

Rouzo Borrowers' Terms and Conditions

1. Introduction

1.1. Each Loan Contract is made up of:

- a. these Loan Conditions; and
- b. the agreed Key Contract Terms applicable to each Loan (including the Payment Schedule referred to in clause 2.1).

1.2. Whether the loan band is funded by single and multiple investors, Owoafara on behalf of the Investors will enter into a Loan Contract with the Borrower on behalf of the investors.

2. Repayment

2.1. The Borrower agrees to repay the Total Amount Payable to Owoafara in respect of payments due to the Investor(s) at the times and in the instalments identified in the Payment Schedule, together with all fees and costs which may become payable in accordance with these Loan Conditions. Payment by the Borrower to Owoafara pursuant to this clause shall, unless the Borrower is notified otherwise by or on behalf of the Investor, satisfy the Borrower's payment obligations to Investor(s). If the Borrower is late in paying an instalment, Owoafara will have the rights detailed in clauses 4 and 5.

2.2. The Borrower's obligation to make repayments to the Investor will be satisfied from the Borrower Account. To the extent that there are insufficient funds in the Borrower Account to meet its payment obligations or a payment is not made in full and on time, Owoafara will arrange for a direct debit payment to be completed through Borrower's standing order, or use an alternative payment method, which may incur a fee. This is to ensure that sufficient funds are deposited into the Borrower Account to meet all such payment obligations to Investors.

2.3. All repayments will be made to Investors without deduction of income tax save to the extent required by law.

2.4. If a Loan is in arrears, but before Owoafara has demanded repayment of the Total Amount Payable under clause 4.2, each payment made to Owoafara by the Borrower (or a Guarantor) in respect of the Loan will be applied (in the case of any Loan Part, proportionally according to each Investors' respective Loan Part):

- a. first - towards repaying any arrears on the Loan; and
- b. second - towards paying the remaining Loan principal and Accrued Interest due in respect of the Loan.

2.5. If a Loan is in arrears, but before Owoafara has demanded repayment of the Total Amount Payable under clause 4.2, in addition and in priority to the payments outlined in clause 2.4, Owoafara may require payment of any administration charges, costs

expenses or other fees or charges due to Owoafara or the Security Agent as contemplated under this Terms and Conditions.

2.6. If an Event of Default has occurred and Owoafara demands full repayment of the Total Amount Payable under clause 4.2, Owoafara will apply any recovery payments received in the following way:

- a. the first 40% of any recovery payment to pay any administration fees or Collections Charges (any Collections Charges to be capped at 20% from any recovery payments received), costs, expenses or other fees incurred in respect of the relevant Loan, as outlined below;
- b. second, to the outstanding principal of the Loan until paid in full;
- c. third to the outstanding Accrued Interest until paid in full; and
- d. fourth, to pay any remaining administration fees or Collections Charges, costs, expenses or other fees incurred in respect of the relevant Loan, as outlined below, or otherwise as provided for in the Owoafara Terms and Conditions.

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3. Interest

3.1. The Borrower agrees to pay interest on the Loan at the Fixed Interest Rate outlined in the Key Contract Terms. Interest shall accrue at the Fixed Interest Rate on and from the Loan Completion Date to the date of actual repayment, and shall be calculated at the outset for the whole period of the Loan. Interest shall be paid in amortising instalments and any early settlement of the Loan shall not entitle the Borrower to any rebate in amortised interest that has been paid to the date of settlement. Unless otherwise agreed by Owoafara with the Investor, interest (other than the Servicing Fee) shall be payable to the Investor. The Servicing Fee shall be payable to Owoafara and no Investor is entitled to receive the Servicing Fee.

3.2. If a Loan repayment is not made in full on its contractual scheduled repayment date, or if there is an Event of Default and full repayment of the Total Amount Payable is demanded under clause 4.2, interest shall continue to accrue on the Loan at the Fixed Interest Rate and shall be immediately due and payable as it accrues. Interest at the Fixed Interest Rate, calculated on a daily basis, shall continue to apply to any outstanding sums until all amounts due in respect of the relevant Loan have been repaid in full. This interest shall accrue at the Fixed Interest Rate both before and after any court judgment obtained against the Borrower (or Guarantor) (computed at such intervals as Owoafara shall decide).

4. Early repayment and termination

4.1. If the Borrower wishes to repay a Loan early, it may do so, but it must repay the entire Loan and Accrued Interest, together with any fees and costs which may be payable in accordance with these Loan Conditions, at the date of early repayment. It can do so by following the instructions in the Borrower Account. If a Loan is repaid early, the Borrower must pay Accrued Interest up to the next scheduled repayment date or, if a

Loan is repaid fewer than eight days before the next scheduled repayment date, the Borrower must pay Accrued Interest up to the subsequent scheduled repayment date (and so will incur a further month's interest).

4.2. Each of the following circumstances is an Event of Default. Owoafara may demand early repayment of the Total Amount Payable, together with any fees and costs which may become payable in accordance with these Loan Conditions, if any of the following Events of Default occurs or arises:

- a. the Borrower misses, fails to pay or does not make a full monthly payment when due under the Loan Contract;
- b. the Borrower has provided false information or has failed to provide any material information of which it is aware in a way which affects or would have affected the decision to allow the Borrower to register as a member of Owoafara, the decision to list Loan Requests from the Borrower on the website or the risk band that Owoafara has given to the Loan;
- c. the Borrower has breached the terms of a Loan Contract (including those relating to a different Loan on the Rouzo Platform) or of any other loan or financing agreement to which it is a party, if either:
 - i. notice has been given to the Borrower demanding repayment of the relevant loan or agreement; or
 - ii. Owoafara has reasonable grounds to believe that as a result either the Borrower will also breach the terms of the Loan Contract (or any of them) entered into on the Rouzo Platform or any of the other Events of Default stated in this clause will occur;
- d. the Borrower uses the proceeds of the Loan for a purpose other than that specified in the Loan Application;
- e. the Borrower has breached the terms of any Security Document to which it is a party to or any future Security, Owoafara may hold from time to time;
- f. the Borrower's membership of Rouzo Platform is terminated for any reason under the Borrower Terms and Conditions;
- g. a petition is presented, or an order made or an effective resolution passed for the winding up or dissolution or for the appointment of a liquidator of the Borrower or any Guarantor;
- h. the Borrower or any Guarantor ceases to pay its debts or is unable to pay its debts as they fall due or is deemed unable or admits its inability to do so or makes a general assignment for the benefit of or a composition with its creditors;
- i. the Borrower or any Guarantor ceases to carry on its business or a substantial part of its business;
- j. notice is given of an intention to appoint an administrator, a petition is filed or a competent court makes an order for the appointment of an administrator in relation to the Borrower;

- k. an encumbrancer takes possession or steps are taken for the appointment of an administrator or receiver or administrative receiver or manager or supervisor or sequestrator over the whole or any substantial part of the undertaking or assets of the Borrower;
- l. any Guarantor breaches the terms of any Guarantee or other Owoafara-related document that it is a party to, or disputes or threatens to dispute the enforceability of that Guarantee or other document, or suffers or is likely to suffer a material adverse change to their financial position, or Owoafara has any reason to believe that a Guarantee or Security Document has become unenforceable, and in any case, a replacement Guarantee or Security Document has not been provided to Owoafara's reasonable satisfaction within 14 days of a request from Owoafara;

- m. the Borrower or any Guarantor dies, becomes of unsound mind, becomes bankrupt or makes a voluntary arrangement with anyone that they owe money to;
- n. if the Borrower is a partnership, the composition of the partnership materially, in the reasonable opinion of Owoafara, changes or any partner dies, becomes of unsound mind, becomes bankrupt or makes a voluntary arrangement with anyone to whom such partner owes money;
- o. if a claim by Federal Inland Revenue Service (FIRS) (or any other governmental department or agency or other public body) is, or is reasonably likely to be adversely decided against the Borrower or any Guarantor and the Borrower or any Guarantor does not meet any payment obligation relating to that claim within the required period; or
- p. a material adverse change occurs in the financial condition of the Borrower or any Guarantor, or Owoafara believes that the prospect of payment or performance of the liabilities of the Borrower, or any Guarantor, to the Investors is impaired.

5. Owoafara fees

- 5.1. Owoafara charges Borrowers registration fee upon registration on the Rouzo platform. A Loan Completion Fee is also charged when the Loan becomes fully funded and completes. The actual amount of the Loan Completion Fee will be identified in the Key Contract Terms and will be included in the total charge for credit in the Key Contract Terms. The Loan Completion Fee will be deducted from the Loan principal before funds are released to the Borrower. If a Loan Application is made by a registered introducer on a Borrower's behalf, a different Loan Completion Fee may be charged.
- 5.2. Owoafara has the right to charge the Servicing Fee which (if applicable) is calculated as a percentage of the Loan principal and included in the Fixed Interest Rate of the Loan stated in the Key Contract Terms. The Servicing Fee will be deducted from monthly payments made by the Borrower under the Loan Contract, and will be retained by Owoafara for its own account.
- 5.3. If a back-up servicer is appointed to undertake Loan servicing activities, the back-up servicer would continue to collect the Servicing Fee. It may also charge an additional Special Situation Fee that will be calculated as a percentage of the outstanding Loan principal and will be deemed to be included in the interest rate of the Loan and so will be deducted by the back-up servicer from monthly payments made by the Borrower under the Loan Contract. The total fees collected by the back-up servicer will not exceed 2% per annum of the principal of each Loan Part or Loan outstanding. If the Borrower is notified of the termination of Owoafara's appointment as servicer, the rights and powers of Owoafara in respect of Loan servicing activities and other applicable Intermediary Services pursuant to the Owoafara Terms and Conditions, shall accrue to, and be exercisable by, the applicable back-up servicer for and on behalf of the Investor.

5.4. Owoafara will be entitled to charge the Borrower other fees or charges which the Borrower will be liable to pay in addition to the Accrued Interest, Loan Completion Fee, Servicing Fee and Special Situation Fee. These are:

- a. if a payment under the Loan has not been made when due and has been outstanding for seven days or more, an administration fee of up to 15% of the overdue amount;
- b. if either:
 - i. the Borrower is four or more payments in arrears under a Loan Contract; or
 - ii. Owoafara (on behalf of the relevant Investors) has exercised its right to demand repayment of the Total Amount Payable under clause 4.2 and the Borrower has failed to repay the Loan,
- a Collections Charge up to a maximum of the sums set out in the Collections Charge Schedule applicable at the effective date of the Loan Contract. The Collections Charge will be deducted from any recovery payments and will be capped at 20% from any recovery payments received (but, if Owoafara refers the case to a Collections Agent to collect the debt, no Collections Charge shall be charged),
- c. tracing charges (for finding the Borrower if it can't be contacted by Owoafara or a Collections Agent);
- d. if a field agent has been employed as part of the collections process, a fee;
- e. the Collections Charge; and
- f. all litigation, enforcement and recovery costs and expenses, including (but not limited to) legal fees and expenses, to cover litigation or enforcement of any Security held on behalf of the Investor to recover any the Total Amount Payable.

All fees, costs, charges, expenses or other amounts which Owoafara may charge the Borrower will be payable on demand made by Owoafara and, if not paid on demand, will accrue interest at the Fixed Interest Rate.

- 5.5. Owoafara has a legitimate interest in investing in its own in-house recoveries team to maximise returns to Investors whilst giving Borrowers and Guarantors the fairest customer experience. The administration fee referred to in clause 5.4(a) above and the Collections Charge referred to in clause 5.4(b) above are intended to be a genuine pre-estimate of the cost to Owoafara of investing in an in-house recoveries team including but not limited to the employment of staff, the use of IT systems, external legal costs (that are not recoverable through the relevant loan) and the provision of facilities and technology to aid in the recovery for Investors.
- 5.6. Following the occurrence of an event in clause 5.4(b), the in-house Collections & Recoveries team may be required to deal with the case for a number of years at a continuing cost to Owoafara. However, any Collections Charge applied will be a one-off charge, and Owoafara will allocate up to a maximum of 20% of each recoveries payment received from the Borrower (or Guarantors) against such Collections Charge in order to be more aligned with Investors. In the case of the fees referred to in clauses 5.4(b), (c), (d),(e) and (f) above, where it is appropriate to do so, the Borrower will be advised of the cost if such action proves necessary. The Borrower will be notified (by way of general update to the Owoafara Terms and Conditions or on the Rouzo Platform) if these charges change in nature or amount.

5.7. The fees and charges outlined in clause 5.4 above may be paid into a separate bank account in the name of Owoafara. The monies in this account are for the benefit of Owoafara and are separate to any payments made under the Loan before an Event of

Default has occurred, and any recovery payments made following the occurrence of an Event of Default under the Loan Contract.

6. Information undertakings

- 6.1. If the Borrower is, or at any time becomes, aware of any of the following circumstances, claims or potential claims, then the Borrower will promptly provide to Owoafara full written details of the circumstances, claims or potential claims:
- a. circumstances (including without limitation any claims, undisclosed liabilities, litigation, arbitration, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against the Borrower or any Guarantor by any third party) which could or might result in a material adverse change in the Borrower's financial condition, business or assets or that of any Guarantor; and/or
 - b. any current or future claim (or potential claim, including (without limitation) if an investigation has commenced) by Federal Inland Revenue Service (FIRS) (or any other governmental department or agency or other public body) against the Borrower and that of any Guarantor.
- 6.2. The Borrower shall, from time to time, on request from Owoafara, provide Owoafara with such information as it may require about the Borrower's financial condition, business and affairs and that of any Guarantor, and compliance with the terms of the Loan Contract and any related Security or Guarantee.
- 6.3. The Borrower shall permit employees or agents of Owoafara or other third party business advisory/audit professionals on reasonable notice and during business hours to attend and inspect its premises and inspect any secured assets and any of the Borrower's books, accounts and records and to make copies of any such information. The Borrower agrees to meet with any such employee, agent or third party professional within 21 days of request by Owoafara, and answer all reasonable queries of such employee, agent or third party professional.

