BANKING SERVICES AGREEMENT

BETWEEN:

FIRSTRAND BANK LTD
(REGISTRATION NUMBER 1929/001225/06)
(VAT REGISTRATION NUMBER 4210102051)

AND

GEORGE MUNICIPALITY
a municipality established pursuant to Section 12 of the Local Government: Municipal Structures Act, 1998

Type text here

Public Sector Banking

FNB
First National Bank
how can we help you?

PREAMBLE

A. The Client issued a Banking Tender and invited the Bank to participate therein;

B. The Bank submitted the Banking Tender Bid to the Client;

C. The Client has appointed the Bank to provide it with the Services; and

D. The Bank has accepted such appointment.

The Parties agree that the Services will be provided subject to the terms and conditions contained in this Agreement.

1 INTERPRETATION

In this Agreement, unless the context otherwise indicates –

1.1 The singular shall include the plural and vice versa;

1.2 Reference to the masculine gender will include the feminine gender and vice versa;

1.3 Natural persons will include created entities (corporate or unincorporated) and vice versa;

1.4 The headings in this Agreement are used for the sake of convenience, and will not govern the interpretation hereof;

1.5 All expressions contained in the Main Agreement will have the same meaning in the Schedules, the Annexures and in any documents incorporated by reference;

1.6 In the event of conflict the provisions of this Agreement are to be read in the following order of precedence in relation to that conflict:

1.6.1 in respect of provisions detailing the Services:

1.6.1.1 the Schedules;

1.6.1.2 the Annexures;

1.6.1.3 the Main Agreement; and

1.6.1.4 any document incorporated by reference;

1.6.2 in respect of other provisions:

1.6.2.1 the Main Agreement;

1.6.2.2 the Annexures;

1.6.2.3 the Schedules; and

1.6.2.4 any document incorporated by reference,

provided that the Main Agreement may be expressly amended in a particular Schedule and any such amendment will apply only to the particular Schedule;

1.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on either Party, notwithstanding that it is only in the definitions clause, effect will be given to it as if it were a substantive provision of the Agreement;

1.8 Words and expressions defined in any clause will, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement;

1.9 Defined terms appearing in this Agreement in title case will be given their meaning as defined, while the same terms appearing in lower case will be interpreted in accordance with their plain English meaning, and will, unless the context otherwise requires, include the terms as defined;

1.10 A reference to any statutory enactment will be construed as a reference to that enactment as at the Signature Date, and as amended or substituted from time to time;

1.11 Reference to "days" will be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or official public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" will be construed as being the hours between 08h00 and 17h00 on any business day. Any reference to time will be based upon South African standard time being Greenwich Mean Time plus 2 (two) hours;

1.12 Unless specifically otherwise provided, any number of days prescribed will be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day;

1.13 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words will prevail, unless the context indicates a contrary intention;

1.14 No provision will be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision;

1.15 The preamble to this Main Agreement will be deemed to be incorporated into the Main Agreement;

1.16 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it: the application of the *eiusdem generis* rule is excluded; and

1.17 Save where expressly set out to the contrary herein, any communication required to be in writing in terms of this Agreement will only be valid if either written or printed in a paper based form. The provisions of the Electronic Communications and Transactions Act, No. 25 of 2002, in this regard are expressly excluded from this Agreement.

2 DEFINITIONS

2.1 **"Agreement"** means the Main Agreement, the Schedules, the Annexures and any other document specifically incorporated herein by reference;

2.2 **"Annexure"** means any document marked "Annexure" which (1) was initialled by both Parties and attached to the Main Agreement contemporaneously with the Signature Date or (2) was initialled by both Parties at any time after the Signature Date, irrespective of whether or not it was physically attached to the Main Agreement;

2.3 **"Bank"** means FirstRand Bank Ltd (registration number 1929/001225/06), a registered bank and a company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa and its assignees and successors in title;

2.4 **"Banking Tender"** means the banking tender specification entitled "**George Municipality Bid Document Number: FIN014 of 2019 Tender for Banking Services for the Period of Five (5) Years**" issued by the Client;

2.5 **"Banking Tender Bid"** means the formal written service proposal delivered to the Client by the Bank in response to the Banking Tender;

2.6 **"Change Order"** means a change in or addition to the Services as agreed between the Parties in terms of clause 14;

2.7 **"Change Order Procedures"** means the procedures for implementing Change Orders as set out in clause 14;

2.8 **"Client"** means the George Local Municipality, a municipality established pursuant to Section 12 of the Local Government: Municipal Structures Act, 1998 and its assignees and successors in title;

2.9 **"Confidential Information"** means information that is of a confidential and proprietary nature to either Party (the **"Disclosing Party"**) but will exclude any information which:

2.9.1 is in or comes into the public domain (excluding information which comes into the public domain as a result of a breach by the other Party (the **"Receiving Party"**) of its obligations under this Agreement); or

2.9.2 the Receiving Party is obliged to disclose pursuant to the application of (1) an order of a court of competent jurisdiction or (2) any South African or international legislation which is binding on the Receiving Party, or (3) the ruling of any monetary or fiscal authority which is binding on the Receiving Party; or

2.9.3 the Receiving Party can show:

2.9.3.1 was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party; or

2.9.3.2 to have been developed by or for the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party; or

2.9.4 the Receiving Party obtains or has available from a source other than the Disclosing Party; or

2.9.5 is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or

2.9.6 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party;

2.10 **"Data"** means personal information as defined in the Protection of Personal Information Act, 2013;

2.11 **"Effective Date"** means **14 September 2020**, notwithstanding the Signature Date;

2.12 **"Intellectual Property"** means, without limitation, any know-how, patent, copyright, registered design, trademark or other industrial or intellectual property rights, whether registered or not and whether or not capable of being registered, and any application for any of the aforementioned;

2.13 **"Main Agreement"** means this main banking services agreement, and specifically excludes the Schedules, the Annexures and any document incorporated by reference;

2.14 **"Party/Parties"** means the parties to this Agreement or either the Bank or the Client, as the case may be;

2.15 **"Pricing Schedule"** means the document marked "Pricing Schedule" (including its appendices and any documents incorporated therein by reference) initialled by both Parties and attached to the Main Agreement;

2.16 **"Prime Rate"** means the interest rate (percent, per year, compounded monthly) published from time to time by the Bank as being its prime overdraft rate, as certified by any manager of the Bank, whose appointment and designation need not be proved.

2.17 **"Schedule"** means the Pricing Schedule, the Service Schedule and any other document (including its appendices and any documents incorporated therein by reference) signed by both Parties which details the Services to be provided by the Bank;

2.18 **"Service Schedule"** means the document marked "Service Schedule" (including its appendices and any documents incorporated therein by reference) initialled by both Parties and attached to the Main Agreement;

2.19 **"Services"** means the providing of banking services by the Bank to the Client, as more fully described in the Schedules;

2.20 **"Signature Date"** means the date of signature of the Party signing this agreement last in time;

2.21 **"Termination Date"** means **31 August 2025**;

2.22 **"VAT"** means Value Added Tax as defined in the Value Added Tax Act, 1991.

3 DURATION

This Agreement will commence on the Effective Date and will endure for a period of 5 (five) years until the Termination Date, unless renewed by written agreement of the Parties or terminated earlier in accordance with the provisions of this Agreement.

4 THE SERVICES

4.1 The Bank agrees to perform and to provide the Services.

4.2 If the Client uses the Services in a live production environment, the Client is deemed to have accepted the Services.

5 CONSIDERATION AND PAYMENT

5.1 In consideration for the performance of the Services, the Client will pay to the Bank the fees and charges outlined and/or referred to in the Pricing Schedule (**"the Service Fees"**).

5.2 The Service Fees will escalate in the manner provided for in the Pricing Schedule.

5.3 All amounts payable in terms of this Agreement are, unless expressly otherwise stated, exclusive of VAT.

5.4 The amounts payable in terms of this Agreement will be deducted by the Bank from the Client's nominated bank account as notified by the Client from time to time. If the Bank is unable to deduct the Service Fees from the Client's nominated bank account for whatsoever reason, payment will be effected by the Client by no later than 30 (thirty) days after receipt by the Client of an invoice from the Bank.

5.5 The Bank will be entitled to charge the Client interest on any amounts outstanding in terms of this Agreement at the Prime Rate, from due date until date of final payment of such amounts.

5.6 The Client will not be entitled to withhold payment of the amounts payable in terms of this Agreement for any reason. Furthermore, the Client will not be entitled to apply set-off or deduction to any payments which it makes to the Bank in terms of this Agreement.

6 WITHDRAWALS FROM BANK ACCOUNT(S)

6.1 As prescribed in section 11 of the Local Government: Municipal Finance Management Act, 2003 ("**MFMA**"), the only officials permitted to withdraw money or authorise the withdrawal of money from the Client's bank account(s) are the accounting officer or the chief financial officer, or a senior financial official (authorised in terms of any framework as may be prescribed) acting on the written authority of the accounting officer.

6.2 Where the Client's primary bank account is separate from other bank accounts it holds, then notwithstanding clause 6.1 above, the accounting officer may only authorise the chief financial officer to withdraw money or to authorise the withdrawal of money from the primary bank account.

6.3 Payments of money withdrawn from the Client's bank account(s) are limited to those prescribed in section 11(1) the MFMA.

7 WARRANTIES

7.1 The Bank gives to the Client the same warranties in respect of equipment purchased by the Client from the Bank which are in turn given to the Bank by the supplier or manufacturer of the equipment concerned. To the extent permitted, the Bank will pass through such warranties to the Client so that the supplier or manufacturer will be construed to have given the warranties directly to the Client.

7.2 The Bank warrants that the Services will be performed in a professional manner in accordance with good industry practice.

7.3 Except as expressly provided in this Agreement, the Bank gives no representation, undertaking or warranties, express or implied, by operation of law or otherwise. Without limiting the aforegoing, the warranties of "fitness for purpose" and merchantability are excluded. Any warranties given by the Bank extend solely to the Client and are not transferable.

8 INDEMNITIES

Intellectual Property Indemnity

8.1 Each Party (**"the Indemnifying Party"**) hereby indemnifies and holds the other Party (**"the Indemnified Party"**) harmless against any and all claims, legal actions, costs or expenses arising out of any infringement or alleged infringement by the Indemnified Party of any Intellectual Property rights of any third party attributable to the Intellectual Property of the Indemnifying Party.

