

Terms and Conditions
TERMS AND CONDITIONS OF USE OF; THE BEYOND
BANKS WEBSITE, DOCUMENTS, TERMINOLOGY AND
SERVICES
Date: 9 June 2022

Agreement between
Go For It Funding (Pty) Ltd
("Beyond Banks")
and

The Applicant

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention.

Text in upper or lower case will have no impact on their meaning.

Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa

1. Meanings

The following expressions shall bear the meanings assigned to them below and connate expressions bear corresponding meanings:

"Agreement" - this agreement including its schedules and annexures, as amended from time to time;

'Applicant' shall mean the sole proprietor or registered business and /or the shareholders and/or a director/s applying for Funding either on the Beyond Banks Application Form or through a Funders Application process that Beyond Banks has introduced the Applicant to. Applicant shall additionally mean the director/s and or shareholder/s who electronically or otherwise sign the Application Form or any other documentation relating to Beyond Banks.

'Application Form' shall mean the online or offline document completed and either electronically or manually completed and signed by either a shareholder and / or a director of a registered business or a natural person in the case of a sole proprietor provided to Beyond Banks or any Funder, that was introduced by Beyond Banks electronically or otherwise to the Applicant.

'Application Process' shall mean all communication, documentation exchange, processes, management, and related actions that the Applicant shall do and refrain from to ensure a fair, honest and open manner from initial contact with Beyond Banks and any Funders up to and including the final payment of any outstanding Fees to Beyond Banks and/or the Funder.

'Approval Fee' shall mean the maximum amount made available to you on the Term Sheet. The below matrix will apply to the once the Applicant receives an Approval from the Funder:

Term Sheet Approval range	Approval Fee due to Beyond Banks
>R0 up to R1m	R7,500
>R1m up to R5m	R10,000
>R5m up to R10m	R15,000
>R10m up to R30m	R20,000
>R30m up to R50m	R30,000
>R50m up to R100m	R50,000
>R100m	R75,000

This Fee is only due should a Funder Approve a Facility, and the Applicant choose to take up the Product. If the Funder approves a lower value than the Application Form requests and You want to continue with the Approval, the Approval Fee will be reduced in line with the Approved value by the Funder i.e. if You apply for R5.5m and the

Funder approves R4.7m, then Your Approval Fee will within the lower Approval Fee structure and You will pay the lower fee.

On a Fluctuating Facility such as a Debtors Book (Invoice Financing) or any other Fluctuating Facility where the Funder does not limit the amount you have available, the Approval Fee will be based on the Asset Value. Should the Asset being used as Security have more than one valuation, the higher value will be used as per the documents provided to Beyond Banks and the Funder. The Approval Fee mentioned in the above matrix is exclusive of any VAT due.

'Approved' and/or 'Approval' shall mean the maximum value confirmed by a Funder on either the Term Sheet or Final Documentation, whichever is the higher value, that will be made available to the Applicant or the maximum value payable to a third party i.e. not the Applicant for goods or services that the Applicant will benefit from, should the Funder pay the third part directly for the Product/s. The Applicant agrees that Beyond Banks is not obliged to provide an Approval to the Applicant, for whatsoever reason. Should there be any query regarding the Asset Value, the same calculation will be used as for the Approval Fee.

For clarity the Approval Fee is due within 48 working hours of the Facility being made available to you, and not from when you use the Facility. We take the payment of the Approval Fee within 48 hours seriously. The Approval Fee excludes any VAT due.

'Asset Value' shall mean the value listed of an Asset on either the Applicants Balance Sheet or Management Accounts used as security for the Approval. For clarity the value of the asset used in any calculation relating to the Approval Fee or Succession Fee will be highest value over the 3 year period preceding the date the Application Form.

'Beyond Banks' shall mean Go For It Finance Pty Ltd, registration number 2022/585752/07 trading as Beyond Banks.

'Business Days' shall mean Monday, Tuesday, Wednesday, Thursday, Friday, however will not include any public holidays, Saturday or Sunday in the Republic of South Africa, nor Force Majeure nor any emergency nor any situation that is out of the control of Beyond Banks that entails Beyond Banks not be able to carry out normal business practices.

'Calendar Day' shall mean any and every day of a year beginning on the 1st January and ending on the 31st December, both days inclusive.

"Commencement Date" shall mean the date the Application Form was received from the Applicant. "Confidential Information" shall mean all information relating to the business of Beyond Banks and confidential to US including any information relating to Us t, that is not freely and publicly available and information which is legally protected from disclosure or the disclosure of which private information could reasonably be expected to cause harm to the party whose information it is;

'ECA' shall mean the Electronic Communications and Transaction Act 2002.

