

**Emuria Business Investment and Management Software (E-BIMS) Ltd
Plot 79, City Centre Complex, Room B27, 1st Floor, Luwum Street, Kampala, Uganda**

Loan ID: PLOAN1759900463

Type of Loan: testing daily loan

Type of Application: Individual Loan

Branch: Kampala Main Branch

Loan Amount: 100000

Loan Term: 30

Date: 2025-10-08 00:15:13

**The Republic of Uganda
In the matter of the Contracts Act, 2010**

This Loan agreement is made this **2025-10-08 00:15:13**. Between: **Nakamatte Norah**, of **BUMBU, KITEEZI, KASAGATI** with National Identification Number. **CFn014567809GH**, whether as an individual or as a group jointly and severally liable, hereinafter (the "Borrower" including a group borrower) of the one-part, and

Emuria Business Investments and Management Software (E-BIMS) Ltd, a limited liability company incorporated in Uganda, of City Centre Complex, Room B27, University Village, Nakasero IV Parish, Kampala Central, hereinafter (the "Lender") of the other part.

Now it is agreed by the parties as follows:

Interpretation: In this Agreement, unless the context otherwise requires: Words denoting the singular include the plural and vice versa. References to "Borrower" includes individuals and groups jointly and severally liable.

Definition:

"Group Borrower": A group of individuals who collectively borrow funds under this Agreement and are jointly and severally liable for the repayment of the loan, individually and severally referred to as the Borrower.

Applicability: Provisions under Clause 5.9 of this Agreement shall apply exclusively to a Group Borrower.

Loan Amount:

Upon the Borrowers loan application and acceptance of the loan offer, the Lender hereby agrees to advance the Borrower a loan of Uganda shillings **Ugx 100,000/=** payable in Months, and the Borrower individually and collectively accepts responsibility for all obligations and debts under this agreement without protest and acknowledges such indebtedness to the Lender, through it's Kampala Branch.

Loan Purpose:

The loan shall be used for the purpose of investing in..... Diversion of loan funds to other uses shall not be permitted and will constitute a breach of this agreement on loan use. This breach will cause the Lender to restrict future loans to the Borrower or recall the loan entirely.

Loan Tenure:

The Loan shall be for a term of Months.

Interest, Fees, and other expenses

Interest:

The loan shall attract zero interest

Fees:

Registration fees of administration fees shall be
.....andof the loan amount, paid at the time of signing a new loan agreeeme
nt.

Loan Expenses:

Conveyance and Caveating fees: The cost of investigations, stamps, seals, fees, and other costs in connection with the collateral associated with the loan shall be borne by the Borrower.

Incidental fees: The Borrower shall pay all fees incidental to the loan before loan disbursement.

Loan Repayment:

The Borrower agrees to pay the principal to the Lender, in (.....) instalments.

The initial Interest payable shall be/= (.....Uganda shillings only) payable in instalments.

Principal shall be Payable in instalments of/=
(..... Uganda shillings only) per week.

The total initial monthly instalment shall be/=
(.....Uganda shillings only) due on of every
week starting on theday of 20..... and the subsequent installments shall fall
due onof every subsequent week until the loan is paid off on theday of
..... 20.....

Late fees

Repayments shall be made on of every week between the hours of 9 am to 5 pm. The first instalment shall fall due on the day of 20..... and the last instalment shall fall due on the day of 20..... If the payment is not received by the of the week, the instalment due shall attract a late fee of 6 percent per week of the overdue installments.

Pre-Payments: The Borrower has the option to pay more than the instalment due. By paying ahead, the Borrower pays off the loan quickly.

Early complete repayment of the entire outstanding Loan: The Borrower has the option to make early repayment of the entire principal loan amount by giving a seven-day notice to the Lender, through its branch manager. The lender's system shall generate a 50 percent rebate on the prepaid Interest if the prepaid period is equal to or greater than two months.

Cooling off: In line with the bank of Uganda financial customers protection guidelines, the lender hereby advises the Borrower of the option to revoke or terminate the Loan agreement in the exercise of the Borrower's right to cooling off, within 5 working days from the day of the loan disbursement. The said 5 working days shall exclude Saturdays, Sundays, and public holidays.