8.2 The Indemnified Party will notify the Indemnifying Party, in writing, of any proceedings instituted by a third party against the Indemnified Party in respect of any alleged infringement referred to in clause 8.1.

8.3 The Indemnifying Party will, at its expense, defend any action instituted by such third party against the Indemnified Party. The Indemnified Party will, at the Indemnifying Party's expense, assist the Indemnifying Party by providing the Indemnifying Party with such reasonable information as the Indemnifying Party may require in order to defend any of the aforesaid proceedings instituted against it.

8.4 The indemnity set out in clause 8.1 will not extend to any Intellectual Property which has been modified (other than by the Indemnifying Party) or has been used incorrectly or not for its intended use or has been used in conjunction with any other Intellectual Property not supplied by the Indemnifying Party and such utilisation gives rise to the infringement or alleged infringement.

Waiver and Indemnity in respect of Indirect Methods of Communication

8.5 The Client indemnifies the Bank and holds it harmless against any damage and loss (whether direct, consequential or otherwise) of whatsoever nature that the Client and/or the Bank may sustain or incur as a result of the Client instructing the Bank to honour instructions which the Client transmits to the Bank via email, telephone, telefax and/or other indirect methods of communication.

8.6 In regard to clause 8.5 above, the Client acknowledges that such communications could be intercepted and/or changed without its knowledge and that an unauthorised/forged email, telephone, telefaxed or other instruction submitted via indirect methods could be sent to the Bank. The Client, with full knowledge of the risks associated with instructing the Bank by email, telephone, telefax and/or other indirect methods of communication nevertheless requires the Bank to act on these instructions from time to time. The Client hereby waives any claim which it may have or acquire against the Bank and indemnifies and holds the Bank harmless against all loss and/or damage which the Bank may suffer as a result of the Bank receiving and/or acting upon instructions which have been transmitted/delivered to it by means of email, telephone, telefax and/or other indirect methods of communication and which purport to have been issued or authorised by the Client, or as a result of any such message not being received by the Bank. The Client further understands that all liability for any errors, omissions or delays in transmission, or for misinterpretation on receipt, or for any loss or damage whatsoever, no matter how it arises, including failure to verify the signatures on any telefaxed or emailed instruction, shall be borne by the Client and the Client will hold the Bank harmless from any and all such loss or damage. For clarity, the limitations of liability set out in clause 9 below will not apply to the indemnities provided by the Client under this clause 8.6 and/or 8.5 above.

8.7 The indemnities set out in this clause 8 will survive the termination of this Agreement.

9 LIMITATION OF LIABILITY

9.1 To the extent permitted by law, neither Party will be liable to the other Party for any indirect or consequential damages arising out of or relating to its performance or failure to perform under this Agreement.

9.2 The total aggregate liability of the Bank to the Client for proven direct damages (whether arising in contract, delict or otherwise) will be limited to the amounts paid by the Client under this Agreement.

9.3 The limitations of liability set forth in clauses 9.1 and 9.2 above will not:

9.3.1 apply to liability resulting from the gross negligence or wilful misconduct of either Party; and/or

9.3.2 apply to claims for death or personal injury.

10 CONFIDENTIALITY

10.1 The Receiving Party acknowledges and agrees that all or some of the material and/or information of the Disclosing Party which has or will come into the Receiving Party's possession or knowledge in connection with this Agreement, or the performance hereof, consists of Confidential Information.

10.2 The Receiving Party, therefore, agrees to hold Confidential Information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to its directors, employees or sub-contractors reasonably requiring such information, and not to release or disclose it to any other party, unless so required by law.

10.3 If this Agreement is terminated, for whatsoever reason, the Receiving Party will, within 7 (seven) days of the effective date of termination, return to the Disclosing Party all Confidential Information and/or Intellectual Property belonging to the Disclosing Party, save to the extent that it is required to retain such Confidential Information in terms of its retention of records policy or in terms of any applicable law, subject at all times to the confidentiality obligations as set out herein.

10.4 Subject to the provisions of clause 10.5 below, neither Party will use the Intellectual Property of the other Party in press releases or in any other manner without having secured the prior written approval of the other Party.

10.5 The Bank will be entitled to use the Intellectual Property of the Client in customer lists, without first obtaining the Client's prior written approval.

10.6 The Parties' respective obligations under this clause 10 will survive the termination of this Agreement for any reason.

11 PROTECTION OF PERSONAL INFORMATION ACT, 2013

11.1 Notwithstanding anything to the contrary contained in this Agreement, the Client acknowledges and confirms that the Bank may:

11.1.1 **process** (which includes, without limitation, collect, store, update, use, make available or destroy) the Client's Data, to, amongst other things:

11.1.1.1 comply with legislative, risk and compliance requirements (including without limitation directives, sanctions and rules), voluntary and involuntary codes of conduct and industry requirements or fulfill reporting requirements and information requests;

11.1.1.2 detect, prevent and report theft, fraud, money laundering and other crimes;

11.1.1.3 enforce and collect on any agreement when in default or breach of agreement terms and conditions, like tracing;

11.1.1.4 perform historical, statistical and research purposes;

11.1.1.5 enable the Bank to deliver documents or notices to the Client; and/or

11.1.1.6 conduct security or identity verification and to check the accuracy of the Client's information;

11.1.2 **share** the Client's Data with the following persons (amongst others), who have an obligation to keep the Client's Data secure and confidential:

11.1.2.1 attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;

11.1.2.2 payment processing service providers, merchants, banks and other persons who assist with the processing of payment instructions;

11.1.2.3 law enforcement and fraud prevention agencies;

11.1.2.4 regulatory authorities, governmental departments, local and international tax authorities and other persons that the Bank under the law must share the Client's Data with;

11.1.2.5 persons to whom the Bank cedes its rights or delegates its obligations;

11.1.3 **process** the Client's Data:

11.1.3.1 **outside of the borders of South Africa**, according to the safeguards and requirements of the law. The person processing the Client's Data will apply the same level of protection as required in South Africa;

11.1.3.2 **using automated means** (without human intervention in the decision-making process) to make a decision about the Client or the Client's application for any product or service. The Client may query any decision made;

11.2 The Client may:

11.2.1 **access** the information the Bank has about the Client and may request the Bank to correct or delete the information if it is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept and may file a complaint with the Information Regulator about an alleged contravention of the protection of the Client's information;

11.2.2 **withdraw consent** to allowing the Bank to process the Client's Data, except as otherwise allowed, or required by law.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Subject to the remaining provisions of this clause 12, all Intellectual Property owned by either Party (whether before or after the Signature Date) will remain the sole and exclusive property of that Party.

12.2 The Client acknowledges that the Bank will become the owner of the Intellectual Property which is created or developed by the Bank, whether alone or with others, in the course and scope of this Agreement.

12.3 Upon termination of this Agreement for any reason whatsoever, the Parties agree that the Intellectual Property rights which have then accrued to the Bank, will remain vested in the Bank and that, notwithstanding such termination, the Client will have no rights in or to the Intellectual Property rights.

13 NON-SOLICITATION

For the duration of this Agreement and for a period of 12 (twelve) months after termination of this Agreement for whatsoever reason, the Client will not, directly or indirectly, actively solicit, encourage or persuade any current employee of the Bank (who is or was at any time involved in the provision of the Services to the Client) to terminate his/her employment with the Bank. For clarity, however, this clause does not prohibit Bank employees from responding to job advertisements (for positions at the Client) which are made available to the general public, without active solicitation, encouragement or persuasion by the Client.

14 CHANGE CONTROL

14.1 From time to time during the term of this Agreement, either Party may propose changes in or additions to the Services. No such changes or additions will be effective or binding on the Parties unless a written Change Order is signed by authorised representatives of both Parties. All such Change Orders will be implemented in accordance with the Change Order Procedures.

14.2 If the Client desires to propose a change or addition referred to in clause 14.1, the Client will deliver a written notice to the Bank, describing the proposal. The Bank will respond to such proposal within 7 (seven) days of receipt of the written notice by preparing and delivering to the Client a written proposal (**"Change Order Proposal"**), indicating:

14.2.1 the effect of the proposal, if any, on the amounts payable by the Client and the basis on which such effect was calculated;

14.2.2 the effect of the proposal, if any, on the Services;

14.2.3 the anticipated impact on resources of the Bank with specific reference to capacity, risk and security;

14.2.4 the anticipated impact on planned capital expenditure for the provision of the Services; and

14.2.5 the anticipated time schedule for implementing the proposal.

14.3 Any discussions or communications required to implement clause 14.2 will not bind the Parties and only a signed Change Order will be binding.

14.4 If the Bank desires to propose a change or addition referred to in clause 14.1, it may do so by preparing at its expense and delivering a Change Order Proposal to the Client, which complies with clause 14.2.

14.5 A Change Order Proposal, once submitted as aforesaid, will constitute an offer by the Bank to implement the proposal described therein on the terms set out therein. If the Bank's offer is not accepted by the Client in writing within 60 (sixty) days from the date of the Bank's proposal, the Bank will be entitled to revoke its offer.

14.6 If the Client elects to accept the offer set out in the Change Order Proposal, as evidenced by the written acceptance of the Client, the Change Order Proposal will become a Change Order, any changes in or additions to the Services described in the Change Order Proposal will thereafter be "Services". Any other changes described in the Change Order Proposal will automatically amend the applicable Schedule and any other aspect of this Agreement referred to in clause 14.1, and the Parties will make any further modifications to the Schedules and/or any other aspect of this Agreement required to reflect the Change Order.

14.7 All Change Orders will be implemented pursuant to the procedures set out in this clause 14.

15 DISPUTE RESOLUTION

15.1 Any dispute which arises out of or in connection with this Agreement will be referred to a **"Committee"** consisting of 2 (two) members appointed by the Bank and 2 (two) members appointed by the Client, or alternates appointed by them. In this regard:

15.1.1 the Party wishing to commence the dispute procedure will notify the other Party in writing by delivering written notice (a **"Dispute Notice"**) to that effect;

15.1.2 the Committee will be constituted within 14 (fourteen) days of the delivery of the Dispute Notice (or such longer period as may be agreed to by the Parties in writing);

15.1.3 the Committee will meet at such premises as its members may, by majority decision, decide, failing which they will meet at an available meeting room at the local offices of the Bank;

15.1.4 the Committee members will use their best efforts to resolve the dispute within 14 (fourteen) days of the dispute having been referred to them;

15.1.5 the Committee members will act as experts and not as arbiters.

