

Branch International Financial Services Limited

Referral Program Terms and Conditions

Last Updated: November 17, 2020

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The Branch Referral Program ("the Program") allows users in qualifying countries to earn a promotional bonus toward future loans by referring friends to become new users on Branch. Promotional bonuses are currently available in Kenya, Nigeria, Tanzania, and India. If the Program is introduced in additional countries, the terms outlined in this document will be immediately applicable. To participate, users must agree to these terms, which become part of the Branch <u>Terms of Use</u>.

How to Earn a Bonus

Users can earn a bonus if a referred friend enters the user's invite code prior to repaying their first loan and repays their loan in full and on time.

The referring user will be credited with the bonus amount specified in the referral invitation after the referred friend repays their first loan in full and on time. We reserve the right to modify or discontinue a particular offer or amount indicated in the referral invitation at any time.

The maximum total of all promotional bonuses that can be earned per user will be 4,000 KSH, 15,000 NGN, 80,000 TZS or 2,500 INR per month, unless indicated otherwise in the referral invitation.

Promotional bonuses can only be earned for referrals in your country of residence, and cannot be earned for cross-border referrals. The reward criteria are set by Branch in its sole discretion and are subject to change at any time. The reward criteria may vary by market or within a particular market. Branch, at its sole discretion, may make available certain promotions with different reward criteria or bonuses to other users or prospective users.

Redeeming Bonuses

Bonuses are automatically deducted from the amount of principal you owe on your next loan. You may only apply one bonus per loan. Once earned, bonuses will be added to the total on your "Bonus History" page in the Branch mobile app. Users who default on a loan are no longer eligible for bonuses, will lose bonuses previously earned, and will not be able to apply bonuses to future loans. We reserve the right to modify the amount that may be redeemed at any time.

You are responsible for any tax consequences, if any, that may result from your redemption or use of bonuses.

Sharing Referral Links and Invite Codes

Referrals should only be used for personal and non-commercial purposes. Referral links and invite codes should not be distributed on commercial websites (such as coupon websites, YouTube, or Google Play) or on blogs. Users are prohibited from "spamming" anyone with referral invitations. This includes mass emailing, texting or messaging people you do not know or using automated systems or bots through any channel to distribute your code. Users are prohibited from paying to advertise their code. Users who are found to be distributing their invite codes or referral links may lose access to bonuses, including those previously earned.

Referred Friends

Referred friends who have entered a valid promo code before repaying their first loan may also receive a bonus in the form of a bonus in the amount(s) indicated in the referral invitation after fully repaying their first loan on time, if applicable. The bonus can be used for future loans. We reserve the right to modify the amount that may be redeemed at any time.

Promo codes expire one year from when you sign up for a Branch account. Branch reserves the right to any remedy, including cancellation of your account or bonuses, if fraud, tampering, violations of these terms or Branch's Terms of Use, or technical errors are suspected.

A referred friend may only use one referral link or promo code. If a referred friend receives referral links from multiple users, only the user associated with the referral link actually used by the referred friend will receive a bonus.

Severability

If any provision in these terms are held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

Termination and Changes

Branch may suspend or terminate the Program or a user's ability to participate in it at any time for any reason.

We reserve the right to suspend accounts or remove bonuses if we notice any activity that we believe is abusive, fraudulent, or in violation of the Branch Terms of Use. We reserve the right to review and

investigate all referral activities and to suspend accounts or modify referrals in our sole discretion as deemed fair and appropriate.

The scope, variety, and type of services and products that you may obtain by redeeming bonuses can change at any time.

Updates to the Terms

We can update these terms at any time without prior notice. If we modify these terms, we will post the modification on the branch.co website, which are effective upon posting. Continued participation in the Program after any modification shall constitute consent to such modification.