NTSAMAELE: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1. **"Accepting"** means the acceptance of a Remotely concluded Ntsamaele Facility Application Offer as contemplated in clause 5.1 or any other document by the Borrower via the applicable Remote Channel, and **"Accept"**, **"Accepted"** and **"Acceptance"** shall have a similar meaning.

2. **"Agent"** means sales and/or field agents of the Lender, who are either employees of the Lender or third-party contractors authorised by the Lender to provide certain services to the Borrower on behalf of the Lender.

3. **"Agreement"** means collectively: the Ntsamaele Facility Application Offer and these Terms and Conditions, as each of them 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.

4. **"Applicable Law"** means the laws, rules and regulations of Botswana, including (without limitation) the Non-Bank Financial Institutions Regulatory Authority (NBFIRA) micro-lending rules, the Bank of Botswana directives on payments and credit information, the Credit Information Act, Financial Intelligence Act, Data Protection Act and other applicable laws.

5. **"Available Credit Limit"** means an amount being the Credit Limit less the Outstanding Loan Balance.

6. **"Borrower"** means a person or party who is approved to borrow from the Ntsamaele Facility and has been notified by the Lender that they qualify for the Ntsamaele Loan Service.

7. **"BWP"** or **"Pula"** means Botswana Pula, the lawful currency of the Republic of Botswana.

8. **"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 the Relevant Jurisdiction, including NBFIRA and the Bank of Botswana.

9. **"Cooling Off Period"** means the time period set out in Annexure A.

10. **"Credit Limit"** means the maximum amount that the Lender will lend to the Borrower in terms of the Ntsamaele Loan Service.

11. **"Debit Strike"** means an automated or manual debit attempt initiated by the Lender or its authorised service provider against the Borrower's nominated repayment account, card, bank account or Mobile Money Account for purposes of recovering amounts due.

12. **"Disbursement"** means payment by the Lender in accordance with clause 5.2, and **"Disburse"** shall have a similar meaning.

13. **"Draw Down Request"** means a request submitted by the Borrower to the Lender via the USSD Platform or other applicable Remote Channel for the advance of an amount of funding under the Ntsamaele Loan Service, subject to the minimum draw-down amount stated in Annexure A.

14. **"Effective Date"** means the date on which the Borrower Accepts these Terms and Conditions in accordance with clause 5.1.

15. **"Employer Deduction"** or **"Deduction at Source"** means a payroll deduction or other salary-source deduction facilitated by the Borrower's employer or payroll administrator to recover any amounts lawfully due to the Lender.

16. **"Event of Force Majeure"** means an event beyond the reasonable control of the Borrower and Lender, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to:

    i. act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods);

    ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

    iii. rebellion, revolution, insurrection, or military or usurped power, or civil war;

    iv. riot, commotion, strikes, go-slows, lock-outs or disorder; or

    v. acts or threats of terrorism.

17. **"Final Discharge Date"** means the date on which all amounts outstanding under this Agreement are fully, finally and irrevocably repaid by the Borrower or such other date as the Parties may agree.

18. **"Interest Rate"** means the interest rate set out in Annexure A.

19. **"Lender"** means MONEY QUEST INVESTMENTS T/A BAYPORT FINANCIAL SERVICES BOTSWANA, a company duly registered and incorporated in accordance with the laws of the Relevant Jurisdiction.

20. **"Minimum Repayment Amount"** means the amount set out in Annexure A or otherwise communicated to the Borrower in the Ntsamaele Facility Application Offer.

21. **"MNO"** means a mobile network operator and/or its mobile money service provider, including Orange Money (Orange Botswana) and MyZaka (Mascom), as applicable.

22. **"Mobile Money Account"** or **"Wallet"** means the Borrower's mobile money store of value held with an MNO, being the record maintained by the MNO providing the Borrower with mobile money services. This includes the Borrower's registered Orange Money or MyZaka wallet nominated for disbursement, repayment, debit-strike collection or other payment processing under the product.

23. **"Monthly Repayment Date"** means the same date of the month as the date on which the Ntsamaele Facility Application Offer was Accepted. For the avoidance of doubt, if the Borrower first Accepts the Offer on the 13th of the month, the Monthly Repayment Date shall be the 13th of each month.

