MEMBER GOVERNANCE / SAVINGS / LENDING / WELFARE

VISION FINANCE GROUP

CONSTITUTION

Established 27 March 2017
Origin: Zomba District, Malawi

Promoting saving, ethical lending and member empowerment.

A continuous member savings and lending group, supporting business capital, other borrower needs, mutual welfare and accountable financial management.

BANKING ARRANGEMENTS

Bank	Branch	Operating arrangements
FDH Bank	Zomba, Malawi	Group bank account and electronic banking, including loan disbursements to members. The account currently retains the former bank-account name “Vision Finance Corporate” pending any approved bank name update.

Adoption and commencement are governed by Article 12. The signed adoption record forms part of this Constitution.

Contents

Preamble

We, the members of Vision Finance Group, establish this Constitution to guide our continuing savings, lending, welfare and approved business activities; protect member funds; define leadership responsibilities; and ensure fair, transparent and accountable decisions.

Interpretation

“Group” and “VFG” mean Vision Finance Group. A “General Meeting” is a meeting of members. A “voting member” is an admitted individual whose membership has not ended. An allegation, unpaid fee or temporary loan restriction alone does not remove voting rights. “MWK” means Malawi kwacha. Days are calendar days unless stated otherwise. Fractions in quorum and voting thresholds are rounded upward. The Group’s own fund is not an additional voting member.

Articles 1–12 and Schedule 1 form the operative Constitution. Policies, banking mandates and resolutions implement it but cannot override it.

Article 1 | Name and purpose

1.1 Name and former name. The name of the Group shall be Vision Finance Group, abbreviated as VFG. The Group was previously known as Vision Finance Corporate, abbreviated as VFC. References to “Vision Finance Corporate” or “VFC” in earlier rules, minutes, banking records, agreements and other historical records shall be treated as references to the same Group where the context so requires. Historical records shall not be altered merely to reflect the change of name.

1.2 Establishment and origin. The Group was established on 27 March 2017 and originated in Zomba District, Malawi. Adoption or amendment of this Constitution does not change that establishment date or place of origin.

1.3 Purpose. The Group shall promote continuous saving, ethical lending and member empowerment. Members may borrow for business capital or other lawful purposes chosen according to their needs, subject to this Constitution and approved loan terms. The Group shall also support mutual welfare, financial learning and member-approved income-generating activities.

1.4 Values. The Group shall uphold honesty, transparency, accountability, fairness, mutual respect, cooperation and responsible management of shared resources. The same rules apply to all members, including those serving in leadership positions.

1.5 Administration. The Group shall operate in Malawi. The Secretary shall maintain and communicate its current correspondence address, official communication channels and contact details as approved by the General Meeting.

1.6 Legal and internal authority. The Group shall operate as a voluntary, member-controlled group, subject to applicable law. This Constitution does not itself confer incorporation, a financial-services licence or limited liability. Authorised members shall establish any required authority before entering regulated activities or commitments and shall not promise guaranteed returns.

1.7 Governing rules. Applicable law prevails over this Constitution. Subject to that law and existing binding agreements, this Constitution prevails over inconsistent internal policies or resolutions. No member may change a member’s obligations through a private arrangement or an unsupported announcement.

1.8 Continuous operation. The Group shall operate continuously without a fixed end date or a scheduled contribution share-out cycle. Its operations shall continue from year to year unless it is dissolved under Article 11.

Article 2 | Membership

2.1 Eligibility. Membership shall be open to persons aged at least 18 years who accept the Group’s purpose and this Constitution, can meet its approved obligations and possess a functioning smartphone for communication, financial updates and virtual participation.

2.2 Application and admission. An applicant shall submit a completed membership application, identification and contact details, an emergency contact and a signed undertaking to comply with this Constitution. The Executive Committee shall verify the application and present it to a General Meeting. Admission requires consensus of all voting members participating in a quorate meeting; an unresolved objection defers the application. Following approval and verification of the joining fee under clause 2.2.2, the Secretary shall record the decision and admission date.

2.2.1 Introduction and membership witness. Every existing member may introduce an honest and trustworthy prospective member and act as that person's membership witness. The introducing member shall give their name, contact details and signature on the application, confirm in good faith that they know the applicant, and assist the applicant to understand the Group's obligations. Introduction does not replace verification, group consensus or other admission requirements. Acting as a membership witness does not by itself make the introducing member responsible for the new member's debts; any loan guarantee requires a separate, express written agreement.

2.2.2 Non-refundable joining fee. Each newly joining member shall pay a one-time, non-refundable joining fee of MWK 15,000 directly into the Group bank account after membership approval and before admission is finalised. The Treasurer shall verify the payment and provide a receipt or recorded acknowledgement. The fee is Group-owned income, not personal savings, and is separate from monthly contributions and loan processing fees. It shall not be charged retrospectively to existing members merely because this Constitution is updated.

2.3 Rights. Every member may attend and speak at meetings, cast one vote, propose business, inspect this Constitution and approved minutes, receive their own account statement, seek correction of records, and use the complaint and appeal procedures. Eligible members may stand for office and apply for loans and welfare support. Membership does not guarantee a loan or an unapproved distribution.

2.4 Duties. Members shall pay savings, fees and debts when due; attend meetings; follow official notices; provide accurate information; protect Group assets and confidential records; disclose conflicts of interest; and treat others respectfully. The Group's name, funds or account shall not be used for unauthorised personal purposes.

2.5 Smartphone requirement. The smartphone requirement applies to existing and new members. A member who loses access shall promptly inform the Secretary. A written compliance notice shall allow 14 days to restore access or correct the record. Continuing non-compliance shall be handled under Article 6 and may result in termination; this period is not a permanent exemption.

2.6 Initial loan waiting period. A new member shall complete three full months of membership before accessing any loan. Advance contributions, additional savings and payment of the joining fee do not shorten this waiting period. Loan approval thereafter remains subject to Article 8, financial compliance, repayment capacity and available funds.

