LOAN APPLICATION FORM

Peacevale Enterprises Proprietary Limited (UIN: BW00001138074), a licensed microlender regulated by the Non-Bank Financial Institutions Regulatory Authority License No. NBFIRA 11/1/6 (220)
Plot 50362, Block 2, Fairgrounds, Gaborone, Botswana
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Loan ID: ________________

PART A

LOAN APPLICATION FORM

☐ 1- 6 Month Loan ☐ Long Term Loan

This Loan Application Form constitutes part of the legally binding agreement ("Agreement"), incorporating Parts A-H, between the applicant ("Borrower") and Peacevale Enterprises Proprietary Limited ("Lender") if and when the loan amount applied for by the Borrower is approved and disbursed by the Lender ("Total Loan"). A copy of the Agreement shall be provided to the Borrower following approval and disbursement.

The loan applied for may not be approved or advanced unless an affordability assessment and risk assessment of the Borrower is satisfactory. Words and phrases defined shall bear corresponding meanings when used in Parts A-H. The Lender reserves the right to change the details stipulated below due to operational, legislative, regulatory, and/or business environmental changes in accordance with the Terms and Conditions as detailed in Part C.

Borrower Details								
Title	Mr	Mrs	Miss	Ms	Other (Specify)			
Surname								
First Names								
Gender								
Marital Status	Single		Married		Divorced		Widowed	
Date of Birth	D D / M M / Y Y Y Y							
Omang/Passport No								
Date of Retirement	D D / M M / Y Y Y Y							

Borrower Contact Details (To be used for giving notice required in terms of the Agreement)	
Email Address	
Postal Address	
Physical Address	
Mobile Number	
Alternative Mobile Number	
Work Telephone Number	

Borrower Employment Details ("Employer")	
Name of Employer	
Employment Start Date	D D / M M / Y Y Y Y
Employee No. / Payroll No.	

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Occupation						
Employment Location						
Branch/Department						
Employee Type	Permanent		Contract		Contract Period	
Employer Postal Address						
Employer Physical Address						
Supervisor/Manager Name						
Telephone Number						
Pay Date ("Due Date")						

Borrower Next of Kin Details						
Title	Mr	Mrs	Miss	Ms	Other (Specify)	
Surname						
First Names						
Relationship to Borrower						
Physical Address						
Postal Address						
Mobile Telephone Number						
Home Telephone Number						
Work Telephone Number						
E-mail Address						

ADMINISTRATION FEE

1. Paid at bank into Peacevaleaccount and submitted proof of payment
2. Administration Fee be amortised with the loan

Credit Life Policy

For a long-term loan, the Lender requires the Borrower to maintain a credit life insurance policy to cover the Borrower in the event of his/her death for the total of the outstanding obligations under this Agreement. Such credit life insurance policy must be ceded to the Lender for the duration of this Agreement until such a time that the outstanding balance under the Agreement is paid in full. The Borrower has the option to select the Peacevale Credit Life Insurance Policy (Form G) or may cede his/her own policy.

THE BORROWER MAY CHOOSE HIS/HER OWN INTERMEDIARY AND INSURANCE COMPANY. The Borrower's own policy must meet minimum requirements, as stipulated in the regulatory requirements and must be approved by the Lender.

LOAN APPLICATION FORM

- [ ] I want to continue with the loan application process by selecting the Peacevale Credit Life Insurance Policy;
- [ ] I have my own credit life policy and I have arranged for the policy to be ceded to the Lender

Borrower Loan Affordability				
Basic Salary (with allowable allowances)		P		
Minus Payslip Deductions		P		
Minus Deductions on Bank Statement		P		
1 Month – 60% of Net pay (Calculated by – 60%* Disposable income)				
Minimum Income – amount less than P5,000 [P1,000, Single: P1,300, Married: P1,500]		Minimum income P1,000	Single P1,300	Married P1,500
Maximum Allowed Instalment		P		
Loan amount applied for by the Borrower (“Total Loan”)		P		
Companies Settled from this Loan				
1.		P		
2.		P		
3.		P		
4.		P		
5.		P		
Amount to be settled to third party(ies) or Peacevale on behalf of the Borrower (“Settled Amount”)		P		
Amount to be disbursed to Borrower (“Loan Amount”) (after incorporating Settled Amounts)		P		
Total Loan		P		

Disbursement Method					
Bank Transfer		EWallet		Other (Specify)	

If “Bank Transfer” is selected, the Loan Amount will be paid into the Bank Account listed below if the Application is approved. The Borrower agrees that the Lender cannot be held liable for any damages/losses suffered by any party due to payment into the Bank Account of the Loan Amount.

If “EWallet” is selected, the Loan Amount will be paid into the Mobile Number provided in the Borrower Contact Details if the Application is approved. The Loan Amount payable by EWallet is limited to amounts less than or equal to P5,000.00.