24. **"Ntsamaele Facility Application Offer"** or **"Offer"** means the notice sent by the Lender to the Borrower via the USSD Platform or other applicable Remote Channel which shall include: (i) the Credit Limit; (ii) the Interest Rate; (iii) the Minimum Repayment Amount; (iv) the total cost of credit; and (v) a link or reference at which these Terms and Conditions are available.

25. **"Ntsamaele Loan Service"** means Bayport's short-term digital revolving credit facility made available through designated digital channels including USSD and linked payment integrations, and governed by these Terms and Conditions.

26. **"Outstanding Capital Balance"** means the sum of: (i) all amounts drawn down in accordance with clause 5.2.1; and (ii) any fees or charges that are due and payable in respect of the Ntsamaele Loan Service and which have not yet been repaid.

27. **"Outstanding Loan Balance"** means the sum of: (i) the Outstanding Capital Balance; and (ii) any interest (including any arrears interest) that has accrued on the Ntsamaele Loan Service under this Agreement and which has not yet been paid.

28. **"Parties"** means the Borrower and the Lender, and **"Party"** means either of them as the context requires.

29. **"Payroll Borrower"** means a Borrower who currently has a Payroll Loan in place with the Lender.

30. **"Payroll Loan"** means a loan granted by the Lender to the Borrower in terms of which the Borrower has authorised the Lender to satisfy the Borrower's payment obligations by way of deductions directly from the Borrower's salary.

31. **"Payroll Loan Deduction"** means a deduction made directly from the Borrower's salary pursuant to a Payroll Loan.

32. **"Payroll Terms and Conditions"** means the terms and conditions that govern the Payroll Loan.

33. **"Penalty Interest Rate"** means the penalty interest rate set out in Annexure A.

34. **"Relevant Jurisdiction"** means the Republic of Botswana.

35. **"Remote Channel"** includes but is not limited to the Agent's digital infrastructure, the Lender's website, the USSD Platform, text message (SMS), email, customer self-origination

mobile application, call centre, and any other legally recognised physical or electronic channel, infrastructure, device, hardware and/or software developed and offered by the Lender that allows the Borrower to conclude a Ntsamaele Facility Application Offer.

36. **"Remotely"** means the conclusion by the Borrower of a Ntsamaele Facility Application Offer using a Remote Channel.

37. **"Submission"** means the submission of a Remotely concluded Ntsamaele Facility Application Offer or other document by the Borrower or Lender via the applicable Remote Channel, and **"Submit"**, **"Submitted"** and **"Submitting"** shall have a similar meaning.

38. **"Termination Date"** means the date on which the Ntsamaele Loan Service is terminated in accordance with this Agreement.

39. **"Terms and Conditions"** means these Terms and Conditions.

40. **"USSD Platform"** means the Unstructured Supplementary Service Data protocol which allows the Borrower to interact directly with the Lender through their mobile phone by making a selection from a menu, enabling the Borrower to carry out transactions and access their account via mobile phone.

41. Conflict of documents. The terms of the Ntsamaele Facility Application Offer are subject to these Terms and Conditions. In the event of any conflict between any provision of these Terms and Conditions and any provision of the Ntsamaele Facility Application Offer, the provisions of these Terms and Conditions shall prevail.

2. INTRODUCTION

The Lender, subject to clause 5 below, has made and/or is willing to make the Ntsamaele Loan Service available to the Borrower on the Terms and Conditions set out herein.

3. DURATION

This Agreement shall be effective between the Borrower and the Lender on the Effective Date and will continue thereafter until the Termination Date.

4. DECLARATION AND AUTHORISATION BY THE BORROWER

4.1. The Borrower declares, agrees, and confirms that:

i. 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;

ii. the Borrower has read this Agreement (including the Ntsamaele Facility Application Offer);

iii. the Borrower understands the terms of this Agreement;

iv. where this Agreement provides for any amounts to be deducted from the Borrower's salary, the Borrower may not unilaterally cancel any order or consent given pursuant to this Agreement and/or a Payroll Loan until the Final Discharge Date;

v. the Borrower is in a position both financially and legally to enter into this Agreement;

vi. the Borrower has disclosed to the Lender all relevant facts regarding the Borrower's current and expected future financial position; and

vii. the Lender has made all required statutory disclosures to the Borrower in connection with this Agreement as required under Applicable Law.

