

GENERAL TERMS AND CONDITIONS FOR UNSECURED SHORT TERM LENDING

(without signature panel) (version022017)

PART B – GENERAL TERMS AND CONDITIONS FOR <UNSECURED SHORT TERM LENDING>

You confirm that you have had an adequate opportunity to read and understand the terms and conditions contained in this Part B, and that you are aware of all the terms printed in bold. Please contact us if you need further explanation of anything referred to in this Agreement. You may contact us at our email address: information@standardbank.co.za or speak to a consultant at a Standard Bank branch or call our Customer Contact Centre on 0860 123 000.

1 DEFINITIONS

- 1.1 **Agreement** means the pre-agreement statement and quotation/cost of credit section (Part A) of this agreement, attached to and read together with these terms and conditions (Part B) and all letters and notices relating to same;
- 1.2 **ATM** means an automated teller machine;
- 1.3 **Bank, we, us, our, or Standard Bank** means The Standard Bank of South Africa Limited (Registration number 1962/000738/06), acting through its Personal and Business Banking Division, a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa and/or its successors in title or assigns;
- 1.4 **Business Day/s** mean any day/s other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;
- 1.5 **Collateral** means any security, indemnity or undertaking provided to us to secure the repayment of your Loan or Facility in terms of this Agreement;
- 1.6 **Collection Costs** means the amount that may be charged by us in enforcing your monetary obligations under this Agreement, but excludes any Default Administration Charges;
- 1.7 **CPA** means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;
- 1.8 **Credit Life Insurance** means the life insurance cover that is payable in the event of your death, disability, terminal illness, unemployment or other insurable risks (whichever applies as per the policy taken by you) that is likely to impair your ability to earn an income or meet your obligations under this Agreement;
- 1.9 **Credit Limit or Reduced Credit Limit** means the amount of the Loan or Facility that is available for use by you in terms of this Agreement;
- 1.10 **Credit Record** means your payment profile (your credit history) including adverse information on a credit profile held by a credit bureaux;
- 1.11 **Current Account** means an active account into and from which deposits and withdrawals can be made by way of cheques, bills, Repayment Authorisations or through any of our self-service channels;
- 1.12 **Default Administration Charges** means charges which you must pay if you default in any payment obligation under this Agreement;
- 1.13 **FAIS Act** means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;
- 1.14 **FICA** means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
- 1.15 **Group** means Standard Bank Group Limited, its subsidiaries and their subsidiaries;
- 1.16 **Initiation Fee** means the fee (inclusive of VAT) in respect of the cost of initiating this Agreement payable by you upon entering into this Agreement;
- 1.17 **Interest Rate Change Letter** means the letter sent to you stating the new interest rate applicable to this Agreement, following a Prime Interest Rate change;
- 1.18 **Loan or Facility** means the amount we have agreed to lend you in terms of this Agreement, the type and amount of which is listed in the pre-agreement statement and quotation/cost of credit section (Part A) of this Agreement;
- 1.19 **Loan Account** means the loan account in your name opened in our books in respect of this Agreement;
- 1.20 **Margin** means the agreed number of percentage points interest charged by us above or below the Prime Interest Rate;
- 1.21 **Minimum Repayment** means the minimum amount to be paid by you, as advised by us and as reflected on your latest monthly Statement or Interest Rate Change Letter;
- 1.22 **Natural Person** means a private individual and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are private individuals;
- 1.23 **NCA** means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
- 1.24 **Parties** means you and us and **Party** means any one of us as the context may indicate;
- 1.25 **Personal Information** means information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or