2.7 Contribution default. A member who defaults on required monthly savings contributions for three consecutive months shall be expelled after verification and the procedure in Article 6. Verification shall check advance payments allocated to those months under clause 5.1.3; a month fully covered by a verified advance contribution is not a default. Any valid payment arrangement approved before the default arose shall be considered. Members shall not create a backdated exemption. Loan arrears and unpaid fees are recorded separately from monthly savings default.

2.8 End of membership. Membership ends through resignation, death or a final disciplinary decision. Outstanding debts remain payable. Savings and other entitlements shall be reconciled and settled under Article 11; termination alone does not result in their forfeiture.

Article 3 | Leadership structure and duties of elected members

3.1 Governing bodies. The General Meeting shall be the highest internal decision-making body. The Executive Committee shall comprise the Chairperson, Vice-Chairperson, Secretary, Treasurer and Vice-Treasurer. It shall implement approved decisions and report to members. One person shall not hold two of these offices simultaneously.

3.2 Chairperson. The Chairperson shall lead the Group, convene and chair meetings, enforce this Constitution fairly, oversee resolutions and represent the Group within approved mandates. The Chairperson shall not alone approve their own loan, expel a member, change financial terms or commit unapproved funds.

3.3 Vice-Chairperson. The Vice-Chairperson shall support the Chairperson, act when the Chairperson is absent or conflicted, monitor assigned actions and promote continuity. Acting authority remains subject to the same controls as the substantive office.

3.4 Secretary. The Secretary shall issue notices and agendas; maintain membership, attendance, minutes, resolutions and conflict-of-interest records; safeguard correspondence; communicate decisions; and retain the authenticated Constitution and amendment register. The Secretary shall be the first point of contact for member loan requests, issue and receive loan application forms, maintain the application register and submit completed applications for assessment under clause 8.1.2. Receiving a form does not give the Secretary sole loan-approval authority.

3.5 Treasurer. The Treasurer shall maintain savings, advance-contribution allocations, loan, income, expenditure and asset records; verify payments; prepare budgets and bank reconciliations; monitor arrears; calculate approved interest allocations; and arrange authorised electronic payments. The Treasurer shall provide financial statements every month, present them at monthly General Meetings, present annual statements at the Annual General Meeting, and supply statements upon request under clauses 5.15 and 5.16. Personal savings, joining fees, Group-owned income and welfare funds shall be distinguished. The Treasurer shall not exercise sole payment authority.

3.6 Vice-Treasurer. The Vice-Treasurer shall assist with financial administration, check supporting records and maintain continuity during the Treasurer's absence. Any delegated duties shall be recorded. The Vice-Treasurer shall not independently review a transaction they initiated or executed, and acting for the Treasurer does not remove dual-authorisation requirements.

3.7 Social welfare coordination. The General Meeting shall appoint a Social Welfare Coordinator, also referred to as the Social Welfare Chairperson, to coordinate welfare requests and patient visits and report to the Executive Committee. This function does not create an additional Executive Committee seat. Welfare decisions remain subject to Article 9 and normal financial controls.

3.8 Annual terms and rotation. Elected Executive Committee members shall serve one-year terms. Members holding leadership positions shall change annually: a member may stand for a different position but shall not retain the same position in the immediately following annual term. Bank signatories shall rotate under clause 5.5. The Social Welfare Coordinator shall also be appointed annually.

3.9 Elections. An independent member who is not a candidate shall conduct elections at the Annual General Meeting. Candidates shall have completed three months of membership, be current with financial obligations or an approved arrangement, and have no outstanding final sanction disqualifying them from office. Nominations require consent. Each office shall be elected separately by secret ballot, including a confidential electronic ballot where practicable. A candidate must obtain more than half of valid votes cast; otherwise a runoff shall be held between the leading two. A tied runoff shall be repeated or adjourned.

3.10 Vacancies and removal. A member may resign from a leadership position in writing. Members shall elect a replacement within 30 days for the unexpired term and may appoint an interim member to that position with a limited written mandate. Removal for serious misconduct or persistent failure of duty shall follow Article 6. Resignation or removal from a leadership position does not automatically end membership.

3.11 Handover. Within 14 days of leaving a leadership position, the outgoing member shall hand over records, reconciled balances, assets and access responsibilities against a signed checklist. Banking access shall be changed through the bank, not by sharing personal credentials.

3.12 Voluntary service and resources for duties. All members serving in elected or appointed leadership positions shall perform their Group duties voluntarily, without salary or remuneration for holding those positions. Where funds permit, the Group shall provide reasonable resources needed for authorised duties, including airtime, data bundles, stationery and printing. Provision of resources and reimbursement of actual authorised expenses shall follow the approved budget and payment controls and be supported by recorded approval and receipts or other verifiable transaction records. A member shall not approve their own request or reimbursement. Such support is for Group work and is not a salary or an automatic personal entitlement.

Article 4 | Meeting guidelines and voting procedures

4.1 Regular and annual meetings. The Group shall hold an ordinary General Meeting monthly, alternating meeting days among Friday, Saturday and Sunday as agreed in advance. Meetings shall ordinarily be held online via Google Meet. Physical or hybrid meetings, or another online platform, may be used when agreed by members. One meeting each year shall be the Annual General Meeting to receive accounts, review performance, approve the annual programme and budget, and elect members to leadership positions.

4.2 Notice. The Secretary shall give at least seven days' notice of an ordinary meeting and 14 days' notice of an Annual General Meeting, constitutional amendment or special-resolution proposal. Dissolution requires 30 days' notice. Notices shall state the date, time, meeting platform or venue and agenda, with relevant papers. For an online meeting, the Secretary shall circulate the Google Meet link, or other approved joining details, through the Group's official communication channels.

4.3 Special meetings. At least one-third of voting members may request a special meeting in writing. The Chairperson shall arrange it without unreasonable delay and issue a notice within seven days of the request, allowing the applicable notice period. If leadership fails to act, the requesting members may issue a compliant notice.

4.4 Urgent meetings. A genuine urgent matter within existing authority may be considered on 48 hours' notice. Such a meeting shall not amend this Constitution or financial terms, expel a member, elect members to permanent leadership positions, approve a new business venture or dissolve the Group.

