

General Terms and Conditions guiding transactions with LOLC Unguka Finance

INTRODUCTION

The terms and conditions set forth in this document aims to clarify the conditions of use of MFI's operations services, the instructions to be followed by the customers when they request operational service and defines the relationship between the MFI and the Customer.

1. DEFINITIONS

- (a) "Account" means any type of account held by a Customer with the MFI (including without limitation) any account in relation to any advance, deposit, contract, product, dealing or service established and operated between the MFI and the Customer;
- (b) "Available Balance" means the amount in the Account which can be drawn by the Customer without any restriction by the MFI (such restricted amounts including without limitation any unconfirmed credit(s), any amount(s) credited to the Account in error and/or any amount(s) which the MFI has a right of Set-Off);
- (c) "Application Form" means the MFI's form completed by the Customer in respect to the establishment and operation of an Account;
- (d) "Authorized Signatory" means the Customer and/or in relation to the Customer any person(s) Authorized as specified in writing by the Customer to the MFI to operate the Account on the Customer's behalf;
- (e) "MFI" means LOLC Unguka Finance Plc.
- (f) "MFI's Branches" means (including the main registered office of the MFI) all places where the MFI's business is operated and conducted;
- (g) "Business Day" means any day on which the MFI is open for business (excluding statutory and other public holidays) as the MFI may determine from time to time;
- (h) "Banking Hours" means the hours for which the MFI is generally open for business as may be determined by the MFI;

- (i) "MFI's Tariffs" means (including but not limited to) the schedule of the charges and fees levied by the MFI in relation to the Account;
- (j) "Cheque" means the cheque forms issued by the MFI to the Customer and forming part of the Chequebook;
- (k) "Chequebook" means the serially numbered Cheques bound together and issued by the MFI to the Customer.
- (I) "Chequebook Terms and Conditions" means the Specific Terms and Conditions relating to the use of the Cheques and the Chequebook by the Customer;
- (m) "Customer" means a holder of the Account;
- (n) "Debt" means all moneys, obligations and liabilities whatsoever whether principal, interest or otherwise in Rwandan Francs or in Foreign Currency which may be due, owing or incurred by the Customer to the MFI whether present or future, actual or contingent;
- (o) "Foreign Currency" means any currency howsoever denominated other than Rwandan Francs
- (p) "Mandate" means the mode of operation of the Account as specified by the Customer in the Application Form;
- (q) "Security" means (including but not limited to) any agreement, mortgage, charge, pledge, lien, guarantee, indemnity, debenture and/or other security securing in whole or in part any Debt of the Customer with the MFI;
- (s) "Specific Terms & Conditions" means the particular terms and conditions relating to a specific type of Account; and
- (t) "Tax" means all taxes levies duties charges imposts or withholdings (including, without limitation, compensating tax, drought levy, value added tax, stamp duties, service charges, National Social Security or Hospital Insurance Fund payments) together with all penalties charges and interest relating to any of them

2. ELIGIBILITY

The MFI may, at its sole and absolute discretion, upon due application by the Customer and subject to the General Terms and Conditions as well as any Specific Terms and Conditions in respect of an Account, open an Account for a Customer. The MFI shall not open an Account for any Customer whose name appears in any blacklist(s) (whether local or international) issued, circulated or otherwise available to the MFI from time to time.

3. CUSTOMER'S NAME

The Account shall be operated by the Customer under the name(s) specified in the Application Form and all documents provided there under. The MFI shall have the right, at its sole and absolute discretion, to request the Customer for all necessary proof of the Customer's name and any change thereof and the MFI shall be at liberty to decline to act on any or all the Customer's instructions until such request is met to the sole and absolute satisfaction of the MFI.

4. CUSTOMER'S ADDRESS

The address specified by the Customer in the Application Form shall be deemed by the MFI to be the registered address of the Customer and all postal communication to the Customer shall be sent by the MFI to the said address. The Customer must notify the MFI in writing of any changes to this address.

5. CUSTOMER INFORMATION

The MFI reserves the right, at its sole and absolute discretion, at any time during the tenure of the Account to request the Customer for any information and/or documentation that the MFI may require for the establishment and/or operation of the Account.

