicable authority, agency, department, inspectorate, regulatory authority, commission, minister, ministry or other public or statutory person (whether autonomous or not) of Botswana, or of the government of Botswana or any political sub division in or of the government of Botswana.
- 1.6. **"Disbursement"** means payment by the Lender in accordance with clause 5.1 or clause 5.2 and **"Disburse"** shall have a similar meaning.
- 1.7. **"Effective Date"** means the date on which the Lender accepts the Initial Loan Application Form in accordance with clause 5.1.2 below.
- 1.8. **"Final Discharge Date"** means the date on which each Loan and any other amounts outstanding under this Agreement is fully, finally and irrevocably repaid by the Borrower or such other date as the Parties may agree.
- 1.9. **"Further Loan"** means a Loan Disbursed by the Lender pursuant to a Further Loan Application Form and in accordance with clause 5.2.
- 1.10. **"Further Loan Application Form"** means a loan application (other than in respect of an Initial Loan) concluded or deemed to be concluded either In Writing or Remotely (as applicable) by the Borrower, substantially in the form of, or substantially containing the information referred to in, Part A, pursuant to clause 5.2, clause 15.1.2 and/or clause 16 of this Agreement, which loan application form shall be annexed to, and form part of, this Agreement.
- 1.11. **"Bayport Group"** means, collectively, Bayport Management Limited (Registration No. 54787/CI/GBL) and all of its affiliates (including, but not limited to the Lender).
- 1.12. **"Initial Loan"** means a Loan Disbursed by the Lender pursuant to the Initial Loan Application Form and in accordance with clause 5.1.
- 1.13. **"Initial Loan Application Form"** means the loan application form attached to this Agreement marked "Part A: Loan Application" or substantially containing the information referred to in, Part A, and concluded either In Writing or Remotely (as applicable) by the Borrower in respect of the Initial Loan.
- 1.14. **"In Writing"** means the conclusion by the Borrower of a paper Loan Application Form by completing and signing the Loan Application Form in manuscript.
- 1.15. **"Lender"** means Money Quest Investments (Pty) Ltd, t/a Bayport Financial Services, a company duly registered and incorporated in accordance with the laws of Botswana.
- 1.16. **"Loans"** means:
 - 1.16.1. an Initial Loan; and/or
 - 1.16.2. a Further Loan, and "Loan" means any one of them as the context requires.
- 1.17. **"Loan Application Forms"** means:
 - 1.17.1. the Initial Loan Application Form; and/or
 - 1.17.2. each Further Loan Application Form, and "Loan Application Form" means any one of them as the context requires.
- 1.18. **"Other Loans"** means any loan:
 - 1.18.1. owing by the Borrower to the Lender from time to time; and
 - 1.18.2. which is not a "Loan" as defined above;
- 1.19. **"Outstanding Capital Balance"** in relation to any Loan means the sum of: (i) the unpaid capital balance of such Loan; (ii) any fees or charges that are due and payable in respect of such Loan; and (iii) the amount of any insurance premiums which have been paid by the Lender on behalf of the Borrower in accordance with clause 9.4.2 and which have not yet been repaid.
- 1.20. **"Outstanding Loan Balance"** in relation to any Loan means the sum of: (i) the Outstanding Capital Balance of such Loan; and (ii) any interest (including any arrears interest) that has accrued on such Loan under this Agreement and which has not yet been paid.
- 1.21. **"Part B"** means these master terms and conditions.
- 1.22. **"Part C"** means the section of this document that is identified as Part C below.
- 1.23. **"Part D"** means the section of this document that is identified as Part D below.
- 1.24. **"Parties"** means any party to this Agreement, being the Borrower and the Lender, and **"Party"** means any one of them as the context requires.
- 1.25. **"Policy Summary"** means the policy summary referred to in clause 9.3.1 attached to this Agreement as Annexure B.
- 1.26. **"Remote Channel"** includes but is not limited to the Agent's digital infrastructure, the Lender's website (accessible at www.bayportbotswana.com), USSD platform, text message, email, customer self-origination mobile application and/or call center and any other legally recognized physical or electronic channel, infrastructure, device, hardware and/or software as may be developed and offered by the Lender and allowing the Borrower to conclude a Loan Application Form.
- 1.27. **"Remotely"** means the conclusion by the Borrower of a Loan Application Form using a Remote Channel.
- 1.28. **"Replacement Loan"** means a replacement loan contemplated in clause 16 below.

- 1.29. **"Submission"** means the submission of a Remotely concluded Loan Application Form or other document by the Borrower via the applicable Remote Channel, and "Submit", "Submitted" and "Submitting" shall have a similar meaning.
- 1.30. **"Terms and Conditions"** means the terms and conditions set out in this Part B.
- 1.31. **"USSD Platform"** means software support provided by mobile phone network operators which enables the Borrower to carry out transactions and access his/her accounts via a mobile phone.
- 1.32. **Conflict of documents**
The terms of the Loan Application Forms are subject to the terms of this Part B. In the event of any conflict between any provision of this Part B and any provision of a Loan Application Form which is subject to the terms of this Part B, the provisions of this Part B shall prevail.

2. INTRODUCTION

- 2.1. The Lender has subject to clause 5 below, made and/or is willing to make each Loan available to the Borrower.
- 2.2. This Part B sets out the terms and conditions which are common and apply to each Loan.
- 2.3. The Parties accordingly agree that each Loan will be subject both to the terms and conditions contained in the relevant Loan Application Form and to this Part B.

3. DURATION

This Agreement shall be effective between the Borrower and the Lender on the Effective Date and will continue thereafter until the Final Discharge Date. For the avoidance of doubt, in the event that following the Final Discharge Date in respect of one Loan, the Lender accepts a/any Further Loan Application Form/s, these Terms and Conditions shall continue to apply to such Loan/s until the Final Discharge Date thereof.

4. DECLARATION AND AUTHORISATION BY THE BORROWER

- 4.1. The Borrower declares, agrees, and confirms that:
 - 4.1.1. all information provided by the Borrower to the Lender in connection with this Agreement is accurate true and correct and is sufficient for the Lender to conduct a financial needs analysis of the Borrower's financial situation;
 - 4.1.2. the Borrower has seen the schedule of information in each Loan Application Form, setting out the full details of each Loan, and this information accurately reflects the information that was shown and discussed with the Borrower before the Borrower signed and/or Submitted this Agreement and the relevant Loan Application Form;
 - 4.1.3. the Borrower has read this Agreement or it has been read to the Borrower;
 - 4.1.4. the Borrower understands the terms of this Agreement as explained to the Borrower in English and the Borrower is conversant in the English Language;
 - 4.1.5. the Borrower has sought and obtained independent legal and financial advice from its own adviser(s) regarding the terms of this Agreement, or has in his discretion dispensed with the need to do so;
 - 4.1.6. where this Agreement provides for repayment instalments to be deducted from the Borrower's salary the Borrower agrees that the Borrower may not unilaterally cancel any order or consent given pursuant to Part C until the Final Discharge Date;
 - 4.1.7. the Borrower is in a position both financially and legally to enter into this Agreement;
 - 4.1.8. the Borrower has disclosed to the Lender all relevant facts regarding the Borrower's current and expected future financial position;
 - 4.1.9. the Lender has made all required statutory disclosures to the Borrower in connection with this Agreement as are required under the Applicable Law.
- 4.2. The Borrower agrees that by signing/Submitting the Loan Application Forms and this Part B, the Borrower gives the Lender permission to:
 - 4.2.1. contact anyone to check that the information which the Borrower has given in each Loan Application Form is correct;
 - 4.2.2. receive, including but not limited to, the personal information and/or data on Borrower's account, call, transactional, mobile wallet and/or other activity from mobile operators and/or other third parties and agrees to mobile operators and/or other third parties providing such information and/or data to the Lender for marketing, credit underwriting and/or other commercial purposes;
 - 4.2.3. transmit to any credit bureau, data about each Loan Application Form pursuant to this Agreement;
 - 4.2.4. enquire with the credit bureaus to which the Lender transmits information to provide a credit profile and possibly a credit score on the creditworthiness of the Borrower to third parties;
 - 4.2.5. obtain details from any party about the Borrower's financial status and banking details including a credit record and payment history;
 - 4.2.6. give information about the Loans to any party, including any credit bureaus or credit assessment agency;
 - 4.2.7. assign the Lender's rights, title and interest herein to any third party;
 - 4.2.8. disclose any fraudulent information and/or activity by the Borrower to a Competent Authority;
 - 4.2.9. transmit to any credit bureaus notice of any non-compliance by the Borrower with the terms and conditions of this Agreement; and
 - 4.2.10. forward marketing material and offerings of other products offered by the Lender to the Borrower even after the Final Discharge Date.
- 4.3. The Borrower agrees that by signing or Submitting each Loan Application Form, the Borrower's bank is directed to release any financial information that the Lender may require relating to the Borrower's bank accounts. This information includes, but is not limited to:
 - 4.3.1. confirmation that the Borrower holds a bank account;
 - 4.3.2. confirmation of the bank account name and number, the branch at which the account is held, and the type of account;

