



APPLICATION FORM FOR AGRICULTURAL ASSET PLUS LOAN

PART 1

For Official Use Only

Customer Reference Number Account Number

To be completed by applicants First Applicant Personal Details

Dr/Prof/Mr/Mrs/Miss Surname Middle Name First Name

Gender Male Female Date of Birth NRC NO.

Office Telephone No. Mobile No.

Email Address

Driver's License No (if any) Expiry Date

Residential Address

Owned Leased How Long at This Place

Postal Address

Town Province

Second Applicant Personal Details (For Joint Applications)

Dr/Prof/Mr/Mrs/Miss Surname Middle Name First Name

Gender Male Female Date of Birth NRC NO.

Office Telephone No. Mobile No.

Email Address

Driver's License No (if any) Expiry Date

Residential Address

Owned Leased How Long at This Place

Postal Address

Town Province

Third Applicant Personal Details (For Joint Applications)

Dr/Prof/Mr/Mrs/Miss Surname	<input type="text"/>	Middle Name	<input type="text"/>	First Name	<input type="text"/>
Gender	Male <input type="checkbox"/> Female <input type="checkbox"/>	Date of Birth	<input type="text" value="DD /MM /YYYY"/>	NRC NO.	<input type="text"/>
Office Telephone No.	<input type="text"/>			Mobile No.	<input type="text"/>
Email Address	<input type="text"/>				
Driver's License No (if any)	<input type="text"/>	Expiry Date	<input type="text" value="DD/MM/YYYY"/>		
Residential Address	<input type="text"/>				
	<input type="checkbox"/> Owned	<input type="checkbox"/> Leased	How Long at This Place	<input type="text"/>	
Postal Address	<input type="text"/>				
Town	<input type="text"/>	Province	<input type="text"/>		

Fourth Applicant Personal Details (For Joint Applications)

Dr/Prof/Mr/Mrs/Miss Surname	<input type="text"/>	Middle Name	<input type="text"/>	First Name	<input type="text"/>
Gender	Male <input type="checkbox"/> Female <input type="checkbox"/>	Date of Birth	<input type="text" value="DD /MM /YYYY"/>	NRC NO.	<input type="text"/>
Office Telephone No.	<input type="text"/>			Mobile No.	<input type="text"/>
Email Address	<input type="text"/>				
Driver's License No (if any)	<input type="text"/>	Expiry Date	<input type="text" value="DD/MM/YYYY"/>		
Residential Address	<input type="text"/>				
	<input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased	How Long at This Place	<input type="text"/>	
Postal Address	<input type="text"/>				
Town	<input type="text"/>	Province	<input type="text"/>		

PART 2

Employment Details

First Applicant

Job Title

Ministry

Physical Address

Postal Address

Town Province

Gross Salary Current Net Salary Salary Scale

Preferred Year of Retirement Employee Number Years in Employment

Please Tick where Appropriate:

Permanent Employment Contract Employment If on Contract, state expiry date

Second Applicant

Job Title

Ministry

Physical Address

Postal Address

Town Province

Gross Salary Current Net Salary Salary Scale

Preferred Year of Retirement Employee Number Years in Employment

Please Tick where Appropriate:

Permanent Employment Contract Employment If on Contract, state expiry date

Third Applicant

Job Title

Ministry

Physical Address

Postal Address

Town Province

Gross Salary Current Net Salary Salary Scale

Preferred Year of Retirement Employee Number Years in Employment

Please Tick where Appropriate:

Permanent Employment Contract Employment If on Contract, state expiry date

Fourth Applicant

Job Title					
Ministry					
Physical Address					
Postal Address					
Town		Province			
Gross Salary		Current Net Salary		Salary Scale	
Preferred Year of Retirement	DD/MM/YYYY	Employee Number		Years in Employment	
<i>Please Tick where Appropriate:</i>					
Permanent Employment	<input type="checkbox"/>	Contract Employment	<input type="checkbox"/>	If on Contract, state expiry date	DD/MM/YYYY

AGRICULTURAL ASSET PLUS

PART 3 A

Details of Agricultural Assets Dealership

Dealer's Name Dealer's Code
(To be entered by PSMFC)

Physical Address

Postal Address

Dealer's Sales Rep Phone No.

PART 3B

Description of Tractor

Model Drive Terrain Colour Preference

Make

Body Type Transmission Engine Capacity

Selling Price (Duty Free)

Description of other agricultural assets

Cost (K)

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>
8.	<input type="text"/>	<input type="text"/>
	Total Cost	<input type="text"/>
	Delivery fee <i>(If any)</i>	<input type="text"/>
	Dealer's Discount <i>(If any)</i>	<input type="text"/>
	Total Purchase price	<input type="text"/>

PART 4

(Note that these amounts are subject to confirmation by us and may change)

Loan Amount Applied:

Total Cost of equipment	<input type="text"/>
Total Insurance Cost	<input type="text"/>
Registration Fees	<input type="text"/>
Less Advance Payment	<input type="text"/>
Loan Amount Applied for	<input type="text"/>
Tenure	<input type="text"/>

Share of loan applied for:

First Applicant (K)	<input type="text"/>	Second Applicant (K)	<input type="text"/>
First Applicant Proportion of loan (%)	<input type="text"/>	Second Applicant Proportion of loan (%)	<input type="text"/>
Third Applicant (K)	<input type="text"/>	Fourth Applicant (K)	<input type="text"/>
Third Applicant Proportion of loan (%)	<input type="text"/>	Fourth Applicant Proportion of loan (%)	<input type="text"/>

PART 5

Applicants' consent

I _____ (Full name) hereby certify that the information provided by me in this Loan Application is true and correct and I have the capacity to repay the Loan. I understand that this Loan Application may be declined at any stage should any information contained herein be found to be incorrect or misleading in any material way.

I consent to the PSMFC making enquiries regarding my credit history with any Credit Reference Bureau or Credit Rating Agency and for PSMFC to share my payment behaviour with any Credit Reference Bureau or Credit Reference Agency and any other institution that it may require to do so in order to assess my application or by applicable laws or regulation.

I consent to PSMFC reporting the conclusion of any credit agreement in compliance with the Zambian Legislation.

.....
First Applicant Signature

.....
Date

I _____ (Full name) hereby certify that the information provided by me in this Loan Application is true and correct and I have the capacity to repay the Loan. I understand that this Loan Application may be declined at any stage should any information contained herein be found to be incorrect or misleading in any material way.

I consent to the PSMFC making enquiries regarding my credit history with any Credit Reference Bureau or Credit Rating Agency and for PSMFC to share my payment behaviour with any Credit Reference Bureau or Credit Reference Agency and any other institution that it may require to do so in order to assess my application or by applicable laws or regulation.

I consent to PSMFC reporting the conclusion of any credit agreement in compliance with the Zambian Legislation.

.....
Second Applicant Signature

.....
Date

I _____ (Full name) hereby certify that the information provided by me in this Loan Application is true and correct and I have the capacity to repay the Loan. I understand that this Loan Application may be declined at any stage should any information contained herein be found to be incorrect or misleading in any material way.

