

FACILITIES GENERAL TERMS AND CONDITIONS

1. UTILISATION AND DEFINITIONS SECTION.

In this Facility Agreement, words appearing between “inverted commas” for the first time, are defined terms and will have that specific meaning given to them throughout the entire Facility Agreement.	
“Bank”	First National Bank Zambia Limited Registration Number 2008/72041 (hereinafter called “the Bank”).
“Subsidiary”	A subsidiary as defined in section 185 of the Companies Act, No 10 of 2017.
“Borrower/s”	All the entities/persons to whom the Facility/ies are made available.
“Group”	If the Borrower is a company: that company, its Subsidiaries and/or co-Subsidiaries as well as associate companies. If the Borrower is a close corporation, trust or any other entity or body which is not a natural person: that close corporation, trust or other entity or body, any company as well as any other body or entity under its control (“control” has the meaning in the Companies Act, No 10 of 2017).
“Group Member”	Any company, close corporation, trust, entity or body (not a natural person) within the Group, whether incorporated or unincorporated.
“Obligor/s”	Includes: - the Borrower/s or Client; - security providers (new and existing ones); and - sureties/guarantors (new and existing ones).
“Outstanding Balance”	Includes all amounts drawn down/used (regardless of whether payment is due yet) or owing to the Bank in terms of the Facility and includes capital, interest, costs, contingent obligations, any amount equal to the face value of bills accepted or issued by the Bank and which have not yet matured, promissory notes and Instruments (as defined below) issued on behalf of the Borrower and/or Group Member.
“Party/ties”	The Bank and the Borrower/s.
“Facility Agreement”	These agreements govern the Facilities and include the GENERAL TERMS AND CONDITIONS, all SCHEDULES (including replacements), Pricing Letters and amendments thereto from time to time.
“Transaction Document”	The Facility Agreement does not contain all terms and conditions of all Facilities. For some Facilities, the Facility Agreement requires separate Transaction Documents, which include: - other separate agreements (new or existing ones); - other separate security documents (new or existing ones); and - other documents (new or existing ones).
“Business Day”	A day other than a Saturday, Sunday or official public holiday in Zambia; and in case of utilisation of the Facility, available in a country other than Zambia, means a day on which the relevant financial markets are open for dealing in foreign currency deposits between banks and insofar as it concerns a day on which any payment is due by the Borrower in a country other than Zambia, a day on which banks are open for business in the relevant countries.
“Prime Lending Rate”	Is the variable, publicly quoted, basic rate of interest (per cent per annum) generally levied by the Bank from time to time on an overdraft to its first-class corporate borrowers, calculated daily and compounded monthly in arrears. The Prime Lending Rate may vary from time to time.
“ZMW Interest Rate”	Interest on the (Kwacha) Facility will be charged at the Bank of Zambia Monetary Policy Committee Rate (“MPC”) as existing from time to time which may be revised during the lifetime of this facility in response to changes in economic fundamentals including, but not limited to the following: - Disproportionate changes in annual inflation, in comparison to MPC rate; - Disproportionate changes in the cost of deposits in comparison to MPC; - Any changes in the regulatory environment; and - Any other money market factors which may impact the Bank’s ability, and/or cost of

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	funding this facility.
"ZAMBIA"	Zambia.

2. RULES SECTION

In this Facility Agreement the following rules will apply, unless the context suggests otherwise:	
Acts & laws	Any reference to law refers to law as at the date of signature hereof, as amended or re-enacted from time to time. Any reference to any act, law, government, authority or regulator will refer to any act, law, government, authority or regulator, etc of Zambia.
Cross border	This Facility Agreement could apply across jurisdictions and to the extent any provision which is inconsistent with, or prohibited by, the law of the particular jurisdiction, such provision will be severed from the rest of the provisions and be deemed as if deleted from the Facility Agreement in relation to that jurisdiction.
Days	Any number of days is calculated by excluding the first day and including the last day.
Substantive provisions	If any provision in a definition is a substantive provision creating rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substantive clause in the body of the Facility Agreement, even though it is only contained in the definition.
Due dates	If any amount is payable on a day which is not a Business Day, then such payment and interest thereon, will be made on the following Business Day and, if appropriate, any utilisation period will be adjusted accordingly.
Group	If a Subsidiary/ies or other Group Member(s) is authorised to use the Facility, any reference to the Borrower/s will be a reference also to such Subsidiary/ies and/or Group Member(s), and, a reference to Borrower in the singular will also include the plural.
Include	Where the word includes or any variation of it is used, it will not be interpreted as a closed list or as limiting the meaning of the general wording preceding or following the example(s), and the rule that words of the same kind will be interpreted the same way will not be applied in the interpretation of that general wording or those specific examples.
Inconsistency	The Facility Agreement and Transaction Documents must be read together and will apply to all the Facilities, but if there is an irreconcilable inconsistency between anything in the Facility Agreement and any other Transaction Document specifically governing that specific Facility, then the specific provision of the specific Transaction Document for that Facility will be applied instead of the inconsistent provision of the Facility Agreement.
Instruments	<p>The Bank will only (in its discretion) issue any guarantee, Letter of Credit, standby Letter of Credit or instrument which will oblige the Bank to make payment to a third party under specified circumstances, including performance guarantees, contract guarantees, payment guarantees or indemnities, or other instrument regarding any contingency (all of these documents are called "Instruments") if (1) the beneficiary in terms of the Instrument and (2) the Instrument, are acceptable to the Bank in substance and form. The Bank may at any time request the Borrower to provide cash collateral (or additional cash collateral and/or security) and a security cession thereof to the Bank for its obligations under such Instrument.</p> <p>The Borrower may, with the prior written consent of the Bank, allow Instruments to be issued against its Facility in the name of a third-party applicant ("applicant"). The Borrower agrees that even though the Borrower is not reflected as applicant on the Instrument, the Borrower will be liable to the Bank for all drawings and obligations under the Instrument plus all costs, fees and all other amounts in relation thereto whatsoever. Even though the applicant may authorise or instruct the Bank to debit its account for such amounts, the Borrower will always be liable to the Bank for the aforesaid amounts and the Bank may refuse to accept payment from the applicant and may debit the Borrower's account for any such amounts. If any payment by the applicant is reversed, returned or stopped at any time, the Borrower will remain liable to the Bank for all such amounts. The Borrower will take all necessary corporate, legal, internal and other steps to allow the issue of the Instruments in the name of an applicant.</p>
Multiple Borrowers	The Facility/ies may only be used by the Borrower(s) as identified herein and subject to the conditions herein contained. Such Borrowers will be jointly and severally liable for their obligations to the Bank under such Facility/ies.

