

# Standard Bank Offshore Visa Debit Card

## Terms and Conditions - Dated 9 November 2006

These terms and conditions comprise the agreement between the Standard Bank Isle of Man Limited/Standard Bank Jersey Limited (the "Bank") and the Cardholder in connection with the Cardholder's Standard Bank Offshore Visa Debit Card. These Terms and Conditions must be read in conjunction with the terms and conditions for Optimum accounts and the general terms and conditions for Personal and Corporate accounts as appropriate.

### 1. Interpretation

1.1 In these terms and conditions:

- 1.1.1 "Account" means the bank account held or to be held with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate.
- 1.1.2 "Account Currency" means the currency in which the Account is denominated.
- 1.1.3 "Bank" means whichever of Standard Bank Isle of Man Limited or Standard Bank Jersey Limited holds the Account.
- 1.1.4 "Card" means a Standard Bank Offshore Debit Card, including any renewal or replacement Card.
- 1.1.5 "Cardholder" means the person having power alone to operate the Account in accordance with the bank mandate in respect thereof.
- 1.1.6 "PIN" means the personal identification number issued to the Cardholder from time to time for use with the Card.
- 1.1.7 "Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.
- 1.1.8 "Visa" means Visa International Service Association, a corporation organised and existing under the laws of the State of Delaware, United States of America, having an office and principal place of business at 900 Metro Center Boulevard, Foster City, CA 94404 United States of America or any subsidiary thereof.
- 1.1.9 "Working days" means Monday to Friday inclusive except bank holidays.

1.2 In these terms and conditions references to the singular include the plural and vice versa and references to one gender include references to the other gender. The headings used herein are for ease of reference only.

### 2. Card facilities

- 2.1 The Cardholder may use the Card to pay for goods or services at retailers or suppliers world-wide who accept the Card by signing a sales voucher, by signing a mail order purchase form showing the number printed on the Card or by placing an order by telephone or over the Internet and quoting the number printed on the Card, and the Bank will debit to the Account the amount of any such Transaction authorised in such way.
- 2.2 The Cardholder may use the Card in conjunction with the PIN to withdraw money from automated teller machines, which accept the Card when they are operating. The amount of money so withdrawn will be debited to the Account.
- 2.3 The Cardholder may use the Card in conjunction with the PIN to pay for goods and services by using a card operated machine at retailers or suppliers world-wide who offer this facility. The Bank will debit to the Account the amount of any Transaction authorised in this way.
- 2.4 The Cardholder may use the Card at any bank which accepts the Card to withdraw money or make payment by signing a voucher, the amount of which will be debited to the Account.
- 2.5 In addition to the amount of all Transactions, certain charges will be debited to the Account as provided for herein.
- 2.6 The Card is only available to persons over the age of eighteen years (twenty years in the case of persons resident or domiciled in Jersey or who hold an Account with Standard Bank Jersey Limited) and who are of full legal capacity in all other respects.

### 3. The Card

- 3.1 The Card belongs to the Bank and the Bank or any authorised officer, servant, employee, associate or agent of the Bank may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.
- 3.2 The Card will not become valid or operational until the Cardholder acknowledges receipt of the Card by contacting the Bank by telephone on the number provided and stating the password specified by the Cardholder in the account application form. The Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardholder that it be returned to the Bank. When the period of validity of a Card expires it must be destroyed by cutting it in half through the magnetic strip.
- 3.3 The Cardholder must take all reasonable precautions to prevent unauthorised use of the Card, including, not allowing anyone else to use the Card and telephoning the Bank, in accordance with paragraph 3.2 above, to acknowledge receipt of the Card as soon as possible.
- 3.4 If the Card is lost or stolen the Cardholder or any other person acting on behalf of the Cardholder shall immediately notify the Bank or the Visa Global Customer Assistance Service by telephoning the number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify relevant law enforcement agencies. The Cardholder must confirm the loss of the Card by notice in writing to the Bank within seven days of having notified the Bank by telephone.
- 3.5 The Cardholder must co-operate with any officers servants, employees, associates or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank may disclose information about the Cardholder and the Account if it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorised use of the Card.
- 3.6 If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.

