



<p><b>1 DEFINITIONS</b> In these terms and conditions, unless the context requires otherwise:</p> <p>1.1 <b>'the account'</b> means the client's transactional current account to which these terms and conditions apply.</p> <p>1.2 <b>'the agreement'</b> means the agreement between the parties as constituted by these terms and conditions, read together with the application, the relevant product specification and pricing brochure (as amended from time to time) and, if applicable, the subsequent agreement with the client pertaining to the rates, fees, costs and charges (as amended from time to time).</p> <p>1.3 <b>'ATM'</b> means automated teller machine.</p> <p>1.4 <b>'the bank'</b> means <b>Nedbank Limited</b>, with registered address Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, and postal address PO Box 1144, Johannesburg, 2000.</p> <p>1.5 <b>'card'</b> means the relevant magnetic-strip or chip bank card issued to the client, which at the discretion of the bank may or may not include a Nedbank Maestro debit card, a Nedbank Visa Electron card, a Nedbank garage debit card and/or a Nedbank ATM card, which will be subject to the terms and conditions of Nedbank Maestro cards, Nedbank Visa electronic cards or Nedbank ATM cards.</p> <p>1.6 <b>'card transaction'</b> means any commercial transaction, including purchases, payments, interaccount transfers, services, cash withdrawals or deposits made:</p> <p>1.6.1 with the card from the account by using an ATM or SST or other electronic device; or</p> <p>1.6.2 by furnishing the card to a merchant or supplier.</p> <p>1.7 <b>'chip'</b> means the integrated circuit that is embedded in a plastic card and which is designed to perform processing and/or memory functions.</p> <p>1.8 <b>'the client'</b> means the applicant whose details are set out in the application form.</p> <p>1.9 <b>'chip &amp; PIN card'</b> means a plastic card, commonly called a chip card, with an embedded chip that communicates information to a point-of-transaction terminal.</p> <p>1.10 <b>'delivery'</b> and <b>'deliver'</b> mean that, in terms of any notice required to be provided to the client and/or the bank, such notice may only be given in writing and must be delivered to the client and/or the bank by way of hand-delivery or prepaid registered post or fax or telegram or email or SMS. If delivered by hand, the notice will be deemed to have been received on the date of delivery. If delivered by prepaid registered post, the notice will be deemed to have been received within 7 (seven) days of the postal date, unless the contrary is proved. If sent by fax, the notice will be deemed to have been received on the date of confirmation of the successful transmission of the fax as evidenced by a transmission report and/or slip. If delivered by telegram, the notice will be deemed to have been received within 7 (seven) days after the telegram was sent, unless the contrary is proved. If sent by email, the notice will be deemed to have been received on the day of transmission, unless the contrary is proved. If sent by SMS, the notice will be deemed to have been received on the day of transmission, unless the contrary is proved.</p> <p>1.11 <b>'dormant account'</b> means an account that has had no client-initiated debit or credit transactions for such period as the bank, at its reasonable discretion, may determine from time to time.</p> <p>1.12 <b>'the parties'</b> means the bank and the client.</p> <p>1.13 <b>'PIN'</b> means personal identification number. This is a secret number selected by the client and which only the client knows. This number must be encoded on the card by the bank and is used as a means of user identification. The card must be encoded with a PIN before the client will be able to withdraw and deposit money and otherwise use the card at such compatible ATMs, SSTs, point-of-sale terminals and other electronic devices as the bank may advise from time to time.</p> <p>1.14 <b>'pricing brochure'</b> means the latest, effective leaflet or any other source of information, furnished to the client, stipulating the items that attract fees, costs and charges and, in addition, the corresponding fees, costs and charges levied for such items and the effective date of the pricing brochure.</p> <p>1.15 <b>'product brochure'</b> means the latest, effective leaflet or any other source of information as published by the bank that contains a list of products offered by the bank and the corresponding product specifications.