

Contract summary

Acknowledgement and declaration for the agreement and debit order.

I/We, MISS DITLHARE KHARAMETSANE, the undersigned, with Identity number/registration number 9407170322083, agree and acknowledge that: 0005736509

1. I/We have read and agree to the terms and conditions of the Instalment Sale Agreement / Lease Agreement, including the debit order authorisation with The Standard Bank of South Africa Limited (the "Bank").
2. The abovementioned Instalment Sale Agreement/Lease Agreement was executed with my/our signature(s) on an electronic capturing device (an electronic signature), which uniquely identifies me/us on the electronic copy of the Instalment Sale Agreement/Lease Agreement.
3. I/We will receive a soft copy of the signed Instalment Sale Agreement/Lease Agreement and it is my/our responsibility to keep it safe. The Bank will only store and archive the electronically signed Instalment Sale Agreement/Lease Agreement.
4. I/We specifically agree to the terms and conditions of the debit order authority, and understand that my/our electronic signature on the electronic capturing device represents my/our signature for the debit order authority.
5. I/We have read, understand and agree to the terms for each of the insurance policies I/We selected, as set out in the Instalment Sale Agreement/Lease Agreement and discussed with me. The below products indicated in the summary indicates my acceptance or declining of the products offered to me.
6. I/We have read, understand and agree to the Statutory Disclosure in terms of the Financial Advisory and Intermediary Services (FAIS) Act, 2002, Financial Intelligence Centre Act, 2001 and Data Privacy which contains important information regarding Standard Bank Insurance Brokers Propriety Limited and which becomes a legally binding agreement when you agree to it.
7. I/We agree to the specified values as set out in the Instalment Sale Agreement/Lease Agreement:

Summary of deal	
Vehicle make and model	CHERYOMODA C5 1.5T LUXURY S2024
Vehicle year	2024
Principal debt	R 167697,51
Repayment term (months)	61
Instalment amount	R 3871,73
Interest rate (%)	12,50
Rate type	Variable
Agreement Start Date	2024-07-09
Agreement End Date	2029-08-01

Part A

Pre-Agreement Quotation/Cost of Credit

Type of Agreement - Credit Transaction
Instalment Sale Agreement (Natural Persons)
Tax Invoice

entered into on 2024-07-09
between The Standard Bank of South Africa Limited (Registration number 1962/000738/06),
Registered credit provider, Registration number NCRCP15 VAT Registration number 4100105461

of 2nd Floor, Standard Bank, 33 Baker Street, Johannesburg, 2196,
Telephone number 0860 000 000 and

MISS DITLHARE KHARAMETSANE
Identity Number 9407170322083
notice address 922 BURNET STREET, , RIVERSIDE VIEW, FOURWAYS, 2191
Contact details +27 -820805245

("the Bank"),
("the Customer")

Agreement number 0005736509
Cost of Credit

1	Goods Detail	
1.1	Goods	CHERYOMODA C5 1.5T LUXURY S2024
1.2	Serial/Registration number	
1.3	Engine number	SQRE4T15CAQRD00758
1.4	Chassis number	LVVDB21B6RD503180
1.5	Address of the premises from which the goods are to be supplied	CNR FOURWAYS BLVD & PERCY ST
		FOURWAYS
		SANDTON
		2191
		GP
2	Principal debt to be advanced to you or on your behalf (calculated as follows <clause 2.1 to 2.4 clause >):	R 167697,51
2.1	Invoice amount:	R 466490,01
2.2	Cost of an extended warranty agreement:	R 0.00
2.3	Less: Deposit or any initial payment:	R 300000,00
2.4	Plus: Initiation fee (inclusive of VAT) (Unless paid separately) – (Please see clause 11.2 of the Terms and Conditions):	R 1207,50
3	Service Fee (inclusive of VAT) for routine administration costs of maintaining this Agreement which will form part of the Repayment in clause 7 below. The Service Fee is subject to review and any amendment will result in a corresponding change to the Total cost of this Agreement in this Part A.	
3.1	The Service Fee that is charged monthly, and collected with your Repayment is:	R 69,00
3.2	The Service Fee included in the Repayment is:	R 69,00
3.3	The total Service Fee over the Agreed Term (Monthly Service Fee X term) is: This is calculated on the assumption that there are no amendments to the Service Fee over the Agreed Term.	R 4140,00
4	Annual Rate at which interest is levied: Variable interest rate (non-vatable) (Please see clause 16 of the Terms and Conditions).	Currently 12,50% pa.
4.1	The current Prime rate is:	11,75% pa.
4.2	The Margin is:	0,75% Above

5	Total cost of this Agreement (inclusive of VAT):	R	232303,80
5.1	Unless stated otherwise the costs, fees and charges referred to in this Cost of Credit are inclusive of VAT at the applicable prevailing rate.		
5.2	The invoice amount reflected in clause 2 above together with the following interest, costs, fees and charges are included in this amount:		
5.2.1	Invoice amount reflected at clause 2.1; and		
5.2.2	Pre-owned Warranty reflected at clause 2.2 above; and		
5.2.3	Initiation fee (inclusive of VAT) reflected at clause 2.4 above; and		
5.2.4	total Credit Life Insurance premiums over the Agreed Term if you choose to accept our policy of insurance as reflected in 10 below; and		
5.2.5	the total interest charges (non-vatable) over the Agreed Term:	R	60466,29
5.2.6	Total cost of this Agreement (excluding VAT):	R	170974,99
5.3	Total VAT for this Agreement:	R	61328,81
5.4	VAT Claimable in terms of this Document	R	59191,31
5.5	Credit cost multiple:		1,39 times
5.6	This amount represents the ratio (proportion) of the Total cost of this Agreement (reflected in this clause 5) in relation to the Principal Debt (reflected in clause 2) and is calculated as follows: Total cost of this Agreement divided by the Principal Debt.		

	I understand and accept the credit cost multiple defined in clause 5.5 above.	Initial(s) _____
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6	Agreed Term Commencement date 2024-07-09 Expiry date of this Agreement 2029-08-01 This term is calculated from the date of compliance with all the requirements in clause 9 below.	Months 61
7	Repayment calculated on the Total cost of Agreement (inclusive of VAT)	R 232303,80
7.1	The first Repayment will commence on 2024-09-01 and thereafter as follows:	
7.2	Frequency of Repayments: Monthly intervals	
7.3	Number of Repayments: 60 Amount of Repayments:	
	60 PAYMENT(S) OF R 3871,73 EACH AT MONTHLY INTERVALS BEGINNING ON 2024-09-01	

8	Collateral Collateral required:
8.1	The Bank being noted as a first loss payee of insurance policies in respect of the Goods and this Agreement (Please see clause 8 of the Terms and Conditions).
8.2	Cession of insurance policies, where applicable, in respect of the Goods and this Agreement (Please see clause 8 of the Terms and Conditions).

9	Conditions
9.1.	Copies of the following documents are required:
9.1.1	Utility Bill, to confirm residential/business address.
9.1.2	Natis Registration Document.
9.1.3	Latest Identity document and driving licence verified by authorized personnel.
9.1.4	Invoice as per approval.
9.2	Debit order to be in line with customers salary date.
9.3	Subject to valid RSA card driver's licence before contract stage.
9.4	TDL to be authorized before contract.
9.5	Only one vehicle to be financed.
9.6	Subject to full KYC documents required.
9.7	Proof of settlement required when a client has an instalment to settle.

9.8	You pay the deposit referred to in clause 2.3 of this Cost of Credit.
9.9	You provide us with a signed original Authority to Release the Goods.
9.10	You ensure or procure that the Collateral required in this Cost of Credit is put in place and registered (to the extent applicable).
9.11	You insure the Goods as required by us.
9.12	You provide us with proof of your identification number and street address details, as required by the Financial Intelligence Centre Act 38 of 2005, as well as your income tax registration number and the source of income/funds which you expect to use to repay this credit facility.
9.13	You do not apply for debt review and are not under debt review, as contemplated in the NCA, from the date on which you sign this Agreement, until the date on which the conditions in 9.1 to 9.12 are fulfilled.

Your reference number is **T002359987**. Your Application Index is **0005736509**. Please contact us on **0860 000 000** if you have any queries.

This Cost of Credit section is valid for 30 (thirty) days.

This Cost of Credit is subject to the conditions contained in this Agreement being fulfilled and a credit assessment conducted by us on you, based on the information provided by you when you applied for this Agreement, and on information obtained by us from third parties with your consent as at the date of the Cost of Credit, which is material and relevant to the Cost of Credit as required in terms of section 81 of the NCA.

We have the right to review the Cost of Credit at any time after the date of the Cost of Credit, and to 5.4 application, if you provided incomplete or incorrect information or if additional information is disclosed by you to us or obtained by us after the date of the Cost of Credit, which information is material and relevant to the credit assessment or which may have a material impact on the Cost of Credit.

The Financial Advisory & Intermediary Services Act and the consumer protection it provides do not apply to this Agreement. If you have a concern relating to these terms, and we have not been able to resolve it to your satisfaction you may use our complaints process, at www.standardbank.co.za; Or If you are still dissatisfied, you may contact the Ombudsman for Banking Services at 0860 800 900; by email at info@obssa.co.za; or through their website at www.obssa.co.za

The Cost of Credit will become a valid tax invoice once we have supplied the Goods to you.

