



GENERAL TERMS & CONDITIONS FOR THE REVOLVING CREDIT (AS REFERRED TO AS "USSD CREDIT CARD" IN THIS AND OTHER LOAN DOCUMENTS) FACILITY

This REVOLVING CREDIT FACILITY AGREEMENT ("Agreement") is dated _____ day of _____ 20_____

Between:

(1) Platinum Credit (U) LIMITED, a private limited liability company incorporated in Uganda with a Certificate of Incorporation Number 80010003273991/105985, whose principal place of business is at the 4th floor of Prime Plaza, Jinja Road, Kampala and of Post Office Box Number 27328, Kampala, Uganda (hereinafter referred to as the "PCUL" which expression shall, where the context so requires, include the PCUL's successors in title and assigns (whether immediate or derivative) of the first part;

And,

(2) The person(s) whose names, description and present address as set out in Revolving Credit Facility Application Form (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 second part.

Both hereafter collectively referred to as the "Parties" or separately as "Party".

BACKGROUND:

(A) The Customer (as hereinafter defined) is the registered owner of the Motor Vehicle (s) specified in the clause 1 of this Agreement (hereafter called the "Vehicle" which expression shall where the contexts requires include all or any one or more of them); and

(B) The Customer has applied to PCUL for a facility and such financial accommodation, financing, credit and advances which borrowed amounts will be secured by the Vehicle and PCUL has subsequent to the application allowed the facility and such financial accommodation, financing, credit and advances granted to the Customer to become available to the Customers a revolving fund for subsequent borrowing and repayment by the Customer on a revolving basis pursuant to the provisions of this Agreement, and includes all the benefits enjoyed by the Customer as a result of being able to access the approved revolving funds as per this Agreement (the "Revolving Credit Facility").

(C) The Parties have negotiated and agreed that it is mutually beneficial to enter into a Revolving Credit Facility Agreement subject to all covenants, terms, and conditions set out in this Agreement entered into by PCUL and the Customer.

1. DEFINITION OF TERMS

In these Terms and Conditions, the following words and expressions (save where the context requires otherwise) bear the following meanings:

"Account" means a record or statement of financial expenditure or receipts relating to a particular period;

"Agreement" means these Terms and Conditions herein and any amendments that may be made from time to time;

"Charges" means any costs incurred by PCUL or any amounts charged on PCUL by various parties including mobile payments providers on the

account of the Customer in the process or/ as a result of provision of the Revolving Credit Facility to the Customer;

"Credit Reference Bureau" means a credit reference bureau duly licensed under the Banking Act pursuant to the Banking (Credit Reference Bureau) Regulations, 2013, as amended, revised or promulgated from time to time, to inter alia, collect and facilitate the sharing of customer credit information;

"Customer" means any the person whose names, description and present address are as set out in Revolving Credit Facility Application Form, who has applied to PCUL for access to the Revolving Credit Facility and has accepted this Agreement;

"Device" includes the Customer's mobile phone handset, MOBILE MONEY enabled SIM Card and/or other equipment which when used together enables the Customer to access the Revolving Credit Facility;

"Event of Default" refers to the circumstances set out in clause 14 of this Agreement;

"Fees" means the Fees applicable for the Service or Revolving Credit Facility;

"Government" means the national government, local government or any other Government statutory body lawfully established under the laws of Uganda;

"KYC" also known as "Know Your Client" refers to the Customer due diligence obligations prescribed by relevant laws and as may be prescribed or recommended by the Government, the Regulatory Authority or Credit Reference Bureau from time to time;

"Logbook-Based Financing Facility" also referred to as "LBF Logbook Facility" means the facility granted to the Customer by PCUL pursuant to the Logbook-Based Financing Agreement which facility is secured by the Vehicle and which shall upon application by the Customer to PCUL, be converted into a revolving fund by PCUL for subsequent borrowing and repayment by the Customer on a revolving basis pursuant to the provisions of this Agreement and the Logbook-Based Financing Agreement, and includes all the benefits enjoyed by the Customer as a result of being able to access the approved revolving funds as per this Agreement;

"Minimum Payments" means the minimum monthly payment of obligation to be met by the Customer in respect to the Revolving Credit Facility as per these Terms and Conditions;

"PCUL" means Platinum Credit Uganda Limited incorporated in Uganda as a limited liability company under the Companies Act, No. 17 of 2012, of the laws of Uganda and includes affiliates of PCUL;

"Monthly Payments" refers to the monthly payment obligations to be met by the Customer in regard to the Revolving Credit Facility as per the Facility's Terms and Conditions;

"Mobile Money Account" means the Customer's Mobile Money wallet registered in the Customer's name;

"Mobile Money Subscriber" means a person who has registered by Mobile Phone Operator to use Mobile Money and accepted the Mobile Money terms and conditions;

"Mobile Money Services Provider" means a Mobile Network Operator that has been duly authorized by the Central Bank of Uganda under applicable laws to offer Mobile Money Services in Uganda and includes MTN Uganda and Airtel Uganda;

"Mobile Network Operator" means a mobile Network operator in Uganda registered with the Communications Authority of Uganda and includes MTN Uganda and Airtel Uganda;

"MTN Mobile Money/or Airtel Money" means the Mobile Money transfer and payment service that is managed and operated exclusively by MTN/or Airtel in Uganda and licensed by the Central Bank of Uganda;

"Network" means a mobile cellular network operated by a mobile network operator in Uganda registered with the Communications Commission of Uganda;

"Opt-In Function" refers to the options granted by PCUL USSD platform or PCUL mobile app or PCUL's website to the Customer to accept or decline the terms and conditions of the Revolving Credit Facility when applying to be registered for the Revolving Credit Facility, if applying through his/her Device;

“Outstanding Principal” means the amount that the Customer has withdrawn from the Revolving Credit Facility Limit and is still outstanding;

“Outstanding Amounts” means any amounts including Fees, Outstanding Principal, interest and any costs that is due and payable by the Customer to PCUL in respect to the Revolving Credit Facility;

“PIN” means the Customer’s personal identification number being the secret code used to by the Customer access his Revolving Credit Facility Account using his Device and facilitated by the Customer’s MOBILE MONEY Account or PCUL USSD platform or PCUL’s mobile app including but not restricted to access and use the Revolving Credit Facility funds and make Requests;

“PIN” means the Customer’s personal identification number being the secret code used to access and operate the Customer’s Device on including the Customer’s MOBILE MONEY System PIN including but not restricted to access and use of the Revolving Credit Facility funds;

“Product” means the Revolving Credit Facility;

“Recovery Expenses” include any costs incurred by PCUL to recover Overdue Amounts;

“Repayment Period(s)” means the monthly or thirty (30) days intervals within which the Customer is expected to meet make the Customer’s Monthly Payments obligations;

“Repayment” means repayment of any amount due under the Revolving Credit Facility defined in these Terms and Conditions including but not restricted to repayment of the Revolving Credit Facility’s principal, interest and Fees;