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Obligations	Where the Facility Agreement refers to “ obligations ” of any Obligor, it will include their present, past and future obligations, duties, accountabilities, undertakings, liabilities, indebtedness and payment obligations to the Bank whether in terms of this Facility Agreement, Transaction Documents, security agreements or other agreements.
Partnership/joint venture	If a Borrower is a partnership/joint venture and it is reconstituted at any time, with the same or different partners then: <ul style="list-style-type: none"> - the Borrower must inform the Bank immediately in writing of the composition of the newly reconstituted partnership; and - without taking away from any other rights of the Bank, the Bank may at any time review and/or renegotiate the Facility with the new partnership; and - if the reconstituted partnership is the principal successor to the business of the previous partnership, then until any negotiations have been concluded and/or if the Bank makes the Facility available to the new partnership on the same terms and conditions, then this Facility Agreement will apply to the reconstituted partnership.
Singular	The singular includes the plural and vice versa.
Utilisation & availability	The Borrower may only use the Facility as provided for in the Facility Agreement or as agreed to from time to time. Where the word Utilisation is used in SCHEDULE 1, it determines the way a Facility may be used. The Borrower/s can only use a Facility/ies, and in a certain form, if the Bank has it available and if the Bank approves it at the time.
VAT	All amounts are quoted exclusive of value-added tax and any other tax, which VAT or tax is payable by the Borrower.
Limits	The overall credit limit for each type of Facility as stated herein is called the “ Limit ”. The Limit may be split up into smaller maximum limits per Utilisation and/or per Borrower/s – these smaller maximum limits under the Limit are called “ Sub-Limits ”. The Borrower/s agree that they will not exceed jointly and severally, the Limit/s or Sub-Limits. If the Limits and/or Sub-Limits are exceeded, the Bank may, without detracting from any of its other rights, immediately cancel the Facility/ies and demand immediate repayment and settlement of the full Outstanding Balance.
Fulfillment of conditions:	
Conclusion	If the Facility Agreement requires any security and/or Transaction Document to be <u>concluded</u> (or <u>conclusion</u> or any variation thereof), before a Facility can be used, then the relevant security must be provided and/or Transaction Documents must be concluded before the relevant Facility may be used and the security document and/or Transaction Document might contain conditions which must be fulfilled (must become unconditional) before the specific Facility may be used.
Conditions	All conditions, security and related documents referred to in this Facility Agreement, Transaction Documents and in security documents must be fulfilled to the sole satisfaction of the Bank (in substance and form) and must be valid, enforceable and unconditional before the Facilities may be used. These conditions are for the benefit of the Bank and the Bank may waive, defer or extend the period for fulfillment of conditions as it, in its sole discretion, deems fit.
Specific conditions	If the Facility Agreement (particularly SCHEDULE 1) requires Specific conditions before the Facility may be used , it means that those requirements must be met in addition to all other conditions of the Facility Agreement before the specific Facility may be used.
Special conditions	The special conditions in the SPECIAL CONDITIONS SECTION in SCHEDULE 3 will also apply to the other Transaction Documents, unless the specific Transaction Document provides otherwise.
General covering security	
Continuing cover	All security by the Obligors will be continuing covering security for all obligations (present, past and future) of the Obligors to the Bank, however arising and accordingly, the security applies across all the divisions of the Bank regarding all obligations of the Obligors, including FNB Corporate Transactional Banking-, FNB Business & Commercial and Specialized Finance(s).
Ongoing	The Facility Agreement, especially the SECURITY SECTION in SCHEDULE 2 and SPECIAL CONDITIONS SECTION in the SCHEDULE 3 may contain future/ongoing obligations which must be complied with.
Reduction of Facilities	

Amortisation & Reduction	<p>If any Facility/ies is amortised and/or in any way reduced from time to time, the amount of the Facility stated in this Facility Agreement may not reflect the actual amount of the remaining Facility currently available to the Borrower.</p> <p>Despite any other rights the Bank may have and despite the demand status of Short-term Facilities, the Bank may in its sole discretion at any time reduce any Limit and/or Sub-limit, or terminate the availability of such Facilities, in which case the Borrower will immediately reduce the outstanding amount of the Short-term Facilities accordingly, or repay the outstanding amount of the Short-term Facilities immediately or in such instalments as the Bank may notify the Borrower of in writing.</p>
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3. SECURITY SECTION

3.1. **Security required:** In addition to (and without taking away from) any security already held by the Bank (or which in future may be held by the Bank), the security and security documents stated in SCHEDULE 2 must be provided and perfected for the Obligors' obligations before any Facilities may be used or drawn-down.

4. PRICING SECTION

- 4.1. **Interest:** Interest will accrue on the debit balance(s) of any Facility at the rate indicated in SCHEDULE 1.
- 4.2. **Interest:** If a specific Transaction Document states the interest provisions and/or the rate for a specific Facility then the interest for that Facility will be paid and determined in accordance with that Transaction Document. In the absence of specific interest provisions in a Transaction Document or to the extent certain interest aspects are not dealt with in a Transaction Document, the interest provisions of this Facility Agreement will apply.
- 4.3. **Interest:** Unless otherwise stated, interest will be calculated on the daily Outstanding Balance and is calculated on a nominal, annual and compounded and capitalised monthly in arrears basis.
- 4.4. **Fees:** Pricing and fees are determined by SCHEDULE 1, Pricing Letter/s and the Bank's usual fees in force from time to time, whichever is the most recent pricing provision. The Bank may, to the extent permitted by law, change its fees from time to time and may set the date from which such changes will apply. A management/facility fee in terms of SCHEDULE 1 is payable and will be debited to the Borrower's account. An annual management/facility fee will be payable thereafter and will be debited to the Borrower's account in the event that a Facility is renewed or if the Facility is used after it expired.

5. REVIEW SECTION

- 5.1. **Review of Facility:** The Bank may review the Facilities at least annually or more often. If the Bank is unable to, or for any other reason fails to, review the Facility, the Bank may, in its sole discretion, allow the Borrower to continue to use the Facility after its expiry. This extension will however not operate as a waiver of the Bank's rights in terms hereof or any other rights that the Bank may have in law, nor will any relaxation or indulgence be deemed to be a novation hereof. Where the Bank allows the Borrower to continue to use any Facility after its expiry, the provisions of this Facility Agreement and Transaction Documents shall continue to apply, notwithstanding any expiry, until the Bank revokes the Facility.
- 5.2. **Extension of Facility:** The Bank may at its discretion, extend, and allow the Facilities to continue to be available for further periods after the review on the existing terms, or subject to such terms and conditions (if any) as the Bank may offer the Borrower and subject to the Bank's pricing mandates in force from time to time.
- 5.3. **Increases/new Facilities:** If after conclusion of the Facility Agreement, the Bank grants new facilities or increases the existing Facilities or any Limits/Sub-Limit, then the Borrower may not use/draw-down the new facility or increased Facility or Limits/Sub-Limit until the Borrower provides the Bank with such information, documents and agreement/s as the Bank may require at the time together with the necessary authorising resolutions.
- 5.4. **Facility Agreement:** If a new facility agreement is signed or any Schedule to the Facility Agreement is replaced by another, such facility agreement or Schedules (as the case may be) replaces all previous facility agreements or Schedules (as the case may be) between the Bank and the Borrower without novating the Facilities and security.
- 5.5. **Survival:** Unless otherwise agreed in writing, all security provided or contemplated in this existing Facility Agreement and all previous facility letters/facility agreements and other facilities will remain in place and of full force and effect and will serve as security under any facility letter/facility agreement/Schedule signed pursuant to the review, increase or new facilities.
- 5.6. **Extension:** If the Borrower does not accept the terms of the extended Facilities, the relevant Facilities may be terminated with immediate effect and the Outstanding Balance will immediately become due and payable or shall be repayable in such instalments as the Bank may notify the Borrower in writing.
- 5.7. **Temporary increases:** The Bank may at its discretion, upon request from the Borrower and subject to the Bank's pricing mandates in force from time to time, approve a temporary increase in the Short-term Facilities and this Facility Agreement will be deemed to have been amended accordingly upon first utilisation of the temporary increase.
- 5.8. **No automatic increase:** The Borrower agrees that:
- 5.8.1. it will not automatically qualify for additional or increased facilities despite the bond(s) being registered for a higher amount than what is allowed under the Facility/ies; and

