Private Clients

7 Merchant Place
9 Fredman Drive,
Sandton, Johannesburg
PO Box 62164
Marshalltown 2107

Web: www.fnb.co.za/private-banking
Tel: 087 575 4727

QUOTATION

Private Clients First Bond

		Reference Number:	763/BLN/04/2025
Mr DM Potgieter		Identity No:	9005085114080
("the Customer")		Consultant:	Lee-Ann Koen
Tel Number: 0724186867		Consultant's tel number:	(278) 365 7505
Email Address: dewald@blackhound.co.za		Mortgage Originator:	BetterBond_PE_1

54 Norfolk Street
Sherwood
Port Elizabeth
6025

9 April 2025

Dear Mr Potgieter

1. Introduction

FirstRand Bank Limited Registration Number 1929/001225/06 its order, successors in title or assigns ("the Lender") hereby offers a home loan to the Customer on the terms and conditions contained in this quotation and the pre-agreement statement. This home loan will be granted against the security of a guarantee granted in favour of the Lender by FirstRand Mortgage Company (RF) Proprietary Limited, with registration number 2015/042866/07, an authorised financial services provider and registered credit provider (NCRCP 10700) ("the Security Company"). This guarantee will be granted on the basis that the Customer indemnifies the Security Company against claims which the Lender may make against the Security Company in terms of the guarantee ("the Indemnity").

The Customer's obligations under the Indemnity will be secured by the registration of an indemnity covering mortgage bond over the property as described in the cost of credit section below, securing in the capital amount in favour of the Security Company ("the Bond") and by a cession in security of all amounts arising out of any lease, sale, expropriation, appropriation for road purposes or any other alienation or encumbrance of the mortgaged property as specified in the Indemnity, in favour of the Security Company.

This quotation and the pre-agreement statement will be governed by the National Credit Act 34 of 2005 ("the Act") if applicable. In the interpretation of this quotation and the pre-agreement statement, unless the context otherwise requires or indicates, words signifying the singular or plural shall include the other, any one gender shall include the other gender and persons shall include natural and juristic persons. A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date and as amended or substituted from time to time.

This application was granted on the 9th of April 2025.

2. Cost of Credit

CATEGORY	DESCRIPTION	AMOUNT
2.1. Principal debt	The amount which will be advanced to the Customer or on his/her behalf on registration of the Bond over Erf 978, Town: "PORT ELIZABETH CENTRAL", Mun: "NELSON MANDELA BAY METROPOLITAN MUNICIPALITY", Province: "EASTERN CAPE", ("the Property").	R 726,000.00
2.2. Initiation fee (VAT inclusive)	This fee will be debited to the home loan account on date of registration. The Customer may pay this amount upon registration by depositing it into the home loan account. Should it not be paid on registration, the amount will be added to the outstanding balance and will therefore incur interest charges.	R 6,037.50
2.3. Future use amount	Amount not yet availed of. This amount may only be applied for 6 (six) months after the Bond has been registered.(This rule will not apply for Solar loan applications). Application will be subject to the	R 200,000.00

	Lender's credit assessment criteria.	
2.4. Additional amount	This is an additional security amount to cover all interest, fees, charges and legal costs incurred and damages suffered by the Lender in the event of default by the Customer. No bond registration costs in relation to this amount will be charged to the Customer.	R 186,000.00
2.5. Capital amount	This amount is the maximum secured amount in terms of the Bond which is made up of the principal debt, future use amount and the additional amount.	R 1,112,000.00
2.6. Monthly service fee (VAT inclusive)	Monthly account fee.	R 69.00
2.7. Interest rate	The variable interest rate is linked to, and adjusted with each change in the prime lending rate as publicly quoted from time to time.	10.83 % nominal per annum
2.8. Total interest charges*	Interest will be calculated on a 365 day year regardless of whether the year is a leap year.	R 1,743,860.08
2.9. Total sum of charges*	Total sum of the initiation fee, monthly service fees and interest charges.	R 1,774,737.58
2.10. Repayment amount*	Monthly repayment amount. ***This repayment amount excludes any service fees, home owners cover and where applicable credit life insurance premiums.***	R 6,877.49
2.11. Term	Number of monthly repayments.	360 months
2.12. Home owners insurance	The Lender and/or the Security Company requires insurance over the Property, from the date on which the risk passes to the Customer and for the full recommended replacement value for the term of the loan in the amount of: -	R 1,937,280.00
	The following estimated insurance premiums are simply indicative of average premiums given the replacement value and are not based on the Customer's individual pricing or chosen insurance service provider. Estimated premiums are subject to the Customer's individual risk profile and chosen insurance provider.	
	Estimated annual premium (If the annual premium is debited to the home loan account it will be added to the outstanding balance and will incur interest charges).	R 6,007.00
	Estimated monthly premium.	R 550.64
	Estimated insurance premiums payable over the term of the loan.	R 120,140.00
	For the Customer's convenience, FirstRand Short-term Insurance Limited, with registration number 2018/234369/06, an authorised financial services provider, will provide a quotation and necessary disclosures to the Customer separately from this quotation.	
	The Customer has the right to waive a policy proposed by the Lender and substitute the proposed policy with a policy of his/her own choice that meets the Lender's requirements.	
	If the Lender receives a commission it will not exceed the maximum as prescribed by the Short Term Insurance Act No 53 of 1998, as amended.	
2.13. Credit life insurance	Unless specifically stated in the special terms and conditions of this quotation, a credit life or mortgage protection policy covering the life of the Customer/s to pay off the total outstanding obligations to the Lender should an insured event occur is not required. If the Customer does not hold adequate credit life or other life assurance cover, it is recommended that consideration be given to obtaining sufficient cover that will provide peace of mind should an insured event occur that may jeopardise future payments on this account.	
2.14. Total amount repayable*	This amount is the sum of the principal debt, home owners cover premiums, interest and all charges for the full term of the loan.	R 2,620,877.58
2.15. Cost of credit multiple*	This indicates the number of times the Customer will repay the principal debt amount over the term of this loan. This is the total amount repayable divided by the principal debt amount, expressed as a ratio.	3.61

2.16. Default administration charges	2.16.1. Default administration charges will be equal to the amount payable in respect of a registered letter of demand in undefended actions in terms of the Magistrate's Court Act 1944, as amended, in addition to any reasonable and necessary expenses incurred in delivering such letter. 2.16.2. Default administration charges will be imposed in respect of each letter necessarily written in terms of Part C of Chapter 6 of the Act, namely: - 2.16.2.1. if the Customer is in default under the Agreement, the Lender may draw such default to the Customer's notice in writing and propose that the Customer refers the Agreement to a Debt Counsellor or an Ombud with jurisdiction; 2.16.2.2. if the Customer is in default under the Agreement, which is being reviewed in terms of Section 86 of the Act, the Lender may, in respect of the Agreement, give notice to the Customer to terminate the review in the manner prescribed by the Act.
2.17. Collection costs	2.17.1. Collection costs may not exceed the costs incurred by the Lender in collecting the debt: 2.17.1.1. to the extent limited by Part C of Chapter 6 of the Act, as amended; and in terms of: - 2.17.1.1.1. The Supreme Court Act 1959, as amended; 2.17.1.1.2. The Magistrate's Court Act 1944, as amended; 2.17.1.1.3. The Legal Practice Act 28 of 2014, as amended; or 2.17.1.1.4. The Debt Collectors' Act 1998, as amended whichever is applicable to the Court approached by the Lender to enforce the Agreement. 2.17.2. Collection costs on the attorney and client scale will be charged by the Lender in the event of the Lender having to enforce the terms and conditions of the Agreement.
2.18. Variable amounts*	The amounts reflected above are subject to change during the term of the Agreement, as a variable interest rate may be applicable to the outstanding balance, and fees and charges which may change from time to time in accordance with legislative amendments if applicable.
2.19. Repayment date	The repayment amount shall be paid by debit order on the 24th day of each month ("Repayment Date"). If registration occurs more than 15 (fifteen) days before the Repayment Date, the first repayment will be due on the first occurring Repayment Date. If registration occurs within 15 (fifteen) days of the first Repayment Date, the first repayment will be due on the second Repayment Date. Should the Customer fail to nominate a Repayment Date then the Repayment Date will be the 1st day of each month.
2.20. Registration attorney/conveyancer	Please note that the Lender's attorneys will contact the Customer shortly to finalise the necessary documentation. Should the Customer wish to contact the attorney, their details are as follows: Contact: PAGDENS INC - PORT ELIZABETH Telephone no: 041 502 7200

*These amounts and the ratio are calculated based on the assumption that:

- the principal debt is advanced to the Customer or on his/her behalf upon registration of the Bond;
- the initial variable interest rate will apply;
- the Agreement will not extend beyond the term; and
- the Customer accepts the Home owners insurance premiums quoted above.