PART B CREDIT AGREEMENT: GENERAL TERMS AND CONDITIONS (CONTINUED)

- 4.3.3. the time period for which the bank account has been active;
- 4.3.4. a statement relating to transactions that were conducted through the bank account;
- 4.3.5. the balance and turnover relating to the bank account;
- 4.3.6. the transactional history relating to the bank account;
- 4.3.7. an item analysis and reconciliation report indicating the date on which the funds are withdrawn from or deposited into the bank account; and
- 4.3.8. information relating to any other bank accounts held at the bank.
- 4.4. The Borrower agrees that by signing or Submitting each Loan Application Form the Borrower consents to the Lender contacting the Borrower's employer in order to obtain or confirm any details relating to the Borrower's employment which it deems relevant in protecting its rights in terms of this Agreement. Among other things, the Lender may confirm the status of the Borrower's employment, remuneration, date on which the Borrower gets paid, and the bank account into which the Borrower's salary is paid.
- 4.5. The Borrower agrees that by signing or Submitting each Loan Application Form the Borrower consents to the Lender obtaining any of the Borrower's personal information or other information it may deem relevant including information relating to the Borrower's financial status, banking details, credit record, payment history, residential and work address from any third party.
- 4.6. The Borrower agrees that by signing or submitting each Loan Application Form, the Borrower grants to the Lender or its nominee a power of attorney, to obtain all information and/or copies of documents required by the Lender of the Borrower, in terms of and/or pursuant to this Agreement.
- 5. APPLICATION, APPROVAL AND DISBURSEMENT OF LOAN**
- 5.1. Initial Loan**
- 5.1.1. The Borrower applies for an Initial Loan by completing the Initial Loan Application Form, this Part B, Part C and Part D of this Agreement either In Writing or Remotely (as applicable).
- 5.1.2. In the case of:
- 5.1.2.1. an Initial Loan Application Form concluded in Writing by the Borrower, the Borrower's signature of the Initial Loan Application Form will constitute an offer by the Borrower to the Lender, which the Lender may accept or decline at the Lender's sole discretion; and
- 5.1.2.2. an Initial Loan Application Form concluded Remotely by the Borrower. Submission of the Initial Loan Application Form Remotely, will constitute an offer by the Borrower to the Lender, which the Lender may accept or decline at the Lender's sole discretion.
- 5.1.3. Once the Lender has approved the Borrower's application by countersigning the documents referred to at clauses 5.1.2.1 or 5.1.2.2 as the case may be and making payment of the capital to the Borrower on the disbursement date, by way of cash, cheque or electronic fund transfer into the Borrower's bank account or mobile wallet, as indicated in the Initial Loan Application Form, the Borrower's offer as set out in the Initial Loan Application Form, this Part B, Part C and Part D is accepted as a loan agreement on such terms and conditions, and comes into force between the Borrower and the Lender.
- 5.2. Further Loans**
- 5.2.1. The Borrower applies for any Further Loan by completing a Further Loan Application Form and a new Part D (which will be read together with this Part B and Part C).
- 5.2.2. In the case of:
- 5.2.2.1. a Further Loan Application Form concluded In Writing by the Borrower, the Borrower's signature of any Further Loan Application Form and accompanying Part D will constitute an offer by the Borrower to the Lender, which the Lender may accept or decline at the Lender's sole discretion; and
- 5.2.2.2. a Further Loan Application Form concluded Remotely by the Borrower, Submission of the Further Loan Application Form and accompanying Part D will constitute an offer by the Borrower to the Lender, which the Lender may accept or decline at the Lender's sole discretion; and
- 5.2.3. Once the Lender has approved the Borrower's application for a Further Loan by countersigning the documents referred to at clauses 5.2.2.1 or 5.2.2.2 as the case may be and making payment of the capital to the Borrower on the disbursement date, by way of cash or electronic fund transfer or cheque into the Borrower's bank account or mobile wallet, as indicated in the Further Loan Application Form, the Borrower's offer as set out in the Further Loan Application Form and accompanying Part D (read together with this Part B and Part C) is accepted as a loan agreement on such terms and conditions, and comes into force between the Borrower and the Lender.
- 5.3. The Lender is under no obligation or duty to approve the Borrower's application for any Loan and may decline or reject the Borrower's applications for any reason whatsoever.
- 6. REMOTE CHANNELS**
- 6.1. The Lender may from time to time, in its sole and absolute discretion, offer the Borrower remote services that allow the Borrower to complete Loan Application Forms, without visiting the Lender's offices, via use of various Remote Channels and/or devices.
- 6.2. The Lender reserves the right to alter, improve, change, suspend, withdraw or restrict, any Remote Channels and remote services from time to time without any prior notification to the Borrower.
- 6.3. The Lender may establish relevant commission fee(s) for services with the Remote Channels.
- 6.4. To use the services with Remote Channels, the Borrower may be required to have a mobile phone, email and respective telephone number and/or other electronic device, as the case may be.
- 6.5. The Borrower represents that the telephone number and/or email address provided by him/her to the Lender is owned by him/her. Unless the Borrower notifies the Lender about any change in connection with this fact, the information sent to/received on and/or received from this telephone number and/or email address will be considered as sent/received by the Borrower.
- 6.6. The Borrower hereby acknowledges and undertakes to immediately notify the Lender if it changes, loses, cancels ownership and/or effects any other similar changes to his/her email and/or telephone number that may affect the provision of remote services through the Remote Channels.
- 6.7. The Borrower hereby acknowledges and confirms that the Lender may, at its sole discretion, record any and all information which have been sent or received by the Borrower's phone and/or email and store such information in the format and for the period as it considers necessary. The Borrower understands that the Lender may rely on this information and use it as evidence in case of any disputes.
- 6.8. The Borrower acknowledges and agrees that the Lender may establish restrictions or limits on the service with any Remote Channels without any notice to the Borrower.
- 6.9. The Borrower acknowledges that the Lender may adjust and/or restrict the range of services with Remote Channels at any time on a country-specific basis.
- 6.10. The Lender may suspend, withdraw or restrict the use of the Remote Channels by the Borrower if:
- 6.10.1. the Lender has reasonable grounds to suspect that the Borrower's security details have not been kept safe;
- 6.10.2. the Lender has reasonable grounds to suspect unauthorised or fraudulent use of the Borrower's security details; and/or
- 6.10.3. the Lender considers it appropriate for the Borrower's protection.
- 6.11. The Lender shall not be liable for any failure or suspension of the Remote Channels resulting from maintenance and upgrades to the Lender's systems or the systems of any third party used to provide Remote Channel services.
- 6.12. The Borrower shall bear the personal responsibility for any transaction requests/initiatives sent to the Lender by means of Remote Channels.
- 6.13. The Borrower acknowledges the risk and hereby agrees that any Loan Application Form sent through Remote Channels is not safe and consequently there exists a risk of unauthorised access of third party(ies) in the Remote Channel systems that may cause damage.
- 6.14. The Borrower undertakes in favour of the Lender to keep secure, and not disclose to any other person, any personal identification number provided to it by the Lender.
- 7. COOLING OFF PERIOD**
- 7.1. The Borrower may only cancel this Agreement within five (5) calendar days after signing the agreement where the principal amount was advanced.
- 7.2. The Borrower shall immediately repay the full principal amount advanced.
- 7.3. The Lender shall charge the Borrower the prorated cost of credit. If the Borrower cancels this Agreement pursuant to clause 7.1 above, then without prejudice to such other rights or remedies which the Lender may have in terms of this Agreement, the Lender may demand the immediate repayment of each Loan and other amounts accrued and unpaid under this Agreement (including any processing fee and interest).
- 8. INTEREST RATE**
- 8.1. Interest on each Loan will accrue on a daily basis, on the basis of a 365 (three hundred and sixty five) day year, on the Outstanding Capital Balance thereof, with effect from the relevant date of Disbursement and at the rate shown on the relevant Loan Application Form. Interest shall continue to accrue (before and after judgment) until the Outstanding Capital Balance has been repaid in full.
- 8.2. Interest shall be payable by the Borrower in accordance with clause 10.1. If the Borrower is late in paying any amount payable by it under this Agreement on its due date, interest will continue to accrue on the Outstanding Capital Balance of the Loan. For the avoidance of doubt, the late payment by the Borrower of any amount payable by it under this Agreement shall result in a greater amount of interest being payable than if such late payment had not occurred.
- 9. CREDIT LIFE INSURANCE**
- 9.1. For the Borrower's own protection, the Borrower understands that it is a condition of each Loan being granted that the Outstanding Loan Balance of such Loan is covered by a credit protection policy at the Borrower's cost and instance.
- 9.2. The Borrower acknowledges that they have the freedom to cover each Loan with a Credit Protection Policy of their choice but that such a policy should be acceptable to the Lender and must be ceded in security to the Lender for the period of the Loan until such a time as the Outstanding Loan Balance of the Loan is paid in full. The Borrower undertakes to ensure that the Lender's financial interest is endorsed on the Credit Protection Policy by the Credit Protection Policy provider.
- 9.3. In pursuance of clause 9.1 and 9.2 above, the Lender can provide Credit Protection Policy for the Loan as is required under this Agreement, as an option to the Borrower and as an authorised intermediary of Botswana Life Insurance Limited and or Botswana Insurance Company Limited (the Insurer). Should the Borrower elect to take up the aforesaid Credit Protection Policy offered by the Lender:
- 9.3.1. the Credit Protection Policy referred to in clause 9.3 is subject to the terms, conditions and exceptions detailed in the Credit Protection Policy attached hereto as Annexure A, which the Borrower acknowledges to have read. A Policy Summary is attached hereto as Annexure B;
- 9.3.2. the Borrower acknowledges that the Lender acts as an authorised intermediary for the Insurer but is not a representative as understood under the Applicable Law, and that no employee or contractor of the Lender is authorized to offer the Borrower any advice on the selection of the insurance policy or to compare it for the Borrower to any other insurance policy or lead the Borrower towards the choice of any particular insurance policy;
- 9.4. should the Borrower wish to cancel the above policy requested for at any time before the relevant Loan is paid in full, the Borrower acknowledges that he/she cannot do so without the prior written approval of the Lender and the Borrower further undertakes and acknowledges that he/she will be required to replace it with a paid up policy of equal benefit which meets the approval of the Lender and which must be ceded as security to the Lender. The Borrower grants the Lender full authority to:
- 9.4.1. together with the Borrower's monthly repayment of the Outstanding Loan Balance, deduct any premium due in terms of the relevant Credit Insurance Policy from the Borrowers bank account or from his/her salary as the case may be and pay such premium successfully deducted to the relevant insurer on the Borrower's behalf and continue to deduct such premiums for the period that the