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LOAN APPLICATION FORM

Loan Details		
Principal Amount	P	
Number of Instalments (Months)		
Monthly Interest Rate (%)	%	
Administration Fee	P	
Monthly Loan Instalment	P	
Total Interest Amount Payable	P	
Credit Life Monthly Premium	P	
Total Amount Payable over period ("Total Amount")	P	
First Instalment Date	D D / M M / Y Y Y Y	
Loan Maturity Date:	D D / M M / Y Y Y Y	

Banking Details ("Bank Account")	
Bank Name	
Account Holder Name (Must match applicant name)	
Account Number	
Branch	
Branch Code	

Bank Card Verification	
Name	
Card Number	
Expiry Date	

Purpose of Loan			
Agriculture		Land & Improvement Housing	
Debt Payment/Debt Consolidation		Motor Vehicles	
Education		Funeral	
Housing		Wedding	
Health		Other (Please Specify)	

Caution! Borrowing more than you can afford to repay could lead to severe financial difficulties.

Peacevale Representative Initials: ________________ Client Initials: ________________

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Declaration and Signature	
I, the Borrower, hereby agree that: 1. all the information in the Loan Application Form is true and correct; 2. I am in a position to repay the Total Loan amount I have applied for; 3. I have never been declared insolvent; 4. I am fully aware of the terms and conditions of this Agreement, which can also be obtained by contacting the Lender; 5. I grant permission to the Lender to draw a credit report from a credit bureau/s, as necessary. 6. I confirm that, should the Lender grant a loan to me, this Part A of the Loan Application Form, together with Part B to H (incorporated herein), constitutes a binding agreement.. 7. If I am MARRIED IN COMMUNITY OF PROPERTY, I have informed the Lender thereof and I have completed Part F of this Agreement. 8. I further confirm that I have read and understood the Terms and Conditions (Part C) and I understand my rights and obligations, as set out therein; or they have been translated and explained to me; 9. I further confirm that I have read and understood the terms and conditions on the processing of my personal data (Part G) and I understand my rights and obligations, as set out therein; or they have been translated and explained to me and 10. All blank spaces were duly filled in before I signed the Agreement.	
Borrower Signature	Date D D / M M / Y Y Y Y

LOAN APPLICATION FORM

Loan ID: ____________________

PART B

AMORTISATION SCHEDULE

Part B forms part of the Agreement between the Lender and the Borrower. Words and phrases defined in the Agreement shall bear corresponding meanings when used herein. The Amortisation Schedule should be used by the Borrower to make an informed decision regarding the cost of credit.

PART C

TERMS AND CONDITIONS OF AGREEMENT

DECLARATION AND AUTHORISATION BY BORROWER

1 I, the Borrower, declare and agree that:

1.1 nothing prohibits me legally from entering into this Agreement and I am financially able to honour the terms of this Agreement;

1.2 all the required statutory disclosures have been made to me before signing;

1.3 I have read the Agreement / the Agreement has been read to me;

1.4 I understand the terms of the Agreement, as explained to me in English (or in a language understood by me), including the risks and cost of the proposed credit;

1.5 I will repay the Total Amount within the detailed number of Months;

1.6 I will repay the Monthly Instalment amount on Due Date(s) as stipulated in this Agreement;

1.7 all the facts that I have disclosed in regard to my financial position are true, correct and relevant;

1.8 the early repayment conditions and procedures stipulated in this Agreement were discussed with me and are clear and fair;

1.9 where the Monthly Instalments are deducted from my salary in accordance with the Primary Deduction Method or Secondary Deduction Method, I acknowledge that I may not unilaterally cancel that deduction until the Total Amount has been repaid in full;

1.10 I have informed the Lender that I am married in community of property and my spouse have duly completed and signed Part F of the Agreement for the spousal consent;

1.11 a copy of this Agreement has been provided to me; and

1.12 The dispute procedures have been explained to me.

2 I, give the Lender permission to:

2.1 contact anyone or confirm elsewhere to check if the information which I have provided in this Agreement is true and correct;

2.2 obtain details from any party about my financial status and banking details, including a credit record and payment history;

2.3 give information about this loan to any party, including a credit bureau;

2.4 assign right, title and interest herein;

2.5 to report at Botswana Police or any law enforcement organisation about any fraud that might be committed against this agreement; and

2.6 to employ any legal means to establish my credit worthiness.

APPLICATION AND APPROVAL / REFUSAL

3 The Borrower applies for a loan by completing and signing this Agreement.

4 When the Lender approves and disburses the loan (Total Loan), Parts A-H will become the binding Agreement between the Lender and the Borrower.

5 The Lender shall, on request from the Borrower, advise in writing the reasons for:

5.1 Refusing to enter into a loan agreement with the Borrower; and

5.2 Changing the terms of the Agreement.

PAYMENT AND APPROVAL

6 If the loan is approved by the Lender, the Total Loan will be paid via the Disbursement Method indicated in Part A less any Settled Amounts.

7 The Borrower hereby agrees that the Lender is not responsible for any damage or loss caused by payment via the Disbursement Method in Part A or payments of the Settled Amounts.

8 If payment of the Total Loan is not received within 3 (three) business days, the Borrower must contact the Lender and, upon providing proof of non-receipt, the Borrower may elect to cancel this Agreement.

9 The Borrower undertakes to repay the Monthly Instalment for the duration of this Agreement until such time as the Total Amount has been fully repaid through deduction at source (Primary Deduction Method) or failing which the Borrower shall pay through the Secondary Deduction Method or failing which be cash payments or bank transfer.

10 The Borrower understands the procedures and cost implication in the case of failure to adhere to the terms of the Agreement.

11 The Borrower confirms that all requirements for statutory disclosure have been made known to him/her and that the dispute resolution process has been explained.

INTEREST RATE

12 Interest charged on the Total Loan will be at a fixed rate, calculated and capitalised over the repayment period as detailed in Part A.

ADDITIONAL CHARGES

13 There will be no other charges to the Borrower other than the ones stipulated in Part A.

COOLING OFF PERIOD

14 Once the Total Loan has been disbursed, this Agreement is in effect and the Borrower is obliged to repay the full contractual amount (Total Amount) to the Lender.

15 However, the Lender allows for a 3 (three) business day "cooling-off" period. During the cooling off period the Borrower may change his/her decision on the loan and cancel the Agreement. No penalty will be charged for termination during this period. Upon cancellation the Total Loan plus any amounts incurred must be repaid in full during the period.

16 When the set period has lapsed, any change of the Total Loan will be treated as rollover with Administration fee and interest being charged, while the loan cancellation will be charged with the settlement penalty fee.

CHANGES TO THE AGREEMENT

17 This Agreement will be the only agreement between the Borrower and the Lender and changes must be in writing and signed by Lender and Borrower.

REPAYMENT

18 After the Total Amount has been disbursed, the Borrower will owe the Lender the full contractual amount under this Agreement, the Total Loan, as per Part B.

19 The Borrower declares that any material changes to the Agreement will be notified to the Lender within two (2) business days by the Borrower. The Lender reserves the right to take any necessary actions should the Borrower fail to notify the Lender of any material changes.

20 The Borrower is advised that failure to adhere to the terms and conditions of this Agreement will mean the Lender may seek legal advice and all costs related to this advice shall be levied against the Borrower.

21 The full contractual amount, Total Amount, must be repaid in equal Monthly Instalments, as per Part C.

22 Payments will be used to reduce the obligations of the Borrower in the following order:

22.1 legal costs (if any);
22.2 additional / penalty interest (if any);
22.3 the total cost of credit; and
22.4 the balance of the principal amount advanced to the Borrower.

DEFAULT ACCELERATION

23 The Lender may immediately demand payment of the whole amount outstanding under this Agreement at any time if the Borrower:

23.1 commits any breach of this Agreement;
23.2 commits an act of insolvency;
23.3 dies;
23.4 provide a false representation at the time of applying for the loan; or
23.5 does anything that may prejudice the Lender's rights in terms of the Agreement; and/or
23.6 by exercising its right to accelerate the repayment of the Total Loan, the Lender will not lose or be limited in any way from exercising any other rights that it may have in law.

AFFORDABILITY ASSESSMENT

24 The Lender shall, on the balance of the available information at the time the credit decision is made, including the Borrower's debt repayment history, consider whether the Borrower is able to satisfy in a timely manner all the obligations under the credit agreements to which the Borrower is, or would be, a party.

EARLY SETTLEMENTS CONDITIONS AND PROCEDURES

25 A settlement quotation is issued on the Borrower's request and the service is offered at no charge but an administration fee may apply.

26 A settlement quotation reflects the statement of the transactions on the loan account from the first month of transacting to the current month, it also shows the actual loan balance, plus the settlement penalty fee, that makes the total settlement amount (actual loan balance + settlement penalty fee = settlement amount).

27 The settlement penalty fee is applicable only where Borrower does not give at least 30 calendar days' notice. The maximum settlement penalty fee shall not exceed 60 days' interest on the outstanding principal.

28 The Borrower is sent a loan balance by the Lender on a regular basis.

JURISDICTION

29 This Agreement is subject to the laws of Botswana.

DISCLOSURE OF ADVERSE INFORMATION AND CONFIDENTIALITY

30 Where the Lender intends to disclose adverse information about the Borrower to third party, the Lender shall give the Borrower at least 30 (thirty) calendar days' notice of such information, except under Microlending Regulations, 2012 Reg 17(2).

31 Such notice shall be to the postal and email addresses in Part A; or SMS/text message where the postal system is impractical.

32 The Lender, its employees and officers, shall not disclose any of the Borrower's information, transactions, personal, financial or business affairs unless:

32.1 the Borrower has given consent in this Agreement;
32.2 the Borrower is declared bankrupt;
32.3 such information is required in legal proceedings;
32.4 such information is professionally required by auditor or legal representative;
32.5 such information is required by another lender for a credit assessment;
32.6 such information is required in terms of any other law; and/ or
32.7 it is necessary to disclose such information to the regulator or in the public interest.

