

TERMS AND CONDITIONS THAT SHALL APPLY TO THE FACILITY (IF APPROVED)

GRANT OF CREDIT FACILITIES:

This Agreement is made up of:

- The Loan Application Form;
- The Terms and Conditions;
- The Statutory Declaration;
- Data Processing Consent Form.

Should your loan application be approved, alongside this Offer Momentum shall further send you, the applicant, a letter ("**the Confirmation Letter**") confirming the amount of the loan approved as well as the special terms and conditions (if any) that shall further apply to the facility;

The following terms and conditions shall apply to your facility:

- At the Borrower's request, Momentum (*the Lender herein*) agrees to make available to the Borrower the Check off loan facility as set out in the Loan Application Form.

- In the event of default, the Lender will exercise its right to recover any unpaid portion of the loan plus all costs including but not limited to accrued fees, any accrued interest, costs of execution, recovery fees or legal costs.
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2. Interest and Interest Rate Calculations

- The total monthly interest rate chargeable on the facility is calculated at a reducing balance basis, at a rate equivalent to the applicable flat rate on the principal loan amount plus capitalized fees (*where applicable*), subject to the applied loan term, as follows:

Loan term in months	1	3	6	12	18	24	36	48
Applicable interest rate (per month) %	7.50	7.50	5.30	5.30	4.43	4.43	3.69	2.88

Loan term in months	54-120
Applicable interest rate (per month) %	2.75

- For accounts past their loan terms, an interest on the overdue amount shall be charged to a quarter of the loan term
- In the event of prepayment, the processing fees shall be charged in full.
- Alteration of interest-Due to market conditions, the Lender may alter the interest charges by giving the Borrower one calendar months' notice in advance.
- Applicable interest and penalties on outstanding dues and bank charges accrued

Interest on outstanding dues of 0.33% shall be charged on an unpaid installment amount from the fourth day of lateness in payment of the due instalment, on a daily basis until full payment of the amount due. For past term accounts, interest on outstanding dues of 0.33% shall be charged on the outstanding installment amount on a daily basis up to a maximum of a quarter of the original loan term.

3. Loan Repayment

- The Borrower must repay the loan instalment as per his/her Loan Schedule set out in the Confirmation Letter sent by the Lender.
- The Borrower agrees and consents that the Lender shall have the right to deduct the monthly instalments in full, from the Borrower's salary as deductions, from the Borrowers' employer's payroll.
- The Borrower hereby gives the Lender the right to deduct monies owing to it from any unpaid wages or any other remuneration credits payable to the Borrower if the Borrower leaves the service of his/her employer for any reason before the total amount repayable under this Loan facility has been fully paid.

- In the event of the Borrower's death or permanent disability, the Borrower or his/her estate will not be liable for the repayment of any outstanding repayments.
- No cash payments should be issued to an employee or Momentum's agent. The Lender shall not take any responsibility for money paid to any of its employees. All cash deposits should be made to the designated Momentum's Bank account or **Mpesa paybill**.
- If payment is made by cheque or banker's cheque or electronic funds transfer, the payment is deemed to have been received on the date funds are cleared, and not on the date the cheque is deposited or electronic funds transfer initiated.
- By signing this document or by imprinting his/her left thumb print on this document, the Borrower acknowledges and accepts the terms and conditions upon which payment of the loan amount shall be made by the Lender.

4. Cost of Credit, Attendant Costs and Costs of Execution

- The cost of credit constitutes various fees that includes Processing fee, Monthly collection fee, Statement fee, Agency fee, and third-party processing fees.
- The Agency fee caters for the discounted reimbursement of the Agency's expenses.
- Then third-party processing fee shall be applied in the event the subject loan is taken over by any other financial institution in your favor for purposes of managing or processing documentation and catering for miscellaneous costs in respect of the said takeover.
 - A fee of Kshs. 1,000 shall be charged for loan amounts ranging from Kshs. 5,000 to Kshs. 15,000.
 - A fee of Kshs. 3,000 shall be charged for any loan amount above Kshs. 15,001.
- The Borrower agrees that in the event that the Lender incurs any legal charges including advocate and Customer costs in obtaining legal advice in connection with the Facility or incurred by the Lender in any legal, arbitration or other proceedings arising out of any dealings in respect of the Borrowers loan account, then these costs shall be borne by the Borrower.
- The Total Cost of Credit in respect of this loan facility is based on the information that you have provided to Momentum and the related estimated third-party providers' costs and is therefore subject to change depending on various factors affecting the loan facility. In the event, there is a variation to the validity of the information that the Borrower has provided to Momentum. Any change on the outlined costs shall be communicated promptly. The said costs are not legally binding to Momentum and shall not constitute any liability on the part of Momentum.