15.2 Should the Committee be unable to resolve a dispute in accordance with clause 15.1 above, then such dispute may be submitted to and decided by arbitration or litigation in terms of clause 16 below.

16 ARBITRATION / LITIGATION

16.1 Subject to clause 15 above, any dispute arising out of or in connection with this Agreement, including the validity, interpretation, implementation, execution, rectification, termination or cancellation of this Agreement, may at the instance of the Party seeking relief be decided either by way of arbitration or litigation as set out below -

16.2 In the case of arbitration –

16.2.1 The arbitration will take place in Johannesburg in accordance with the rules of the Arbitration Foundation of Southern Africa (**"AFSA"**).

16.2.2 Should the disputants fail to agree in writing on an arbitrator within 14 (fourteen) days after arbitration has been demanded, the arbitrator will be nominated at the request of a disputant by AFSA.

16.2.3 Any disputant may appeal the decision of the arbitrator or arbitrators in terms of the rules of AFSA.

16.2.4 Nothing herein contained will be deemed to prevent or prohibit a disputant from applying to the appropriate court for urgent relief pending the outcome of the arbitration proceedings.

16.2.5 Any arbitration in terms of this clause will be conducted *in camera* and the Parties will treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of all the disputants.

16.3 In the case of litigation –

16.3.1 Each Party hereby consents and submits to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all proceedings connected with this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction.

16.3.2 Notwithstanding the provisions of the above, any Party will be entitled to institute all or any proceedings against the other Party in connection with this Agreement in the High Court of South Africa.

16.3.3 The Parties agree that the South African courts contemplated above will have exclusive jurisdiction with regard to any matter contemplated herein.

17 BREACH

Should either Party to this Agreement (the **"Defaulting Party"**) commit a breach of any of the terms and conditions hereof, and remain in default for a period of 30 (thirty) days after receipt by it of written notice from the other Party calling for such breach to be remedied, the Party delivering such notice will be entitled, without prejudice to any other rights it may have hereunder or in law, to terminate this Agreement forthwith by written notice to that effect given to the Defaulting Party.

18 SUMMARY TERMINATION

The Bank may terminate this Agreement on written notice and with immediate effect, without cost or penalty, if:

18.1 the Client's bank accounts and/or credit agreements are overdrawn, or in arrears, or in default, or are subject to any legal proceedings in any court of law involving the Client and the Bank; and/or

18.2 the Bank is of the view that the Client (or any person related to, acting on behalf of, or involved with the Client):

18.2.1 has or is suspected to have contravened any anti-corruption and/or anti-money laundering laws (locally or internationally); and/or

18.2.2 is, or is suspected to be, involved in terrorist activities (locally or internationally); and/or

18.2.3 appears on any sanction list prescribed by legislation or that is used by the Bank in the management of its risk, or is linked to any person that appears on such list, or is linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.

19 FORCE MAJEURE

19.1 Should either the Bank or the Client (the **"Invoking Party"**) be prevented from fulfilling any of its obligations in terms of this Agreement as a result of any Act of God, war, fire, flood, legislation, insurrection, sanctions, trade embargo or any economic or other cause beyond the reasonable control of such Party (any such event **"Force Majeure"**) then the Invoking Party will forthwith give written notice thereof to the other Party –

19.1.1 specifying the cause and anticipated duration of the Force Majeure; and

19.1.2 promptly upon termination of the Force Majeure, stating that such Force Majeure has terminated.

19.2 Performance of any such obligations will be suspended from the date on which notice is given of Force Majeure until the date on which notice is given of termination of Force Majeure (the **"Suspension Period"**), subject always to the remaining provisions of this clause 19.

19.3 The Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the Force Majeure during the Suspension Period provided that -

19.3.1 the Invoking Party uses and continues to use its best efforts to perform such obligation;

19.3.2 if the Force Majeure will continue for more than 60 (sixty) consecutive days, the other Party will be entitled to cancel this Agreement on the expiry of such period, but will not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the Force Majeure; and

19.3.3 the Party not invoking Force Majeure will be entitled to elect, by giving written notice within 14 (fourteen) days of the termination thereof, as to whether or not it requires the Invoking Party to perform any obligations incurred prior to the Force Majeure.

20 EXCUSED PERFORMANCE

The Bank will be excused from performing its duties under this Agreement including any Services under circumstances of Force Majeure and/or under circumstances where the failure by the Bank to perform is as a result of the actions or failure to act by the Client or any third party, or under circumstances where such failure is as a result of circumstances beyond the reasonable control of the Bank. In such event, such failure to perform will not be a breach of this Agreement.

21 ADDRESSES FOR SERVICE

21.1 Each Party hereby selects as its *domicilium citandi et executandi* the address set out opposite its name below, at which all notices and legal processes must be delivered to it for the purposes of this Agreement: -

21.1.1 THE BANK: FNB Legal

3rd Floor, 1 First Place, Bank City

Cnr Simmonds and Pritchard Streets

Johannesburg, South Africa;

21.1.2 THE CLIENT: Attention: The Municipal Manager

George Local Municipality

The Civic Centre

York Street

George

South Africa.

21.2 In respect of invoices and statements and any other related queries, the Bank acknowledges that the Client hereby selects the contact details as set forth in the Schedules.

21.3 Any legal notice required or permitted to be given in terms of this Agreement will be valid and effective only if in writing and delivered by hand or registered post to the addresses as set out in clause 21.1 above. For clarity, however, operational notices which do not have a legal impact may be sent via e-mail.

21.4 Any notice to the other Party delivered by hand to its *domicilium* address will be deemed, unless the contrary is proved, to have been received on the day of delivery.

21.5 Any notice to the other Party delivered via email will be deemed received only after receiving acknowledgement that the email has been received by the counter party.

21.6 If either Party changes its email addresses or *domicilium* address, it will forthwith notify the other Party in writing accordingly of the changes.

21.7 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another will be adequate written notice or communication to such Party, notwithstanding that the terms and conditions of this clause 21 were not strictly complied with.

22 CESSION, ASSIGNMENT AND SUB-CONTRACTING

22.1 The Client hereby acknowledges and agrees that the Bank will be entitled to cede, assign, transfer or make over this Agreement to any entity within the FirstRand group of companies.

22.2 The Client may not cede, assign, transfer or make over any part of this Agreement without having secured the prior written consent of the Bank in its sole discretion.

22.3 The Bank will be entitled to appoint sub-contractors to perform all or part of the Services.

23 GOVERNING LAW

This Agreement will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa.

24 WARRANTY OF AUTHORITY

24.1 The Client warrants that it has the full power and authority to enter into this Agreement.

24.2 The Client further warrants that it has complied with (and will continue to comply with) all relevant legislation, regulations, by-laws, ordinances, supply chain management policies, processes and procedures and all other applicable authorities in regard to its appointment and continued utilisation of the Bank to provide the Services.

24.3 The signatory/ies on behalf of the Client warrant that they are duly authorised to sign this Agreement on behalf of the Client. The Client will provide the Bank with written evidence of such authority contemporaneously with the signature of this Agreement and such evidence will be attached to this Agreement as Annexure One.

25 MARKETING CONSENT

25.1 The FirstRand group of entities (**"FRG"**) requests the Client's consent to inform the Client about its beneficial products and services. The Client may request FRG to stop marketing to it at any time. The FirstRand Privacy Policy is available at www.fnb.co.za and informs the Client about how FRG uses the Client's information.

25.2 The Client agrees that First National Bank, a division of the Bank, can communicate with and market its products and services to the Client (please indicate with tick):

Yes ✓	**No**

25.3 Where the Client has not already provided specific consent, the Client agrees that the ***remainder*** of FRG, including its approved partners, can communicate with and market its products and services to the Client (please indicate with tick):

Yes	**No** ✓

25.4 The Client prefers to be contacted by (please indicate with tick):

Post	Y ✓	N	E-mail	Y ✓	N	Tel/Cell	Y	N	SMS/ MMS	Y	N

25.5 The Client has agreed to be included in marketing, e-mail and SMS campaigns and has also agreed that its name may be included in marketing and/or customer lists which the Bank may sell and/or distribute to other persons (please indicate with tick):

Yes	**No** ✓

26 FOREIGN TAX OBLIGATIONS

26.1 The Client confirms that it is not required, or registered, to file a tax return in another country in addition to South Africa and/or is not tax resident in any country other than South Africa.

26.2 The Client hereby certifies the above to be correct and that the Client has no foreign tax liability (please indicate with tick):

Yes ✓	**No**

If the Client ticked "No" above, the following must be populated:

The Client confirms that it is required, or registered, to file a tax return in another country in addition to South Africa and/or is tax resident in country/ies other than South Africa. The Client's tax details in these countries are:

Name of Country/Jurisdiction	**Tax Reference Number**
N.A.	

26.3 The Client undertakes to inform the Bank in writing of any change to its status as set out in this clause 26 within 30 (thirty) days of the change to such status.

26.4 The Client acknowledges that the Bank may be required to supply tax-related information to the relevant tax authorities locally and abroad and consents to such supply.

26.5 The Client agrees that if any tax information or other information required by law or agreement is outstanding, the Bank may freeze any and/or all of the account/s of the Client until such time as the required information is provided.

26.6 The signatory/ies on behalf of the Client warrant that they have the necessary authority to represent and bind the Client in terms of this clause 26 and that the information provided in this clause 26 is true, correct and complete.

27 GENERAL

27.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all proposals, oral and written, between the Parties on this subject.

27.2 No Party will have any claim or right of action arising from any undertaking or representation not included in this Agreement.

27.3 No failure by a Party to enforce any provision of this Agreement will constitute a waiver of such provision or affect in any way a Party's right to require the performance of such provision at any time in the future, nor will a waiver of a subsequent breach nullify the effectiveness of the provision itself.

27.4 No agreement to vary, add to or cancel this Agreement or any part thereof, including this clause, will be of any force and effect unless reduced to writing and signed by the Parties.

27.5 Any invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of any other of its provisions.

27.6 Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect, notwithstanding that the clause itself does not provide for such survival.

27.7 This Agreement will be binding on and enforceable by the trustees, permitted assigns liquidators or other legal successors of the Parties.

27.8 This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement.

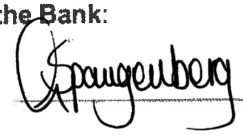
27.9 The intentional act of electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement. Each party agrees to not contest the admissibility or enforceability of any electronically signed copy of this Agreement in any proceeding arising out of the terms and conditions of this Agreement. The use and/or production of an electronic version of this Agreement shall fully satisfy any requirement that this Agreement be in writing.