6. CUSTOMER'S INSTRUCTIONS

- (a) the MFI shall only be bound to act upon the Customer's original duly executed instructions and/or documents drawn or accepted in accordance with the Mandate until such time as the Customer shall give the MFI due written notice to the contrary.
- (b) instructions received after Banking Hours or on a non-Business Day shall be processed on the next Business Day. The Customer may cancel instructions provided that the MFI is not otherwise irrevocably bound to act upon such instructions and provided further that the MFI has confirmed that such instructions have not yet been acted upon. The MFI shall be entitled to levy a charge as per the MFI's Tariffs for cancelling instructions;
- (c) the MFI may, subject to such requirements as it shall in its sole and absolute discretion deem necessary and upon prior written request from the Customer, act upon oral, facsimile, electronic or any other forms of unwritten communication. The MFI shall however not be liable and the Customer shall indemnify and hold the MFI harmless if the MFI acts on instructions which have been corrupted or improperly transmitted or if the information contained in the said communication is not received or is delayed;
- (d) the MFI may refuse to act on the Customer's instructions, if the instructions are not clear and/or if the MFI has reason to believe that the Customer did not give the instruction and/or if the MFI believes that a law, regulation, code or other duty which applies to the MFI may be broken by acting on the instructions.

7. CHEQUEBOOK

(a) the Chequebook shall be issued by the MFI to the Customer at the MFI's sole discretion, subject to the Chequebook Terms and Conditions which are set out in this paragraph and on the inside cover of the Chequebook;

- (b) the MFI may charge a fee for the issuance of a Chequebook and any other additional Chequebooks issued to the Customer;
- (c) the MFI may refuse to make payment to the Customer or any other third party on any cheque which is not drawn in the manner specified by the Chequebook Terms and Conditions set out below:
- (i) the Customer must write, date and sign the Cheque in clear handwriting using legible ink (preferably blue or black) in the currency of the Account for an amount not exceeding the Available Balance;
- (ii) when drawing a Cheque:
- (a) the amount should be stated in both words and figures in such a manner as to prevent the insertion of any other word or figure and/or to prevent any fraudulent alterations;
- (b) the Cheque must be signed by an Authorized Signatory as per the terms of the Mandate:
- (c) any alteration to the Cheque must be counter-signed by an Authorized Signatory as per the terms of the Mandate;
- (d) any un-crossing of the Cheque must be done by an Authorized Signatory as per the terms of the Mandate;
- (e) no incomplete Cheque is given to any person; and
- (f) all uncompleted Cheques are kept in safe custody at all times.
- (iii) the Customer must count the number of Cheques contained in the Chequebook at the time the Customer is issued with the Chequebook and periodically throughout the use of the Chequebook. If any Cheque is found to be lost or missing, the Customer must inform the MFI immediately,
- (a) the MFI may refuse to honour a Cheque where the date of the Cheque is more than two months old (2 months) or where the date is in the future (post-dated cheques);

- (b) where the Customer wants the MFI to stop payment on a Cheque, the Customer must immediately request the MFI in writing to do so. Upon receipt of a written notice from the Customer to stop payment of a Cheque, the MFI shall record the notice and stop the payment provided that such notice is received before the transaction sought to be stopped has occurred. The MFI reserves the right to charge an administration fee for stopping the payment of a Cheque.
- (c) the MFI shall not be liable to the Customer in any way and the Customer shall fully indemnify the MFI against any claims by any third party should the MFI make payment against a Cheque on the Customer's behalf, where the Cheque is presumed to be issued by the Customer but the signature or content of the Cheque and/or written instruction has been forged if:
 - 1. the Customer has facilitated such forgery; or
 - 2. there has been a previous forgery of the Customer's Cheque or note of instruction without the Customer having previously objected to the payment,
- (d) the MFI acts only as the Customer's collecting agent and if

the Customer's Cheque or any other third-party instrument is lost or stolen while in the custody of the MFI the MFI shall not be liable for any loss of profit or opportunity suffered by the Customer or any other person and/or for any charges incurred by the Customer or any other person in stopping payment.

8. SPECIMEN OF SIGNATURES

The Customer shall give to the MFI, in a form acceptable to the MFI at the MFI's sole and absolute discretion, a specimen of the signature of each Authorized Signatory. The MFI may require a fresh specimen signature in the event of a change in the Customer's name.

9. WITHDRAWAL AND PAYMENTS

Subject to daily withdrawal limits (if any), a sufficient Available Balance and the Specific Terms and Conditions of the Account, the Customer may make withdrawals and/or payments from the Account; the Customer shall not be permitted to draw against, and the

MFI shall not be obliged to make payment against a cheque or other payment which has not been cleared.

