

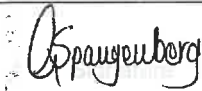
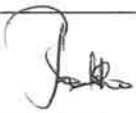
BANKING SERVICES AGREEMENT

entered into by and between

FIRSTRAND BANK LIMITED

(acting through its First National Bank Division)

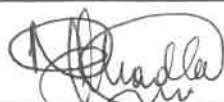
("Bank")

Description and Registration Number	a public company registered in accordance with the laws of South Africa with registration number 1929/001225/06		
Physical Address	3 rd Floor, 1 First Place, Bank City, Cnr Simmonds & Pritchard Street, Johannesburg, Gauteng, South Africa		
E-Mail	e-mail: legalnotice.commercial@fnb.co.za		
Attention	FNB Legal		
Signed at	Johannesburg	Date	15 April 2025
			
Name	Mrs Anrie Spangenberg	who warrants that he/she/they are duly authorised to sign	
Designation	Provincial Head		
			
Name	Mrs Johanna Mantsho	who warrants that he/she/they are duly authorised to sign	
Designation	Provincial Head		

And

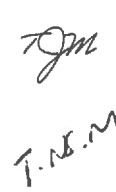
EMADLANGENI LOCAL MUNICIPALITY

("Client")

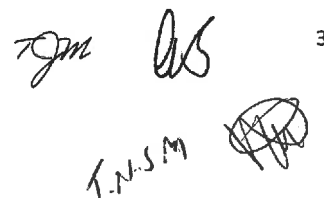
Description	Emadlangeni Local Municipality, established pursuant to section 12 of the Local Government: Municipal Structures Act, 1998		
Physical Address	34 Voor Street Utrecht 2980		
E-mail	scm@emadlangeni.gov.za		
Attention	Supply Chain Unit		
Signed at	UTRECHT	Date	15/04/2025
			
Name	GRACE MAVUNDLA	who warrants that he/she/they are duly authorised to sign	
Designation	MUNICIPAL MANAGER		
			

1. INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise indicates, the following words have the following meanings:
- 1.1.1 **"Agreement"** - the Banking Services Agreement including the Schedules, any other document specifically incorporated herein by reference;
- 1.1.2 **"Bank"** - the party described as such on page 1 of this Agreement and its assignees and successors in title;
- 1.1.3 **"Banking Services Agreement"** - this main banking services agreement as amended from time to time, specifically excluding the Schedules and any other documents incorporated herein by reference;
- 1.1.4 **"Banking Tender"** - the tender specification for banking and related services entitled Banking Services for a Period of 5 years , with BID number MN1/2024-25 by the Client;
- 1.1.5 **"Bid"** - the formal written service proposal delivered to the Client by the Bank in response to the Banking Tender;
- 1.1.6 **"Business Day"** - any day other than a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa;
- 1.1.7 **"Client"** - the party described as such on page 1 of this Agreement and its assignees and successors in title;
- 1.1.8 **"Commencement Date"** – the date of commencement of a particular Schedule, as recorded in the Schedule or (if not so recorded) as determined according to the date on which the Solutions under the Schedule are actually made available to the Client by the Bank;
- 1.1.9 **"Confidential Information"** - information which is confidential and proprietary to either Party (the **"Disclosing Party"**) but excludes any information which:
- 1.1.9.1 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
- 1.1.9.2 the Receiving Party is required 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
- 1.1.9.3 the Receiving Party can show:
- 1.1.9.3.1 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
- 1.1.9.3.2 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
- 1.1.9.4 the Receiving Party obtains or has available from a source other than the Disclosing Party; or
- 1.1.9.5 is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
- 1.1.9.6 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party;



- 1.1.10 **"Data"** – any information or data, including personal information or data as defined in POPIA, the Electronic Communications and Transactions Act, 2002 and/or any other legislation relating to the protection of personal information or data;
- 1.1.11 **"Effective Date"** – notwithstanding the Signature Date, the date on which the Bank gives the Client access to the Solutions, being 1 May 2025;
- 1.1.12 **"Force Majeure"** - an act of God, act of government, epidemic, pandemic, war, fire, flood, legislation, insurrection, sanctions, trade embargo, labour shortage or any economic or other cause beyond the reasonable control of the Bank;
- 1.1.13 **"Intellectual Property"** - all intellectual property recognised and protected by law, including any know-how (which is not in the public domain), invention, patent, design, trademark, copyright material, goodwill, processes, methodology, all other identical or similar intellectual property existing anywhere in the world and any applications for registration of such intellectual property;
- 1.1.14 **"MFMA"** - Local Government: Municipal Finance Management Act, 2003;
- 1.1.15 **"Nominated Account"** - the Demand Deposit Account (DDA) or other account nominated by the Client for the purposes of clause 6;
- 1.1.16 **"Party/Parties"** - the parties as described on page 1 of this Agreement;
- 1.1.17 **"POPIA"** – the Protection of Personal Information Act, 2013;
- 1.1.18 **"Pricing Schedule"** - the document marked "Pricing Schedule" setting out the fees and charges applicable to the Solutions, initialled by the Parties and attached to the Banking Services Agreement, as amended from time to time;
- 1.1.19 **"Schedule"** - the Pricing Schedule, the Solutions Schedule and/or any other document signed by the Parties which details the Solutions to be provided by the Bank to the Client and/or the fees and charges applicable thereto (including their respective appendices and any documents incorporated therein by reference), as amended from time to time;
- 1.1.20 **"Signature Date"** - the date of signature of the Party signing last;
- 1.1.21 **"Solutions"** - the services and/or products provided by the Bank to the Client from time to time, the terms and conditions of which are more fully set out in the Schedules to this Banking Service Agreement;
- 1.1.22 **"Solutions Schedule"** - the document marked "Solutions Schedule" (including its appendices and any documents incorporated therein by reference) initialled or signed by the Parties and attached to the Banking Services Agreement, as amended from time to time.
- 1.2 In this Agreement, unless the context indicates a contrary intention:
 - 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 any gender includes the other genders;
 - 1.2.3 a natural person includes a juristic person and vice versa;
 - 1.2.4 clause headings are for convenience and are not to be used in the interpretation of this Agreement;

Handwritten signatures and initials, including 'Jm', 'AS', 'T.N.S.M', and a circular stamp.