Signed at _____ on _____

Signature of the Customer

Witness

Full names

Identity number

Statement Reference	0005736509
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Accountholder's Details			
Full Name and Surname of Individual/Full Name of Entity (I, me or my)		MISS DITLHARE KHARAMETSANE	
Identity Number/Passport Number of Individual/Registration Number of Entity		9407170322083	
I confirm that I have concluded a Vehicle Asset Finance agreement with Standard Bank (Agreement). I authorise Standard Bank to debit my bank account as set out below (Bank Account) for all amounts that are due under the Agreement (Collection Amount)			
Accountholder's Name	MISS DITLHARE DEBB	Bank Account number	1453965139
Bank Name	CAPITEC_BANK	Branch Code	470010
Account Type	SAVINGS		
The Collection Amount will be debited from my Bank Account as follows:			
Collection Amount (Subject to change as set out in the Agreement. The amount collected at each interval cannot be more than the Maximum Payment , as defined below.)			
60 PAYMENT(S) OF R 3871,73 EACH AT MONTHLY INTERVALS BEGINNING ON 2024-09-01			
Maximum Payment (Limited to 1.5 times the monthly amount payment for Variable DebiCheck mandates.)			
I agree that the following terms apply to this Debit Order Mandate <ul style="list-style-type: none"> • The Statement Reference set out above is provided for the purpose of helping me to find the Collection Amount on my bank statement. • If the Collection Date falls on a Sunday or public holiday, Standard Bank may debit the Collection Amount to my Bank Account on the first working day after that. I will be liable for any additional interest that may be calculated as a result of this. • If there is not enough money on the Collection Date, Standard Bank can track my Bank Account (at no cost to me) and debit the Collection Amount on another day when there is money in my Bank Account. • The Collection Amount may change depending on what is set out in the Agreement, for example if the interest rate changes. • If Standard Bank cannot debit my Bank Account for the Collection Amount, it will be a default, meaning that I have breached the Agreement. The total amount that Standard Bank debits from my Bank Account will never be more than the amounts that are due under the Agreement. • Standard Bank will continue to debit my Bank Account for the Collection Amount until I have paid all the amounts due under the Agreement or until I cancel this Debit Order Mandate by giving Standard Bank at least 30 days' notice in writing. If I suspend or cancel this Debit Order Mandate, that will not mean I have also suspended or cancelled the Agreement. I can suspend this Debit Order Mandate if allowed under the Agreement or by Standard Bank. • I will pay for any bank charges related to this Debit Order Mandate, including where Standard Bank cannot debit my Bank Account for the Collection Amount. • Standard Bank may cede or assign this Debit Order Mandate to a third party if they also cede or assign the Agreement to the third party. 			
Signed at _____ by (Accountholder/Authorised Signatory for Accountholder) _____ on (date) _____			
Signature _____			

1 Declarations made by the Customer

I confirm that:

- 1.1 You have explained the terms and conditions of this Agreement to me and I understand my rights and obligations under, and the risks and costs of, this Agreement;
- 1.2 I have been informed that I can refer any further questions I may have to the Bank at any time;
- 1.3 I am aware of the importance of the wording printed in bold;
- 1.4 I accept the offer of the agreement contained in Part A and the related terms and conditions in Part B and further confirm that, I have been given copies of this Agreement;
- 1.5 I can afford the capital and interest payments and the fees referred to in this Agreement;
- 1.6 I have fully and truthfully disclosed my income and expenses to you and have fully and truthfully answered all your requests for information leading up to the conclusion of this Agreement and I have disclosed complete and authentic documentation to the Bank to enable the Bank to conduct an affordability assessment;
- 1.7 I have disclosed to the Bank all other applications I have made to third parties for credit, whether processed or not at the date of my application for this Agreement;
- 1.8 I have not been required or induced to enter into any supplementary agreements or documents other than those comprising this Agreement;
- 1.9 the Bank has not made me an offer which would automatically have resulted in an Agreement had I not declined the offer;
- 1.10 the Bank has not induced, harassed or forced me to enter into this Agreement;
- 1.11 the benefits of credit insurance in relation to this Agreement have been fully explained to me and, unless the Cost of Credit expressly provides otherwise, I have chosen not to take out such insurance;
- 1.12 I am not under debt counselling or subject to debt review, nor have I applied for debt review as at the date when I signed this Agreement;
- 1.13 I have the necessary legal capacity to enter into this Agreement and no court has declared me mentally unfit;
- 1.14 accepting and entering into this Agreement will not cause me to become over-indebted as contemplated in the NCA;
- 1.15 I am aware that I must not accept this Agreement unless I understand my rights and obligations and the risks and costs of the obligation;
- 1.16 this Agreement was completed in full at the time when I signed it;
- 1.17 I am aware that when this Agreement takes effect section 69(2) of the NCA requires you to report the relevant details of this Agreement (e.g. my name and address etc.) to the National Credit Register or a registered credit bureau and that these details will be disclosed for this purpose; and
- 1.18 I have been free to secure independent advice in respect of the contents of this Agreement.
- 1.19 I am aware that if I am married in community of property then I am required to obtain the written consent of my spouse, in terms of the Matrimonial Property Act 88 of 1984, before entering into this Agreement:
 - 1.19.1 I hereby confirm that the required consent is held; or
 - 1.19.2 I hereby confirm that I am applying for the agreement in the ordinary course of my profession, trade or business, and the consent of my spouse is not required; or
 - 1.19.3 I hereby confirm that I am not married in community of property.

- 2 I/we know and understand that this Agreement must be read together with the latest version of the Standard Bank general terms and conditions as if specifically incorporated into this Agreement. If there is any conflict between this Agreement and the Standard Bank general terms and conditions, this Agreement will apply to the Loan. Updated versions of the Standard Bank general terms and conditions can be found on the Standard Bank website www.standardbank.co.za from time to time.

Signed at _____ on _____

Signature of the Customer

Witness

Full names

Identity number

Type of Agreement - Credit Transaction Instalment Sale Agreement (Natural Persons)

These are “standard terms and conditions” FOR NATURAL PERSONS (within NCA and within CPA)

Part B - Terms and conditions granted to a natural person

1 Definitions

- 1.1 **Account** means the account in your name in our books in respect of this Agreement;
- 1.2 **Agreed Term** means the term of the Agreement referred to under Part A or such other term agreed to by us in writing;
- 1.3 **Agreement** means the cost of credit section (Part A), attached to and read together with these terms and conditions (Part B), the Standard Bank general terms and conditions, and all letters and notices relating to same;
- 1.4 **Authority to Release the Goods** means the authority signed by you confirming that you have inspected and received the Goods on our behalf from the Supplier;
- 1.5 **Bank, Credit Provider, 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;
- 1.6 **Business Days** means any day/s other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;
- 1.7 **Collateral** means any security or undertaking, including any guarantee, bond, indemnity or cession, provided to us or to the Guarantor to secure the repayment of your obligations to us under this Agreement and/or in terms of any written indemnity you have given to the Guarantor;
- 1.8 **Collateral Provider** means each person and/or entity who is to provide Collateral to the Bank in respect of the due performance by you of your payment and other obligations in terms of this Agreement and **Collateral Providers** means any one of them as the context may indicate;
- 1.9 **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;
- 1.10 **Companies Act** means Companies Act No 71 of 2008 and all regulations promulgated in terms of that act, as amended from time to time;
- 1.11 **Constitutional Documents** means in the case of a company, the memorandum of association, articles of association, certificate to commence business, certificate of incorporation and/or the memorandum of incorporation and registration certificate, as the case may be; or in the case of a close corporation, the founding statement; or in the case of a trust, the trust deed and letters of authority;
- 1.12 **Control** shall have the meaning ascribed to it in section 2 of the Companies Act and **Controlled** or **Controlling** will have the same meaning. For the purposes of this definition, any reference to a company, trust, or close corporation in the Companies Act, shall be deemed to refer to any analogous entity in any other jurisdiction;
- 1.13 **CPA** means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of that act;
- 1.14 **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;
- 1.15 **Credit Record** means your payment profile (your credit history) including adverse information on a credit profile held by a credit bureaux;
- 1.16 **Customer, you or your** means the person described as the customer in Part A;

- 1.17 **“Customer’s Group”** means the Customer or any other entity which may, from time to time, form part of the Customer’s group either as result of such entity Controlling any entity forming part of the Customer’s group alternatively such entity is Controlled by any entity forming part of the Customer’s group (only applicable if the Customer forms part of a group);
- 1.18 **Default Administration Charges** means charges which you must pay if you default in any payment obligation under this Agreement;
- 1.19 **FAIS Act** means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of that act;
- 1.20 **FICA** means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of that act;
- 1.21 **Goods** means the asset(s) described in Part A;
- 1.22 **Group** means Standard Bank Group Limited, its subsidiaries and their subsidiaries;
- 1.23 **Guarantor(s)** means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;
- 1.24 **Initiation Fee** means the fee (inclusive of VAT) in respect of the cost of initiating this Agreement payable by you;
- 1.25 **Interest Rate Change Letter** means the letter sent to you stating the new interest rate applicable to the Agreement, following a Prime Rate change;
- 1.26 **Juristic Person** does not include a private individual and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are natural persons;
- 1.27 **Margin** means the agreed number of percentage points interest charged by us above or below the Prime Interest Rate;
- 1.28 **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;
- 1.29 **NCA** means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
- 1.30 **Official Rate** means the official rate of interest as it is from time to time, used in the determination of taxable employment benefits, as prescribed by the Income Tax Act 58 of 1962, as amended, replaced or re-enacted from time to time, being the reference rate in respect of Staff (“Staff” means employees of the Bank or the Group);
- 1.31 **Parties** means you and us and **Party** means any one of us as the context may indicate;
- 1.32 **Prime Interest Rate** means the publicly quoted variable base rate of interest per year ruling from time to time (as certified by any manager of the Bank, whose appointment it shall not be necessary to prove) at which the Bank lends, and such certification shall be binding on the Parties in the absence of an obvious error;
- 1.33 **Principal Debt** means the amount deferred in terms of this Agreement;
- 1.34 **Prohibited Activities** means illegal or terrorist activities, money laundering or any activities which are subject to Sanctions or are not in compliance with applicable laws, regulations or practices;
- 1.35 **Repayment** means the monthly instalment 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;
- 1.36 **Repayment Authorisation** means the method by which you effect the repayment and includes a debit order;
- 1.37 **Sanctions** means any restrictions set by a Sanctioning Body, including but not limited to diplomatic, travel, trade or financial sanctions or embargoes;
- 1.38 **Sanctioning Body** means the United Nations Security Council (UNSC), the Office of Foreign Assets Control of the Department of Treasury of the United States of America (OFAC), the European Union (EU), Her Majesty’s Treasury (HMT), the Ministry of