“Request” means a request for access to the Revolving Credit Facility funds, received by PCUL from the Customer or purportedly from the Customer including but not limited from the Customer’s Device, or through the Customer’s PCUL Revolving Credit or through the USSD platform, or by way of a physical written application or through a point of sale or automated teller machine (“ATM”) or through an online transaction or through the Customer’s Mobile money Account, through upon which PCUL is authorized to act and includes any instruction from the Customer from the a foregoing means;

“Revolving Credit Facility Account” means an Account maintained by PCUL in relation to Revolving Credit Facility transactions or any other transactions related to PCUL;

“Revolving Credit Facility Application Form” means a form filled and signed by the Customer to request for the Revolving Credit Facility;

“Revolving Credit Facility Limit” means the maximum amount availed by PCUL to the Customer on credit, in the Customer’s Revolving Credit Facility Account for his/her utilization;

“Service” means the benefit(s) enjoyed by the Customer as a result of being able to access the approved funds under the Revolving Credit Facility as per this Agreement;

“SIM Card” means the subscriber identity module which when used with the appropriate mobile phone handset enables the Customer to access the Network, and to access and use the Revolving Credit Facility Account;

“SMS” means a short message service consisting of a text message transmitted from one mobile Device to another;

“Transaction Fees” includes any fees and charges payable for the transfer of funds into and out of the Customer’s Revolving Credit Facility to Mobile Network Operators and banks which vary between different Mobile Network Operators and banks;

“USSD Credit Card” means a Revolving Credit Facility which is accessed by the Customer through PCUL’s USSD platform;

“USSD” means Unstructured Supplementary Service Data, a Global System for Mobile (“GSM”) communication technology used to send text between a mobile phone and an application program in the Network, and for the purposes of this Agreement refers to the code that the Customer enters on the Device to enable him/her Request and access

PCUL’s products and services including but not limited to the Revolving Credit Facility;

“Vehicle” means the motor vehicle, described in the Revolving Credit Facility Application Form (including any component parts of the motor vehicle from time to time held by the Customer (whether or not attached to the Vehicle), together with all additions, alterations, substitutions, replacements, renewals or modifications of or to the Vehicle from time to time, and all accessories to the Vehicle from time to time (including maintenance and other records, manuals, handbooks, data, drawings and schematics relating to the Vehicle or documents relating to warranties and patent indemnities given by manufacturers or suppliers of the Vehicle and parts thereof). For avoidance of doubt a reference to the term “Vehicle” shall refer to one or more motor vehicles that the Customer has charged to PCUL as collateral for the Revolving Credit Facility or other facility(ies);

“VAT” means value added tax, as defined by the Value Added Tax Act, CAP. 349 (as amended) of the laws of Uganda; and

“Virus” any program which contains malicious code or infiltrates or damages a computer system without the owner’s informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user or is meant to take down the computer system or facilitate theft of data or money and has no legitimate purpose; and includes without limitation, any virus, worm, trojan, malware, spyware, adware, bots, rootkit, backdoors, ransomware bootkit, wipers, keyloggers, crimeware, browser hijacker and any code or software that is specifically designed to damage, disrupt, destroy, monitor and/or gather information including confidential information illegally, steal, or in general inflict some other “bad” or illegitimate action on data, hosts, or network.

2. RULES OF INTERPRETATION

2.1 Words importing persons or Parties shall include firms and corporations and all references to persons shall include their permitted successors and assigns.

2.2 Words importing the singular only also include the plural and vice versa where the context requires.

2.3 Words importing the masculine shall include the feminine and neuter and vice versa.

2.4 The headings and marginal notes in this Agreement shall not be deemed part of or be taken into consideration in the interpretation or construction of this Agreement and are included for ease of reference only.

2.5 A reference to writing or written does not include email (unless otherwise expressly provided in this Agreement).

2.6 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.7 Where the context permits, “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.

2.8 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2.9 The Recitals and the Schedules shall be deemed to be part of this Agreement and all references to Recitals, articles, clauses, and Schedules, shall be construed as

references to recitals of, articles of, clauses of and schedules to this Agreement, and references to paragraphs in a Clause or Schedule shall be construed as reference to paragraphs of that Clause or Schedule, unless indicated otherwise.

2.10 The Appendices herein form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices.

2.11 References to clauses, and Appendices are to the clauses and Appendices of this Agreement and references to paragraphs are to paragraphs of the Appendices.

3. TERMS AND CONDITIONS OF THE REVOLVING CREDIT FACILITY

3.1 This Agreement sets out the complete terms and conditions (hereinafter called "these Terms and Conditions") which shall be applicable to the Revolving Credit Facility requested by the Customer and granted by PCUL.

3.2 These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

3.3 The USSD Credit Card Terms and Conditions as set out in Appendix 2 of this Agreement are supplemental to these Terms and Conditions of the Revolving Credit Facility herein.

3.4 In the event of any inconsistency between the General Terms and Conditions for the USSD Credit Card Facility and the additional Terms and Conditions for the Revolving Credit Facility in Appendix 2, the former shall prevail.

4. ACCEPTANCE OF THESE TERMS AND CONDITIONS

4.1 Before opting-in or registering for the Service, the Customer should carefully read and understand these Terms and Conditions as they govern the access, use and operation of the Service and the Revolving Credit Facility.

4.2 These Terms and Conditions are available on <https://www.platinumcredit.co.ug/>. In the event the Customer is unable to read and understand these Terms and Conditions from an electronic device the Customer shall collect a printed version from the nearest PCUL Branch.

4.3 If the Customer does not agree with these Terms and Conditions, he/she: (a) shall select "Decline" on the Opt-in Function if applying through the Customer's Device; and (b) shall not append his/her signature if making a physical application.

4.4 The Customer will be deemed to have read, understood and accepted these Terms and Conditions upon selecting the "Accept" option on the Opt-in Function requesting the Customer to confirm that he/she has read, understood and agreed to abide by these Terms and Conditions; and/or by using or continuing to use and requesting for the Service if the application is via the Customer's Device. If the application is through filling and signing a physical Revolving Credit Facility Application Form, the Customer will be deemed to have read and accepted these Terms and Conditions by appending a physical signature on the Revolving Credit Facility Application Form.

4.5 By registering for the Service, the Customer agree to comply with and be bound by these Terms and Conditions as amended and revised from time to time every time the Customer uses the Service and the Customer affirms that these Terms and Conditions are without prejudice to any other rights that PCUL may have in law or otherwise regarding the Customer's registration, access and use of the Service.

4.6 The Customer will only be required to register to this Service once. All other subsequent access and usage of the Service shall be pegged to the initial registration of the Service.

4.7 PCUL may from time to time vary or amend these Terms and Conditions and the Customer's continued access and use of the Service constitutes the Customer's acceptance to be bound by the terms of any such amendment or variation.

5. REQUESTING FOR THE REVOLVING CREDIT FACILITY

5.1 The Customer may: (a) apply and register for the Service by way of an electronic application made by the Customer using the Customer's Device via PCUL's USSD platform, online portal, website, mobile application, email address or any other electronic means specified by PCUL from time to time; or

(b) request for the Revolving Credit Facility by filling-in and signing a physical Revolving Credit Facility Application Form or by any other means that PCUL may deem necessary from time to time at its sole discretion.