PART B CREDIT AGREEMENT: GENERAL TERMS AND CONDITIONS (CONTINUED)

Borrower's insurance cover is in force and whilst there is still an Outstanding Loan Balance; and/or

9.4.2. pay any premium due in terms of the relevant Credit Protection Policy to the relevant insurer on the Borrower's behalf, in which case, the amount of any such premium paid shall be added to the Outstanding Capital Balance of the relevant Loan.

9.5. The Borrower understands that any failure to pay the agreed premium may result in the termination of the policy and the Outstanding Loan Balance becoming due and payable immediately to the Lender.

9.6. The Borrower acknowledges that in the event of default for reasons outside the scope of the insurance cover, the Borrower or his/her estate will be liable for the settlement of the outstanding amount.

9.7. Notwithstanding any insurance that may be in effect in respect of the Loan or the repayment thereof, the Borrower remains liable for the repayment of the Loan in terms of this Agreement until its actual repayment.

10. REPAYMENT

10.1. The Borrower agrees to repay the Outstanding Loan Balance of each Loan on the terms of this Agreement via a monthly instalment as shown in the relevant Loan Application Form or as communicated to the Borrower via a Remote Channel.

10.2. The first instalment payable under this Agreement shall be as stipulated in the relevant Loan Application Form.

10.3. Without prejudice to the provisions of Clauses 10.1 and 10.2, the Lender may at its sole discretion collect each instalment due under this Agreement on the Borrower's salary day ("Collection Day") or at any time when funds are available in the Borrower's bank account and/or the Borrower's mobile wallet. The Borrower acknowledges that any such collection by the Lender does not constitute a waiver of the Lender's rights to enforce payment of any instalment under the provisions of clauses 11 and 12 and is an indulgence granted to the Borrower by the Lender.

10.4. The Lender may from time to time provide the Borrower with schedule/s setting out, without limitation, the anticipated repayment timeline in respect of the Loan and the aggregate amount that the Borrower shall be required to repay over that period ("Schedules"). The Borrower acknowledges and agrees that these Schedules are based on certain assumptions which may not hold true. The Schedules are provided for reference purposes only and do not form part of this Agreement. For the avoidance of doubt, in the event of any conflict between any provision of this Part B and any such Schedule, the provisions of this Part B shall prevail.

11. DIRECT DEBIT MANDATE

11.1. By signing the Direct Debit Authorisation and Instruction included in Part D (or, in respect of a Further Loan, a new Part D) of this Agreement, the Borrower authorises the Lender to satisfy the Borrower's payment obligations under a Loan by making a charge against a bank account held by the Borrower.

11.2. The Borrower acknowledges that the Lender is under no obligation to obtain payment of the Borrower's obligations solely by making a charge against a bank account held by the Borrower, and that it has a right at any time to call for payment by other methods, including without limitation by way of deductions, from the Borrower's salary or directly from the Borrower.

11.3. The Borrower agrees that should funds not be available at the time that the direct debit is presented to the Borrower's bank, the Lender may continue presenting the unpaid debit instruction for as long as it chooses to do so.

11.4. The Borrower remains fully liable and responsible for payments of all amounts due and payable under this Agreement notwithstanding any failure by the Lender or any other person to effect payment thereof by way of making a charge against a bank account held by the Borrower.

11.5. The Borrower is responsible for all bank charges, charged by the Borrower's bank to the Borrower, for all attempts to effect this payment.

11.6. The Borrower will immediately notify the Lender if the Borrower changes the bank account into which the Borrower's salary is paid, as indicated in the relevant Loan Application Form.

