

RMB PRIVATE BANK GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS

CONTENTS

1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT	3
3. WHEN AND HOW WE WILL SEND YOU STATEMENTS	4
4. YOU MUST CHECK YOUR STATEMENT CAREFULLY AND REPORT ANY MISTAKES	4
5. HOW WE TREAT YOUR PERSONAL INFORMATION	4
2. FEES THAT YOU MUST PAY US	3
6. ADDRESSES FOR SENDING CORRESPONDENCE AND LEGAL NOTICES	5
7. JURISDICTION AND COSTS	6
8. IF YOU APPOINT OTHER PERSONS TO USE YOUR SOLUTIONS YOU ARE RESPONSIBLE FOR THEIR ACTIONS	7
9. FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 "FAIS" – REGULATORY DISCLOSURES – THE FOLLOWING IS APPLICABLE TO SOUTH AFRICA ONLY.	7
10. PREVENTION OF CRIMINAL ACTIVITIES AND TERMINATION OF CUSTOMER RELATIONSHIP	8
11. PREVENTION OF TAX CRIMES	10
12. CURRENCY AND PAYMENT RISK	11
13. DEPOSIT INSURANCE	12
14. GENERAL	12

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 RMB Private Bank a division of FirstRand Bank Limited (RMB Private Bank), unless indicated otherwise or where it is clear from 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 words “interface” or “channel” means any way you can use to interact with us, for example through an app or a website, or through assistance from a representative, for example face-to-face with our employees, and any future methods made available through our platform.
- The “platform” is your key to trusted, innovative technology and solutions. You can use our platform to do many exciting things like browse, view, or take up offerings available in the country from where you are accessing the platform; connect and interact with us; shop at our virtual shopping mall; and connect with other consumers, suppliers, producers, retailers, wholesalers and other third-party providers of goods and services.
- These terms and conditions will apply to you if you have any solutions with RMB Private Bank, but if there is any conflict between these terms and conditions and the rules of a solution you have with us, then these terms and conditions will not apply to that solution to the extent of the conflict.
- You can do your banking or get information about your solutions by using our platform via different assisted and unassisted interfaces and channels. 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 solutions, the platform, interfaces and channels are governed by their own rules which will apply to you if you use the solution, platform, interfaces and channels. 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 do not understand any part of these terms and conditions or the rules.
- If there is a conflict 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(s).
- The latest version of these terms and conditions can be found on our App and website.

2. FEES THAT YOU MUST PAY US

- In return for providing you with solutions you must pay our fees, where applicable, as set out in the rules and in RMB Private Bank’s latest Pricing Guide. (A copy is available on www.rmbprivatebank.com for South Africa and for any other country, it will be available on our local website in that country) or from any of our bank branches.)
- All fees are non-refundable, unless stated otherwise.
- 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 provide you with the ability to view or download certain statements, if required by law, by making it available on our platform and it may be obtained by using one or more of the following interfaces or channels: Online, RMB Private Bank App, Automated Deposit Terminal (ADT), Automatic Teller Machine (ATM), Cell phone banking or at any of our bank branches. You may be charged for statements.
- 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 for that statement period. You may view pending transactions on the RMB Private Bank App or online.

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. Our contact details are available on our platform interfaces and channels. If you do not do this, we will treat the entries and transactions shown on the statement as correct or done by you or with your permission.
- IMPORTANT: We will not be responsible for any loss or damage you suffer because you did not report errors or unauthorised transactions in time. If you receive inContact notifications, you must report any unauthorised transactions to us immediately, without any delay, to prevent further unauthorized transactions. If you do not do this, we can hold you responsible and the bank cannot be held liable for those transactions.

5. HOW WE TREAT YOUR PERSONAL INFORMATION

- Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand group of companies.
- To better understand the entities that form part of the FirstRand group of companies and how your personal information is treated, please refer to FirstRand's Group Customer Privacy Notice which forms part of this privacy term. The privacy notice can be found on our App and 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 of companies, and all affiliates, associates, cessionaries, assignees, 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 these terms and conditions or by using any solution offered by us, you acknowledge that to:
 - conclude and fulfil contractual terms or obligations to you;
 - comply with obligations imposed by law; or
 - 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 privacy term, we will explicitly seek your consent separately.

- Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand group of companies.
- To better understand the entities that form part of the FirstRand group of companies and how your personal information is treated, please refer to FirstRand's Group Customer Privacy Notice which forms part of this privacy term. The privacy notice can be found on our App and 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 of companies, and all affiliates, associates, cessionaries, assignees, 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 these terms and conditions or by using any solution offered by us, you acknowledge that to:
- conclude and fulfil contractual terms or obligations to you;
- comply with obligations imposed by law; or
- 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 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, 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 of companies to obtain personal information of parties who are related to your business or activity, such as members, directors, shareholders or trustees (as applicable) and as set out in more detail in our privacy notice.
- For the purposes of these terms and conditions, the responsible party is the party with whom you are contracting a solution (using a solution), 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 and channels 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.

- The following domicile address is only applicable in respect of dealings with RMB Private Bank South Africa. In respect of RMB Private Bank subsidiaries outside of South Africa, the domicile address will be contained in a separate agreement with you. You must send us any legal notices or summonses to the following address, which we choose as our domicilium: RMB Private Bank, 1st Floor, 5 Merchant Place, 9 Fredman Drive, Sandton, Johannesburg, 2196.
- 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 and channels 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.
- Where we may need to update your records, you agree that we may get your contact details from other companies in the FirstRand group of companies.
- Any correspondence we send to you will be considered to be delivered to you:
 - If delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.
 - If posted by registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
 - If posted by ordinary mail – at 10h00 on the fourth day after the document is posted.
 - If sent by e-mail – on the date on which the document was e-mailed.
 - If sent by SMS or MMS – on the date on which the document was sent.
 - If sent by printable webpage – on the date the page is displayed.
 - If sent by instant message push or messaging via platform – on the date of transmission.
- A notice actually received by you is considered delivered even if the delivery method or address is not aligned to this clause.
- 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 or lower court that has jurisdiction. When applicable, we may also take legal action in the High Court, Supreme Court or special court or any other court with jurisdiction.
- 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 or failed to dispute it, 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. You agree that we may levy these fees, costs and charges to your solution and that it will form part of the outstanding balance.

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. Notwithstanding the aforementioned, you will always remain responsible for transactions, fees, charges, interest, costs and debts associated with your solutions with us.
- You will be responsible for all debts account users incur including our fees and charges, any overdrawn amounts plus interest on those amounts (where applicable). You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your solution. You must consider if restrictions or limits must apply.
- You must provide correct and up to date information about the account users. You alone are responsible for deciding and checking what rights must be given to account users.
- You can cancel an account user's rights at any time by completing the required forms. You will be liable for all transactions they made before you did this, including any future dated payments.
- The rights you gave to any account user come to an end when you advise us to terminate their authority via our platform interfaces and channels or where the law requires it, such as on your death or if you become legally incompetent.

9. FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 "FAIS" – REGULATORY DISCLOSURES – THE FOLLOWING IS APPLICABLE TO SOUTH AFRICA ONLY.