5. Notices

- All waivers, options, notices shall be in writing and may be served either physically or by registered post or recorded delivery or by facsimile transmission or electronic mail with confirmed delivery.
- Any notice to the Borrower shall be addressed to last known address provided by the Borrower to Momentum. Notices to Momentum shall be addressed to the branch where the application was made or the registered office of the Lender as provided in these terms and conditions, or such other address as one Party may specify by written notice to the other.
- Notice shall be deemed to have been served:
 - if it was served in person, at the time of service;
 - or if it was served by post, forty-eight (48) hours after it was posted to the Borrower's appointed personal address; and
 - if it was served by facsimile transmission or electronic mail, at the time of transmission provided an error transmission report is not received by the sender.

6. Statement Of Account

- 6.1 The statement of account in respect of the loan account shall be made available to the Borrower at their request.
- 6.2 The statement of account issued shall reflect the account's true position as at the specific date issued.
- 6.3 The statement of account is bound to change due to charges/fees incurred on a daily basis.
- 6.4 The statement of account shall set out all deductions from the Borrower's salary, outstanding balance and any amount payable in arrears.

7 Default-

- 7.1 Default will be deemed to have occurred if:
 - 7.1.1 the borrower fails to remit one of any monthly installments on their due date;
 - 7.1.2 the Borrower commits a breach in the performance of any other term and condition of the Facility or any covenant by the Borrower;
 - 7.1.3 the Borrower commits any act of bankruptcy; or becoming of unsound mind;
- 7.2 **Consequences of default:** -
 - 7.2.1 The Lender reserves the right to call up the loan upon which the whole of the monies remaining payable hereunder shall immediately become payable by the Borrower without demand if any event of default as highlighted in Clause 7.1 occurs.
 - 7.2.2 In the event of a default by the Borrower in making payment, Momentum shall have the right to use any money paid by the borrower to pay legal, collection fee and any other other cost, followed by interest and the principal loan amount.
- 7.3 Momentum reserves the right to engage third party debt collectors to recover any total outstanding balance at the debtor's cost.
8. **Cross default-** A default of a material term, covenant, warranty or undertaking of any Transaction Document including this Agreement or any other agreement to which the Borrower and the Lender are parties, or the occurrence of a material event of default under any such other agreement which is not cured after any required notice and/or cure period, the Lender is entitled to exercise its rights to offset and withhold any collateral held by itself during such default or such a circumstance. Further, the Lender may recall with immediate effect the whole of the monies remaining payable hereunder by the Borrower on demand or to repudiate this Agreement if no monies have been disbursed and no costs have been incurred by the Lender, as the case may be.

9. Change Of Circumstances

Momentum reserves the right to review the terms of the loan facility including but not limited to the right to demand immediate payment of any amounts outstanding in respect of the facility:

- 9.1 In the event of any change in applicable law or regulation or existing requirements of, or any new requirements being imposed by any governmental, fiscal, monetary, regulatory or other authority the result of which in the sole opinion of Momentum is to increase Momentum's costs or reduce the effective return to Momentum.
- 9.2 The occurrence of an event that materially and adversely affects the Kenyan lending market; and
- 9.3 If for any reason including, without limitation, the occurrence of force majeure events, it becomes unlawful or impossible for Momentum to give effect to its obligations in respect of the loan facilities or any of the obligations expressed as being assumed by the Borrower or any relevant party under the terms and conditions and the security ceases to be valid, legal, binding and/or enforceable against the borrower or the relevant party (as the case may be) in accordance with their respective terms.

Momentum will give notice in writing to the Borrower of such event and its obligation to make the loan facility

available shall be cancelled and the Borrower shall within seven (7) days of such notice repay to Momentum all moneys outstanding under the loan facility together with all accrued profit or interest thereon to the date of repayment.

10. Indemnities

- 10.1 The Borrower shall indemnify Momentum on demand (without prejudice to Momentum's other rights) for any cost, expense, loss or liability sustained or incurred by Momentum in consequence of:-
 - 10.1.1 Any amount of the loan facility(ies) not being disbursed for any reason;
 - 10.1.2 any default or delay by the Borrower in the payment of any amount when due in respect of the loan facilities; and
 - 10.1.3 The occurrence or continuance of any Event of default or any event which, with the giving of notice and/or lapse of time and/or upon Momentum making the relevant determination, would constitute an Event of Default.
- 10.2 Losses Covered: Without derogation from the generality of clause 10.1 above, the indemnity contained in the clause shall extend to any loss (including loss of margin), expense or liability sustained or incurred by Momentum as a result of non-payment by the Borrower of any amount due from it hereunder.

11. General

- 11.1 This agreement is the whole agreement between Momentum and the Borrower.
- 11.2 The Borrower acknowledges that he or she fully understands the provisions of this Agreement and has entered into it voluntarily for his or her own benefit.
12. The Borrower represents and warrants that they, their employees, subcontractors and/or agents shall comply with all national labour laws, specifically those prohibiting any form of child labour, exploitation of children and/or forced labour. The Borrower shall further comply with national environmental and social laws; and health and safety regulations

13. Taxes;

- 13.1 All fees payable to Momentum under this Agreement are exclusive of all applicable tax(es) at the rate then required by Law.
- 13.2 The Borrower remains responsible for the payment of all applicable **tax(es) as and when it becomes due.**
- 13.3 The Borrower shall be required to repay the fee(s) together with the applicable tax(es) that may be payable on the fee(s).
- 13.4 In the event of any variation of the applicable tax(es) payable by the Borrower, the Borrower shall be obligated to pay Momentum an additional amount over and above the stipulated instalment amount equal to the tax due.
- 13.5 The Borrower shall hold Momentum harmless and indemnify Momentum from and against any costs, claims, damages and any other liability relating to the regulatory costs incurred in compliance with this clause.

14. Data Protection

- 14.1 It is hereby understood and agreed that the personal data herein has been directly obtained from the Borrower who has provided this data to the Lender to facilitate the processing of the loan facility sought by the Borrower.
- 14.2 It is hereby understood and agreed that by signing this contract the Borrower:
 - i) must provide personal data which is required for facilitating the processing of the loan facility through sharing to Momentum's pre- approved service providers, including but not limited to Customer Loyalty Program partners
 - ii) must provide personal data which is required for establishing and maintenance of business and for the fulfillment of the Lender's contractual and legal

obligation;

- iii) consents to the Lender processing the data as per its internal company policy;
- iv) has given consent to the Lender to contact the next of kin on various instances, including but not limited to debt collection.
- v) has given consent to the Lender to continue holding and processing the data provided even after all obligations under the loan facility has been settled for a variety of purposes including but not limited to cross selling, research, product development, analysis of market trends, operation of the Lender's regulations and procedures;
- vi) is at liberty to exercise its rights as a data subject and as is provided by the Data Protection Act of 2019, Laws of Kenya;
- vii) consents to the use of their personal data from time to time by the Lender to market the company's products. The Borrower may opt out of receiving marketing communication at any time within the duration of their loan by officially communicating to MCL through the prescribed channel of communication.
- viii) the Lender undertakes to ensure the personal data provided by the Borrower is processed in accordance with the Data Protection Act, Laws of Kenya.

14.3 For queries and more information on our Data Protection Policy, the Borrower may contact our Data Protection personnel at cx@momentumcredit.co.ke

15. Credit Reference Bureau- It is hereby understood and agreed that by signing this contract the borrower authorizes the Lender to access any information available to assess his/ her application and also gives the Lender permission to register details of the conduct of the Borrower's account with any Credit Rating Bureau, and the Borrower waives any claim he or she may have against the Lender in respect of such disclosure.

16. The lender is also at liberty to discount on or trade in the debt arising from his loan without making any further reference to the borrower.

17. The Lender will collect full interest accrued on any account settled after the final payment due dates as per original contract

18. Loan Cancellation:

18.1 Where the loan is cancelled at any stage of processing before disbursement of the funds, the Borrower shall be obligated to pay any loan origination costs incurred.

18.2 Cancellation of the loan before disbursement of the funds should be communicated in writing through the email to cx@momentumcredit.co.ke or by an official letter.

