

Amasezerano y'Inguzanyo No CR- «CRE_CONTRATO»

Aya Masezerano akozwe kuwa 13/05/2025.

HAGATI YA

AB RWANDA PLC (Yahozwe yitwa AB BANK PLC): Sosiyete Nyarwanda ifite icyicaro gikuru i Kigali Akarere ka Nyarugenge, Umurenge wa Nyarugenge, Akagari ka Kiyovu; 78 St 15 Kigali, yanditswe muburyo bwemewe n'amategeko nk'ikigo cy'imari iciriritse ikaba ifite icyemezo No. 102802551 hamwe n'icyemezo cyo gukora imirimo ya Banki numero 17 (muri aya masezerano yitwa "Ikigo cy'Imari" ku ruhande rumwe:

na

«**CLI_NOMBRE**» utuye («**CLI_DOMICI**») akaba afite Indangamuntu y'u Rwanda/Urupapuro rw'Abajya mu mahanga No. «**CLI_NUMDOC**» (muri aya masezerano yitwa "Uguza").

HASHINGIYE KO

- A. Uguza (Abaguza) yifuza kubona inguzanyo mu kigo cy'imari kandi inguzanyo igamije ibi bikurikira: Amafaranga y'igishoro / Kugura imitungo itimukanwa / Kuvugurura.
- B. Ikigo cy'imari cyemeye guha inguzanyo Uguza (Abaguza) y'amafaranga y'u Rwanda angana «**CRE_MONAPR**» («**CRE_MONLET**») ku mpamvu ivuzwe haruguru.
- C. Impande zombi zemeranyije ko igihe inguzanyo igomba kumara ari amezi «**CRE_NUMCUO**» kandi ko imikoranire yabo izaba ishingiye ku bikubiye, ibiteganyijwe ndetse n'ibyumvikanyweho muri aya masezerano.
- D. Usinya wa kabiri kur'uhande rw' Uguza (Abaguza) afite inshingano n'uburenganzira bungana nubw'uguzi.
- E. Impande zombi zemeranyije ko mu mafaranga y'inguzanyo yatanze, Uguza azabika amafamafaranga yumvikanyeho na ikigo cy'imari kuri konti y'ingwate y'amafaranga yafunguwe n'uguzi. Aya mafaranga yabitswe n'uguzi kuri konti y'ingwate y'amafaranga azabarwa nk'ingwate y'amafaranga kandi ntiyemerewe kuyabikuzi atabihereye uburenganzira na ikigo cy'imari.

AYA MASEZERANO ARATEGANYA ibi bikurikira:

Ingungu ya 1: Imiterere y'Inguzanyo

- 1.1 Inguzanyo izanyuzwa kuri Konti Isanzwe ifungurirwa Uguza (Abaguza) na ikigo cy'imari ikaba ariyo izajya yishyuriraho inguzanyo.

Ingungu ya 2: Ijanisha ku nyungu & amafaranga agenda ku gucunga inguzanyo

- 2.1 Ijanisha ku nyungu ya buri kwezi ku nguzanyo ni «**CRE_TASA**» kandi ibarwa n'ikigo cy'imari guhera ku itariki inguzanyo itangiweho kugeza igihe inguzanyo yose

izaba imaze kwishyurwa n'Uwahawe inguzanyo. Inyungu yishyurwa ya buri kwezi ibarirwa ku nguzanyo fatizo uko igenda igabanyuka.

- 2.2 Ikigo cy'imari gica amafaranga yo gucunga inguzanyo angana na «**CRE_TASADM**»% (habariwemo umusoro ku nyungu VAT) y'amafaranga y'inguzanyo akurwa ku mafaranga yemejwe mu gihe cyo gutanga inguzanyo.
- 2.3 Ikigo cy'imari gica amafaranga angana na 0.3% buri kwezi yo gukurikirana inguzanyo acibwa ku mafaranga yemerewe uhawe inguzanyo
- 2.4 Uguza (Abaguza) azishyura amafaranga yo gucunga konti, hakurikijwe uko urutonde rw'ikigo cy'imari 'Cyayo mafaranga rubigaragaza, nk'uko isohoka buri gihe. rubigaragaza, nk'uko isohoka buri gihe.

Ingungu ya 3: Kwishyura inguzanyo

- 3.1 Uguza (Abaguza) agomba (bagomba) kwishyura inguzanyo hakurikijwe Ingengabihe yo Kwishyura iri ku mugereka kandi nayo iri mu bigize aya Masezerano. Isaha ntarengwa yo kwishyura ni sa sita z'amanywa.
- 3.2 Ikigo cy'imari kizakura kuri konti y'ukubika n'ukubikuzi cyangwa iyo ariyo yose Uguza (abaguza) afite (bafite) mu Kigo, amafaranga agomba gukatwa iyo igihe cyo kwishyura kigeze hakurikijwe ibiri ku Ngengabihe yo Kwishyura kandi Uwahawe inguzanyo agomba gukora ku buryo kuri buri tariki yo kwishyuriraho aba afite amafaranga ahagije kuri konti ye kugira ngo amafaranga akatwa aboneke.
- 3.3 Iyo itariki yo gukata amafaranga ihuriranye n'umunsi w'ikiruhuko hakurikijwe Ingengabihe yo Kwishyura, kwishyura amafaranga bikorwa ku munsi w'akazi ukurikiraho.

3.4 Amafaranga agomba kwishyurwa hakurikijwe Amasezerano abarwa mu buryo bukurikira: amafaranga ku bwishyu, inyungu, inguzanyo fatizo n'amafaranga yo gukurikirana inguzanyo.

Ingingo ya 4: Kwishyura mbere y'igihe giteganyijwe

4.1 Kurangiza kwishyura inguzanyo mbere y'igihe cyateganyijwe, bigomba kumenyeshwa Ikigo cy'Imari munyandiko. Iyo kwishyura mbere y'igihe giteganyijwe bisabwe n'indi banki cyangwa ikindi kigo k'imari, amafaranga acibwa yo kurangiza inguzanyo ni 10% by'amafaranga yose y'ibyiciro byo kwishyura bisigaye

Ingingo ya 5: Gukererwa Kwishyura, Amafaranga

Yishyurwa n'andi atangwa ku birebana n'amategeko

5.1 Gutinda kwishyura icyiciro cy'amafaranga bitewe nuko Uguza (Abaguza) atubahirije Ingengabihe yo Kwishyura bituma acibwa inyungu y'ubukererwe ingana na 0.5% ku muni abarwa ku mafaranga arimubirane.

5.2 Igihe habaye kutishyura hakurikijwe Ingengabihe yo Kwishyura, Uguza (Abaguza) niwe wirengera amafaranga agenda mu rwego rwo gukurikirana ubwishyu mu m'amategeko n'andi mafaranga akoreshwa n'Ikigo cy'Imari mu kwishyura amafaranga Uguza wahawe inguzanyo agomba kwishyura Ikigo cy'Imari hashingiwe kuri aya Masezerano.

Ingingo ya 6: Abishingizi n'ingwate

6.1 Amasezerano y'ubwishingizi n'Amasezerano y'ingwate akorwa hakurikijwe aya Masezerano y'inguzanyo n'uburenganzira n'inshingano bikubiyemo ni kimwe mu bigize aya Masezerano.

6.2 Uguza (abaguza) ntashobora kubuzwa gutanga ingwate mu Masezerano y'ingwate yavuzwe mu Ngingo ya 6.1.

6.3 Hashingiwe ku bikubiye muri buri Masezerano yihariye, Amasezerano yavuzwe mu Ngingo ya 6.1 hejuru ntabwo ashobora guta agaciro mbere yuko inguzanyo yose yishyurwa.

6.4 Igihe ingwate iri mu masezerano y'umugereka ibuze cyangwa ikangirika Uguza (Abaguza) abimenyeshya Ikigo cy'Imari ako kanya agahita atanga indi ngwate kandi ihagije.

Ingingo ya 7: Uburenganzira n'inshingano by'Uguza (Abaguza)

7.1 Uguza (Abaguza) afite uburenganzira bwo kubona inguzanyo no kuyikoresha

hakurikijwe ibikubiye n'ibiteganywa muri aya Masezerano.

7.2 Ibyiciro byo kwishyura amafaranga bigomba gutangwa hashingiwe kuri aya Masezerano bigomba kwishyurirwa kuri gishe bikoze n' (n'umwe mu) Uguza (abaguza) uvuga izina rye na nimeru za konti ye isanzwe igihe cyo kwishyura.

7.3 Mu gihe cyo kwishyura buri cyiciro cy'amafaranga Uguza (abaguza) agomba guhabwa inyemezabwishyu yemeza ko amafaranga yishyuwe, iyo nyemezabwishyu igomba kubikwa neza nk'ikimenyetso cy'iyishyurwa ry'amafaranga kugeza igihe amafaranga yose agomba kwishyurwa azarangira kwishyurwa.

7.4 Uguza (Abaguza) ntagomba gukoresha inguzanyo ibitandukanye n'ibiteganyijwe mu Masezerano.

7.5 Uguza (Abaguza) agomba guhita amenyeshya Ikigo cy'Imari ibibazo byose bigira icyo bihindura ku miterere y'imari ye, imiterere y'ibyo akora/ubucuruzi bwe, ibibazo byaba biri mu rugo ndetse n'impinduka mu micungire y'umutungo w'abashyiranywe.

7.6 Uguza (Abaguza) azakenera kwemererwa n'Ikigo cy'Imari mbere y'uko:

a) agurisha kimwe cyangwa byose mu bigize imitungo itimukanwa akoresha mu kazi ke;

b) afata inshingano zo mu rwego rw'imari z'igihe giciriritse cyangwa kirekire;

c) agwatiriza cyangwa agurisha ingwate.

7.7 Uguza agomba kwerekana ko yishyuye ubwishingizi bw'inguzanyo bwemewe n'Ikigo cy'Imari. Mugihe bibaye ngombwa, ugaza ashobora guha Ikigo uburenganzira bwokumwishyurira ubwishingizi bw'inguzanyo ariko ay'amafaranga azakurwa kuri konti ari yo yose y'uguzwa.

Ingingo ya 8: Uburenganzira n'inshingano by'impande zombi

8.1 Ikigo cy'Imari cyangwa ugihagarariye wemewe n'amategeko ashobora igihe cyose gusura aho Uguza (Abaguza) akorera ndetse n'awe mu rugo kugira ngo habeho:

a) kugenzura niba ingwate ihari n'uko imeze;

b) kugenzura imiterere y'imari y'uguzwa no;

c) kugenzura ikoresha ry'inguzanyo.

8.2 Igihe Uguza (Abaguza) atabashije kwishyura amafaranga agomba kwishyura Ikigo cy'Imari hakurikijwe Amasezerano y'inguzanyo, Ikigo cy'Imari igumana uburenganzira bwo gukura amafaranga kuri konti zose z'Uguza (abaguza) ziri mu Kigo kugira ngo yiyishyure icyiciro cy'amafaranga yakerewe kwishyura. Amafaranga azakurwa

- kuri konti nyuma ya sa kumi (16h) ku muni wo kwishyura.
- 8.3 Uguza aha uburenganzira umukozi w'ikigo kwandikisha imitungo ikurikira atanze ng'igwate z'ikigo
- a)
- b)
- 8.4 Uguza (Abaguza) inguzanyo yemerera ikigo cy'Imari kugaragaza uko kwishyura/kutishyura ibyiciro by'amafaranga bimeze ku mpande zibiyifuzza zatanze ubwishingizi cyangwa ingwate mu itangwa ry'inguzanyo.
- 8.5 Ikigo cy'Imari gifite uburenganzira busesuye bwo gusesa ku giti cyayo Amasezerano no gusaba ko amafaranga yose y'inguzanyo fatizo atarishyurwa, inyungu, n'izindi nyungu ziyanye no kwishyura inguzanyo bihita byishyurwa no gushingana ingwate y'inguzanyo hakuricyijwe icyemezo cy'Urukiko aho bibaye ngombwa igihe habaye kimwe muri ibi bibazo bikurikira (aho buri, 'Kintu cyatuma hatabaho kwishyura'):
- a) Uguza (Abaguza) atabashije kwishyura icyiciro cy'amafaranga ku gihe nk'uko biteganyijwe mu Ngengabihe yo Kwishyura iri ku mugereka;
- b) Igihe bigaragaye ko Uguza (Abaguza) atakoresheje inguzanyo icyo yari iteganyirijwe mu Masezerano;
- c) Igihe bigaragaye ko Uguza (Abaguza) hari ibyo yakoze byatumye atenguha ikigo cy'Imari mu buryo bwose, harimo nko kuba Uguza (Abaguza) yaratanze amakuru atariyo cyangwa atuzuye arebana n'ibyo akora, imiterere y'imari ye, cyangwa ibindi bintu bifatika bishobora kugaragara nk'ibifite agaciro gakomeye birebana n'ubushobozi bw' Uguza (Abaguza) mu kuzuza ibikubiye muri aya Masezerano;
- d) Hari Urwego rwa Leta cyangwa icyemezo cy'urukiko gishyira ingwate mu mutungo wa Leta, rufatira, rwimura ingurane kubera inyungu rusange, cyangwa se rugenzura kimwe cyangwa byose mu bigize ibyo acuruza, ibyo akora, ibyo atunze cyangwa indi mitungo y'Uguza cyangwa imigabane ye, cyangwa rukora ibikorwa byo kubuza Uguza cyangwa ikindi gikorwa gishobora kubuza Uguza gukomeza kimwe mu bikorwa cyangwa se byose mu bikorwa by'ubucuruzi cyangwa ibikorwa bye hakurikijwe amategeko y'u Rwanda.
- Usesa ubucuruzi, umuhesha w'inkiko, umwakirizi cyangwa undi mukozi ufite inshingano nk'izo ashwirwaho mu rwego rwo kureba imbogamizi zose zatumye hafatirwa:
- Umushinga cyangwa umutungo wose cyangwa igice cyawo by'Uguza; cyangwa
 - Hari ikurikiranwa mu rukiko ryatangijwe rigamiye kugaragaza ko Uguza yahombye cyangwa atabasha kwishyura cyangwa kugaragaza ko ubucuruzi bwe busheshwe kandi iryo kurikiranwa rikaba ritaburijwemo mu gihe cy'iminsi 30.
- e) Igihe habayeho Ingaruka Mbi. Ingaruka Mbi zisobonura:
- Ihinduka iryo ariryo ryose ku miterere y'imari, umutungo, irangamiterere mu by'amategeko by' Uguza (Abaguza).
 - Ihinduka ku miterere y'isoko bituma habaho inkomyi zikomeye ku kubaho kw'ibikorwa by'Uguza n'ubushobozi bwe bwo kwishyura inguzanyo;
 - Ihinduka ry'ibikorwa by'Uguza ku buryo byamubera inkomyi mu gukomeza imirimo ye.
 - Ihinduka rigira ingaruka zikomeye cyane cyangwa ryitezweho kuba rishobora kugira ingaruka ku; (i) uburenganzira bw'Uguza bwo kugira inyungu cyangwa imigabane (iyo bishoboka) cyangwa uburenganzira bw'Uguza bwo kugira imitungo yimukanwa; ibikorwa, imitungo, ubucuruzi cyangwa imiterere (y'iby'imari cyangwa ibindi), (ii) Uburenganzira n'iyubahirizwa ry'uburenganzira bw'ikigo cy'Imari bikubiye muri aya masezerano y'inguzanyo cyangwa (iii) ubushobozi bw'Uguza bwo kwishyura inguzanyo hashingiwe ku ngingo z'amasezerano ayigenga.
- f) Uguza (Abaguza) ahagaritse kubahiriza ibikubiye cyangwa ibisabwa muri aya Masezerano kandi iyo uko guhagarika gukomeje ntibikemuke mu gihe cy'iminsi (30) nyuma yuko Uguza (Abaguza) inguzanyo abimenyeshajwe;
- g) Imyitwarire y'Uguza (Abaguza) inguzanyo ituma habaho igihombo nk'uko biteganywa n'amategeko y'u Rwanda; Nubwo ikigo cy'Imari cyasesa amasezerano akubiye mu biteganyijwe, kugira ngo hubahirizwe ibiteganywa n'amategeko, Uguza (Abaguza) akomeza kwishyura amafaranga yose agomba kwishyura ikigo.
- 8.6 Ikigo gishobora guha amakuru y'Uguza Ibiro by'Igenzura ry'abarimo Inguzanyo (Credit Reference Bureau) igihe atishyura. Uguza ashobora gusaba kubwirwa amakuru agenda ashwirwa ahagaragara, guhabwa no gutanga amakuru no gukosora ibisabwa bya ngombwa kuri CRB.
- 8.7 Uguza (Abaguza) ntashobora gutanga cyangwa guhererekanya bumwe cyangwa bwose mu burenganzira bwe n'inshingano ze biri cyangwa birebana n'aya Masezerano, atabanje kubona icyemezo cyanditse cy'ikigo

- cy'Imari (gishobora gutangwa ku Bushake bw'lkigo cy'Imari).
- 8.8 Igihe icyo ari cyo cyose Ikiyaga cy'Imari ishobora guha uburenganzira bwayo buri muri aya Masezerano undi muntu kandi ntabwo ari ngombwa kubisabira uburenganzira Uguza.
- 8.9 Uguza (Abaguzza) agomba kwirengera amafaranga agenda ku kwandikisha ingwate zirebana n'Amasezerano y'inguzanyo ndetse n'amafaranga yo gushinganisha inguzanyo cyangwa ingwate mubigo by'ubwishingizi.

Ingingo ya 9: Imenyeshya

Imenyeshya ryose n'izindi nyandiko zirebana n'aya masezerano bigomba kuba byanditse kandi bigashyikirizwa Ikiyaga cy'Imari ku biro byayo bizwi cyangwa kuri rimwe mu mashami yayo, cyangwa bikoherezwa aho Uguza (Abaguzza) inguzanyo aherereye hazwi n'lkigo cy'Imari.

Ingingo ya 10: Gusesa Amasezerano

Ikiyaga cy'Imari yonyine niyo ishobora gusesa aya masezerano hakurikijwe ibiteganyijwe mu Ingingo ya 8.4, bitabaye ibyo aya masezerano akomeza gukurikizwa kugeza igihe Uguza (Abaguzza) yujuriye inshingano ze akaba aribwo yasesa amasezerano.

Ingingo ya 11: Ingingo z'inyongera

- 11.1 Uguza (Abaguzza) yemera kandi yemeza ko ibitabo na Konti by'lkigo cy'Imari ari byo gihamya cyonyine byerekana umubare w'amafaranga agomba kwishyura cyangwa amafaranga Uguza agomba kwishyura ku nguzanyo yahawe.
- 11.2 Impaka hagati y'lkigo cy'Imari na Nyiri Ingwate zidashobora gukemuka mu bwumvikane bw'impande zombi mu gihe cy'iminsi cumi n'itanu (15) uhereye igihe impaka zatangiye zizakemurwa n'Inkiko

z'Ubucuruzi za Kigali hakurikijwe amategeko y'U Rwanda.

Nyamara impaka zirebana n'ingwate yanditswe mu gitabo cyandikwamo ingwate mu biro by'Umwanditsi Mukuru zidashobora gukemuka mu bwumvikane bw'impande zombi mu gihe cy'iminsi mirongo itatu (30) zizakemurwa hakurikijwe amategeko y'U Rwanda.

- 11.3. Umwimerere w'ay'amasezerano wateguwe m'ururimi rw'icyongereza uhindurwa mu Kinyarwanda, igihe habaho kwitiranyo insobanuro y'ijambo cyangwa se igika, hakwifashishwa ururimi rw'icyongereza.
- 11.4. Uguta agaciro kw'ingingo imwe cyangwa ingingo nyinshi z'aya masezerano, ntibizabuza izindi ingingo zisigaye kugumana agaciro kazo. Impande zombi zemeranyijwe ko ingingo yose izaba itagifite agaciro muri aya masezerano izahindurwa kugirango ihuze n'icyo impande zombi zagendereye mugukora aya masezerano.

Ingingo ya 12: Ubwumvikane busesuye

Aya masezerano akubiyemo ubwumvikane busesuye bw'abayasinye hashingiwe ku biyakubiyemo kandi haseguriwe Amasezerano y'Ubwishingire n'Amasezerano y'ingwate, nta yandi masezerano, ibikubiye mu yandi masezerano, ibisabwa cyangwa inshingano, amabwiriza mu magambo cyangwa yanditse akurikizwa uretse aya masezerano haseguriwe ibiteganywa n'amategeko cyangwa ibwirizaritanzwe na Banki Nkuru y'Igihugu cyangwa urundi rwego rufata ibyemezo.

Ingingo ya 13: Itegeko rigenga amasezerano

Aya Masezerano agengwa n' amategeko ya Repubulika y'u Rwanda.

Kurinda amakuru bwite n'imibereho bwite by'umuntu. Amakuru yose yumuntu akubiye muri aya masezerano azatunganywa kandi arindwe nkuko biteganywa n'Itegeko N° 058/2021 yo kuwa 13/10/2021 ryerekeye kurinda amakuru bwite n'imibereho bwite by'umuntu, ku bijyanye no kubika, gutunganya amakuru bwite no guhindura igihe habayeho impinduka ku bikorwa bijyanye amakuru bwite n'imibereho bwite by'umuntu, impande zombi zigomba gukoresha uburyo bunoze bwo kurinda amakuru yihariye kandi akazirikana ko gutanga amakuru cyangwa amakuru atabifitiye uburenganzira uruhande rwatanze amakuru rutabihereye uburenganzira ruzabiryoza ndetse runabitangire n'indishyi k'uzaba yatangiye amakuru ye bwite.

Ikiyaga cy'Imari ki ibinyujije k'Uyihagarariye mu buryo bwemewe n'uguzza bahamije ko aya masezerano ashirwa mu bikorwa uko bikwiye ku munsu n'umwaka byavuzwe haruguru.



Bishyizweho umukono na

KURUHANDE RW'IKIGO CY'IMARI

Umukono:

Amazina:

Nk'Umugenzuzi / Umuyobozi w'Ishami / Uhagarariye AB Rwanda PLC Nk'Umugenzuzi / Umuyobozi w'Ishami / Uhagarariye AB Rwanda PLC

Bishyizweho umukono na

Umukono:

Amazina:

Umukozi ugira inama abakiriya/Umukozi ushinzwe inguzanyo

KURUHANDE RW'UGUZA

Bishyizweho umukono na

Umukono:

Amazina:

Uguza

Loan Agreement No CR- «CRE_CONTRATO»

This Agreement is effective 13/05/2025

BETWEEN:

AB Rwanda PLC (Formerly AB BANK RWANDA PLC) a duly licensed DTMFI incorporated under the Laws of Rwanda, Central Bank license N°17 and Company Registration Number (CRN) 102802551, with its head office located in Kigali City Province, Nyarugenge District, Nyarugenge Sector, Kiyovu cell, Street no. 78 Building No. 15 and P.O. BOX 671 and hereinafter referred to as « **Financial Institution** », of the one hand;

And

«**CLI_NOMBRE**» of («**CLI_DOMICI**»); whose **National Identification Card/ Rwandan Passport** No. is «**CLI_NUMDOC**» (hereinafter referred to as the «**Borrower**»).

WHEREAS

- A. The Borrower(s) is/are desirous of obtaining a loan from the Financial institution for the purpose of: Working Capital
- B. The Financial institution has agreed to lend the Borrower(s) the sum of RWF «**CRE_MONAPR**» («**CRE_MONLET**») for the above stated purpose.
- C. The parties have agreed that the maturity of the loan is «**CRE_NUMCUO**» months and have agreed that their relationship shall be based on the following terms conditions and understandings.
- D. The Borrower may be obliged to have a co-signatory to this Agreement who may where applicable have the same rights and obligations as the Borrower.
- E. The Parties have agreed that part the loan disbursed shall be deducted as cash collateral and saved on the cash collateral account of the the Borrower in the Financial institution. The cash collateral shall not be withdrawn without prior consent of the Financial institution.

NOW THIS AGREEMENT WITNESSETH as follows:

Article 1: Provision of the Loan

- 1.1 The Loan shall be provided on a Current Account opened for the Borrower(s) with the Financial Institution into which the loan will be disbursed.
- 1.2 The loan shall be available for withdrawal by the Borrower(s) on the date of signing this Agreement.

Article 2: Interest rate & Administration Fee

- 2.1 The monthly interest rate of the loan is «**CRE_TASA**»% and is calculated by the Financial institution from the date of loan disbursement to the date of full repayment of the loan by the Borrower. The monthly interest payment is calculated on the declining outstanding principal.

- 2.2 The Financial institution shall charge a loan administration fee of «**CRE_TASADM**»% of the loan amount deductible from the approved amount at disbursement.
- 2.3 The Financial institution shall also charge a monthly loan monitoring fee of 0.3% of the loan amount deductible from the approved amount at disbursement.
- 2.4 The Borrower(s) shall pay any relevant account fees/according to the Institutional's prevailing List of Tariffs as published from time to time.

Article 3: Loan repayment

- 3.1 The Borrower(s) is/are obliged to repay the loan according to the attached Payment Plan, which forms an integral part of the Agreement. Payment should be made before noon (12pm) on the date of payment.
- 3.2 The Financial institution will debit any current or any other account belonging to the Borrower(s) with the payable instalments when the payment is due according to the Payment Plan and the Borrower(s) is/are obliged to make sure on each payment date that s/he has enough money on his/her accounts to cover the instalment.
- 3.3 If the instalment payment date according to the Payment Plan coincides with a holiday, then the payment shall take place on the next banking day.
- 3.4 Payments due under the Agreement will be covered in the following order: recovery fees, interest, and principal.

Article 4: Anticipated Early Repayment

Anticipated Early repayment of the loan shall be communicated to the Financial institution in writing.

The early repayment on the loan shall be subject to a 10% charge of the outstanding principal in the event another creditor wishes to buy out the Borrower's Loan.

Article 5: Overdue Payments, Legal Costs and Expenses

- 5.1 Overdue instalments resulting from non-adherence by the Borrower(s) to the Payment Plan shall attract interest at a rate of «CRE_TASMOR»% per day calculated on the instalment(s) in arrears.
- 5.2 In case of non-payment in accordance with the Payment Plan, the Borrower(s) shall bear all legal costs and expenses incurred by the Financial institution in recovering any amounts due to the Institution under this Agreement.

Article 6: Guarantors and Collateral

- 6.1 The Guarantee Agreement(s) and Collateral Agreement(s) made pursuant to and in contemplation of this Loan Agreement and the rights and obligations therein are integral to this Agreement.
- 6.2 The Borrower(s) hereunder shall not be excluded from themselves providing collateral under the Collateral Agreement mentioned in clause 6.1.
- 6.3 Subject to the terms of each particular Agreement, the Agreements mentioned in clause 6.1 above cannot be annulled before the full repayment of the loan.
- 6.4 In the event that the collateral(s) in the attached Agreement(s) disappear(s) or deteriorate(s) the Borrower(s) shall inform the Institution immediately and must provide new, sufficient collateral(s).

Article 7: Rights and obligations of the Borrower(s)

- 7.1 The Borrower(s) has/have the right to receive and use the loan on the terms and conditions stipulated herein.
- 7.2 The instalments required to be paid under this Agreement shall be paid at the cash box by (one of) the Borrower(s) who shall provide his/her name and his/her/their current account number at the time of paying.
- 7.3 Upon paying each instalment the Borrower(s) shall be issued with a receipt evincing the deposit which they must keep safely as proof of the instalment until the entire amount due has been paid.
- 7.4 The Borrower(s) must not use the loan for a different purpose than here stipulated in this Agreement.
- 7.5 The Borrower(s) must inform the Financial institution immediately about all incidences which change his/her/their financial situation,

- the situation of his/her/their business, his/her/their domicile or his/her/their marital status and regime.
- 7.6. The Borrower shall purchase a loan protection insurance policy from an insurer recognized by the Institution in order to insure repayment of the loan. The Financial institution reserves the right to purchase the loan protection insurance policy on behalf of the Borrower when required. The Institution reserves the right to deduct the amount of the premium paid directly through any of the Borrower's accounts in the event that it purchases the Loan Protection Insurance Policy on behalf of the Borrower.
- 7.7 The Borrower(s) will need the Financial institution's approval when:
 - a) selling partly or entirely his/her fixed business assets
 - b) taking medium or long-term liabilities pledges or sells the collateral

Article 8: Rights and obligations of the parties

- 8.1 The Financial institution and its authorized representatives can at any time visit the business and household premises of the Borrower(s) in order to:
 - a) verify existence and state of the collateral;
 - b) check the financial situation of the Borrower; and
 - c) verify the use of the loan.
- 8.2 In the event of the Borrower(s) failing to pay any amount due to the Financial institution under the Loan Agreement, the it reserves the right to debit any and all accounts of the Borrower(s) held with the Institution in order to cover the overdue instalment. The debit will be initiated after 4pm on the due date.
- 8.3. The Borrower hereby appoints any staff so authorized by the Institution to be his/her truly and lawful attorney/ representative in order to do or to perform any and all acts and things reasonably necessary and proper for carrying out the registration of the mortgage on the first rank for the following property (ies):
 - a)
 - b)
- 8.4 The Borrower(s) hereby authorise the Financial institution to disclose the status of payment/non-payment of instalments to the interested parties securing the loan by Guarantee or Collateral.
- 8.5 The Financial institution has the right to unilaterally terminate the Agreement and to demand immediate and full payment of the entire outstanding principal, interest, and other charges related to loan recovery as well as to seize any collateral securing the loan upon authorisation of the court, where applicable, in any of the following cases (each, an 'Event of Default'):

- a) The Borrower(s) fail to pay any due instalment punctually as outlined in the attached Payment Plan.
- b) It is discovered that the Borrower(s) did not use the loan for the purposes indicated in this Agreement.
- c) it is discovered that the Borrower(s) have taken actions to mislead the Financial institution in anyway, including but not limited to the Borrower(s) presenting false or incomplete information regarding their entrepreneurial activity, financial situation, or other facts which are found to be of significant importance in relation to the ability of the Borrower(s) to fulfil the terms of this Agreement;
- d) Any (governmental) authority condemns, nationalizes, seizes, expropriates, or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets of the Borrower or of its share capital, or takes any action for the dissolution of the Borrower or any action that would prevent the Borrower from carrying on all or a substantial part of its business or operations within the legal framework of Rwanda.
- Any liquidator, judicial custodian, receiver, administrative receiver or trustee or analogous officer is appointed with respect to any encumbrance lawfully takes possession of:
- The whole or any material part of the undertaking or assets of the Borrower; or
 - Any petition is filed seeking the above or seeking to declare the Borrower bankrupt or insolvent or the winding up or liquidation of its affairs and that petition is not dismissed within 30 days.
- e) In case a Material Adverse Effect occurs. Material Adverse Effect shall be construed to mean:
- any change in the financial situation, property, organizational/legal status of the Borrower(s);
 - a change in the market situation which creates a significant threat to the viability of the Borrowers' activity and capacity to repay the loan;
 - The Borrower's activities change in such a way that they can pose a threat to the continuity of the Borrower.
 - change which materially and adversely affects or could reasonably be expected to materially and adversely affect (i) the ownership of interests or shares held in the Borrower itself (where applicable) or in the ownership of assets of the Borrower; the operations, properties, business or condition (financial or otherwise) of Borrower, (ii) the rights and remedies of the Financial institution under the Loan Agreement or (iii) the ability of Borrower to repay the Loan in accordance with its terms.
- f) The Borrower(s) breach any term or condition of this Agreement and such breach continues un remedied for thirty (30) days after the Borrower(s) become aware;
- g) The conduct of the Borrower(s) amounts to an act of Bankruptcy as provided for by the laws of Rwanda;
- Notwithstanding the Financial institution terminating the agreement under this provision, to the fullest extent applicable under the law, the Borrower(s) shall still be liable for any sums that are still owing to the financial institution.
- 8.5 The Financial institution may submit the Borrower's data to a Credit Reference Bureau (CRB) in the event of default. The borrower may request to be informed of which data items are routinely disclosed and to be given information to make a data access and correction request to the relevant CRB.
- 8.6 The Borrower(s) shall not assign nor transfer all or any of their rights and obligations under or in relation to this Agreement, without first obtaining the written consent of the Financial institution (which may be given at the Institution's absolute discretion).
- 8.7 The Financial institution may at any time assign all or any of its rights under this Agreement to any person and no consent shall be required from the Borrower(s) to any such assignment.
- 8.8 The Borrower(s) shall bear the costs of or in relation to the registration of any security document relating to this Loan Agreement.
- Article 9: Notices**
- Any notice and other communications in connection with this Agreement shall be in writing and shall be deemed to have been properly served if delivered by hand to the Financial institution at its registered office or to one of its branches, or delivered to the Borrower(s) at any last known address.
- Article 10: Termination**
- Only the Financial institution may terminate this agreement as provided for in clause 8.4, otherwise this Agreement shall remain in force until complete fulfilment of the obligations of the Borrower(s) herein and shall only terminate thereafter.
- Article 11: Additional provisions**
- 11.1 The Borrower(s) hereby acknowledge and concede that the Institutions books and accounts shall be sole evidence of the sum

- due or which the Borrower(s) is/are bound to pay in respect of the credit.
- 11.2 Disputes between parties which cannot be resolved by means of amicable mutual settlement within fifteen (15) days of the dispute having arisen shall be referred to competent Courts in accordance with the laws of Rwanda. For avoidance of doubt, disputes that involve loan amounts with secured collateral shall be subject to a minimum thirty (30) day notice for resolving of the dispute before legal action is taken.
- 11.3. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. Parties agree that any unenforceable provision within this Agreement will be modified to reflect the parties' original intention.

Article 12: Entire Understanding

This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and save for the Agreement for Collateral and the Guarantee Agreement there are no other promises, terms, conditions or obligations oral or written express or implied other than those contained in this agreement save as may be imposed by statute or other compulsory regulation issued by the National Bank of Rwanda or other regulator.

Article 13: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Rwanda.

Personal Data Protection and privacy. All personal data contained in the agreement shall be processed and protected in accordance with law number N° 058/2021 of 13/10/**2021** relating to the protection of personal data and privacy, with regard to the processing of personal data and any amendments or re-enactment related to the personal data. Each party shall maintain effective personal data protection system and bear in mind that any unauthorized access of the data or personal information will lead to liability and indemnification of the other party for the loss or the liability arising as a result of such action.

IN WITNESS THEREOF the Financial Institution through its duly authorized representative and the Borrower(s) have caused this Agreement to be duly executed the day and year first before written.

FOR THE Financial Institution (AB RWANDA FORMER AB BANK RWANDA PLC)

Signed by -----
Name: -----

As Supervisor/ Branch Manager duly authorized for and on behalf of AB Rwanda PLC

In the presence of:
Client Adviser/Credit Back Officer:
Signature: -----
Name: -----

FOR THE BORROWER

Borrower
Signature: -----
Name: -----

Contrat de Prêt

N° CR- «CRE_CONTRATO»

Ce contrat prend effet le **30/04/2025**

ENTRE :

AB Rwanda PLC (anciennement **AB BANK RWANDA PLC**), une institution de microfinance dûment agréée, constituée conformément aux lois du Rwanda, licence n°17 de la Banque Centrale et numéro d'enregistrement de la société (CRN) 102802551, dont le siège est situé à Kigali, Province de la Ville de Kigali, District de Nyarugenge, Secteur de Nyarugenge, Cellule de Kiyovu, *Rue n°78, Bâtiment n°15*, B.P. 671, ci-après dénommée « **l'Institution Financière** »,

ET

«**CLI_NOMBRE**», domicilié(e) à («**CLI_DOMICI**»), titulaire de la *carte d'identité nationale / passeport rwandais* n° «**CLI_NUMDOC**», ci-après dénommé(e) « **l'Emprunteur** ».

Considérant que :

- A. Emprunteur souhaite obtenir un prêt de l'Institution Financière à des fins de fonds de roulement.
- B. L'Institution Financière accepte de prêter à l'Emprunteur la somme de RWF «**CRE_MONAPR**» («**CRE_MONLET**») pour l'objectif susmentionné.
- C. Les parties conviennent que la durée du prêt est de «**CRE_NUMCUO**» mois et que leur relation sera régie par les termes, conditions et accords suivants.
- D. L'Emprunteur peut être tenu d'avoir un co-signataire à ce contrat, qui, le cas échéant, aura les mêmes droits et obligations que l'Emprunteur.
- E. Les parties conviennent qu'une partie du prêt déboursé sera déduite en tant que garantie en espèces et déposée sur le compte de garantie en espèces de l'Emprunteur auprès de l'Institution Financière.

Cette garantie en espèces ne pourra être retirée sans le consentement préalable de l'Institution Financière.

IL EST CONVENU CE QUI SUIT :

Article 1 : Octroi du Prêt

1.1 Le prêt sera versé sur un compte courant ouvert au nom de l'Emprunteur auprès de l'Institution Financière.

1.2 Le prêt sera disponible pour retrait par l'Emprunteur à la date de signature du présent contrat.

Article 2 : Taux d'Intérêt et Frais d'Administration

2.1 Le taux d'intérêt mensuel du prêt est de «**CRE_TASA**» %, calculé par l'Institution Financière à partir de la date de décaissement jusqu'à la date de remboursement intégral du prêt par l'Emprunteur. Les intérêts mensuels sont calculés sur le capital restant dû.

2.2 L'Institution Financière prélèvera des frais d'administration de «**CRE_TASADM**» % du montant du prêt, déduits du montant approuvé lors du décaissement.

2.3 L'Institution Financière prélèvera également des frais mensuels de suivi du prêt de **0,3 %** du montant du prêt, déduits du montant approuvé lors du décaissement.

2.4 L'Emprunteur paiera tous les frais de compte pertinents conformément à la liste des tarifs en vigueur de l'Institution Financière, telle que publiée périodiquement.

Article 3 : Remboursement du Prêt

3.1 L'Emprunteur s'engage à rembourser le prêt conformément au plan de remboursement annexé, qui fait partie intégrante du présent contrat. Le paiement doit être effectué avant midi (12h00) à la date d'échéance.

3.2 L'Institution Financière débitera tout compte courant ou autre compte appartenant à l'Emprunteur des mensualités dues selon le plan de remboursement, et l'Emprunteur s'engage à s'assurer que des fonds suffisants sont disponibles sur ses comptes à chaque date de paiement.

3.3 Si la date de paiement prévue dans le plan de remboursement coïncide avec un jour férié, le paiement sera effectué le jour bancaire suivant.

3.4 Les paiements dus en vertu du présent contrat seront affectés dans l'ordre suivant : frais de recouvrement, intérêts, puis capital.

Article 4 : Remboursement Anticipé

4.1 Le remboursement anticipé du prêt doit être communiqué par écrit à l'Institution Financière.

4.2 En cas de rachat du prêt par un autre établissement financier, l'Emprunteur sera soumis à des frais de remboursement anticipé équivalents à 10 % du capital restant dû au moment du remboursement.

