

**Part B - Terms And Conditions For Personal Loans**

<p>1 Agreed Term</p> <p>Agreement</p> <p>Bank, we, us or our or Standard Bank</p> <p>Borrower, you or your Business Day/s"</p> <p>Collection Costs</p> <p>CPA</p> <p>Credit Life Insurance</p> <p>Credit Limit</p> <p>Current Account</p> <p>Debit Authorisation/s</p> <p>Default Administration Charges</p> <p>Deferred Amount</p> <p>FAIS Act</p> <p>FICA</p> <p>Group</p> <p>Initiation Fee</p> <p>Loan</p> <p>Loan Account</p> <p>Margin</p> <p>Minimum Repayment</p> <p>Natural Person</p> <p>NCA</p> <p>Official Rate</p> <p>Parties</p> <p>Personal Information</p>	<p>Definitions</p> <p>means the initial term of the Loan referred to under "Initial term of the Loan" in Part A or such other term agreed to by us in writing;</p> <p>means the pre-agreement statement and quotation/ cost of credit section (Part A) of this Loan agreement, attached to and read together with these terms and conditions (Part B) and all letters and notices relating to same;</p> <p>means The Standard Bank of South Africa Limited (Registration number 1962/000738/06) and/or its successors in title or assigns;</p> <p>means the person described as the Borrower in Part A of this Agreement;</p> <p>mean any day/s other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;</p> <p>means the amount that may be charged by us in enforcing your monetary obligations under this Agreement, but excludes any Default Administration Charges;</p> <p>means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;</p> <p>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;</p> <p>or "Reduced Credit Limit" means the amount of the Loan that is available for use by you in terms of this Agreement;</p> <p>means an active account into and from which deposits and withdrawals can be made by way of cheques, bills and Debit Authorisations;</p> <p>means the method by which you effect the Repayments that are required in the "Minimum Repayment" clause in Part A and includes a debit order;</p> <p>means charges which you must pay if you default in any payment obligation under this Agreement;</p> <p>means, at any time, the amount due by you in terms of this Agreement, the payment of which is deferred and upon which interest is calculated. This amount includes – interest; the fees and charges set out in the quotation/Part A; Default Administration Charges referred to in clause 6.1 below (if such charges become applicable); and Collection Costs as referred to in clause 6.2 below (if such charges become applicable), from the date upon which any such amount becomes due or may be levied, until all payments due by you in terms of this Agreement have been made in full, less any amount paid towards the settlement thereof or any amount credited towards the Deferred Amount at that time;</p> <p>means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;</p> <p>means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;</p> <p>means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;</p> <p>means the fee in respect of the cost of initiating this Agreement payable by you upon entering into this Agreement;</p> <p>means the amount we have agreed to lend you in terms of this Agreement;</p> <p>means the Loan Account in your name opened in our books in respect of this Agreement;</p> <p>means the agreed number of percentage points interest charged by us above or below the Prime Interest Rate or the Official Rate, whichever is applicable;</p> <p>means the minimum amount to be paid by you, as advised by us and as reflected on your latest monthly Statement ;</p> <p>means a private individual, and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are private individuals;</p> <p>means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;</p> <p>means the official rate of interest used in the determination of taxable employment benefits, as prescribed by the Income Tax Act 58 of 1962, and all regulations promulgated in terms of this act, being the reference rate in respect of Staff ("Staff" means an employee of Standard Bank or the Group);</p> <p>means you and us and "Party" means any one of us as the context may indicate;</p> <p>means information relating to an identifiable, natural or juristic person, including but not limited</p>	<p>Prime Interest Rate</p> <p>Principal Debt</p> <p>Process</p> <p>Repayment/s</p> <p>Service Fee</p> <p>Settlement Date</p> <p>Statement</p> <p>VAT</p> <p>2</p> <p>2.1</p> <p>2.2</p> <p>2.3</p> <p>2.4</p> <p>2.5</p> <p>2.6</p> <p>2.7</p> <p>2.8</p> <p>3</p> <p>3.1</p> <p>3.2</p> <p>3.3</p> <p>3.4</p>	<p>to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identifying number, telephone number, e-mail, postal or street address, biometric information and financial, criminal or employment history as well as 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;</p> <p>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;</p> <p>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 Deferred Amount in terms of this Agreement;</p> <p>means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information and "Processing" will have a similar meaning;</p> <p>means payment/s made, or to be made by you to us and "Repayment Due Date" means the due date for payment of all amounts due and payable as advised by us;</p> <p>means the fee levied by us in connection with the routine administration costs of maintaining this Loan which forms part of the Principal Debt;</p> <p>means the date on which all amounts due and payable to us are paid;</p> <p>means the document reflecting the transactions made on your Loan Account up to the date of the statement; the full amount owing to us (including any legally permissible interest, costs, fees and charges that may be levied); and the Repayment Due Date; and</p> <p>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.</p> <p>Interpretation</p> <p>We have defined some words for consistency. These words will begin with a capital letter.</p> <p>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.</p> <p>If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.</p> <p>The singular includes the plural and vice versa and any gender includes the other gender.</p> <p>All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.</p> <p>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. 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. Important clauses which may limit our responsibility or involve some risk for you, will be in bold.</p> <p>Payments</p> <p>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.</p> <p>Each Repayment will be credited to your Loan Account 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.</p> <p>We will notify you in the event of an increase in any legally permissible fee, charge or interest rate, in accordance with this agreement, and may increase the Agreed Term to ensure that your repayment amount remains the same for the term of the Loan.</p> <p>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.</p>