I consent to the PSMFC making enquiries regarding my credit history with any Credit Reference Bureau or Credit Rating Agency and for PSMFC to share my payment behaviour with any Credit Reference Bureau or Credit Reference Agency and any other institution that it may require to do so in order to assess my application or by applicable laws or regulation.

I consent to PSMFC reporting the conclusion of any credit agreement in compliance with the Zambian Legislation.

.....
Third Applicant Signature

.....
Date

I _____ (Full name) hereby certify that the information provided by me in this Loan Application is true and correct and I have the capacity to repay the Loan. I understand that this Loan Application may be declined at any stage should any information contained herein be found to be incorrect or misleading in any material way.

I consent to the PSMFC making enquiries regarding my credit history with any Credit Reference Bureau or Credit Rating Agency and for PSMFC to share my payment behaviour with any Credit Reference Bureau or Credit Reference Agency and any other institution that it may require to do so in order to assess my application or by applicable laws or regulation.

I consent to PSMFC reporting the conclusion of any credit agreement in compliance with the Zambian Legislation.

.....
Fourth Applicant Signature

.....
Date

PART 6

Supporting Documentation Submitted [Tick (√)]

Applicants are required to attach the following documents

	First Applicant	Second Applicant	Third Applicant	Fourth Applicant
1. Introduction letter from Employer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Certified Copies of three Latest Payslips	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Certified Copy of Valid Driver's License <i>(If any)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Certified Copy of National Registration Card (NRC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Valid Quotation from the Dealer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Salary Analysis Sheet (Can be done by PSMFC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Stamped Copy of Previous Month's Bank Statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Pre-signed and undated "STOP ORDER" instruction to your bank where you hold salary account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART 7

For Official Use Only

i. CREDIT RISK ASSESSMENT SECTION COMMENTS

Recommended / Declined

Amount Recommended K _____ Tenure _____

Monthly Repayments:

First Applicant (K)	<input type="text"/>	Second Applicant (K)	<input type="text"/>
First Applicant Proportion of loan (%)	<input type="text"/>	Second Applicant Proportion of loan (%)	<input type="text"/>
Third Applicant (K)	<input type="text"/>	Fourth Applicant (K)	<input type="text"/>
Third Applicant Proportion of loan (%)	<input type="text"/>	Fourth Applicant Proportion of loan (%)	<input type="text"/>
Total monthly repayment (K)	<input type="text"/>		

Effective Date _____

Comment:

.....
.....

Name: _____

Designation: _____

Signature _____

Date _____

ii. AUDIT, RISK AND COMPLIANCE DEPARTMENT

Pre Audit

Name: _____

Designation: _____

Date: _____

Comment:

.....
.....

Signature: _____

iii. **CHIEF EXECUTIVE OFFICER**

Declined / Approved

Amount K _____ (Period)

_____ (Name) _____ (Date)

Comment:

.....

Name: _____

Signature _____

AGRICULTURAL ASSET PLUS



Terms and Conditions for the PSMFC Agricultural Assets Plus Loan Facility

1. Definitions and Interpretations

- 1.1 **“Agreement”** means the offer letter, read together with these Terms and Conditions, the Application Form you completed and all Annexure relating to this Agreement. In the event of any differences arising from the interpretation of this Agreement in a language other than English, such differences must be resolved by referring to the English version of the Agreement, which interpretation will prevail.
- 1.2 **“Agricultural Equipment”** means all agricultural tools, implements, equipment being capable of being financed by the Public Service Micro Finance Company and may include those actually financed by the Public Service Micro Finance Company.
- 1.3 **“Balloon Payment”** means that portion of the Purchase Price that has been suspended and which is payable as stipulated in this Agreement;
- 1.4 **“Business Days”** means any day other than a Saturday, Sunday or any other day gazetted as a public holiday in the Republic of Zambia;
- 1.5 **“Borrower”, “you” or “your”** means the consumer as fully set in this Agreement;
- 1.6 **“Credit Provider”, “we” or “us”** means Public Service Micro Finance Company Limited, a limited liability company incorporated under the Laws of Zambia being owned by the Government of the Republic of Zambia;
- 1.7 **“Delivery Receipt”** means the authorization which you sign acknowledging that you have received the purchased equipment in good condition from the supplier;
- 1.8 **“Effective Rate”** means the interest rate charged by PSMFC, to you, which is a fixed rate and above the Bank of Zambia Monetary Policy Rate (MPR).
- 1.9 **“Equipment”** shall have the same meaning as agricultural equipment.
- 1.10 **“GRZ”** means Government of the Republic of Zambia.
- 1.10 **“Joint Applicants”** means a maximum of four public service workers applying for the purchase of a single or various agricultural equipment under the Public Service Agricultural Asset Plus Loan Scheme and shall service the loan so advanced jointly in the proportion indicated on the Application Form;
- 1.11 **“Person”** means a partnership, association of other body of persons, corporate or unincorporated, or a trust;
- 1.12 **“Equipment Purchased”** means the agricultural equipment purchased by the borrower using funds accessed by the borrower from PSMFC under the Public Service Agricultural Asset Plus Loan Scheme;

- 1.13** “MPR” (Monetary Policy Rate) means the interest rate published by the Bank of Zambia from time to time, being the benchmark for setting of interest rates;
- 1.14** “PSMFC” means **Public Service Micro Finance Company Limited**
- 1.15** “Purchase Price”, the total sum payable by you under this Agreement, including the sum payable by way of a deposit or other initial payment;
- 1.16** “Supplier” means the seller or any other party from whom you procure the agricultural equipment.
- 1.17** “Loan amount” means the loan amount granted to the borrower under this facility together with the interest applicable.
- 1.8** “Purchased Equipment@ shall have the same meaning as Equipment Purchased

2. Change in circumstances

- 2.1** Notwithstanding anything contained in this Agreement, any change in or introduction of any law, regulation, ruling, directive, policy and /or guidelines or any similar event with which the PSMFC is obliged to comply and/or which is in accordance with the practice of a responsible Financial Institution or any interpretation, administration or application thereof results in any increase to the Company in the cost of maintaining and/or providing the Loan or any unused portions thereof, this shall not be passed onto the borrower but shall be recovered within the applicable interest rate in this Agreement.

3. Delivery and risk

- 3.1** We finance the purchase of agricultural equipment in your favour on the terms and Conditions of this Agreement.
- 3.2** You acknowledge that you have chosen the agricultural equipment from the Supplier.
- 3.3** You must inspect the agricultural equipment on collection from the Supplier so as to ensure that the purchased equipment is not defective in any way and is suitable for the purposes for which you require it.
- 3.4** If you are satisfied with the agricultural equipment, then you must acknowledge this by signing the Delivery Receipt. Your signing of a Delivery Receipt is confirmation that the purchased equipment is in good working condition and order.
- 3.5.** All risk in and to the agricultural equipment, the purchase of which was financed by the PSMFC, will pass to you and remain with you when you take delivery of the agricultural equipment or when the risk leaves the supplier of the agricultural equipment, whichever is the earlier.