12. COLLECTION FROM EMPLOYER

12.1. By signing the Payroll Instruction in Part C of this Agreement, the Borrower has authorised the Lender to satisfy the Borrower's payment obligations under a Loan by way of deductions directly from the Borrower's salary. The Borrower acknowledges that the Lender is under no obligation to seek payment solely by way of deductions from the Borrower's salary and that it has a right at any time to call for payment by other methods including without limitation by way of making a charge against the Borrower's bank account or directly from the Borrower.

12.2. In the event that the Borrower fails to make payment of any amount payable under any Other Loan on the due date thereof, the Borrower, by signing the Payroll Instruction in Part C of this Agreement, further authorises the Lender to satisfy such payment obligations by way of deductions directly from the Borrower's salary.

12.3. The Borrower remains fully liable and responsible for payment of all amounts due and payable under this Agreement and any Other Loan notwithstanding any failure by the Lender or any other person to effect payment thereof by way of a deduction from the Borrower's salary.

12.4. The Borrower will immediately notify the Lender if the Borrower changes employer, as indicated in each relevant Loan Application Form.

12.5. The Lender may deduct all amounts outstanding from the Borrower's employment benefits at termination resulting from, but not limited to, desertion, early retirement, normal retirement, dismissal or medical reasons.

13. EARLY SETTLEMENT

13.1. The Borrower has the option of making an early settlement of a Loan prior to the relevant maturity date of that Loan being settled.

13.2. The settlement amount is equal to the Outstanding Loan Balance at the time of settlement plus an early settlement fee equivalent to three (3) months interest. The interest is calculated at the rate which loan was acquired.

13.2. Any settlement made under this clause 13 shall be valid for seven days after which a new early settlement quote shall be required.

14. REFUNDS

14.1. In the event of over-recovery at payroll, such amounts that the Lender over-recovers pursuant to exercising its entitlement under clause 13, will be refunded to the Borrower to the extent that all amounts due or overdue and in arrears are recovered first.

15. DEFAULT

15.1. If an event of default (as defined in clause 15.3) occurs, the Lender shall be entitled (but not obliged and without prejudice to any other rights which the Lender may have) to:

15.1.1. demand immediate repayment of the Outstanding Loan Balance of all or any of the Loans (or any part thereof); and/or

15.1.2. after having given the Borrower at least 30 calendar days notice, the Lender shall reschedule all or any of the Loans (or any part thereof), in which case:

15.1.2.1. the total Outstanding Loan Balance of such existing Loans will be calculated by the Lender;

15.1.2.2. the Lender will be deemed to have made a further Loan to the Borrower in an amount equal to the Outstanding Loan Balance (the "Rescheduled Loan") and to have settled the Outstanding Loan Balance, for and on behalf of the Borrower, from the proceeds of the Rescheduled Loan;

15.1.2.3. a Further Loan Application Form in respect of the Rescheduled Loan will be deemed to have been executed by the Borrower and submitted to the Lender in accordance with the terms of this Agreement;

15.1.2.4. the Rescheduled Loan will be repayable by the Borrower to the Lender in accordance with the provisions of the Further Loan Application Form and the other terms and conditions of this Agreement; and

15.1.2.5. the Lender shall also be entitled (but not obliged and without prejudice to any other rights which the Lender may have) to reschedule all or any of the Other Loans (or any part thereof) together with any Loans which it elects to reschedule in terms of clauses 15.1.2.1 to 15.1.2.4 (both inclusive); and/or

15.1.3. reschedule the dates for repayment of the Outstanding Loan Balance; and/or

15.1.4. suspend any amounts available but undrawn under any Loan; and/or

15.1.5. terminate this Agreement.

15.2. If an event of default (as defined in clause 15.3) occurs the Lender may commence legal proceedings to enforce this.

15.3. An event of default will have occurred where:

15.3.1. the Borrower fails to make payment of any amount payable to the Lender on the due date thereof, irrespective of whether such amount is payable under any Loan, any Other Loan or otherwise;

15.3.2. the Borrower's employment is terminated;

15.3.3. the Borrower breaches any of the provisions of this Agreement;

15.3.4. the Borrower commits any act of insolvency;

15.3.5. the Borrower makes a false representation and/or provides incorrect information in any Loan Application Form;

15.3.6. the Borrower dies;

15.3.7. the Borrower does anything to prejudice the Lender's rights in terms of this Agreement; and/or

15.3.8. the Credit Protection Policy in respect of any Loan terminates and the Borrower fails to replace such Credit Protection Policy to the satisfaction of the Lender.

15.4. No relaxation or indulgence which the Lender may show to the Borrower shall in any way prejudice or be deemed to be a waiver of its rights and, in particular, no acceptance by the Lender of payment after a due date (whether on one or more occasions) nor any other act or omission by the Lender shall preclude or estop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due dates or by reason of any subsequent breach by the Borrower.

16. EXISTING LOAN REFINANCING

16.1. The Borrower may request a Further Loan for the purposes of settling an existing Loan ("Replacement Loan"). The amount of that Replacement Loan may include a request for additional capital as well.

16.2. The Borrower may apply for a Replacement Loan by completing a Further Loan Application Form and a new Part D (which will be read together with this Part B and Part C).

16.3. The Parties agree that any Replacement Loan shall be governed by the terms of this Agreement.

16.4. If the Lender approves a Further Loan Application Form (by countersigning such form) in respect of a Replacement Loan, then the settlement value of the existing Loan shall be the sum of: (i) the Outstanding Loan Balance; and (ii) any breakage penalties, if applicable ("Settlement Value").

16.5. The Settlement Value plus, if applicable, the amount of any additional capital disbursed pursuant to the Further Loan Application Form will constitute the Replacement Loan.

16.6. A Replacement Loan will be applied or deemed to have been applied by the Lender as follows:

16.6.1. in settlement and discharge of the relevant existing Loan in an amount equal to the Settlement Value; and

16.6.2. if applicable, by making payment of any additional approved capital (as per the relevant Further Loan Application Form) to the Borrower on the relevant disbursement date, by way of cash, cheque or electronic fund transfer into the Borrower's bank account or mobile wallet as indicated in the Further Loan Application Form, and upon such payment (or deemed payment) the Borrower's offer as set out in the Further Loan Application Form and accompanying Part D (read together with this Part B and Part C) is accepted as a loan agreement on such terms and conditions, and comes into force between the Borrower and the Lender.

17. LEGAL COSTS

17.1. So far as permitted by Applicable Law, the Borrower agrees to repay all expenses and legal costs incurred by the Lender or incurred on its behalf in the recovery of any overdue payment.

