(Please read this Product Disclosure Sheet before you decide to take-up the Sahih Insurance Premium Financing Facility of Momentum Credit Limited. Be sure to also read the terms of the Letter of Offer. Seek clarification from Momentum Credit Limited if you do not understand any part of this document or the general terms.***)***.

1. Important:

- The terms and conditions indicated in this Product Disclosure Sheet are tentative/ indicative and may change at the discretion of Momentum. Final terms and conditions will be read jointly and superseded as stipulated in the Letter of Offer and Murabaha Agreement after credit assessment and approval for the financing.

2. What is Sahih Takaful Premium Financing?

- The Sahih Takaful Premium Financing Facility ("**Facility**") is a Shari'ah compliant product designed to help MCL's customers ("**Customer**") to access funds to pay for Takaful cover for their motor vehicles ("**Vehicle**") using the Shari'ah concept of Tawarruq arrangement.

3. What is Tawarruq?

- ***Tawarruq*** refers to the process of purchasing a commodity for a deferred price determined through ***Murabahah*** (Mark-up Sale) and selling it to a third party for a spot price so as to obtain cash. The cash is then used to pay for Takaful premium to Takaful Companies in exchange for Takaful cover for their Vehicle.

4. How the Product Works

- Customer is in need of money (say Kes 30,000.00) to pay for Takaful premium for his/her Vehicle. He/she applies to MCL for Kes 30,000.00 to be used to pay for the Takaful premium.
- MCL as the principal buys directly or through authorized agent a commodity* on spot from Bursa Suq Al Sila'** ("**BSAS**") online market worth Kes 30,000. MCL thereafter owns the commodity.
- MCL offers to sell the commodity to the Customer at Kes 30,000.00 plus profit (on deferred Murabahah basis) and Customer accepts the offer to purchase the commodity. Upon the purchase, the Customer now owns the commodity. Thereafter, the Customer appoints MCL as his/her agent to sell the commodity on BSAS.
- Through BSAS online platform, the Customer through MCL as his/her agent will sell the commodity to another buyer on spot for Kes 30,000.00.
- MCL as authorized by the Customer will then transfer to Takaful Company the amount received from the sale in exchange for the Takaful policy cover which MCL will hand over to the Customer.
- Customer then pays to MCL the KES 30,000.00 plus MCL's profit in deferred payments (monthly installments) on due dates.

  - **Please note:**

  ** The commodity shall be a Shari'ah compliant commodity approved by the Shari'ah Supervisory Board of MCL to be traded under the Facility and shall be acceptable to the parties.*

  ***The trading is carried out on a multi-commodity trading platform such as Bursa Suq Al Sila' or any other commodity trading platform, which facilitates Tawarruq transactions and has been approved by the Shari'ah Supervisory Board of MCL.*

5. What are the features of this Facility?

- The Customer will pay a security deposit equivalent to twenty per cent (20%) of the Facility amount to MCL.
- The Facility and product are Shari'ah compliant as approved by MCL Shari'ah Supervisory Board.
- There are no extra charges on early settlement.
- Complete transparency.
- Speed: application process is completed, and Takaful cover provided within 24 hours.
- No top up.

6. What are the benefits of this Facility?

- You will obtain a Shari'ah compliant insurance cover.
- You will make monthly instalment repayments to MCL.
- There is no additional security required.

- Fixed profit rate during the term of the Facility.
- The Facility term is for a period of 10 months.

7. What documents do I have to provide?

- Copy of the Logbook and Valuation Report/Sales Agreement
- KRA PIN
- Passport photos
- Copy of the National Identification Card or Passport;

8. What are my obligations?

- To provide valid and accurate identification information and documents.
- To pay all outstanding amounts on time.
- To pay the scheduled payments comprising of principal and profits (calculated based on outstanding principal).
- Payments are generally scheduled on monthly basis (calculated based on PR and daily balance amortization basis).
- To settle all amounts outstanding on or before the expiry of the Facility term, that is, maturity date.
- **IMPORTANT: Your payment amount will be FIXED throughout the financing tenure. If payment falls on non-working days or publicholiday, payment shall be made on the immediate preceding working day.**

9. What are the charges that I have to pay?

a) Profit Rate:

i) Two per cent (2%) per month of the Facility amount, for motor vehicles with four or more wheels.