4. Ownership

- 4.1** Where the ownership of equipment purchased is capable of being registered, such equipment shall be your property but you shall continue being liable to the PSMFC for any outstanding amounts.
- 4.2** Where the ownership of equipment purchased is capable of being registered, such equipment shall be registered with the PSMFC as absolute owner and you as the other owner. Although the risk in the equipment shall be borne by you, PSMFC shall have priority interest in the equipment and may register a charge on it.

- 4.3 Where the ownership of equipment purchased is capable of being registered, then upon expiry of this Agreement, and provided that all monies due and payable are received and honoured, and any outstanding balances under this agreement are settled in full, all rights, title and interest in the agricultural equipment shall be passed on to you. Where the equipment was registered, transfer of ownership from the PSMFC to yourself shall be your responsibility.
- 4.4 You must ensure that the agricultural equipment registered pursuant to 4.2 herein does not become attached to any other property or other security agreement and you agree that you will obtain a letter releasing the agricultural equipment from such attachment should such attachment occur.

5. Insurance

- 5.1 Where the equipment purchased is capable of being registered, we shall arrange comprehensive insurance cover at your cost for the equipment purchased under this agreement or relating to the possession, use, ownership or benefit of the equipment;
- 5.2 In respect of any insurance policy arranged by us, we will;
- 5.2.1 Disclose the cost to you of any insurance supplied.
- 5.2.2 Be the first loss payee under the policy up to the settlement value of this Agreement at the occurrence of an insured contingency.
- 5.2.3 Give you a copy of the Insurance Policy, explain the terms and conditions thereof to you and you confirm that you have understood the same.
- 5.3 By giving consent to this Agreement, you authorize us to pay any premiums due under that policy and any subsequent policies during the term of the Agreement on your behalf as they fall due and to debit you monthly with the amount of such premiums.
- 5.4 We shall not be liable in the event of an insurer rejecting your claim for any reason. Where an insurer rejects your claim for insurance, you remain liable to settle all outstanding amounts under this Agreement.
- 5.5 Where any sums paid by an insurer do not extinguish your liabilities under this Agreement, you remain liable to settle the outstanding sums.
- 5.6 Further, we may require that you maintain credit life insurance and/or any other appropriate insurance for a value not exceeding the total of your outstanding obligations to us in terms of this Agreement.
- 5.7 Where an insurer requires that an excess be paid where a claim is made by you, you shall be liable for the payment of the claim.

6. Maintenance of the equipment where the equipment purchased is capable of being registered and may be registered to PSMFC

- 6.1 You must maintain and service the agricultural equipment at your cost in accordance with the manufacturer's specifications.
- 6.2 You must not modify the agricultural equipment without our prior written approval, and if you add any accessory, this will become part of the purchased equipment and we shall not compensate you for this.

- 6.3 You must not sell, let, loan, lease, pledge or transfer the agricultural equipment or any right, title and interest in the agricultural equipment to another person without our prior written approval, not allow the agricultural equipment to become subject to any attachment, lien, hypothec or any legal claim.
- 6.4 Anyone who uses the agricultural equipment must be fully qualified and licensed.
- 6.5 You must at your cost comply with any law relating to the use, possession, licensing and/or registration of the agricultural equipment.

7. Location of the agricultural equipment purchased and is capable of being registered

- 7.1 You must inform us in writing of any change to:-
 - 7.1.1 The address where the agricultural equipment is normally kept; and /or
 - 7.1.2 The name and address of the person in permanent possession of the equipment.
- 7.2 If applicable, you must inform your landlord or mortgage holder of the premises where the purchased equipment is kept, that we own the equipment.
- 7.3 We or our agent may inspect the equipment at any reasonable time, at the place where it is normally kept.
- 7.4 You may not take the equipment out of the Republic of Zambia without our prior written consent, which consent may have conditions attached thereto.
- 7.5 We, the Sheriff of Zambia or any of his officers or the clerk of court, may request you to provide details as to the whereabouts of the equipment at any time, as well as details of any third party possessor of the equipment, or of the landlord or mortgage holder of any premises where the equipment is kept. Providing false or misleading information or acting in a manner that is likely to frustrate us from exercising our rights, is a breach of contract.

8. Repayments

- 8.1 All payments which shall be made by monthly instalment shall be deducted from your monthly salary through the payroll unless we agree otherwise.
- 8.2 You may at any time prepay any amount under this Agreement. Your repayments will be used to reduce your obligations in the following order:
 - 8.2.1 Firstly against any due and unpaid interest;
 - 8.2.2 Secondly against due or unpaid fees or charges; and
 - 8.2.3 Thirdly against the outstanding amount of the Purchase Price.
- 8.3 If you prepay an amount in terms of this Agreement, you agree that we will use such amounts to proportionately reduce your repayments over the remaining period of the original term of this Agreement.
- 8.5 Interest accrues daily, thus the total interest payable and the total amount repayable by you may increase if you fail to honor the payments on the stipulated due date/s.
- 8.6 The facility shall attract a fixed repayment amount throughout the Agreement. Should there be a variation on the outstanding amount for reasons such as but not limited to change in interest rate, delayed or missed payment/s of monthly instalment or for any

other reason, the tenor of the loan facility shall be increased to accommodate the outstanding balance. PSMFC reserves the right to amend the equal monthly instalment where this is the more desirable approach.

- 8.7 If this Agreement is terminated by us and you dispute such termination whilst remaining in possession of the purchased equipment, you must continue to pay all amounts due. Notwithstanding our acceptance of such payments, we will not lose any of our rights herein.
- 8.8 You agree that in the event we fail to recover from you through payroll as agreed upon in this Agreement, we shall affect the direct debit through your salary's account, details of which you have provided in the Application Form. You are therefore required to provide together with your Application a pre-signed but undated 'STOP ORDER' instruction addressed to your bank.

9. Early settlement of the Loan

- 9.1 You may settle this loan in full at any time with or without notice, by paying the settlement value owed to us. The settlement value will be calculated as follows:-
- 9.1.1 The unpaid balance of the Purchase Price; and
- 9.1.2 The unpaid interest and all other fees and charges payable by you to us up until the settlement date.

10. Breach

- 10.1 An occasion of breach shall occur if, but is not limited to, where:-
- 10.1.1 You do not comply with any of the terms and conditions of this Agreement (all of which you agree are material); or
- 10.1.2 You fail to pay any amounts due under this Agreement either through payroll or direct debt from your salary's account; or
- 10.1.3 You have made any misleading statements to us before or during the course of this Agreement and or it comes to our attention that any or all of the information that you provided us with is untrue, false, incomplete or otherwise does not depict the true state of affairs;
- 10.2. Upon the occurrence of any of the above mentioned events, we shall be entitled, at our election and without prejudice to all our other rights under this Agreement:-
- 10.2.1. Terminate this Agreement immediately; and
- 10.2.2 Claim immediate payment of the outstanding balance together with the interest and all amounts owing or claimable by ourselves, irrespective of whether or not such amounts are due on that date; and/or
- 10.2.3 Take repossession of the equipment and retain all payments already made in terms hereof by you as lease charges towards the usage of the equipment and claim as liquidated damages, payment of the difference between the balance outstanding and the market value of the equipment determined by the credit provider which amount shall be immediately due and payable.

