

## GENERAL TERMS AND CONDITIONS (CORPORATE INSTRUMENTS)

### 1. Introduction

- 1.1 This document contains the Terms for our Corporate Instruments. In addition to these Terms, each of our Corporate Instruments has terms and conditions which are specific to that Corporate Instrument ("**Product Specific Terms**").
- 1.2 These Terms and any Product Specific Terms form a binding agreement between you and us, so please ensure that you know, understand and comply with all of them.

### 2. Definitions

We have defined some words and expressions in this clause 2 for consistency. Singular words include the plural and the other way round.

<b>Word</b>	<b>Meaning</b>
<b>African Bank Limited, Bank, we, us or our</b>	African Bank Limited (Registration number 2014/176899/06) (which changed its name from K2014176899 (South Africa) Limited on 4 April 2016.
<b>Agreement</b>	The agreement between you and us which is made up of these Terms, the relevant Product Specific Terms, any and all application forms, confirmations, certificates, notices and other documents issued to you by the Bank.
<b>Applicable Law</b>	Any law (including statutory, common or customary law), statute, constitution, decree, treaty, regulation, judgment, directive, by-law, order, or other legislative measure, requirement, request or guidance (whether or not having the force of law but, if not having the force of law, is generally complied with by the person to whom it is addressed or applied) of any government, supranational, local government, statutory, regulatory or self-regulatory or similar body or authority or court.
<b>Bank Liability Management Exercise</b>	The separate bank liability management exercises conducted by Residual Debt Services Limited (under Curatorship), formerly known as "African Bank Limited (under Curatorship)", in respect of securities issued by it in terms of its domestic and European note programmes, all unsubordinated wholesale deposits, corporate deposits and other debt instruments issued by it, bilateral facilities entered into by it and other senior claims against it proved to and accepted by the Curator of such bank, and all subordinated debt raised by or instruments issued by it, at any time prior to 4 April 2016.
<b>Beneficial Interest</b>	In relation to an Uncertificated Instrument which is held in the CSD or via a Participant, the beneficial interest as co-owner of an undivided share in that Uncertificated Instrument, in accordance with the FMA.
<b>Business Day</b>	A day (other than a Saturday, Sunday or official South African public holiday) on which banks are open for general business in Johannesburg.
<b>Client, you or your</b>	The Person who holds or invests in a Corporate Instrument, or on behalf of which an investment in a Corporate Instrument is made.
<b>Corporate Instruments</b>	Collectively all unsubordinated corporate deposits (i.e. deposits that are not Retail Deposits) held by the Bank and other debt instruments issued by the Bank (other than instruments issued under a specific programme) from time to time, including:  promissory notes and negotiable certificates of deposit issued in dematerialised form and settled through the STRATE system;  promissory notes and negotiable certificates of deposit issued in

certificated form and settled directly to the bearer or holder thereof; and bilateral corporate deposits (other than promissory notes and negotiable certificates of deposits) including call deposits, and fixed and floating rate term deposits that are not Retail Deposits.

<b>CSD or STRATE</b>	Strate Proprietary Limited, registration number 1998/022242/07, a private company incorporated in the Republic of South Africa, being a registered central securities depository in terms of the FMA, or such additional, alternative or successor securities depository as may be approved by the Bank.
<b>Dodd-Frank</b>	The Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended from time to time.
<b>EMIR</b>	Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories.
<b>Exchange Corporate Instrument</b>	Each Corporate Instrument issued to the Client pursuant to the Bank Liability Management Exercise.
<b>FATCA</b>	The Foreign Account Tax Compliance Act (FATCA), as amended from time to time.
<b>FICA</b>	Financial Intelligence Centre Act 38 of 2001, as amended from time to time and including subordinate legislation.
<b>FMA</b>	Financial Markets Act 19 of 2012, as amended from time to time and including subordinate legislation.
<b>IRS</b>	The United States Internal Revenue Service.
<b>Group</b>	Our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates and subsidiaries of our holding company.
<b>Instruments</b>	Negotiable certificates of deposit, promissory notes and other instruments offered by us from time to time and in relation to which these Terms and the relevant Product Specific Terms are expressed to apply.
<b>Participant</b>	A Person that holds in custody and administers securities or an interest in securities and that has been accepted by the CSD as a participant in terms of section 31 of the FMA.
<b>Paying Agent</b>	The Bank, unless the Bank elects to appoint another entity as Paying Agent, in which event such other entity.
<b>Person</b>	A company, corporation, trust, fund manager, broker or other entity whether or not having separate legal personality, and " <b>person</b> " when used in lower case includes a natural person.
<b>POPI</b>	Protection of Personal Information Act 4 of 2013, as amended from time to time and including subordinate legislation.
<b>Product Specifications</b>	The specific features of the Corporate Instruments, including, but not limited to, interest rates, minimum and maximum terms, qualifying criteria and notice periods, published by the Bank in any material issued for the relevant Corporate Instrument and/or on the Bank's website or communicated by the Bank orally or in writing to its clients from time to time or, in respect of interest rates, published on trading platforms such as Bloomberg.
<b>Retail Deposits</b>	Deposits made with the Bank in the name of natural persons, and where the Bank relies on the identity numbers or passport numbers of such natural persons, together with other personal documentation required in terms of FICA, in order to confirm that such depositors are natural