	Economy, Finance and Industry (France) (MINEFI) or any other sanctioning body the Bank recognise from time to time;	4.2	Ownership of the Goods will only pass to you once you have paid all amounts due and complied with of your obligations in terms of this Agreement
1.39	Sanctioned Entity means:	5	Delivery and risk in the Goods
1.39.1	any natural or juristic person or any country;	5.1	You have selected the Goods from the Supplier and we have no knowledge of the purpose for which the Goods are to be used.
1.39.2	in the case of a juristic person, any person who (i) Controls it; or (ii) it Controls;	5.2	You must inspect the Goods on our behalf and if you are satisfied that the Goods are free of defects, you must sign the Authority to Release the Goods and give it to the Supplier. By doing this, you are instructing us to pay the Supplier for the Goods.
1.39.3	in the case of any country, its ministries, departments, agencies or any other governmental organisations, listed on any Sanctions List or who is subject to any Sanctions;	5.3	You will act as our agent when taking delivery of the Goods, so that we become the owner of the Goods. The Supplier will act as our agent for the purpose of delivering the Goods to you.
1.40	Sanction List means any list of Sanctioned Entities published by a Sanctioning Body, as updated from time to time;	5.4	The Supplier and you will only act as our agent for the purposes set out in this Agreement.
1.41	Service Fee means the fee (inclusive of VAT) levied by us in connection with the routine administration costs of maintaining this Agreement;	5.5	Subject to your rights in the CPA, you agree that we have made no warranties or representations to you as to the state, condition or fitness of the Goods. We are not the manufacturer of the Goods, and we have not inspected the Goods and could therefore not reasonably have discovered any defects in the Goods.
1.42	Settlement Date means the date on which all amounts due and payable to us are paid;	5.6	The risk in the Goods will pass to you when you take delivery of the Goods or when you sign this Agreement, whichever is earlier.
1.43	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;	6	Use and maintenance of the Goods
1.44	Statement means the document reflecting the transactions made on your Account up to the date of the statement; the full amount due to us (including any legally permissible interest, costs, fees and charges that may be levied); the Repayment; and the Repayment Due Date;	6.1	You must:
1.45	Supplier means the party who supplies the Goods;	6.1.1	use the Goods with care and not do anything that may affect our rights in respect of the Goods, and you may not alter or modify the Goods without our consent;
1.46	Surety(ies) means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;	6.1.2	comply with all laws relating to the possession, operation, licensing, registration, insurance and use of the Goods at your expense;
1.47	Tribunal means the National Consumer Tribunal established by section 26 of the NCA; and	6.1.3	keep the Goods in your possession and under your control and not sell or part with possession of the Goods or allow the Goods to be removed from the Republic of South Africa without our prior written consent;
1.48	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.	6.1.4	maintain and service the Goods in accordance with the manufacturer's specifications, keep them in good working order and condition and ensure that they are only used by qualified and licensed drivers and operators;
2	Interpretation	6.1.5	ensure that the Goods are not permanently attached to, or form part of, any other property (movable or immovable) and provide us with a written waiver from any person from whom we may require such waiver;
2.1	Words defined, will (for consistency) begin with a capital letter.	6.1.6	not use or allow the Goods to be used in an illegal manner or for an illegal purpose or in a manner which may invalidate any insurance claim, nor use the Goods for the transportation of persons or goods for reward nor for any racing or dangerous activity;
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.	6.1.7	not allow the Goods to become subject to any lien (a right by a third party to take possession of the Goods to satisfy any debt owing to them by you), hypothec (a right by a landlord to take possession of the Goods to satisfy any amounts owing to them by you) or attachment by a third party by way of an order of any court. In the event of a third party attaching the Goods as part of any lien, hypothec or any other encumbrance, you undertake to immediately obtain the release of the Goods from the third party.
2.3	If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.	6.2	All replacement parts and accessories that you add to the Goods will form part of the Goods and become our property without payment of any compensation to you.
2.4	The singular includes the plural and vice versa and any gender includes the other gender.	6.3	We, or our representatives, may at all reasonable times inspect the Goods on any premises where they are kept.
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.	6.4	If you store the Goods on premises that you do not own, you must notify us in writing of the name and address of the landlord or the owner of the premises and inform us of any changes in respect thereof during the currency of the Agreement. You must also inform the landlord or the owner of the premises that we own the Goods.
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	Unless otherwise defined in this Agreement, words defined in the CPA and NCA will bear the same meanings in this Agreement.		
2.9	Important clauses which may limit our responsibility or involve some risk for you, will be in bold.		
3	Sale		
3.1	We hereby sell the Goods to you and you purchase the Goods from us on the terms and conditions set out in this Agreement		
4	Ownership of the Goods		
4.1	We will be the owner of the Goods for the duration of this Agreement.		

- 7 Loss of or damage to the Goods**
- 7.1 If the Goods are damaged, destroyed or lost, you must immediately notify us in writing and do everything necessary to ensure payment to us of the proceeds under any insurance policy.
- 7.2 If so required by us, you shall repair and replace the Goods at your cost and continue to discharge all of your obligations under this Agreement on due date.
- 7.3 If the Goods are lost, damaged or destroyed and we or the insurer of the Goods determine that the Goods are incapable of economic repair, we shall be entitled to terminate this Agreement and to claim in terms of 19.3.2 as if an event of default had occurred.
- 8 Insurance**
- 8.1 You must ensure for the duration of this Agreement, that:
- 8.1.1 the Goods are comprehensively insured against all risks for which such Goods are normally insured, for no less than the total of your obligations to us under this Agreement from time to time with an insurance company in terms of a policy acceptable to us; and
- 8.1.2 we are provided with proof of such insurance on our request for same, from time to time. This proof of insurance must include that our interest as owner of the Goods has been noted.
- 8.2 We may propose an insurance company to you and, at your request, arrange insurance on your behalf. If we do so we will provide you with an insurance disclosure (that is, a disclosure of the cost of the insurance arranged by us and the amount of any fee, commission, remuneration or benefit which we may receive in respect of the insurance policy).
- 8.3 You may arrange your own insurance cover with an insurer of your choice. If we find the insurance unacceptable, we will notify you of the reason and we may then exercise our right to take up insurance with any insurer on your behalf and at your expense.
- 8.4 You confirm having been informed of your right to waive a policy of insurance proposed by us and to substitute it with a policy of your own choice.
- 8.5 Irrespective of whether you exercise your right to substitute it with an insurance policy of your own choice or not, you must give us a written nomination and authority:
- 8.5.1 to pay any premium on any insurance policy taken out by you or us in connection with this Agreement and debit your Account on a monthly/yearly basis in respect of such premiums which will become payable by you and which will bear interest at the same rate as reflected in Part A.
- 8.5.2 nominating us as the first loss payee under the insurance policy (that is the recipient of the proceeds of a claim under that policy) and requiring the insurer to use the proceeds of any claim to settle your obligations to us under this Agreement on your behalf as a first charge against the policy to us;
- 8.5.3 authorising the insurer concerned to make payment if an insured event occurs, to settle your obligations to us under this Agreement as a first charge against the proceeds of that policy at any time during the term of this Agreement.
- 8.6 You consent to us, enquiring from your insurer at any time if your insurance policy is still in place and fully paid.
- 8.7 Where you fail to insure the Goods or provide proof that the Goods are insured as required in terms of clause 8.1 we will have the right, but not an obligation, to insure the Goods in our name and/or your name, at your expense, with an insurance company nominated by us. This may be as specified or deemed necessary by us at our sole discretion.
- 8.8 If any insurer rejects an insurance claim for any reason or if the replacement cost of the Goods is more than the benefits under your insurance policy, you will have no recourse against us for any loss directly or indirectly incurred, unless the Bank or any person acting for or controlled by us acted with gross negligence.**
- 8.9 You understand and acknowledge that the required insurance in terms of this Agreement does not constitute a formal insurance assessment. It is your responsibility to ensure that your insurance risk is adequately covered.**