PERSONAL DATA PROCESSING

33 The Borrower is hereby notified that his/her personal data provided to the Lender herein or otherwise, will be collected and processed by the Lender as envisaged in the Data Protection Act, primarily for the purposes of enabling the Lender to consider the Borrower's application for credit facilities with it and to conclude agreements with the Lender in respect of the provision of a loan to him/her.

34 The Lender is the data controller in respect of such personal data, as envisaged in the Data Protection Act, and its address and contact details appear at the top of each page hereof.

35 The Borrower acknowledges that:

35.1 the furnishing by him or her of such personal data is voluntary and not mandatory; and

35.2 the consequence of failure to provide such personal data could lead to the inability of the Lender to consider the Borrower's application for credit facilities with it and/or the inability of the Lender to conclude agreements with the Borrower in respect of the loan.

36 The Borrower acknowledges and confirms that the Lender may process his or her personal data, including information regarding identity number, email addresses, physical and/or postal addresses, telephone numbers and full names, citizenship, date and place of birth, copy of the personal identity documents, biometrical details, information certifying the family status such as marriage certificates and marriage property regime Forms, signature, the profession, place of work, pay slip, employment confirmation, financial information, bank account and card details.

37 The processing of personal data by the Lender includes the collection, storage, updating, use, making available and/or destruction thereof, so as (amongst others) to enable the Lender to:

37.1 consider the Borrower's application for credit facilities with it;

37.2 conclude agreements with the Borrower in respect of a loan application;

37.3 enforce and/or collect on any agreement, when the Borrower is in default or breach of this Agreement's provisions and/or to trace the whereabouts of the Borrower for purposes of such enforcement and/or collection;

37.4 perform historical, statistical and/or research functions;

37.5 do affordability assessments, credit assessments and/or credit scoring in respect of the Borrower; and

37.6 deliver documents and/or notices to the Borrower.

38 The Borrower acknowledges and confirms that the Lender may share his or her personal data with the following persons (amongst others) whom have an obligation to keep the personal data secure and confidential:

38.1 attorneys, tracing agents, debt collectors and/or other persons that assist with the enforcement of this Agreement;

38.2 law enforcement and/or fraud prevention agencies;

38.3 regulatory authorities, governmental departments, local and/ or international tax authorities and/or other persons that the Lender under law has to share the personal data with;

38.4 persons to whom the Lender cedes its rights and/or delegates its obligations in terms of this Agreement; and

38.5 contractors and/or employees of the Lender who are required to be informed of the personal data in order to enable the Lender to comply with any agreement with the Borrower in respect of the loan application;

38.6 service providers outside Botswana for the storage or further processing on its behalf. The Lender undertakes to adhere to the provisions of the Data Protection Act before such transborder transfer of data.

39 The Borrower acknowledges and confirms that the Lender may process his or her personal data using automated means (without human intervention in the decision-making process) so as thereby to make a decision about the Borrower, including about the Borrower's request for loan facilities with the Lender.

40 The Borrower acknowledges and confirms that he or she may:

40.1 access the information that the Lender has about him or her and may request the Lender to correct and/or delete the information if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully and/or no longer authorized to be kept, and may file a complaint with the Information and Data Protection Commission established in terms of the Data Protection Act about an alleged contravention of the protection of his or her information; and

40.2 in writing, withdraw his or her consent which allows the Lender to process his or her information, except if otherwise allowed, and/or required by law.

41 In order to exercise the rights set forth in Clause 40 above, the Borrower shall file a written request with the Lender. If any of the Borrower's personal data are inaccurate, the Borrower shall immediately notify the Lender and the Lender shall cause to be rectified the inaccurate data.

42 In the event the Borrower exercises his or her right to request the Lender to delete or destroy their personal information or object to the Lender processing their personal information, the Lender may have to suspend the provision of products and/or services for a period of time, or even terminate the relationship with you. It is hereby recorded that the Lender's records are subject to a regulatory retention period of 20 (twenty) years, which means that the Lender may not be able to delete or destroy your personal information immediately upon request.

43 The Lender hereby undertakes to ensure that the Borrower's personal data is secured. Any and all the Lender's employees and representatives duly undertake to ensure the confidentiality of the

Borrower's personal data. The Lender hereby undertakes to put in place adequate technical and organizational measures in order to protect personal data against any accidental or illegal destruction, accidental loss, any amendment, disclosure, or unauthorised access, as well as against any form of illegal processing.

44 The Lender processes the personal data only as required for the purposes of processing described above.

45 If the Borrower has any questions, requests or enquiries regarding the confidentiality and the personal data protection measures provided, he or she shall be entitled to contact the Lender by means of the Data Protection Officer at Block 2, Plot 50362, Fairgrounds, Gaborone or by sending an email at the following email address:

46 dataprotection@firstcredlimited.co.bw. The Borrower shall reply to such request within five (5) days.