4.3 Toutefois, si l'Emprunteur souhaite rembourser le prêt de manière anticipée sans rachat par une autre institution financière, ce remboursement sera exempt de frais. L'Emprunteur devra uniquement payer le capital restant dû et les intérêts courus jusqu'à la date de remboursement.

Article 5 : Retards, frais juridiques

5.1 Tout retard dans le paiement entraîne un intérêt de «CRE_TASMOR»% par jour sur les montants en souffrance.

5.2 En cas de défaut, l'Emprunteur supportera tous les frais juridiques engagés par l'Institution pour le recouvrement.

Article 6 : Garanties et sûretés

6.1 Les conventions de garantie et de sûreté font partie intégrante du présent contrat.

6.2 L'Emprunteur peut être amené à fournir une garantie personnelle.

6.3 Les garanties ne peuvent être annulées qu'après remboursement total.

6.4 En cas de perte ou de détérioration des garanties, l'Emprunteur devra les remplacer immédiatement.

Article 7 : Droits et obligations de l'Emprunteur

7.1 L'Emprunteur a le droit de recevoir et d'utiliser le prêt conformément aux conditions stipulées.

7.2 Les versements seront effectués au guichet avec mention du nom et du numéro de compte.

7.3 Un reçu sera délivré pour chaque versement ; l'Emprunteur doit le conserver.

7.4 Le prêt ne peut être utilisé à d'autres fins que celles indiquées.

7.5 Tout changement de situation financière, d'activité, de domicile ou d'état civil doit être communiqué immédiatement.

7.6 L'Emprunteur doit souscrire une assurance protection de prêt. L'Institution Financière peut souscrire cette assurance pour le compte de l'Emprunteur si nécessaire. Le coût peut être prélevé directement.

7.7 L'accord de l'Institution Financière est requis pour :

a) la vente partielle ou totale des actifs fixes ;

b) la prise de dettes à moyen/long terme ou l'aliénation de garanties.

Article 8 : Droits et obligations des parties

8.1 L'Institution Financière peut visiter les locaux de l'Emprunteur pour :

- a) vérifier les garanties ;
- b) évaluer la situation financière ;
- c) contrôler l'usage du prêt.

8.2 En cas de défaut, l'Institution peut débiter tout compte de l'Emprunteur après 16h00 le jour de l'échéance.

8.3 L'Emprunteur désigne le personnel autorisé de l'Institution pour l'enregistrement d'une hypothèque de premier rang sur les biens suivants :

- a)
- b)

8.4 L'Institution peut informer les garants de l'état des paiements.

8.5 L'Institution peut résilier le contrat et exiger le remboursement immédiat dans les cas suivants :

- a) défaut de paiement ;
- b) usage détourné du prêt ;
- c) informations fausses ou trompeuses ;
- d) nationalisation, liquidation, ou mesures judiciaires empêchant l'activité ;
- e) survenance d'un effet défavorable majeur (défini dans la version complète) ;
- f) manquement non résolu pendant 30 jours ;
- g) acte de faillite.

Même en cas de résiliation, l'Emprunteur demeure redevable des sommes dues.

8.6 L'Institution peut soumettre les données de l'Emprunteur au BIC en cas de défaut.

8.7 L'Emprunteur ne peut céder ses droits sans l'accord écrit de l'Institution.

8.8 L'Institution peut céder ses droits à un tiers sans l'accord de l'Emprunteur.

8.9 Les frais liés à l'enregistrement des garanties sont à la charge de l'Emprunteur.

Article 9 : Notifications

Tout avis lié au présent contrat devra être délivré par écrit à l'adresse connue de l'autre partie.

Article 10 : Résiliation

Seule l'Institution Financière peut résilier ce contrat conformément à l'article 8.5. Le contrat reste en vigueur jusqu'à exécution complète par l'Emprunteur.

Article 11 : Dispositions complémentaires

11.1 Les registres de l'Institution font foi du montant dû.

11.2 En cas de litige non résolu dans les 15 jours, les parties s'en remettent aux juridictions compétentes du Rwanda. En cas de garantie, un préavis de 30 jours est requis.

11.3 Toute clause invalide sera adaptée sans affecter la validité du reste du contrat.

Article 12 : Intégralité de l'accord



Le présent contrat constitue l'intégralité de l'accord entre les parties, à l'exception des conventions de garantie et de sûreté.

Article 13 : Droit applicable
Ce contrat est régi par le droit rwandais.

Protection des Données Personnelles et Vie Privée

Toutes les données personnelles contenues dans le présent contrat seront traitées et protégées conformément à la loi n° 058/2021 du 13/10/2021 relative à la protection des données personnelles et de la vie privée, en ce qui concerne le traitement des données personnelles et toute modification ou réadoption liée aux données personnelles. Chaque partie maintiendra un système efficace de protection des données personnelles et reconnaît que tout accès non autorisé aux données ou informations personnelles entraînera la responsabilité et l'indemnisation de l'autre partie pour toute perte ou responsabilité résultant de telles actions.

EN FOI DE QUOI, l'Institution Financière, par l'intermédiaire de son représentant dûment autorisé, et l'Emprunteur ont signé le présent contrat à la date et à l'année mentionnées en premier lieu.

POUR L'INSTITUTION FINANCIÈRE (AB RWANDA, ANCIENNEMENT AB BANK RWANDA PLC)

Signé par : _____

Nom : _____

En qualité de Superviseur / Directeur d'Agence dûment autorisé pour et au nom de AB Rwanda PLC

En présence de :

Conseiller Client / Chargé de Crédit :

Signature : _____

Nom : _____

POUR L'EMPRUNTEUR

Signature : _____

Nom : _____

POUR CONJOINT(E) de L'EMPRUNTEUR

Signature : _____

Nom : _____