- 9 Surrender of the Goods**
- 9.1 You may terminate this Agreement by advising us that you wish to surrender the Goods to us and by delivering the Goods to us within 5 (five) Business Days of the date of the surrender notice with a request to us to sell the Goods.
- 9.2 We will appoint a valuator to value the Goods and advise you of the estimated value within 10 (ten) Business Days of being placed in possession of the Goods.
- 9.3 Within 10 (ten) Business Days after receipt of the estimated value, you may (unless you are in default under this Agreement) unconditionally withdraw the notice of surrender of the Goods and you may resume possession of the Goods. If you are in default, you may only resume possession of the Goods if you have brought your Account up to date and no arrear amounts reflect on the Account.
- 9.4 If you do not withdraw the notice, we will sell the Goods as soon as practicable for the best price reasonably obtainable and:
- 9.4.1 credit or debit you with a payment or charge equivalent to the proceeds of the sale, less any expenses reasonably incurred by us in connection with the sale of the Goods;
- 9.4.2 give you a written notice stating:
- 9.4.2.1 the Settlement Value of the Agreement immediately before the sale;
- 9.4.2.2 the gross amount realized by the sale;
- 9.4.2.3 the net proceeds of the sale after deducting permitted default charges, if applicable, and reasonable costs incurred in selling the Goods; and
- 9.4.2.4 the amount credited or debited to the Account.
- 9.5 If the amount credited to your Account is less than the Settlement Value immediately before the sale or an amount is debited to your Account, we may demand payment from you of the remaining Settlement Value.
- 9.6 If you:
- 9.6.1 fail to pay the amount demanded by us within 10 (ten) Business Days after receipt of the demand, we may commence legal proceedings for judgment enforcing this Agreement; or pay the amount demanded before judgment is obtained, this Agreement will be terminated upon such payment, it being agreed that in either event you shall pay interest at the prevailing interest rate on any outstanding amount demanded by us, from the date of demand until the date on which the outstanding amount is paid in full.
- 9.7 If the proceeds of the sale of the Goods are more than sufficient to settle your full liability to us, leaving a credit in your favour, we will pay this to you provided that no other credit provider has a credit agreement in respect of the Goods with you.
- 10 Change in control of a Company, Close Corporation, Partnership or Trust**
- 10.1 You must let us know in writing as soon as you become aware of any proposed or actual change in the direct or indirect ownership and/or control and/or management of:
- 10.1.1 any trust to whom the Goods have been sold in terms of this Agreement, and/or
- 10.1.2 any Surety/Guarantor for your obligations to us under this Agreement.
- 10.2 Any change taking place in terms of clause 10.1 above will not affect any Collateral held by us nor will it release any Surety/Guarantor (if any) from a suretyship/guarantee.
- 10.3 In the event of any proposed or actual change referred to in this clause 10.1 we reserve the right to reconsider the terms and conditions of this Agreement.
- 11 Payments**
- 11.1 If you are required to pay a deposit, you must pay the deposit as detailed in Part A of this Agreement.
- 11.2 If you have indicated that you will pay the Initiation Fee upfront into your Account and if 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 Account as part of the Principal Debt.
- 11.3 If you have indicated that you will not pay the Initiation Fee separately, this fee will be added to the Principal Debt and be debited to your Account on your signature of this Agreement.
- 11.4 **You must pay all Repayments on or before the Repayment Due Date, by debit order instruction unless otherwise agreed to by us in writing, without any deduction or demand, for the duration of this Agreement. If the Repayment Due Day falls on a Sunday or public holiday, we may debit your Account for the Repayment on the first working day after that. You will be liable for any additional interest that may be calculated as a result of this.**
- 11.5 **Each Repayment will be credited to your 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.**
- 11.6 We will notify you in the event of an increase in any legally permissible fee, charge, insurance premium or interest rate, in accordance with this Agreement, and you agree to increase your Repayment accordingly. In the event that you have a debit order instruction in place, you authorise us to increase the Repayment amount under your debit order instruction to ensure that your indebtedness to us will be repaid within the Agreed Term.
- 11.7 You have the right at any time to pay any amounts owed to us in advance without notice or penalty, irrespective of whether or not the amounts are due. You agree that any advance payments made by you under this Agreement will result in the Repayments being reduced proportionately so as to not change the term of this Agreement. If you want any advance Repayment to have the effect of shortening the Agreed Term of this Agreement rather than reducing the Repayments, you must contact us to advise us of this.
- 11.8 If a third party takes possession of the Goods, you will remain responsible for the Repayments.
- 11.9 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 terms of this Agreement.
- 11.10 If applicable, the monthly Service Fee will be debited to the Account.
- 11.11 We reserve the right, in our sole discretion, to accept Repayments made other than by way of debit order.
- 12 Statements**
- 12.1 We will provide you with a periodic Statement of your Account.
- 12.2 You may dispute (i.e. query) all or part of the Statement delivered to you by sending us written notice of your query.
- 12.3 You should contact our Customer Contact Centre 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.
- 12.4 Subject to the provisions of clause 23.1 of this Agreement, a transfer from or a credit to your Account, will be processed on the date on which the transaction is effected.
- 12.5 We may subsequently adjust debits or credits to your Account so as to accurately reflect both your and our legal obligations.
- 13 Collateral**
- 13.1 The Collateral, as detailed in the "Collateral" clause of Part A, is governed by the specific conditions applicable to each item.
- 13.2 We have the right to ask you to provide us with additional collateral, within a reasonable period of time after our written request, to secure repayment of the Agreement if the value of any Collateral held by us to secure your obligations in terms of this Agreement is no longer adequate or in our reasonable opinion, your conduct on the Account increases our risk under the Account or any other amount owing to us in terms of any other agreement.
- 13.3 The Collateral may be realised in part or in full:
- 13.3.1 if you are subject to the NCA – and you give written notice to us to terminate this Agreement and request that we sell (realise) any Collateral held by us for your obligations in terms of this Agreement. We may realise the Collateral in accordance with the procedures of the NCA and credit your Account with the proceeds from the realisation of the Collateral. If the amount credited to your Account exceeds the Settlement Value prior to the realisation of the Collateral, and if there is another credit provider with a registered credit agreement in respect of the same Collateral, we are required by the NCA to pay the excess to the Tribunal; or
- 13.3.2 if you are not subject to the NCA – and you give written notice to us to terminate this Agreement and request that we sell (realise) any Collateral which is held by us for your obligations in terms of this Agreement. We may realise the Collateral and credit your Account with the proceeds from the realisation of the Collateral; and/or
- 13.3.3 if you are in default in terms of this Agreement and we exercise our rights in terms of this Agreement in accordance with the Default clause in this Part B; and/or
- 13.3.4 where a court has issued an attachment order in our favour.
- 13.4 If the proceeds realised exceed the amount owing by you, the excess will be paid to you, or to any Surety/Guarantor or mortgagor, whose supporting Collateral has been realised and has resulted in the receipt of excess funds.
- 13.5 Notwithstanding the Collateral held under this Agreement, we may share in any other collateral held by the Bank for any other obligation you may have with the Bank, in the event of default, breach or any other legal circumstance which may result in the Bank having to exercise its rights in terms of this Agreement.
- 13.6 Any further Collateral required by us in respect of this Agreement will not affect any other collateral that we may already hold or any rights that we may have in terms of this Agreement.
- 14 Costs, Fees and Charges**
- 14.1 We may charge and recover fees in respect of this Agreement provided that the amount of any fee charged and recovered does not exceed the legal maximum permissible amount.
- 14.2 Unless stated otherwise, the costs, fees and charges referred to in this Costs, fees and charges clause are inclusive of VAT. All costs, fees and charges in respect of this Agreement will be debited to the Account.
- 14.3 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.
- 14.4 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 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.
- 14.5 You must pay to us all applicable costs, fees and charges set out in this Costs, fees and charges clause together with the Principal Debt and interest on the Principal Debt as set out in this Agreement.
- 14.6 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, which accrue when you are in default, may not exceed the unpaid balance of the Principal Debt at the time the default occurs.
- 14.7 **We may immediately amend the pricing structure applicable to the Principal Debt if there is a change in law or the issue of a directive with which we must comply and/or market conditions resulting in an increasing cost to us. If we do so we may advise you accordingly.**
- 15 Legal Costs and Charges**
- 15.1 Default Administration Charges**
- 15.1.1 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 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.				provided that this new rate does not exceed the legal maximum permissible rate. We shall in such event have the right to increase or reduce the Payments, as the case may be, to such an amount as the Bank determines, so as to ensure that your indebtedness to the Bank is repaid within the term of this Agreement.
15.1.2	If you are in default of your Repayment obligations, you may at any time before cancellation of the Agreement by us, pay 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 reinstate this Agreement.	17	Termination of this agreement by you		
		17.1	You may terminate this Agreement and settle the amount owing to us at any time with or without advance notice to us. The amount required to settle this Agreement will be the total of:		
		17.1.1	the unpaid balance of the Principal Debt as at the Settlement Date;		
15.2	Collection Costs	17.1.2	unpaid interest and all other costs, fees and charges payable by you to us up to and until the Settlement Date; and		
15.2.1	We will charge you Collection Costs incurred by us in collecting any amount due and/or payable by you in terms of this Agreement.	17.1.3	if this Agreement is a large credit agreement as defined in the NCA, we may charge you an early termination charge in an amount equal to no more than the interest which would have been payable under this Agreement for a period equal to the difference between 3 (three) months and the period of notice of settlement, if any, given by you.		
15.2.2	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.	17.2	If you would like a Settlement Value, we will provide it to you orally or, in writing, within 5 (five) Business Days of your request to do so.		
16	Interest	17.3	If you did not enter into this Agreement at our registered business premises, and you elect to exercise your cooling off rights in terms of section 121 of the NCA, we will refund to you any payment made by you after you have delivered the notice of termination to us and after you have returned the Goods, less any reasonable costs, depreciation and rental as determined by us. You remain liable for any reasonable costs of having the Goods returned and restored to a saleable condition.		
16.1	The variable interest rate applicable to this Agreement, is linked to the Prime Interest Rate or the Official Rate (whichever is applicable), by a Margin related to the Prime Rate or the Official Rate (whichever is applicable) that is determined by us and has been disclosed in the "Variable interest rate" clause of Part A.	18	Warranties, Representations and Undertakings		
16.2	The interest rate applicable to this Agreement will change if the Prime Rate or the Official Rate (whichever is applicable) fluctuates, provided that the new rate does not exceed any 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.	18.1	You warrant and represent to us on the date on which you sign this Agreement and for the duration of this Agreement that:		
16.3	The interest rate quoted in Part A, to which these terms and conditions are attached, applies to you if you are staff. Should your employment with the Bank terminate for any reason, you will cease to qualify for the staff category interest rate and will fall within the non-staff category. In that event the interest rate will be amended to a rate that would be applicable to the non-staff category subject thereto that the rate does not exceed the maximum allowed in terms of the NCA.	18.1.1	Since applying to the Bank for this Agreement:		
16.4	Any amendment to the Prime Interest Rate will also result in an amendment to the amount reflected under the Total cost of this Agreement clause of Part A.	18.1.2	there has been no deterioration in your financial position;		
16.5	You may apply for a fixed interest rate by concluding a Fixed Interest Rate Option, however the granting of such a fixed interest rate will be at our discretion.	18.1.3	you have not applied for or taken up any additional credit;		
16.6	The interest payable by you is calculated on a daily basis on the outstanding capital balance and calculated on a 365-day year, irrespective of whether the relevant year is a leap year charged monthly in arrears and is due and payable on the Payment Due Date and debited to your Account.	18.1.4	you are not under debt counselling or subject to debt review, nor have you applied for debt review, as at the date of signature of this Agreement by you;		
16.7	We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.	18.1.5	you are not subject to any administration order referred to in section 74(1) of the Magistrate's Court Act or any business rescue order; and		
16.8	We may charge and recover interest on and in respect of any unpaid interest, insurance premiums, costs, fees and charges referred to in this Agreement from you, which interest will be charged at a rate not exceeding the highest interest rate applicable in terms of 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.	18.1.6	you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act 24 of 1936;		
16.9	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 maximum interest rate prescribed under the NCA for transactions of the nature contemplated in this Agreement.	18.1.7	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;		
16.10	If the Prime Interest Rate, the Official Rate or the maximum permissible NCA interest rate (whichever is applicable) increases or decreases, the rate of interest payable by you may also decrease or increase by the same number of percentage points	18.1.8	if applicable, you and any Collateral Provider, have advised us if there are any requirements in your/their Constitutional Documents, which amend any alterable provisions of the Companies Act, particularly relating to your entering into this Agreement, and if applicable your/their power to provide Collateral, and that you/they have taken all necessary steps, fulfilled all formalities and obtained all approvals required by your/their Constitutional Documents as well as the Companies Act;		
		18.1.9	all information that you provided to us in connection with this Agreement is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to us which, if disclosed, would adversely affect our decision to enter into this Agreement;		
		18.1.10	if applicable, you will advise us in writing of any change to your status as a VAT vendor and/or if your use of the Goods changes from private use to business use or vice versa;		
		18.1.11	you will ensure that you, at all times, comply with, if applicable, the formalities required in terms of your Constitutional Documents, as well as all legislation and regulations applicable to this Agreement and your business activities, including but not limited to, where applicable:		
		18.1.11.1	delivering on time to the Companies and Intellectual Property Commission, your annual returns together with payment of your		

