

## SAVINGS & INVESTMENT ACCOUNT GENERAL TERMS & CONDITIONS

For purposes of these rules the words, "us", "our", "we" or "the bank" only refers to First National Bank and "you" or "your" refers to the account holder.

We can change the required balances, minimum deposits, fees, and/or penalty fees that apply to this account from time to time. We will notify you if we do this.

A withholding tax on interest received by individuals has been introduced. The mechanics of this withholding tax will be as follows:

It is applicable to interest paid by a Zambian bank and a unit trust.

- It only applies to interest paid by these institutions to persons (including a trust) and foreign companies.
- The rate of withholding tax is 15%.
- Medical Levy is 1%
- This tax is a final tax and the person or foreign company will not be able to add this amount to any other income or set it off against any other losses.

Unless the account rules say otherwise, we will determine the interest rate that will be used to calculate interest on your savings / investment account and this rate will change from time to time. Unless we say otherwise changes to the interest rate will take effect immediately. You will only earn interest if the funds in your account are more than minimum balance required to keep in your account. You can get information about the interest rates that apply to your account by contacting us, visiting your nearest branch or visiting our website. Interest rates are also shown on the statements we send you. The interest rate quoted will always reflect what you will earn on an annual basis. If the date on which we must pay you interest falls on a Sunday or public holiday, we will pay you the interest on the next business day.

Any receipt issued on the opening of the account is not transferable or negotiable. You may not pledge or cede (transfer) your rights arising from your savings or investment as security for loans without our consent. We will only consider cessions or pledges to registered Zambian Banks.

If any negotiable instrument (e.g. a cheque) is deposited in your account, the proceeds will be credited to your account immediately, but will only be available when the negotiable instrument has been honoured. If the negotiable instrument is dishonoured, your account will be debited accordingly and we will return the negotiable instrument to you at your risk. You agree that we can clear cheques by making use of any clearing system. While acting in good faith and exercising reasonable care, we will not accept responsibility for ensuring that you have lawful title to negotiable instruments collected.

We are entitled to close an account if the balance falls below the required minimum balance and/or if the account remains inactive or dormant for a period of more than two years. The credit balance on the account, which is not claimed by you by the time of closure of the account, will be transferred to a suspense account held with us for safekeeping of the funds. You retain the right to these unclaimed funds for a period of 60 (sixty) years from the day the account became dormant, provided that you complete the necessary forms provided to you by us, and you can prove the claim.

You alone need to be satisfied that the product you have chosen meets your savings and investment needs and objectives.

if you live outside the common monetary area additional rules apply to you. Please refer to our non-resident terms & conditions available on [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) or via our call centre. (Are these available on the website?)

You should send any correspondence to or lodge any complaint with your FNB branch. Visit [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) to review our complaints procedure.

The FNB General Terms & Conditions will also apply to you. A copy of these terms & conditions are available on [www.fnbzambia.co.zm](http://www.fnbzambia.co.zm) or from our call centre (Does the call centre have these and is it on the website?)

## FNB GENERAL TERMS AND CONDITIONS

### 1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

This agreement will apply to you if you are an individual and you have **any** account with First National Bank. agreement sets out the general terms & conditions that apply to your and our relationship.

You can do your banking or get information about your account using different banking channels. We may also provide you with payment mechanisms like a Cheque book, a debit, Cheque or petrol card so you can transact on your account. From time to time we may **also** make other services available to you. All of the above (banking channels, access mechanisms and services)

are governed by their own rules. These rules will also apply to you if you use these products/services. To fully understand your and our rights and duties, you must read this agreement

together with those rules. You must contact us if you don't understand any part of the rules

If there is a conflict (difference) between this agreement and the rules, the rules will apply.

We can change this agreement or any of the rules at any time. We will tell you about any significant (important) changes to this agreement or the rules before we make the change. Unless

you end the agreement before the date the change comes into effect (applies), we can assume that you agreed to the change.

The words "you" or "your" means the account holder and any person the account holder allows to operate on the account.

The words "us", "our", "we" or "the bank" only refers to First National Bank.

### 2. FEES YOU MUST PAY US

In return for providing you with banking products and services you must pay our fees as set out in the rules and in FNB's latest Pricing Guide. (A copy is available on [fnb@fnbzambia.co.zm](mailto:fnb@fnbzambia.co.zm) or from any FNB branch.)

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

To help you to check the transactions on your account we may make account statements available to you or you can go to any FNB branch and ask for a statement. You must check your

statements. Statements are not sent out on certain accounts.

We may either make your statements available electronically (e.g. on online banking) or we may send you your statements by email or by post.

We can charge you an additional fee for statements you request over and above those we normally give our customers.

Your statement will show all the transactions on your account for the period written on the statement. Transactions carried out, but not yet paid or deducted from your account 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 (thirty) 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. 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 within 24 hours to prevent further unauthorized transactions. If

you don't do this we can hold you responsible for those transactions.

### 5. HOW WE TREAT YOUR PERSONAL INFORMATION

We will treat your personal information as confidential and take all reasonable steps to protect your personal information. We will only disclose your personal information if:

- The law requires us to do so;
- It is in the public interest to do so;
- Our interests require disclosure; or
- You have given us your consent.

To consider your application for any FNB products or services or maintain a relationship with you, you agree that we may – as part of our checking and account maintenance processes – do

the following:

- Get certain of your personal information from any other party (e.g. a credit bureau or a government agency).
- Disclose some of your personal information to these parties in order to get the information we need. If we do this we will never disclose more information than we need to.
- How we use your information:
  - You can refer to our Privacy Policy for more information on our privacy practices.
  - FSR collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
  - Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties lawful interest is being protected or pursued.
  - FSR may process your information. information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, online identifier, biometric information and your name.
  - The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- FSR may process your information for the following reasons (amongst others):
  - To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - To detect, prevent and report theft, fraud, money laundering and other crimes.
  - To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
  - To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
  - To develop, test and improve products and services for you.
    - For historical, statistical and research purposes.
  - To process payment instruments (like a cheque) and payment instructions (like a debit order).
  - To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
  - To do affordability assessments, credit assessments and credit scoring.
  - To manage and maintain your accounts or relationship with FSR.
  - To disclose and obtain information from credit bureaux regarding your credit history.
  - To enable FNB Zambia and FSR to deliver goods or documents or notices to you.
  - For security, identity verification and to check the accuracy of your information.
  - To communicate with you and carry out your instructions and requests.
    - For customer satisfaction surveys, promotional and other competitions.
- FNB Zambia and FSR may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
  - Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.

- Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.
  - Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
  - Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
  - Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that FSR under the law have to share your information with.
  - Credit bureaux.
- FNB Zambia and FSR's service providers, agents and sub-contractors like couriers and other persons FSR uses to offer and provide products and services to you.
    - Persons to whom FSR cedes their rights or delegates their obligations to under agreements.
  - FNB Zambia and FSR can process your information outside of the borders of Zambia, according to the safeguards and requirements of the law.
  - FSR may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
  - You have the right to access the information FSR has about you by contacting us.
  - You have the right to request us to correct or delete the information FNB Zambia and FSR has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.
  - You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection.
  - You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.

## 6. COMPLIANCE WITH THE US FOREIGN ACCOUNT TAX COMPLIANCE ACT

- FNB Zambia ("we/the Company") and FirstRand Bank Limited ("FirstRand Bank") are members of the FirstRand Limited ("FirstRand") group of companies. FirstRand and FirstRand Bank are incorporated in the Republic of South Africa ("RSA"). RSA has entered into a Model I inter-governmental agreement with the United States of America (the "US") under the foreign account tax compliance provisions ("FATCA") of the US Internal Revenue Code. The US Treasury Department has issued regulations under FATCA, which are amended from time to time (the "FATCA Regulations"). The inter-governmental agreement between the RSA and the US, FATCA and the FACTA Regulations are hereinafter collectively referred to as the "FATCA Rules".
- Zambia has not entered into an inter-governmental agreement with the USA under FATCA. In terms of the FATCA Rules, FirstRand Bank is registered as a Deemed Compliant Reporting Model I Foreign Financial Institution ("FFI") and FirstRand and FirstRand Bank have certain obligations to ensure that (we/the Company) comply(ies) with the FACTA Rules.
- In terms of the FATCA Rules, (we/the Company) (have/has) entered into a participating FFI agreement with the US Internal Revenue Services ("IRS"), thereby qualifying as a Participating FFI. For purposes hereof and if the context requires it, the FATCA Rules will include the terms of the participating FFI agreement.

### OR

Because Zambia's laws to some extent limit (our/the Company's) ability to comply with the FATCA Rules we/the Company have been registered as a Limited FFI in terms of the FATCA Rules.

- Under the FATCA Rules, (we/the Company) may be required to report certain information, including to the IRS. The FACTA Rules may also require (us/the Company) to withhold certain payments, to put a hold on or close accounts, or to transfer accounts to another financial institution. Also, other financial institutions may withhold certain payments made to (us/the Company) or our clients. For purposes hereof, we/the Company require(s) your agreement to the extent it is required and permitted under the laws of Zambia.
- Consequently, (you/the client) agree(s) to provide (us/the Company) with any information required for purposes of complying with the FATCA Rules. (You/the client) agree(s) that the Company may disclose or report (your/his/her) information, or any information pertaining to (you/him/her) to the IRS or any other party, in any jurisdiction, or to otherwise keep, use or process such information, for purposes of complying with the FATCA Rules from time to time as (we/the Company) may reasonably determine in (our/its) sole discretion.
- You/the client agree(s) that the Company may (i) withhold any payment, or part thereof, from you/the Client, whether such payment has already been credited to (your/the Client's) account or not, or debit your/the Client's account with any amount, and if required pay such amounts over the IRS or its agents; and/or (ii) to put a hold on or close (your/the Client's) account or to transfer (your/the Client's) account to another financial institution; as may be required in terms of the FATCA Rules from time to time as the Company may reasonably determine in its sole discretion.
- You/the Client acknowledge[s] that the FATCA Rules may result in third parties, e.g. withholding agents under the FACTA Rules, withholding certain payments, or part thereof, from (us/the Company) or from (you/the client).
- You/the Client waive(s) any claims that (you/he/she) may have against [us/the Company] or any other members of the FirstRand group of companies, or their employees, officials and directors, as a result of any action, omissions or other circumstances contemplated in paragraphs 5, 6 and 7 above, or otherwise as a result of adherence with the FATCA Rules. You/the Client further indemnify(ies) (us/the Company) and all other members of the FirstRand group of companies, their employees, officials and directors against any damages, claims, losses or otherwise, as a result of any actions, omissions or other circumstances contemplated in paragraphs 5, 6 and 7 above, or otherwise as a result of adherence to the FATCA Rules.

## **7. YOUR AND OUR ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES**

- We may communicate with you using any means (electronically, fax, paper).
- We will send any communications (including statements) to the last postal; street; email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, cellphone, telephone, ATM or our branches) or by means of a publication/advertisement in the media.
- We will serve legal notices and summonses at the last street address we have on record for you. You choose this address as your domicilium address for serving legal notices and summonses.
- You must send us any legal notices or summonses to the following address, which we choose as our domicilium: Plot 22768, Acacia Business Park, Corner Great East & Thabo Mbeki Roads, Lusaka
- You must immediately tell us if any of your addresses, phone or fax numbers change.
- You can do this by contacting us, visiting any FNB 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 7 (seven) days for the change to reflect on our systems.
- So we can update your records you agree that we may get your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as stated above.
- Any correspondence we send to you by:
  - Post, will be considered to have been received by you within 14 days from the date on which we posted it;
  - By fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.
- Any notices or correspondence we make available on our website, our ATM network, our branches or in the media will be considered to have been received by you on the date it was published.

## **8. JURISDICTION AND COSTS**

- We can bring any action against you under this or any other agreement we have with you in the Magistrate's Court, even if the amount claimed exceeds the jurisdiction of that Court.
- You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.

## **9. IF YOU APPOINT OTHER PERSONS TO USE YOUR ACCOUNTS YOU ARE RESPONSIBLE FOR THEIR ACTIONS**

- If you complete the necessary bank form, we will allow another person to use your account. 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 plus interest on those amounts. You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your account. 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 bank forms. You will be liable for all transactions they made before you did this, including future dated payments and cheques.
- The rights you gave to any account user comes to an end when you end their authority or where the law says so, such as on your death or if you become legally incompetent.

## **10. GENERAL**

- You must tell us immediately if you are placed under an administration order, are sequestered.
- 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 account will be restricted.
- If we need to take legal action against you, one of our managers (who does 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 Zambia 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 authorized 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 Zambian law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.