10.3 If we elect to enforce the Agreement, a notice will be sent to you, which will set out:-

10.3.1 The details of your default;

10.3.2 The period within which we require you to rectify the default; and

10.4 If, due to your fault the credit provider repossesses the leased asset and sells it, and the net proceeds are insufficient to settle all your obligations under the Agreement, you will be liable for any outstanding balance plus our reasonable costs incurred in connection with the sale of the equipment or any other action in we may take to recover any outstanding sums owed by you. You shall also be charged interest on the balance of the principle sum that remains outstanding, calculated from the date of demand till the date of final payment (interest on the principle sum continues to accrue even after a demand for full or partial settlement is made by us to you). If there is a credit due to you after the equipment has been sold and all outstanding amounts and any reasonable costs incurred have been deducted, this amount will be paid to you.

10.5 Should we elect to terminate this Agreement pursuant to any breach of your obligations in terms of this agreement, any monies received in towards your loan will be applied to amounts outstanding with priority as set out in Clause 8.2 herein.

10.6 Before termination of the Agreement, you are entitled to reinstate the Agreement in respect of which you are in default, by paying all overdue amounts, as well as any reasonable costs we may have incurred in relation to enforcing our rights under this Agreement up to the time of reinstatement.

11. Total Loss of the agricultural equipment

11.1 Where the equipment purchased is capable of being registered and insured, and if the equipment is damaged, lost or stolen, you must immediately advise us in writing, and lodge an insurance claim with the insurer of the equipment within the time stipulated by the insurer and in accordance with procedures set by the insurer.

11.2 If agricultural equipment:-

11.2.1 Shall be repaired or replaced by the insurer, you shall continue to service your loan facility under this agreement, inclusive of the duration when you shall not have use of the equipment. In the case of replacement, the replacement equipment shall be registered in accordance with Clause 4.2 and shall be held as security for this loan facility until it is settled in full.

11.2.2. Shall not be repaired or replaced by the insurer then this Agreement will terminate and we shall demand full payment of failing which we may institute proceedings against you in terms of clause 9 herein.

11.3 Where the insurer pays any monies towards the replacement of the equipment and you opt not to replace the purchased equipment, the funds shall be applied to settling any outstanding balances on your loan. Should there be any monies left after settling any outstanding balances on your loan account, such monies shall be paid to you.

12. Appropriation and set off

We may at any time, before or after termination of this Agreement, in our discretion, appropriate or re appropriate any monies received from you or set off any amounts realized from you or set off any amounts realized from the sale of the purchased equipment which was registered, should it be repossessed, towards the reduction of any amounts owed by you to us whether in terms of

this agreement or otherwise. You specifically waive your right to name the debt to which any payment shall be applied.

13. Cession and Assignment

- 13.1 Unless otherwise agreed, you may not transfer any of your rights and/or obligations to a third party.
- 13.2 We may without notice to you, transfer any of our rights and/or obligations and you agree that you will recognize the transferee's rights.

14. Costs and Fees

- 14.1 All costs relating to initiation and administration of your account shall be included in the interest rate charged on this Agreement.
- 14.2 You will be liable for the default administration and collection costs arising from your failure to comply with any of the terms and conditions of this Agreement and for legal costs and collection commission on all payments made by you if the matter is referred to an external debt collection company or attorney. Default administration costs determined by the credit provider will be charged for every letter that we address to you. You therefore agree to reimburse, indemnify or make good any loss, damage or costs that we may incur or suffer should we have to enforce this Agreement in any manner including but not limited to engaging lawyers or debt collectors and commencing court proceedings or any other form of dispute resolution.

15. Addresses

- 15.1 You agree that the postal/email address that you have provided on this Agreement is the address where we must send all post and other communication to you, and that such communications will be binding on you.
- 15.2 You agree that the physical address that you have provided on this Agreement is the address that you have selected as the address where we must send all legal notices to you.
- 15.3 You must let us know, in writing, by hand delivery or registered mail, of any change in either your residential/business address or your email address and telephone number. If you fail to give notice of change of address, we may use the last address we have in our records.
- 15.4 You accept that you will be deemed to have received a notice or letter seven (7) working days after we have posted it to either of the addresses you have given.

16. Joint Applications

You agree that any differences which may arise between Joint Applicants shall not in any way affect the Credit Provider's right to recover in full all the monies due, or any other rights, under the terms of this agreement.

17. Full financing

You agree that the Credit Provider shall levy an appropriate charge to meet its administrative costs and that you are responsible for meeting the insurance cost and all other running costs of the purchased equipment.

18. Tracking Devices

- 18.1 If you decide to fit any tracking device on the purchased equipment, you need to get written consent from us and you agree that we may contact the tracking company in order to obtain information to locate the equipment.
- 18.2 You indemnify and hold us and/or the tracking company and/or any third party harmless against claims, costs, damages or loss of whatsoever nature and howsoever arising relating: 16.2.1 To the activation or the removal of the tracking device; and/or 16.2.2 Any information obtained from the tracking company.

19. Payment for purchased equipment

- 19.4 We shall not accept an advance payment, a deposit or full payment in respect of equipment made in cash. All such payments shall be made by transfer to a bank account advised by us in writing. However, bank transfers from third parties other than yourself shall not be accepted.
- 19.5 Any payment in respect of agricultural equipment under this agreement made directly to a dealer shall not be accepted by us.

21. General

- 21.1 If we have not strictly enforced the terms and conditions of this Agreement at any time, you may not assume that the terms and conditions have been waived or altered. These terms and conditions will still apply and we will have the right to enforce the terms and conditions at any time.
- 21.2 An annual statement of account shall be issued and sent to your address as advised in the Application Form or by yourself subsequent to you obtaining this loan. In case you require a statement in addition to the annual statement, the statement of account can also be requested from our offices, but this will be issued at a fee which shall be determined at the sole discretion of the company.
- 21.3 This loan facility shall be used to purchase brand new agricultural equipment from dealerships as shall be advised by PSMFC from time to time.

21.0 Your acknowledgments and confirmations

- 21.1 By signing this Agreement you acknowledge and confirm that:-
- 21.1.1 You are not subject to disciplinary proceedings by your employer;
- 21.1.2 You are not subject to an order of a competent court holding you to be mentally unfit;
- 21.1.3 We may provide a credit rating agency with any of your personal information and data in connection with your application for finance, the commencement and termination of this Agreement and any related matters;
- 21.1.4 We may submit any information as to how you conduct your account to any credit rating agency of our choice, which may use this information to create a credit profile and/or a credit score on you. If you do not conduct your account in accordance with this Agreement, this may adversely affect your future credit

worthiness. You have the right to have your credit record disclosed and you may challenge any incorrect information and have the information corrected;

21.1.5 If you are unable to contact the credit rating agency that we opt to use due to any change in its contact details, you may contact us for assistance;

21.1.6 We may provide a settlement value to any third party to whom you may wish to sell the equipment and to any governmental agency that may request same.