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- the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;;
- 1.26 **Prime Interest Rate** means the publicly quoted basic rate of interest (percent, per annum (yearly)), published by us from time to time as being our prime rate, as certified by any of our managers whose authority, appointment and designation need not be proved;
- 1.27 **Principal Debt** means the total amount owing to us at any time in terms of this Agreement, as reflected in Part A of this Agreement, being the amount deferred in terms of this Agreement;
- 1.28 **Process** means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information; **Processing** and **Processed** will have a similar meaning
- 1.29 **Repayment** means a payment/s made, or to be made by you to us and **Repayment Due Date** means the due date for payment of amounts due and payable as advised by us;
- 1.30 **Repayment Authorisation** means the method by which you make the Repayments and includes a debit order;
- 1.31 **Sanctioned** means listed on all or any one of the Sanction Lists and/or subject to any Sanctions;
- 1.32 **Sanction List** means the means the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the Department of Treasury of the United States of America and/or the United Nations Security Council list of persons or entities suspected to be involved in terrorist related activities or the funding thereof and/or any other list of Her Majesty's Treasury of the United Kingdom and/or the European Union's Common Foreign and Security Policy;
- 1.33 **Service Fee** means the fee (inclusive of VAT) levied by us in connection with the routine administration costs of maintaining the Loan or Facility which forms part of your Repayments;
- 1.34 **Settlement Date** means the date on which all amounts due and payable to us are paid;
- 1.35 **Settlement Value** means the full amount owing to us under this Agreement together with any unpaid interest and all other legally permissible costs, fees and charges as at the Settlement Date;
- 1.36 **Statement** means a document reflecting the transactions made on your Loan Account or Current Account (in respect of an overdraft facility), up to the date of the statement, the full amount owing to us (including any interest, costs, fees and charges that may be levied) and the Repayment Due Date;
- 1.37 **Statement Date** means the date on which your Statement is created and printed;
- 1.38 **Tribunal** means the National Consumer Tribunal established by section 26 of the NCA; and
- 1.39 **VAT** means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act.
- ## 2 INTERPRETATION
- 2.1 **Words defined, will (for consistency) begin with a capital letter.**
- 2.2 Where any number of days is referred to in this Agreement, it will include only Business Days and will exclude the first day and include the last day.
- 2.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
- 2.4 The singular includes the plural and vice versa and any gender includes the other gender.
- 2.5 All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
- 2.6 If any provision in the definitions section is important and gives rights to or imposes obligations on a Party, then effect will be given to that provision as if it were a provision in the body of this Agreement.
- 2.7 All legislation and subordinate legislation mentioned in this Agreement includes legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.
- 2.8 **Important clauses which may limit our responsibility or involve some risk for you, will be in bold.**
- ## 3 AVAILMENT OF SPECIFIC LOANS OR FACILITIES
- You shall, unless the Bank agrees otherwise, only be entitled to avail of those Loans or Facilities referred to in the pre-agreement statement and quotation/cost of credit (Part A), which Loans or Facilities shall in addition to the terms and conditions contained in the pre-agreement statement and quotation/cost of credit (Part A) and any other appendices thereto and any separate agreement pertaining to such Loans or Facilities, be subject to the relevant terms and

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conditions for each Loan or Facility as set out in this Part B.

4 LOAN OR FACILITY

4.1 Credit Limit

4.1.1 If applicable for your type of Loan or Facility in terms of the NCA, you may at any time, apply to us to:

4.1.1.1 increase your Credit Limit subject to our normal credit conditions; or

4.1.1.2 reduce the Credit Limit and you may request a maximum Credit Limit that you are prepared to accept. We will confirm your new Credit Limit, and the day on which it will take effect, in writing to you.

4.1.2 If applicable for your type of Loan or Facility in terms of the NCA, we may, from time to time automatically increase your Credit Limit if you have elected the automatic annual limit increase option and if you have elected the automatic annual limit increase option, you may at any time request us to remove this option and only increase your Credit Limit if you request us to do so.

4.2 Fixed Interest

4.2.1 If a fixed interest rate is applicable to your Loan or Facility, such fixed rate will be charged for the term of the Loan or Facility provided that this rate does not exceed the legal maximum permissible rate.

4.3 Payments

4.3.1 The Loan or Facility is granted to you at our sole discretion, exercised reasonably, and we may:-

4.3.1.1 immediately restrict activity or suspend all or part of the Credit Limit, or Reduced Credit Limit (if applicable) under your Loan or Facility without notice to you, if you are in default under this Agreement;

4.3.1.2 withdraw all or part of the Credit Limit or Reduced Credit Limit (if applicable) on at least 10 (ten) Business Days prior written notice to you of the intended withdrawal; and/or

4.3.1.3 immediately restrict activity, suspend all or part of the Credit Limit or Reduced Credit Limit (if applicable) or withdraw the Credit Limit, without notice to you, if we in any way know or suspect that the Credit Limit is being used fraudulently, negligently or for illegal activities, or if we must do so to comply with any law.