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- 5.8.2. additional facilities or increased facilities are subject to the Bank's discretion and approval on terms and conditions required by the Bank at the time.
- 5.9. **Currency exchange risk:** All exchange rate, currency fluctuation, volatility risk and losses arising from any cause will be for the account of the Borrower.
- 5.9.1. If any part of the Facility/Facilities is/are denominated in a foreign currency ("**the currency of the account**"), payment under or the repayment of such Facility/Facilities will be made in such foreign currency.
- 5.9.2. The the bank reserves the right to convert the facility to the local currency or vice versa, (at the rate ruling on the day of such switch) in the event of any circumstances arising that dictates, in the Bank's sole opinion, the current or future ability of the Borrower to service the facility would be better served if it were converted to local currency or vice versa.
- 5.9.3. In the event of any legislation or extreme change in market conditions affecting the ability of the Bank to provide or fund Facility in foreign currency or vice versa, the Bank reserves the right to convert into local currency of Zambia(or vice versa) at the rate ruling on the day of such switch.
- 5.9.4. In the event of any excesses, arrears, outright default or if that the Bank demands repayment of any indebtedness of the Borrower, after such demand has been made, the Bank reserves the right, at its sole discretion, to switch any foreign currency indebtedness by the Borrower into the local currency of Zambia or vice versa at the Bank's spot rate ruling at the day of such switch
- 5.9.5. In exercising the aforementioned rights in this Clause 5.9 to switch foreign currency indebtedness into the local currency of Zambia or vice versa, the Bank will not be liable for any losses resulting from exchange rate fluctuations.
- 5.9.6. Any money received by the Bank, or by any person appointed by the Bank, in a currency other than the currency of the account, may be converted by the Bank into the currency of the account or such other currency as the Bank considers necessary to cover the obligations or liabilities of the Borrower. The Bank shall use the Bank's spot rate of exchange for such conversion.
- 5.9.7. Any foreign or cross border transaction or purchase, or transaction involving or referencing foreign currency (regardless of the channel or method of payment) could result in VERY SIGNIFICANT UNFORESEEN additional costs, charges or losses and risks (over which the Bank has no control), which the Client or the Bank might not be aware of or which might not be disclosed by a third party or anyone to the Client before the Client approves or makes payment. Before making payment, Clients should determine whether the proposed transaction involves or references any foreign currency, has a cross border component, whether the third party that will get paid is a foreigner and what additional costs and charges will be incurred and what the risks are. The Client hereby agrees that it understands these risks and the Client agrees to pay to the Bank on demand all such additional costs, charges and make good any losses, regardless of whether the Client had knowledge of such additional costs, charges or losses.

6. SET-OFF, DEDUCTION & WITHHOLDING SECTION

- 6.1. **Deductions & set off:** The Borrower may not set off or deduct from any amount due and payable by it to the Bank, any amount due by the Bank to the Borrower or any other Group Member. The Bank may deduct and set off from any amount due by the Bank to the Borrower, any amount due and payable to the Bank by the Borrower. This clause is always subject to the Netting clause below. All payments due to the Bank will be made without deduction of –
- 6.1.1. taxes, levies, imposts, duties, charges, fees or any deductions withholding of any nature which may now or hereafter be imposed by any government or any of its departments or by any department of the government of the country of the currency in which the loan or Facility is denominated;
- 6.1.2. any exchange commissions or bank charges which may be imposed on remittal from the Zambia;
- 6.1.3. any other amount of any nature whatsoever.
- 6.2. **Withholding and penalties:** If any withholding, tax payment, set-off or deduction contemplated above occurs or increases, the Borrower will be liable for such amounts and the Borrower must increase the amount paid to the Bank to ensure that the Bank receives the amount it would have received and retained had such withholding, tax payment, set-off or deduction not been required. If the Bank is obliged to pay any withholding/other tax of any nature on any amount relating to an Obligor (other than a tax on its overall net income), the withholding/tax will be refunded/paid by the Borrower to the Bank on demand. Should the Bank incur any penalties, fines, interest expense, costs or fees due to any breach or non-compliance by the Borrower with Visa or Master rules or any other payments system, process or mechanism, the Borrower will be liable to the Bank for such amounts.
- 6.3. **Netting:** A "**Derivative Transaction**" is any transaction pursuant to an agreement as contemplated in Section 164 of the Corporate Insolvency Act, No 9 of 2017 and includes swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, sell/buy back transaction, repurchase transaction, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross currency rate swap transaction, currency option or any other similar transaction or combination of these transactions.

Should the Facility become due and payable and any amount remain outstanding, the Borrower will repay to the Bank an amount calculated as follows:

- 6.3.1. the settlement amount in respect of each terminated Derivative Transaction **PLUS**
- 6.3.2. all other amounts not taken into account in (1) above, owed by the Borrower to the Bank, (which, if not denominated in Rand will be converted to Rand at the rate at which the Bank could, in good faith, purchase Rand with the currency concerned) **MINUS**
- 6.3.3. all amounts other than those taken into account in (1) above, owed by the Bank to the Borrower (which, if not denominated in Rand will be converted to Rand at the rate at which the Bank could, in good faith, purchase Rand with the currency concerned).
- 6.3.4. The settlement amount will be determined by the Bank in good faith based on at least two quotations obtained from financial institutions active in similar types of Derivative Transactions in Lusaka and will be the Kwacha amount that such financial institution would either pay to, or charge, the Bank, to assume the rights and obligations of the Borrower under the relevant Derivative Transaction on the early termination date. If the amount so determined would be payable by the Bank to the financial institutions, such amount will be deemed a positive amount and if the amount would be payable by the financial institutions to the Bank, such amount will be deemed a negative amount (the result being that a positive amount will be payable by the Borrower to the Bank and a negative amount by the Bank to the Borrower).

7. BREACH SECTION

7.1. In this Facility Agreement a **“Material Adverse Effect”** means, in the reasonable opinion of the Bank, an event, circumstance or matter or combination of events, circumstances or matters that has, or may, materially adversely impact on:

- 7.1.1. the ability of any Obligor to perform any or all its obligations under any Facility Agreement, any security documents or Transaction Documents; and/or
- 7.1.2. the business, financial condition or assets of any Obligor, as a result of which it will be unable to comply with its obligations in terms of any Facility Agreements, any security documents or Transaction Documents; and/or
- 7.1.3. the validity and enforceability of any Facility Agreements, any security documents or Transaction Documents.

7.2. **A breach takes place if any of the following events occurs:**

- 7.2.1. non-payment on due date of any amount under the Facility Agreement, security documents, Transaction Documents or other agreement with the Bank by any Obligor;
- 7.2.2. non-compliance with any other provision of this Facility Agreement which is not remedied within 5 days after being called upon to remedy, or any breach occurring in any security documents, Transaction Documents or other agreement with the Bank, as specified in such agreements;
- 7.2.3. act/s of insolvency specified in the Corporate Insolvency Act, No 9 of 2017 occurs regarding any Obligor;
- 7.2.4. any Obligor is, or is deemed, by any authority or legislation, to be unable, or admits its inability, to pay its debts as they fall due, suspends making payments on any of its debts, or because of actual or anticipated financial difficulties, starts negotiations with any of its creditors to reschedule any of its debt;
- 7.2.5. attachment of any asset of any Obligor deemed by the Bank to be a material asset and the Obligor fails within 14 Business Days of the attachment to take the necessary steps to have such attachment set aside and thereafter to pursue such steps with due diligence to a successful conclusion;
- 7.2.6. judgement be granted against any Obligor, (1) which remains unsatisfied for a period of 7 Business Days after date of judgement or (2) should the Borrower fail within 7 Business Days of judgement to take the necessary steps to appeal against, or rescind, the judgement and thereafter to pursue such appeal or rescission with due diligence to a successful conclusion;
- 7.2.7. winding up, curator- or receivership, business rescue order or judicial management order, whether provisional or final, and whether voluntarily or compulsorily, be granted regarding any Obligor or any action or steps, including notice of meetings of any stakeholder, is taken by anyone, to place any Obligor in liquidation or under business rescue;
- 7.2.8. compromise, composition or arrangement with creditors generally, or any class, is concluded or proposed by any Obligor;
- 7.2.9. any Obligor becomes unable to conduct its normal course of business for whatever reason;
- 7.2.10. financial distress (as defined in the Corporate Insolvency Act No 9 of 2017) arises in respect of any Obligor;
- 7.2.11. a moratorium is declared regarding any indebtedness of any Obligor;
- 7.2.12. any corporate action, legal proceedings or other procedure or step is taken relating to:
 - 7.2.12.1. the suspension of payments, a moratorium of any indebtedness, liquidation, winding-up, dissolution, administration, judicial management, curator- or receivership, business rescue, reorganisation (by way of voluntary arrangement, or by court order or otherwise) or sequestration of any Obligor; or
 - 7.2.12.2. a composition, compromise, assignment or arrangement with any creditor of any Obligor; or
 - 7.2.12.3. the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, business rescue practitioner, judicial manager, trustee or other similar officer regarding

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- any Obligor or any of its assets; or
- 7.2.12.4.enforcement of any security over any assets of any Obligor; or
- 7.2.12.5.or any similar procedure or step is taken in any jurisdiction;
- 7.2.13.any material indebtedness, obligation or loan owing by any Obligor to anyone becomes due and payable before its specified maturity because of default, or non-payment when due;
- 7.2.14.any warranty or representation made by any Obligor, which was relied upon by the Bank in offering the Facility or accepting the relevant security, is untrue or incorrect in any material respect;
- 7.2.15.a Limit or Sub-Limit is exceeded without obtaining prior written approval from the Bank (which approval may be refused);
- 7.2.16.a Facility is made available by the Borrower to any Group Member(s) without first complying with the requirements of the Facility Agreement relating thereto;
- 7.2.17.any Material Adverse Effect occurs, or any event or circumstance occurs, which has or is reasonably likely to have a Material Adverse Effect;
- 7.2.18.a meeting is proposed or convened, a resolution is proposed or passed, application is made, or order is applied for or granted, to commence any business rescue or judicial management proceedings (or any similar proceedings) regarding any Obligor or any similar procedure or step is taken in any jurisdiction.
- 7.3. **If any breach occurs, the Bank may, in addition and without prejudice to any other rights it may have in law, rely on all and/or any of the following remedies:**
 - 7.3.1. accelerate payment, even though the due date for payment has not arrived yet;
 - 7.3.2. claim immediate repayment of all amounts outstanding under the Facility;
 - 7.3.3. demand specific performance;
 - 7.3.4. cancel this Facility Agreement and all transactions concluded pursuant to it;
 - 7.3.5. claim damages;
 - 7.3.6. revalue all property, assets or rights mortgaged to, or provided to, the Bank as security, by a valuator of the Bank's choice every time a breach occurs and again prior to any forced sale and at least once per year, or more often, for every year the breach continues (such valuations costs will be payable by the Borrower on demand);
 - 7.3.7. apply the Netting provisions under the SET-OFF, DEDUCTION & WITHHOLDING SECTION above;
 - 7.3.8. refuse to permit any further drawings or utilisation in terms of the Facility/ies;
 - 7.3.9. terminate all Derivative Transactions, determine a settlement amount in respect of each terminated transaction and claim from or give credit to the Borrower an amount equal to the net of all such terminated transactions (such net amount being the net amount owing by the Bank to the Borrower or vice versa after set off of all amounts owed by either party to the other);
 - 7.3.10.require that a Borrower immediately place with and cede to the Bank as security, cash collateral in an amount equivalent to the Bank's exposure under any existing Instruments and/or pre-settlement transactions;
 - 7.3.11.refuse to pay any amounts or to perform any obligations due to the Borrower until all amounts owed and all performances due by any Borrower to the Bank have been paid and/or are performed in full.
- 7.4. **Currency:** The Borrower agrees that, in case of breach, the Bank may have to sell or purchase funds, foreign currency or instruments which it was relying on the Borrower to deliver or acquire on due date, in the market. The Borrower therefore accepts liability and undertakes to pay on demand, any shortfall that may arise if the Bank sells or purchases any funds, foreign currency or instruments in the market at less than the amount payable by the Borrower to the Bank in repayment thereof or has to acquire such funds, foreign currency or instruments for more than the amount that was payable to the Borrower.
- 7.5. **Non-Performance:** Despite anything to the contrary in the Facility Agreement or any other agreement between the Bank and the Borrower, if the Borrower:
 - 7.5.1. is in breach of the terms of this or any other agreement between the Parties; or
 - 7.5.2. is liquidated, placed under business rescue, judicial management, curator- or receivership or is wound up, whether provisionally or finally or is placed under curatorship,
 - 7.5.3. the Bank will not be obliged to pay any amounts or to perform any obligations due to the Borrower until all amounts owed and all performances due by the Borrower to the Bank have been paid in full or are fully performed.
- 7.6. **Cross-default:** If any Obligor defaults in the due payment or due performance of any amount payable or obligation to be performed under any agreement to anyone, which amount or which obligation the Bank considers to be material, the Bank may in its sole discretion request the Borrower to provide additional security, or demand immediate payment of entire facility or to proceed with any other course of action to protect the Bank's interest herein.

8. REPAYMENT SECTION

- 8.1. **Payment dates:** Unless expressly otherwise agreed in writing, where a Facility is a repayable on demand, the Bank may at any time, by written notice:
 - 8.1.1. demand immediate repayment and/or performance by the Borrower of all amounts and/or all obligations to

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the Bank under the Facility; and/or

8.1.2. immediately terminate the Facility; and

8.1.3. the Borrower will be obliged to immediately repay all amounts under the Facility and/or to immediately perform all its obligations under the Facility, however the Bank may in its discretion defer repayment or performance by the Borrower of its obligations or termination of the Facility to such later date as may appear in the notice.

8.2. **Term:** Where a Facility is granted for a specific period, the Borrower must make payment on the date/s stated in the Facility Agreement or relevant Transaction Document.

8.3. **Debits:** The Bank may debit to any account of the Borrower any charges, expenses, costs including recovery and legal costs (before and after judgement) and fees for which a Borrower is liable and all amounts paid by the Bank for and on behalf of a Borrower relating to the Facility, as well as any interest accruing on the Facility.

8.4. **Allocation:** All payments and/or money received may be applied firstly to settle the Bank's costs and fees, then to interest, and the balance (if any), towards the principal amount. The oldest/longest outstanding principal debt will be settled first. Despite these provisions the Bank's may in its sole discretion appropriate all payments and/or money received as the Bank deems fit.

9. CERTIFICATE OF INDEBTEDNESS SECTION

A certificate signed by any manager of the Bank (whose appointment, qualification or authority need not be proved) stating the amount of the Borrower's indebtedness to the Bank, Prime Lending Rate, rates of interest and other charges applicable, shall unless the contrary is proven, be:

9.1. prima facie proof of the amount which the Borrower owes to the Bank under the Facility and the matters stated therein; and

9.2. a valid liquid document in any court to obtain provisional sentence, summary judgement, or judgement for any other purpose.