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3.5	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 in terms of this Agreement.		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.
3.6	If you have indicated that you will:-	6.2	Collection Costs
3.6.1	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 as part of the Principal Debt; or	6.2.1	We will charge you, in respect of the enforcement of your payment obligations under this Agreement, all costs incurred by us in collecting any amount due and/or payable by you in terms of this Agreement.
3.6.2	not pay the Initiation Fee separately, this fee will be added to the Loan and debited to the Loan Account on acceptance of this Agreement by you.	6.2.2	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 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.
3.7	If applicable, the monthly Service Fee referred to in Part A, will be debited to the Loan Account.		
3.8	Certain deposits are subject to a 7 (seven) 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 has already been credited.	7	Interest
3.9	We reserve the right, in our sole discretion, to accept payment made other than by debit order.	7.1	If a variable interest rate is applicable to this Agreement:-
4	Statements	7.1.1	the rate is linked to the Prime Interest Rate or the Official Rate (whichever is applicable), by a Margin related to the Prime Interest Rate or the Official Rate (whichever is applicable), that is determined by us and has been disclosed in the "Variable interest rate" clause in Part A; and
4.1	We will provide you with a periodic Statement showing the outstanding balance and, where applicable, the Minimum Repayment owing to us and the Repayment Due Date.	7.1.2	the interest rate applicable to this Agreement may change if the Prime Interest Rate or the Official Rate (whichever is applicable) fluctuates, provided that this 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.
4.2	You may dispute (i.e. query) all or part of the Statement delivered to you by sending us written notice of your query.		If a fixed interest rate is applicable to this Agreement, such fixed rate will be charged for the Agreed Term of the Loan provided that this rate does not exceed the legal maximum permissible rate.
4.3	You should contact us at any of our branches or the Customer Contact Centre on telephone number 0860 123 000 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.	7.2	Any amendment to the interest rate would also result in an amendment to the amount reflected under the "Total cost of this Agreement" clause in Part A.
4.4	Subject to the provisions of clause 15.1 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.	7.3	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, and charged in arrears and is due and payable on the Repayment Due Date and debited to your Loan Account.
4.5	We may subsequently (i.e. later) adjust debits or credits to your Loan Account and Loan Account balances so as to accurately reflect both your and our legal obligations.	7.4	We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.
5	Costs, fees and charges	7.5	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.
5.1	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 the legal maximum permissible amount - an Initiation Fee; a monthly Service Fee; the cost of any credit insurance/assurance for which we pay the premiums on your behalf; Default Administration Charges; and Collection Costs.	7.6	Interest will be charged at a rate not exceeding the highest interest rate applicable to any part of the Principal Debt, 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.
5.2	Unless stated otherwise, the costs, fees and charges referred to in this clause 5 are inclusive of VAT, currently 14% (fourteen percent). All costs, fees and charges in respect of this Agreement will be debited to the Loan Account.	7.7	If the Prime Interest Rate or the maximum permissible NCA interest rate, or the Official 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.
5.3	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.	7.8	We shall in such event have the right to increase or reduce the Agreed Term to ensure that the Repayment amount remains the same for the Agreed Term and to cater for such change in the interest rate.
5.4	If we charge a fee in respect of this Agreement which is less than the prescribed legal maximum, then we may at any time increase it by giving you written notice of at least 5 (five) Business Days setting out the amount of the new fee .		
5.5	You must pay to us all applicable costs, fees and charges set out in this clause 5, together with the Principal Debt and interest on the Principal Debt as set out in this Agreement. 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.	8	Credit limit
6	Legal costs and charges	8.1	If applicable for your type of Loan in terms of the NCA, you may at any time, apply to us to:-
6.1	Default Administration Charges	8.1.1	increase your Credit Limit subject to our normal credit conditions; or
6.1.1	If you default in any payment 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 of demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrates Court Act 32 of 1944, in addition to any reasonable and necessary expenses incurred in delivering the letter.	8.1.2	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.
		8.2	If applicable for your type of Loan in terms of the NCA, we may, from time to time automatically increase the Credit Limit on your Loan Account, 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.
		8.3	The Loan is granted to you at our sole discretion, exercised reasonably, and we may:-
		8.3.1	immediately restrict activity or suspend all or part of the Credit Limit, or Reduced Credit Limit (if applicable) under your Loan without notice to you, if you are in default under this Agreement;
		8.3.2	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
6.1.2	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	8.3.3	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.