PART B CREDIT AGREEMENT: GENERAL TERMS AND CONDITIONS (CONTINUED)

- 17.2. Upon the occurrence of an event of default (as defined in clause 15.3), the Borrower shall be liable for the following fees and charges (as applicable):
- 17.2.1. default administration charges;
 - 17.2.2. tracing fees;
 - 17.2.3. attorney's or debt collectors' costs on the attorney and client scale or the tariff agreed with the debt collector; and
 - 17.2.4. collection costs including collection commission incurred by the Lender in respect of the enforcement of the Borrower's payment obligations under this Agreement.
- 18. NON-VARIATION**
- 18.1. Save as contemplated in this clause 18, no change to this Agreement or any waiver of rights contained therein or any cancellation thereof will be of force or effect unless:
- 18.1.1. recorded in writing and signed by or on behalf of both the Lender and the Borrower; or
 - 18.1.2. recorded Remotely, and accepted by the Borrower via the applicable Remote Channel.
- 18.2. The Lender may, in its sole and absolute discretion, unilaterally amend these Terms and Conditions by sending the Borrower a notice of any proposed amendment/s via any Remote Channel at least 7 calendar days in advance of the effective date thereof.
- 18.3. The Borrower shall have a period of 7 calendar days from the delivery of such notice within which to object to the relevant proposed amendment/s, failing which, the Borrower will be deemed to have agreed to the proposed amendments and these Terms and Conditions shall be amended accordingly with effect from the effective date set out in the notice.
- 18.4. In the event that the Borrower does object to the relevant proposed amendment/s within the aforementioned 7 calendar day period, without advancing any valid reason that will show undue prejudice to the Borrower, the Agreement will terminate and the Outstanding Loan Balance (including interest payable) shall become immediately due and payable. Should the Borrower advance reasons which demonstrate undue prejudice to the Borrower, the Borrower will be engaged further and if the matter cannot be resolved between the Parties, the matter will be referred to arbitration in accordance with clause 27 below. The Borrower's obligations under the Agreement will remain and the Borrower must continue to make all payments under the Agreement despite the arbitration process.
- 19. CESSION**
- 19.1. The Lender shall be entitled to transfer all or any its rights in terms of this Agreement to any member of the Bayport Group after having given the Borrower at least 30 calendar days notice. Where such transfer is effected, unless instructed otherwise, the Borrower must continue to pay the original Lender in its capacity as agent for the third party.
- 19.2. The Lender shall, upon notice thereof to the Borrower, be entitled to transfer all or any its rights in terms of this Agreement to any other third party. Where such transfer is effected, unless instructed otherwise, the Borrower must continue to pay the original Lender in its capacity as agent for the third party.
- 20. ALLOWANCES**
- Should the Lender not take legal action against the Borrower when the Borrower fails to make a payment on a due date or when the Borrower breaches any other terms of this Agreement, this does not mean that the Lender has given up its right to legal action or to exercise any other right.
- 21. JURISDICTION**
- This Agreement is governed by the laws of Botswana and the Borrower agrees that the courts of Botswana have non-exclusive jurisdiction to hear or deal with any dispute that arises in connection with this Agreement.
- 22. ADDRESSES (DOMICILIA CITANDI ET EXECUTANDI)**
- All notices by either Party to the other must be in writing and sent by registered post or delivered by hand or Remotely to:
- 22.1. the Lender as reflected in each relevant Loan Application Form; and
 - 22.2. the Borrower at the Borrower's chosen address as reflected in each relevant Loan Application Form.
- Where notices are delivered by the Borrower to the Lender, a signature acknowledging the date and fact of receipt must be obtained. The Lender and the Borrower choose the Borrower's respective addresses as given above (or any changed address within Botswana notified to the other in the same way) as the place where all documents, notices, legal letters and other legal process may be sent or delivered.
- 23. PRIVACY CLAUSE**
- 23.1. The Lender shall treat the Borrower's personal information / data as private and confidential. Nothing about the Borrower's accounts nor name and address will be disclosed to anyone other than in the following exceptional circumstances:
- 23.1.1. where the Lender is legally compelled to do so, e.g.: Credit Reference Bureau
 - 23.1.2. where it is in the public interest to disclose such information
 - 23.1.3. where the Lender's interests require disclosure, e.g.: Employees, Bank and Insurance
 - 23.1.4. where disclosure is made at the Borrower's request or with the Borrower's written consent;
 - 23.1.5. where disclosure to any third party by the Lender is necessary to enforce collection or recovery of payments due to the Lender in terms of this Agreement;
 - 23.1.6. where disclosure to any third party by the Lender is necessary to enforce collection or recovery of the Outstanding Loan Balance of each relevant Loan upon the occurrence of an event of default (as defined in clause 15.3) by the Borrower and/or termination of this Agreement; and
 - 23.1.7. where disclosure to any third party is necessary to enable the Lender to vet the Borrower in terms of credit-worthiness in order to give the Lender comfort to proceed with execution of this Agreement or any Further Loan Application Form.
- 23.2. The Borrower hereby acknowledges and agrees that the Lender may, for the purposes identified in clause 23.1.1 to 23.1.7 above, process the information / data regarding the Borrower, including without limitation, the Borrower's personal information.
- 23.3. Processing of information / data by the Lender as referred to above shall mean, without limitation, any action in connection with the information / data, in particular, the collection, acquisition, recording, audio recording, video recording, organising, storage, alteration, restoration, revocation, use, disclosure, transfer, blocking, combination, destruction, dissemination of the information / data received from the Borrower and/or any other third person(s) Remotely or in writing.
- 23.4. Data processing by the Lender through Remote Channels shall also include recording the Borrower's activity on such Remote Channels and the use of such collected data at the discretion of the Lender.
- 23.5. The Borrower acknowledges and agrees that data processing by the Lender is necessary (i) to consider the Borrower's Loan Application Forms; (ii) for the protection of the Lender's legal interests; and (iii) for other purposes as determined under the Applicable Law.
- 23.6. If the Applicable Law requires the Borrower's consent for the processing of his/her data, any consent given by the Borrower electronically and/or materially shall be considered as duly authorised by the Borrower and be binding for the Parties.
- 23.7. The Borrower agrees to the Lender receiving, including but not limited to, the personal information and/or data on any applicable Remote Channel and agrees to a third party providing such information and/or data to the Lender for marketing, credit underwriting and/or other commercial purposes considered under these Terms and Conditions.
- 24. NON-DISCRIMINATION**
- It is the policy of the Lender to maintain an environment at its business premises and in all its communication that is free from discrimination on the basis of gender, race, tribe or religion, where the Borrower will be treated with the utmost dignity and respect in accordance with the rights and freedoms as enshrined in the Applicable Law]. Likewise, it is expected that the Borrower will not discriminate against an employee(s) of the Lender in any way.
- 25. WHOLE AGREEMENT**
- 25.1. The Agreement sets out the entire agreement between the Borrower and the Lender concerning each of the Loans and supersedes any representations, warranties, course of dealing or agreements (written or oral) previously made between the Borrower and the Lender.
- 25.2. The Borrower confirms and acknowledges that in entering this Agreement the Borrower has not relied on any representation or statement other than those set out in this Agreement.
- 25.3. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall be treated as if it had never been written (pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.
- 26. DISPUTE RESOLUTION**
- 26.1. Any dispute which may arise in terms of this Agreement shall be referred for consideration and resolution to the Managing Director (MD) or Chief Executive Officer (CEO) of the Lender. See page 13 for dispute resolution and complaints procedure.
- 27. ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG)**
- 27.1 The client shall comply with all applicable environmental, social and labour laws and regulations in the jurisdiction in which the client lives and/or conducts their activities. The client shall also comply with the Harmonized EDFI Exclusion List which can be found on https://edfi-website-v1.s3.fr-par.scw.cloud/uploads/2021/02/EDFI-Exclusion-List_-September-2011.pdf.

PART C

PAYROLL INSTRUCTION

In pursuance of the conditions on which the Loans, as reflected in each relevant Loan Application Form, have been granted, I hereby irrevocably instruct the payroll department of my employer at the Effective Date, to deduct the instalments as reflected in each relevant Loan Application Form from my remuneration until the contractual amount has been repaid in full. The instalment amount may be varied at the request of the Lender in the event of a general increase or decrease in the rates applicable to the relevant Loans, or where the instalments are increased as a result of the Lender extending me Further Loans, or are rescheduled as a result of default or other arrangements. A variation as aforementioned will result in the total contractual amount being adjusted accordingly

I acknowledge that each Loan would not have been granted to me had my employer not concluded an agreement with the Lender in terms whereof my employer is contractually bound to make the aforementioned deductions. Having regard to this I further acknowledge that the deductions made in accordance with this payroll instruction in respect of any relevant Loan may only be discontinued when I leave the employment as indicated in the Loan Application Forms; or that Loan has been repaid in full; or where the Lender in writing consents to the discontinuation thereof.

