

how can we help you?

1. You hereby authorise FNB SPM to manage your investments subject to this mandate, the terms and conditions contained herein and the applicable legislation.
2. You hereby confirm that all information provided has been done so voluntarily and on your own accord.
3. You confirm that should the information provided be incorrect or untrue, you may be held personally for any penalties or criminal charges that may be imposed by the regulator due to information you provided.
4. You understand that FNB SPM operates a website www.shares.fnb.co.za (the "website") and if you make use of that website or the services available to you on it, you will be legally bound to the additional terms and conditions applicable thereto. You understand that these terms and conditions apply to you in addition to the terms and conditions in this mandate. You understand that the terms and conditions will also apply to any person who uses the website on your behalf.
5. You have been informed and agree to the fees and terms and conditions that apply as set out in the Fee Schedule and terms and conditions attached hereto and available on the website. You understand that FNB SPM can change the fees and terms and conditions from time to time. FNB SPM will notify you in advance of any changes to the fees and/or terms and conditions. Any such change will be available on the website 1 (one) month prior to the changes becoming effective (the "effective date"). You hereby acknowledge that any such changes will be binding and effective on you from the effective date.
6. You confirm that the personal information you have given to FNB SPM in this mandate is correct. You will immediately notify FNB SPM in writing if your personal information changes.
7. You hold no other citizenships and residencies for tax purposes other than those disclosed in this mandate and will inform FNB SPM in writing of any change of this status within 30 (thirty) days of the change of status.
8. There are risks associated with this investment. You understand and accept that this includes the risk of financial loss to you. Risks include, but are not limited to, those risks set out in Annexure B of the terms and conditions as well as and the default or insolvency on the part of any custodians, banks or other financial institutions FNB SPM uses. You will not hold FNB SPM legally responsible for any loss you suffer or costs you incur because you took part in any investment.
9. You are aware that FNB SPM cannot guarantee a return on your investment.
10. You warrant that no other person has any rights in any investments you deliver to FNB SPM under this mandate. This includes any encumbrance. You will ensure that, subject to obtaining the prior written consent of FNB SPM, your investments shall remain free of any encumbrance while FNB SPM holds them for you in safe custody.
11. You warrant that the funds you have invested with FNB SPM were obtained legitimately. You warrant that you did not obtain the funds, directly or indirectly, because of any unlawful activity as defined in the Prevention of Organised Crime Act, No. 121 of 1998, as amended, and the Financial Intelligence Centre Act, No. 38 of 2001 as amended. This includes, but is not limited to any contravention of the South African Exchange Control Regulations.
12. You understand that there are risks associated with sending instructions to FNB SPM by post or email. You agree to carry the risk of sending instructions to FNB SPM by post or email. Such risks include that your email account may be compromised or your email may be intercepted.
13. You voluntarily consent that FNB SPM, may process (collect, use or otherwise deal with) your information (including processing outside of the borders of South Africa) for the purposes of providing services and products in terms of this mandate, according to the terms and conditions on the website and requirements of the law.
14. You confirm that you have received, read and understood this mandate and all annexures hereto. You further confirm that your signing this Mandate should also be taken to mean that you accept the Terms and Conditions contained in the Annexure to the Mandate: General Terms and Conditions.
15. You understand that this is a Contract for Difference and is not governed by the rules of the JSE, nor does it govern trading in equities.
16. You hereby confirm that, if applicable and relevant to your investment, you have been informed of and have read the Counterparty Mandate (as the term is defined on page 2 of the terms and conditions applicable hereto) which is available on the FNB SPM website.
17. You hereby confirm that you understand that, in accordance with the provisions of clause 4.3 of the terms and conditions applicable hereto, if there is any conflict between such terms and conditions (referred to therein as the "Mandate") and the terms and conditions contained in the Counterparty Mandate (should a Counterparty Mandate then be in effect), the provisions of the Counterparty Mandate shall prevail.
18. You understand that, if applicable and relevant to your investment, FNB SPM can change the Counterparty Mandate from time to time (either by substituting it entirely or by making amendments to the existing Counterparty Mandate). To the extent applicable, FNB SPM will notify you in advance of any changes to the Counterparty Mandate. Any such change will be available on the website 1 (one) month prior to the changes becoming effective (the "effective date"). You hereby acknowledge that any such changes will be binding and effective on you from the effective date.

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www.shares.fnb.co.za

BE AWARE OF FRAUDSTERS

FNB SPM will never ask you for your password or OTP in an email, SMS or via a phone call. Visit the FNB SPM website for terms and conditions that apply.

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