Where a cheque presented by any party other than the Customer for the payment of cash, the MFI may require confirmation from an Authorized Signatory before it makes payment to such party;

10. DEPOSITS & CREDITS

- (a) the Customer may deposit for credit to the Account cash, cheques and/or other instruments drawn in a manner and of a form acceptable to the MFI. The MFI shall not accept any liability for cash sent through the post.
- (b) any negotiable or non-negotiable instrument of whatsoever nature, shall be accepted by the MFI for deposit or collection at the sole risk of the Customer. The MFI reserves the right without prior notice to reverse any entries in the Account and debit any amounts credited in the Account in respect of any promissory notes, , cheques or other instruments credited to the Account which are subsequently returned unpaid for any reason after that the MFI has advised the Customer of such entries and credits. The reversal of such entries and debit of such amounts does not affect the right of the MFI to retain such unpaid notes, bills, cheques or instruments and to exercise in its favour all rights relating to such instruments;
- (c) the MFI assumes no responsibility and shall not be liable for the value given to funds by a beneficiary or corresponding MFI provided that the MFI has acted according to the Customer's instructions;
- (d) the MFI acts only as the Customer's collecting agent and assumes no responsibility for the realization of any items deposited with the MFI for collection; and

11. PAYMENT OF CASH

(a) the MFI shall only pay cash to the Customer upon the presentation of a duly filled passbook a form issued by the MFI, a cheque and receipt, where the cheque/receipt are duly signed by an Authorized Signatory;

12. SIMULTANEOUS ORDER OF FUNDS

Where the MFI receives several instructions from the Customer for withdrawals and/ or payments from the Account at approximately the same time such that the aggregate amount sought to be withdrawn and/or paid exceeds the Available Balance, the MFI may in its sole and absolute discretion comply with such of the said instructions in such order and/or manner as it deems fit.

13. STATEMENTS OF ACCOUNT

The MFI shall provide to customers a printed account statement per year free of charge upon customer request .The MFI may also (upon the Customer's written request and payment of the requisite fee) provide the Customer with an additional statement(s) and/or provide the statement to the Customer at such intervals as the Customer and the MFI may agree; and the contents of any statement issued by the MFI to the Customer, to which the Customer has not objected to within one month of receipt thereof, shall be deemed to be accepted by the Customer and shall, in the absence of any manifest error, be conclusive evidence of all the transactions made in the Account and shall not be subject to challenge by the Customer on any ground, whatsoever; for all purposes, including any legal proceedings, a certificate signed by any director, manager and/or any Authorized signatory of the MFI as to any matter relating to the Account and/or any Debt shall, in the absence of any manifest error, be conclusive evidence against the Customer in respect of the said matter and/or Debt. The MFI will levy related charges according to the tarrif in use.

14. STANDING ORDERS/DIRECT DEBITS

The MFI may permit the Customer to effect automatic debits or withdrawals (such as Direct Debits or Standing Orders) from the Account unless the Specific Terms and

Conditions of the Account state otherwise. All such transactions shall be effected at the MFI's discretion and the MFI reserves the right not to effect any instructions relating to a Direct Debit or Standing Order where there is an insufficient Available Balance.

15.MFI CHARGES AND EXPENSES

The MFI shall be entitled to be paid by the Customer and shall be at liberty to debit the Account with:

- (a) all expenses incurred by the MFI in clearing or attempting to clear any cheque or other payment to be credited to the Customer's Account.
- (b) interest (including default and/or additional interest if any)) on any overdrawn account, loan account or on any other credit facility extended by the MFI to the Customer, at such per annum rate and computed and compounded in such manner as shall be determined by the MFI in its sole discretion, without notice to the Customer (subject to the limits permitted by law);
- (c) legal and/or professional charges charged, where applicable, on an advocate/client basis and incurred by the MFI in obtaining any legal and/or professional advice in connection with the Account, the preparation of any documents relating to the Customer's credit facilities and/or any dealings by the Customer with the MFI;
- (d) processing fees, commitment fees, commission charges etc. at such rates, at such times and in such manner as the MFI may from to time decide; and
- (e) all other expenses and charges levied by the MFI as more particularly set out in the MFI's Tariffs

16. REPAYMENT OF OVERDRAWN ACCOUNTS

(a) the Customer must not draw the Account below the prescribed minimum balance of the Account (or exceed the limit of any overdraft facility extended and approved by the MFI in respect of the Account) without the MFI's prior written consent. The MFI shall be at liberty at its sole and absolute discretion to refuse to honour a cheque, make a payment and/or allow a withdrawal if the effect of the same would be to either cause the Account to be drawn below its prescribed minimum balance or the said overdraft limit to be exceeded; and

