



**CIRCUMSTANCES WHICH MAY RESULT IN TERMINATION OF THE RELATIONSHIP**

**IMPORTANT:** The entities in the FirstRand Group (which includes but is not limited to FirstRand Bank Limited (Registration Number 1929/001225/06) (and acting through any of its divisions) (“the Group”) may unilaterally refuse to establish, withdraw or terminate the banking relationship for various reasons. The circumstances mentioned below are provided only by way of examples and should not be taken to be the only circumstances in which the bank may exercise its right to unilaterally refuse, withdraw or terminate the banking relationship.

1. Where you, or any person you are related to, are suspected or are found to be involved in the commission of a crime, including but not limited to fraud; theft; money laundering; terrorist activities; tax crimes; human trafficking; weapons proliferation financing; corruption or bribery.
2. Where you have defrauded the Group through the submission of fraudulent documentation or the making of misrepresentations.
3. Where your solution or our channel and interfaces is used or is suspected of being used for unlawful purposes.
4. Where you fail to provide the Group with all the information and documents we require to comply with the law or the Group’s internal risk measures or you provide false or inadequate information, the Group 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 or our channel and interfaces by placing a hold on your solution and can also terminate the relationship with you.
5. Where, in our sole opinion, the origination or continuation of the relationship with you may lead to reputational risk, operational risk or damage for the Group.
  - 5.1 Reputational risk may arise when individuals or the public generally form or may form a negative perception of the Group because of something the Group is involved in or someone the Group is associated with. It is the perception that causes the damage, even if the allegations giving rise to the perception have not been proven before a court.
  - 5.2 Reputational risk is not limited to illegal activities but arises also from activities which the public may deem morally or ethically questionable or suspicious.
  - 5.3 Reputational risk may arise where you are the subject of or associated with reported adverse media irrespective of the severity. Adverse media reports include but are not limited to negative publicity, scandalous activities, criminal behaviour, unethical practices or any other actions that may harm the Group’s reputation or impact our operations or have the potential to impact either of these things.
6. Where you have acted in an abusive, harmful or threatening manner to the Group’s employees and its property or infrastructure, which includes but is not limited to the following conduct.
  - 6.1 Physical force – any use of physical force (including damage of property or infrastructure) or unwanted physical contact.
  - 6.2 Threats – any threat of harm, prejudice, or physical violence, as well as any intimidation using the threat of harm, prejudice or physical violence.
  - 6.3 Offensive Language – vulgarity, profanities, or the use of language, which is intended to demean, discriminate or offend.
  - 6.4 Derogatory remarks – any use of inappropriate cultural, racial, gender, disability, age, sexual orientation, pregnancy and maternity or religious reference whether intended or not, which has or may have the effect of demeaning, discriminating or offending.
  - 6.5 Rude and Inflammatory behaviour – any combination of language, violence and/or aggressive behaviour, which is intended to offend, provoke, or frustrate.
7. Where the Group determines that transactions on your solution are misaligned to the purpose for which the solution was offered or the purpose for which the Group was informed the solution would be used. Misaligned transactions refer to any activities or transactions conducted through your solutions or our channels and interfaces which are incompatible with the stated purpose of the solution, as communicated by you or understood by the Group at the solution opening process.
8. Where the Group is reasonably of the opinion that keeping your solution open, or granting you access to our channels and interfaces may expose us to action or censure from any government, regulator or law enforcement body.
9. Where the continuation of a relationship may lead to a breach of contractual obligations that the Group may have with other parties.

10. Where the relationship may lead to a conflict of interest.
11. Where your actions and/or omissions are against the values of the Group. For information on the Group's values, you can refer to the FirstRand Philosophy accessible on FirstRand's website.
12. Where your solution or solutions are used in an industry which the Group has no appetite to be associated with.
13. Where the termination of the relationship is mutually agreed to by you and the Group.
14. Where the termination of the solution, or restriction of access to the channel or interface is because of and to comply with a court judgment or other legal directive.