### 4. The PIN

The Bank will issue a PIN to the Cardholder. Once the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid unauthorised use, including destroying the PIN mailer issued by the Bank promptly after receipt, never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and notifying the Bank as soon as possible if someone else knows or is suspected of knowing the PIN.

### 5. Liability for unauthorised transactions

- 5.1 Unless the Bank can show that the Cardholder has acted fraudulently or with negligence or otherwise contrary to the provisions of these terms and conditions, the Bank will be responsible for any money lost as a result of the Card being lost in despatch from the Bank to the Cardholder and the Bank will also be responsible for any money lost as a result of use of the Card without the Cardholder's authorisation after it has been reported as lost or stolen to the Bank and to the relevant law enforcement agencies (see paragraph 3.4 above) that the Card has been lost or stolen or that the PIN is known or suspected of being known by someone else. The Bank will credit the Account with any amount for which the Bank is responsible pursuant to this paragraph, including any related interest and charges.
- 5.2 The Cardholder will be responsible for any losses without limit, except losses for which the Bank will be responsible pursuant to paragraph 5.1 above, incurred by the Bank or any other person and including, without prejudice to the generality of the foregoing, any losses incurred as a result of the loss or theft of the Card or the use of the Card in a fraudulent or negligent manner or otherwise contrary to the provisions of these terms and conditions.
- 5.3 If the PIN is held with the Card and subsequently lost or stolen, the cardholder will be liable for all PIN related Transactions. If the Cardholder discloses the PIN then the Cardholder will be liable for all subsequent PIN related transactions.

### 6. Charges

- 6.1 The Bank shall charge a fee to the Cardholder in respect of each cash withdrawal made using the Card for which a charge is levied by Visa, in accordance with the Bank's schedule of fees from time to time in force.
- 6.2 The Cardholder will be charged in respect of every Transaction made in a currency other than the Account Currency in respect of the conversion of the amount of the Transaction into the Account Currency, in accordance with the Bank's schedule of fees from time to time in force.
- 6.3 The Bank shall charge an annual fee to each Cardholder in accordance with the Bank's schedule of fees from time to time in force.

### 7. General

- 7.1 The total amount of any Transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time with effect from the date of such notice.
- 7.2 The Bank will issue a Card only if the Cardholder has completed an application form and it has been accepted by the Bank, or if the Bank at its discretion is replacing or renewing a Card.
- 7.3 The Cardholder is not authorised to enter into Transactions using the Card to a value in excess of the credit balance (if any) of the Account from time to time unless an overdraft has been previously agreed with the Bank. The Account will be charged interest by the Bank at the relevant interest rate of the Bank in respect of unauthorised overdrafts on the Account unless otherwise agreed and the Bank's usual fees for unauthorised overdrafts may also be charged to the Account.
- 7.4 If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorised but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in clause 7.1. and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such Transaction, the Bank may in its own absolute discretion refuse to authorise such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorise any Transaction.
- 7.5 In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any interest, fees, charges or other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account.
- 7.6 The Cardholder may use the Card to obtain the services described in these terms and conditions and such other services as the Bank may provide from time to time. All such services will be subject to these terms and conditions.
- 7.7 The Card may not be used by any person other than the Cardholder.
- 7.8 The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank.
- 7.9 The Cardholder shall notify the Bank if:-
  - 7.9.1 an entry appears on the statement of the Account which is believed to be incorrect as soon as possible but in any event within twenty-five days of the date of such statement; and
  - 7.9.2 the Cardholder's address is changed, as soon as possible.
- 7.10 A Transaction cannot be cancelled by the Cardholder after it has been completed.
- 7.11 Subject to paragraph 7.4 hereof the Bank will normally debit the amount of any Transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.
- 7.12 If a retailer or supplier makes a refund by means of a Transaction the Bank will credit the Account when it receives the retailer or supplier's proper instructions and the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.
- 7.13 When the Card is used to effect a Transaction through Visa (whether with a retailer or supplier, a bank or from a card operated cash machine) in a currency other than the Account Currency, Visa will convert the amount of the Transaction into the Account Currency at the applicable exchange rate on the day upon which it receives notification of the Transaction.
- 7.14 The Card may not be used to guarantee payment of cheques drawn on the Account.
- 7.15 The Card may not be used as payment for an illegal purchase.
- 7.16 Regular Payments can be arranged using the Card by agreement with the Merchant. If the Cardholder wishes to amend or cancel these payments, the Cardholder must contact and arrange this with the relevant Merchant direct, and retain written confirmation of such amendment/cancellation. The Bank is not liable should Transactions continue to be received following any amendment or cancellation.
- 7.17 If the Cardholder requires a copy sales or cash voucher, the Bank will need to request this via Visa International. The Cardholder should allow up to 60 days for this to be received. The Bank reserves the right to make a charge for copy vouchers.

