



Terms and Conditions for Application to The FirstPreneur Programme

The following Terms and Conditions apply to The FirstPreneur programme ("The Programme") being run by First National Bank of Botswana Limited (FNBB) and its partner TheNeoHub (TNH). By applying and participating in the Programme, you will be deemed to have read, understood and accepted these Terms and Conditions.

These Terms and Conditions and any amendments or variations thereto take effect on their date of publication.

1. Definitions and Interpretation

These Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings shown below:

- 1.1. "Indemnified Party/parties" shall mean each of the Programme Managers and their respective subsidiaries, affiliates and partners the provisions of these Terms and Conditions on indemnity shall be for the benefit of the Indemnified Parties and shall be enforceable by each such Indemnified Party.
- 1.2. "Person" includes a natural person and a body corporate.
- 1.3. "Personal Information" or "Personal Data" means personal identifiable information as prescribed in the Data Protection Act and further as captured in the FNBB Privacy Policy.
- 1.4. "Programme Manager" means FNBB and TheNeoHub individually, and "Programme Managers" means FNBB and TheNeoHub collectively.
- 1.5. "We," "our," and "us," means the Programme Managers and where applicable may include each of their affiliates, successors and assigns.
- 1.6. "You" or "your" means the person applying to the Programme and the terms shall include the persons' successors in title and permitted assigns.
- 1.7. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2. Overview of the Programme

- 2.1. In recognition of the transformative power of collaboration, FNBB and TheNeoHub have joined forces to launch "The FirstPreneur", a comprehensive two-year programme aimed at nurturing, supporting, and accelerating entrepreneurs in building sustainable businesses. This strategic partnership aims to leverage the strengths of both organisations to create a synergistic force that accelerates the development of SMMEs, with a particular emphasis on empowering the youth and women.
- 2.2. The shared vision of "The FirstPreneur" extends beyond immediate goals, encompassing employment creation, financial growth, and SMME support. It aspires to contribute to broader objectives such as community impact, financial literacy, and the establishment of a robust financial ecosystem for Small, Medium, and Micro Enterprises (SMMEs). By uniting efforts, the programme seeks to create a lasting impact on the entrepreneurial landscape, fostering a culture of innovation and sustainability.

3. Eligibility Criteria

To be eligible for the Programme, an applicant/business shall:

- 3.1. Be a 100% citizen-owned established company or market-driven social enterprise,
- 3.2. Be in operation for at least two (2) years,
- 3.3. Lead a company with a strong value proposition and potential to grow,
- 3.4. Have a management team of at least two (2) people in addition to the CEO or founder,
- 3.5. Have an existing track record of impact,
- 3.6. Have an entrepreneurial mindset and,
- 3.7. Submit your company profile.

4. Launch Date and Indicative timelines

The Programme shall be launched at 1100 hrs, on 19 March 2024, and shall run as follows:

- 4.1. Registration and submission of applications: 19 March 2024 to 06 May 2024,
- 4.2. Evaluation of applications and feedback to applicants - by 15 May 2024; and,

- 4.3. Successful applicants to proceed to a twenty-four (24) month Entrepreneurship Development Programme starting in the year 2024. The Programme Managers reserve the right to amend this indicative timeline as may be necessary from time to time.

5. How to Apply

- 5.1. Eligible persons may apply to the Programme by visiting the FNBB website and TheNeoHub website and filling out an online submission form (which includes a description of the Applicant's business and how it fits the eligibility criteria).
- 5.2. The application shall be screened by a team of cross-functional experts after which an application will either be progressed, provisionally accepted or rejected.
- 5.3. The Programme Managers shall not be under any obligation to give reasons for the acceptance or rejection of any application to the Programme.
- 5.4. The Programme Managers shall use their best efforts to respond to all applications.
- 5.5. Successful applicants shall be contacted by the evaluation team under the Programme and advised on the next steps and timelines regarding further evaluation and governance processes.
- 5.6. The Programme Managers further reserves the right to extend any timelines for the Programme, which decision shall be communicated to the Applicants.
- 5.7. Nothing in these Terms and Conditions shall be construed to impose any liability on the Programme Managers whatsoever and however arising for failure to evaluate or respond to an application within the timelines herein.

6. Accuracy of Information

- 6.1. The Applicant warrants that none of the information it shall supply to the Programme Managers contains or will contain any untrue statements of material facts or omit to state a material fact required to ensure that the statements made, in light of the circumstances in which the Applicant made them are not misleading.
- 6.2. The Applicant warrants that the information and documentation that it has provided or will supply under these Terms and Conditions, shall comply in all respects with the applicable laws and is not the subject of any active or threatened litigation, claim or dispute.
- 6.3. All information provided by applicants shall avoid use of expressions that are offensive, vulgar, defamatory, or that violate the privacy of individuals or are otherwise in contravention of the law, or that comprises content with political, religious and associated bearings.

7. Disclaimers with respect to the Applications Received

- 7.1. Our receipt, evaluation, or selection of your application for further discussion does not imply any promise to pay or compensate you for your submission nor is it recognition of the alleged novelty, originality or usefulness of your submission nor does it establish any relationship, which might require the Programme Managers to compensate you for the evaluation of the information disclosed in the submission.
- 7.2. For the avoidance of doubt, the Applicant acknowledges that the Programme Managers are not obligated to take any action whatsoever with regard to the Applicant's submission.
- 7.3. Further and without prejudice to the provisions of this clause, nothing in these Terms and Conditions shall obligate the Programme Managers to enter into any future agreements with the applicant(s).