7. Purpose of Loan

- 7.1. The Borrower will use the Loan only for the specified purpose and agrees that:
- a. if the purpose of the Loan is to refinance the Borrower's other existing indebtedness, the Loan proceeds may be advanced by Owoafara directly to the relevant creditor or creditors of the Borrower or, if Owoafara consents to the Borrower satisfying other existing indebtedness with the Loan, the Borrower will provide evidence satisfactory to Owoafara within two working days of the Loan proceeds being advanced to the Borrower that the relevant existing indebtedness has been discharged in full. A failure to do so will entitle Owoafara to demand immediate repayment of the Total Amount Payable under clause 4.2;

- b. if the proceeds of the Loan are used by the Borrower for any purpose other than the purpose specified in the Loan Application, this will entitle Owoafara to demand immediate repayment of the Total Amount Payable under clause 4.2.

8. No reliance

The Borrower and Investors confirm that, in entering into the Loan Contract, each party has not relied on any representation, written statement, advice, opinion or information made or provided by, or on behalf of, Owoafara. The Borrower and the Investors further confirms that each party to the Loan Contract has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with each Loan Contract.

9. Investment Portfolio

The Investors shall purchase slots in each investment portfolio round issued by Owoafara on the Rouzo platform as may be required from time to time. The rights and obligations in respect of the funds advanced to the borrowers shall be exercised by Owoafara on behalf of the Investors.

10. General

- 10.1. The Loan Conditions (and any non-contractual obligation arising out of, or in connection with, the Loan Conditions and each Loan Contract) are governed by and construed in accordance with Laws of the Federal Republic of Nigeria, and both Investors and Borrowers submits to the exclusive jurisdiction of Nigerian courts.
- 10.2. In entering into a Loan Contract, the Borrower agrees that it will not, without the prior written consent of Owoafara, borrow any monies from its directors, officers, members, partners, shareholders or any other third party that ranks in priority of recovery to the Loan. If the Borrower does enter into any such loan, the Borrower will enter into all documents as Owoafara may require to ensure that the rights to payment of that loan will be subordinated behind the Loan, except to the extent otherwise required by insolvency law.
- 10.3. On entering into a Loan Contract and save in respect of the Loan, the Borrower agrees that it will not enter into any other new unsecured borrowing arrangement (or any arrangement having the effect of a borrowing) with any third party if the total amount of external finance raised from third parties would as a result exceed the higher of ₦300,000 and 30% of the total amount lent to the Borrower on all existing Owoafara loans without the prior written consent of Owoafara. Such consent shall not be unreasonably withheld. This clause shall not restrict the Borrower from entering into asset-specific financing or invoice purchasing arrangements.
- 10.4. If any part of the Loan Conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of the Loan Conditions or the Loan Contract.
- 10.5. Any waiver by either party of a breach of any provision of these Loan Conditions and/or a Loan Contract, or by any person on such party's behalf, shall not be considered to be a waiver of any other or later breach of the same, or any other, provision.

- 10.6. Any notices to be given to the Borrower in relation to any Loan Contract shall either be put on the Borrower Account or shall be sent by email to the Borrower's email registered address; sent by post or courier to the Borrower's address registered with Owoafara or its registered office; or in any other manner deemed appropriate by Owoafara. Any notices to be given to the Investor should be given to Owoafara on the Investor's behalf.
- 10.7. The records kept by Owoafara shall be conclusive of the facts and matters they purport to record except if there is an obvious mistake.
- 10.8. If the Borrower is a sole trader or unincorporated body or general partnership with members who are not all themselves corporate bodies, by entering into the Loan Contracts, the Borrower makes the following declaration:
- I am entering this agreement wholly or predominantly for the purposes of a business carried on by me or intended to be carried on by me/us.*
- 10.9. If the Borrower is a partnership, by entering into the Loan Contracts the Borrower makes the following declaration:
- I confirm that I am authorised by the partnership to enter into this agreement for and on behalf of the partnership and that I am authorised by the partnership upon entering into this agreement to bind the partnership to the terms of this agreement.*
- 10.10. The Borrower and the Investor agree that, while Owoafara is not a party to Loan Contracts, Owoafara is (unless the Borrower is notified otherwise by a back-up servicer, in which case the back-up servicer is) authorised to act on behalf of the Investor in relation to the Loan Contract and exercise and enforce the rights and powers of the Investor under the Loan Contract on its behalf and that it may also take the benefit of and specifically enforce each express term of each Loan Contract and any term implied under it which are for the benefit of Owoafara.
- 10.11. Each Loan Contract will be entered into by electronic means in accordance with the Owoafara Terms and Conditions by the Borrower and this will have the same effect as if the Loan Contract was signed in a hard single copy.

11. Defined terms

In these Loan Conditions and each Loan Contract the following words have the meanings set out next to them in the table below:

Accrued Interest

any interest accrued on a Loan under clause 3 of these Loan Conditions.

Borrower

a borrower under a Loan Contract or, as applicable, a person or entity who is applying for borrowing through the Rouzo Platform.

Borrower Account

the account which a Borrower holds with Owoafara.

Borrower Terms and Conditions

the terms and conditions that govern the relationship between a Borrower and Owoafara, as amended or replaced from time to time.

Collections Agent

any debt collection agent as may be appointed by Owoafara, any Owoafara Company or on behalf of a lender from time to time.

Collections Charge

a charge payable by the Borrower if the Borrower fails to pay any amount due under the Loan Contract, which is calculated on the Total Amount Payable.

Event of Default

any of the events or circumstances referred to in Clause 4.2 of these Loan Conditions.

Fixed Interest Rate

the interest rate outlined in the Key Contract Terms.

Owoafara

Owoafara Fintech Services Limited, the proprietor of Rouzo Platform.

Rouzo Platform

the online direct lending marketplace platform operated by Owoafara which facilitates lending and borrowing between Investors and Borrowers.

Owoafara Terms and Conditions

each of the Borrower Terms and Conditions and the Investor Terms and Conditions.

Guarantee

a guarantee entered into by a Guarantor for the purposes of guaranteeing the obligations of the Borrower in relation to the Loan.

Guarantor

any person who has guaranteed the obligation of the Borrower in relation to the Loan.

Investor

a person who has an Investor Account on the Rouzo Platform, including those who invest in various investment portfolios, or any permitted assignee or transferee of, or other successor in the title to, such person.

Investor Account

the account which an Investor holds with Owoafara.

Investor Terms and Conditions

the terms and conditions that govern the relationship between an Investor and Owoafara, as amended or replaced from time to time.

Key Contract Terms

a summary of the Loan information for the Borrower which forms part of each individual Loan Contract.

Loan

the loan borrowed by a Borrower from an Investor or Investors on the Rouzo Platform pursuant to a Loan Request.

Loan Application

an application for a Loan made by or on behalf of a Borrower.

Loan Completion Date

the date on which the Loan completes after all funds from Investors have been allocated to a Loan Request, and all Owoafara's requirements in relation to a Loan Request have been satisfied.

Loan Completion Fee

a fee payable by the Borrower to Owoafara when a Loan completes, at a rate calculated as a percentage of the Loan amount, determined by Owoafara from time to time and notified to the Borrower.

Loan Conditions

these Owoafara Loan Conditions.

Loan Contract

a loan agreement that sets out the terms of the lending arrangement between an Investor and a Borrower.

Loan Part

a part of a Loan that has been or is to be funded by an Investor.

Loan Request

a Borrower's Loan Application when accepted by Owoafara and listed on the Rouzo Platform.

Payment Schedule

the schedule of loan repayments provided to a Borrower in respect of each Loan.

Security

any debenture, mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any Borrower or Guarantor or any other agreement or arrangement having a similar effect.

Security Document

a document that creates Security, including but not limited to, an all assets security agreement, a debenture, a legal mortgage, or any other form of Security, in a prescribed form, executed by the Borrower or the Guarantor granted in conjunction with the Loan or the Guarantee.

Servicing Fee

an annualised fee payable to Owoafara for servicing the Loan, being a percentage of the outstanding Loan principal, determined by Owoafara from time to time and details of which can be found on the Website.

Special Situation Fee

the fee charged by a back-up servicer, details of which can be found in the Owoafara Terms and Conditions.

Total Amount Payable

in relation to the Loan, the total amount of Loan principal (including any Loan Completion fee) and all contractual interest due (including the Servicing Fee) to the end of the Loan term (pursuant to clause 3 of the Loan Conditions) outstanding at that time.