</p>	<p>1.16 <b>'product specifications'</b> means specific features of products offered by the bank, including age restrictions/limits, minimum deposits, minimum balances, interest rates, costs, charges, fees and service fees.</p> <p>1.17 <b>'SST'</b> means self-service terminal.</p> <p><b>2 USE OF CARDS</b></p> <p>2.1 The client and/or its authorised representative must immediately on receiving the card sign the card on its reverse with a non-erasable ballpoint pen.</p> <p>2.2 Subject to product specifications, the client may operate the account through access to electronic banking services, which include services at an ATM, SST and a point-of-sale device, as well as by telephone banking services and internet banking services.</p> <p>2.3 The client and/or its authorised representative will have access to ATMs or SSTs by using the card together with a PIN.</p> <p>2.4 It is important that the client's card is not used fraudulently. The client must therefore:</p> <p>2.4.1 take proper care of the card and the card number and take all reasonable steps to prevent it from being lost, stolen and/or used wrongfully;</p> <p>2.4.2 ensure that any record of the PIN is kept separate from the card and in a safe place;</p> <p>2.4.3 never tell anybody who offers to help, including any bank employee, the PIN;</p> <p>2.4.4 never write down or record the PIN; and</p> <p>2.4.5 not allow anyone to obtain knowledge of the PIN.</p> <p>2.5 When the client has received the card, the bank will, where applicable, encode the card with a PIN, which will give the client the right to deposit and/or withdraw cash and/or make use of services by means of the card at a compatible ATM, SST or other electronic device.</p> <p>2.6 By keeping and/or using the card the client accepts all these terms and conditions in respect of the use of the card.</p> <p>2.7 The client may not cede or delegate any of his rights or obligations in respect of the card or its use.</p> <p>2.8 The card is valid from the time it is issued or from the first day of the 'valid from' date on the card, as the case may be, until it expires or until the account is closed by either the client or the bank for whatever reason.</p> <p>2.9 The bank is the owner of the card and, when the account is closed for whatever reason, the client must give the card back to the bank (or to any person who is authorised to act on the bank's behalf).</p> <p>2.10 If the card or the client's card number or PIN:</p> <p>2.10.1 is lost, stolen or used wrongfully or</p> <p>2.10.2 is used by any person other than the client, the client must notify the bank immediately by calling the number provided on the client's statement or on the client's card itself. The client must also notify the bank immediately if anyone obtains knowledge of his PIN or if he has reason to believe or suspect that this has happened. The client will be provided with a reference number during the telephone call. It is important that the client keeps a record of the reference number as the client must be able to give it to the bank whenever requested to do so. The client must confirm the verbal notification by sending the bank written confirmation thereof, stating the reference number, within 24 (twenty-four) hours after the verbal notification. <b>The client will be liable for and must repay the bank all amounts the bank pays or has to pay if the card, card number or PIN is used, unless it has been reported as being lost, stolen or used wrongfully.</b></p> <p>2.11 The bank may debit the client's account with the amounts of:</p> <p>2.11.1 all transactions carried out by the client by using the card and the PIN; and</p> <p>2.11.2 all transactions not authorised by the client, but which have been carried out by means of the card and PIN before the bank has had the reasonable opportunity, after the verbal notification in terms of clause 2.10 above, to prevent any further unauthorised transactions.</p> <p>2.12 Except where a transaction is made by means of PIN or is made by mail or telephone order, the client must sign a sales voucher or a refund voucher, as the case may be, each time the card is used or the card number is given to a merchant or supplier. 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signing the voucher the client confirms that the information on it is correct. **The client will be liable for and must repay the bank for all amounts the bank pays in respect of the client's card transactions. Unless the client has notified the bank that the card has been lost or stolen in terms of clause 2.10, even if the client does not sign the relevant vouchers, the client will still be liable to the bank for such transactions.**