5.2 The Customer hereby agrees and authorizes PCUL to obtain and procure their personal information contained in the Credit Reference Bureau and the Customer further consents to the disclosure and provision of such personal information by the Bureau to PCUL.

5.3 The Customer hereby further acknowledges and authorizes PCUL to verify their personal information in PCUL's custody against the information received from the Credit Reference Bureau.

5.4 PCUL reserves the right to request for further information from the Customer pertaining to his/her application to register for the Service at any time. Failure to provide such information within the time specified by PCUL may result in a decline of the Customer's application to register for the Service.

5.5 PCUL reserves: (a) the right to decline the Customer's application to register for the Service; (b) the right to decline any Request for the Revolving Credit facility; and (c) the right to revoke the Customer's registration on the Service at its sole discretion without giving any reasons to the Customer.

6. THE CUSTOMER'S REQUESTS

6.1 The Customer hereby irrevocably authorizes PCUL to act on all Requests received by using the Customer's Device or through any other means the Customer may use to make such Requests in regard to the Service. The Customer also authorizes PCUL to hold him/her liable in respect thereof. PCUL may nevertheless refuse to carry out any requests beyond the scope of the Service as offered from time to time.

6.2 PCUL shall be deemed to have acted properly and to have fully performed all its obligations upon its compliance with the Request. PCUL may ask for further information or confirmation (whether written or otherwise) from the Customer before complying with a Request but shall not be obliged to comply with a Request in the absence of such further information or confirmation.

7. REVOLVING CREDIT FACILITY LIMIT

7.1 The Customer's Request for access to the Revolving Credit Facility funds will be appraised according to PCUL's Revolving Credit Facility appraisal procedures. PCUL reserves the right at its sole discretion and, without assigning any reason, to approve or decline such Requests. Communication of PCUL's acceptance or decline of the Customer's Request will be via SMS, email or any other means that PCUL may deem appropriate.

7.2 PCUL may from time to time prescribe the minimum and maximum Revolving Credit Facility Limit that the Customer may be able to Request on the Service. Such Revolving Credit Facility Limits will be communicated through SMS, email, PCUL's mobile application, website, phone call or may be obtained from any PCUL branch nearest to the Customer.

7.3 The Revolving Credit Facility Limit is subject to review from time to time and PCUL reserves the right to vary the Customer's Revolving Credit Facility Limit without giving any reasons. PCUL shall notify the Customer of any variation to the Customer's Revolving Credit Facility

Limit and the Customer's continued use of the Service will constitute acceptance of the Customer's revised Revolving Credit Facility Limit.

7.4 The Revolving Credit Facility Limit will be continuously updated by PCUL's scoring engine or by PCUL's staff or by any other means that PCUL shall deem necessary at its sole discretion. This Revolving Credit Facility Limit shall be reviewed upwards or downwards (based on PCUL's sole discretion):

- (a) Every six (6) months from the LBF Facility loan initiation;
- (b) On expiry of the Revolving Credit Facility Limit, that is to say, after every twelve (12) months;
- (c) When a Customer settles in full, the amount outstanding under the Revolving Credit Facility shall be renewed/revolved with the new Revolving Credit Facility Limit; and
- (d) At any other time as deemed necessary by PCUL.

7.5 The borrower shall pay off the Revolving Credit facility within 12 months from the date of initial Revolving Credit Activation. In the event, that the Credit facility is not fully paid, the recovery procedures shall take effect.

8. CONDITIONS PRECEDENT TO THE REVOLVING CREDIT FACILITY

8.1 The Customer shall provide his/her Vehicle as the collateral to secure the Revolving Credit Facility and in the event of default, PCUL will exercise its right to realize the collateral without recourse to court and recover any unpaid portion for the Revolving Credit Facility plus all interest, expenses, costs including but not limited to loan charges, legal and any other costs.

8.2 The Customer, at his/her sole expense, shall deliver to PCUL, on or before the date of any Request, the following, in form and substance satisfactory to PCUL, in PCUL's sole opinion and judgment:

- (a) this Agreement duly executed by the Customer;
- (b) any pre-requisite documents required by PCUL;
- (c) such signed resolutions, authorizations or certifications, as applicable, to borrow and/or related documents from the Customer;
- (d) true and correct copies of the Customer's KYC documents including without limitation copies of the Customer's national identity card or passport, passport-sized photo, TIN certificate, among others; and
- (e) such additional agreements, resolutions, certificates, reports, approvals, instruments, documents, consents, and opinions as PCUL may request in connection with the making of the Revolving Facility.

8.3 no suit, action, or other proceeding shall be pending or threatened which seeks to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or to obtain damages or other relief in connection therewith;

8.4 no breach of any warranty or representation by the Customer to PCUL shall have occurred; and

8.5 no event or circumstance shall have occurred and be continuing which constitutes, or would upon the giving of notice or passage of time, constitute an Event of Default or a failure of any condition of this Agreement.

9. CREDIT SCORING

9.1 The Customer's Revolving Credit Facility Limit and PCUL's continued approval of the Customer's Requests for access to the Revolving Credit Facility funds will be determined by the Customer's credit score or by any other means as PCUL deems fit from time to time at its sole discretion.

9.2 The Customer's credit score will be assessed based on various metrics including the Customer's Mobile Money Statement, the Customer's bank account statement, the Credit Reference Bureau

Statement, the Customer's credit score and repayment history on the Customer's existing Revolving Credit Facility Limit and other facilities.

10. REPAYING THE REVOLVING CREDIT FACILITY

10.1 The Revolving Credit Facility shall operate on a revolving credit principle and shall therefore run until an Event of Default occurs or the Customer requests for the termination of the Revolving Credit Facility, whichever occurs first.

10.2 Provided that no Event of Default (as outlined in these Terms and Conditions) or request for termination of the facility has occurred, it is agreed that the Revolving Credit Facility shall be available, on a continuous basis, every thirty (30) days from the first date of availability of the Revolving Credit Facility, until it expires.

10.3 The Customer's Vehicle will be revalued once every six (6) months at the customer's expense and the Vehicle's tracking history and the Customer's repayment history shall be assessed, and subsequently, the Customer's Revolving Credit Facility Limit reviewed. This Revolving Credit Facility Limit may be reviewed upwards, downwards or may remain the same purely based on PCUL's sole discretion after the assessment.

10.4 PCUL reserves the right to review, to terminate and/or renew the Revolving Credit Facility at its sole discretion, at any time.

10.5 PCUL reserves the right to terminate its relationship with the Customer and/or suspend the Customer's access to the Service and the Revolving Credit Facility if the Customer fails to repay the Outstanding Amounts inclusive of the outstanding Fees within the repayment period(s) in accordance with these Terms and Conditions

10.6 Subject to PCUL's periodic review of the Customer's Revolving Credit Facility Limit, renewal, or termination of the Revolving Credit Facility will be under these Terms and Conditions and at PCUL's sole discretion.

