



I/We _____ confirm that the information in the application form is true and correct and that you may use such information to assess the loan application. I/we understand that materially incorrect information could lead to this loan facility being withdrawn, and intentional or negligent disclosure may lead to possible criminal liability. If I request you to send me a statement or other information by email, I/we agree to indemnify you against any claim or liability that may arise or be made by any person (including myself) against it because of the supply of such information by email.

1. DEFINITIONS

- 1.1 **"Agreement"** means these terms and conditions
- 1.2 **"Credit Reference Bureau"** means all registered credit reference bureaus being utilised by the Bank from time to time;
- 1.3 **"Customer Credit Information"** means information concerning:
 - 1.3.1 your credit history, including applications for credit, credit agreements to which you are or have been a party, pattern of payment, or
 - 1.3.2 default under any such credit agreements, the incidence of enforcement actions concerning any such credit agreement, and the circumstances of termination
 - 1.3.3 your financial history, including your past and current income, assets and liabilities and other matters relating to your income and financial means;
 - 1.3.4 your education, employment, career, professional or business history, including the circumstances of termination of any employment, career, professional or business relationship; or
 - 1.3.5 your identity, including your name, date of birth, identity number, marital status and family relationships, past and current addresses and other contact details and related matters.
- 1.3.5 **"Electronic communication"** shall mean any communication sent via telex, fax, e-mail, short message service, data message or any other mode of electronic communication
- 1.4 **"Group"** means Standard Bank Namibia Limited and its subsidiaries.
- 1.5 **"Bank Related Entity"** means an Affiliate or subsidiary of the Bank
- 1.6 **"Electronic communication"** shall mean any communication sent via e-mail, short message service, data message or any other mode of electronic communication
- 1.7 **"Marketing channels"** shall mean notices issued by the Bank through social media platforms and branches.
- 1.8 **The Bank** (we, us, our) means Standard Bank Namibia Limited, its successors and assigns.
- 1.9 **"Personal Information"** is 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,
- 1.10 **"OD Facility"** means Overdraft Facility
- 1.11 **"Process"** means any operation or activity, automated or not, concerning Personal Information, including alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination using 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.
- 1.12 **"Sanctioned"** means listed on all or any of the Sanction Lists and/or subject to any other sanctions.
- 1.13 **"Sanctions"** means restrictive and/or punitive actions imposed for political, commercial or any other reasons from time to time by any one of the following regimes:
 - 1.13.1 A regulatory body duly authorised to issue such sanctions;
 - 1.13.2 Her Majesty's Treasury of the United Kingdom ("HMT");
 - 1.13.3 the Office of Foreign Assets Control of the Department of Treasury of the United States of America ("OFAC");
 - 1.13.4 the United Nations Security Council ("UNSC");
 - 1.13.5 the European Union's Common Foreign and Security Policy ("EU") (each a "Sanctioning Body").
- 1.13.6 **"Sanction List"** means the Specially Designated Nationals and Blocked Persons, List of a regulatory body duly authorised to issue such sanctions, list of OFAC and/or the UNSC list of persons or entities suspected to be involved in terrorist-related activities or the funding thereof and/or any other list of HMT and/or EU.
- 1.13.7 **"Demand date"** shall mean the date a debit order is processed and deducted from your account. It is the day the bank "strikes" the account to collect the agreed-upon payment.
- 1.13.8 **"Written notice" or in writing** shall include electronic communication

2. REPAYMENT, PERIOD AND LIMIT

- 2.1. The OD Facility is repayable on demand or repayment, in which event it shall become due and payable on terms as prescribed by the Bank, and the Bank shall provide notice in writing or before demand.
- 2.2. The limit for the OD Facility may be terminated by the Bank on written notice to you, in which event the relevant facilities shall immediately be cancelled and become due and payable.
- 2.3. The limit for the OD Facility may be reduced by the Bank on written notice to you, in which event all amounts more than the reduced limits shall immediately become due and payable.
- 2.4. The OD Facility is granted for one year (12 months) from the date of the overdraft application. Following standard practice, the Bank will review the facility before that date and inform you in writing if it is placed on repayment.

3. INTEREST

- 3.1. The interest rate applicable to your OD Facility is calculated on a 365-day year, irrespective of whether it is a leap year.
- 3.2. The total interest payable to the OD Facility is unknown or determinable.
- 3.3. Your interest payable is calculated daily on the outstanding balance, charged monthly in arrears on a date convenient to us, and due and payable on the strike or demand date. Any interest unpaid on the due date will be capitalised on that date.
- 3.4. We may occasionally vary the interest rate applicable to your OD Facility if this rate does not exceed the legal maximum permissible rate, where applicable. If we do so, we will advise you through our marketing channels and or by written notice. However, failure to advise you will not prejudice the Bank's right to recover the interest charged after such amendment.
Should the account be overdrawn, the bank shall be entitled to charge an excess fee.

