



how can we help you?

First National Bank – a division of FirstRand Bank Limited  
Reg. No. 1929/001225/06  
An Authorised Financial Services and Credit Provider (NCRCP20)  
6<sup>th</sup> Floor, 1 First Place, Simmonds Street, Johannesburg, 2001, South Africa  
Share Investing Call Centre Number: 0875 SHARES  
Website: [www.fnb.co.za](http://www.fnb.co.za)

## FNB SHARE INVESTING MANDATE

The client hereby requests and authorises FNB to open a Share Saver account in the client's name and to act as the client's agent for this purpose only. The client will be bound by this mandate, the terms and conditions of the Share Saver account and for FNB Online and FNB's actions as its agent. Only the client will be authorised to deal with FNB. Instructions originating from other persons, representatives or Financial Service Providers as defined in the Financial Advisory and Intermediary Services Act 37 of 2002 (as amended from time to time) ("FAIS") will not be carried out.

### 1. Interpretation

The following rules will apply when interpreting this mandate, read with the account terms and conditions:

- 1.1. "Business day" refers to the Johannesburg Stock Exchange ("JSE") market hours as specified by the JSE;
- 1.2. "Cash account" refers to the bank account opened in the client's name for all deposits, withdrawals, and/or the settlement of any money in connection with the FNB Share Investing service;
- 1.3. "Portfolio" means all Securities held by the client;
- 1.4. "Nominated transactional account" refers to the client's existing transactional account which will be linked to the Share Investing account.;
- 1.5. "Securities" shall have the meaning given to it in the FMA;
- 1.6. The words "client", "I", "me", "my", "you", or "your" refers to the client. The words "us", "our", "we", "or "FNB" refers to First National Bank, a division of FirstRand Bank Limited (Registration Number 1929/001225/06).
- 1.7. If the client is a legal entity, all references to the first person must be interpreted as referring to a legal entity.
- 1.8. The singular includes the plural and vice versa, unless it is clear from the context that this was not intended.
- 1.9. The words used in this mandate will have the meanings given to them in this mandate, the terms and conditions of the relevant account, or the Financial Market Act, 19 of 2012 ("FMA") and its subordinate legislation (as amended), as the context requires.
- 1.10. This mandate replaces any Share Saver mandate previously concluded between FNB and the client.

### 2. FNB Share Investing Rules

- 2.1. FNB may employ agents to perform any administrative or ancillary services to enable FNB to perform its services under this mandate. FNB will act in good faith and with due diligence in selecting, using and monitoring agents.
- 2.2. FNB can enter into agreements on the client's behalf in order to fulfil its obligations to the client under this mandate and the Share Investing and FNB online platform terms and conditions.
- 2.3. Instructions can be submitted to FNB telephonically or (where relevant), electronically via the FNB online share trading platform. Trading cut-off times will apply. (See below).
- 2.4. The FNB online platform might not be available to all clients. In such case, the client must submit instructions via the Share Investing call centre.
- 2.5. All the client's Securities will be held in the name of FNB Retail Equities Nominees (PTY) Limited registration number 2006/029466/07, on the client's behalf and for their benefit.
- 2.6. FNB may receive a rebate and/or any other financial benefit in respect of Securities.

### 3. Account Rules and Fees

- 3.1. The FNB Share Investing account consists of two separate accounts – a portfolio account and a Cash account.
- 3.2. Investments in the Share Saver account can be initiated by the client via monthly instructions ("scheduled transfer") or via a once off lump sum instruction or both. FNB will not automatically invest any surplus funds in the client's Nominated transactional account into the Share Saver account.
- 3.3. Investments instructions can be submitted manually by the client via the FNB online share trading platform or instructed through the Share Investing call centre.
- 3.4. FNB may collect all income, dividends and other benefits resulting from the client's investments subject to transferring such receipts into the client's Cash account immediately on receiving it.
- 3.5. No dividends will be automatically re-invested by FNB. In order to re-invest dividends, a separate once off instruction has to be submitted by the client via the FNB online share trading platform or the Share Investing call centre.
- 3.6. The client must always have sufficient funds in the cash account in order to buy Securities.
- 3.7. FNB can keep money in a client's Cash account or withdraw the money from the client's Cash account for any of the following:
  - 3.7.1. To give effect to the client's instructions.
  - 3.7.2. To pay for Securities purchased on the client's behalf.