47 All notices that the Lender sends to the Borrower will be sent the address/es reflected in Part A of this Agreement.

48 Such notices will be deemed to be received by the Borrower 10 (ten) days after being sent by registered post; or on the day after sending, if transmitted by email.

49 Any change of addresses by the Borrower, as reflected in Part A, must be informed to the Lender in writing.

50 By signing this Agreement, the Borrower confirms he or she have been informed of the Lender's Data Protection Policy and has been informed of his or her rights as the data subject, data categories, processed by the Lender, its grounds and purpose of processing, possibility to withdraw the given consents and other terms provided therein.

BORROWER

Signed at ____________________ on this ________ day of ____________________ 20______ at this time______.

Full Name of Borrower:

____

Signature of Borrower:

____

ON BEHALF OF LENDER

Signed at ____________________ on this ________ day of ____________________ 20______ at this time______.

Full Name of Lender Representative:

____

Signature of Lender Representative:

____

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PART D1

OFFICIAL PAYROLL DEDUCTION INSTRUCTION ("Primary Deduction Method")

In pursuance of the terms and conditions on which the Total Loan, as reflected in the Loan Application Form, shall have been granted, I hereby irrevocably instruct the payroll department of my employer to deduct the instalments as reflected in the Loan Application Form from my remuneration until the contractual amount has been repaid in full.

This Official Payroll Deduction Instruction constitutes part of the Agreement between the Borrower and the Lender. Words and phrases defined in the Agreement shall bear corresponding meanings when used herein unless the context indicates otherwise.

I, ____ (the Borrower), confirm the following:

1. I am an Employee, employed at ____ (Company/Department/Ministry).

2. I serve as a ____ (post/occupation), situated in ____________________________________.

3. I have taken a personal loan with the Lender, as set out in this Agreement and hereby authorise the Accountant General, or equally mandated authority, to deduct monthly instalments from my salary for onward payment to Peacevale(the Lender) as below:

   A monthly instalment of P ____________________________ ("Monthly Instalment") over a full loan term of ____ months, until settled; with deductions to commence on the ______________________ ("Due Date").

Declaration
I, the Borrower:
1 declare that I wholly comprehend my responsibility to fully discharge the loan owing, Total Amount, in line with the terms and Condition of the Agreement with the Lender;
2 understand that the obligations under the Agreement are mine to discharge and not the responsibility of my Employer;

3	take responsibility to ensure that the correct monthly instalment, as set out in Part A, (Monthly Instalment) is deducted monthly;
4	herewith irrevocably instruct and authorise my Employer's payroll department to deduct the Monthly Instalment, payable monthly, and pay it across to the Lender until all amounts owing under the Agreement are paid in full;
5	herewith consent that the Lender may, in its sole discretion, extend the period for repayment in the event that any additional amounts are payable to the Lender;
6	In the event of the termination of my employment for whatever reason, I authorise my Employer to deduct the full settlement amount due to the Lender, or available portion thereof, from any amounts payable to me on such date that my salary is paid to m;
7	Understand that the Employer may levy a charge for effecting this instruction and that I am liable for payment thereof;
8	in the event that my salary is insufficient to deduct the Monthly Instalment payable to the Lender, I permit my Employer to contact the Lender to make suitable payment arrangements on my behalf;
9	understand that any non-payment by my Employer of the Monthly Instalment does not affect my liability to pay such amount under the Loan Agreement; and
10	In the event that this Primary Deduction Method fails, for any reason whatsoever, I authorise and mandate the Lender to implement the Secondary Deduction Method in Part D2, in order to deduct the Monthly Instalment from my Bank Account.

Borrower Signature	Date
	D D / M M / Y Y Y Y

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PART D2

DIRECT DEBIT MANDATE & INSTRUCTION ("Secondary Deduction Method")

Payment Instruction/Authorisation or Standing Order in respect of the Agreement entered into between myself (being the party named in the Loan Application Form as the Borrower) and Peacevale Enterprises Proprietary Limited (being the party named as the Lender in the Loan Application Form)

AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS GIVEN BY THE BORROWER ("AUTHORITY")

Borrower's Personal Details						
Title	Mr	Mrs	Miss	Ms	Other (Specify)	
Surname						
First Names						
Omang/Passport number						
Physical address						
Contact telephone number						
Email address						

Borrower's Banking Details	
Bank name	
Branch code	
Branch name	
Account Holder Name (must match applicant name.)	
Bank Account Number	
Account type	Cheque / Savings / Other

Payment Details		
Frequency of payment		
Number of payments		
Amount of each payment	P	
Payment due date	D D / M M / Y Y Y Y	