ii) Two Decimal Five per cent (2.5%) per month of the Facility amount, for two-wheeled motor vehicles with two and three-wheeled motor vehicles.

b) ***Contracted Profit Rate (CPR) charges is fixed at the point of issuance of Letter of Offer. ***

Example:

c) Facility Amount/ Commodity Purchase Price	:	Kes 30,000.00
d) Financing Term	:	10 months
e) Contracted Profit Rate	:	2% p.m.
f) Payment Amount (on CPR)	:	Kes ****.00
g) Total Profit	:	Kes ****.00
h) Commodity Selling Price	:	**Kes ****.00**

i) Valuation report:

j) As charged by the Valuer (if applicable)

11. What if I am unable to proceed with the transaction and wish to cancel?

- You must notify MCL of your decision to cancel in good time. MCL will then cancel the transaction and refund the security deposit back to you after deducting any expenses incurred in the cancellation of the Facility.
- If you have problems meeting your payment obligations, contact us early to discuss payment alternatives.

12. What if I fail to fulfill my obligations?

- MCL will terminate the Facility and shall notify the Takaful Company to cancel the policy and refund back the portion of the premium paid by MCL to it pro-rata to the term of the policy that is not utilized.
- In the event that there are days when the policy was still active but no instalment had been paid by the Customer:
  - MCL will issue a written demand for the payment outstanding;
  - MCL may report you to licensed credit reference bureaus;
  - MCL will commence debt recovery activities (including engaging third-party debt collection agencies); and

- Legal action will be taken against you including bankruptcy proceedings.

Note: If MCL commences any debt recovery proceedings or takes any legal action against you, your credit rating will be affected leading to credit and other facilities being more difficult to obtain or expensive for you.

13. What if I make excess monthly repayments?

- The excess amount will be applied to reduce the outstanding amount.

14. What if I settle the Facility fully before its maturity?

- You will not be subjected to any early settlement charges, fees or penalties.

15. Do I require to provide a security?

No. The one (1) month security deposit paid will suffice as collateral for the Facility plus the insurance cover in which MCL rights are duly noted.

16. What should happen in case of a claim?

In case of a claim in which the underlying asset can be repaired, kindly contact us via 0709434434 or portfolio@momentumcredit.co.ke for us to assist with the repair of the asset. In case of a total loss of the asset as a result of theft, accident or any other covered risk, the claim proceeds shall be paid to us by the insurer after which we will pay off your Takaful Premium Financing facility and remit any balance thereof to you. As the claim is being processed up to when it is fully settled, you will still be required to make your Takaful Premium Financing instalment payments as scheduled at the onset of the facility.

17. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in timely manner through calling via 0709434434 or send us an email to portfolio@momentumcredit.co.ke

18. Where can I get assistance and redress?

- If you have difficulties in making payments or require clarification on our Sahih Takaful Premium Financing Facility product, you should contact us as soon as possible. You may contact us at: Contact Centre: 0709434434; Website chat: http//:
- If you wish to complain about our Sahih Takaful Financing Facility product or services provided by us, you may contact our Shariah Compliance Officer at 0798936169 or send an email to h.jama@momentumcredit.co.ke or send your letter to:

  Customer Experience Team
  Momentum Credit Limited 9th Floor,
  International House, Mama Ngina Street,
  P. O. Box 29175 - 00100,
  Nairobi, Kenya

- SAHIH TAKAFUL PREMIUM FINANCING FACILITY PRODUCT
  If you are not satisfied with any answer or assistance or resolution proposed by our Shariah Compliance Officer, you may write an email to the Shari'ah Advisory Board of Momentum at ssb@momentumcredit.co.ke

19. Where can I get further information?

- For more information on obtaining the Sahih Takaful Premium Financing Facility, please refer to our Terms and Conditions, available on our website https://momentum.ke/

IMPORTANT NOTICE:

LEGAL ACTION MAY BE TAKEN AGAINST YOU IF MONTHLY INSTALLMENTS ON YOUR TAKAFUL FINANCING FACILITY ARE NOT PAID PROMPTLY ON THE DUE DATE.