- 1.2.5 no provision will be construed or interpreted against a Party by reason of such Party having or being deemed to have structured or drafted such provision;
- 1.2.6 all expressions contained in the Banking Services Agreement will have the same meaning in the Schedules and in any documents incorporated by reference;
- 1.2.7 effect will be given to any provision conferring rights or imposing obligations on a Party and appearing in any of the definitions in clause 1.1 or elsewhere in this Agreement as if it were a substantive provision of this Agreement;
- 1.2.8 terms other than those defined within this Agreement will be given their plain English meaning;
- 1.2.9 any reference to legislation refers to the date of the document in which it appears, as amended or replaced from time to time;
- 1.2.10 any reference to "days" will be construed as a reference to calendar days unless qualified by the word "business", in which instance the definition of Business Day will apply. 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 Business Day;
- 1.2.11 where figures are referred to in both numerals and words, and there is any conflict between the two, the words will prevail, unless the context indicates a contrary intention;
- 1.2.12 the words "including or include" must be read as "including, but not limited to".

2. RECORDAL

- 2.1 The Client issued a Banking Tender and invited the participation of qualifying bidders.
- 2.2 The Bank submitted the Bid to the Client.
- 2.3 The Client has appointed the Bank to provide it with the Solutions.
- 2.4 The Bank has accepted such appointment.
- 2.5 The Parties agree that (1) their relationship and (2) the Bank's performance of its obligations as stipulated in the Banking Tender will be regulated by this Agreement.

3. DURATION

- 3.1 This Agreement will commence on the Effective Date and will endure for a period of 5 years as contemplated in the Banking Tender, unless renewed by written agreement of the Parties or terminated earlier in accordance with the provisions of this Agreement.
- 3.2 Each of the Schedules will commence on the Commencement Date and will endure for the period agreed to in the Schedule, unless terminated as provided for in the Schedule or elsewhere in this Agreement.

4. ORDER OF PRECEDENCE

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:

- 4.1 in respect of provisions detailing the Solutions:
 - 4.1.1 the Schedules;


TNSM
4

- 4.1.2 the Banking Services Agreement; and
- 4.1.3 any document incorporated by reference;
- 4.2 in respect of other provisions:
 - 4.2.1 the Banking Services Agreement;
 - 4.2.2 the Schedules; and
 - 4.2.3 any document incorporated by reference,

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

5. THE SOLUTIONS

- 5.1 The Bank agrees to perform and to provide the Solutions.
- 5.2 Additional Solutions may periodically be included or amended by written agreement between the Parties.

6. FEES AND CHARGES

- 6.1 The Client will be liable to the Bank for the fees and charges for the Solutions as stated in the Pricing Schedule
- 6.2 The Bank will debit all fees and charges which are due and payable against the Client's Nominated Account. If for any reason the Bank is unable to deduct the fees and charges from the Client's Nominated Account, payment will be effected by the Client by no later than 30 days after receipt by the Client of an invoice from the Bank.
- 6.3 Escalation of the fees and charges will be provided for in the Pricing Schedule.
- 6.4 The Client will not be entitled to withhold payment of the amounts payable in terms of this Agreement for any reason, nor will the Client be entitled to apply set-off or deduction to any payments which it makes to the Bank in terms of this Agreement.
- 6.5 Any dispute regarding the fees and charges will be resolved in accordance with clause 17.

7. WITHDRAWALS FROM BANK ACCOUNT(S)

- 7.1 As prescribed in section 11 of the MFMA, the only officials permitted to withdraw money or to 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.
- 7.2 Where the Client's primary bank account is separate from other bank accounts it holds, then notwithstanding clause 7.1 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.
- 7.3 The Client undertakes that money withdrawn from the Client's bank account(s) will be paid only for those purposes prescribed in section 11(1) read with section 11(3) of the MFMA.

7gm AS 5
TNSM

8. CLIENT'S OBLIGATIONS

- 8.1 The Client must at all times:
- 8.1.1 adhere to the terms applicable to the Solutions as provided for in the agreements applicable thereto; and
 - 8.1.2 ensure that the Solutions are not accessed or used, or any relevant functions performed by anyone other than a person authorised by the Client to do so.
- 8.2 The Client must immediately report any fraudulent transactions of which it becomes aware to the Account Executive appointed to the Client by the Bank or otherwise as advised by the Bank from time to time.
- 8.3 The Client may issue instructions to the Bank under this Agreement by way of telephone or e-mail. The Bank is not required to confirm receipt of any instructions.

9. WARRANTIES

- 9.1 By the Bank:
- 9.1.1 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.
 - 9.1.2 The Bank warrants that the Solutions will be performed in a professional manner in accordance with good industry practice.
 - 9.1.3 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 foregoing, 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.
- 9.2 By the Client:
- 9.2.1 The Client warrants that it has the full power and authority to enter into this Agreement.
 - 9.2.2 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 Solutions.
 - 9.2.3 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 upon signature of this Agreement.

10. CONFIDENTIALITY AND DATA PROTECTION

- 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 authorised representatives

Handwritten signatures and initials in black ink. There are three distinct marks: a circular stamp-like signature on the left, a stylized signature in the middle, and another signature on the right. Below the middle signature are the initials 'TNSM'.

or employees reasonably requiring such information who are bound by written confidentiality obligations no less stringent than those contained in this Agreement prior to such release, and not to release or disclose it to any other party, unless so required by law.

