

GENERAL TERMS & CONDITIONS OF MCF (MEDICAL CREDIT FUND II COÖPERATIEF U.A. and any of its subsidiaries including MEDICAL CREDIT FUND II TANZANIA LIMITED (company registration number 156289728, supervised by Bank of Tanzania) and MCF II KENYA LIMITED (company registration number PVT-7LU5GXAL, supervised by Bank of Kenya)

VERSION PER 1.07.2023

These Terms and Conditions set out the general terms and conditions applicable to any Health SME loan product, including but not limited to the MCF Working Capital Loan, the MCF Mobile Asset Finance and the MCF Claims Advance provided by MCF under a Facility Agreement. MCF reserves the right to update, amend or restate these Terms and Conditions. Any reference to the Terms and Conditions under a Facility Agreement shall be read as a reference to these terms and conditions. By signing the Facility Agreement, the Borrower declares to have read and understood the Terms and Conditions under which a Loan may be provided.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of these Terms and Conditions (including the recitals above), unless the context requires otherwise:

- 1.1.1. **Account** means the Borrower's loan account with the Lender;
- 1.1.2. **Agent** means any service provider that operates as Collection Agent or Claims Processor on behalf of the Lender;
- 1.1.3. **Agent Payment Platform** means a payment infrastructure that manages payments between payers (e.g. insurance companies and individual patients) and the Borrower via the Mobile and Digital payment systems, operated by the Agent and through which the Services will be made available;
- 1.1.4. **Business Day** means a day (other than a Saturday or Sunday) on which banks are open in the Borrower's country of business.
- 1.1.5. **Collection Agent** means any service provider that operates an Agent Payment Platform, and which has been engaged by the Lender for the collection of loan repayments from the Borrower;
- 1.1.6. **Claims Processor** means any service provider that operates a platform where users can submit and manage insurance claims, and which has been engaged by the Lender to present its Services to the Borrower
- 1.1.7. **Eligibility Criteria** means the eligibility criteria set out in Schedule 1 (as such criteria may be amended, supplemented, varied, reviewed or waived from time to time in accordance with the terms hereof);
- 1.1.8. **Eligible Health SME** means a Health SME who meets the Eligibility Criteria and has not been rejected by the Lender pursuant to the terms hereof;
- 1.1.9. **Event of Default** means any event or circumstance set out in clause 13 of the Facility Agreement;
- 1.1.10. **Facility Agreement** means the loan facility agreement entered into between the Lender and the Borrower and under which a Health SME Loan shall be made available and to which the Terms and Conditions have been declared applicable;

- 1.1.11. **Fee** means the Origination Fee and any other Fees stipulated in schedule 1 of the Facility Agreement (as amended, supplemented, varied, reviewed or waived from time to time in accordance with the terms hereof);
- 1.1.12. **Force Majeure** means events, circumstances or causes beyond the reasonable control of the Lender making the Lender's performance of its obligations inadvisable, commercially impracticable, illegal, or impossible, including but not limited to acts of God, war, strikes or labor disputes, embargoes or government orders;
- 1.1.13. **Health SME Loan** means any of the loan products MCF Working Capital Loan, MCF Mobile Asset Finance or MCF Claims Advance to which the Terms and Conditions are declared applicable provided or to be provided by the Lender to Eligible Health SMEs for working capital or equipment financing purposes;
- 1.1.14. **Health SMEs** means medical care and health care providers or companies catering to healthcare providers (such as dispensaries, health centers, clinics, nursing homes, hospitals, diagnostic centers, eye centers, laboratories, pharmacies, specialist health service or equipment suppliers, training institutions and medical practitioners);
- 1.1.15. **Loan** means a loan advanced or to be advanced by the Lender to the Borrower and which the Borrower must repay in accordance with the Facility Agreement and these Terms and Conditions;
- 1.1.16. **Loan Application** means an application for a Health SME Loan by the Borrower to the Lender hereunder;
- 1.1.17. **Loan Balance** means, at any given time, the aggregate of the Outstanding Principal, accrued Fees, Interest, Default Interest and other sums due and owing by the Borrower to the Lender in connection with a Loan under the Facility Agreement and these Terms and Conditions;
- 1.1.18. **Loan Offer** means an offer of a Loan, made by the Lender to the Borrower hereunder;
- 1.1.19. **MCF Claims Advance** means a Health SME Loan advanced or to be advanced by the Lender to the Borrower for working capital purposes, based on insurance claims and accessed through the Claims Processor's platform, in accordance with a governing Facility Agreement and these Terms and Conditions;
- 1.1.20. **MCF Mobile Asset Finance** means a Health SME Loan advanced or to be advanced by the Lender to the Borrower for equipment financing purposes and repayable via the Collection Agent's platform (the **Agent Payment Platform**), in accordance with a governing Facility Agreement and these Terms and Conditions;
- 1.1.21. **MCF Working Capital Loan** means a Health SME Loan advanced or to be advanced by the Lender to the Borrower for financing of working capital purposes and repayable via the Collection Agent's platform (the **Agent Payment Platform**), in accordance with a governing Facility Agreement and these Terms and Conditions. MCF Working Capital Loans may market under the name 'Cash Advance' or 'Afya Mkopo';
- 1.1.22. **Mobile and Digital payments** means mobile and non-mobile transactions captured digitally, including but not limited to transactions made via the Mobile Money System, card payments and bank transfers;
- 1.1.23. **Mobile Money** means the electronic monetary value depicted in the Mobile Money Account representing an equal amount of cash;
- 1.1.24. **Mobile Money Account** means a Borrower's mobile money account, being an electronic record of monetary value provided by a Mobile Money Provider;

- 1.1.25. **Mobile Money Provider** means an entity which has been duly licensed by the relevant local authorities to offer Mobile Money Services in the Borrower's country of business;
- 1.1.26. **Mobile Money Services** means the business of issuing and dealing in monetary value stored electronically or magnetically upon the receipt of funds and which represents a claim on a Mobile Money Provider;
- 1.1.27. **Mobile Money System** means the system operated by the Mobile Money Providers for the provision of Mobile Money Services, or a payment platform linked to the Mobile Money System including but not limited to digital payment platforms;
- 1.1.28. **Outstanding Principal** means the amount of principal owed on the Loan(s) by the Borrower to the Lender being an amount equivalent to the Principal Loan Amount diminished by principal payments already repaid by the Borrower;
- 1.1.29. **Parties** means the Borrower, and the Lender and, where the context requires, includes their respective successors in title, personal representatives and permitted assigns;
- 1.1.30. **Principal Loan Amount** means the amount(s) funded by the Lender as a loan to the Borrower, excluding Interest, Fees and where applicable, Taxes on the Fees;
- 1.1.31. **Origination Fee** has the meaning ascribed to it in the Facility Agreement;
- 1.1.32. **Request** means a request or instruction received by the Lender from the Borrower or purportedly from the Borrower through the Agent Payment Platform and upon which the Lender is authorized to act;
- 1.1.33. **Services** shall include a Loan and any form of financial services or products provided by the Lender to or for the benefit of the Borrower pursuant to a governing Facility Agreement and the Terms and Conditions and as the Borrower may from time to time subscribe to;
- 1.1.34. **SMS** means a short message service consisting of a text message transmitted from one mobile phone or other electronic device to another;
- 1.1.35. **Terms and Conditions** means these Terms and Conditions as may be amended, supplemented, varied or reviewed by the Lender from time to time;
- 1.1.36. Additional defined terms used herein shall have the meaning given to them in the Facility Agreement.

1.2. Interpretation

- 1.2.1. In addition to the definitions in clause 1.1, in these Terms and Conditions:
 - 1.2.1.1 unless the context requires otherwise, words in the singular shall include the plural and *vice versa*;
 - 1.2.1.2 unless the context requires otherwise, a reference to any one gender, whether masculine, feminine or neuter, includes the other two;
 - 1.2.1.3 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
 - 1.2.1.4 reference to an **amendment** or similar terms includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
 - 1.2.1.5 a reference to an **authorization** includes an approval, authorization, consent, exemption, filing, license, notarization, registration and resolution;
 - 1.2.1.6 a reference **to determine** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;

- 1.2.1.7 any words following the terms **including, include, in particular, such as, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.1.8 **month** means calendar month; and
- 1.2.1.9 any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of these Terms and Conditions or any amendments or Schedules hereto.

1.2.2 The Schedules form an integral part of these Terms and Conditions and shall have the same force and effect as if expressly set out in the body of these Terms and Conditions and any reference to these Terms and Conditions shall include the Schedules.

- 1.2.3 All the headings and sub-headings in these Terms and Conditions are for convenience only and are not to be taken into account for the purposes of interpreting it.
- 1.2.4 If a definition imposes substantive rights or obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition.
- 1.2.5 Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined shall bear the meaning ascribed to it for all purposes in these Terms and Conditions notwithstanding that that term has not been defined in this clause 1.

2 ACCEPTANCE OF THE TERMS AND CONDITIONS

- 2.1. These Terms and Conditions may be accepted by an Eligible Health SME in a manner envisaged under clause **2.3** below.
- 2.2. A Health SME may, prior to acceptance of these Terms and Conditions, notify the Lender of any concerns or request for clarifications in these Terms and Conditions by e-mail to: contact@medicalcreditfund.org.
- 2.3. An Eligible Health SME may accept (and shall be deemed to have read, understood and accepted) these Terms and Conditions by:
 - 2.3.1. electronically clicking on the "Accept/Yes" option where available, in relation to these Terms and Conditions on the Lender's website, loan app, the Agent's platform, the Agent's website and/or such other online or electronic platform where these Terms and Conditions are published for acceptance by the Lender or the Lender's duly authorized Agent; or
 - 2.3.2. signing the Facility Agreement; or
 - 2.3.3. denoting its acceptance of these Terms and Conditions through such other acceptance methods prescribed by the Lender and/or the Lender's duly authorized representative.
- 2.4. By accepting these Terms and Conditions as set out in clause 2.3, the Borrower agrees to comply with and be bound by these Terms and Conditions and affirms that the Terms and Conditions are without prejudice to any other rights that the Lender may have in law or otherwise.

3 APPLICATION

- 3.1 An Eligible Health SME may apply for a Loan by submitting a Loan Application in respect of a Principal Loan Amount that is no less than the prescribed minimum Principal Loan Amount or more than the prescribed maximum Principal Loan Amount.
- 3.2 A Loan Application shall stipulate:
 - the Principal Loan Amount applied for;

- the details of the disbursement and repayment account; and
- such other information as may be stipulated by the Lender.

3.3 The Lender may from time to time, at its sole and absolute discretion, make Loan Offer(s) to the Borrower following the Borrower's Loan Application(s) or on the Lender's own initiative as a form of promotion of Loans.

3.4 The Borrower acknowledges and accepts that:

- 3.4.1 Loan Applications, Loan Offers, and acceptance of Loan Offers may be made electronically via the Agent's website or platform, the Lender's website or platform or through such other means or channels as may from time to time be established and/or prescribed by the Lender;
- 3.4.2 Loan Offers shall be valid for 14 (fourteen) days or such other period as may be specified in the offers, and shall automatically lapse if not accepted by the Borrower within such timeframe; and
- 3.4.3 the Lender is not obliged to accept a Loan Application.

4 SECURITY

4.1 Lender may require security rights for the Loan. Such rights may entail a personal guarantee of each individual owner, partner, or shareholder who owns a twenty percent (20%) or greater interest of the Borrower. Any facility for an MCF Mobile Asset Finance shall be secured with a continuing and unconditional lien on the medical equipment purchased with the Mobile Asset Finance and on all of its proceeds. Lender reserves the right to manage, in its sole discretion, the security requirements on a case-by-case basis.

5 REPRESENTATIONS AND WARRANTIES

5.1 The Borrower represents and warrants to the Lender that:

- 5.1.1 it has the power and authority to agree and enter into the Facility Agreement and these Terms and Conditions and to perform the obligations contemplated thereunder;
- 5.1.2 it has obtained (and will maintain) all required or desirable authorizations to enable it to undertake its healthcare business. All such authorizations are in full force and effect;
- 5.1.3 on any date of a Loan Application and actual disbursement no Event of Default has occurred or is continuing, or is reasonably likely to result from obtaining the Loans or the entry into, the performance of, or any transaction contemplated by these Terms and Conditions and the Facility Agreement;
- 5.1.4 it has disclosed to the Lender either directly or through its Agent all relevant information that may influence, at the Lender's discretion, the granting of the Loan;
- 5.1.5 the information, in written or electronic format, supplied by or on behalf of the Borrower to the Lender directly or through the Agent is, at the time it was supplied, complete, true and accurate in all respects and not misleading in any material respect;
- 5.1.6 there are no pending or threatened actions or proceedings affecting the Borrower before any court or other body which may adversely affect the Borrower's ability to perform and observe its obligations outlined in these Terms and Conditions and the Facility Agreement;
- 5.1.7 the Borrower is not in default under any other agreement relating to indebtedness;
- 5.1.8 this Agreement shall be in full force and effect until the Availability Period has ended and the Loan Balance has been delivered to Lender pursuant to the terms of the Facility Agreement and these Terms and Conditions.

5.1.9 The Borrower or any of its affiliates shall not give and no person working for or on behalf of Lender shall accept any offer, gift, payment, a promise to pay or other thing(s) of value pursuant to these Terms and Conditions or any other agreement oral or otherwise. The Borrower shall report any such requests for such favours to the Lender via grievance@medicalcreditfund.org or through the contact details provided on www.medicalcreditfund.org. Grievances will be handled confidentially.

5.2 Each of the representations and warranties in this clause 5 is deemed to be repeated by the Borrower on each date a Loan Application is made and during which any Loan Balance is outstanding.

6 COVENANTS

The Borrower covenants with the Lender that it will:

- 6.1 Immediately notify Lender should there be any change in circumstances, or any information supplied to the Lender;
- 6.2 deliver to the Lender promptly upon request such financial or other information as the Lender may, from time to time, request relating to the Borrower or its business;
- 6.3 satisfy and keep satisfied all KYC requirements, to the Lender's discretion;
- 6.4 obtain all authorizations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation to enable it to perform its obligations under the Facility Agreement and these Terms and Conditions;
- 6.5 comply, in all respect, with all applicable laws, except where failure to do so would not reasonably be likely to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under the Facility Agreement and these Terms and Conditions;
- 6.6 notify the Lender of any Event of Default (and the steps, if any, being taken to remedy it) within 2 days on becoming aware of its occurrence;
- 6.7 carry on and conduct its business in a proper and efficient manner and will not make any change to the general nature or scope of its business as carried on at the date of when the Facility Agreement and the Terms and Conditions were entered into; and
- 6.8 Only use the Agent's platform in a manner which will not interfere with or disrupt the Agent's platform.

7 ACCOUNTS, CERTIFICATES AND STATEMENTS

- 7.1 The Lender shall maintain (or procure to be maintained) accounts evidencing the amounts owed to it by the Borrower, in accordance with its usual practice. Entries in those accounts shall be prima facie evidence of the existence and amount of the Borrower's obligations as recorded in them.
- 7.2 A statement and activity report in respect of the Account will be made available to the Borrower on request. The statement will provide details of transactions in the Account and such other information as the Lender shall deem necessary.
- 7.3 Save for manifest error, a statement issued by the Lender as aforesaid in respect of the Account or a determination made by the Lender of an amount under the Facility Agreement shall be conclusive evidence of the transactions carried out in respect of the Account and/or the Loan Balance. The Borrower must check the statement carefully and notify the Lender as soon as possible if the statement contains any error.
- 7.4 The Lender reserves the right to rectify discrepancies, add and/or alter the entries in the statements, without prior notice to the Borrower. The Lender will however inform the Borrower of any rectification, additions and/or alterations effected on the statements after the changes are effected.

8 REQUESTS MADE BY THE BORROWER

- 8.1** The Borrower irrevocably authorizes the Lender to act on all Requests received by the Lender or the Agent as the case may be, from the Borrower (or purportedly from the Borrower) and to hold the Borrower liable in respect thereof. The Lender may nevertheless refuse to carry out any Requests if it in its sole and absolute discretion considers that to be in the best interest of the Lender.
- 8.2** The Lender shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Lender believes that it can correct the incomplete or ambiguous information in the Request without any reference to the Borrower being necessary.
- 8.3** The Lender or the Agent shall be deemed to have acted properly and to have fully performed all the obligations owed to the Borrower notwithstanding that the Request may have been initiated, sent or otherwise communicated in error or fraudulently, and the Borrower shall be bound by any Requests on which the Lender may act if the Lender has in good faith acted in the belief that such Requests have been sent by the Borrower.
- 8.4** The Lender may, in its absolute discretion, decline to act on or in accordance with the whole or any part of a Request pending further enquiry or further confirmation (whether written or otherwise) from the Borrower.
- 8.5** The Borrower agrees to and shall release from liability and indemnify the Lender and the Agent against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to the Lender having acted (or refrained from acting) in accordance with the whole or any part of any of the Requests in accordance with the discretion conferred upon it.
- 8.6** The Borrower acknowledges that to the full extent permitted by law, the Lender shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on the Agent's Account by the fact of unauthorized use or manipulation of the Borrower's identification details or any means whether or not occasioned by the Borrower's negligence.
- 8.7** The Lender is authorized to effect such orders in respect of the Account as may be required by any court order or competent authority or agency under the applicable laws.
- 8.8** In the event of a conflict between any Request and the Facility Agreement or these Terms and Conditions, the Facility Agreement and these Terms and Conditions shall prevail.

9 CONFIDENTIAL BUSINESS INFORMATION

- 9.1** The Borrower agrees and authorizes the Lender or any of its Agents to carry out credit checks with or obtain the Borrower's business credit information from, any credit reference bureau and disclose any (non-personal) information relating to the Borrower to any credit reference bureau.
- 9.2** Borrower also acknowledges that any (non-personal) financial and other relevant business information provided may be used in assessing, among other things, its applications for credit and for occasional debt tracing and fraud prevention purposes.
- 9.3** Borrower acknowledges that the Lender has the permission to obtain from the Agent transactional data on its digital revenues and/or insurance claims (including such historical data).
- 9.4** To the fullest extent permitted by law, the Borrower unconditionally authorises the Lender to disclose the business information to:

- 9.4.1 any third party if in the Lender's opinion such disclosure is necessary for the purposes of evaluating the Borrower's creditworthiness or for any transaction with or credit application made to the Lender or such third party or for any other lawful purposes;
 - 9.4.2 its investors, third party service providers, dealers, agents, or other persons that may be or become the Lender's affiliate (including their legal advisers and other advisers) for reasonable commercial purposes related to the transactions contemplated under the Facility Agreement or such other purposes as the Lender may reasonably deem necessary; or
 - 9.4.3 to the Agent in connection with the transactions contemplated under the Facility Agreement and the Borrower authorises the Agent to disclose the same to the Lender.
- 9.5** Other information may be requested for relevant business activities including quality control, training and ensuring the efficient carrying on of the transactions contemplated under the Facility Agreement.

10 LENDER'S LIMITATION OF LIABILITY

- 10.1** The Lender does not warrant that the functions contained in the Health SME Loans will be uninterrupted or error free.
- 10.2** The Lender shall not be liable for any loss or damages suffered by the Borrower that are due to any interference with or unavailability of the Service as a result of or in connection with, among other things:
- 10.2.1 failure by the Borrower to meet the Eligibility Criteria;
 - 10.2.2 service interruption by reason of failure or other interruptions of any of Borrower's own mobile phone, SIM card or electronic device or equipment used by Borrower in connection with the function of the Agent Payment Platform or the Claims Processor's platform;
 - 10.2.3 failure, malfunction, interruption or unavailability of the Agent Payment Platform, the Claims Processor platform, or any mobile network, or internet services or telecommunications system;
 - 10.2.4 any action taken or not taken by any third-party service provider used by the Lender under or in connection with the Services, save for any loss or damages resulting from the willful misconduct or gross negligence of such service provider's staff;
 - 10.2.5 delay in crediting the Account with an amount paid by Borrower under the Facility Agreement due to a failure of any settlement system or any third-party service provider used by the Lender for that purpose;
 - 10.2.6 any fraudulent or illegal use of the Services, or of the Agent Payment Platform or the Claims Processor platform ; or
 - 10.2.7 the Borrower's failure to comply with the Facility Agreement and these Terms and Conditions and any document or information provided by the Lender and/or the Agent concerning the use of the Agent's platform and/or the Services.
- 10.3** If for any reason other than the reasons mentioned in clauses 10.2 the Services are interfered with or unavailable, the Lender's sole liability in respect thereof shall be to re-establish the Services as soon as reasonably practicable.
- 10.4** Under no circumstances shall the Lender be liable to the Borrower for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to the Lender.

- 10.5** In addition to and without limiting any of the foregoing, Lender will have no liability for any failure or delay resulting from any condition beyond its reasonable control, including without limitation Force Majeure, a terrorist or any enemy action, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system and internet disturbances.

11 INDEMNITY

- 11.1** The Borrower undertakes to indemnify the Lender and hold it harmless within 3 Business Day of demand against any:
- 11.1.1** Any loss or damage of the Lender that may arise from the Borrower's use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.
 - 11.1.2** Any loss or damage of the Lender occasioned by a failure of the Borrower to adhere to the Facility Agreement or these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems engaged by Borrower or the inability of such a third party to process a transaction.
 - 11.1.3** Any damages and costs payable by the Lender in respect of any claims brought against the Lender where the particular circumstance are within the Borrower's control.
 - 11.1.4** Cost, loss or liability that the Lender incurs in relation to any Taxes applicable to the Borrower under this agreement.

12 SEVERABILITY

- 12.1** If any provision (or part of a provision) of the Facility Agreement or these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of the Facility Agreement or these Terms and Conditions.

13 ASSIGNMENT AND TRANSFER

- 13.1** The Lender and the Agent may assign any of its rights under the Facility Agreement or these Terms and Conditions or transfer all its rights or obligations.
- 13.2** The Borrower may not assign any of its rights or transfer any of its rights or obligations under the Facility Agreement or these Terms and Conditions.

14 GENERAL

- 14.1** Lender may revise these Terms and Conditions from time to time in its absolute discretion. Where changes are being made by Lender to these Terms and Conditions, the Borrower shall be notified. Where any such changes involve a material change which is to the detriment of the Borrower, the Borrower will be notified a minimum of 30 (thirty) days before such changes take effect and during that 30 (thirty) day period shall be permitted to cancel the Facility Agreement by notifying Lender accordingly in writing, after which the commitment shall forthwith be cancelled and the Borrower shall on such date as may be required by the Lender repay to the Lender the Loan Balance. Any failure by Borrower to cancel the Facility Agreement within the 30 (thirty) day period specified in this clause, will constitute an acceptance of Lender's changes.

- 14.2** Any notice or other communication by the Lender to the Borrower under the Facility Agreement and these Terms and Conditions may be made through the Lender's and/or the Agent's website and/or by any other website or through SMS or email to any mobile phone number or email address known to the Lender or by any other means determined by the Lender.
- 14.3** Any changes or updates to the Borrower's information and documentation (including contact details) provided to the Lender during the loan application or thereafter should be communicated by the Borrower to the Lender.
- 14.4** Any enquiries or other communications by the Borrower to the Lender may be made via contact@medicalcreditfund.org or such other communication channels as may be communicated to the Borrower from time to time.
- 14.5** A waiver of any right or remedy of the Lender under the Facility Agreement and these Terms and Conditions or by law, or any consent given by the Lender under the Facility Agreement and these Terms and Conditions, is only effective if given in writing by the Lender and shall not be deemed a waiver of any other breach or default of the Borrower. It only applies in the circumstances for which it is given and shall not prevent the Lender from subsequently relying on the relevant provision.
- 14.6** A failure or delay by the Lender or the Agent to exercise any right or remedy provided under the Facility Agreement and these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise by the Lender or Agent of any right or remedy provided under the Facility Agreement and these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7** The rights and remedies of the Lender provided under the Facility Agreement and these Terms and Conditions are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

15 GRIEVANCES AND CONDUCT UNBECOMING

- 15.1** Any grievances or unsuitable conduct related to the Lender, its affiliated or third-party appointees can be addressed to grievance@medicalcreditfund.org or through the contact details provided on www.medicalcreditfund.org. Grievances will be handled confidentially.

16 UNDERTAKINGS

The Borrower hereby undertakes vis-à-vis the Lender that:

- 16.1** it will use the Loan or the Loans for the intended purpose;
- 16.2** its business will be undertaken at all times in accordance with the Best Practice Corporate Responsibility as provided for in Schedule 2 of these Terms and Conditions; and
- 16.3** it is not and will in no circumstances become engaged in any Prohibited Activities as identified in Part B of Schedule 2 and will comply with the provisions on Sanctions in Part C of Schedule 2 of these Terms and Conditions.

SCHEDULE 1: ELIGIBILITY CRITERIA

	MCF Working Capital Loan	MCF Mobile Asset Financing	MCF Claims Advance
<i>Parameter</i>	<i>Requirement</i>		
Track record and revenues	Not less than 3 months of mobile or digital revenues.	Not less than 6 months of mobile or digital revenues	Not less than 6 months of paid claims.
Relationship with Agent	Have or be willing to enter into a relationship with MCF's Collection Agent and be accepting mobile and digital payments via the Agent Payment Platform	Have or be willing to enter into a relationship with MCF's Collection Agent and be accepting mobile and digital payments via the Agent Payment Platform	Be processing claims via the Claims Processor
Type of Health SME	Be a private company in the health sector such as healthcare facility, health and specialist care provider and healthcare businesses catering to health facilities, falling into any one or more of the following categories: health centre, health post, dispensary, clinic, nursing home, hospital, laboratory, retail or wholesale pharmacy, diagnostic centre, eye centre, specialist health service or equipment supplier or healthcare training institution		
Licensing	Hold the applicable licenses and permits to conduct business from the relevant regulatory authorities		
Business Registration	Possess valid business incorporation and registration documentation		
Laws & regulations	Comply with local laws and regulations including environmental laws & regulations		
Excluded activities	Not be involved in any excluded activities as defined by EDFI and listed in Schedule 2		
Sanction list	Not be involved in business activities or deal with any businesses that are sanctioned by national or international sanctioning bodies		
Credit Reference Bureau	Not be negatively listed with a Credit Reference Bureau		
Patient safety	If applicable, Borrower's facility should meet basic patient safety conditions and apply basic hygiene rules		
Quality improvement objective	If applicable, Borrower should show commitment to improve quality		

Disclaimer : The Lender reserves the right to at any time without notice and in its sole discretion request for more information from the Borrower, vary or amend its product terms and/or eligibility criteria. No rights can be derived from the information displayed in this sheet. Loans are subject to the provisions in these Terms and Conditions and the Facility Agreement between the Lender and the Borrower.

