

Blue shaded areas for bank use only

CIF number		Date (YYYY-MM-DD)	
Branch/IBT		Contact number	
Name of RM/AE/TB of client			
<b>A Customer segment (if applicable)</b>			
<b>B Entity type</b>			
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Body corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Close corporation <input type="checkbox"/> Company (including incorporated companies)			
<input type="checkbox"/> Informal body, for example, club or society <input type="checkbox"/> Financial Institution <input type="checkbox"/> Other (specify)			
<b>C Application information</b>			
Registered name			
Name of account or trade name			
Physical business address (if applicable)			
			Postal code
Postal address			
			Postal code
Head office or registered address			
			Postal code
Business telephone number		Business fax number	
Identity or trust or registration number			Registration date (YYYY-MM-DD)
Income tax number			VAT number
Source of funds (for example, export proceeds, commissions)			
<b>D Contact details</b>			
<b>Contact person</b>	<b>Capacity</b>	<b>Contact telephone numbers</b>	<b>Email</b>
<b>E Details of existing accounts (if applicable)</b>			
<b>Current transactional bank accounts held at the Bank (excl FCA)</b>			
<b>Branch</b>	<b>IBT</b>	<b>Account number</b>	
<b>Current FCA held at the Bank</b>			
<b>Currency</b>	<b>Account number</b>	<b>Currency</b>	<b>Account number</b>
<b>Main bank</b>			
<b>Country</b>	<b>Bank</b>	<b>Branch</b>	
<b>F Requirements</b>			
Type of account	<input type="checkbox"/> Transaction account	<input type="checkbox"/> Term account	
Currency	<input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> USD	<input type="checkbox"/> Other (please specify)	
Tiered Rate Code (Office use)	Debit balances		Credit balances

Interest (Please indicate how you would like interest paid/charged)		
	<b>Interest earned</b>	
In Foreign Currency - pay/charge interest to this FCA (Capitalised)	<input type="checkbox"/>	
In Foreign Currency - pay/charge interest to another FCA in the same currency	<input type="checkbox"/> Account number	
In FCA currency - pay/charge interest to the chosen FCA (Paid)	<input type="checkbox"/> Account number _____ <input type="checkbox"/> Branch code	
<b>Exchange control details (if business requires more than one code, choose the one that is most relevant)</b>		
Exchange control approval number (if applicable)	Date of exchange control approval (YYYY-MM-DD)	Expiry date of exchange control approval (YYYY-MM-DD)
<b>Segregation codes</b>		
<b>Account group description and code</b>	<b>Explanation</b>	
<input type="checkbox"/> FCA non-resident account FCA001	Non resident companies.	
<b>Bank statement</b>		
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Half-yearly <input type="checkbox"/> Yearly		
<b>Contact details</b>		
Email address for statements		Fax number for statements (if applicable)
<b>Business online international banking</b>		
Are you a subscriber of Business online international banking? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please provide profile identity number		
<b>Signature</b>		
Signature	Date (YYYY-MM-DD)	Signed at
<b>Prominent Influential Persons (PIPs)</b>		
Prominent Influential Persons (PIPs) are individuals entrusted with prominent public functions either domestically or by a foreign country. Examples are heads of state or heads of governments, important political party officials, military officials or senior executives of state-owned corporations. This term also includes immediate family members and close associates.		
Are you a public official in a position of authority? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Are you related to or associated with a public official in a position of authority? <input type="checkbox"/> Yes <input type="checkbox"/> No		
What is the nature of the relationship or association? <input type="checkbox"/> Business partner <input type="checkbox"/> Close associate <input type="checkbox"/> Parent		
<input type="checkbox"/> Sibling <input type="checkbox"/> Son/Daughter <input type="checkbox"/> Spouse/Partner		
Please provide full name and surname of relative or associate		
<b>G Approval</b>		
<b>KYC or FICA requirements</b>		
Business address and/or trade name(s) provided <input type="checkbox"/> Yes <input type="checkbox"/> No _____		
		Signature
<b>Verification documents required in respect of the account holder</b>		
Does this account form part of a group? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, group number		
<b>Verification of mandates</b>		
Mandates have been checked by		Personnel number _____
Signature		Date (YYYY-MM-DD)
<b>H Resolution</b>		
At a meeting of the directors, members, trustees, committee or partners (account holders) _____		
held at (place) _____ on (date YYYY-MM-DD) _____ it was resolved that the company, close corporation, trust, body corporate, partnership, informal body opens a FCA account with The Standard Bank of South Africa Limited ("the Bank"), the specific Bank branch or branches _____ or that may be indicated by the directors, members, trustees, committee or partners of account holders.		
The persons specified in Section I of this application by means of a "Y" or "Yes" under "Signatory on the account" are hereby authorised in terms of this resolution to act as signatories in respect of the above account in accordance with the signing arrangements on the signature form.		