- 10.3 The Parties hereby warrant that they will at all times strictly comply with all applicable legislation and with all the provisions and requirements of any Bank Data protection policies and procedures which may be in force from time to time.
- 10.4 The Parties hereby warrant and undertake that they will not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use any Confidential Information (expressly but without limitation the Data) for any purpose other than with the express prior written consent of the relevant Party and/or the Data owner (where applicable), and to the extent necessary to perform its obligations as set out herein.
- 10.5 Each Party further warrants that it will ensure that all its systems and operations which it uses to perform its obligations, including all systems on which any Confidential Information (expressly but without limitation the Data) is copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise used, will at all times be of a minimum standard required by law and be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.
- 10.6 Each Party further warrants that it will not, without the written consent of the other Party, do anything, or omit to do anything, which would cause Data to be transferred to a country other than the Republic of South Africa.
- 10.7 Each Party undertakes to inform the other Party immediately if any Data has been compromised.
- 10.8 Subject to the provisions of clause 12, 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.
- 10.9 The Parties' obligations under this clause 10 will survive the termination of this Agreement for any reason whatsoever.

11. THE BANK'S PRIVACY TERM

- 11.1 Notwithstanding anything to the contrary contained in this Agreement, the Client agrees and consents that its personal information (as defined in POPIA and which, for the purposes of this privacy term, includes special personal information as defined in POPIA) will be held by entities within the FirstRand group of companies (the "**FirstRand Group**").
- 11.2 To better understand the entities that form part of the FirstRand Group and how the Client's personal information is and will be treated, the Client is referred to the FirstRand Group Customer Privacy Notice (the "**Privacy Notice**"), which forms part of this privacy term. The Privacy Notice can be found on the Bank's website (www.fnb.co.za) or the Bank may be contacted to request a copy.
- 11.3 Notwithstanding anything to the contrary contained in this Agreement, by accepting this Agreement and/or by utilising any Solutions, the Client acknowledges that the Bank may, in order to:
- 11.3.1 conclude and fulfil contractual terms or obligations to the Client;
- 11.3.2 comply with obligations imposed upon it by law; and/or

gm AS 7
NSM

- 11.3.3 protect or pursue the Client's, the Bank's or a third party's legitimate interests, including offering Solutions that best meet the Client's needs,

process the Client's personal information through centralised functions and systems across entities in the FirstRand Group and may use such personal information for the purposes, in the manner, and with the appropriate controls as set out in the Privacy Notice.

- 11.4 Where it is necessary to obtain consent for processing outside of this privacy term, the Bank will explicitly seek the Client's consent separately.

- 11.5 The Bank wishes to ensure that the Client fully understands how its personal information may be used. The Bank has described the purposes for which the Client's personal information may be used in detail in the Privacy Notice. The Bank has furthermore set out further information about accessing, correcting or objecting to the processing of the Client's personal information in the Privacy Notice. The Bank strongly advises that the Client reads the Bank's Privacy Notice.

- 11.6 For the purposes of this Agreement, the responsible party is the party with whom the Client is contracting a Solution, as well as other entities in the FirstRand Group which are listed in the Privacy Notice as responsible parties. For the contact details of these responsible parties, please see the Privacy Notice.

12. CUSTOMER REFERENCE LISTS

The Bank, through its FNB Public Sector Banking department, responds to tenders issued by organs of state for the provision of financial products and services. A general requirement of these tenders is that the Bank produce a list of names of existing customers to whom such financial products and services are offered, together with the name and a telephone number of a designated person employed by the relevant customer (usually the municipal manager or chief financial officer) ("**customer lists**") which the tendering institution may use to obtain a reference regarding the Bank's performance. In this regard:

- 12.1 the Client agree that the Bank will be entitled to use the Intellectual Property of the Client in the aforesaid customer lists, without first obtaining the Client's prior written approval; and
- 12.2 the Client understands and agrees that the Bank will process and share its personal information and that of its designated parties (as referred to above) with these organs of state.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Subject to the remaining provisions of this clause¹³, all Intellectual Property owned by either Party (whether before or after the Signature Date) will remain the sole and exclusive property of that Party.
- 13.2 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.
- 13.3 Notwithstanding the termination of this Agreement (for any reason whatsoever) the Parties agree that the Intellectual Property rights which have accrued to the Bank as contemplated herein will remain vested in the Bank.




TNSM

14. INTELLECTUAL PROPERTY INDEMNITY

- 14.1 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.
- 14.2 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 14.1.
- 14.3 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.
- 14.4 The indemnity set out in clause 14.1 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.
- 14.5 The indemnity set out in clause 14.1 will survive the termination of this Agreement.

15. LIMITATION OF LIABILITY

- 15.1 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.
- 15.2 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.
- 15.3 The limitations of liability set forth in clauses 15.1 and 15.2 above will not apply to:
- 15.3.1 liability resulting from the gross negligence or wilful misconduct of either Party; and/or
- 15.3.2 claims for death or personal injury.

16. PERFORMANCE MONITORING AND ESCALATION

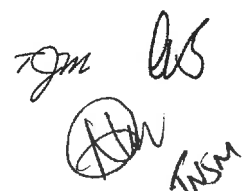
- 16.1 The Bank provides value-adding Solutions that are tailored to best suit the Client's requirements. A key distinguishing factor of the Bank is its quality customer relationship and service orientation (the "**Relationship Model**").
- 16.2 The Bank's performance and service levels will be assessed during service meetings between the Parties, the frequency and arrangement of which are to be agreed between the Parties.
- 16.3 Where an agreed service level has not been met, the Client must immediately escalate the issue and/or the risk and schedule an urgent meeting between the Parties to agree on the corrective measure/s to be put in place.
- 16.4 Any issues not resolved must be escalated to the next level of management. The Parties must try to resolve all issue/s within 7 Business Days following an escalation.