10.7 The Customer will be notified of each instance of updating of the Revolving Credit Facility Limit and any suspension, declining or termination of the Revolving Credit Facility by PCUL.

10.8 The Customer irrevocably instructs PCUL to recover any Outstanding Amounts in full inclusive of the applicable Fees by repossessing and disposing off the Vehicle in the event the Customer defaults as well as to freeze any unutilized amount in the Revolving Credit Facility Account until the outstanding Monthly Repayments, Fees and costs are settled in full.

10.9 Any funds available in the Customer's Revolving Credit Facility Account shall be frozen on the third (3rd) day of arrears in case of default of any Monthly Repayment.

10.10 All Monthly Repayments made by the Customer in respect to the Revolving Credit Facility shall be applied in the following order of priority: (a) the interest and costs payable under this Agreement; and (b) the Outstanding Principal under this Agreement.

"Costs" shall include any and all fees and costs incurred by PCUL in connection with the negotiation and preparation of the Revolving Credit Facility Documents, including legal fees, and closing of the Revolving Credit Facility as herein provided, and further including, without limitation to other fees incurred.

11. MINIMUM PAYMENT OPTIONS

11.1 The Monthly Payment amount due by the Customer to PCUL shall be paid by the agreed payment due date as follows: (a) by a part payment equal to or greater than ten per cent (10%) of the total monthly due amount which shall be inclusive of: the Outstanding Principal for the month, the interest charged or accrued for the month and monthly Vehicle tracking fees; and

(b) such other payment notified to the Customer from time to time by PCUL.

11.2 No cash should be handed to an employee of PCUL or third party. PCUL shall not take ANY responsibility for money paid to any of its employees or third parties. All payments to PCUL shall be made via PCUL's Airtel Money/Mtn Mobile Money pay bill, cash deposit or transfer to PCUL's bank account specified by PCUL as per the details set out in Appendix 2 hereunder.

11.3 The Customer expressly accepts that if he/she fails to pay any Outstanding Amounts when due, or which may be declared due prior to, on or past the date when it would have become due, or commits any Event of Default, then, PCUL shall, at its sole discretion, without prejudice, exercise all or any of PCUL's rights and remedies available in these Terms and Conditions and applicable laws.

11.4 The Customer accepts that, PCUL or its appointed representatives and agents, may at any time follow up with the Customer for payment against amounts due on the Customer's account. The Customer also agrees to pay all costs (including legal costs) of collection of all outstanding Monthly Payments, all charges incurred by PCUL for related and incidental matters including, collection charges for amounts due, penalty fees for returned payments and similar expenses, and in the event of legal action initiated, any legal charges including, advocate costs incurred by PCUL in obtaining legal advice in connection with the Revolving Credit Facility and the Customer's dealings with PCUL or incurred by PCUL in any legal, arbitration or other proceedings arising out of any dealings in respect the Revolving Credit Facility and all other Fees, expenses and taxes, duties, impositions and expenses incurred in complying with the Customer's Requests.

12. INTEREST AND OTHER CHARGES

12.1 The Customer is responsible for the payment of all applicable interest charges and Fees for the utilization of the Revolving Credit Facility.

12.2 The Fees payable under this Service will be availed to the Customer upon request by PCUL's sales agents or relationship officers. PCUL's relationship officers shall assist the Customer with the statements of the Revolving Credit Facility and to clarify to the Customer about the applicable Fees, charges or costs.

12.3 Some of the Fees will be deducted at source while others will be spread throughout the Customer's repayment period.

12.4 All Fees and charges are subject to change at any time at PCUL's sole discretion.

12.5 The Fees charged shall be inclusive of any Transaction Fees payable in respect of third-party services including to Mobile Network Providers and Mobile Money Services Providers.

12.6 Except as may otherwise be notified, fees are inclusive of all applicable taxes including VAT at the prevailing rate. The Customer hereby irrevocably grants to PCUL permission to revise the Fees upon any changes to applicable taxes including VAT.

12.7 Interest Charges:

(a) Interest shall be charged on the Outstanding Principal balance on a daily basis until the balance is fully repaid.

(b) The total interest chargeable on the Revolving Credit Facility shall be calculated at a flat rate of five (5%) per month on the base of the principal loan amount plus capitalized fees (where applicable).

13 EVENTS OF DEFAULT

An Event of Default occurs;

13.1 When the Customer fails to remit one of any Monthly Payments or Minimum Payments on their due date;

13.2 Where there is an outstanding balance after the Revolving Credit Facility expires.

13.3 the Customer fails to insure the Vehicle as specified hereunder;

13.4 there is any misrepresentation of facts regarding the ownership of the Vehicle at the onset of the Revolving Credit Facility;

13.5 the Vehicle or accessory(ies) to the Vehicle are changed or modified or removed in a substantial way, which change or modification or removal is likely to prejudice PCUL's financial interest without PCUL being notified by the Customer and its prior consent obtained;

13.6 the identification and/or registration number, trademark or other identification mark upon the Vehicle is changed, modified or removed without PCUL being notified by the Customer and its prior consent obtained;

13.7 a third-party claims ownership of the Vehicle by virtue of a sale agreement, a logbook or trust arrangement and/or alleges fraud; PCUL receives a letter, a court order or any notification that is likely to prejudice PCUL's interest in the Vehicle from any Government agency.

13.8 when there is perennial inconsistency in meeting the Customer's obligations under these Terms and Conditions or in making the Monthly Payments;

13.9 if any representations, documents, statements or particulars made by the Customer are found to be fraudulent;

13.10 if the Customer commits any breach or fails to observe, keep or perform any of the terms, conditions, covenants or provisions of any other agreement between PCUL and the Customer in respect of the Revolving Credit Facility;

13.11 if there is reasonable apprehension that the Customer is unable to pay his/her debts, or PCUL receives any notice that the Customer has admitted any inability to pay his/her debts as they become due (bankruptcy); or

13.12 If the Customer is convicted under any criminal law in force related to the Revolving Credit Facility or the use of the Services or any other related services.

14 CONSEQUENCES OF DEFAULT

14.1 At any time if an Event of Default has occurred, PCUL may;

(a) terminate or suspend the Revolving Credit Facility and the Services according to these Terms and Conditions, and at its sole discretion;

(b) declare that the amounts outstanding under the Revolving Credit Facility (inclusive of the fees, other charges) and all other amounts outstanding under these Terms and Conditions are immediately due and payable, whereupon the Customer shall be required to settle the Revolving Credit Facility with immediate effect;

(c) freeze any of the funds that remain unutilized under the Customer's Revolving Credit Facility Account and deny the Customer access to the Revolving Credit Facility funds until such outstanding amounts are fully settled by the Customer;

(d) submit information concerning the Customer's default to Credit Reference Bureaus;

(e) take reasonable measures available under the law to PCUL including litigation, repossession and subsequent sale of the collateral without recourse to court, engaging an independent debt collection agency, auctioneers, advocates to recover the amounts in default.