4.2. By Accepting the Ntsamaele Facility Application Offer, the Borrower gives the Lender permission to:

i. receive personal information and/or data on the Borrower's account, call, transactional, mobile wallet and/or other activity from MNOs and/or other third parties, for marketing, credit underwriting and/or other commercial purposes;

ii. transmit data about the Ntsamaele Loan Service to any credit bureau;

iii. enquire with 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;

iv. obtain details from any party about the Borrower's financial status and banking details, including credit record and payment history;

v. give information about the Ntsamaele Loan Service to any party, including credit bureaus or credit assessment agencies;

vi. assign the Lender's rights, title and interest herein to any third party;

vii. disclose any fraudulent information and/or activity by the Borrower to a Competent Authority;

viii. transmit to any credit bureau notice of any non-compliance by the Borrower with the terms of this Agreement; and

ix. forward marketing material and offerings of other products to the Borrower, including after the Final Discharge Date.

4.3. The Borrower agrees that, by Accepting the Offer, the Borrower's bank is directed to release any financial information that the Lender may require, including:

i. confirmation that the Borrower holds a bank account;

ii. confirmation of the bank account name and number, the branch and account type;

iii. the period for which the account has been active;

iv. statements of transactions conducted through the account;

v. the balance and turnover relating to the account;

vi. the transactional history of the account;

vii. an item analysis and reconciliation report indicating dates of deposits and withdrawals; and

viii. information relating to any other bank accounts held at the bank.

4.4. The Borrower acknowledges and agrees that the Lender may contact the Borrower's employer to verify information relating to the Borrower's employment, remuneration and other employment details where reasonably required for customer due diligence, credit assessment, the administration of the Loan, compliance with applicable laws, or the protection and enforcement of the Lender's rights.

4.5. The Borrower consents to the Lender obtaining any of the Borrower's personal information from any third party, including financial status, banking details, credit record, payment history, residential and work address.

5. APPROVAL AND DISBURSEMENT

5.1. Approval

5.1.1. The Ntsamaele Facility Application Offer will constitute an offer by the Lender to the Borrower to provide the Ntsamaele Loan Service on these Terms and Conditions.

5.1.2. The Offer will provide that the Borrower may Accept by pressing **"1"** (or by such other electronic confirmation, OTP validation, click-through, USSD acceptance, recorded verbal acceptance or electronic signature process as the Lender may deploy). By doing so, this Agreement comes into force between the Borrower and the Lender.

5.1.3. At any time after Acceptance, the Lender may, in its sole and absolute discretion, reduce or increase the Credit Limit.

5.1.4. Approval of any loan, amount, fee, repayment structure or channel is at the Lender's sole discretion and may vary by customer profile, MNO partner, employer arrangement, system availability and risk outcome.

5.2. Draw Down and Disbursement

5.2.1. At any time after Acceptance, the Borrower may submit a Draw Down Request, subject to the minimum draw-down amount stated in Annexure A.

5.2.2. Amounts disbursed shall be credited to the Borrower's nominated destination, which may include:

i. the Borrower's registered Orange Money Wallet;

ii. the Borrower's registered MyZaka Wallet;

iii. any other approved wallet or collection/disbursement rail supported by the Lender; or

iv. any other designated bank account or payment instrument approved by the Lender, subject to any deduction of applicable transaction fees.

5.2.3. The Borrower acknowledges that wallet-based disbursement requires a valid and active mobile money profile with the relevant MNO, compliance with that MNO's terms and tariffs, and correct capture of the Borrower's mobile number and network. The Lender may reject or reverse a disbursement request where customer details, channel mapping, wallet status, or partner system validation fails.

5.2.4. Disbursement shall be deemed effected when the Lender (or its authorised settlement or integration partner) initiates and receives confirmation of a successful credit into the nominated destination, subject to reconciliation, reversals, error handling and partner confirmation procedures.