<u>**COMMODITY MURABAHAH (TAWARRUQ) AGREEMENT**</u>

This Commodity Murabahah (Tawarruq) Agreement (**"Agreement"**) is made on__________day of ________________, 20________ between, the Parties:

(1) MOMENTUM	**(2) THE CUSTOMER**
MOMENTUM CREDIT LIMITED Registration number: ___________________ Physical address: 9th Floor, International House, Mama Ngina Street, Nairobi Postal address: P.O. Box 29175 - 00100 Nairobi, Kenya, E-mail: ___________________ Website: ___________________ Phone number: ___________________ (hereinafter referred to as the "**Momentum**" which expression shall, where the context so requires, include the Momentum's successors in title and assigns, whether immediate or derivative) of the first part.	**[FULL NAMES OF THE CLIENT]** National ID number: ___________________ Address: ___________________ E-mail: ___________________ Phone number: ___________________ (hereinafter referred to as the "**Customer**" which expression shall, where the context so admits include the Customer's personal representatives, successors, heirs, and assigns, whether immediate or derivative) on the other part.
Both hereafter collectively referred to as the "**Parties**" or separately as "**Party**".	

BACKGROUND:

A. Pursuant to Recital (B) below, the Customer has applied to Momentum for the Commodity Murabahah - Takaful premium financing facility to be utilized towards the payment of the premium in respect of a Takaful cover for the Customer's Asset (defined in the General Conditions) by Momentum to a Takaful company on behalf of the Customer.
B. Momentum has at the request of the Customer agreed to grant and make available to the Customer, the Commodity Murabahah - Takaful premium financing facility in a maximum principal amount (hereinafter referred to as "**Facility**") as set out in the Letter of Offer (defined in the General Conditions) as may from time to time be fixed by Momentum in its sole and absolute discretion on the terms and conditions of, inter alia, this Agreement, for the payment of the premium in respect of a Takaful cover for the Customer's Asset by Momentum to a Takaful company on behalf of the Customer.
C. The Parties have negotiated and agreed that it is mutually beneficial to enter into this Agreement to govern their relationship and establish the boundaries of responsibilities of the Parties with regard to the financing of the premium of the Takaful cover by Momentum and subject to all covenants, terms, and conditions set out in this Agreement entered into by Momentum and the Customer,
D. The Parties have signed this Agreement, consisting of the Special Conditions and the General Conditions.

I. SPECIAL CONDITIONS FOR THE COMMODITY MURABAHAH (TAWARRUQ) AGREEMENT

1.	Service/Product Type:	Commodity Murabahah - Takaful premium financing facility
2.	Maximum Principal Amount:	As set out in the Letter of Offer
3.	Repayment conditions:	Pursuant to this Agreement and Letter of Offer

4. Pursuant to terms of this Agreement, and at the request of the Customer, Momentum has made available the Facility comprising of the maximum principal amount and other fees and costs as hereinafter provided, to the Customer which Facility funds shall be applied to finance the payment of the premium for the Takaful cover of the Asset by Momentum on behalf of the Customer pursuant to the terms of this Agreement.
5. The Customer authorizes Momentum to be his attorney and in his/her name and on his behalf to execute and do any assurances, acts and things which the Customer ought to execute and do under this Agreement, and exercise any powers and rights in this Agreement.
6. This Agreement sets outs the complete terms and conditions which shall be applicable to the Facility requested by the Customer and granted by Momentum.

7. This Agreement and any amendments or variations thereto take effect on their date of application.
8. The Customer hereby acknowledges that he/she has accessed or received a copy of the Agreement comprising of these Special Conditions and the General Conditions found at this URL link https://www.momentumcredit.co.ke or from Momentum by email or by WhatsApp or by any electronic means, or a hard copy. The Customer acknowledges that he/she has read, has understood, and agrees to both the Special Conditions and the General Conditions that he/she accessed or received.
9. The Customer by signing these Special Conditions hereby irrevocably agrees to be bound by the Agreement, and the execution of these Special Conditions by the undersigned, the Customer shall constitute the execution of the Agreement by the Customer.
10. All other terms and conditions of the Agreement, not specified in these Special Conditions, are set out in the General Conditions of the Agreement, which are binding for both Parties.
11. The Parties agree that the terms of the General Conditions of the Agreement are confirmed as if the same were set out in these Special Conditions of the Agreement in full and that such terms shall for all purposes be deemed incorporated in these Special Conditions of the Agreement.
12. Momentum is hereby authorized to attach these Special Conditions of the Agreement to the General Conditions of the Agreement.