4.4 Insurance

4.4.1 We may pay any premium on any insurance or assurance policy (including Credit Life Insurance) taken out by you or us in connection with this Agreement by debiting your Current Account, and/or your Loan Account (as applicable) and you authorise us to do so.

4.4.2 Notwithstanding any provision to the contrary in this Agreement, nothing in this Agreement will oblige us to take out or pay any premiums on your behalf. If any insurer rejects any insurance claim for any reason you will have no recourse against us.

4.4.3 **You consent to us, at any time, enquiring from your insurer if your insurance policy is still in place and fully paid.**

5 INTEREST

5.1 The variable interest rate applicable to this Agreement is linked to our Prime Interest Rate by a Margin related to our Prime Interest Rate that is determined by us and has been disclosed in Part A. The interest rate applicable to this Agreement may change if the Prime Interest Rate fluctuates, provided that the new rate does not exceed the legal maximum permissible rate. If we do amend the interest rate, we will advise you in writing within at least 30 (thirty) Business Days after the change becomes effective, by way of an Interest Rate Change Letter.

Any amendment to the interest rate would also result in an amendment to the amount of the Total cost of this Agreement reflected in Part A.

5.2 The interest payable by you is calculated on the outstanding balance on a daily basis, 365 days a year, irrespective of whether the relevant year is a leap year, charged monthly in arrears and is due and payable on the Repayment Due Date and debited to your Loan Account or Current Account (as applicable).

5.3 We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.

5.4 We may charge and recover from you interest on and in respect of any unpaid interest, costs, fees and charges referred to in this Agreement, provided that the amounts that accrue during the time you are in default will not in total exceed the unpaid balance of the Principal Debt at the time of default.

5.5 The default interest rate applicable to any amount by which you are in default and any amount which is not paid on its due date shall be the legal maximum permissible rate.

5.6 If the Prime Interest Rate or the maximum permissible NCA interest rate (as the case may be) increases or decreases, the rate of interest payable by you may also decrease or increase, provided that this new rate does not exceed the legal maximum permissible rate. We shall in such event have the right to

5.6.1 increase or reduce the Repayments, as the case may be, to such an amount as the Bank determines to ensure that your indebtedness to the Bank is repaid within the same period; or

5.6.2 extend or shorten the Agreed Term,

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and will notify you accordingly.

6 **TERMINATION OF THIS AGREEMENT BY YOU**

You may terminate this Agreement at any time with or without advance notice to us, by settling the total outstanding amount owing to us. The amount required to settle this Agreement will be the total of the Settlement Value up to and including the Settlement Date. If you would like a Statement of the Settlement Value in respect of the amount owing on your Loan Account or Current Account (in respect of an overdraft facility), as applicable, we will provide such Statement either orally or in writing, within 5 (five) Business Days of your request to do so.

7 **STATEMENTS**

7.1 We will provide you with Statements on your Loan Account or Current Account (in respect of an overdraft facility).

7.2 You may dispute (i.e. query) all or part of the Statement delivered to you, by sending us written notice of your query within 30 (thirty) days of your Statement Date.

7.3 You should contact us at any of our branches or the Customer Contact Centre on the telephone number provided above if you do not receive a Statement or if you require any additional Statements. Failure to receive a Statement will not entitle you to refuse or fail to pay any amount that is due to us.

7.4 Subject to the provisions of clauses 8.2 and 17.4 of this Part B, a transfer from or a credit to your Loan Account, is processed on the date on which the transaction is effected.

7.5 We may subsequently (i.e. later) adjust debits or credits to your Loan Account or Current Account, as applicable and Loan Account or Current Account balances so as to accurately reflect both your and our legal obligations.

8 **PAYMENTS**

8.1 **You must pay all Repayments on or before the Repayment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us.**

8.2 **Each Repayment will be credited to your Loan Account or Current Account (in respect of an overdraft facility), on date of receipt, firstly to satisfy any due or unpaid interest, secondly to satisfy any due or unpaid costs, fees and charges, and thirdly to reduce the amount of the Principal Debt.**

8.3 If applicable, if you have indicated that you will – (i) pay the Initiation Fee in cash and you fail to pay such fee or any part thereof on the date on which you sign this Agreement, you agree that we may debit the unpaid Initiation Fee to the Loan Account or Current Account (in respect of an overdraft facility), as applicable as part of the Principal Debt; or (ii) not pay the Initiation Fee

separately, this fee will be charged on the first Statement and debited to the Loan Account or Current account (in respect of an overdraft facility) as applicable on acceptance of this Agreement by you.