Subject to any amendment to the Act or a change in the prime lending rate which will affect the above quoted amounts, this quotation is valid for a period of 5 (five) business days from date hereof.

Should the Customer accept this quotation, the Customer must acknowledge his/her acceptance hereof by initialing each page and affixing his/her signature where applicable hereunder. Please ensure that this quotation, duly signed, is returned to the Lender within the stipulated 5 (five) business days from date hereof.

No amendments may be made to this quotation and any amendments will render this quotation null and void.

Should the Customer have any queries regarding this quotation, the Customer must contact the Lender.

3. *Acceptance and Declaration*

I declare, confirm and acknowledge that:

3.1. To the best of my knowledge and belief the information provided to the Lender in respect of this quotation is true, accurate and complete.
3.2. I am able to afford the repayments as set out herein.
3.3. I shall be bound by any agreement recorded telephonically and/or any agreement electronically communicated between myself and the Lender.

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3.4. Should any circumstances change that may affect the granting of this loan, the Lender reserves the right to withdraw from this quotation.
3.5. I have received, read and understood the terms and conditions in the pre-agreement statement.
3.6. I accept the terms and conditions of this quotation.
3.7. I accept that the onus is on me to source an alternate quote from another insurance provider of my choice, should I so wish.
3.8. I accept that the Lender provides the required information and requests, on my behalf, a quote for home owners comprehensive insurance cover from FirstRand Short-term Insurance Limited.
3.9. The payout of funds cannot be processed until all the account holders have been identified in terms of the Financial Intelligence Centre Act, 38 of 2001 requirements.

4. Signature Clause

I/we have read, understood and agree to be bound by the terms and conditions relating to this quotation.
(If married in community of property, then both spouses are to sign.)

Dewald Mathys Potgieter

Customer - Full Name/s and Surname

Signature

10/04/2025

Date (dd/mm/yyyy)

Consent of Surety (if applicable)

I/we have read, understood and agree to be bound by the terms and conditions relating to this quotation.
(If married in community of property, then both spouses are to sign.)

Surety - Full Name/s and Surname	Surety - Full Name/s and Surname
Signature	Signature
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)

Companies, Close Corporations, Trusts and Associations (if applicable)

For and on behalf of

in his/her capacity as

pursuant to a Resolution dated the day of 20

a certified copy whereof is hereto annexed.

Address

Registration number

Office Bearer - Full Name/s and Surname

Office Bearer - Signature

Date (dd/mm/yyyy)

Private Clients

7 Merchant Place
9 Fredman Drive,
Sandton, Johannesburg
PO Box 62164
Marshalltown 2107

Web: www.fnb.co.za/private-banking
Tel: 087 575 4727

HOME LOAN
PRE-AGREEMENT STATEMENT

for Mr DM Potgieter

("the Customer")
issued by

FirstRand Bank Limited registration number 1929/001225/06

its order, successors in title or assigns
("the Lender")

This pre-agreement statement sets out the Lender's special and general terms and conditions which will be contained in the Customer's loan agreement ("the Agreement") which the Customer will receive at the attorney's office.

This pre-agreement statement is governed by the National Credit Act 34 of 2005 ("the Act"). In the interpretation of this pre-agreement statement, unless the context otherwise requires or indicates, words signifying the singular or plural shall include the other, any one gender shall include the other genders and persons shall include natural and juristic persons.

5. Special Terms and Conditions

5.1. A Flexi Option facility has been granted to the Customer subject to the specific terms of the Flexi Option Addendum. A Flexi Option Addendum must be signed at the attorney's office. A transactional account must be opened or existing and active in order to qualify for the Flexi Option facility.

5.2. An Automated Valuation (AV) has been performed to determine the value of the Property.

5.3. Main Banked Qualifying Criteria ("MBQC") means the criteria in the Main Banked Rules ("Rules") which are available on the Lender's website. The Customer will receive an interest rate discount of 0.25% Discount). This Discount will apply to this Agreement on registration of the Bond/on the date of endorsement of the Bond for substitution of debtors ("SODs")/on the date of delivery of the repayment letter for loan term changes/on the date of disbursement of the further lending amount whichever is applicable and will continue to apply for the duration of this Agreement provided: a)the Customer complies with the MBQC as stipulated in the Rules from time to time; and b)the Customer signs a debit order authorization (if applicable) whereby all payments in terms of this Agreement are paid from the Customer's MBQC qualifying account within a period of three months after the Bond is registered or for loan term changes on the date of delivery of the repayment letter or on the date of endorsement of the Bond for SODs or from date of disbursement of the further lending amount, whichever is applicable. The Lender reserves the right at any time to review and amend the Rules. Should the Rules be amended, the changes will be legally binding on the Customer and could result in the Customer no longer meeting the MBQC, in which case the Customer will no longer receive the Discount. If there are multiple Customers to this Agreement, then the Customer that earns the highest income is required to comply with the abovementioned criteria. The Discount is not a guarantee, and the Lender reserves the right to vary or revoke this Discount at any time. Should the Customer fail to comply with the abovementioned criteria within the periods stipulated above and/or at any time thereafter, the Discount will be revoked and the nominal interest rate in the Cost of Credit table will apply. Should the Customer remedy the non-compliance, the Lender may, at its discretion, reinstate the Discount.

5.4. Please note that you have requested a greater amount to be registered over your property than the amount granted in the current facility. This amount will be termed Future Use. The Future Use amount can only be accessed on application and is subject to the Lenders normal affordability assessment procedure and a satisfactory valuation of your property.

5.5. Should the Bond registration be delayed for a period of 12 months from the approval date, the Lender reserves the right to re-assess the Customer's application and request updated employment and/or income and/or other documentation as may be required by the Lender.

5.6. Should the Customer at any time hereafter request a valuation of the Property, the costs relating to such valuation of the Property shall be for the Customer's own expense.

5.7. Should your residency status change to non-resident or should you decide to leave South Africa permanently, the 1:1 ratio applicable to non-residents in terms of the Currency and Exchanges Manual for Authorised Dealers, will apply whereby you are required to reduce the outstanding balance on the principal debt by 50%.

5.8. The Customer must, prior to registration of the bond and/or payout, authorise the Debicheck mandate and sign a Debit Order Authorisation in favour of the Lender for all amounts due and payable in terms of the Agreement.

5.9. The Customer's interest rate in terms of the Agreement is -0.17% below the Prime Lending Rate of 11.00% p.a. as publicly quoted from time to time. This is a variable interest rate and will change in line with the movement of the Prime Lending Rate.

