

1 Introduction

- 1.1 These Terms become effective when you open a Shari'ah Business Fixed Deposit Account.
- 1.2 You must know, understand and comply with these Terms and the general terms and conditions, as they are a binding agreement between you and us.
- 1.3 If there is a conflict between these Terms and the general terms and conditions, these Terms will apply.
- 1.4 You can change these Terms at any time. Please visit www.standardbank.co.za to obtain the latest Terms applicable to this product.
- 1.5 Important clauses that may limit our responsibility or involve some risk for you will be in bold and require your special attention.

2 Definitions

In the Terms, words will be used exactly as defined (singular words include the plural and vice versa). Relevant terms and their meanings are as follows:

Account	The Shari'ah Business Fixed Deposit Account that we will open in your name at your request.
ATM Card	Automated teller machine. A bank card issued to you and linked to your Account.
Investment Amount	The amount that you deposit in your Account for the Investment Period.
Investment Period	The period of time for which you have deposited your Investment Amount
Mudarabah	A Shari'ah contract where the client provides capital in the form a deposit and the Bank provides management and entrepreneurial skill. We will manage the capital by investing at our discretion in Shari'ah-compliant assets.
Standard Bank, the Bank, we, us, our	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
Takharuj	The termination of a contract by mutual consent.
you	The person/juristic person who applies for an Account, or in whose name an Account is opened.

3 Your Account

- 3.1 You must deposit the minimum required Investment Amount to open your Account.
- 3.2 You must deposit your Investment Amount within seven days after opening the Account to receive the indicative profit rate. If you do not make this deposit within seven days, your Account will be closed. The Investment Amount must not be less than R1 000.
- 3.3 You must deposit your money for a fixed Investment Period.
- 3.4 Funds cannot be withdrawn directly from this Account at a teller.
- 3.5 At the end of the Investment Period, we will transfer money into your chosen transactional account at any bank. If your chosen transactional account rejects or can't receive the funds for any reason, we will try to contact you. **If we are not able to reach you after three attempts or other reasonable steps, we will reinvest it for a period equal to the Investment Period of your maturing investment.** The profit sharing applicable will be the indicative rate prevailing for Shari'ah Business Fixed Deposit accounts for the Investment Period on the day we reinvest it. The profit sharing during the reinvestment period will be calculated as set out in clause 5.
- 3.6 If the payment of any funds is due on a Sunday or on a public holiday, we will make the payment on the following business day.
- 3.7 You cannot add money to your Account during the Investment Period.
- 3.8 You cannot link this Account to a Card to view your Account information at any AutoPlus ATM or through our Internet banking service. Account information can be obtained at your nearest branch.
- 3.9 **If you have not told us what to do with your money at the**

end of the Investment Period, we will reinvest it for a period equal to the Investment Period of your maturing investment.

The profit sharing applicable will be the indicative rate prevailing for Shari'ah Business Fixed Deposit accounts for the Investment Period on the day we reinvest it. The profit sharing during the reinvestment period will be calculated as set out in clause 5.

- 3.10 Should you, at maturity, instruct us to reinvest your funds, you will have the option of changing your Investment Period and Investment Amount. The profit sharing applicable will be the indicative rate prevailing for Shari'ah Business Fixed Deposit accounts for the Investment Period on the day we reinvest it. The profit sharing during the reinvestment period will be calculated as set out in clause 5. Please read through the terms and conditions carefully and ensure that you understand them before you instruct us to reinvest.

- 3.11 All reinvestments are subject to your meeting our compliance requirements, for example, our FICA requirements as set out in the general terms and conditions.

- 3.12 An income tax certificate in respect of your Account will be generated for each tax year and will be sent to you or will be available for download through Internet Banking or the Mobile App. You can also request this certificate through your relationship manager or our call centre or at one of our branches. This certificate indicates the amount of profit accrued and profit paid in a particular tax year, whether or not the profit is paid in the same tax year. Your Shari'ah profit share is deemed to be interest for income tax purposes. We are also obliged to share this information with the South African Revenue Service in terms of applicable laws and regulations.

- 3.13 If you are an individual, a trust or any person other than a company and your investment term is 12 months or less, your income tax certificate will only disclose profit that has been paid to you during the relevant tax year.

- 3.14 If you are an individual, a trust or any other person other than a company and your investment term is longer than 12 months, your tax certificate will disclose the profit you have earned as calculated in line with income tax legislation (i.e. section 24J of the Income Tax Act). However, such profit 'earned' may not have been paid to you at the end of the tax year. Thus, while you may only receive the profit on maturity of the investment, the profit 'earned' will be spread over the investment term and reported as such on your income tax certificate and will be taxed accordingly over the period of the investment.

- 3.15 If you are a company, your income tax certificate will disclose the profit you have earned as calculated in line with income tax legislation (i.e. section 24J of the Income Tax Act), regardless of your investment term.

- 3.16 **If you default on any amount that you owe on another account held with us, we may give you notice that the Investment Amount will become due and payable to you. We may use the proceeds of your Account to settle this debt. Any money that remains will be paid to you.**

- 3.17 If you pledge funds in your Account as security for any credit facilities with us, we will block access to the amount pledged.

- 3.18 This Account is based on the Shari'ah principle of Mudarabah.

4 Early Withdrawal

- 4.1 **You will incur an early-withdrawal charge if you withdraw money from the Account or close the Account during the Investment Period.**

- 4.2 Any withdrawal or closure of the Account during the Investment Period will be based on the Shari'ah principle of Takharuj. To see the minimum Takharuj charge please refer to the pricing guide on our website at www.standardbank.co.za.