8.4 If applicable, the monthly or annual Service Fee referred to in Part A, will be debited to the Loan Account or Current Account (in respect of an overdraft facility), as applicable.

8.5 We will notify you in the event of an increase in any legally permissible fee, charge or interest rate, in accordance with this Agreement. Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, cheques debit orders). You will not be able to draw against such deposits until they have been duly and legally paid, even if your Loan Account or Current Account as applicable has already been credited. If we do not receive the funds for any reason, we may reverse the credit and any associated interest.

8.6 Where applicable, you have the right at any time to pay in advance any amounts owed to us without notice or penalty, irrespective (i.e. no matter) of whether or not the amounts are due.

8.7 You will not be entitled to deduct any amount which we may owe to you, from any amount owing or which may become owing, by you to us arising from the Loan or Facility, as applicable, in terms of this Agreement.

8.8 Where applicable, we reserve the right, in our sole discretion, to accept payment other than by way of Repayment Authorisation.

9 **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

9.1 You warrant and represent to us on the date on which you sign this Agreement and for the duration of your Loan or Facility that:

9.1.1 since your application to the Bank for the Loan or Facility offered in Part A:

9.1.1.1 there has been no deterioration in your financial position;

9.1.1.2 you have not applied for or taken up any additional credit;

9.1.1.3 you are not under debt counselling or subject to debt review, nor have you applied for debt review;

9.1.1.4 you are not subject to any administration order referred to in section 74(1) of the Magistrate's Court Act; and

9.1.1.5 you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act 24 of 1936;

9.1.2 you have the full capacity to effect and carry out your obligations in terms of this Agreement and the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other Agreement or undertaking or act that is binding on you;

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- 9.1.3 all information that you provided to us in connection with the granting of the Loan or Facility is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to the Bank which, if disclosed, would adversely affect our decision to make the Loan or Facility available to you;
- 9.1.4 you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities, including but not limited to, where applicable, anti-money laundering and combating the financing of terrorism regulations and all environmental laws and responsibilities;
- 9.1.5 where applicable, you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time; and
- 9.1.6 you will ensure that the benefits payable under any insurance policies referred to in this Agreement will be sufficient to replace the property, assets or debt covered thereby, if applicable.
- 9.2 **You must tell us immediately if you are placed under an administration order, or under debt review, become insolvent or have any form of legal disability. On application for insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us.**
- 9.3 **To the maximum extent permitted by law, you hereby indemnify (hold us harmless) against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to this Agreement.**
- ### 10 COSTS, FEES AND CHARGES
- 10.1 We may charge and recover any of the following fees, if applicable, in respect of this Agreement, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible amount – an Initiation Fee; a Service Fee; the cost of any credit insurance/assurance for which we pay the premiums on your behalf; Default Administration Charges; and Collection Costs.
- 10.2 Unless stated otherwise, the costs, fees and charges referred to in this clause 10 are inclusive of VAT. All costs, fees and charges in respect of this Agreement will be debited to your Loan Account or Current Account, as applicable.
- 10.3 Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) Business Days, setting out the particulars of the change
- 10.4 If we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time increase it by giving you written notice of the increase, no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.
- 10.5 You must pay to us all applicable costs, fees and charges set out in this clause 10, together with the Principal Debt and interest on the Principal Debt, as set out in this Agreement.
- 10.6 The total of the amounts in Part A, in respect of the Initiation Fee, the Service Fee, the insurance and interest, where applicable, as well as Default Administration Charges and Collection Costs referred to below which accrue when you are in default, may not exceed the unpaid balance of the Principal Debt at the time the default occurs.
- ### 11 LEGAL COSTS AND CHARGES
- #### 11.1 Default administration charges
- 11.1.1 If you default in any obligation under this Agreement, we will charge you Default Administration Charges in respect of each letter sent to you. Default Administration Charges will be equal to the amount payable in respect of a registered letter or demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrate's Court Act 32 of 1944, in addition to any reasonable and necessary expenses incurred in delivering the letter.
- 11.1.2 If you are in default under this Agreement we may draw such default to your attention in writing and suggest that you refer this Agreement to a debt counsellor; or a dispute resolution agent; or the consumer court; or ombud with jurisdiction. If you have approached a debt counsellor we may, in respect of this Agreement, give notice to terminate the debt review, at any time, at least 60 (sixty) Business Days after the date on which you applied for the debt review.
- #### 11.2 Collection Costs
- 11.2.1 We will charge you Collection Costs incurred by us in collecting any amount due and/or payable in terms of this Agreement.
- 11.2.2 Collection Costs will not exceed the costs incurred by us in collecting the debt, to the extent limited by law and in terms of the Supreme Court Act 59 of 1959, the Magistrates Court Act 32 of 1944, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.
- ### 12 INFORMATION SHARING
- 12.1 By entering into this Agreement, you acknowledge and agree that we may provide any registered credit bureau with – details provided by you in your application for credit and this Agreement; and/or details of the conduct on

