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GENERAL TERMS

SANCTIONS & FINANCIAL CRIME

POINTBREAK AND ASHBURTON must comply (and in some cases make policies, standards and/or guidelines to foster voluntary compliance) with laws, requirements, standards, recommendations, guidelines and directives relating to terrorism, corruption, bribery, money laundering, financial crime, Know Your Customer requirements and sanctions obligations, locally and internationally (as it may be applicable), issued by various bodies in a number of jurisdictions and POINTBREAK AND ASHBURTON 's own policies as aligned to POINTBREAK AND ASHBURTON 's compliance framework and requirements in this regard (referred to as the "Requirements") in relation to you, any entity, any security provider, any persons related to them or involved with them, or acting on behalf of, or involved with, you, including their mandated persons, directors, executives, signatories, shareholders, holding companies, trustees, beneficiaries, partners, managers, controllers, associates, subsidiaries, beneficial owners, ultimate beneficial owners and related entities (you and all of the aforesaid persons and entities are referred to as "Impacted Persons").

In order to comply with the Requirements, or if:

- any fraud or criminal activity (actual or perceived) is suspected; or
- the conduct (actual or perceived) of any Impacted Person is in POINTBREAK AND ASHBURTON 's view undesirable; or
- performing under any agreement, instruction or transaction places POINTBREAK AND ASHBURTON in breach of any local or international law, regulation or Requirement; or
- performing any obligations under any agreement or continuing the relationship with any Impacted Person would adversely affect or otherwise reduce or remove POINTBREAK AND ASHBURTON 's ability to: (i) raise local or international funding; and/or (ii) contract with, or maintain its relationships with, international financial institutions; and/or (iii) transact in or process payments or otherwise deal in other currencies.

POINTBREAK AND ASHBURTON may, at the start of the business relationship and/or at any time thereafter, in relation to any Impacted Persons, do any or all of the following:

- verify (check and confirm) their identity;
- monitor any account, business relationship, deal, facility, instruction or transaction;
- request Know Your Customer information and evidence and further information or evidence which might exceed the scope of what is required under specific legislation;
- verify any transaction or instruction or recipient before processing it;
- refuse any account, business relationship, deal, facility, instruction or transaction;
- place a hold on, or freeze, any account, business relationship, deal, facility, instruction or transaction, including instances where an Impacted Person does not provide documents or evidenced as required by POINTBREAK AND ASHBURTON in terms of the Requirements;
- refuse to do business with any impacted person that it considers undesirable or that is involved in undesirable conduct;
- on 30 days' notice (or less if warranted) terminate any account, business relationship, deal, facility, instruction or transaction with any Impacted Person or refuse to honour any instrument or carry out any transaction;
- refuse to do business with any person or Impacted Person that falls outside POINTBREAK AND ASHBURTON 's risk appetite or that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time;
- terminate the relationship with any Impacted Person if POINTBREAK AND ASHBURTON is compelled to do so by law or if POINTBREAK AND ASHBURTON has reason to believe that a continued relationship will expose POINTBREAK AND ASHBURTON to reputational or business risk.

POINTBREAK AND ASHBURTON will not be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by anyone as a result of, arising from, or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this clause, provided that the Impacted Persons will remain liable to POINTBREAK AND ASHBURTON for all amounts owing to POINTBREAK AND ASHBURTON (actual or contingent). POINTBREAK AND ASHBURTON will not be liable for any loss whatsoever, should any foreign bank (1) refuse to execute any instruction, (2) delay payment or withhold funds due to any Requirement.

SANCTIONS

TAKE NOTE: We endeavour to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this we can do any of the following things if we consider it is necessary to do so, or if Namibia and international laws, rules, regulations, restrictions and policies ("the laws") allow or require us to do so:

We may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This

includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. We will do this at the start of the business relationship and as often as we or the law considers necessary thereafter. We can refuse to do business with any person or entity that we consider as undesirable.

You agree to assist us to comply with the laws by providing us with all the information and documents we require. If you fail to do so or provide false information we can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end our relationship with:

- any person that appears on any sanction list as prescribed by legislation or
- used by us in the management of our risk or that is linked to any person that appears on such sanction list, or
- linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- We can end our relationship with a customer.
- We can monitor any transactions and instructions.
- We can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction.
- We can refuse to carry out any instruction or transaction. We can place a hold on any account.

COMPLIANCE WITH THE US FOREIGN ACCOUNT TAX COMPLIANCE ACT

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

Because Namibia's laws to some extent limit POINTBREAK AND ASHBURTON 's ability to comply with the FATCA Rules POINTBREAK AND ASHBURTON was registered as a Limited FFI in terms of

the FATCA Rules. Under the FATCA Rules, POINTBREAK AND ASHBURTON may be required to report certain information, including to the IRS. The FACTA Rules may also require POINTBREAK AND ASHBURTON to withhold certain payments, to put a hold on or close accounts, or to transfer accounts to another financial institution. Also, other financial institutions may withhold certain payments made to POINTBREAK AND ASHBURTON or its clients. For purposes hereof, POINTBREAK AND ASHBURTON requires your agreement to the extent it is required and permitted under the laws of Namibia. Consequently, you agree to provide POINTBREAK AND ASHBURTON with any information required for purposes of complying with the FATCA Rules. You agree that POINTBREAK AND ASHBURTON may disclose or report your or any Impacted Persons' information, or any information pertaining to you/him/her) to the IRS or any other party, in any jurisdiction, or to otherwise keep, use or process such information, for purposes of complying with the FATCA Rules from time to time as POINTBREAK AND ASHBURTON may reasonably determine in our sole discretion.

You agree that we may (i) withhold any payment, or part thereof, from you, whether such payment has already been credited to your account or not, or debit your account with any amount, and if required pay such amounts over the IRS or its agents; and/or (ii) to put a hold on or close your account or to transfer your account to another financial institution; as may be required in terms of the FATCA Rules from time to time as we may reasonably determine in our sole discretion. You acknowledge that the FATCA Rules may result in third parties, e.g. withholding agents under the FACTA Rules, withholding certain payments, or part thereof, from POINTBREAK AND ASHBURTON , FirstRand Bank or FirstRand or from you.

You waive any claims that you may have against POINTBREAK AND ASHBURTON or any other members of the FirstRand group of companies, or their employees, officials and directors, as a result of any action, omissions or other circumstances contemplated in this clause, or otherwise as a result of adherence with the FATCA Rules. You further indemnify POINTBREAK AND ASHBURTON and all other members of the FirstRand group of companies, their employees, officials and directors against any damages, claims, losses or otherwise, as a result of any actions, omissions or other circumstances contemplated in this clause, or otherwise as a result of adherence to the FATCA Rules.