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2.13 The client must comply with all applicable exchange control regulations when the card is used outside the common monetary area. Card transactions made in foreign currencies will be converted to South African rand at an exchange rate determined by the bank and will be shown on the client's statements in South African rand. An additional fee may be payable by the client for such transactions. Such fee will be disclosed in the fee leaflet available from the bank.

2.14 The client may not use the card for any unlawful or illegal transaction and it is the client's duty to make sure that a transaction is lawful before the card is used.

2.15 The client may not use the card for any payment on behalf of a business or for transactions that in the bank's reasonable opinion are non-personal transactions, unless the client is a juristic person, sole proprietor or trust.

2.16 **When the client uses an ATM or SST, the client does so at his own risk and the bank will not be held liable for any loss or theft resulting from the use of an ATM or SST or other electronic device.**

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2.17 When making withdrawals at ATMs outside the borders of South Africa, the daily withdrawal limit will be different from the daily withdrawal limit at ATMs inside the borders of South Africa.

2.18 The client authorises the bank (which authorisation may not be cancelled):

2.18.1 to pay any purchases or services in respect of which the card or the card number is used and to debit the amount concerned to the client's account;

2.18.2 to debit the client's account with the amount of the sales voucher or any other cash amount withdrawn; and

2.18.3 to make the necessary entries to do the above and to reverse these entries when appropriate.

2.19 **The bank will not in any way be liable to the client if any merchant or supplier does not accept the card or the card number, or if the bank refuses to authorise any card transaction.**

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2.20 **If there are any claims or disputes between the client and the merchant or supplier in respect of the nature, quality or quantity of any goods or services obtained by the client from the merchant or supplier or in respect of any other matter, the bank's right to receive payment from the client will not be affected in any way nor will it give anyone a right of setoff or counterclaim against the bank. The client hereby acknowledges that no merchant or supplier is the bank's agent.**

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2.21 If a merchant or supplier refunds a client, the refund will be credited to the client's account only in the event of and once the bank receives a properly issued credit voucher from the merchant or supplier.

2.22 The client will not have the right to stop any payment that the bank makes or which the bank is about to make to a merchant or supplier in respect of any transaction, nor will the client have the right to instruct the bank to reverse a payment in respect of a transaction that has already been made, except as may be provided otherwise by statute.

### 3 USE OF THE ACCOUNT

3.1 The client agrees that:

3.1.1 the bank open a banking account for the client, the type of account and name of which will be indicated by the client by completing the necessary documentation to be provided by the bank;

3.1.2 the client will supply the bank with the details of the signing arrangement on the account in the format of or similar to the document to be provided by the bank;

3.1.3 the bank will be advised of all changes in signing arrangements;

3.1.4 the bank is authorised to receive and deposit any cheque to the account, but that the proceeds will be considered as cleared only when the cheque has been honoured. All cheque deposits are subject to a clearance period, which normally is 7 (seven) business days, but which may vary;

3.1.5 the bank is authorised to accept any instruction by fax or other electronic means and to treat such instructions as above; and

3.1.6 the use and handling of the account are subject to such arrangements as the bank may have in regard to the

implementation of the magnetic ink character recognition system as coupled with the Automated Clearing Bureau.

### 3.2 Nedbank4Me Account

The client acknowledges that:

3.2.1 the Nedbank4Me account is available to clients who are under the age of 16 (sixteen) years;

3.2.2 the bank reserves its right to move the client to a DeSign Student Account or to close the client's account once the client has reached the age of 16 (sixteen) years;

3.2.3 the client will retain the client's account number when moved to the DeSign Student Account; and

3.2.4 the client will be notified of the move and the product specifications of the Design Student Account.

### 3.3 DeSign Student Account

The client further acknowledges that:

3.3.1 if the client no longer meets the product specification requirements for the DeSign Student Account, the bank will attempt to contact the client to assess the client's personal needs and financial position to conduct an assessment of the client's banking needs;

3.3.2 based on this assessment, the client may choose a product to move to or the bank may suggest a product that suits the client's needs and financial position; and

3.3.3 should the client no longer meet the product specification requirements for the DeSign Student Account and the bank does not succeed in contacting the client for any reason, the bank reserves the right to move the client to a similar type of account.

## 4 NO RIGHT TO OVERDRAW THE ACCOUNT

4.1 The client must make sure that there is enough money in the account to cover any withdrawals made and to pay for all debits against the account.

4.2 The account must always have a positive (credit) balance. The bank will only grant the client credit if the client applied for a credit facility and this has been approved by the bank.

4.3 If the bank has not granted the client a credit facility but the account has a debit balance for whatever reason, the debit balance will immediately be payable in full. In such instance the bank will also charge the client its standard fees applicable to the account. In addition, interest will be levied on the debit balance at the maximum interest rate prescribed under legislation from time to time, and be capitalised monthly in arrear.

## 5 INTEREST RATE

5.1 The bank will not pay interest on any account, unless it was specifically agreed in writing.

## 6 WITHDRAWALS

6.1 Funds are available on demand, subject to the following limits:

6.1.1 daily withdrawal limits at ATMs;

6.1.2 withdrawal limits at teller terminals;

6.1.3 cheque deposits that have not been cleared; and

6.1.4 product-specific withdrawal limits.

