



First National Bank – a division of FirstRand Bank Limited Reg. No. 1929/001225/06
An Authorised Financial Services and Credit Provider (NCRCP20)
6th Floor, 1 First Place, Simmonds Street, Johannesburg, 2001, South Africa
For business banking enquiries – Tel 087 575 9479, International +27 (0)11 371 3711
Card Cancellations – Tel: 0800 110 132 International +27(0)11 369 1189
Website: www.fnb.co.za

04 March 2025

Unique Customer Number (For Office Use): 000000034326803

BUSINESS CUSTOMER AGREEMENT

This document records your information and which FNB products and services you have applied for. Your application for certain products/services is subject to approval and will only be available once approved by the bank. It also records the terms, conditions and rules that govern our relationship with you. Check this document carefully before you sign it. Keep this document as a reference.

Customer Information

Name of the Customer	STRATEGIC LOGISTICS CC
Trading Name	
Registration Number	2008/136496/23
Address	20 RIVER ROAD, MORNING HILL, 2007
Country of Incorporation	South Africa
Country of Registered Head Office	South Africa
Country of Operation	South Africa
Income Tax Reference No.	09952347152

Source of Funds

SALES GOODS AND
SERVICES

Your Tax Residency

You've stated the tax residency/ies and tax identification number/s as:

Jurisdiction	Classification	Tax Identification Number	Foregin Tax Reporting Status
SOUTH AFRICA	Gross Income Test	9952347152	RESIDENT - TAX NUMBER ISSUED

Related Party Information

This section records your relationship with "KYC related parties" and their personal information. This party is related to the primary customer as follows:

Administrator with Sole General Powers
Account User
Member of Close Corporation
Online Banking Administrator
Primary Contact Person
Customer is the Ultimate Beneficial Owner

Percentage voting rights/shareholding declared: 33.34%

Personal Identity Details of Related Party

Full Names	MR DANIEL J FAUCITT
Identity Number	8207155300182
Residential Address	50 VAN BUUREN RD, BEDFORDVIEW, GERMISTON, 2008

Related Party Information

This section records your relationship with “KYC related parties” and their personal information. This party is related to the primary customer as follows:

Administrator with Sole General Powers
Account User
Member of Close Corporation
Customer is the Ultimate Beneficial Owner

Percentage voting rights/shareholding declared: 33.33%

Personal Identity Details of Related Party

Full Names MRS JACQUELINE FAUCITT
Identity Number 5706070898181
Residential Address 20 RIVER ROAD, MORNING HILL, MORNING HILL, 2007

Related Party Information

This section records your relationship with “KYC related parties” and their personal information. This party is related to the primary customer as follows:

Administrator with Sole General Powers
Account User
Member of Close Corporation
Customer is the Ultimate Beneficial Owner

Percentage voting rights/shareholding declared: 33.33%

Personal Identity Details of Related Party

Full Names MR PETER A FAUCITT
Identity Number 5204305708185
Residential Address WARD 20, 20 RIVER ROAD MORNINGHILL, BEDFORDVIEW X19, GERMISTON, 2007

Tax Residency of Related Party

You’ve stated the tax residency/ies and tax identification number/s as:

Jurisdiction	Tax Identification Number	Tax Reporting Status
SOUTH AFRICA	9052553840	RESIDENT - TAX NUMBER ISSUED

Related Party Information

This section records your relationship with “KYC related parties” and their personal information. This party is related to the primary customer as follows:

Business Account User

Percentage voting rights/shareholding declared: 0%

Details of the partnership, trust or juristic entity that is a related party

Name of juristic entity REGIMA SKIN TREATMENTS CC
Trading as Name
Registration Number 20583237
Address 20 RIVER ROAD, MORNING HILL, 2007

Contact Details of Primary Contact Person for Related Party

Full Names

Account Information

This section records the accounts you have taken up and the selections you have made in respect of that account.

Account Type	Name of the Account	Account Number
BUSINESS CHEQUE ACCOUNT	STRATEGIC LOGISTICS CC	62432501494

Account Information

This section records the accounts you have taken up and the selections you have made in respect of that account.

Account Type	Name of the Account	Account Number
Money on Call	STRATEGIC LOGISTICS CC	62593375829

Account Information

This section records the accounts you have taken up and the selections you have made in respect of that account.

Account Type	Name of the Account	Account Number
Commercial CFC	STRATEGIC LOGISTICS CC	62839612323

Account Information

This section records the accounts you have taken up and the selections you have made in respect of that account.

Account Type	Name of the Account	Account Number
Business Online Banking	STRATEGIC LOGISTICS CC	76587729

Interest Payment Instruction

Statement Delivery Information

For Account Number 76587729

Frequency of Receiving Statements

Privacy term

Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group. To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our fnb website or contact us to request a copy.

In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.

By accepting this Agreement or by utilising any products or services ("Solutions") offered by us, you acknowledge that in order to:

- conclude and fulfil contractual terms or obligations to you;
- comply with obligations imposed by law; or
- to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs.

your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.

Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.

We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.

For the purposes of this Agreement the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

Declarations

- I/We the authorised representatives hereby confirm that the information provided regarding the customer and controlling persons are true and correct and I/we will inform the bank in writing of any change of this status within 30 days of the change of status.
- The features and benefits of the account and the ways in which they operate have been explained to me/us or are clear to me/us.
- I/We understand the costs associated with operating the account and the interest rates that will apply to them.
- I/We understand and acknowledge that the customer must alone be satisfied that the account meets the customer's requirements.
- I/We have read and confirm that the customer agrees to be bound by the bank's general terms and conditions and those which govern its products and services, the service channels and access mechanisms used by the customer and its authorised users. A copy of these terms and conditions are available on request from any FNB branch or from our FNB website.
- I/We understand and acknowledge that the customer must obtain independent tax advice from a suitably qualified professional about the tax implications of the investment and that the customer alone must be satisfied that the account meets the customer's investment and other financial needs and objectives (applicable to investment accounts).
- I/We confirm that I/we am/are required or registered to file a tax return or pay taxes in South Africa.
- I/We confirm that I/we am/are a resident for the purposes of any tax imposed by South Africa.
- I/We confirm that I/we am/are required or registered to file a tax return in a country outside of South Africa.
- I/We confirm that I/we am/are a resident for the purposes of tax imposed by a country outside of South Africa.
- I/We acknowledge that the Bank may be required to supply tax related information to the relevant tax authorities locally and abroad.
- I/We understand that the FirstRand Group (as defined in the FirstRand Group Customer Privacy Notice available on our website) will process the personal information of the members, directors, shareholders and other related parties of the business (where applicable) as disclosed in the FirstRand Group Customer Privacy Notice.

Signed by me/us on behalf of the Customer in the capacities described:

Title and full names	MR DANIEL J FAUCITT			Signature
Identity Number	8207155300182			
Signing Capacity	Sole	Date		

Signed by me/us on behalf of the Customer in the capacities described:

Title and full names	MRS JACQUELINE FAUCITT			Signature
Identity Number	5706070898181			
Signing Capacity	Sole	Date		

Signed by me/us on behalf of the Customer in the capacities described:

Title and full names	MR PETER A FAUCITT				Signature
Identity Number	5204305708185				
Signing Capacity	Sole	Date			



FNB Business Transactional Bank Accounts and Debit Cards Terms and Conditions

Terms & Conditions

These are the Terms and Conditions that govern the relationship between you (the account holder and any person who the account holder authorises to act on its behalf) and us (FNB). It is important that you read these Terms and Conditions carefully and understand them. They form a binding agreement between you and us. A copy of these Terms and Conditions is available at any FNB branch, from the Relationship Manager/Private Banker or on the FNB website. Where there is any uncertainty regarding any of the terms or conditions, you are required to contact us in order to obtain clarity. These Terms and Conditions are to be read together with any other Terms and Conditions, Promotional Terms and Conditions and the Pricing Guide that may be applicable to your relationship with us, including but not limited to the FNB General Terms and Conditions and the Remote Banking Terms and Conditions, all of which are available on the FNB website. Where there is conflict between these Terms and Conditions and any other terms and conditions, these Terms and Conditions will prevail. We can change this agreement or any of the rules at any time. We will notify you about any significant changes to this agreement. Unless you end the agreement before the date the change comes into effect, we can assume that you agree to the change.

Privacy Term

Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.

To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our fnb website or contact us to request a copy.

In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.

By accepting this Agreement or by utilising any products or services ("Solutions") offered by us, you acknowledge that in order to:

- conclude and fulfil contractual terms or obligations to you;
- comply with obligations imposed by law; or
- to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs;
- your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.

Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.

We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.

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For the contact details of these responsible parties, please see our Privacy Notice.

Transactional Business Accounts

1. Authorised Representatives

Only individual/s appointed by you (Authorised Representatives) may act on your behalf, either as administrators, transactors, users or viewers, or in any other capacity that will allow your Authorised Representatives to make changes to or perform any other action on your customer information profile and/or bank accounts. Your Authorised Representatives may appoint further representatives to act your

behalf as either as administrators, transactors, users or viewers, or in any other capacity. The aforesaid representatives will, for purposes of these terms and conditions, be regarded as Authorised Representatives. You must inform us from time to time using the forms or processes we require about which person(s) are authorised to represent you and what authority they will have. You alone are responsible for deciding on and checking the powers given to any of your representatives to determine them as Authorised Representatives, and to determine how we respond to instructions from your Authorised Representatives.

You must give us correct and up to date information about your Authorised Representatives. We require your Authorised Representatives to verify information provided by you, prior to your Authorised Representatives instructing us to make changes or performing any other action for you. Until we receive all the necessary documents or instructions regarding Authorised Representatives, we will act according to the last recorded instructions you gave us. You are responsible for ensuring that your Authorised Representatives do not give us conflicting instructions. If we receive conflicting instructions from you or any Authorised Representatives we can at our option a) refuse to carry out any instructions or transactions; or b) act on the instruction of any person who was recorded as a valid administrator or representative of you at the time the instruction was given; or c) place a hold on the account until we receive instructions that are not conflicting.

We may act on all instructions from your Authorised Representatives and debit their transactions to the relevant account and/or make changes to your customer information profile. You are liable for all authorised and unauthorised transactions made by your Authorised Representatives and for all of their actions and/or omissions. We will not be liable for any action, loss or fraud committed by any Authorised User nor will we be liable if any Authorised User act outside of their mandate or level of authority given to them by you. You will ratify any such acts committed by your Authorised Representatives and hereby indemnify us for any such actions, losses, legal and other costs and expenses that may arise out of such instructions given to us by your Authorised Representatives.

You will be liable for the value of transactions made by you or your Authorised Representatives on any account, products or service, plus fees and charges on such transactions. You understand the risks associated with giving someone the ability to act and transact on your behalf, particularly where the approval of another Authorised User is not required to complete the instruction or transaction. You understand the risks associated with allowing a person to access account information or transact on your accounts using that person's own personal banking profile and/or personal banking access mechanisms. You alone are responsible for putting the available safeguards and controls (including but not limited to isolating duties and separating of roles) in place to prevent fraudulent transactions on your accounts, including but not limited to placing limits on accounts, requiring approvals of transactions and/or requiring notifications to go to senior relevant persons other than those who transact or give us instructions. We will, however, not be liable for any delays in payment or transfer of funds because of restrictions that apply to your Authorised Representatives' granted levels of access or responsibilities, whether these were imposed by you, a court or the law or by us for security or risk management purposes. If an account is closed, your Authorised Representatives' access rights will automatically end for that account. You must ensure that your Authorised User can no longer transact via any access mechanism. This will not affect Authorised Representatives' rights on remaining accounts and/or banking channels. We may restrict any person's authority without notice, if we have the need to do this, but we will not extend (increase) any person's authority without your prior consent.

2. Relationship Manager/Private Banker

A Relationship Manager/Private Banker may at our discretion be assigned to qualifying customers (for example, where your annual business turnover is R10,000,000.00 (ten million) and above, we may allocate a Business Relationship Manager to you). The name of an account does not necessarily determine the qualifying criteria; please refer to FNB website for specific account features. If a Relationship Manager/Private Banker is assigned to you, you will be required to sign a Relationship Manager/Private Banker Mandate and Indemnity. The Relationship Manager/Private Banker will be authorised to execute any of the following instructions:

- Request for payments to be made;
- Request for funds to be transferred between accounts;
- Open or close accounts;
- Request foreign exchange transactions to be effected; and
- Provide any other service that we may offer from time to time.

The Relationship Manager/Private Banker will rely upon and act in accordance with any instruction, notice, demand or other communication which may be given by you or any Authorised Users to conduct transactions on your banking product(s) with us, whether by telephone, facsimile, e-mail or any other means, without the need for us to enquire about the authority or identity of the person giving such instruction and notwithstanding any error or misunderstanding or lack of clarity in the terms of any such instruction.

We may request written confirmation of instructions given by means of telephone, facsimile, e-mail or other electronic means, but may at our discretion accept such instructions without written confirmation. If we receive unclear or conflicting instructions, we will not be required to act on those instructions until the ambiguity or conflict is resolved to our satisfaction. We will effect instructions only during banking hours (09h00 – 15h30 Monday to Friday) on a business day, being any day other than a Saturday, Sunday or any official South African public holiday. We will have the right to determine the method used to act on your instructions.

You indemnify us against all losses, actions, claims, proceedings and liabilities of any nature sustained or incurred directly or indirectly by us acting in good faith as your bankers and particularly, but not limited to, liability arising out of us acting on any instruction given by

telephone, facsimile, e-mail or any other electronic means and agree that we will not be liable for any loss incurred by you as a result of so acting.

3. You must not exceed your available balance

You may only instruct us to process payment instructions (such as but not limited to debit orders; stop orders; debit card purchases or cheques) if you have adequate funds available in your transactional account (available balance). For the purposes of this agreement, "available balance" means the credit balance less the amount of un-cleared funds deposited and the amount of funds reserved for other purposes. (Note: any funds reserved for point-of-sale device ("POS") transactions (for example, a payment made using a debit card at a merchant's card accepting facility) will only be processed against your transactional account when the merchant has successfully banked transactions with its bank. Until this occurs, it is your responsibility to monitor your transactional account, and not to use those reserved funds which may not reflect immediately on your statement. The available balance in your transactional account does not include the money available in linked accounts.

You may not request or apply for a credit facility by instructing us to process a payment instruction where there is no available balance in your transactional account. In other words, you may not give us an instruction to process a payment on your account if you do not have the funds available in the account, which could result in the account going into excess or becoming overdrawn without having a credit facility in place with us.

We will not honour payment instructions where there is no available balance in your transactional account. However, if we (in exceptional circumstances, due to an error, at our discretion or for whatever reason) carry out your payment instructions if there is no available balance or insufficient funds in the transactional account, you agree that you will be liable to immediately repay the overspend amount to us. Should we honour your instruction to make payment in these circumstances, we will do so because we, as a bank, will perform a professional service to you and this will not be an extension of credit or a temporary increase of an agreed credit limit and is immediately re-payable. We will charge a service fee for honouring these payment instructions. The service fee will be charged per payment instruction honoured.

The overdrawn amount on your transactional account is immediately due and payable and, without further notice, if you do not make payment of this amount immediately you agree that we may charge you default or mora interest. We may also take immediate steps to recover the overdrawn amount. In addition, we have the rights set out in clauses 18 and 20.

The decision whether or not to charge interest at all or to charge mora interest will appear from the periodic statements that we will provide to yourself. We reserve the right to rectify any erroneous entry in such a statement in respect of interest on any unauthorised excess to reflect either that interest is claimed or is not claimed and what the rate would be should it be claimed.

4. Access to funds from Negotiable Instruments and Responsibility for Lost or Damaged Instruments

This paragraph applies to any promissory note, bill of exchange or other negotiable instrument ("Instrument"). If an Instrument is deposited into your account or given to us to settle an obligation to you, we will only allow access to the funds after the Instrument is considered cleared. We are not responsible for your errors or omissions or those of any depositor or for ensuring you have lawful title to the Instrument. We can use any clearing system used by clearing banks. Whilst we take reasonable steps to prevent loss of, or damage to, Instruments, if any Instrument is lost or damaged when it is being cleared, the Instrument will be treated as lost and we will debit your account accordingly. FNB may in its sole discretion refuse to accept, process or clear any Instrument, including but not limited to any promissory note, bill of exchange or other negotiable instrument.

5. EFT Payments

EFT payments may take 2 (two) business days (or more) to reach the beneficiary's account, unless you request a special clearing service from us to speed up the payment process. You acknowledge that certain beneficiaries may have special processing requirements that may delay the payment process further. We will not be liable for any loss or damage of any nature because of any errors or omissions made by you or your representatives when creating payment instructions, or as a result of the time taken to clear the funds under normal circumstances. We do not verify the account details or identity of beneficiaries, unless you make use of our account verification service in which event the terms and conditions relating to such service will apply. We are not liable for any loss or damage of any nature because of system, technical or manual failures outside of our control.

6. Cancelling or reversing transactions

We will not reverse any payment instruction after it has been processed. We may (if possible) attempt to reverse an instruction, if the recipient's account is held with us and the recipient gives us his/her written consent to do so. Certain instructions cannot be reversed or cancelled, including but not limited to pre-paid purchases. If a recipient account is held with another institution, our role is simply to pass on your instruction and to try to resolve the matter as best we can. We will not be liable for any act or omission by such other institution. We will not accept instructions to stop the payment of validly drawn Instruments after they are presented for payment.

7. Payment of Instruments

Instruments issued prior to the amendment of these Terms and Conditions will remain subject to the terms and conditions contained herein and to the Instrument signing arrangements recorded on the bank specimen signature card for the account. Along with this

agreement, the use of Instruments is governed by the relevant legislation and the common law. We are not required to pay Instruments that are not properly drawn, post-dated, stale, appear to be altered or do not appear genuine. You warrant that your Authorised Representatives understand the requirements regarding the Instrument and that they will act responsibly. We may pay all Instruments that appear to be drawn, made or accepted and signed by you or your instrument signatories and may, in our sole discretion, debit the account whether it is in credit or not. A delay in Payment might be necessary to confirm the particulars of the Instrument. You must take reasonable care in drawing Instruments and take all precautions to prevent Instruments from being stolen or altered. You must report any theft or loss of Instruments immediately, whether they are drawn or blank, by immediately requesting us to stop payment of the lost or stolen Instrument. You may not issue, nor will we honour, any Instrument drawn for an amount exceeding the prescribed maximum amount in any manner that applies at the time of presentation and we will not be liable for any loss or costs of any nature you suffer because of this.

8. Savings Pocket (Linked Savings Account)

We may automatically open and link a Savings Pocket with certain new transactional accounts that you open. You may instruct us to close the Savings Pocket at any time. Only transfers to or from your other FNB transactional accounts are allowed on the Savings Pocket. You cannot use the Savings Pocket to make payments, to make purchases or to receive cash deposits from third parties. If for any reason we allow you to make a payment or purchases or receive deposits from third parties using the Savings Pocket, we will charge you a fee for the transaction. The fees charged will be the same as the fees that will apply to your transactional account. Regular transfers can also be scheduled between the linked transactional account and the Savings Pocket. If your linked transactional account is closed, the Savings Pocket will also need to be closed. If the Savings Pocket is closed, any money in the Savings Pocket will be transferred to your linked transactional account, unless it is closed through non-usage. The Savings Pocket cannot be converted into another type of account.

9. Business Call Account

We may automatically open and link a Business Call Account with certain new transactional accounts that you open. You may instruct us to close the Business Call Account at any time. Only transfers to or from your other FNB transactional accounts are allowed on the Business Call Account. You cannot use the Business Call Account to make payments, to make purchases or to receive cash deposits from third parties. If for any reason we allow you to make a payment or purchases or receive deposits from third parties using the Business Call Account, we will charge you a fee for the transaction. The fees charged will be the same as the fees that will apply to your transactional account. Regular transfers can also be scheduled between the linked transactional account and the Business Call Account. If your linked transactional account is closed, the Business Call Account will also need to be closed. If the Business Call Account is closed, any money in the Business Call Account will be transferred to your linked transactional account, unless it is closed through non-usage. The Business Call Account cannot be converted into another type of account.

10. Reserved Account

We may reserve an account/account number upon your request after you provide us with the information we require. You may apply to have the reserved account activated at a future date into a fully-fledged transactional account and we may require you to provide further supporting documentation to activate the account. You may not transfer, cede or assign any of the rights that may arise in relation to the reserved account to any other person. The reserved account cannot be used by you to transact. You agree that we are not liable for any losses of any nature that may arise from your reservation or attempted use of the reserved account.

11. Attorneys and General Trust Accounts

We will only open an Attorneys Trust or a General Trust Account for you if you also have a separate FNB business transactional account. If you do not have a separate business transactional account with FNB, we can insist that one is opened with us before we open the Attorneys Trust or General Trust Account. You are not allowed to overdraw on your Attorneys Trust or General Trust Account. No debit orders will be allowed on an Attorneys Trust or a General Trust Account. We offer you a Managed Option on the Attorneys Trust Account which is a value-added product functionality. This means that you authorise us to pay to the relevant authority nominated by you the excess net differential interest earned on the monies in the Attorneys Trust Account or other such amounts that you are required to pay to the relevant authority, on your behalf. The Managed Option starts accruing from the date that it is set up in the month and will not include the transactions from earlier in the month. All fees (together with the VAT) and credit interest paid on the Attorneys Trust Account will be automatically re-directed away from the account (this will include the fees that are not re-claimable from the Attorneys Fidelity Fund). You also authorise us to send a report of the transactions conducted on an Attorneys Trust Account to the relevant authority to whom the excess interest is being paid. You indemnify us against, and we will not be liable for, any loss or damage of any nature because of any errors or omissions when making payments to the relevant authority on your behalf. You also authorise us to send statements and information pertaining to any transaction on your Attorneys Trust or General Trust Account to an appropriate Legal Council as defined in the Legal Practice Act, No. 28 of 2014, as amended from time to time.

12. Estates

Should you become the subject of or initiate liquidation, sequestration or business rescue proceedings, be placed under administration, curatorship or other legal disability or becomes deceased: we will not allow any funds to be transferred from any account held by you and all access mechanisms will be cancelled. We will not allow debit orders on deceased estate and/or liquidation/sequestration accounts for the aforesaid accounts. We will only allow a duly authorized representative appointed by a court of law to provide us with instructions on the account. We will only act upon such instructions once all relevant information and documentation required by us has been provided.

FNB reserves the right to verify the appointment of an authorised representative (for example an executor/liquidator) against the records held at any Government institution with the authority to appoint such authorised representative.

13. Business Investment Account

We may automatically open a Business Investment account with certain new transactional accounts that you open and fund based on your account turnover. You may instruct us to close the said account at any time. You can deposit or transfer money into this account at any time. You will not earn interest if your balance is less than the minimum account opening deposit amount. You will earn interest at a rate determined by the bank which can be found on fnb.co.za. Interest is calculated daily and capitalized monthly into this account. You must tell us where we must pay you the interest you have earned at the end of each month or it will automatically be reinvested into this account. There are no monthly account fees applicable to this account however transactional fees do apply

14. Fees and Charges

We will charge you for our services. Fees will be deducted from your account(s) according to the pricing agreed between you and us or according to our published fees. Our general fees are set out in our pricing guide, available from any branch or on the FNB website. Information about fees not listed in the pricing guide can be obtained by calling us. Unless stated otherwise, fees include VAT. We may, from time to time upon reasonable notice to you, change or introduce new fees where no fee was charged or when we introduce or offer customers new product offerings. We reserve our right to review the pricing agreement we offered to you from time to time and will give you reasonable notice if we decide to make any changes (for example, if there are considerable changes to the economic market or if there is a significant change in your and/or your account maintenance behaviour). You will be liable for all statutory costs, levies, fees and taxes that apply (if any).

15. Statements

All transactions, fees and charges will be reflected on the official transactional account statement (which is the system-generated transactional account statement that reflects all transactions concluded for a specified period which you may retrieve from our digital channels or from a branch). Please refer to the pricing guide for any fees that may apply. We will make your statement of account available on 1 (one) or more of the following channels: Online, App, Automated Deposit Terminal ("ADT"), cellphone banking and physically at any branch. You are responsible to check and verify that all the entries included in your statement are correct, and to inform us within 30 (thirty) days if you do not agree with any entry or item that reflects on such statement. This does not include any transaction history that may be retrieved from, but not limited to, digital banking or your Relationship Manager/Private Banker. Extracts from the official transactional account statement may be accessed via our electronic access channels, including but not limited to digital banking and Automated Teller Machines ("ATMs"). If there is a difference between our records and your records, our records will be sufficient proof of the information thereon, unless you can prove the contrary. These statements will constitute the original VAT Invoice. If you want to claim input VAT on bank charges using these statements, you must ensure that the correct information is provided to us and displayed on these statements and that the electronic versions are acceptable to your auditors and to the South African Revenue Service ("SARS"). You may have to request income tax certificates for certain accounts as certificates are not sent for all accounts. We will not be liable for any loss or damage of any nature due to incorrect information being provided by you, the unauthorised use of, or disclosure of, your statements or certificates or if you do not receive your statements or certificates.

16. Interest

We may pay interest on certain accounts, including but not limited to a Business Investment Account and Business Call Account linked to certain accounts. Interest rates are quoted on an annual basis and are calculated on the account's daily ledger balance. If the date for paying interest falls outside a business day, interest will be paid on the next business day. The rate of interest payable can change daily at our discretion. We will publish interest rate changes on statements or through notices in the media or on our FNB website. We may discontinue paying interest on accounts by providing you reasonable notice.

17. You alone carry the risk of sending instructions by e-mail, telephone

You may request that we accept instructions from you by e-mail and/or telephone and/or other indirect communication methods. You hereby confirm and understand that we will do so on the following basis. We will not verify (check) that instructions were actually sent by your Authorised Representatives using any of these indirect communication methods. We will act on the instructions as if authorised persons sent them. **You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using FNB's other secure non-face to face banking channels like Online, cellphone or telephone banking. These risks include the risk that the communication may be intercepted or changed without knowledge or consent, or that unauthorised instructions may be sent to us. You agree that you accept these risks. We will only agree to accept and act on instructions sent using these indirect communication methods, on condition that you waive your right to claim against us for any loss or damage of any nature you suffer because of this. You indemnify and hold us harmless from and against any claim against us for any loss or damage of any nature that you or any other person may suffer because you chose to use these indirect communication methods. You understand that we will not be liable to you or to your Authorised Representatives for any loss or damage of any nature that you or they suffer because you or they chose to use these indirect communication methods. You will be legally liable to us or any party for any loss or damage of any nature we may suffer because of your or their decision to use these indirect communication methods.** Your Authorised Representatives are solely responsible for making sure that we received an instruction. We will only be deemed to have received an instruction once we have

actually confirmed receipt in writing. **You will be liable if an instruction is sent more than once.** We are also not liable for any errors, omissions or delays in transmission of any communication.

18. Customer Due Diligence (CDD)

Under the Financial Intelligence Centre Act, No. 38 of 2001, as amended from time to time ("**FICA**"), we may not establish a relationship with you unless you have provided us with acceptable documents to prove your incorporation, registration and other details regarding your ownership structure. An account is considered to not comply with FICA if any of the required documentation is not on record or invalid. In terms of industry practice, all FICA non-compliant accounts will be frozen (you will not be able to transact). Before freezing an account, we will try to contact you to obtain the correct KYC documentation. If we cannot obtain the documents, your account(s) will be frozen.

19. When we can restrict access to an account

We may restrict access to any account, close any account and may freeze all amounts and/or cancel our agreement(s) with you and/or demand immediate payment from you of all amounts plus costs and interest: (1) if you breach any provision of any agreement you concluded with us, or (2) if any amount is overdrawn or an unauthorised excess arises, or (3) if you fail to pay the outstanding amount or make appropriate arrangements with us, or (4) if your account is a demand deposit account (for example any current account) whether any breach or default has occurred or not, or (5) if you are placed in or under liquidation, sequestration, business rescue (provisional or final) or other legal disability and/or (6) if you act contrary to local or international sanctions and our policies in relation thereto.

20. Implications of business rescue

If any steps are taken to commence business rescue proceedings for you or anyone providing any security for your debts to us, any outstanding balance you owe us will immediately become due and payable to us, and you will not be allowed to transact on any of your accounts and all amounts shown as a credit in your accounts will be frozen.

21. Right to combine accounts and apply set-off

Without prejudice to any rights we may have, and if the law allows, we may apply set-off regarding any indebtedness between us and you. You hereby specifically authorise and empower us, in our sole discretion, at any time, to set off any debt due to you by us against any debt due by you to us, and/or to receive, retain, hold or keep any monies and amounts which may now or which may at any time hereafter be deposited in or credited to or stand to the credit of any account you may have with us, for the payment of all monies now and from time to time hereafter owing by you to us from any cause of debt whatsoever. If the debt due by you to us is denominated in a different currency than any debt due by us to you, we may, in our sole discretion, convert, at our spot rate, such monies, from one currency to another currency to give effect to our rights in terms of this authority.

22. Address for the service of legal notices

You agree that we may send you any communication by hand, ordinary mail, registered mail, e-mail, printable webpage or any other electronic communication method. Any such communication, legal notices and notices in terms of the NCA (where applicable) will be delivered to your registered address or last address known to us by any registered mail service or by hand.

We may send legal notices or correspondence to you by: hand, in which case it will be deemed to have been received on the date of delivery; post, in which case it will be deemed to have been received within 7 (seven) days of posting; fax, email or Secure Messaging Service ("SMS"), in which case it will be deemed to have been received on the day that it was sent, or in the case of a non-business day, on the next business day.

You agree to notify FNB of any changes (including proof of changes) to any of your contact and address details, including postal or street address, e-mail, fax or phone numbers via the FNB call centre, Online Banking or any FNB branch. Any such change of address details will only be effective 14 (fourteen) days after date of receipt by FNB of the change.

Legal notices and summonses can be served at your registered address or at any address on record for you. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by you will be adequate written notice or communication to you. Legal notices or summonses may be sent to us at the following address: FNB Legal, 3rd Floor, No 1 First Place, Bank City, cnr Simmonds and Pritchard Streets, Johannesburg, 2001.

23. We can institute action in the Magistrates Court

We can, but do not have to, institute proceedings against you in the Magistrate's Court even if the amount or relief exceeds the jurisdiction of that court. You hereby consent and submit to the jurisdiction of that Court. You will pay our costs, fees and expenses in recovering any amounts owing to us or in enforcing, preserving or protecting our rights in terms hereof, including legal costs on the attorney-own-client scale, collection charges, tracing fees and VAT, on demand.

24. Dormant accounts

If you do not use any account (which includes all accounts mentioned in this document including the Savings Pocket) for more than 1 (one) year, or if your account balance is less than the amount as advised by us from time to time, we can close your account as a result of your account becoming dormant. We will attempt to notify you at the last known details we have for you, before we close the account.

From the time the account is closed, you will not earn any interest (if applicable). If you do not claim the money in the account by the time we close the account, we will transfer the money to a suitable suspense account. You have the right to claim this money, less reasonable fees that may have been incurred, for a period of 60 (sixty) years from the date on which the account may have been closed. To do this you must complete the necessary forms in order to prove your claim. FNB's customer claims process is available at any FNB branch or on the FNB website.

25. Dormant accounts

If you do not use any account (which includes all accounts mentioned in this document including the Business Call Account) for more than 1 (one) year, or if your account balance is less than the amount as advised by us from time to time, we can close your account as a result of your account becoming dormant. We will attempt to notify you at the last known details we have for you, before we close the account. From the time the account is closed, you will not earn any interest (if applicable). If you do not claim the money in the account by the time we close the account, we will transfer the money to a suitable suspense account. You have the right to claim this money, less reasonable fees that may have been incurred, for a period of 60 (sixty) years from the date on which the account may have been closed. To do this you must complete the necessary forms in order to prove your claim. FNB's customer claims process is available at any FNB branch or on the FNB website.

26. Customer's warranties

You warrant to us that no litigation, arbitration or administrative proceedings are in progress or, to your knowledge, pending or threatened against you or any of your assets, which could materially adversely affect your financial condition. You warrant to us that you are not in liquidation, sequestrated, under curatorship or under business rescue (final or provisional) or under other legal disability, nor are any such processes or proceedings in progress or threatened. You must immediately notify us if you are sequestrated/liquidated (including provisionally or finally) or placed under business rescue or other legal disability.

27. Prevention of criminal activities

We endeavour to stop or prevent any criminal activities, including money laundering and terrorist financing. Because of this, we can do any of the following things if we consider it is necessary to do so, or if South African and/or international laws, rules, regulations, restrictions and/or policies ('the law') require us to do so:

- We may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customer or entity. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. We will do this at the start of the business relationship and as often as we or the law considers necessary thereafter.
- We can refuse to do business with any person or entity that we consider undesirable.
- We will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by us in the management of our risk or that is linked to any person that appears on such sanction list or that is linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- We can end our relationship with a customer.
- We can monitor any transactions and instructions.
- We can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction.
- We can refuse to carry out any instruction or transaction.
- We can place a hold on any account or facility.

You agree to assist us to comply with the law by providing us with all the information and documents we require. If you fail to do so, or if you provide false information, we can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end our relationship with you.

We will not be legally responsible to you or any person for any loss or damage of any nature which you or any other person may suffer, or to comply with the law.

28. We are not legally responsible to you for service interruptions because of things that occur that are outside of our control

At certain times, we can be prevented from providing banking or other services, products or goods to you or from fulfilling our obligations to you because of things that are outside of our control. This includes, but is not limited to, involuntary interruptions outside of our control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes lockdowns or any other events outside of our reasonable control. In such cases, we will not be responsible for any failure to perform any of our obligations to you, and our obligations will be suspended, for as long as such interruptions continue.

We may at our discretion give you prior notice of interruptions and changes, but we have no duty to do so. We will not be legally responsible to you for any losses, costs, expenses, damages, claims, lawsuits, demands, of any kind whatsoever, whether suffered, incurred or brought by yourself, an individual or any entity, because of any service interruptions that were beyond our reasonable control.

29. inContact

- The inContact Service is a messaging system which provides you with notifications of certain account activity via SMS and/or e-mail to your selected mobile number and/or e-mail address and/or on App.
- These terms and conditions apply to inContact and inContactPRO. By using inContact and/or inContactPRO, you agree to be bound to these terms and conditions.
- The types and values of transactions that we provide notifications for do change from time to time. Because of this, you must still take the necessary precautions to safeguard your accounts, cards and banking channel access mechanisms, such as passwords and Personal Identification Numbers ("PINs"). You are responsible for ensuring that we have your correct mobile numbers and/or e-mail addresses. We will not be held responsible if your SMS and/or e-mail is sent to the wrong number or address.
- Your inContact information can be updated electronically using the Online Banking channel, by contacting the customer contact centres or by visiting a Branch.
- We cannot guarantee receipt or delivery of an SMS and/or e-mail, as we use external third parties for relaying of SMS and/or e-mail. Although we do send you inContact notifications, your statement will be the main and final record of all transactions on your account. You must therefore check all entries on your statement immediately upon receipt of your statement. You must report any unauthorised transaction or errors within 30 (thirty) days from the date of the statement. Should you fail to do so, all entries will be assumed to be correct and authorised. FNB will not be held responsible for any losses of any nature suffered as a result of your failure to notify us timeously of suspicious or unauthorised transactions.
- inContact is designed to assist you to track activity on your account and minimise potential unauthorised transactions. It is important that you read your inContact notifications as soon as you receive them. You must notify FNB about any suspicious or unauthorised transactions on your account within 24 (twenty-four) hours. If you fail to do this, you agree that FNB can treat the transaction as correct and hold you legally responsible for the transaction as if you had done or approved it. In the event of a dispute regarding when a message was sent, our system records will serve as proof of the date and time of the sending of the message, unless you can prove otherwise.

30. DEPOSIT INSURANCE

This product falls within qualifying deposits covered by the Corporation for Deposit Insurance (CODI) up to the limit of cover and if held by a qualifying depositor, as specified in the Deposit Insurance Regulations made in terms of the Financial Sector Regulation Act 9 of 2017. You may access more information on deposit insurance and CODI on the webpage of the South African Reserve Bank. Further information about qualifying deposits and qualifying depositors can be found on our websites.

31. COMPLAINTS

You have the right to resolve a complaint directly with us or by using an alternative dispute mechanism. To use an alternative dispute mechanism, you must file your complaint with the relevant ombuds and/or regulators with jurisdiction. The contact details of our complaints area and the ombuds and regulators are available on the FNB website, App and branch.

32. HOW TO CONTACT US

You may contact us at 0877FNB247/087 736 2247 should you have any queries relating to your transactional account.

FNB Business Debit and Petrol Cards

1. Steps customer and cardholder must take to safeguard the card and Pin

In order to prevent unauthorised transactions, the customer and cardholder agree to take all reasonable steps to safeguard the card and any PIN that is associated with the card. The customer and cardholder must do the following:

- **comply with all security requirements published/issued by FNB from time to time;**
- **not disclose the PIN to anyone. The cardholder is not entitled at any time to any knowledge of or access to the cardholder's PIN;**
- **keep the PIN separate from the card;**
- **on receiving the card, the cardholder must immediately sign the card with a ballpoint pen;**
- **only the cardholder may use the card. The cardholder may not transfer the card to any other person or allow any other person to use the card;**
- **the card may not be used for any illegal transactions. The customer and the cardholder are responsible for ensuring that a transaction is lawful;**
- **the cardholder must sign a transaction slip and/or apply the PIN, as required by the supplier of any goods or services;**
- **when a card has expired the cardholder must destroy the card by cutting through the magnetic strip;**
- **the customer and the cardholder must notify FNB immediately if any of the following occurs or the customer or the cardholder suspect that they may have occurred or may occur: (i) the card is lost or stolen; (ii) someone has obtained the PIN; or (iii) there are unauthorised transactions on the account;**
- **report lost/stolen cards to the following number: 0800 110 132; International +27(0)113691189.**

2. Customer and cardholder must comply with exchange control regulations if the card (excluding petrol cards) is used outside the Common Monetary Area

This section does not apply to the use of FNB Business Petrol Cards. If the card is used outside of the Common Monetary Area ("CMA"), the customer must comply with the applicable exchange control regulations. Any transaction or payment made in a currency other than

South African Rand will be debited to the account at Visa's or MasterCard's (as applicable) prevailing rate of exchange on the date of settlement. The transaction will be shown on the customer's account statement in South African Rands. A currency conversion fee will be charged for this service and will be added to the transaction amount. Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which the accountholder will be responsible for.

FNB may be required to report any transaction that occurs outside the CMA to the South African Reserve Bank, SARS and/or the Financial Intelligence Centre.

The customer and cardholder(s) warrant to FNB that the use of the card will not in any way contravene the Exchange Control Regulations or any similar laws that apply from time to time and that the customer and the cardholder will comply with all relevant Exchange Control requirements. In addition, the customer is reminded that Exchange Control Regulations currently allow cardholders in whose names 1 (one) or more bank credit and/or debit cards have been issued to make certain foreign exchange payments for small transactions, for example imports over the Internet, by means of such credit and/or debit cards. Payments are limited to R50,000.00 (fifty thousand rand) for each transaction. This dispensation does not free the customer from the duty to pay any taxes and/or custom duties for the value of goods imported, or from complying with the requirements imposed by Customs.

3. How cards are linked to the account(s)

This section only applies to FNB Business Debit Cards. FNB Business Debit Cards are issued as either limited function cards or full function cards. The customer is responsible for choosing the most appropriate card having regard to, amongst others, the roles and duties of the cardholder(s) and the nature of transactions the customer requires the cardholder to carry out. The customer is alone responsible for setting transaction limits on the cards. This includes limits on ATM cash withdrawals, POS purchases and over-the-counter cash withdrawals at an FNB branch both locally and internationally, if available on the specific card. Requests for any changes to limits may only be done by the customer by completing and signing the required form(s) provided by FNB or on Online Banking by the business administrator. FNB may in its sole discretion limit the number of cards issued to a customer.