## I Resolution (continued)

For purposes of the release indemnity the following person(s) can sign:

The said FCA applied for in this application as well as future FCA to be opened with the Bank are to be loaded to the international electronic facility.

☐ Yes ☐ No

If yes, the persons specified in this resolution by means of a "Y" or "Yes" under "Signatory on the account" are hereby, in addition to the above, authorised in terms of this resolution to act as signatories in respect of the above account for purpose of international electronic banking. They are hereby appointed to act as the authorised signatory(ies) \*jointly or severally on behalf of the principal and the participant(s) who have authorised the principal to act on their behalf:

1 to conclude and sign the required agreements and/or terms and conditions;

2 to appoint and terminate the appointment of the designated person(s); and

3 to generally perform any act or do anything required or prescribed in the agreement, these Terms and/or any Other Terms.

\*For \_\_\_\_\_  
(insert name of business, company, body, etc.)

Name	Signature	Capacity	Date

\*Company seal (where available)

## J Natural persons

These individuals are the authorised signatories, agents, secondary cardholders, guardians of minors, members of close corporations, elected office bearers of informal bodies, partners of a partnership, including silent partners, persons who exercise executive control in a partnership, directors of companies, including all directors authorised to act on behalf of the company, shareholders with 25% or more of the voting rights, trustees, beneficiaries or founders of a trust, manager of affairs of a foreign company and principal executive officer of domestic companies.

### Credit consent

I/We as set out in section I of this application, consent to you making enquiries about my/our credit record with any credit reference agency and any other party to confirm any or all of the information provided by me/us.

I/We further consent to you carrying out identity and fraud prevention checks and sharing information relating to this application with the Fraud Prevention Service (FPS) and/or through the country's relevant law enforcement agencies.

### Record details of related parties

Full names	Type of identity and number (for example, passport, identity document)	Country of issue Residential address and nationality	Residential address	Telephone number (residential or work or cellphone)	Capacity or designation	Signatory on account  <input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No

K Specimen signature form - mandate file						
Account number						
Name of applicant						
Signing instructions						
Full names				Specimen signature		
Authority or signature type						
Full names				Specimen signature		
Authority or signature type						
Full names				Specimen signature		
Authority or signature type						
Full names				Specimen signature		
Authority or signature type						
Full names				Specimen signature		
Authority or signature type						
Full names				Specimen signature		
Authority or signature type						
Full names				Specimen signature		
Authority or signature type						
Full names				Specimen signature		
Authority or signature type						
Date (YYYY-MM-DD)		Chairman's or director's signature		Director's or company secretary's signature		
Authentication						
Authenticated by				Date (YYYY-MM-DD)		
K Juristic entities						
<p>These are legal entities or businesses that are close corporations, partnerships, trusts, companies and other legal entities such as informal bodies, that are shareholders with 25% or more of the voting rights (with the exception of Nigeria which requires a minimum of 5%), partners, including joint ventures, trustees, beneficiaries, founders in respect of the applicant.</p> <p><b>Record details of related parties</b></p>						
Registered name or name of trust or other legal entity	Registration number or trust number	Type of organisation (for example, Ltd company or informal body)	Trade name	Registered address or master's address (trusts)	Head office address (if multiple offices)	Physical business address

**L Release and indemnity, fax and email transmission****(If this facility is not required, please indicate by drawing a diagonal line across this page and initial)****(This section L is not applicable to Financial Institutions)****Please consider the clauses that follow carefully as they limit the bank's liability and constitute an assumption of risk by you.**

We the undersigned, \_\_\_\_\_ (insert full names) and \_\_\_\_\_ (insert full names), herein representing \_\_\_\_\_ (insert name of Company, Close Corporation, Partnership, etc.) in our capacities as \_\_\_\_\_ (insert capacity) and \_\_\_\_\_ (insert capacity) respectively (being duly authorised by a resolution passed on \_\_\_\_\_ (insert date YYYY-MM-DD), a certified copy of which is attached hereto), have requested The Standard Bank of South Africa Limited, \_\_\_\_\_ branch (insert name of branch) (you) to act on instructions we transmit to it by facsimile (fax) or by telephone or email message.

