

These terms and conditions set out the general terms and conditions that apply to the relationship between you, the wholesale banking client, and us, the Bank (**Terms**). The Terms form part of and should be read together with any product (including banking facilities) or service specific documents (**Product Agreement**). These Terms will apply to you if you take up any products and / or services with the Bank.

## 1 Definitions

In these Terms, certain terms are capitalised. Where a term is capitalised, it has the meaning given to it below or in the Terms.

<b>Control</b>	the ability to directly or indirectly determine the strategic direction of an entity, whether by way of holding shares, having the power to appoint directors, through contractual rights or in any other way whatever and the term "Under Common Control" refers to two or more entities that are under the direct or indirect Control of the same person or entity.
<b>Law</b>	any law, ordinance, Regulation, judgment or order of any competent court, central bank or governmental agency or authority having the force of law in any relevant jurisdiction.
<b>Regulation</b>	any regulation, rule, official directive, request or guideline (whether having the force of law or not) or any directive analogous to the foregoing, of any governmental, intergovernmental or supranational body or any agency, department or regulatory or self-regulating body or other authority or organisation, with which the Bank has elected or is obliged to comply.
<b>SBG</b>	Standard Bank Group Limited together with every entity that is Controlled by Standard Bank Group or which is Under Common Control with Standard Bank Group.

## 2 Duration and Termination

These Terms will apply from the date of taking up any product or service with the Bank. The duration of these Terms corresponds to the duration as set out in any Product Agreement and will terminate when the last Product Agreement is terminated or expires in accordance with that Product Agreement. Any provisions of these Terms or those of any Product Agreement, where required or necessary, shall survive termination of these Terms and/or any Product Agreement.

## 3 Conflict

If there is a conflict (difference) between these Terms and the terms of a Product Agreement, the terms of the Product Agreement will apply.

## 4 Data Privacy

When we talk about **Personal Information** and **Process** we mean it as defined in the applicable data protection laws in the relevant market(s) where you operate, which information shall include bank account information.

To enable the Bank to provide products or services to you, you consent to us collecting your Personal Information and where lawful and reasonable, from public sources for credit, fraud, criminal and compliance purposes, as well as for the purposes set out below.

If you provide the Bank with Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to:

- provide the Bank with their Personal Information.
- consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided.
- receive any privacy notices on their behalf.

You consent to the Bank Processing your Personal Information:

- to provide these products and services to you now and any other products or services for which you may apply in future (including, without limitation, for the raising of any funding as may be required by the Bank from time to time).
- to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services)
- in countries outside the country where it is necessary for us to provide the products and services. These countries may not have the same data protection laws as the country where the products or services

are provided. The Bank will do its best to request the receiving party to accept the privacy and / or confidential policies, processes and/or requirements.

- by sharing your Personal Information with our third party service providers, locally and outside the country where the products or services are provided, in order to provide our services and/or products to you. We will request that these third party service providers accept the Bank's privacy and/or confidential policies, processes and/or requirements, if they need access to any Personal Information to carry out their services within the SBG.
  - within the SBG.
- You will find more about our Processing practices in our Privacy Statement available on the Standard Bank's Group website or on request.

## 5 Compliance

We screen all parties to keep you and us safe which includes screening related to anti-bribery and corruption, sanctions, anti-money laundering and prevention of terrorist financing. Screening ensures compliance with Law (domestic and international), Regulations, industry codes or similar.

You and we will always comply with (i) any applicable Law, including without limitation, any anti-bribery and corruption, anti-money laundering, sanctions, anti-terrorist legislation, practices relating to the protection of the environment and social responsibility and (ii) any restrictions and requirements imposed by any applicable Sanctioning Body. Any penalties arising under Law as a result of non-compliance with the foregoing by one of us, will be borne by that non-compliant party.

## 6 Sanctions

When we talk about a **Sanctioning Body** this means one or all of (i) The Office of Foreign Assets Control of the Department of Treasury of the United States of America; (ii) The United Nations Security Council; (iii) The European Union; (iv) Her Majesty's Treasury; (v) The French Ministry of Economy, Finance and Industry; and/or (vi) Any other sanctioning body referred to by the Bank.

When we talk about a **Sanctioned Entity** this means any natural or juristic person or country that has been sanctioned by a Sanctioning Body. The Bank will be able to suspend or terminate any product and or service where:

- You do anything that, would directly or indirectly benefit a Sanctioned Entity.
- You become the subject of Sanctions established by a Sanctioning Body.
- Any funds are seized, blocked or withheld in relation to you by a Sanctioning Body.
- It is found that a Sanctioned Entity owns or Controls more than 50% of you.

If we suspend or terminate your service in relation to a sanctions event, we will notify you.

## 7 Anti-Bribery and Corruption

The Bank has the right to report a violation or suspected violation of any anti-bribery and corruption regulations to the relevant regulatory body or law enforcement agency (**Regulator**), and act in accordance with their guidance which may include account suspension or closure, withholding of funds or stopping the processing of a transaction. The Bank will not be responsible for any losses, damages, costs, expenses that you may suffer in connection with the seizure, blocking or withholding of any funds by a Regulator, or any other action we take, on a Regulator's instruction.

You will be liable for any actions, proceedings, claims and/or demands that may be brought against the Bank where you have violated anti-bribery and corruption legislation.

The Bank has the right to end the relationship with you where the Bank has reasonable grounds to suspect you have violated anti-bribery and corruption legislation.