10. WARRANTIES SECTION

The Borrower/s and persons representing it, herewith individually warrants to the Bank that (where applicable) each of the below warranties are true and accurate -

10.1. each Obligor is duly registered, constituted and existing under the laws of its country of incorporation/creation;

10.2. each Obligor has full power to conclude and perform under the Facility Agreement and security documents and that it is not done in contravention of its registration, founding and governing documents / trust deed / partnership agreement / constitution and that all necessary corporate and other steps to authorise the borrowings were taken;

10.3. if the Obligor is a Company, then sections 103 of the Companies Act, No 10 of 2017 (loans to or security on behalf of related companies), has been complied with, if relevant;

10.4. this Facility Agreement, security documents and Transaction Documents constitute valid obligations enforceable in accordance with their terms;

10.5. no litigation, arbitration or administrative proceeding is presently in progress or, to the knowledge of the Borrower pending or threatened against any Obligor, or any of their assets, which would have a Material Adverse Effect on any Obligor;

10.6. it is not a party to any agreement which it did not disclose to the Bank, which would have (or is likely to have) a Material Adversely Effect on it;

10.7. it has good title to all its assets which are reflected in its latest financial statements (audited or otherwise) and that any existing encumbrances on the assets have been disclosed to the Bank;

10.8. it has no significant liabilities, present or contingent, including, without limitation, liabilities for taxes or material forward or long term commitments, which are not disclosed or provided for in its latest financial statements (audited or otherwise);

10.9. since applying for the Facility there has been no change in the financial or other condition of the Borrower that could result in a Material Adverse Effect;

10.10. the latest accounts (audited or otherwise) of the Borrower that has been delivered to the Bank pursuant to this Facility Agreement fairly represent the financial position of the Borrower and its consolidated financial position;

10.11. it is not financially distressed within the meaning of the Corporate Insolvency Act No 9 of 2017 and nor is it likely to be financially distressed in the foreseeable future;

10.12. no breach as contemplated in the BREACH SECTION above has occurred;

10.13. the latest accounts (audited or otherwise) of each Borrower which have been delivered to the Bank, fairly represent the financial position of the Borrowers, and their consolidated financial position, if applicable;

10.14. all information supplied by the Borrower to the Bank regarding the Facility Agreement, security documents and Transaction Documents are true, complete and accurate in all respects;

10.15. the Borrower is not aware of any facts or circumstances that have not been disclosed to the Bank and which

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might, if disclosed, adversely affect the decision of the Bank when considering whether or not to provide finance to the Borrower.

11. CHANGE OF CONTROL SECTION

- 11.1. Any change in the ownership of the Borrower in excess of 5%, or any change in the de facto or other control of the Borrower, must be advised to the Bank in writing at least 30 days before the proposed change. If compliance with the aforementioned notice will cause a breach of any law or rules or listings requirements of any stock exchange, the Borrower will provide the Bank with written notice as soon as such notice is, or becomes, legally allowed or allowable and which notice will in any event not be later than any notice given to its shareholders or those of the Borrower concerned.
- 11.2. If there is a change in control, the Bank may, in its discretion, review and amend the terms and conditions of the Facility/ies or cancel the Facility/ies regarding any or all of the Borrowers.

12. TELEPHONE RECORDINGS SECTION

The Parties agree that:

- 12.1. their telephone conversations relating to this Facility Agreement, any potential transaction or regarding any transactions which if entered into by the Parties would be governed by this Facility Agreement, may be recorded (but no one will be obliged to record it) with or without the use of an automatic tone warning device or other notice thereof and each party further agrees to obtain any necessary consents from, and give notice to, its trading, marketing and other relevant personnel regarding such recording, and each party will be deemed to have obtained any necessary consent from, and given notice to, its trading, marketing and other relevant personnel regarding such recording; and
- 12.2. the recordings and transcripts can be used as evidence in any dispute between them and will be admissible as evidence in any court for the purpose of establishing any matters pertinent to such transactions, any potential transaction or otherwise related to this Facility Agreement.

13. COMPLAINTS & CONTACT INFORMATION SECTION

- 13.1. The Borrower may contact the Bank on the contact numbers reflected on its monthly statement with any queries and to report fraud or suspected fraud.
- 13.2. The Borrower must report any stolen or lost card/s, by contacting the Bank contact centre on
- 13.3. The Borrower may resolve a complaint using Alternate Dispute Resolution by filing its complaint with the relevant Financial Ombudsman with jurisdiction.
- 13.4. The contact details for this entity is : The Customer Service Manager, service@fnbzambia.co.zm, Tel: 0211 366800
- 13.5. The Borrower may contact a credit bureau regarding the information held by it which relates to this Facility Agreement.
- 13.6. The credit bureau provides the Borrower's credit profile and possibly a credit score on the Borrower's credit worthiness. The Borrower may contact any credit bureau to ask for information about its credit record and to correct any information that is incorrect.
- 13.7. The Borrower confirms that the Bank can request from and share the following with credit bureau and other divisions of the Bank:
 - 13.7.1. Information about the Borrower's non-compliance with the terms and conditions of this Facility Agreement;
 - 13.7.2. Information about the Borrower's application for credit, the opening of accounts and the Borrower's, or the Bank's, termination of this Facility Agreement.
- 13.8. The Bank will give the Borrower at least 20 Business Days' written notice before it submits adverse information (relating to the non-compliance with the terms and conditions of the Facility Agreement) about the Borrower to a credit bureau. The credit bureau will provide a credit profile of the Borrower which will be shared with other credit providers. The Borrower may contact the credit bureau, have the record disclosed and correct inaccurate information.
- 13.9. The Bank obtains and shares information with the following credit bureaus:

TransUnion
Customer Service Help Desk
Telephone: +260 211 224263/ 211
220530/6
Credit Reference Bureau (Africa)
Limited
P.O BOX 31199 Lusaka, Zambia
Physical Address:5th Floor, Mukuba
Pensions House
Fax: +260 1 224257
Email: info@zm.crbafrica.com
Web:<http://www.crbafrica.com>

14. CHANGE IN CIRCUMSTANCES AND CHANGE IN LAW SECTION

- 14.1. **Change in circumstances:** The Borrower/s acknowledges that the Bank is providing the Facility/ies based on the financial position and present circumstances of the Obligor and the security provided (if any) as well as the industry, market and environment within which it/they operate. The Borrower agrees that certain circumstances may arise that would have the effect of materially altering the basis upon which the said Facility/ies was given. Should any event or series of events occur which, in the reasonable opinion of the Bank, has or may be expected to have an adverse effect on the ability of any Obligor to comply with its obligations to the Bank, the Bank may, on written notice, change the terms of the Facility with the Borrower. Should the new terms upon which the Bank is prepared to continue to make the Facility available not be acceptable to the Borrower, all outstanding amounts will, without further notice, immediately become due and payable and the Borrower/s, will immediately repay all outstanding amounts.
- 14.2. **Change in law:** If:
- 14.2.1. there is any change in any law or the interpretation, application or administration thereof, or departmental practice by any national, supranational, regional or local government or governmental, administrative, fiscal, judicial or government owned body, department, instrumentality, agency, public or regulatory authority, corporation, commission, court, tribunal or person having jurisdiction, whether or not government owned or controlled and howsoever constituted or called (herein called "**Authority**"), whether in the Zambia or elsewhere, and in particular, without limitation, any change in the tax laws or other laws affecting the Bank operations or any regulations made in terms thereof, or the interpretation or application of these laws; or
- 14.2.2. there is any change in banking practice as it affects, or is applied to or by, the Bank; or
- 14.2.3. the Bank is required or requested by any statutory, monetary or other Authority to pay any taxes other than normal tax on the Bank's income, levies or other amounts whatsoever or to increase or maintain special deposits or reserve assets, capital assets, liquid assets and cash reserves, in addition to those currently paid, maintained or reserved; or
- 14.2.4. any other event occurs which is beyond the control of the Bank with the result that the cost to the Bank of maintaining or funding the Facility/ies or part thereof is increased or the amounts received or receivable by the Bank in terms of the Facility Agreement and Transaction Documents are reduced, whether directly or indirectly, then in the case of:
- 14.2.5. the unutilised part of the Facility, the Borrower will pay to the Bank on demand an additional fee (determined by the Bank) to cover such increased cost to the Bank of making or keeping the Facility available;
- 14.2.6. any portion of the Facility already utilised, the Borrower will pay to the Bank on demand amounts (determined by the Bank) to place the Bank in the same financial position it would have been in, if the change or event referred to above had not occurred.
- 14.2.7. In such case, subject to payment of any costs or losses which the Bank may incur because of early repayment, the Borrower may repay any amounts owed to the Bank, or cancel any unutilised portion of the Facility by giving the Bank written notice thereof or subject to the approval of the Bank, may refinance the repayment of the relevant amount by means of a loan from the Bank denominated in Kwacha.

15. CASH COLLATERAL SECTION

Should:

- 15.1. the Bank call on a Facility that carries contingent and/or pre-settlement exposure, and/or
- 15.2. outstanding amounts on a Facility become payable for whatever other reason, and/or
- 15.3. the Bank exercise its rights under the CHANGE IN CIRCUMSTANCES AND CHANGE IN LAW SECTION, and/or
- 15.4. the Borrower breach any term and/or condition of this Facility Agreement,

then the Borrower will immediately on demand by the Bank, deposit with the Bank an amount equal to any then existing

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contingent and/or pre-settlement liability which is not yet due and payable. The said deposit and account are hereby ceded to the Bank as security for the Borrower's obligations regarding such liability/ies. Should the Borrower fail to comply with this demand, the Borrower hereby instructs the Bank to recover such amount/s by directly debiting any cash-, current- or other account held by the Borrower.

16. ENVIRONMENTAL RESPONSIBILITY SECTION

The Borrower/s warrants and represents to the Bank and agrees:

- 16.1. that it is in full compliance with all applicable laws, regulations and practices relating to the protection of the environment applicable to it in each jurisdiction in which the Borrower conducts business (its "**Environmental Responsibility**") and hereby undertakes to continue to do so as long as the Borrower is indebted to, or owes any obligations to the Bank;
- 16.2. that it is not aware of any circumstances which may prevent full compliance with its Environmental Responsibility in future;
- 16.3. that all Facility increases and annual renewal of Facilities and other products, loans and funding may, at the Bank's discretion, be subject to an Environmental and Social Risk Assessment review and the Borrower will comply with this process when required;
- 16.4. and hereby indemnifies the Bank against any loss, damage, claims, costs or any other liability, which may arise (because of this or any other banking facility and/or the Bank having an interest in the Borrower's assets) regarding a breach of, or a failure, by the Borrower to meet its Environmental Responsibility and the Borrower will be liable to the Bank for all losses, damages, costs, clean-up and rehabilitation costs, fines and penalties due to any environmental damage.

17. GENERAL SECTION

- 17.1. **Electronic copies:** The Parties agree that a scanned or electronically reproduced copy or image of the Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the conclusion, terms and existence of the Facility Agreement despite any failure or inability to produce or tender an original, executed counterpart of the Facility Agreement and without the requirement that the unavailability of such original, executed counterpart of the Facility Agreement must first be proven.
- 17.2. **Electronic waiver:** The Borrower may request the Bank to accept instructions (including payments) from the Borrower by email and/or telephone and/or fax. The Borrower hereby confirms and understands that the Bank will do so on the following basis:
 - 17.2.1. the Bank will not verify (check) that instructions were actually sent by the Borrower's duly authorised representatives using any of these indirect communication methods. The Bank will act on the instructions as if authorised persons sent them;
 - 17.2.2. the Borrower understands that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using the Bank's other secure non-face to face banking channels like online, cell phone or telephone banking. These risks include the risk that the communication may be intercepted, forged, or changed without knowledge or consent or that unauthorised instructions may be sent to the Bank. The Borrower accepts these risks;
 - 17.2.3. the Bank will only agree to accept and act on instructions sent using these indirect communication methods, on condition that the Borrower waives its right to claim against the Bank for any loss or damage it suffers because of this. The Borrower shall be liable for and indemnifies and holds the Bank harmless, against any claim against the Bank for any loss or damage that it or any other person suffers because it chose, or uses, these indirect communication methods or because the Bank received or acted upon instructions which have been sent as aforesaid and which purport to have been issued or authorised by the Borrower. The Borrower will be legally liable to the Bank or any party for any loss or damage because of the Borrower's decision to use these indirect communication methods. All liability for errors, omissions or delays in transmission, or for misinterpretation on receipt, or for any loss or damage from whatsoever cause arising, or any loss whatsoever connected with such instructions shall be borne by the Borrower and the Borrower shall hold the Bank harmless;
 - 17.2.4. the Borrowers are solely responsible for making sure that the Bank receives instructions. The Borrower will be liable if an instruction is sent more than once.
- 17.3. **Severability:** Any invalid, illegal or unenforceable provision will be severable from the other valid provisions as if not contained herein and the remaining provisions will remain valid.
- 17.4. **Sanctions & Financial Crime**
 - 17.4.1 The Bank must comply (and in some cases make policies, standards and/or guidelines to foster voluntarily compliance) with laws, requirements, standards, recommendations, guidelines and directives relating to terrorism, corruption, bribery, money laundering, financial crime, Know Your Customer requirements and sanctions obligations, locally and internationally (as it may be applicable), issued by various bodies in a number of jurisdictions and the Bank's own policies as aligned to the Bank's compliance framework and requirements in this regard (referred to as the "**Requirements**") in relation to the Client, any entity, any security provider,

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any persons related to them or involved with them, or acting on behalf of, or involved with, the Client, including their mandated persons, directors, executives, signatories, shareholders, holding companies, trustees, beneficiaries, partners, managers, controllers, associates, subsidiaries, beneficial owners, ultimate beneficial owners and related entities (the Client and all of the aforesaid persons and entities are referred to as “**Impacted Persons**”).

17.4.2 In order to comply with the Requirements, or if:

17.4.2.1 any fraud or criminal activity (actual or perceived) is suspected; or

17.4.2.2 the conduct (actual or perceived) of any Impacted Person is in the Bank’s view undesirable; or

17.4.2.3 performing under any agreement, instruction or transaction places the Bank in breach of any local or international law, regulation or Requirement; or

17.4.2.4 performing any obligations under any agreement or continuing the banking relationship with any Impacted Person would adversely affect or otherwise reduce or remove the Bank’s ability to: (i) raise local or international funding; and/or (ii) contract with, or maintain its relationships with, international financial institutions; and/or (iii) transact in or process payments or otherwise deal in other currencies,

the Bank may, at the start of the business relationship and/or at any time thereafter, in relation to any Impacted Persons, **do any or all of the following:**

17.4.2.5 verify (check and confirm) their identity;

17.4.2.6 monitor any account, business relationship, deal, facility, instruction or transaction;

17.4.2.7 request Know Your Customer information and evidence and further information or evidence which might exceed the scope of what is required under specific legislation;

17.4.2.8 verify any transaction or instruction or recipient before processing it;

17.4.2.9 refuse any account, business relationship, deal, facility, instruction or transaction;

17.4.2.10 place a hold on, or freeze, any account, business relationship, deal, facility, instruction or transaction, including instances where an Impacted Person does not provide documents or evidenced as required by the Bank in terms of the Requirements;

17.4.2.11 refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;

17.4.2.12 on 30 days’ notice (or less if warranted) terminate any account, business relationship, deal, facility, instruction or transaction with any Impacted Person or refuse to honour any instrument or carry out any transaction;

17.4.2.13 refuse to do business with any person or Impacted Person that falls outside the Bank’s risk appetite or that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time;

17.4.2.14 terminate the Bank’s relationship with any Impacted Person if the Bank is compelled to do so by law or if the Bank has reason to believe that a continued relationship will expose the Bank to reputational or business risk.

17.4.3 The Bank will not be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by anyone as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the Impacted Persons will remain liable to the Bank for all amounts owing to the Bank (actual or contingent). The Bank will not be liable for any loss whatsoever, should any foreign bank (1) refuse to execute any instruction, (2) delay payment or withhold funds due to any Requirement.

17.5. **Governing law:** This Facility Agreement will be governed and interpreted by the laws of the Zambia.

17.6. **Jurisdiction:** The Bank may take any proceedings against the Obligors relating to this Facility in the High Court for Zambia, to which the Borrower submits.

17.7. **Advices:** The Borrower acknowledges that it has been free to secure independent legal, tax and other advice as to the nature and effect of all the provisions of this Facility Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so.

17.8. **Variation:** The Facility Agreement (subject to any other Transaction Documents) sets out all terms and conditions relating to the Facility and the resulting loan (if any), and no variation of such terms and conditions will be of any force or effect unless reduced to writing and signed by the Bank (by a duly authorised official) and the Borrower (each Group Member acknowledging that any such signature by the Borrower will also bind the Group Member), but any of the following changes will be effective on written notice to that effect by the Bank to the Borrower and the Facility Agreement will be deemed to have been validly amended:

17.8.1. permanent capital reduction,

17.8.2. release of any security or Obligor,

17.8.3. waiver of any provision,

17.8.4.alteration of any provision which will make the obligations of any Obligor less onerous,

17.8.5.increase in fees or introduction of new fees,

17.8.6.changes in interest rate,

17.8.7.temporary increases under the REVIEW SECTION above.

The Parties can validly amend the Facility Agreement by substituting the SCHEDULES by agreement.

17.9. **Indulgence:** No relaxation, indulgence or extension from time to time by the Bank to the Borrower and/or a Group Member will operate as an estoppel against the Bank or a waiver of any of the Bank's rights, nor will any relaxation or indulgence be deemed to be a novation hereof.

17.10. **Costs:** All taxes payable and all costs and expenses incurred regarding the preparation, negotiation, administration, modification, amendment, registration and/or execution of this Facility, any securities relating thereto (or the release or cancellation of security) and form of utilisation will be for the account of the Borrower and the Group Members and will be payable on demand. The Borrower and the Group Members will pay all costs whatsoever including legal costs, on an attorney and own Borrower scale, incurred by the Bank in connection with any demand or proceedings for the recovery of any amount owing by the Group to the Bank under the Facility, whether incurred prior to or during the institution of legal proceedings, including any appeals, in connection with the satisfaction or enforcement of any judgement, in realising any security.

17.11. **Service interruptions:** At times, the Bank might be prevented from providing banking or other services, products, or goods to the Borrower or fulfilling its obligations to the Borrower because of things that are outside of the Bank's control, including involuntary interruptions such as electricity failures or blackouts or the unavailability of any telecommunications system or networks, wars, fires, floods, strikes, or any other events outside the Bank's reasonable control. In such cases the Bank will not be liable for any failure to perform any of its obligations to the Borrower, and its obligations will be suspended, for as long as such interruptions continue. The Bank will not be legally responsible to the Borrower for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond the Bank's control.

17.12. **Cross border payments:** If any cross-border payment is made, the Bank will not be liable for any losses whatsoever to the extent it no longer directly controls the process or payment mechanism.

17.13. **Assignment or encumbrance:** The Borrower may not cede, assign, delegate or transfer any of its rights/obligations in terms of the Facility Agreement, Transactions Documents and security without the prior written consent of the Bank. The Bank may without notice to the Borrower, cede, assign, delegate or transfer all or any of the Bank's rights and/or obligations and/or security under the Facility Agreement, Transactions Documents and security to any other person and on any such cession, assignment, delegation or transfer taking place, the Borrower will, if so required by any cessionary, make all payments directly to such cessionary. The Borrower hereby expressly consents to such a cession, assignment, delegation or transfer by the Bank even though it may result in a splitting of claims.

17.14. **Confidential:** Other than as expressly provided for in this Agreement, the parties shall keep the facility and all information which they acquire under or in connection with the facility confidential. This notwithstanding the Bank, its officers or its agents may disclose any information about the Borrower its constitutional documents, or the Licence, and any information about the facility as the Bank may consider appropriate to any of its Affiliates or representatives in any jurisdiction or to any other person such as the Credit Reference Bureau.

18. HOW WE TREAT PERSONAL INFORMATION OF INDIVIDUALS

18.1. The following two definitions apply to this entire clause:

18.1.1 **"process" or "processing"** means any operation/activity/set of operations, including automatic, concerning the individual's information (as defined below) and adaptation alignment, alteration, blocking, collation, collection, combination, consultation, degradation, destruction, disclosure by transmission, dissemination by means of transmission, distribution or making available in any other form, erasure, gathering, linking, merging, modification, organisation, receipt, recording, restriction, retrieval, storage, structuring, updating, or use of information (as defined below).

18.1.2 **"information"** which the Bank could process, could include (but is not limited to) the individual (your), or someone else's, personal information relating to: race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth information relating to education or medical, financial, or criminal behaviour or employment history, any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other assignment to the person, biometric information, personal opinions, views or preferences, philosophical beliefs, trade union membership, political persuasion, health or sex life, economic or financial information, correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence, views or opinions of another individual about the person, transaction details, agreements, etc.

USE OF INFORMATION OF INDIVIDUALS

- 18.2 For the Bank to have a relationship with the Client (if you are an individual) and to provide you with products/solutions, the Bank will have to process your information.
- 18.3 The Bank will treat your information as confidential and take all reasonable steps to protect your information. The Bank will only disclose your information if:
- 18.3.1 required or allowed by law, court order, regulator;
 - 18.3.2 it is in the public interest to do so;
 - 18.3.3 the Bank's interests require disclosure; or
 - 18.3.4 you consented.
- 18.4 The Bank uses your information as follows:
- 18.4.1 The Bank collects information from you directly, from your usage of products and services, from your engagements and interactions with the Bank, from public sources and from third parties.
 - 18.4.2 Your information will be confidential and will only be processed if you consented thereto, it is necessary to conclude or perform in terms of a contract with you, the law requires or allows it or your, the Bank's or a third party's lawful interest is being protected or pursued.
 - 18.4.3 The Bank may process your information for the following reasons (amongst others), to:
 - 18.4.3.1 comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests;
 - 18.4.3.2 detect, prevent and report theft, fraud, money laundering and other crimes;
 - 18.4.3.3 enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you;
 - 18.4.3.4 conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services;
 - 18.4.3.5 develop, test and improve products and services for you;
 - 18.4.3.6 process payment instruments (like a cheque) and payment instructions (like a debit order);
 - 18.4.3.7 create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card);
 - 18.4.3.8 do affordability assessments, credit assessments and credit scoring;
 - 18.4.3.9 manage and maintain your accounts or relationship with the Bank and the FirstRand Group;
 - 18.4.3.10 disclose and obtain information from credit bureaux regarding your credit history;
 - 18.4.3.11 enable you to participate in any debt relief process, where applicable;
 - 18.4.3.12 enable the Bank, its partners and agents to deliver goods or documents or notices to you;
 - 18.4.3.13 communicate with you and carry out your instructions and requests;
and for:
 - 18.4.3.14 historical, statistical and research purposes;
 - 18.4.3.15 security, identity verification and to check the accuracy of your information; and
 - 18.4.3.16 customer satisfaction surveys, promotional and other competitions.
- 18.5 The Bank may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- 18.6 The Bank may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
- 18.6.1 attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;
 - 18.6.2 agents and sub-contractors like couriers in the course of providing services/products to you;
 - 18.6.3 credit bureaux;
 - 18.6.4 persons to whom the Bank cedes/delegates/assigns or transfers its rights and/or obligations;
 - 18.6.5 payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions;
 - 18.6.6 insurers, brokers, other financial institutions that assist with the providing of insurance and assurance;
 - 18.6.7 law enforcement and fraud prevention agencies and other persons tasked with the prevention or prosecution of crime;
 - 18.6.8 regulatory authorities, governmental department, local and international tax authorities and other persons that the Bank under the law have to share your information with.