5.2.5. The Borrower cannot terminate a Draw Down Request once submitted.

6. REMOTE CHANNELS

6.1. The Lender reserves the right to alter, improve, change, suspend, withdraw or restrict any Remote Channels and remote services from time to time, and shall give reasonable notice to the Borrower of any such change.

6.2. The Lender may establish relevant commission fee(s) for services rendered via Remote Channels.

6.3. To use Remote Channel services, the Borrower may be required to have a mobile phone, email address, telephone number and/or other electronic device.

6.4. The Borrower represents that the telephone number and/or email address provided is owned by the Borrower. Unless the Borrower notifies the Lender of any change, information sent to or received from such telephone number or email address shall be considered as sent or received by the Borrower.

6.5. The Borrower undertakes to immediately notify the Lender of any change, loss or cancellation of ownership of its email address or telephone number.

6.6. The Lender may record any and all information sent or received via the Borrower's phone and/or email and may rely on such information as evidence in case of any dispute.

6.7. The Lender may establish restrictions or limits on Remote Channel services without notice.

6.8. The Lender may adjust and/or restrict the range of Remote Channel services at any time.

6.9. The Lender may suspend, withdraw or restrict the use of Remote Channels where:

i. there are reasonable grounds to suspect that the Borrower's security details have not been kept safe;

ii. there are reasonable grounds to suspect unauthorised or fraudulent use of the Borrower's security details; and/or

iii. the Lender considers it appropriate for the Borrower's protection.

6.10. The Lender shall not be liable for any failure or suspension of Remote Channels resulting from maintenance and upgrades to the Lender's systems or those of any third party.

6.11. The Borrower bears personal responsibility for any transaction requests sent to the Lender via Remote Channels.

6.12. The Borrower acknowledges the risk that information sent through Remote Channels may be subject to unauthorised third-party access.

6.13. The Borrower undertakes to keep secure, and not to disclose to any other person, any personal identification number (PIN) provided to it by the Lender.

7. COOLING OFF PERIOD

7.1. In accordance with applicable micro-lending requirements, the Borrower may terminate this Agreement within the Cooling Off Period set out in Annexure A without paying a termination fee, provided that:

i. if the principal amount has already been advanced, the Borrower must simultaneously repay the amount advanced; and

ii. the Lender shall be entitled only to the prorated cost of credit accrued up to the date of termination.

7.2. A cooling-off request must be communicated through the Lender's designated customer service channels, branch, contact centre or other documented process; the Borrower may be required to complete identity verification.

7.3. Without prejudice to other rights, the Lender may demand immediate repayment of any Outstanding Loan Balance upon cancellation under this clause.

8. INTEREST PAYABLE

8.1. Subject to clause 8.2, interest shall accrue daily on the Outstanding Capital Balance at the Interest Rate, calculated on a 365-day year basis, and shall continue to accrue until all amounts owing have been paid in full.

8.2. If the Borrower does not pay any Minimum Repayment Amount on the due date, penalty interest shall accrue daily at the Penalty Interest Rate (on a 365-day basis) on the overdue portion of the Outstanding Capital Balance. Penalty interest is payable in addition to interest under clause 8.1.

8.3. Late payment by the Borrower of any amount under this Agreement shall result in a greater amount of interest being payable than if such late payment had not occurred.

8.4. The Lender shall not recover any amount in excess of the amount lawfully due under this Agreement and Applicable Law.

9. REPAYMENT

9.1. The Borrower agrees to repay the Outstanding Loan Balance via monthly instalments equal to the Minimum Repayment Amount, payable no later than the Monthly Repayment Date of each month.

9.2. The Borrower may make payment by way of:

i. mobile money transfer (Orange Money / MyZaka / other approved Wallet);

ii. USSD-triggered payment;

iii. debit order against the Borrower's bank account;

iv. card debit;

v. Payroll Deduction by employer;

vi. transfer from the Borrower's Mobile Money Account;

vii. direct deposit or bank transfer; or

viii. any other channel made available by the Lender from time to time.

9.3. Where the Borrower uses Orange Money or MyZaka for repayment, the Borrower remains responsible for ensuring that sufficient wallet value is available when due, including any applicable wallet tariffs charged by the MNO.