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Declaration

1 I, hereby irrevocably and unconditionally instruct and authorise the Lender:

1.1 to issue and deliver a payment instruction or a series of payment instructions to my above nominated bank (the "Bank") for the purposes of collecting the payments that I am obliged to make to the Lender in terms of the Agreement that I have concluded with the Lender, from my bank account, the details of which are set out above in this authorisation and correspond to the Banking Details in the Loan Application Form;

1.2 to issue and deliver the payment instruction or each payment instruction in a series of payment instructions to the Bank on or after the instalment due date as set out above;

1.3 in the event of there being insufficient funds available in my bank account and to fully satisfy my obligations to the Lender, to require the Bank to collect a portion of the payment that is due, owing and payable by me to the Lender. The Lender, at its discretion, may continue to re-present the payment instruction to the Bank until such time that my outstanding obligations in terms of the Agreement are fully satisfied;

1.4 to issue and deliver payment instructions to the Bank in addition to the number of payments as stipulated above in respect of any amount that may be in arrears, under the Agreement including but not limited to any arrears interest, penalty costs and charges, and collections fees, where applicable, that may be accrued as a result of me not having made regular or punctual payments of my obligations as contained in the Agreement concluded with the Lender.

2 I understand that:

2.1 in terms of the Agreement that I have entered into with the Lender, I am obliged to make monthly payments and the Lender has the right to collect the payments on the instalment due date but as an indulgence in my favour, the Lender may endeavour to deliver the payment instruction or each payment instruction in a series of payment instructions to the Bank on the day on which my salary is paid into the Bank account, provided that such date shall be a date on or after the Due Date and that I will ensure that sufficient funds are available in my bank account at the time;

2.2 the payment instruction(s) I have authorised to be issued will be processed by using any payment service system provided by the Bank, now or in the future, including but not limited to debit order, e-commerce gateway or payment gateway. I understand that details of each deduction will be printed on my bank statement or on any accompanying voucher provided by the Bank;

2.3 the Lender and the Bank will treat the payment instruction(s) issued by the Lender, as if I had issued the instruction(s) to the Bank myself;

2.4 I will pay any bank charges levied by the Bank relating to these deductions;

2.5 the direct debit may not be cancelled except with the written consent of the Lender. In the event of such cancellation, this Agreement shall remain in force and I shall continue to pay instalments to the Lender as each instalment is due; and

2.6 I shall not be entitled to any refund of amounts, which the Lender has deducted in terms of this Authority that was still in force and an outstanding balance owed by me to the Lender still exists.

3 I will be responsible for ensuring that the bank account nominated in Part A and confirmed above does not become inaccessible for any reason and undertake to immediately notify the Lender in the event of my salary not being paid into my bank account, as set out in this Authority.

4 I indemnify the Bank and hold it harmless against all costs, charges, expenses, losses, and damages, which I may suffer as a result of the Bank acting in accordance with this authority. I further indemnify the Bank against any claim by a third party arising from the performance or non-performance, as the case may be, in terms of this authority.

Borrower Signature	Date
	D D / M M / Y Y Y Y

FIRST CRED.

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Loan ID: ____________

PART E

CONSENT FORM FOR PERSONAL DATA PROCESSING

1 The Lender will process and protect your personal data as required in terms of the Data Protection Act (Act No. 18 of 2024)This may include but is not limited to processing of personal identifiable information as well as relevant financial and health information.

2 The data processed may include Personal Data such name, surname, citizenship, personal identification number, date and place of birth, copy of the personal identity documents, telephone number, email, information certifying the family status such as marriage certificate, signature, academic certificates, personal references and other credentials, address of residence and correspondence, the profession, place of work, bank account and card details as well as Sensitive Personal Data such as , biometrical details, and financial information.

3 The Lender collects your Personal Data for lawful purposes connected to the Lender's function or activity, in accordance with applicable data protection laws. The Lender will collect, record, organise, store, adapt, alter, retrieve, gather, use, disclose by transmit, disseminate or otherwise make information available, align, erase or destroy Personal Data depending on the data subject's relationship with the Lender.

4 The Lender processes your Personal Data for the following function

4.1 lending-identification, verifying the personal data, assessing creditworthiness, executing and managing loan and insurance Agreements and managing receivables;

4.2 insurance products-onboarding, concluding, administering and assessing insurance policies and related claims;

4.3 to comply with all legal and regulatory requirements including the application of the Non-Bank Financial Institutions Regulatory Authority prudential rules, Know Your Customer requirements and other regulatory and legislative demand relevant to the Lender's industry; and

4.4 to protect the legitimate interests of the Lender;

5 You are not required to provide Personal Data to the Lender, but we may be unable to accomplish the purposes outlined in this document without such information.

6 The following will be applicable to your Personal Data:

6.1 **Data Transfer:** the Lender may transfer certain Personal Data to third-party service providers located in other countries. Other countries may not have the same level of data protection as the country in which you are based. the Lender, however, has instituted policies and procedures designed to safeguard your Personal Data, entered into agreements with third-party service providers in other jurisdictions to provide adequate protection for your Personal Data.