5.10. The Lender reserves the right to withhold any payment of funds in respect of Further Loans and/or Further Advances and/or Future Use and/or to cancel a Flexi Option should any of the Customer's accounts and/or facilities held with the Lender be in arrears. Once the Customer's arrears have been settled, access to any available funds and/or facilities will be at the Lender's sole discretion.

5.11. The Lender shall be entitled to review and/or cancel this Agreement prior to the registration of the Bond in the event of: (a) the Bond not having been registered within a reasonable time, provided that the Lender shall first make written demand that the Bond be registered within the period stipulated by the Lender; and/or (b) the Customer's financial position having deteriorated substantially upon the reasonable reassessment by the Lender and/or (c) any new or previously undisclosed fact(s) materially influencing the Customer's financial position emerge. The Lender shall be entitled to reassess the Customer's financial position at the Lender's discretion and the Customer authorises the Lender, to the extent that it may be necessary, to access confidential information for such purpose and to supply the Lender with any information and/or documentation requested by the Lender that may be necessary for such reassessment.

5.12. The availability of funds are at all times subject to the discretion of the Lender. Should the Customer at any time during the term of the Agreement avail of a Fixed Interest Rate or Capped Interest Rate, then the Flexi Option facility available shall be terminated until such time as the Customer re-applies for the Flexi Facility with the Lender.

5.13. The cancellation of all existing bonds over the Property and the registration of a First (preferent) Covering Bond in favour of the Security Company must occur simultaneously.

5.14. The customer has agreed to the Lender's Future Use Auto Inclusion offering. The customer therefore understands and agrees to a mortgage bond being registered against the Property for an amount that is 20% above the Principal debt ("Future Use Auto Inclusion Amount"). The Repayment amount is based on the principal debt. The Customer further agrees and understands that the Future Use Auto Inclusion Amount can only be accessed after the first 6 (six) months of the mortgage bond having been registered, and subject to the Lender's credit policies, affordability assessments and repricing. The 6 (six) month rule will not be applicable to Future Use loan applications, where the Future Use funds will be used towards installing solar energy. The Lender and the Customer agree that the Customer will not be liable for the bond registration costs associated with the Future Use Auto Inclusion Amount. The Customer will however be liable for bond registration costs associated with the Principal Debt. Should the customer wish to register a Future Use amount in excess of the Future Use Auto Inclusion Amount, the bond registration costs for this excess amount will be for the Customer's own account. This condition will only be applicable if the Future Use amount is included in the Cost of Credit.

5.15. The principal debt amount includes an amount that will be used to pay for the bond and transfer costs of the property. This amount will cover costs in full or a portion thereof and will only be available upon registration of the mortgage bond.

5.16. The provisions of the Financial Intelligence Centre Act 38 of 2001 prescribes that the Attorney Firm is defined as an accountable institution in terms of the Act and the provisions of the Act must therefore be adhered to by the Attorney Firm and its representative conveyancer as well as the Lender.

5.17. Where the Lender's attorney is instructed pursuant to a property transaction whereby immovable property sold out of a company / cc and such immovable property forms the primary asset of the company or cc, then the Lender's attorney must ensure that the relevant Special Resolution in terms of Sections 112 and 115 of the New Companies Act, 71 of 2008/ Section 46 of the Close Corporation Act, is present and valid prior to commencement with the registration and or cancellation of a mortgage bond over the immovable property.

5.18. Your debit order will be collected on day 24 of each month.

6. General Terms and Conditions

6.1. **Maintenance**

For the duration of the Agreement the Customer is required to keep the Property in good repair, including all buildings, improvements, partitions, fixtures and fittings thereto, to the satisfaction of the Lender, and the Customer shall keep the Property in conformity with the requirements of any competent authority and shall make no material alterations or additions thereto or to any part thereof nor remove or demolish the same without the prior written consent of the Lender. Should the Customer fail to comply with the aforegoing conditions then on the Customer’s behalf, the Lender may effect or expend any sum necessary for the repair, maintenance and upkeep of the Property in order to conform to the requirements of any Local Authority. The Lender shall be entitled at all reasonable times to enter upon and inspect the Property as aforesaid at the Customer’s expense.

6.2. **Costs, charges and fees**

The Customer will be liable to pay the initiation fee and insurance premiums, if applicable on the due dates. The Customer hereby authorises the Lender to debit the Customer’s home loan account with the initiation fee and insurance premiums, if applicable on their due dates. The Customer has the option to pay these fees and charges upfront directly into the Customer’s home loan account. The Customer will further be liable to pay all monthly fees and charges on the Repayment Date of each successive month. Should the Bond be registered on any date other than the first day of the month or should the Bond be cancelled on any date other than the last day of the month, the Lender will charge only a proportionate service fee for that month. Where there is a change concerning the amount of a fee or charge, or a change in the frequency or time for payment of a fee or charge, the Lender will give the Customer written notice of at least 5 (five) business days setting out the particulars of such a change. Payments must be made to the Customer's home loan account. The Customer consents that the Lender may from time to time change the fees and charges, subject to the maximum service fee amount prescribed under the Act, in accordance with legislative amendments.

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Should the Customer make any payments to the Security Company in terms of the Indemnity (or should the Security Company receive any payments from a third party on account of the Customer's obligations in terms of the Agreement), the Security Company will pay same over to the Lender and the Customer's (or the third party's) payments will then automatically reduce the Customers obligations to pay the principal debt, all fees and charges, together with interest thereon, to the Lender in terms of the Agreement.

6.3. **Consolidated repayment**

The principal debt, interest thereon and any monthly fees and charges due in terms of any agreements, which are secured by mortgage bonds registered over the Property, in favour of the Security Company will be consolidated with the amount due in terms of the Agreement and will be payable in single monthly repayments.

6.4. **Interest**

Debit interest will be calculated daily on the amount outstanding at the end of each day and will be compounded on the Repayment Date and debited monthly to the Customer's home loan account. Debit interest will be charged from the date on which any amounts are advanced to or on behalf of the Customer. Credit balances on the Customer's account shall not accrue interest. If a variable interest rate is applicable to the Agreement, then the Lender will give the Customer written notice, setting out the new interest rate no later than 30 (thirty) business days after the day on which the change to the variable interest rate takes effect.

6.5. **Debit order authorisation**

6.5.1. The Customer, and where so applicable the third party debit order account holder, hereby authorises the Lender to debit the nominated account with the repayment amount due, on the Repayment Date. In the event of an increase in any fee, charge or interest rate, the Lender is hereby authorised to increase the repayment amount under the debit order authorisation, to ensure that the indebtedness to the Lender will be repaid within the term of the Agreement. It remains the responsibility of the Customer to ensure the monthly debit order for the repayment of the home loan remains in effect and that it is sufficient to cover the minimum repayment required. Payments must be made to the Customer's home loan account.

6.5.2. Where the home loan repayment is made by third party debit order, and the third party debit order is cancelled, it is the obligation of the Customer to implement the required debit order for the repayments of the home loan.

6.5.3. The first debit will be processed on the nominated day of the month after registration of the Bond and thereafter on that day of each successive month. In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be the preceding business day. Furthermore, if there are insufficient funds in the nominated account to meet the obligation, the Lender is entitled to track the nominated account and re-present the instruction for payment until sufficient funds are available in the nominated account.

6.6. **Anti Money Laundering**

6.6.1. The Customer warrants to the Lender that:

6.6.1.1. any funds transferred to the home loan account will not represent the proceeds of, or have been derived from any activity which would be considered illegal, the proceeds of terrorist activity or a crime under the laws or regulations of South Africa or any other country;

6.6.1.2. the payment of monies or processing of transactions in respect of the home loan account by the Lender in accordance with the Customer's instructions will not breach any laws or regulations in South Africa or any other country.