 9
 TNSM

- 16.5 Further details regarding the relevant key individuals in the Relationship Model are set out in Appendix 2 to the Solutions Schedule.

17. DISPUTE RESOLUTION

- 17.1 Any dispute which arises out of or in connection with this Agreement will be referred to a "**Committee**" consisting of 2 members appointed by the Bank and 2 members appointed by the Client, or alternates appointed by them. In this regard:
- 17.1.1 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;
- 17.1.2 the Committee will be constituted within 15 days of the delivery of the Dispute Notice (or such longer period as may be agreed to by the Parties in writing);
- 17.1.3 the Committee will meet by means of video conference, telephone conference or other communication equipment by means of which all members participating in the meeting can hear each other, alternatively, 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;
- 17.1.4 the Committee members will use their best efforts to resolve the dispute within 15 days of the dispute having been referred to them;
- 17.1.5 the Committee members will act as experts and not as arbiters.
- 17.2 If the dispute is unresolved by the Committee within 30 days of the date of delivery of the Dispute Notice, it may at the instance of the Party seeking relief be decided either by way of arbitration or litigation.
- 17.3 In the case of arbitration –
- 17.3.1 The arbitration will take place in Johannesburg in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**").
- 17.3.2 Should the disputants fail to agree in writing on an arbitrator within 14 days after arbitration has been demanded, the arbitrator will be nominated at the request of a disputant by AFSA.
- 17.3.3 Any disputant may appeal the decision of the arbitrator or arbitrators in terms of the rules of AFSA.
- 17.3.4 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.
- 17.3.5 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.
- 17.4 In the case of litigation –
- 17.4.1 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.
- 17.4.2 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.

Handwritten signatures and initials in black ink, including what appears to be 'JGM', 'AS', and a circled 'AW'.

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

18. BREACH

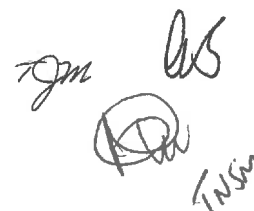
- 18.1 Should either Party (the "**Defaulting Party**") commit a breach of any of the terms and conditions hereof, and remain in default for a period of 30 days after receipt by it of written notice from the other Party (the "**Aggrieved Party**") calling for such breach to be remedied, the Aggrieved Party may, without prejudice to any other rights it may have hereunder or in law, either claim specific performance of the terms of this Agreement, or cancel the Agreement on immediate written notice, and in either case claim and recover damages from the Defaulting Party.
- 18.2 Without detracting from clause 18.1, the Bank may, without cost or penalty, cancel this Agreement at any time on immediate written notice to the Client if:
- 18.2.1 the Client commits a material breach of this Agreement which cannot be remedied; and/or
- 18.2.2 the Bank is of the view that the Client (or any person related to, acting on behalf of, or involved with the Client):
- 18.2.2.1 has or is suspected to have contravened any anti-corruption and/or anti-money laundering laws (locally or internationally); and/or
- 18.2.2.2 is, or is suspected to be, involved in terrorist activities (locally or internationally); and/or
- 18.2.2.3 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 The Bank will be excused from performing its duties under this Agreement including any Solutions 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. In such event, such failure to perform will not be a breach of this Agreement.
- 19.2 If the Bank is affected by an event of Force Majeure, it will, where possible, notify the Client and use reasonable endeavours to resume performance.

20. ADDRESSES FOR SERVICE

- 20.1 Each Party hereby selects as its *domicilium citandi et executandi* the address specified under its name on page 1 of this Agreement, at which all notices and legal processes must be delivered to it for the purposes of this Agreement.
- 20.2 In respect of invoices, statements and any other related queries, the Bank acknowledges that the Client hereby selects the contact details as specified in the applicable Schedule or, if not so specified, the contact details as specified on page 1 of this Agreement.
- 20.3 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.

Handwritten signatures and initials, including 'Jm', 'AS', 'ADW', and 'TNSM'.

- 20.4 Any notice to the other Party delivered via registered post will be deemed, unless the contrary is proved, to have been received 7 days after the date of posting.
- 20.5 Any notice to the other Party delivered via e-mail will be deemed, unless the contrary is proved, to have been received only after the other Party has acknowledged receipt thereof.
- 20.6 If either Party changes its e-mail addresses or *domicilium* address, it will forthwith notify the other Party in writing accordingly of the changes.
- 20.7 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other will be adequate written notice or communication to such Party, notwithstanding that the terms and conditions of this clause 20 were not strictly complied with.

21. CESSION, ASSIGNMENT AND SUB-CONTRACTING

- 21.1 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.
- 21.2 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.
- 21.3 The Bank will be entitled to appoint sub-contractors to perform all or part of the Solutions. The Bank will remain liable for all its obligations under this Agreement notwithstanding that it may have appointed sub-contractors to perform all or part of the Solutions.

22. 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.

23. FOREIGN TAX OBLIGATIONS

- 23.1 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.

The Client hereby certifies the above to be correct and that it has no foreign tax liability (please check the appropriate box):

☐ 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

Handwritten signatures and initials:
 TGM, AS, and a large circular stamp.

- 23.2 The Client undertakes to inform the Bank in writing of any change to its status as set out in this clause 23 within 30 days of the change to such status.
- 23.3 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.
- 23.4 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.
- 23.5 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 23 and that the information provided in this clause 23 is true, correct and complete.

24. GENERAL

- 24.1 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.
- 24.2 No Party will have any claim or right of action arising from any undertaking or representation not included in this Agreement.
- 24.3 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.
- 24.4 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.
- 24.5 Should any of the terms of this Agreement be held to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 24.6 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.
- 24.7 This Agreement will be binding on and enforceable by the trustees, permitted assigns liquidators or other legal successors of the Parties.
- 24.8 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.
- 24.9 To the extent relevant, the intentional act of electronically signing this Agreement will 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

Handwritten signatures and initials, including 'TGM' and 'AS', are present at the bottom right of the page.

this Agreement. The use and/or production of an electronic version of this Agreement will fully satisfy any requirement that this Agreement be in writing.

- 24.10 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.
-

rgm AS
TSM

SCHEDULE 1**PRICING SCHEDULE****Primary Pricing**

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

Please note that primary pricing will remain unchanged until 30 June 2026. During the period leading up to 30 June 2026, 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 is able to assist the ELM 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.

Secondary Pricing

Secondary pricing is the cost of services that the ELM will only utilise on an adhoc basis as and when required. All secondary pricing is reviewed annually adjusted automatically on 1st July. An official letter will be sent to the ELM.

Please refer to the pricing templates overleaf for ease of reference in order to differentiate between primary and secondary charges.

Credit Interest Rate

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

Value Added Tax

Pricing quoted in this proposal is reflected as follows:

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

Important Points to Note

- Primary pricing will remain unchanged until 30 June 2026; During the period leading up to 30 June 2026, pricing reviews will take place, however the final decision to implement revised pricing lies with FNB. The ULM will be advised in writing of any changes to be implemented.
- FNB has provided the ELM 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.

Please refer to Pricing Schedule of the Bid Specification document pages 47 to 53 for the handwritten pricing and in Annexure B for our Secondary Pricing Schedule with additional pricing items.

79pm AS 15
TAM



EMADLANGENI LOCAL MUNICIPALITY BID DOCUMENT

BID REFERENCE: MN01/2024-25

BID DESCRIPTION: BANKING SERVICES FOR A PERIOD OF 5 YEARS

CLOSING DATE & TIME: 20 December 2024 AT 12H00pm

SERVICE PROVIDER'S DETAILS

Name of Service Provider	:	FIRSTLAND BANK LIMITED
Tender Amount	:	R105.39
Contact Person	:	① Patience Ngwame ② Thobela Jemsana
E-mail Address	:	① Angwame@FNB.CO.ZA ② Jemsana@FNB.CO.ZA
Telephone Number	:	① (082) Code 233 4718/087 335 6981 ② (083) 797 2389/087 335 0734
Fax Number	:	(N/A) Code N/A
Physical Address	:	FNB Business, 1st Floor FNB Richards Bay Heiti car Park Richards Bay 39100

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this bid, including the physical aspects of working areas, and by the submission of a bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this bid, including the physical aspects of working areas, and by the submission of a bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Handwritten signatures and initials: TQM, AS, TSN, and a circled signature.

2.2.2 ESCALATION

2.2.2.1 Escalation will only be allowed once per year for the last four years of the contract. Escalation is however not compulsory and if no escalation will take place it must be stated as such in the space provided below. For bid evaluation purposes the stated quantities as per pricing schedule will remain unchanged therefore the total cost for year 1 will be used to apply the escalation percentage for the outer 4 years.

FIXED ANNUAL ESCALATION PERCENTAGE, IF ANY:

.....
ESCALATION LIMITED TO INFLATION RATE 4.50%
.....

IF DATE OF ANNUAL ESCALATION IS DIFFERENT FROM THE 1ST OF JULY OF EACH YEAR, STATE

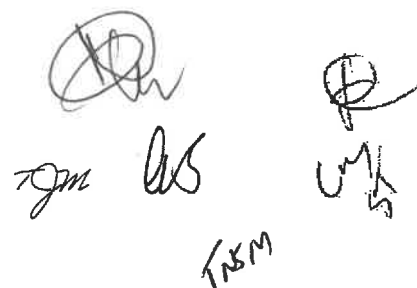
THE DATE OF ANNUAL ESCALATION:

.....
1ST JULY EACH YEAR
.....

No escalation will be allowed within 12 months of contract.

2.2.2.2 The bid will be evaluated for pricing purposes over the full term of the contract term, in other words for the full term of 5 years.

2.2.2.3 All tariffs quoted as per pricing schedule will be adjusted with the escalation percentage as quoted in 2.2.2 for the 4 outer years from the date as indicated, the tariffs will be round to the same decimal digits as included in the pricing schedule.


Handwritten signatures and initials: TGM, AS, TSM, and others.

2.2.3 PRICING SCHEDULE

	Description	Tariff per transactio ns (Excluding VAT)	Number of transactio ns per annum	Value of transactio ns per annum	Cost per annum Year 1
1.	Fees for deposits and deposit related transactions				
1.1	Cash Deposits	R0.00	1		R0.00
1.1.1	Cash centre (Tariff per R100.00)	R0.34	1		R0.34
1.1.2	Branch deposits (Tariff per R100.00)	R0.00	1		R0.00
1.2	Electronic payments by third parties into the bank account:	R0.00	1		R0.00
1.2.1	Pay @ (per transaction)	R0.00	1		R0.00
1.2.2	Iron (per transaction)	R0.00	1		R0.00
1.3	Cheque deposit encashment fees	N/A			N/A

1.4	Electronic bank transfers received (ACB)	RO.00	<u>1</u>		RO.00
1.5	Electronic bank transfers received (Direct deposits)	RO.00	<u>1</u>		RO.00
1.5.1	Unpaid items:	RO.00	<u>1</u>		RO.00
1.5.2	ACB's (per transaction)	RO.00	<u>1</u>		RO.00
1.5.3	Refer to drawer cheques (per transaction)	N/A			N/A
1.6	Deposit identifier transaction fees:	RO.00	<u>1</u>		RO.00
1.6.1	Monthly fee (Tariff per month)	RO.00	<u>1</u>		RO.00
1.6.2	Over the counter at same bank (Customer identification number) Tariff per transaction	RO.00	<u>1</u>		RO.00
1.6.3	Electronic deposit transfer identifier all banks - Tariff per transaction	RO.00	<u>1</u>		RO.00

TGM AS


 WY
 TMSM

1.7	Duplicate deposit slips of payments made directly into the bank account of the municipality	20.00	<u>1</u>		20.00
1.8	Triplicate deposit books, printing and encoding (per book)	20.00	<u>1</u>		20.00
2	Fees for withdrawals and related transactions				
2.1	Cheque payments made (Tariff per cheque issued)	N/A			N/A
2.2	Electronic bank transfers (Creditors payment runs)	20.00	<u>1</u>		20.00
2.3	Debit orders	20.00	<u>1</u>		20.00
2.4	Electronic bank transfers (Salary payment Must be immediate)	20.00	<u>1</u>		20.00
2.5	Internet bank transfers for investing municipal funds	20.00	<u>1</u>		20.00
2.6	Petty cash withdrawals	20.00	<u>1</u>		20.00

2.7	Real time gross settlement - Urgent More than RSM payments (Tariff per instruction)	R52.17	<u>1</u>		R52.17
2.8	Real time gross settlement - Mandatory Less than RSM (Tariff per instruction)	R39.13	<u>1</u>		R39.13
2.9	Stop payment of cheques or electronic advices	R0.00	<u>1</u>		R0.00
3	Merchant services				
3.1	3.1. Once off installation fee	R0.00	<u>1</u>		R0.00
3.2	3.2. Stand-alone terminal rental per month: (Per machine)	R0.00	<u>1</u>		R0.00
3.3	3.3. Mobile terminal rental per month: (Per machine)	R0.00	<u>1</u>		R0.00
3.4	3.4. Credit cards (% Commission)	2%		2% on value of sale	
3.5	3.5. Debit cards (% Commission)	1.5%		1.5% on value of sale	

TGM AS

Handwritten signature and initials, including a circled 'A' and the word 'TGM'.

	Description	Tariff per transactio ns (Excluding VAT)	Number of transactio ns per annum	Value of transactio ns per annum	Cost per annum Year 1
4	Bank statements				
4.1	Hard copy (Pages)	20.00	1		20.00
4.2	Electronic bank statements (Fixed monthly fee)	20.00	1		20.00
4.3	Provision of data in format compatible to the financial system vendor of the Municipality	20.00	1		20.00
5	Interest on current bank balance				
5.1	Interest on Credit balances: Daily balance per day -365 days Interest rate quoted must be linked to prime: For evaluation purposes prime is set at	Prime (11.25%) less 6.5% = 4.75%			

Tgm AS
 TW
 UM ST

	Cost per annum amount should be deducted from cost. No VAT				
5.2.	Interest on Debit balances; Daily balance per day - 2 days Interest rate quoted must be linked to Prime rate.	$P_{\text{time}} = 11.25\%$			

	Description	Tariff per transaction (Excluding VAT)	Number of transaction s per annum	Value of transaction s per annum	Cost per annum Year 1
6	Ad Hoc transactions				
6.1	Monthly management fee, if applicable	20.00	1		20.00
6.2	Minimum monthly service fee, if applicable	20.00	1		20.00
6.3	Electronic Sweeping facilities, if applicable	20.00	1		20.00

rgm AS

unf

125m

	(Automatically transfer balances Per transaction)				
6.4	Third party account verification services: (per enquiry)	20.00	<u>1</u>		20.00
6.5	Setup of new user of electronic banking services	20.00	<u>1</u>		20.00
6.6	Reset of the login key of electronic banking operators	20.00	<u>1</u>		20.00
6.7	Reset of password of electronic banking operators	20.00	<u>1</u>		20.00
6.8	Replacement of stolen, lost or broken access control tokens	20.00	<u>1</u>		20.00
6.9	Auditors reports - certificate of interest	20.00	<u>1</u>		20.00

Total cost

291.64

VAT

213.75

Total cost inclusive of VAT

2105.39

NB remember No VAT on item 5.1 and 5.2

AS

79m

um ST

ST

1.5.5m

SOLUTIONS SCHEDULE

This Schedule describes the products and services which the Bank will provide to the Client and defines the Bank's service support does not provide a comprehensive list of Solutions that are available to the Client and it can be amended by way of agreement operational service delivery issues and relevant communication processes (i.e. query handling processes).

The Parties will review this Schedule as and when the need arises and will amend this Schedule accordingly with any agreed material changes. Any amendments to this Schedule, if initialled or signed by both Parties will apply at all times.

A. Solutions for Banking Accounts

	Description of Solution Provided	Service/Activity
1.	Opening a Banking Account	- o The Bank will open a bank account on receipt of the original and correct account opening mandates from the Client and all Financial Intelligence Centre Act 38 of 2001 (FICA) documentation. - o The Bank will send an e-mail confirming receipt of the instruction to the Client. - o The Bank will e-mail a letter confirming the opening of the account to the Client.
2.	Closing a Banking Account	- o The Bank will close a Client bank account on receipt of an original instruction (signed by the signatories of the Client instructing the Bank to close the bank account and instructing the Bank to remove the account from the Client's banking profile and send a confirmation letter that advises that the account has been removed from the Client's profile). - o The Bank will send an e-mail confirming receipt of the instruction to the Client. - o The Bank will remove the account from the Client's banking profile and send a confirmation letter that advises that the account has been removed from the Client's profile.
3.	Updating (not removing) of signatories on Client mandates	- o The Bank will update a signatory on a mandate on receipt of the completed and correct mandate and required FICA documentation. - o 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 statements.
5.	Relationship Team	○ The Bank will provide the Client with a dedicated relationship manager and a Relationship Manager. ○ The relationship manager will be responsible for change management. ○ In addition to the above, the relationship manager will have the following responsibilities: ▪ Guide the Client towards effective banking strategies and channel optimisation ▪ Support the Client in resolving queries. ▪ Be the key point of contact between the Client and the Bank. ▪ Share with the Client how to (i) reduce the cost of banking upon becoming aware where possible. ▪ Assist and share with the Client best options for executives on their foreign travel
6.	Query Resolution (Includes unallocated funds, etc.)	○ The Relationship Team will track and escalate queries to which they have been involved. ○ The Bank will respond to the Client on the query and providing feedback on the status. ○ The Bank will provide the Client with a query log showing open queries, closed queries. ○ The query log will be discussed at the operational meetings. ○ All queries must be sent via e-mail (in writing with supporting evidence and documents). ○ The Bank will send to the Client an e-mail confirming receipt of the query.

B. Solutions for Transactional Banking

	Description of Solution 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 e-mail and other departments will reference number should that type of query be forwarded to a query resolution team
2.	Unauthorised Debit Orders	○ If an unauthorised debit order is processed on the Client's account, the Client's manager in writing and will provide the Bank with a specific written instruction to reverse said instruction and will reverse the debit order, subject at all times to the Bank's rules reversals, notification periods and all other applicable product terms and conditions ○ Debit-check and debit Order forms to be completed and the official debit order registered

C. Specific Solutions for Online Banking

	Description of Solution Provided	Service/Activity
1.	Lifting of Limits (within the approved facility)	○ Online Settlement Limits: The Bank will consider and process the Client's application instruction from the Client containing the following information: 1. Account Number 2. Amount 3. From date 4. To date

		5. User Codes. ○ Please note that Online settlement limits do not allow for excesses; thus, any automatically be rejected and the Client must arrange for an increase in the limit submitted again. ○ PACS Transaction ▪ Exceeded Item Limits: The Client will send a letter of instruction at least 3 (thr Relationship Team to action urgently. ▪ Exceeded Aggregate Limit: All transactions causing the excess in the aggrega is monitored by the Bank's credit and risk department. On receipt of the excess Centre, or the Digital Portfolio Manager, at least 3 (three) hours before cut-of authority has been received, the transactions are authorised and processed in th The Bank will advise the Client on whether the excess has been authorised.
2.	Online Banking Platform Failure and Client System Failures	○ Online Banking Platform Failure: In the event of total FNB Online failure, the Onlin Staff and thus manual payments cannot be processed. 1. In the event of any regional disaster, the Bank's Business Continuity Plan will advise on the impact as soon as it has been assessed. 2. In the event of a disaster at the Client, the Client is to advise the Relationship Te and whether any new processes should be followed. 3. In cases where the Bank may be in a position to assist with manual payments fro this can only be considered based on the actual request at the time.

3.	Payments Cut-off Times	Service	Same day	1-day (salaries)	2-day	Pa
		Submission	Anytime	1 business day before Action date	2 business days before Action date	In a the bel
		Cut-off Monday to Friday	FNB: 20:00 Other banks: 16:45	All banks: 16:45	All banks: 14:45	FN NP ba
		Cut-off Saturday	FNB: 20:00 Other banks: 10:15	All banks: 10:15	All banks: 8:45	FN NP ba
		Cut-off Sunday	Not applicable – not a business day	Not applicable – not a business day	Not applicable – not a business day	NP ba apl
		Time of posting	Posted next day. Value date same as action date	Morning of action date	Morning of action date	Pay pay up to rec acc
4.		Important Notes: - Payment cut-off times are prescribed by the Payment System Operator, Banksen the prescribed cut-off times to ensure that the files are processed per the payment - Extensions of payment cut-off times are granted based on Electronic Funds Tr approval, provided that there is an industry-wide request which impacts on multiple incur additional costs based on the extension requested. Real Time Clearing (RTC) - Real Time Clearing (RTC) Payments has temporarily been deactivated, e Service Type will processed via Real Time Gross Settlement (RTGS).				

		• Business days exclude Sundays and Public holidays ○ To ensure problem free transacting, the Bank suggests that the Client o dates for payments, as dating these for an action on a Public Holiday will r funds on the next valid business day. • Pay & Clear Now ○ Any transaction with a value of R5 million and over is handled by the NF Pay & Clear Now as stipulated above must be adhered to. ○ Please refer to the Payment Service type section in the User guide to le Type Option.
5.	Password Re-Sets for Client Administrators	○ The process is set out in the Online Banking Manual.
6.	Account Verification	○ Online verification is set out in the Online Banking Manual.
7.	Unpays	○ The Bank will automatically generate the EF 70 report (unpaid report). Copies c available to the Client's nominated representatives immediately after receipt of the ○ Unpaid notifications are supplied as and when the respective banks "unpay" the sj
8.	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 th the Bank before 12h00 on the day before payment is due to be made. The Bank's 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.
9.	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 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 the request resulted in the payment.

D. Online Maintenance (Technical Support)

Description of Solution 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 e-mail. ○ Call Logging: the logging of requests for system support services is as follows: ▪ The Client identifies and prioritises the problem;

	▪ Online Banking - The Client places the call to the Support Centre on contact numbers are forwarded to the Online Support Centre to the e-mail onlineclientsupport@fnb Team. ▪ Host to Host - The Client places the call to the Support Centre on fintegratesupport@rmb.co.za or gtsclientsupport@fnb.co.za
	Faults reported will be classified in accordance with the following categories: ○ Support Centre Service: Performed at the Bank's location and includes telephone Client identify problems with the system. ○ Error Correction Service: This service is provided when the Client reports a suspected procedures agreed between the Client and the Bank. The Bank will make reasonable deviations from the agreed functional specifications for the current release of the system. ○ System Maintenance Release Services: This service provides for incremental 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 with the Support Centre. The Client will perform the problem diagnostic routines prior is sent to the site. Assistance covers diagnosis and identification of suspected resolutions. Escalation outside normal guidelines can be invoked at any time provided sufficient grounds Call Closure Logging: ○ Once the problem is resolved and normal operations have resumed at the Client's 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 service raise a change request.

	○ If the Client requires certain reports relating to calls logged, the Client may at any time request these reports from the Digital Portfolio Manager, who will communicate this request to the Digital Portfolio Manager.
--	---

E. Specific Solutions for Forex Payments

	Description of Solution 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 a
3.	Exchange Control Applications to the Reserve Bank	○ The Bank will advise the Client on the outcome of the application to the Reserve E
4.	Loading of Beneficiaries	○ The Bank will load a beneficiary on receipt of a correctly completed Bank form to wh details is attached. However, the process where the Client loads its own benefic Bank.

OPERATING HOURS AND TRANSACTION CUT-OFF TIMES

OPERATING HOURS		
Client Support – FNB Public Sector Banking	Monday – Friday	08h00 – 17h00
FNB Branches	Monday – Friday	08h00 – 17h00
	Saturdays	08h00 – 11h00
Only FNB Branches are open on Saturdays and operating hours may vary (depending on the location of the FNB Branch).		
Head Office is closed on Saturdays, Sundays and public holidays		
FNB Online Office Hours	Monday – Friday	08h00 – 17h00
	Saturday	08h00 – 12h00
TRANSACTION CUT-OFF TIMES		
Online Banking Platform (Enterprise™)		
Payments		
FNB to FNB	Monday - Saturday	20h00
FNB to other banks	Monday – Friday	16h45
	Saturday	10h15
Salaries	Monday – Friday	16h45 – 1 day prior to pay date
	Saturday	10h15 – 1 day prior to pay date
Intra-day Interbank payments	Monday – Friday	16h00
	Saturday	10h00
Collections		
FNB to FNB	Monday – Saturday	20h00
FNB to other banks	Monday – Friday	16h45
	Saturday	10h00

APPENDIX 2 TO SCHEDULE 2**RELATIONSHIP MODEL AND ESCALATION DETAILS**

The Client will be assigned a dedicated Account Executive (AE), namely **Patience Ngwane**, to manage the overall relationship with a strong focus on the Solution provided. The Relationship Team is situated at:

FNB Public Sector Banking
FNB Richards Bay
1st Floor Haiti Car Park
Richards Bay
3900

Relationship Team Escalation and Contact Details		
First Contact	Zethu Dlamini Account Executive Assistant/Analyst	Tel No: 087 790 2615 E-mail address: zdlamini3@fnb.co.za
Second Contact	Patience Ngwane Account Executive	Tel No: 087 335 0733 Cell No: 082 833 4718 E-mail pngwane@fnb.co.za
Third Contact	Thobela Jemsana Regional Director	Tel No: 087 335 0734 Cell No: 083 797 2359 E-mail address: tjemsana@fnb.co.za
Fourth Contact	Anrie Spangenberg Provincial Head/Project Manager: Coastal Region	Tel No: 087 730 7233 Cell No: 082 564 5933 E-mail address: aspangenberg@fnb.co.za

Investment Desk Escalation and Contact Details		
First Contact	Cherity Gabela Investment Advisor	Telephone: 087 311 8119 Mobile: 076 846 0175 Email: cgabela@fnb.co.za
Second Contact	Ndisha Libago Investment Advisor	Telephone: 087 328 0390 Mobile: 076 061 5338 Email: ndisha.libago@fnb.co.za
Third Contact	Clare Nyama Head: Investments	Telephone: 087 312 3625 Mobile: 072 064 6561 Email: clare.nyama@fnb.co.za

FNB Online Escalation and Contact Details		
First Contact	FNB Online Banking Helpdesk	Tel No 087 575 0000
Second Contact	Rory Crawford Digital Portfolio Manager	Mobile 064 522 2450 E-mail address rory.crawford@fnb.co.za
Third Contact	Revert to Relationship Team	As above

FNB Closest Branch Contact Details		
First Contact	Marie van Zyl Branch Manager	Tel No: 087 345 4572 E-mail address: marie.vanzyl@fnb.co.za
Closest Branch	FNB Utrecht Branch 56A Voor Street, Utrecht, 2980	Tel No: 087 345 4572 E-mail address: marie.vanzyl@fnb.co.za
Next Escalation	Revert to Relationship Team	As above

FNB International Banking Escalation and Contact Details		
Regional Sales	Ridwan Kathrada Business Development Manager	Tel No 031 580 6325 E-mail address ridwan.kathrada@rmb.co.za
First Contact	Internal Banking Support Centre	087 737 6239
First Escalation	Warren Fenner Business Development Head	Tel No 031 580 6436 E-mail address warren.fenner@rmb.co.za
Second Escalation	Revert to Relationship Team	As above

Member States Escalation and Contact Details

Cash Solutions Escalation and Contact Details		
First Contact	Jeethesh Mahadev Regional Cash Specialist: KZN	Tel No: 083 382 7973 E-mail address Jmahadev@fnb.co.za
Next Escalation	Revert to Relationship Team	As above

Fleet Services Escalation and Contact Details		
First Contact	Niezaam Matthews Fleet Services Specialist	Tel No: 087 736 6883 Cell No: 072 703 4198 E-mail address: nmatthews@fnb.co.za
Second Escalation	Thabo Mthombeni Sales Specialist	Tel No: 087 736 6898 Cell No: 072 392 8429 E-mail address: TMthombeni@fnb.co.za
Next Escalation	Revert to Relationship Team	As above