6.2 **Access to Your Personal Data:** Access to your Personal Data within the Lender is limited to those personnel with a need to know the Personal Data, and may include your managers and their designees, as well as personnel in the corporate services, legal, information technology, finance and other relevant the Lender departments. From time to time, the Lender may make Personal Data available to other parties such as legal and regulatory authorities; accountants, auditors, lawyers and other outside professional advisors in the countries in which the Lender operates; and to companies that provide products and services to the Lender (such as information technology systems suppliers and support; and other outsourced providers). Some of these services will be provided from countries outside of your home jurisdiction. We have taken steps to require these service providers to protect the confidentiality and security of your Personal Data.

6.3 **Security:** the Lender has instituted legal, organisational, physical and technical measures designed to protect Personal Data consistent with applicable privacy and data security laws.

6.4 **Retention:** the Lender will take all practical steps to ensure that your Personal Data will not be kept for longer than is necessary for the purpose for which it is used or is to be used. In certain cases, laws or regulations require us to keep records for specific periods of time. In other cases, records are retained in order to fulfil our contractual or statutory obligations or resolve queries or disputes that arise from time to time.

6.5 **Accuracy:** the Lender takes reasonable steps to keep your Personal Data accurate and complete. You should notify us of any changes to your Personal Data by contacting dataprotection@firstcred.co.bw .

6.6 **Access, Correction, Erasure, Anonymisation, and Other Requests; Questions and Concerns:** If you have any questions or concerns about the Lender's use of your Personal Data, or if you wish to:

(i) request a copy of the Personal Data that we hold about you;

(ii) confirm whether or not the Lender has personal information relating to you;

(iii) to receive personal data within a reasonable time from the date of request, and at a reasonable cost;

(iv) be given a reason for the refusal of a request for your personal data or confirmation that the Lender holds your personal data;

(v) challenge the refusal for such request/s; or

(vi) to challenge the Lender's processing of your personal data by submitting a complaint to the Commissioner and, if successful, to the correct, supplement, objection to, or delete of your Personal Data, please contact dataprotection@firstcredlimited.co.bw.

BORROWER NOTICE:

By signature hereof, you give your free consent to share your information with the Lender and its subsidiaries in connection with the services rendered by the Lender and its subsidiaries and with other service providers where required for any of the purposes listed above including public authorities, regulatory authorities and supervisory bodies, the tax authorities, legal / investigation authorities, courts, banks; independent agents; credit bureau; service providers, receivable collection agencies / receivables recovery entities, insurance companies, audit firms, and potential financiers.

The Lender hereby undertakes to ensure your Personal Data security. Any and all the Lender's employees and representatives are required to ensure the confidentiality of your Personal Data. the Lender further undertakes to enforce adequate technical and organisational measures in view of protecting your Personal Data against any accidental or illegal destruction, accidental loss, any amendment, disclosure or unauthorised access, as well as against any form of illegal processing.

Borrower Consent	
1	I voluntarily provide to the Lender my Personal Data as well as any Sensitive Personal Data necessary for my relationship with the Lender.
2	I give my informed consent to the processing of my Personal Data and Sensitive Personal Data for the reasons stated hereabove.
3	When the processing of Personal Data and Sensitive Personal Data is necessary, the Lender shall process Personal Data and Sensitive Personal Data which shall be adequate, relevant and limited to the extent necessary for the purpose of processing.
4	Besides the Lender, the above Personal Data and Sensitive Personal Data shall be collected and processed by other third parties as noted above:
5	The Lender shall be entitled to transfer my Personal Data and Sensitive Personal Data to third parties, state authorities within the scope of fulfilling the statutory obligations prescribed by relevant legal regulations, and other parties in other contractual relationships with it.
6	I acknowledge that in the case of transmission of my Personal Data and Sensitive Personal Data to third countries, and I give my consent on the undertaking that the Lender shall ensure that there are sufficient control mechanisms for their protection.
7	I acknowledge that as the Data Subject, I have the right to demand from the Lender the access to my Personal Data and Sensitive Personal Data.
8	As the Data Subject, I may contact the Lender in relation to the processing of my Personal Data and Sensitive Personal Data.
9	If I, as the Data Subject, am of the opinion that my Personal Data and Sensitive Personal Data is processed in contradiction with legal regulations, I have the right to request remedial action from the Lender. If my request is found reasonable, the Lender shall immediately remedy the defective status. This shall not prejudice my right as the Data Subject, to file a complaint directly with the Commissioner of the Information and Data Protection Commission.
10	I hereby give my consent to the processing of my Personal Data as well as the necessary Sensitive Personal Data by the Lender for the purposes specified above. I acknowledge that the Lender shall archive this consent for the purpose of fulfilling its statutory obligation to be able to demonstrate that my consent to the processing has been given.

Borrower Signature	Date
	D D / M M / Y Y Y Y

LOAN APPLICATION FORM

Loan ID: ________________

PART F

CONSENT OF SPOUSE

If the Borrower is married in community of property the Borrower must complete Part F of this Agreement.