	persons.
<b>SARS</b>	The South African Revenue Service.
<b>Terms</b>	The terms and conditions embodied in this document, as amended, updated or replaced from time to time.
<b>Transaction</b>	Any transaction effected by you or us on your behalf, relating to a Corporate Instrument.
<b>Uncertificated Instrument</b>	An Instrument that is an uncertificated security as contemplated in the FMA.
<b>Verification Mechanisms</b>	Any personal identification number, password or other form of verification implemented by the Bank, in order to facilitate access to and use of the Corporate Instruments.

### 3. INVESTMENT CONFIRMATION

- 3.1 An investment in a Corporate Instrument will only become effective when the application to invest in such Corporate Instrument, in whatever format including electronically and/or telephonically and/or by means of making a deposit, has been submitted or made by or on behalf of you to, and verified and accepted by, the Bank in accordance with its standard procedures. You may choose in what Corporate Instrument to invest although availability of and access to Corporate Instruments is at the Bank's discretion.
- 3.2 The Bank may in its sole and absolute discretion refuse to open a Corporate Instrument account or accept a deposit or an investment in a Corporate Instrument.
- 3.3 When an investment in a Corporate Instrument is made by you, the Bank will issue you with a written confirmation of your investment recording the salient terms thereof. The failure by the Bank to send a confirmation shall not invalidate the relevant Transaction, where the Bank has accepted such Transaction in accordance with its standard procedures.
- 3.4 A confirmation which has been sent by the Bank shall constitute *prima facie* proof of the subject matter of the Transaction concerned.
- 3.5 Transactions must be entered into before 15h00 on a Business Day for settlement on that Business Day.
- 3.6 The Corporate Instruments shall be subject to these Terms, Applicable Law, applicable accepted market practice, the Bank's standard banking practice and the relevant Product Specific Terms, all as amended, updated or replaced from time to time.

### 4. FICA

- 4.1 You undertake to furnish the Bank with all information and/or documentation required by the Bank from you in terms of FICA from time to time. You consent to the Bank verifying any information contained in any application for a Corporate Instrument or in any other documentation, and generally making whatever enquiries it deems necessary in order to verify the information and/or documentation. You must notify the Bank promptly about any changes to your details, including your name, address, authorised persons and designated account.
- 4.2 If you do not comply with our requests or if you do not furnish the required information or documents, we may refuse any application which you have made to us, or we may immediately close any accounts you may have with us.
- 4.3 If at any time we suspect that your accounts with us are no longer compliant with FICA, we may prevent Transactions from being initiated or processed until your accounts are fully compliant with FICA.
- 4.4 In the event that you are an accountable institution, as such term is contemplated in terms of FICA, you undertake to promptly provide us with all such information, certification and verification required in terms of Exemption 4 to FICA to enable us to rely thereon.

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## 5. AUTHORITY AND INDEMNITY

- 5.1 The Bank shall be entitled to rely on and act in accordance with instructions received from any person authorised or mandated or purportedly authorised or mandated to act on your behalf ("authorised person"), unless that authority has been specifically cancelled by you in writing and the Bank has acknowledged such cancellation in writing or otherwise.
- 5.2 You warrant the authority of each authorised person to act on your behalf and release and indemnify us and each member of the Group from and against all actions, proceedings, claims, demands, losses and damages arising from or in any way relating to us or such Group member:
- 5.2.1 acting on instructions which are, or are purported to be, given or signed by you, an authorised person or any authorised third party signatory; and
- 5.2.2 releasing information about you or the Corporate Instrument to any advisor, any authorised person or third party signatory appointed, or purportedly appointed, by you.