'EFT' shall mean Electronic Funds Transfer, the method of making payment from one bank account to another bank account electronically.

'Entity' shall mean the Applicant.

'Fee/s' shall mean any value outstanding to Beyond Banks by the Applicant. All fees quoted exclude VAT. 'Final Documentation' shall mean all and the individual items the Applicant accepts to fulfil the Funders needs to make any funds or benefits available to the Applicant.

'Fluctuating Facility' shall mean a Product that does not have a specific maximum Funding Amount as per the Term Sheet and/or the legal documentation of the Funder.

'Funding' shall mean the amount or part amount and the Product or any other Product applied for on the Application Form or any amount provided by a Funder to the Applicant.

'Funding Amount' shall mean the amount Approved by the Funder by the Funder in the final documentation.

'Funder' shall mean the business or sole proprietor who provides the Funding Amount to the Applicant who has been directly or indirectly introduced to the Applicant.

'Legal Action' shall mean any and all activities and fees needed to recoup outstanding Fee/s and other associated costs including but not limited to client attorney costs and the costs to enforce any default and/or judgement. It is agreed by the Applicant that all Legal Action costs are to be paid for by the Applicant.

" Property Rights" shall mean all brand and trade names, all copyrights and rights in the nature of copyright, all trade secrets, all know-how, all ideas, all formulae, all concepts, all expressions or uses of such rights and all other property rights, whether arising under contract or by law or otherwise and whether registered or unregistered, the

name Beyond Banks and all other business, trade or product names used by Beyond Banks in connection with or normally associated with the Application Form together with any property rights in any computer programmes and the like used by or in connection with Beyond Banks.

'Interest' shall mean the daily compounded interest accrued for any Fee or part Fee that is outstanding from the first Day after any Fee is overdue for payment. The Interest charged on any and all outstanding Fees shall be 0.15% per Calendar Day.

'Month' shall mean 30 working days.

'Month's shall mean the multiplied amount specified by 30 working days.

'Payment Request' shall mean the e-mailed payment request information the Applicant receives via the www.Paypal.com website account system for 'Yes Finance Holdings UK Ltd'. No other PayPal, Payment Request is an authorized payment type for any Fee via Paypal.

'Pay Out' shall mean the amount made available to the Applicant or paid to the Applicants' bank account or the value paid to a third party on behalf of the Applicant.

'Paypal' shall mean the website www.paypal.com and its related functions.

'Product' shall mean a funding instrument provided by a Funder to an Applicant.

'Property Rights' shall mean any and all brand and trade names, all copyrights and rights in the nature of copyright, all trade secrets, all know-how, all ideas, all formulae, all concepts, all expressions or uses of such rights and all other property rights, whether arising under contract or by law or otherwise and whether registered or unregistered, the name "Beyond Banks" and all other business, trade or product names used by Beyond Banks in connection with or normally associated with the Lending Business together with any property rights in any computer programmes and the like used by or in connection with Beyond Banks.

'Security' shall mean the pledged and/ or sold or signed over of the Asset from the Applicant to the Funder as part of the Term Sheet and/or legal documentation of the Funder.

'Service/s' shall mean the work that Beyond Bank either has done or will do in referring an Applicant to a Funder once Beyond Banks has received a Term Sheet from a Funder/s.

'Succession Fee' shall mean 3% (three percent) of the Funding Amount. Should the Funding Amount be uncapped/not limited in the Funders documentation but instead be linked to the fluctuating value of an Asset taken as security by the Funder, such as a Debtors Financing, Invoice Discounting or any other Product that the Funder does not place a maximum Funding Amount, the Asset Value shall be used. For clarity the Succession Fee is calculated on the maximum value as listed on the Funders documentation and not the value the Applicant utilizes. 'Surety' shall mean the natural person who applies for Funding on behalf of the Applicant, agrees that they be held personally liable to settle any Approval Fee/s, Succession Fee/s or any other Fees due within 4 Working Days of Beyond Banks notifying the Surety of any amount outstanding, should the Applicant fail to pay any Fees due to Beyond Banks.

'Term Sheet' shall mean the terms and conditions of the Approval together with the conditions and conditions required for the Funder to pay or make available the Funding Amount. The letter 'R' before a number shall mean South African Rand/s.

The letter 'm' after a number shall mean million/s.

The symbol '>' shall mean 'greater than'.

'You', 'Yours' and any similar pronoun shall mean the Applicant.

"VAT " shall mean Value Added Tax Act, No 89 of 1991, as amended. The Approval Fee and the Succession excludes any VAT due.

'We', 'Us', 'Our' 'Us' and any similar pronoun shall mean Beyond Banks.

2. Appointment and Duration

2.1 The Applicant hereby appoints Beyond banks to perform Services, which appointment is hereby accepted by the Applicant.

2.2 This Agreement commences on the Commencement Date and may be terminated by either Party giving the other thirty (30) days' written notice of termination.

Any notice of termination provided by either Beyond Banks or the Applicant nullifies this agreement and is only a termination of any future Applications provided to Beyond Banks. All other conditions remain in force.

2.3 The duration of this agreement will commence on the day the Application has been received by Beyond Banks and remain in force for a period no less than 6 Months after the Funding Amount has been repaid, whichever is the date most in the future. For clarity should the Product have a date of final repayment as per the Term Sheet, Memorandum of Agreement or similar legal instrument, the 6 Month period will end after the last repayment date.

3. Service/s and Payment of Fees and Proof of Payment

3.1 Beyond Banks provides referral services between Applicants and Funders with the goal of meeting the Applicants needs to achieve the Funding Amount or a lesser value and/or different Product/s.

3.2 Once the Applicant has received a Term Sheet from a Funder the Approval Fee is immediately due to Beyond Banks.

3.3 One receipt of a Term Sheet from a Funder, Beyond Banks may at its discretion provide the Applicant information contained within the Term Sheet. Should the Applicant want to proceed with the Term Sheet an Approval Fee is immediately due and payable.

3.4 Once the Funder makes available the Funding Amount to the Applicant, the Succession Fee is immediately due and payable by the Applicant to Beyond Banks.

3.5 The payment of all and any Fees are to be made by Electronic Funds Transfer (EFT) or via the designated Paypal account.

3.6 **IMPORTANT:** The Approval Fee and/or the Succession Fee due for payment will be reduced by the below only if the Applicant uses the Paypal system to settle the relevant Fee:

- 5% if the relevant Fee is paid within 24 hours of the Payment Request being sent by Paypal to the Applicant.
- 3.5% if the relevant Fee is paid within 48 hours of the Payment Request being sent by Paypal to the Applicant.

3.6.1 Should the Applicant pay the Fee within the abovementioned 48 hours, the relevant reduced Fee will be in United States Dollars, hereafter called USD.

3.6.2 Should the Applicant not pay directly from their paypal account and instead use a debit card to make the relevant Fee payment, the exchange rate between the South African Rand reduced Fee and the equivalent USD will be calculated using the Nedbank Spot Rate for buying USD, and this value will reflect on the Payment Request emailed directly from the Paypal system in the billing name of paypal.me/YesFinanceHolding and located on the Paypal system via the email address of jason@beyondbanks.co.za with profile name Yes Finance Holdings UK Ltd on Paypal to the Applicants email address.

3.6.3 Should You prefer to pay in British Pound Sterling, please advise Beyond Bank prior to the Funding Amount being made available to You. The same calculation will be used of the Nedbank Spot Rate mentioned above, for the payment in British Sterling Pound.

3.6.4 Should any payment or part thereof be made outside of the 48 hour payment period mentioned above, any and all Fees outstanding will automatically revert to the full Fee value as stated under those meanings.

3.7 Payments of Fees are to be made through one of the following methods:

3.7.1 NEDBANK

Account Holder: Go For It Finance Pty Ltd

Bank: Nedbank

Account Name: Business Enabler / Current

Branch Code: 19262100 (Canal Walk)

Account Number: 1232345121

Reference: Use your Registered Business Name

3.7.2 ABSA

Account Holder: Go For It Finance Pty Ltd

Bank: ABSA

Account Name: Business / Current

Branch Code: (Lower Long Street, Cape Town)

Account Number: 4104744998

Reference: Use your Registered Business Name

3.7.3 Via the designated Paypal account for the outstanding Fee paid outside of the 48 hour period mentioned above for the discounted Fee paypal.me/YesFinanceHolding and located on the Paypal system via the email address of jason@beyondbanks.co.za with profile name Yes Finance Holdings UK Ltd

3.8 Bank account details are found on the www.beyondbanks.co.za website at the bottom of the webpage. No other bank account details are to be used to make payment of Fees to Beyond Banks.

3.9 The Applicant shall e-mail the proof of payment to Application@beyondbanks.co.za immediately after the Applicant makes the payment. Should no proof of payment be received by Beyond Banks to the designated email address above within 50 hours of the Fee being due, Beyond Banks may proceed with Legal Action to recoup the outstanding Fee/s.