6.6.2. The Customer acknowledges and agrees that the Lender may be required to delay, block, place a hold on, refuse to make payment from or process any transaction in respect of the home loan account in accordance with directives issued in terms of the Financial Intelligence Centre Act, 38 of 2001 or any other applicable law, if the Lender suspects that:

6.6.2.1. the transaction or payment may breach any laws or regulations in South Africa or any other country;

6.6.2.2. the transaction involves any person that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union, the United States of America or any other country;

6.6.2.3. the transaction or payment may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in South Africa or any other country, in which event the Lender assumes no liability for any loss, damage or claims that may occur or arise as a result of such action taken in respect of the home loan account or any such delay, block or refusal to make payment or process any transaction.

6.6.3. The Customer hereby undertakes to provide all information which is required in the Lender's reasonable opinion in order to manage money laundering, terrorism financing or economic and trade sanctions risk or to comply with any laws or regulations in South Africa or any other country.

6.6.4. The Customer hereby confirms that the information provided regarding the controlling persons is true and correct and the Customer will inform the Lender in writing of any change of this status within 30 (thirty) days of the change of status.

6.6.5. The Customer is to disclose all citizenships and residencies that he/she holds, should the Customer fail to provide the required disclosure he/she acknowledges and agrees that the Lender may delay, block, place a hold on, refuse to make payment from or process any transaction in respect of the home loan account.

6.6.6. The Customer agrees that the Lender may disclose any information concerning the Customer to any law enforcement, regulatory agency or Court where required by any such law or regulation in South Africa or any other country.

6.6.7. The Lender endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. As a result of this the Lender can take any of the following actions if it considers it is necessary to do so or if South African and international laws, rules, regulations, restrictions and policies ("the laws") require it to do so:

6.6.7.1. The Lender may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. The Lender will do this at the start of the business relationship and as often as it or the law considers necessary thereafter;

6.6.7.2. The Lender can refuse to do business with any person or entity that it considers undesirable.

6.7. **Statement of account**

The Lender will give the Customer a statement every 6 (six) months. The Lender will make the Customer's statement available on one or more of the following channels: Online, App, ADT, Cellphone banking or at any branch for free. The Customer may ask for extra statements and the Customer may be charged for this.

6.8. **Protection of Personal Information: Privacy Term**

6.8.1. The Customer's personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group. To better understand the entities that form part of the FirstRand Group and how personal information is treated, the Customer is referred to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on the Lender's website or alternatively, requested from the Lender.

6.8.2. In this privacy term, references to the "Lender" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless states otherwise.

6.8.3. By accepting this Agreement or by utilising any products or services ("Solutions") offered by the Lender, the Customer acknowledges that in order to:

6.8.3.1. conclude and fulfil contractual terms or obligations to the Customer;

6.8.3.2. comply with obligations imposed by law; or

6.8.3.3. to protect or pursue the Customer's, the Lender's or a third party's legitimate interests, including offering Solutions that best meet the Customer's needs;

the Customer's personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in the FirstRand Privacy Notice.

6.8.4. Where it is necessary to obtain consent for processing outside of this privacy term, the Lender will explicitly seek the Customer's consent separately.

6.8.5. The Lender wishes to ensure that the Customer fully understands how his/ her personal information may be used. The Lender has described the purpose for which the Customer's personal information may be used in detail in the FirstRand Privacy Notice. The Lender has also set out further information about accessing, correcting or objecting to the processing of the Customer's personal information in the Privacy Notice. The Customer is strongly advised to read the FirstRand Privacy Notice.

6.8.6. For purposes of this Agreement, the responsible party is the party with whom the Customer is contracting a Solution, as well as other entities in the FirstRand Group, which are listed in the FirstRand Privacy Notice as responsible parties. For the contact details of these responsible parties, the Customer is referred to the FirstRand Privacy Notice.

6.9. **Exchange Control**

6.9.1. The loan is subject to the Customer complying with the Exchange Control Regulations, 1961 in terms of the Currency and Exchanges Act, 1933, read with the Currency and Exchanges Manual for Authorised Dealers for the duration of this Agreement, if applicable.

6.9.2. Should the Customer's residency status change to non-resident and should the Customer decide to leave South Africa permanently, the 1:1 ratio applicable to non-residents in terms of the Currency and Exchanges Manual for Authorised Dealers, will apply whereby the Customer will be required to reduce the outstanding balance on the principal debt by 50%.

6.10. **Cession and delegation**

The Customer hereby consents and agrees to the cession of the Lender's rights and/or to the delegation of the Lender's obligations in terms of the Agreement, the Bond and any other document or agreement concluded by the Customer under which the Customer grants security for the Customer's obligations under the Agreement ("Loan Document"). Should any agreement and/or document be required to be entered into by or on the Customer's behalf in relation to such cession and/or delegation, the Customer undertakes to promptly upon request execute any such agreement and/or document.

6.10.1. At any time, the Lender and/or the Security Company (or any person or entity to whom its rights and/or obligations are ceded, delegated and/or assigned) shall, without notice to the Customer, be entitled to cede, delegate and/or assign all or any of the Lender's or the Security Company's rights and/or obligations under any Loan Document, either absolutely or as collateral security to any person or entity, provided that:

6.10.1.1. the Security Company shall only cede, delegate and/or assign all or any of its rights and/or obligations under the Guarantee together with any cession, delegation and/or assignment to any person of its rights and obligations under the Bond and the Indemnity; and

6.10.1.2. the Lender shall only cede all (and not part) of its rights and obligations under the Agreement (including the Guarantee) pursuant to such cession, delegation and/or assignment; and

6.10.2. On any such cession, delegation and/or assignment referred to in clause 6.10.1.1 taking place (without limiting the effect thereof) and the Customer having been notified thereof, shall make all payments (the right to receive which having been ceded to such cessionary) directly to such cessionary, without any set-off, deduction or withholding of any nature whatsoever.

6.10.3. The Customer hereby consents to any such cession, delegation and/or assignment referred to above and expressly consents to any splitting of claims that may arise therefrom.

6.10.4. The Customer hereby consents to the disclosure of any Loan Document and any information about the Customer, held by the Lender or the Security Company, to any person or entity to whom the Lender or the Security Company cedes, delegates and/or assigns any of its rights and/or obligations under any Loan Document.

6.11. **Insurance**

6.11.1. The Customer is required to insure and keep insured the buildings and other improvements to the Property to the satisfaction of the Lender and the following minimum requirements shall apply:

6.11.1.1. The buildings shall be covered against risk of loss or damage by fire, lightning, flood, storm, wind, hail, snow, bursting of geysers and water pipes, theft, power surges, impact, accidental damage, loss or damage occurring during construction or alteration, explosion and earthquake not caused by mining activities, subsidence, and landslip;

6.11.1.2. The insured value of the Property shall be for an amount not less than the full recommended replacement value, as if the Property was totally destroyed by an insured event. This amount is based on market related building costs and shall include:

6.11.1.2.1. clearance and removal of rubble and preparation of the land for re-building;

6.11.1.2.2. re-construction of the Property to the original specifications; and

6.11.1.2.3. professional fees for Architects, Engineers and any other building specialists involved in the process of restoring the Property to its original state before the advent of the insured event.

6.11.1.3. The insured amount shall be increased on an annual basis in line with industry norms and will be determined by the insurer.

6.11.1.4. The insurance shall commence on the date on which the risk passes to the Customer.

6.11.1.5. The Customer is required to ensure that the insurance policy includes SASRIA cover.

6.11.1.6. Should the Customer require additional insurance cover for any other risk of loss or damage not set out herein, it will be the Customer's responsibility to arrange such additional insurance. Neither the Lender nor the Security Company shall be liable for any damages as a result of the Property being underinsured.

6.11.1.7. The Customer warrants that the Property mortgaged to the Security Company is not used for any purpose that would adversely affect the insurance cover over the Property. It shall be the Customer's responsibility to inform the insurer of the use of the Property.