We acknowledge that it is not possible for you to check the authenticity of all fax transmissions, email messages or telephonic requests that claim to come from us;

You have informed us that you are prepared to act on such faxed and/or emailed instructions that purport to emanate from us, provided you receive a release and indemnity as in this form. We are prepared to give such release and indemnity.

**By signing this release and indemnity we:**

- 1 agree that all fax transmissions, email instructions, mandates, consents, commitments, resolutions, minutes of meetings and any other documents, which purportedly come from us (**Instructions**) in relation to the Account(s) will be treated as having been given by us in the form actually received by the Bank. Instructions may, as a result of the malfunction of equipment, the distortion of communication links and the like, be different to that intended or sent, and we will be bound by them;
- 2 waive any rights we may have now or in the future against the Bank for direct or indirect losses or damages we may suffer because the Bank acted on any Instructions. We indemnify the Bank in the case of any claims, demands or actions made against the Bank or losses or damages suffered by the Bank because the Bank acted, or declined to act, in relation to the FCA, on any Instructions excluding losses arising from the proven unlawful, grossly negligent or fraudulent acts of the Bank;
- 3 agree that the Bank is not liable for errors or delays in transmissions, or the misinterpretation on receipt, or for any loss or damage no matter how caused as a result of allowing this arrangement, excluding losses arising from the proven unlawful or fraudulent acts of Bank employees;
- 4 agree to implement and follow to any procedures or restrictions or both, imposed on us, from time to time, about the sending of Instructions to the Bank;
- 5 agree that in respect of Instructions regarding the transfer of money, whether the transfer is from any account in our name to any other account in our name or to any account in the name of any third party at the Bank or at another bank, same day value may only be given if the Instruction is received by the Bank before the relevant cut-off time;
- 6 agree that the Bank will not be obliged to act on any Instructions and that the Bank may at any time on written notice sent to us, withdraw from the arrangements made in this Indemnity;
- 7 agree to give the Bank the original document(s) related to the underlying agreement for which payment is made and that are needed for the payment(s) made on our behalf, to the Bank for endorsement as needed in terms of Exchange Control Regulations and Rulings. We understand that you are required by the South African Reserve Bank (**SARB**) to endorse the original documents as you do not have authority from the SARB to accept copies of documents for foreign exchange payments;
- 8 accept that subject to clause 6 this Indemnity will remain on file until cancelled by us.

**Signatures**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of \_\_\_\_\_ (Company, Close Corporation, Partnership, etc.)

_____ Name	_____ Designation	_____ Signature
_____ Name	_____ Designation	_____ Signature

**Witnesses**

_____ Name of first witness	_____ Personnel number (where applicable)	_____ Signature
_____ Name of second witness	_____ Personnel number (where applicable)	_____ Signature

Between

**THE STANDARD BANK OF SOUTH AFRICA LIMITED**  
**5 Simmonds Street**  
**Marshalltown**  
**Johannesburg**  
**2001**

(the **Bank**)

These FCA for Non-Resident entities terms and conditions govern Your use of the Services made available to You by Us. Once You accept these Terms all activity will be regarded as authorised by You and intended to have legal force and effect. **These Terms will be subject to, and must be read together with, the Banking Terms and Conditions.**