4.5 Quorum. A General Meeting requires at least two-thirds of all voting members. For example, ten voting members require seven participants. Remote participants count while able to follow proceedings and communicate decisions. An adjourned meeting has the same quorum. Individual conflict and disciplinary cases use the disinterested-member base in clause 6.5.

4.6 Ordinary decisions. Members shall first seek agreement through discussion. Unless consensus or a special threshold is required, a decision passes by more than half of valid votes cast. Abstentions and invalid votes do not count as votes cast. Each member has one vote regardless of savings or office. Proxy votes and an additional casting vote are not permitted; a tie defeats the motion. Admission remains subject to consensus under clause 2.2.

4.7 Special resolutions. Amendments, changes to financial obligations or distribution rules, approval of a new business venture and external borrowing require affirmative votes from at least two-thirds of all eligible voting members, not merely those voting at the meeting. Dissolution requires three-quarters under Article 11. Direct conflicts are handled under clause 6.5; a shared interest as an ordinary member is not by itself a disqualifying conflict.

4.8 Electronic decisions. Electronic voting shall identify the exact motion, eligible participants, notice period, opening and closing times, and authenticated responses. The same participation and approval thresholds apply as for the corresponding meeting decision. Silence, a read receipt, an ambiguous reaction or a forwarded message is not a vote. A connectivity failure affecting quorum or the result requires the decision to be paused or repeated.

4.9 Absence fee. A member missing a duly notified, required General Meeting shall pay MWK 10,000 into the Group account by the next ordinary meeting. An apology alone does not waive the fee. Disinterested members may approve a documented waiver for serious illness, bereavement or another unavoidable emergency. A member shall not approve their own waiver. A combined ordinary and annual meeting attracts only one absence fee for that session.

4.10 Records and committee decisions. Minutes shall record the meeting platform or venue, attendance, quorum, declared interests, resolutions, vote totals, action owners and deadlines; they shall be circulated within seven days and confirmed at the next meeting. The five-member Executive Committee requires three disinterested Executive Committee members and decides by a majority of valid votes cast. Where that quorum is unavailable, the matter goes to a General Meeting. Committee decisions shall be recorded and shall not override members or amend this Constitution.

Article 5 | Financial management, savings and electronic banking

5.1 Minimum monthly savings and additional contributions. Each member shall contribute a minimum of MWK 30,000 per month as personal savings and may contribute more than that minimum. The full amount received shall be credited to the member’s savings ledger. The monthly Meeting shall approve and communicate contribution due dates before they fall due. Higher contributions do not create extra votes. Contributions for specified future months shall be recorded under clause 5.1.3.

5.1.1 No periodic sharing-out of contributions. Members’ savings contributions shall accumulate in the Group’s ongoing savings and lending fund. There shall be no annual, end-of-cycle or other scheduled sharing-out of those contributions. Individual savings balances shall carry forward from one financial year to the next.

5.1.2 Continuing fund and individual rights. Loan principal repaid shall return to the lendable fund for further approved lending. Each member’s contributions shall remain recorded in that member’s savings ledger and shall not become Group-owned income merely because they remain in the fund. This arrangement does not remove account-settlement rights under Article 11 or change the separate loan-interest allocation under Article 8.

5.1.3 Advance contributions. A member may pay contributions for several future months in advance and shall specify the months to be covered. For example, MWK 90,000 may cover three specified months at MWK 30,000 per month. The Treasurer shall record the amount, payment date, bank reference, allocation to each month and any additional savings not allocated to future months. Each fully covered month satisfies its minimum contribution requirement; no repeat payment is due for that same obligation. Extra savings for one month shall not automatically cover later months unless that allocation is recorded. Money actually received shall be credited once only; its later monthly allocation shall not create a second receipt or savings credit.

5.2 Joining fee and other charges. The MWK 15,000 non-refundable joining fee in clause 2.2.2 shall be paid directly into the Group account and recorded separately as Group-owned income. No other joining fee, additional levy, penalty or non-refundable contribution shall be collected without prior approval under Article 7. Personal savings, including advance contributions, shall not be reclassified as Group income or welfare contributions without the member’s authority or an expressly approved prospective funding rule.

5.3 Separate accounting. The Treasurer shall distinguish individual savings, advance-contribution allocations, loan principal, interest received, borrower allocations, the members’ interest pool, joining fees, other Group-owned income and welfare funds. Separate ledger accounts shall be maintained even where money is held in one bank account. Loan principal, unpaid interest, savings and internal transfers shall not be presented as distributable profit. Advance-contribution records shall reconcile to actual receipts without double-counting savings.

5.4 Bank account and legacy account name. The Group maintains its bank account with FDH Bank, Zomba Branch, Malawi. The account was opened when the Group operated under its former name, Vision Finance Corporate, and bank-generated records may therefore continue to display that former account name until an approved change is completed with the bank. This does not change the current identity of the Group as Vision Finance Group (VFG). The Treasurer and Secretary shall maintain a controlled banking register containing the exact bank account name, account number, branch, current mandate, authorised signatories and approved electronic-banking users. Payment instructions issued to members shall reproduce the exact bank-held account name and verified account number to prevent misdirected payments. The account number need not be reproduced in this Constitution. Opening or closing another account, changing the principal bank, or applying to change the bank account name requires a recorded General Meeting resolution and compliance with the bank's procedures.

5.5 Signatories and mandate. The General Meeting shall appoint three authorised bank signatories. Signatories shall change annually, and an outgoing signatory shall not serve in the immediately following annual term. Appointment, removal, account-name changes and digital access shall take effect through the bank's required procedures. Minutes alone do not change a bank mandate. The Secretary shall retain bank confirmation and the effective date of each change.

5.6 Dual authorisation. Every withdrawal or payment requires at least two independent authorisations by persons approved under the Group's mandate. A beneficiary or directly conflicted person shall not approve or authorise their own payment. No person may alone request, approve, execute and review a transaction. Approval of a loan does not remove the separate controls over its disbursement.

5.7 Electronic banking and loan disbursement. The Group shall use electronic banking for approved transactions, including disbursing loans directly from the Group account to a member's verified bank account or other bank-permitted recipient account. Channels may include internet or mobile banking and electronic transfers where enabled under the actual bank mandate. Group funds shall not routinely pass through another member's personal account as an intermediary for the intended recipient.