6.11.1.8. Should the Customer at any point in the future undertake alterations and additions that will affect the insured value of the Property, it shall be the Customer's responsibility to amend the policy of insurance to accommodate these changes to adequately cover the replacement value of the improvements on the Property. Neither the Lender nor the Security Company assumes any liability for underinsurance.

6.11.1.9. Where the Property forms part of a sectional title complex, the Customer shall at all times ensure that the body corporate established in terms of Section 36 of the Sectional Titles Act 95 of 1986 insures, for the full replacement value, the buildings and improvements of which the Property forms part.

6.11.2. Waiver of insurance policy:

6.11.2.1. The Customer has the right to waive an insurance policy proposed by the Lender and substitute a policy of the Customer's own choice;

6.11.2.2. The Customer will be required to nominate the Lender and/or the Security Company as the loss payee under the policy.

6.11.3. Lapse, substitution and proof of insurance cover:

6.11.3.1. Irrespective of whether or not the Customer chooses the proposed insurance policy, the Customer will be responsible for ensuring that the insurance cover over the buildings and improvements does not lapse during the term of the Agreement;

6.11.3.2. The Customer consents to the Lender contacting the insurer to determine whether the applicable insurance policy is still in full force and effect;

6.11.3.3. Should any policy chosen by the Customer lapse or not be implemented for any reason whatsoever the Lender reserves the right, but is not obliged, to substitute its own proposed policy and the premiums payable in respect of any substituted policy covering the Property will be debited to the Customer's home loan account;

6.11.3.4. Neither the Lender nor the Security Company shall be liable in the event that any policy chosen by the Customer lapses and/or the insurer rejects the Customer's claim for any reason;

6.11.3.5. Where a Customer chooses to incept a policy other than that recommended by the Lender, the Customer must provide the Lender with documentary proof, on an annual basis, that such cover is still in place.

6.11.4. Claims on insurance policy:

6.11.4.1. The Customer is responsible for submitting and finalising all claims with the insurer;

6.11.4.2. If the Customer elects the Lender's recommended insurer the Lender will not be deemed to be acting as the Customer's agent.

6.12. **Valuation**

Notwithstanding any valuation of the Property obtained by the Lender, or the granting of a loan against the security of a Bond over the Property, the Lender will not be responsible for any defects in the Property or for ascertaining the market value of the Property. No warranties may be implied or inferred from a valuation obtained by the Lender. A valuation done by the Lender is not a property inspection for insurance purposes. The Lender is under no obligation whatsoever to disclose the valuation or the associated report to the Customer and no undertaking is given by the Lender that a physical inspection has in fact been performed. Should the Customer wish to ascertain the market value or structural soundness of the Property, the Customer must engage a professional Engineer or Architect at the Customer's own cost. The Lender is under no obligation to accept a valuation obtained by the Customer.

6.13. **Certificate by Land Surveyor**

Should the Lender so require the Customer is to furnish the Lender with a certificate by a Land Surveyor confirming the location of the Property and the buildings thereon.

6.14. **Bond registration**

6.14.1. The Agreement is further subject to the Bond being registered within a reasonable time and the relevant information or circumstances furnished to the Lender by the Customer not changing prior to the registration of the Bond.

6.14.2. Within 10 (ten) business days from the date of the Agreement, the Customer is required to furnish all necessary documentation and particulars to the Conveyancers appointed by the Lender and sign all documentation when called upon to do so, to enable them to register the Bond.

6.14.3. Rates, taxes, sewerage installation costs and any other charges which may be owing to the Local Authority must be paid before the Bond is registered.

6.15. **Cancellation by Lender**

The Lender reserves the right to cancel the Agreement by giving written notice thereof should any new, or previously undisclosed fact emerge, or should any circumstance prevent or unduly delay the registration of the Bond.

6.16. **Receipts**

In accordance with normal commercial practice, the Lender will not issue receipts for payments made by the Customer. Payments will be reflected in the Customer's statement of account.

6.17. **Settlement**

The Customer is entitled to settle the amount outstanding in full in respect of the Agreement at any time with or without advance notice to the Lender. The amount outstanding is the total of the following:

6.17.1. the unpaid balance of the principal debt at the time;

6.17.2. the unpaid interest charges and all other fees, charges and insurance premiums (if debited to the home loan account) payable by the Customer to the Lender up to the settlement date;

6.17.3. an early termination charge equal to no more than the interest which would have been payable under the Agreement for a period equal to the difference between 3 (three) months and the period of notice of settlement, if any, given by the Customer.

6.18. **Termination by Customer**

The Customer may terminate the Agreement at any time by paying the settlement amount to the Lender. The Customer must pay the bond cancellation costs before the title deed is released to the Customer.

6.19. **Bond cancellation fees**

The fees levied by the Deeds Registry and the bond cancelling attorney in connection with the cancellation of the Bond following termination and settlement by the Customer, shall be for the Customer's account.

6.20. **Pre-Payments**

The Customer has a right to prepay any amount owed to the Lender under the Agreement and the Lender shall accept any payment when it is tendered, even if that is before the date on which a payment is due. The Lender shall credit each payment made under the Agreement to the Customer's home loan account, as follows:

6.20.1. first, to satisfy any due or unpaid interest charges;

6.20.2. second, to satisfy any due or unpaid fees or charges;

6.20.3. third, to reduce the amount of the principal debt.

6.21. **Validity and severability**

The Agreement will be valid and binding only once it has been signed by the Customer and accepted by the Lender. All the provisions of the Agreement and the Bond will be severable and no provision will be affected by the invalidity of any other provision. No term or condition of the Agreement may be amended.

6.22. **Verbal and electronic communications**

The Customer will be bound by any agreement recorded telephonically and/or any agreement electronically communicated between the Customer and the Lender, the Security Company and/or any of its agents or nominees. For security reasons, all telephonic conversations are recorded for the exclusive use of the Lender.

6.23. **Joint and several liability**

Should there be more than one Customer under the Agreement, then:

6.23.1. the liability of each Customer shall be joint and several;

6.23.2. all references in the Agreement to the "Customer" shall be construed as references to the Customers, jointly and severally, unless the context otherwise requires.

6.24. **Companies, Close Corporations, Trusts or Associations**

If the Customer is a Company, Close Corporation, Trust or an Association:

6.24.1. all Directors, Members and Trustees must sign as sureties jointly and severally for the due repayment of all the obligations under the Agreement;

6.24.2. a certificate which will be prepared by the Lender's attorneys must be furnished to the Lender confirming that no provision of the Exchange Control Regulations, 1961 and the rulings have been contravened;

6.24.3. if required, the necessary proof must be produced proving that the relevant provisions of the Companies Act 71 of 2008, the Close Corporations Act 69 of 1984 and the Trust Property Control Act 57 of 1988, have not been contravened and that the Agreement has been validly and properly accepted, agreed to and entered into by the juristic entity;

6.24.4. a duly signed Auditor's/Accounting Officer's Certificate is required which is to be in the format as prescribed by the Lender;

6.24.5. if there is any change to the shareholding, directorship, membership or trusteeship, the Lender is to be notified in writing immediately.

6.25. **Claims made against the Property**

The Customer is obliged to advise the Lender and keep the Lender advised of any developments in regard to a claim being made in respect of the Property, either under the Restitution of Land Rights Act 22 of 1994, the Land Reform (Labour Tenants) Act 3 of 1996, any other legislation or by any third party.

6.26. **Title deeds and diagrams**

On registration of the Bond, unless the Customer is instructed otherwise, the Customer is required to deposit with the Lender the title deeds and diagrams of the Property, which documents will remain in the possession of the Lender or the Security Company or any of their agents until such time that the Bond is cancelled. For the duration of the Agreement the Customer shall not further encumber the Property or any portion thereof, without the prior written consent of the Lender and/or the Security Company, and when giving such consent the Lender and/or the Security Company may impose such conditions as they in their sole discretion deem necessary.

6.27. **Breach and Default**

6.27.1. The Customer will be in immediate default of the Agreement should the Customer fail to pay any amount due in terms of the Agreement on the Repayment Date;

6.27.2. The Customer will be in breach of the Agreement if:

6.27.2.1. any instrument issued by the Customer is dishonoured due to insufficient funds;

6.27.2.2. the Customer fails to comply with any provision, obligation or term of the Agreement, other than failure to pay any amount due in terms of the Agreement, whether such breach is material or not;

6.27.2.3. the Customer does or omits to do or allows anything to be done which may, in any way, prejudice the Lender's rights or security under the Agreement or by which the Lender may suffer any loss or damage;

6.27.2.4. the Property is attached at the instance of another creditor;

6.27.2.5. the Property or any substantial portion thereof is expropriated or appropriated for whatever purpose;

6.27.2.6. the Customer being a Company, fails to comply with any provision of the Companies Act 71 of 2008 or for any reason becomes liable to be deregistered by the Registrar of Companies;

6.27.2.7. the Customer being a Close Corporation, fails to comply with any provision of the Close Corporations Act 69 of 1984 or for any reason becomes liable to be deregistered by the Registrar of Close Corporations;

6.27.2.8. the Customer being a Trust, fails to comply with any provision of the Trust Property Control Act 57 of 1988;

6.27.2.9. the Customer commits an act which is (or would be, if the Customer were a natural person) an act of insolvency within the meaning of Section 8 of the Insolvency Act 24 of 1936;

6.27.2.10. the Customer takes any steps to surrender his/her estate or is provisionally or finally sequestrated;

6.27.2.11. the Customer, being a juristic person, is provisionally or finally liquidated, deregistered or placed under judicial management, whether provisional or final, or takes any steps for its voluntary winding up;

6.27.2.12. the Customer fails to pay the rates and taxes or any other fee payable to the relevant Local Authority in respect of the Property on time;

6.27.2.13. a money judgment is given against the Customer or any surety and is not satisfied within 10 (ten) business days of the Customer, a surety or the Lender becoming aware of it;

6.27.2.14. the Customer or any surety has furnished information in the application that is incorrect, or has failed to disclose material information that would have influenced the Lender's decision to conclude the Agreement;

6.27.2.15. the Customer absconds or abandons the Property; or

6.27.2.16. if the Property is a unit in a Sectional Title Scheme and:

6.27.2.16.1. any part or the whole of the common property or the mortgaged section or mortgaged exclusive use area is expropriated or if the buildings are damaged or destroyed or, in terms of the Sectional Titles Act 95 of 1986 and the Sectional Titles Schemes Management Act 8 of 2011, is deemed to be destroyed, and the Customer received compensation therefore without paying such compensation in full to the Lender in reduction of the Customer's indebtedness;

6.27.2.16.2. any part of the whole of the buildings are damaged or destroyed, or in terms of the Sectional Titles Act 95 of 1986 and the Sectional Titles Schemes Management Act 8 of 2011 is deemed to be destroyed, and the Customer receives no or, in the opinion of the Lender, inadequate compensation therefore and such part of the whole thereof is not reinstated to the satisfaction of the Lender;

6.27.2.16.3. the Customer fails to pay the levy, special levy and/or any additional insurance, if applicable;

6.27.2.16.4. the insurance effected by the body corporate is terminated without insurance to the satisfaction of the Lender being effected in its stead;

6.27.2.16.5. the body corporate, the managing agent or any of the owners or occupiers of sections in the buildings fail to comply with any of his/her obligations or to exercise any of his/her powers in terms of the Sectional Titles Act 95 of 1986 and the Sectional Titles Schemes Management Act 8 of 2011 or the Rules promulgated thereunder; or

6.27.2.16.6. in the opinion of the Lender, the body corporate, the managing agent or any of the owners or occupiers of sections in the buildings, fail to provide adequately for the control, management, administration, use and enjoyment of the sections in the buildings and the common property in such a way as to affect the value of the security.

6.27.3. Should the Customer fail to remedy any breach of the Agreement within 10 (ten) business days from date of delivery of a written notice from the Lender calling on the Customer to remedy the breach, the Customer will be in default of the Agreement.

6.27.4. If the Customer is in default of the Agreement, the Lender may take the steps set out in Part C of Chapter 6 of the Act.

6.27.5. If the Customer is in default of the Agreement, then without affecting the Lender's other rights in contract or law, the Lender may immediately claim repayment of the full outstanding Principal Debt plus interest (where applicable) and other fees and charges and make a claim under the guarantee.

6.27.6. The following process will be followed if the Customer is in default under the Agreement:

6.27.6.1. The Lender will inform the Customer in writing in the form of a Section 129(1)(a) notice. The notice will give the Customer at least 10 (ten) business days to do one of the following:

6.27.6.1.1. rectify the default i.e. make the required payments;

6.27.6.1.2. refer the Agreement to a Debt Counsellor to develop and agree on a plan to bring the payments under the Agreement up to date;

6.27.6.1.3. refer the matter to a registered and accredited Alternative Dispute Resolution Agent, Consumer Court or Ombudsman with jurisdiction to resolve a dispute.

6.27.6.2. If the Customer is in default for more than 20 (twenty) business days and the Customer does not rectify the default or use the other options given to the Customer in the section 129(1)(a) notice within the 10 (ten) business days, the Lender may take legal action against the Customer, and if successful obtain judgment against the Customer.

6.27.6.3. If the Agreement is being reviewed under Section 86 of the Act (debt review) and 60 (sixty) business days after the date on which the Customer applied for the debt review has passed and the Customer is in default of the Agreement, the Lender may give notice to terminate the Agreement from the debt review process under section 86(10). The Lender may not terminate the Agreement from the debt review process if an application for the debt review has already been filed (meaning issued by the relevant Court or National Consumer Tribunal, served on the Lender and filed at Court, or in the National Consumer Tribunal).

6.27.7. Subject to the above clause, should the Customer be in default of the Agreement then the Lender may at its option:

6.27.7.1. claim immediate repayment of the full outstanding balance, irrespective of whether or not the due date for payment of any part of the outstanding balance has occurred; or

6.27.7.2. terminate the Agreement, upon which all amounts whatsoever owing to the Lender by the Customer shall then be payable in full; or

6.27.7.3. make a claim under the guarantee.

6.28. Order declaring Property executable

Notwithstanding the exercise by the Lender and/or the Security Company of any rights granted to it in terms of any Loan Document, the Lender and/or the Security Company may institute proceedings for the recovery of any amounts outstanding in terms of any Loan Document and for an order declaring the Property specially executable.

6.29. Surrender of policies or other security

Upon the Customer's default, he/she hereby authorises the Lender to surrender or otherwise realise any policy of insurance or any other security which is ceded or made payable to the Lender as collateral security, and to appropriate any amount realised thereby in reduction of the amount outstanding in terms of the Agreement.

6.30. Inspection of the Property and "For Sale" notices

If the Property is attached, then any prospective purchaser of the Property and the Lender and/or Security Company acting through its representatives, agents and/or nominees shall be entitled to inspect the Property, including the interior of any buildings thereon, at all reasonable times. Further, acting through its representatives, agents and/or nominees, the Lender and/or Security Company shall be entitled to exhibit "For Sale" notices on the Property.

6.31. Certificate of balance owing

A certificate signed by any authorised employee of the Lender (whose appointment or authority it shall not be necessary to prove) shall constitute evidence of the outstanding balance as at the date specified therein, the rate of interest and any other amount due and payable by the Customer to the Lender in terms of the Agreement. Such certificate shall be proof of the contents thereof for the purpose of any legal proceedings by the Lender against the Customer in terms of the Agreement.

