



Money Market Transactions General Conditions

The Customer acknowledges that these Terms govern the relationship between the Bank and the Customer with regard to the types of deposits made by the Customer with The Standard Bank of South Africa Limited's Global Markets Division: Money Market Desk as contemplated herein and further detailed below.

1. Definitions:

- a. **"Agreement"** means an agreement or document other than these Terms, as amended, varied novated or supplemented from time to time.
- b. **"API"** has the meaning assigned thereto in the SBSA API Terms and Conditions.
- c. **"Bank"** means The Standard Bank of South Africa Limited, acting through its Global Markets Division;
- d. **"Call Deposits"** means funds placed with the Bank and, amongst other terms, are redeemable on demand by the Customer;
- e. **"Customer"** means the natural or juristic person, as may be applicable, who from time to time may conclude Transactions with the Bank, whether acting as principal or agent;
- f. **"Days"** means calendar days unless qualified by the word "business", in which instance a **"Business Day"** shall be any day (other than a Saturday, Sunday or gazetted public holiday in the Republic of South Africa). Any reference to time shall be based upon South African Standard Time;
- g. **"Interest-Bearing Deposits"** means the following types of deposits:
 - (1) Call Deposits;
 - (2) Notice Deposits;
 - (3) Negotiable Certificate of Deposits (NCD's); and/or
 - (4) Term Deposits.
- h. **"Mudarabah"** means the principle in accordance with which a Shari'ah contract is concluded where the client provides capital in the form of a deposit and the Bank provides management and entrepreneurial skill, such capital managed by the Bank by investing at its discretion in Shari'ah-compliant assets or investments;
- i. **"JIBAR"** means the mid-market rate for 3 month deposits in South African Rand;
- j. **"Negotiable Certificate of Deposits"** means a certificate of deposit for funds placed with the Bank, which can be traded on the secondary market;
- k. **"Notice Deposits"** means funds placed with the Bank and, amongst other terms are redeemable on, depending on the agreed terms of such deposit, 24 or 48 hours' notice by the Customer to the Bank;
- l. **"Personal Information"** means information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- m. **"Process"** means any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information. **"Processing"** and **"Processed"** will have a similar meaning.
- n. **"Positive Amount"** means a value greater than ZAR0.00
- o. **"Profit"** means profit earned in respect of a Shari'ah Deposit.
- p. **"Money Market APIs"** means a suite of APIs of the Bank by means of which, *inter alia*, prevailing rates of interest may be streamed by the Bank to the Customer and the Customer may conclude Transactions with the Bank. The terms and conditions governing the use of the Money Market APIs are as stipulated in the SBSA API Terms and Conditions.
- q. **"SBSA API Terms and Conditions"** means the terms and conditions found at: <https://corporateandinvestment.standardbank.com/cib/global/products-and-services/global-markets>, or such other internet address as may replace the aforementioned internet address of which the Bank will notify the Customer in such fashion as the Bank may deem reasonable.
- r. **"Shari'ah Deposits"** means the following types of Shari'ah-compliant deposits which are based on the principle of Mudarabah:
 - (1) Call Deposits;
 - (2) Notice Deposits; and/or

- (3) Term Deposits.
- s. **“Takharuj”** means the Shari’ah concept of the termination of a contract, such as a Shari’ah Deposit, by mutual consent.