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Termination of this agreement by you  
You may terminate this Agreement at any time with or without advance notice to us, by settling the outstanding amount owing to us. The amount required to settle this Agreement will be the Settlement Value amount in terms of this Agreement 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, we will provide such a Statement, in writing, within 5 (five) Business Days of your request to do so.

10

Warranties, representations and undertakings

10.1

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

10.1.1

you have the full capacity to effect and carry out your obligations in terms of this Agreement and that 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;

10.1.2

all information that you provided to us in connection with the granting of this Loan 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 grant you this Loan;

10.1.3

you are not in default in respect of any of your material obligations in connection with the Loan and no default as specified in clause 11.1 below has occurred or is occurring;

10.1.4

you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities.

10.2

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.

10.3

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.

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Default

11.1

Default in terms of this Agreement will occur if:-

11.1.1

you fail to pay any amount payable to us under this Agreement on the due date; and/or

11.1.2

there is a material deterioration, in our reasonable opinion, in your financial position; and/or

11.1.3

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; and/or

11.1.4

you fail to comply with legislation and/or regulations applicable to this Agreement and your activities, including but not limited to any environmental laws or responsibilities and/or where applicable, any company laws; and/or

11.1.5

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; and/or

11.1.6

you publish a notice of the voluntary surrender of your estate or die; and/or

11.1.7

you are placed under administration or debt review or commit an act of insolvency as defined in the Insolvency Act 24 of 1936, or an application or other proceedings have been brought against you, or in respect of you, in terms of which you are sought to be sequestrated or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsory; and/or

11.1.8

you compromise or attempt to compromise with your creditors generally or defer payment of debts owing by you to your creditors; and/or

11.1.9

any representation, warranty or assurance made or given by you in connection with your application for this Loan or this Agreement or any information and/or documentation supplied by you is, in our opinion, materially incorrect or false; and/or

11.1.10

you generally do or omit to do anything which may affect our rights or collateral in terms of this Agreement; and/or

11.1.11

judgment of a competent court against 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.