	yearly fees, in respect of each financial year, in accordance with the provisions of the Companies Act or any other applicable laws; anti-money laundering and combatting the financing of terrorism regulations; and		Agreement, we may, subject to clauses 9.4.2 to 9.7, commence with further legal proceedings to enforce all of your remaining legal obligations under this Agreement. If we do not obtain possession of the Goods, the value of same will be nil.
18.1.11.2	all environmental laws and responsibilities; and/or		
18.1.11.3	all exchange control regulations, rulings and requirements	19.4	We may exercise our rights in terms of this "Default" clause and if you dispute our right to do so, you must continue the Repayments. Our acceptance of such amounts will not affect any of our rights in terms of this Agreement or in law.
18.1.11.4	applicable to this Agreement, from time to time.		
18.2	You must tell us immediately if you are placed under an administration order, placed 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.	19.5	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.
18.3	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.		
19	Default	19.6	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, we in any way know or suspect that your Account is being used fraudulently, negligently, for illegal or for any terrorist activities, or for any purpose that does not comply with the law or you are involved in any illegal or terrorist activities.
19.1	Default in terms of this Agreement will occur if:		
19.1.1	you fail to pay any amount payable to us under this Agreement on the Repayment Due Date;		
19.1.2	the Goods are lost damaged or destroyed as contemplated in clause 7.3;		
19.1.3	you fail to comply with legislation and/or regulations applicable to your activities, this Agreement and the Goods, including but not limited to any environmental laws and responsibilities, anti-money laundering and combatting the financing of terrorism regulations and/or where applicable any company laws; and/or	19.7	In these circumstances we may immediately terminate the Agreement, and call for immediate payment of all amounts owing by you to us. If we close, restrict activity or suspend access to your 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.
19.1.4	you breach any of the terms and conditions of this Agreement and you fail to remedy the breach within the time frame provided for in the written notice to do so;		
19.1.5	you publish a notice of the voluntary surrender of your estate or die, or are placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act 24 of 1936, and/or has any application or other proceedings brought against you, in terms of which you are sought to be sequestrated or placed under curatorship, whether provisionally or finally, whether voluntarily or compulsory;	19.8	You agree to us using any electronic means available to track and trace the Goods should you be in default under this Agreement.
19.1.6	you compromise or attempt to compromise with your creditors generally or defer payment of debts owing by you to your creditors;	20	Cession by the Bank
19.1.7	any representation, warranty or assurance made or given by you in connection with your application for this Agreement or any information and/or documentation supplied by you is, in our opinion, materially incorrect or false;	20.1	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.
19.1.8	you generally do or omit to do anything which may affect our rights in terms of this Agreement;	20.2	You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.
19.1.9	you fail to keep the Goods licenced and registered with the relevant authorities; and	21	Information sharing
19.1.10	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.	21.1	By entering into this Agreement you acknowledge and agree that we may provide any registered credit bureau with - details provided by you in this Agreement; and/or details of the conduct of your 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 applicable law.
19.2	If you are in default of this Agreement, we may give you written notice of such default, requesting you to rectify the default within 10 (ten) Business Days, and 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.	21.2	Based on their records, the credit bureaux may provide a Credit Record and/or a credit score on your credit worthiness 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.
19.3	If you fail to respond to us or reject our proposals set out in the written notice referred to 19.2, and/or you remain in default for 20 (twenty) Business Days after the date of the written notice referred to in 19.2, we may commence legal proceedings against you to:	21.3	We may provide details to the South African Fraud Prevention Services (SAFPS) of any conduct on your Account that gives us reasonable cause to suspect that the 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.
19.3.1	claim payment of all Repayments and any other amounts, whether due or not; provided, however, that if you do not make immediate payment we may, notwithstanding the election to claim immediate payment in terms of this sub-clause, claim the relief set out in 19.3.2 below;		
19.3.2	cancel this Agreement and claim return of the Goods. If we sell the Goods after having obtained an attachment order (i.e. the Goods are repossessed by us), and the net proceeds of the sale is insufficient to discharge all of your obligations in terms of this		

- 21.4 At the request of any Surety/Guarantor, 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 Account.
- 22 Addresses for notices**
- 22.1 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.
- 22.2 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 finance, or any address advised in terms of clause 22.3 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.
- 22.3 You must give us written notice to change your notice address, the address of the premises on which the Goods in respect of this Agreement are ordinarily kept, in the event of a sub-lease, the name and address of any other person to whom possession of the Goods has been transferred, postal address, telefax number or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice. 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.
- 22.4 Despite anything to the contrary set out in this Addresses for notices clause, a written notice or communication actually received by you will be an adequate written notice or communication to you even 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).
- 22.5 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).
- 23 General**
- 23.1 This Agreement 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.
- 23.2 You declare, warrant, represent and undertake to the Bank on the Signature Date hereof and on each date upon which this Agreement is in place, that:
- 23.2.1 you are not involved in any illegal or terrorist activities; and
- 23.2.2 none of your 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.
- 23.3 You hereby indemnify and hold the Bank and/or the Group harmless against any actions, proceedings, claims and/or demands that maybe brought against the Bank and/or the Group and all losses, damages, costs and expenses which the Bank may incur or sustain, in connection with or arising out of the breach of any warranties as set out in clause 23.2 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.
- 23.4 If your date for Repayment 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.
- 23.5 Where the value of the Goods must be determined for any purpose related to this Agreement, and in our opinion we are required to appoint an assessor/valuator, you authorise us**

to appoint an assessor/valuator of our choice. You agree and undertake to accept such assessment/valuation.

- 23.6 Save as provided for in clauses 14.3 and 14.4 above, any agreed changes to 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 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.**
- 23.7 Any translated version of this Agreement translated from this English version 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.
- 23.8 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.
- 23.9 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.
- 23.10 On application for insolvency proceedings any amounts outstanding under this Agreement will immediately become due, owing and payable to us.
- 23.11 A certificate 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.
- 23.12 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 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.
- 23.13 The contact details of the Credit Bureau, National Credit Regulator, National Consumer Commission, Tribunal and Banking Ombud are available at your request and are also available on our website.
- 23.14 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.
- 23.15 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.

- 23.16 You should contact us if you need further explanation of anything related to, or referred to in this Agreement. You may contact us at our Customer Contact Centre, email us at **vaf@standardbank.co.za** or speak to a consultant at any Standard Bank branch or at the Vehicle and Asset Finance call centre at **0860000 000**.
- 23.17 This Agreement constitutes the entire Agreement between the Parties in relation to the subject matter thereof. Each term of this Agreement is separate from the other. Neither Party shall be bound by any express, tacit or implied term, representation, warranty promise or the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.
- 24 Sanctions**
- 24.1 The Customer must not:
- 24.1.1 use the Account or any of the Customer's bank accounts with the Bank to finance any Sanctioned Entity;
- 24.1.2 make the proceeds of the Account or any of the Customer's bank accounts with the Bank available to any person who may use or intends to use the proceeds to finance a Sanctioned Entity's activities;
- 24.1.3 act in a way that benefits a Sanctioned Entity;
- 24.1.4 be involved in any Prohibited Activities; or
- 24.1.5 use any product or service provided by the Group (excluding Liberty Holdings Limited and its subsidiaries) for any Prohibited Activities.
- 24.2 You warrant that neither you, nor any other member of the Customer's Group are -
- 24.2.1 a Sanctioned Entity; or
- 24.2.2 being investigated for any activities relating to Sanctions.
- 24.3 The Customer must let us know immediately in writing if you or any other member of the Customer's Group are being investigated for any activities relating to Sanctions.
- 24.4 The Customer indemnifies the Bank against any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (**Losses**) which the Group (excluding Liberty Holdings Limited and its subsidiaries) may suffer because:
- 24.4.1 any funds are seized or withheld by any Sanctioning Body or any other third party (including by us); or
- 24.4.2 you breach this clause 24.
- 24.5 If the Bank know or suspects that you are in breach of this clause 24 or you or any other member of the Customer's Group are about to become subject to Sanctions, the Bank can immediately, in its sole discretion -
- 24.5.1 close, restrict activity or suspend access to the Account or any of your bank accounts with the Bank and any other product or service the Bank provides you; and/or
- 24.5.2 cancel this Agreement and/or any other relationship which the Bank has with you.
- 24.6 The Bank is not liable to you for any Losses you suffer if the Bank cancels this Agreement or any other relationship which the Bank has with you, for the reasons set out in this clause 24.