SIGNED by the said **CUSTOMER** in the presence of:

Signature: ....

WITNESS

Name: ....

....

Signature: ....

EXECUTED on behalf of **MOMENTUM CREDIT LIMITED** by duly authorized representative in the presence of:

Name: ....

WITNESS

....

VIVA 365 INSURANCE BROKERS

SAHIH TAKAFUL FINANCING

COMMODITY SALE AGREEMENT

This Commodity Sale Agreement (“Agreement”) is made on__________day of__________________, 20_________between, the Parties:

(1) MOMENTUM	**(2) THE CUSTOMER**
MOMENTUM CREDIT LIMITED Registration number: ___________________ Physical address: 9th Floor, International House, Mama Ngina Street, Nairobi Postal address: P.O. Box 29175 - 00100 Nairobi, Kenya, E-mail:___________________ Website:___________________ Phone number: ___________________ (hereinafter referred to as the “**Momentum**” which expression shall, where the context so requires, include the Momentum’s successors in title and assigns, whether immediate or derivative) of the first part.	**[FULL NAMES OF THE CLIENT]** National ID number: ___________________ Address: ___________________ E-mail: ___________________ Phone number: ___________________ (hereinafter referred to as the “**Customer**” which expression shall, where the context so admits include the Customer’s personal representatives, successors, heirs, and assigns, whether immediate or derivative) on the other part.
Both hereafter collectively referred to as the “**Parties**” or separately as “**Party**”.	

BACKGROUND:

A. Pursuant to Recital (B) below, the Customer has applied to Momentum for the Commodity Murabahah - Takaful premium financing facility to be utilised towards the payment of the premium in respect of a Takaful cover for the Customer’s Asset (defined in the General Conditions) by Momentum to a Takaful company on behalf of the Customer.

B. Momentum has at the request of the Customer agreed to grant and make available to the Customer, the Commodity Murabahah - Takaful premium financing facility (hereinafter referred to as “**Facility**”) as set out in the Letter of Offer (defined in the General Conditions) under the Shari’ah compliant contracts of Murabahah (that is, “**cost plus**”), Tawarruq or Commodity Murabahah (that is, “**monetization**”) and Wakalah (that is, **“agency”**), on the terms and conditions of, inter alia, this Agreement.

C. Momentum as the Musawwariq (defined in the General Conditions) has agreed to sell and Customer as the Mutawarriq (defined in the General Conditions) has agreed to buy the Commodity(ies) (defined in the General Conditions) using the Bursa Suq al-Sila (defined in the General Conditions) online market with an agreed profit mark-up in compliance with the rules and principles of the Shari’ah as determined by the Shari’ah Supervisory Board of Momentum (defined in the General Conditions) subject to the terms and conditions in this Agreement.

D. The Parties have signed this Agreement, consisting of the Special Conditions and the General Conditions.

I. SPECIAL CONDITIONS FOR THE WAKALAH AGREEMENT

1.	Service/Product Type:	Commodity Murabahah - Takaful premium financing facility
2.	Maximum Principal Amount:	As set out in the Letter of Offer
3.	Repayment conditions:	As set out in the Murabaha Agreement and the Letter of Offer