Should my employment be terminated before the Loans have been repaid in full I hereby authorise my employer to deduct the then Outstanding Loan Balance of each Loan from all amounts that become payable to me as a result of the termination of my employment and further instruct the Lender to

continue recovering the Outstanding Loan Balance through my bank account or through payroll deductions from my remuneration due to me from my new employer, post termination, until the Outstanding Loan Balance of each Loan is extinguished.

In the event that I am granted any Other Loans by the Lender and fail to make payment of any amount payable to the Lender thereunder on the due date thereof, I hereby irrevocably instruct the payroll department of my employer to deduct such amounts from my remuneration. In such circumstances, the provisions of this payroll instruction shall apply to the Other Loans on the same basis as the Loans.

Signed at _____ on this ____ day of _____ 20 ____ .

Full Name of Borrower: _____

Signature of Borrower: _____

PART D

DIRECT DEBIT AUTHORISATION AND INSTRUCTION

Payment Instruction/Authorisation or Standing Order in respect of the Agreement entered into between myself (being the party named in the Initial Loan Application Form/Further Loan Application Form as the Borrower) and

(being the party named as the Borrower in the Initial Loan Application Form/Further Loan Application Form as the Lender).

AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS GIVEN BY THE BORROWER ("AUTHORITY")

THE BORROWER'S PERSONAL DETAILS

Name	
Omag/Passport number	
Physical address	
Contact phone number	

THE BORROWER'S BANKING DETAILS

Bank name	
Branch code	
Branch name	
Bank account name	
Bank account number	
Account type (cheque or saving or other)	

PAYMENT DETAILS

Frequency of payment	
Number of payments	
Amount of each payment	
Payment due date	
Deduction date	
(The day on which the Borrower's salary is paid into the above bank account)	

1. I, hereby irrevocably and unconditionally instruct and authorise the Lender:
 - 1.1 to issue and deliver a payment instruction or a series of payment instructions to my above nominated bank (the "Bank") for the purposes of collecting the payments that I am obliged to make to the Lender in terms of the Agreement that I have concluded with the Lender, from my bank account, the details of which are set out above in this authorisation and correspond to the banking details in the Initial Loan Application Form;
 - 1.2 to issue and deliver the payment instruction or each payment instruction in a series of payment instructions to the Bank on or after the instalment due date as set out above;
 - 1.3 in the event of there being insufficient funds available in my bank account and to fully satisfy my obligations to the Lender, to require the Bank to collect a portion of the payment

that is due, owing and payable by me to the Lender. The Lender, at its discretion, may continue to re-present the payment instruction to the Bank until such time that my outstanding obligations in terms of the Agreement are fully satisfied;

- 1.4 to issue and deliver payment instructions to the Bank in addition to the number of payments as stipulated above in respect of any amount that may be in arrears, under the Agreement including but not limited to any arrears interest, penalty costs and charges and collections fees, where applicable, that may be accrued as a result of me not having made regular or punctual payments of my obligations as contained in the Agreement concluded with the Lender.
2. I understand that:-
 - 2.1 in terms of the Agreement that I have entered into with the Lender, I am obliged to make payments on the instalment due date and the Lender has the right to collect the payments on the instalment due date but as an indulgence in my favour, the Lender may endeavour to deliver the payment instruction or each payment instruction in a series of payment instructions to the Bank on the day on which my salary is paid into the Bank account, provided that such date shall be a date on or after the instalment due date and that I will ensure that sufficient funds are available in my bank account at the time;
 - 2.2 the payment instruction(s) I have authorised to be issued will be processed by using any payment service system provided by the Bank, now or in the future, including but not limited to debit order, ecommerce gateway or payment gateway. I understand that details of each deduction will be printed on my bank statement or on any accompanying voucher provided by the Bank;
 - 2.3 the Lender and the Bank will treat the payment instruction(s) issued by the Lender, as if I had issued the instruction(s) to the Bank myself;
 - 2.4 I will pay any bank charges levied by the Bank relating to these deductions;
 - 2.5 the direct debit may not be cancelled except with the written consent of the Lender. In the event of such cancellation, this Agreement shall remain in force and I shall continue to pay instalments to the Lender as each instalment is due; and
 - 2.6 I shall not be entitled to any refund of amounts, which the Lender has deducted in terms of this Authority that was still in force and an outstanding balance owed by me to the Lender still exists.
3. I will be responsible for ensuring that the Bank account nominated above does not become inaccessible for any reason and undertake to immediately notify the Lender in the event of my salary not being paid into my bank account, as set out in this Authority.
4. I indemnify the Bank and hold it harmless against all costs, charges, expenses, losses and damages, which I may suffer as a result of the Bank acting in accordance with this authority. I further indemnify the Bank against any claim by a third party arising from the performance or non-performance, as the case may be, in terms of this authority.

Signed at _____ on this ____ day of _____ 20 ____ .

Full Name of Borrower: _____

Signature of Borrower: _____

Signed at _____ on this ____ day of _____ 20 ____ .

Full Name of Lender Representative: _____

Signature of Lender Representative: _____



Application, Certificate and Schedule of Insurance



This certificate is issued by Botswana Life Insurance Limited and Botswana Insurance Company Limited (“BIC”), the “Insurers” to the Insured, in favour of Money Quest Investments (Pty) Ltd, a subsidiary of Bayport Management Limited (“Company”). The Insurers agree to accept any eligible person who successfully applies for the cover provided in terms of this Credit Protection Insurance policy subject to the terms, conditions and exceptions of this policy. The Insurers undertake, in the event of a valid claim, to pay the applicable benefits to the Company subject to the policy terms and conditions.

CONTACT DETAILS OF THE INSURERS AND THE COMPANY

Should you wish to communicate with The Insurers or The Company in connection with this policy kindly contact:

THE INSURERS:

BOTSWANA LIFE INSURANCE LIMITED
Plot 66458 Fairgrounds Office Park
Private Bag 00296 Gaborone Botswana
T +267 3645100/3951791
D +267 3905884
www.botswanalife.co.bw

BOTSWANA INSURANCE COMPANY LIMITED

Plot 50372, Showgrounds
Gaborone, Botswana
Tel: (+267) 360 0500

THE COMPANY:

Plot 204, Independence Avenue, Main Mall,
Gaborone, Botswana
Tel: 393 6456 Fax: 318 0831
Customer Care Number: 713 68000
Customer Care Email: Customercare@bayport.co.bw

Please note that all material facts must be accurately and properly disclosed and that the correctness of all information provided by the Insured or on his/her behalf is his/her own responsibility.

PARTICULARS OF THE INSURED

Name of the Insured: _____ Omang/Passport Number: _____

DETAILS OF COVER

- The initial term of insurance, the sum insured and the monthly premium are reflected in the Payment schedule of the Insured’s loan agreement with the Company.
- The initial term of insurance may be exceeded should the Insured fail to make payment of the premium by due date at any time during the initial term.
- This is a monthly decreasing sum insured policy. The cover provided as sum insured, is equal to the current outstanding loan balance on the date of the insured event giving rise to a claim.
- Income Protection, issued by Botswana Insurance Company, covers your monthly loan instalment should you become retrenched.
- Credit Life, issued by Botswana Life Insurance Limited, covers your outstanding loan balance in the event of death, permanent disability or dread disease. Credit Life also covers your monthly loan instalment should you become temporarily disabled.
- It is noted that both Income Protection and Credit Life are subject to the Policy Summary provided.