 - t. **“Terms”** means the terms and conditions contained in this document, as amended, varied, novated or supplemented from time to time;
 - u. **“Term Deposits”** means (i) in respect of a Term Deposit that is an Interest-Bearing Deposit, funds deposited with the Bank for fixed periods at fixed interest rates or linked to an underlying reference rate or index and (ii) in respect of a Term Deposit that is a Shari’ah Deposit, funds deposited with the Bank for fixed periods in respect of which profit is earned, such profit calculated using a weightage model based upon tenor and average daily balances subject to each such deposit;
 - v. **“Trade Date”** means the date upon which a Transaction is concluded;
 - w. **“Transactions”** means a transaction concluded between the Bank and the Customer in terms of which the Customer makes a deposit of a type contemplated herein with the Bank’s Money Market Desk, such type as agreed between the Bank and the Customer and being any of the Interest-Bearing Deposits and/or the Shari’ah Deposits;
 - x. **“Transaction Advice”** means the confirmation of a Transaction sent by the Bank to the Customer which confirmation shall be either written (which shall include emails) or confirmed through SWIFT;
 - y. **“Prime Rate”** means the interest rate (percentage, per annum, compounded monthly) from time to time published by the Bank as being its prime lending rate; and
 - z. **“Standard Settlement Instructions”** means the Customer’s banking details for settlement purposes which need to be provided to the Bank in writing.
2. The Bank may from time to time conclude Transactions with the Customer.
 3. Interest payments for each of the Interest-Bearing Deposits shall be stipulated in the Transaction Advice. The interest rate applicable to each Call Deposit that is an Interest-Bearing Deposit is not a fixed interest rate, but rather is an interest rate that fluctuates over time in such manner as determined by the Bank in its discretion, taking into account prevailing market conditions, and the Customer acknowledges and agrees to this. The Customer further acknowledges and agrees that the fluctuating nature of the interest rate applicable to such a Call Deposit is, and has since the inception of the Bank’s offering of such Call Deposits been, a feature inherent to such type of Transaction.
 4. Profit sharing in respect of Shari’ah Deposits:
 - a. The Bank will invest the capital subject to a Shari’ah Deposit in accordance with Mudarabah. If the Bank makes a Profit from its investment activities using the Customer’s capital, the Bank will share the Profit with the Customer as follows: the Customer and the Bank will each receive 50% of the Profit.
 - b. The amount of Profit earned in respect of a Shari’ah Deposit will be calculated by the Bank using the average daily balance of capital subject to such Shari’ah Deposit.
 - c. The amount of Profit will be determined according to weightages created by the Bank based on the tenor and amount of capital invested in a Shari’ah Deposit. The longer the tenor of investment and/or the higher the amount of capital invested, the greater the weightage will be. Information regarding the weightage allocated may be obtained at www.standardbank.co.za or from a branch of the Bank.
 - d. Profit is quoted as an amount per annum.
 - e. Profit will be paid at such intervals as the Customer had agreed with the Bank, whether it be monthly, quarterly, semi-annually, annually or at maturity of the Shari’ah Deposit.
 - f. If the date on which Profit must be paid falls on a day that is not a Business Day, we will pay you the profit on the first following Business Day.
 - g. No Profit share will be allocated if Shari’ah-compliant assets were not available during the period of investment and accordingly neither the Customer nor the Bank shall receive any share of any Profit. If Shari’ah-compliant assets are not available at any time during the period of investment, the Bank reserves the right to terminate the relevant Shari’ah Deposit, upon which the Bank will return to the Customer the amount of capital subject to such Shari’ah Deposit together with any outstanding amount of Profit.
 - h. The Customer appoints and authorises the Bank to dispose of or donate any impermissible or non-Shari’ah-compliant Profit accrued in respect of a Shari’ah Deposit as determined by the Bank’s Shari’ah Advisory Committee to charitable organisations on the Customer’s behalf without the Customer’s consent.
 - i. In order for a Shari’ah Deposit to be deemed as being Mudarabah and earn a Profit in respect thereof, the amount on deposit in terms of the Shari’ah Deposit must always be a Positive Amount.
 5. The capital subject to a Shari’ah Deposit is not guaranteed. A loss incurred in the investment of such capital may result in such capital being reduced.
 6. The Customer understands and accepts that each time it enters into a Transaction with the Bank:
 - a. it has made its own independent decision to enter into such Transaction and has given thorough consideration to tax, accounting, regulatory, legal and financial advice and will not receive any assurance or guarantee from the Bank (and no communication (written or oral) received from the Bank shall be deemed as such) as to the expected results of any Transactions;

- b. it is capable of assessing, evaluating and understanding (on its own behalf or through independent professional advice) the merits, terms, conditions and risks of transactions, and will each time upon having concluded a Transaction, be deemed to have assessed, evaluated, understood and accepted the same; and
 - c. the individual(s) dealing are authorised to instruct, give notice, request and acknowledge Transactions with the Bank.
7. Transactions will be valid and enforceable on both the Bank and the Customer whether it is concluded verbally (including, without limitation, telephonically), by means of an electronic trading platform, in writing or electronically (including, without limitation, by means of a Money Market API) or by means of email.
 8. As it concerns settlements in terms of which funds are to be settled to accounts that are not held in the books of the Bank, whether in terms of an amendment or a termination of a Transaction or otherwise, instructions as it concerns such settlement must, if such settlement is to be effected on the same date as the date on which such settlement instructions are received by the Bank (the “**Settlement Instruction Receipt Date**”), be received by the Bank before 15h30 on the Settlement Instruction Receipt Date, subject to such date being a Business Day, to ensure same day settlement. In the event of the Bank receiving such settlement instructions after 15h30 on a Business Day, or on a day that is not a Business Day, settlement will only be effected on the first following Business Day.
 9. The Bank has implemented a robotic solution (herein referred to as the “**Robot**”) for the automatic conclusion, amendment and/or termination of Call Deposit and Term Deposit Transactions (herein referred to as the “**Robot Transactions**”) and/or giving instructions in respect thereof. The following terms and conditions will apply as it concerns the Robot:
 - a. the Customer shall be entitled to utilise the Robot for the purpose of the conclusion, amendment and/or termination of Robot Transactions and/or giving instructions in respect thereof (the “**Purpose**”) only with the Bank’s explicit prior consent;
 - b. the Customer acknowledges and agrees that for it to utilise and/or communicate with the Robot for the Purpose, it would, unless otherwise agreed by the Bank, need to send a Microsoft Excel spreadsheet in a file format approved by the Bank by email (the “**Robot Email**”) to such email address of the Bank as instructed by the Bank from time to time;
 - c. subject to the timelines stipulated in paragraph 9(d) below, if the Customer utilises the Robot for purposes of the conclusion, amendment and/or termination of a Robot Transaction, the related Robot Email would have to be received by the Bank between 06:05 and 17:00 on a Business Day, and should the Bank receive such Robot Email after 17:00 on a Business Day, the Robot Transaction will be concluded, amended and/or terminated on the first following Business Day only and the Bank shall not be liable for any losses, costs and/or expenses suffered and/or incurred by the Customer, including any amount of interest; and
 - d. if the conclusion, amendment and/or termination of a Robot Transaction and/or instructions in respect thereof results in a settlement of funds and:
 - (1) the funds are to be credited to an account held in the books of the Bank, the related Robot Email would have to be received by the Bank between 06:05 and 17:00 on a Business Day;
 - (2) the funds are to be credited to an account not held in the books of the Bank, the related Robot Email would have to be received by the Bank between 06:05 and 15:30 on a Business Day, and should the Bank receive such related Robot Email after the time stipulated above, the related settlement will be effected only on the first following Business Day and the Bank shall not be liable for any losses, costs and/or expenses suffered and/or incurred by the Customer, including any amount of interest.
 10. Prior to entering into the first Transaction, the Customer must provide the Bank with Standard Settlement Instructions on a once off basis, which may be verified by the Bank. Any such Standard Settlement Instructions must be provided by the Customer to the Bank by 15h30 on a Business Day. Should a Transaction have been concluded and the Customer failed to provide the Bank with such Standard Settlement Instructions or failed to provide the Bank with such Standard Settlement Instructions timeously, the Customer’s failure shall entitle (but not obligate) the Bank to immediately cancel the Transaction and any losses and/or costs arising from this cancellation will be for the account of the Customer. Settlement of Transactions concluded, will be settled to the Bank account stipulated in such Standard Settlement Instructions. If the Standard Settlement Instructions are amended, the Bank must be notified in writing at least 7 (seven) Business Days prior to settlement of the respective Transaction. Should this not occur timeously and the Bank settles to the original Standard Settlement Instruction account, the Bank will not be held liable for any losses and/or damages the Customer suffers.