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- your Loan Account or Current Account as applicable; and/or details of any adverse information as defined in the NCA (in respect of such adverse information, we will give you at least 20 (twenty) Business Days' notice of our intention to provide the credit bureau with this information); and/or details of the transfer of our rights as a credit provider under this Agreement to another person; and/or any other details as may be required by the NCA or other applicable laws.
- 12.2 Based on their records, the credit bureau may provide a Credit Record and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureau to have your Credit Record with it disclosed and to request the correction of inaccurate information. The name(s) and contact details of the credit bureau will be made available to you on request and shall also be made available on our website.
- 12.3 We may provide details to the South African Fraud Prevention Services (**SAFPS**) of any conduct on your Loan Account or Current Account, as applicable that gives us reasonable cause to suspect that the Loan Account or Current Account, as applicable is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.
- 12.4 At the request of any surety/guarantor for this Agreement, you agree that we may provide them with a copy of this Agreement, together with any amendments thereto, and/or details of the conduct of your Loan Account or Current Account..
- 13 DEFAULT**
- 13.1 Default in terms of this Agreement will occur if:
- 13.1.1 you fail to pay any amount payable to us under this Agreement on the due date; or
- 13.1.2 there is a material deterioration, in our reasonable opinion, in your financial position; or
- 13.1.3 the interest and/or costs and/or fees and/or charges are debited to an account, other than the Loan Account, and there are insufficient funds available in the account to be debited, to meet these amounts when they become due and payable; or
- 13.1.4 you fail to comply with any legislation and/or regulations applicable to this Agreement and your activities including but not limited to any environmental laws or responsibilities, anti-money laundering and combating the financing of terrorism regulations and/or, where applicable, any company laws; or
- 13.1.5 you breach any of the terms and conditions of this Agreement or any agreement in terms of which you provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; or
- 13.1.6 any person who furnished Collateral to us in respect of this Agreement (including the surety/guarantor and/or mortgagor) commits any breach of its obligations to us in terms of that Agreement; or fails to satisfy its suretyship/guarantee commitment when requested to do so; or delivers to us written notice of termination of its liability under their suretyship/guarantee; or you or any person who furnished Collateral in respect of the Agreement -
- 13.1.6.1 being a Natural Person - publishes a notice of the voluntary surrender of your/his estate or dies; is placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act 24 of 1936; or an application or other proceedings have been brought against you/him or in respect of you/him, in terms of which you are/he is sought to be sequestered or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsorily; or
- 13.1.6.2 not being a Natural Person - is dissolved, deregistered, wound up or liquidated, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; or is deemed to be unable to pay your/its debts; or resolves that you/it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against you/it; or
- 13.1.7 where applicable, a court grants a garnishee order attaching part of a surety/guarantor's income to settle any amount owing by the surety/guarantor; or
- 13.1.8 the proceeds from the realisation of any Collateral is insufficient to repay all amounts owing to us and, despite us requesting Repayment of the full amount owing, you have failed to repay this remaining settlement amount; or
- 13.1.9 you or any person who furnished Collateral in respect of this Agreement compromises or attempts to compromise with your/its creditors generally or defers payment of debts owing to your/its creditors; or
- 13.1.10 any representation, warranty or assurance made or given by you in connection with your application for this Loan or Facility or this Agreement or any information or documentation supplied by you is, in our opinion, materially incorrect or false; or

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- 13.1.11 you (or any person who furnishes Collateral for you), generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; or
- 13.1.12 judgment of a competent court against you, or any person who furnished Collateral for you, for the attachment of assets or for payment of any amount remains unsatisfied for more than 7 (seven) days after the date on which it is issued.
- 13.2 If you are in default, we may – give you written notice of such default requesting that you rectify the default; and/or propose that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court, or ombud with jurisdiction or Tribunal with the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring your Repayments up to date; and/or immediately restrict activity or suspend the Credit Limit, or Reduced Credit Limit, on your Loan Account or Current Account without notice to you; and/or withdraw the whole or part of the Credit Limit, or Reduced Credit Limit, by giving you 10 (ten) Business Days written notice of the intended withdrawal to you; and/or review the terms and conditions applicable to the Loan or Facility, including exercising our rights in terms of any of securities held.
- 13.3 We may commence legal proceedings if we have given you notice as referred to in clause 13.2 above; and you have been in default under this Agreement for at least 20 (twenty) Business Days and at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 13.2 and you have not responded to that notice or have responded to the notice by rejecting our proposal.
- 13.4 We may exercise our rights in terms of clause 13.3 of this Agreement and if you dispute our right to do so, you must continue to pay the amounts owing to us. Our acceptance of such payments will not affect any of our rights in terms of this Agreement or in law.
- 13.5 We may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement by adhering to the default procedure described above and may also recover the legal costs and charges, as set out in clause 11 above, from you.
- 13.6 If you are subject to the NCA and in default of your payment obligations, you may, at any time before withdrawal and cancellation of the Loan or Facility (as the case may be) by us, pay to us all amounts that are overdue, together with Default Administration Charges, Collection Costs and/or reasonable legal costs incurred up to the date of payment in terms of this clause, and we may continue making the Loan or Facility available to you.
- 13.7 **The above default clauses and default procedure will not apply if you generally do or omit to do anything which may cause us to suffer any loss or damage, or you become or likely to become Sanctioned, or we in any way know or suspect that your Loan Account or Current Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law or you are involved in any illegal or terrorist activities. In these circumstances we may immediately restrict activity or suspend all or part of the Credit Limit/Reduced Credit Limit or withdraw the Loan or Facility without notice to you, and call for immediate Repayment of all amounts owing by you to us.**
- 13.8 **If we close, restrict activity or suspend access to your Credit Limit, Reduced Credit Limit, or your Loan Account or Current Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.**
- 14 **MALFUNCTION OF ELECTRONIC FACILITIES**
- 14.1 **You acknowledge that our services may become unavailable due to interruptions in and maintenance to our electronic communications network or due to power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.**
- 14.2 **Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.**
- 15 **ADDRESSES FOR NOTICES**
- 15.1 You choose, as the address for the serving of legal notices in terms of this Agreement (notice address), your address set out in Part A.
- 15.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address, or the telefax number, email address or postal

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- address provided in your application for the Loan or Facility, or any address advised in terms of clause 15.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
- 15.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.
- 15.4 Any notice - sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by telefax or email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.
- 15.5 Despite anything to the contrary set out in this clause 15, a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address, telefax number or email address. You hereby agree that where the post office does not effect street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.
- 15.6 We choose the address set out on page 1 of Part A as the address at which all notices required to be delivered in terms of this Agreement, must be delivered by you (our notice address).
- 16 CESSION BY THE BANK**
- 16.1 **To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede and transfer all or part of our rights and/or delegate all or any part of our obligations under this Agreement, either absolutely or as collateral to any person, even though that cession and/or delegation may result in a splitting of claims against you.**
- 16.2 **You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.**
- 17 GENERAL**
- 17.1 The Loan or Facility is subject to the Exchange Control regulations in force from time to time in the Republic of South Africa and the requirements and directions of the Reserve Bank.
- 17.2 You declare, warrant, represent and undertake to the Bank on the date of signature of this Agreement by you and on each date upon which the Loan or Facility is utilised, that:
- 17.2.1 you will not use (or otherwise make available) the proceeds of any of the Loan or Facility for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions;
- 17.2.2 you will not contribute or otherwise make available, directly or indirectly, the proceeds of any of the Loan or Facility to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any Sanctions;
- 17.2.3 you are not involved in any illegal or terrorist activities; and
- 17.2.4 none of your bank accounts held with the Bank are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law.
- 17.3 You hereby indemnify and hold the Bank and/or the Group harmless against any actions, proceedings, claims and/or demands that may be brought against the Bank and/or the Group and all losses, damages, costs and expenses which the Bank and/or the Group may incur or sustain, in connection with or arising out of:-
- 17.3.1 the seizure, blocking or withholding of any funds by any Sanctioning Body; and
- 17.3.2 the breach of any warranties as set out in clause 17.2. above. Payment under the above indemnity shall be made by you on demand by the Bank or the Group. The provisions of this clause constitute a stipulation for the benefit of the Group which is not a direct party to this Agreement, capable of acceptance by the Group at any time and in any manner permitted by law.
- 17.4 If your Repayment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the item/s will be processed on the 1st (first) Business Day after that day.
- 17.5 This Agreement constitutes the entire Agreement between the Parties. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect.
- 17.6 **Save as provided for in clauses 10.3 and 10.4 of this Part B, any agreed changes to this Agreement or termination of this Agreement will be made in writing in paper based form and signed by both you and us, or if the changes are recorded telephonically, we will provide you with written confirmation of the change in paper**