5.8 Checks before transfer. Before payment, the Treasurer or a duly authorised member shall verify the approved loan or payment request, completed loan application form where applicable, amount, purpose, available funds, recipient name and account details, applicable fees and required authorisations. A change in recipient details shall be independently confirmed with the member using a previously verified contact channel. A message, screenshot or request alone is not authority to release funds.

5.9 Electronic release controls. In-system approval by separate authorised users shall be used where supported by the bank. Where that function is unavailable, payment may proceed only through a bank-permitted arrangement with two documented authorisations before execution and an independent check afterward. No arrangement may bypass the bank mandate or require sharing credentials. If compliant dual control cannot be achieved, another approved payment channel shall be used.

5.10 Transfer confirmation and errors. Every disbursement shall be supported by a bank-generated transaction reference, amount, date, verified recipient details and the underlying approval. The member shall be notified and asked to acknowledge receipt. Pending or failed transfers shall be investigated before retrying to prevent duplicate payment. Errors and suspected unauthorised transfers shall be reported promptly to the bank and unconflicted leadership, with records preserved. Loan records shall distinguish an approved loan from funds actually disbursed.

5.11 Access security and alerts. Authorised users shall use their own credentials, protect passwords, personal identification numbers and one-time codes, and activate available additional authentication. Credentials shall not be posted in group messages or handed to a successor. Available bank transaction alerts shall be enabled, and confirmations and statements shall be checked by a designated person other than the payment initiator. Lost devices, suspected compromise and departure from office require prompt action with the bank to restrict or replace access.

5.12 Receipts and transaction records. Every transaction shall record its date, member or counterparty, purpose, amount, ledger category, approval reference, bank transaction reference and receipt identification number where issued. Payment evidence shall be checked against the bank record. Corrections shall preserve an audit trail. Any exceptionally authorised cash receipt shall be receipted immediately and deposited within two business days, with the reason recorded.

5.13 Fees and accurate books. Joining fees, loan processing fees and meeting absence fees shall be paid directly into the Group account and separately recorded. No new loan shall be processed while an absence fee is overdue unless it has been paid or formally waived. The ledger, member books and account statements shall nevertheless remain accurate and up to date, including when a member is in arrears or under discipline.

5.14 Budget and expenditure. The General Meeting shall approve an annual budget. The Executive Committee may implement it within recorded limits and payment controls. Unbudgeted commitments or unusual business require a written memorandum and prior member approval. Routine spending first and seeking approval afterward is not permitted. Any charge to a borrower for bank transfer costs must be disclosed and authorised in advance.

5.15 Financial year and statements. The financial year shall run from 1 January to 31 December for budgeting, reporting and review; it shall not establish a contribution share-out date or end the Group's operations. The Treasurer shall prepare and circulate a financial statement every month, present it at the monthly General Meeting, and present annual financial statements at the Annual General Meeting. Statements shall also be supplied upon a member's request under clause 5.16.

5.15.1 Statement contents. Financial statements shall show reconciled opening and closing balances, bank and any cash balances, savings received and accumulated, advance contributions and the months covered, outstanding loans and arrears, interest received and allocated, joining and other fees, expenditure, resources provided for Group duties, and welfare and Group-owned fund balances. They shall distinguish actual receipts and payments from amounts still owed and explain material reconciliation differences.

5.15.2 Independent review. Members shall appoint two reviewers who are not current Executive Committee members or bank signatories to review records at least quarterly and review the annual accounts. An external review may be commissioned when appropriate. Findings and corrective actions shall be reported to members.

5.16 Access, confidentiality and retention. The Treasurer shall provide a requesting member with the Group's financial statements and that member's own detailed account within seven days of the request. Personal identity, health and private banking information shall be disclosed only for a legitimate authorised purpose; access to Group statements does not authorise unrestricted access to another member's private records. Records shall be securely backed up and retained for at least seven years, or longer for unresolved obligations or applicable requirements. Good-faith reporting of suspected misuse shall not attract retaliation.

Article 6 | Conflict resolution and disciplinary action

6.1 Early resolution. Members should seek respectful explanation or facilitated discussion where appropriate. A complaint may be submitted directly to the Secretary or an unconflicted member serving in a leadership position where informal contact is unsuitable. Fraud, threats or serious misuse need not pass through mediation before protective action or lawful reporting.

6.2 Grounds for action. Grounds include three consecutive months of contribution default, continuing non-compliance with the smartphone requirement, deliberate breach of approved rules, dishonest records, misuse of money or authority, unauthorised disclosure, threats and harassment. Respectful disagreement, requests for records, appeals and good-faith reporting are not misconduct.

6.3 Notice and hearing. The member shall receive written allegations, the relevant rule, supporting information and possible consequences, with at least seven days to respond before a hearing. They may give an explanation, present evidence and be accompanied by a support person. The General Meeting shall appoint a three-person impartial panel to establish facts and recommend a decision. A complainant, affected member or directly interested person shall not investigate or adjudicate their own case.

6.4 Temporary protection. Unconflicted Executive Committee members may temporarily restrict loan access, transaction authority or sensitive-system access where a credible immediate risk to funds or records exists. Written reasons shall be given and the measure reviewed within 14 days. It is not a final finding, forfeiture of savings or removal of general voting rights. Independent assistance shall be arranged where impartial internal handling is impracticable.

6.5 Impartial decision and conflicts. The panel's reasoned recommendation shall go to disinterested members at a General Meeting. For an individual case, the affected member and directly conflicted persons are excluded from both the quorum base and vote. Quorum is two-thirds of the remaining eligible members. Expulsion or removal from office requires affirmative votes of two-thirds of that eligible base; lesser sanctions require an ordinary resolution. At least three disinterested members must decide the case; otherwise independent review is required before a decision. The same recusal principle applies to individual loans, payments and other personal-interest decisions.

