



FIRST NATIONAL BANK (FNB) ISLAMIC Transactional Accounts and Debit Card Terms ACCOUNTS TERMS & CONDITIONS

This important legal document sets out the terms & conditions that apply to all customers that have FNB Islamic current accounts (Transactional and Debit Card Accounts) with FNB. This is an agreement between the account holder ("the customer") and any account user (and any person who the account holder authorises to act on its behalf), and FNB Islamic Banking ("FNB"), which is a business unit of FNB. 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 yours and FNB's legal rights and duties to each other. You must read these terms & conditions carefully. You must contact FNB or get advice if you don't understand any part of these terms and conditions. If you use the account, FNB can assume you have accepted this agreement. 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.

These terms & conditions are governed by Shari'ah on the Qardh principle. "Qardh" refers to a loan where repayment is equal to the initial amount advanced with no profit or increase. "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.

1. PROFIT SHARE

You will not earn profits on this account. You will be repaid the amount deposited into the account less any fees that apply to your account.

2. 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. References to privacy related terminology used in this term (such as personal information and responsible party) should also be read as to incorporate any similar terminology used in the jurisdiction in which your personal information is processed.

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.

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, given its incorporation into your agreement with us.

If you are a juristic person (for example, a company or a trust) it may also be necessary for the FirstRand Group to obtain personal information of parties who are related to your business or activity, such as members, directors, shareholders or trustees or other related parties of the business (as applicable) and as set out in more detail in our Privacy Notice.

3. REPRESENTATIVES (PERSONS ACTING ON YOUR BEHALF)

Only your authorised representatives may act on your behalf. You must inform FNB from time to time using the forms or process FNB 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 FNB correct and up to date information about your authorised representatives. FNB may require the authorised representatives to verify information provided by you. Until FNB receives all the necessary documents or instructions regarding authorised representatives, FNB will act according to the last recorded instructions you gave to FNB. If FNB 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; or c) place a hold on the account until we receive instructions that are not



conflicting. You must ensure that your administrators and representatives do not give FNB conflicting instructions. FNB 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. FNB will not be liable for any action, loss or fraud committed by any representative. FNB 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 FNB 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. FNB 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 FNB 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. FNB may restrict any person's authority without notice if FNB has the need to do this but will not extend (increase) any person's authority without your prior consent.

4. RELATIONSHIP MANAGER/ PRIVATE BANKER

A Relationship Manager may, at our discretion, be assigned to qualifying customers (for example, where your annual business turnover is P10,000,000.00 (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 is assigned to you, you will be required to sign a Relationship Manager Mandate and Indemnity. The Relationship Manager 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 affected; and
- Provide any other service that we may offer from time to time.

The Relationship Manager 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 affect 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 Botswana 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.

5. AVAILABILITY OF FUNDS

FNB 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, FNB 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. The overspent amount on your transactional account is immediately due and payable and, without further notice and We may also take immediate steps to recover the overdrawn amount. For 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.

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. We may also take immediate steps to recover the overdrawn amount. In addition, we have the rights set out in clauses 18 and 20.

6. 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. The available balance in your transactional account does not include the money available in linked accounts. There are no overdraft facilities on the account.

7. 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.

FNB 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. FNB does not check the bank account details or identity of beneficiaries. FNB are not responsible for any loss or damage because of system, technical or manual failures outside of FNBs control. FNB will not reverse any payment instruction after it has been processed. FNB may (if possible) attempt to reverse an instruction, provided the recipient account is held with FNB and the recipient gives FNB 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, FNBs 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.

FNB will not be legally responsible for any act or omission on the part of such institution. FNB 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 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.

8. 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 the office of the Master of the High Court to appoint such authorised representative.

9. ISLAMIC BUSINESS CALL ACCOUNT RULES

- For purposes of these rules the words, "Mudarabah funds" refer to the capital amount in your Islamic Business Call account. "Profit share" means the share of the profits you earn when FNB 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 Holy Qur'an and authentic Traditions (Sunnah) of the Prophet Muhammad (PBUH) and the scholarly opinions based on the Qur'an and Sunnah.
- Your Islamic Savings account will operate according to the "Unrestricted Mudarabah" structure and you will participate on these conditions:
 - You must provide the Mudarabah funds.
 - You allow for your funds to be included in the FNB Islamic Banking pool of funds for the purpose of investment.
 - FNB, as the Mudarib (manager), will provide the management and expertise and will invest the Mudarabah funds in Shari'ah



- compliant assets at its discretion.
 - FNB will act in accordance with the approval of the FirstRand Islamic Financial Services ("FRIFS") Shari'ah Advisory Committee.
 - If FNB makes a profit from its trading activities, You and FNB will share in that profit according to the profit-sharing methodology explained in these terms and conditions.
- If you have an Islamic Call Account, you must set up an electronic scheduled payment for the minimum amount FNB requires from time to time. This will ensure that money is transferred from your FNB Islamic Current Account ("Current Account") into your Islamic Call account ("Call Account") at regular intervals.
 - The balance in your Islamic Call Account may not fall below the minimum account balance FNB requires from time to time

Profit share:

- If FNB makes a profit through its investment of the Mudarabah funds, FNB will share this profit with you according to the profit share split, 90 (Ninety) percent to FNB and 10 (Ten) percent to you.
- Your profit share is calculated and paid out monthly.
You are entitled to a share of profit if your account is active and in good standing when FNB makes the distribution. 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

- FNB may, at its discretion, on the basis of Hibah (gift) allocate an amount of its own profit to you, which amount will be paid in to your account together with your share of the profit.
- If FNB has involuntarily received any income on your account in conflict with Shari'ah, as confirmed by the Shari'ah Advisory Committee, you authorise FNB to dispose of any non-permissible income accrued to your account. You agree that FNB can donate that income to any charitable organisation(s) of its choice without notifying you.
- FNB can at its discretion, subject to the approval of the Shari'ah Advisory Committee, re-structure the profit-sharing methodology. FNB will give you prior notice of this. FNB will use a fair profit-sharing methodology and will apply this method consistently amongst all customers who hold active Shari'ah compliant accounts with FNB.

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 investment term.
- If no Shari'ah compliant assets are available to invest in, no profit share will be generated for that period.
- FNB does not guarantee that you will receive any profit share.
- You may carry any losses if the Mudarabah fund suffers a loss.
- If a loss is declared, you agree to carry this loss on the basis of your pro-rata share of the losses based on the average balance on your account for the period of calculation.
- Losses will, however, always be limited to the amount of funds in your Savings Account. FNB is also entitled to retain any losses and deduct these losses from future profit distributions to you.
- FNB does not guarantee that you will recover the capital that you invested in the Islamic Savings Account.
- In the event that your account is closed prior to any residual profit due to you being allocated to your account, and where such profit is less than P100, you agree to commit such amounts to charitable cause/s approved by the Shari'ah Advisory committee.



What do you need to qualify for an Islamic Business Call Account?	You qualify for an Islamic Business Call Account only if you have an FNB Islamic Business Primary Transactional Account. The Islamic Business Call Account is not a standalone account and is linked to your FNB Islamic Primary Transactional Account. If your Primary Business Transactional Account is closed, your Islamic Business Call Account will also be closed or changed to a product with similar functionality and an indicative profit rate applicable to that product. If there is any money in your Islamic Business Call Account, this will either be transferred to your linked Islamic Business Primary Transactional Account before FNB closes the Primary Business Transactional Account or transferred to the similar product referred to above.
Your account may not fall below this balance; if it does you will not be eligible to earn any profit.	P1 (One Pula).
Minimum balance for your account to remain active	P1 (One Pula)
What profit will you earn, how and when is it calculated and paid?	You will be eligible to earn profit in accordance with the profit-sharing methodology agreed between you and the bank. FNB will calculate the profit you are eligible for on the daily balance in your Islamic Business Call Account and will pay any profit earned into this account every month.
Can you deposit money into the account at any time?	The types of transactions allowed on an Islamic Business Call Account are limited. You will only be allowed to do transfers (ad-hoc or scheduled) from your Primary Transactional Account into your Islamic Business Call Account. Please note that transferring funds between your Primary Transactional Account and Islamic Business Call Account may take up to 2 (Two) business days to reflect. You cannot deposit cash directly into your Islamic Business Call Account.
When can you withdraw money from the account?	You can withdraw from your Islamic Business Call Account at any time by transferring funds to your Islamic Primary Transactional Account. You cannot use your Islamic Business Call Account to make payments or withdraw cash. The Islamic Business Call Account may not be overdrawn. This means you may not transfer more money than the available balance in your Islamic Business Call Account.
What fees must you pay us?	There are no fees applicable on this account.

- If your Islamic Current Account is to be closed, any money in your Islamic Savings Account must be transferred to your Business Current Account and drawn out of your Business Current Account before it is finally closed.

10. FEES AND CHARGES

We will charge you for our services. Fees will be deducted from your account(s) according to the Bank's pricing guide. 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 levies, fees and taxes that apply (if any).

11. 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"), cell phone 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.



12. 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 FNB's banking channels. FNB 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 FNB and FNB will have the right to take legal action against you, without further notice, to recover what you owe FNB.

13. TERMINATION

FNB 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 FNB in writing. All transactions/instructions submitted before termination will be carried out by FNB. FNB 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 FNB 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 dormancy periods applicable to your account. FNB may close dormant accounts. If this happens you may claim any funds in that account within sixty years from the date of the last transaction on the account. If the account balance is in debit and FNB has not recovered the amount owing after a period of time considered by FNB 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 FNB if the account is closed.

14. CUSTOMER DUE DILIGENCE (CDD)

Under the Financial Intelligence Act, as amended from time to time ("FIA"), we may not establish or maintain a relationship and/or enter into a single transaction with a customer 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 FIA if any of the required documentation is not on record or invalid or is not the most recent documentation. In terms of industry practice, all FIA 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 Customer due diligence KYC documentation. If we cannot obtain the documents, your account(s) will be frozen and your relationship with the Bank may be terminated.

15. 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: (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, or (4) if you are placed in or under liquidation, sequestration, or other legal disability and/or (5) if you act contrary to local or international sanctions and our policies in relation thereto.

16. 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.

17. 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 FNB, any outstanding balance that that commercial or business customer owes FNB will immediately become due and payable to FNB, 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.



18. PREVENTION OF CRIMINAL ACTIVITIES

- We endeavor 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 Botswana 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.

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.

19. 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, with due consideration of Shari'ah. In the case of conflict, if it is a banking issue, then Botswana Law will prevail, but if it relates to any other issue, Shari'ah will prevail.

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

This agreement must be read in conjunction with all other FNB Product General Terms & Conditions, as well as other relevant product rules. Those terms, conditions and rules will also apply to you, except the clauses that make any reference to 'interest' or 'overdraft'.

20. YOUR AND OUR ADDRESS FOR SENDING CORRESPONDENCE AND 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. Legal) will be delivered to your registered address or last address known to us by mail or any electronic registered e-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; 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, 4th Floor, First Place, Central Business District, Gaborone

21. JURISDICTION AND COSTS

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.

22. CUSTOMERS 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.

HOW TO CONTACT US

You may contact us at +267 395 9881 should you have any queries relating to your transactional account. Standard network rates will apply.

23. INCONTACT TERMS AND CONDITIONS

- 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 inContact By using inContact and/or inContact, 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.

24. NOTIFICATION SERVICES

Notification Terms & Conditions apply. Visit any FNB branch or FNB Botswana website 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.

25. YOU ALONE CARRY THE RISK OF SENDING INSTRUCTIONS TO FNB USING EMAIL, TELEPHONE :

You may request that FNB accept instructions from you by email and/or telephone and/or fax. You hereby confirm and understand that FNB will do so on the following basis. FNB will not verify (check) that instructions were actually sent by you or your representatives using any of these indirect communication methods. FNB 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, 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 FNB. You agree to accept these risks. FNB 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 FNB for any loss or damage you suffer because of this. You indemnify and hold FNB harmless, against any claim against FNB for any loss or damage that it or any other person suffers because you chose to use these indirect communication methods. You understand that FNB 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 FNB or any party for any loss or damage FNB may suffer because of your decision to use these indirect communication methods. Your representatives are solely responsible for making sure that FNB received an instruction. FNB 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. FNB is also not liable for any errors, omissions, or delays in transmission of any communication.

FNB Business Debit

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 customer is not entitled at any time to any knowledge of or access to the cardholder's PIN;
- keep the PIN separate from the card;
- 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: +267 395 9881. Standard network rates will apply.

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

This section only applies to FNB Business Debit Cards either physical or virtual card. FNB Business Debit Cards are issued as either with limited or full functionality depending on assigned roles and duties assigned to the cardholder(s). The customer is responsible for choosing the most appropriate 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 on Online Banking by the business administrator or mandated cardholder(s). FNB may in its sole discretion limit the number of cards issued to a customer.

Limited Functionality

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 or App using the card;
- register for Online Secure on App;
- 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;
- purchase petrol.

Full Functionality:

The customer may link a card with full functionality 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, 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 Channels (card limits do not apply to payments and transfers).

A card with full functionality 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.



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

4. 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.

5. 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.
- You must take all reasonable steps to prevent any unauthorized use of your card and/or PIN details and/or device (device includes but is not limited to, a piece of mechanical or electronic equipment, associated firmware, applications, software, websites, APIs, wearables, products, and services. and/or device credentials (device credentials includes but is not limited to passwords, passcodes, login details used as a method of accessing or authorizing a transaction through a device.)
- Any unauthorized transactions made and/or authorized using the PIN functionality and/or device credentials will not be covered by us and will be for your sole responsibility.
- In the event of your card being stolen, lost or retained by the ATM and where your card details and/or your PIN details and/or your device credentials have been compromised you must immediately notify us by calling us or chat to us on SecureChat or contact your banker or visit your nearest branch. You can also report fraud on the FNB Banking App.
- Provided you were not negligent in safeguarding the card or in reporting the card lost or stolen, you will not be liable for unauthorized and fraudulent transactions that occur on the card after the card was cancelled as a result of the loss or theft, except for PIN-based transactions or transactions approved by way of the FNB Banking App and/or your device(s), where applicable

6. 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.



7. “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.

8. 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 warrant to FNB 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 FNB that 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 FNB 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 FNB in writing of any changes to their ownership structure.
- FNB has the right to refuse to open an account, provide a service or accept a deposit. Before approving an account or service, FNB may investigate you and may require supporting documentation. You may not use any account (or allow the account to be credited) until FNB is satisfied with the documentation or information required by FNB to satisfy its policies and the laws about money laundering, local and international sanctions and related provisions and FNB'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 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.

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, Cap42:01, 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 "registered" with Companies and Intellectual Property Authority.

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 Botswana 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, 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 Botswana.

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 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

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 FNB Botswana website).
- 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

- 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 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, 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 FNB and or 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 FNB'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 domicilium: FNB Legal, 4th Floor, First Place, Central Business District, Gaborone.
- 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:
 - o If delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.
 - o If posted by registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
 - o If posted by ordinary mail – at 10h00 on the fourth day after the document is posted.
 - o If sent by e-mail – on the date on which the document was e –mailed.
 - o If sent by SMS or MMS – on the date on which the document was sent.
 - o If sent by printable webpage - on the date the page is displayed.
 - o 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 (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. 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:
 - o 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.
 - o We can refuse to do business with any person or entity that we consider to be undesirable and outside of our risk appetite.
 - o 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.
 - o 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.
 - o You may also terminate your relationship with us, or your applicable solution (subject to the rules applicable to the solution).
 - o We can monitor any transactions and instructions.
 - o 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.
 - o We can refuse to carry out any instruction or transaction. oWe 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 FNB may share and obtain your personal information with and from fraud bureaux, 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 sequestrated.
- You must tell us immediately if you are placed under business rescue, administration or are liquidated.
- 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 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 obligation 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.
- 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 authorized 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 Botswana law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.