 11. The Customer shall be provided with confirmation of the Transaction in the form of a Transaction Advice. The Customer acknowledges that, should either party to these Terms become aware of any information in respect of a Transaction as contained in the Transaction Advice which it has reason to believe is incorrect, it will notify such other party immediately. Should the Bank, upon further investigation, discover that an error had occurred in respect of such Transaction, the Customer acknowledges and agrees that such error, whether resulting in a profit or loss to it shall be corrected, and irrevocably authorises the Bank to debit or credit its current account in the Bank’s books as well as any other account it may have with another financial institution, in such manner and extent as to place it and the Bank in the same position had the error not occurred.

12. Statements:
- a. As it concerns Interest-Bearing Deposits, the Customer may at any time request the Bank to provide it with a statement in respect of an Interest-Bearing Deposit. If the Customer believes that any such statement contains an error, the Customer may within 14 Days after the date of such statement contact the Bank in writing or enquire from a branch of the Bank with respect thereto. If the Customer does not notify the Bank of a suspected error in a statement within 14 Days after the date of such statement, such statement shall at the discretion of the Bank be deemed as correct.
 - b. As it concerns Shari'ah Deposits, the Customer acknowledges that it may upon request to the Bank receive a statement in respect of a Shari'ah Deposit.
13. From time to time the Customer and the Bank may agree to amend certain Transactions concluded between them. Upon the parties having agreed to amend such Transaction/s, the Customer acknowledges that the Bank will send an updated Transaction Advice. As it concerns:
- a. Interest-Bearing Deposits, an amount may be payable by either party to the other as determined by the Bank as a result of such amendment. Payment of the relevant amount of money (the "**Amendment Payment**") shall be made by means of a deposit into the bank account of the relevant party. Upon payment of the Amendment Payment having been effected, any remaining amounts that are owed by either party to the other under the Transactions shall remain due and payable in accordance with the amended terms; and
 - b. Shari'ah Deposits, all amendments of the relevant Transaction will be based on the Shari'ah principle of Takharuj.
14. The Bank will provide the Customer with instructions for correct referencing of settlements relating to Transactions. Any deposit made by the Customer to the Bank's account in respect of a Transaction where the Customer fails to include a correct reference, and this results in the Bank not being able to reconcile and credit the deposit to the Customer, the Bank shall not be obliged to pay any interest or Profit, as applicable, to the Customer for such funds held in the Bank's account until such time that the Bank has allocated it for the benefit of the Customer.
15. Early termination requests of Transactions by the Customer must be provided either telephonically, or in writing on the same day or prior to the required termination by the Customer, subject to the following:
- a. the Customer may be liable for, as it concerns Interest-Bearing Deposits all losses and/or costs, and as it concerns Shari'ah Deposits charges, owing to early termination of the Transactions as calculated by the Bank. The quantum of such losses, costs or charges, as applicable, will be prima facie proved by a certificate signed by an authorized representative of the Bank, whose appointment and authority it will not be necessary to prove;
 - b. any early termination of a Shari'ah Deposit will be based on the Shari'ah principle of Takharuj; and
 - c. the amounts payable as per paragraph 15(a) above may be offset against any interest or Profit, as applicable, accrued for the benefit of the Customer.
16. The Customer may not pledge or cede rights arising from the Transactions without the Bank's prior written consent.
17. The Customer acknowledges, understands and agrees that:
- a. the latest version of the Terms will be posted at <https://corporateandinvestment.standardbank.com/cib/global/products-and-services/global-markets/-money-markets> or such other internet address of which the Bank will notify the Customer in such fashion as it may deem reasonable. Each version of these Terms will be identifiable by the date of posting thereof, and the date will be contained in the Terms; and
 - b. all Transactions will be subject to such version of these Terms as was posted on the internet address referred to in paragraph 17(a) above at the date of conclusion of the respective Transaction and the Bank will keep record as to what version was posted on which dates, which record will be prima facie evidence of such fact.
18. These Terms are deemed to be incorporated in and applicable to each Transaction concluded, or to be concluded between the Bank and the Customer. **This includes any existing Transactions which settlement dates are still to fall due.** Each Transaction is subject to South African law and prevailing international and South African banking practice.
19. As it concerns an Interest-Bearing Deposit, in the instance that the Bank has entered into an ISDA Master Agreement with the Customer and the Interest-Bearing Deposit is a "Specified Transaction" under such ISDA Master Agreement, the Customer agrees that such Interest-Bearing Deposit will be interlinked with and indivisible from every other outstanding Transaction (as defined in the ISDA Master Agreement) and other Specified Transactions (as defined in the ISDA Master Agreement), unless the Bank in its sole discretion consents to have such outstanding Transactions (as defined in the ISDA Master Agreement) and other Specified Transactions (as defined in the ISDA Master Agreement) deemed as existing independently from one another. This means that all Transactions (as defined in the ISDA Master Agreement) will stand or fall together and:
- a. a breach by the Customer of any one Transaction (as defined in the ISDA Master Agreement) will be deemed a breach of all unsettled Transactions (as defined in the ISDA Master Agreement), unless the Bank in its sole discretion determines otherwise; and

- b. unless the Customer has the Bank's consent, it will not be entitled to enforce any one Transaction (as defined in the ISDA Master Agreement) without performing or tendering to perform all of its obligations under the remaining Transactions (as defined in the ISDA Master Agreement).
- 20.** As it concerns a Shari'ah Deposit, in the instance that the Bank has entered into an ISDA/IIFM Tahawwut Master Agreement with the Customer and such Shari'ah Deposit is a "Designated Future transaction" under such ISDA/IIFM Tahawwut Master Agreement, the Customer agrees that such Shari'ah Deposit will, when entered into and constituting a "Transaction" (as defined in the ISDA/IIFM Tahawwut Master Agreement), be interlinked with and indivisible from every other outstanding Transaction (as defined in the ISDA/IIFM Tahawwut Master Agreement) and Specified Transactions (as defined in the ISDA Master Agreement), unless the Bank in its sole discretion consents to have such outstanding Transactions (as defined in the ISDA/IIFM Tahawwut Master Agreement) and Specified Transactions (as defined in the ISDA/IIFM Tahawwut Master Agreement) deemed as existing independently from one another. This means that all Transactions (as defined in the ISDA/IIFM Tahawwut Master Agreement) will stand or fall together and:
- a. a breach by the Customer of any one Transaction (as defined in the ISDA/IIFM Tahawwut Master Agreement) will be deemed a breach of all unsettled Transactions (as defined in the ISDA/IIFM Tahawwut Master Agreement), unless the Bank in its sole discretion determines otherwise; and
 - b. unless the Customer has the Bank's consent, it will not be entitled to enforce any one Transaction (as defined in the ISDA/IIFM Tahawwut Master Agreement) without performing or tendering to perform all of its obligations under the remaining Transactions (as defined in the ISDA/IIFM Tahawwut Master Agreement).
- 21.** The Bank is entitled (but not obligated) to summarily cancel any or all Transactions which settlement dates are still to fall due and also claim from the Customer any damages the Bank may suffer in consequence thereof, if the Customer:
- a. is in any way in breach of its obligations under any Transaction;
 - b. is in breach of any provision of these Terms which imposes an obligation/s on it;
 - c. sustains a change in shareholding that the Bank deems as material and/or in conflict with any of the Bank's internal policies (including, but not limited to, any compliance policies);
 - d. takes steps to deregister itself or is deregistered;
 - e. commits an act which would be an act of insolvency as defined in the Insolvency Act 24 of 1936 (as amended);
 - f. allows any judgment against it to remain unsatisfied for a period of 7 (seven) Days, unless it provides the Bank with suitable evidence that an appeal has been noted against such judgment;
 - g. compromises or attempts to compromise or defer payment of any debt owing to any of its creditors;
 - h. is placed under any provisional or final order of judicial management or winding-up, other than for the purposes of an amalgamation or reconstruction approved by the Bank; and/or
 - i. takes steps to reorganise and/or restructure itself in terms of business rescue proceedings as defined in the Companies Act 71 of 2008.