27.10 A scanned or electronically reproduced copy or image of this Agreement will be deemed as an original and may be submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof, notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

EXECUTION OVERLEAF

28 EXECUTION

This Main Agreement is executed as follows -

Signed at:	East London
Date:	13 October 2020
For and on behalf of **the Bank**:	
Signature:	
Full Name:	Anrie Adèle Spangenberg
Position:	Provincial Head - Cape Province

Signed at:	Johannesburg
Date:	13 October 2020
For and on behalf of **the Bank**:	
Signature:	
Full Name:	Nicholas Marake Montso
Position:	National Sales Head

Signed at:	George
Date:	16 September 2020
For and on behalf of **the Client**:	
Signature:	
Full Name:	Leon Edgar Wallace
Position:	Acting CFO

Signed at:	GEORGE
Date:	16 SEPTEMBER 2020
For and on behalf of **the Client**:	
Signature:	
Full Name:	JACOBUS HENDRIK MEYER
Position:	MANAGER - IFS.

ANNEXURE ONE

CLIENT'S AUTHORITY DOCUMENTS

(to be attached)

SCHEDULE ONE
PRICING SCHEDULE

Primary Pricing

Primary pricing is the cost of services that the Municipality will utilise on a consistent basis i.e. those fees that will make up 80% of banking fees, for example electronic funds transfer fees cheque service fees, cash deposit fees and credit and/or debit interest.

Please note that primary pricing will remain unchanged until 30 June 2021. During the period leading up to 30 June 2021, pricing reviews will take place, however the final decision to implement revised pricing lies with FNB.

This pricing review does not necessarily mean that pricing will automatically be adjusted upwards as the review may result in a decrease in some pricing components due to transactional volume growth over the stated period.

FNB understands that the Municipality prefers for pricing increases to be linked to the prime lending rate; however, the CPI and prime lending rate are closely related and therefore increases based on CPI will relate to any increase or decrease in the prime lending rate as well.

Date of annual escalation

FNB is able to assist the Municipality in ensuring that the most cost-effective payment channels are utilised. Although pricing is based on the Consumer Price Index (CPI) there are several factors like transactional behaviour influencing increases above or below CPI. Revised pricing will be sent out in an official pricing letter.

Credit Interest Rate

We have also provided the Municipality with competitive interest rates on surplus balances held overnight in the Municipality's bank accounts.

Value Added Tax

Pricing quoted in this proposal is reflected as follows:

- Price excluding VAT;
- 15% VAT; and
- Total with 15% VAT inclusive.

Important Points to Note

- Primary pricing will remain unchanged until June 2021;
- FNB has provided the Municipality with competitive credit interest rates on average surplus balances that remain in the accounts; and
- FNB will provide all initial training across the spectrum of the proposed services **FREE** of charge.

Primary Pricing

Current Account Charges				
Description	**Pricing (VAT Excl.)**	**VAT**	**Pricing (VAT Incl.)**	**Frequency**
Cheques Issued				
Service Fees on Cheques Issued and general debits				
• Flat Fee	R 1.95	R 0.29	R 2.24 (Two rand twenty four cents)	Per cheque
Cash handling fee per R100 (over the counter cash withdrawals via cheque/card) – Branch	**R 0.00**			Per R100
Cash handling fee per R100 (over the counter cash withdrawals via cheque/card) – Bulk Centre	**R 0.00**			Per R100
Return of unpaid cheques and excludes telephone and fax charges unless otherwise negotiated (inward unpaid)	**R 0.0**			Per cheque
Cash Deposit Fee				
Branch	**R 0.00**			Per 100 or part thereof
Bulk	**R 0.00**			Per 100 or part thereof
ATM	**R 0.00**			Per 100 or part thereof
Referenced Validation Fee				
• Reference Deposit development charge	**As per quote**			Once off
• Amendments fee	**As per quote**			Once off
Reference Validation Transaction Fee				
• Over the Counter	**R 0.00**			Per transaction
• Electronic Channels	**R 0.00**			Per transaction
• Electronic Channels – other banks	**R 0.00**			Per transaction
• High volume reference downloads (per line item)	**R 0.00**			Per transaction
Domestic Current Account – Interest Rates				
Debit Interest Rates	(Prime Rate 10% at present)			
Credit Interest Rate	Prime 10.00%- 5.00% = 5.00%			

***Debit/Credit Interest Rates and/or tiers are subject to change without any prior notice being given**

Risk based pricing, including debit interest rates, are quoted based on the client's risk rating applying at the time of quoting rates and is subject to change if the client's risk rating, market conditions or regulation changes.

This pricing is more fully described in the formal facility letter which will clearly stipulate the terms and conditions pertaining to the facility/ies contained therein.

FNB Online Banking				
Transaction fee				
Financial – transfers, un-nominated payments, nominated payments and collections				
Description: Flat Fee	**Pricing (VAT Excl.)**	**VAT**	**Total**	**Frequency**
Payments*	R 0.00			Per transaction
Collections	R 0.00			Per transaction
Service Type – 2 Day	R 0.00			Per transaction
Intra-Group Transfers	R 0.00			Per transaction

Salary payments attract the same flat fee of R 0.00 per individual salary paid

SmartBOX				
Description	**Price (Excl Vat)**	**Vat**	**Price (Incl. Vat)**	**Frequency**
D1200 SL	R 4720.00	R 708.00	R 5 428.00	Per Month, Per Device
D1200 SL Cat 3	R 5320.00	R 798.00	R 6118.00	Per Month, Per device
D2400 SL	R 6140.00	R 921.00	R 7061.00	Per Month, Per Device
D2400SL Cat 3	R 6370.00	R 955.50	R 7325.00	Per Month, Per device
Installation SL Range	R 3000.00	R 450.00	R 3450.00	Once of per device
Installation SL Cat 3 Range	R 6850.00	R 1027.50	R 7877.50	Once of per device
CDF on SmartBox	R 0.00			Per R100
	Including risk			
CDF Bulk at OCPC in George	R 0.00			Per R100
	No risk			

Merchant Services (SpeedPoint)			
	Excl VAT		
	Card present		
Credit Card	1.74%		
Debit Card	0.69%		
Foreign Cards/ Union Pay	2.50%		
Minimum Merchant Fee	R 350.00	R 52.50	R 402.50
	(only applies if total commission due by the Municipality is below R350.00 p.m.)		

Devices				
Description	**Pricing (VAT Excl)**	**VAT**	**Total**	**Frequency**
Mobile Terminal Rental (Includes two simcards)	R 480.00	R 72.00	R 552.00	Per month / Per terminal
Desktop ICT IPP devices including communications	R 420.00	R 63.00	R 483.00	Per month / Per terminal
Insurance Value (For Merchant Account)	R 7000.00	R 1050.00	R 8050.00	Per terminal

Other Costs	
Consumables – tally rolls	FREE if FNB banked
Installation	FREE
24 hour Call Centre Support	24 hour support (087 575 0012)
Onsite Technical Support	24 hour availability

All pricing detailed above excludes Value-Added Tax ("VAT") and includes SARB Interchange Rates. (Please refer to the attached addendum on (Page 3) which provides the Transaction Type, Definition and SARB Interchange Rate).

The Bank offers a personalised Merchant commission rate that is linked to the Interchange Rates. The Merchant's personalised commission rate will fluctuate in relation to the type of Transaction the Merchant processes, and in accordance with the Interchange Rates prescribed by the South African Reserve Bank ("SARB"). The amounts quoted in terms of the pricing are subject to pricing reviews. If a change in the scope or pricing of the Acquiring Services and products is required during the term of the Merchant Agreement, an appropriate adjustment to the fees and charges will be made and communicated to George Municipality

In addition to the terms proposed above, FNB is pleased to offer the following value adds to *George Municipality:*

- **Free supply of tally rolls**, for FNB banked clients, to be used in FNB POS devices only, for the duration of the relationship with FNB
- **No** Installation or Set up fees
- First month's Minimum Merchant Fee – **Free of Charge**
- 1 Month **free** rental
- **Merchant Analytics**- access the Speedpoint banking totals in your banking account via our FNB Online Banking profile;

Functionalities:

- **Retail:** All our POS devices accept **Debit, Credit** and **Cheque cards** for **MasterCard, VISA, American Express and Diners Club** (A separate agreement must be signed with Amex and Diners)
- All our POS Devices are EMV and PCI compliant

Service Delivery:

- **A 24Hour National Call Centre and sector-focused Help Desk: 087 575 0012**
- Dedicated Fraud support line and free fraud training
- 24/7 system monitoring and merchant notifications
- On-site technical support
- FNB is the best performer when considering transaction routing and authorising – merchant service up time – and customer experience at till

Kindly note that the merchant statement reflects *George Municipality* latest and most up to date Schedule of Fees and Charges. The reviewed pricing arrangement will supersede and replace any previously agreed pricing and Schedule of Fees and Charges.

The rights and obligations of the Parties (*FNB Merchant Services and the merchant*), in respect of the Acquiring Services and products delivered by FNB Merchant Services to *George Municipality* are set out in the Terms and Conditions of the Merchant Agreement which are available on the FNB website. A copy thereof can also be obtained from the Merchant Services National Call Centre: 087 575 0012. We trust this meets with your approval and look forward to being your preferred Acquiring Bank.

Please do not hesitate to contact me on 083702 2068 should you have any questions.