The Borrower is mandated to exercise their right to cool off by delivering a written notice to the lender and further upon the following terms:

Upon revocation/termination of the loan within the said cooling period, the Borrower shall refund to the lender the entire loan amount disbursed together with all the incidental administrative fees of up to 5 percent of the loan amount. To be clear, The Revocation or termination of the loan agreement with the Lender shall only be effective if the Borrower repays the full amount at the time of revocation or termination of the loan and the 5 percent administrative fees referred in a) above, within 5 days from the date of loan disbursement. Any further delays in refunding the loan and administration fees shall automatically annul the right of cooling off and the loan and agreement shall subsequently be reinstated upon its original terms.

The cooling-off right/option is only available to customers with a minimal loan amount of One Million Uganda Shillings (UGX 1,000,000/=) and shall be limited to loans with an agreed loan tenure of at least one year.

Late Repayment: Where the Borrower is in breach of the loan agreement and/or is in default and the loan instalment remains unpaid for two consecutive payment dates and does not make any further payments until the third instalment is due, the Lender, shall recall the entire loan and immediately demand repayment of the entire outstanding loan balance. The Lender will therefore proceed against the Borrower for the recovery of the total principal plus interest, collection fees and all related incidental costs.

Loan Recall: The Lender reserves the right to recall the loan at any given time, whether there is default, if in the lender's own assessment, the Borrower has become a risky Borrower such that is a higher likelihood of defaulting on the loan or failing to meet the repayment terms. Where such a loan is recalled, the entire loan amount shall fall due and owing immediately.

Outstanding Loan Balance at the end of the loan term: Any amount in respect of which the principal remains unpaid at the end of the loan period shall continue to attract interest at the rate indicated in Clause 4.1 of this agreement, until the entire outstanding principal balance is fully paid.

Charges for payments in arrears plus Loan Recovery costs

If the loan falls into arrears, the Borrower will incur a 6 percent weekly charge on the principal amount in arrears. This charge will continue to apply until the arrears, including any late fees and loan recovery costs, are fully paid. Both the principal in arrears and the unpaid late fees will attract this 6 percent weekly charge until the total outstanding amount is cleared.

Group Banker

[name of group], unanimously elected [person elected] with national identification number [elected person's NIN], a [occupation of person elected] and a resident of [location/residence of person elected], to be their Group Banker.

The Group Banker is responsible for ensuring that the loan disbursed by the Lender to the Group Bankers mobile wallet is distributed to the respective members of the group. According to this agreement, each member shall receive a loan amount of UGX _____ (_____ Uganda Shillings only).

It is the role of the banker to ensure that each individual member makes their loan repayment contributions at least one day before the due date. This will allow the banker to make timely loan repayments. If the loan installment is delayed, the entire group will be charged a late fee of 6 percent per week on the overdue amount.

Loan Collateral Security

The Borrower has pledged collateral security to the lender for the entire loan term. This collateral security shall remain in effect until the full repayment of all outstanding amounts, including the principal, interest, late fees, penalties, and any loan recovery costs.

The Borrower and the lender hereby agree that the Collateral security pledged shall be held as continuing security for all financial obligations the Borrower may subsequently apply for in addition to those under this agreement.

Pledged Collateral

The following Collateral has been pledged by the Borrower to secure the loan and the same shall be continuing security until the entire loan and any incidentals costs have been repaid in full or where the Borrower and the Lender has executed a subsequent addendum to swap the same:

All Monies in the following Cash security Accounts: Account number:

_____ in the name of _____ held with the Lender at City Centre Complex Room B27 Kampala Branch.

Collateral Security pledged:

- i) immovable assets: pledges
as per
- ii) Moveable Assets: Motorcycle pledges as per
.....
- iii) Intellectual property pledges as per
.....
- iV) Stocks pledges as per
.....
- v) Live stock pledges as per
.....