9.4. Subject to Applicable Law and without prejudice to clause 9.1, the Lender may at its sole discretion collect the Minimum Repayment Amount at any time when funds are available in the Borrower's bank account or Mobile Money Account. Any such collection does not constitute a waiver of the Lender's rights to enforce payment under clauses 10 and 11.

9.5. The Borrower cannot settle or otherwise extinguish a Payroll Loan unless it simultaneously settles the Outstanding Loan Balance hereunder.

9.6. Evidence of payment retained by the Lender, its processor or the relevant payment channel shall, subject to reconciliation, constitute prima facie proof of payment activity.

9.7. The Borrower may settle the loan early in accordance with this Agreement and Applicable Law. The Lender shall not charge an early settlement fee unless a reasonable fee is expressly disclosed in the Offer and permitted by law.

10. DIRECT DEBIT AND WALLET DEBIT MANDATE

10.1. By Accepting these Terms and Conditions, the Borrower irrevocably authorises the Lender (and its duly appointed processors, payment partners and collection service providers) to satisfy the Borrower's payment obligations under this Agreement by:

i. presenting, processing and recovering any amount due through wallet deduction, wallet pull, debit order, card debit, account debit, USSD-triggered repayment, or other payment instruction linked to this Agreement; and

ii. initiating collection instructions through Orange Money and/or MyZaka where the Borrower has selected, registered or used the relevant Wallet as a repayment or disbursement channel.

10.2. The Lender is under no obligation to obtain payment solely by direct debit or wallet debit and has the right at any time to call for payment by other methods, including directly from the Borrower or via clause 11.

10.3. If funds are not available when the debit is presented, the Lender may continue presenting the unpaid debit instruction for as long as it chooses, subject to clause 10.7.

10.4. The Borrower remains fully liable for all amounts due notwithstanding any failure by the Lender or any other person to effect payment by direct debit or wallet debit.

10.5. The Borrower is responsible for all bank, MNO or processor charges incurred for attempted payments, transfers, USSD sessions, debit orders, reversals or retries, unless the Lender expressly states otherwise.

10.6. The Borrower will immediately notify the Lender of any change in the bank account into which the Borrower's salary is paid, or any change to the nominated repayment Wallet, card, account, employer or mobile number.

10.7. Maximum debit attempts (operational limit). Unless the Lender determines a lower operational threshold from time to time, Debit Strikes shall be limited to a maximum of two (2) attempts in any one day and five (5) attempts in any one calendar week per active arrears account. This cap is included as a customer-fairness and operational-control measure and may be revised in line with risk and regulatory requirements.

10.8. The Lender may apply incoming payments to fees, interest, penalties, charges, principal and other amounts in the order determined by the Lender or as required by Applicable Law.

11. COLLECTION FROM EMPLOYER (PAYROLL DEDUCTION / DEDUCTION AT SOURCE)

11.1. The Ntsamaele Loan Service is offered exclusively to employees employed by an employer with a payroll relationship, payroll deduction arrangement or deduction-at-source capability acceptable to the Lender. The Borrower irrevocably authorises the Lender, in accordance with the applicable payroll deduction arrangement, to submit deduction instructions to the Borrower's Employer and to recover all amounts due and payable under this Agreement through salary deductions at source. Such deductions shall be effected in accordance with the agreed payroll process between the Lender and the Employer.

11.2. The Borrower authorises the Lender to share all relevant information necessary with the employer, payroll administrator, payroll processor or other authorised intermediary for the purposes of confirming employment, enabling payroll deduction, reconciling deductions and collecting amounts due.

11.3. The Lender may submit initial, repeat, amended or catch-up payroll instructions until the Outstanding Loan Balance is fully settled, subject to any applicable payroll cut-off dates, system restrictions and legal requirements.

11.4. Any payroll deduction received shall be applied to the Borrower's indebtedness in accordance with the Lender's allocation rules or Applicable Law.

11.5. If the Borrower leaves employment, changes employer, or payroll deduction is rejected or suspended, the Lender may revert to any other lawful recovery channel.

