

# GENERAL PROVISIONS

## of the Asset Financing Loan Agreement

### 1. DEFINITIONS AND INTERPRETATION

"Agreement"

means this Loan Agreement, its Schedules, General Provisions, Special Provisions, addenda, and any amendments and/or supplements as well as any other documentation used by Mogo in respect of the Loan Facility, including payment instructions, demands, letters, and notices by Mogo in respect of the Loan Facility, irrespective of their format.

"Asset"

means the motor vehicle defined in the Special Provisions, which is (a) fully or partially purchased by Mogo on the Borrower's behalf or (b) owned by the Borrower, and which serves as security for the fulfillment of the Borrower's obligations under the Agreement.

"Borrower"

has the meaning ascribed to it in the Special Provisions.

"Business Day"

means a day other than a Saturday after 1.00 pm, Sunday or gazetted public holiday on which banks are open for general business in Kampala, Uganda.

"Caveat"

means the registration of Mogo's security right and charge on the Asset at the relevant register of motor vehicles. The Caveat may constitute continuing security for subsequent advances agreed with Mogo or other obligations of the Borrower owed to Mogo.

"Chattels Mortgage"

means a security agreement creating a first ranking priority perfected registrable security right and interest of Mogo in the Asset, lodged with the register of chattels securities, and further lodged, as a Caveat, on the relevant register of motor vehicles.

"Credit Reference Bureau"

means all registered credit reference bureaus being utilized by Mogo from time-to-time.

"Day"

means a calendar day and in the calculation of days, the first day is excluded and the last day is included.

"General Provisions"

mean the general provisions of this Agreement forming an integral part of the Agreement.

"Guarantor"

means the guarantor whose obligations are spelt out in clause 16 of this Agreement.

"Legal Undertaking"

means an acceptable professional undertaking to the Seller issued by Mogo with the Seller as beneficiary for an amount equal to, at least the Loan and which will be payable prior to or immediately after registration of transfer of the Asset (as per the motor vehicle sale and purchase agreement signed by the Borrower and Mogo and/or the Seller, if applicable, for purposes hereof) to the Borrower and / or Mogo;

"Loan Amount (Loan)"

means the amount specified in the Special Provisions of the Agreement, that Mogo lends to the Borrower in accordance with the provisions of the Agreement and which the Borrower is obliged to repay to Mogo in accordance with the provisions of the Agreement.

"Loan Facility"

means the aggregate of the Loan Amount, Interest, issuance fee, administration fee, and all other fees and costs that the Borrower is obliged to pay to Mogo in accordance with the Agreement.

"Loan Term"

means the term in which the Borrower shall repay the Loan Facility to Mogo, as defined and agreed in the Special Provisions.

"Mogo"

means MOGO LOANS LIMITED, a limited liability company incorporated in the Republic of Uganda under Registration Number 80020001522601 and having its registered office at Lugogo Office Park, Plot 54, Lugogo By Pass, Kampala, Uganda.

"Monthly Instalment"

means the monthly payment that is due and payable by the Borrower to Mogo in accordance with the Repayment schedule.

"Parties" or "Party"

means Mogo and/or the Borrower, jointly or separately as the case may be.

"Repayment schedule"

means the schedule listing the due dates and amounts of each Monthly Instalment the Borrower shall pay to Mogo. The Repayment schedule is attached to the Special Provisions of the Agreement as Schedule 1 and may be updated from time to time.

"Seller"

means a legal entity or private individual selling the Asset.

"Special Provisions"

mean the special provisions of this Agreement forming an integral part of the Agreement.

"Tracking Device"

means a Global Positioning System device installed on the Asset by Mogo.

"UGX"

means the lawful currency of the Republic of Uganda.

## **2. INTERPRETATION**

2.1. Use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a corporation, a partnership, and any other body or entity, and (in each case) vice versa.

2.2. A reference to a law, regulation, international agreement, or any other legal act or its provision is a reference to it as amended, extended, or re-enacted from time to time.

2.3. The clause headings are for ease of reference only and shall not affect the interpretation of this Agreement.

2.4. Any words following the terms "including", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, or term preceding those terms.

