

Dear Sir/Madam

RE: documents for electronic signature

We enclose herewith documents to be completed by you collectively hereinafter referred to as the **Agreements**, in favour of The Standard Bank of South Africa Limited (**SBSA** or the **Bank**) subject to the following terms and conditions.

Important clauses, which may limit our responsibility; place an obligation on you to indemnify us; involve and acknowledgment of any fact; or involve some risk for you, will be in bold and italics or highlighted. You must pay special attention to these clauses

1. HOW TO ACCEPT

- 1.1 As a duly authorised member/director/trustee (as applicable) you will receive an email containing a link to your Agreements with the Bank.
- 1.2 Please open the link and read the contents of the Agreements. If you accept the terms and conditions of the agreement, please electronically sign each Agreement.
- 1.3 We must receive your signed agreement within 10 days of the date of the email sent to you, failure of which will mean that you will be required to submit a new application.
- 1.4 Once all the signatories have signed, a signed copy of the documents will be automatically emailed back to all parties.
- 1.5 You will receive an email confirmation from your relationship manager confirming that the documentation has been received, reviewed by the Bank, has been found acceptable by the Bank.

2. DIGITAL IDENTITY

You are and remain responsible for ensuring that you maintain the confidentiality and/or protection from compromise of any personal identification number and/or digital identity that may be issued to use and used, amongst other things, to authenticate you, and you shall be fully responsible for all activities when the personal identification number or digital identity (as applicable) is used with or without your knowledge.

3. GENERAL TERMS AND ACCEPTANCE

- 3.1 ***By signing the Agreement(s) each member / director / trustee / partner (as applicable) confirms that:-***
 - 3.1.1 ***they understand their rights and obligations, and risks and costs of the Agreement(s);***
 - 3.1.2 ***they have each been free to secure independent advice in respect of the content of the Agreement(s); and***
 - 3.1.3 ***you, and each and the legal entity you represent agree to be contractually bound to the terms and conditions that appear in the documents emailed to you under cover of this communication.***
 - 3.1.4 ***each of the members / directors / trustees / partner who sign the Agreement(s) have the necessary authority and capacity to enter into the Agreement(s).***
- 3.2 ***You, and the legal entity you represent (if applicable), shall be bound by all instructions transmitted by you or someone purporting/pretending to be you to the Bank by facsimile transceiver or by means of an e-mail message or any other electronic or telephonic instruction, and hereby waive any right you may have or obtain against the Bank arising directly or indirectly from any losses or damages which you may suffer as a result of the Bank acting on any purported faxed or e-mailed instruction. You further indemnify the Bank in respect of any claims, demands or actions made against the Bank or losses or damages suffered by the Bank as a result of the Bank acting on the said faxed or e-mailed instruction.***

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- 3.3 ***Notwithstanding the exclusion regarding electronic contracting in the email disclaimer and confidentiality note at the foot of this letter, the Agreement(s) may be executed in any number of counterparts, by facsimile, email, pdf or otherwise, and this has the same effect as if the signatures on the counterparts were on a single copy (or original, as the case may be) of that Agreement(s).***
4. ***You, and the legal entity you represent (if applicable) irrevocably and unconditional undertake in favour of the Bank to: cooperate with the Bank as required and promptly take on such action as the Bank may require in order to exercise, maintain, perfect or protect and enforce the Bank's rights including but limited to:-***
- 4.1 ***executing in favour of and delivering to the Bank such further additional documentation if so requested;***
- 4.2 ***giving all notices, orders and/or directions which the Bank may require, failure of which will constitute an event of default under the documentation concluded by you in your personal capacity and as the duly authorised representative of the legal entity (as the case may be).***
5. **DATA PROCESSING**
- 5.1 **We may contact any credit bureau, as well as the South African Fraud prevention service, to get and share information about your credit and payment history on your business and personal profile.**
- 5.2 **You consent to Standard Bank processing your personal information where lawful and reasonable in order to provide you with the product/service - this may include using your personal information for credit, fraud and compliance purposes.**

The Standard Bank email disclaimer and confidentiality note

This email, its attachments and any rights attaching hereto are, unless the context clearly indicates otherwise, the property of Standard Bank Group Limited and/or its subsidiaries ("the Group") and are confidential, private and intended for the addressee only.

Should you not be the addressee and receive this email by mistake, kindly notify the sender and delete it immediately. Do not disclose or use the email in any manner whatsoever.

Views and opinions expressed in this email are those of the sender unless clearly stated as those of the Group.

The Group accepts no liability whatsoever for any loss or damages, howsoever incurred or suffered as a result of the use of this email or its attachments. The Group does not warrant the integrity of this email nor does it warrant that it is free of errors, viruses, interception or interference.

Save as set out in clause 3.3 above, the Group expressly excludes and contracts outside of sections 11, 12 and 13 of the Electronic Communications and Transactions Act, 25 of 2002, in so far as it provides for and relates to electronic contracting, and no data message or electronic communication from the Group will be recognised under any circumstances as having any legal contractual status as provided for under the aforementioned provisions, unless the Group expressly states so.

The Group will never send you any email or other communication asking you to update or provide confidential information about you or your account. If you have any doubts about the legitimacy of this email or any other email you receive claiming to be from Standard Bank, please forward it to phishing@standardbank.co.za.

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Hierdie vorm is ook in Afrikaans beskikbaar, Vorm nommer 00141147.

Revised Additional Branch MENLYN CST

Date (YYYY-MM-DD) 2024-10-30

Section A - Account details

Registered name DOORNRANDJE AND LAEZONIA COMMUNITY SAFETY SECTOR SUB-FORUM

Name of account MYMOBIZ CURRENT ACCOUNT

Registration number UNKNOWN

Account number 1 0 1 8 3 8 8 6 7 2 9

Account number

Account number

Account number

The following signing arrangements will come into force on date (YYYY-MM-DD) 2024-10-30

and will be effective until (date or cancelled) (YYYY-MM-DD)

Section B - Signing Arrangements (Please ensure that all authorised signatories' details are included under Section E)

As indicated in **Section E** of this document by means of a **Y** or **Yes** under column "**Signatory to the account**", we confirm that the instruction to sign is:

(For example any two to sign jointly, any one to sign alone when generally operating the Account(s))

ANYONE TO SIGN ALONE

and that the Bank is, subject to the signing arrangement, authorised to:

- a** increase or decrease any limits on the Card(s) linked to this Account(s), including but not limited to electronic Account payment limits, and daily and monthly cash ATM withdrawal limits, (subject to the available balance on the Account(s));
- b** issue replacement Card(s) linked to the Account(s); and
- c** issue chequebooks; bank statements and bank reports; stop payments; and certificates/advices of Account balances on the instruction of any one signatory.
- d** apply for chequebooks; bank statements and bank reports; stop payments; and certificates/advices of Account balances which will be delivered to the address the signatories choose; and
- e** apply for the issue and/or endorsement of any instrument (e.g. guarantees, avalised bills of exchange, letters of credit) on behalf of the Business and authorise that any indebtedness of the Business to the Bank resulting from the issue/endorsement of such instruments may be debited to the Account or any other accounts held by the Business with the Bank from time to time, irrespective of any limits in respect of such accounts or the customer or the balance from time to time, on such accounts;
- f** fill in the necessary marketing consent clauses;
- g** to provide the Bank with the Fax and Email Indemnity where required;
- h** provide the Bank with such instructions, from time to time, as may be required in order to effect any transaction on the Account(s);
- i** appoint new authorised persons, from time to time, which will be notified to the Bank in writing, before the appointment commences;
- j** close the Account(s) where applicable; and
- k** appoint new authorised persons, from time to time, which will be notified to the Bank in writing, before the appointment commences.

This authority will remain in full force and effect until cancelled in writing by me/us.
I/we understand and accept the risks associated with the above clauses.

Section C - Resolution

At a meeting of the Directors/Members/Trustees/Committee or Partners of (account holders)

DOORNRANDJE AND LAEZONIA COMMUNITY SAFETY SECTOR SUB-FORUM

held at (place) PRETORIA

on date (YYYY-MM-DD) 2024-10-30

it was resolved that the persons specified in **Section E** of this document are authorised in terms of this resolution to act as signatories in respect of the aforesaid Account(s) in accordance with the instructions in **Section B**.

The Bank is, subject to the signing arrangement, authorised to:

- a** increase and/or decrease any limits on the Card(s) linked to this Account(s), including but not limited to electronic Account payment limits and daily and monthly cash ATM withdrawal limits, (subject to the available balance on the Account(s));
- b** issue replacement Card(s) linked to this Account(s); and
- c** issue chequebooks; bank statements and bank reports; stop payments; and certificates/advices of Account balances on the instruction of any one signatory.
- d** apply for chequebooks, bank statements and bank reports; stop payments; and certificates/advices of Account balances on the instruction of any one signatory, which may be delivered to the address the signatories choose;
- e** apply for the issue and/or endorsement of any instrument (e.g. guarantees, avalised bills of exchange, letters of credit) on behalf of the Business and authorise that any indebtedness of the Business to the Bank resulting from the issue/endorsement of such instruments may be debited to the Account or any other accounts held by the Business with the Bank from time to time, irrespective of any limits in respect of such accounts or the customer or the balance from time to time, on such accounts;
- f** fill in the necessary marketing consent clauses;
- g** to provide the Bank with the Fax and Email Indemnity where required.
- h** provide the Bank with such instructions, from time to time, as may be required in order to effect any transaction on the Account(s);
- i** close the Business Account(s) where applicable;
- j** appoint new authorised persons, from time to time, which will be notified to the Bank in writing, before the appointment commences; and
- k** take all such steps and do all such things as may be necessary to give effect to the provision of the resolutions contained herein.

This authority will remain in full force and effect until cancelled in writing by me/us. **I/we understand and accept the risks associated with the above clauses. The Bank is requested and authorised at its own discretion to allow the Company/Closed Corporation/Trust/Body Corporate/Partnership/Informal Body banking credit facilities from time to time.**

I/we are applying for and may apply again in future for an account/loan/facility with the Bank.

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Section D - Confirmation of amendments to Body Corporate and Informal Body signing arrangements

Where there is a complete change of signatories on Body Corporate and Informal Body Accounts, two outgoing signatories must confirm the new signing arrangements. Where this is not possible, the branch must take steps to ensure that instructions to amend signing arrangements originate from a legitimate source.

Name	Signature

Section E - Affiliated parties

Natural persons

These are individuals who are the authorised signatories, agents, secondary cardholders, guardians of minors, members of close corporations, partners of a partnership including silent partners, persons who exercise executive control in a partnership, directors of companies, including all directors authorised to act on behalf of the company, shareholders of companies with 10% or more of the voting rights, trustees of a trust, beneficiaries of a trust, founders of a trust, manager of affairs of a foreign company based in the Republic, principal executive officer of domestic companies.

Credit Consent

I/we as shown in section E of this document, consent to the Bank making enquiries about my/our credit record with any credit reference agency and any other party to confirm any or all of the information provided by me/us. I/we further consent to the Bank carrying out identity and fraud prevention checks and sharing information relating to this application through the South African Fraud Prevention Service.

Code of Banking Practice (COBP)

Confirmation by applicant
I/we acknowledge receipt of the "Basic Guide to Banking" brochure and I/we agree to read and ensure that I/we understand it.

Record details of affiliated parties - Only new signatories or affiliated parties need to sign.

Full names	Identity/Passport number	Country of issue of passport/nationality	Residential address	Residential/Cell telephone number	Capacity	Signature	Signatory on account (Yes/No)
1 LEANDRE PRINSLOO		SOUTH AFRICA	ET	0603871158	CHAIRPERSON		Yes
2 GAILLEE TIMMER		SOUTH AFRICA	JARY RD LAEZONIA TH AFRICA 0157	0832372744	TREASURER		Yes
3 GARY DAVID WATKINS		SOUTH AFRICA	LAEZONIA PRETORIA SOUTH	0824167712	SECRETARY		Yes
4							
5							

Full names	Identity/Passport number	Country of issue of passport/nationality	Residential address	Residential/Cell contact telephone number	Capacity	Signature	Signatory on account (Yes/No)
6							
7							
8							
9							
10							

Juristic entities

These are legal entities/businesses who are close corporations, partnerships, trusts, companies, other legal entities such as informal bodies, who are shareholders with 10% or more of the voting rights, partners including joint ventures, trustees, beneficiaries, founders in respect of the applicant.

Record details of affiliated parties

Registered name/Name of Trust/Other legal entity	Registration number /Trust number	Legal form (e.g. society)	Trade name	Registered address/ Master's address (Trusts)	Head office address (if multiple offices)	Physical business address
1						
2						
3						
4						
5						

Approval (For bank use only)

Trade references, bank reports/statements/KYC

Completed by ANELE ZWANE

Personnel number

Checked by

Personnel number

Credit check

Completed by

Personnel number

Approved by

Personnel number

Checked by

Personnel number

Released by

Personnel number

Note:

This view must detail the complete percentage ownership of the legal person. The information may be requested directly from the client, the auditor, the company secretary, the administrator or the financial officer. Identification documents of each natural person(s) with a shareholding of 10% or more is required. Related-party form to be completed for each shareholder with a shareholding of 10% or more is required.

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Accountholder record (Business Accounts) continuation, form 00146113
Accountholder record (Personal Accounts), form 00144393

Employee name A N E L E
 Employee surname Z W A N E
 Employee number A 2 4 4 3 6 5

Number of form(s) 0 1 of 0 1 Branch name M E N L Y N C S T
 Name of account D O O R N R A N D J E A N D L A E Z O N I A C O M M U N
 Account number 1 0 1 8 3 8 8 6 7 2 9 Account type MYMOBIZ CURRENT ACCOUNT
 Account number Account type
 Account number Account type
 Company registration name D O O R N R A N D J E A N D L A E Z O N I A C O M M U N
 Telephone number Fax number

Changes to signing arrangements or special instruction

Primary Account holder

Add Delete

Name of signatory P R I N S L O O Initials L

Identity number or Passport number

Date from (YYYY-MM-DD) 2 0 2 4 1 0 3 0 Date to (YYYY-MM-DD)

Payment limit

Signing arrangements

A N Y O N E T O S I G N A L O N E

Single No rights Plus any other Group

Signatory 2

Add Delete

Name of signatory T I M M E R Initials G

Identity number or Passport number

Date from (YYYY-MM-DD) 2 0 2 4 1 0 3 0 Date to (YYYY-MM-DD)

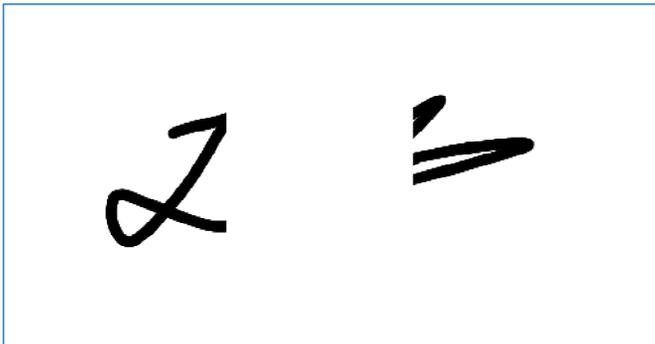
Payment limit

Signing arrangements

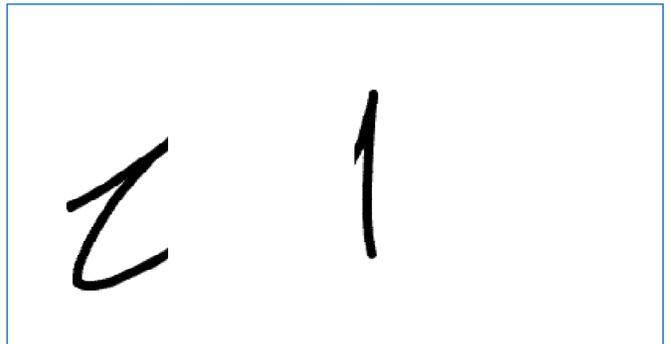
A N Y O N E T O S I G N A L O N E

Single No rights Plus any other Group

Primary Account holder to sign in block (do not sign over the lines)



Signatory 2 to sign in block (do not sign over the lines)





Accountholder record (Business Accounts) continuation, form 00146113
Accountholder record (Personal Accounts), form 00144393

Employee name A N E L E
 Employee surname Z W A N E
 Employee number A 2 4 4 3 6 5

Number of form(s) 0 1 of 0 1 Branch name M E N L Y N C S T
 Name of account D O O R N R A N D J E A N D L A E Z O N I A C O M M U N
 Account number 1 0 1 8 3 8 8 6 7 2 9 Account type MYMOBIZ CURRENT ACCOUNT
 Account number Account type
 Account number Account type
 Company registration name D O O R N R A N D J E A N D L A E Z O N I A C O M M U N
 Telephone number Fax number

Changes to signing arrangements or special instruction

Primary Account holder Add Delete
 Name of signatory W A T K I N S Initials G D
 Identity number or Passport number
 Date from (YYYY-MM-DD) 2 0 2 4 1 0 3 0 Date to (YYYY-MM-DD)
 Payment limit
 Signing arrangements A N Y O N E T O S I G N A L O N E
 Single No rights Plus any other Group

Signatory 2 Add Delete
 Name of signatory Initials
 Identity number or Passport number
 Date from (YYYY-MM-DD) Date to (YYYY-MM-DD)
 Payment limit
 Signing arrangements
 Single No rights Plus any other Group

Primary Account holder to sign in block (do not sign over the lines)

Signed by: Gary Watkins
 Signed at: 2024-10-31 15:21:39 +02:00
 Reason: Witnessing Gary Watkins

Ga is Standard Bank

Signatory 2 to sign in block (do not sign over the lines)

Hierdie vorm is ook in Afrikaans beskikbaar, vorm no. 00051596.

Disclosure and declaration	
As a client of The Standard Bank of South Africa Limited (we/our), you have a right to the information in this notice.	
Your financial services provider	
Name	The Standard Bank of South Africa Limited (SBSA)
FAIS licence	11287
Street address	30 Baker Street, Rosebank, 2196 (Head Office)
Postal address	30 Baker Street, Rosebank, 2196
Telephone number	0860 123 000
Email	information@standardbank.co.za
Legal status of SBSA	
<ul style="list-style-type: none">• Company Registration Number 62/00738/06• A public company established in 1962.• A registered bank in terms of the Banks Act, 1990.• A wholly owned subsidiary of The Standard Bank Group Limited.• We have shareholding in other companies-details of which can be supplied on request or can be viewed at www.standardbank.co.za	
Professional indemnity insurance	
We hold professional indemnity and fidelity insurance.	
Complaints	
If you have a complaint, please contact our Complaints Resolution Centre which will record and acknowledge receipt of your complaint.	
The contact details are as follows:	
Telephone number:	0860 101 101
Email address:	complaint.resolutioncentre@standardbank.co.za
A copy of our complaints handling process is available on request or you can find it at www.standardbank.co.za , by navigating to the bottom of the page, clicking on regulatory and then on Complaints Process.	
FAIS Ombud	
You can request assistance from the Ombud if you believe that your complaint has not been resolved satisfactorily by us within six weeks after you lodged your complaint. You need to refer the dispute to the Ombud within six months of our response if the response is unsatisfactory and the issue remains unresolved.	
The details of the Ombud:	
Street address:	125 Dallas Avenue Menlyn Central, Waterkloof Glen, Pretoria 0010
Postal address:	P.O Box 41 Menlyn Park 0063
Telephone number:	012 762 5000 / 012 470 9080
Fax number:	0867 641 422 / 012 348 3447 / 012 470 9097
Email address:	info@faisombud.co.za
Website:	www.faisombud.co.za
Conflicts of interest	
The Standard Bank of South Africa Limited and Liberty Holdings Limited are subsidiaries of Standard Bank Group Limited ("SBG"). Liberty Holdings Limited in turn comprises various subsidiaries, including Liberty Group Limited and Stanlib Limited (Stanlib Collective Investments RF (Pty) Limited; Stanlib Asset Management (Pty) Limited; Stanlib Wealth Management (Pty) Limited)	
The profits from the distribution of products of Liberty Group Limited and Stanlib Limited are shared with SBG through preference shares in Liberty Group.	
We subscribe to the Group's FAIS COI policy, which you can find at www.standardbank.co.za , by navigating to the bottom of the page, clicking on regulatory, then on FAIS and then on the FAIS Conflicts of Interest Management Policy.	
Our staff are salaried and are also motivated through a variety of performance-based incentives.	
FAIS Licensed Compliance Officer	
Name	Sue Chetti
Title	FAIS - Licensed Compliance Officer
Telephone number	011 547 1183
Email address	GroupFAISComplianceofficer@standardbank.co.za

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Products and services

SBSA is licensed under the FAIS Act to provide intermediary services in the following licence category, class of business (COB) and subcategories of products:

Category I – Advice and Intermediary services

Class of business (COB)	Subcategory	Description
COB 5	1.17	Deposits defined in the Banks Act - exceeding 12 months
COB 5	1.18	Deposits defined in the Banks Act - 12 months or less

SBSA has no limitations or restrictions on its FAIS licence. A copy of the general conditions applicable to SBSA's licence can be made available on request. The licence is displayed at all of our business premises where financial services are provided.

Product suppliers

SBSA is the product supplier for products that fall within the above product subcategories

General terms and disclaimer

- All features and benefits of products are set out in the product terms and conditions of those specific products.
- While we provide information on tax-related matters, we do not give tax advice. Please consult your tax adviser before entering into any transaction.
- No undertaking, warranties or guarantees have been provided by our representatives in respect of the product(s) you have chosen, unless it is a feature or benefit of the product.
- Where you have chosen a savings or investment product, note that the value of the investments may fluctuate, and past performance is not necessarily a guide to future performance.

Representative Information (Representative to complete)

We accept full responsibility for the actions of our representatives when they render financial services to you in respect of the COB and subcategories of financial products set out below.

I render the intermediary services under a Financial Sector Conduct Authority (FSCA) exemption

Yes No

I render intermediary services under supervision in one or more of the product subcategories listed below and/or subject to other fit and proper requirements applicable to me.

Yes No

As a representative of SBSA I am authorised to render intermediary services in the following COB and product subcategories:

Class of business (COB)	Subcategory	Description	Authorised for
COB 5	1.17	Deposits defined in the Banks Act - exceeding 12 months	<input checked="" type="checkbox"/>
COB 5	1.18	Deposits defined in the Banks Act - 12 months or less	<input checked="" type="checkbox"/>

Representative's name and surname ANELE ZWANE

Representative contact details Anele.Zwane@standardbank.co.za

Signature

Date (YYYY-MM-DD)

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Acknowledgement of receipt, declaration and confirmation

I declare that

- My choice was based on the factual information on the products provided to me, including the different features, benefits and pricing options, which enabled me to make an informed decision about the product(s) I found suitable for my needs.
- The product was activated on my instruction.

I confirm that:

- I was not asked or forced to waive any of my rights in terms of the FAIS Act.
- All documents were completed before I signed them.
- I have read and understand this notice and have been given a copy of it.

Business name DOORNRANDJE AND LAEZONIA COMMUNITY SAFE Registration number N/A

Authorised signatory's name and surname GAILLEE TIMMER



Signature

Date (YYYY-MM-DD)

Authorised signatory's name and surname LEANDRE PRINSLOO



Signature

Date (YYYY-MM-DD)

Authorised signatory's name and surname GARY WATKINS



Signature

Date (YYYY-MM-DD)

Authorised signatory's name and surname

Signature

Date (YYYY-MM-DD)

Authorised signatory's name and surname

Signature

Date (YYYY-MM-DD)



Branch PC:TSHWANE SOUTH

Date (YYYY-MM-DD) 2024-10-31

Business details	
Business name	DOORNRANDJE AND LAEZONIA COMMUNITY SAFETY SECTOR SUB-FORUM
Trading name(s)	DLSSF
Organisation type	INFORMAL BODY
Registration country	SOUTH AFRICA
Registration type	ID NUMBER NOT AVAILABLE/NOT APPLICABLE
Registration number	UNKNOWN
Registration date	2022-10-15
Establishment date	2015-02-23
Global Intermediary Identification Number (GIIN)	
Correspondence recipient	T
Correspondence language	ENGLISH
Month of fiscal year end	FEBRUARY
Tax details	
Tax type	Tax number
Industry details	
ISIC code V3	PUBLIC ORDER AND SAFETY ACTIVITIES
ISIC code V4	Public order and safety activities - Other
Ownership	NON BEE
Reserve Bank code	PERSONAL SERVICES (C)
Form 50 code	SA RES- COMPANIES
Market sub-segment	400ENTERPRISE DIRECT
Source of funds	
Source of funds type/classification	Source of funds amount
Profit from business activity	100,000

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Communication details		
Contact type	Number/email	Preferred communication
INTERNET:EMAIL	secretary@dlssf.co.za	
CELLPHONE NUMBER	0824167712	X
PHONE NUMBER	0824167712	
Address details		
Registered address	LOT 20 BOUNDARY RD LAEZONIA PRETORIA 157	
Trading address (KYC)	LOT 20 BOUNDARY RD LAEZONIA PRETORIA 0157	
Postal address	LOT 20 BOUNDARY RD LAEZONIA PRETORIA 157	
Effective management address	LOT 20 BOUNDARY RD LAEZONIA PRETORIA 0157	
Principal office address	LAEZONIA PRETORIA 0157	

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Consent to Process Information

I consent to:	Please tick if applicable
<ul style="list-style-type: none"> 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? 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> 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? 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> A member of the Group outside of this country may wish to inform you of exclusive offers and/or services that may benefit you. We will ensure that your personal information is given the same protection as is required locally. Are you happy for us to share your personal information across borders within the Group for this purpose? 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> May we contact you telephonically to offer you products and services that may benefit you? May we send you marketing emails to keep you up to date with our latest products and services? May we send you marketing SMSs to keep you up to date with our latest products and services? 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> 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. know if you would prefer not to be contacted. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Fraud consent

<ul style="list-style-type: none"> The customer has consented to the bank carrying out identity and fraud prevention checks and sharing information relating to this application through the South African Fraud Prevention Service. 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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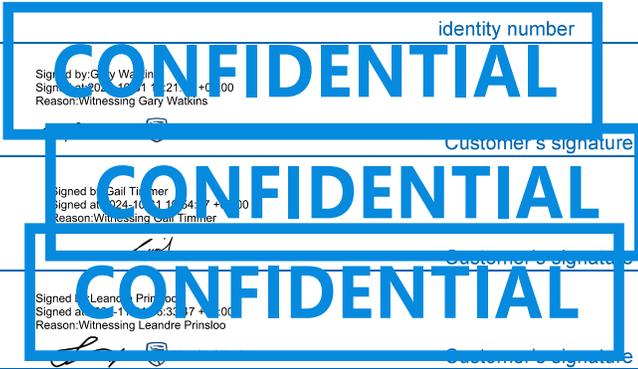
I/we (authorised party (1) full name L MASEKO identity number

I/we (authorised party (2) full name identity number

Customer's signature Customer's signature

Customer's signature Customer's signature

Customer's signature Customer's signature



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1 Introduction

- 1.1 These Terms become effective when you register for a business transactional account.
- 1.2 You must know, understand and comply with these Terms and the General Terms and Conditions, as they are a binding agreement between you and us.
- 1.3 If there is a conflict between these Terms and the General Terms and Conditions, these Terms will apply.

1.4 **Important clauses that may limit our responsibility or involve some risk for you will be in bold or highlighted and require your special attention.**

2 Definitions

Words defined for consistency are used exactly as defined. Singular words include the plural and vice versa.

Account The business transactional account we open in your name at your request. A business transactional account is any of the following accounts: a business transaction account, a business current account, an executor's current account, an attorneys' trust account, a BizLaunch account or a BusinessLink current account. .

Bank, we, us The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.

Card Any bank card we issue to you, including any additional or replacement card.

PIN A confidential personal identification number used for operating on your Account.

you/your The person (which may be a legal entity) applying for an Account, in whose name an Account is opened, including their successors and permitted assigns.

3 Deposits

To open an Account, you must make the minimum deposit required for this purpose.

4 Drawing uncleared funds

4.1 You may apply to draw on any type of deposit without waiting 10 days for such deposit to clear. This is referred to as lifting the uncleared status (or "U-status") on your Account.

4.2 Lifting the U-status on your Account means the value of the deposit becomes available immediately. Although in some cases it may still take a few days, it will not be more than 10 days.

4.3 The U-status on your Account can be lifted on all types of deposits including cash deposits, deposits made through credit transfers and payments, for example deposits made at an ATM with an envelope or through cash feeding, deposits made inside a branch or transfers from one bank account to an account held at another bank.

4.4 Despite the convenience of having earlier access to the money through the lifting of the U-status on your Account, this may also expose you to fraud if someone makes a deposit into your Account or if you release goods or transfer funds to any of your other accounts or if you return some or all of the funds to the depositor because the funds are available. If the deposit is returned for any reason, the money will be reversed and since you will have already released the goods or paid the funds, this may cause a loss to yourself. **Having the U-status lifted on your Account may enable unauthorised parties to make fictitious deposits into your Account and withdraw money against these fictitious deposits should they have your card and PIN.**

4.5 **Also, someone buying goods or services from you could make a fictitious deposit into your Account and provide you with a manufactured cash deposit slip. You then release the goods only to find out later that the deposit was fictitious.**

4.6 You will be responsible for the amount of the unauthorised withdrawals if you do not tell us that your Card is lost or has been stolen as soon as you realise it, or that you suspect someone may have your PIN, digital Identity or OTP. While lifting the U-status gives you immediate access to your deposits, it does not guarantee that a deposit has been or will be paid.

4.7 We may reinstate the U-status at any time at our discretion and will inform you in writing if we do so.

5 Payments

We will make payments from your Account if:

- you instruct us to do so; and
- there is enough money in your Account.

6 Stop payments

You may dispute and/or stop payment on your debit order in writing. It is your responsibility to notify the party who is debiting your Account about this.

7 Statements

We will give you regular statements about your Account.

8 General

8.1 We may check with any references you gave if the details on your application form are correct.

8.2 You must notify us immediately if you are placed under an administration order, sequestrated or liquidated or placed under any other form of insolvency or legal disability, including business rescue.

8.3 You must notify us immediately if you receive a notice that your business may be deregistered.

9 Maintaining a credit balance (applicable to a natural person)

9.1 You agree to maintain a credit balance on your Account at all times. If your Account is not in a credit balance, any amount you owe to us is due and payable immediately.

9.2 If you do not pay us the amount owing immediately, you will be in default and we will charge you the following:

9.2.1 interest on such amount from the due date for payment at the maximum interest rate allowed under governing laws as amended, replaced or re-enacted from time to time (governing laws); and

9.2.2 fees and charges as set out in the full list of fees and charges that apply to your Account and published in our pricing guide or on our website www.standardbank.co.za and as amended by us from time to time.

9.3 If you are in default, we will draw such default to your attention in a written letter and suggest that you refer the matter to a debt counsellor, a dispute resolution agent, a consumer court or an ombud with jurisdiction.

9.4 If you do not pay the amount owing immediately, we may also charge you default administration fees for each letter as provided by governing laws, and for any reasonable and necessary expenses we incur in delivering the letter to you.

9.5 We may give notice to you to terminate any debt review by a debt counsellor. Such notice may be given at any time after 60 business days have passed from the date on which you applied for such review.

9.6 If we have to enforce our right to recover the amount you owe us, we will charge you collection costs as allowed by governing laws.

9.7 If your Account is not in a credit balance, this may affect your credit profile.

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10 Maintaining a credit balance (applicable to legal entities)

- 10.1 You agree to maintain a credit balance on your Account at all times. If your Account is not in a credit balance, any amount you owe to us is due and payable immediately.
- 10.2 If you do not pay us the amount owing immediately, you will be in default and we will charge you the following:
 - 10.2.1 interest on such amount from the due date for payment at the maximum interest rate allowed under governing laws as amended, replaced or re-enacted from time to time (governing laws); and
 - 10.2.2 fees and charges as set out in the full list of fees and charges that apply to your Account and are published in our pricing guide or on our website www.standardbank.co.za and as amended by us from time to time.

11 How we will apply payments

If you owe us any amount on your Account, we will apply (distribute) any funds paid into your Account as follows:

- 11.1 firstly, towards any amounts you owe us as a result of transactions on your Account;
- 11.2 secondly, towards interest;
- 11.3 thirdly, towards fees.

12 BizLaunch account (if you qualify for it)

- 12.1 To open a BizLaunch account, you must meet the following criteria:
 - 12.1.1 be a brand-new start-up business client;

- 12.1.2 be a business client switching from another bank, but the business must be less than 12 months old;
- 12.1.3 be a current Standard Bank business banking client, with a business that is less than 12 months old; or
- 12.1.4 be a current business client in personal banking (regardless of the bank or the age of the business).
- 12.2 You will pay fees on the BizLaunch account as stated in the current pricing guide.
- 12.3 At the end of your first 12 months of being on BizLaunch, you will pay the fees applicable to BizLaunch accounts older than 12 months, as detailed in the current BizLaunch pricing guide.

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1 Inleiding

- 1.1 Hierdie Bepalings word van krag wanneer u vir 'n besigheidstransaksierekening registreer.
- 1.2 U moet hierdie Bepalings, asook die Algemene Bepalings en Voorwaardes, ken en verstaan en daaraan voldoen, aangesien dit 'n bindende ooreenkoms tussen u en ons is.
- 1.3 Indien hierdie Bepalings van die Algemene Bepalings en Voorwaardes verskil, sal hierdie Bepalings geld.
- 1.4 **Belangrike klousules wat ons verantwoordelikheid kan beperk of 'n risiko vir u kan inhou, word aangegee in vetdruk of word met kleur uitgelig en verdien u spesiale aandag.**

2 Woordomskrywing

Ons omskryf sekere woorde vir konsekwentheid. Hierdie woorde word gebruik presies soos omskryf. Woorde in die enkelvoud sluit die meervoud in en andersom.

Rekening Die besigheidstransaksierekening wat ons op u versoek in u naam geopen het. 'n Besigheidstransaksierekening is enige van die volgende rekeninge: 'n besigheidstransaksierekening; 'n lopende rekening vir besighede; 'n lopende rekening vir eksekuteurs; 'n prokureurstrustrekening; 'n BizLaunch-rekening of 'n lopende rekening vir BusinessLink.

Bank, ons Die Standard Bank van Suid-Afrika Beperk (Registrasienuommer 1962/000738/06) en sy opvolgers of regverkrygendes

U Die persoon (met inbegrip van 'n regs persoon) wat om 'n Rekening aansoek doen, en in wie se naam 'n Rekening geopen is. Dit sluit ook hul opvolgers en regverkrygendes in.

Kaart Enige bankkaart wat ons aan u uitreik, insluitende enige bykomende kaart en enige vervangingskaart.

PIN 'n Vertroulike persoonlike identifikasienommer wat gebruik word om u Rekening te bedryf.

3 Deposito's

- 3.1 Om u Rekening te open, moet u die minimum deposito wat vir hierdie doel vereis word, inbetaal.

4 Onttrekking van onverrekenende fondse

- 4.1 onttrek aansoek doen om onmiddellik teen enige tipe deposito te trek sonder om 10 dae te wag dat sodanige deposito verreken word. Ons verwys hierna as die opheffing van die onverrekenende status (of "U-status") op u Rekening.
- 4.2 Die opheffing van die U-status op u Rekening beteken dat die waarde van die deposito onmiddellik beskikbaar word. Hoewel dit in sommige gevalle steeds 'n paar dae mag duur, sal dit nie langer as 10 dae wees nie.
- 4.3 Die U-status op u Rekening kan vir alle tipes deposito's opgehef word, insluitende kontantdeposito's, deposito's deur kredietoorplasinge en betalings, byvoorbeeld deposito's by 'n OTM met 'n koewert of deur kontant invoering, deposito's wat in 'n tak gedoen word of oorplasinge van een bankrekening na 'n rekening wat by 'n ander bank gehou word.
- 4.4 Ondanks die gerief daarvan om vroeër toegang tot die geld te kry omdat die U-status op u Rekening opgehef is, kan dit u ook aan bedrog blootstel as iemand geld in u Rekening deponeer of as u goedere vrystel of fondse na een van u ander Rekeninge oorplaas of 'n deel van of al die fondse aan die deponeerder terugbetaal omdat die fondse beskikbaar is. Indien die deposito om enige rede teruggestuur word, word die geld omgeswaai en dan het u alreeds die goedere vrygestel of die fondse betaal, wat 'n verlies vir u kan beteken. As die U-status op u Rekening opgehef is, kan ongemagtigde partye fiktiewe inbetalings in u Rekening doen en geld teen hierdie fiktiewe inbetalings trek indien hulle u kaart en PIN het.
- 4.5 **Iemand wat goedere of dienste by u koop, kan ook 'n fiktiewe inbetaling in u Rekening doen en u van 'n nagemaakte kontantdepositostrokke voorsien. U stel dan die goedere vry en vind later uit dat die inbetaling fiktief was.**
- 4.6 U sal vir die bedrag van die ongemagtigde onttrekkings aanspreeklik wees indien u ons nie in kennis stel dat u Kaart verloor of gesteel is sodra u dit besef of as u vermoed iemand het u PIN, digitale

Identiteit of OTP in die hande gekry nie. Hoewel die opheffing van die U-status u onmiddellike toegang tot u deposito's gee, is dit geen waarborg dat 'n kontantdeposito betaal is of sal word nie.

- 4.7 Ons kan die U-status te eniger tyd na ons goedgeskonde herinstel. Ons sal u skriftelik in kennis stel as ons dit doen.

5 Betalings

Ons sal betalings uit u Rekening doen indien –

- u ons opdrag gee om dit te doen; en
- daar genoeg geld in u Rekening is.

6 Keerbetalings

U kan die invordering van u debietorder skriftelik betwis en/of keer. Dit is u verantwoordelikheid om die party wat u Rekening debiteer, hiervan in kennis te stel.

7 State

Ons sal gereeld state van u Rekening aan u gee.

8 Algemeen

- 8.1 Ons kan by persone wat u as verwysings verskaf het, nagaan of al die besonderhede op u aansoekvorm korrek is.
- 8.2 U moet ons onmiddellik in kennis stel indien u onder 'n administrasiebevel geplaas, gesekwestreer of gelikwideer, of onder enige vorm van bankrotskap of regsonbevoegdheid geplaas word, met inbegrip van besigheidsredding.
- 8.3 U moet ons onmiddellik in kennis stel indien u 'n kennisgewing ontvang dat u besigheid gederegistreer kan word.

9 Handhawing van 'n kredietsaldo (op 'n natuurlike persoon van toepassing)

- 9.1 U stem in om te alle tye 'n kredietsaldo op u Rekening te handhaaf. Indien u Rekening nie 'n kredietsaldo het nie, is enige bedrag wat u ons skuld onmiddellik betaalbaar.
- 9.2 Indien u nie die verskuldigde bedrag onmiddellik aan ons terugbetaal nie, is dit 'n wanprestasie en sal ons u vra om die volgende te betaal: rente op sodanige oortrokke bedrag, vanaf die betaaldatum, teen die maksimum rentekoers wat kragtens die toepaslike wette, soos van tyd tot tyd gewysig, vervang of herverorden, toegelaat word; en gelde en koste soos uiteengesit in die volledige lys gelde en koste wat op u Rekening van toepassing is, soos in ons prysingsgids of op ons webwerf, www.standardbank.co.za, gepubliseer en soos van tyd tot tyd deur ons gewysig.
- 9.3 Indien u wanpresteer het, sal ons sodanige wanprestasie skriftelik per brief onder u aandag bring en aanraai dat u die aangeleentheid na 'n skuldberader, 'n geskilbeslegtingsagent, 'n verbruikershof of 'n ombudsman met jurisdiksie verwys.
- 9.4 Indien u versuim om die verskuldigde bedrag onmiddellik terug te betaal, kan ons u ook wanbetalingsadministrasiekoste vir elke brief vra, soos in die toepaslike wette bepaal word, en vir alle redelike en nodige uitgawes wat ons by die aflewering van die brief aangegaan het.
- 9.5 Ons kan u te eniger tyd kennis gee om enige hersiening deur 'n skuldberader te beëindig. Sodanige kennis kan enige tyd na die verloop van 60 besigheidsdae vanaf die datum waarop u om sodanige skuldherziening aansoek gedoen het, gegee word.
- 9.6 Indien ons ons regte moet afdwing om die bedrag wat u ons skuld, te verhaal, sal ons u vra om enige invorderingskoste wat deur toepaslike wette toegelaat, te betaal.

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- 9.7 Indien u Rekening nie 'n kredietsaldo het nie, kan dit u kredietprofiel affekteer.
- 10 Handhawing van 'n kredietsaldo (op regspersone van toepassing)**
- 10.1 U stem in om te alle tye 'n kredietsaldo op u Rekening te handhaaf. Indien u Rekening nie 'n kredietsaldo het nie, is enige bedrag wat u ons skuld, onmiddellik betaalbaar.
- 10.2 Indien u nie die verskuldigde bedrag onmiddellik aan ons terugbetaal nie, is dit 'n wanprestasie en sal ons u versoek om die volgende te betaal:
- 10.2.1 rente op sodanige oortrokke bedrag, vanaf die datum wat die bedrag verskuldig word, teen die maksimum rentekoers wat kragtens die toepaslike wette, soos van tyd tot tyd gewysig, vervang of herverorden, toegelaat word;
- 10.2.2 gelde en koste soos uiteengesit in die volledige lys gelde en koste wat op u Rekening van toepassing is, soos in ons prysingsgids of op ons webwerf, www.standardbank.co.za, gepubliseer en soos van tyd tot tyd deur ons gewysig.
- 11 Hoe ons betalings sal toepas**
Indien u ons enige bedrag op u Rekening skuld, sal ons enige fondse
- 11.1 wat in u Rekening inbetaal word, soos volg aanwend (toeken):
11.2 eerstens, om enige bedrae wat u ons as gevolg van transaksies op u Rekening skuld, te dek;
11.3 tweedens, om rente te dek; en
11.3 derdens, om gelde te dek.
- 12 BizLaunch-rekening (as u daarvoor kwalifiseer)**
- 12.1 Voordat u 'n BizLaunch-rekening kan oopmaak, moet u aan die volgende kriteria voldoen:
- 12.1.1 u moet 'n splinternuwe besigheidskliënt wees;
- 12.1.2 u moet 'n besigheidskliënt wees wat van 'n ander bank oorskuif, maar die besigheid moet nog nie 12 maande oud wees nie;
- 12.1.3 u moet 'n Standard Bank-besigheidsbankkliënt wees, met 'n besigheid wat nog nie 12 maande oud is nie; of
- 12.1.4 u moet 'n besigheidskliënt in persoonlike bankdienste wees (ongegag die bank of die ouderdom van die besigheid).
- 12.2 U sal gelde, soos in die jongste prysingsgids gespesifiseer, op **die** BizLaunch-rekening betaal.
- 12.3 Ná verloop van u eerste 12 maande op BizLaunch sal u die gelde wat op BizLaunch-rekening ouer as 12 maande van toepassing is en in die jongste BizLaunch-prysingsgids uiteengesit word, betaal.

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Thank you for choosing Standard Bank. These are the general terms and conditions of your relationship with us, and 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 would like us to explain, please tell us. **Pay special attention to the clauses in bold as they may limit our responsibility or contain important information.**

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1 Introducing the agreement

1.1 Parties to the agreement

The agreement is between:

- a) you, our client. (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 of the pricing guide on www.standardbank.co.za.

1.3 Conflicts between terms and conditions

The general terms and conditions apply to all our products. If there is a difference between these 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 (cool 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 on which the product was opened in your name to cancel the product and end the agreement. We refer to this as a cooling-off period. If you cancel the product or end the agreement during the cooling-off period, we will not charge fees.

1.5 Contact us if you have any questions

If you have any questions about the agreement, please contact our Voice Branch as follows:

- By phone on 0860 123 000; or
- By 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 and expressions below have the meanings set out next to them unless the context clearly indicates a different meaning.

applicable laws	means any of 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 regulatory authority; and • the common law, judgment, order or decree.
business day	means any day of the week except a Saturday, a Sunday or an official South African public holiday.
loss	means an amount that a person is legally responsible for, including penalties, fines, damages, expenses such as legal fees. Loss includes direct, indirect, and consequential damages.
products	means the various banking and other products, services and facilities that we offer to our clients.
regulatory authority	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 Standard Bank	Any reference to Standard Bank is also a reference to our successors-in-title and assigns.
Headings	Headings are aids to reading and understanding. They are not terms or conditions themselves and they 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 words 'include', 'includes' and 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.
Reference to persons	Where we refer to a person, we mean either an individual, natural person or a juristic person (for example, a company, close corporation, trust or partnership) or both, depending on the context.
Reference to laws	When there is reference to an applicable law or a section of such a law, we mean that law or that section of the law as amended, repealed or replaced.

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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 and could create the risk that you might not be able to pay back money that you owe 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 any time we ask for it. We may also do the following:

- a) Ask a credit reference agency about your borrowing history. (We do not need to ask for your permission to make these enquiries.)
- b) Give credit reference agencies updates about your conduct relating to a product and its 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 us. For example, we may ask you to cede (hand over) your rights to the money in one or more of your products to ensure that you can repay amounts that you owe 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 set off (settle) a negative balance

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

Before we apply set-off to any of your products, we will let you know that we are doing it and we may put the relevant amount on hold while we discuss the matter with you. Your statements for the relevant products will show the set-off.

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 or 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 your knowing it).**

We act on all instructions that appear to come from you. It is your responsibility to make sure that we have received instructions that you gave by phone or by email.

4.2 We may be unable to process an instruction

We may be unable to process your instruction in the following instances:

- a) If we think the instruction is unclear, conflicting, incorrect, incomplete or unauthorised.
- b) If processing the instruction would or might cause us to breach our policies or any applicable laws.
- c) If you fail to comply with our reasonable requests for information, documents or authorisations.
- d) If processing it may result in an unauthorised credit.
- e) If 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 payment of a transaction amount in the following cases:

- a) Where the amount is above our risk detection parameters (which are our own confidential measures that we use to categorise, evaluate and prioritise risks).
- b) If we believe that the transaction, or the batch it is in, is invalid or linked to any prohibited activities or may harm someone.

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)

We will treat the information you give to us as accurate and true when doing business with you. If it is not accurate and true, we may have a claim against you for losses that we might suffer.

5.1 If you are an individual

If you are an individual, you warrant that:

- a) All information that you give to us is correct and complete.
- b) You are complying with all applicable laws.
- c) You are not in default in respect 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 aware that you are being investigated for any activities relating to sanctions as defined in section 12 below.
- f) If you become aware that you are being investigated for any activities relating to sanctions, you will tell us immediately in writing.

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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 are complying with all applicable laws.
- c) You are not in default in respect 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 at the required standard in terms of confidentiality, security and reputation.
- 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 and in writing.

5.3 Consequences of breaking your promises (individuals and businesses)

- a) If we know or suspect that you have broken any of the 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 of the following:
 - You broke any of these warranties.
 - A sanctioning body seizes, withholds or blocks money.

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 (if necessary) by third parties according to our privacy statement, which is in line with all applicable laws relating to the protection and processing of 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 protect your personal information as set out in the privacy statement.
- 6.4 Our privacy statement is an important part of these terms and describes 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. These fees and charges are in the pricing guide on our website except in the following instances:

- a) We agreed different fees with you.
- b) The product terms specify different fees.

We review our fees and charges regularly and annually publish a new pricing guide that is valid from 1 January to 31 December. 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 apply. 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 using the attorney-and-own-client scale.

7.3 We pay interest only where we specify it

We pay interest on a product only where interest is specified as a feature of that product. All interest rates quoted 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.

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8 When our responsibility is limited or excluded

Neither we, nor any third party that we are accountable for, will be 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:
 - i. malfunction of any of our equipment, terminals, ATMs, and systems;
 - ii. power cuts, service interruptions and outages that affect your access to a product;
 - iii. unusually severe weather, earthquakes, hurricanes, floods, fires;
 - iv. epidemics or pandemics;
 - v. labour action such as strikes, marches and protests;
 - vi. riots, looting, civil commotion or unrest;
 - vii. any unlawful activity by a third party; or
 - viii. any restriction imposed or other action taken by a sanctioning body or a regulatory authority.

9 Handing over rights and obligations (cession and assignment)

9.1 You must first get our consent in writing

You must not hand over (cede) your rights or delegate (assign) your obligations under this agreement, including your rights as the holder of an account or the right to payment of a credit balance on your account, to another person without first obtaining our consent in writing, on such terms as we require. (The person that you cede rights to is referred to as a 'cessionary' and the person that you assign obligations to is an 'assignee'.)

We alone may decide whether 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 the assignee. By accepting the terms and conditions, you agree to help us to negotiate changes with that cessionary or assignee if we consider the changes necessary.

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

You agree that we may 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 and the assignee have the right to exercise all the rights or obligations (where applicable) 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 to or associated with you. This is for your and our protection against money laundering, terrorist financing and other illegal activities involving money. We will ask you for the information when you apply for a product and at other times during our relationship with you, where we will ask for the information by email, SMS or through any other form of communication that we may choose. 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 suspend or close any product that you have with us.

11 Financial crimes and prohibited activities

11.1 Preventing financial crimes

We are committed to conducting our business with integrity and carrying out our legal, regulatory, social and ethical responsibility to:

- a) protect our clients against financial crimes; and
- b) 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 under this agreement for any prohibited activities. Prohibited activities include the following:

- 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, or any payments that improperly advantage any person.
- d) Any activities that sanctions apply to.

You warrant to us on the date on which you sign this agreement and on every day that the 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 including those referred to above.

11.3 Consequences of breaking your warranty

You agree that, if you breach your warranty:

- a) you will pay us for any loss that we suffer as a result of your breach of; and
- b) you will pay the Group for any loss that it incurs as a result of your breach; and
- c) you will pay for such loss immediately on demand by us and/or 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.

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11.4 We may investigate suspected prohibited activities

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

- a) Any regulatory authority.
- b) The South African Banking Risk Information Centre (SABRIC).
- c) The Southern 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, for example by giving us all information we ask for relating to the prohibited activities. By accepting the terms and conditions, you give consent for us to share the relevant details of any suspected or proven prohibited activities 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 been 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 do any or all of the following:

- a) Restrict activity on the relevant account or product so that you cannot transact on it.
- b) Suspend access to any of your accounts or products or your money.
- c) Secure the money related to the prohibited activities and transfer it into a suspense account.
- d) Take any 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 the Treasury;• the Government of the United Kingdom and His Majesty's Treasury; and• the Government of the Republic of France and the French Ministry of Finance.
sanctioned entity	means a natural person, an organisation or a country that any sanctions apply to or that appears on a sanctions list, including all the following: <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 natural person who owns or controls a juristic person (for example, a company, trust or organisation) that is on the sanctions list.• Any juristic person that it owns or controls and that is on the sanctions list. 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).
sanctions list	means any list of sanctioned entities published by a sanctioning body, as updated from time to time.

12.2 Using or making available any product to benefit a sanctioned entity

You must not use or make available any product to help or benefit a sanctioned entity.

12.3 You warrant that you are not a sanctioned entity

You warrant to us on the date on which you sign this agreement 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.

12.4 You must not engage with sanctioned entities

You must not:

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

12.5 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

We may change the terms and conditions of this agreement and the changes will always be in line with applicable laws. We will tell you about the changes through our website, your product or our Mobile Banking App, by SMS, by email or through any other form of communication that we may choose. If the change will have a significant effect on you, we will let you know at least 20 business days before it comes into effect.

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

You are not permitted to change any of the terms of the agreement or any part of a term. If you continue to use the product after we change the terms of the agreement or any part of a term, we will assume that 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
- calling our voice branch (the details are set out below); or
- using any of our digital channels, such as our website or the Mobile Banking App.

We will start the process of closing the account, cancelling the product or terminating the relationship with you once we receive the notice. We will communicate with you where necessary during this process or if we are unable to comply with your request. We will notify you once your account has been closed or a product has been cancelled, and you must not assume that your account has been closed or that 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 for you. The reasons we give you for any actions we take will be in our sole discretion and may include any of the following:

- We are compelled to do so by applicable laws or 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, including inappropriate behaviour towards our staff, does not align with Standard Bank's values, or a continued relationship with you may expose Standard Bank to reputational or operational risks.
- We know or have reason to suspect that you are engaging in prohibited activities.
- You gave us false or misleading information or you haven't given us all the information we need from you to comply with applicable laws.
- Despite our writing to you to let you know that you are no longer using an account or a product and 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 under 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 the following:

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

14.3 Reallocating account numbers

a) Once your account is closed, we may reallocate the account number after a certain period. When you close your account must make sure that you do the following:

- notify everyone who needs to know of the change in your banking details; and
- cancel all debit orders or stop orders linked to your closed account.

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- b) **We are not responsible to you for any losses you may suffer if we reallocate your account number and you did not notify everyone who needs to know of the change in your banking details.**

15 **Default, resolving disputes and legal proceedings**

15.1 **A manager's certificate is proof of facts**

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

If you default on any of your obligations under the 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 the agreement falls under the National Credit Act 34 of 2005, 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 ask you to:

- a) fix the default by a date we give; or
- 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 address is 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 each other 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 sent under the agreement and under the 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 on which it was posted if it was sent by prepaid, registered post;
- c) on the first business day after the date of delivery if delivered by a recognised courier service;
- d) on the first business day after it was sent if sent by 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 or illegal or cannot be enforced, then removing that term or condition from the agreement does not affect the provisions that remain.

17 **No relaxation we grant will affect our rights**

We may relax any of the terms and conditions of this agreement at any time and for any reason. However, you must see this as a temporary relaxation as it does not mean that we give up our right to enforce your obligations in the future.

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18 Contact information for relevant ombuds

If you have a concern relating to the agreement, and we have not been able to resolve it to your satisfaction, you may contact the relevant industry ombuds or authorities, which are independent from us and provide a service free of charge:

- a) **the National Financial Services Ombud Scheme South Africa (NFO) , which is an amalgamation of the Ombud for Banking Services, the Short Term Insurance Ombud, the Long Term Insurance Ombud and the National Credit Regulator** through the website at www.nfosa.co.za, by telephone at 0860-800-900 or by email at info@nfosa.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.

19 South African law governs the agreement

The laws of the Republic of South Africa govern this agreement, and the courts of South Africa have sole jurisdiction, which means the authority to hear and decide disputes.

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