DECLARATION BY THE INSURED:

INSURANCE REQUIREMENT

I understand that it is a condition of the loan granted to me in terms of this policy that the outstanding loan balance of such loan is covered by an Income Protection [issued by Botswana Insurance Company] and Credit Life [issued by Botswana Life Insurance Limited] insurance policy (“Credit Protection Policy”). I also understand that this Policy is acceptable to the Company and that I have to cede it to the Company for the period of the loan until such time as the outstanding loan balance on the loan is paid in full. I acknowledge that I have the right to provide a policy of my own choosing as collateral, but I have elected the above-mentioned insurance cover to be provided by Botswana Life Insurance Limited and BIC. My signature on this Application Form and Certificate shall reflect my choice of such insurance policy.

THE INSURERS

Where I have requested an insurance policy in respect of my loan agreement from The Company, I acknowledge that:

- 1) The Company acts as an intermediary for the Insurers but is not a representative of the Insurers as understood under the Insurance Industry Act 2015, and that no employee or contractor of the Company is authorised to offer me any advice on my selection of insurance policy or to compare it for me to any other insurance policy or lead me towards the choice of any particular insurance policy.
- 2) I hereby grant full authority to the Company to:
 - a) together with my monthly loan repayment amount, deduct any premium due in terms of the Insurers’ insurance policy from my bank account or from my salary as the case may be; and,
 - b) Pay such premium successfully deducted to the Insurers on my behalf; and,
 - c) Continue to deduct such premiums for the period that my insurance cover is in force and whilst I still have an outstanding loan balance on my loan.
- 3) The effective date of my insurance policy will coincide with my obligations in terms of my loan agreement becoming binding.
- 4) If for any reason whatsoever the above-mentioned policy is cancelled before my loan is paid in full, I will be required to replace it with a paid-up policy of equal benefit which meets with the approval of the Company and which is ceded as security to the Company.
- 5) Should I wish to cancel the above-mentioned insurance policy at any time before my loan is paid in full, I acknowledge that I cannot do so without the prior written approval of the Company. I understand that upon any failure to comply with this requirement, I will be considered to be in breach of the loan agreement which will result in all outstanding amounts being payable immediately on demand by the Company.
- 6) The Company is paid an administrative fee of 20% of the monthly premium collected.

I, the Insured, understand, agree and, where applicable, declare and understand that the Insurers will not be obliged to make any payment in respect of any event arising directly or indirectly from or traceable to any Pre-Existing medical conditions applicable to myself.

I hereby acknowledge that the Company has fully disclosed and handed to me the policy summary and confirmed the appropriate information contained in this document regarding the Credit Protection Policy.

Signed at _____ on the _____ day of _____ 20 _____

Signature of The Insured: _____



The Insurers undertake to compensate The Insured with the amount(s) as specified in respect of the Benefits stipulated in the Schedule, subject to the payment of the required Premium, the receipt thereof by or on behalf of The Insurer and the compliance with the terms and conditions of the Policy. It is noted that cover is in force from the date of signature hereto and that a claim may be payable before the first required Premium is due. The Policy, as it may be amended from time to time, the various application forms, certificates, declarations, authorisations and agreements shall form the basis of the insurance contract. The Company is the duly authorised and appointed intermediary of The Insurer. The rules and conditions of this Credit Protection Policy are consistent with the provisions of the Insurance Industry Act, 2015.

GENERAL CONDITIONS

- NATURE AND SCOPE OF POLICY** – The Credit Protection Policy has been designed to provide protection (Death, Disability, Dread Disease and Retrenchment Benefits) in respect of The Insured's finance agreement, with The Company.
- ELIGIBLE PERSON** – Any person, who enters into a valid finance agreement with The Company, is eligible for cover, subject to the minimum entry age of 19 years of their next birthday and the maximum entry age of 60 years on their next birthday.
- SUM INSURED** – The outstanding debt amount in terms of the finance agreement on the date of the happening of the insured event.
- TERM OF COVER** – Cover for this Policy and all Benefits shall not extend beyond the age of 65. Should the debt be terminated or settled before the full term, this Policy will terminate automatically. Cover will also terminate on payment of a Death, Dread Disease or Permanent Disability claim.
- PREMIUMS** – The monthly Premium payable is specified in the Loan Agreement with The Company. The Premiums are reviewable by The Insurer and any changes are subject to 1 (one) month's written notice. At the election of The Insurer, failure to pay the agreed Premium will result in the termination of the Policy. The Premium is payable on the same day as the loan agreement instalment. This Policy does not acquire any paid-up value or surrender value.
- CANCELLATION** – The Insurer or The Company may cancel this Policy at any time by giving 30 (thirty) days' notice in writing to The Insured at their last known address. Such Cancellation shall commence on The Company's written approval of Cancellation of the Policy. If a Premium has been paid for any period beyond the date of the cancellation of this Policy, the total amount will be refunded or, if applicable, an actuarially calculated portion thereof shall be refunded to The Insured by The Insurer.
- MISREPRESENTATION, MISDESCRIPTION, OR NON-DISCLOSURE** – of any material fact or circumstances or any fraudulent actions which may relate to the acceptance of your proposal for insurance or in connection with a claim submitted in terms of this Policy shall render this Policy and/or the claim voidable. In the event that a Benefit is paid to The Insured as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action by The Insured, or anyone acting on The Insured's behalf, The Insured shall be obliged to repay or return the Benefit he/she has received under this Policy and The Insurer shall be entitled to take legal action against The Insured to recover the Benefit or any costs involved.
- REJECTION OF CLAIM** – Time Bar clause. If The Insurer declines liability for a claim made in terms of this Policy, representation may be made to The Insurer within 90 (ninety) days of the rejection letter or cancellation letter. Thereafter, action must be instituted against The Insurer for the enforcement of the claim by way of service of summons against The Insurer within 180 (one hundred and eighty) days, failing which all Benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.
- CLAIMS NOTIFICATION** – Every claim should be delivered or emailed to the Company, within 120 days to the following address:
BAYPORT FINANCIAL SERVICES BOTSWANA:
1st Floor, Plot 204 Independence Avenue (Opposite Time Square), Gaborone, Botswana
Tel: +267 393 6456 Customer Care Email: Customercare@bayport.co.bw
The Insurer will at all times have the right to inspect the finance agreement and all other documents relating to the finance agreement and the Policy and to communicate to.
9. **HOW TO CLAIM** – On the happening of any event, which may result in a claim in terms of this Policy, The Insured or his/her Executor shall, at their own expense or the Company:
Submit to The Company full details in writing of any claim, as soon as reasonably possible up to a maximum of 180 days (one hundred and eighty) of the event giving rise to the claim. The Insurer shall in no way whatsoever be liable to pay any Benefit if the full details of any claim is not received within the maximum period stipulated.
Furnish The Company with such proof, information, sworn declarations/affidavits, and/or documentation of whatsoever nature, which The Company may require to process the claim.
Please note that only original documentation will be accepted and where applicable, copies of documentation need to be certified.
On receipt of the claim form The Insured or His/her Executor, will be asked to complete all details, provide all documentation as requested and sign the claim form.
- FRAUD** – If any fraudulent means or devices are used by The Insured, or anyone acting on behalf of The Insured, to obtain any Benefit in terms of this Policy or if any accident, loss, damage, liability, injury, disability, illness or termination of employment is occasioned by any wilful act on the part of The Insured or with his/her connivance, all Benefits and Premiums paid in terms of this Policy shall be forfeited.
- CESSION** – It is recorded that, in terms of this Cession, The Insured assigns and transfers all his rights, title and interest in this Policy to and in favour of The Company as security for the outstanding debt by The Insured owed to The Company. This Cession supersedes and cancels any other beneficiary nomination made by The Insured.

- COMPLAINTS PROCEDURE FOR THE INSURED'S BENEFIT** – The Insurer undertakes to settle all valid claims as quickly as possible. However, it is in the public's best interest to verify the validity of any claim and to investigate the appropriate aspects thereof. As such there may be instances where a delay could occur.

If The Insured has any complaint about this Policy or he/she is in any way unhappy with the service he/she has received, he/she must request to speak to the manager of the relevant department at The Company.