- 3.7.3. To make any other payments as required, including securities-transfer tax, bank charges, monthly fees and any transaction fees.
- 3.7.4. To recover any fees owing to FNB in terms of this mandate.
- 3.7.5. To give effect to any court order or otherwise as required by law.
- 3.8. FNB will charge brokerage and/or other related fees pertaining to the administration and trading of Securities as well as portfolio moves from the client's Nominated transactional account.
- 3.9. FNB will charge a monthly fee to the client's Nominated transactional account. The Nominated transactional account will be debited on the last Business day of every month, with all applicable fees.
- 3.10. All prices are published in the pricing schedule. These prices are subject to change at FNB's discretion. FNB undertakes to communicate all price changes to the client within 90 days as required by FAIS.
- 3.11. Overdrawn accounts:
  - 3.11.1. The client acknowledges that FNB is entitled to set-off any amount owed to FNB under this mandate, against any amount owned by the client. FNB is entitled to debit any account that the client holds with FNB or its affiliates in respect of these fees.
  - 3.11.2. FNB is also allowed to sell the client's Securities in the client's portfolio account in order to cover any debt arising from this mandate.
  - 3.11.3. FNB will only sell Securities from a client's portfolio as per the internal policy to ensure that non-arbitrary and fair decisions are made in this regard.
- 3.12. This account may not be upgraded to another FNB Share Investing account. If the client wishes to move to a different account, the client must disinvest the Securities and close the Share Saver account and open another Share Investing account.

#### **4. Rules for Investing in Securities**

- 4.1. The only Securities that may be purchased using this account are the Ashburton Investments ("Ashburton") , Top 40 and Mid Cap Exchange Traded Funds (hereinafter referred to as "ETF"), (or such other successor-in-title ETF's) in a ratio determined by the Ashburton fund managers from time to time.
- 4.2. FNB will use a licensed JSE member to perform all trading functions.
- 4.3. The Ashburton ETF fund managers will determine the ratio to be invested in the underlying ETF's. The ratio will be determined by the risk profile of the ETF's and may be adjusted from time to time, at the fund manager's discretion. Any changes to the ratios will be communicated to the client.
- 4.4. When the client buys or sells Securities, the client will always buy or sell 1(one) Ashburton Top 40 and 1 (one) Ashburton Mid Cap ETF simultaneously.
- 4.5. FNB undertakes to settle all "buy" and "sell" transactions as per STRATE (Pty) Ltd (Registration number 1998/022242/07) rules.**
- 4.6. The client will at all times be able to view their exact Securities portfolio in the Ashburton Top 40 and the Ashburton Mid Cap ETF's.
- 4.7. The price of a Security will depend on the market-value that applied at the time the trade is executed (at 15:00 on the trading day).**
- 4.8. Information displayed on the FNB online share trading platform (including the prices of Securities) may be delayed.**
- 4.9. FNB can only consider a request to cancel a trade order, if it is a manual instruction that has not yet been submitted to the broker for/trader of such Securities.
- 4.10. When the client chooses to cancel a Ashburton TOP 40 ETF, its corresponding Ashburton MID CAP ETF will also be cancelled, and vice versa.
- 4.11. The client can trade in the following ways:
  - 4.11.1. by placing a manual "buy" instruction, via the FNB online share trading platform or the Share Investing call centre;
  - 4.11.2. by placing a manual "sell" instruction, via the FNB online share trading platform or the Share Investing call centre;
  - 4.11.3. by creating an automatic monthly instruction to be executed via the FNB online share trading platform.
- 4.12. The client's instruction amount must always be equal to or more than the minimum investment amount required.
- 4.13. The minimum investment amount will be determined by the market value of 1 (one) Ashburton Top 40 ETF and 1 (one) Ashburton Mid Cap ETF.
- 4.14. All manual buy/sell Securities trade instructions will be submitted at the best price. FNB will execute a trade, regardless of the price quoted to the client, at the best price that the Securities are or when the best priced Securities become available.
- 4.15. The price of a manual "buy/sell" transaction will differ from a monthly investment instruction transaction.
- 4.16. All "sell" instructions shall be considered a delayed trade for the purpose of calculating fees on a "sell" instruction. This is applicable even if a "sell" instruction is placed on the 1st trading day of the month.
- 4.17. Manual buy instructions will be invested in the Ashburton Top 40 and Mid Cap ETF's.
- 4.18. The client acknowledges that it is aware of the different types of Securities trade instructions that can be submitted to FNB and the implications thereof. These implications are explained below.
- 4.19. "Once- off investment " instructions:
  - 4.19.1. Where relevant, the client can provide FNB with:
    - 4.19.1.1. a same day instruction, which will be executed at 15H00, or
    - 4.19.1.2. a future day instruction, which will be executed on the first trading day of a month. By placing such instructions, the client accepts the risks associated with such instruction, as highlighted in clause 4.20below.
  - 4.19.2. The client must have sufficient funds in the Cash account in order for manual "buy" instructions to be executed.