- 8 Anti-Money Laundering and Prevention of Terrorist Financing**  
The Bank must comply with Law and Regulation which include, know-your-client, suspicious transaction reporting, cash threshold reporting and reporting of property associated with terrorist and relates parties' requirements. It is compulsory for the Bank to report to the relevant authorities who may take further action.  
We monitor all Society for Worldwide Interbank Financial Telecommunication (**SWIFT**) payment messages and other message types (both inward and outward) which are routed through the Bank's safety and monitoring software, checking against many external and internal **Sanctioning Bodies** and watch lists.  
In carrying out our duties, we may screen and monitor the processing of payments to and from your bank accounts. The Bank may also request you to provide information about payments to or from your bank accounts and to complete or update your personal information and documents, which you agree to provide. We may also be required to end our relationship with you without warning or prior notice. We are not responsible for any losses or damages that you may suffer because of these checks, any delays or prohibitions or the right to end the relationship. This includes any loss of profits or savings that you otherwise may have expected to make.  
The Bank has the right to reject payment Instructions (and return funds less the standard processing fees) that do not contain complete details of the person sending the payment information and/or fail Sanctioning Body screening. We shall not be liable for any losses, damages, penalties or costs as a result of such payment rejections and/or funds returns made by us.  
You agree that the Bank will not be liable for the non-receipt of the funds by the recipient, the recipient's bank and/or agent where sovereign Law and Regulation affects the transmission of the funds.
- 9 Taxes**  
To the extent that an obligation falls on the Bank to due diligence and report information to any relevant revenue authority, the Bank will be responsible for ensuring full compliance with that obligation.
- 10 Instruction Authority**  
A written instruction (including electronic instruction) which the Bank believes is from you and is sent by you (or by a supposed duly authorised third party), to the Bank (**Instruction**) will constitute adequate written notice to the Bank.  
You authorise the Bank to accept and act on any Instruction which the Bank would ordinarily accept if the Instruction was presented in an original written format.  
**Should any Instruction later be shown to be in any way false, inaccurate, unauthorised or otherwise not authentic, this will not affect the Bank's rights and the Bank will not be liable for any losses, damages, costs or expenses in this regard.**
- 11 Independent Advice**  
You must take independent legal, tax, accounting and other advice relating to any product or service taken up with the Bank and not rely on any representation by the Bank.
- 12 Risk**  
**The Bank will not be responsible for any loss resulting from any matter, circumstance or event arising which is beyond the reasonable control of the Bank, including without limitation, uncontrollable natural forces, labour disputes, unrest, any type of restriction imposed (or action taken) by a Sanctioning Body or a government or statutory authority or any other third party, service interruption or power cut.**  
**Neither the Bank nor you will ever be liable for any indirect, punitive, special or consequential losses suffered or for any lost profits, lost revenue, loss of anticipated savings, lost business transactions, lost goodwill or any similar matter.**  
**The Bank will be liable for such part of any loss suffered by you as is proportionally equal to the degree of fault of the Bank in bringing about such loss as finally determined by a court of competent jurisdiction.**
- 13 Set-Off, Deductions and Withholdings**  
The Bank will be entitled to apply set-off in respect of any obligations owed as between the Bank and you as permitted by Law.  
Any amount payable to the Bank which is subject to deduction or withholding under Law (whether in respect of tax or otherwise) will be increased to the extent required to result in the Bank receiving the same amount as it would have received but for such deduction or withholding.
- 14 Fees**  
In return for providing you with products and services, you must pay our fees and charges as agreed between you and us in our pricing documents or Product Agreement, otherwise the Bank's customary fees or charges will apply.  
We will be entitled to deduct any amounts due from any bank account you hold with us.
- 15 Address for Legal Notices (Known in Law as Domicilium)**  
We will serve legal notices and process at the physical address we have on record for your entity or as specified in the relevant Product Agreement.  
You must send any legal notices or process to the Bank's address as recorded in the relevant Product Agreement, or where such address is not specified, to the address specified on our website.  
You must immediately inform the Bank if any of your details change.
- 16 General**  
We may replace, amend, supplement or delete these Terms at any time by providing you with notice, unless such amendment causes unreasonable and unconscionable prejudice to you. Any amendments to the Terms will create a new version of the Terms, which will supersede and replace the previous version and be binding on you and us from such date communicated in the notice, which will be aligned by us to Law or Regulation, where applicable.  
You and we will comply with any applicable Law.  
You and we will take reasonable steps to protect from disclosure, any non-public information of the other that comes into its possession.  
We will each always retain ownership of the intellectual property rights held by each of us and at no time will the other party obtain any right, title or interest to those rights.  
The Law of the country where the Bank is registered will apply to these Terms.  
Where these Terms refer to a Law, it means a Law as it stands on acceptance of these Terms and as the Law is changed from time to time. If a Law is replaced altogether, then the new Law that replaces the old Law will apply.  
Any concession which the Bank may allow you will not affect or substitute any of our rights in these Terms.  
If a particular provision, or part thereof, of these Terms is not lawful, that will not affect the validity of the rest of the Terms.  
You may not transfer any of your rights or delegate any of your obligations, unless we provide our prior written consent, which consent will not be unreasonably withheld or delayed.  
These terms and conditions contain the entire agreement between us in relation to these Terms and supersede all other documents between us in relation to this subject, always subject to any Product Agreement you take up with the Bank.