### 8. Termination

- 8.1 The Bank may terminate the agreement comprised in these terms and conditions by notifying the Cardholder in writing to that effect at any time. The Cardholder may terminate the agreement comprised in these terms and conditions by notifying the Bank in writing, cutting the card in half through the magnetic strip and returning the Card to the Bank. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the other party of such notice.
- 8.2 The agreement comprised in these terms and conditions, shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.
- 8.3 Termination of the agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

### 9. Miscellaneous

- 9.1 The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial action, failure of power supplies, systems or equipment or causes beyond the Bank's control.
- 9.2 These terms and conditions and the banking practices and charges relating thereto may be changed by the Bank at any time by notice thereof to the Cardholder. Any such changes will be effective from the date of the notice or such later date as may be specified therein.
- 9.3 In addition to the authorisation contained in paragraph 3.5 hereof, the Cardholder authorises the disclosure to any company within the Standard Bank Offshore group of companies, to any third party processors and/or card personalisation firms utilised by the Bank from time to time in any jurisdiction, such information in relation to the Cardholder, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction as may be required by law.
- 9.4 If the Card is to be issued to a corporate entity the Bank reserves the right to vary and/or add to these terms and conditions as it may in its discretion consider appropriate.
- 9.5 Where the Account is held with Standard Bank Isle of Man Limited, these terms and conditions shall be governed by and construed in accordance with Isle of Man law and the Cardholder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Isle of Man in connection herewith. Where the Account is held with Standard Bank Jersey Limited, these terms and conditions shall be governed by and construed in accordance with Jersey law and the Cardholder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Jersey in connection herewith.

# Bank Accounts

## Terms and Conditions - Dated 9 November 2006

### Optimum Account principal criteria

1. The Optimum Account ("the account") is available to personal clients in Sterling, US Dollar and Euro.
2. The minimum deposit required to open an account is £3,000, US\$5,000 or €5,000. Provided that the account balance is maintained above the minimum balance requirement, then interest is calculated at the appropriate Optimum Account rate. If the balance falls below the minimum balance requirement, then the account ceases to accrue interest until such time as the minimum balance requirement is restored.
3. If the average credit balance maintained over any quarterly interest period amounts to less than £2,000, US\$3,000 or €3,000, then an account maintenance charge may be applied.
4. Interest rates will vary in line with market conditions and the balance held on the account.
5. Interest is calculated on the daily cleared balance of the account and credited quarterly, on the last business days of March, June, September and December.
6. An optional cheque book is available for use with Sterling accounts. Cheque books will be provided free of charge where balances on the account exceed £10,000 otherwise a charge may be payable.
7. A bank statement is issued quarterly after application of interest, or on request. Paid cheques will not be returned to account holders. (If an account has not been used during the preceding quarter the bank reserves the right to vary the statement frequency to half yearly).
8. Deposits and withdrawals may be made at any time.
9. Account holders are not permitted to overdraw the account unless prior arrangements have been made with the bank.
10. These Terms and Conditions should be read in conjunction with the Bank's General Terms and Conditions for Personal Accounts. The bank reserves the right to vary, amend or add to these criteria at any time, with material amendments advised to account holders.