## 7 DEPOSITS

7.1 Subject to product specifications, there is no limit on the number and size of deposits that can be made on the account after the opening deposit has been made.

7.2 If any negotiable instrument is deposited on the account, the proceeds will be credited to the account but the proceeds will be available as cash only when the negotiable instrument has been honoured. If the negotiable instrument is dishonoured, the account will be debited accordingly and the bank will send the negotiable instrument to the client at his risk.

7.3 The client agrees that cheques will be cleared by the bank through any clearing system used by clearing banks.

7.4 If a cheque deposited by the client is returned unpaid, the bank will inform the client within a reasonable period of time.

## 8 FEES, COSTS AND CHARGES

8.1 The bank is entitled to charge and recover fees, costs and charges as stipulated in the pricing brochure or the fees, costs and charges as later agreed with the client. Such fees, costs and charges will be debited in accordance with the product specifications. **The client is entitled to obtain a pricing brochure that contains information regarding the fees, costs and charges at any branch of the bank and the client hereby confirms that he has obtained such a pricing brochure and has read and understood the information contained therein.**

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8.2 The client must pay an additional fee each time a payment instruction causes the account to become overdrawn or further overdrawn, as set out in the pricing brochure or as later agreed with the client.

8.3 The client will be responsible for and must pay the bank the fees, costs and charges as stipulated above. The bank is entitled at its reasonable discretion to vary any fee, cost or charge or the items attracting such fees, costs or charges. To the extent that value-added tax is payable in respect of any fee, cost or charge, such fee, cost or charge will be inclusive of value-added tax payable by the client.

## 9 GOVERNMENT DUTIES

All applicable government levies in respect of the use of the account will be debited to the client's account monthly and paid over to the relevant government body.

## 10 LIABILITY

**Except where damage or loss is occasioned by the wilful misconduct or gross negligence of the bank (or any person acting for or controlled by the bank), the bank will not be liable to the client for any damage or loss that the client may suffer because:**

- 10.1 **any person gained unauthorised access to any information or data;**
- 10.2 **incorrect information was given to any person, including any credit bureau; and**
- 10.3 **there was a delay, failure or malfunction of any ATM, SST or other device (electronic or manual) that the client uses to carry out card transactions with the card.**

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## 11 ALLOCATION OF PAYMENTS

Each payment made by the client in terms of this agreement will be allocated firstly to any due or unpaid interest charges, secondly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

## 12 TERMINATION

- 12.1 The client may cancel the agreement without prior notice to the bank, but the bank will, subject to clause 22 hereunder, give reasonable prior notice of its intention to close the account, except where fraud or suspected fraud is occurring or has occurred on the account, in which event the bank may close the account without prior notice.
- 12.2 On termination of the agreement the client's right to use any card that has been issued to him in respect of the account will terminate. The client must immediately return the card to the bank at the address set out in clause 14. The card must be cut in pieces to prevent further use.

## 13 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 13.1 The client's personal information will be treated as confidential and will not be disclosed, except in the following circumstances:
  - 13.1.1 when the bank is legally compelled to do so;
  - 13.1.2 when it is in the public interest to disclose; and
  - 13.1.3 when the bank's interests require disclosure or when disclosure is made at the client's request or with his written consent.
- 13.2 The bank may disclose information to credit reference agencies relating to the client's personal debts owed to the bank:
  - 13.2.1 if the client has fallen behind with the repayment of his debt and has not made alternative satisfactory arrangements with the bank. If the amount owed or in arrears is in dispute, this fact will also be disclosed but not the amount itself; or
  - 13.2.2 if the client has given his written consent.

## 14 ADDRESS FOR LEGAL NOTICE

- 14.1 The parties choose as their addresses for the purposes of the agreement:
  - the bank:** Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown.
  - the client:** the last known physical address supplied by the client.
- 14.2 Any legal process to be served on any party may be served at the address specified for such party in clause 14.1 and such party chooses that address as its address for legal notice for all purposes under the agreement.
- 14.3 Any notice or other communication to be given to any party in terms of the agreement will be valid and effective only if it is given in writing.
- 14.4 A notice to any party that is delivered to the party by hand at the address specified for such party in clause 14.1 will be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 14.5 Notwithstanding anything to the contrary in this clause 14, a written notice or other communication actually received by any party will be adequate written notice or communication to such party even if the notice was not sent to or delivered at the party's chosen address.
- 14.6 A party may by written notice to the other party change its address or fax number for the purpose of clause 14.1 to any

other address (other than a post office box number) or fax number, provided that the change will become effective on the 7th (seventh) business day after the receipt of the notice.