4. Mobile Devices

4.1 If you access the website from a mobile device it is your responsibility to ensure that your device, software, service provider and telephone number are both capable of supporting the technology and legally compliant with the requirements of South African legislation.

5. Prohibited conduct on the part of the Applicant

5.1 The Applicant may not:

5.1.2 Perform any act or fail to perform an act which would injure the reputation or goodwill attaching to Beyond Banks;

5.1.3 Commence nor conclude any negotiations or acceptance of any Product with any Funder that Beyond Banks has introduced the Applicant to in an attempt, be it intentional or not, to exclude Beyond Banks from any Fees due within a period no less than 6 Months from the date the initial Application Form was received by Beyond Banks, or the first day that Beyond Banks introduced the Applicant to a Funder electronically or otherwise, or once the initial Product has been paid in full.

5.1.4 Settle in full any amount outstanding to Beyond Banks later than 48 hours from the date the Funding Amount has been made available to the Applicant.

6. Interest

6.1 Interest shall be charged and accrued on all Fees or a portion of the Fees, whichever amount is higher, from the 3 day after Funding Amount has been made available to the Applicant and not settled in full.

7. Independent Contract Basis

7.1 Beyond Banks does not meet the definition of an employee described by Interpretation Note No.17 (Issue 3) dated 31 March 2010, as issued by the South African Revenue Services ("SARS").

7.2 The Applicant shall be relieved from any obligation regarding the deduction and payment of PAYE to SARS on the Fee/s paid to Beyond Banks.

7.3 The Applicant acknowledges and agrees that the Fee/s payable in respect of Beyond Banks is reasonable and commensurate with the Services rendered by Beyond Banks to the Applicant in terms of this Agreement is not structured in a manner that may increase the risk of unfair treatment of any Applicant.

7.4 Beyond Banks relationship and dealings with any Applicant is not an employment relationship and accordingly falls outside the ambit of the Labour Relations Act 66 of 1995, as amended, the Basic Conditions of Employment Act 75 of 1997 and any other statutory authority regulating conditions of employment;

7.5 Beyond Banks in providing Services to an Applicant in terms of the provisions of this Agreement, Beyond Banks shall act as an independent contractor and under no circumstances shall Beyond Banks have any authority to represent the Applicant except as authorised in terms of this agreement.

7.6 Introduction of a potential Funder by Beyond Banks to the Applicant constitutes the effective cause of the beginning of a valid and binding agreement between Beyond Banks and the Applicant.

8. Governance, management and control

8.1 The Applicant shall direct, control and manage the affairs of the Applicant in a responsible, professional and transparent manner so as to safeguard the success and integrity of the Application Process.

9. Choice

9.1 The Applicant hereby confirms that any Product that they decided to proceed with any Funder is totally the Applicants choice and comes with benefits, risks and responsibilities to the Applicant.

9.2 Should the Application Form include a choice of one or more Products and the Term Sheet and/or the legal framework of the final Product be similar or different to what the Applicant initially indicated on the Application Form, the Applicant has a right to choose to proceed with the Product and equally has a choice to not proceed with any Product, before accepting the Funders terms and conditions.

10. Indemnity by Applicant and Credit Checks in favour of Beyond Banks and Funders

10.1 The Applicant hereby indemnifies and holds harmless Beyond Banks and its shareholders, directors, officers and employees against all costs (including all costs of litigation), expenses, damages, loss, liability, claims, actions or proceedings of whatever nature which any Applicant or any third party may suffer or incur or which may be made or brought against Beyond Banks. The Applicant hereby indemnifies and holds harmless Beyond Banks and its shareholders, directors, officers and employees arising from or attributable to the fraud, wilful default, negligence or breach of contract by the Beyond Banks, its employees or representatives, in the performance of the Beyond Banks duties and the exercise of its rights under this agreement.

10.2 The Applicant acknowledges that Beyond Banks shall not have any direct or indirect liability to the Applicant for any costs, charges or expenses payable to or incurred by the Applicant in terms of this agreement or the termination of this agreement for any reason unless specifically agreed thereto in terms of this agreement or in writing.

10.3 The Applicant consents that Beyond Banks and up to 4 Funders that Beyond Banks submits the Applicants details to may at its sole discretion, conduct credit/background checks on the Applicant at any stage after signature of this agreement by the Applicant.