## 6. PAYMENTS

- 6.1 The Bank shall, at its discretion, have the option to pay or collect any amounts via an automated clearing bureau, by electronic funds transfer, by direct debit or credit against your designated bank account as specified on the application form or otherwise as notified to the Bank in writing and signed by you or an authorised person or your authorised signatory/ies ("designated account"), or by such other means as the Bank may consider appropriate.
- 6.2 Subject to clause 6.6, the Bank will not effect any payments from the Corporate Instrument account other than to your designated account. The Bank will not be liable howsoever should it refuse to effect a payment otherwise than in accordance with this clause.
- 6.3 You warrant that the designated account details supplied to the Bank from time to time are true and correct. You acknowledge that the Bank is not able, nor is it obliged, to verify or authenticate any bank account details supplied by you or an authorised person or your authorised signatory/ies. You indemnify and hold the Bank harmless against any loss, damage, expense or claim which the Bank and/or you may sustain or incur as a result of a payment/s made in circumstances where the bank account details are not correct.
- 6.4 You agree to use and/or implement any Verification Mechanisms in accordance with the Terms and/or any other conditions which the Bank may impose from time to time, subject to the provisions of any Applicable Law. You acknowledge that failure to use and/or implement any Verification Mechanism may result in unauthorised use of the Corporate Instrument account and losses, for which you will be liable. You are responsible for ensuring that any Verification Mechanisms are kept secret and physically secure.
- 6.5 In the event that monies are credited to any Corporate Instrument account or designated account in error, you authorise the Bank to do all such things as the Bank may deem necessary in order to ensure that you are not unjustifiably enriched at the expense of another person. You agree that the Bank shall be entitled to recover from you any amount of money paid to you to which you are not entitled for whatsoever reason.
- 6.6 Payments of principal and/or interest in respect of Uncertificated Instruments will be made to the CSD and/or the relevant Participants, and the Bank will be discharged by proper payment to the CSD and/or the Participants in respect of each amount so paid.
- 6.7 Each of the persons shown in the records of the CSD and/or the Participants, as the case may be, shall look solely to the CSD or the relevant Participant, as the case may be, for such person's share of each payment so made by the Bank to the registered holder of such Uncertificated Instruments.
- 6.8 Neither the Paying Agent nor the Bank will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests or for maintaining, supervising or reviewing any records relating to Beneficial Interests.
- 6.9 If payments of principal and/or interest in respect of a Corporate Instrument is subject to deductions or withholdings for or on account of any present or future taxes or duties imposed by or on behalf of any regulatory authority, including but not limited to stamp, issue, registration, documentary,

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value-added or similar tax, or other taxes or duties, including interest and penalties thereon, then such taxes and duties shall be for your account and the Bank shall not be liable to gross-up such amounts.

## **7. INTEREST, FEES AND CHARGES**

- 7.1 The Bank will charge you for its services, according to the Bank's published fees from time to time. The Bank may change its fees from time to time on reasonable notice to you.
- 7.2 Interest rates applicable to the Corporate Instruments are determined at the Bank's discretion and are subject to change according to the changes in market activity and may be linked to repo rate changes or any other specified rate. This excludes interest rates on fixed deposits which will remain fixed for the term of the particular fixed deposit.
- 7.3 Where you make a deposit on a day later than the date when the Corporate Instrument is opened and a change in the interest rate occurred during this period, the interest rate as at the date of the deposit shall apply. Interest accumulates from the date on which the funds deposited are reflected in the relevant deposit account.
- 7.4 Interest is calculated on the daily balance of the account, on a 365 day year.
- 7.5 Payment of interest and capital will be made on a Business Day.
- 7.6 To the extent permitted by law and otherwise at the Bank's sole discretion, you may request the early withdrawal of investments. The Bank is entitled to charge you an early withdrawal fee.
- 7.7 In computing the early withdrawal fee, the Bank may take into account, amongst other things, the relevant market conditions at the time of the early withdrawal request as well as interest rates applicable at initiation of the investment, the remaining term to maturity and any administration fees incurred in the processing of the instruction.