## 1 DEFINITIONS

- 1.1 In this document entitled "Foreign Currency Account (**FCA**) for Non-Resident terms and conditions" certain terms are capitalised. Where a term is capitalised, it has the meaning given to it below in this clause 1.
- 1.2 In some clauses capitalised terms are explained. Unless it is clear that the capitalised term applies only to that clause, the explanation given for the capitalised term applies throughout these Terms.
- 1.3 Sometimes a capitalised term is used that is related to a capitalised term that is explained in this clause 1. In that case, it bears a meaning corresponding to the meaning that is explained in this clause 1. So, for example, the term "Authorised Signatories" bears the plural meaning corresponding to the explanation given for the term "Authorised Signatory".
- 1.4 If a term is not capitalised, it bears its ordinary grammatical meaning in the context in which it is used.
- 1.5 Where these Terms refer to **We**, **Us**, and **Our**, it means the **Bank**.
- 1.6 Where these Terms refer to **Customer**, **You** and **Your**, it means the customer reflected in the Application to open a Foreign Currency Account (**FCA**) for Non-Resident companies form (**Application Form**) completed by You, to which these Terms are attached.
- 1.7 **Authorised Signatory** means an individual(s) appointed by You to sign and bind You to the Terms.
- 1.8 **Banking Terms and Conditions** means the terms and conditions that set out the general terms and conditions that apply to the relationship between you, the banking client, and us, the Bank. These Banking Terms and Conditions are available on our website [www.standardbank.com](http://www.standardbank.com).
- 1.9 **BOP** means Balance of Payment Reporting.
- 1.10 **Business Day** means a day other than a Saturday, Sunday or official public holiday in the Territory.
- 1.11 **CODI** means the Corporation for Deposit Insurance being a Deposit Insurance established in accordance with Section 166AE of the Financial Sector Regulation Act 9 of 2017.
- 1.12 **Covered Deposit** means the portion of your deposit covered by the Deposit Insurance Fund up to the limit set out in the Financial Sector Regulation Act 9 of 2017 read with the Financial Sector Laws Amendment Act 23 of 2021.
- 1.13 **Cut-off Times** means the applicable timelines within which FCA transactions must be completed.
- 1.14 **Foreign Currency** means any currency other than the domestic currency of the Territory.
- 1.15 **Forward Exchange Cover Rate** means the exchange rate at a set future date.
- 1.16 **Law** means any Law, ordinance, Regulation, judgment or order of any competent court, central bank or governmental agency or authority having the force of law in any relevant jurisdiction.
- 1.17 **Non-Resident** means an entity whose normal place of business, domicile, or registration is outside the country where the FCA is held.
- 1.18 **Note Buying Exchange Rate** means The Bank's buying rate for foreign bank notes.
- 1.19 **Other Terms** means any other terms and conditions relating to a transaction, other products and / or services which We may supply to You from time to time.

and

Registration number

Of (physical address)

(the **Customer**)

- 1.20 **Parties** means the Bank and the Customer and each shall individually be referred to as the **Party**.
- 1.21 **Regulation** means any regulation, rule, official directive, request or guideline (whether having the force of law or not) or any directive analogous to the foregoing, of any governmental, intergovernmental or supranational body or any agency, department or regulatory or self-regulating body or other authority or organisation, with which the Bank has elected or is obliged to comply.
- 1.22 **Ruling Telegraphic Selling Rate of Exchange** means the Bank's selling rate for outward electronic transfers.
- 1.23 **Services** means the banking services provided by Us to You, in relation to the FCA.
- 1.24 **Spot Exchange Rate** means the exchange rate on the date of the transaction.
- 1.25 **SWIFT** means Society for Worldwide Interbank Financial Telecommunication.
- 1.26 **Terms** means these Foreign Currency Account for Non-Resident entities Terms and Conditions, the Banking Terms and Conditions and Operational Documents.
- 1.27 **Territory** means the country of the Bank where the FCA is held.
- 1.28 **Unapproved Debit Interest Rate** means the debit interest rate charged for unapproved overdraft borrowing as advised by Us from time to time.
- 1.29 The Terms may in various places use terms that indicate gender such as "he", "she" or "it." Even if such a term is used, it is not to be read as limiting the provision in question to the specific gender referred to and the provision must be read as including the other genders.
- 1.30 The Terms may, in various places, use the terms include and including. Where these terms are used, it means that the matters being referred to are not the only ones in question and are used only as examples of what is being referred to.
- 1.31 In these Terms, certain clauses are given titles. Those titles are provided for purposes of convenience only and may not be used to interpret or change the language and meaning of the clause.
- 1.32 If the Terms refer to any law, it means that law as it stands at the time that these Terms are signed by You and as that law is changed from time to time. If a law is replaced altogether, then the new law that replaces the old law will apply.
- 1.33 If any of the provision of the Terms are held to be invalid, unlawful or unenforceable, then such term, condition or provision will be deleted from the remaining terms, which will continue to be valid to the full extent permitted by law.
- 1.34 If the Terms refer to a period of time expressed as a number of days, then the first day is not counted but the last day is counted. Saturdays, Sundays and public holidays are never counted. If for example these Terms say that a certain action must be taken within 3 days of a certain event occurring and the event occurs on a Thursday, then the first day will be the Friday, the second day will be the Monday and the third day by which time the action must be taken will be the Tuesday.
- 1.35 Any reference in the Terms to either Us or You includes Our and Your successors and permitted assigns.