4. Pursuant to terms of this Agreement, Momentum as the Musawwariq (defined in the General Conditions) has agreed to sell and Customer as the Mutawarriq (defined in the General Conditions) has agreed to buy the Commodity(ies) (defined in the General Conditions) using the Bursa Suq al-Sila (defined in the General Conditions) online market with an agreed profit mark-up in compliance with the rules and principles of the Shari’ah as determined by the Shari’ah Supervisory Board of Momentum (defined in the General Conditions), subject to the terms and conditions in this Agreement.
5. The Customer authorizes Momentum to be his attorney and in his/her name and on his behalf to execute and do any assurances, acts and things which the Customer ought to execute and do under this Agreement, and exercise any powers and rights in this Agreement.
6. This Agreement sets outs the complete terms and conditions which shall be applicable to the Tawarruq Transaction (defined in the General Conditions).
7. This Agreement and any amendments or variations thereto take effect on their date of application.
8. The Customer hereby acknowledges that he/she has accessed or received a copy of the Agreement comprising of these Special Conditions and the General Conditions found at this URL link https://www.momentumcredit.co.ke/shariah-compliant-financing/ or from Momentum by email or by WhatsApp or by any electronic means, or a hard copy. The Customer acknowledges that he/she has read, has understood, and agrees to both the Special Conditions and the General Conditions that he/she accessed or received.
9. The Customer by signing these Special Conditions hereby irrevocably agrees to be bound by the Agreement, and the execution of these Special Conditions by the undersigned, the Customer shall constitute the execution of the Agreement by the Customer.
10. All other terms and conditions of the Agreement, not specified in these Special Conditions, are set out in the General Conditions of the Agreement, which are binding for both Parties.
11. The Parties agree that the terms of the General Conditions of the Agreement are confirmed as if the same were set out in these Special Conditions of the Agreement in full and that such terms shall for all purposes be deemed incorporated in these Special Conditions of the Agreement.
12. Momentum is hereby authorized to attach these Special Conditions of the Agreement to the General Conditions of the Agreement.

SIGNED by the said **CUSTOMER** in the presence of:
WITNESS

....

Signature: ....

Name: ....

EXECUTED on behalf of **MOMENTUM CREDIT LIMITED**
by duly authorized representative in the presence of:
WITNESS

....

Signature: ....

Name: ....

WAKALA AGREEMENT

This Wakalah Agreement (**"Agreement"**) is made on___day of__________________, 20________between, the Parties:

(3) MOMENTUM	(4) THE CUSTOMER
MOMENTUM CREDIT LIMITED Registration number: __________________ Physical address: 9th Floor, International House, Mama Ngina Street, Nairobi Postal address: P.O. Box 29175 - 00100 Nairobi, Kenya, E-mail:__________________ Website:__________________ Phone number: __________________ (hereinafter referred to as the "**Momentum**" which expression shall, where the context so requires, include the Momentum's successors in title and assigns, whether immediate or derivative) of the first part.	**[FULL NAMES OF THE CLIENT]** National ID number: __________________ Address: __________________ E-mail: __________________ Phone number: __________________ (hereinafter referred to as the "**Customer**" which expression shall, where the context so admits include the Customer's personal representatives, successors, heirs, and assigns, whether immediate or derivative) on the other part.
Both hereafter collectively referred to as the "**Parties**" or separately as "**Party**".	

BACKGROUND:

E. Pursuant to Recital (B) below, the Customer has applied to Momentum for the Commodity Murabahah - Takaful premium financing facility to be utilised towards the payment of the premium in respect of a Takaful cover for the Customer's Asset (defined in the General Conditions) by Momentum to a Takaful company on behalf of the Customer.

F. Momentum has at the request of the Customer agreed to grant and make available to the Customer, the Commodity Murabahah - Takaful premium financing facility (hereinafter referred to as "**Facility**") as set out in the Letter of Offer (defined in the General Conditions) under the Shari'ah compliant contracts of Murabahah (that is, "**cost plus**"), Tawarruq or Commodity Murabahah (that is, "**monetization**") and Wakalah (that is, **"agency"**), on the terms and conditions of, inter alia, this Agreement.

G. The purpose of this Agreement is: (a) to appoint Momentum as the Wakil (defined in the General Conditions) to be the agent of the Customer, the Muwakkil (defined in the General Conditions); and (b) for the Customer to grant authority to Momentum to sell the Commodity(ies) (defined in the General Conditions) of the Customer to the Bursa Suq al-Sila (defined in the General Conditions) online market on behalf of the Customer in compliance with the rules and principles of the Shari'ah as determined by the Shari'ah Supervisory Board of Momentum (defined in the General Conditions) and embodied in this Agreement.