### Offshore Reserve Account principal criteria

1. The Offshore Reserve Account ("the account") is available to personal clients in Sterling, US Dollar, Euro and South African Rand.
2. The minimum deposit required to open an account is £3,000, US\$5,000, €5,000 or ZAR 35,000. Provided that the account balance is maintained above the minimum balance requirement, then interest is calculated at the appropriate Offshore Reserve Account rate. If the balance falls below the minimum balance requirement, then the account ceases to accrue interest until such time as the minimum balance requirement is restored.
3. Interest rates will be fixed on the first business day of each calendar month. Under normal conditions these rates will be maintained for the period to the first business day of the next calendar month, however, will vary according to the balance held in the account. The bank reserves the right to change interest rates during any month should market conditions warrant.
4. Interest is calculated on the daily cleared balance of the account and credited half yearly, on the last business days of February and August.
5. A bank statement is issued half yearly after application of interest.
6. Deposits may be made at any time and two withdrawals are permitted in each half year (periods ending last business days of February and August). Other than any transfer charge, these will be free. Any additional withdrawals will be subject to a charge in addition to the standard transfer charge.
7. Account holders are not permitted to overdraw the account.
8. These Terms and Conditions should be read in conjunction with the Bank's General Terms and Conditions for Personal Accounts. The bank reserves the right to vary, amend or add to these criteria at any time, with material amendments advised to account holders.

### Offshore Moneymarket Call account

1. The Offshore Moneymarket Call Account ("the account") is available to personal clients in Sterling, US Dollar and Euro.
2. The minimum deposit required to open an account is £25,000, \$50,000 or €50,000. Provided the account balance is maintained above £3,000, \$5,000 or €5,000 then interest is calculated at the appropriate Offshore Moneymarket Call Account rate. If the balance falls below these levels then the account ceases to accrue interest.
3. Interest rates will vary in line with market conditions and the balance held on the account.
4. Interest is calculated on the daily cleared balance of the account and credited monthly on the last working day of each month.
5. A bank statement is issued quarterly on the last working day of each calendar quarter. If the account has not been used during the preceding quarter, the Bank reserves the right to vary the statement frequency to half yearly.
6. Deposits and withdrawals may be made at any time.
7. Account holders are not permitted to overdraw the account.
8. Should the account balance remain below the minimum opening balance level, the Bank reserves the right to amend the account type to a more appropriate product or to close the account.
9. These Terms and Conditions should be read in conjunction with the Bank's General Terms and Conditions for Personal Accounts. The Bank reserves the right to vary, amend or add to these criteria at any time, with material amendments advised to account holders.

### Expatriate Savings Account

1. The Expatriate Savings account ("the account") is available to expatriate personal clients in Sterling, US Dollar and Euro.
2. The minimum deposit required to open an account is £10,000, \$25,000 or €25,000. Provided the account balance is maintained above £3,000, \$5,000 or €5,000 then interest is calculated at the appropriate Expatriate Savings account rate. If the balance falls below these levels then the account ceases to accrue interest during that period.
3. The maximum permitted deposit is £1 million or currency equivalent.
4. Interest rates will be fixed on the first business day of each calendar month. Under normal conditions these rates will be maintained for the period to the first working day of the next month, however, will vary according to the balance held in the account. The bank reserves the right to change interest rates during the month should market conditions warrant.
5. Interest is calculated on the daily cleared balance of the account. At the time of opening, clients may request that interest be credited to the account only upon closure. Unless otherwise specified by the client, interest will be credited to the account annually on the last working day of June.  
Account holders are responsible for any tax payable as a result of interest received or accrued and we recommend that professional advice is taken, if required.
6. A bank statement is issued annually as at the 30 June or first working day thereafter.
7. Deposits may be made at any time. One withdrawal of up to one quarter of the account balance may be made without notice or interest penalty within a calendar quarter. Calendar quarters begin 1 January, 1 April, 1 July and 1 October each year. Further withdrawals may be made within a calendar quarter subject to giving the Bank 90 days notice of withdrawal. Alternatively, further withdrawals may be made on demand, subject to the loss of 90 days interest on the amount withdrawn.
8. Account holders are not permitted to overdraw the account.
9. These Terms and Conditions should be read in conjunction with the Bank's General Terms and Conditions for Personal Accounts. The Bank reserves the right to determine exclusively whether an applicant for an Expatriate Savings Account meets the eligibility criteria, as well as the right to vary, amend or add to the foregoing principal criteria, with material amendments advised to account holders.