RIGHTS OF INDIVIDUALS

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18.7I understand that, subject to any legal limitation, I have the right to:

- 18.7.1 request the Bank to confirm, free of charge, whether or not it holds information about me;
- 18.7.2 request from the Bank the record or a description of my information held by it, including information about the identity of all third parties, or categories of third parties, who have, or have had, access to the information;
- 18.7.3 access my information held by the Bank;
- 18.7.4 withdraw my processing consent on legitimate grounds on notice to the Bank, however the Bank will continue to process the information if permitted or required by law;
- 18.7.5 request the Bank to rectify my information or to complete incomplete information;
- 18.7.6 request the Bank to delete, erase, destroy, block my information if it was unlawfully processed, is incorrect, irrelevant, excessive, outdated, incomplete, misleading, unlawfully obtained, consent has been withdrawn, or the information is no longer necessary or on other lawful or legitimate grounds allowed by law;
- 18.7.7 object to the processing (or insist on restriction) of my information on legitimate grounds or if the information is inaccurate;
- 18.7.8 complain to the relevant regulatory authority;
- 18.7.9 have my information stored for the time periods prescribed by law after which it will be destroyed.
- 18.7.10 I understand that I may not object to, or request deletion or restriction of, processing of information if legislation requires the processing.
- 18.7.11 Go to the Bank's Privacy Policy located on the Bank website for more information on the Bank's privacy practices.
- 18.7.12 If you exercise any of the above rights, you must inform the Bank at service@fnbzambia.co.zm

CONSENT

18.8If the Client (you) is an individual, then it is compulsory that you consent to the processing of your information below. Should you refuse to agree to the processing of your information, the Bank will not be able to take you on as a client or establish a relationship with you or might have to terminate its relationship with you and cancel all your products/agreement. Even if you do not provide consent, or at some stage withdraw consent, the Bank and certain third parties may under certain circumstances continue to process your information if allowed by law even against your wishes or objections.

18.9By signing this agreement, you voluntarily provide the consent below as may be applicable.

18.10I instruct the Bank to get and use my information from Credit Bureaux and third party qualification data providers and government departments to:

- 18.10.1 conduct once-off and/or ongoing assessments to determine my eligibility for, and the appropriateness of, the supply, or assessment, or ongoing supply of any transactional, investment, insurance, telecommunication or credit solution or other offerings (whichever is applicable to this application);
- 18.10.2 provide me with tips and support;
- 18.10.3 directly market these products to me where I consented to direct marketing; and
- 18.10.4 establish marital status and familial relationships for legal and family banking purposes.

18.11I instruct the Bank to get and use my information from Credit Bureaux to verify and update my personal/business profile information including contact details and income.

18.12I agree that the Bank may give my information to my employer to verify my income and obtain such information from my employer.

18.13I agree that the Bank may share my information with government departments or similar institutions which are responsible to hold records of citizenship, nationality, marital status, ownership, etc. to confirm proof of life, verify my identity and establish ownership.

18.14I agree that the Bank may process my identification number or identity card number for legitimate purposes allowed by law, including for identification and security purposes.

18.15I agree that the Bank may process, give my information to, or get my information from, any:

- 18.15.1 fraud and/or identity theft bureaus and institutions which hold sanction, terrorism and/or financial crime (like money laundering) information, so as to determine my suitability for any product;
- 18.15.2 fraud and/or identity theft bureaus which hold financial crime information, for financial crime detection, prevention and prosecution purposes or if the Bank reasonably believes that I provided any false and/or misleading information and/or documents to them.

- 18.16 I agree that the Bank may obtain, share and process my political affiliations for the purposes of determining whether I am a politically exposed individual or a desirable client.
- 18.17 I agree that the Bank may get and use my device location at a point in time to provide me with pre-selected products and/or special discounts that are nearby. the Bank may directly market such products to me if I consented to direct marketing.
- 18.18 I instruct the Bank to get and use my information from Credit Bureaux to, upon my request, assist me to transfer my existing debit order(s) and salary payment to my new transact solution.
- 18.19 I agree to the insurers or other financial institutions processing my information to release the information to the authorised user and I confirm that the authorised user will be acting on my behalf or in my interests. My interests shall be best served if that information is made available to authorized financial service providers with a legitimate interest in receiving such information for the purposes below:
- 18.19.1 to understand my money management needs and provide advice and guidance based on my financial needs' analysis.
- 18.19.2 to conduct insurance needs analysis, underwriting and claims management (including fraud detection and prevention).
- 18.20 I agree that the Bank may provide my contact details to:
- 18.20.1 someone to whom I made payment, but who cannot identify me as the payer; or
- 18.20.2 someone who made a payment to me, but who cannot identify me as the recipient.
- 18.21 I agree that the Bank may get and use my information from any affiliate company and or any third parties including the Bank's agent/contractors authorized by the Bank for the purposes of:
- 18.21.1 processing and considering my application for employment,
- 18.21.2 conducting criminal, credit, references and other related reference checks on me, and
- 18.21.3 otherwise facilitating my employment application process.
- 18.22 I agree that the Bank may get and use my biometric information (like my fingerprints, selfie, facial features, retinal scanning, voice, body temperature) for verification of identity, security authentication and/or electronic signature purposes or to prevent health/occupational risks and my also obtain such information from government departments or similar institution for verification of identity, security authentication and/or electronic signature purposes.
- 18.23 The Bank, or a third party service provider of the Bank, might have to process your, or someone else's, information outside the borders of this country ("**Cross-Border**") (for e.g. your information might have to be stored in a cloud in Ireland). I agree that the Bank may process my information Cross-Border subject to the necessary protection being in place.
- 18.24 I agree that the Bank may provide any reportable information about me to any credit bureaux or obtain any information from a credit bureaux relating to any credit product or other financial obligation to the Bank, whether actual or contingent.

19. NOTICES AND DOMICILIA SECTION

- 19.1. **Address:** The Borrower and the Bank choose their respective domicile addresses stated in SCHEDULE 3 (or at such other address in the Zambia of which the party concerned may notify the other in writing provided that no street address mentioned in this sub-clause will be changed to a post office box or poste restante) for all purposes regarding this Facility Agreement at which addresses all processes and notices regarding this Facility Agreement, its breach or termination may validly be served upon or delivered to the Parties. All correspondence from the Bank will be sent to the Borrower's chosen domicile.
- 19.2. **Notices:** A notice given in terms of this Facility Agreement must be in writing and be delivered to the above domicile addresses, and unless the contrary is proved –
- 19.2.1. if delivered by hand, be deemed to have been received by the addressee on the date of delivery;
- 19.2.2. if sent by prepaid registered post, be deemed to have been received by the addressee on the 8th day after date of posting;
- 19.2.3. if transmitted by fax, be deemed to have been received by the addressee on the day after the date of dispatch.
- NOTE however that if a Group Member(s) is authorised to use the Facility as per the conditions as set forth in the Facility Agreement, notice by the Bank to the Borrower will be valid notice to all such Group Members.
- 19.3. **Delivery:** Despite the above, a written notice or communication actually received by one of the Parties from the other including by way of fax or e-mail will be adequate written notice or communication to such party.