## 15 EVENTS OF DEMAND

- 15.1 The following will be events of demand, each of which will be severable and distinct from the others:
  - 15.1.1 if the client fails to conduct the account in a manner acceptable to the bank;
  - 15.1.2 if the client allows the account to become overdrawn and fails to rectify such excess on demand;
  - 15.1.3 if the client breaches any condition contained in this agreement, or breaches a condition of any other agreement with the bank (which breach will constitute a breach of this agreement);
  - 15.1.4 if the client commits an act of insolvency, or an act similar to an act of insolvency, as defined in the Insolvency Act of 1936 (as amended) or an act defined in terms of section 344 of the Companies Act of 1973 (as amended);
  - 15.1.5 if the client is unable or ceases for any reason whatsoever to conduct the business carried on by it in an ordinary and regular manner, if applicable;
  - 15.1.6 if any material assets of the client are attached under writ of execution; or
  - 15.1.7 if the client is voluntarily or compulsorily placed under judicial management, is sequestrated or is wound up, or enters into any compromise, composition or arrangement with its creditors or any class thereof.
- 15.2 Where an event of demand occurs, the bank may (without limiting any other right the bank may hereby or otherwise acquire) claim immediate repayment of all amounts owing under the agreement from whatever cause arising in connection therewith, and all such amounts will immediately become due and payable, together with interest calculated at the applicable rate and levied as agreed in terms hereof.
- 15.3 No indulgence or extension of time granted by the bank to the client may be deemed to be a waiver of any of the bank's rights.

## 16 JURISDICTION

At the option of the bank any claim arising hereunder may be recovered in any magistrate's court having jurisdiction, irrespective of the amount of the claim, and the client hereby consents to the jurisdiction of that court.

## 17 STATEMENT

- 17.1 Subject to such an option being available, a statement reflecting all the debit and credit entries as well as the total debit or credit balance, as the case may be, will, on a regular basis and in accordance with product specifications, be mailed to clients who have exercised the option.
- 17.2 At the sole discretion of the bank an additional cost may be levied against the client's account for receiving mailed statements.
- 17.3 If the client has not opted to receive mailed statements, a statement printout may be obtained at the client's branch, at an SST, over the internet or through telephone banking, if and when required.
- 17.4 Statements should be checked for accuracy by the client as soon as they are received, and any discrepancies must be reported to the bank within 30 (thirty) days of receipt of the statement.
- 17.5 In the event of a dispute with regard to the items appearing on the statement the bank's records will be proof on the face of it.

## 18 DORMANT ACCOUNTS

- 18.1 An account will become dormant if the client has not performed any debit or credit transactions on his account for such a period as the bank, at its discretion, may determine from time to time.
- 18.2 The client will not be able to transact on a dormant account unless he provides proof of his identity, in which event the account may be reactivated.
- 18.3 The bank may, after written notification to the client, at its sole discretion close an account that has been dormant for such a period as the bank may determine from time to time.
- 18.4 The bank will, 60 (sixty) days prior to closing the dormant account, send a letter to the client's address, informing the client that the account will be closed.
- 18.5 Once the dormant account is closed, no interest will accrue to the account.

## 19 CLIENT'S RIGHTS

- 19.1 The client has the right to:
  - 19.1.1 resolve a complaint by way of alternative dispute resolution;
  - 19.1.2 report any dispute to the Ombud for Banking Services, who can be contacted at –
    - Tel: 011 838 0035 or 0860 800 900
    - Fax: 011 838 0043
    - Email: [info@obssa.co.za](mailto:info@obssa.co.za)

Physical address: 28 Harrison Street, Fifth floor, JCI Buildings, Marwilltown, 2001  
Postal address: PO Box 5728, Johannesburg, 2000

19.2 The client may dispute all or part of any particular credit or debit entered on the account in terms of the agreement by delivering a written notice to the bank, and the bank will then give the client written notice either explaining the entry in reasonable detail or confirming that the statement was in error either in whole or in part, and setting out the revised entry.