2.5. The schedules or appendixes shall be considered as part of this Agreement and shall have effect as if set out in full in the body of this Agreement. All references to articles, clauses, and schedules set herein shall be construed as references to articles of, clauses of, and schedules to this Agreement.

## **3. TERMS AND CONDITIONS**

3.1. This Agreement sets forth the terms and conditions in respect of the Loan Facility and shall be read together with the Special Provisions.

3.2. The Agreement is available for the Borrower in a printed version in any Mogo branch or electronically on Mogo's website.

## **4. CONDITIONS PRECEDENT**

4.1. The Loan shall be disbursed to the Borrower in accordance with the terms of this Agreement if the Borrower has fully complied with and fulfilled the following conditions precedent:

4.1.1. The Agreement, Chattels Mortgage, and all related documentation in respect thereof have been fully signed by the Borrower.

4.1.2. Mogo has received the motor vehicle logbook, copies of the certificate of incorporation or registration of the Seller, the Seller's beneficial ownership form (for companies established in Uganda), and a copy of a valid national identity card.

4.1.3. The Tax Identification Number alongside the tax registration certificate of the Seller and the Sale Agreement.

4.1.4. Mogo has received copies of the national identity card and tax registration certificate (with the tax identification number) of the Borrower.

4.1.5. Where applicable, Mogo has successfully completed the Credit Reference Bureau check of the Borrower and any other checks deemed commercially necessary by Mogo to ascertain the credit status and profile of the Borrower.

4.1.6. Mogo has received a fully filled Security Interest in Movable Property checklist from the Borrower.

4.1.7. Proof of payment of advance tax if the Asset is a commercial vehicle.

4.1.8. Mogo has received from the Borrower all payments, which are agreed to be paid by the Borrower upon acceptance of the Agreement and prior to disbursement of the Loan, including the Asset insurance policy as set in clause 9.1 of the General Provisions and the pre-disbursement search carried out at Uganda Revenue Authority.

4.1.9. In case the Asset is being purchased from a Seller, Mogo has delivered, and the Seller has acknowledged receipt and sufficiency of, and accepted the Legal Undertaking that the necessary payments will be provided by Mogo to the Seller within five (5) days after the successful completion of transfer of the Asset on the Uganda register of motor-vehicles.

## 5. PAYMENTS

5.1. The Borrower shall repay the Loan together with Interest and any other fees, charges, penalties, and costs that the Borrower is obliged to pay to Mogo at the times and in the manner as stated in this Agreement.

5.2. The Borrower shall make each Monthly Instalment punctually at times and in the manner as stated in this Agreement. Mogo may, within its sole discretion, extend the aforesaid Loan Term on such terms and conditions as Mogo may prescribe.

5.3. The Borrower shall pay interest on the Loan Facility at the rate and with the frequency as stated in this Agreement.

5.4. Any payment received by Mogo, in respect of the Loan Facility, including in the Event of a Default by the Borrower, will go firstly towards fees, costs, charges, expenses, claims, damages, and other amounts properly paid or incurred by Mogo, thereafter towards interest and thereafter towards any outstanding Loan Facility amount.

5.5. If the Borrower pays for more than two Monthly Instalment invoices ahead of time, Mogo will recalculate the Repayment schedule only upon specific request by the Borrower.

5.6. Early repayment: The Borrower is entitled to repay the full outstanding balance on the Loan Facility at any stage on the condition that the Borrower notifies Mogo at least thirty (30) days in advance of their intention. In case of early repayment, the Borrower shall pay an early repayment fee in the amount of 10% of the outstanding balance on the Loan Facility, calculated on the day of early repayment.

5.7. Non-retention: All Borrower's payments shall be without retention, set-off, deduction, counterclaim, condition, or restriction and be free and clear of and without deduction whether for or on account of any present or future taxes or otherwise in the currency of the Loan Facility disbursed.

5.8. Taxes: If the Borrower is legally compelled to retain or to deduct any type of tax including value added tax, customs duty, excise duty, or any type of duty or other statutory charges or costs from any amount payable to Mogo including the debt collection costs, any indemnity, the amounts payable by the Borrower must be increased as such to ensure that Mogo receives the full amount provided for herein.

5.9. The Borrower shall pay to Mogo after as well as before any judgment, interest at the rate agreed and provided in the Agreement; and such other rate or rates as Mogo shall at its sole discretion from time to time decide with full power to Mogo to charge different rates for different accounts and such interest shall be calculated on daily balances from the date thereof until payment in the usual mode of Mogo.

## 6. INTEREST

6.1. The rate of interest on the Loan Facility is set in the Special Provisions of the Agreement.

6.2. All interest, fees, commission, and other payments under the Agreement will accrue from day to day. They will be calculated on the basis of actual days elapsed.

6.3. Any certificate or determination by Mogo as to any rate of interest or amount payable under the Agreement is conclusive and binding on the Borrower, unless there is a manifest error.

6.4. If the Borrower fails to pay an amount payable in connection with the Agreement on the due date for payment, he/she will pay Late Payment Interest on that amount from the due date until the date of payment (whether before or after judgment) at the rate specified in clause 13 of the Special Provisions.

6.5. The Borrower hereby acknowledges and agrees that the Late Payment Interest represents a reasonable pre-estimate of the loss to be suffered by Mogo in funding the default of the Borrower.

6.6. Mogo may alter the interest and any other fees, charges, and penalties (including Late Payment Interest) that the Borrower is obliged to pay to Mogo by giving the Borrower at least thirty days prior notice of the intended changes.

6.7. Mogo will inform the Borrower in case of any changes.

## 7. FEES AND EXPENSES

7.1. The Borrower shall pay to Mogo all fees in the amount(s) and at the time(s) specified in the Special Provisions.

7.2. All costs (including all debt collection costs, sending of SMS, letters, phone calls, costs, and expenses of debt collection service providers, advocates, or other professional or technical advisers), charges, expenses, claims, and other amounts paid or incurred by Mogo in obtaining or attempting to obtain payment of any outstanding amounts, shall be repaid to Mogo on demand.

7.3. The following non-exhaustive list shall constitute the costs, charges, expenses, fees, and other amounts chargeable by Mogo for debt collection purposes:

7.3.1. Costs related to sending of demand letters and related correspondence to the Borrower.

7.3.2. Asset repossession costs (including internal recovery repossession costs and security fees).

- 7.3.3. Repossessed Asset storage costs.
- 7.3.4. Repossessed Asset sale maintenance costs.
- 7.3.5. Independent Asset valuation costs.
- 7.3.6. Bailiff / auctioneer costs.
- 7.3.7. Advertisement costs.
- 7.3.8. Tracker replacement costs.

7.4. Any statements in respect of the Loan Facility account will be made available to the Borrower, at his/her cost, as and when requested.

## **8. SECURITY**

8.1. Provision of security: The disbursement of the Loan Facility is contingent upon the Borrower providing security, which includes:

- 8.1.1. A duly executed Chattels Mortgage over the Asset, subsequently registered as a Caveat;
  - 8.1.2. A duly executed motor vehicle sale and purchase agreement over the Asset; and
  - 8.1.3. Acceptance of the Asset's transfer to the Borrower's name and the creation of a Caveat over the Asset in the motor-vehicle register, to Mogo's satisfaction.
- 8.2. In addition to clause 7.2, the Borrower is responsible for the prompt payment of all registration, filing, taxes, and other relevant fees following the execution of the Agreement and related documents.
- 8.3. Delivery of documentation: The Borrower commits to delivering, or ensuring the delivery by the Seller to Mogo, of the documents outlined in clause 4 of the General Provisions, and agrees to their custody by Mogo.
- 8.4. Inspection: Mogo reserves the right to request an inspection of the Asset at any time, including the inspection of any Tracking Device. It is incumbent upon the Borrower to facilitate such inspections by Mogo or its designated third party.

## **9. INSURANCE**

- 9.1. The Borrower shall insure and keep insured the Asset in its name with an insurance company approved by Mogo, and if required by Mogo, comprehensive insurance to the Secured Asset's full replacement value without excess or restriction. The Borrower additionally confirms that he/she/they will notify the approved insurer of Mogo's interest by letter executed by both the Borrower and Mogo, and thereafter, Mogo will be noted on the insurance policy as loss payee.
- 9.2. The Borrower will not, without the prior consent in writing of Mogo, make any changes to any insurance policy or in the insurance company.
- 9.3. If the Borrower fails to ensure or neglects to renew the insurance for the Asset at least seven (7) days before expiry, it shall be considered as an Event of Default.
- 9.4. Mogo shall be entitled to the full benefit of the insurance policy thereof including claims that might at any time be outstanding.
- 9.5. Any monies received by virtue of such insurance shall at the discretion of Mogo be applied in replacing or restoring any loss or damage in respect of which the same shall be received in or towards the liquidation of the amount for the time being due by the Borrower to Mogo under this Agreement.

## **10. TRACKING DEVICE**

- 10.1. During the tenor of the Loan, Mogo reserves the right to install a Tracking Device on the Asset, which ensures tracking of the location of the Asset and may provide data on the driving habits and other data related to the use of the Asset.
- 10.2. Any tampering with the Tracking Device by the Borrower or any other party shall, at the sole discretion of Mogo, be considered as an Event of Default.
- 10.3. Immediately upon Mogo's request, the Borrower shall ensure that Mogo or any third party authorized by Mogo shall be granted access to the Asset for checking the Tracking Device, repair or replace it. If the Borrower fails to cooperate, Mogo shall commence repossession procedures of the Asset, within twenty-four (24) hours from the time of notification by Mogo to the Borrower.

## **11. THE BORROWER'S REPRESENTATIONS AND WARRANTIES**

11.1. The Borrower represents and warrants to Mogo as at the date of the Agreement that:

- 11.1.1. He/she has not been induced to enter into the Agreement and is not for any other reason relying upon any statement of fact or opinion or any representation, collateral contract or other assurance or warranty save as expressly contained or referred to in the Agreement or any document referred to in the

Agreement and irrevocably and unconditionally waives any right the Borrower may have to claim damages for any representation (whether or not contained in the Agreement) for any breach of any warranty not contained in the Agreement unless such misrepresentation or warranty was made or given fraudulently; and or to rescind the Agreement.

11.1.2. His/her obligations under the Agreement are his/her legal, valid, and binding obligations, enforceable against him/her in accordance with their respective terms.

11.1.3. There exist no overriding interests or encumbrances or other security whatsoever on the Asset.

11.1.4. He/she has the power to enter into and perform and comply with his/her obligations under the Agreement.

11.1.5. All actions, conditions, and things required to be taken, fulfilled, and done (including the obtaining of any necessary consents and authorizations) for his/her entry into and performance of the Agreement have been taken, fulfilled, and done.

11.1.6. His/her entry into and/or performance of or compliance with his/her obligations under the Agreement does not and will not violate any law to which he/she is subject.

11.1.7. All information which may be submitted to Mogo from time to time is and will be, to his/her knowledge and belief, complete and correct.

## **12. THE BORROWER'S UNDERTAKINGS**

12.1. The Borrower shall:

12.1.1. Do all and whatever is necessary to proceed with and finalize the registration of Asset transfers or security rights and charge registrations envisaged herein and in the Chattels Mortgage without delay.

12.1.2. Co-operate fully with Mogo and require the co-operation of the Seller to resolve any issues that may arise without limitation, in respect of the Loan Facility, the Asset, the sale transaction, and registration of the transfer with Chattels Mortgage and the Caveat.

12.1.3. Subject to any other provision for earlier repayment, repay the Loan Facility in full within the aforesaid Loan Term.

12.1.4. Inform Mogo immediately in writing, in case of any material change in any information submitted to Mogo, or if the Borrower becomes aware of any circumstances which will or may prevent any of the transactions envisaged hereunder to be finalized.

12.1.5. Not revoke any of the executions undertaken herein and necessary to give effect to any of the transactions contemplated hereunder.

12.1.6. Perform and observe all the covenants, conditions, and stipulations herein contained or implied and on the part of the Borrower to be performed and observed.

12.1.7. Not sell, transfer, dispose, gift, charge or in any way further alienate, burden, encumber or give up possession of the Asset or any part of it without the prior written consent of Mogo.

12.1.8. Not use the Asset or any part thereof for purposes other than the intended use notified to Mogo at the time that the Loan Facility was granted, without the prior written consent of Mogo.

12.1.9. Ensure that the Asset is professionally revalued once every six (6) months at the Borrower's expense.

12.1.10. Pay all costs, fees, charges, taxes relating to the preparation and registration of the Agreement, the Chattels Mortgage and the Caveat.

12.1.11. Discharge the Chattels Mortgage and the Caveat upon repayment of the Loan Facility.

12.1.12. Pay all costs and expenses of any nature incurred by Mogo in taking steps to enforce its rights under the Agreement and the Chattels Mortgage, in the Asset as the collateral.

12.1.13. Pay for all searches and valuation assessments of the Asset undertaken by Mogo.

## **13. EVENTS OF DEFAULT**

13.1. Events of Default: Mogo may, without prejudice to any other rights it may have (including termination hereof), refuse to make any amounts available under the Loan Facility, and to claim immediate payment of all amounts outstanding under the Loan Facility, all of which amounts will then become due and payable in full, if:

13.1.1. The Borrower fails to comply with any provision of this Agreement and/or the Chattels Mortgage, all of which are material.

13.1.2. The Borrower fails to co-operate or to require the co-operation of the Seller, or the Seller fails to co-operate with Mogo.

13.1.3. The Asset's sale and purchase, or transfer transaction referred to hereinabove fails.

13.1.4. The Borrower fails to pay any contractual payment due under this Agreement.

13.1.5. The Borrower fails to pay the full down payment amount and/or in time.

13.1.6. The Borrower or anyone in possession of the Asset fails to comply with clause 10.2 of the General Provisions.

13.1.7. The Borrower or anyone in possession of the Asset removes or attempts to remove the Asset from the territory of Uganda.

13.1.8. Any representation or warranty made in connection with the Agreement or any documentation supplied by or on behalf of the Borrower is, in Mogo's opinion, materially incorrect or misleading.

13.1.9. Any Guarantor commits any breach of their obligations to Mogo, whether as Guarantor or otherwise.

13.1.10. A provisional or final order is passed placing the Borrower under sequestration, insolvency, bankruptcy, liquidation, or under judicial management.

13.1.11. Any compromise or arrangement between the Borrower and his/her creditors is sanctioned or otherwise becomes effective.

13.1.12. Any warrant of execution is issued by any competent court attaching any of the Borrower's assets remains unsatisfied for more than seven (7) days after the date on which it is issued.

13.1.13. In Mogo's sole opinion, any deterioration occurs in the Borrower's financial position during the term of the Agreement.

13.1.14. The Borrower transfers any assets in favor of any of his/her creditors or attempts to make any arrangement, compromise, or settlement of any nature with any creditors.

13.1.15. The Borrower made any incorrect or untrue statement or representation in respect of the Loan Facility or his/her financial affairs or does anything which may prejudice Mogo's rights in terms of the Loan Facility or allows it to be prejudiced.

13.1.16. The Borrower fails to maintain and/or insure the Asset as required by Mogo.

13.2. If an Event of Default has occurred and is continuing, the full balance due under the Agreement together with any penalty, interest, and all other charges and expenses owing to Mogo shall become immediately due and payable to Mogo and after compliance with the notice provisions required under applicable law, Mogo will be entitled to enforce its security. Mogo shall have the right to take possession of and sell the Asset in accordance with the Chattels Mortgage.

13.3. Where the Event of Default occurs, the Borrower may voluntarily surrender the Asset to Mogo. In such a case, Mogo shall be entitled to terminate this Agreement having been discharged by the fundamental breach of the Borrower, and thereafter sell the Asset in accordance with the Chattels Mortgage.

## **14. TERMINATION, CANCELLATION, AND WITHDRAWAL**

14.1. Termination: Mogo reserves the right to terminate the Agreement at any time in case any of the Events of Default as set in clause 13 of the Agreement have occurred. In the case of such termination, the Borrower shall be obliged to pay a fixed termination fee of 500,000 UGX.

14.2. Cancellation ("cool-off"): The Borrower has the right to cancel the Loan not later than 3 days after its disbursement, in which case the Borrower shall be obliged to pay a cancellation fee in the amount not exceeding 5% of the Loan. Cancellation of the Loan must be communicated to Mogo by the Borrower in writing.

14.3. Withdrawal: Mogo may, at any time before the disbursement of the Loan (or any part thereof) to or on behalf of the Borrower, withdraw from the Agreement and the Borrower will have no claim against Mogo if Mogo does so.

## **15. NOTICES**

15.1. Form of Notice: Any notice given under the Agreement shall be in writing and may be served personally or by registered or recorded delivery mail, by facsimile transmission, electronic mail, or electronic means.

15.2. Address: Each Party's address for the service of notice shall be the one mentioned in the Special Provisions of the Agreement, or such other address as one Party may specify by written notice to the other.

15.3. Determination of service: A notice shall be deemed to have been served:

15.3.1. if it was served in person, at the time of service;

15.3.2. if it was served by post, forty-eight (48) hours after it was posted;

15.3.3. if it was served by electronic mail, at the time of transmission provided that the sender has not received a transmission report indicating an error.

## **16. JOINT AND SEVERAL LIABILITY**

16.1. Should there be a Guarantor to this Agreement or more than one Borrower, then:

16.1.1. the Borrower and Guarantor shall be jointly and severally liable with the other as co-principal debtor for every indebtedness and obligation of the Borrower to Mogo;

16.1.2. each Guarantor irrevocably and unconditionally jointly and severally (a) guarantees to Mogo the punctual performance by the Borrower of all that Borrower's obligations under this agreement, (b) undertakes with Mogo that whenever a Borrower does not pay any amount when due under or in connection with the loan agreement, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor, and (c) agrees with Mogo that if any obligation guaranteed by it is or becomes unenforceable, invalid, or illegal, it will, as an independent and primary obligation, indemnify Mogo immediately on demand against any cost, loss, or liability it incurs as a result of a Borrower not paying any amount which would, but for such unenforceability, invalidity, or illegality, have been payable by it under the loan agreement on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 16 if the amount claimed had been recoverable on the basis of a guarantee;

16.1.3. all references to "the Borrower" shall be construed as a reference to the Borrower and Guarantor jointly and severally, unless otherwise indicated.

## **17. PERSONAL DATA PROTECTION**

17.1. The Borrower is informed that Mogo shall process the Borrower's personal data, including any customer credit information on the Borrower from any licensed Credit Reference Bureau, financial institution, or any other source for the purpose of assessing creditworthiness and credit risks, verifying the provided information, identifying the Borrower, concluding the Agreement, providing services, and other purposes as set in Mogo's Privacy Policy.

17.2. For the above-mentioned purposes, Mogo may transfer and receive Borrowers' data from third parties, databases, and credit register. By concluding the Agreement, the Borrower acknowledges that they have read and become acquainted with Mogo's Privacy Policy and are informed of their rights as a data subject, the categories, legal basis, and purposes of personal data processing and sharing with third parties.

17.3. The Borrower acknowledges and is informed that the Asset may be equipped with the Tracking Device, which records Asset location information, driving habits, and other data related to the use of the Asset. This data is processed based on Mogo's legitimate interests to ensure the protection of the Asset and its use in accordance with the Agreement.

17.4. Mogo confirms that the collecting, using, disclosing, holding, and processing of personal data shall be in line with applicable Ugandan law.

17.5. This authorization and consent are freely given by the Borrower. The Borrower acknowledges that they have been informed that upon request, Mogo will provide the name or title and contact information of an officer or employee of Mogo who is able to answer questions about the collection, use, and disclosure of personal data information.

## **18. GENERAL**

18.1. Cross-Default: A default by the Borrower of a material term, covenant, warranty, or undertaking of any transaction document including the Agreement or other agreement to which the Borrower and Mogo are parties, or the occurrence of an Event of Default under any such other agreement which is not cured after any required notice and/or cure period, shall entitle Mogo to recall with immediate effect the whole of the monies remaining payable hereunder by the Borrower to Mogo on demand or to repudiate the Agreement if no monies have been disbursed and no costs have been incurred by Mogo as the case may be.

18.2. Liability for Loss: Mogo will not be liable for any loss incurred by the Borrower in terms of the Agreement, except where such loss is caused by Mogo's gross negligence, gross misconduct, and/or willful misconduct.

18.3. No Waiver: The Borrower agrees that no indulgence, assent, express or implied, to any breach by Mogo of any one or more of the provisions of the Agreement shall constitute a waiver, abandonment, or novation of any other breach or of any of the rights of Mogo in terms of the Agreement.

18.4. Assignment:

18.4.1. The Borrower's rights and obligations under the Agreement may not be assigned and transferred to a third person without the prior written consent of Mogo, having accepted such third person as a new borrower, which consent shall be discretionary to Mogo, provided however that in case the Borrower is

deceased, the obligation to repay the outstanding Loan Facility shall be assigned to his/her legal successors, in accordance with the law.

18.4.2. Upon signing of the Agreement, the Borrower hereby irrevocably grants his/her unconditional consent for Mogo to assign and transfer the Agreement, and any of its rights and obligations hereunder, to a third person, which will become the new creditor, subject to a written Notice to the Borrower on the occurred assignment and on the identity of the new creditor.

18.4.3. Upon signing of the Agreement, the Borrower hereby irrevocably grants his/her unconditional consent for Mogo to transfer (cede) claims or parts thereof arising from the Agreement to an unlimited number of third parties, having the right to re-assign such claims to an unlimited number of other parties (jointly the assignees), provided however that in these cases Mogo shall continue to manage the Agreement and remain the contractual party under the Agreement, acting as a creditor agent (trustee) of such assignees, and the Borrower shall remain obliged to make payments hereunder to Mogo directly. The Borrower does not object that Mogo discloses to assignees any information derived from the Agreement, and the Borrower agrees and understands that Mogo is not obliged to inform the Borrower about Mogo's assignment of claims to assignees pursuant to this clause.

18.4.4. The Borrower agrees that Mogo offering (advertising) to third parties the possibility to assign the claims arising from the Agreement, is entitled to publicly disclose to third parties, including by publishing on the website the following information about the Borrower and the Asset: the gender of the Borrower, location, monthly net revenues, expenses, credit history, age, model of the Asset, color, manufacture year, engine capacity, mileage, value, images, and other information about the Borrower and the Asset. By public disclosure (promoting) of the possibility to assign claims arising from the Agreement pursuant to clause 18.4.3 of the General Provisions, Mogo undertakes not to disclose publicly the Borrower's name, personal ID number, telephone number, email address, address, and picture, as well as the Asset state registration number.

18.5. Cumulation of Remedies: Subject to any other express provision of the Agreement to the contrary, no remedy for a breach of any provision of the Agreement which is conferred by any provision of the Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute, or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute, or otherwise. The election of any one remedy by any Party shall not constitute a waiver by such Party of the right to pursue any other remedy.

18.6. Nature of Relationship: Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, or agency between any of the Parties hereto and none of them shall have any authority to bind the others in any way whatsoever other than as contemplated or provided for in the Agreement.

18.7. Accrual of Liabilities: Termination of the Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.

18.8. Entire Agreement: The Agreement and the documents referred to in it contain the whole Agreement between the Parties relating to the transactions contemplated by the Agreement and supersedes all previous agreements, assurances, warranties, understandings, arrangements, promises, or representations between the Parties whether written or oral, relating to its subject matter. No amendment to the Special Provisions of the Agreement will be valid unless ratified in writing by both Parties and executed by authorized representatives of the Parties.

18.9. Severability: Each of the provisions of the Agreement is severable and distinct from the others. If any provision of the Agreement shall to any extent be held, in whole or in part, to be illegal or unenforceable under any enactment or rule of law, that provision shall to that extent be deemed not to form part of the Agreement and the enforceability of the remainder of the Agreement shall not be affected thereby. In case any conflict arises between the Special Provisions of the Agreement and the General Provisions of the Agreement regarding the same matter, the provisions of the Special Provisions shall prevail.

18.10. Governing Law: The Agreement shall be governed by and construed and interpreted in accordance with the Laws of Uganda.

18.11. Jurisdiction: By executing the Agreement, both Parties consent to the exclusive jurisdiction of the courts of law of the Republic of Uganda to settle any issue, dispute, claim, controversy, difference, question, or claims for compensation or otherwise, between them and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with the Agreement.