14.2 Cross-Default: If a Customer defaults on any of the facilities issued to him/her alongside the Revolving Credit Facility or a material event of

default occurs under any such other facilities, PCUL is entitled to exercise the rights to offset and to consolidate the amounts outstanding in respect of all such facilities with the amount outstanding in respect of the Revolving Credit Facility, and repossess and dispose any collateral including the Vehicle, held by PCUL under such facilities during such default.

14.3 In a circumstance where the Customer has an existing LBF facility running concurrently with the Revolving Credit Facility and fails to remit any monthly instalments on their due date for the LBF facility, on the eighth (8th) day after the due date, a repayment shall be initiated by PCUL in the LBF facility and the same amount added to the Revolving Credit Facility account.

14.4 The Customer expressly accepts that if he/she fails to pay the monthly payment amount when due, or which may be declared due prior to, on or past the date or when it would have become due, PCUL shall automatically charge the owed amounts from the existing Revolving Credit Facility loan limit.

14.5 PCUL's Power of Sale: Where PCUL, at its own discretion, decides to terminate the Customer's access to the Revolving Credit Facility as a result of any of the foregoing Events of Default and there is still an Outstanding Amounts to be cleared by the Customer:

(a) the security constituted by this Agreement, that is, the Vehicle shall become immediately enforceable and PCUL in its absolute discretion or its agents may immediately thereupon or at any time thereafter dispose off the collateral to recover any outstanding sum together with any incidental costs, without any previous or further notice or demand or concurrence on the part of the Customer and notwithstanding any subsequent acceptance of any payment of the principal sum or interest due:

(b) the power of PCUL to sell or dispose of the Vehicle by private sale or public auction shall be subject to such stipulations as PCUL may deem fit including without prejudice to the generality of the foregoing power to allow time for payment of any purchase money or to buy in the Vehicle at such auction and to rescind or vary the terms of any contract or sale and to resell without being answerable or liable for any loss or expenses occasioned thereby including the loss of any valuables and property of the Customer or any other person left or present in the Vehicle at the time of seizure and to execute all such assurances and do all such things for giving effect to any such sale as may be necessary or proper; and (i) enter (either personally or agents) upon the land or premises whereof the Vehicle may for the time being be upon, without incurring any liability to the Customer for, or by any reason of, that entry and the Customer shall use its all endeavors to allow PCUL or its servants or agents access (including obtaining any necessary consents or permits of other persons);

(ii) take possession or collect and remove the Vehicle;

(iii) sell or dispose of the same by private sale or public auction or let or concur in the selling or letting of the Vehicle in such a manner and generally on such terms and conditions as it shall think fit and to carry out any such sale or letting into effect in the name of the Customer or otherwise; and

(iv) do all such other acts and things, and to exercise all its rights, powers and remedies, as may be incidental or conducive to any of the matters and powers aforesaid;

(c) the receipt of PCUL shall be a conclusive discharge to any purchaser at such sale for any of the purchase money and upon any sale purporting to be made in exercise of the power herein expressed or implied and no purchaser shall be bound to inquire as to the propriety or regularity of any such sale or be effected by notice express or constructive that any such sale is improper or irregular. Any deficiency

between the aforesaid purchase price and the sum due to PCUL, hereunder at the time of such sale together with all expenses pertaining to the same shall be made good by the Customer and be recoverable by PCUL as liquidated damages but any increase to the aforesaid shall belong to the Customer.

14.6 During the currency of this Agreement, PCUL shall be entitled to the exclusive possession of the invoices, deeds, documents of title and logbooks and other registration books relating to the Vehicle but nevertheless all the liabilities attending ownership of the Vehicle shall be borne by and be the responsibility of the Customer.

14.7 No relaxation, forbearance, delay or indulgence by PCUL in enforcing any of the terms and conditions of this Agreement nor the granting of time by PCUL to the Customer shall prejudice, affect or restrict the rights or the powers of PCUL hereunder nor shall any waiver of any breach thereof operate as a waiver of any subsequent breach thereof.

15 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the terms and conditions contained in this Agreement shall be in addition to and not in substitution to the laws of the Republic of Uganda.

15.1 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.

16 LIEN AND SECURITY RIGHTS

16.1 The Customer acknowledges and accepts that PCUL shall have a general lien over (right to retain) the entire Customer's property in PCUL's possession. Such property and assets may include but are not restricted to: the Vehicle, cheques presented, bills and any other movable or immovable property charged to secure repayment of any money, whether or not that money has been repaid, and also over all property in respect of which, by the general law PCUL has right of lien over. Property held under lien in these Terms and Conditions shall be deemed to be held as security for the Revolving Credit Facility, up to an amount equivalent to the aggregate of the Outstanding Principal on the Customer's Revolving Credit Facility and the Recovery Expenses.

16.2 The Customer hereby also constitutes PCUL as the Customer's attorney for the purposes of completing and perfecting any transactions in relation to the Customer's Revolving Credit Facility Account or any other of the Customer's property held by PCUL in lien for purposes of discharging the Customer's Revolving Credit Facility, including the Recovery Expenses and unpaid Fees.

16.3 Any payments received after lapse of the notice of the intention to dispose off the collateral will be accepted strictly on account and without prejudice to PCUL's rights.

17 STATEMENTS

17.1 Upon receiving a request for a full statement or mini-statement(s) from the Customer in respect of the Customer's Revolving Credit Facility Account, PCUL shall from time to time, provide the Customer with statement(s) or activity report(s) in respect of the Customer's Revolving Credit Facility Account's activity through PCUL's mobile application, or email, or a phone call or in person if the Customer visits one of PCUL's branches closest to the Customer.

17.2 A mini-statement issued by PCUL will provide details of the Customer's latest five (5) transactions on the Revolving Credit Facility Account or such other number of transactions as PCUL may determine, whereas the full statement will show all transactions carried out on the

Customer's Revolving Credit Facility Account during the period requested and/or since the previous statement issued to the Customer.

17.3 The mini-statement will not be issued to the Customer in a physical format but in electronic printable format via PCUL's mobile application, or by SMS to the mobile phone number associated with the Customer's account or such other electronic means as PCUL may determine.

17.4 The Customer may obtain his/her full statement in printed form from the PCUL's branch nearest to the Customer.

17.5 The Customer shall check the Customer's statement(s) carefully and inform PCUL as soon as possible, of any errors or anomalies or fraudulent transactions.

17.6 The Customer will be deemed to have accepted all entries in the Customer's mini-statement or full statement, as the case may be, if the Customer fails to raise any queries or objections on the entries therein within fifteen (15) calendar days from the statement date.

17.7 PCUL reserves the right to rectify discrepancies, add and or alter the entries in the Customer's full statements or mini-statement, without prior notice to the Customer.

18 THE CUSTOMER'S DEVICE AND RESPONSIBILITIES

18.1 The Customer shall at his/her own expense provide and maintain in safe and efficient operating order such Device necessary for the purpose of accessing the Services.

18.2 The Customer shall be responsible for ensuring the proper performance of his Device. PCUL shall neither be responsible for any errors or failures caused by any malfunction of the Customer's Device, nor shall PCUL be responsible for any Virus or related problems that may be associated with the Customer's access and use of the Services and Device. The Customer shall be responsible for charges due to any service provider providing him with connection to the Network and PCUL shall not be responsible for any losses or delays caused by any such service provider.