Supplier's name	OMODA FOURWAYS	Contact number	
Goods year of first registration	2024	Cash price	453800.01
Description of goods	CHERYOMODA C5 1.5T LUXURY S2024	Extras	12690.00
		Deposit	300,000.00
Contract period	60 months 1 monthly payments	Source of deposit	EFT
Estimated instalment	3802.73	Residual value	0,00
Will the goods be used for business purposes? N			
Full name	MISS DITLHARE KHARAMETSANE	Nationality	South Africa
Identity number	9407170322083		
Marital status	SINGLE	Home telephone number	+27 -820805245
Residential address	922 BURNET STREET, - RIVERSIDE VIEW FOURWAYS 2191	Cell phone number	+27 -820805245
		Email address	DEBBIEKHARAMETSANE@GMAIL.COM
Postal address	922 BURNET STREET RIVERSIDE VIEW FOURWAYS 2191		
Occupation	Worker	Gross Income / Salary	32284.98
Work phone number	0118099111	Source of salary	Salary / Wage Income
Name of employer	TOYOTA SA MOTORS	Own car allowance	0
Period at current employer	3 (Years) 3 (Months)	Address of employer	1740 GEORGIAN STREET BOKSBURG PARKHAVEN1459
Savings account: Bank	CAPITEC_BANK		
Account number	1453965139		
Are you in debt review	N		
Are you under administration order	N		
Are you under sequestration	N		
Nett Income / Salary	21 846,70		
Expenditure	7 392,00		
Other Information:	<hr/>		

I consent to the **Bank** making enquiries about my credit records with any credit reference agency and any other party to confirm the details of this application. I declare that to the best of my knowledge and belief, the particulars set out in this application are true and correct, and that no information which might effect the decision of the **Bank**, further to the additional details that I have recorded in the other information block above, has been withheld. I further consent to the **Bank** carrying out identity and fraud prevention checks and sharing information relating to this application through the SA Fraud Prevention Service.

Market consent

As part of our service Standard Bank of South Africa Limited would like to provide you with information on products and services offered by the group and other companies, which we believe may benefit you. Because we regard your personal information as confidential, we need your consent to share it with the group. The group means our affiliates, associates, subsidiaries and divisions together with our holding company.

I consent to

- Let us know whether you would like to receive marketing communication from us.
Note: Opting out of all marketing communication means that you will not always be kept up to date with our latest products and services or special offers. ☐ Yes ☒ No
- We may partner with third parties outside of the group in order to bring you exclusive offers and/or services that may benefit you. Are you happy for us to share your personal information with these third parties for this purpose? ☐ Yes ☒ No
- A member of the Group may wish to inform you of exclusive offers and/or services that may benefit you. Are you happy for us to share your personal information within our Group for this purpose? ☐ Yes ☒ No
- We would really like to get your feedback on our products and services. Let us know if you would like to be contacted for research purposes. ☐ Yes ☒ No
- May we contact you **telephonically** to offer you products and services that may benefit you? ☐ Yes ☒ No
- May we send you marketing **emails** to keep you up to date with our latest products and services? ☐ Yes ☒ No
- May we send you marketing **SMSs** to keep you up to date with our latest products and services? ☐ Yes ☒ No

Branch	040			Account number	0005736509
Customer details					
Name	MISS DITLHARE KHARAMETSANE			ID number	9407170322083
Date of birth					
Postal address	922 BURNET STREET, -RIVERSIDE VIEWFOURWAYS2191South Africa				
Residential address	922 BURNET STREET				
Home telephone number	+27 -820805245	Work telephone number	+27 -820805245	Occupation	
Goods details					
Year	2024	Description	CHERYOMODA C5 1.5T LUXURY S2024	Supplier	OMODA FOURWAYS
Registration number					
Chassis number	LVVDB21B6RD503180	Engine number	SQRE4T15CAQRD00758		
Value (including extras) R	0,00	Used for business purpose	N		
Comprehensive insurance details					
Insurer	Branch		Telephone number		
Broker	Branch		Telephone number		
<p>I/we confirm that the goods are insured in terms of the above insurance policy and agree to keep the goods comprehensively insured at all times. I/we will advise the Bank of any change in the insurance cover and understand that the Bank may monitor any changes to my/our insurance cover</p>					

Thank you for choosing Standard Bank. These are the general terms and conditions of your relationship with us. They apply to all banking products and services that we offer.

We want our interactions with you to be fair and transparent, so we've designed our agreements to be clear and understandable. If there's anything you'd like us to explain, please tell us. Pay special attention to the terms in bold as they show what we are not responsible for.

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- 4** Giving instructions to us
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- 7** Fees, charges, interest and taxes
- 8** When our responsibility is limited or excluded
- 9** Handing over rights and obligations (cession and assignment)
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- 11** Financial crimes and prohibited activities
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- 14** Closing an account, cancelling a product or ending the agreement
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- 17** Any relaxation does not affect our rights
- 18** Contact information for relevant Ombuds
- 19** South African law governs the agreement



1 Introducing the Agreement

1.1 Parties to the agreement

The agreement is between:

- a) You, our client. This is the person who applies for a *product* with us or in whose name a *product* is opened; and
- b) Us, The Standard Bank of South Africa Limited (registration number 1962/000738/06).

1.2 Documents that make up the agreement

The agreement is made up of the following documents:

- a) Your application to us for a *product*
- b) Any approval letter that we send to you
- c) These general terms and conditions, which apply to all *products* that you have with us
- d) The *product* terms and conditions for a specific *product*
- e) Any product-information documents for a specific product
- f) The most recent version at any time of the pricing guide on www.standardbank.co.za

1.3 Conflicts between terms and conditions

These General terms and conditions apply to all our *products*. If there is a difference between these General terms and conditions and any *product* terms, the *product* terms will apply in respect of the *product* only.

1.4 If you change your mind (cooling-off) – direct marketing sales only

If you applied for or bought a *product* after being contacted by direct marketers of Standard Bank, you have five *business days* from the date that the *product* was opened in your name to cancel the *product* and end this *agreement*. (We refer to this as a cooling-off period.) If you cancel the *product* or end the *agreement* in the cooling-off period, we will not charge fees.

1.5 Contact us with any questions

If you have any questions about your agreement with us, please contact our Voice Branch by:

- phone 0860 123 000; or
- email at information@standardbank.co.za.

If your question is about a specific *product*, please follow the process set out in the *product* terms and conditions.

2 Definitions and rules of interpretation

2.1 Definitions

The words below have the meanings set out next to them unless the context clearly indicates a different meaning. Defined words and expressions are in *italics* in these terms and conditions.

<i>applicable laws</i>	means all the following: <ul style="list-style-type: none"> • all national, provincial, local and municipal legislation or subordinate legislation, ordinances, regulations or by-laws; • all regulations, policies, directives, position papers, rules or other instructions of any relevant <i>regulatory authority</i>; and • the common law, judgment, order or decree.
<i>business day</i>	means any day of the week, except a Saturday, a Sunday and an official South African public holiday.
<i>products</i>	means the various banking and other products, services and facilities that we offer to our clients.
<i>regulatory authority</i>	means a person who has authority over you, us or the activities covered by the agreement, and includes: <ul style="list-style-type: none"> • any national, municipal, provincial, other local or administrative government, authority or department; • any agency, tribunal, commission, regulator, self-regulatory body or similar body (such as the South African Reserve Bank, the Information Regulator and the Payments Association of South Africa) and any other body authorised in its place.

2.2 Rules of interpretation

Reference to	Any reference to Standard Bank includes reference to our successors-in-title and assigns
Standard Bank Headings	Headings are aids to reading and understanding. They are not terms or conditions themselves. Headings do not limit or extend the meaning or application of the terms or conditions.
Singular and plural	Words in the singular include the plural. Words in the plural include the singular.
Including	The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.
May	The word 'may' expresses entitlement, not possibility.
Calculating days	Where a number of days is given, the days must be counted to exclude the first day and include the last day.
Reference to person/s	Where we refer to a person, we mean an individual person or a juristic person (for example, company, close corporation, trust, partnership) or both.
Reference to laws	When there is reference to an applicable law or to a section of an applicable law, we mean that applicable law or section of that applicable law as amended, repealed or replaced.

3 Doing business with you

3.1 Tell us about changes to your finances

You must write to us immediately if your financial circumstances change or could create the risk that you might not be able to pay back money that you owe to us.

3.2 We may check if you can afford to pay back credit

We need to know if you can afford any credit that we give to you. You must give us information about your finances at any time that we ask.

We may also:

- a) ask about your borrowing history from a credit reference agency. We do not need to ask for your permission to make these enquiries; and
- b) give credit reference agencies updates about your conduct relating to a *product*, including if you do not comply with any of these terms and conditions.

3.3 We may ask you to give us security for your debt

We may ask you to give us security or undertakings for amounts that you owe to us. For example, we may ask you to hand over (cede) your rights to the money in one or more of your *products* to ensure that you can repay amounts that you owe to us. (This type of security arrangement is known as a 'cession in security'.)

3.4 We may use a positive balance in one account to settle a negative balance (set-off)

If you do not repay money that you owe to us by its due date in one account, we may use money from any of your accounts to pay off the debt if the law allows it. This is known as 'set-off.'

We will let you know if we apply set-off to any of your *products*. Your statements for the relevant *products* will show the set-off. Before we apply set-off, we may put any of your money on hold while we discuss the matter with you.

4 Giving instructions to us

4.1 Beware: email and phone instructions can be intercepted

You can ask us to accept instructions from you by phone or email. If you do this, we will ask you to sign an indemnity form because using your phone and email is not as safe as using the Mobile App, online banking, or going into a branch. This means that we may receive instructions that appear to be from you but that you did not authorise (for example, another person or an automated device may intercept your email or phone communication and change it without you knowing).

We act on all instructions that appear to come from you. You must make sure that we receive instructions that you give by phone or by email.

4.2 We may decline an instruction

We may decline to process your instruction if:

- a) We think the instruction is unclear, conflicting, incorrect, incomplete or unauthorised;
- b) Processing the instruction would or might cause us to breach our policies or any *applicable laws*;
- c) You fail to comply with our reasonable requests for information, documents or authorisations;
- d) Processing it may result in an unauthorised credit; or
- e) We have a valid reason for doing so.

If we cannot process your instruction, we will notify you as soon as we can.

4.3 We may delay or suspend a transaction

We may delay or suspend paying a transaction amount if:

- a) the amount is above our risk detection parameters; or
- b) we believe that the transaction, or the batch it is in, is invalid, linked to any prohibited activities or may harm someone.

(*Risk detection parameters* are measures that we use to help us to categorise, evaluate and prioritise risks. They are confidential to us.)

We are not responsible to you for any losses you may suffer if we take any action under this clause.

4.4 Stopping, reversing or cancelling a transaction

We will try to stop, reverse or cancel a transaction when you ask us to but we are not responsible if we cannot do so. You agree to pay us for any costs we may incur in trying to stop, reverse or cancel a transaction.

5 Promises that you give to us (warranties)

To warrant something means to promise that it is true. The other party can then treat the information as true when doing business with you. If it is not true, the other party may have a claim against you for losses that they might suffer.

5.1 If you are an individual

If you are an individual, you warrant that:

- a) All information that you have given to us is correct and complete.
- b) You comply with all *applicable laws*.
- c) You are not in default of any of your obligations under any other agreement.
- d) You are not a sanctioned entity as defined in section 12 below;
- e) You are not being investigated for any activities relating to sanctions (as defined in section 12 below).
- f) If you are being investigated for any activities relating to sanctions, you will tell us immediately in writing.

5.2 If you are conducting a business

If you are conducting a business, you warrant that:

- a) All information that you have given to us is correct and complete.
- b) You comply with all *applicable laws*.

- c) You are not in default of any of your obligations under any other agreement.
- d) You have the authority to enter into this agreement and to perform your obligations under it.
- e) You conduct business with highest duties of confidentiality, security and reputational conduct.
- f) You have obtained and will maintain all consents, registrations, filings, certificates, licences, approvals, permits and insurances that you are required to have.
- g) You are not a *sanctioned entity* (as defined in [section 12](#) below);
- h) You are not being investigated for any activities relating to sanctions (as defined in [section 12](#) below).
- i) If you are being investigated for any activities relating to sanctions, you will tell us immediately in writing.

5.3 Consequences of breaking your promises (individuals and businesses)

- a) If we know or suspect that you have broken any of your warranties in this clause or that sanctions may be imposed on you, we may immediately do either or both of the following:
 - cancel or stop access to any *products* that we provide to you;
 - cancel this agreement and any other relationship we have with you.
- b) **We are not responsible to you for any loss you suffer if we cancel this *agreement* because you broke your warranties or *sanctions* were imposed on you.**
- c) You must pay us for any *loss* that we incur because:
 - you broke any of these warranties;
 - a sanctioning body seizes, withholds or blocks money.

The definition of loss for this clause

Loss means an amount or amounts that we are legally responsible for or pay in any form. Amounts include, for example, judgments, settlements, penalties, fines, damages, injunctive relief, expenses for defending against a claim for a loss (including legal fees for attorneys, advocates, expert witnesses, and other advisors). *Loss* includes incidental, direct, and consequential damages.

6 Protecting your personal information

- 6.1 We understand that your personal information is important to you. By using our *products*, you acknowledge that your personal information will be processed by us and third parties (if necessary) according to our [Privacy Statement](#), which is in line with all *applicable laws* on protecting and processing personal information.
- 6.2 It is your responsibility to read and understand the contents of the Privacy Statement which is available on our website at www.standardbank.co.za/privacy or you can ask us to email it to you.
- 6.3 We will maintain the confidentiality of your personal information and we will implement security safeguards to secure your personal information as set out in the Privacy Statement.
- 6.4 Our Privacy Statement is an important part of these terms and includes what personal information is; what information we process; how we process your information; where we collect your information; who we share your information with; your rights as a data subject and the complaints contact details of both Standard Bank and the *regulatory authority*.

7 Fees, charges, interest and taxes

7.1 Refer to the online pricing guide for fees and charges

You must pay the fees and other charges that apply to your *products*. The fees and charges that apply are in the pricing guide on www.standardbank.co.za unless:

- a) We agree different fees with you; or
- b) The product terms specify different fees.

We review our fees and charges regularly and publish a new pricing guide which is valid from 1 January to 31 December each year. If there is a change to our fees, interest or other charges during the year, we will let you know in good time before the changes applies. Other charges include taxes, duties and penalties.

7.2 You must pay the costs for recovering money from you

You must pay the costs that we incur to recover outstanding amounts under this agreement, including:

- a) our reasonable costs and charges for collections and recoveries, such as collection commission, tracing fees, and default administration charges; and
- b) the actual legal costs and fees that our attorneys charge us (called the attorney and own client scale).

7.3 We pay interest only where we specify it

We pay interest only on *products* where interest is specified as a feature of that specific *product*. All interest rates quoted on a *product* are per annum. If our *product* terms and conditions allow, we may change the interest rates we pay to you. Any changes will apply immediately.

7.4 We don't give tax or legal advice

We don't give tax or legal advice as part of this agreement. To understand the tax implications of any *product*, or for any other tax or legal advice, you should contact your tax practitioner or a lawyer.

8 When our responsibility is limited or excluded

We, and any third party that we are accountable for, are not responsible for any loss resulting from:

- a) **Our closing, suspending access to or restricting activity on any of your *products* or accounts.**
- b) **Our complying with any *applicable laws*.**
- c) **Any circumstances beyond our control, for example:**

- d) **Malfunction of any of our equipment, terminals, ATMs, and systems**
- e) **Power cuts, service interruption and outages that affect your access to a *product*;**
- f) **Unusually severe weather, earthquake, hurricane, flood, fire;**
- g) **Epidemic, pandemic;**
- h) **Labour action such as strikes, marches and protests;**
- i) **Riots, looting, civil commotion or unrest;**
- j) **Any unlawful activity by a third party**
- k) **Any restriction imposed or other action taken by a *sanctioning body* or a *regulatory authority***

Loss includes claims in contract, delict or statute for direct, indirect, punitive; consequential or special damages, including loss of profit.

9 Handing over rights and obligations (cession and assignment)

9.1 You must first get our consent in writing

You may not hand over (cede) your rights or delegate (assign) your obligations under this agreement to another person without first obtaining our consent in writing. (The person that you cede rights or assign obligations to is referred to as a 'cessionary' and 'assignee' respectively.)

We alone may decide to grant or withhold our consent to a cession or assignment. If we give our consent, we may update this agreement to include extra rights for us or to impose extra obligations on the cessionary or assignee (as relevant). You agree to help us to negotiate changes with that cessionary or assignee if we consider it necessary.

9.2 We don't need your consent to hand over rights or obligations

You agree that we may handover (cede) any or all of our rights or assign any or all of our obligations under this agreement to any other person. We do not have to inform you of any cession or assignment unless the law requires us to do so.

The cessionary or assignee (as relevant) has the right to exercise all the rights and obligations that we have under this agreement, including the right to process your personal information.

10 You must comply with all *applicable laws*

The Financial Intelligence Centre Act 38 of 2001 (FICA) requires us to have specific up-to-date information about you and any people or entities related or associated to you. This is for your and our protection against money laundering, terrorist financing and other illegal activities involving money. We will ask you for that information when you apply for a *product* and at other times during our relationship with you. We may check that information for accuracy and completeness.

If you do not give us the information or documents we ask for, we may:

- a) refuse your application, or
- b) immediately close any *product* that you have with us.

If we suspect that a *product* no longer complies with FICA, we may suspend it until it complies.

11 Financial crimes and prohibited activities

11.1 Preventing financial crimes

We are committed to conducting our business with integrity. We respect our legal, regulatory, social and ethical responsibilities to:

- a) protect our customers against financial crimes; and
- b) the regulators and law enforcement to combat financial crimes, such as money laundering, financing terrorism, tax evasion, bribery and fraud.

11.2 You must not engage in prohibited activities You must not engage in any *prohibited activities* or use any of your accounts with us or this *agreement* for any *prohibited activities*. *Prohibited activities* include:

- a) Any activities that do not comply with *applicable laws*;
- b) Illegal or terrorist activities, or the financing of these activities;
- c) Financial crimes, including money laundering, bribery, tax evasion, corruption or fraud, including a payment that improperly advantages any person;
- d) Any activities that sanctions apply to.

You warrant to us on the date that you sign this document and on every day that this agreement is in place that:

- **you are not involved in any illegal or terrorist activities; and**
- **none of your accounts with us are being used for any prohibited activities referred to above.**

11.3 Consequences of breaking your warranty If you breach your warranty:

- a) You agree to pay us for any *loss* that we suffer as a result of your breach of; and
- b) You agree to pay the Group for any *loss* that it incurs caused by your breach; and
- c) You agree to pay immediately on demand by either or both of us and the Group.

This clause provides a benefit for the Group, which is not a direct party to this Agreement. The Group may accept the benefit at any time and in any manner allowed by law.

11.4 We may investigate suspected prohibited activities

We may conduct identity and fraud checks on you. We may share information about your application for and conduct on any *product* with any of the following:

- a) Any *regulatory authority*
- b) The South African Banking Risk Information Centre (SABRIC)
- c) The South African Fraud Prevention Service (SAFPS)

- d) Any person involved in fraud prevention or law enforcement
- e) Affected third parties.

You must help us, at your expense, to investigate any *prohibited activities*, including giving us all information we ask for relating to the prohibited activities. If we suspect or find any prohibited activities, you give consent for us to share the relevant details with any person listed above.

11.5 We may suspend your access to the product and your accounts

If we suspect that an account or a *product* has or is being used for, or is linked to any prohibited activities, we will take immediate action. We do not have to give you notice of the action we will take. We may:

- a) Restrict activity on the relevant account or *product* so that you cannot transact through it.
- b) Suspend access to any one or more of your accounts, *products* or your money.
- c) Secure the money related to the prohibited activities and transfer it into a suspense account.
- d) We may take any one or more of these actions for as long as is necessary to protect our rights and those of any affected third parties.

12 Sanctions and sanctioned entities

12.1 Definitions for this section

Sanctions	means measures imposed or restrictions set by a sanctioning body, including diplomatic, travel, trade or financial sanctions or embargoes.
Sanctioning body	means any sanctioning regime that we recognise, including: <ul style="list-style-type: none"> • the United Nations; • the European Union; • the Council of Europe (founded under the Treaty of London, 1946); • the Government of the United States of America, • the Office of Foreign Assets Control of the US Department of Treasury, • the US Department of Commerce, • the US State Departments or the US Department of Treasury, • the Government of the United Kingdom and Her Majesty's Treasury; • the Government of the Republic of France and French Ministry of Finance.
A sanctioned entity	<p>You must not use or make available any <i>product</i> to help or benefit a <i>sanctioned entity</i>. A <i>sanctioned entity</i> is an individual, organisation or country to which sanctions apply or that is listed on a list published by a sanctioning body (sanctions list), including all the following:</p> <ul style="list-style-type: none"> • A country that is on a sanctions list, its ministries, departments and agencies and any other governmental organisations. • Any person who owns or controls a juristic person (for example, a company, trust or organisation) that is on the sanctions list. • Any person who is owned by or controlled by a juristic person that is on the sanctions list. <p>In this context: 'owns' means holding any percentage of ownership or beneficial interest; and 'controls' means the ability to control the business or policy of the juristic person, whether directly or indirectly, through the voting of shares, by appointing directors or by any other means).</p>
Sanction list	means any list of <i>sanctioned entities</i> published by a <i>sanctioning body</i> , as updated from time to time.

12.2 You warrant that you are not a *sanctioned entity*

You warrant to us on the date that you sign this document **and** on every day that you are our client that you are not a *sanctioned entity* or being investigated for any activities relating to *sanctions*.

12.3 You must not engage with *sanctioned entities*

You may not:

- a) use your loan account or current account or any accounts that you have with us to finance a sanctioned entity;
- b) use the money that is in any of your accounts or that is available to you any agreement that you have with us:
 - in a country that is subject to any sanctions;
 - to finance the activities of a sanctioned person or sanctioned entity;
 - for another person or organisation that intends to use the money to finance the activities of a sanctioned person or sanctioned entity;
- c) act in any way that helps or benefits a sanctioned entity.

12.4 Consequences of breaching your warranty

- a) You agree to pay us for any *loss* that we suffer as a result of your breach of this warranty; and
- b) You agree to pay the Group for any *loss* that it incurs caused by your breach of this warranty; and
- c) You agree to pay immediately on demand by either or both of us and the Group.

This clause provides a benefit for the Group, which is not a direct party to this *agreement*. The Group may accept the benefit at any time and in any manner allowed by law.

13 We may change the terms of the agreement

Where the *applicable laws* allow, we may change the terms and conditions of this agreement. We will tell you about the changes, through our website, your *product*, our mobile app, by SMS, email or any other form of communication that we may use. If the change would have a significant effect on you, we will let you know at least 20 *business days* before the change comes into effect.

If you don't agree to the changes, you must stop using the *product* before change happens. You will then have limited access to your *product*. You can contact us to discuss a more suitable *product* for your needs.

You may not change any of the terms of the agreement or any part of it. If you continue to use the *product* after we change the terms of the agreement or any part of it, we treat it as if you have accepted the change.

14 Closing an account, cancelling a *product* or ending the agreement

14.1 If you want to close an account, cancel a *product* or end your relationship with us

a) Give us notice in writing

If you decide to close an account or cancel a *product* or end your relationship with us, you must give us notice before you do it. Check the relevant *product* terms and conditions for the amount of time the notice must be. If the *product* terms and conditions do not give a specific time, then you must give us five *business days'* notice.

You can do this by:

- contacting your relationship manager or banker; or
- going into a branch; or
- call our voice branch (the details are set out below); or
- through any of our digital channels, such as our website or mobile app.

We will start the process to close the account, cancel the *product* or terminate the relationship with you once we receive the notice. We will communicate with you where necessary during this process, including if we are unable to do this. We will notify you once your account has been closed or a *product* has been cancelled. You must not assume your account has been closed or a *product* has been cancelled until we confirm this.

b) Give us documents that we require

We may also require proof of your identity and, if you are a business, a formal resolution from the business.

c) Your FICA information must be up to date

We must be able to verify your FICA information before you can withdraw money from your account or any other *product* you have or before we need to pay you any money that we owe you.

To end the relationship, you must close all your accounts

If you want to end your relationship with us, all your accounts or *products* with us must be closed or cancelled.

14.2 If we want to close an account, cancel a *product* or end our relationship with you

a) We will give you notice and reasons in writing

We may close any account, cancel any *product* or terminate our relationship with you, by giving you reasonable prior notice in writing, using the last contact details we have on record. The reasons we give you for any actions we take will be in our sole discretion and may include:

- We are compelled to do so by *applicable laws*, by a *regulatory authority* or we have the right to do so as agreed with you contractually;
- You are in breach of *applicable laws* or you have not remedied a default under any terms and conditions that apply to you;
- Your conduct or the conduct of any person you are related to does not align to Standard Bank's values, or a continued relationship with you may expose the bank to perceived reputational or operational risks. This includes inappropriate behaviour towards our staff;
- We know or reasonably suspect that you are engaging in *prohibited activities*;
- You give us false or misleading information or you don't give us all the information we need from you to comply with *applicable laws*;
- We write to you to let you know that you are no longer using an account or *product* and after giving you a reasonable opportunity to start using the account or *product* again, you fail to do so;
- You no longer qualify for an account or *product* according to Standard Bank's specifications and the applicable terms and conditions.

If we intend to close your account or terminate our relationship with you, we will communicate with you, where necessary during this process and we may allow you an opportunity to make representations before we do so. We will consider all representations made, but we retain the right to make the final decision. If we request you to do so, you must pay us all amounts you owe us by the date in the notice.

b) When we will not give you reasons

We may in certain circumstances exercise our right to close or cancel any of your accounts or *products* or end our relationship with you immediately without giving you reasons. The circumstances include:

- We believe or have a reasonable suspicion that a *product* is being used for any prohibited activities;
- We believe or have a reasonable suspicion that your operation of any *product* directly or indirectly benefits a *sanctioned entity*;
- We are notified that you are a *sanctioned entity*;
- We must do so in terms of *applicable laws*.

15 Default, resolving disputes and legal proceedings

15.1 A manager's certificate is proof of facts

A certificate signed by one of our managers that sets out the amount that you owe to us, the rates of interest that apply, and any other fact relating to this agreement, is enough proof of those facts unless you can prove otherwise (*prima facie* proof).

We do not need to prove the authority, qualification or appointment of the manager who signs the certificate.

15.2 If you default under this agreement

If you default on any of your obligations under this agreement and don't fix the default after we have given you notice to do so, we may take whatever steps we can in law. If your agreement with us falls under the National Credit Act, we will follow the process set out below:

We will tell you about the default in writing

We will send you a letter to tell you about the default and either ask you to:

- a) fix the default by a date we give;
- b) refer the letter to a debt counsellor, dispute resolution agent, consumer court or relevant ombud.

For each default letter that we send to you, we are allowed to charge you:

- a) fees (called default administration fees); and
- b) reasonable and necessary expenses that we incur in delivering the letter to you.

If you have applied for debt review

If you have applied for debt review with a debt counsellor, we may give you notice in writing to end your debt review if 60 days have passed since your application.

15.3 We may charge recovery costs

If we have to enforce our right to recover the amount you owe us, we will charge you collection costs and reasonable legal costs as allowed by the *applicable laws*.

15.4 Addresses where you and we agree to be served notices and processes (domicilia)

Any legal document or notice to be served in legal proceedings must be written on paper and served at our respective street addresses. The Electronic Communications and Transactions Act 25 of 2002 does not apply to these documents or notices.

a) Your notice address

You choose the address that you gave on your application form for a *product* as your notice address for legal notices and processes (for example, a summons). (This is also known in law as your *domicilium citandi et executandi*).

b) Our notice address

We choose the following address as our notice address:

5 Simmonds Street

Johannesburg

2001

South Africa

Attention: Head: Legal, SA

You or we may change our notice address by giving the other party notice in writing. Any new notice address must be a physical address in South Africa.

15.5 Time periods for notices, including legal notices

Any notice delivered under the agreement and these terms and conditions is treated as being received:

- a) on the date of delivery, if delivered by hand to the physical address;
- b) seven days after the date of posting if delivered by pre-paid registered post;
- c) the first *business day* after the date of delivery if delivered by a recognised courier service;
- d) on the first *business day* after sending a fax.

16 Each term is separate

Each provision of this *agreement* is separate. If a court or regulator finds that any term or condition is invalid, illegal or cannot be enforced, then removing that term or condition from this agreement does not affect the provisions that remain.

17 Any relaxation does not affect our rights

We may relax any of the terms and conditions of this *agreement* at any time and for any reason. However, any relaxation that we do extend does not create an ongoing obligation for us to comply with it.

18 Contact information for relevant Ombuds

If you have a concern relating to this agreement, and we have not been able to resolve it to your satisfaction, you may contact an industry ombuds or authorities, such as:

- a) **the Ombud for Banking Services** through the website at www.obssa.co.za, by telephone at (011) 838 0035, by fax at (011) 838 0043 or by email at info@obssa.co.za.
- b) **the Ombud for the Financial Advisory and Intermediary Services Act** through the website at www.faisombud.co.za, by telephone at (012) 762 5000, by fax at (012) 348 3447 or by email at info@faisombud.co.za.
- c) **the Financial Sector Conduct Authority** through the website at www.fsca.co.za, by telephone at (012) 428 8000, by fax at (012) 346 6941 or by email at info@fsca.co.za.

d) Dispute resolution agent, the consumer court, the National Credit Regulator or National Consumer Commission.

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South African law governs the agreement

The laws of the Republic of South Africa govern this *agreement*. The courts of South Africa have sole jurisdiction (the authority to hear and decide disputes).



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The signatories in this document have been authenticated by independent means acceptable to the receiving party.

The following person(s) fulfilled one or more authentication requirements:

Identified by:

- the question: 'What is your ID Number'
- the 6 character length One-Time-Pin sent to: '+27820805245'

DITLHARE DEBBIE KHARAMETSANE

Authorised by:

- the 6 character length One-Time-Pin sent to: '+27820805245'

For audit and security purposes, Verigram Ltd. retains the following data pertaining to this transaction: text message trace ID's, signatory particulars, source IP addresses, and date timestamps of actions performed. All data retained is subject to availability. This data is available upon request. Scan the QR code above to verify this transaction with Verigram online.