### Fixed Term Deposit Account principal criteria

1. The Fixed Term Deposit Account ("the contract") is available to clients in all major currencies. Full details of the currencies available will be provided upon request.
2. The minimum balance required in respect of a contract for periods of one month up to five months is £25,000/US\$50,000/€50,000, however for periods of six months up to twelve months, the minimum balance requirement is £10,000/US\$25,000/€25,000. The minimum balance requirements in other currencies are available upon request.
3. The interest rate is fixed for the full period of the contract at the rate prevailing on the date of receipt of cleared funds. On the maturity date the principal and interest will be rolled-over for a similar period at the rate of interest then prevailing, unless the Bank receives instructions to the contrary by midday (or midday two working days before the maturity date in the case of currencies other than Sterling).
4. Interest is calculated on the daily cleared balance of the contract and credited, on the maturity date. Interest paid on a contract may if required be credited to another account held with the Bank or to an account held elsewhere.
5. A contract advice may be provided if required at the commencement of each contract period.
6. Additional funds may be added upon maturity of a contract. Funds received during the period of a contract may be held on a separate contract (subject to minimum balance requirements) or on another interest bearing account, with a view to consolidating the funds held upon maturity.
7. Withdrawals may normally be made only upon maturity of the contract. Early termination of a contract may be permitted in exceptional circumstances at the discretion of the Bank and subject to a penalty charge that will be calculated by the Bank in its absolute discretion.
8. These Terms and Conditions should be read in conjunction with the Bank's General Terms and Conditions for Personal Accounts. The Bank reserves the right to vary, amend or add to these criteria at any time, with material amendments being advised to account holders.

### Call/Professional Demand Account principal criteria

1. The Call Deposit account ("the account") is available in all major currencies. Full details of the currencies available will be provided upon request.
2. The minimum deposit required to open an account is £3,000 (or the currency equivalent). If the balance falls below the minimum balance requirement, then the account ceases to accrue interest until such time as the minimum balance requirement is restored.
3. Interest rates will vary in line with market conditions and the balance held on the account.
4. Interest is calculated on the daily cleared balance of the account and credited quarterly, on the last business days of March, June, September and December.
5. A bank statement is issued quarterly after application of interest, or on request.
6. Deposits and withdrawals may be made at any time.
7. Account holders are not permitted to overdraw the account unless prior arrangements have been made with the bank.
8. These Terms and Conditions should be read in conjunction with the Bank's General Terms and Conditions for Personal Accounts. The bank reserves the right to vary, amend or add to these criteria at any time, with material amendments advised to account holders.

Standard Bank Jersey Limited is regulated by the Jersey Financial Services Commission to conduct deposit taking business under the Banking Business (Jersey) Law 1991 and investment business under the Financial Services (Jersey) Law 1998 and is a member of the London Stock Exchange. Standard Bank Isle of Man Limited is licensed by the Isle of Man Financial Supervision Commission to take deposits. Standard Bank Isle of Man Limited is a member of the Depositors' Compensation Scheme as set out in the Isle of Man Compensation of Depositors Regulations 2008. The Isle of Man has a Financial Services Ombudsman Scheme covering disputes relating to financial services offered in or from the Isle of Man to individuals. The above companies are wholly owned subsidiaries of Standard Bank Offshore Group whose registered office is at 47-49 La Motte Street, St Helier, Jersey JE4 8XR. Telephone calls may be recorded.

### Return the completed form to:

#### Isle of Man

Standard Bank Isle of Man Limited,  
Standard Bank House One Circular Road, Douglas, Isle of Man IM1 1SB  
Telephone: +44 (0)1624 643643  
Facsimile: +44 (0)1624 643800  
Email: sbiom@standardbank.com

#### Jersey

Standard Bank Jersey Limited,  
Standard Bank House PO Box 583, 47-49 La Motte Street, St. Helier, Jersey JE4 8XR  
Telephone: +44 (0)1534 881188  
Facsimile: +44 (0)1534 881199  
Email: sbj@standardbank.com

### Important notice for South African residents:

Standard Bank Offshore Services (RSA) operates under the license of Standard Bank Private Banking, a division of the Standard Bank of South Africa Ltd. (Reg.No.1962/000738/06). An authorised financial services provider. We support the offices of the FAIS Ombud and Ombudsman for Banking Services.