

FNB GENERAL TERMS AND CONDITIONS

(Date last Amended: 25 January 2021)

1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

- This agreement will apply to you if you are an individual and you have **any** account with First National Bank.
- This agreement sets out the general terms & conditions that apply to your and our relationship.
- You can do your banking or get information about your account using different banking channels. We may also provide you with payment mechanisms like a cheque book, a debit, cheque or petrol card so you can transact on your account. From time to time we may also make other services available to you. All of the above (banking channels, access mechanisms and services) are governed by their own rules. These rules will also apply to you if you use these products/services. To fully understand your and our rights and duties, you must read this agreement together with those rules. You must contact us if you don't understand any part of the rules.
- If there is a conflict (difference) between this agreement and the rules, the rules will apply.
- We can change this agreement or any of the rules at any time. We will tell you about any significant (important) changes to this agreement or the rules before we make the change. Unless you end the agreement before the date the change comes into effect (applies), we can assume that you agreed to the change.
- The words "you" or "your" means the account holder and any person the account holder allows to operate on the account.
- The words "us", "our", "we" or "the bank" only refers to First National Bank.

2. FEES YOU MUST PAY US

- In return for providing you with banking products and services you must pay our fees as set out in the rules and in FNB's latest Pricing Guide. (A copy is available on www.fnb.co.za or from any FNB 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 changes within a reasonable time before the change takes effect.

3. WHEN AND HOW WE WILL SEND YOU STATEMENTS

- To help you to check the transactions on your account we may make account statements available to you or you can go to any FNB branch and ask for a statement. You must check your statements. Statements are not sent out on certain accounts.
- We may either make your statements available electronically (e.g. on online banking) or we may send you your statements by email or by post.
- We can charge you an additional fee for statements you request over and above those we normally give our customers.
- Your statement will show all the transactions on your account for the period written on the statement. Transactions carried out, but not yet paid or deducted from your account 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 (thirty) 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. 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 within 24 hours to prevent further unauthorised 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 only, the FirstRand Group means, and references to "we", "us" or "our" are references to: 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.
- Your personal information (which, for the purposes of this clause, 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 clause. The Privacy Notice can be found on our platform, website or contact us to request a copy.
- 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 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 this agreement 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, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

6. YOUR AND OUR ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- We may communicate with you using any means (electronically, fax, paper).
- We will send any communications (including statements) to the last postal; street; email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, cellphone, telephone, ATM or our branches) or by means of a publication/advertisement in the media.
- We will serve legal notices and summonses at the last street address we have on record for you. You choose this address as your domicilium address for serving legal notices and summonses.
- You must send us any legal notices or summonses to the following address, which we choose as our domicilium: FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg 2001.
- You must immediately tell us if any of your addresses, phone or fax numbers change.
- You can do this by contacting us, visiting any FNB 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 7 (seven) days for the change to reflect on our systems.
- So we can update your records you agree that we may get your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as stated above.
- Any correspondence we send to you by:
 - post, will be considered to have been received by you within 14 days from the date on which we posted it;
 - by fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.
- Any notices or correspondence we make available on our website, our ATM network, our 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 bring any action against you under this or any other agreement we have with you in the Magistrate's Court, even if the amount claimed exceeds the jurisdiction of that Court.
- You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.

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

- If you complete the necessary bank form, we will allow another person to use your account. 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. You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your account. 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 bank forms. You will be liable for all transactions they made before you did this, including future dated payments and cheques.
- The rights you gave to any account user come to an end when you end their authority or where the law says so, 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. Physical and Postal Address	First National Bank ("FNB"), a division of FirstRand Bank Limited Registration No. 1929/001225/06. FSP No. 3071 and FSP No. 624 6 th 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) website- www.fnb.co.za
Compliance officer	Compliance Officer (FSP No. 3071) Tel: 087 311 3445 Tel: 087 343 0303 Compliance Officer (FSP No. 624)
Complaints	Tel – 0860 11 22 44 Fax - (011) 632 2317 Email – care@fnb.co.za