(b) if the Account is drawn below its prescribed minimum balance or the approved overdraft limit is exceeded without the MFI's prior written consent the Customer shall (including without limitation) pay such fees as the MFI may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance or the particular amount in excess of the approved overdraft limit (in this paragraph together called the "outstanding amounts") at such rate or rates and computed and compounded in such manner as may be determined by the MFI in its sole and absolute discretion until the outstanding amounts are paid in full. The MFI shall also be at liberty to demand from the Customer the immediate repayment, in full, of the entire outstanding amounts together with all interest accrued thereon as well as all other costs, charges and expenses arising there from.

17. BANKS' LIEN

- (a) in the event of a Debt, the MFI shall have a general lien over all the property of the Customer in the MFI's possession, including, but not limited to, cash, goods, securities or valuables held by the MFI, cheques presented for payment, bills and any other property (movable or immovable) charged in whatever manner by the Customer in favor of the MFI to secure the repayment of the Debt; and
- (b) the MFI may, at any time, give the Customer notice in writing that if the Debt is not repaid to the MFI within a stipulated period of time, the MFI, may enforce any of its rights and remedies under any Security so as to redeem the Debt-

18.MFI'S RIGHT OF SET-OFF

All operations between the MFI and the Customer of whatsoever nature shall be considered and treated by the MFI for all purposes as a single integral and indivisible account and the MFI may:

- without notice utilize any credit balance in the Account (whether current, loan, savings, term deposit or any other type of account or in the account of any other person for whom the Customer has agreed to act as surety) to pay any Debt due to the MFI from the Customer or any other person whom the Customer has agreed to act as guarantor and/or surety. This right of Set-Off shall be in addition to, and shall not impair or affect, any of the MFI's other rights of recovery;
- convert, at the MFI's prevailing rates of exchange, any money held by the MFI in a Foreign Currency which is subject to the MFI's lien and thereafter exercise the MFI's right of Set-Off. The MFI accepts no liability for any loss caused by such currency conversion; and liquidate a time deposit (including those denominated in Foreign Currency and/ or for a given period of time) and exercise the MFI's right of Set-Off against the Debt notwithstanding that the time period of the deposit has not expired or interest accrued.

19. VARIATION OF RELATIONSHIP & CLOSURE OF THE ACCOUNT

The Customer may, upon prior issuance to the MFI written Notice as the MFI may deem fit close the Account subject to the settlement of any Debt.

The MFI may at any time, upon giving notice to the Customer, terminate or vary its business relationship with the Customer and/or close the Account and may require the repayment by the Customer of any Debt resulting from such determination, variation and/or closure; and if the MFI terminates or varies its relationship with the Customer and/or closes the Account, it shall be the Customer's sole responsibility to notify any other party regarding such termination, variation and/or closure.

20. FREEZING OF THE ACCOUNT

The MFI in its sole discretion may at any time, refuse to accept any instructions in regard to the Account, if and for so long as:

(a) there is any dispute between the Customer and the MFI; or

- (b) the MFI has any reason to suspect that a fraud has been or is likely to be committed; or
- (c) the Account is being or is likely to be operated by the Customer for any illegal and/or unlawful transaction; or
- (d) the MFI has any doubt for any reason that either the Customer is not the person entitled to operate the Account or that there is any dispute in respect of the Mandate; or
- (e) the MFI is under a legal obligation to do so.

21.JOINT ACCOUNTS

The following Specific Terms and Conditions shall apply to Joint Accounts:

- (a) where a Joint Account is operated by a Mandate designated as 'Either to sign, each Customer to the Joint Account is Authorized to operate the Joint Account individually and it shall be deemed that the instructions given by one Customer to the Joint Account regarding the Joint Account are authorized by the other Customer(s) to the Joint Account;
- (b) where a Joint Account is operated on a Mandate designated as 'Jointly', each Customer to the Joint Account is only authorized to operate the Joint Account together with all other Customers to the Joint Account (or as specified in the Mandate). The MFI shall not be held liable for refusing to act or for any delay in accepting the instructions which are not issued by all Customers to the Joint Account;
- (c) if any Customer to the Joint Account gives instructions that conflict or appear to conflict with instructions given by another Customer(s) to the Joint Account the MFI may refuse to act on any such instructions until the conflict is resolved to the MFI's sole satisfaction; the MFI shall not be liable for any information in regards to the customer on joint account which is not provided with written notice and
- (d) each Customer to the Joint Account shall be jointly and severally liable to repay any Debt in respect of the Joint Account.