2	<b>DURATION</b> These Terms will commence upon signature date hereof and will continue to apply until they end as set out in clause 10 herein ("Closing your FCA Account").	7.2	Your FCA fees and charges will be debited from the FCA at such frequency as We may advise, provided however all charges relating to transactions will be charged upon processing of each transaction.
3	<b>DEPOSIT AND WITHDRAWALS</b>	7.3	You are responsible for any taxes imposed upon You by Law. You agree to indemnify and hold Us harmless from all taxes or related interest or penalties otherwise due from, or on Your behalf.
3.1	Deposits into or withdrawals from the FCA will be processed at the Spot or Forward Exchange Cover Rate, as applicable to the transaction.	8	<b>STATEMENTS AND REPORTING</b>
3.2	You must deposit foreign currency notes (cash) in the currency of the FCA, at one of our bureau de change. We will purchase the foreign currency proceeds at the ruling Note-Buying Exchange Rate and then credit Your FCA at the ruling Telegraphic Selling Rate of Exchange.	8.1	We will provide You with regular transaction and balance statements in relation to the FCA, in such time periods stipulated by You in the Application Form. In relation to financial institutions we will provide statements through appropriate SWIFT messaging.
3.3	If we receive foreign currency funds in the currency of Your FCA electronically, we will credit the FCA with the full face value of the earnings, subject to applicable fees being deducted.	8.2	You must examine the statements, confirmations and communications sent to You. You must advise Us of any discrepancies, irregularities, alterations, erroneous payment or credits, or other problems in connection with the FCA within 60 days of receipt of the statement failing which all information in the statement will be deemed to be correct and binding.
3.4	The value of the FCA will always be given in the foreign currency relevant to the Account being made available. You will incur the risk associated with exchange rate fluctuations.	8.3	If We need to investigate a transaction on the FCA, We will require You to extend Your full co-operation with the investigation.
3.5	We may approve or decline any application to discount any financial instrument and give you immediate value on it, at our sole discretion.	8.4	You agree to timeously provide Us with such documentation, declarations, certifications and information as We may require to meet Our regulatory requirements in connection with any regulatory requirements from time to time, and You warrant that the information provided by You shall at all times, be true and correct in every respect and You will immediately notify Us if any information We hold requires updating or correction.
3.6	If we give you immediate value on the financial instrument and it is returned unpaid, we will debit the FCA with the amount of the financial instrument that did not clear, together with any applicable bank charges.	9	<b>DORMANT FCA</b>
3.7	<b>The provisions of clauses 3.2, 3.6 and 3.7 do not apply to financial institutions which can send deposit and withdrawals instructions only through SWIFT.</b>	9.1	The FCA will be classified as dormant if You do not initiate a transaction within 6 months of opening same or within 6 months of the date of the last transaction on the FCA, whichever applies ( <b>Dormancy Period</b> ).
4	<b>PAYMENTS</b>	9.2	At the end of the Dormancy Period We may send a communication in writing to confirm if the FCA is still required ( <b>Dormancy Notice</b> ). You must then provide express instruction to maintain the FCA in writing, within 30 days of date of the Dormancy Notice.
4.1	We will make payments from the FCA on Your instructions, only if there are sufficient funds available.	9.3	Failure to respond to the Dormancy Notice will result in the FCA being closed and any funds therein to be held in a non-interest earning suspense account.
4.2	In relation to financial institutions We will make such payment on an authenticated SWIFT message only.	10	<b>CLOSING YOUR FCA</b>
4.3	For payment to be executed on the required value date, payment instructions must be received before the applicable Cut-off Times. The exchange rate used will be in accordance with the arrangement agreed with You.	10.1	<b>In addition to rights that You and We have in the Banking Terms and Conditions</b> , both You and We may terminate the Terms or any part of the Services on 60 days' notice to the other of us. In relation to financial institutions this notice will be sent by means of an appropriate SWIFT message.
4.4	You hereby authorise Us to act upon any instruction relating to the FCA without Us enquiring about its purpose or the circumstances in which it was given or about the disposition of any proceeds.	10.2	Both You and We will be entitled to immediately terminate these Terms if:
5	<b>EXCHANGE CONTROL</b>	10.2.1	We suspect that your FCA Account has been used fraudulently, negligently or unlawfully;
5.1	The relevant BOP forms and supporting documents must be completed and include instructions that direct us to process transactions on the FCA.	10.2.2	non-compliance with any Laws, fiscal or regulatory requirements or changes.
5.2	The provisions of clause 5.1 do not apply to financial institutions sending instructions through authenticated SWIFT messages.	10.3	On closure of the FCA, We agree, subject to any amounts that may be due and outstanding to Us, to pay to You any final cleared funds standing to the credit of the FCA (and any interest due) as at the date the FCA is closed.
5.3	We will not be responsible for any delay in processing any instruction where You have not fully complied with exchange control requirements.	10.4	You shall be obliged to pay to Us any unsettled fees, charges charged to the FCA and any unsettled debit balances prior to the closure of the FCA.
6	<b>OVERDRAFTS</b>	10.5	Where applicable, both Parties agree to return to one another all information and/or equipment supplied in connection with the opening and operation of the FCA.
6.1	No overdraft is permitted on the FCA.	10.6	Closing of the FCA will not release You from any liability in respect of any sums owing to Us on closure of in relation to the FCA or from any previous liability or indemnity for any act performed by either Party prior to the closure of the FCA.
6.2	We reserve the right to refuse to pay in terms of any payment instruction where it would result in an overdraft on the FCA.	11	<b>BREACH</b>
6.3	Notwithstanding clause 6.1, and in relation to the FCA:		If either You or We breach the Terms and remain in breach 14 days after the other of us has given written notice to the one in breach calling upon them to correct that breach, then the other of us may give written notice to the one in breach cancelling the Terms. In the event of the Terms being cancelled, that one of us that cancels the Terms will nevertheless be entitled to claim for such losses as it may have suffered in connection with that breach.
6.3.1	in the event that You overdraw on the FCA or overdraft limit has not been agreed to by Us in advance, such amounts will constitute unapproved borrowing and will incur interest at the Unapproved Debit Interest Rate;		
6.3.2	We may, at Our sole discretion, permit You to make payments out of the FCA before funds are received into the FCA and only if You have provided prior written notice confirming that the value date on upcoming credit payments will be on the same Business Day as the requested debit from the FCA is effected by Us. Financial institutions must provide Us with such an appropriate SWIFT notice to Advise; and		
6.3.3	We reserve the right to amend, withdraw or refuse this arrangement at any time and without furnishing reasons.		
7	<b>INTEREST AND CHARGES</b>		
7.1	You shall be liable to pay for the fees and charges applicable to Your transactions and in relation to the FCA. We will notify you of any changes to the applicable fees and charges.		