21.1.7 This Agreement has been explained to you and you understand and appreciate the costs, risks and obligations associated herewith;

21.1.8 You have received a copy of the Agreement;

21.1.9 In the event of any dispute arising from this Agreement, and the parties are unable to resolve such dispute by means of co-operation or discussion between them, such dispute may at our discretion be referred to a single arbitrator chosen by the parties or otherwise two arbitrators to be appointed by each party who shall appoint a Chairperson and in either case in accordance with the provisions of the Arbitration Act No.19 of 2000 of the Laws of Zambia for any statutory modification or re-enactment there for the time being in force. The Arbitral award shall be final between the parties;

21.1.10 Any claim which arises out of this Agreement may be recovered in any competent Court having jurisdiction over you and you hereby consent to the jurisdiction of such competent Court.

21.1.11 The Credit Provider may make enquiries from any Bank, Financial Institution or approved Credit Reference Bureau in Zambia to confirm any information you have provided when considering this application.

21.1.12 In the event of any default in repayment, unless the amount in default is fully repaid before the expiry of sixty (60) days from the date such default occurred, we shall be at liberty to notify the Credit Reference Bureau and the borrower shall be liable to have the account data retained by the Credit Reference Bureau until the expiry of seven (7) years from the date of final settlement of the amount in default. However, the credit provider retains its rights to enforce payment of the unpaid loan amount in full or in part, together with the accrued interest. For the purpose of this Clause and any Party that may be appointed by the Credit Provider to collect its debts, I waive the confidentiality requirements of the Banking and Financial Services (Microfinance) Regulations, 2006.

21.1.13 Upon termination of the account by full repayment and on condition that there has not been, within seven (7) years immediately before account termination, any material default on the account, the borrower will have the right to instruct the credit provider, and the credit provider shall oblige, to make a request to the Credit Reference Bureau to delete from its data any account data detailing to the termination account.

21.1.14 You are free to be informed, upon request about which items of data are routinely so disclosed and to be provided with further information to enable the making of a data access and correction request to the relevant Credit Reference Bureau or Debt Collection Agency.

21.1.15 You make an irrevocable personal undertaking to pay the balance of the loan together with accrued interest in the event of being terminated from my

employer's payroll on account of my resignation, dismissal or other event not covered by insurance;

21.2 In pursuance of the conditions under which this loan was granted, you hereby irrevocably authorize the Credit Provider, acting on its own or through its agents, to communicate your obligation to pay to your employer, and authorize your employer to deduct such amount as indicated by the credit provider from your salary and remit the amount so deducted to the credit provider until the loan amount with accrued interest is fully paid; In case of unforeseen incidents, other than those in "Clause 18.1.15" that may disrupt loan recoveries through payroll deductions, You hereby authorize your employer to make recoveries from your terminal benefits and/or gratuity to settle this loan facility in full, or as far as funds due to you permit.

I _____ (Full name) hereby certify that I have read the information contained in this Agreement and fully understand the implication thereof and that I do accept to abide by them.

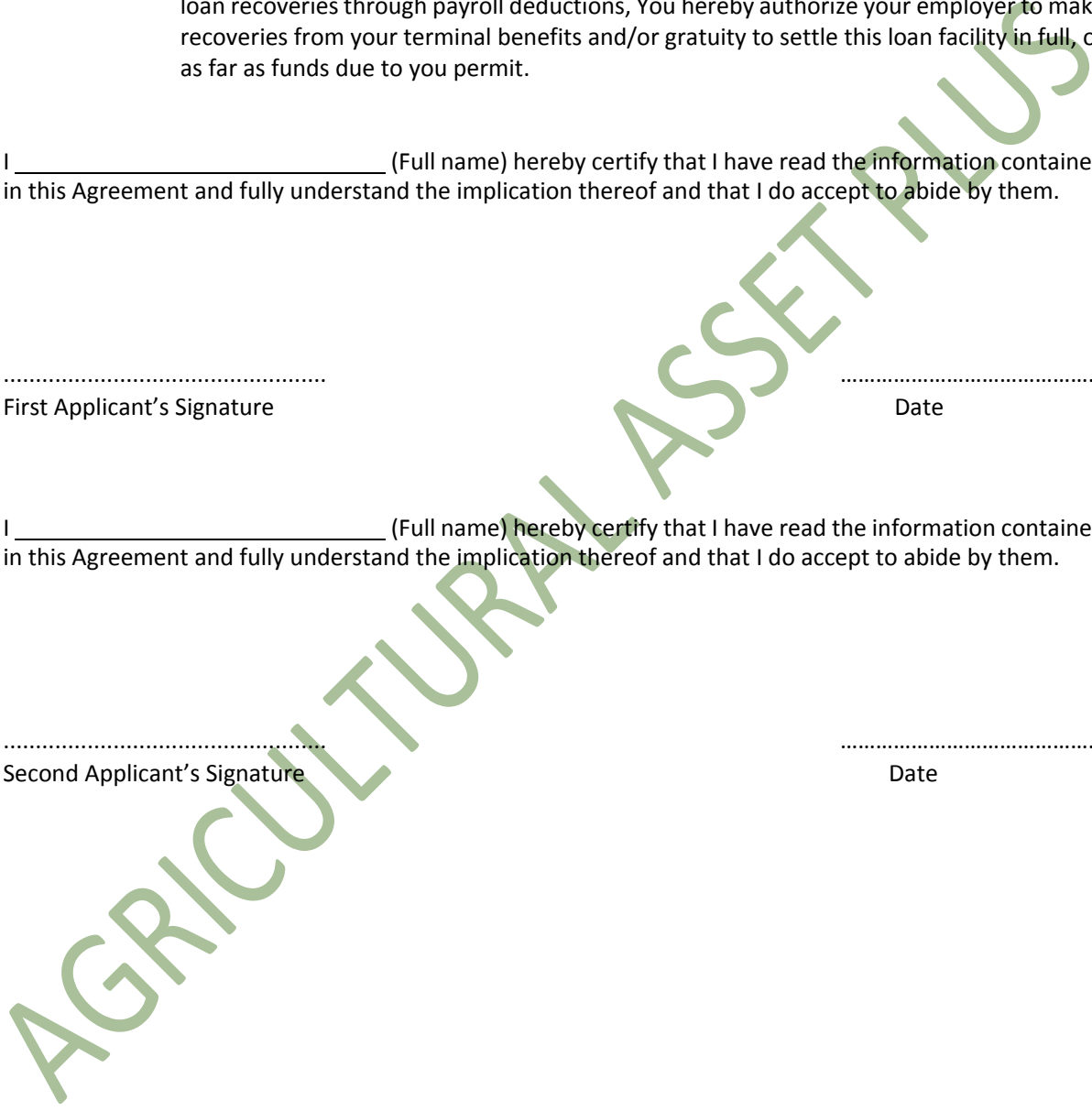
.....
First Applicant's Signature

.....
Date

I _____ (Full name) hereby certify that I have read the information contained in this Agreement and fully understand the implication thereof and that I do accept to abide by them.

.....
Second Applicant's Signature

.....
Date





Terms and Conditions for the PSMFC Agricultural Assets Plus Loan Facility

1. Definitions and Interpretations

- 1.1 “Agreement”** means the offer letter, read together with these Terms and Conditions, the Application Form you completed and all Annexure relating to this Agreement. In the event of any differences arising from the interpretation of this Agreement in a language other than English, such differences must be resolved by referring to the English version of the Agreement, which interpretation will prevail.
- 1.2 “Agricultural Equipment”** means all agricultural tools, implements, equipment being capable of being financed by the Public Service Micro Finance Company and may include those actually financed by the Public Service Micro Finance Company.
- 1.3 “Balloon Payment”** means that portion of the Purchase Price that has been suspended and which is payable as stipulated in this Agreement;
- 1.4 “Business Days”** means any day other than a Saturday, Sunday or any other day gazetted as a public holiday in the Republic of Zambia;
- 1.5 “Borrower”, “you” or “your”** means the consumer as fully set in this Agreement;
- 1.6 “Credit Provider”, “we” or “us”** means Public Service Micro Finance Company Limited, a limited liability company incorporated under the Laws of Zambia being owned by the Government of the Republic of Zambia;
- 1.7 “Delivery Receipt”** means the authorization which you sign acknowledging that you have received the purchased equipment in good condition from the supplier;
- 1.8 “Effective Rate”** means the interest rate charged by PSMFC, to you, which is a fixed rate and above the Bank of Zambia Monetary Policy Rate (MPR).
- 1.9 “Equipment”** shall have the same meaning as agricultural equipment.
- 1.10 “GRZ”** means Government of the Republic of Zambia.
- 1.10 “Joint Applicants”** means a maximum of four public service workers applying for the purchase of a single or various agricultural equipment under the Public Service Agricultural Asset Plus Loan Scheme and shall service the loan so advanced jointly in the proportion indicated on the Application Form;
- 1.11 “Person”** means a partnership, association of other body of persons, corporate or unincorporated, or a trust;

- 1.12 “Equipment Purchased”** means the agricultural equipment purchased by the borrower using funds accessed by the borrower from PSMFC under the Public Service Agricultural Asset Plus Loan Scheme;
- 1.13 “MPR”** (Monetary Policy Rate) means the interest rate published by the Bank of Zambia from time to time, being the benchmark for setting of interest rates;
- 1.14 “PSMFC”** means **Public Service Micro Finance Company Limited**
- 1.15 “Purchase Price”**, the total sum payable by you under this Agreement, including the sum payable by way of a deposit or other initial payment;
- 1.16 “Supplier”** means the seller or any other party from whom you procure the agricultural equipment.
- 1.17 “Loan amount”** means the loan amount granted to the borrower under this facility together with the interest applicable.
- 1.8 “Purchased Equipment@** shall have the same meaning as Equipment Purchased

2. Change in circumstances

- 2.1** Notwithstanding anything contained in this Agreement, any change in or introduction of any law, regulation, ruling, directive, policy and /or guidelines or any similar event with which the PSMFC is obliged to comply and/or which is in accordance with the practice of a responsible Financial Institution or any interpretation, administration or application thereof results in any increase to the Company in the cost of maintaining and/or providing the Loan or any unused portions thereof, this shall not be passed onto the borrower but shall be recovered within the applicable interest rate in this Agreement.

3. Delivery and risk

- 3.1** We finance the purchase of agricultural equipment in your favour on the terms and Conditions of this Agreement.
- 3.2** You acknowledge that you have chosen the agricultural equipment from the Supplier.
- 3.3** You must inspect the agricultural equipment on collection from the Supplier so as to ensure that the purchased equipment is not defective in any way and is suitable for the purposes for which you require it.
- 3.4** If you are satisfied with the agricultural equipment, then you must acknowledge this by signing the Delivery Receipt. Your signing of a Delivery Receipt is confirmation that the purchased equipment is in good working condition and order.
- 3.5.** All risk in and to the agricultural equipment, the purchase of which was financed by the PSMFC, will pass to you and remain with you when you take delivery of the agricultural equipment or when the risk leaves the supplier of the agricultural equipment, whichever is the earlier.

4. Ownership

- 4.1** Where the ownership of equipment purchased is capable of being registered, such equipment shall be your property but you shall continue being liable to the PSMFC for any outstanding amounts.

- 4.2 Where the ownership of equipment purchased is capable of being registered, such equipment shall be registered with the PSMFC as absolute owner and you as the other owner. Although the risk in the equipment shall be borne by you, PSMFC shall have priority interest in the equipment and may register a charge on it.
- 4.3 Where the ownership of equipment purchased is capable of being registered, then upon expiry of this Agreement, and provided that all monies due and payable are received and honoured, and any outstanding balances under this agreement are settled in full, all rights, title and interest in the agricultural equipment shall be passed on to you. Where the equipment was registered, transfer of ownership from the PSMFC to yourself shall be your responsibility.
- 4.4 You must ensure that the agricultural equipment registered pursuant to 4.2 herein does not become attached to any other property or other security agreement and you agree that you will obtain a letter releasing the agricultural equipment from such attachment should such attachment occur.

5. Insurance

- 5.1 Where the equipment purchased is capable of being registered, we shall arrange comprehensive insurance cover at your cost for the equipment purchased under this agreement or relating to the possession, use, ownership or benefit of the equipment;
- 5.2 In respect of any insurance policy arranged by us, we will;
- 5.2.1 Disclose the cost to you of any insurance supplied.
- 5.2.2 Be the first loss payee under the policy up to the settlement value of this Agreement at the occurrence of an insured contingency.
- 5.2.3 Give you a copy of the Insurance Policy, explain the terms and conditions thereof to you and you confirm that you have understood the same.
- 5.3 By giving consent to this Agreement, you authorize us to pay any premiums due under that policy and any subsequent policies during the term of the Agreement on your behalf as they fall due and to debit you monthly with the amount of such premiums.
- 5.4 We shall not be liable in the event of an insurer rejecting your claim for any reason. Where an insurer rejects your claim for insurance, you remain liable to settle all outstanding amounts under this Agreement.
- 5.5 Where any sums paid by an insurer do not extinguish your liabilities under this Agreement, you remain liable to settle the outstanding sums.
- 5.6 Further, we may require that you maintain credit life insurance and/or any other appropriate insurance for a value not exceeding the total of your outstanding obligations to us in terms of this Agreement.
- 5.7 Where an insurer requires that an excess be paid where a claim is made by you, you shall be liable for the payment of the claim.

6. Maintenance of the equipment where the equipment purchased is capable of being registered and may be registered to PSMFC

- 6.1 You must maintain and service the agricultural equipment at your cost in accordance with the manufacturer's specifications.

- 6.2 You must not modify the agricultural equipment without our prior written approval, and if you add any accessory, this will become part of the purchased equipment and we shall not compensate you for this.
- 6.3 You must not sell, let, loan, lease, pledge or transfer the agricultural equipment or any right, title and interest in the agricultural equipment to another person without our prior written approval, not allow the agricultural equipment to become subject to any attachment, lien, hypothec or any legal claim.
- 6.4 Anyone who uses the agricultural equipment must be fully qualified and licensed.
- 6.5 You must at your cost comply with any law relating to the use, possession, licensing and/or registration of the agricultural equipment.

7. Location of the agricultural equipment purchased and is capable of being registered

- 7.1 You must inform us in writing of any change to:-
 - 7.1.1 The address where the agricultural equipment is normally kept; and /or
 - 7.1.2 The name and address of the person in permanent possession of the equipment.
- 7.2 If applicable, you must inform your landlord or mortgage holder of the premises where the purchased equipment is kept, that we own the equipment.
- 7.3 We or our agent may inspect the equipment at any reasonable time, at the place where it is normally kept.
- 7.4 You may not take the equipment out of the Republic of Zambia without our prior written consent, which consent may have conditions attached thereto.
- 7.5 We, the Sheriff of Zambia or any of his officers or the clerk of court, may request you to provide details as to the whereabouts of the equipment at any time, as well as details of any third party possessor of the equipment, or of the landlord or mortgage holder of any premises where the equipment is kept. Providing false or misleading information or acting in a manner that is likely to frustrate us from exercising our rights, is a breach of contract.

8. Repayments

- 8.1 All payments which shall be made by monthly instalment shall be deducted from your monthly salary through the payroll unless we agree otherwise.
- 8.2 You may at any time prepay any amount under this Agreement. Your repayments will be used to reduce your obligations in the following order:
 - 8.2.1 Firstly against any due and unpaid interest;
 - 8.2.2 Secondly against due or unpaid fees or charges; and
 - 8.2.3 Thirdly against the outstanding amount of the Purchase Price.
- 8.3 If you prepay an amount in terms of this Agreement, you agree that we will use such amounts to proportionately reduce your repayments over the remaining period of the original term of this Agreement.

- 8.4 Interest accrues daily, thus the total interest payable and the total amount repayable by you may increase if you fail to honor the payments on the stipulated due date/s.
- 8.5 The facility shall attract a fixed repayment amount throughout the Agreement. Should there be a variation on the outstanding amount for reasons such as but not limited to change in interest rate, delayed or missed payment/s of monthly instalment or for any other reason, the tenor of the loan facility shall be increased to accommodate the outstanding balance. PSMFC reserves the right to amend the equal monthly instalment where this is the more desirable approach.
- 8.6 If this Agreement is terminated by us and you dispute such termination whilst remaining in possession of the purchased equipment, you must continue to pay all amounts due. Notwithstanding our acceptance of such payments, we will not lose any of our rights herein.
- 8.7 You agree that in the event we fail to recover from you through payroll as agreed upon in this Agreement, we shall affect the direct debit through your salary's account, details of which you have provided in the Application Form. You are therefore required to provide together with your Application a pre-signed but undated 'STOP ORDER' instruction addressed to your bank.

9. Early settlement of the Loan

- 9.1 You may settle this loan in full at any time with or without notice, by paying the settlement value owed to us. The settlement value will be calculated as follows:-
- 9.1.1 The unpaid balance of the Purchase Price; and
- 9.1.2 The unpaid interest and all other fees and charges payable by you to us up until the settlement date.

10. Breach

- 10.1 An occasion of breach shall occur if, but is not limited to, where:-
- 10.1.1 You do not comply with any of the terms and conditions of this Agreement (all of which you agree are material); or
- 10.1.2 You fail to pay any amounts due under this Agreement either through payroll or direct debt from your salary's account; or
- 10.1.3 You have made any misleading statements to us before or during the course of this Agreement and or it comes to our attention that any or all of the information that you provided us with is untrue, false, incomplete or otherwise does not depict the true state of affairs;
- 10.2. Upon the occurrence of any of the above mentioned events, we shall be entitled, at our election and without prejudice to all our other rights under this Agreement:-
- 10.2.1. Terminate this Agreement immediately; and
- 10.2.2 Claim immediate payment of the outstanding balance together with the interest and all amounts owing or claimable by ourselves, irrespective of whether or not such amounts are due on that date; and/or

10.2.3 Take repossession of the equipment and retain all payments already made in terms hereof by you as lease charges towards the usage of the equipment and claim as liquidated damages, payment of the difference between the balance outstanding and the market value of the equipment determined by the credit provider which amount shall be immediately due and payable.

10.3 If we elect to enforce the Agreement, a notice will be sent to you, which will set out:-

10.3.1 The details of your default;

10.3.2 The period within which we require you to rectify the default; and

10.4 If, due to your fault the credit provider repossesses the leased asset and sells it, and the net proceeds are insufficient to settle all your obligations under the Agreement, you will be liable for any outstanding balance plus our reasonable costs incurred in connection with the sale of the equipment or any other action in we may take to recover any outstanding sums owed by you. You shall also be charged interest on the balance of the principle sum that remains outstanding, calculated from the date of demand till the date of final payment (interest on the principle sum continues to accrue even after a demand for full or partial settlement is made by us to you). If there is a credit due to you after the equipment has been sold and all outstanding amounts and any reasonable costs incurred have been deducted, this amount will be paid to you.

10.5 Should we elect to terminate this Agreement pursuant to any breach of your obligations in terms of this agreement, any monies received in towards your loan will be applied to amounts outstanding with priority as set out in Clause 8.2 herein.

10.6 Before termination of the Agreement, you are entitled to reinstate the Agreement in respect of which you are in default, by paying all overdue amounts, as well as any reasonable costs we may have incurred in relation to enforcing our rights under this Agreement up to the time of reinstatement.

11. Total Loss of the agricultural equipment

11.1 Where the equipment purchased is capable of being registered and insured, and if the equipment is damaged, lost or stolen, you must immediately advise us in writing, and lodge an insurance claim with the insurer of the equipment within the time stipulated by the insurer and in accordance with procedures set by the insurer.

11.2 If agricultural equipment:-

11.2.1 Shall be repaired or replaced by the insurer, you shall continue to service your loan facility under this agreement, inclusive of the duration when you shall not have use of the equipment. In the case of replacement, the replacement equipment shall be registered in accordance with Clause 4.2 and shall be held as security for this loan facility until it is settled in full.

11.2.2. Shall not be repaired or replaced by the insurer then this Agreement will terminate and we shall demand full payment of failing which we may institute proceedings against you in terms of clause 9 herein.

11.3 Where the insurer pays any monies towards the replacement of the equipment and you opt not to replace the purchased equipment, the funds shall be applied to settling any

outstanding balances on your loan. Should there be any monies left after settling any outstanding balances on your loan account, such monies shall be paid to you.

12. Appropriation and set off

We may at any time, before or after termination of this Agreement, in our discretion, appropriate or re appropriate any monies received from you or set off any amounts realized from you or set off any amounts realized from the sale of the purchased equipment which was registered, should it be repossessed, towards the reduction of any amounts owed by you to us whether in terms of this agreement or otherwise. You specifically waive your right to name the debt to which any payment shall be applied.

13. Cession and Assignment

13.1 Unless otherwise agreed, you may not transfer any of your rights and/or obligations to a third party.

13.2 We may without notice to you, transfer any of our rights and/or obligations and you agree that you will recognize the transferee's rights.

14. Costs and Fees

14.1 All costs relating to initiation and administration of your account shall be included in the interest rate charged on this Agreement.

14.2 You will be liable for the default administration and collection costs arising from your failure to comply with any of the terms and conditions of this Agreement and for legal costs and collection commission on all payments made by you if the matter is referred to an external debt collection company or attorney. Default administration costs determined by the credit provider will be charged for every letter that we address to you. You therefore agree to reimburse, indemnify or make good any loss, damage or costs that we may incur or suffer should we have to enforce this Agreement in any manner including but not limited to engaging lawyers or debt collectors and commencing court proceedings or any other form of dispute resolution.

15. Addresses

15.1 You agree that the postal/email address that you have provided on this Agreement is the address where we must send all post and other communication to you, and that such communications will be binding on you.

15.2 You agree that the physical address that you have provided on this Agreement is the address that you have selected as the address where we must send all legal notices to you.

15.3 You must let us know, in writing, by hand delivery or registered mail, of any change in either your residential/business address or your email address and telephone number. If you fail to give notice of change of address, we may use the last address we have in our records.

15.4 You accept that you will be deemed to have received a notice or letter seven (7) working days after we have posted it to either of the addresses you have given.

16. Joint Applications

You agree that any differences which may arise between Joint Applicants shall not in any way affect the Credit Provider's right to recover in full all the monies due, or any other rights, under the terms of this agreement.

17. Full financing

You agree that the Credit Provider shall levy an appropriate charge to meet its administrative costs and that you are responsible for meeting the insurance cost and all other running costs of the purchased equipment.

18. Tracking Devices

18.1 If you decide to fit any tracking device on the purchased equipment, you need to get written consent from us and you agree that we may contact the tracking company in order to obtain information to locate the equipment.

18.2 You indemnify and hold us and/or the tracking company and/or any third party harmless against claims, costs, damages or loss of whatsoever nature and howsoever arising relating:

16.2.1 To the activation or the removal of the tracking device; and/or,

16.2.2 Any information obtained from the tracking company.

19. Payment for purchased equipment

19.1 We shall not accept an advance payment, a deposit or full payment in respect of equipment made in cash. All such payments shall be made by transfer to a bank account advised by us in writing. However, bank transfers from third parties other than yourself shall not be accepted.

19.2 Any payment in respect of agricultural equipment under this agreement made directly to a dealer shall not be accepted by us.

21. General

21.1 If we have not strictly enforced the terms and conditions of this Agreement at any time, you may not assume that the terms and conditions have been waived or altered. These terms and conditions will still apply and we will have the right to enforce the terms and conditions at any time.

21.2 An annual statement of account shall be issued and sent to your address as advised in the Application Form or by yourself subsequent to you obtaining this loan. In case you require a statement in addition to the annual statement, the statement of account can also be requested from our offices, but this will be issued at a fee which shall be determined at the sole discretion of the company.

21.3 This loan facility shall be used to purchase brand new agricultural equipment from dealerships as shall be advised by PSMFC from time to time.

21.0 Your acknowledgments and confirmations

21.1 By signing this Agreement you acknowledge and confirm that:-

- 21.1.1 You are not subject to disciplinary proceedings by your employer;
- 21.1.2 You are not subject to an order of a competent court holding you to be mentally unfit;
- 21.1.3 We may provide a credit rating agency with any of your personal information and data in connection with your application for finance, the commencement and termination of this Agreement and any related matters;
- 21.1.4 We may submit any information as to how you conduct your account to any credit rating agency of our choice, which may use this information to create a credit profile and/or a credit score on you. If you do not conduct your account in accordance with this Agreement, this may adversely affect your future credit worthiness. You have the right to have your credit record disclosed and you may challenge any incorrect information and have the information corrected;
- 21.1.5 If you are unable to contact the credit rating agency that we opt to use due to any change in its contact details, you may contact us for assistance;
- 21.1.6 We may provide a settlement value to any third party to whom you may wish to sell the equipment and to any governmental agency that may request same.
- 21.1.7 This Agreement has been explained to you and you understand and appreciate the costs, risks and obligations associated herewith;
- 21.1.8 You have received a copy of the Agreement;
- 21.1.9 In the event of any dispute arising from this Agreement, and the parties are unable to resolve such dispute by means of co-operation or discussion between them, such dispute may at our discretion be referred to a single arbitrator chosen by the parties or otherwise two arbitrators to be appointed by each party who shall appoint a Chairperson and in either case in accordance with the provisions of the Arbitration Act No.19 of 2000 of the Laws of Zambia for any statutory modification or re-enactment there for the time being in force. The Arbitral award shall be final between the parties;
- 21.1.10 Any claim which arises out of this Agreement may be recovered in any competent Court having jurisdiction over you and you hereby consent to the jurisdiction of such competent Court.
- 21.1.11 The Credit Provider may make enquiries from any Bank, Financial Institution or approved Credit Reference Bureau in Zambia to confirm any information you have provided when considering this application.
- 21.1.12 In the event of any default in repayment, unless the amount in default is fully repaid before the expiry of sixty (60) days from the date such default occurred, we shall be at liberty to notify the Credit Reference Bureau and the borrower shall be liable to have the account data retained by the Credit Reference Bureau until the expiry of seven (7) years from the date of final settlement of the amount in default. However, the credit provider retains its rights to enforce payment of the unpaid loan amount in full or in part, together with the accrued interest. For the purpose of this Clause and any Party that may be appointed by the Credit Provider to collect its debts, I waive the confidentiality requirements of the Banking and Financial Services (Microfinance) Regulations, 2006.
- 21.1.13 Upon termination of the account by full repayment and on condition that there has not been, within seven (7) years immediately before account termination,

any material default on the account, the borrower will have the right to instruct the credit provider, and the credit provider shall oblige, to make a request to the Credit Reference Bureau to delete from its data any account data detailing to the termination account.

21.1.14 You are free to be informed, upon request about which items of data are routinely so disclosed and to be provided with further information to enable the making of a data access and correction request to the relevant Credit Reference Bureau or Debt Collection Agency.

21.1.15 You make an irrevocable personal undertaking to pay the balance of the loan together with accrued interest in the event of being terminated from my employer's payroll on account of my resignation, dismissal or other event not covered by insurance;

21.2 In pursuance of the conditions under which this loan was granted, you hereby irrevocably authorize the Credit Provider, acting on its own or through its agents, to communicate your obligation to pay to your employer, and authorize your employer to deduct such amount as indicated by the credit provider from your salary and remit the amount so deducted to the credit provider until the loan amount with accrued interest is fully paid; In case of unforeseen incidents, other than those in "Clause 18.1.15" that may disrupt loan recoveries through payroll deductions, You hereby authorize your employer to make recoveries from your terminal benefits and/or gratuity to settle this loan facility in full, or as far as funds due to you permit.

I _____ (Full name) hereby certify that I have read the information contained in this Agreement and fully understand the implication thereof and that I do accept to abide by them.

.....
First Applicant's Signature

.....
Date

I _____ (Full name) hereby certify that I have read the information contained in this Agreement and fully understand the implication thereof and that I do accept to abide by them.

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Second Applicant's Signature

.....
Date