6.6 Sanctions. Depending on the finding, sanctions may include a written warning, corrective undertaking, time-limited restriction of new loan privileges, removal from office or termination of membership. Only an already approved financial charge may be imposed. Where three consecutive months of contribution default are established, with no record error or qualifying pre-existing arrangement, expulsion shall follow, subject to appeal. Persistent refusal to meet mandatory membership requirements shall lead to termination after this process.

6.7 Appeal. A member may appeal in writing within 14 days of receiving the decision. A person not previously involved shall review the grounds, evidence and procedure and report to a fresh General Meeting within 30 days where practicable. Directly conflicted persons remain excluded, and clause 6.5 applies. Expulsion takes effect after the appeal period expires without an appeal, or after the appeal confirms it. Reasonable protective restrictions may remain in place meanwhile.

6.8 Debts and lawful remedies. Discipline does not automatically cancel a debt, confiscate savings or transfer property. Recovery shall follow documented agreements, voluntary arrangements or lawful proceedings. Intimidation, violence and unauthorised seizure are prohibited. Internal procedures do not prevent a person from seeking lawful remedies or reporting to a competent authority.

Article 7 | Amendments

7.1 Proposal and notice. Any member may submit a written amendment identifying the current wording, proposed change and reason. The exact proposal shall be circulated at least 14 days before the vote. A material change introduced at the meeting shall be circulated afresh unless it only corrects a non-substantive error.

7.2 Approval threshold. An amendment requires the General Meeting quorum and affirmative votes from at least two-thirds of all eligible voting members. The same procedure applies to Schedule 1, contributions, fees, loan rates and their calculation basis, repayment bands, grace periods, interest-sharing rights and distribution rules. The Executive Committee cannot change these matters alone.

7.3 Commencement and existing rights. The resolution shall state its effective date and any transition. A change shall not retrospectively create a fee or alter an existing loan contract or accrued entitlement without any necessary consent and lawful authority. No amendment may override applicable law.

7.4 Authenticated record. The Secretary shall record the motion, vote totals and effective date, incorporate the approved wording and circulate the updated Constitution within 14 days. The Chairperson and Secretary shall authenticate it. Superseded versions and the amendment register shall be retained.

Article 8 | Loans and interest sharing

8.1 Eligibility and approval. A member shall satisfy the three-month waiting period, approved contribution and absence-fee obligations, repayment assessment and availability of lendable funds. Every member loan request shall follow the application procedure in clause 8.1.2. The Executive Committee may approve loans only within this Constitution, a member-approved Lending Policy and a recorded delegation. The borrower and directly interested persons shall not approve or authorise the loan or its disbursement.

8.1.1 Permitted loan purposes. Members may borrow for business capital and other lawful purposes chosen according to the borrower's needs. Loans are not restricted to income-generating activities. The application and agreement shall record the purpose. All eligibility, approval, loan-limit and repayment requirements remain applicable.

8.1.2 Contacting the Secretary and completing a loan form. Before a loan proceeds, the member shall contact the Secretary, obtain the Group's loan application form, and complete and sign it. The form shall record the member's details, amount and purpose, existing obligations, proposed repayment source and verified receiving-account details. The Secretary shall register the request, check completeness and forward it to the authorised decision-makers for assessment. No member loan shall proceed to approval or disbursement without a completed form. A submitted form is not approval: the written agreement in clause 8.4, applicable fee and payment controls remain mandatory. If the Secretary is the applicant or is otherwise conflicted, an unconflicted Executive Committee member shall handle the application.

8.2 Savings-based ceiling. The ordinary loan ceiling shall be two times the member's verified savings balance. Total outstanding loan principal, including a proposed loan, shall not exceed that ceiling. A lower amount may be approved based on repayment capacity, existing obligations and available funds. Interest allocations not yet credited as savings, unpaid contributions and projected savings shall not be treated as deposited savings.

8.3 Ordinary interest rate and basis. The ordinary member-loan interest rate shall be 15%. The applicable period and calculation method for that 15% rate shall be approved and recorded in the Lending Policy and stated expressly in each written loan agreement. The agreement shall show the principal, interest calculation, total expected repayment, instalment dates and any approved default or restructuring treatment. The repayment bands and grace period shall follow clause 8.6. The figure 15% shall not by itself be interpreted as monthly, annual or whole-term interest. A change to the 15% rate or its approved calculation basis requires approval under Article 7.

8.4 Written loan agreement. After the completed application has been approved and before disbursement, the Group and borrower shall sign an agreement stating principal, purpose, repayment band, interest rate and rate period, calculation method, interest amount or an unambiguous calculation schedule, total expected repayment, grace-period dates, instalment dates, maturity date, service fee, any other approved costs, repayment allocation and any lawful security. The agreement shall identify the receiving account and refer to the interest-sharing rules. Its dates shall be confirmed against actual receipt of funds under clause 8.6. The borrower shall receive a copy. The application, approval, agreement and transfer confirmation shall be retained together in the loan record.

8.5 Loan processing fee. Every ordinary member loan processed shall attract a single non-refundable processing fee of MWK 20,000, payable directly into the VFG Group-owned fund and recorded as Group-owned income before disbursement. The processing fee is separate from loan principal and interest and is not included in the 30% / 20% / 50% interest allocation. Treatment of the processing fee for welfare loans or approved Group borrowing shall be stated expressly in the applicable approved policy or financing mandate. A monthly loan review alone is not a new loan and shall not trigger another processing fee.

8.6 Repayment bands, grace period and monthly review. Member loans shall follow the grace period and repayment bands below. These periods do not increase the savings-based loan ceiling or create an automatic entitlement to borrow.

8.6.1 Two-month grace period. Each borrower shall receive a grace period of two calendar months from the date loan funds are successfully credited to the member's verified receiving account. No scheduled loan instalment shall fall due during that period. The grace period is additional to, and not included in, the repayment period. Monthly savings contributions and fees payable before disbursement remain subject to their existing due dates.

8.6.2 Repayment periods. The following bands apply to the principal of each approved member loan. Repayment time begins after the two-month grace period ends. The loan, including agreed interest, shall be fully settled by the applicable final maturity date.

