

SHORT TERM LOAN

Personal information

You give us (including our affiliates, cessionaries and associates) permission to process your personal information relating to your applications for financial products and services (including accessing your credit bureau data and sharing information relating to this application with the South African Fraud Prevention Services), subject to our privacy policy, applicable laws and compliance with legislative and regulatory requirements. You give us permission to process your personal information as we see fit for both your and our legitimate interest.

Processing includes doing affordability assessments, credit scorings and any other profile building that may help us offer you a product or service that will suit your needs. You give us permission to get your bank statements from your bank, share your personal information with third parties, if necessary, and collect your personal information from third parties (if it is necessary or impracticable to get the information directly from you). You give us the right to process your personal information outside of South Africa (if it is necessary), subject to applicable laws and confidentiality agreements. You also give us permission to process your personal information, such as your race, biometrics and alleged criminal behaviour (if it is necessary), subject to our privacy policy and applicable laws.

You have the right to ask for a record or a description of your personal information (if we have it) and for the details of the third parties who have, or have had, access to your personal information, at no charge to you. If some of your information is not accurate, you may ask that we correct or delete your information. You may also withdraw your permission by notifying us, object to us having your personal information and complain to the Information Regulator.

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement clause headings are for convenience and are not to be used in its interpretation.
- 1.2 In this agreement, unless the context indicates otherwise:
 - 1.2.1 **Agreement** means this agreement, and includes, if applicable, any application and/or Quotation and/or any annexures to this Agreement;
 - 1.2.2 **Interest Rate** means the initial interest rate as specified in the Quotation;
 - 1.2.3 **You** means the applicant for this loan;
 - 1.2.4 **NCA** means the National Credit Act, 34 of 2005;
 - 1.2.5 **NCA Rate** means the maximum interest rate as specified from time to time;
 - 1.2.6 **NCA Rate Factor** means the percentage above or below the NCA rate as specified in the Quotation;
 - 1.2.7 **Prime Rate** means the prime overdraft rate of interest charged by Nedbank from time to time;
 - 1.2.8 **Prime-Rate Factor** means the percentage above or below the prime rate as specified in the Quotation; and
 - 1.2.9 **Quotation** means the most recent written Quotation given for this agreement as intended in the NCA; and
 - 1.2.10 **Us, we or Nedbank** means Nedbank Limited.
- 1.3 Words or expressions similar to those defined above will have the meaning set out above.
- 1.4 Any number of days prescribed will be determined by excluding the first and including the last day, or where the last day falls on a day that is not a business day, the next business day.

2 CONDITION PRECEDENT

This Agreement is conditional on our having conducted a successful credit assessment in accordance with section 81 of the NCA.

3 INTEREST

- 3.1 The outstanding balance of the credit agreement, together with all amounts owing to or claimable by us in terms of the agreement, will bear interest at the rate specified in the quotation, if applicable.
- 3.2 If the prime rate changes, we will let you know in writing of the change to the interest rate within 30 days of the change taking place, stipulating the date on which the change took effect.
- 3.3 Interest will be reckoned from the date on which we advance credit or any part of that to you or on your behalf, calculated daily on the basis of a year of 365 days, whether or not the year is a leap year, and debited monthly in arrears.
- 3.4 Interest for any period between the date on which we advanced credit or part of that to you or on your behalf, and the date on which the first instalment is payable, will be payable monthly in arrears.
- 3.5 If you default on your repayment obligations, we will charge further interest on overdue amounts at the same rate as the interest rate applicable to the credit agreement, which will include fees, costs or charges not paid on or before the due date.

4 FEES, COSTS AND CHARGES

- 4.1 You must pay all fees, costs and charges specified in the quotation. We may from time to time vary any fees, costs or charges, but will not exceed the prescribed amount in terms of the NCA. We will give you notice of at least five business days before we make the change.
- 4.2 If you default on any obligation in terms of the agreement, we will charge default administration charges for the delivery of each default letter, and we may charge you the costs we incurred to collect on the debt.
- 4.3 All amounts that we pay or incur due to your default, including any amount we actually paid out relating to payment of renewal premiums on any insurance policy, including all legal costs charged on an attorney and client scale, counsel's fees, tracing fees and other collection charges, will be payable by you. These charges are payable to us on demand, all the payments being authorised by you and secured by the security (where applicable).
- 4.4 If you are required to pay or reimburse any costs, fees, expenses or disbursements under the agreement, you agree that this obligation includes the payment of value-added tax where applicable.

5 DISBURSEMENT OF THE LOAN

An agreement will come into effect only after a successful credit assessment and if you have given us an authenticated collection mandate where applicable. If we approve a loan for an amount that is lower than the amount you applied for, the information in the most recent quotation will apply to the loan and not the information disclosed in the earlier quotation. If you apply for a further loan, we have the right to settle your existing personal loan from the proceeds of the new loan. Depending on the type of loan you qualified for, the loan amount or the lesser amount, as we may approve, will be disbursed to the merchant or deposited into your nominated account. If you selected a split disbursement of the loan, a portion of the loan amount will be paid to the merchant and the remainder of the loan amount will be deposited into your nominated account.

6 PAYMENT OF INSTALMENTS

- 6.1 You must repay the loan amount together with interest, fees and charges as stated in the quotation. The payment may, in our discretion, be fulfilled through the authenticated mandate collection system or any other collection system that we may choose to use. If you do not pay on the due date or if we pay any amount on your behalf and we include this in the outstanding balance, we have the right to alter the monthly payments to amounts that we determine to ensure that your loan is repaid in the same period as stated in the quotation. If your

bank account is closed, inaccessible or has insufficient money to pay the debit order, we may apply the debit order to any bank account that you may have with us, subject to the provisions of the NCA. If you cancel the debit order authority, you must choose another payment method acceptable to us and let us know immediately. If you choose a payment method other than debit order, receipt of payment will be at your risk until we receive and process the payment.

- 6.2 You may pay any amount in advance or settle the agreement at any time. The amount required to settle the agreement is the outstanding capital, plus any unpaid fees and interest owing to or claimable by us up to the settlement date. You may pay any amount owed to us in advance at any time and we will allocate the payment as follows:
- 6.2.1 to pay any unpaid interest; then
 - 6.2.2 to pay any unpaid fees; and
 - 6.2.3 to reduce the amount of the principal debt.

7 IMPLICATIONS OF DEFAULT

Should you default on your obligations under this agreement, you will be liable to pay default administration charges and collection costs to us. We can claim the full amount outstanding in terms of this agreement from you, which will become immediately due and payable, together with any interest and all other amounts owing to us. Any amount in default or arrears will bear interest at the rate referred to in the quotation, calculated and capitalised monthly. Subject to clause 9, if you are in default, we may institute legal action against you, which may result in a court judgement against you, attaching your salary or property and selling your property to recover the loan, which will also result in a bad credit record. Whenever we take any legal steps against you, we will have the right to use microfilm and/or copies of any other relevant records.

8 PROCESS ON DEFAULT

- 8.1 If you are in default, we will give you written notice and propose that you refer this agreement to a debt counsellor, an alternative dispute resolution agent, the Consumer Court or the ombud with jurisdiction, with the intention that we resolve any disputes or develop and agree on a plan to bring payments up to date.
- 8.2 You agree that registered mail will be used for the delivery of legal notices to you.
- 8.3 If you applied for debt review under section 86 of the NCA and the review is not finalised within 60 (sixty) business days after you applied for it, we may send a notice terminating the debt review in terms of section 86(10) of the NCA.
- 8.4 We can only approach the court for an order enforcing this agreement if, at the time, you have been in default for at least 20 business days and at least 10 business days have elapsed since the default letter or notice referred to above has been delivered (which 10-day period may run concurrently with the 20-day default period) and you have failed to respond to the default letter or have rejected our proposal.
- 8.5 The nature and amount of your indebtedness, the applicable interest rate as well as the terms and conditions applicable to your relationship with us will be determined and proved by a written certificate from any of our managers or accountants, whose position we need not prove and which certificate will, on the face of it, be binding on you as a liquid document. Unless you can satisfy the court that the amount in the certificate is incorrect, it is agreed that we may take any judgment or order that we are entitled to in law based on the contents of the certificate.