- 4.3 Profit that has accrued in your favour up to this point will be paid to you.

5 Profit sharing

- 5.1 If we make a profit from our activities using your capital, we will share the profit with you according to the profit-sharing ratios described in these terms and conditions.

- 5.2 You will receive 50% of the profit and we will receive 50% of the profit.

- 5.3 We calculate profits using the average daily balance maintained in your Account.
- 5.4 We have created weightages based on the tenure and balance of your investment. If you invest for a longer period and/or your investment balance is higher, your weightage will be higher.
- 5.5 The information relating to the weightage allocated to your Account can be obtained at www.standardbank.co.za or at your nearest branch.
- 5.6 You must choose when we should pay you the profit you have earned on your Account. Your payment options are: monthly, quarterly, half-yearly, annually or at maturity. Profit is quoted per annum and depends on the actual capital amount deposited and on whether the chosen investment term has run its full course.
- 6 Capital not guaranteed and sharing of losses**
- 6.1 **The capital in your Account is not guaranteed. If we assume any losses using your capital, your capital may be reduced.**
- 6.2 **No profit share will be allocated if Shari'ah-compliant assets were not obtainable during the Investment Period.**
- 6.3 **Funds will be returned and the Account will be closed if Shari'ah-compliant assets were not available on your Account.**
- 6.4 **If the Mudarabah pool suffers a loss, the loss will be confined to the funds you deposited in the pool with the bank.**
- 7 Donation of non-Shari'ah income**
- 7.1 You appoint the Bank to dispose of or donate any impermissible or non-Shari'ah-compliant profit accrued to your Account as stipulated by our Shari'ah Advisory Committee to charitable organisations on your behalf without your consent.
- 8 Statements**
- You will not receive Account statements during the Investment Period. Your balance and the profit accrued up to the date of your enquiry can be obtained at your nearest branch.
- 9 Changes to the account rules, the fees or these Terms**
- 9.1 We can change these Terms at any time, and we can change the product rules that apply to the Account, for example with regard to the minimum balance, the fees or the indicative profit rate. We will tell you about any changes through our Pricing Guide, our website, Internet Banking, the Mobile App, social media or your Account statement, or by sending you an SMS, MMS or email. We may also send a push message (in other words, a message that you must respond to) to your phone. You must make sure that we always have complete, accurate and up-to-date contact details for you.
- 9.2 The latest version of these Terms applies to you each time you use the Account. By continuing to use the Account, you are agreeing to the updated Terms. If you continue to use the Account after we have given you notice of the updated Terms, we will assume that you have agreed to the changes and to be bound by them.
- 9.3 You can close the Account (in accordance with clause 11.1 below) or apply for another product if you do not wish to accept the changes to the Terms.
- 9.4 You are not allowed to change any of these Terms.
- 10 No tax or legal advice**
- 10.1 It is important that you understand the features, benefits, Terms, fees and tax or legal implications of the Account before you apply for it.
- 10.2 We do not provide any tax or legal advice. You should consult with your own adviser to understand the tax or legal consequences of having an account with us and of any changes made to it.
- 11 Closing the account**
- 11.1 If you want to close the Account**
- 11.1.1 If you decide to close the Account, you must let us know by contacting your relationship manager or banker, or by going to a branch.
- 11.1.2 The Account must be fully compliant with the requirements of the Financial Intelligence Centre Act before you may withdraw your money from it. If you owe us any money (including fees), such amounts must be settled in full before we can close the Account.
- 11.1.3 If you close your Account, this does not mean that you end your relationship with us. Any other products that you have taken up with us will remain in place.
- 11.2 If we want to close the Account**
- 11.2.1 We may close the Account on written notice to you and if we do this, you must pay any amounts you owe us (including fees) by the date set out in such notice.
- 11.2.2 We will not give you notice under the following circumstances and may close your Account immediately if:
- 11.2.2.1 we believe or suspect that the Account is being used for any prohibited, unlawful, fraudulent or sanctioned activity;
- 11.2.2.2 we believe or suspect that your operation of the Account directly or indirectly benefits a sanctioned entity;
- 11.2.2.3 we are notified that you are a sanctioned entity;
- 11.2.2.4 you have breached (gone against) any of these Terms and, if the breach can be fixed, you have not fixed it after we have given you enough time to do so; or
- 11.2.2.5 we must do this for any other legal reasons.
- 12 Transfer of rights**
- 12.1 We or any third party may ask you to cede or pledge your rights under these Terms (including the right to payment of a credit balance on your Account), either as security or absolutely, for amounts that you owe. You must receive our written permission beforehand if you want to transfer your rights or obligations under these Terms to anyone else.
- 12.2 If we give our permission to transfer your rights or obligations, we may change these Terms to include extra rights for us or to impose extra obligations on you or the person you wish to transfer your rights and obligations to. For example, we could block access to the Account, which means neither you nor anyone else will be able to transact on the Account. We will only consider cessions or pledges to registered South African banks.
- 12.3 You agree that we may, without further notice to you, cede or pledge all or any part of our rights and/or delegate all or any part of our obligations under these Terms, either absolutely or as security, to any person, even if the cession or delegation may result in a splitting of claims against you. This means that such person will have the right to exercise all the rights and obligations that we have under these Terms, including the right to process your personal information.