Limited Function Cards:

The following restrictions apply to limited function cards:

Cards with limited function may only be linked to a single account and may be used to:

- register for personal Online Banking using the card;
- register for Online Secure on Online Banking;
- purchase goods and services using the card (subject to the limits created by the customer);
- withdraw money from the ATM and Cash@Till;
- view PIN, change PIN and cancel card on the cardholder's personal Online Banking;
- purchase petrol.

Full Function Cards:

The customer may link a full function card to 1 (one) account as a primary link and may link additional accounts as secondary links.

In addition to the transactions available with limited function cards, full function cards may also be used to:

- **access account information on all accounts to which the full function card is linked;**
- **make electronic payments and transfers from and between the linked accounts via FNB ATMs and FNB branches (card limits do not apply to payments and transfers).**

A full function card may only be issued to cardholders who have or will have full account access rights to access the accounts linked to that card through other service channels.

FNB Business Petrol Card:

The FNB Business Petrol Card may only be used at service stations, toll gates or other outlets in the Republic of South Africa, which have contracted with a bank to accept the card, for:

- **South African Toll fees;**
- **petrol, oil, lubricants, additives and related products;**
- **motor vehicle spares, parts and accessories; and**
- **motor vehicle maintenance and related services.**

The FNB Business Petrol Card can only be linked to a single account. Purchase limits can only be enforced if the purchase exceeds the merchant's floor limit.

This card may not be used:

- **to withdraw cash;**
- **to obtain the balance on the account;**
- **to make deposits into the account;**
- **to purchase or transact by mail order, telephone or electronically;**
- **as a reference for recurring payments, including debit orders, subscription fees and membership fees; or**
- **for any other transactions and payments not stated above.**

4. Replacement and expiry of the card

The card is valid until the last day of the month of the expiry date shown on the card as the valid date. The cardholder may only use the card during this period. The customer or the cardholder may request FNB to issue a replacement card (provided that the customer's agreement with FNB is still in force), if:

- the card is lost;
- the card is stolen;
- the card is damaged; and/or
- the card has expired.

The customer must ensure that the same limits have been set on the replacement card. The same functionality will apply to the replacement card.

In certain cases, FNB will issue the replacement card automatically.

FNB may deliver the card to the customer or the customer may collect a renewal card at an FNB branch once FNB has verified the customer's or cardholder's identity.

5. FNB's right to debit the account or decline transactions

The cardholder will be held legally responsible for all transactions done with their debit card which include, but are not limited to:

- **transactions at ATM's;**
- **transactions at POS devices;**
- **recurring payments where the cardholder has authorised the merchant to collect payments from the account;**
- **transactions done via electronic methods which include, but are not limited to, the internet or telephone.**

All transactions for purchases and/or services or cash withdrawals will be debited to the selected linked account. Each time the card or the card number (and PIN, where applicable) is used in a transaction; FNB can debit the account with the transaction amount even if no transaction slip or cash withdrawal voucher was signed. If there are insufficient funds in the account, FNB can decline a request to authorise a transaction. The debit card must not be used to participate in online gambling activities and/or for the purchase of foreign lottery tickets. FNB may decline any debit card transactions in SA that relate to foreign lotteries or to any online gambling activities.

6. Liability

The customer and the cardholder will be liable for:

- all unauthorised card-based transactions until FNB has been notified of the loss or theft of the card;
- any unauthorised transaction that has been debited to the account through any person other than the cardholder using the PIN, unless the cardholder can prove that such person did not obtain the PIN as a result of the cardholder's negligence;
- any unauthorised transaction that has been debited to the account through any person other than the cardholder using the card for purchases/transactions made by mail order, telephone or electronically, unless the cardholder can prove that such person did not obtain the card or card number as a result of the cardholder's negligence.

7. Lost Card Protection

- Lost Card Protection will protect the customer and cardholder against unauthorised and fraudulent use of the card, except for PIN based transactions, from the time of the loss or theft of the card until the customer or cardholder has notified FNB of the loss or theft.
- If either the customer or the cardholder is negligent in safeguarding the card or reporting the theft or loss of the card, they will not have any Lost Card Protection.
- Any delay in reporting the loss or theft of the card will be regarded as negligence and the customer and the cardholder will have to prove that they were not negligent.

8. "Contactless Chip & PIN" Card

A "Contactless Chip & PIN" card is a bank card with an embedded chip and antenna. When the cardholder is issued with a contactless Chip & PIN debit card the cardholder may be required to merely scan the debit card within the wireless range of the POS device (depending on the value of the transaction). Some merchants may require the cardholder to sign a slip. Certain transactions may require the cardholder to dip or swipe the card at the POS device and may require the cardholder to enter a PIN. The contactless functionality will only be available at selected merchants on transactions up to a limit based on the customer's individual profile, which FNB may change at its discretion. If the cardholder has more than 1 (one) contactless card, the cardholder must ensure that only 1 (one) card is presented for payment, to avoid collision transactions, which is when both cards are debited for the same transaction.

9. Cancelling and reversing charges

A dispute between you and any supplier of goods/services will not affect FNB's right to debit (charge) the account and/or receive payment of the transaction amount from you. Neither you or any Authorised Representative will have the right to:

- instruct FNB to refuse to pay the supplier; or
- request a charge-back of payment already made to the supplier, for goods purchased or services obtained with the card; or
- have any claim, or institute any counter-claim, against FNB, or to apply set-off against FNB.

Any payment that FNB has made to a supplier for any transaction is final and irreversible:

- unless allowed by the Visa or MasterCard (as applicable) rules and regulations, as published from time to time; or
- if there was duplication in payment because of human and/or technical error by the supplier.
- You can provide proof that you attempted to resolve the dispute with the supplier according to the agreement between you and the supplier.

You must raise any card-related disputes within 30 (thirty) days after the transaction date with the branch at which the account is held, by completing the relevant dispute forms.

10. Fees and charges

The account will be charged with:

- a fee for each transaction made through the use of the card, as advised by FNB from time to time;
- government levies where applicable;
- a dispute fee, if you raise a dispute against a supplier for any purchase/transaction, and the purchase/transaction is proved to be correct; and
- a voucher fee for any request made to FNB to obtain a duplicate voucher from a supplier (if available).

General

You must inform us in writing of any changes to your business and/or ownership structure (for example change in directors) FNB may in its sole discretion refuse to make any changes to your account profile should there be a dispute relating to the validity of change in your business and/or ownership structure. You may not change your business and/or ownership structure without our written consent if there are any credit facilities linked to your account. You will, if applicable, maintain your registration in terms of the Companies Act, No. 71 of 2008, as amended from time to time (the "**Companies Act**") and file your annual returns and pay all fees payable in terms of the Companies Act from time to time. Should you fail to maintain your registration we may, in our sole discretion, place a hold on your account until such time as your registration information reflects as "in business" with CIPC.

The name of an account does not necessarily determine the qualifying criteria, features and benefits. Please refer to the FNB website for specific account qualification criteria, features and benefits. In the event that you no longer meet or adhere to the qualifying criteria associated with the specific account or use the account in accordance with the specific features of the account, we may, by giving you reasonable notice, close the account or migrate/change your account to an account with different qualification criteria, features, fees and benefits.

We have the right to refuse to open an account for you, limit the number of accounts you may open, provide a service or accept a deposit. Before approving an account or service, we may investigate you and may require supporting documentation. You may not use any account (or allow the account to be credited) until we are satisfied with the documentation or information required by us to satisfy our policies and the law in relation to money laundering, local and international sanctions and related provisions and our policies in relation thereto. An account may not be used to contravene such law or policies.

If the account balance is in debit and we have not recovered the amount owing after a period of time considered by us to render the account overdue, we may at our discretion write-off the amount involved and/or record the debt against your name and/or your representative with any credit bureau or similar agency after the necessary notice has been given to you.

We may, in case of any actual or suspected fraudulent or criminal activity on any account, or if any dispute arises as to the authority of any representative, or if required by law, without notice, restrict access to and/or disallow any further transactions or dealings on that account, stop services and/or freeze all deposits standing to the credit of such account.

You may not pledge or cede any right arising from a deposit balance without our prior written consent. We will only consider cessions and pledges to registered South African banks.

Whilst we may allow you extra time to comply with your obligations or decide not to exercise any of our rights or remedies, we may still insist on strict compliance with our terms and conditions at any stage and the terms and conditions will not be deemed to have been amended or notated.

Notwithstanding any statement or account information, a certificate signed by any manager of FNB (whose appointment, or qualification need not be proved) will be proof of the outstanding balance, reserved funds, the rate of interest and the amount of costs and fees

(unless you prove the contrary) and will be valid as a liquid document in any court to obtain provisional sentence or summary judgment, or judgment for any other purpose against you.

This product is meant for transacting and must not be used for any other purpose.

For purposes of interpreting these terms and conditions, the following will apply:

- **“Business days”** means all days except Saturdays, Sundays, or official public holidays.
- Clause headings are included for convenience only.
- The word **“including”** means “including, without limitation”.
- Each and every clause is severable from the others and the invalidity of one or more of the clauses will not affect the validity of the remainder of the terms and conditions, which will remain in full force and effect.
- In addition to these terms and conditions, you will continue to be bound by any tacit agreement between you and us relating to any account, by the common law and by the present-day customs, procedures, practices and usage existing amongst bankers.

The terms and conditions contained herein will be governed and interpreted by the laws of the Republic of South Africa.

2. Terminating this Agreement

We may terminate this agreement at any time by giving you reasonable notice of termination. You may terminate your agreement with us by notifying us in writing. All transactions/instructions sent or given before termination will be carried out. If an account is to be closed, all debit cards or other cards linked to the account must be returned to us immediately before the account is closed. A period of at least 7 (seven) days will apply before the account is closed to allow for any outstanding transactions to be settled for which amount you will remain liable. Any cards or other access mechanism must be returned to us if the account is closed. We may also close any account and cancel this agreement if the balance falls below any required minimum balance, or if any debit card or other card or service is not used for a reasonable period of time, or where the account is in an unauthorized excess, or otherwise at any time following the expiry of reasonable notice. **“Minimum balance(s)”** refers to both opening account balances and/or ongoing minimum account balances as required from time to time. We may keep sufficient funds in the accounts to provide for amounts that may become due after termination. Once all pending transactions have been processed, you may withdraw the remaining funds from your accounts. Any amount owing to us will remain due and payable on account closure.

FNB further reserves the right, without limiting its other rights hereunder or in law, to terminate this agreement and the Authorised Representatives' right to use the account and/or other access mechanism and/or any card with immediate effect in any of the following circumstances:

- in the case of fraud, or suspected fraud;
- if FNB is compelled to do so by law;
- where it is required to protect FNB's interest;
- if FNB receives conflicting instructions from Authorised Representatives.

All cards and or other access mechanism issued to you remain the property of FNB and must be returned to FNB immediately upon request. The card is VISA or MasterCard branded and issued by FNB under licence of VISA or MasterCard (as the case may be).

FNB GENERAL TERMS AND CONDITIONS

(Date last amended: 19 February 2021)

1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

Important Definitions:

- The words “you” or “your” means the solution holder and any person the solution holder allows to operate on the solution.
- *The words “us”, “our”, “we” or “the bank” only refers to First National Bank a division of FirstRand Bank Limited (FNB), unless indicated otherwise or clear in the context that another entity is referred to.*
- *The word “solution” refers to any banking, insurance, investment, telecommunications or other products, goods, services, benefits, policies and rewards you select with the FirstRand group of companies.*
- The word “rules” refers to the terms and conditions applicable to each solution.
- *The word “interface” means the ways in which you can access the FirstRand group of companies’ platform like FNB App, ADT, ATM, Online banking, Cell phone banking.*
- *The word “platform” means any access method that a platform user can use to interact with any entity in the FirstRand group of companies. This can be managed through any existing interface, like the banking app or via a website, or any future access method created.*
- These terms and conditions will apply to you if you have any solutions with FNB.
- You can do your banking or get information about your solutions using our platform via different assisted and unassisted interfaces (like the FNB App or a bank branch). We may also provide you with payment mechanisms like a debit, credit or petrol/petro card so you can transact on your solutions. From time to time we may also make other solutions available to you. All the above solutions, the platform and interfaces are governed by their own rules. These rules will also apply to you if you use these solutions. To fully understand the rights and duties that apply to this relationship, you must read these terms and conditions together with those rules. You must contact us if you don’t understand any part of the rules.
- If there is a difference between these terms and conditions and the rules, the rules will apply.
- We can change these terms and conditions or any of the rules at any time as allowed by law. We will notify you about any important changes to these terms and conditions or the rules before we make the change. Unless you dispute the change before the date the change applies, we can assume that you agreed to the change.

2. FEES YOU MUST PAY US

- In return for providing you with solutions you must pay our fees as set out in the rules and in FNB’s latest Pricing Guide. (A copy is available on our website or from any bank branch.)
- Unless we say otherwise all fees are non-refundable.
- We may change our fees from time to time. We will advise you of this by giving you notice of the change within a reasonable time before the change takes effect.

3. WHEN AND HOW WE WILL SEND YOU STATEMENTS

- We will give you a statement by making it available on our platform and it may be accessed for free by using one or more of the following interfaces: Online, FNB App, ADT, ATM, Cell phone banking or at any bank branch. You may ask for extra statements, for which you may be charged.
- Your statement will show all the transactions on your solution for the period written on the statement. Transactions carried out, but not yet paid or deducted from your solution will not appear on your statement.

4. YOU MUST CHECK YOUR STATEMENT CAREFULLY AND REPORT ANY MISTAKES

- You must check each entry on your statement carefully as soon as you get your statement.
- You must report any mistakes or transactions done without your permission to us within 30 days from the date of the statement. If you don’t do this, we can assume the entries and transactions shown on the statement were correct or done by you or with your permission.
- **IMPORTANT: We will not be responsible for any loss or damage you suffer because you didn’t report errors or unauthorised transactions on time. If you receive inContact notifications, you must report any unauthorised transactions to us immediately to prevent further unauthorized transactions. If you don’t do this, we can hold you responsible for those transactions.**

5. HOW WE TREAT YOUR PERSONAL INFORMATION

- *For the purposes of this clause, the FirstRand group of companies means, and references to “we”, “us” or “our” are references to: the FirstRand group of companies, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.*
- Your personal information (which, for the purposes of this clause, includes special personal information) will be held by entities within the FirstRand group of companies.

- To better understand the entities that form part of the FirstRand group of companies and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this clause. The Privacy Notice can be found on our platform, website or you can contact us to request a copy.
- By utilising any solutions offered by us, you acknowledge that in order to:
 - conclude and fulfil contractual terms or obligations to you;
 - comply with obligations imposed by law; or
 - to protect or pursue your, our, or a third party's legitimate interests, including offering solutions that best meet your needs;
- your personal information may be processed through centralised functions and systems across entities in the FirstRand group of companies and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.
- Where it is necessary to obtain consent for processing outside of this clause, we will explicitly seek your consent separately.
- We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- For the purposes of these terms and conditions the responsible party is the party with whom you are contracting a solution (utilising a product or service), as well as other entities in the FirstRand group of companies, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

6. ADDRESSES FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- We may communicate with you using any means. We may choose the communication method.
- We will send any communications to the contact details we have on record for you. We may also communicate with you using our platform interfaces like our App or by means of a publication/advertisement in the media.
- Legal documents and notices that we serve or deliver, will be served at your physical address/employment address/mortgaged property address/ last street address we have on record for you and / or your last known e-mail address or cell phone number as recorded on our system or the last known details we have obtained. This is your chosen service address for legal documents and notices.
- You must send us any legal notices or summonses to the following address, which we choose as our domicile: FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg 2001.
- You must immediately tell us if any of your contact details change.
- You can do this on our platform by making use of our unassisted and assisted interfaces like visiting any bank branch or by calling our call centre. (If you change your street address, you must give us proof of your new address.) It may take up to 15 days for the change to reflect on our systems.
- We may need to update your records, you agree that we may get your contact details from other companies in the FirstRand group of companies.
- Any correspondence we send to you will be considered to be delivered to you:
 - If delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.
 - If posted by registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
 - If posted by ordinary mail – at 10h00 on the fourth day after the document is posted.
 - If sent by e-mail – on the date on which the document was e-mailed.
 - If sent by SMS or MMS – on the date on which the document was sent.
 - If sent by printable webpage - on the date the page is displayed.
 - If instant message push or messaging via platform – on the date of transmission.
- Any notices or correspondence we make available on our website, App, our ATM network, our bank branches or in the media will be considered to have been received by you on the date it was published.