Full name, registration number and FSP Number	<ol style="list-style-type: none"> 1. First National Bank a division of FirstRand Bank Limited Registration No. 1929/OO1225/O6. FSP No. 3071. 2. FNB Financial Advisory, a business unit of First National Bank, a division of FirstRand Bank Limited. Registration No. 1929/OO1225/O6. FSP No. 3075. 3. FNB Premium, a segment of First National Bank, a division of FirstRand Bank Limited. Registration No. 1929/OO1225/O6. FSP No. 624. 4. FNB Commercial, a business unit of First National Bank, a division of FirstRand Bank Limited. Registration No. 1929/OO1225/O6. FSP No. 20081. 5. WesBank, a division of FirstRand Bank Limited. Registration No.1929/OO1225/O6. FSP No. 19233.
Physical and Postal Address	RMB Private Bank; 4 Merchant Place, Fredman Drive, Sandton, 2196.
Contact details for general enquiries	RMB Private Bank; Tel – 087 575 9411 (domestic) <i>standard network rates apply</i> 011 369 1134 / 011 303 5050 (international) <i>standard network rates apply</i> www.rmbprivatebank.com
Compliance Department	FAIScompliance@fnb.co.za
Complaints	Tel – 087 575 9408 Email – care@fnb.co.za

- Certain impacted entities within FirstRand Limited are approved as FAIS Category I, II and III licensees. These impacted entities within FirstRand Limited are accordingly authorised by the Financial Sector Conduct Authority to provide FAIS financial services for the financial products approved in these license categories. A list of the approved financial products sub-categories may be obtained on www.fsca.co.za.
- We declare that the impacted entities in the FirstRand group of companies:
 - holds the prescribed professional indemnity insurance.
 - earns commission or remuneration, according to the Long-Term and Short-Term Insurance Acts.
 - performs binder and outsourcing functions for FirstRand Life Assurance Limited and other insurers and receive binder and outsourcing fees for doing this.
 - takes responsibility for the actions of its authorised representatives as far as they are providing financial services (some of whom may be providing FAIS financial services under supervision).
- Entities in the FirstRand group of companies may be Financial Services Providers (FSPs) in terms of section 3A(2)(a) of the FAIS General Code of Conduct and are required to have a conflict-of-interest policy and complaints management policy. A copy of the FirstRand Conflict of Interest Management Policy Statement and FirstRand Complaints Management Framework, that also covers these FSPs, can be found on the FirstRand Limited website at <https://www.firstrand.co.za/investors/esg-resource-hub/policies-and-practices/>.
- Certain financial institutions within the FirstRand group of companies are licensed Financial Services Providers (FSPs). These FSPs provide solutions which are financial products and services regulated under the FAIS Act but also provide non-financial products and services which are not afforded the protection of the FAIS Act. These non-financial products and services may be regulated by other legislation. Please engage us should you be uncertain what law applies to your solution with us.

FAIS Ombud

- The contact details of the FAIS Ombud are published on our website at www.rmbprivatebank.com and the rules. You can also contact us on 0860 11 22 44 (*standard network rates apply*) to get this information.
- You can request assistance from the FAIS Ombud if you believe that your complaint has not been resolved satisfactorily by us within 6 weeks of lodging your complaint. You need to refer the dispute to the FAIS Ombud within 6 months of the issue remaining unresolved with the entity in the FirstRand group of companies.

10. PREVENTION OF CRIMINAL ACTIVITIES AND TERMINATION OF CUSTOMER RELATIONSHIP

- In this clause, references to “we”, “us” or “our” are references to the entities in the FirstRand Group of companies (which includes but is not limited to FirstRand Bank Limited (Registration Number 1929/OO1225/O6) (and acting through any of its divisions), and all affiliates, associates, cessionaries, delegates and successors in title.
- The entities within the FirstRand Group of companies (as defined in the FirstRand Group Customer Privacy Notice and which can be found on the FirstRand website or you can contact us to request a copy) try to stop or prevent criminal activities including tax crimes, money laundering, terrorist financing, weapons proliferation financing and international sanctions circumvention and are obligated in terms of its regulatory requirements to start measures to prevent these.
- You must use our solutions, interfaces and channels in compliance with all applicable laws and our requirements including but not limited to preventing bribery and corruption, human trafficking, money laundering, terrorist financing, weapons proliferation financing, tax crimes and avoidance, counterterrorism and local (from any country) and international sanctions.

- In keeping with our legal and regulatory obligations and in line with our contractual rights, the FirstRand group of companies may:
 - choose the customers we wish to do business with;
 - identify risks that customers may expose the group to; and
 - within our discretion, may decide whether the banking relationship should continue.
- These decisions will always be carefully considered, and we will not make decisions based on grounds which are not allowed such as race, nationality, gender, or religion.
- Various laws, including but not limited to the Financial Intelligence Centre Act, 2001 as amended (FICA) requires that we know and understand our customers.
- We also need to manage our risk exposure, including reputational risk, in a responsible manner. To manage risk as needed, we identify and monitor any risk that our business relationships may pose to us on an ongoing basis.
- As a result of this, the FirstRand group of companies can do any of the following things if we consider it necessary to do so, or domestic laws or international laws, rules, regulations, restrictions or policies require us to do so:
 - We may check and confirm the identity of any customer and entity as well as that of any related persons to or acting on behalf of or involved with such customers or entities and of any recipients of funds regardless of where they bank. This includes, but is not limited to, mandated persons, directors, trustees, signatories, ultimate beneficial owners, members, shareholders and related entities or persons. We will do this at the start of the business relationship and as often as we or the law considers necessary thereafter. We may also request, check and confirm information related to source of funds and any other information which we may reasonably need.
 - We are obligated to monitor any transactions and instructions on your solutions at the beginning and/or on a continuing basis.
 - We can request further information to verify the transaction, source of funds, instruction or beneficiary before acting on any instruction or transaction in accordance with various laws. This may result in a delay in us carrying out the instruction or transaction.
 - We may refuse to carry out any instruction or transaction.
 - We may refuse to do business with any person or entity where we consider their behaviour or associations to be outside of our risk appetite or where they are involved in ethically sensitive activities, as determined by us.
 - We will not willingly and knowingly do business with any person or entity:
 - that appears on any sanction list, as set out by legislation or used by us in the management of our risk, including any person or entity who facilitates or is involved in activities with sanctioned persons,
 - deals with high-risk countries,
 - who is in any way linked to any person or entity that appears on such sanction list,
 - is linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
 - In the case of fraud, suspected fraud, or where the law requires us, we can freeze your solution or terminate the banking relationship or service, or we can decline receipt of funds or refuse to carry out any instruction or transaction without notice to you. Fraud or suspected fraud includes (but is not limited to) instances where you receive funds through misrepresentation; you allow your solution to be used by a third party for fraudulent purposes such as a mule account or you provide false or not enough information to us. Please refer to the Security Centre tab on our Apps and websites for more information on the different types of fraud.

- We can terminate or temporarily restrict our relationship with you or your applicable solution (subject to the solution agreement) if we are made to do so by law or if we have reason to believe that a continued relationship will expose us to reputational, business or any other risk which may be outside of our risk appetite. Risk appetite means the level or type of risk we are prepared to accept, from time to time.
- Where we choose to terminate the relationship, and to the extent permitted by law, we will provide you with reasonable notice of termination.
- You may also terminate the relationship with us, or your applicable solution (subject to the solution agreement).
- We will, to the extent possible, provide reasonable assistance to you to close, terminate or transfer to another bank a solution upon us receiving a request from you for us to do so. We will not impose any unreasonable barriers to you in these circumstances.
- We can monitor any transactions and instructions on your solutions at inception and/or on a continuing basis.
- We can place a hold on any account, facility or solution.
- You agree to assist us to comply with the law and our internal risk requirements by providing us with all the information and documents we need. If you fail to do so or provide false or inadequate information or if the information you provide is outdated, we can refuse to enter into a relationship with you, refuse to carry out an instruction (including an instruction to transfer available funds and close a solution), suspend access to your participation in and the use of any rewards and/or customer benefits associated with any solution, restrict access to your solution, our channels and interfaces by placing a hold on your solution and can also terminate our relationship with you.
- **TAKE NOTE: While we do our best to provide service to you, there might be certain situations beyond our control in providing these services. If we need to take actions to comply with the law, or if a foreign bank is unable to carry out an instruction due to their policies or governmental regulations, we unfortunately cannot take responsibility for any resulting loss or inconvenience to you.**
- **IMPORTANT: Our Guide and all necessary documents containing the circumstances that may lead to our refusal to provide a solution or render a financial service, or the withdrawal, termination or closure of a solution or withdrawal or termination of a financial service, is available on our Apps and websites. Alternatively, you can contact us to request a copy. Please refer to the Legal tab on our Apps and websites to access these documents.**

11. PREVENTION OF TAX CRIMES

- The FirstRand Group of companies endeavors to stop or prevent any criminal activities in relation to tax crimes such as tax evasion, tax fraud, illegitimate tax avoidance and the circumvention of tax reporting. We are also required to manage our tax risk exposure, including reputational risk, in a responsible manner. To manage tax risk appropriately, we identify and monitor any tax risk that our business relationships may pose to us on an ongoing basis.
- In accordance with the law and any International Agreement administered under the law, any of the companies within the FirstRand group of companies may be required by legislation or by agreement with tax authorities to obtain tax information and report certain information about you, related persons or parties or your relationship with us, including information about your transactions and solutions:
- to the South African Revenue Services (SARS) (for South Africa) or other tax authority who will then report directly to the tax authorities in other countries (where we reasonably think or are required to presume or where you have specifically indicated that you are subject to tax or might have a reporting obligation);
- to any other relevant tax authority.

- If we are required to report information about you, related persons or parties or your relationship with us (or both), we may also need you to give us further information, documents or certifications about your identity, tax residence, citizenship, nationality and residency status. The obtaining of such information may be limited to certain transactions or solutions in accordance with the relevant tax laws.
- If we are required to report information about your transactions, solutions or that of related persons or parties, you agree to provide additional information and documents that we need. Failure to provide this information may result in restrictions on the account activation/opening or may be required to limit/freeze any transactions on account(s) and in addition, the information may be reported to SARS (for South Africa) or other tax or revenue authorities who may in turn levy penalties. Furthermore, where tax information is not provided in respect of certain transactions, withholding taxes at the maximum withholding rate may be applied.
- In the case of tax evasion, tax fraud, suspected tax evasion/fraud, illegitimate tax avoidance and the circumvention of tax reporting, 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. Tax evasion/fraud or suspected tax evasion/fraud includes (but is not limited to) instances where you receive tax refunds through misrepresentation; you allow your solution to be used by a third party for fraudulent tax purposes such as a mule account or you provide false information to us. You agree to assist us to comply with tax laws by providing us with all the information and documents we require. If you fail to do so or provide false or inadequate information, we can refuse to enter into a relationship with you, refuse to carry out an instruction (including an instruction to transfer available funds and close a solution), suspend access to your participation in and the use of any rewards and/or customer benefits associated with any solution, restrict access to your solution by placing a hold on your solution and can also terminate our relationship with you.
- **PLEASE NOTE that we will not be liable to you for any loss you may suffer because of our compliance with legislation or agreements with tax authorities.**

12. CURRENCY AND PAYMENT RISK

- All exchange rate, currency fluctuation, volatility risk and losses arising from any cause will be for your account.
- Any foreign or cross border transaction or purchase, or transaction involving or referencing foreign currency (regardless of the interface or channel or method of payment) could result in VERY SIGNIFICANT UNFORESEEN additional costs, charges or losses and risks (over which RMB Private Bank has no control), which you or RMB Private Bank might not be aware of, or which might not be disclosed by a third party or anyone to you before you approve or make payment. Before making payment, you should determine whether the proposed transaction involves or references any foreign currency, has a cross border component, whether the third party that will get paid is a foreign national and what additional costs and charges will be incurred and what the risks are. You hereby agree that you understand these risks and you agree to pay to RMB Private Bank on demand all such additional costs, charges and make good any losses, regardless of whether you had knowledge of such additional costs, charges or losses.
- You understand and confirm that transactions may be delayed, blocked and/or cancelled for reasons that are outside of RMB Private Bank's control and you indemnify RMB Private Bank against and holds it harmless from all demands, claims, actions, losses, costs and damages of whatever nature that may be brought against RMB Private Bank as a result thereof. This includes reasons such as the local or international laws or policies that apply to the transactions.
- RMB Private Bank shall make every effort to process orders placed via the various interfaces or channels available without any delay. However, you understand that delays can sometimes occur due to applicable local or international laws or policies that apply to transactions; technical problems and/or matters out of RMB Private Bank's control and hereby holds it harmless from all demands, claims, actions, losses, costs and damages of whatever nature that may be brought against RMB Private Bank as a result thereof. If a payment interface or channel is no longer available or cannot be used for any reason and a different interface or channel needs to be used, RMB Private Bank shall not be liable for any losses, failures or delays caused thereby.
- RMB Private Bank uses reasonable care and skill in providing the solutions to facilitate the dealing in foreign currency; however, RMB Private Bank does not warrant that access to these solutions shall be continuous and/or error free.

13. DEPOSIT INSURANCE

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

14. GENERAL

- At certain times, RMB Private Bank 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 our obligations to you or our customers or any person, 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. Without limiting the clauses before, we 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.

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

- You must tell us immediately if you are placed under an administration order or debt review or are sequestered.
- You must tell us immediately if you are placed under business rescue, judicial management, curatorship, receivership, resolution, administration or are liquidated.
- If your estate is provisionally or finally sequestered or if you pass away, or become legally incompetent, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If you are liquidated, the full amount you owe us will be payable and access to the money in your solutions will be restricted.
- If we need to take legal action against you, one of our managers (who do not need to prove their appointment) will produce a certificate, which shows the amount you owe us. If you do not agree with this certificate, you will have to prove that it is wrong.
- If there is a dispute about any matter or record, our records (certified as correct by any 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. We may cede, delegate or assign fully or partially our rights and obligations under these terms and conditions to another entity. This assignment may take place without your consent, and you agree to it.
- 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.
- If you live outside the common monetary area (South Africa, Namibia, eSwatini, and Lesotho) additional rules may apply to you. These rules will be communicated to you when you take up a solution. It is recorded that payments among the countries in the common monetary area may at some stage be treated as international payments as opposed to EFT payments. Please consider this when making cross border payments.
- 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 RMB Private Bank includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may end these terms and conditions at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you and the way you access solutions we provide. We can also add new rules, solutions or stop existing solutions at any time.
- No changes to these terms and conditions or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed (including electronically) or issued or formally published by our authorised representatives.
- If the law allows, we have the right, without notice to you, to combine any or all solutions that you may have with us and to set off any amount that you owe us against any amount you have in any of your solutions. However, we reserve the right to combine only some of your solutions and then we will be entitled to claim from you any amount for a solution that has not been combined.
- Unless we say otherwise South African law will govern our relationship, the terms and conditions and rules, without giving effect to any conflict of law provisions.
- You have the right to complain to us directly or refer a dispute to an Ombud or Regulatory body with jurisdiction. The names and contact details of Ombuds and Regulatory bodies with jurisdiction can be found on our Apps and websites.

SOUTH AFRICA

SANDTON
 1 Merchant Place, 1 Fredman Drive
 cnr Rivonia Road, Sandton
 +27 11 282 8000
www.rmb.co.za

A LEADING CORPORATE AND INVESTMENT BANK

DISCLAIMER

This document contains information which is confidential and may be subject to legal privilege. It is for intended recipients only. Irrespective of whether you are the intended recipient, you must not copy, distribute, publish, rely on or otherwise use it without our consent. Some of our communications may contain confidential information which it could be a criminal offence for you to disclose or use without authority. If you have received this document in error, please notify us at the address below and destroy the communication immediately. This communication is not intended to nor should it be taken to create any legal relations or contractual relationships.