4. RENUNCIATION OF BENEFITS

- 4.1. You renounce the benefits of the following defences to any claim brought by us:
 - 4.1.1. you have received no value for your obligations to us;
 - 4.1.2. no money has been paid to you;
 - 4.1.3. there is no underlying cause for your indebtedness to us, and we will revise our accounts for your indebtedness if they are incorrect. You declare that you understand the meaning and effect of the above defences



5. CERTIFICATE OF AMOUNT OWING

- 5.1. A certificate signed by any of our managers or branch administrators, whose appointment need not be proved, will be sufficient proof, unless the contrary is proved, of the following stated in the certificate:
- 5.1.1. the amount of the debt at any time;
 - 5.1.2. the fact that the debt is due and payable;
 - 5.1.3. the rate of interest payable;
 - 5.1.4. the date from which the interest is calculated, and
 - 5.1.5. any other matter relating to the debt.

6. CONSENT TO DISCLOSURE OF CONFIDENTIAL INFORMATION

- 6.1. You hereby
- 6.1.1. Irrevocably, consent to us collecting, receiving, compiling and retaining any Customer Credit Information about you for purposes of:
 - 6.1.1.1. assisting us in performing our statutory assessment of your creditworthiness,
 - 6.1.1.2. deciding whether to grant you the OD Facility,
 - 6.1.1.3. monitoring your credit profile should we grant you the OD Facility;
 - 6.1.1.4. instructing third-party service providers for the collection of overdue amounts and
 - 6.1.1.5. filing our Customer Credit Information with the Credit Reference Bureau.
 - 6.1.2. consent to the receipt, sharing, provision and exchange of data with Credit Reference Bureau and with other licensed financial institutions and microfinance deposit-taking institutions through the Credit Reference Bureau if you reserve the right to lodge a complaint with the Credit Reference Bureau or to challenge any Customer Credit Information held by the Credit Reference Bureau in your respect;
 - 6.1.3. acknowledge that the Customer Credit Information obtained may include positive or negative information regarding your payment record;
 - 6.1.4. acknowledge that the Credit Reference Bureau is required by law to collect negative information on the background and credit history;
 - 6.1.5. consent to the collection, recording, retention and submission of all data relating to your economic, financial and commercial obligations to determine your overall debt exposure and ability to pay
7. By using this product and drawing on the loan amount, you agree to these terms and conditions and give express consent to us to follow the relevant recovery or collection processes, including the sharing of your Customer Credit Information with our assigns, agent or third-party service providers tasked with the recovery or collection process
- 7.1. You will pay all the fees, costs and charges referred to in this agreement and all fees, costs, charges, taxes, and duties we may incur or pay in connection with the preparation, conclusion or enforcement of the overdraft facility, including:
 - 7.1.1. Legal costs, including costs between attorney and own client, collection commission, tracing fees and other fees or disbursements incurred in collecting or endeavouring to collect all or any amounts owing to us with value-added tax, where applicable.
 - 7.1.2. Any increase in fees, costs and charges as determined and published occasionally.
 - 7.2. The charges shall be reviewed annually, and you hereby accept the implementation of annual cost increases.

8. DATA PROTECTION

- 8.1. You consent to us collecting your Personal Information from you, where lawful and reasonable, from public sources for credit, fraud, and compliance purposes, as well as the purposes set out below.
- 8.2. If you give us 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 (a) give us the Personal Information; (b) 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 (c) receive any privacy notices on their behalf.
- 8.3. You consent to us Processing your Personal Information:
 - 8.3.1. to provide products and services to you in terms of this agreement and any other products and services for which you may apply;
 - 8.3.2. 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);
 - 8.3.3. in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as those where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;
 - 8.3.4. by sharing your Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services, as well as within the Group and its Affiliates.
- 8.4. Our processing practices and privacy statements are on the Group and its Affiliates' websites or available on request.
- 8.5. If you are unsure about your tax or legal position because your Personal Information is Processed in countries other than where you live, you should get independent advice.