## **8. STATEMENTS**

- 8.1 Subject to Applicable Laws, statements may be issued at the Bank's discretion.
- 8.2 You undertake to monitor and verify the correctness of any such statements on a regular basis and to inform the Bank upon you becoming aware of any errors or inconsistencies. Unless you notify the Bank of any error or inconsistency on any statement issued in respect of the relevant Corporate Instrument within 30 (thirty) Business Days of the date of issue of the statement, such statement shall be deemed to be accurate and correct in all respects.

## **9. AMENDMENTS AND VARIATIONS**

- 9.1 The Bank may from time to time amend or substitute these Terms, the Product Specifications, its standard banking practices and procedures, and/or the terms of any Corporate Instrument, facility or service offered by the Bank, by means of any communication, including announcements on the Bank's website. The Bank shall not be liable for any loss occasioned by you not receiving notification of any amendment. The Bank may however not amend the commercial terms of any Exchange Corporate Instrument subsequent to the issue of that Exchange Corporate Instrument without the agreement of the Client.
- 9.2 Despite the provisions of clause 9.1 above, you agree that the Bank shall be entitled at its discretion and without notice to you to amend the qualifying criteria for any fund from which pricing for a Corporate Instrument is derived. The Bank shall not be liable to you for any loss occasioned by you as a result of any amendment made pursuant to this clause 9.2.

## **10. ANTI-MONEY LAUNDERING AND COMPLIANCE WITH LAWS**

- 10.1 Each Transaction shall be subject to and conditional upon compliance with any Applicable Law.
- 10.2 You agree that we may delay, block or refuse to process any Transaction, without incurring any liability, if we suspect that:
- 10.2.1 the Transaction may breach any law in South Africa or any other country;
- 10.2.2 the Transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person (natural, corporate or

governmental) that is sanctioned under economic and trade sanctions imposed by the United States of America, the European Union or any other country; or

10.2.3 the Transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

10.3 You warrant, represent and undertake to us that the payment of monies by us in accordance with your instructions will not breach any laws in South Africa (including any Exchange Control Regulations) or any other country.

## 11. **REQUIREMENTS OF EXTRA-TERRITORIAL REGULATION INCLUDING FATCA, EMIR AND DODD- FRANK**

11.1 The Group is required to comply with the relevant obligations imposed on foreign financial institutions including under FATCA in every jurisdiction in which it has operations, and, for the purposes of FATCA, has registered or will register with the IRS.

11.2 To the extent that FATCA or any similar legislation applies to you, you (i) acknowledge, accept and agree that pursuant to FATCA or such other legislation, the Group has certain identification, reporting and monitoring obligations and is obliged in terms of FACTA to, amongst other things, collect additional information about its clients and report United States taxpayers' account details, including balance and other information, to SARS or IRS; (ii) consent to the Group collecting and disclosing such information to SARS or IRS and otherwise complying with its obligations under FATCA or such other legislation to the extent that it relates to you.

11.3 Any payments to any United States tax payers will be subject to any withholding or deduction required pursuant to an agreement described in section 1471(b) of FATCA or otherwise imposed pursuant to sections 1471 to 1474 of FATCA, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.

11.4 You acknowledge and agree that the Bank will be required to comply with the extraterritorial obligations imposed on trading parties under EMIR and Dodd Frank in respect of over-the-counter (OTC) derivatives. This will include the mandatory reporting of OTC derivatives trades to a trade repository and the clearing of trades through a central security depository.

## 12. **POPI**

12.1 All information collected by the Group in respect of you will be kept confidential and will only be processed or shared if you or any authorised person consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, the Group's or a third party's lawful interest is being protected or pursued.

12.2 You consent to the Group furnishing information about you, the relevant Corporate Instruments and your compliance or otherwise with the terms and conditions thereof to other banks or otherwise as required by any Applicable Law.

12.3 The Group may share any of your information as allowed or required by Applicable Law including with law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.

12.4 In addition, the Group may process your information outside of the borders of South Africa, according to the safeguards and requirements of Applicable Law.

12.5 You have the right to access the information the Group has about you. The Bank shall grant you access during office hours within a reasonable time after receiving a written request for access.

