

ECOMOTO LOAN TERMS AND CONDITIONS

1. DEFINITIONS

In these conditions

- 1.1 "Account holder" means the person liable to the Bank for the settlement of the Ecomoto Loan, interests and such other costs and expenses as are agreed by the Parties hereto.
- 1.2 "Bank" means Equity Bank (Kenya) Limited of P.O Box 75104 – 00200 Nairobi which expression shall where the context so admits include its successors and assigns.
- 1.3 "Conditions" means these terms and/or any other conditions that regulate or relate from time to time to the availing of Ecomoto Loan by the Bank.
- 1.4 "Due Date" means the date of loan maturity after disbursement or such date as shall be notified to the account holder by the Bank in writing from time to time.
- 1.5 "EcoMoto loan" means the term loan for clean energy products given to the customer through Equitel as determined by the Bank in its absolute discretion after customer makes a formal application.
- 1.6 "Operative account" means the account maintained by the Bank for the Account holder in connection with the Ecomoto Loan transactions.
- 1.7 Unless the context requires otherwise:
 - 1.7.1 Words denoting one gender shall include the other gender;
 - 1.7.2 Words denoting the singular shall include the plural and vice versa;
 - 1.7.3 Words importing persons shall include a sole proprietor, individual partnership firm, company, corporation or any other natural or legal person whatsoever; and
 - 1.7.4 The Bank and the Customer shall together be referred to as the "Parties" and where the context requires individually as a "Party".

2. CONDITIONS CONSTITUTING AGREEMENT

- 2.1 These conditions as varied from time to time constitute the Agreement between the Account holder and the Bank with regard to Ecomoto Loan These conditions apply in addition to the General Terms and Conditions of operating an equity account.
- 2.2 The Account holder upon completing the Loan application online shall be deemed to have read, understood and agreed to be bound by these

Conditions upon acknowledging their receipt as availed in the Ecomoto Loan application process.

- 2.3 The Account holder confirms in particular that he has considered the rate of interest and the charges levied by the Bank as specified in Conditions 3 below and specified in any other part of this Ecomoto Loan Terms and Conditions and found them to be fair, reasonable and necessary to enable the bank to continue affording the Ecomoto Loan facility to the Account holder. The Account holder shall not dispute any claim by the Bank against him on grounds that charges and or rates of interest charged by the Bank are unfair or unreasonable under any circumstances.

3. CHARGES & INTEREST

- 3.1. At present the following charges apply and may from time to time be subject to change without notice:

| Ecomoto Loan Charge Description | | Charges |
|---------------------------------|---|--|
| 3.1.1 | Interest Rate on loan amount | The Interest rate chargeable shall be as set out in the Banking Act comprising the Central Bank Rate ("CBR") plus a margin of 4%. The CBR currently being 10 % per annum, the effective interest rate is thus 14 % per annum. This rate is subject to change as stipulated by law. |
| 3.1.2 | Loan appraisal fee on fresh application | Maximum of 5% of the Loan amount recoverable upfront |
| 3.1.3 | Loan checkout fee | 10% of the Loan Amount |
| 3.1.4 | Excise Duty as imposed under the Excise Duty Act. | 10% on the Loan Appraisal Fee recoverable upfront. |
| 3.1.5 | Insurance | 0.625% of the Loan Amount |

4. ECOMOTO LOAN REPAYMENT

- 4.1 The Eco moto Loan is repayable on the Due Date. Should the Ecomoto Loan not be paid on the Due Date, the Bank shall, though not obligated, demand from the Account holder all monies, which may then or thereafter be due

- and owing under these Ecomoto Loan Conditions, including but not limited to:
- 4.1.1 All loan appraisal fees due, loan appraisal fees on loan rolled over Ecomoto Loan , interest due on Ecomoto Loan and rolled over loan and principal Ecomoto Loan due;
 - 4.1.2 All legal and other costs, charges and expenses which the Bank may pay or incur in connection with these Ecomoto Loan Conditions or the recovery of any monies owing hereunder;
 - 4.1.3 A fee to compensate the Bank for a reasonable estimate of any loss incurred by the Bank as a result of default to the full extent permitted by law; and
 - 4.1.4 All monies due and computed from the due date until the settlement in full.

5. INDEMNITY AND RECOVERY OF COSTS

- 5.1. The Account holder undertakes to indemnify and keep the Bank indemnified at all times against all actions, claims, demands, liabilities, losses, damages, costs, charges and expenses of whatever nature inclusive of any legal costs and disbursements incurred by the Bank in obtaining payment of any monies due and owing to the Bank from the Account holder, The indemnity shall remain valid, subsisting and binding upon the Account holder notwithstanding withdrawal & termination of the contract.
- 5.2. Any legal costs and disbursements incurred by the Bank as against the Account holder shall be deemed to include every sum which would be allowed to the advocates of the Bank in taxation between the advocate and clients to the intent that the Account holder shall afford to the Bank a complete entitlement and unqualified indemnity in respect thereof.