9 APPLICATION FOR DEBT REVIEW

You have the right to apply to a debt counsellor to be declared overindebted. You may not apply to a debt counsellor to be declared overindebted if, at that time, we have started legal action. The debt counsellor will determine whether you are overindebted and, if you sought a declaration of reckless credit, the debt counsellor will decide whether any of the credit agreements appear to be reckless. The debt counsellor may reject your application, or may recommend that you and the respective credit providers consider and agree on a debt rearrangement plan. If the debt counsellor finds that you are indeed overindebted, they may issue a proposal recommending that the magistrate's court make an appropriate order. If the recommendation suggested by the debt counsellor is accepted by you and each credit provider, the order must be recorded in the form of an order, and if all parties consent, it may be filed as a consent order by the debt counsellor. If the debt counsellor rejects the proposal, you may, with leave of the magistrate's court, apply directly to the magistrate's court for an appropriate order.

10 ADDRESS FOR NOTICES

- 10.1 You agree that the residential address you gave in the quotation or the most recent address given to us in terms of clause 10.2 is your chosen *domicilium citandi et executandi*, which is the address to be used for purposes of legal proceedings and sending or delivering any legal notices to you.
- 10.2 Either party may change its address by delivering a written notice of the new address by registered mail or email.
- 10.3 A notice, order or other document that, in terms of the NCA, must be served on either party to this agreement will have been properly served when it has been delivered to that party or sent by registered mail to that party's last known address. If you have not told us of a change of address, we will continue to use the last address provided even though the information may be incorrect.
- 10.4 You may send any legal notices to:
The General Manager
Nedbank Group Legal
Physical address: Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196
- 10.5 Unless the contrary is proven, any legal notice sent by email to the chosen email address will be considered as having been received on the date of transmission.
- 10.6 Any document received by a party will be adequate written notice or communication to that party, even though it may not have been sent to or delivered at the chosen address.

11 GENERAL

- 11.1 This loan agreement contains everything we and you have agreed on and any change to it must be signed by both parties, unless stipulated otherwise. If either party decides not to use a right in this loan agreement, it does not mean that the right is lost in terms of this agreement. If a party wishes to give up a right in terms of this agreement, that party must provide the waiver in writing. Every undertaking in this loan agreement is separate from the others. If any clause is found to be unlawful or cannot be used for any reason, the other clauses will not be affected by its invalidity.
- 11.2 We have the right, without your consent, to cede, assign and transfer any of our rights or obligations in terms of this agreement to any third party. If any such cession, assignment or transfer constitutes a splitting of claims that requires your consent, you consent to that.
- 11.3 You are not entitled to cede, assign or transfer any right, title or interest in and to this agreement.
- 11.4 You are required to give us the information and/or documents as we may require, from time to time, about yourself or your spouse.
- 11.5 In terms of section 45 of the Magistrates' Courts Act, 32 of 1944, and at our option, any claim arising under this may be recovered in any magistrate's court having jurisdiction, and you consent to the jurisdiction of the magistrate's court. We have the right to approach a higher court if we wish to do so.

12 CONFIRMATION

You acknowledge the following:

- 1 A copy of the quotation, preagreement statement, terms and conditions and credit life insurance policy (where applicable) were made available to you.
- 2 If you have agreed to the credit life policy we proposed, you have read and understand the policy exclusions.
- 3 You understand the risks, costs and obligations associated with the agreement.
- 4 The quotation is valid for five days and that, once you have signed the quotation, preagreement statement and terms and conditions, you and we will enter into the agreement subject to a successful credit assessment and the provision of any security (where required).

You confirm that the above is a true and an accurate reflection of all the disclosures, documents and information given to you before entering into this agreement and your signature serves as proof of the confirmation. You warrant that your personal circumstances have not materially changed since the application for the agreement and that the details about your income and expenditure are true and correct.

DECLARATION BY CLIENT MARRIED IN COMMUNITY OF PROPERTY

You warrant that you have obtained your spouse's written consent, attested by two witnesses, and that you have the requisite authority and legal capacity to apply for the above agreement and to enter into any agreement pursuant to our approval of your application.

OR

DECLARATION BY CLIENT NOT MARRIED IN COMMUNITY OF PROPERTY

You warrant that you are not married in community of property and do not require the consent of a spouse to apply for the above credit products and to enter into any agreement after our approval of the application.