18.3 The Customer shall follow all instructions, procedures and these Terms and Conditions and any other documents PCUL may provide the Customer concerning access to the Revolving Credit Facility and use of the Services and Device.

18.4 The Customer agrees and acknowledges that they shall be solely responsible for the safekeeping and proper use of his/her Device and for keeping his/her PINs related to the Customer's Device, Revolving Credit Facility Account, the Services or mobile application, secret and secure. The Customer shall ensure that the Customer's PIN does not become known or come into possession of any unauthorized person. PCUL shall not be liable for any disclosure of the Customer's PIN to any third party and the Customer hereby agree to indemnify and hold PCUL harmless from any loss and damage PCUL may incur as a result of the Customer's intentional, negligent or reckless disclosure of the PIN or account details.

19 THE CUSTOMER'S PERSONAL INFORMATION

19.1 The Customer hereby expressly consents and authorizes PCUL to disclose, receive, record, store, share or utilize the Customer's personal information, or information or data relating to the Customer's Revolving Credit Facility Account with respect to the funds granted under the Service and any details of the Customer's use of the Services:

(a) to and from PCUL's service providers, dealers, agents or any other company that may be or become PCUL's affiliate or subsidiary or holding company for reasonable commercial purposes relating to the Services;

(b) to a Credit Reference Bureau and it is hereby understood and agreed that by signing this contract the Customer authorizes PCUL to access any information available to assess his/her application and also

gives PCUL permission to register details of the conduct of the Customer's account with any Credit Rating Bureau, and the Customer waives any claim he or she may have against PCUL in respect of such disclosure.

(c) to independent debt-collection agencies;

(d) to PCUL's lawyers, auditors or other professional advisors or to any court or arbitration tribunal in connection with any legal or audit proceedings;

(e) for reasonable commercial purposes connected to the Customer's use of the Services, such as marketing and research related activities; and

(f) in business practices including but not limited to quality control, training and ensuring effective system operation.

19.2 The Customer authorizes PCUL to disclose any information relating to the Customer's Revolving Credit Facility Account or any other related facility account to any local, foreign or international law enforcement or governmental agencies so as to assist in the prevention, detection, investigation or prosecution of criminal activities or fraud or to any other institution or third party as required by the laws of any country and as PCUL may deem necessary.

19.3 The Customer authorizes PCUL to disclose, respond, advise exchange and communicate the details or information pertaining to the Customer's Revolving Credit Facility Account to third parties involved in the administration of the Customer's Revolving Credit Facility Account, underwriting of insurance policies, updating of databases, or provision of user support.

19.4 The Customer shall notify PCUL of any changes to the Customer's personal information including but not restricted to the Customer's name and address by:

(a) updating the changes through the Device on PCUL's USSD app, mobile application, and website;

(b) by sending an email to info@platinumcredit.co.ug;

(c) or calling +256414342847; or

(d) or any other means that PCUL may deem necessary. Until such notice is received, the Customer's personal information shall be deemed to be that which the Customer provided in the Customer's application to register for the Service.

20 INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that the intellectual property rights in the Revolving Credit Facility and the Service (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that PCUL provide to the Customer are vested in PCUL. The Customer shall not infringe any such intellectual property rights. The Customer shall not duplicate, reproduce, or in any way tamper with any documentation or functionality on the Device, USSD, website, mobile application or any other of PCUL's medium without PCUL's prior written consent.

21 INDEMNITY

21.1 In consideration of PCUL complying with the Customer's instructions or Requests in relation the Revolving Credit Account, the Customer undertakes to indemnify PCUL and hold PCUL harmless against any loss, charge, damage, expense, fee or claim which PCUL may suffer or incur or sustain thereby and the Customer absolves PCUL from all liability for loss or damage which PCUL may sustain from acting on the Customer's instructions or requests or in accordance with these Terms and Conditions.

21.2 The indemnity in clause 21.1 shall also cover all demands, claims, actions, losses and damages of whatever nature which may be brought against any of PCUL's directors, employees, agents or which PCUL may suffer or incur arising from its acting or not acting on any Request

or arising from the malfunction or failure or unavailability of Device, and any hardware, software, or equipment, Virus, fraud perpetrated by third parties relying on vulnerabilities of the Device or Virus introduced by the Customer on the Device, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond PCUL's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by us.

21.3 The Indemnity in clause 21.1 shall also cover any loss or damage that may arise from the Customer's use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs, any unauthorized access to the Customer's Revolving Credit Facility Account or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of or damage to any of the Customer's Device, any loss or damage occasioned by the failure by the Customer to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by PCUL as a consequence of any breach by these Terms and Conditions by the Customer.

22 VARIATION, SUSPENSION AND TERMINATION OF THE SERVICE AND THE REVOLVING CREDIT FACILITY

22.1 PCUL may at any time, upon notice to the Customer, terminate or vary the business relationship with the Customer and suspend or discontinue his/her registration and/or access to the Service and the Revolving Credit Facility:

(a) if it reasonably suspects or believed that the Customer is in breach of these Terms and Conditions (including non-payment of any amount due from the Customer where applicable);

(b) if the Customer uses the Service or Revolving Credit Facility for unauthorized purposes or where PCUL detects any abuse/misuse, breach of content, fraud or attempted fraud relating to the use of the Services;

(c) if PCUL is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority to that effect or necessitating it;

(d) where such a suspension or variation is necessary as a consequence of technical problems or for reasons of the Customer's safety or public access fees;

(e) to facilitate, update or upgrade the contents or functionality of the Services from time to time; or

(f) if the PCUL decides to suspend or cease provision of the Services for commercial reasons or for any other reason as PCUL may determine.

22.2 In the event of the Customer failing to comply or failing to procure compliance with the terms of a notice consequently served on the Customer, PCUL may require immediate repayment in full of the Revolving Credit Facility amounts outstanding and/or forthwith terminate the contractual relationship with the Customer without any consequential liability to the Customer or any other person.

23 FACILITY CANCELTION

23.1 The Customer may request PCUL to cancel his/her application to the Service or his/her registration for the Service at any time through the Customer's Device or by contacting PCUL as stipulated in this clause 23 hereafter.

23.2 The Customer shall not cancel his/her registration for the Service or the Revolving Credit Facility if he/she has an outstanding and unpaid Monthly Payment, Overdue Amount or unpaid Fees.

23.3 Where the Facility is cancelled at any stage of processing before activation of the limit, the Customer shall be obligated to pay any loan origination costs incurred including but not limited to tracking device removal costs.

23.4 Cancellation of the Revolving Credit Facility before availment of the Revolving Credit Facility Limit and access of the Revolving Credit Facility funds by the Customer shall be communicated in writing through email to Info@platinumcredit.co.ug or by an official letter to PCUL and shall not attract any charges or costs.

23.5 If the Revolving Credit Facility is cancelled by the Customer after access of the Revolving Credit Facility funds by the Customer, the Customer shall notify PCUL via the email given in clause 23.4 above and reimburse the loan origination costs in clause 23.3 within (forty-eight) 48 hours of such notification with the proof of refund, failing which clause 14 and clause 15 of these Terms and Conditions shall take effect.

24 DISPUTE RESOLUTION AND GOVERNING LAW

24.1 You may contact the Call Centre through 0200300500 to report any disputes, claims or complaints; Any dispute arising out of or in connection with this agreement that is not resolved by Call Centre should be reported in writing through PCUL's email on info@platinumcredit.co.ug

24.2 Unless this Agreement has already been repudiated or terminated, the parties shall, (notwithstanding that any dispute is subject to the dispute resolution procedure set out in this Agreement), continue to carry out their obligations in accordance with this Agreement. This agreement shall be governed and construed in accordance with the laws of the Republic of Uganda

24.3 This Agreement arising out of the Customer's acceptance of the Revolving Credit Facility on the Terms and Conditions set out herein shall be governed by and construed in all respects in accordance with laws of Uganda.

25 NOTICES

25.1 All waivers, elections, options, notices, demands, and consents which either Party may be required or may desire to give under this Agreement ("Notice") shall be in writing and may be served personally or by registered post or recorded delivery or by facsimile transmission or electronic mail with confirmed delivery.

25.2 Each Party's address for the service of notice or communication shall be the one mentioned in the Revolving Credit Facility Application Form (for the Customer) and this in the Agreement (for PCUL), or such other address as one Party may specify by written notice to the other.

25.3 Notice shall be deemed to have been served:

(a) if it was served in person at the time of service;

(b) if it was served by post, forty-eight (48) hours after it was posted; and

(c) if it was served by facsimile transmission or electronic mail, at the time of transmission provided an error transmission report is not received by the sender.

26 OFFER PERIOD

The offer contained herein is available to the Customer for acceptance for a period of no less than one (1) month from the date of this Agreement after which date the Customer should have read understood

the Terms and Conditions set out hereunder, the offer will lapse on expiry of this period unless extended in writing. The Customer is at liberty to consult independently on any term or condition in this Agreement.

27 REPRESENTATIONS & WARRANTIES

Where a Vehicle has been provided as collateral, the Customer undertakes to:

- 27.1 guarantee that the Customer is the registered owner of the vehicle which shall be used to secure the Revolving Credit Facility and any other PCUL facility with the subject Vehicle;
- 27.2 causes the Vehicle to be and remain with a PCUL caveat endorsement during the duration of the Revolving Credit Facility and to deposit the logbook relating to the Vehicle with PCUL;
- 27.3 keep and maintain the Vehicle in good order and condition (fair wear and tear only expected) and will be fully responsible for any loss thereof or damage thereto however occasioned;
- 27.4 not use the Vehicle nor permit it to be used for any purpose not permitted by the terms and conditions of the Vehicle's insurance policy nor permit to be done any act or thing by reason of which such insurance policy may be invalidated;
- 27.5 not take, or permit to be taken, the Vehicle out of the Republic of Uganda without the prior written consent of PCUL;
- 27.6 punctually pay all licenses, duties, fees and registration charges as and when they fall due;
- 27.7 ensure that he/she has taken due care to enable the tracking of the Vehicle, but not limited to the following obligations: permit PCUL's tracking services' service providers to access the Vehicle for checking the GPS tracking device, repair it or replace a faulty device with a functional device;
- 27.8 should a GPS tracking device develop a technical fault, PCUL and the tracking services' service provider will contact the Customer. It's the Customer's responsibility to cooperate with PCUL and the service provider to ensure that the vehicle is submitted to the service provider for resolution of the technical fault, and restoration of the device's to functional status. For avoidance of doubt, if the Customer fails to cooperate with PCUL and/or PCUL's tracking services' service providers, PCUL will institute repossession procedures of the affected Vehicle, twenty four (24) hours from the time of notification of the technical fault by PCUL to the Customer, and take the repossessed Vehicle for storage at one of the PCUL's storage yard, at the Customer's cost.

28 INSURANCE

- 28.1 The Customer shall ensure that the Vehicle is insured comprehensively while this Agreement is still in force.
- 28.2 If the Customer fails or neglects to take up and maintain a comprehensive insurance cover for the Vehicle at least seven (7) days to expiry, PCUL shall take up such insurance cover and charge the associated costs on the Customer's Revolving Credit Facility Account, three (3) days to the expiry of the existing insurance cover and the insurance cover taken by PCUL shall be communicated to the Customer.
- 28.3 If the Customer expressly allows PCUL to charge the said insurance cover on the Customer's Revolving Credit Facility Account, there will be no refunds whatsoever made to the Customer.
- 28.4 Where the Customer notifies PCUL of his/her intention to cancel the insurance cover taken up by PCUL over the Vehicle and PCUL proceeds to cancel the insurance cover on the Customer's express instructions, there will be no refunds whatsoever made to the Customer.

28.5 The Customer undertakes to endorse PCUL as the principal beneficiary of any compensation and dues arising from an insurance claim relating to the Vehicle.

28.6 PCUL shall be entitled to the full benefit of the insurance policy thereof including claims that might at any time be outstanding. Any monies received by virtue of such insurance shall at the discretion of PCUL be applied in replacing or restoring any loss or damage in respect of which the same shall be received in or towards liquidation of the amount for the time being due by the Customer to PCUL under this Agreement.

29 DATA PROTECTION POLICY

29.1 It is hereby understood and agreed that the data herein has been directly obtained from the Customer who has provided this data to PCUL to facilitate the processing of the Revolving Credit Facility sought by the Customer.

29.2 It is hereby understood and agreed that by signing this Agreement the Customer:

- (a) shall provide personal data which is required for facilitating the processing of the Revolving Credit Facility, the establishing and maintenance of business and for the fulfilment of PCUL's contractual and legal obligation;
- (b) consents to PCUL processing the data as per its internal company policy and the Data Protection and Privacy Act, No. 24 of 2019 of the laws of Uganda ("Data Protection and Privacy Act");
- (c) has given consent to PCUL to continue holding and processing the data provided even after all obligations under the Revolving Credit Facility has been settled for a variety of purposes including but not limited to cross selling, research, product development, analysis of market trends, operation of PCUL's regulations and procedures;
- (d) is at liberty to exercise its rights as a data subject and as is provided by the Data Protection Act;
- (e) consents to the use of their personal data from time to time by PCUL to market PCUL's products. The Customer may opt out of receiving marketing communication at any time within the duration of the Revolving Credit Facility by officially communicating to PCUL through the prescribed channels of communication.

29.3 PCUL undertakes to ensure the personal data provided by the Customer is processed in accordance with the Data Protection and Privacy Act.

29.4 For queries and more information on PCUL's data protection policy, the Customer may contact PCUL's data protection personnel at dpo@platinumcredit.co.ug.

30 FURTHER ASSURANCE

When required by PCUL, the Customer will execute such further legal or other charges or assignments in favor of PCUL over the Vehicle including but not limited to all rights and remedies relating thereto both present and future to secure all moneys, obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realization of PCUL's security or the exercise of the powers conferred on PCUL or a receiver appointed by it such further charges or assignments to be prepared by or on behalf of PCUL at the cost of the Customer in such form as PCUL requires.