- 4.19.3. The client must specify the Rand amount that the client wishes to buy Securities for.
- 4.19.4. The client can also manually give FNB a "sell today" instruction, which will be executed at 15H00 on the Business day of the instruction.
- 4.19.5. The client must specify the Rand amount that the client wishes to sell for.
- 4.19.6. The client understands and acknowledges that the South African Rand (ZAR) amount that they will receive from an executed sale may be less than the initial South African Rand (ZAR) amount instructed, due to trade fees.
- 4.19.7. **FNB must receive manual instructions to buy or sell Securities before or by 15H00 if the client expects the order to be placed on the same Business day. This order will remain valid for the remainder of the Business day.**
- 4.19.8. **These instructions will be sent to the trader/broker at 15H00 on the Business day the instruction is received by FNB.**
- 4.19.9. **Instructions that are received after 15H00 will only be submitted to the trader/broker on the next Business day and will only remain valid for that Business day.**
- 4.19.10. **An instruction is only valid on the Business day that it is submitted to the trader/broker.**
- 4.19.11. FNB may "Bulk" any order from the client with other clients' orders. "Bulk" or "Bulking" means FNB will combine the client's funds or Securities with the funds or Securities of other FNB clients in order to buy or sell similar Securities. FNB will subsequently allocate the portion of the Securities the client buys to the client's proceeds of the sale of such Securities to the client.
- 4.20. Monthly investment instructions
  - 4.20.1. The client will initiate a monthly investment instruction from the Nominated transactional account to the FNB Share Saver account, to be invested in the Ashburton Top 40 and Ashburton Mid Cap ETF's.
  - 4.20.2. The client's monthly investment instruction must be specified as a Rand amount.
  - 4.20.3. The client can maintain their monthly investment instruction at any time after their Share Saver account is opened, via the FNB online share trading platform or via the Share Investing call centre.
  - 4.20.4. The client may increase their monthly investment instruction amount at any time, subject to the instruction amount being equal to or more than the minimum investment amount as specified in clauses 4.12 and 4.13 above.
  - 4.20.5. Should the client wish to suspend the monthly investment instruction, the client may do so via the FNB online share trading platform or via the Share Investing call centre.
  - 4.20.6. Dependent on the market value of the ETF's, the full amount of the monthly investment instruction for Securities trades might not be invested. Where the monthly investment instruction amount exceeds the market value of the ETF for any particular trading month (being the value of the ETF on the first trading day of a month), the surplus will be returned to your Cash account.
  - 4.20.7. **All monthly investment instructions will be executed at 15:00 on the first trading day of every month only if there are sufficient funds in the client's Cash account, in order to execute such instruction.**
  - 4.20.8. Monthly investment instructions FNB will "Bulk" any order from the client with orders from other clients. Bulking is explained in clause 4.19.11. above.
  - 4.20.9. Should a monthly investment instruction fail for whatsoever reason after 1 (one) or more attempts, or after a number of attempts determined by FNB at its discretion from time to time, the instruction will be **automatically** suspended.
  - 4.20.10. Monthly investment instructions may be to the client's advantage or disadvantage in relation to the price of Securities and the costs of trading because of the inherent nature of the market. The client accepts the risks associated with these instructions and agrees that FNB will not be liable to the client for any claim, loss or damage (whether direct, indirect or consequential) the client suffers due to the client selecting the monthly investment option.

## 5. Statements and Tax Certificates

- 5.1. The client hereby agrees to receive account statements electronically, on a quarterly basis, detailing the previous all the previous months' transactions. Clients, who prefer to receive quarterly statements by post, must request such by phoning the FNB Share Investing call centre.
- 5.2. Statements can also be requested at any time by phoning the Share Investing call centre.
- 5.3. FNB will send any tax certificates that it is required to issue in terms of the tax legislation.

## 6. Authority and Information

- 6.1. The client is at all times responsible for obtaining and managing authority to act on this account.
- 6.2. If the client is married in community of property, the client confirms that his/her spouse is aware of the implications of the buying/selling of Securities, and will remain responsible for the client's actions with regard to such action.
- 6.3. FNB will not be held liable for the client's ultra vires actions including if Securities are acquired or sold without proper marital consent.
- 6.4. The client must inform FNB of any changes to this mandate and/or changes to the authorised representatives who are allowed to operate on this account. The client must ensure that the details that it provides to FNB remains current and to update all changes to such by informing the Share Investing call centre.
- 6.5. The client must ensure that the information it supplies to FNB is correct and up-to-date at all times.
- 6.6. The client must check all information supplied to it by FNB and must also refresh his or her browser regularly in order to minimise market price and/or other delays.
- 6.7. FNB agrees to keep any personal information the client discloses to it in terms of this mandate confidential and in accordance with FirstRand Groups Data protection policy.
- 6.8. The client authorises FNB to disclose its personal/confidential information in the following circumstances:

- 6.8.1. If required by law;
- 6.8.2. If required by any exchange or regulatory or governmental body to which FNB, the client or the services are subject, wherever situated, whether or not the requirement for information has the force of law;
- 6.8.3. If this is required to vest the full benefit of this agreement in either FNB or the client;
- 6.8.4. If disclosed to the professional advisers and auditors of either FNB or the client.

**7. Address for Service of Legal Notices and Summonses**

- 7.1. For purposes of the service of any legal notices and summons:
  - 7.1.1. The client's physical address provided on this mandate will be used;
  - 7.1.2. FNB chooses the address as contained in the heading of this mandate.
- 7.2. 7.2. FNB or the client can change their address from time to time, provided that any new address is in the Republic of South Africa, is an address other than a PO Box number. Any change will only be effective once FNB has received written notice of the change.

**8. Client's instructions for Corporate Actions on Securities**

The client hereby authorises FNB to exercise full discretion for corporate actions on Securities a client holds. FNB is under no obligation to notify the client of such decision taken.