- 22.** To the extent that the Customer is acting as an Agent on behalf of the underlying counterparties, the Customer warrants and represents that in respect of each Transaction concluded:
- a. it will be acting as agent under the mandate of the relevant counterparty;
 - b. at the time of entering into any Transaction, it has and will have full authority to enter into the Transactions on behalf of the respective counterparty and to bind that counterparty to the terms thereof and to use the assets of the counterparty which are managed by it to meet the obligations of the counterparty arising thereunder, including where necessary, authority to sell any assets of the counterparty to meet such obligations and it will only enter into the Transactions that fall within the scope of such authority;
 - c. the person/s who authorised it to act on behalf of the counterparty was/were duly authorised to give such instructions, that such instructions have not been revoked and that it will act strictly in accordance with those instructions;
 - d. that it has full legal capacity and power (whether under its own constitution, or any other applicable law, statute, regulation or otherwise) to enter into and perform its obligations under the respective Transaction; and
 - e. the counterparty has represented to it that any authorisation or governmental, regulatory or other consent, license or requirement necessary for the counterparty and/or it on behalf of the counterparty to enter into each Transaction has been or, by the time it is entered into, will have been obtained or satisfied.
- 23.** To the extent that the Customer is acting as an Agent on behalf of underlying counterparties, the Customer agrees that in the event that the warranties and representations provided by it herein above are untrue or no longer in effect that the Customer shall be deemed to have entered into the Transactions as principal and shall be liable for the obligations created hereunder as principal for that respective underlying counterparty.
- 24.** Protection of Personal Information:
- a. The Customer consents to the Bank collecting any Personal Information from the Customer and where lawful and reasonable, from public sources for credit, fraud and compliance purposes, as well as the purposes set out below.

- b. If the Customer gives the Bank Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), the Customer confirms that it is authorised to:
 - (i) give the Bank the Personal Information;
 - (ii) 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; and
 - (iii) receive any privacy notices on their behalf.
 - c. The Customer consents to the Bank Processing their Personal Information:
 - (i) to provide products and services to the Customer in terms of these Terms and any other products and services for which the Customer may apply;
 - (ii) to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the Bank's business (this includes improving existing and developing new products and services);
 - (iii) in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where the Bank can, it will ask the receiving party to agree to its privacy policies;
 - (iv) by sharing its Personal Information with the Bank's third-party service providers, locally and outside the country where the products or services are provided. The Bank asks people who provide services to it to agree to the Bank's privacy policies if they need access to any Personal Information to carry out their services; and
 - (v) within the Group (being Standard Bank Group Limited, its subsidiaries and their subsidiaries).
 - d. The Customer acknowledges that it will find the Bank's Processing practices in the Group's privacy statements. These statements are available on the Group's websites or on request.
 - e. If the Customer is unsure about its tax or legal position because its Personal Information is Processed in countries other than where it resides, the Customer should get independent advice.
- 25.** These Terms shall be interpreted in accordance with, and governed in all respects by, the laws of the Republic of South Africa. The High Court of South Africa (South Gauteng High Court, Johannesburg) or any successor thereto, shall have non-exclusive jurisdiction for the purpose of all or any legal proceedings arising from or concerning this Agreement.
- 26.** If any paragraph, provision, clause or term of these Terms should be invalid, unenforceable or illegal, then the remaining terms and provisions of these Terms shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of these Terms.
- 27.** These Terms shall be binding on the entity (natural and juristic persons included) on whose behalf it has been agreed to or otherwise accepted.