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based form. We will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement. Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to this clause.

- 17.7 Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding agreement between us. Therefore, any enforcement procedures in respect of this Agreement shall be based on this English version.
- 17.8 This Agreement is in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) governed by the laws of the Republic of South Africa. You agree that we may bring legal proceedings against you in any Magistrate's Court that has jurisdiction. You agree to the jurisdiction of the Magistrate's Court even if the amount that we claim from you exceeds the jurisdiction of the Magistrate's Court. This does not prevent us from bringing legal proceedings in a High Court that has jurisdiction. To the maximum extent permitted by law, any special consideration we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.
- 17.9 A certificate or letter signed by any of our managers, whose appointment need not be proved, specifying the amount which you owe to us and stating that such amount is due, owing and payable by you to us, will on its mere production be sufficient proof of any amount due and/or owing by you in terms of this Agreement, unless the contrary is proved.
- 17.10 If you experience difficulty in meeting the Repayments, we invite you to contact us without delay. You may apply to a debt counsellor at any time for help or to be declared over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your agreements to be reckless or that your obligations be rearranged.

You should inform us immediately if you make such an application.

- 17.11 You have the right to - resolve any complaint by referring the matter to a dispute resolution agent, the consumer court or the ombud with jurisdiction; and/or in respect of any alleged contravention of the CPA or NCA, file a complaint with the Tribunal or the National Consumer Commission in respect of the CPA or National Credit Regulator in respect of the NCA; and/or make an application to the Tribunal for an order resolving a dispute over information held by a credit bureau; and/or an order compelling the delivery of a Statement and/or review of a Statement; and/or permission to bring a complaint directly before the Tribunal; and/or an order allowing late filing.
- 17.12 The contact details of the Credit Bureau, National Credit Regulator, Tribunal and Banking ombud are available on request and shall also be available on our website.
- 17.13 To the extent that this Agreement, or the goods or services which are the subject of this Agreement, are governed by or subject to the CPA, no provision of this Agreement is intended to contravene the applicable provisions of the CPA. All provisions of this Agreement will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA, and this Agreement must be interpreted and applied accordingly.
- 17.14 If your Loan Account was opened prior to 1 June 2007, and if you have not entered into any new credit agreements in respect of your Loan or Facility after 1 June 2007, the last terms and conditions that were issued to you prior to 1 June 2007 are applicable to your Loan or Facility. In this case please ignore the above terms and conditions.
- 17.15 Neither Party shall be bound by any express, tacit or implied term, representation, warranty promise or the like not recorded herein.

18 DATA PROTECTION

- 18.1 You consent to us collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes as well as the purposes set out below.
- 18.2 If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are

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provided; and (c) receive any privacy notices on their behalf.

18.3 You consent to us Processing your Personal Information:

18.3.1 to provide products and services to you in terms of this Agreement and any other products and services for which you may apply;

18.3.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services);

18.3.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;

18.3.4 by sharing your Personal Information with our third-party service providers and insurers, locally and outside the country where the products or services are provided. We ask people who provide services to us, including our insurers, to agree to our privacy policies if they need access to any Personal Information to carry out their obligations;

18.3.5 within the Group.

18.4 You consent to us disclosing your Personal Information to persons who furnished Collateral for you.

18.5 You will find our Processing practices in the Group and our privacy statements. These statements are available on the Group's websites or on request.

18.6 **If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live or conduct business, you should get independent advice.**