SCHEDULE 2: CORPORATE RESPONSIBILITY

A. Best Practice

The Borrower undertakes that it shall carry on its business in a manner that:

1. provides safe and healthy working conditions for its employees and contractors, with special attention to preventing gender-based violence;
2. treats all employees fairly in terms of recruitment, progression, remuneration and conditions of work, irrespective of gender, race, colour, language, disability, political opinion, age, religion or national/social origin;
3. is in compliance with all applicable laws and regulations regarding the environment, health and safety and social performance;
4. promotes appropriate environmental, social and governance practices;
5. encourages the efficient use of natural resources and promotes the protection of the environment;
6. takes account of the impact of its operations on the local community and seeks to ensure that potentially harmful environmental and social effects are properly assessed, addressed and monitored;
7. upholds high standards of business integrity and honesty, and operates in accordance with local laws and international good practice (including those intended to fight extortion, bribery and financial crime);
8. properly records, reports and reviews financial and tax information relating to the business of the company;
9. ensures that no payment of value is made or received (in the form of compensation, gift, contribution or otherwise) in the course of business in order to improperly induce preferential treatment for the company and its affiliates;
10. prevents the business from becoming an instrument for money laundering, the financing of terrorist activities, collusive practices, coercive practices, fraud or other corrupt or illegal purposes or practices; and
11. promotes continuous quality improvement. For healthcare providers this entails working towards SafeCare Standards as defined by the SafeCare Foundation.
12. reviews its own environmental, social and governance practices periodically to ensure its ongoing suitability and effectiveness.

B. Prohibited Activities

The Borrower undertakes that it shall not undertake or be involved in any of the following activities:

1. Forced labor¹ or child labor²
2. Activities or materials deemed illegal under host country laws or regulations or international conventions and agreements, or subject to international phase-outs or bans, such as:
 - ozone depleting substances, PCB's (Polychlorinated Biphenyls) and other specific, hazardous pharmaceuticals, pesticides/herbicides or chemicals;

¹ Forced labor means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty as defined by ILO conventions.

² Persons may only be employed if they are at least 14 years old, as defined in the ILO Fundamental Human Rights Conventions (Minimum Age Convention C138, Art. 2), unless local legislation specifies compulsory school attendance or the minimum age for working. In such cases the higher age shall apply.

- wildlife or products regulated under the Convention on International Trade in Endangered Species or Wild Fauna and Flora (CITES); or
 - unsustainable fishing methods.
3. Cross-border trade in waste and waste products, unless compliant with the Basel Convention and the underlying regulations.
 4. Destruction³ of High Conservation Value areas⁴.
 5. Radioactive materials⁵ and unbounded asbestos fibers.
 6. Pornography and/or prostitution
 7. Racist and/or anti-democratic media
 8. In the event that any of the following products form a substantial part of a project's primary financed business activities⁶:
 - Alcoholic Beverages (except beer and wine);
 - Tobacco;
 - Weapons and munitions; or
 - Gambling, casinos and equivalent enterprises.

C. **Sanction Lists**

The Borrower undertakes that it shall not enter into any business activity or transaction (i) with, or for the benefit of, any person or entity or country listed on any Sanctions List; or (ii) related to any activity prohibited by any Sanctioning Body.

- "Sanctions" means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
- "Sanctioning Body" means any of the United Nations Security Council, the European Union, the United Kingdom (including Her Majesty's Treasury) and the United States (including OFAC), and any authority acting on behalf of any of them.
- "Sanctions List" means the 'Specially Designated Nationals and Blocked Persons' list maintained by OFAC, the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury and any similar list maintained by any Sanctioning Body.

³ Destruction means the (1) elimination or severe diminution of the integrity of an area caused by a major, long-term change in land or water use or (2) modification of a habitat in such a way that the area's ability to maintain its role is lost.

⁴ High Conservation Value (HCV) areas are defined as natural habitats where these values are considered to be of outstanding significance or critical importance (See <http://www.hcvnetwork.org>).

⁵ This does not apply to the purchase of medical equipment, quality control (measurement) equipment or any other equipment where the radioactive source is understood to be trivial and/or adequately shielded.

⁶ For companies, "substantial" means more than 10 % of their consolidated balance sheets or earnings. For financial institutions and investment funds, "substantial" means more than 10% of their underlying portfolio volumes.