<b>12</b>	<b>LIMITATION OF LIABILITY</b>		
12.1	In addition to the provisions of the <b>Banking Terms and Conditions</b> , the Parties shall not be liable to each other for any indirect, punitive, special or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or any other similar matter suffered by the other of us, whether arising from negligence or breach of contract.	13.5.1	acknowledges and agrees that it shall not disclose any such information to any person other than its own employees, members, officers, professional advisors and/or other divisions who need to know such information for the purposes of this clause 13.5 ( <b>Permitted Recipient</b> ); and
12.2	Without derogating from the foregoing and unless otherwise provided for in these Terms, We record that We shall not be liable for the following direct losses, damages or expenses suffered or sustained by You (unless occasioned exclusively by Our gross negligence, fraud or wilful misconduct) as a result of:	13.5.2	shall procure that each Permitted Recipient is made aware of and complies with its obligations of confidentiality in terms of this clause 13.
12.2.1	our compliance with any Laws;	13.6	The provisions of this clause 13 will continue to apply after these Terms have ended and You no longer make use of the Services.
12.2.2	any processing delay caused by circumstances beyond Our control such as (without limitation) uncontrollable natural forces, strikes or labour disputes, riots, civil commotion or unrest, any type of restriction imposed (or action taken) by a any governmental, intergovernmental or supranational body or any agency, department or regulatory or self-regulating body or other authority or organisation, with which the Bank has elected or is obliged to comply or any other third party;	<b>14</b>	<b>NATURE OF RELATIONSHIP</b>
12.2.3	any service interruption due to power cuts, network operators or other systems; exchange or currency controls or restrictions, devaluations or fluctuations or currency redenomination; availability of cash or market conditions which prevent the transfer of cash or the execution of transactions or affect the value of cash, or any similar causes;		Our relationship under these Terms will always be that of independent contracting parties. At no time will We become your representatives for agents and at no time will You become Our representatives of agents. We will never be liable for any of Your acts or omissions.
12.2.4	Us acting on any instructions from You relating to the FCA;	<b>15</b>	<b>NOTICES AND DOMICILIUM</b>
12.2.5	any incomplete or erroneous transaction details furnished by You;	15.1	All notices regarding the Terms may be provided through an appropriate authenticated SWIFT message, save for legal notices and legal documents relating to the Terms which may be provided to either Party, at their respective physical addresses set out at the beginning of these Terms.
12.2.6	any fraud committed on the FCA due to any act or omission by You, Your employees, contractors or agents;	15.2	Either Party may change their respective physical address set out at the beginning of these Terms by means of a written notice given to the other Party.
12.2.7	unauthorised use by any third parties of any forms, data carriers or means of communication; or	<b>16</b>	<b>CORPORATION FOR DEPOSIT INSURANCE</b>
12.2.8	misrepresented or omitted information or mistakes in transfers or the execution of payment instructions by Us.		This Foreign Currency Account is covered by the CODI. If We are unable to repay deposits for any reason, You will have access to the Covered Deposit in Your Foreign Currency Account. For more information please refer to the CODI website.
12.3	Regardless of anything else in these Terms, in the case of negligence on the part of the Bank, We will only be liable for Our proportionate share of any direct damages caused as a result of a breach of the contractual obligations of the Bank.	<b>17</b>	<b>GENERAL</b>
12.4	Notwithstanding anything to the contrary, You indemnify Us against all direct losses, damages, costs, expenses, claims (including all legal fees and disbursements as on an attorney own client basis) suffered by Us or brought against Us by any third parties arising out of, in respect of, or in any way connected to these Terms including, without limitation (a) any breach thereof by You or (b) the enforcement of Our rights as herein provided. This indemnity shall survive termination of these Terms.	17.1	We may replace, amend, supplement or delete these Terms at any time by notice to You, unless such amendment causes unreasonable and unconscionable prejudice to You. Any amendments to the Terms will create a new version of the Terms, which will supersede and replace the previous version and be binding on You and Us.
<b>13</b>	<b>ARBITRATION</b>	17.2	We may, in Our sole discretion, discontinue, amend, limit or supplement the scope and functionality of the FCA in part or in full at any time on notice to You.
13.1	Any dispute in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under Rules of the Arbitration Foundation of Southern Africa ( <b>AFSA</b> ) for Commercial Arbitrations ( <b>Rules</b> ), including the right to appeal, which Rules are deemed to be incorporated by reference into this clause 13.	17.3	Retention or use of the FCA and all Our other products or services after the effective date of any such change shall be deemed to constitute acceptance by You of such changes without reservation.
13.2	Unless the Parties agree otherwise, the number of arbitrator(s) shall be one, whose identity shall be agreed in writing between the parties within 5 Business Days following the declaration of a dispute between the parties, failing which the arbitrator shall be appointed by AFSA from the senior legal practitioners on its panel in terms of the Rules, taking into account the value and complexity of the dispute under referral.	17.4	In the event that a conflict or contradiction should arise between these Terms, and/or the Other Terms, the following order of precedence shall apply:
13.3	The seat, or legal place, of the arbitration shall be South Africa and shall be held in Johannesburg. The language to be used in the arbitral proceedings shall be English. Unless the parties agree otherwise, the arbitration shall be conducted on an urgent basis in terms of the Rules.	17.4.1	these Terms; and
13.4	Nothing contained in this clause 13 shall preclude any Party from approaching a court of competent jurisdiction within the Territory for interim relief on an urgent basis pending the final outcome of an arbitration referral under this clause 13.	17.4.2	the Other Terms.
13.5	The Parties agree and irrevocably undertake to keep the arbitration and all matters related thereto strictly confidential and each Party:	17.5	You are not allowed to cede, assign or transfer any of Your rights (including the right to payment of a credit balance on Your account) or delegate any of Your obligations (duties) to anyone without obtaining our prior written consent. In providing such consent we may, at Our discretion, amend the Agreement or any part thereof to include additional rights or impose additional obligations on the relevant cessionary or assignee. You must provide any help that may be necessary for Us to negotiate any amendments with that cessionary or assignee.
		17.6	Any concession We may allow You will not affect or substitute any of Our rights in these Terms.
		17.7	If we bring a claim against You for any sums due to Us, a certificate signed by any of Our managers that states:
		17.7.1	the fact that the debt is payable;
		17.7.2	the amount payable;
		17.7.3	the applicable interest rate; and
		17.7.4	the date from which such interest is calculated, will be enough proof of the facts stated on the certificate, unless You can prove otherwise.
		17.8	We may maintain Our records electronically or by such other methods of storage as may be convenient and printouts or copies of all such stored documents may be used in evidence and will constitute conclusive evidence of the genuineness of the contents thereof.