H. The Parties have signed this Agreement, consisting of the Special Conditions and the General Conditions.

II. SPECIAL CONDITIONS FOR THE WAKALAH AGREEMENT

13.	Service/Product Type:	Commodity Murabahah - Takaful premium financing facility
14.	Maximum Principal Amount:	As set out in the Letter of Offer
15.	Repayment conditions:	Pursuant to this Agreement and Letter of Offer

16. Pursuant to terms of this Agreement, the Customer as the Muwakkil (defined in the General Conditions) has appointed Momentum as the Wakil (defined in the General Conditions), that is to say, to be the agent of the Customer, and the Customer grants authority to Momentum to sell the Commodity(ies) (defined in the General Conditions) of the Customer to the Bursa Suq al-Sila (defined in the General Conditions) online market on behalf of the Customer in compliance with the rules and principles of the Shari'ah as determined by the Shari'ah Supervisory Board of Momentum (defined in the General Conditions) and embodied in this Agreement.
17. The Customer authorizes Momentum to be his attorney and in his/her name and on his behalf to execute and do any assurances, acts and things which the Customer ought to execute and do under this Agreement, and exercise any powers and rights in this Agreement.
18. This Agreement sets outs the complete terms and conditions which shall be applicable to the Wakalah relationship.
19. This Agreement and any amendments or variations thereto take effect on their date of application.
20. The Customer hereby acknowledges that he/she has accessed or received a copy of the Agreement comprising of these Special Conditions and the General Conditions found at this URL link https://www.momentumcredit.co.ke/shariah-compliant-financing/ or from Momentum by email or by WhatsApp or by any electronic means, or a hard copy. The Customer acknowledges that he/she has read, has understood, and agrees to both the Special Conditions and the General Conditions that he/she accessed or received.
21. The Customer by signing these Special Conditions hereby irrevocably agrees to be bound by the Agreement, and the execution of these Special Conditions by the undersigned, the Customer shall constitute the execution of the Agreement by the Customer.
22. All other terms and conditions of the Agreement, not specified in these Special Conditions, are set out in the General Conditions of the Agreement, which are binding for both Parties.
23. The Parties agree that the terms of the General Conditions of the Agreement are confirmed as if the same were set out in these Special Conditions of the Agreement in full and that such terms shall for all purposes be deemed incorporated in these Special Conditions of the Agreement.
24. Momentum is hereby authorized to attach these Special Conditions of the Agreement to the General Conditions of the Agreement.

SIGNED by the said **CUSTOMER** in the presence of:
WITNESS

....

Signature: ....

Name: ....

EXECUTED on behalf of **MOMENTUM CREDIT LIMITED**
by duly authorized representative in the presence of:
WITNESS

....

Signature: ....

Name: ....

RENEWAL CONSENT FORM

Pursuant to the terms of the **Commodity Murabahah (Tawarruq) Agreement**, between Momentum Credit Limited (hereafter referred to as "**Momentum**") and the Borrower:

1. I[BORROWER'SNAME]…………………………………………of [ADDRESS]……………………... do hereby renew my insurance cover, start date being ………………….. and expiry date being ……………………

2. I understand and agree that this Renewal Consent is made and received by Momentum and terms of the previous **Commodity Murabahah (Tawarruq) Agreement** shall be deemed applicable.

3. I understand and agree that the mandatory 20% security deposit required by Momentum in the event of renewal of my insurance cover shall be topped up to my existing loan for a further loan tenure of (ten) 10 months: (*Tick appropriate answer*)

☐Yes ☐ No ☐ N/A

4. I understand and agree that the terms of this Renewal Consent Form are contractual and enforceable.

5. Furthermore, I understand and agree that this Renewal Consent shall be binding upon myself, the undersigned, and my heirs, executors, administrators, personal representatives, successors and assigns.

6. I understand and agree that this Renewal Consent shall be governed by the laws of Kenya.

7. I[BORROWER'SNAME]……………………………………………...of [ADDRESS]……………………. hereby confirm that this Renewal Consent has been read and fully understood by me.

SIGNED by the said **BORROWER** in the presence of: **WITNESS** ……………………………………………………	Signature: …………………………………………………… Name: ………………………………………..………………
EXECUTED on behalf of **MOMENTUM CREDIT LIMITED** by duly authorized representative in the presence of:	Signature: …………………………………………………… Name: ………………………………………..………………

DATA PROCESSING CONSENT FORM

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 **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://momentum.ke/

Signed by the Data Subject:

Name: ____ Date: ______________________

Signature: ______________________

SAHIH TAKAFUL

FINANCING

CUSTOMER CARE CONTACTS

+254 709 434 900

cx@momentumcredit.co.ke

https://momentum.ke

CLAIMS HOTLINE

+254 719 297 266

claims@viva-365.com

www.viva-365.com