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- 12.6 You have the right to request us to correct or delete the information the Group has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.
- 12.7 You have the right to withdraw your consent which allows the Group to process your information; however the Group will continue to process your information if permitted by Applicable Law.
- 12.8 The processing of information includes the collection, storage, updating, use, making available or destruction thereof.

### 13. ADDRESS FOR NOTICES

- 13.1 The Bank may send correspondence (including any statements) to the Client's registered address or the last address known to the Bank (including by fax, email, SMS or other communication technology).
- 13.2 The Bank may send legal notices or legal correspondence to the Client by:
- 13.2.1 hand, in which case it will be deemed to have been received on the date of delivery;
- 13.2.2 post, in which case it will be deemed to have been received within 7 days of posting (if sent via registered post);
- 13.2.3 email or SMS, in which case it will be deemed to have been received on the date that it was sent, or in the case of a non-Business Day, on the next Business Day.
- 13.3 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by the Client shall be adequate written notice or communication to the Client.
- 13.4 The Client must notify the Bank of any changes (including proof of changes) to any of its contact and address details, including postal or street address, email, or phone numbers, via the treasury department of the Bank. Any such change of address details will only be effective 14 days after date of receipt by the Bank of the change.
- 13.5 Legal notices or summonses may be sent to the Bank at the following address: 59, 16th Road, Midrand, 1685, South Africa or such other address as the Bank may notify you from time to time.

### 14. GENERAL

- 14.1 Subject to clause 9.1, we may change these Terms at any time by written notice to you. Any change will not cancel or novate this Agreement.
- 14.2 You may not change any provision of these Terms.
- 14.3 The relevant Product Specific Terms will apply if there is any conflict between them and these Terms.
- 14.4 In these Terms and in any Product Specific Terms unless specifically otherwise provided, any number of days prescribed shall be determined by including the first and excluding the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day.
- 14.5 South African law governs these Terms.
- 14.6 The Client will pay the Bank's costs, fees and expenses in recovering any amounts owing to the Bank or enforcing, preserving or protecting its rights in terms hereof, including legal costs on the attorney-own-client scale, collection charges, tracing fees and Value Added Tax, on demand. Any favour or concession we may allow you will not affect or substitute any of our rights against you.
- 14.7 If you owe us or we owe you money, a certificate, signed by any of our managers that states:
- 14.7.1 the fact that the debt is payable;
- 14.7.2 the amount payable;
- 14.7.3 the applicable interest rate; and
- 14.7.4 the date from which such interest is calculated,

- will, in the absence of manifest error, be enough proof of the facts stated on the certificate, unless you can prove otherwise. The appointment of the manager who signed the certificate does not have to be proved.
- 14.8 You grant the Bank (including its agents and contractors) authority to monitor, intercept, record and use as evidence all forms of correspondence or communications received by or sent from the Bank or any of its employees, agents or contractors. Specifically, the Bank may record telephone conversations with you. The Bank's recordings of telephone conversations shall be and remain the sole property of the Bank and will be accepted by you as conclusive evidence of instructions or conversations so recorded. You agree that the Bank may deliver copies or transcripts of recordings to any court or regulatory authority. The Bank is not required to maintain copies of such recordings and transcripts.
- 14.9 In effecting any Transaction, the Bank shall not act as your agent.
- 14.10 You may not transfer or cede your rights in and to any Corporate Instrument as security for loans or any other obligation without the prior written consent of the Bank, which consent shall not be unreasonably withheld. The Bank may cede or transfer any of its rights and obligations under these Terms to any person or persons. You consent to any splitting of claims.
- 14.11 If any provision of these Terms is or becomes invalid, illegal or unenforceable under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 14.12 Should you disclose any false, misleading and/or dishonest information in your application or should you make use of a Corporate Instrument subsequently, for the purposes of avoiding liability through deception, you give the Bank permission to file such information with the South African Fraud Prevention Service ("SAFPS") and/or any crime prevention database, for the sharing of this information amongst members of the SAFPS.
- 14.13 The Bank may, subject to any Applicable Laws, in its sole discretion and without prior notice, set off any amount which you owe to it from whatsoever cause, against any funds standing to the credit of any of your accounts with the Bank.
- 14.14 You may request that the Bank accept instructions from you by email and/or telephone. You hereby confirm and understand that the Bank will do so on the following basis: The Bank will not verify or check that instructions were actually sent by you or your representatives using any of these indirect communication methods. The Bank will act on the instructions as if authorised persons sent them. You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communication or communication using the Bank's other secure non-face-to-face banking channels like online, cell phone or telephone banking. These risks include the risk that the communication may be intercepted or changed without knowledge or consent, or that unauthorised instructions may be sent to the Bank. You agree to accept these risks. The Bank will only agree to accept and act on instructions sent using these indirect communication methods on condition that you waive your right to claim against the Bank for any loss or damage it suffers because of this. You indemnify and hold the Bank harmless against any claim against the Bank for any loss or damage that it or any other person suffers because it chose to use these indirect communication methods. You understand that the Bank will not be liable to you or your representatives for any loss or damage that you or they suffer because you chose to use these indirect communication methods. You will be liable to the Bank or any party for any loss or damage which the Bank or such other party may suffer because of your decision to use these indirect communication methods. You or your representatives are solely responsible for making sure that the Bank received an instruction. The Bank will only be deemed to have received an instruction once it has actually confirmed receipt thereof in writing. You will be liable if an instruction is sent more than once. The Bank is also not liable for any errors, omissions or delays in transmission of any communication.
- 14.15 The Bank is entitled from time to time in its sole discretion to replace, substitute or withdraw any Corporate Instrument or service, provided that such replacement, substitution or withdrawal shall not apply to an Exchange Corporate Instrument.