CREDIT LIFE – CONDITIONS

- DEATH BENEFIT** – In the event of The Insured's death, before the age of 65 years, the outstanding balance shall be paid in full to The Company.
- PERMANENT DISABILITY BENEFIT** – In the event of The Insured being totally disabled, before the age of 65 years and the disability cannot be cured or treated and prevents The Insured from earning an income by continuing with his/her own or similar occupation in keeping with his/her training, education or ability, the outstanding balance shall be paid in full to The Company. The Insured shall be deemed to have suffered permanent disability upon the permanent loss of use of both eyes, feet or hands.
- TEMPORARY DISABILITY BENEFIT** – In the event, and before the age of 65 years, The Insured suffers a medically certified temporary disability which prevents The Insured from earning his/her normal income from his/her own or similar occupation, The Insurer shall pay to The Company the monthly instalment or a proportion thereof if The Insured only suffers partial loss of income, for a maximum period of 6 months or until recovery, whichever happens first.
- DREAD DISEASE** – In the event of The Insured suffering from any of the following Dread Diseases, and before the age of 65 years, the outstanding balance shall be paid in full to The Company: heart attack, stroke, cancer, renal failure, paraplegia, blindness, surgery for coronary heart disease, surgery for a disease of the aorta, replacement of heart valve, an organ transplant, coma or major burns. The above conditions must be medically certified and supported by evidence acceptable to The Insurer.
- SPECIFIC EXCLUSIONS** – The Insurer shall not pay a claim in respect of any condition or event arising directly or indirectly from, contributed to by or traceable to or involvement in any:
 - Criminal activity;
 - Any condition, disability, illness, bodily injury, defect or The Insured's ill health that existed prior to or on the date of application for this Policy;
 - Suicide, a suicide attempt or intended self-injury for the first 12 (twelve) months of cover;
 - Driving whilst the concentration of alcohol in The Insured's blood exceeds the statutory limit in force or whilst The Insured is under the influence of a drug having a narcotic effect unless prescribed by a duly qualified and registered medical practitioner;
 - Participation in hazardous sports for example, aviation sport, paragliding, underwater diving, hang gliding, big game hunting, spear fishing, rock climbing, motor boat racing, motor racing, cycle racing, mountaineering, skydiving/parachuting, skiing, para-sailing, go-carting, drag racing, rally driving or bungee-jumping.
- COMPLAINTS TO THE INSURER** – Botswana Life Insurance Limited Compliance Officer – Tel: +267 364 5224, Email: bmathiba@bll.co.bw

INCOME PROTECTION – CONDITIONS

- RETRENCHMENT BENEFIT** – In the event, and before the age of 65 years, The Insured is retrenched or made redundant by the Employer, at any time during the term of the employment agreement due to the new technology, reorganisation, liquidation or staff reductions which resulted in The Insured not earning any income, The Insurer shall pay to The Company the monthly instalments, for a maximum period of 6 months. There is no cover if The Insured is self-employed, of retirement age or older and/or receiving a pension and can be classified as a pensioner.
- RETRENCHMENT EXCLUSIONS** – No Retrenchment Benefit is payable if:
 - A Death, Permanent Disability or Dread Disease claim was paid;
 - The Insured has not taken reasonable steps in finding work and/or The Insured is currently receiving any earnings in excess of 75% of previous gross salary;
 - The Insured is self-employed, employment is seasonal or unemployment is a regular feature of his/her work;
 - The Insured comes to the end of a fixed-term contract, finishes the job he/she was specially employed to do, resigns, retires, accepts voluntary retrenchment or comes to the end of, or termination of, a work contract;
 - The Insured is a partner in a partnership, or a director of a company, or employed by a family-owned business;
 - The Insured loses his/her job because of theft, Fraud, dishonesty, misconduct, illegal strikes which he/she took part in or as a result of any lock-out by the employer;
 - The Insured is retrenched within the first 3 (three) months of taking out the loan.
- COMPLAINTS TO THE INSURER** – Botswana Insurance Company Compliance Officer – Tel: +267 3600561, Email: nokuthaba.mtunzie@bic.co.bw

OFFICIAL DEDUCTION CONSENT FORM

Memorandum of Agreement between MFDP & BOTUSAFE

Date: _____

I, _____

Employee Number _____ Omang Number _____

A civil servant employed in the Ministry of _____

In the post of _____

Situated at _____

Residing at _____

Hereby state that I have obtained a loan from the financial institution known as Money Quest Investments (Pty) Ltd trading as Bayport Financial Services.

As from the date of _____

In the amount of BWP _____

To be deducted in _____ months, in instalments of BWP _____ per month, totalling BWP _____

I hereby authorise the Accountant General to deduct monthly from my salary the amount of BWP _____

for a period of _____ months commencing on _____ for payment to BOTUSAFE. Central Registry and for onward payment to Money Quest Investments (Pty) Ltd trading as Bayport Financial Services.

I declare to fully comprehend my responsibility to fully discharge the loan owing herein in terms of the Agreement that I entered into with Money Quest Investments (Pty) Ltd.

I further declare that I fully comprehend that the loan owing is mine to discharge and not the responsibility of the Accountant General or my employer. I therefore, take the responsibility to ensure that the correct instalments are deducted monthly for a period not exceeding the _____ months, commencing _____.

Signed by _____

Signature

Date

At _____

CONSENT OF SPOUSE

I, _____,
with Omang Number _____, the undersigned, married in community of property to

_____ ,
hereby consent to my spouse binding himself/herself to this Loan Agreement as surety and co-principal debtor for the indebtedness of the Debtor(s) to Money Quest Investments (Pty) Ltd trading as Bayport Financial Services.

Consenting Spouse:

Full Name: _____

Omang Number: _____

Address: _____

Work Tel No: _____

Home Tel No: _____

Mobile Tel No: _____

Signature : _____

Date: _____

Witnesses:

1. Full Name: _____

Address: _____

Signature : _____

Date: _____

2. Full Name: _____

Address: _____

Signature : _____

Date: _____

DISPUTE RESOLUTION AND COMPLAINTS PROCEDURE

At Bayport Financial Services we strive to provide our customers with unsurpassed customer service every time they choose to contact us. Our Complaints Handling Procedure is designed to ensure that customers who experience difficulty with any of our products or services have all the necessary information at hand for them to take whatever action they deem necessary to resolve their concerns.

Our customer's opinion really matters. Whether it's a compliment or complaint, we would appreciate hearing from you.

Feedback from our customers, whether positive or negative, always provides us with an opportunity to take decisive action to rectify customer concerns and/or service related issues, and improve the quality of service and care provided by us, while also recognising the efforts of individuals providing outstanding customer care. Whenever you contact us, we will assist you to the best of our ability.

Should you wish to, write to us at the below address and state the exact nature of the complaint:

The Principal Officer
Money Quest Investments (Pty) Ltd t/a Bayport Financial Services
1st Floor, 204 Independence Avenue
P O BOX AAD 2554
Gaborone Botswana

Or

- Visit any of our Bayport Financial Services Branches countrywide.
- Call our Customer Helpline at +267 71368000
- Email us: Customercare@bayport.co.bw

Ensure that you request for a written acknowledgement of receipt of a complaint and a resolution within 10 calendar days.

If you are not satisfied with the outcome of the dispute resolution, you may kindly confirm this in writing and we shall notify the Regulatory Authority within 30 days of the unresolved complaint.

If you feel that we may have breached your privacy or our privacy policy, you may contact us in writing (e-mail, facsimile or letter) to:

The Chief Executive Officer
Money Quest Investments (Pty) Ltd t/a Bayport Financial Services
1st Floor, 204 Independence Avenue
P O BOX AAD 2554
Gaborone

We treasure our relationship with you
Bayport Financial Services Team