18.3 If the loan is cancelled after receipt of the funds, the Borrower shall reimburse the disbursed amount plus the loan origination costs within 48 hours of receipt of the said funds. The same shall be communicated in writing through the cancellation email or an official letter accompanied with the proof of refund. Failure to which Clause 7 of the Terms and Conditions shall take effect.

19. Dispute resolution

19.1 In case any complaint regarding the loan contract herein or any transactions thereof, the borrower may choose to first seek resolution from the Lender in writing via email, addressed to the following official email address;

cx@momentumcredit.co.ke

19.2 Both Parties further consent to the exclusive jurisdiction of the courts of law of the Republic of Kenya to settle any issue, dispute, claim, controversy, difference, question or claims for compensation or otherwise, between them and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding action, or proceeding under or in connection with this Agreement.

19.3 Unless this Agreement has already been repudiated or terminated, the parties shall, (notwithstanding that any dispute is subject to the dispute resolution procedure set out in this agreement), continue to carry out their obligations in accordance with this agreement.

20. Jurisdiction- This contract arising out of the Borrower's acceptance of the Facility on the terms and conditions set out herein shall be governed by and construed in all respects in accordance with Laws of Kenya and to the exclusive jurisdiction of the Kenyan Courts.

21. Amendment, modification and waiver

26.1 The Lender reserves the right to amend or vary these terms and conditions from time to time or to withdraw the Service at any time.

26.2 The continued use of applying for a Top Up shall be bound by the terms of any such amendment or variation which will be effective immediately.

26.3 The Lender may give notice of such amendments via email notifications to the Borrower and at the Lender's discretion on the website

26.4 The amendment of these terms and conditions shall be communicated promptly to the Borrower.

22. Offer Period- The offer contained in this Letter is available to the Borrower for acceptance for a period of no less than one month from the date of this Letter after which date the customer should have read understood the terms and conditions mentioned above, the offer will lapse on expiry of this period unless extended in writing by the Lender. The borrower is at liberty to consult independently on any term or condition in this agreement.

IN AGREEMENT and UNDERSTANDING thereof, the Borrower accepts such offer on such terms and conditions set out above and hereby affixes their respective signature:

Client's Witness :

Names: _____

Phone No: _____

Signature: _____

Date: _____

BORROWER (please sign here):

Surname: _____

Other Names: _____

Phone No: _____

Signature: _____

Date: _____

AUTHORITY TO EMPLOYER TO RECOVER LOAN THROUGH CHECK-OFF SYSTEM

I _____ whose

particulars are as indicated above, do hereby give my employer _____ of
P.O. Box _____ irrevocable authority to recover from my salary payments of Kshs. _____ per
month over a period of _____ months, Effective _____ and remit the same to MOMENTUM, Head Office, P.O. Box
29175 - 00200, Nairobi for the credit of my loan account in MOMENTUM. In addition, I hereby give authority to MOMENTUM to add the
interest on late payments referred to in Clause 2.4 to the principal amount by increasing the loan balance by the extent of the additional
interest amount.

Date: _____ Sign:

REPUBLIC OF KENYA IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT,
(CAP 15 OF THE LAWS OF KENYA)
STATUTORY DECLARATION

I, _____, of
 Post Office Box _____, In the Republic of Kenya do hereby make oath and
 declare as follows:

1. THAT I am a [male/ female] adult of sound mind and the lawful holder of a Kenyan National Identity Card Number _____ and I am therefore competent to swear this Declaration.
2. THAT I authorize Momentum Credit Limited ("Momentum") to obtain any information it may require relating to this loan application from my employers,
3. THAT In consideration to Momentum agreeing to grant me the loan applied for, or such lower sum and at such interest and costs, and on the terms and conditions set out as part of this application, I hereby request and irrevocably authorize my employer to deduct monthly installment from my salaries the principal sum, interests and costs as shall be advised by Momentum and remit the same for such period as Momentum shall advise from time to time towards the repayment of the loan.
4. THAT for as long as any such loan shall be outstanding, I hereby assign all my final and terminal dues excluding pension of whatsoever nature with my employer to Momentum, and I accordingly hereby request and authorize my said employer to pay out the said dues to the Momentum whenever they become due and payable unless otherwise advised by Momentum.
5. THAT I will be in use of the telephone contacts avail to the lender for the duration of the loan.
6. THAT in case of any communication with
 regards to my loan account, I will promptly contact Momentum Credit Limited's care center +254 (0) 709 434 900
7. THAT in the event of default, Momentum is at liberty to contact my employer to ascertain my employment status and/or check off status.
8. THAT I have provided all the documentation necessary to secure the loan facility sought including but not limited to my Identification card, copies of my original pay slips, clear current photo.
9. THAT the settlement statement I will be given will have fifteen (15) -day validity period to allow me to plan for the payoff of the facility.
10. THAT I am fully aware that Momentum Credit Limited and/or its agents will send any communication with regards to my loan (Statements, Demand Notices, and Repossession Letters) either personally and/or to the Postal, email addresses and their registered phone number via SMS and/or WhatsApp availed on the loan application,
11. THAT I shall pay to MCL, in addition to the applicable installment interest on any installment(s) or part installment which remains unpaid, a roll over interest fee of 0.33% per day of the outstanding installment from the fourth (4th) day after the due date.
12. THAT I have received a copy of the Check Off Loan Application Form, Terms and Conditions and the Statutory Declaration.
13. THAT I have read and understood the entire contract in respect of this loan facility that comprises of the Check Off Loan Application Form, Terms and Condition and that I have voluntarily signed all the pertinent documentation including this Statutory Declaration.
14. THAT I make this Declaration believing the same to be true and in accordance with the provisions of the Oath and Statutory Declaration Act Cap 15 of the Laws of Kenya.

DECLARED AT NAIROBI THIS _____ DAY OF _____ 20 _____

BY THE SAID

Name _____

Signature _____

Date _____

Client's Witness;

Name _____

Signature _____

Date _____

Practicing Certificate Number: _____

I, _____ the Data Subject herein agree and give consent as follows:

1. That I have given my personal data to Momentum to facilitate the processing of the loan facility herein.
2. That I consent my personal data being processed as per Momentum's Data Protection Policy, Data Privacy Statement and the Data Protection Act, 2019 and its subsequent regulations.
3. That I am aware that I may withdraw my consent at any time by using Momentum's Consent Withdrawal Form available in any of Momentum's branches.
4. That my personal data may be used for various purposes including, but not limited to, processing applications for loan facilities or access to services, verification of a borrower's identity, carrying out credit scoring, complying with a contractual or legal obligation, prevention and detection of fraud or other crimes; and for one or more purposes as stated in Momentum's Data Privacy Statement.
5. That I give my express authority to Momentum to disclose my personal data to third parties where Momentum has a legal justification to do so or a duty to comply with regulatory obligations to third parties including but not limited to:
 - 5.1 law enforcement agencies, regulatory authorities, courts or other statutory authorities working within their legal mandate;
 - 5.2 fraud prevention agencies, anti-money laundering agencies and CRB agencies and;
 - 5.3 debt collection agencies or other debt recovery entities and individuals such as advocates; valuation, tracking companies; auctioneering firms; related parties; insurance companies; and any other person (natural or legal) that Momentum deems legitimately necessary to disclose the data to.
6. That I am aware that I am at liberty to exercise my rights as a data subject as provided by the Data Protection Act, 2019 and its subsequent regulations. Such rights include:
 - 6.1 the right to be informed;
 - 6.2 the right to access their data;
 - 6.3 the right to correct/erase false and misleading data;
 - 6.4 the right to restrict/object to the processing of their personal data and;
 - 6.5 the right to data portability.
7. That I have given consent to Momentum to continue holding and processing my personal data after the maximum period of seven (7) years even after all obligations under the Loan Facility have been settled for various purposes including but not limited to research, cross selling, product development, analysis of market trends, statistical survey and legitimate marketing purposes.
8. The borrower has the option to revoke their consent to receive marketing materials by visiting the business' website, downloading Form DPG5 from the Data Privacy section, filling it out, signing it, and submitting it to the cx@momentumcredit.co.ke
9. That I am aware that Momentum has in place proper, technical and organizational, measures to ensure the security, confidentiality and availability of such personal data.
10. That by signing below, I represent and warrant that I am the owner of the personal data as set out in my loan application form and/ or other loan documentation and/or otherwise provided by me possessed by Momentum, and that I have read and understood all of the above provisions, including Momentum's Data Privacy Statement accessible on its website on <https://momentumredit.co.ke>

Signed by the Data Subject:

Name: _____ Signature: _____

Date: _____

CUSTOMER CARE CONTACTS

+254 709 434 000 | cx@momentumcredit.co.ke

www.momentumcredit.co.ke



MOMENTUM