6. VARIATION

- 6.1 The Bank reserves the right to vary, amend or replace all or any of these conditions at any time without prior notice. The Bank shall notify the Account holder of any changes made to these conditions as soon as is practicable and/or available in the Bank's website that is <http://ke.equitybankgroup.com/downloads/Eazy-Loan-Terms--Conditions.pdf> but failure to make such notification shall not invalidate the changes.

7. BREACH OF CONDITIONS

- 7.1 In the event of any breach by the Account holder of any of these conditions the Bank may in circumstances where the Account holder fail to

comply or procure compliance with the terms of a notice served by the Bank on the Account holder, require immediate repayment in full of the outstanding balance on the operative Account.

8. ECOMOTO LOAN SUSPENSION

- 8.1 The Bank may at any time and without notice cancel or suspend the right to utilize EcoMoto Loan entirely or refuse to renew without affecting the Account holder's obligations under this EcoMoto Loan Terms and Conditions.

9. TERMINATION

- 9.1. Either Party may terminate their obligations under this EcoMoto Loan Terms and Conditions at any time on written notice to the other Party. On termination by the Account holder the termination notice should be accompanied by the repayment of the full loan outstanding balance.
- 9.2. Termination shall only be effective upon the discharge of all the outstanding liabilities under this EcoMoto Loan Terms and Conditions.
- 9.3. The Bank may cancel any EcoMoto Loan on written notice from Account holder accompanied by the payment of all sum outstanding loan balance.
- 9.4. The Bank may at any time and without giving reasons or notice terminate this EcoMoto Loan Terms and Conditions and upon such termination the Account holder must repay the full outstanding loan balance.
- 9.5. Termination by either the Account holder or the Bank shall not affect the Account holder's obligations to meet any liabilities incurred prior to such termination. This EcoMoto Loan Terms and Condition will continue until the Account holder has repaid all amounts outstanding including Transactions, interest rates, fees and charges.

10. DISCLOSURE OF INFORMATION

- 10.1. The Account holder agrees that the Bank may disclose details relating to the loan to any third party (including credit agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank or such third party or maintaining the operative account with the Bank or other purpose as the Bank shall deem appropriate.

10.2. The Account holder agrees that the Bank may disclose details relating to the loan including details of default in servicing the Operative Account to any third party (including credit agencies) for the purpose of evaluating the Account holder's credit worthiness or for any other lawful purpose.

11. NON-ASSIGNMENT

The Account holder may not assign or otherwise dispose of any of the Account holder's rights and obligations under this Agreement. The Bank may transfer its rights and obligations under this EcoMoto Loan Terms and Condition.

12. NOTICES AND CHANGE OF ADDRESS

12.1. All notices to the Account holder made under this EcoMoto Loan Terms and Condition shall be sent by prepaid post to the address stated in the application form or to the last address notified to the Bank pursuant to Condition.

12.2. The Account holder shall notify the Bank or any branch in writing of any change of name or address. Until such notice is received the Account holder's address shall be that stated in the application form.

13. INSURANCE

13.1. The Account Holder shall be required to take out a credit life insurance cover to cover death and or disability at the rate of 0.625% of the loan amount.

13.2. The Bank will arrange for such credit life insurance at no extra charge. However, if the Account Holder wishes to obtain a different cover other than that arranged for by the Bank, such cover shall be from a panel of under writers in the Bank's panel which is available on our website <http://ke.equitybankgroup.com/> The Account Holder shall thereafter avail a copy of the policy to the Bank for approval prior to the loan disbursement.

14. CREDIT REFERENCE BUREAUS

The Account holder expressly consents and allows the Bank to forward personal data and full file credit information to licensed credit reference bureaus in accordance with the Banking (Credit Reference Bureaus) Regulations, 2008 and or as modified and or reenactment for the time being in force.

15. CARBON RIGHTS

The Account holder expressly recognises the value of this energy saving product and product warranty to the Account Holder and the environment and agrees to assign the greenhouse gas reductions and or carbon credits derived by the use of this energy product to the Bank.

16. DISCLAIMER OF CONSEQUENTIAL DAMAGES

In no event shall the Bank be liable for any consequential, incidental, indirect, exemplary, inspunitive, special or other damages whatsoever resulting from performance or failure to perform under this agreement or the furnishing, performance or use of any goods sold pursuant hereto, whether due to breach of contract, breach of warranty, strict liability, product liability, the negligence or otherwise.

17. GOVERNING LAW AND JURISDICTION

17.1. This EcoMoto Loan Terms and Condition is governed in all respects by the Laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.

17.2. Any dispute, difference or question whatsoever which may arise between the parties including the interpretation of right and liabilities of either party shall be referred to an arbitrator under the rules of the Arbitration (Amendment) Act 2009 of Kenya or any statutory modification or re-enactment for the time being in force, such arbitrator to be appointed by agreement of both parties and in the absence of agreement within fourteen (14) days of notification of the dispute by either party to the other then on the application of any one party to the Chairman of the Chartered Institute of Arbitrators and the decision of such arbitrator shall be final and binding on the parties hereto.

17.3. Neither party shall be entitled to commence or maintain an action in a Court of law upon any matter in dispute until such matter shall have been submitted and determined as hereinbefore provided and then only for the enforcement of the arbitration award.