- 17.9

The Parties expressly warrant and undertake to keep confidential any information relating to these Terms. Neither Party shall be entitled to disclose any information relating to these Terms without the prior written consent of the other Party. The provisions of this clause 17.9 will continue to apply after these Terms have ended and You no longer make use of the Services.
- 17.10

If a particular term of these Terms is not lawful, that will not affect the validity of the rest of the Terms.
- 17.11

These Terms supervene all other terms and conditions and agreements that may exist and may apply to the FCA.
- 17.12

These Terms shall be governed by and in accordance with the laws of the Territory.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

by (name) \_\_\_\_\_

Signature \_\_\_\_\_  
Who warrants his/her authority hereto

Are the Authorised Signatories the same as an existing transactional/vostro account? Please provide account number \_\_\_\_\_  
If there is not an existing transactional/vostro account kindly complete the form below.

Please add the following signatory(ies) to the FCA

Account number	<input type="text"/>	Account type	<input type="text" value="Customer Foreign Currency Account"/>
Name of account	<input type="text"/>	Currency	<input type="text"/>
Company registration number	<input type="text"/>		
Telephone number	<input type="text"/>	Fax number	<input type="text"/>

☐ Add ☐ Delete

**Signatory to sign in block  
(Do not sign over the lines)**

☐ Add ☐ Delete

**Signatory to sign in block  
(Do not sign over the lines)**

☐ Add ☐ Delete

**Signatory to sign in block  
(Do not sign over the lines)**

Name of signatory	<input type="text"/>	Initials	<input type="text"/>
<input type="checkbox"/> Identity number	<input type="text"/>		
<input type="checkbox"/> Passport number	<input type="text"/>		
Date to (YYYY-MM-DD)	<input type="text"/>		
Date to (YYYY-MM-DD)	<input type="text"/>		
Payment limit	<input type="text"/>		

Signing arrangements

☐ Single ☐ No rights ☐ Plus any other ☐ Group

Name of signatory	<input type="text"/>	Initials	<input type="text"/>
<input type="checkbox"/> Identity number	<input type="text"/>		
<input type="checkbox"/> Passport number	<input type="text"/>		
Date to (YYYY-MM-DD)	<input type="text"/>		
Date to (YYYY-MM-DD)	<input type="text"/>		
Payment limit	<input type="text"/>		

Signing arrangements

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Name of signatory	<input type="text"/>	Initials	<input type="text"/>
<input type="checkbox"/> Identity number	<input type="text"/>		
<input type="checkbox"/> Passport number	<input type="text"/>		
Date to (YYYY-MM-DD)	<input type="text"/>		
Date to (YYYY-MM-DD)	<input type="text"/>		
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Signing arrangements

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