7. JURISDICTION AND COSTS

- We can take legal action in a Magistrates' Court that has jurisdiction. When applicable, we may also take legal action in the High Court or any other court with jurisdiction.
- You agree that we may levy these fees, costs and charges to your solution and that it will form part of the outstanding balance.
- We will levy reasonable fees, costs and charges (which include, but are not limited to, legal costs to issue and serve summons, obtain judgment, issue warrants/ writs, effect attachment and arrange a sale in execution, disbursements and sheriff's fees); if we have demanded such cost from you and you agreed to the cost, the cost is taxed or the cost is determined by the court.
- Notwithstanding the aforesaid, these fees, costs and charges remain due, owing and payable by you until settled in full.

8. IF YOU APPOINT OTHER PERSONS TO USE YOUR SOLUTIONS YOU ARE RESPONSIBLE FOR THEIR ACTIONS

- If you complete the necessary form, we will allow another person to use your solution. We refer to these persons as account users.
- You will be responsible for all debts account users incur including our fees and charges, any overdrawn amounts plus interest on those amounts (where applicable). You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your solution. You must consider if restrictions or limits must apply.
- You must provide correct and up to date information about the account users. You alone are responsible for deciding and checking what rights must be given to account users.

- You can cancel an account user's rights at any time by completing the required forms. You will be liable for all transactions they made before you did this, including any future dated payments.
- The rights you gave to any account user come to an end when you advise us to terminate their authority via our platform interfaces or where the law requires it, such as on your death or if you become legally incompetent.

9. FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 "FAIS" – REGULATORY DISCLOSURES

About the Financial Service Provider "FSP"

Full name, registration number and FSP Number.	First National Bank (FNB), a division of FirstRand Bank Limited Registration No. 1929/001225/06. FSP No. 3071, FSP No. 624, FSP No. 3075, FSP No. 20081.
Physical and Postal Address	6th Floor, 1 First Place, Simmonds Street, Bankcity, 2001 P O Box 1153, Johannesburg, 2000
Contact details for general enquiries	Tel – 0860 11 22 44/ +27 11 369 1088 (International) Our website for FNB
Compliance officer	RetailFAIS@fnb.co.za
Complaints	Tel – 087 575 9408 Email – care@fnb.co.za FNB App – "Have your say" under the Information icon

- RMB Private Bank products are offered under FSP 624 which is the FNB Premium license. Reference is therefore made to FNB as the FSP license holder.
- FNB's FSPs are approved as a FAIS Category I, and/or II and/or III licensees. FNB is authorized by the Financial Sector Conduct Authority (FSCA) to provide FAIS financial services under the abovementioned licence categories. For a full list of product sub-categories and conditions and restrictions applicable to the above FSPs, please go to https://www.fsc.co.za/Fais/Search_FSP.htm.

FNB confirms the following:

- FNB holds the prescribed professional indemnity insurance.
- There is an agreement between FNB and the insurer to sell and service this product and FNB receives a fee for doing this.
- FNB holds relationships with the FirstRand group of companies and external product suppliers, more details will be provided at product take up.
- FNB takes responsibility for the actions of its authorized representatives insofar as they are providing financial services (some of whom may be providing FAIS financial services under supervision).
- The contact details of the FAIS Ombud are published on our website at www.fnb.co.za and in our product terms and conditions. You can also contact us on 087 575 9408 to get this information. You can request assistance from the Ombud if you believe that your complaint has not been resolved satisfactorily by us within 6 weeks of lodging your complaint. You need to refer the dispute to the Ombud within 6 months of the issue remaining unresolved with FNB.
- FNB is a Financial Services Provider in terms s3A(2)(a) of the FAIS General Code of Conduct and is required to have a Conflict of Interest Policy. A copy of the FirstRand FAIS Conflict of Interest Policy, that also covers these FSPs, can be found on the FirstRand website at <https://www.firstrand.co.za/investors/governance-and-compliance/>.

10. GENERAL

- **At certain times, FNB may be prevented from providing solutions to you or its customers or fulfilling its obligations to you because of things or events that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of our control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes, epidemics. In such cases we will not be responsible for any failure to perform any of its obligations to you or its customers or any person, and its obligations will be suspended, for as long as such interruptions continue. The bank may at its discretion give you prior notice of interruptions and changes, but it has no duty to do so. Without limiting the clauses before, the bank will not be legally responsible to you, any customer or person for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond our reasonable control.**
- **TAKE NOTE:** The FirstRand group of companies endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. We are also required to manage our risk exposure, including reputational risk, in a responsible manner. Because of this, the FirstRand group of companies can do any of the following things if it considers it is necessary to do so, or if South African and international laws, rules, regulations, restrictions and policies (the law) require it to do so:
 - We may check and confirm the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. We will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
 - We can refuse to do business with any person or entity that we consider to be undesirable and outside of our risk appetite.

- We will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- We can terminate our relationship with you if we are compelled to do so by law or if we have reason to believe that a continued relationship will expose us to reputational or business risk.
- You may also terminate your relationship with us, or your applicable solution (subject to the rules applicable to the solution).
- We can monitor any transactions and instructions.
- We can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction or transaction.
- We can refuse to carry out any instruction or transaction.
- We can place a hold on any account, facility or solution.

You agree to assist us to comply with the law by providing us with all the information and documents we require. If you fail to do so or provide false information, we can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also terminate our relationship with you. **TAKE NOTE: We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if we do any of the things mentioned above, or anything else necessary to comply with the law.**

IMPORTANT: You consent and agree that the FirstRand group of companies may share and obtain your personal information with and from fraud bureaux, like the South African Fraud Prevention Services, for the purposes of financial crime detection, prevention and prosecution or if we reasonably believe that you have provided any false and / or misleading information and / or documents to us.

- You must tell us immediately if you are placed under an administration order or debt review or are sequestered.
- You must tell us immediately if you are placed under business rescue, administration or are liquidated.
- If your estate is provisionally or finally sequestered or if you pass away, or become legally incompetent, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If you are liquidated, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If we need to take legal action against you, one of our managers (who do not need to prove her appointment) will produce a certificate, which shows the amount you owe us. If you don't agree with this certificate, you will have to prove that it is wrong.
- In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your solutions, or we can refuse to carry out any instruction or transaction without notice to you.
- If there is a dispute about any matter or record, our records (certified as correct by any FNB manager whose authority need not be proved) will serve as prima facie proof. This means it will be treated as correct unless you can prove it is not.
- Unless we agree to this, you may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under agreements with us.
- While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that these terms and conditions have been changed or that it no longer applies to you. We can still insist on the strict application of any or all our rights at a later stage.
- Every clause of these terms and conditions and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of these terms and conditions are invalid. The rest of these terms and conditions and rules will still apply.
- The headings in clauses in these terms and conditions and rules are included for your reference only and must not be used to interpret these terms and conditions or rules.
- Unless it is clear from the context, in the rules and these terms and conditions a reference to the singular includes the plural and vice versa.
- If you live outside the common monetary area (South Africa, Namibia, eSwatini, and Lesotho) additional rules apply to you.
- The words "including or include" must be read as "including, but not limited to".
- For purposes of interpreting these terms and conditions or any rules any reference to FNB includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may end these terms and conditions at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you and the way you access solutions we provide. We can also add new rules, solutions or stop existing solutions at any time.
- No changes to these terms and conditions or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed or issued by our authorised representatives.
- If the law allows, we have the right, without notice to you, to combine any or all solutions that you may have with us and to set off any amount that you owe us against any amount you have in any of your solutions. However, we reserve the right to combine only some of your solutions and then we will be entitled to claim from you any amount for a solution that has not been combined.
- Unless we say otherwise South African law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provision.