22.FIXED DEPOSITS

21. The MFI may at its sole discretion, accept funds in specified currencies from the Customer to be placed in an interest earning deposit Account for a fixed period. Such Specific Terms and Conditions as may be set by the MFI in respect of such Accounts shall apply and if there is any difference between these General Terms and Conditions and such Specific Terms and Conditions, the Specific Terms and Conditions shall apply.

22.INTEREST

- (a) Interest shall only be payable on the credit balance in an interest earning Account.
- Interest shall be calculated at such rate as the MFI may determine and vary from time to time;
- (b) Interest shall be paid and credited to the Account in such manner as specified in the Specific Terms and Conditions of the Account; and
- (c) Interest shall be calculated on gross and any Tax that the MFI is required to pay shall be debited from the Account.

23. FOREIGN CURRENCY ACCOUNTS

Subject to any exchange regulations (where applicable):

- (a) the MFI may operate the Account in a Foreign Currency;
- (b) the MFI may at the request of the Customer, credit or debit the Account with a currency which is not the designated currency of the Account and may convert such amount debited or credited at the MFI's prevailing rate of exchange; and
- (c) the Foreign Currency Account shall be operated by the Customer at the Customer's risk including but not limited to the consequences of any legal, fiscal or other measures affecting the Foreign Currency Account.

24. DORMANT ACCOUNTS

- (a) the Account shall be deemed to have become Dormant where the Account has remained inoperative for such period as may be specified by the Specific Terms and Conditions of the Account or as may be determined by the MFI from time to time; and
- (b) the MFI may (including without limitation) apply any one or more of the following conditions to an Account upon its classification as Dormant:
- (i) confirm the validity and authenticity of the first transaction reactivating the Account;
- (ii) suspend the payment of interest (if applicable);

andcharge a maintenance fee until when the account has zero balance.

25. DEDUCTIONS

All payments required to be made by the Customer to the MFI pursuant to these General Terms and Conditions or otherwise shall be made in immediately available funds without any set-off, counterclaim or deduction of any Tax whatsoever unless required by law in which event the Customer shall simultaneously while making the relevant payment pay, to the MFI such additional amount as shall result in the receipt by the MFI of the full amount which would otherwise have been receivable by the MFI.

26. COMPLAINTS

The MFI may require that any complaint made by the Customer in relation to the Account be made in writing. The MFI shall act upon such complaint, as soon as is reasonably possible, after receipt of the complaint by the MFI.

27. LIABILITY

- (a) the MFI shall not be liable to the Customer for
- (i) any loss of profit or opportunity or any consequential loss or damage to the Customer's reputation. The MFI shall not be liable in any way to the Customer or to any third party for making payment on the Customer's behalf or acting upon any written instructions

presumed to be issued by the Customer even negligently, where the signature or content of the written instruction has been forged if the Customer has facilitated such forgery and/or if there has been a previous forgery of the Customer's cheque or note of instruction to which the Customer has not previously objected to and/or if the MFI has exercised due care and acted in good faith in making such payment;

- (ii) any act or omission including any breach of its obligations under these General Terms and Conditions caused by circumstances beyond the MFI's reasonable control including but not limited to fire, strike, insurrection or riot embargo, terrorist or any enemy action, theft or burglary, delays in transportation or the requirement or regulations of any civil or military authority;
- (iii) where the MFI is operating the Account by means of a software package or other accounting system) for the non-performance of the software which shall have occurred directly or indirectly as a result of (including without limitation) adverse power fluctuations or damage resulting from fire, water, accidents, spillage of fluids, connections to improper power supplies, faulty or incorrect electrical wiring or connection,
- (b) subject to these General Terms and Conditions, where the MFI is found to be liable to the Customer for any loss, injury or damage resulting from any willful or negligent delay or error in carrying out the Customer's clear and unequivocal instructions, the MFI's liability shall be the lower of:
 - 1. the amount of such loss, injury or damage; or
 - 2. the amount of any interest not received, or any interest that the Customer has to pay as a result of such failure, delay or error.

28. VALIDITY OF DOCUMENTS

The MFI is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.

29.COMMUNICATIONS

- (a) any written communication from the MFI to the Customer, including but not limited to, any notice given pursuant to these General Terms and Conditions shall be deemed to have been received by the Customer:
- (i) if delivered personally, at the date and time of delivery;
- (ii) if sent by post, on the fourth day from the date of posting;
- (iii)it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed notwithstanding that it be undelivered or returned undelivered.
- (iv) the Customer shall have no claim against the MFI for damages resulting from loss, delay, misunderstanding, mutilation, duplication, or any other irregularity due to the transmission of any communication whether to or from the Customer, the MFI or any third party, by delivery, post, fax, telegraph, telephone, or any other form of cable communication.

30.INDULGENCES

Any concession which may be granted to the Customer by the MFI shall not affect the Customer's obligations to the MFI or the MFI's rights as against the Customer.

31.CONFIDENTIALITY

- (a) the MFI values the Customer's privacy and has a policy to hold in confidence information and/or documentation relating to the Customer and/or the Account. However the MFI may in certain circumstances disclose such information and/or documentation to any person in connection with any actual or likely event of default by the Customer. This right to disclose includes disclosing information under these General Terms and Conditions (including the assignment or transfer of all the MFI's rights and obligations under these General Terms and Conditions).
- (b) the Customer authorizes the MFI to respond, if it shall so choose, to all inquiries (including without limitation any MFI's references) received from any other MFI, financial institution or person providing credit or financial services, concerning the Account without any reference to the Customer.

- (c) the MFI may also disclose information and/or documentation relating to the Account in the following circumstances:
 - to any credit reference, scoring or rating agencies;
 - to any persons providing information or services to the MFI, (including without limitation a holding or group companies, subsidiaries or related parties) on the understanding that the information shall be confidential and may not be further disseminated; and
 - where the MFI is under a legal or contractual obligation to do so (including but not limited to the MFI's legal and/or contractual obligations to prevent money laundering and related offences) and/or where it is in the interest of the public.

32. ASSIGNMENT

The MFI shall have a full and unfettered right to assign and/or transfer all or any of its rights, benefits and obligations under these General Terms and Conditions and/or under any Specific Terms and Conditions, to any person at any time without notice to the Customer.

33.INTERPRETATION

- (a) the expression the "Customer" and/or "person" and or "party" shall include any natural person, firm, partnership, incorporate or corporate body, state, state agency, governmental authority in whatever name of style and when there are two or more included in the expression the "Customer" and/or "person" and/or "party" such expression shall include either one severally and/or both or all of them jointly.
- (b) references to words denoting the singular number shall include the plural and vice versa and reference to the masculine gender includes a reference to the feminine gender and neuter

34.VARIATION

(a) the MFI may vary these General Terms and Conditions, any Specific Terms and Conditions and and/or the MFI's Tariffs (either in whole or in part) at any time. Notification

of any such variation may be given to the Customer either in writing or by publication thereof by such means as the MFI may decide but any variation whether notified or not shall be binding on the Customer; and

(b) the MFI may introduce a new type of Account for which Specific Terms and Conditions shall apply. Where there is any conflict between these General Terms and Conditions and any Specific Terms and Conditions, the Specific Terms and

Conditions shall apply.

35.INDEMNITY

The Customer hereby agrees to indemnify and keep the MFI harmless against all claims, demands, losses, costs, damages, liabilities, and expenses whatsoever (including any Taxes, legal and/or statutory fees (billed, where applicable, on an advocate/client basis)) incurred, sustained, or suffered by the MFI (or by any other person on the MFI's behalf) in connection with:

- (a) the negotiation, preparation, execution, delivery, stamping or registration (whether in whole or in part) of any Security;
- (b) any preservation or exercise (or attempted preservation or exercise) of any of the MFI's rights under or in connection with the enforcement (or attempted enforcement) of these General Terms and Conditions, any Specific Terms and Conditions and/or any Security;
- (c) any actual or proposed amendment of or waiver to any Security;
- (d) any discharge or release of any Security; and
- (e) any dealing with or obtaining of professional and/or other advice about any matter or question arising out of or in connection with these General Terms and Conditions, any Specific Terms and Conditions and/or any Security.

36.GOVERNING LAW

These	General	Terms	and	Conditions	and a	any	Specific	Terms	and	Conditions	shall	be
govern	ed by the	laws o	f the	Republic o	f Rwa	anda	ā.					

Date:

Customer name and signature: