Sterling Bank's Terms and Conditions for SME Financing and Non-Financing Solutions/ Products for Members of Women-Focused Communities

1. Introduction

1.1. This proposition is offered by Sterling Bank Limited ("Sterling Bank" or the "Bank") through its Gender Banking Desk to eligible members of pre-approved women-focused communities, groups and associations who meet the eligibility criteria of the Bank which includes the underlisted conditions under clause 2 of this General Terms and Conditions {"Eligible Customer(s)"}.

1.2. Eligible customers may apply for financial and non-financial solutions/ products made available by the Bank, subject to the Terms and Conditions captured herein and the specific terms applicable to each solution/ product/ service.

1.3. Access to the proposition or referral by a community partner does not guarantee eligibility to participate or apply for or approval of any product, service or facility. All approvals, disbursements or services of a financial and non financial nature under any proposition are subject to the Bank's due diligence and Credit Approval Process.

2. Eligibility

2.1. To participate, a customer must:

- be a member of an approved community, group or association;
- meet the Bank's onboarding requirements;
- satisfy all applicable Know Your Customer (KYC), Anti-Money Laundering (AML) and verification requirements;
- meet the eligibility requirements applicable to the selected product or service; and
- where financing is requested, satisfy the Bank's Risk Acceptance Criteria, credit assessment requirements and prevailing lending policies.

2.2. Customers with dormant or restricted accounts, or who are in default of any obligation owed to Sterling Bank, may not be eligible.

2.3. Sterling Bank reserves the right to verify a customer's membership of the referring community and request any additional information or documentation required to assess eligibility. This is without prejudice to other rights that Sterling may have for the conduct of due diligence on the Eligible Customer under this Agreement.

3. Community Referrals

3.1. Customers may be introduced or referred to Sterling Bank by an approved community partner. A Community partner is an independent third party who can refer customers to Sterling Bank for the purpose of participating in a proposition ("Community partner").

3.2. Community partners are independent third parties and do not act as agents, employees or representatives of Sterling Bank.

3.3. A Community partner is not authorised to approve an application, make a lending decision or commit Sterling Bank to providing any product, service or facility.

3.4. Any information provided by a community partner regarding the proposition is subject to confirmation by Sterling Bank and the qualifications as detailed under Clause 1.3 of this Terms and Conditions.

3.5. All applications shall be assessed independently by the Bank in accordance with its applicable policies and approval processes.

4. Financial and Non-Financial Solutions/ Products

4.1. Eligible customers may apply for financing and other financial or non-financial solutions made available under the proposition.

4.2. The availability, features and eligibility requirements of each solution may vary and shall be subject to its applicable terms and conditions.

4.3. Where financing is requested:

- the application shall be subject to the Bank's credit assessment and approval process;
- approval shall be at the Bank's discretion;
- the approved amount, tenor, interest rate, fees, repayment terms and other applicable conditions shall be communicated to the customer before disbursement; and
- the customer may be required to execute a separate facility agreement and provide additional documentation or security.

4.4. Submission of an application does not constitute an offer or guarantee of approval.

5. Customer Responsibilities

5.1. Customers shall:

- provide complete, accurate and current information;
- submit all required supporting documents;
- notify the Bank of any material change to the information provided;
- comply with the applicable product or service terms;
- use any approved facility solely for its stated purpose; and
- repay any approved facility in accordance with the agreed repayment terms.

- Safeguard all account credentials and strictly prohibit unauthorized third parties from accessing or operating the approved facility where applicable.

- Provide additional documentation promptly if requested by the Bank for periodic reviews, KYC updates, or regulatory compliance.

5.2. The provision of false, misleading or incomplete information may result in the rejection or withdrawal of an application, termination of participation or any other action permitted by law.

6. Data Privacy and Information Sharing

6.1. Sterling Bank shall process customers' personal information in accordance with applicable data protection laws, including the Nigeria Data Protection Act 2023, and the Bank's Privacy Policy available at sterling.ng/privacy.

6.2. Where permitted by law, Sterling Bank may obtain or verify relevant customer information from the referring community partner for the purposes of confirming membership, processing an application, assessing eligibility or administering the proposition.

6.3. Community partners are independently responsible for ensuring that any personal information shared with Sterling Bank has been collected and disclosed lawfully and that the relevant privacy notices have been provided.

6.4. Customers may be required to provide additional consent where this is necessary for a particular product, service or data-processing activity.

7. Sterling Bank's Role and Liability

7.1. Sterling Bank's role is limited to the products and services it directly provides under the applicable agreements subject to their respective terms and conditions.

7.2. To the extent permitted by law, Sterling Bank shall not be liable for:

- any unauthorised representation, promise or commitment made by a community partner;
- any act, omission, negligence or misconduct of a community partner;
- any dispute arising between a customer and a community partner; or
- the suspension, withdrawal or termination of a community partner's participation.

7.3. Sterling Bank does not guarantee that every referred customer will qualify for or receive any product, service or facility.

8. Changes and Discontinuation

8.1. Sterling Bank may add, remove or replace a community partner or modify the solutions/ Product available under the proposition, subject to applicable laws and regulatory requirements.

8.2. Sterling Bank reserves the right to amend, suspend or discontinue the proposition or these Terms and Conditions at any time, subject to applicable laws and regulatory requirements.

8.3. the Bank shall not be held liable for any financial losses, loss of business opportunities, or expenses incurred by an eligible customer or third party resulting from:

a. the addition, removal, replacement, or termination of a community partner;

b. any modification, variation, or withdrawal of the solutions or products; or

c. the amendment, suspension, or discontinuation of this proposition or these Terms and Conditions.

9. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria and all disputes with respect to these Terms and Conditions shall be adjudicated in a competent Court in Nigeria.

10. Acceptance

By applying for a product or service under this proposition, the customer confirms that they have read, understood and agreed to these Terms and Conditions and any additional terms applicable to the selected product or service.