Loan principal (MWK)	Repayment after grace	Total from disbursement
Up to and including 500,000	6 months	8 months
Above 500,000 up to 1,000,000	8 months	10 months
Above 1,000,000 up to 1,500,000	10 months	12 months
Above 1,500,000 up to 2,000,000	12 months	14 months
Above 2,000,000 up to 2,500,000	14 months	16 months
Above 2,500,000 up to 3,000,000	16 months	18 months

8.6.3 Boundaries and larger loans. Exactly MWK 500,000 falls in the six-month repayment band; exactly MWK 1,000,000 falls in the eight-month band. Each further MWK 500,000 band, including a part of that band, adds two months to repayment time. The same progression applies above MWK 3,000,000, subject to the applicable loan ceiling, approval and available funds. Interest and fees do not move a loan into a higher principal band.

8.6.4 Dates and interest treatment. The written loan agreement shall confirm the actual disbursement date, the start and end of the grace period, instalment amounts and dates, and final maturity. Instalment dates shall fall after the grace period, and final maturity shall not exceed the grace period plus the applicable repayment period. The Lending Policy and written loan agreement shall state how the approved 15% interest is calculated and whether any interest treatment applies during the grace period. This clause does not itself create an additional interest charge or an interest-free period.

8.6.5 Monthly review and restructuring. Loans shall be reviewed monthly, including during the grace period. A borrower shall not be treated as overdue for an instalment that is not yet due. An overdue borrower shall be approached promptly and respectfully. Review does not authorise automatic renewal, a fresh fee or unagreed compounding. Renewal or restructuring requires a written decision identifying revised costs and dates; it shall not erase arrears or record a payment that did not occur. A review or restructuring does not automatically create a fresh grace period.

8.7 Interest allocation. Interest actually received on each ordinary member loan shall be allocated as follows: 30% to the borrower; 20% to the Vision Finance Group-owned fund; and 50% shared equally among all other eligible individual members, excluding the borrower. Principal, savings contributions, joining fees, loan processing fees, meeting-absence fees and business income are excluded from this allocation. Unpaid interest shall not be distributed, and costs shall not be deducted from the interest base so as to alter these percentages without an amendment under Article 7.

8.8 Borrower allocation. The Treasurer shall record the borrower's 30% share as that borrower's loan-interest benefit. It shall be payable or creditable only after the related loan has been fully settled, unless an approved written loan agreement provides an earlier treatment that does not prejudice the Group. If credited to the member's savings, it shall be identified separately as an interest benefit rather than a new cash contribution. Applying it against a debt requires written authority. Where the Group-owned fund is the borrower, clause 10.5 applies.

8.9 Other-members' 50% interest benefit. The remaining 50% of interest actually received shall be divided equally among all other eligible individual members, excluding the borrower. The Vision Finance Group-owned fund does not participate in this 50% pool because its benefit is the separate 20% allocation under clause 8.7. The Treasurer shall prepare a calculation statement showing the interest received, eligible members, equal share per member and the amount credited or paid to each member. Administrative timing and record-keeping procedures may be approved by the General Meeting, but the equal-sharing formula may be changed only under Article 7. This distribution concerns earned loan interest only and is not a sharing-out of members' savings contributions.

8.10 Default and recovery. A missed instalment falling due after the grace period shall be recorded and followed up. New lending to an overdue borrower shall be suspended unless an authorised restructuring expressly permits it within the applicable ceiling. No discretionary penalty or compound interest may be imposed without a valid prior agreement. Loan recovery and membership discipline are separate: expulsion does not cancel a debt, and loan arrears alone do not establish three months of savings-contribution default.

Article 9 | Social welfare

9.1 Purpose and emergency support. The Group may provide approved welfare assistance and, where specifically authorised by the Welfare Policy, repayable emergency welfare loans to eligible members, subject to available designated funds and normal financial controls. The welfare-loan interest rate shall be 10% where a repayable welfare loan is approved, unless amended under Article 7. The applicable calculation basis, support limit, repayment period and other terms shall be stated in the approved Welfare Policy and the relevant welfare-loan record. Welfare grants, patient-visit support and repayable welfare loans shall be recorded separately.

9.2 Welfare Policy. The General Meeting shall maintain an approved Welfare Policy stating eligibility, qualifying emergencies, maximum support, whether assistance is a grant or repayable loan, the calculation basis of the 10% welfare-loan interest where applicable, repayment period, approval process and payment channel. Ordinary member-loan limits, grace periods, repayment bands and the MWK 20,000 ordinary-loan processing fee do not automatically apply to welfare support unless the Welfare Policy expressly adopts them. No welfare loan shall proceed on undocumented terms.

9.3 Member welfare support and visits. The Group may provide reasonable support for an approved visit to, or other welfare assistance for, a member experiencing illness, bereavement or another qualifying circumstance. The nature and amount of support shall be determined in accordance with the approved Welfare Policy, available welfare funds and the circumstances of the case. The Social Welfare Coordinator shall verify the request and ensure that approval and expenditure are properly recorded.

9.4 Administration and privacy. The Social Welfare Coordinator shall present brief recommendations to the unconflicted Executive Committee within the approved welfare budget. A beneficiary shall not approve their own support. Exceptions require member approval. Personal savings shall not be used for welfare without authority, and unnecessary medical details shall not be circulated.

Article 10 | Group business activities and internal borrowing

10.1 Group-owned fund. The Group shall maintain a distinct VFG Group-owned fund in its internal accounts for institutional capital. It shall receive the Group's 20% loan-interest allocation, joining fees, loan processing fees, meeting-absence fees and approved business income. This internal fund is separate from individual member balances and should not be confused with the FDH bank account used as a payment and custody channel. The arrangement implements the internal "member entity" resolution recorded on 7 December 2025. It does not create an additional voting member, a separate incorporated person or personal ownership by any member.

10.2 Prior approval of a venture. Before committing funds, members shall approve by special resolution a written business memorandum stating purpose, budget, funding source, maximum exposure, expected income and costs, risks, named manager, independent reviewer, reporting, contracting authority, exit arrangements and treatment of profit and loss. A general power to undertake business is not approval of a particular investment.