Details of Spouse	
Surname	
First Names	
Omang/Passport No	
Postal Address	
Physical Address	
Mobile Number	

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FORM 4 - CONSENT OF SPOUSE (REG. 9 (3) (B))

I ______________________________ the undersigned, married in community of property to ______________________________ hereby consent to my spouse binding himself/herself to this * ______________________________ as surety and co-principal debtor for the indebtedness of the Borrower(s) to the Lender.

Consenting Spouse

Full Name	
Omang / Identity Number	
Physical Address	
Date	
Signature	

*Surety, Loan Agreement

Loan ID: ________________

PART G

CREDIT LIFE POLICY FORM

Part G forms part of the Agreement between the Lender and the Borrower for Long Term Loans. Words and phrases defined in the Agreement shall bear corresponding meanings when used herein.

FOR OFFICE USE ONLY

LOAN APPLICATION FORM

Loan Ref: ________________

Loan ID: ________________

PART H

LOAN ASSESSMENT AND QUALITY CONTROL

Part H forms part of the Agreement between the Lender and the Borrower. Words and phrases defined in the Agreement shall bear corresponding meanings when used herein.

Branch	
Agent Name	
Sales Consultant	
Branch Manager	

Branch Checks			
Document Requirements			
Application Form- Part A and Parts B-E (duly completed)	Y	N	Always Required
Consent of Spouse, if applicable (Part F)	Y	N/A	Optional
Credit Life Policy (Part G)	Y	N	Always Required
Latest Payslip	Y	N	Always Required
Bank statement going back 3 months from application date	Y	N	Always Required
Copy of Omang/Passport	Y	N	Always Required
Copy of Bank Card (Front Only)	Y	N	Always Required
Credit Bureau Report	Y	N	Always Required
Settlement Quotation(s)	Y	N/A	Optional
Amortisation Schedule (Form B) provided to Borrower	Y	N	Always Required

Loan Capturing		
Sales Consultant Declaration: I hereby confirm that I have checked and confirmed all details in the Loan Application Form are complete that all the required documents have been provided and are correct, and I have personally updated the necessary fields in the loan management system.		
First Name & Surname	Date DD / MM / YYYY	Signature

FOR OFFICE USE ONLY

FIRST CRED.

LOAN APPLICATION FORM

Branch Manager Declaration: I hereby confirm that I have counter-checked and confirmed all details in the Loan Application Form are complete that all the required documents have been provided and are correct, and I have reviewed the loan in the loan management system.		
First Name & Surname	Date D D / M M / Y Y Y Y	Signature

Credit Control Check	
Employment Confirmation Requirements	
Employer Confirmation	Y / N
Date Confirmed	Y Y Y Y / M M / D D
Confirmed with	
Designation of the person confirmed with	
Contact details used to confirm	
Settlement Quote Confirmation Requirements	
Should additional Settlement Quote Confirmation requirements be required please use additional pages	
Settlement Quote 1	
Company Name	
Settlement Quote Confirmation	Y / N
Date Confirmed	Y Y Y Y / M M / D D
Confirmed with	
Designation of the person confirmed with	
Contact details used to confirm	
Settlement Quote 2	
Company Name	
Settlement Quote Confirmation	Y / N
Date Confirmed	Y Y Y Y / M M / D D
Confirmed with	
Designation of the person confirmed with	
Contact details used to confirm	
Settlement Quote 3	

Caution! Borrowing more than you can afford to repay could lead to severe financial difficulties. Peacevale Representative Initials: ______________ Client Initials: ______________

FOR OFFICE USE ONLY

FIRST CRED.

LOAN APPLICATION FORM

Company Name			
Settlement Quote Confirmation	Y / N		
Date Confirmed	Y Y Y Y / M M / D D		
Confirmed with			
Designation of the person confirmed with			
Contact details used to confirm			
Credit Control Document Requirements			
Affordability Calculation reviewed and approved	Y	N	Always Required
Administration Fee Proof of Payment (if applicable)	Y	N/A	Optional
Credit report attached and reviewed	Y	N	Always Required
Term of loan indicated clearly on Application Form	Y	N	Always Required
First payment date indicated clearly on Application Form	Y	N	Always Required

Credit -Officer Declaration:

I hereby confirm that I have confirmed all details in the Loan Application Form with the Employer and that all the required information provided are correct and I have reviewed the loan in the loan management system.

First Name & Surname	Date	Signature
	D D / M M / Y Y Y Y	

Loan Approval

Credit Officer Declaration:

I hereby confirm that I have performed all the necessary loan quality checks and approve the loan.

First Name & Surname	Date	Signature
	D D / M M / Y Y Y Y	

Loan Disbursement

Credit Manager Declaration:

I hereby confirm that I approve the loan for disbursement.

First Name & Surname	Date	Signature
	D D / M M / Y Y Y Y	