24hr Client Care Centre 0860 10 20 43 **E** clientcare@capitecbank.co.za
capitecbank.co.za

Notice Deposit Account Agreement

CAPITEC BANK

Personal Details

Title:	<Test Title>		
First Name:	<Test Name>	Middle Name:	<Test Name>
Surname:	<Test Surname>	ID/Passport Number:	<Test ID>

Account Details

Account Number:	<123456789>	Branch Code:	<470010>
Account Start Date:	123456789>		

< 7 day /32 day > Notice Deposit Account: <Account Name>

Commented [DV1]: To be dynamic

You will earn interest on money in your Notice Deposit Account at the current rates of interest paid by us, which may change from time to time as published on the Capitec website. All interest is calculated on the daily balance and capitalised monthly in arrears.

Reinvest Interest: <Yes> **Interest Credit Date**: <dd of every month>

Notice Period: < 7 days /32 days >

NOTICE DEPOSIT ACCOUNT TERMS

Commented [WV2]: This should be dynamic to select the applicable notice deposit. If we then in future release a 90 day notice deposit period, then we can include the option here.

Commented [DV3]: To be dynamic

This Notice Deposit Account Agreement ("Agreement") is supplementary to the Savings Account Agreement that you have signed. It describes the operation of the Notice Deposit Account. It also informs you of the interest that applies to the money that you have deposited in a Notice Deposit Account, your responsibilities and what we undertake to do in the operation of the Notice Deposit Account.

Consumer Protection Act (CPA)

Your attention is drawn to the following clauses highlighted in bold:

- **this Agreement is supplementary to the Savings Account Agreement (1.1);**
- **Capitec has not given me financial advice (1.4) and calculations or returns may vary (1.5);**
- **whether money in this account is covered for deposit insurance by the Corporation for Deposit Insurance (2.2);**
- **Specific terms regarding your notice period (4);**
- **the penalty fee charged by Capitec (4.7 - 4.9);**
- **when your Notice Deposit account will be closed (5.1 and 5.2)**

By signing this agreement, you confirm that you have been given an opportunity to read and understand the terms of this Agreement. If you need an explanation of the terms a Capitec Consultant in a Capitec branch or an agent at the Capitec Client Care Centre on 0860 10 20 43 will assist you.

Please read the full terms of this Agreement. We draw your attention to the block immediately above. The provisions referred to in the block are printed in bold in this Agreement.

Acknowledgement

1.1 You agree that **this Agreement is supplementary to** the Savings Account Agreement governing your Savings Account and that the definitions in that agreement apply to this Agreement.

1.2 You agree that this Agreement replaces any Notice Deposit Account Agreements linked to the above account number that may have previously been signed by you.

1.3 You confirm that you have signed a Savings Account Agreement.

1.4 **You confirm that Capitec has not given you any financial advice.**

1.5 **You understand that any calculations and possible investment returns shown to you may vary and have been used to explain what interest may be earned but are not binding on Capitec.**

1.6 The terms of the Savings Account Agreement governing Terms for all Bank Accounts, Electronic Transfers, Suspension, Data Protection, Dormant Accounts, Resolution of Complaints, Notices, Address for Legal Notices and General provisions apply to this Agreement. This Agreement will prevail in the event of there being any conflict between the Savings Account Agreement and the terms of the Agreement.

Notice Deposit Terms

2. GENERAL

2.1 The Notice Deposit Account is a short-term deposit account and you can only withdraw money from your Notice Deposit Account by giving us notice in line with the Notice Period.

2.2 **Money in this Notice Deposit Account is covered for deposit insurance by the Corporation for Deposit Insurance up to the limit specified in the Deposit Insurance Regulations made in terms of the Financial Sector Regulation Act 9 of 2017**.

2.3 You may make multiple deposits into your Notice Deposit Account.

2.4 We may require and will notify you that your Notice Deposit Account must have a minimum credit balance from time to time.

2.5 Your Notice Deposit Account may not be used as an account: (1) against which debit orders or stop orders may be debited; (2) from which payments or withdrawals may be made from any ATM or any similar device that dispenses cash; (3) from which payments may be made with your Card.

2.6 An IT3(b) tax certificate will be issued to you at the end of every tax year.

2.7 We reserve our right to set off your indebtedness to us in any Bank Account/s by debiting amounts that are in credit in any of your other Bank Account/s, including the Notice Deposit Account.

3. INTEREST

3.1 Interest will be calculated on the daily balance of your Notice Deposit account and capitalised monthly in arrears.

3.2 You will earn interest on money in your Notice Deposit Account at the current rates of interest paid by us, which may change from time to time as published on the Capitec website.

3.3 If you have chosen to reinvest interest, all interest will be credited to the Notice Deposit Account. If you have chosen not to reinvest the interest, all interest will be transferred to your Savings Account.

3.4 Your interest will be capitalised on the interest credit date selected by you on the first page of this Agreement.

3.5 Interest will only be calculated on the actual amount deposited from the date of the deposit. If you withdraw money as per clause 4, the money withdrawn and the penalty fee charged, if applicable, will reduce your balance in your Notice Deposit Account and may result in a lower interest tier and interest rate.

4. NOTICE PERIOD

4.1 **The Notice Period refers to the period of time that you must give us if you wish to withdraw money from your Notice Deposit Account.**

4.2 **You can only withdraw money from your Notice Deposit Account by giving us notice in line with the Notice Period that applies to your Notice Deposit Account.**

4.3 **Your Notice Period will commence on the day the notice is received by us.**

4.4 **You can cancel your notice to withdraw up to 17h00 (South African Standard Time) on the last day of your Notice Period**.

4.5 Once the Notice Period has expired, we will transfer your money to only your Savings Account.

4.6 We will not charge you a fee to withdraw money if you give us notice in line with your Notice Period.

4.7 **We may, in our sole discretion, allow you to withdraw money before the expiry of the Notice Period, but then we may charge you a penalty fee.**

4.8 **The penalty fee may change from time to time and will be determined at our sole discretion.**

4.9 **The penalty fee will be deducted from your Notice Deposit Account balance before transferring the money to your Savings Account.**

4.10 **If we do allow you to withdraw money before the expiry of the Notice Period, we may, within our sole discretion and at any time, and without giving you any reasons, limit the amount you may withdraw. Allowing you to withdraw money from your Notice Deposit Account before the expiry of the Notice Period does not give you the right to withdraw money again.**

5. CLOSURE OF YOUR NOTICE DEPOSIT ACCOUNT

5.1 **You or your successor-in-title or representative may at any time** close **your Notice Deposit Account; however, if you do this before the expiry of the Notice Period, we will charge you a penalty fee.**

5.2 **If you close your Notice Deposit Account in a Branch, an account** closure **fee may be charged. The fees charged by Capitec and any changes to the fees or new fees are set out in our current pricing brochures available at any Capitec branch free of charge, alternatively displayed on our website: https://www.capitecbank.co.za/global-one/transact/fees/.**

5.3 **We may** cancel **this Agreement and close your Notice Deposit Account by Notification to you.**

5.4 If you or we close your Notice Deposit Account, you will remain liable for all transactions incurred on the Bank Account/s but not debited before the closing of the Bank Account/s. We will transfer any credit balance to a special account where you will not earn interest. The credit balance will be paid only to you or your successor-in-title or representative.

DECLARATION

By signing this Agreement, I acknowledge and confirm that:

- **I have been given the opportunity to read and understand the Agreement.**
- **My attention has been drawn to your consumer rights.**
- **My handwritten or electronic signature indicates my agreement to the Terms.**

Branch Hybrid Signature:

Agreement electronically signed at <Test Branch> on <dd/mm/ccyy>

A digital image of the signatory's fingerprint **(Client),** presented with the intent of it being used as a signature, at <Test Branch>, is uniquely linked to this record together the date/time stamp generated at the time that the signatory signed the agreement	

A digital image of the signatory's fingerprint **(Consultant),** presented with the intent of it being used as a signature, at <Test Branch>, is uniquely linked to this record together the date/time stamp generated at the time that the signatory signed the agreement	

Electronically signed by:

First Name:

Surname:

Time:

Electronically signed by:

First Name:

Surname:

Time:

By affixing my handwritten signature to this Agreement, I certify that the printout correctly reflects the Agreement that was displayed to me on a computer screen by a Capitec Bank consultant, accepted by me by affixing my electronic signature, and printed out immediately after the consultant had displayed, allowed me to read and explained the Agreement to me.

By affixing my handwritten signature to this Agreement, in my capacity as a duly authorised officer in the service of Capitec Bank and in the normal course of business, I certify, in terms of Section 15(4) of the Electronic Communications and Transactions Act 25 of 2002, that the printout correctly reflects the Agreement that was displayed to the client on a computer screen by me, accepted by the client by affixing his/her electronic signature, and printed out immediately after I have displayed, allowed to read and explained the Agreement to the client.

____

Client

<dd/mm/ccyy>

____

Consultant

<dd/mm/ccyy>

Paperless/ E-signature:

Agreement electronically signed at <Test Branch> on <dd/mm/ccyy>

A digital image of the signatory’s fingerprint **(Client),** presented with the intent of it being used as a signature, at <Test Branch>, is uniquely linked to this record together the date/time stamp generated at the time that the signatory signed the agreement		A digital image of the signatory’s fingerprint **(Consultant),** presented with the intent of it being used as a signature, at <Test Branch>, is uniquely linked to this record together the date/time stamp generated at the time that the signatory signed the agreement	
Electronically signed by:		**Electronically signed by:**	
First Name:		First Name:	
Surname:		Surname:	
Time:		Time:	
Date:		Date:	