		SARB Interchange (Excl VAT)	
Transaction Type	**Definition**	**Debit Card**	**Credit Card**
Card Present Base Rate Card-present purchase (issuer and acquirer EMV compliant)	This includes the processing of all automated and manual card present debit - and credit card-based purchase transactions, where the acquirer and issuer are either both EMV enabled (chip capable) or both EMV non-enabled (unable to process chip card transactions)	0.44%	1.48%
Acquirer EMV Enabled Card-present purchase (only the acquirer is EMV compliant)	A "card-present" transaction where a magnetic stripe card (no chip and pin) is used at an EMV enabled (chip and pin capable) terminal	0.36%	1.41%
Issuer EMV Enabled Card present purchase (only the issuer is compliant)	A "card-present" transaction where an EMV card (chip and pin) is used/dipped on a Non- EMV-enabled terminal (the terminal is unable to process chip card transactions)	0.52%	1.55%
Card Not Present Base Rate Card-not-present purchase (issuer and acquirer is 3D secure compliant)	This include the processing of all "card not-present" debit-and credit-based purchase transactions, where the acquirer and issuer are either both 3D-Secure enabled or both non- 3D-Secure-Enabled)	0.58%	1.68%
Issuer 3D Secure Card-not-present purchase (only the issuer is 3D secure compliant)	A "card-not-present" transaction where the issuer requests 3D-Secure authentication and the Merchant eCommerce site is unable to apply the 3D-Secure authentication method and security protocols	0.78%	1.92%
Acquirer 3D Secure Card-not-present purchase (only the acquirer is 3D secure compliant)	A "card-not-present" transaction where the issuer does not request 3D-Secure authentication and the Merchant eCommerce site is able to apply 3D-Secure authentication method and security protocols	0.38%	1.45%

FNB Fleet Services Pricing (Pre-Paid Cards)				
Description	**Price (Excl Vat)**	**Vat**	**Price (Incl Vat)**	**Frequency**
Administration fee: Pre-Paid Card	R58.31	R 8.75	R 67.06	Per card per month
Online reporting system	Free			Free
Transaction fee: fuel, oil and repair transactions	R 4.65	R 0.70	R 5.35	Per transaction
Lending rate	0.00% (pre-paid cards)			

Conditions to Pricing:

- This quote is based on 50 vehicles.
- The quoted pricing is valid for 90 days.
- The quoted pricing is not subject to the facility being assessed and approved.
- The quote provided to you is based on our current pricing policies as well as your financial position at the time of quoting. Should there be a delay in the conclusion of your contract, FNB Fleet reserves the right to adjust our quote at our discretion.
- FNB Fuel Card Master Agreements and Facility Letter to be signed upon award

Thank you for this opportunity to present our proposal to you. We look forward to partnering with you and delivering a solution that will add value to your business.

Disclaimer

This document is provided on the basis that the information contained herein will be regarded and treated as confidential. It is not to be delivered nor shall its contents be disclosed to anyone other than the entity to which it is being provided.

Pricing:

Travel Lodge				
FNB Credit Card				
Key Product Charges				
Description: Flat Fee	**Pricing (VAT Excl.)**	**VAT**	**Total**	**Frequency**
Business Lodge Card	R 0.00			Per month

Please refer to Travel Card Facilities on pages 77 to 78 of the proposal.

Secondary Pricing

Corporate Current Accounts Key Account Charges				
Description	**Pricing (VAT Excl.)**	**VAT**	**Total**	**Frequency**
Cheques Issued/General Debits[1]				
Issue of bank cheque	R 113.04	R 16.96	R 130.00 (One hundred and thirty rand)	Per item
*The South African Reserve Bank (SARB) regulations prohibit Banks from accepting or processing cheques exceeding the amount of R50 000.00 per cheque. This amount is the cheque item limit as at date of this letter, and the cheque item limit will change from time to time without prior notification to you. Please contact FNB for information on the latest cheque limit before you draw or accept a cheque. [2]The cheque book fees quoted do not apply to specially or privately printed cheque books. Quotations must be obtained before ordering these cheque books.				
Cheque Issued > R 50 000	According to SARB regulation, cheques exceeding this threshold will not be processed or accepted. Threshold may be reviewed, subject to SARB regulations.			Per item
Cheques (per cheque or item)				
Stop payment (Cheques and Debit Orders)				
• Online Banking	FREE			Per request
• Telephone Banking	R 21.74	R 3.26	R 25.00 (Twenty five rand)	Per request
• Branch and Telephone Banking (agent assisted)	R 65.22			R 9.78
Cheque book (FNB format)				
• 200 forms	R 0.00			Per cheque book
• 40 forms	R 0.00			Per cheque book
• Corporate continuous format cheques	Available on Reques[4]			
• Courier cost for Cheque Book Delivery	R 260.00	R 39.00	R 299.00 (Two hundred and ninety nine rand)	Per cheque book
Return of outward unpaid cheque (Usually marked "Refer to Drawer") Minimum per item unpaid	R 0.00			Per item
Return of outward unpaid unpaid debit orders - "Refer to Drawer"	R 0.00			Per item
Return of outward unpaid cheque or debit order other than "Refer to Drawer"	R 0.00			Per item
Post-dated cheques	R 130.43	R 19.57	R 150.00 (One hundred and fifty rand)	Per item
Minimum monthly service fee	R 82.61	R 12.39	R95.00 (Ninety five rand)	Per account per month

[1] The South African Reserve Bank (SARB) regulations prohibit Banks from accepting or processing cheques exceeding the amount of R50 000.00 per cheque. This amount is the cheque item limit as at date of this letter, and the cheque item limit will change from time to time without prior notification to you. Please contact FNB for information on the latest cheque limit before you draw or accept a cheque. [2]The cheque book fees quoted do not apply to specially or privately printed cheque books. Quotations must be obtained before ordering these cheque books.

Corporate Current Accounts				
Key Account Charges				
Description	Pricing (VAT Excl.)	VAT	Total	Frequency
Cash Withdrawals				
Encashment at designated branches (F105)				
Encashment where no encashment facility is held	R74.00 & Service Fee (Min R30.00) & Cash Handling Fee			
Cash handling fee per R100 – Branch (over the counter cash withdrawals via Cheque or Card) :- (minimum\base fee & fee per R100 or part thereof)	R 0.0			
Per subsequent facility establishment and every 6 months thereafter	R 188.70	R 28.30	R217.00 (Two hundred and seventeen rand)	Per establishment
Per amendment	R 188.70	R 28.30	217.00 (Two hundred and seventeen rand)	Per amendment
Encashment at designated branches (F105) First Facility	R 0.00			Per encashment
Cash Withdrawals at own branch				
Min Amount	R 0.00			Per encashment
Per encashment	Cheque Service Fee (Min R30.00) Plus Cash Handling Fee			Per encashment
Cash handling fee per R100 - Bulk Centre – ordered from cash centre and delivered per site by cash-in-transit (minimum\base fee & fee per R100 or part thereof)	R 0.00			Per encashment
Deposits				
Mixed Deposits (Deposits containing Cash and Cheques) - Bulk Cash deposits and Cash Service Centres	Cheque deposit fee + Cash deposit fee applicable to bulk deposits			R 0.00
Mixed Deposits (Deposits containing Cash and Cheques) - Branch	Cheque deposit fee + Cash deposit fee applicable to branch deposits			R 0.00
BDA - Bulk Deposit Acceptor	Same as ATM with Deposits Fee			R 0.00
Return of unpaid cheques & Excl. tel & fax charges unless otherwise negotiated (inward unpaid)	R 0.00			Per deposit
Cash Deposits – Bulk and Cash Service Centres (minimum\base fee & fee per R100 or part thereof)	R 0.00			Per deposit
Cash Deposit – Branch (minimum\base fee & fee per R100 or part thereof)	R 0.00			Per deposit
Cheque Deposits: Cheque value exceeding R50 000	According to SARB regulation, we are not allowed to process or accept these cheques – From 1 May 2020, we will not be allowed to accept cheques exceeding R 50 000.00 in value			
ATM with Deposits - (minimum\base fee & fee per R100 or part thereof)	R 0.00			Per deposit
Cheque Deposits: Cheque deposit (per deposit, at Branch, Bulk or ATM with Deposits)	R 0.00			Per deposit

Corporate Current Accounts				
Key Account Charges				
Description	Pricing (VAT Excl.)	VAT	Total	Frequency
Deposit charges (per cheque or item)				
ENC (Effects Not Cleared) Upliftment Fee	R105.00 per R 10 000.00 uplifted or part thereof (Min R538.00), Max R5 380.00			Per deposit
Special clearance (issuing and receipting)	R 278.26	R 41.74	R 320.00 (Three hundred and twenty rand)	Per deposit
Special presentation (plus mileage and costs where applicable)	R 227.83	R 34.17	R 262.00 (Two hundred and sixty two rand)	Per deposit
* Deposit books : Referenced deposit books (pre-printed with account name, number, branch code & reference)	R 39.13	R 5.87	R 45.00 (Forty five rand)	Per deposit
* Deposit books: MICR Encoded (pre-printed with account number only)	R 39.13	R 5.87	R 45.00 (Forty five rand)	Per deposit
The deposit book fees quoted do not apply to privately printed deposit books. Quotations must be obtained before printing				
Deposit books : Special deposit book	Available on Request			
Deposit books: Personalized deposit books (pre-printed with account name, number and branch code)	R 39.13	R 5.87	R 45.00 (Forty five rand)	Per deposit
Incident Fee – Deposit Incident Fee				Per deposit

Corporate Current Accounts Key Account Charges				
Description	Pricing (VAT Excl.)	VAT	Total	Frequency
Other Banking Services				
Letters to the embassies for Visa application (Letter issued free if Forex is purchased through FNB) - Online Banking Enterprise	R 0.00			Per item
Confirmation of account - Online Banking Enterprise	R 0.00			
Manual account verification (FNB Accounts only)	R 37.39	R 5.61	R 43.00 (Forty three rand)	Per item
Debit Orders : External	Cheque Service Fee with a Maximum of R19.00			Per item
Debit Orders : Internal	R 3.51	R 0.53	R 4.04 (Four rand four cents)	Per item
Internal Debit Orders refers to debit orders collected by FNB Card, FNB Homeloans, Wesbank, FNB Loans and FNB Funeral Cover				
Auditor Reports / Bank Codes / Confirmation / Certificate of Balance/ Letters				
Auditor reports : Up to 10 accounts per Legal Entity	R 886.96	R 133.04	R 1 020.00 (One thousand and twenty rand)	Per item
Auditor reports : Up to 50 accounts per Legal Entity	R 1 504.35	R 225.65	R 1 730.00 (One thousand seven hundred and thirty rand)	Per item
Bank Codes : Full general (per report)	R 138.26	R 20.74	R 159.00 (One hundred and fifty nine rand)	Per item
Bank Codes : Normal – 24 Hours	R 92.17	R 13.83	R 106.00 (One hundred and six rand)	
Auditor reports : More than 50 accounts per Legal Entity	R 2 200.00	R 330.00	R 2 530.00 (Two thousand five hundred and thirty rand)	
Confirmation/Certificates of balance (per account)	R 56.52	R 8.48	R 65.00 (Sixty five rand)	
Per mandate amendment (per mandate per account)	R 46.09	R 6.91	R 53.00 (Fifty three rand)	
Letters of Good Standing	R 152.17	R 22.83	R 175.00 (One hundred and seventy five rand	
Letters to the embassies for Visa application (Letter issued free if Forex is purchased through FNB) - Branch	R 65.22	R 9.78	R 75.00 (Seventy five rand)	
Manual scheduled payments : Capture of original instruction	R 15.65	R 2.35	R 18.00 (Eighteen rand)	
Manual scheduled payments : Amendment	R 15.65	R 2.35	R 18.00 (Eighteen rand)	
Manual scheduled payments : Payment transaction fee	R 8.52	R 1.28	R 9.80 (Nine rand eighty cents)	
inContact - PRO	R 14.91	R 2.24	R 17.15 (Seventeen rand fifteen cents)	
Bank Codes : Out of territory (cross border where available)	R 100.87	R 15.13	R 116.00 (One hundred and sixteen rand)	

