

COVID 19 RELIEF TERMS AND CONDITIONS

1. Introduction

These Covid 19 terms and conditions apply to the reliefs offered by NCBA Bank Kenya PLC (the **Bank**) to its customers for the repayment of their loans (Covid 19 Relief Terms and Conditions).

2. Definitions and Interpretation

2.1 The words and phrases listed below shall bear the following meanings in these Covid 19 Relief Terms and Conditions, unless the context clearly indicates otherwise:

- a) **“Customer, you or your”** means any person, firm, partnership or corporate body, there the context permits;
- b) **“Loan”** means any personal loan (secured or unsecured), credit cards, asset finance loans, credit cards and corporate/business loans;
- c) **“Interest”** means interest rate applicable to the Customer(s) Loan;
- d) **“Covid 19 Relief(s)”** means the repayment reliefs provided by the Bank for the repayment of the Customer(s) loan(s);
- e) **“Period”** means the period specified in the Covid 19 Reliefs provided by the Bank;
- f) **“SMS”** means a short message service provided for application of the Reliefs by means of a text or data message to the cellular handset of the Customer; and
- g) **“Website”** means the Bank's website; <https://ke.ncbagroup.com/>

2.2 Any reference in these Covid 19 Relief Terms and Conditions to the singular includes the plural and vice versa, any reference to persons includes both natural and juristic persons and any reference to a gender includes the other gender.

2.3 Any clause headings inserted into these Covid 19 Relief Terms and Conditions have been inserted for convenience only and shall not be taken into account in interpreting the terms and conditions.

2.4 Words and expressions defined in any other part of these Covid 19 Relief Terms and Conditions shall, for the purposes of that part, bear the meaning assigned to such words and expressions in that part.

2.5 To the extent that any provision of these Covid 19 Relief Terms and Conditions conflicts with any law, then to the limited extent of such conflict, such provision shall be severed from these Covid 19 Relief Terms and Conditions without affecting the enforceability of the remainder of its terms.

3. Customer's Acceptance of the Covid 19 Relief

- 3.1 You confirm acceptance of the Covid 19 Relief(s) by sending your ID to the Bank's SMS short code 16116 or completing an online application form on the Bank(s) website.
- 3.2 By your acceptance as set out in 3.1 above, you confirm that the information provided is true and correct and the Bank shall not be under a duty make any further verification of the acceptance and any transaction made pursuant to the acceptance shall be binding on the Customer and the Bank shall not require a written confirmation bearing my/our actual signatures in accordance with my/our mandates.
- 3.2 You confirm that the specific Covid 19 Relief(s) will be applicable to your Loan(s). The Bank shall share within 7 days of acceptance by you of the Covid 19 Relief a repayment schedule setting out the repayment dates and the specific amounts of each repayment instalment which shall form a part of these Covid 19 Relief Terms and Conditions.
- 3.3 If you do not wish to accept the Covid 19 Relief(s), you may not respond. Please ensure to sufficiently fund your account to meet your scheduled repayments for your Loans.
- 3.4 You understand and confirm that the Bank has the absolute discretion to approve or decline your acceptance of the Covid 19 Relief(s). If the Bank approves your acceptance of the Covid 19 Relief(s), the application of the Covid 19 Relief(s) to your Loan will be as per clause 4 below.

4. Application of the Covid 19 Relief(s) to your Loan

- 4.1 The Covid 19 Relief will be effective within seven (7) days from receipt of your response.
- 4.2 The Covid 19 Relief(s) will apply to facilities with any currency for the specific Period.
- 4.3 For facilities that will be granted a relief on principal only, the Interest will continue to accrue monthly and will be due and payable as set out in the repayment schedule. Please ensure to sufficiently fund your account to meet your scheduled Interest repayment for your Loan.
- 4.4 For facilities that will be granted a relief on both principal and Interest, the Interest on the outstanding principal will continue to accrue during the Covid-19 Relief Period. The accrued interest will be capitalized to the outstanding principal amount and repaid over the tenure of the Loan. Please ensure to sufficiently fund your account to meet the scheduled interest and principal repayments for your loan at the end of the Covid 19 Relief Period.

4.5 For clauses 4.3 and 4.4, your loan term will be extended to meet the Covid-19 Relief Period.

5. Agreement

5.1 In consideration of the Bank offering the Covid 19 Reliefs, you agree to be bound and confirm to have read, understood and accepted the Covid 19 Relief Terms and Conditions, any other agreements, disclosures, rules or notices relating to the repayment Covid 19 Relief as may be posted on the Bank's Website or otherwise made available to you, as applicable and as amended from time to time.

5.2 You agree that the Banks General Terms and Conditions and all other terms and conditions for your existing facility Letter of Offer (s)/Application(s) ("Existing Agreements"), remain unchanged and continue to be in full force and effect, save as amended by these Covid 19 Relief Terms and Conditions, and constitute a legal, valid and binding obligation until full settlement of the Loan(s).

5.3 Any reference to the Existing Agreement(s) shall be deemed to be a reference to the Existing Agreement(s) as amended by these Covid 19 Relief Terms and Conditions.

5.4 In the event of any ambiguity arising or conflict existing between the provisions of these Covid 19 Relief Terms and Conditions and those of the Existing Agreement(s), the provisions of the Existing Agreement(s) shall prevail except as varied by these Covid 19 Relief Terms and Conditions.

5.5 You may print and store a copy of this Covid 19 Relief Terms and Conditions for your records and you may also read these Covid 19 Relief Terms and Conditions from time to time and at your convenience on the Bank's Website.

5.6 You accept the Bank has the right to change the Covid 19 Relief Terms and Conditions.

6. Indemnity

6.1 You undertake to keep the Bank indemnified at all times against all actions, proceedings, claim, loss, damage, costs and expenses which may be brought against the Bank or suffered or incurred and which shall have arisen out of or in connection with the Covid 19 Reliefs and these Covid 19 Relief Terms and Conditions.

6.2 The Bank accepts no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from Covid 19 Relief Terms and Conditions howsoever arising, including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy with these Covid 19 Relief Terms and Conditions or the Loan repayment schedule, its contents or associated services, or due to any unavailability of any contents or associated services.