31 RESTRICTION ON DEALING

The Customer covenants that he/she will not without notifying PCUL and obtaining the prior consent in writing of PCUL;

31.1 create or attempt to create or permit to subsist any mortgage, debenture, charge or pledge upon or permit any lien or other encumbrance to arise or affect the Vehicle;

31.2 assign, discount, factor, pledge, or charge the Vehicle; or

31.3 part with possession of, transfer, sell, lease or otherwise dispose the Vehicle or any part thereof or attempt or agree to do so.

32 WITHDRAWAL FROM AGREEMENTS

PCUL may, at any time withdraw from this Agreement and the Customer will have no claim against PCUL if PCUL does so.

33 INDEPENDENT CONTRACTOR

The relationship of Customer to PCUL is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship including without limitation, joint venture, agency, partnership or employer-employee relationship.

34 COUNTERPARTS AND ELECTRONIC SIGNATURES

34.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed by hand or electronic signature and delivered by facsimile, electronic mail or other means as may be mutually agreed by any of the parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received.

34.2 The Parties agree that if this Agreement is executed and/or transmitted electronically neither Party shall contest the validity of this Agreement or any electronic signature or acknowledgement thereof, on the basis that this Agreement or acknowledgement contains an electronic signature.

35 ENTIRE AGREEMENT

This Agreement constitute the entire agreement between Parties, with respect to its subject matter and supersedes all prior oral and written agreements, understandings, negotiations, promises, representations of any kind and there are no conditions to this Agreement which are not expressed therein.

36 ASSIGNMENT

36.1 The Customer shall not be entitled to assign all or any part of his/her rights, obligations or benefits hereunder without the prior written consent of PCUL.

36.2 The Customer hereby waives any notice of the transfer, factoring, delegation, ceding, novation or assignment of all or any part of PCUL's rights and/or obligations under this Agreement or other agreement to which the Customer and PCUL are parties, to any person, and agrees to remain bound by the terms of this Agreement, that other agreement subsequent to any such action by PCUL.

37 AMENDMENT, MODIFICATION AND WAIVER

No amendment, modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless by written agreement signed by both Parties.

38 NO WAIVER

No breach of any provision of this Agreement shall be deemed waived unless it is waived in writing by PCUL. No course of dealing and no delay on the part of PCUL in exercising any right will operate as a waiver thereof or otherwise prejudice PCUL's rights, powers, or remedies. No right, power, or remedy conferred by this Agreement upon PCUL will be exclusive of any other rights, power or remedy referred to this Agreement or now or hereafter available at law, in equity, by statute, or otherwise.

39 SEVERABILITY

If any provision of this Agreement, or the application of it to any Party or circumstance, is held void, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to other Parties or circumstances, shall not be affected thereby, the provisions of this Agreement being severable in any such instance.

40 VOLUNTARY SUBMISSION

Both Parties acknowledge that they have entered into this Agreement voluntarily without duress or coercion.

41 JURISDICTION

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

Appendix 1: Facility Repayments of the USSD Credit Card Facility can be done:

Part 1. By bank transfer or cash deposit at PCUL's bank account provided below:

- i) Bank Name: Stanbic, Account Name: Platinum Credit (U) Limited, Branch: Forest Mall, Account Number: 9030005697890 or,
- ii) Bank Name: ABSA, Account Name: Platinum Credit (U) Ltd, Branch: Hannington Road, Account Number: 6006726893

Part 2. By PCUL i) MTN mobile money: *165#, Select Payments (4), Select Goods and Services (4), Enter Merchant code: PCUL, Reference: Client I.D | Airtel Money: *185*4*9#, Business Number: 230011, Amount: XXXX, Reason: Client I.D,

No cash should be handed to an employee of PCUL or third party. PCUL shall not take ANY responsibility for money paid to any of its employees or third parties.

Appendix 2: Additional Terms and Conditions for the USSD Credit Card Facility

1. All Revolving Credit facilities will be linked to a pre-existing charged Vehicle used as collateral for the original facility that will be converted to the Revolving Credit Facility.

2. To qualify for the Revolving Credit Facility, the Customer must be pre-qualified. The Customer will thereafter receive a pre-qualification SMS on his/her device. If the Customer needs a credit limit beyond the pre-qualified amount, he/she should contact PCUL for further advice via phone through +256200300500 or sending an email to info@platinumcredit.co.ug. To qualify for the Revolving Credit Facility, the Customer must have made regular payments for at least three (3) months.
3. Pre-qualification will be valid for thirty (30) days after which the Customer needs to be pre-qualified again before accessing the Revolving Credit Facility.
4. As long as the Facility to be converted to Revolving Credit Facility is running, the Vehicle used as Collateral will be subject to a 1% depreciation factor every month. A new valuation of the secured vehicle will be done every six (6) months following the initial valuation.
5. Upon application for the Revolving Credit Facility, Platinum Credit Uganda reserves the exclusive right of approving, revising or rejecting the initial pre-qualified amount.
6. The Customer has read and familiarized themselves with the general Terms and Conditions of the Revolving Credit Facility as stipulated hereinabove and has been informed of their right to seek independent advice on the same.
7. The Processing Fees for this facility shall be applicable upon the first withdrawal by the client and will be treated as a further withdrawal of four percent (4%) of the limit given to the client

Keeping track

Each month, you will receive a statement detailing your transaction for that month. This statement offers a clear picture of what you spend each month, helping you budget. In order to have a record of what you have spent, please keep all the slips and receipts you received for at least six months.

Payment options

The most important aspect of responsible Revolving Credit usage is to ensure that you make your monthly repayment on time. In doing so, you will reduce the chance of incurring late payment fees and have more balance available i.e. the more you pay each month, the more you can access credit.

Making a payment

Direct payments. *You are required to make to payments to your PCUL loan account regularly. The regular payments will reduce the chance of failed/late payment. Please make sure that there are sufficient funds in your loan account to cover your payment on the due date of each month.* If you do not have sufficient funds in your account on the payment due date, your payment will be rejected and you will be liable for late payment fees.

Please note: A minimum mandatory payment of 10% of the balance is required each month. If you wish to change the amount you want to pay this can be done up to 15 days before the payment due date on your statement. To do this please visit our nearest branch.

Please make your cash payments to the Platinum Credit Uganda Limited Account number using the payment methods shared in appendix 1.

Financial difficulties

If your financial circumstances should change at any time, and you wish to adjust your repayment, please do not hesitate to contact our Customer Service on +256200300500.

Security notice

Please be assured that Platinum Credit Uganda Limited is actively working to ensure minimum consequences for fraud. We invest heavily in fraud protection systems to protect you as customers. Should we notice any 'irregular' behavior in your account usage, we may give you a call. Please do not be alarmed. We have your best interest at heart.

If you think your mobile phone is lost or stolen and if you notice any irregular transactions on your statements call us immediately on our Contact Centre number +256200300500.