11.6. The Borrower remains fully liable for payment notwithstanding any failure by the Lender or any other person to effect payment by way of a Payroll Loan Deduction.

12. ARREARS, DEFAULT AND RECOVERY

12.1. Any failure to pay any amount when due shall place this Agreement into arrears. Without limiting any other rights, the Lender may implement the following arrears and recovery sequence:

i. issue reminders, alerts, calls, SMS, USSD prompts, wallet payment prompts and other repayment notices;

ii. initiate Debit Strikes against the Borrower's nominated Wallet, bank account, card or other repayment method, subject to clause 10.7;

iii. if wallet or debit recovery fails, retry collection, change recovery channel where an alternative authorised channel exists, or require immediate settlement through another available method;

iv. if recovery remains unsuccessful, use payroll submissions or other deduction-at-source instructions in terms of clause 11; and

v. take any other lawful collection, tracing, legal, credit reporting or enforcement step available.

12.2. If an Event of Default (clause 12.4) occurs, the Lender shall be entitled (but not obliged) to:

i. demand immediate repayment of the Outstanding Loan Balance;

ii. refuse any further Draw Down Requests;

iii. terminate this Agreement; and/or

iv. commence legal proceedings to enforce its rights.

12.3. Customer responsibility during arrears. The Borrower must ensure that sufficient funds are maintained in the nominated repayment channel and must promptly engage the Lender in the event of dispute, payment challenge, or change in employment, payroll, mobile number, Wallet, account or card details.

12.4. An Event of Default will have occurred where:

i. the Borrower fails to make payment of any amount payable to the Lender on the due date, whether under this Agreement, a Payroll Loan or otherwise;

ii. the Borrower's employment is terminated;

iii. the Borrower breaches any provision of this Agreement;

iv. the Borrower commits any act of insolvency;

v. the Borrower commits fraud, makes a false representation, or provides incorrect information to the Lender;

vi. the Borrower changes their mobile number without first notifying the Lender;

vii. the Borrower's mobile number or mobile wallet subscription is cancelled for any reason;

viii. the Borrower dies; and/or

ix. the Borrower does anything to prejudice the Lender's rights in terms of this Agreement.

12.5. No relaxation or indulgence shown by the Lender shall constitute a waiver of its rights. No acceptance of payment after a due date shall preclude the Lender from exercising its rights in respect of any subsequent breach.

13. FORCE MAJEURE

13.1. Neither Party shall be in breach of its obligations under this Agreement (other than the loan repayment obligations) or incur any liability for losses or damages incurred by the other Party if and to the extent that it is prevented, restricted or interfered with in performance by an Event of Force Majeure.

13.2. The affected Party shall, no later than 7 business days of becoming aware of the event, notify the other Party. If the Lender is the affected Party, it shall notify the public of the Event of Force Majeure by television, radio, newspaper or any other reasonable media.

13.3. The Parties shall use reasonable endeavours to:

i. overcome the effects of the Event of Force Majeure;

ii. mitigate the effect of any delay, including through alternative mutually acceptable sources of services; and

iii. ensure resumption of normal performance as soon as reasonably practicable.

13.4. If performance is prevented or delayed by an Event of Force Majeure for more than 60 business days, the other Party may terminate this Agreement by written notice without prejudice to accrued claims.

14. COMPANY PROTECTIONS AND SERVICE CONSTRAINTS

14.1. The Lender shall not be liable for delay, failed processing or non-performance caused by system downtime, MNO outages, API failures, switch failures, erroneous customer details, reversal processes, force majeure, fraud controls, sanctions screening, legal restrictions or other events beyond its reasonable control, provided the Lender acts lawfully and with reasonable operational care.

14.2. The Lender may suspend, reject, reverse, hold, investigate or delay any transaction where it detects a suspected error, fraud, compliance concern, mismatch in customer details, duplicate instruction, network mapping issue, wallet status issue, insufficient funds, or sanctions/legal concern.

15. TERMINATION

15.1. At any time, the Lender may elect to no longer offer the Ntsamaele Loan Service to the Borrower. In such circumstances:

i. the Borrower will not be able to deliver any further Draw Down Requests; and

ii. the Outstanding Loan Balance shall be repaid in accordance with this Agreement.