Corporate Current Accounts				
Key Account Charges				
Description	Pricing (VAT Excl.)	VAT	Total	Frequency
Bank Codes : Same day	R 109.57	R 16.43	R 126.00 (One hundred and twenty six rand)	
Debit Orders : Scheduled payment	R 8.52	R 1.28	R 9.80 (Nine rand eighty cents)	
Debit Orders : Scheduled transfer	R 3.51	R 0.53	R 4.04 (Four rand four cents)	
Confirmation of account/signatories - Branch	R 23.04	R 3.46	R 26.50 (Twenty six rand fifty cents)	
Manual Payment & Transfers (Including Manual Target Balancing)				
Branch and telephone banking (Agent Assisted)	R 65.22	R 9.78	R75.00 (Seventy five rand)	Per item
Manual payments, transfers and sweeping	R 569.13	R 85.37	R654.50 (Six hundred and fifty four rand fifty cents)	Per item
Manual payments, transfers and sweeping - After 14h00 (penalty fee)	R 669.57	R 100.43	R 770.00 (Seven hundred and seventy rand)	Per item
Manual recall/reversal – including debit order reversals (best effort basis)	R 669.57	R 100.43	R 770.00 (Seven Hundred and seventy seven rand)	Per item
Same day payments – participating banks only	R 612.17	R 91.83	R 704.00 (Seven hundred and four rand)	Per item
Manual payments, transfers and sweeping - To GL accounts (internal sweeping)	R 74.61	R 11.19	R85.80 (Eighty five rand eighty cents)	
Queries[2]				
Queries on deposits (deposited at FNB branches, correctly captured by FNB branch network, per deposit) Copies of documents (originally supplied with statements i.e. cheques and debit vouchers per document)				
Transaction Queries				
• Dated less than 3 months			R 0.00	Per item
• Older than 3 months			R 0.00	Per item
• Confirmation of entry	R 16.20	R 2.43	R18.63 (Eighteen rand and sixty three cents)	Per entry
Deposited at FNB branches, correctly captured by FNB branch network, per deposit. Copies of documents (originally supplied with statements i.e. cheques and debit vouchers per document)				

Corporate Current Accounts				
Key Account Charges				
Description	Pricing (VAT Excl.)	VAT	Total	Frequency
Statements				
Statements in CSV Workable format	R 15.36	R 2.30	R17.66 (Seventeen rand and sixty six cents)	Per item
*Service not yet available				
Statement recreates	R 15.45	R 2.32	R17.77 (Seventeen rand and seventy seven cents)	Per statement page
Unpaid images to be e-mailed	R 120.86	R 18.13	R138.99 (One hundred and thirty eight rand and ninety nine cents)	Per E-mail address per month
Daily	R 106.96	R 16.04	R123.00 (One hundred and twenty three rand)	Per item
Fortnightly	R 21.74	R 3.26	R25.00 (Twenty five rand)	Per item
Monthly/Quarterly	R 10.63	R 1.60	R12.23 (Twelve rand and twenty three cents)	Per item
Weekly	R 44.35	R 6.65	R51.00 (Fifty one rand)	Per item
Email current month's statement (PDF)	FREE			
Cheque imaging in Branch	R 26.78	R 4.02	R30.80 (Thirty rand and eighty cents)	Per image
Cheque voucher return	R 66.96	R 10.04	R77.00 (Seventy seven rand)	Per account
Domestic Current Account				
Commitment Fee on Unutilised Facilities	3.00%			
Debit Interest Rates	Prime rate			
Credit Interest Rates	Prime Linked (Prime – 5.00%)			
Penalty Interest – Charged on the amount in excess of agreed facilities (Not applicable to NCA accounts)	3.0000% p.a.			
Referenced Deposit Fee				
Generic loading set-up or amendments fee	As per Quote			
High volume file upload (per line item)	R 0.00			
Reference Validation Transaction Fee: Electronic channels	R 0.00			
Reference Validation Transaction Fee: Over the Counter	R 0.00			
Reference Validation Transaction Fee: Electronic channels – other banks	R 0.00			

Corporate Current Accounts				
Key Account Charges				
Description	Pricing (VAT Excl.)	VAT	Total	Frequency
Delivery Fee				
Delivery – statements and other documents	R 92.85	R 13.93	R106.78 (One hundred and six rand and seventy eight cents)	Per delivery
Stockbroker Special Pricing				
Standard payment (FNB-on-FNB payment, Sweeping, margin, Non-residential cross over)	R 80.55	R 12.08	R 92.63 (Ninety two rand sixty three cents)	Per delivery

Online Banking Enterprise			
Option 4			
Transaction Fee			
Subscription Fee	R 0.00		
Financial – transfers, un-nominated payments, nominated payments and collections			
Flat Fee	**Pricing (VAT Excl) SDV & 1 Day**	**VAT**	**Pricing (VAT Incl) SDV & 1 Day**
Debits (Collections)			
• Fee per transaction	R 0.00		
• Collection volume threshold	500 000		
• Fee below collection volume threshold	R 0.00		
• 2 Day	R 0.00		
Credits (Payments)			
• Fee per transaction	R 0.00		
• Payment volume threshold	500 000		
• Fee below payment volume threshold	R 0.00		
• 2 Day	R 0.00		
Transfers will be charged at a maximum of R4.20 or at the lower transaction fee as per above R 0.00 (IGT's)			
Pay and Clear Now			
▪ Payments > R5 million	R 52.17	R 7.83	R 60.00 (Sixty rand)
▪ Payments < R5 million	R 55.65	R 8.35	R 64.00 (Sixty four rand)
▪ Payments < R5 million (*RTC participants)	R 41.30	R 6.20	R 47.50 (Forty seven rand fifty cents)
Collections unpaid items	R 2.56	R 0.38	R 2.94 (Two rand ninety four cents)
Service fee – contra transactions	R 2.90	R 0.44	R 3.34 (Three rand thirty four cents)
Enquiry Non-financial			
Transactional history enquiries, balance enquiries, scheduled exports of transaction history, restoring of archived/deleted batches and stop cheque enquiries, transaction detail search and search recipients payment history	R 1.56	R 0.23	R 1.79 (One rand seventy nine cents)

** When available*
Only for RTC participants – ABSA, FirstRand Bank, Nedbank, Standard Bank SA, Capitec, Bidvest Bank, African Bank.

Online Banking Enterprise			
Option 4			
Transaction fee			
Description	**Pricing (VAT Excl.)**	**VAT**	**Pricing (VAT Incl.)**
Monthly Access Fees			
Access for 8 users	R 31.30	R 4.70	R 36.00 (Thirty six rand)
Access for the next 10 users (3-12 users) - per user	R 48.70	R 7.30	R 56.00 (Fifty six rand)
Access for each subsequent user (>12 users) - per user	R 33.04	R 4.96	R 38.00 (Thirty eight rand)
Collections modular fee	R 521.74	R 78.26	R 600.00 (Six hundred rand)
Delivery mechanism of selected data by FTP or Xcom	R 208.70	R 31.30	R 240.00 (Two hundred and forty rand)
Cash Management			
Cash management fee	R 806.96	R 121.04	R 928.00 (Nine hundred and twenty eight rand)
Cashman reports per scheduled export	R 16.52	R 2.48	R 19.00 (Nineteen rand)
Target balancing transfer	Service Fee		
Specially negotiated target balance transfer fee	R 4.35	R 0.65	R 5.00 (Five rand)
Account Maintenance			
Subsequent restructure	R 1 173.91	R 176.09	R 1 350.00 (One thousand three hundred and fifty rand)
New accounts per account loaded	R 184.35	R 27.65	R 212.00 (Two hundred and twelve rand)
Statements			
Historical statements per account by email (last 12 statements free)	R 6.09	R 0.91	R 7.00 (Seven rand)
Scheduled exports of interim and final statements per account per month:			
• 15 Minutes	R 212.17	R 31.83	R 244.00 (Two hundred and forty four rand)
• Hourly	R 104.35	R 15.65	R 120.00 (One hundred and twenty rand)
• Daily	R 48.70	R 7.30	R 56.00 (Fifty six rand)
• Weekly	R 21.74	R 3.26	R 25.00 (Twenty five rand)

Online Banking Enterprise			
Option 4			
Transaction Fee			
Description	**Pricing (VAT Excl.)**	**VAT**	**Pricing (VAT Incl.)**
Data Storage			
Transaction history/statements, Storage of transfers, un-nominated, nominated payments and collection batches			
• Data storage modular fee – 90 days, 120 days, 150 days, 180 days (180 days only applicable to transaction history/statements)	R 108.70	R 16.30	R 125.00 (One hundred and twenty five rand)
Prepaid Purchases*			
Prepaid Electricity Purchases	R 2.26	R 0.34	R 2.60 (Two rand sixty cents)
* Prepaid Cellular Purchases	R 2.26	R 0.34	R 2.60 (Two rand sixty cents)
* Traffic Fines Payments	R 2.26	R 0.34	R 2.60 (Two rand sixty cents)
*Service Not Available			
Other Non-Financial Transactions			
Notification by Email	R 0.83	R 0.12	R 0.95 (Ninety five cents)
Notification by SMS	R 1.23	R 0.19	R 1.42 (One rand forty two cents)
Payment notification by Fax	R 6.96	R 1.04	R 8.00 (Eight rand)
Account verification Batch (per item)	R 3.55	R 0.53	R 4.08 (Four rand eight cents)
Account verification Real-time	R 3.08	R 0.46	R 3.54 (Three rand fifty four cents)

Online Banking Enterprise			
Option 4			
Description	**Pricing (VAT Excl.)**	**VAT**	**Pricing (VAT Incl.)**
Other Fees			
Reversal of processed EFT (successful or unsuccessful)	R 272.17	R 40.83	R 313.00 (Three hundred and thirteen rand)
Query of a disputed item	R 272.17	R 40.83	R 313.00 (Three hundred and thirteen rand)
Query fee per transaction older than 3 months	R 107.83	R 16.17	R 124.00 (One hundred and twenty four rand)
Reactivation per administrator (Administrators may reset users' passwords at no fee. Re-activation of Administrators' passwords by FNB attracts a fee)	R 0.00		
Deletion of stop payment for cheques	R 7.58	R 1.14	R 8.72 (Eight rand seventy two cents)
Download of detailed user report	R 7.58	R 1.14	R 8.72 (Eight rand seventy two cents)
Accession document completion for additional account linking to existing profile per entity	R 148.70	R 22.30	R 171.00 (One hundred and seventy one rand)
Recipient maintenance done by FNB Online client support: (adding, maintaining, deleting)			
• Per recipient	R 31.30	R 4.70	R 36.00 (Thirty six rand)
• File upload	R 469.57	R 70.43	R 540.00 (Five hundred and forty rand)
Initiation of settlement limit changes per request	R 120.00	R 18.00	R 138.00 (One hundred and thirty eight rand)

CHEDULE TWO
SERVICE SCHEDULE

This Service Schedule describes the Services and products which the Bank will provide to the Client and defines the Bank's Service and product support responsibilities towards the Client. This Service Schedule also covers operational Service delivery issues and relevant communication processes (ie. contact details and query handling processes).

The Parties will review this Service Schedule as and when the need arises and will amend this Service Schedule accordingly with any agreed material changes. The latest version of this Service Schedule signed by both Parties will apply at all times.

A. Specific Services for Banking Accounts

	Description of Service Provided	Service/Activity
1.	Opening a Banking Account	• The Bank will open a bank account on receipt of the original and correct account opening documentation signed in accordance with the mandates from the Client and all Financial Intelligence Centre Act 38 of 2001 (**"FICA"**) related documentation. • The Bank will send an e-mail confirming receipt of the instruction to the Client. • The Bank will **email** letter confirming the opening of the account to the Client.
2.	Closing a Banking Account	• The Bank will close a Client bank account on receipt of an original instruction (letter) from the Client signed by the authorised signatories of the Client instructing the Bank to close the bank account and instructing the Bank on how to deal with the proceeds of the account. • The Bank will send an e-mail confirming receipt of the instruction to the Client. • The Bank will remove the account from the Client's banking profile and send a confirmatory e-mail to the Client attaching a pro-forma letter that advises that the account has been removed from the Client's profile.
3.	Updating (not removing) of signatories on Client mandates	• The Bank will update a signatory on a mandate on receipt of the completed and correct mandate form, original letter of instruction and required FICA documentation. • The Bank will send an e-mail confirming that the mandate has been updated to the Client.
4.	Delivery of Bank Statements	• The Client may select from the FNB Online solutions the most appropriate statement option and determine intervals to receive such statements.

5.	Relationship Team	• The Bank will provide the Client with **a dedicated** relationship manager and team. • The relationship manager will be responsible for change management. • In addition to the above, the relationship manager will have the following responsibilities: o Guide the Client towards effective banking strategies and channel optimisation options o Support the Client in resolving queries. o Be the key point of contact between the Client and the Bank. o Share with the Client on to reduce the cost of banking when becoming aware of better channel utilisation and reduce risks where possible o Assist and share with the Client best options for executives on their foreign travel foreign exchange options like the Cash Passport.
6.	Query Resolution Includes unallocated funds, incorrect cheques, post-dated cheques, etc.	• The Relationship team will track and escalate queries to which they have been included. • The Bank will respond to the Client on the query and providing feedback on the status of the query. • The Bank will provide the Client with a query log showing open queries, closed queries and escalated queries. • The query log will be discussed at the operational meetings. • All queries must be sent via email (in writing with supporting evidence and documents) to the dedicated relationship team: • The Bank will send to the Client an e-mail confirming receipt of the query.

B. Specific Services for Transactional Banking Services

	Description of Service Provided	**Service/Activity**
1.	Unidentified Transactions/ Referencing Items on Bank Statements	• The Client will e-mail the query to the Bank. • The Relationship Team will acknowledge the email and other departments within the Bank will send the Client an automated reference number should that type of query be forwarded to a query resolution team directly.
2.	Incorrect Capturing by the Bank of Cheques	• The Client will send the query with proof of query to the Bank on the query template in order for the Bank to assist in resolving the query.
3.	Post-dated Cheques Accepted Erroneously by the Bank	• The Bank will provide the Client with an email of notification and where possible a scanned copy of the cheque in question.

	Description of Service Provided	Service/Activity
4.	Unauthorised Debit Orders	• If an unauthorised debit order is processed on the Client's account, the Client's mandated representatives will notify the Bank thereof in writing and will provide the Bank with a specific written instruction to reverse same. The Bank will act upon such specific written instruction and will reverse the debit order, subject at all times to the Bank's rules regarding verification and mandates, debit order reversals, notification periods and all other applicable product terms and conditions of use. • Debi-check and debit Order forms to be completed and the official debit order regulations apply.
5.	Ordering of Cheque Books	• Please place orders for standard cheques books with your dedicated account team in writing and all costs are for the client's account. • Privately Printed Cheques to be ordered directly with the Approved Printer that the Client has elected to make use of.
6.	Ordering of Deposit Books	• Please place orders for standard deposit books with your dedicated account team in writing and all costs are for the client's account. • Where Clients elect to make use of own Deposit Slips, kindly forward to the Relationship Team to establish acceptance of the unique deposit slip with the local branches as well as the FNB Cash Centres.

C. Specific Services for Online Banking

	Description of Service Provided	Service/Activity
1.	Lifting of Limits (within the approved facility)	• **Online Settlement Limits:** The Bank will consider and process the Client's application for Online settlement limits on receipt of an instruction from the Client containing the following information: 1. Account Number 2. Amount 3. From date 4. To date. 5. User Codes • **PACS transaction:** • **Exceeded Item Limits:** The Client will send a letter of instruction at least 3 (three) hours before the cut-off time and call on the Relationship Team to action urgently. • **Exceeded Aggregate Limit:** All transactions causing the excess in the aggregate limit will be held "Pending Authorisation". This is monitored by the Bank's credit and risk department. On receipt of the excess notification, the Client must contact the Support Centre, or the Relationship Manager for Online Banking, at least **3 (three)** hours before cut-off time, for authority to accept the excess. Once authority has been received, the transactions are authorised and processed in the normal manner. The Bank will advise the Client on whether the excess has been authorised.

	Description of Service Provided	Service/Activity
2.	Online Banking Platform Failure and Client System Failures	• Online Banking Platform Failure: In the event of total FNB Online failure, the Online systems would also be off at the Bank for FNB Staff and thus manual payments cannot be processed. 1. In the event of any regional disaster, the Bank's Business Continuity Plan will come into effect and the Relationship Team will advise on the impact as soon as it has been assessed. 2. In the event of a disaster at the Client, the Client to advise the relationship team as soon as possible of the nature and impact and whether any new processes should be followed. 3. In cases where the Bank may be in a position to assist with manual payments from an FNB account holder to other FNB accounts, this can only be considered based on the actual request at the time.
3.	Password Re-Sets for Client Administrators	• The process is set out in the Online Banking Manual.
4.	Account Verification	• Online verification is set out in the Online Banking Manual.
5.	Unpaids	• The Bank will automatically generate the EF 70 report (unpaid report). Copies of the EF 70 report will be generated and made available to the Client's nominated representatives immediately after receipt of the unpaid notification. • Unpaid notifications are supplied as and when the respective banks unpay the specific transactions.
6.	Recalls (before money is deposited into a recipient account)	• The Bank will do a best effort to recall a transaction on a written instruction from the Client. The Client will provide this instruction to the Bank before 12h00 on the day before payment is due to be made. The Bank cut-off time for recalls is 14h45 on the day before the payment is due to be made. The Client instruction must contain the following: 1. User Code 2. Department's name 3. Generation Number 4. Recipient Number 5. Correct Amount 6. Correct Account Number 7. Creation Date of the Payment Run. • The Bank will send an e-mail confirming receipt of the instruction to the Client. • The Bank will send an e-mail confirming that the recall was received to the Client.
7.	Reversals (after money is deposited into a recipient account and the Client requests a reversal of payment)	• The Bank will use its best efforts to action a request to reverse a payment. If the recipient accountholder has not consented to the reversal, the Bank cannot action a request for reversal. • The Bank will only be able to action a request for reversal without the recipient's consent if there was a Bank system error that resulted in the payment.

D. Online Maintenance Services (Technical Support Services)

Description of Service Provided	Service/Activity
Maintenance Services (Technical Support Services)	• The Bank will provide the Client with maintenance services which are in effect technical support services. • For Online Banking Enterprise, support will be provided via telephone or email. • **Call Logging**: the logging of requests for system support services is as follows: o The Client identifies and prioritises the problem; o The Client places the call to the Support Centre on contact number 087 575 0000. When supporting documents are forwarded to the Online Support Centre to the email onlineclientsupport@fnb.co.za, the email to be copied to the relationship team.
	Faults reported will be classified in accordance with the following categories: The Bank will provide the following services: • **Support Centre Service:** Performed at the Bank's location and includes telephone or other remote means of assistance to help the Client identify problems with the system. • **Error Correction Service:** This service is provided when the Client reports a suspected error or malfunction, in accordance with procedures agreed between the Client and the Bank. The Bank will make reasonable efforts to correct errors reflecting significant deviations from the agreed functional specifications for the current release of the system. • **System Maintenance Release Services:** This service provides for incremental enhancements, error corrections and maintenance releases that the Bank develops or provides from time to time. • **System On-Call Support:** Comprises on-site support of the system should a service call remain unresolved after it has been logged with the Support Centre. The Client will perform the problem diagnostic routines prescribed by the Bank before any Bank technician is sent to the site. Assistance covers diagnosis and identification of suspected errors and malfunctions and implementation of resolutions. Escalation outside normal guidelines can be invoked at any time provided sufficient grounds exist e.g. repeated failures. **Call Closure Logging:** • Once the problem is resolved and normal operations have resumed at the Client site, the Bank technician will contact the Support Centre and provide the resolution text and thereby officially close the call. • If a change request must be raised to fix the problem, the technician will close the support call logged at the Support Centre and will raise a change request.

Description of Service Provided	Service/Activity
	• If the Client requires certain reports relating to calls logged, the Client may at any time direct this request to its Key Account Manager who will communicate this request to the Digital Portfolio Manager.

E. Specific Services for Forex Payments

	Description of Service Provided	Service/Activity
1.	Online Requests	• The Bank will provide the requested Forex to the Client.
2.	Manual Requests	• The Bank will provide the requested Forex to the Client provided that the Bank's application form is correctly completed.
3.	Exchange Control Applications to the Reserve Bank	• The Bank will advise the Client on the outcome of the application to the Reserve Bank.
4.	Loading of Beneficiaries	• The Bank will load a beneficiary on receipt of a correctly completed Bank form to which an invoice reflecting the beneficiary's banking details is attached. However, the process where clients load their own Beneficiaries are recommend and advised by the Bank.

F. FNB Merchant Services

SERVICE LEVEL AGREEMENT					
Query	Examples			Recommended resolution time	
Financial:	Reconciliation; reprocessing; refunds/double debits, chargebacks			• 3 working days • 10 working days if query involves debit cards • Chargeback queries are request specific	
Data-ethics:	Change of banking details, BIN file configuration, merchant fees and terminal rental, manual entry, change of address, etc.			• 2 working days for change of banking details • Same day resolution for BIN configuration • All other queries are request specific	
Technical:	**Service Type**	**Priority**	**Type**	**Item**	**SLA (Hours)**
	Service Restoration	Severity 1	Device	Maintenance	4
			Device	Show or Exhibition Terminal	4
		Severity 2	Device	Maintenance	8
			Device	Show or Exhibition Terminal	8
		Severity 3	Device	Maintenance	16
			Device	Show or Exhibition Terminal	16
	Note: Below SLA hours are target date dependent with a minimum of 16 hours				
	Service Request	Severity 3	Device	Installation	16
			Device	De-Installation	16
			Device	Show or Exhibition Terminal	16
			Fulfilment Shipping	Additional Terminal	16
			Fulfilment Shipping	Upgrade	16
			Movement	De-Installation	16
			Movement	Swop Out	16
			Movement	Repair Upgrade	16
			Relationship Support	Merchant Training	16
			Relationship Support	Deliver Supervisor Cards	16
Networks:	Contact the relevant service provider for network-related problems.				
Closure/de-installation	Merchant must provide letter, indicating request for terminal and/or merchant profile closure. For response times, see zone specific table above.				

The logged request will be assigned the relevant severity level as detailed below:

Severity Level	Description
Severity 1	• Merchant Cannot Trade / not able to accept cards at all • Show or Exhibition Terminal – required for current day / next morning
Severity 2	• Merchant can trade / has another backup device / sporadic site instability • Show or Exhibition Terminal – required for next day
Severity 3	• Maintenance – not critical to trade – merchant has other devices in store • Queries: missing transactions from the reports, missing settlement, reconciliation, reprocessing, double debits, Reconciliation reports • Request for new equipment, movement of equipment, stolen equipment • Show or Exhibition Terminal – not current day/next day

A targeted service level resolution time will be provided.

An incident reference number will be provided for tracking purposes.

In the event of inadequate resolution within the SLA, please follow the escalation channels.

Please see below a breakdown of the type of enquiries that should be sent to each mailbox:

MSService@fnb.co.za

This mailbox should be used for:

- Technical queries
- Merchant Data Change
- Merchant Closures
- Statement requests
- Lost / Stolen terminals

MSSpecialisedFinance@fnb.co.za

This mailbox should be used for:

- Financial queries

MSSpecialisedFollowup@fnb.co.za

Calls logged to this box must have a valid reference number

This mailbox should be used for:

- Calls still within SLA but a call status is required
- Follow-up of incidents with reference number

MSSpecialisedEscalations@fnb.co.za

Calls logged to this box must have a valid reference number

This mailbox should be used for:

- Calls where the SLA has been breached
- Calls if not satisfied with resolution given
- Calls if SLA requires fast tracking
- Calls where no feedback has been received

Card Associations

Please contact the relevant Card Association for all Amex, RCS and Diners requirements.

eCommerce Merchants

Please contact the relevant Card Association for all Amex, RCS and Diners requirements.

Request Logging Requirements:

Please take note of the below requirements when logging certain types of requests:

Technical Queries

Please use this description in the subject line:
"TECHNICAL / Name of merchant / merchant number"

Please then include the following information:

- Merchant Number
- Terminal ID Number
- Business trading address
- Merchant contact details
- Detailed description of what the issue is

Financial Queries

Please use this description in the subject line:
"FINANCIAL / Name of merchant / merchant number"

Please then include the following information:

- Merchant Number
- Terminal ID Number
- Merchant contact details
- Slips

Merchant Data Change
(i.e. change of any merchants details on the system)

Please use this description in the subject line:
"CHANGE / Name of merchant / merchant number"

Please then include the following information:

- Merchant Number
- Terminal ID Number
- Merchant contact details
- Merchant's Letterhead with authorized signature
- Request of what needs to be changed

Merchant Closure

Please use this description in the subject line:
"CLOSURE / Name of merchant / merchant number"

Please then include the following information:

- Merchant Number
- Merchant contact details
- Merchant's Letterhead with authorized signature requesting closure.

Appendix 1 to Service Schedule

Relationship Team and Escalation contacts

Relationship Model

The Bank provides value-adding solutions that are tailored to best suit the Client's requirements. A key distinguishing factor of the Bank is its quality customer relationship and service orientation. The Client will be assigned a dedicated **Account Executive (AE), namely Morné Potgieter**, to manage the overall relationship with a strong focus on the service as provided. The table below outlines the relevant key individuals incorporated into the Relationship Model.

The relationship team is situated at:

FNB Business (Public Sector)
C/O Private Clients
Church Corner Building
Corner Church and Courtenay Street
George
6529

Relationship Team Escalation and Contact Details:

Escalation Level	Contact Person	Contact Details
First Contact	**Account Executive Assistant** Carmilla Wyngaard	Telephone: 087 335 6422 Email: cwyngaard@fnb.co.za
Second Contact	**Account Executive** Morne Potgieter	Telephone: 087 312 4822 Mobile: 076 829 7501 Email: morne.potgieter@fnb.co.za
Third Contact	**Provincial Head** Anrie Spangenberg	Telephone: 087 730 7233 Mobile: 082 564 5933 Email: aspangenberg@fnb.co.za

FNB Online Escalation and Contact Details:

Escalation Level	Contact Person	Contact Details
First Contact	FNB Online Support Centre	Telephone: 087 575 000
Second Contact	**Digital Portfolio Manager** Jan Jordaan	Mobile: 073 066 6692 Email: jordaanj1@fnb.co.za
Third Escalation	Refer back to Relationship Team	

FNB Closest Branch Contact Details:

Escalation Level	Contact Person	Contact Details
First Contact	Relationship Team	As above
Closest Branch	**FNB George Branch** **Branch Manager** Nicolene Fourie	Telephone: 087 345 6510 Email: nfourie@fnb.co.za FNB George Branch 99 York Street ERF 8078
Next Escalation	Refer back to Relationship Team	

FNB Merchant Services Escalation and Contact Details:

Escalation Level	Contact Person	Contact Details
Regional Sales	**Sales Consultant** Carol Greyvenstein	Telephone: 087 736 2224 Mobile: 083 7022 068 Email: CGreyvenstein2@fnb.co.za
Authorisation Centres	Direct National Contact Centre	Telephone: 087 575 0012 (Option 1)
Merchant Acquiring Fraud	During office hours and After office hours	Telephone: 087 575 0012 (Option 5)
First Contact	FNB Merchant Services Support Centre	Telephone: 087 575 0012 (Option 2)
First Escalation	**Sales and Service Manager** Robbie Stander	Telephone: 0877362223 Email: msservice@fnb.co.za
Second Escalation	**Manager** Thokozani Dlamini	087 736 9045
Third Escalation	**Refer back to Relationship Team**	

FNB International Banking Escalation and Contact Details:

Escalation Level	Contact Person	Contact Details
Regional Sales	**Business Development Manager** Niel McConnell	Telephone:041 394 2509 Mobile: 083 384 7623 Email: niel.mcconnell@rmb.co.za
Forex Online	Direct: National Contact Centre Option 1	0860136739 Mon-Fri 8:00- 17:00 Saturday 8:00 -12:30 Closed on Sundays / public holidays
	During office hours After office hours	
First Contact	Internal Banking Support Centre **FX Support** Michelle Swiegelaar Tania Plato	Telephone: 087 736 5618 Telephone: 087 736 5614

Escalation Level	Contact Person	Contact Details
First Escalation	**Business Development Manager** Niel McConnell	Telephone:041 394 2509 Mobile: 083 384 7623 Email: niel.mcconnell@rmb.co.za
Second Escalation	**eSolutions Specialist** Leonie Lampecht	Telephone: 087 736 5629 Mobile: 071 683 1562 Email: leonie.lampecht@rmb.co.za
First Escalation	**Manager** Lizette Abrahams	Telephone: 087 335 6218 Email:lizette.abrahams@rmb.co.za
Second Escalation	**Refer back to Relationship Team**	

APPENDIX 2 TO SERVICE SCHEDULE

BANKING HOURS FOR EACH OF THE BANKING SOLUTIONS

Operating hours and transaction cut-off times

Client Support

Branch Operating hours:

Weekdays: 09h00 – 17h00
Saturdays: 08h30 – 13h00
FNB Branches only are open on Saturdays and may vary pending their location.
The Head Office is not open on Saturdays or on Public Holidays.

FNB Online Office Hours:

Monday – Friday: 08h00 – 17h00

Transaction Cut-Off Times:

Online Banking Enterprise™		
Payments		
FNB to FNB	Monday – Saturday	20h00
FNB to other banks	Monday – Friday	16h15
	Saturday	10h15
Salaries	Monday – Friday	16h15 **- 1 day prior to pay date**
	Saturday	10h15 **- 1 day prior to pay date**
Intra-day InterBank Payments	Monday – Friday	16h00
	Saturday	10h00
Collections	Monday – Saturday	20h00
FNB to FNB and to other banks	Monday – Friday	16h15
	Saturday	10h00

FNB Online Escalation and Contact Details:

Escalation Level	Contact Person	Contact Details
First Contact	FNB Online Support Centre	Telephone: 087 575 000
Second Contact	**Digital Portfolio Manager** Jan Jordaan	Mobile: 073 066 6692 Email: jordaanj1@fnb.co.za
Third Escalation	Refer back to Relationship Team	