Terms and Conditions for Application to The FirstPreneur Programme

(Continued)

8. Confidentiality

- 8.1. The Programme Managers hereby agree that upon receipt of materials marked as "CONFIDENTIAL" which contains information of a confidential and proprietary nature, they shall make all reasonable effort to prevent unauthorised disclosure, copying or publication of such confidential and proprietary information.
- 8.2. Information shall not be considered confidential if; the information is already in the public domain or if the information enters the public domain through no action or omission of the Programme Managers, or if the information is obtained legally from a third party.

9. Intellectual Property rights

- 9.1. The Applicant confirms that the submission of their application to the Programme does not infringe any existing patents, copyrights and or trademarks or other legal rights.
- 9.2. The Applicant shall indemnify the Indemnified Parties against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Parties arising out of or in connection with any claim made against the Indemnified Parties for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with:
 - 9.2.1. The Indemnified Parties' use in accordance with these Terms and Conditions of Intellectual Property Rights licensed to it by the Applicant; or
 - 9.2.2. The receipt or use by the Indemnified Parties of inputs or other items or services provided by the Applicant.

10. Indemnity

- 10.1. The Indemnified Parties shall not be responsible for any loss suffered by any applicant in participating in the Programme.
- 10.2. The Indemnified Parties will not be liable for any losses or liability incurred by any applicant as a result of or in connection with:
 - 10.2.1. A failure of any of the Warranties or any undertakings by Applicants to be true and correct; and,
 - 10.2.2. Any breach of or non-compliance by any applicant with any of its obligations whether to the Indemnified Parties or to any third party.
- 10.3. All Warranties and Obligations implied by law are hereby excluded to the fullest extent permitted by law.
- 10.4. The Applicants further indemnifies the Indemnified Parties against any claim, including third party claims arising out of their participation in the Programme.
- 10.5. The Applicant shall at all times hold the Indemnified Parties and Programme Managers harmless against all third-party claims, legal actions, costs or expense of whatsoever nature arising out of any use, implementation or utilisation of the Services provided by the Supplier to the Bank in accordance with this Agreement.

11. Liability

- 11.1. To the extent permitted by law, each Party shall be excluded from liability for any indirect, special or consequential damages arising out of or relating to its participation or actions during the subsistence of the Programme.
- 11.2. Neither party shall have liability to the other in any circumstances under or in the course of the Programme [whether under the express or implied terms of any agreement that may be entered into under the Programme, or in tort, or delict (including negligence or breach of statutory duty) or in any other way and whatever the cause]] for any loss of profit, business, contracts, revenues or anticipated savings of any nature whatsoever suffered by the other party.

12. Data Protection and Privacy

- 12.1. The Parties specifically record that all Data provided by the Applicant to the Programme Managers and vice versa shall constitute Confidential Information hereby warrants that they shall at all times strictly comply with all Applicable Laws and with all the provisions and requirements of FNBB data protection policies and procedures which may be in force from time to time.
- 12.2. The Applicant and the Programme Managers must ensure to obtain all necessary approvals and consent in terms of Applicable Law, in order to process any personal information of their/either employees, directors, consultants and third-party contractors. The Applicants accordingly absolves and indemnifies the Programme Managers of any liability in terms of any Applicable Law, for any failure by the Applicant to obtain specific consent from the relevant Data subjects or for failing to advise such Data subjects of the reason for processing such Personal Information.
- 12.3. The Programme Managers intends to ensure that the Applicants fully understand how its Personal Information may be used. FNBB has described the purposes for which the Applicant's personal information may be used in detail in the Privacy Notice, it has also set out further information about accessing, correcting, updating or objecting to the processing of third parties' personal information in the Privacy Notice. Programme Managers therefore requires the Applicants to read and ensure that they understand the Privacy Notice <<https://www.fnbbotswana.co.bw/downloads/fnbBotswana/legal-matters/privacyPolicy/CustomerPrivacyNotice.pdf>>

13. General

- 13.1. The Programme Managers reserve the right to amend or vary these Terms and Conditions or to stop receiving applications and any activities of the Programme at any time. In any of these events, notice will be given via various communications and will be effective immediately or as at the date referred to in such notifications.
- 13.2. Any update or amendment to these Terms and Conditions including privacy terms will be available on both FNBB and TheNeoHub websites.
- 13.3. Employees of each of the Programme Manager and any other persons designated as decision-makers for purposes of the Programme are not eligible to participate in the Programme.
- 13.4. Shortlisting of applications and/or submissions shall be at the sole discretion of the Programme Managers and the decisions thereon shall be final.

14. Dispute Resolution and Governing Law

- 14.1. This Programme and any ensuing Agreements will be governed, construed and take effect in all respects in accordance with the laws of the Republic of Botswana.
- 14.2. Any dispute which arises shall be referred to a committee consisting of two (2) members appointed by the Programme Managers and two (2) members appointed by the Applicant who will use their best efforts to resolve the dispute within fourteen (14) days of the dispute having been referred to them.
- 14.3. Should the committee be unable to resolve a dispute then such dispute may be submitted to and decided by arbitration or litigation.

15. Costs

- 15.1. Each Applicant shall pay its own costs and charges incurred in connection with the preparation and submission of the application and any supporting documents.
- 15.2. For avoidance of doubt, no such costs and charges shall be refunded by the Programme Managers.