16. LEGAL COSTS

16.1. To the extent permitted by Applicable Law and any court decision, the Borrower agrees to repay all expenses and legal costs incurred by the Lender in the recovery of any overdue payment.

16.2. Upon an Event of Default, the Borrower shall be liable for (as applicable):

i. default administration charges;

ii. tracing fees;

iii. attorney's or debt collectors' costs on the attorney-and-client scale or the tariff agreed with the debt collector; and

iv. collection costs, including collection commission incurred in enforcing the Borrower's payment obligations.

17. PRE-AGREEMENT DISCLOSURE AND CUSTOMER UNDERSTANDING

17.1. Before this Agreement is concluded, the Lender shall provide the Borrower with the salient product features required by Applicable Law, including the principal amount, total repayable amount, total cost of credit, repayment period, instalment information, any applicable penalties, and such other disclosures as may be required.

17.2. Where the Borrower does not understand the language or content of this Agreement, the Borrower must request an explanation before Acceptance. The Lender may rely on any electronic confirmation, OTP validation, click-through acceptance, USSD acceptance, recorded verbal acceptance or electronic signature process deployed for the product.

18. CUSTOMER CONDUCT AND PROHIBITED ACTS

18.1. The Borrower must not provide false, incomplete or misleading information during onboarding, drawdown or repayment.

18.2. The Borrower must not use the product for unlawful activity, fraud, impersonation or money laundering.

18.3. The Borrower must not instruct or allow any person to use another person's wallet, identity or payment instrument unlawfully in relation to the product.

19. NO RETENTION OF PINs OR OFFICIAL DOCUMENTS

The Lender shall not, as security for repayment, require disclosure of the Borrower's personal identification number (PIN) used for a bank card or wallet authentication, nor shall the Lender take possession of the Borrower's bank card, national identity document or any other official document as security.

20. NON-VARIATION

20.1. The Lender may, in its sole and absolute discretion, unilaterally amend these Terms and Conditions by sending the Borrower notice of any proposed amendment via any Remote Channel at least 10 (ten) calendar days before the effective date.

20.2. The Borrower shall have 10 (ten) days from delivery of such notice within which to object, 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.

20.3. If the Borrower objects within the 10-day period, this Agreement shall terminate and the Outstanding Loan Balance shall become immediately due and payable.

21. CESSION

The Lender shall be entitled to transfer all or any of its rights under this Agreement to a third party without the consent of the Borrower. 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.

22. ALLOWANCES

Should the Lender not take legal action against the Borrower when the Borrower fails to make a payment on a due date or 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.

23. DISPUTE RESOLUTION AND COMPLAINTS

23.1. If the Borrower disputes any transaction, charge, repayment allocation, wallet deduction, payroll deduction, arrears status or other aspect of the product, the Borrower must raise the dispute with the Lender through the designated complaint or customer service channels as soon as reasonably possible.

23.2. The Lender shall investigate the complaint in accordance with its internal dispute resolution procedures and may request such documents, screenshots, SMS logs, wallet references, bank references, payroll records or other information as may reasonably be required.

23.3. During investigation, the Lender may continue to reflect undisputed amounts as due and payable unless the Lender decides otherwise or the law requires otherwise.

23.4. Where a complaint is not resolved internally, the Borrower may escalate the matter to the relevant external body under Applicable Law, including NBFIRA after the Lender's internal process has been followed.

24. JURISDICTION

This Agreement is governed by the laws of the Republic of Botswana. Subject to any mandatory dispute resolution or regulatory escalation rights, the courts of Botswana shall have non-exclusive jurisdiction to hear any dispute that arises in connection with this Agreement.

25. ADDRESSES (DOMICILIA CITANDI ET EXECUTANDI)

25.1. All notices by either Party to the other must be in writing and sent by registered post, delivered by hand or Remotely to the addresses required in terms of the Payroll Terms and Conditions or as updated by the Parties in writing.

25.2. Where notices are delivered by the Borrower to the Lender, a signature acknowledging the date and fact of receipt must be obtained. The Parties choose their respective addresses as the place where all documents, notices, legal letters and other legal process may be sent or delivered.

