

eZ MERCHANT LOAN AGREEMENT NO: .....

Front Sheet

This Agreement comprises of this **Front Sheet**, and the Schedule 1 annexed hereto. The eZ Merchant Loan Agreement is entered into between **DIALOG FINANCE PLC**, a company duly incorporated in Sri Lanka (Company PB 765 PQ) and having its registered office at No. 475, Union Place, Colombo 02 (hereinafter called and referred to as “the Company” which term or expression as herein used shall where the context so requires or admits mean and include the said Dialog Finance PLC and its successors and permitted assigns) and the Borrower set out below subject to the terms and conditions of the Ez Merchant Loan Facility set out in Schedule 1 .

In the event of a discrepancy between this Agreement and Loan Agreement available in the [www.dialogfinance.lk](http://www.dialogfinance.lk) the terms and conditions set out in this Agreement shall prevail.

‘Borrower’ Details:

Individual

Full Name Borrower:	..... (hereinafter called 'the Borrower' which term or expression as herein used shall where the context so requires or admits mean and include the said Borrower his/her their heirs, executors, administrators and assigns)
Address:	.....
NIC No.:	.....

Company/Partnership/ Sole Proprietorship:

Name of Company/Partnership/ Sole Proprietorship:	..... (hereinafter called 'the Borrower' which term or expression as herein used shall where the context so requires or admits mean and include the said Borrower his/her their heirs, executors, administrators and assigns)	
Registered Address:	.....	
Business Registration No.:	.....	
In the event of a Partnership/Sole Proprietorship:	Partner 01: Name: .....	NIC:.....
	Partner 02: Name: .....	NIC:.....
	Partner 03: Name: .....	NIC:.....

Guarantor Details:

Full Name Guarantor:	.....
Address:	.....
NIC No.:	.....

Loan Details:

Revolving Loan Amount :	.....
Interest Payable :	.....
Tenure :	.....
Penalty interest:	.....

Execution:

SIGNED AND EXECUTED on ..... by an authorized officer of Dialog Finance PLC and the Borrower.

<b>For and on behalf of Dialog Finance PLC</b>  ..... Authorized Officer	<b>For and on behalf of the Borrower</b>  <u><b>Individual</b></u>  Signature: .....  Name: .....   <u><b>Company/ Partnership/ Sole Proprietorship:</b></u>  <b>Authorized Signatory/Partner 01:</b>  Signature: .....  Name: .....  Designation: .....  <b>Authorized Signatory/Partner 02:</b>  Signature: .....  Name: .....  Designation: .....  <b>Authorized Signatory/Partner 03:</b>  Signature: .....  Name: .....  Designation: .....
<b>Witness:</b>  Signature: .....  Name: .....  NIC: .....  Sales Code: .....	

SCHEDULE 1

TERMS AND CONDITIONS OF THE eZ MERCHANT LOAN FACILITY

**WHEREAS** the Company carries on business as a Licensed Finance Company and in the ordinary course of its business lends monies and / or grants financial facilities to its customers and constituents.

**WHEREAS** the Borrower has applied for a eZ Merchant Loan which is morefully described in the eZ Merchant Loan Application hereto from the Company ("eZ Merchant Loan") and based on the representations made by the Borrower, the Company has agreed to grant the eZ Merchant Loan to the Borrower subject to the terms and conditions more fully set out in this Schedule 1 (Terms and Conditions of the eZ Merchant Loan Agreement).

the Company and Borrower shall individually be referred to as "Party" and collectively referred to as "Parties"

1. DISBURSEMENT OF FUNDS

- 1.1. The Company shall at it's sole discretion grant the eZ Merchant Loan together with interest detailed in the eZ Merchant Loan Application and the said Borrower shall repay the eZ Merchant Loan within a period set out in the eZ Merchant Loan Application and in the event of a default of payments, an additional interest per annum as penalty interest shall be charged until the payment is made in full.
- 1.2. Notwithstanding any arrangement or writing to the contrary between the Parties, the Borrower hereby expressly agrees that the aforesaid amount together with all other charges as described in clause 3 (PAYMENTS) shall be repayable on demand to the Company and all arrangements or indulgences or permitted to Borrower to repay by installments shall be subject to the principal obligation of repayment on demand.
- 1.3. The Borrower also agrees that any statement extract in writing or other document showing the monies owning hereunder by the Borrower to the Company and made out of the Company books or document and signed and certified by any authorized officers shall be deemed sufficient at Law, and conclusive proof against the Borrower, of the contents thereof without any other documents or vouchers to support the same and the same shall further be deemed to be conclusive proof against the Borrower of the fact that the amount set out therein are due by the Borrower.

2. REVOLVING LOAN FACILITY

- 2.1. The facility offered by the Company to the Borrower shall be on a revolving basis subject to the sole discretion of the Company and the terms and conditions set out herein.
- 2.2. The Company agrees to lend and advance to the Borrower at any given time not exceeding a sum of ..... of lawful money of Sri Lanka.
- 2.3. The Company shall disburse the said sum of ..... as and when the Borrower request and the said sum shall be credited to the Borrower's eZ Cash Account.

3. PAYMENTS

- 3.1. The Borrower shall pay the charges that shall be debited to the Borrower's eZ Merchant Loan account in connection with serving of this eZ Merchant Loan by the Company and payments made at any Branch of the Company or Dialog Axiata PLC (Agent) Arcade/ Branch or appointed Agent shall be deemed to have been to the principal business place of the Company.

4. TERMS AND CONDITIONS

- Whereas the Borrower hereby agrees to abide by the following:
  - 4.1. The Borrower agrees that the Company shall have absolute discretion to appropriate any payment received from Borrower:
    - 4.1.1. first towards settlement in respect of overdue Interest (if any) and Government Levies, costs including legal fees etc. incurred by the Company on account of this eZ Merchant Loan and the balance, if any, towards the said principal amount.
    - 4.1.2. against this Agreement, in respect of dues under other agreements with the Company under which the Borrower has taken on this eZ Merchant Loan.
  - 4.2. The Borrower shall immediately inform the Company in the event of the occurrence of the following event and shall if required by the Company settle in full the outstanding eZ Merchant Loan amount which shall be payable by the Borrower to the Company:
    - 4.2.1. Any material change is expected or experienced in his/her financial condition.
    - 4.2.2. Particulars of any litigation which may tend to affect the his/her financial capacity and in which the Borrower may be involved
    - 4.2.3. of a termination or resignation or in a similar event of his/her employment

Individual /Proprietor/ Partners Signature:.....

- 4.3. The Company is hereby irrevocably authorized by the Borrower without notice to the Borrower:
- 4.3.1. to combine the account of this eZ Merchant Loan with all or any of the Borrower other accounts or deposits (term or demand); and
  - 4.3.2. to transfer and appropriate all monies lying to the Borrower's credit with and such unfettered right and shall be exercised by dishonoring or refusing payments demands or withdrawals or other like documents drawn by the Borrower on any officer of on or before the date of the exercise of such right or authority or even to the extent of closing any account in the Borrower name and the Borrower hereby undertakes to indemnify the Company against all claims or demands that may be on the Company consequent in such action of the Borrower.
- 4.4. The production in any court of Law or before any Tribunal or body or statutory officer of any statement, extract, writing or other documents showing monies owing by the Borrower as a result of the Company granting this eZ Merchant Loan and made out of the books or documents of the Company and signed and certified by the Manager or Accountant of shall be deemed to be conclusive proof of the amounts of the Borrower's liability to the Company without any further documents or vouchers being produced by the Company .
- 4.5. The monies due by the Borrower to the Company in respect of this eZ Merchant Loan and interest thereon shall be recoverable from the Borrower notwithstanding the prescription Ordinance (cap 68) and the Borrower shall not raise the prescription Ordinance (cap 68) as a bar to the Company suing the Borrower for the recovery of the said monies.
- 4.6. All representations and statements made above and elsewhere and otherwise to the Company or any of its officers or its agents, by the Borrower or his/her agents, employees or officers, in writing or otherwise on the Borrower on behalf of purporting to be on the Borrower behalf are hereby warranted true and correct and intended to be acted upon by the Company and shall form the basis of the contract resulting from recovery of the said monies.
- 4.7. The Borrower agrees that in the event of default by the Borrower, the Company may appoint a third party collector for the recovery of outstanding amounts and the Borrower agrees to pay all costs of such collection.
- The Borrower agrees that the Company at its sole discretion may change any interest rates, service fees, and other charges applicable under this Loan Agreement from time to time. Provided however, the Company shall give Fourteen (14) days' notice to the Borrower in writing prior to effecting such change.
- 4.8. This Agreement shall be prima facie evidence of the amount owing by the Borrower to the Company.
- 4.9. The Borrower shall not be entitled to a rebate in the event of an early settlement of the eZ Merchant Loan
- 4.10. The Company shall have the right to set-off/net off on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Borrower and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Company/their trustees or agents(whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Borrower in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Company's services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by the Company to the Borrower. The Borrower also notes that the Company lien available to the Company on the aforesaid assets.
- In addition to the above mentioned right or any other right which the Company may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorizes the Company:
- 4.10.1. to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of the Company;
  - 4.10.2. to sell or dispose of any of the Borrower's securities or properties held by the Company by way of public or private sale or assignment or in any other manner whatsoever without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Company from the Borrower, including costs and expenses in connection with such sale / disposal / transfer / assignment; and
- 4.11. The Borrower shall not transfer ownership and/or vary it's profile details of the registered mobile number and/or eZ Cash account until the eZ Merchant Loan is settled in full.
- 4.12. In the event of any unsettled outstanding on the eZ Merchant Loan, the Company reserves the right to;
- 4.12.1. Instruct Dialog Axiata PLC to withhold any payment of commission, fees or such other payable due to the Borrower until such time that the outstanding payments are settled in full; and/or
  - 4.12.2. Instruct Dialog Axiata PLC to deduct such outstanding amounts from any funds lying in the Borrower's eZ Cash wallet and settle such outstanding amounts to the Company without any prior notice to the Borrower.

**5. SECURITY FOR THE FACILITY**

- 5.1. The eZ Merchant Loan Facility together with all interest, all fees, commitment charges, costs, charges, expenses and other monies whatsoever stipulated in or payable under this Agreement and the other transaction documents shall be secured by Primary/Collateral security as set out in front sheet.
- 5.2. The Security shall be created in favour of the Company as required by the Company in a form and manner accepted by the Company.
- 5.3. Prior to any disbursement by the Company under the eZ Merchant Loan Facility, The Borrower shall procure and furnish to the Company, in the form prescribed by the Company ("Guarantee and Indemnity"), an irrevocable and unconditional guarantee from the "Guarantor" morefully set out in the Front Sheet herein for the due repayment /payment of the eZ Merchant Loan Facility including all interest thereon and other monies payable by the Borrower in respect of the eZ Merchant Loan Facility. The Borrower shall not pay any guarantee commission to the Guarantor.  
The said Guarantee and Indemnity shall be applicable throughout the validity of this Loan Agreement. Any amendments/ changes to the Guarantor details shall be duly informed to the Company in writing whereas if the guarantor for this Loan Agreement changes the Borrower shall ensure that a new Guarantee and Indemnity is signed and executed with such new guarantor.

**6. MATERIAL BREACH**

- This Agreement shall be deemed to have been breached in the event that:
- 6.1. The Borrower fails to pay the amount on the due date and fails to pay the total amount due with interest on demand at Colombo.
- 6.2. If the Borrower fails and/or neglects to adhere by any terms or condition of this Agreement.

**7. CONSEQUENCE OR BREACH/DEFAULT**

- 7.1. In the event of the occurrence of any act of MATERIAL BREACH (clause 4) hereof, the Company reserves the right to termination of this Agreement. Termination of this Agreement shall be without prejudice to the respective rights and obligations accrued under this Agreement prior to such termination.
- 7.2. Upon termination of TERMS AND CONDITIONS (clause 3), PAYMENT (clause 2), EXCLUSIVE JURISDICTION (clause 8) shall survive the termination of the Agreement.

**8. WAIVER AND VARIATION**

- 8.1. Any delay, failure or omission by either party in enforcing exercising or pursuing any right power or privilege claim or remedy set out hereunder or any breach by either party of its obligations hereunder shall not be deemed to be construed as a waiver thereof or of any such right power privilege claim or remedy or operate so as to bar the enforcement or exercise thereof or of any other such right, power, privilege, claim or remedy in any other instance at any time or times thereafter.
- 8.2. The Company reserves the right to amend or vary the terms and conditions of this Agreement from time to time

**9. SEVERABILITY / ILLEGALITY**

- 9.1. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

**10. EXCLUSIVE JURISDICTION**

- 10.1. This Agreement and the security afforded hereunder shall be governed and construed in all respects in accordance with the Law of Sri Lanka and the Court of jurisdiction shall be Colombo

**11. NOTICES**

- 11.1. All notices, requests, demands or other communications under this Agreement may be made by the Company under the hand of its Secretary, Manager Accountant, Legal officer or by any person or firm for the time being acting as Lawyer or Lawyers for the Company by a letter addressed to the "Borrower" and sent by post or delivered to the address herein before stated and Notice of Demand so given or made shall be deemed to given or made or received on the day it was so delivered or the day following that on which it is posted as the case may be.
- 11.2. All reminders shall be sent by short messages services (SMS) to the mobile telephone number or Electronic mail given by the Borrower and the Borrower hereby states that the said messages being electronic messages shall be deemed to be legally binding reminders.

- 11.3. It is further agreed that all payments shall be receipted / acknowledged whether the payments are treated as payments/damages/statutory payments/service charges.
- 11.4. The Terms and condition of this Agreement shall be read in conjunction with the Offer Letter and the Consent Letter provided by the Borrower and clauses mentioned therein, the said Consent Letter, Offer Letter and the eZ Merchant Loan Application shall form an integral part of this Agreement.

**Individual /Proprietor/ Partners Signature:**.....