6.32. Addresses for communication purposes

6.32.1. The Customer agrees that the Lender and the Security Company may send the Customer any communication, which includes any document, form or notice by hand, ordinary mail, prepaid registered mail, fax, email, printable webpage and/or any other electronic communication method.

6.32.2. Any section 129(1)(a) default notice or section 86(10) termination of debt review notice will be delivered to the Customer by prepaid registered post and/or by hand.

6.32.3. Documents, forms, notices or processes that the Lender and the Security Company must by law serve on the Customer will be served at the physical address as chosen by the Customer and recorded on the Declaration Form confirming the Customer's contact details. (This is the Customer's domicilium citandi et executandi address, which means that it is the Customer's chosen address to receive legal documents.)

6.32.4. Any legal notice, form, document or process that the Customer wants to send to the Lender and/or the Security Company must be delivered to the following address: FNB Legal, 3rd Floor, 1 First Place, Bank City, Corner Simmonds and Pritchard Streets, Johannesburg, 2001.

6.32.5. Either party may change the above addresses to another address by giving each other written notice of the new address. Notice must be given of the change at least 10 (ten) business days before the change will apply.

6.32.6. A document, form, notice or process will be treated as having been received by the party to whom it was sent:
- 6.32.6.1. if delivered by hand during business hours, on the date it was delivered;
- 6.32.6.2. if posted by prepaid registered mail, at 10h00 on the fourth day after the post office issued the registration receipt;
- 6.32.6.3. if posted by ordinary mail, at 10h00 on the fourth day after the document is posted;
- 6.32.6.4. if sent by fax, on the date shown on the receipt the fax machine generates;
- 6.32.6.5. if sent by email or printable webpage, on the date on which the notice is emailed.

6.33. **Debt review**

The Customer has the right to apply to a Debt Counsellor for debt review in the prescribed manner and form to have him/herself declared over-indebted. The Debt Counsellor may require the Customer to pay a prescribed application fee. The Debt Counsellor will notify all the Customer's credit providers and every registered credit bureau of the application for debt review. The Debt Counsellor must determine in the prescribed manner and within the prescribed time whether the Customer appears over-indebted and upon the Customer's request whether any of the credit agreements appear to be reckless. The Debt Counsellor's assessment may reveal that the Customer is not over-indebted; experiencing or likely to experience difficulty in satisfying all his/her obligations under credit agreements in a timely manner, or is over-indebted. If the Debt Counsellor rejects the Customer's application for debt review, then he/she may, with the leave of the Magistrates' Court, apply to the Magistrates' Court to be declared over-indebted.

6.34. **Complaints and disputes**

The Customer has the right to:
- 6.34.1. Complain about this Agreement to us directly;
- 6.34.2. refer any matter or dispute to an Ombud or Regulatory body with jurisdiction;
- 6.34.3. file a complaint about any alleged contravention of the Act with the National Credit Regulator;
- 6.34.4. make an application to the National Consumer Tribunal if allowed by the Act.

The Lender's contact details to file complaints are:

FNB Home Loans (a division of FirstRand Bank Limited, registration number 1929/001225/06)

Customer Experience Department, No. 1 Enterprise Road, Fairland, 2194

Tel: 087 575 9404

Email: Care@fnb.co.za

www.fnb.co.za

FNB App – "Have your say" under the Information icon;

The Regulatory Risk Manager / FNB FAIS LCO 3071

3rd Floor, 1 First Place, Bank City, Cnr. Simmonds and Pritchard Streets, Johannesburg, 2001

Tel: 087 343 0303

National Credit Regulator

Tel: 0860 627 627

www.ncr.org.za

The National Consumer Tribunal

Tel: (012) 294 1450

www.nct.org.za

Credit Bureaux:

TransUnion - Tel: 0861 482 482

www.transunion.co.za

Experian Bureau (Pty) Ltd - Tel: 0861 105 665

www.experian.co.za

Compuscan - Tel: (021) 888 6000

www.compuscan.co.za

The names and contact details of Ombuds and Regulatory bodies with jurisdiction can be found on our Apps and websites.

6.35. **Credit bureaux**

- 6.35.1. The credit bureau shall provide a credit profile of each Customer which will be shared with other credit providers. The Customer has the right to contact the credit bureau, have the record disclosed and correct inaccurate information.
- 6.35.2. The Lender shall give the Customer at least 20 (twenty) business days' notice of its intention to submit adverse information concerning the Customer to a credit bureau.

6.36. **Waiver**

While the Lender may allow the Customer extra time to comply with his/her obligations under the Agreement, or decide not to exercise some or all of the Lender's rights under the Agreement, the Lender can still insist on the strict application of any or all of the Lender's rights at a later stage. The Customer must not assume that any latitude granted, or decision not to exercise some or all of the Lender's rights under the Agreement, means that the Agreement has been changed or that it no longer fully applies to him/her.

6.37. **Tax**

The Customer is responsible for any tax implications on any rebate or benefit that he/she may receive in respect of the Agreement. The Lender recommends that the Customer obtains independent professional advice regarding any tax implications.

6.38. **Re-calculations, adjustments and refunds**

The Lender may subsequently adjust debits and credits to the Customer's home loan account, and the resulting account balances, to ensure accuracy.

7. Acceptance and Declaration

7.1. The Customer confirms that he/ she has read, understood and agrees to be bound by the information provided in the application form.

7.2. The Customer confirms that he/she has received and accepted a quotation and has received, read and understood the terms and conditions contained in the Agreement.

7.3. The Customer confirms that he/ she has provided instructions and has consented that the FirstRand Group (as defined in the FirstRand Privacy Notice available on the Lender's website may:

7.3.1. Obtain and use the Customer's information from credit bureaux and third-party qualification data providers to conduct ongoing assessments to determine the Customer's eligibility for, and appropriateness of, the ongoing supply of this loan.

7.3.2. Obtain and share information about the Customer with the South African Fraud Prevention Services and/or credit bureaux for financial crime detection, prevention and prosecution purposes, or if the FirstRand Group reasonably believes that the Customer has provided any false and/or misleading information and/or documentation to the FirstRand Group.

the Customer understands that should he/she withdraw the abovementioned instructions and consents it will impact his/ her ongoing use of this loan.

7.4. The Customer understands that he/she has the right to be excluded from any credit: marketing phone calls (telemarketing) by or on behalf of the Lender; marketing or customer lists sold or shared by the Lender; or mass email or SMS messages sent by or on behalf of the Lender. The Customer may exercise these rights at any time by using the group's unassisted service channels, e.g. using a group app or website, or through an assisted interaction to update his/her consent preferences.

7.5. The Customer may also be asked to provide instructions and consent to the FirstRand Group obtaining and using the Customer's personal information from credit bureaux and third-party qualification data providers to conduct ongoing assessments to determine the Customer's eligibility for and appropriateness of offers, to determine the Customer's financial status and provide the Customer with tips and support.

7.6. The Customer can maintain his/her consent preferences by making use of the group's unassisted service channels, e.g. using a group app or website, or through an assisted interaction. The Customer is referred to the FirstRand Privacy Notice for more information regarding FirstRand Group's privacy practices.

7.7. The Customer understands the risks, costs, rights, obligations, cost of credit and credit cost multiple that apply to him/her because of the Agreement and the Bond to be registered over the Property.

7.8. The Customer confirms that all documents provided to the Lender during the application, assessment and conclusion of the Agreement are authentic.