10.3 Internal borrowing. The Group-owned fund may obtain internal financing from the lendable pool at the same approved ordinary interest rate as individual members. Each allocation requires a written mandate stating principal, funding source, rate period and basis, repayments, maturity, applicable fee, repayment source and accountable manager. This is an internal financing arrangement, not admission of a new individual member; personal admission, joining-fee and smartphone requirements do not apply to the fund. The three-month waiting period for individual members remains unchanged.

10.4 Oversight. The appointed manager shall keep distinct business records, protect assets and report monthly. A reviewer who is not the manager shall verify cash, stock, liabilities and performance. Managers shall not approve their own payments, contracts, resource requests or expense reimbursements. Members undertaking Group leadership duties remain subject to the voluntary-service rule in clause 3.12. Material changes to purpose, borrowing, budget or approved exposure require further member approval before commitment.

10.5 Interest where the Group borrows. Where the Vision Finance Group-owned fund is the approved borrower, the 30% borrower allocation belongs to that Group-owned fund and not to any member personally. The separate 20% Group allocation also remains Group-owned. The remaining 50% shall be shared equally among all eligible individual members in accordance with clause 8.9. Internal interest and transfers shall not be counted twice or described as new external income in consolidated reports.

10.6 Business profits and losses. Business-profit sharing is separate from loan-interest sharing. Before a venture starts, members shall approve how verified net profit, after legitimate expenses, liabilities, loan obligations and agreed reserves, will be retained or distributed and how losses will be recognised. Loan-interest allocation rules do not automatically apply to business profits. No unagreed personal guarantee or unlimited additional contribution shall be imposed to cover a loss.

10.7 External commitments. External borrowing, guarantees, asset pledges and commitments outside an approved mandate require a special resolution and confirmation of any applicable legal, registration, licensing or tax requirements before execution. Only expressly authorised persons may sign. Constitutional approval does not replace a valid contract, bank consent or another required permission.

Article 11 | Withdrawal, death and dissolution

This Article governs individual account settlements and exceptional dissolution; it does not establish a periodic sharing-out of contributions.

11.1 Voluntary withdrawal. A member may resign by giving 30 days' written notice. The Treasurer shall prepare a reconciled settlement statement within 30 days of the effective exit date, showing savings, allocated returns, debts and disputed items. Exit does not create an entitlement to an unapproved share of Group-owned capital. Only agreed or lawfully established deductions may be made.

11.2 Settlement payment. Subject to applicable law and lawful creditor claims, undisputed and unencumbered amounts shall be paid within 90 days of the settlement statement. If funds are insufficient, the Group shall disclose the shortfall and seek a written repayment arrangement; an indefinite unilateral delay is not permitted. Savings are not forfeited merely because a member resigns or is expelled.

11.3 Death of a member. The Group shall reconcile the deceased member's account and verify the authority of the person dealing with the estate before payment or settlement. An emergency contact or nominated next of kin shall not be treated as automatically owning the balance, assuming the debt or succeeding to membership. Existing agreements and applicable law shall govern estate dealings.

11.4 Dissolution decision. A proposal to dissolve the Group shall include reasons, the asset and liability position and a winding-up plan, circulated at least 30 days before the meeting. Dissolution requires affirmative votes from at least three-quarters of all voting members. New members shall not be admitted after notice solely to influence the vote or distribution.

11.5 Winding up. Members shall appoint at least two accountable persons to safeguard and realise assets, collect debts, settle lawful liabilities and prepare final accounts for independent review. Personal savings and other established entitlements shall be recognised according to lawful priority and actual available assets. No distribution shall defeat a creditor's rights or a restriction attached to a fund.

11.6 Residual assets and closure. After lawful liabilities and established individual entitlements are settled, unrestricted residual Group-owned assets shall be shared equally among members on the date the dissolution notice was issued. This winding-up formula does not determine the members' loan-interest-pool formula. Final accounts, distributions, account-closure confirmations and records shall be retained by the custodian appointed in the dissolution resolution.

Article 12 | Adoption and transitional arrangements

12.1 Adoption and effective date. This Constitution shall be adopted at a duly convened General Meeting in accordance with any valid existing adoption requirement and with affirmative votes from at least two-thirds of all eligible voting members. It takes effect on the date recorded in the signed adoption record. Neither its preparation nor the Group's 2017 establishment date is the adoption date.

12.2 Earlier rules and loan transition. From its effective date, this Constitution replaces inconsistent earlier internal rules while preserving existing binding agreements and accrued rights. For all new loans, the operative loan ceiling is the two-times-verified-savings rule in clause 8.2, and the initial three-full-month waiting period for new members remains in force. The grace period and repayment bands in clause 8.6 apply to loans disbursed on or after the effective date. Existing loan terms may change only through a properly authorised written agreement. Monthly review under clause 8.6.5 replaces earlier administrative practices that are inconsistent with this Constitution, and accurate record-keeping under clause 5.13 applies at all times.

12.3 December 2025 resolutions. The MWK 10,000 meeting-absence fee, MWK 20,000 loan processing fee, 30% borrower / 20% Vision Finance / 50% other-members loan-interest allocation, and Group-owned fund arrangement recorded on 7 December 2025 are carried forward. Their historical application shall be checked against the actual resolutions and agreements. Adoption does not impose new retrospective charges, rewrite existing loans or validate every earlier transaction.

12.4 Policies implementing the Constitution. The General Meeting shall maintain a contribution calendar, Lending Policy and Welfare Policy through the approval procedures required by this Constitution. Administrative procedures may also be approved for interest calculations and distributions. Policies shall not alter constitutional amounts, percentages, the equal-sharing formula for the other-members’ 50% interest benefit, repayment bands, grace periods or rights without Article 7. Policies already validly approved may continue to the extent that they are documented and consistent with this Constitution.

12.5 Opening balances and bank transition. Within 30 days of adoption, the Treasurer and independent reviewers shall reconcile savings, loans, fees, interest allocations, welfare balances and Group-owned funds, identifying differences and relevant transactions before and after 7 December 2025. Members shall confirm current members serving in leadership positions, signatories and the first election date, with any required election within 30 days. Earlier individual signatory-change instructions shall be checked against the current FDH Bank mandate; they are not permanent personal disqualifications.

12.6 Authentication and copies. The Chairperson and Secretary shall authenticate the adopted Constitution. The Secretary shall retain adoption minutes, attendance, vote totals, signatures, approved policies and the banking-register reference. Each member shall receive a copy and sign an acknowledgement. Signatures authenticate the decision but do not replace the required member vote.

Schedule 1 | Financial and operating provisions

This schedule forms part of the Constitution. It records fixed provisions and identifies the member-approved policies required for implementation. Changes to amounts, rates, calculation bases, repayment bands, grace periods or rights follow Article 7.

Item	Provision	Clause
Continuous operation	No fixed end date or scheduled sharing-out of contributions. Savings carry forward; account settlement follows Article 11.	1.8; 5.1.1–5.1.2
Minimum monthly savings	At least MWK 30,000 per member per month. Higher contributions are allowed; the full amount is credited as personal savings.	5.1
Advance contributions	Future months may be prepaid. MWK 90,000 covers three specified months at MWK 30,000 each; record the months and count the receipt once.	5.1.3
New-member joining fee	MWK 15,000, one-time and non-refundable, paid directly into the Group bank account after approval and before admission is finalised. Not personal savings.	2.2.2; 5.2
Introducing new members	An existing member may introduce an honest applicant and act as membership witness. Consensus remains required; witnessing is not an automatic debt guarantee.	2.2–2.2.1
Voluntary leadership	All leadership members serve voluntarily. Airtime, data, stationery and other necessary work resources may be provided within available, approved funds.	3.12
Ordinary loan ceiling	Up to two times verified member savings, subject to total outstanding principal and approval controls.	8.1–8.2
Member-loan purposes	Business capital and other lawful purposes chosen by the borrower, subject to loan eligibility, approval and repayment requirements.	1.3; 8.1.1
Loan application procedure	Contact the Secretary and complete and sign a loan form before approval. Assessment, written agreement and disbursement controls still apply.	3.4; 8.1.2; 8.4

Schedule 1 | Loan terms and other provisions (continued)

Item	Provision	Clause
Post-disbursement grace	Two calendar months from actual receipt of loan funds; additional to the repayment period. Monthly savings remain due.	8.6.1
Member-loan repayment	Up to MWK 500,000: 6 months; above MWK 500,000 to MWK 1,000,000: 8 months. Add 2 months for each further MWK 500,000 band or part.	8.6.2–8.6.3
Ordinary loan interest	15%. The approved rate period and calculation method must be recorded in the Lending Policy and each written loan agreement; 15% is not, by itself, defined as monthly, annual or whole-term interest.	8.3–8.4; 8.6.4
Loan processing fee	MWK 20,000 per ordinary member loan, paid directly into the VFG Group-owned fund as Group-owned income; separate from principal and interest.	8.5
Meeting absence fee	MWK 10,000 per required meeting absence, subject to the recorded waiver procedure.	4.9
Loan-interest allocation	30% to the borrower; 20% to the Vision Finance Group-owned fund; 50% shared equally among all other eligible individual members, excluding the borrower.	8.7–8.9
Borrower allocation payment	Recorded as the borrower’s interest benefit and payable/creditable after the related loan is fully settled, unless validly agreed otherwise.	8.8
Other-members’ 50% benefit	Earned interest only, not savings contributions; divided equally among all other eligible individual members, excluding the borrower.	8.9
New-member loan wait	Three full months from admission before any loan; advance savings and joining-fee payment do not shorten the waiting period.	2.6
Contribution default	Three consecutive unpaid months lead to expulsion after due process. Verified advance payments must be checked before declaring a covered month unpaid.	2.7; 5.1.3; 6
Welfare loan interest	10% where a repayable welfare loan is approved. The calculation basis, maximum support, repayment period and other terms follow the approved Welfare Policy.	9.1–9.2
Welfare support limits	Maximum welfare support and whether assistance is a grant or repayable loan are governed by the approved Welfare Policy.	9.2
Member welfare support	Reasonable assistance for qualifying illness, bereavement or other approved welfare circumstances shall follow the Welfare Policy, available welfare funds and documented approval. No fixed patient-visit amount applies.	9.3
Bank and electronic payments	FDH Bank, Zomba Branch. Verified account details in the banking register; electronic disbursement under dual authorisation.	5.4–5.12
Financial statements and review	Treasurer: statements every month and at monthly meetings, annual statements at the AGM, and statements on request within seven days. Quarterly independent review.	3.5; 5.15–5.16

Adoption record and elected-member signatures

Complete this record at the meeting that adopts the Constitution. Attach the meeting attendance, voting record and resolution. The banking register remains a separate controlled administrative record.

Record	Details
Group name	Vision Finance Group
Date established	27 March 2017
Place of origin	Zomba District, Malawi
Adoption meeting date	______________________________
Meeting place or platform	______________________________
Eligible voting members / present	Total eligible: __________ Present: __________
Quorum and affirmative threshold	Quorum required: ________ Affirmative votes required: ________
Recorded vote	For: __________ Against: __________ Abstained: __________
Adoption resolution reference	______________________________
Effective date	______________________________
Banking-register / mandate reference	______________________________

We certify that the members considered and adopted this Constitution, including Schedule 1, by the recorded resolution. We authenticate this copy subject to the effective date above. Our signatures do not substitute for the required vote.

Leadership role	Name	Signature	Date
Chairperson			
Vice-Chairperson			
Secretary			
Treasurer			
Vice-Treasurer			

The Secretary shall retain this authenticated copy together with the adoption minutes, member acknowledgement record, approved policies and subsequent amendment register.

Member acknowledgement and signatures

I acknowledge receipt of the Constitution of Vision Finance Group, including Schedule 1, and agree to comply with its provisions and decisions lawfully made under it. This acknowledgement does not create an undisclosed personal guarantee or waive lawful rights.

No.	Member name	Signature	Date
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Additional signed pages may be attached and identified by the adoption resolution reference.

Adoption resolution reference: ____

Certified by the Secretary: ____________________________ Date: ______________________