- FNB is approved as a FAIS Category I, II and III licensee. FNB is authorized by the Financial Services Board to provide FAIS financial services for the following financial products:
- Category I – Advice and Intermediary Services:
 - Long-Term Insurance Categories A, B1,B2 and C; Short-Term Insurance - Personal Commercial Lines; Long and Short Term Deposits, Pension Fund Benefits, Securities and Instruments: shares, money market, debentures and securitized debts, warrants, certificates and other instruments acknowledging debt, bonds, derivative instruments, participatory interest in Collective investment scheme, foreign currency denominated investments instrument, friendly society benefits
- Category II – intermediary services:
 - Securities and Instruments: shares, money market, debentures and securitized debts, warrants, certificates and other instruments acknowledging debt, bonds, derivative instruments, participatory interest in Collective investment scheme, foreign currency denominated investments instrument.
- Category III – intermediary services:
 - Securities and Instruments - Shares, debentures and securitised debt, warrants, certificates, other instruments acknowledging debt, and participatory interests in Collective Investment Schemes.

FNB declares the following:

- FNB holds the prescribed professional indemnity insurance.
- FNB earns commission and/or remuneration, according to the Long Term and Short Term Insurance Acts.
- FNB performs binder and outsourcing functions for FirstRand Life Assurance Limited and it receives binder and outsourcing fees for doing this.
- 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 0860 11 22 44 to get this information. You can request assistance from the Ombud if you believe that your complaint has not been resolved satisfactorily by us with 6 (six) weeks of lodging your complaint. You need to refer the dispute to the Ombud within 6 months of the issue remaining unresolved with FNB.

10. GENERAL

- At certain times, FNB may be prevented from providing banking or other services, products, or goods 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 FNBs control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes. In such cases FNB 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. FNB 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, FNB 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 FNBs reasonable control.
- TAKE NOTE: FNB endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this FNB 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 laws") require it to do so:
 - FNB 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 customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. FNB will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
 - FNB can refuse to do business with any person or entity that it considers undesirable.
 - FNB 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.
 - FNB can end its relationship with a customer. ○ FNB can monitor any transactions and instructions. ○ FNB can request further information before acting on any instruction or transaction. FNB can verify any transaction or instruction or recipient before processing it. This may result in a delay in FNB carrying out the instruction.
 - FNB can refuse to carry out any instruction or transaction.
 - FNB can place a hold on any account or facility.

You agree to assist FNB to comply with the laws by providing FNB with all the information and documents it requires. If you fail to do so or provide false information FNB can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you. TAKE NOTE: FNB will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.

- You must tell us immediately if you are placed under an administration order, are sequestered.
- 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 account will be restricted.
- If we need to take legal action against you, one of our managers (who do not need to prove his 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 account or stop a service 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 your and our agreement.
- 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 our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage.
- Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement/rules are invalid. The rest of the agreement and rules will still apply.
- The headings in clauses in our agreement and rules are included for your reference only and must not be used to interpret the agreement or rules.
- Unless it is clear from the context, in the rules and this agreement a reference to the singular includes the plural and vice versa.
- If you live outside the common monetary area (South Africa, Namibia, Swaziland, and Lesotho) additional rules apply to you. See our non-resident terms & conditions.
- The words “including or include” must be read as “including, but not limited to”.
- For purposes of interpreting the agreement 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 this agreement at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you, the way you access your accounts, any services we provide. We can also add new rules, products or stop existing products at any time. We will only notify you of material changes and unless you cancel this agreement before the date on which the changes take effect, you will be bound to them.
- No changes to this agreement 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 accounts 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 accounts. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount for an account that has not been combined.
- In addition to this agreement, you will continue to be bound by any tacit (unspoken or implied) agreement between you and us about any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
- 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 provisions.