9. SANCTIONS

- 9.1. You hereby declare, warrant, represent and undertake to the Bank that on the date of signature hereof and as a continuing warranty and representation for the duration of this Agreement and any agreed renewals, that:
 - 9.1.1. You are not Sanctioned;
 - 9.1.2. will not use (or otherwise make available) the proceeds under this Agreement for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions;
 - 9.1.3. you will not contribute or otherwise make available, directly or indirectly, the proceeds under this Agreement to any other person or entity if such party uses or intends to use such proceeds to finance the activities of any person or entity which is subject to any Sanctions;
 - 9.1.4. you are not involved in any illegal or terrorist activities;
 - 9.1.5. none of your accounts held with the Bank are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law; and
 - 9.1.6. you are currently or in the foreseeable future not the subject of any sanctions investigation and shall notify if you or your surety and/or grantor becomes the subject of a sanction investigation
- 9.1.7. You hereby indemnify and hold the Bank and/or any Bank Related Entity harmless against any actions, proceedings, claims and/or demands that may be brought against the Bank and/or Bank Related Entity and all losses, damages, costs and expenses which the Bank and/or Bank Related Entity may incur or sustain, in connection with or arising out of:
 - 9.1.7.1. the seizure, blocking or withholding of any funds by any Sanctioning Body; and
 - 9.1.7.2. the breach of any warranties as set out herein above.
- 9.2. You shall pay under the above indemnity on demand by the Bank or other Bank Related Entity. The provisions of this paragraph constitute a stipulation for the benefit of each Bank Related Entity that is not a direct party to this Agreement and is capable of acceptance by such Bank Related Entity at any time and in any manner permitted by law.
- 9.3. The Bank shall terminate this Agreement where you, surety and/or guarantor;
 - 9.3.1. becomes the subject of sanctions established by a recognised sanctioning Body and/or
 - 9.3.2. acts to, directly or indirectly benefit any party against whom a Sanctioning Body has established sanctions.
- 9.4. If we terminate this Agreement in terms of clause 9.3 above, the OD Facility shall immediately become due and payable.



10. SET-OFF

In the event of default, we may at any time without further notice to you, and notwithstanding any settlement of amounts or other matter whatsoever, consolidate or combine all or any of your existing accounts with us, including those held in our name or yours alone, (whether current, investment, loan or any other accounts of any nature whatsoever whether subject to notice or not) and set off or transfer any sum standing to the credit of any one or more accounts in or toward satisfaction of any obligations or indebtedness towards us, whether those liabilities be present, future, actual, contingent, security, joint or several. You waive any rights of set-off that you may have, as permitted by law.

11. CHANGES IN THE LAW

We may immediately amend the pricing structure of the OD Facility if there is any change in the law, statute, regulation, ruling, directive, policy or any similar event with which we are legally obliged to comply, resulting in an increase in cost to us. If we do so, we will advise through various methods, these include but not limited to the media, written advice, notices on Automated Teller Machines (ATM) and inside our branches, electronic communication and any other means that we may deem necessary from time to time.

12. VARIATION

We may change the terms and conditions in the event described in clauses 2, 3, and 7. However, no variation of these terms and conditions and any other terms and conditions relating to the OD Facility shall be of any effect unless it is recorded in writing.

13. GENERAL

- 13.1 No relaxation or indulgence we grant you is a waiver of any of our rights or a novation of any of the terms and conditions of this agreement.
- 13.2 This loan is governed by and construed according to the laws of the Republic of Namibia. These laws will determine all disputes, actions, and other matters.
- 13.3 You hereby consent to the non-exclusive jurisdiction of the High Court of Namibia.

14. ACKNOWLEDGEMENT, CONFIRMATION AND CONSENT

- 14.1 You warrant that you have fully and truthfully answered all questions and responded to our requests for information relating to the agreement.
- 14.2 You confirm that you understand and appreciate the risks and costs inherent in the agreement and your rights and obligations under the agreement.
- 14.3 We offer you 5 (Five) working days to read, understand, and negotiate (if applicable) the terms and conditions and become acquainted with them before accepting them.
- 14.4 To learn the terms and conditions, contact your nearest branch or customer contact centre, 92860 Toll-Free and Landline +264 61 29 42 136.
- 14.5 By taking the Loan, the Applicant acknowledges that the Borrower immediately requires the Loan and hereby waives the 5 (Five) working days to read, understand, and/or negotiate the agreement. The applicant requests the Bank immediately provide the Loan and is irrevocably bound to the terms of the Agreement.

15. PERMISSION TO MARKET PRODUCTS AND SERVICES

- 15.1.1 As part of our service, companies in our group may offer products and services that we believe will benefit you. To do this, these companies will need your details from us.
- 15.1.2 We sometimes research our market to help us improve our products and services. We do so only if we believe that the information may interest you. Your contact details remain confidential and are not given to these companies unless you indicate interest in the offer.
- 15.1.3 The research companies we use follow strict codes of conduct and treat customers' information confidentially.
- 15.1.4 From time to time, we will share offers from the bank for your consideration.
- 15.1.5 We sometimes tell our customers about other Companies, products, and services. We do so only if we believe that the information may interest you. Your contact details remain confidential and are not given to these companies unless you indicate that you are interested in the offer.
- 15.1.6 By accepting the Terms and Conditions, you agree to the above. We will allow you to opt out if you are no longer interested.

16. ACCEPTANCE

I accept the provisions and the terms and conditions in this document.

Signed at _____ on the _____

Applicant's Signature:

Witness's Signature:

Witness's Signature:

Managers/ Authorised
Officer's Signature: