

BUY NOW, PAY LATER (BNPL) AGREEMENT

Parties

Sokowatch SMC Limited of Plot 401 Mbuya II, Nakawa Industrial Area, Kampala ("**Wasoko**") and the individual whose "Name" and "ID Number" are specified in "Execution and date of agreement" section below (the "**customer**").

Consideration

In consideration of Wasoko delivering goods ordered on credit (BNPL) to the customer, the customer agrees to pay the amount communicated for the goods, in addition to any credit fees, credit interest or default charges communicated by Wasoko before or on the due dates.

Amounts for BNPL goods delivered and charges

- Before an order is placed, Wasoko will notify the customer of the principal amount to be paid for the goods ordered on credit. Wasoko will also notify the customer when any fees, interest or default charges are due to be settled. For any questions about applicable amounts including fees, interest or possible default charges, the customer should consult Wasoko staff they interact with before placing a credit order. Placing a credit order and accepting delivery of the order by providing a One Time Pin (OTP) sent to the customer by SMS constitutes acceptance of all Wasoko amounts owing including any fees or interest communicated and future default charges too, if applied.

Payments

All payments must be made through the prescribed mode of payment communicated to the customer via SMS. Wasoko shall not be liable for any losses that may arise from cash payments made by the customer as Wasoko staff are strictly prohibited to transact in cash for credit sales.

Title

Despite part or full delivery of goods sold on credit to the Customer, title shall not pass from Wasoko to the Customer until there has been full payment of all amounts due to Wasoko.

Event of default

If the customer fails to settle any balances by the due dates communicated, Wasoko may apply default fees or charges and exercise lawful debt recovery processes not limited to seizing stock from the shop to settle any balances and default charges due. Wasoko may escalate or assign the debt to be recovered to third party debt collection agencies by sharing relevant information about the debt and customer with the appointed third party. Wasoko may also exercise its right to legal proceedings which may result in the customer being liable to pay all additional charges and costs beyond the

original balances and default charges.

Voluntary Surrender

In the event the Customer is unable to settle any balances, the Customer unconditionally consents to Wasoko seizing and disposing of any goods in the Customer's possession, including similar goods not supplied by Wasoko, in a bid to settle the balances.

Repossession

Wasoko reserves the right to enter the Customer's premises and repossess the delivered goods from the Customer's premises in a bid to recover any payment due to it from the Customer. Following repossession, Wasoko reserves the right to sell repossessed goods in a bid to recover any payments due to it from the Customer.

Termination

Wasoko may terminate this Agreement without notice to the Customer. Upon termination of this Agreement, the Customer shall pay any and all balances due to Wasoko. The customer may terminate this agreement by completing full payment for the goods taken on credit or returning goods inline with Wasoko's repossession program.

Conditions of accessing the credit facility

Wasoko reserves the right at any time, without the consent of or notice to the customer, to cancel or modify the customer's access to credit and its limits.

Discontinuation of Services

Wasoko reserves the right to discontinue services to the customer for overdue payments, without reference to or notice to the Customer.

Warranties

The Customer hereby represents and warrants to Wasoko as at the execution of this Agreement that:-

- They have not been induced to enter into the Agreement and that they are not relying upon any state-ment of fact or opinion or representation, assurance, or warranty save as expressly contained or pre-ferred to in the Agreement and irrevocably and unconditionally waives any right the Customer 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;

Toll-free numbers

Kenya: 0800720188

Uganda: 0800388788

Non toll-free numbers

Tanzania: +255764109000

Rwanda: +250783235737

Ivory Coast: +2250757867777

Senegal: +221338329545

Email: contact@wasoko.com

UGANDA BNPL Master Agreement

- Their obligations under the Agreement are legal, valid, and binding obligations, enforceable against them in accordance with their respective terms;
- They have the power to enter into and perform and comply with their obligations under the Agreement;
- All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents and authorizations) for his entry into and performance of this Agreement have been taken, fulfilled, and done;
- Their entry into and performance of this Agreement does not violate any law to which they are subject to; and
- That any information submitted to Wasoko is and will be, to the best of their knowledge and belief, complete and correct. In the event of any material change in the said information, they shall notify Wasoko immediately in writing thereof.

Data Collection

Wasoko will request the customer's personal data as part of Wasoko's Know Your Customer (KYC) and customer due diligence process. These may include but are not limited to personal and business identification documents. The customer consents to Wasoko collecting and processing the personal data and sharing it outside Uganda to aid performance of this Agreement. The customer shall ensure that all instructions and personal data given to Wasoko belong to the customer and are correct and up to date. The customer has an obligation to promptly notify Wasoko to correct any erroneous data or data belonging to another data subject that is not party under this agreement immediately the customer becomes aware of such error.

Data Verification

Wasoko reserves the right to verify the authenticity of information provided by the customer from any legally constituted source without further reference to the customer.

Data Sharing

As a customer, you hereby consent to the disclosure of your Personal Information and Orders history to legally constituted data processing entities for the purpose of calculating your credit worthiness.

SMS and calls to the customer

The customer may receive calls and SMS from Wasoko with credit amount, balances due, payment method, due date and any other information from Wasoko.

Limitation of liability

Wasoko is, in the absence of gross negligence or willful misconduct, not liable for any loss or damage suffered by the customer or any third party, which arises out of the exercise by Wasoko of any rights under this agreement or any breach by the customer of its obligations under this agreement. The customer indemnifies Wasoko against any claim by the customer or any third party arising as such.

Dispute Resolution

Wasoko and the Customer shall initially attempt to resolve all issues, claims, controversies, and disputes arising out of or relating to this Agreement through negotiation. In the event that negotiations fail, Wasoko and the Customer shall refer the issues, claims, controversies, and disputes to the jurisdiction of the Courts of Law of the Republic of Uganda.

Governing Law

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of Uganda.

Severability

Each clause of this Agreement is distinct and severable from the other clauses. If any clause of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality of unenforceability shall not affect any other clauses of this Agreement.

Execution and date of agreement

This agreement shall commence on the date indicated below and shall continue to apply for each credit purchase by the Customer, whose details are indicated below:

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