

### how can we help you?

1. You hereby authorise FNB SPM to manage your investments subject to this mandate, the applicable terms and conditions and the applicable legislation.
2. You hereby confirm that all information provided has been done so voluntarily and of your own accord.
3. You confirm that should the information provided be incorrect, untrue or incomplete, you may be held personally liable 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 (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 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 which 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. You have been informed of the risks associated with investments. You understand and accept that this includes the risk of financial loss to you. Risks include, but are not limited to, the following risks for local and foreign investments: currency risk, market risk, interest risk, exchange rate risk and the default or insolvency on the part of any local and/or foreign 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 local or foreign investment. A glossary of these risks can be found on [www.shares.fnb.co.za](http://www.shares.fnb.co.za).
9. You are aware that FNB SPM cannot guarantee a return on your investment.
10. If you have authorised FNB SPM to invest in foreign investments for you, you have been informed of the risks of foreign investments and that, where appropriate, you will be given copies of specific risk disclosure documents published from time to time for specific financial markets. You are responsible for acquainting yourself with such risks. You confirm that FNB SPM did not solicit your mandate to invest funds offshore – you gave FNB SPM this mandate voluntarily.
11. 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.
12. 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, due to 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.
13. You understand it is your duty to comply with the settlement obligations in terms of the JSE Rules and Directives. You are aware of your settlement obligations in terms of the JSE Rules and Directives and understand that you can request these from FNB SPM at any time.
14. You understand that there are risks associated with sending instructions to FNB SPM via email. You agree to carry the risk of sending instructions to FNB SPM via email.
15. 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.
16. 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.
17. You understand that under the JSE Rules (8.170) we may not receive cash deposits from our clients for more than R 5 000. If you deposit more than R 5 000 into our account, we will charge you a penalty fee as per the Fee Schedule. This will be in addition to charging you for the cash deposit fee our bank charges us. FNB SPM is subject to anti-money laundering legislation and we may therefore request that you give us information in writing which confirms the source of any funds deposited with us in cash.
18. **You will not hold FNB SPM responsible for any loss you suffer (whether direct and/or consequential) because of any actions it takes, with the exception of losses incurred as a result of FNB SPMs' gross negligence. For purposes of this clause FNB SPM includes its or its affiliates, officers, directors, and employees.**

## FNB SPM contact details

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**[www.shares.fnb.co.za](http://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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