10.4 The Applicant confirms that they grant signing power, both physical and electronic to Beyond Banks in the course of applying for Funding. Signing power granted to Beyond Banks is limited in completing Funders application forms, sending application forms and any other information to Funders, and signing of application forms together will granting Funders authority to undertake credit checks. No authority is granted to Beyond Banks to sign any other documentation on behalf of the Applicant.

11. Confidentiality

11.1 Beyond Banks and the Applicant agree to treat all information, irrespective of the source or the manner in which it was obtained as confidential and not to use or divulge it except as may be necessary for compliance with this Agreement. Both Beyond Banks and the Applicant acknowledge that they have a proprietary interest in the confidentiality of the all information being maintained. The provisions of this clause shall endure irrespective of the termination of this Agreement.

12. Property Rights

12.1 All documents and other material, including any copies or reproductions of information related to Beyond Banks which constitutes Property Rights shall at all times remain the sole and exclusive property of Beyond Banks and shall be returned by the Applicant to Beyond Banks immediately on demand.

12.2 Any Property Rights developed in the course of performing Services by or in consultation with Beyond Banks, will be the property of Beyond Banks.

13 Domicilium and Notices

13.1 The Applicant choose *domicilium citandi et executandi* for all purposes relating to this Agreement, including the giving of any notice and the serving of any process, the e-mail addresses or addresses and / or physical address/es and contact numbers described in the Application.

13.2 Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing.

14. Severability

14.1 All provisions of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes

unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this Agreement shall remain of full force and effect. Beyond Banks and the Applicant declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

15. Governing Law and Jurisdiction

15.1 This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the laws of the Republic of South Africa.

The Applicant hereby consents and submits to the non-exclusive jurisdiction of the High Court of South Africa (Western Cape) in respect of any dispute or claim arising out of or in connection with this Agreement.

15.2 The onus to prove any dispute raised by an Applicant shall lay completely with the Applicant including any and all costs associated with the dispute.

15.3 The terms of this Agreement having been negotiated, the *contra proferentem* rule shall not be applied in the interpretation of this Agreement.

17. General

17.1 This Agreement constitutes the entire agreement between Beyond Banks and the Applicant and contains the entire understanding of Beyond Banks and the Applicant and supersedes all prior agreements and understandings with respect to such matters.

17.2 No addition to, variation, novation or agreed cancellation of any provision of this Agreement shall be binding upon the Beyond Banks and the Applicant unless reduced to writing and signed by both Beyond Banks and the Applicant.

17.3 No indulgence or extension of time which either Beyond Banks or the Applicant may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.

17.4 Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of either Party shall be bound by this Agreement.

17.5 The expiry or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

18. Website

18.1 We may collect technical data about the number of visits, the type of Internet browser and computer operating system that you use. This information does not identify you as an individual and is used only for tracking of site use. We might also place a "cookie" on your hard drive that will help us to identify you when you return to the site and allow us to tailor content to your personal preferences. If you do not wish to use "cookies" you may disable this option in your internet browser settings. Accumulated "cookies" can be removed from your computer. 18.2 Content of the Website We may modify these terms and conditions from time to time; the date of the most recent revisions will appear on this page. Continued access after revision dates will constitute your acceptance of any changes or revisions. Please ensure that you re-read these terms and conditions after changes take place.

19. Disclaimer & Limitation of Liability

19.1 You acknowledge that the Beyond Banks website is supplied on an "as is" basis and has not been compiled to meet your individual requirements. It is your responsibility to satisfy yourself, prior to entering into this agreement with Beyond Banks, that the content available from and through the Beyond Banks website meets your individual requirements and is compatible with your computer hardware and/or software.

19.2 Beyond Banks does not make any warranties or representation that content and services available from the website will in all cases be true, correct or free from any errors. Beyond Banks shall take all reasonable steps to ensure the quality and accuracy of content available from the Beyond Banks website.

19.3 Beyond Banks does not make any warranties or representations that our website shall be available at all times. You acknowledge that the Beyond Banks website may be unavailable due to updates or other causes beyond our reasonable control, including, but not limited to electronic virus infection, unauthorised access, power failure or other "acts of God".

19.4 Beyond Banks, its directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which you may suffer, whether it arises directly or indirectly from reliance of the website and/or its content.

19.5 Beyond Banks shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where we are expressly advised thereof.

19.6 You will indemnify Beyond Banks, its members, directors, shareholders, employees, officials, agents or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website.

19.7 Entire Agreement & Severability In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

19.8 External Links Wherever this website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on any information provided by the external link is done at your own risk.

Signed electronically by

Beyond Banks and the Applicant