

## **Special partnership Terms & conditions**

### **1. Framework Overview**

This partnership is a referral-based collaboration where the Partner sources eligible women-led MSMEs, and Sterling Bank retains full authority for credit appraisal, approval, and disbursement.

### **2. Scope of Responsibilities**

Partner Organization shall:

- Identify and refer viable women-led businesses
- Support customer sensitization and onboarding
- Provide reasonable support for loan monitoring and recovery

Sterling Bank shall:

- Conduct all credit assessment and approval processes
- Disburse loans in line with internal policies
- Manage all customer relationships and loan performance

### **3. Origination Fee Structure**

- Partner earns 1% of loan amount per successful disbursement
- Paid quarterly
- Applicable only on performing loans
- No upfront, fixed, or retainer fees

### **4. Performance Threshold**

- Fee payments are tied to portfolio quality
- Where Non Performing Loan NPL exceeds 3%, Sterling reserves the right to suspend payments and/or review the partnership

### **5. Referral & Exclusivity**

- All referrals under this framework must be formally submitted and acknowledged by Sterling
- Partner agrees to prioritize Sterling as the primary financing partner for referred customers

## **6. Credit Authority & No Guarantee**

- Sterling retains sole discretion over all credit decisions
- Referral does not guarantee loan approval or disbursement

## **7. Compliance & Conduct**

Partner shall:

- Ensure all referrals are legitimate and compliant
- Adhere to AML/CFT regulations and applicable laws
- Not misrepresent Sterling's products, pricing, or approval authority

## **8. Data Protection & Confidentiality**

- No unauthorized collection, storage, or processing of customer data
- All shared information must be treated as strictly confidential
- Compliance with the Nigeria Data Protection Act (NDPA) is mandatory

## **9. No Agency Relationship**

This arrangement does not create agency, partnership, or joint venture.

The Partner cannot bind or represent Sterling in any capacity.

## **10. Term & Termination**

- Initial term: 1 year (renewable)
- Either party may terminate with 30 days' written notice
- Sterling may terminate immediately for risk, regulatory, or compliance concerns

## **11. Indemnity**

The Partner Organization shall indemnify Sterling against:

- Misrepresentation or misconduct
- Regulatory breaches
- Fraudulent or non-compliant referrals

## **12. Audit & Oversight**

Sterling reserves the right to review and audit partner activities related to this framework with prior notice.

## **13. Governing Law & Dispute Resolution**

- Governed by the laws of the Federal Republic of Nigeria
- **Disputes:** If at any time, any question, dispute, or difference whatsoever shall arise in respect of this Agreement, it shall be resolved through negotiation by the parties.
- Where the dispute or difference cannot be resolved through negotiation, it shall be referred to Mediation at the Lagos Multi-door Courthouse (LMDC). The Mediation shall be in accordance with and subject to the provisions of the extant law in place or any statutory modification or re-enactment thereof for the time being in force.
- Both Parties shall only approach the Court for claims of Contract breach after the inability to resolve all differences through Mediation.