## 15. BREACH AND CANCELLATION

- 15.1 You acknowledge that the Bank shall be entitled to close the Corporate Instrument account without notice to you if the Bank is compelled to do so under Applicable Law or if the Bank has reason to believe that the Corporate Instrument account is being used for fraudulent or unlawful purposes.



- 15.2 You further acknowledge that the Bank may be obliged under Applicable Law or pursuant to a court order to suspend the Corporate Instrument account and/or to effect payment of any funds standing to the credit of the Corporate Instrument account as may be directed under Applicable Law or pursuant to a court order and you shall have no claim against the Bank for any loss suffered by you as a result.

**16. LIMITATION OF LIABILITY**

- 16.1 Neither the Bank nor any member of the Group will be liable to you for any loss, damage or expense suffered or incurred which may arise directly or indirectly in connection with any Corporate Instrument or Transaction in respect thereof or act or omission by the Bank or any Group member other than to the extent that such loss, damage or expense is caused by the Bank's or such Group member's gross negligence, wilful misconduct or fraud or as a direct consequence of a failure by the Bank to pay any amount due to you under or in terms of any Corporate Instrument.
- 16.2 Notwithstanding the above, neither the Bank nor any member of the Group will in any circumstances be liable for any consequential, indirect, special, punitive or incidental loss or damage.

**17. DISCLAIMERS**

- 17.1 The information and opinions provided by the Bank in respect of the Corporate Instruments are provided in good faith. You accept that the information and opinions may change from time to time and no representation, warranty, undertaking or guarantee of whatsoever nature is made or given by the Bank concerning the accuracy and/or completeness of such information and/or the correctness of such opinions.
- 17.2 You are responsible for the investment decisions that you take and which should not be taken in isolation but should be based on your entire investment portfolio, taking into account future liabilities, liquidity requirements, time horizon, risk tolerance and specific legal constraints. If you are in need of financial planning assistance, investment, legal or tax advice, you should contact a financial, investment, legal or tax advisor, as the case may be.
- 17.3 The Bank shall not be responsible, or liable for, any loss, damage or expense of any nature whatsoever which may be suffered by you or a third party as a result of or occasioned by the failure by the Bank to perform or process a Transaction as a result of acts, events or circumstances beyond the Bank's control, including among other things, failure, unavailability or malfunction of any networks or third party systems or power failures.
- 17.4 You warrant to the Bank that you have made your own independent decision to open a Corporate Instrument account or invest in a Corporate Instrument, and as to whether the investment is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not relying on any communication (written or oral) of the Bank as investment advice or as a recommendation to open a Corporate Instrument account or invest in a Corporate Instrument, and information and explanations relating to the terms and conditions of the Corporate Instrument account or relevant Corporate Instrument shall not be considered investment advice or a recommendation to open the Corporate Instrument account or invest in the relevant Corporate Instrument.