26. PRIVACY CLAUSE (DATA PROTECTION AND INFORMATION SHARING)

26.1. The Lender shall treat the Borrower's personal information as private and confidential and shall process such information in accordance with applicable Botswana data protection laws. Nothing about the Borrower's accounts, name or address will be disclosed to anyone other than:

v. where the Lender is legally compelled to do so (e.g. credit reference bureaus, regulators, law enforcement);

vi. where it is in the public interest to disclose;

vii. where the Lender's interests require disclosure (e.g. employees, bankers, insurers);

viii. where disclosure is made at the Borrower's request or with the Borrower's written consent;

ix. where disclosure to any third party is necessary to enforce collection or recovery of payments due to the Lender, including upon an Event of Default; and

x. where disclosure to any third party is necessary to vet the Borrower's creditworthiness.

26.2. The Borrower acknowledges and agrees that the Lender may, for the purposes identified in clause 26.1, process the Borrower's personal information, including (without limitation) collection, acquisition, recording (audio/video), organising, storage, alteration, restoration, revocation, use, disclosure, transfer, blocking, combination, destruction, and dissemination of information received from the Borrower and/or any third party Remotely.

26.3. Data processing through Remote Channels shall also include recording the Borrower's activity on such Remote Channels and the use of such data at the Lender's discretion.

26.4. The Borrower acknowledges that data processing is necessary (i) for the protection of the Lender's legal interests; and (ii) for other purposes under Applicable Law.

26.5. Where Applicable Law requires consent for data processing, any consent given by the Borrower electronically or materially shall be considered duly authorised and binding.

26.6. The Lender may share relevant data, on a need-to-know basis and subject to Applicable Law, with Orange Money, Mascom/MyZaka, payment processors, debit order providers, collections agents, payroll administrators, employers, credit bureaus, regulators, law enforcement or fraud-prevention participants.

26.7. The Borrower may exercise rights available under applicable data protection legislation, including rights of access, rectification and objection, subject to lawful limitations. Withdrawal of consent shall not affect processing already lawfully undertaken.

27. CREDIT BUREAU, REGULATORY AND COMPLIANCE MATTERS

27.1. The Borrower authorises the Lender to obtain, use and share credit information with authorised credit reference or credit information providers and acknowledges that the Lender may report repayment conduct, arrears, defaults and settlement information as required or permitted by Applicable Law (including the Credit Information Act).

27.2. The Borrower further acknowledges that the product is operated within the Lender's legal and regulatory framework, which includes compliance with NBFIRA micro-lending requirements, applicable Bank of Botswana requirements relating to payments and credit information, anti-money laundering and counter-financing of terrorism obligations, and applicable data protection legislation.

28. NON-DISCRIMINATION

It is the policy of the Lender to maintain an environment at its business premises and in all its communications 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 enshrined in Applicable Law. The Borrower shall likewise not discriminate against any employee of the Lender.

29. WHOLE AGREEMENT

29.1. This Agreement sets out the entire agreement between the Borrower and the Lender concerning the Ntsamaele Loan Service and supersedes any prior representations, warranties, course of dealing or agreements (written or oral).

29.2. The Borrower confirms and acknowledges that in entering into this Agreement, the Borrower has not relied on any representation or statement other than those set out herein.

29.3. Any provision of this Agreement which is or becomes illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall be severed from the balance of this Agreement, without invalidating the remaining provisions or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

30. ACCEPTANCE

By Accepting, drawing down, using or repaying any loan under the product, the Borrower confirms that the Borrower has read, understood and accepted these Terms and Conditions, including the arrears recovery mechanisms, wallet deduction authorisations, debit attempts, payroll-deduction authorisation and all required disclosures.

ANNEXURE A

Item	Value
Cooling Off Period	3 days
Minimum Draw Down Amount	BWP [●]
Interest Rate	15 % per month
Daily Interest Rate	0.5% of outstanding balance
Prolongation Fee	10% of the outstanding balance
Penalty Interest Rate	0.5 % per day
Penalty for Defaulters	2.5% of outstanding balance
Transaction Fee	0% per loan requested
Maximum Debit Strike Attempts	2 per day / 5 per calendar week