**20 CREDIT BUREAU INFORMATION**

20.1 The bank hereby informs the client that it supplies consumer credit information to the credit bureaus, and in this regard the client confirms and acknowledge that:

20.1.1 the bank may transmit to the credit bureaus data about the application, opening and termination of an account by the client;

20.1.2 information on non-compliance with the terms and conditions of the agreement is transferred to the credit bureaus;

20.1.3 a judgment may be granted against the client in the event of a client's account remaining in arrears despite demand for payment from the bank, which judgment may have an adverse effect on the client's credit record;

20.1.4 the credit bureaus provide a credit profile and possibly credit scores on the creditworthiness of the client, subject to the credit record;

20.1.5 the client has the right to have the credit record disclosed and to correct inaccurate information; and

20.1.6 the client may contact the credit bureaus at –  
Transunion ITC  
Tel: 0861 482 4820 or 011 214 6000  
Fax: 0866 701 737 or 011 388 2454  
Email: disputeinfo@transunion.co.za  
Physical address: Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, 2000  
Postal address: PO Box 4522, Johannesburg, 2000  
Experian (Pty) Ltd (Headoffice)  
Tel: 086 110 5665  
Fax: 011 463 3988  
Email: info@experian.co.za  
Physical address: Experian House, The Ambridge Office Park, Vrede Avenue, Douglasdale, 2191  
Postal address: PO Box 98183, Sloane Park, 2152

**21 CERTIFICATE**

The nature and amount of the client's indebtedness to the bank in terms of the agreement, as well as the interest rate in respect thereof, will at any time be determined and proved by a written certificate purporting to have been signed by a manager of the bank for the time being, whose capacity or authority it will not be necessary to prove, which certificate will on the mere production thereof be binding on the client and be, on the face of it, proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the client, and will be valid as a liquid document against the client in any competent court.

**22 GENERAL TERMS**

22.1 Before opening an account the bank may follow up references or otherwise satisfy itself of the client's identity and suitability as an accountholder. The bank may refuse to open an account or accept a deposit.

22.2 The client agrees that the bank may combine any or all accounts the client have with the bank, without notifying the client thereof. However, if the bank combines only some of these accounts, the bank will still have the right to claim from the client any amount in respect of an account that is not part of the combined accounts.

22.3 These terms and conditions, read with the application, the relevant product specification and pricing brochure (as amended from time to time) and, if applicable, the later agreement with the client about the rates, fees, costs and charges (as amended from time to time), will form the whole agreement between the parties in connection with the client's current account.

22.4 Product specifications, as amended by the bank from time to time, will apply to the agreement.

22.5 Any latitude, indulgence or extension of time granted by the bank to the client will not constitute a novation or waiver of the bank's rights in terms of these terms and conditions. The failure by any party to enforce any provision of the agreement will not in any way affect that party's right to require performance of the provision at any time in the future.

22.6 Any amendment of the terms and conditions will not constitute a novation of the agreement or of any previous obligation of the client to the bank.

22.7 The agreement will be governed in accordance with the laws of the Republic of South Africa.

**23 INTERPRETATION**

23.1 For the purposes of the agreement, unless the context clearly requires otherwise:

23.1.1 the singular includes the plural and vice versa;

23.1.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two;

23.1.3 any reference to a natural person includes an artificial person and vice versa; and

23.1.4 any word or expression defined in clause 1 and expressed in the singular includes the plural and vice versa, and a cognate expression has a corresponding meaning.

23.2 All the headings in these terms and conditions are for convenience only and are not to be taken into account for the purposes of interpreting the agreement.

**24 ACKNOWLEDGEMENT, CONFIRMATION AND CONSENT**

24.1 **The client warrants that he has fully and truthfully answered all questions and responded to requests for information by the bank relating to the agreement.**

24.2 **The client confirms that he understands and appreciates the risks and costs inherent in the agreement, as well as his rights and obligations under the agreement.**

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Signed at \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Place Day Month Year

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Signature of client(s)

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Signature of client(s)

Capacity (if applicable) -----

Capacity (if applicable) -----