7.9. The Customer agrees to be bound by the terms and conditions of the Agreement and the Bond to be registered over the Property in favour of the Lender and/or the Security Company over the Property as security for his/her obligations under the Indemnity. The Customer undertakes to sign all such documents as may be required to secure the Lender and/or the Security Company and pay all costs, charges and fees in connection with the Agreement and the Bond to be registered over the Property.

7.10. The Customer hereby confirms, as at the date of signature of the Agreement:

7.10.1. that he/she has not applied for nor entered into any other credit agreements or applied for any loans since the date he/she applied for the loan referred to in the Agreement;

7.10.2. that he/she has not applied for, nor is currently under, debt review or an existing administration order for the management of his/her debts; and

7.10.3. the Customer further certifies that no provisional or final sequestration order has been granted against him/her.

7.11. The Customer acknowledges that in the event that the Lender discovers, prior to registration of the Bond:

7.11.1. that the Customer can no longer afford the loan in terms of the Agreement;

7.11.2. that circumstances have arisen that will subsequently preclude lending or be in breach of the Act or any other legislation; or

7.11.3. any adverse information relating to the Customer and the granting of the quotation and/or the Agreement;

then the Lender has the right to cancel the quotation and/or the Agreement.

7.12. The Customer hereby authorises the Lender to debit his/her current accounts, investment accounts and savings accounts, held with the Lender, with any once-off or monthly cost, charge or fee as set out in the Agreement for the duration of this Agreement. The Customer agrees to be bound by any increase in the fees and/or charges as prescribed by the Act.

7.13. The Customer expressly renounces the benefit of the exceptions, revision of accounts, no value received, and where applicable, the right of a co-debtor to claim that all the other co-debtors be joined in any action, each for his/her proportionate share of the debt in question, i.e. that co-principal debtors shall first be excussed and that there shall be a division of the debt between co-principal debtors, and the Customer acknowledges to be fully acquainted with the contents of these exceptions and the effects of the renunciation thereof.

7.14. The Customer hereby confirms that all Exchange Control Regulations have been complied with, where applicable.

7.15. The Customer consents in terms of Section 45 of the Magistrate's Courts Act, 32 of 1944, as amended, to the Lender and/or the Security Company instituting any legal proceedings or enforcing any of their rights under the Agreement and Bond to be registered in terms thereof, in the Magistrate's Court of any district having jurisdiction in terms of Section 28(1) of the aforesaid Act, as amended. Notwithstanding the Customer's consent as aforesaid, the Lender and/or the Security Company shall have the right to institute legal proceedings in any other competent Court having jurisdiction in the matter.

7.16. The Customer hereby confirms that he/she shall furnish the Lender and/or the Security Company with additional security in the form as required by the Lender should the existing security held by the Lender and/or the Security Company be insufficient to cover the Customer's total outstanding or potential obligations to the Lender and/or the Security Company under the Agreement.

7.17. The Customer hereby confirms that he/she has disclosed to the Lender all relevant information relating to existing credit agreements, suretyships and current credit applications submitted to any other credit provider.

7.18. The Customer hereby confirms that unless specifically required by the Lender and stated in the special terms and conditions of the Agreement, he/she does not wish to take out credit life insurance on his/her home loan, and he/she fully understands the consequences of not holding adequate credit life insurance cover.

7.19. The Customer hereby confirms that in the event of not availing of credit life insurance on this home loan, he/she has taken notice of the Lender's recommendation contained in the cost of credit of the Agreement that recommends consideration be given to obtaining sufficient cover that will provide peace of mind should an insured event occur that may jeopardise future payments on this home loan.

7.20. The Customer warrants that, to the best of his/her knowledge and belief, the information herein provided to the Lender and/or the Security Company is true, accurate and complete. The Customer further warrants that his/her marital and/or legal status has not changed and further that his/her financial status has not deteriorated since the date on which he/she submitted his/her application to the Lender and/or the Security Company. The Customer undertakes to notify the Lender and/or the Security Company in writing should his/her financial, marital and/or legal status change during the Term of the Agreement.

7.21. The Customer confirms as at date of signature of the Agreement that he/she has not applied for nor entered into any other loan agreement/s with FirstRand Bank Ltd or any other credit provider since the date of acceptance of the quotation. The Customer certifies that he/she has not applied for debt review and/or voluntary sequestration and is not under an existing administration order for the management of his/her debts. The Customer further certifies that no provisional or final sequestration order has been granted against him/her. The Customer acknowledges that in the event that the Lender discovers, prior to registration of the Bond that the Customer can no longer afford the loan in terms of the Agreement; then the Security Company has the right to cancel the Agreement.

7.22. The Customer acknowledges that should he/she furnish the Lender with incorrect or false information, he/she may be denied the protection offered by the Act.

7.23. The Customer declares that he/she is able to afford the repayments as set out in the Agreement.

7.24. The Customer agrees that he/she shall be bound by any agreement recorded telephonically and/or any agreement electronically communicated between him/herself and the Lender and/or Security Company.

7.25. The Customer acknowledges that, should any circumstances change that may affect the granting of the home loan, the Lender reserves the right to withdraw from the Agreement.

8. Individuals/Joints/Multiples

8.1. I/We and my/our respective joint estate/s, where applicable, certify that I/We:

- 8.1.1. Have not and do not intend to apply for debt review.
- 8.1.2. Am/are not currently under debt review.
- 8.1.3. Have not applied for or do not intend to apply for administration, provisional or final sequestration and that no provisional or final sequestration order has been granted against me/us and my/our respective joint estate/s, where applicable.
- 8.1.4. Have not been placed under administration, provisional or final sequestration.
- 8.1.5. Will not apply for or obtain further credit, with FirstRand Bank Ltd or any other credit provider, between this credit application and the conclusion of the credit agreement, and / or up to the date of registration of the bond.

9. Juristics

9.1. In the past 90 days we have not disputed or requested changes to our credit profile held with credit bureaus.

9.2. We will not obtain further credit between this credit application and the conclusion of the credit agreement.

9.3. We are not under business rescue (or similar proceedings) and there are no business rescue proceedings (or similar proceedings) pending against us.

9.4. We have not been deregistered and we are not in the process of deregistration.

9.5. We have not commenced, and we are not a party to, any litigation, arbitration, or administrative proceedings.

9.6. We or another person have not applied for our provisional or final liquidation, and we or another person have not taken steps towards our winding-up (whether voluntary or by court order) and we are not subject to any order of court (whether provisional or final) for winding-up or liquidation.

9.7. We have not been terminated by operation of law (applicable to Trusts).

9.8. We (and our sureties) do not have any judgement against us that could affect our credit profile and the conditions under which credit was granted to us.

9.9. We have not sold most of our assets since applying for this credit.

9.10. We have not provided any of our assets (including future assets) as security for anyone else since applying for this credit.

9.11. We have not had any change in shareholding since applying for this credit (applicable to private companies).

9.12. We have not had a change of control or management of the business since applying for this credit and no such change in control is pending. I/we will inform the Lender in writing of any change of this status within 30 business days of the change of status.

10. Signature Clause

I/we have read, understood and agree to be bound by the terms and conditions relating to this quotation.
(If married in community of property, then both spouses are to sign.)

Dewald Mathys Potgieter

Customer - Full Name/s and Surname

Signature

10/04/2025

Date (dd/mm/yyyy)

Consent of Surety (if applicable)

I/we have read, understood and agree to be bound by the terms and conditions relating to this quotation.
(If married in community of property, then both spouses are to sign.)

Surety - Full Name/s and Surname	Surety - Full Name/s and Surname
Signature	Signature
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)

Companies, Close Corporations, Trusts and Associations (if applicable)

For and on behalf of

in his/her capacity as

pursuant to a Resolution dated the day of 20

a certified copy whereof is hereto annexed.

Address

Registration number

Office Bearer - Full Name/s and Surname

Office Bearer - Signature

Date (dd/mm/yyyy)