Loans in arrears recovery Procedure:

In the event of default, a written demand note will be issued to the client in the first week, stipulating payment of the overdue installment within five business days. Should payment not be received by the second week, a second demand note will be sent, requiring settlement of all outstanding loan installments within five business days. Failure to comply will result in the issuance of a Loan Recall Note in the third week. If the clients account remains in arrears for three consecutive weeks, the entire loan becomes due and payable within 14 business days. After this period, Clause 6.1.3 will be implemented without protest, and the terms of the loan agreement will be enforced to recover the total outstanding loan amount, including principal, interest, late fees, loan recovery costs, and any other applicable charges and fees.

Selling of pledged non-cash collateral security:

Where the Borrower fails to make payments for three consecutive weeks, the Lender, shall recall the entire outstanding loan and shall apply the value of all pledged assets to recover the outstanding loan, interest, charges, and any other fees.

The Borrower will be given 14 days to sale off the collateral but if the Borrower fails to sale the collateral and pay off the outstanding loan and all the charges and fees applicable, the Borrower then grants the Lender all the rights to sale off the pledged collateral without protest to recover the total outstanding loan and all the applicable charges and fees. Any excess funds arising from the sale of collateral security after the total outstanding loan, interest, fees, and charges are paid in full, shall be paid to the client.

Loan Guarantors The Borrower presents the following loan guarantors, and the guarantors willingly agree to guarantee the loan to the Borrower.

Guarantor One: Baguma Ali aged 48 years, having been born on the 4 day of March 1976, is a resident of Lugala, Masanafu, Rubaga, Division.

Guarantor Two: [Guarantor's name] aged [Age] years, having been born on the day of 202 , is a resident of [place of residence].

Guarantor Three: [Guarantor's name] aged [Age] years, having been born on the day of 202 , is a resident of [place of residence]. It is hereby agreed and understood by all parties that by the said guarantors appending their signatures hereunder, they acknowledge legal liability/responsibility and fully understand that in the case of default of the principal Borrower, the Lender will proceed to recover the said loan balance from the Borrower and/or guarantors.

Supervision and Inspection The Lender reserves the right to coordinate, either directly or through authorized parties, and the Borrower is obligated to comply with any requests for information, clarification, or inspection issued by the Lender regarding the Borrower and/or their business.

Funding restrictions: The Borrower guarantees that the borrowed sum will not be used for financing terrorists or engaging in any illegal activities, including money laundering. The Borrower acknowledges awareness of all prohibited business activities listed in Clause 12 of this agreement.

Declarations: The Borrower agrees to provide truthful personal and business financial information, as well as business performance data, as requested by the Lender. Additionally, the Borrower commits to complying with all relevant laws of Uganda, including environmental and social regulations, as well as the Lender's product policies. The Borrower acknowledges that providing false or misleading information is unlawful, and any breach of this agreement may result in legal action by the Lender in a court of competent jurisdiction for resolution.

The Borrower shall utilize the loan for the specified purpose outlined in Clause 2 of this agreement, and the Lender retains the ongoing authority to verify that the loan funds were indeed utilized for the intended purpose.

The Borrower's failure to repay the loan as per the agreed repayment schedule will constitute an event of breach and default. In such a scenario, the Lender reserves the right to offset the outstanding loan amount against funds available in any savings account held by the Borrower or guarantors at any branch of the Lender, and may also utilize pledged cash collateral. Additionally, the Lender retains the right to sell any collateral or security associated with the loan without requiring court intervention or protest. The Borrower hereby consents to surrender any property referenced in section 6 above, including vacating any premises, willingly and promptly. The Lender's rights extend to the Borrowers inventory and all income sources until the outstanding debt owed to the Lender is fully settled.

In the event of the Borrowers death, bankruptcy, or liquidation, any outstanding sums owed to the Lender by the Borrower shall be recovered from the Borrowers estate. The Lender holds priority in settling the debts of the deceased or bankrupt Borrower. However, should the outstanding loan amount, along with associated costs, be covered by an insurance company, the Borrowers estate shall be exempt from such recourse.

The Borrower undertakes to expeditiously obtain, adhere to, and fulfill all requisites necessary to obtain, maintain, and renew any authorization mandated by relevant laws, which is vital for the Borrower's fulfillment of the obligations under this agreement, conduct its business and operations in compliance with applicable laws, and ensure the legality, validity, enforceability, and admissibility of this agreement within its jurisdiction of incorporation.

The Borrower must ensure the presence of valid and consistent insurance coverage for its business and assets, safeguarding against risks typical for companies engaged in similar business activities. The Borrower shall consistently adhere to and ensure compliance with all terms, conditions, warranties, and provisions outlined in its insurance policies, as required herein unless failure to do so would not render such insurance void, voidable, unenforceable, suspended, impaired, or defeated in whole or part.

Credit Reference Bureau (CRB) The Borrower hereby agrees and authorizes the Lender to: Make inquiries from any bank, financial institution or association or any approved credit reference bureau to confirm any information provided by the Borrower.

Provide and share all statutory information in respect of the loan facility and all subsequent facilities as shall be advanced to the Borrower from time to time and in line with the set bank of Uganda credit reference bureau regulations.

Permitted Disclosures The Borrower consents to the Lender disclosing confidential information to any of its affiliates, and any of their current or bona fide prospective investors, directors, officers, employees, shareholders, Investment bankers, lenders, accountants, auditors, insurers, credit reference bureau business or financial advisors, and attorneys, in each case only where such persons are under appropriate nondisclosure obligation imposed by professional ethics, law or otherwise.

Exclusion List The Borrower hereby certifies that he/she is totally compliant with the Lender's business exclusion list. The Borrower shall not at any time anywhere in the world, perform or finance any activities immediately listed below:

The Lender will not make loans or provide other financial services to individuals engaged in the following activities: Drift net fishing in the marine environment using nets more than 1 km in length. Significant conversion or degradation of critical habitat Production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial scale usage of hazardous chemicals. Hazardous chemicals include, Gasoline, kerosene, and other petroleum products. Shipment of oil or other hazardous substances in tankers which do not comply with requirements of the international maritim

e organization (IMO).

Production or trade in radioactive materials, this does not apply to the purchase of medical equipment, quality control measurement equipment, and any equipment of radioactive source is trivial and or adequately shielded. Production or trade in unbonded asbestos fibres. This does not apply to purchases and use of bonded asbestos cement sheeting where the asbestos contained is less than 20 percent. Production or activities involving harmful or exploitative forms of forced labour/ harmful labour, child labour, Discriminatory practices, or practices which will prevent the employees from lawfully exercising their rights of associa

tion and collective bargaining.

Relocation of Indigenous people from traditional or customary land. Production or activities that impinge on the lands owned, or claimed under adjudication, by indigenous people, without full documented consent of such people. Production or trade in weapons and munitions as primary business activity Production or trade in alcoholic beverages as a primary source of business activity Production or trade in tobacco as primary business activity Gambling, betting, casinos, and equivalent enterprises as a primary business activity Any business related to photography or prostitution. Cross-border trade in waste and waste products unless compliant to the Basel Convention and underlying regulations. Production or trade in any activity deemed illegal under the Uganda laws or regulations or international conventions and agreements, or subject to international phase-out or bans, such as illegal pharmaceuticals, pesticides/herbicides, ozone-depleting substances, PCBs wildlife, or products regulated under the committee on the international trade in endangered species (CITES).

The Borrower has complied with the requirements of this exclusion list in clause 12 above.

i). Signature_____

Name of Borrower: Nakamatte Norah

Sanction List The Borrower hereby certifies that, he/she is totally compliant with the Lender's business sanctions list outlined in this agreement under this clause. The Borrower shall not at any time engage in, authorize, or permit any person acting on its behalf to engage in any activity stipulated in the sanction list.

Corruption and corrupt practices A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party. Corrupt practices are understood as kickbacks and bribery. The conduct usually involves the use of improper means such as a bribe to violate or derogate a duty owed by the recipient for the payer to obtain an undue advantage or to avoid an obligation. Antitrust, securities, and other violations of law that are not of this nature are excluded from the definition of corrupt practices.

Facilitation The Lender does not condone facilitation payments. For implementation, the interpretation of "corrupt Practices" relating to facilitation payments will consider relevant law and international conventions pertaining to corruption.

Fraudulent Practices Fraudulent practice is any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial benefit or to avoid an obligation. Fraudulent practices are intended to cover actions, or omissions that are directed to the Lender.

Coercive Practices A Coercive Practice is impairing or harming, or threatening to impair, or harm, directly or indirectly, any party or property of the party to improperly influence the actions of a party, this also includes passive aggression.

Collusive Practices Collusive practice is an arrangement between two or more parties designed to achieve an improper purpose including to influence improperly the actions of another party. Clause 13.6 Obtrusive Practice is: Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede the Lender's investigation into allegations of a corrupt, fraudulent, Coercive or collusive practice, and/or threatening, harassing or intimidating a party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

To the best of the Borrower's knowledge and belief, each other member of the group, if applicable, has complied in all material respects with all applicable international standards with respect to combating money laundering, corruption practices. The Borrower has not engaged, and to the best of the Borrower's knowledge and belief no person related to any of the projects being financed by the Lender has engaged, in any sanctionable practice or in the acquisition, possession, or use of property that is of illicit origin under applicable law, including but not limited to drug trafficking, fraud, Corruption, organized crime, money laundering, or terrorism. To the extent permitted by law, the Borrower undertakes to inform the Lender if it should become aware of any fact or information relating to commission of any such act.

The Borrower has complied with the requirements of this sanction list

i) Signed by _____ *

Name of Borrower: Nakamatte Norah

Applicable Law This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Uganda.

Severability If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Non-Waiver No indulgence, waiver, election, or non-election by either party under this agreement shall affect the other party's duties and liability hereunder.

Modifications The parties hereby agree that this document contains the entire agreement between parties and this agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by both parties.

Dispute Resolution The Parties shall use their best endeavours to resolve any dispute among them amicably. If the dispute is not resolved amicably, either party shall be free to commence court proceedings.

Force Majeure If at any time during this agreement it becomes impossible for one of the parties to fulfill its obligations for reasons beyond its control (hereinafter, "Force Majeure"), then the party must immediately notify the other party of the existence of the force majeure and take all reasonable measures to mitigate the effect of the force majeure, including without limitation, the expenditure of reasonable funds. To the extent that the party or parties is or are directly affected by the occurrence of such an event of force majeure, it or they are delivered from their obligation (s) under this agreement until such time as the event of force majeure has ceased to exist and the party or parties are again able to discharge their obligations under this agreement. The occurrence of an event of force majeure shall not be abused by the Borrower to default on repayments and shall not apply accordingly.

Notwithstanding the occurrence of a Force Majeure event, the Borrower's obligation to repay the principal amount, interest, and any other amounts due under this Agreement in accordance with the original terms and schedule herein agreed shall not be extended or altered, except as expressly agreed in writing by the Lender.

Cashless System All Savings or loan repayments must be made by the Borrower directly to the Lender's Bank Account through its Emuria Business Investment and Management Software (E-BIMS) Ltd payment system or through its E-BIMS APP.

The Borrower is hereby advised that all cash payments to the Lender are strictly prohibited. The Borrower shall indemnify and hold the Lender harmless for any losses, damages, or claims arising from a breach of this condition. The Lender shall not be liable for any cash payments, and or cash payments to any staff member, or to any mobile payments to any staff m

embers personal mobile money account.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Signed by:

Borrower

Borrower One:

Signature_____

Name Nakamatte Norah

Tel _____

Borrower Two:

Signature_____

Name _____ Tel _____

Guarantors

Guarantor one:

Signature_____ *

Name _____ * Tel _____

Guarantor Two:

Signature_____ *

Name _____ * Tel _____

Guarantor Three:

Signature_____ *

Name _____ * Tel _____

Lender

For and on behalf of Emuria Business Investment and Management Software (E-BIMS) Ltd,

Signature: _____ *

Title: Branch Manager

Witnessed by _____

Name _____ NIN _____

Tel _____