11.2

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, 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 all or part of the Credit Limit, or Reduced Credit Limit, on your Loan 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; and/or increase the rate of interest charged; and/or commence legal proceedings to enforce this Agreement.

We may commence legal proceedings if we have given you notice as referred to in clause 11.2 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 11.2 and you have not responded to that notice or have responded to the notice by rejecting our proposal.

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 6 above, from you.

We may exercise our rights in terms of clause 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.

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 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 available to you.

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 we in any way know or suspect that your Loan 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 Loan or withdraw the Loan without notice to you, and call for immediate repayment of all amounts owing by you to us.

If we close, restrict activity or suspend access to your Credit Limit, Reduced Credit Limit, or your Loan 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.

Information sharing

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 of your Loan Account; 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 bureaux 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.

Based on their records, the credit bureaux may provide a credit profile and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureaux 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 bureaux will be made available to you on request and shall also be made available on our website.

We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your Loan Account that gives us reasonable cause to suspect that the Loan Account 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.

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13.1 Addresses for notices  
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. 15.8
- 13.2 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 address provided in your application for this Loan, or any address advised in terms of clause 13.3 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. 15.9
- 13.3 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. 15.10
- 13.4 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. 15.11
- 13.5 Despite anything to the contrary set out in this clause 13, 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. 15.12
- 13.6 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"). 15.13
- 14  
14.1 Cession by the bank  
To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede 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. 15.14
- 14.2 You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.
- 15  
15.1 GENERAL  
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; or in respect of the Personal Loan Product, on the 1st (first) Business Day prior to that day. 16  
16.1
- 15.2 Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement.
- 15.3 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 the Agreement will be based on this English version. 16.2
- 15.4 At our request, you will be required to provide us with your latest financial statements, contingent liability details and any other reasonably required information of or relating to you.
- 15.5 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa and you hereby consent, in terms of section 45 of the Magistrate's Court Act 32 of 1944, to us taking legal steps to enforce any of our rights in terms of this Agreement, to the jurisdiction of any Magistrate's Court having jurisdiction in the area in which you reside or work, despite the amount involved. You do not consent to the jurisdiction of the High Court if the Magistrate's Court has concurrent jurisdiction. 16.3
- 15.6 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.
- 15.7 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. 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 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 National Consumer Commission in respect of the CPA; or National Credit Regulator in respect of the NCA; and/or make an application to the National Consumer Tribunal ("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.

The contact details of the Credit Bureau, National Credit Regulator, National Consumer Tribunal and Banking ombud are available on request and shall also be available on our website.

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.

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.

You acknowledge that you have been informed that you should contact us if you need further explanation of anything related to, or referred to in this Agreement.

Save as provided for in clause 5.3 above, any agreed changes to this Agreement will be made in writing and signed by both you and us or if the changes are recorded telephonically, we will provide you with written confirmation of the change. 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.

#### Data protection

We may and you expressly consent to the collecting and Processing your Personal Information by us, to - open, administer and operate your Loan Account; provide any combination of services, analysis, advice or intermediary service linked to your Loan Account, to you; monitor and analyse the conduct on your Loan Account for credit, fraud, compliance and other risk related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.

You hereby expressly consent that we may - Process and further Process your Personal Information within the Group for the above purposes; disclose your Personal Information to any person who provides services to us or acts as our agents or to whom we have transferred or propose to transfer any of our rights and duties in respect of your Loan Account (some of these persons may be located in countries outside of the Republic of South Africa); and share your Personal Information with our service providers, locally and outside the Republic of South Africa, as necessary. We ask persons who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.

You acknowledge that - we will at all times remain responsible for determining the purpose of and means for Processing your Personal Information; we are required by various laws, including FICA and the FAIS Act, to collect some of your Personal Information; without your Personal Information we may be unable to open or continue to offer services to you; and you are providing us with your Personal Information voluntarily.