

CONSUMER PROTECTION DISCLAIMER

By using Our services and products, you confirm that You;

- Have read and understood the terms and conditions
- Where You have requested, these terms and conditions have been read out to You
- Where Your signature is required, by Your signature/initials You agreed to be bound by these terms and conditions

This important legal document sets out the terms & conditions that apply to all customers that have a FNBB Islamic Current account with First National Bank Botswana Limited (“FNBB”). These terms & conditions are governed by Islamic Law on the Mudarabah principle. This agreement forms an agreement between the account holder (“the customer”) and any account user, and FNBB Islamic Banking, which is a business division of FNBB (“FNBB”).

In these terms and conditions, “You” or “Your” refers to the customer and/or the account user, as the context requires. These terms and conditions explain Your and FNBB’s legal rights and duties to each other. You must read these terms & conditions carefully. You must contact FNBB or get advice if You don’t understand any part of these terms and conditions.

These rules must be read with the other terms & conditions that apply to Your relationship with FNBB. If You use the account, FNBB can assume You have accepted this agreement.

- “Mudarabah funds” refer to the capital amount in your account.
- “Profit share” means the percentage of the profits You earn when FNBB invests the Mudarabah funds in Shari’ah compliant assets on the basis of these terms and conditions.
- “Shari’ah” means the set of rules derived from the Qur’an and authentic Traditions (Sunnah) of the Prophet Muhammad (PBUH) and the scholarly opinions based on the Qur’an and Sunnah.
- Your account will operate according to the “Unrestricted Mudarabah” structure and You will participate on these conditions:
 - 1.1 You must provide the Mudarabah funds.
 - 1.2 FNBB, as the Mudarib (manager), will provide the management and expertise and will invest the Mudarabah funds in Shari’ah compliant assets at its discretion.
 - 1.3 FNBB will act in accordance with the approval of the FirstRand Islamic Financial Services (“FRIFS”) Shari’ah Advisory Committee.
 - 1.4 If FNBB makes a profit from its trading activities, You and FNBB will share in that profit according to the profit-sharing methodology explained below in these terms and conditions.
- You understand that transferring funds between Your accounts can take up to 2 (two) business days.
- The account may not be overdrawn. This means that You may not use more money than You have in your account.
- You must get independent tax advice from a suitably qualified tax expert so that You can understand and plan for the taxes You will pay on the income You earn from Your investment. Where required by law, FNBB may withhold any taxes accrued by You pursuant to any profit share earned. You can request income tax certificates showing the profit that You have earned on the account. FNBB may at its discretion post a certificate to You. FNBB will send the same information to the Botswana Unified Revenue Service.
- Any receipt issued on the opening of the account is not transferable or negotiable. You may not pledge or cede (transfer) Your rights arising from your current account as security for loans without Our prior written consent. FNBB will only consider cessions or pledges to registered banks in Botswana.
- If Your account is not KYC “Know Your Customer” compliant, FNBB may freeze Your account and discontinue any investment of Your Mudarabah funds until such time that the KYC is compliant.
- **Profit share:**
 - If FNBB makes a profit through its investment of the Mudarabah funds, FNBB will share this profit with You according to the profit share split, 90 (Ninety) percent to FNBB and 10 (Ten) percent to You.
 - Your profit share will be paid out to You on a monthly basis.
 - The profit share rate quoted initially is an indication of what profit You may earn for the term of your investment.
 - Profit is allocated to individual depositors on the basis of a weighting system, taking into account the value of the deposit and its duration. Profit weightings have been defined as follows:

Account type	Savings/Call Account/up to 6 Days	48 Hour Notice/ Maximiser	Fixed term 7-31 days	Fixed term 32-92 days	Fixed term 93-184 days	Fixed term 185-270 day	Fixed term 271-366 days	Fixed term 367-715 days	Fixed term 716-1080 days	Fixed term 1081-1440 days	Fixed term 1441-1825 days	Fixed term 1850+ days
Weighting	3	4	5	48	55	56	58	63	66	69	72	75

- If FNBB has involuntarily received any income on Your account in conflict with Shari'ah, as confirmed by the FirstRand Shari'ah Advisory Committee, You authorise FNBB to dispose of any non-permissible income accrued to Your account. You agree that FNBB can donate that income to any charitable organisation(s) of its choice without getting Your permission.
- FNBB can at its discretion re-structure the profit-sharing methodology. FNBB will give You prior notice of this. FNBB will use a fair method of sharing the profits and will apply this method consistently amongst all customers who hold active Shari'ah compliant accounts with FNBB.
- **Sharing in Losses:**
- You will not earn any profit share on Your account if there was no profit made on the Mudarabah funds during the period of Your investment.
- If no Shari'ah compliant assets are available to invest in, no profit share will be generated for that period.
- FNBB does not guarantee that You will receive any profit share.
- You shall carry any losses if the Mudarabah fund suffers a loss. Losses will however, always be limited to the amount of the Mudarabah funds that You deposited with FNBB.
- FNBB does not guarantee that You will recover the capital that You invested in the Mudarabah fund.
- FNBB is entitled to retain any losses and deduct these losses from future profit distributions to You.

2. REPRESENTATIVES (PERSONS ACTING ON YOUR BEHALF)

Only Your authorised representatives may act on Your behalf. You must inform FNBB from time to time using the forms or process FNBB requires about which person(s) are authorised to represent You and what authority they will have. You alone are responsible for deciding and checking the powers given to your authorised representatives. You must give FNBB correct and up to date information about Your authorised representatives. FNBB can require the authorised representatives to verify information provided by you. Until FNBB receives all the necessary documents or instructions regarding authorised representatives FNBB will act according to the last recorded instructions You gave FNBB. If FNBB receives conflicting instructions from any person appointed as an administrator or in any representative capacity it can at its option (a) refuse to carry out any instructions or transactions; or (b) act on the instruction of any person who was recorded as valid administrator or representative at the time the instruction was given. You must ensure that your administrators and representatives do not give FNBB conflicting instructions. FNBB may act on all instructions from Your authorised representatives and debit their transactions to your account. You are legally responsible for all authorised and unauthorised transactions of Your representatives and for all their actions and/or omissions. FNBB will not be liable for any action, loss or fraud committed by any representative. FNBB will also not be liable if any representative acts outside of its mandate from You. You will ratify any such acts committed by your representatives and agree to indemnify FNBB for any such actions, losses, legal and other costs and expenses. You will be liable for the value of transactions made by You or Your 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 or knowledge of another person is not required. You understand the risks associated with allowing persons to access account information or transact on your accounts using their own personal banking profile. You alone are responsible for putting the available safeguards, including controls and separation of roles, in place to prevent fraudulent transactions on your accounts, including placing limits on accounts, requiring approvals of transactions and/or requiring notifications to go to senior persons other than those who transact. FNBB will, however, not be liable for any delays in payment or transfer of funds because of restrictions that apply to Your authorised representatives' powers, whether these were imposed by You or any other person or body, a court or the law, or by FNBB for security or risk management purposes. If an account is closed the representatives' access rights will automatically end for that account. This will not affect a representative's rights on remaining accounts and/or banking channels. FNBB may restrict any person's authority without notice if FNBB has the need to do this but will not extend (increase) any person's authority without Your prior consent.

3. USE OF CHEQUE AND OTHER NEGOTIABLE INSTRUMENTS

FNBB may issue a cheque book to You for use with certain types of demand deposit accounts. Along with this agreement, the drawing and processing of these cheques are governed by the relevant legislation, the common law, Electronic Clearing House Rules ("ECHR") and the terms and conditions printed on the cheque book cover and each individual cheque. FNBB are not required to pay cheques that are not properly drawn, post dated, stale, appear to be altered or do not appear genuine. You warrant that account users understand the requirements for cheques and that they will act responsibly. FNBB may pay all cheques, promissory notes, bills of exchange or other negotiable instruments ("instruments") that appear to be drawn, made or accepted and signed by the customer or its authorised account user and will debit the account whether the account is in credit or not. Payment of an instrument may be delayed to give FNBB time to check the authenticity of the signature and the identity of the person or entity claiming payment. 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, whether they are drawn or blank by immediately calling the nearest FNBB Branch to request FNBB to stop payment of the lost or stolen instrument. FNBB may not honour any cheque drawn for an amount exceeding the prescribed maximum amount that applies at the time and FNBB will not be responsible for any costs arising because of this. You must use alternative methods of payment for amounts that exceed this maximum amount.

4. MINIMUM BALANCE AND OVERDRAFT FACILITY

You may withdraw funds from Your account at any time, so long as the minimum balance, as advised from time to time, is kept in the account to keep the account active. There are no overdraft facilities on the account. Should Your account go into and remain in an overdrawn state, Your Islamic current account will be migrated to a non-Islamic FNBB current account.

5. AVAILABILITY OF FUNDS

FNBB does not have to process payment instructions, including debit orders and stop orders, if these payments exceed the available balance in Your account. Without affecting the foregoing, FNBB can in its sole discretion process these payments, in which case You will be legally responsible to pay back the amounts paid plus all related fees. For purposes of this agreement “available balance” means, an account’s credit ledger balance less the value of uncleared cheque deposits and funds reserved for other purposes.

6. PAYMENTS (Turnaround times and errors)

Unless You request a special service to speed up a payment You must allow for at least 2 (two) business days for an EFT (electronic funds transfer) payment to reach the account of the person You are paying (“beneficiary”). Please note that some beneficiaries may have special processing requirements that may delay the payment process further.

FNBB will not be legally responsible to You for any loss or damage because of any errors or omissions on Your part when creating payment instructions. FNBB does not check the bank account details or identity of beneficiaries. FNBB are not responsible for any loss or damage because of system, technical or manual failures outside of FNBBs control. FNBB will not reverse any payment instruction after it has been processed. FNBB may (if possible) attempt to reverse an instruction, provided the recipient account is held with FNBB and the recipient gives FNBB its explicit consent to do so. Certain instructions cannot be reversed or cancelled, including pre-paid purchases. If a recipient account is held with another institution, FNBBs role is simply to pass on Your instruction.

FNBB will not be legally responsible for any act or omission on the part of such institution. FNBB will not accept an instruction to stop the payment of a validly drawn instrument after it is presented for payment.

This paragraph applies to any cheque, promissory note, bill of exchange or other negotiable instrument (“instruments”). If an instrument is deposited into Your account or given to FNBB to settle an obligation to You, FNBB will credit your account before the cheque is cleared. By crediting your account FNBB does not warrant that the instrument will be paid. FNBB will reverse the credit and debit your account if the instrument is not cleared for any reason. This means that if you use the proceeds of an instrument before it clears, You do so at Your own risk. If You require certainty about an instrument before it is cleared You must request FNBB to process it as a special clearance or for special presentation. In such case FNBB will, for a fee, only credit the value of the instrument to the account after payment is confirmed. FNBB is not responsible for Your errors or omissions or that of any depositor or for ensuring you have lawful title to the instrument. FNBB can use any clearing system used by clearing banks. While FNBB takes 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 FNBB will debit Your account accordingly.

7. BREACH

You will be legally responsible for the value of transactions made by You or account users, plus fees and charges on such transactions. All transactions, fees and charges will be shown on the statement, ATM mini statement of the account or on a transaction record on FNBBs banking channels. FNBB has the right to demand immediate payment from You of any amount overdrawn. “Overdrawn” means You have exceeded the available balance of Your account. You will be in breach if You do not pay this outstanding amount or make appropriate arrangements with FNBB and FNBB will have the right to take legal action against You, without further notice, to recover what You owe FNBB.

8. TERMINATION

FNBB may close the account and cancel this agreement if the balance falls below any required minimum balance or otherwise at any time after a reasonable notice period has passed. You may terminate the agreement by notifying FNBB in writing. All transactions/instructions submitted before termination will be carried out by FNBB. FNBB is entitled to 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 capital from the account. Any amount You owe FNBB will remain due and payable on account closure.

Your account will be regarded as dormant if there is no activity on the account for a specific period of time. Consult a branch for the dormancy periods applicable to Your account. FNBB may close dormant accounts. If Your account is closed, the Mudarabah agreement between You and FNBB Islamic Banking will immediately cease. The funds in the account will henceforth be regarded as a Qardh (interest-free loan) to FNBB Islamic Banking and you will earn no profits on this account from the date that the account is closed.

Once the account is closed, FNBB will retain the entire balance on your behalf for a period of sixty years. You may claim any funds in this account within ten years from the date of closure of the account. If you do not claim the amount within this period, the funds in the account will be considered to be abandoned by You. Consequently, as per the Banking Act (1995), the entire balance in the account will be transferred upon the expiry of ten years to the Bank of Botswana. The Bank of Botswana will maintain such records of deposits or monies which have been abandoned, as shall enable it to refund to the owner or his heirs or assigns any such deposits or monies to which a rightful claim is established to the satisfaction of the Bank of Botswana.

If the account balance is in debit and FNBB has not recovered the amount owing after a period of time considered by FNBB to render the account overdue, the bank may at its discretion write-off the amount involved and/or record the debt against your name of with any credit bureau or similar agency after the necessary notice has been given to You. Any cards must be returned to FNBB if the account is closed.

9. NOTIFICATION SERVICES

Notification Terms & Conditions apply. Visit any FNBB branch or www.fnbbotswana.co.bw for more information. Please note that You must query any unauthorised transactions on Your account within 24 hours from the time the inContact message was sent to You. If You don't do this, You may be responsible for that transaction.

10. YOU ALONE CARRY THE RISK OF SENDING INSTRUCTIONS TO FNBB USING EMAIL, TELEPHONE OR FAX:

You may request that FNBB accept instructions from You by email and/or telephone and/or fax. You hereby confirm and understand that FNBB will do so on the following basis. FNBB will not verify (check) that instructions were actually sent by You or Your representatives using any of these indirect communication methods. FNBB 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 FNBB's other secure non-face to face banking channels like online, cell phone 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 FNBB. You agree to accept these risks. FNBB 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 FNBB for any loss or damage you suffer because of this. You indemnify and hold FNBB harmless, against any claim against FNBB for any loss or damage that it or any other person suffers because You chose to use these indirect communication methods. You understand that FNBB will not be liable to it or its representatives for any loss or damage that it or they suffer because You chose to use these indirect communication methods. You will be legally liable to FNBB or any party for any loss or damage FNBB may suffer because of Your decision to use these indirect communication methods. Your representatives are solely responsible for making sure that FNBB received an instruction. FNBB will only be deemed to have received an instruction once it has actually confirmed receipt in writing. You will be liable if an instruction is sent more than once. FNBB is also not liable for any errors, omissions or delays in transmission of any communication.

11. IMPLICATIONS OF BUSINESS RESCUE

If any steps are taken to commence business rescue proceedings for a commercial or business customer, or anyone providing any security for the debts of a commercial or business customer to FNBB, any outstanding balance that that commercial or business customer owes FNBB will immediately become due and payable to FNBB, and that customer will not be allowed to transact on any of its accounts and all amounts shown as a credit in the customer's accounts will be frozen.

12. GOVERNING LAW

The law of the Republic of Botswana governs this agreement and all disputes, actions and other matters about this agreement will be determined according to this law, provided that the provisions will also be governed by Islamic Law on the Mudharabah principle. If there is a conflict, if it is a banking issue then the Botswana Governing Law will prevail. If it relates to any other issue concerning Islamic Law, then Islamic Law will prevail.

All agreements for Islamic Banking products have been approved by the FirstRand Shari'ah Advisory Committee. FNBB relies on the interpretation as made by aforesaid committee. While FNBB will at all times take all reasonable steps to ensure that FNBB Islamic Banking products comply with the requirements as determined by the FirstRand Shari'ah Advisory Committee, You alone are responsible for taking the necessary steps to satisfy Yourself that FNBB Islamic Banking products are Shari'ah compliant.

This agreement must be read in conjunction with the FNB General Terms & Conditions, as well as other relevant product rules. These terms, conditions and rules will also apply to You, except the clauses that make any reference to 'interest' or 'overdraft'. For any further info contact our call centre on 0800 302 302 or email to islamicenquiries@fnbbotswana.co.bw

FNBB GENERAL TERMS AND CONDITIONS

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 Botswana Limited (“FNBB”).
- 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, and 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 FNBB.

2. CHANNELS FOR ACCESSING YOUR ACCOUNT

- FNB may from time to time grant You access to certain channels including but not limited to USSD, internet banking and mobile banking APP and automated teller machines that allow You to access Your account and carry out transactions and instructions. FNB may from time to time develop further channels that allow You access to Your account.
- By your use and registration of these channels, You shall be deemed to have accepted any terms and conditions relating to their use.
- Any transactions executed on these channels shall be deemed to have been transactions which have been executed by You.
- You must ensure that any passwords used for accessing these channels are only known by You and where such have been compromised You must immediately change the passwords.
- The Bank shall not be liable for any transactions authorized on these channels and any such transactions shall be deemed to have been authorized by you.
- Where You suspect any fraudulent activity on these channels or on Your account, You should immediately report such transactions to the Bank
- The Bank will endeavor to block Your account or the relevant channel on Your instructions.
- The Bank shall further not be liable for any service interruptions relating to the downtime and access of these channels. Where the channels are down, You must use other available channels for accessing Your account or carrying out Your transactions

3. CARDS

- The Bank may issue you with one or more debit cards or other cards to enable You to access Your account and withdraw and or deposit funds into Your account
- You can use Your card to purchase for goods at merchants or purchase and pay for goods and services online
- You must be careful and sure of the transactions that You conduct online and verify the suppliers and service providers. Its not advisable that You share your card or account details online. The Bank will not be liable for any transactions executed online
- Where You purchased any goods online or with any merchant, any dispute that arises, You should settle the dispute directly with such merchant or online service provider
- You must keep your card safe and Your password protected at all times.
- Your password must be known only to You and where the password has been compromised, You must act promptly to change Your password
- You must report any suspicious transactions on Your card and account promptly to the Bank
- Any transactions executed using Your card shall be deemed to have been authorized by You and the Bank shall not be liable for any fraudulent transactions or any loss that you suffer as a result of any stolen cards or your password being compromised

4. 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 FNBB’s latest Pricing Guide. (A copy is available on www.fnbbotswana.co.bw or from any FNBB 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.

5. 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 FNBB 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.

6. 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 unauthorized transactions. If You don't do this we can hold you responsible for those transactions.

7. HOW WE TREAT YOUR PERSONAL INFORMATION

The following two definitions apply to this entire clause:

"process" or "processing" means any operation/activity/set of operations, including automatic, concerning Your information and adaptation alignment, alteration, blocking, collation, collection, combination, consultation, degradation, destruction, disclosure by transmission, dissemination by means of transmission, distribution or making available in any other form, erasure, gathering, linking, merging, modification, organisation, receipt, recording, restriction, retrieval, storage, structuring, updating, or use of information.

"information" which FNB could process, could include (but is not limited to) Your, or someone else's, personal information relating to: race, gender, pregnancy, marital status, national, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth information relating to education or medical, financial, or criminal behaviour or employment history, any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other assignment to the person, biometric information, personal opinions, views or preferences, philosophical beliefs, trade union membership, political persuasion, health, economic or financial information, correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence, views or opinions of another individual about the person, transaction details, agreements, etc.

USE OF INFORMATION

- For FNB to have a relationship with You and to provide You with products/solutions, FNB will have to process Your information.
- FNB will treat Your information as confidential and take all reasonable steps to protect Your information. FNB will only disclose Your information if required by law:
 - it is in the public interest to do so;
 - FNB's interests require disclosure; or
 - You consented.
- FNB uses Your information as follows:
 - FNB collects information from You directly, from Your usage of products and services, from Your engagements and interactions with FNB, from public sources and from third parties.
 - Your information will be confidential and will only be processed if You consented thereto, it is necessary to conclude or perform in terms of a contract with You, the law requires it or Your, FNB's or a third party's lawful interest is being protected or pursued.
- FNB may process your information for the following reasons (amongst others), to:
 - Provide you with products and services
 - comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests;
 - detect, prevent and report theft, fraud, money laundering and other crimes;
 - enforce and collect on any agreement when You are in default or breach of the agreement terms and conditions, like tracing You or to institute legal proceedings against You;
 - conduct market and behavioural research, including scoring and analysis to determine if You qualify for products and services;
 - market products and services to You, where You have consent to receive such marketing communication
 - develop, test and improve products and services for You;
 - process payment instruments (like a cheque) and payment instructions (like a debit order);
 - create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card);
 - do affordability assessments, credit assessments and credit scoring;
 - manage and maintain Your accounts or relationship with FSR;
 - disclose and obtain information from credit bureaux regarding Your credit history;
 - enable You to participate in any debt relief process, where applicable;
 - enable FNB, its partners and agents to deliver goods or documents or notices to You;
 - communicate with You and carry out Your instructions and requests;
 - historical, statistical and research purposes;

- security, identity verification and to check the accuracy of Your information; and
 - customer satisfaction surveys, promotional and other competitions.
- FNB may process Your information using automated means (without human intervention in the decision making process) to make a decision about You or Your application for any product or service, or for You to access any online service channels. You may query the decision made about You.
- FNB may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
 - attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;
 - agents and sub-contractors like couriers in the course of providing services/products to you;
 - credit bureaux;
 - persons to whom FNB cedes/delegates/assigns or transfers its rights and/or obligations;
 - payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions;
 - 3rd parties that the Bank has engaged in order to provide products and services to you
 - insurers, brokers, other financial institutions that assist with the providing of insurance and assurance;
 - law enforcement and fraud prevention agencies and other persons tasked with the prevention or prosecution of crime;
 - regulatory authorities, governmental departments, local and international tax authorities and other persons that FNB under the law have to share Your information with.

RIGHTS OF CLIENT

- I understand that, subject to any legal limitation, I have the right to:
 - request FNB to confirm, free of charge, whether or not it holds information about me;
 - request from FNB the record or a description of my information held by it, including information about the identity of all third parties, or categories of third parties, who have, or have had, access to the information;
 - access my information held by FNB;
 - withdraw my processing consent on legitimate grounds on notice to FNB, however FNB will continue to process the information if permitted or required by law;
 - request FNB to rectify my information or to complete incomplete information;
 - request FNB to delete, erase, destroy, block my information if it was unlawfully processed, is incorrect, irrelevant, excessive, outdated, incomplete, misleading, unlawfully obtained, consent has been withdrawn, or the information is no longer necessary or on other lawful or legitimate grounds allowed by law;
 - object to the processing (or insist on restriction) of my information on legitimate grounds or if the information is inaccurate;
 - complain to the relevant regulatory authority;
 - have my information stored for the time periods prescribed by law after which it will be destroyed.
- I understand that I may not object to, or request deletion or restriction of, processing of information if legislation requires the processing.
- Go to FNB's Privacy Policy located on the FNB website for more information on FNB's privacy practices.
- If you exercise any of the above rights, you must contact FNB's customer contact center at +267 3706100.

CONSENT

It is compulsory that You consent to the processing of Your information below. Should You refuse to agree to the processing of Your information, FNB will not be able to take You on as a client or establish a relationship with You or might have to terminate its relationship with You and cancel all Your products/agreement. Even if You do not provide consent, or at some stage withdraw consent, FNB and certain third parties may under certain circumstances continue to process Your information if allowed by law even against Your wishes or objections.

- By signing this agreement, You voluntarily provide the consent below as may be applicable. I instruct FNB to get and use my information from Credit Bureaux and third party qualification data providers and government departments to:
 - conduct once-off and/or ongoing assessments to determine my eligibility for, and the appropriateness of, the supply, or assessment, or ongoing supply of any transactional, investment, insurance, telecommunication or credit solution or other offerings (whichever is applicable to this application);
 - provide me with tips and support and directly market these products to me where I consented to direct marketing; and
 - establish marital status and familial relationships for legal and family banking purposes.
- I instruct FNB to get and use my information from Credit Bureaux to verify and update my personal/business profile information including contact details and income.
- I agree that FNB may give my information to my employer to verify my income and obtain such information from my employer.
- I agree that FNB may share my information with government departments or similar institutions which are responsible to hold records of citizenship, nationality, marital status, ownership, etc. to confirm proof of life, verify my identity and establish ownership.
- I agree that FNB may process my identification number or identity card number for legitimate purposes allowed by law, including for identification and security purposes.
- I agree that FNB may process, give my information to, or get my information from, any:
 - fraud and/or identity theft bureaux and institutions which hold sanction, terrorism and/or financial crime (like money laundering) information, so as to determine my suitability for any product;
 - fraud and/or identity theft bureaux which hold financial crime information, for financial crime detection, prevention and prosecution purposes or if FNB reasonably believes that I provided any false and/or misleading information and/or documents to them.
- I agree that FNB may obtain, share and process my political affiliations for the purposes of determining whether I am a politically exposed individual or a desirable client.

- I agree that FNB may get and use my device location at a point in time to provide me with pre-selected products and/or special discounts that are nearby. FNB may directly market such products to me if I consented to direct marketing.
- I instruct FNB to get and use my information from Credit Bureaus to, upon my request, assist me to transfer my existing debit order(s) and salary payment to my new transact solution.
- I agree to the insurers or other financial institutions processing my information to release the information to the authorised user and I confirm that the authorised user will be acting on my behalf or in my interests. My interests shall be best served if that information is made available to authorized financial service providers with a legitimate interest in receiving such information for the purposes below:
 - to understand my money management needs and provide advice and guidance based on my financial needs' analysis.
 - to conduct insurance needs analysis, underwriting and claims management (including fraud detection and prevention).
- I agree that FNB may provide my contact details to:
 - someone to whom I made payment, but who cannot identify me as the payer; or
 - someone who made a payment to me, but who cannot identify me as the recipient.
- I agree that FNB may get and use my information from any affiliate company and or any third parties including FNB's agent/contractors authorized by FNB for the purposes of:
 - processing and considering my application for employment,
 - conducting criminal, credit, references and other related reference checks on me, and
 - otherwise facilitating my employment application process.
- I agree that FNB may get and use my biometric information (like my fingerprints, selfie, facial features, retinal scanning, voice, body temperature) for verification of identity, security authentication and/or electronic signature purposes or to prevent health/occupational risks and my also obtain such information from government departments or similar institution for verification of identity, security authentication and/or electronic signature purposes.
- FNB, or a third party service provider of FNB, might have to process your, or someone else's, information outside the borders of this country ("**Cross-Border**") (for e.g. your information might have to be stored in a cloud in Ireland). I agree that FNB may process my information Cross-Border subject to the necessary protection being in place.
- I agree that FNB may provide any reportable information about me to any credit bureaux or obtain any information from a credit bureaux relating to any credit product or other financial obligation to FNB, whether actual or contingent.

8. SANCTIONS & FINANCIAL CRIME

- FNB must comply (and in some cases make policies, standards and/or guidelines to foster voluntarily compliance) with laws, requirements, standards, recommendations, guidelines and directives relating to terrorism, corruption, bribery, money laundering, financial crime, Know Your Customer requirements and sanctions obligations, locally and internationally (as it may be applicable), issued by various bodies in a number of jurisdictions and FNB's own policies as aligned to FNB's compliance framework and requirements in this regard (referred to as the "**Requirements**") in relation to you, any entity, any security provider, any persons related to them or involved with them, or acting on behalf of, or involved with, you, including their mandated persons, directors, executives, signatories, shareholders, holding companies, trustees, beneficiaries, partners, managers, controllers, associates, subsidiaries, beneficial owners, ultimate beneficial owners and related entities (you and all of the aforesaid persons and entities are referred to as "**Impacted Persons**").
- In order to comply with the Requirements, or if:
 - any fraud or criminal activity (actual or perceived) is suspected; or
 - the conduct (actual or perceived) of any Impacted Person is in FNB's view undesirable; or
 - performing under any agreement, instruction or transaction places FNB in breach of any local or international law, regulation or Requirement; or
 - performing any obligations under any agreement or continuing the banking relationship with any Impacted Person would adversely affect or otherwise reduce or remove FNB's ability to: (i) raise local or international funding; and/or (ii) contract with, or maintain its relationships with, international financial institutions; and/or (iii) transact in or process payments or otherwise deal in other currencies,
 - your KYC is not up to date

FNB may, at the start of the business relationship and/or at any time thereafter, in relation to any Impacted Persons, do any or all of the following:

- verify (check and confirm) their identity;
- monitor any account, business relationship, deal, facility, instruction or transaction;
- request Know Your Customer information and evidence and further information or evidence which might exceed the scope of what is required under specific legislation;
- verify any transaction or instruction or recipient before processing it;
- refuse any account, business relationship, deal, facility, instruction or transaction;
- **place a hold on, restraint, or freeze, any account, business relationship, deal, facility, instruction or transaction, including instances where an Impacted Person does not provide documents or evidenced as required by FNB in terms of the Requirements;**
- refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;
- on 30 days' notice (or less if warranted) terminate any account, business relationship, deal, facility, instruction or transaction with any Impacted Person or refuse to honour any instrument or carry out any transaction;
- refuse to do business with any person or Impacted Person that falls outside FNB's risk appetite or 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;
- terminate the bank's relationship with any impacted Person if FNB is compelled to do so by law or if FNB has reason to believe that a continued relationship will expose FNB to reputational or business risk.

- FNB will not be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by anyone as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the Impacted Persons will remain liable to FNB for all amounts owing to FNB (actual or contingent). FNB will not be liable for any loss whatsoever, should any foreign bank (1) refuse to execute any instruction, (2) delay payment or withhold funds due to any Requirement.

9. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

- Any correspondence and communication between You and the Bank shall evidence of any communication or contract entered into.
- The Bank may from time to time offer sale of products and services through electronic communications
- You agree that, subject to the applicable laws, the Bank may from time to time offer You products and services through electronic means and conclude contracts for the sale of such products and services electronically
- The terms and conditions of such sale may be recorded by the Bank and communicated with You on such platforms that You may notify the Bank
- All contracts concluded electronically by FNB and You shall be subject to the Electronic Communications and Transactions Act, 2014
- We will treat Your personal information as confidential and take all reasonable steps to protect Your personal information. We will only disclose Your personal information if:
 - the law requires us to do so;
 - it is in the public interest to do so;
 - our interests require disclosure; or
 - You have given us your consent.
- To consider Your application for any FNBB products or services or maintain a relationship with You, You agree that We may - as part of Our checking and account maintenance processes – do the following:
 - Get certain of Your personal information from any other party (e.g. a credit bureau or a government agency).
 - Disclose some of Your personal information to these parties to get the information we need. If We do this We will never disclose more information than we need to.

10. 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: FNBB Legal, First Place / Head Office, Plot 54362, CBD, Gaborone, P O Box 1552, Gaborone, Botswana.
- You must immediately tell us if any of Your addresses, phone or fax numbers change.
- You can do this by contacting Us, visiting any FNBB 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, and Our branches or in the media will be considered to have been received by You on the date it was published

11. 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.

12. 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. 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.

13. BANKING LICENCE GRANTED IN TERMS OF THE BANKING ACT [CAP 46:04] AND OTHER DISCLOSURES

Full name, registration number	First National Bank of Botswana Limited Registration No. CO.001119
Physical and Postal Address	First Place / Head Office, Plot 54362, CBD, Gaborone P O Box 1552, Gaborone
Contact details for general enquiries	Tel : +267 370 6000 (International) website: www.fnbbotswana.co.bw

FNBB is a duly licensed commercial bank by the Central Bank in terms of the Banking Act [CAP 46:04] to conduct banking business in Botswana. Banking business is defined by the Banking Act as:

"the business of accepting deposits of money repayable on demand or after fixed periods or after notice, as the case may be, by cheque or otherwise; and/or the employment of deposits in the making or giving of loans, advances, overdrafts or other similar facilities, and in the making of investments or engagement in other operations authorised by law or under customary banking practice, for the account of, and at the risk of, the person or persons accepting such deposits, and includes the discounting of commercial paper, securities and other negotiable instruments, for the purpose of enforcing loans or other credit facilities."

14. GENERAL

- You warrant to FNBB that no litigation, arbitration or administrative proceeding is 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 FNBB that it you are not in liquidation, sequestrated, under curatorship or under business rescue (final or provisional) or other legal disability, or that such process or proceeding is in progress or threatened. You must immediately notify FNBB if You are sequestrated/liquidated (including provisionally or finally) or placed in business rescue or any other legal disability. Commercial and business customers must inform FNBB in writing of any changes to their ownership structure.
- FNBB has the right to refuse to open an account, provide a service or accept a deposit. Before approving an account or service, FNBB may investigate You and may require supporting documentation. You may not use any account (or allow the account to be credited) until FNBB is satisfied with the documentation or information required by FNBB to satisfy its policies and the laws about money laundering, local and international sanctions and related provisions and FNBB's policies. An account may not be used to contravene these laws or policies.
- You must tell us immediately if You are placed under an administration order, are sequestrated.
- If Your estate is provisionally or finally sequestrated 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 FNBB 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 be 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.
- 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 FNBB 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 the laws of the Republic of Botswana will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provision.