

# TERMS AND CONDITIONS

Version date 11.07.2016

## DEFINITION

1. In these terms and conditions, the following words and expressions shall bear the meanings assigned thereto and cognate words and expressions shall bear corresponding meanings:
  - 1.1 '**Agulhas Nominees**' means Agulhas Nominees Proprietary Limited (registration number 2000/026993/07), a limited liability company registered in accordance with the laws of South Africa;
  - 1.2 '**Information form**' means the relevant information form and annexure/s (DCS, MCS or PCS, as applicable) completed by you and forming part of this Mandate;
  - 1.3 '**FAIS**' means the Financial Advice and Intermediary Services Act, 2002 (Act No. 37 of 2002);
  - 1.4 '**Investment portfolio**' means the portfolio of investments managed by SPW on your behalf in terms of this Mandate;
  - 1.5 '**JSE**' means the exchange operated by JSE Limited (registration number 2005/022939/06) (or any other name by which it may be known in the future) or its successor body;
  - 1.6 '**JSET**' means JSE Trustees Proprietary Limited (registration number 1973/015913/07), a limited liability company registered in accordance with the laws of South Africa;
  - 1.7 '**LTIA**' means the Long-Term Insurance Act, 1998 (Act No. 52 of 1998);
  - 1.8 '**Mandate**' means the discretionary, non-discretionary or advisory mandate provided by you to SPW, as contained in the Information Form and the terms and conditions set out in this document;
  - 1.9 '**Parties**' means the parties to this Mandate, being you and SPW, and '**Party**' means either one of us;
  - 1.10 '**Product supplier**' means any third party financial services and/or product provider with whom SPW has placed any investments on your behalf pursuant to this Mandate;
  - 1.11 '**SARB**' means the South African Reserve Bank;
  - 1.12 '**SARS**' means the South Africa Revenue Service;
  - 1.13 '**SPW**' means Sanlam Private Wealth Proprietary Limited (registration number 2000/023234/07), a limited liability company registered in accordance with the laws of South Africa; and
  - 1.14 '**Tax**' means any and all taxes, levies or imposts of whatsoever nature (including but not limited to capital gains tax, income tax, securities transfer tax, income tax, dividend withholding tax or any other applicable taxes).
2. In this Mandate, any reference to 'days' shall be to business days, being any day other than a Saturday, Sunday or official public holiday in South Africa.
3. This Mandate shall commence on the date on which it is signed by you, and shall remain in force until terminated in accordance with these terms and conditions.

## EXTENT OF AUTHORITY

4. You hereby appoint SPW as your duly authorised agent to, on your behalf, purchase, sell and enter into any transaction in respect of your Investment Portfolio, both in South Africa and, if and when permitted by law, in foreign countries, in accordance with the terms and conditions set out in this Mandate.
5. SPW is authorised to invest on your behalf or (if applicable) at your instruction in the following financial instruments:
  - 5.1 listed and unlisted securities and financial instruments;
  - 5.2 money market instruments, including but not limited to notes, deposits, negotiable certificates of deposit and commercial paper;
  - 5.3 warrants, options, share instalments and other derivative instruments;
  - 5.4 depository receipts or other instruments relating to the investments referred to in 5.1, 5.2 and 5.3 above;
  - 5.5 unit trusts and similar collective investment schemes;
  - 5.6 Kruger rands (please note that Kruger rands are not 'financial products' as contemplated under FAIS);
  - 5.7 capital market instruments;
  - 5.8 cash deposits with JSET;
  - 5.9 debentures and securitised debt or other debt instruments;
  - 5.10 pension fund benefits provided by retirement annuity and/or preservation pension and/or preservation provident funds;
  - 5.11 **Subcategory B of FAIS**, being the following long-term insurance contracts as defined in the LTIA:
    - 5.11.1 risk policies which provide cover in respect of death, disability and health events, and which are not marketed as investment or savings policies;
    - 5.11.2 investment/savings policies (including recurring premium retirement annuity policies, but excluding single premium retirement annuity policies and preservation funds) which guarantee a minimum of capital invested at a specified future date(s), and where such minimum is ascertainable in rand terms at the inception of the policy;
    - 5.11.3 annuities which guarantee a minimum annuity for the term of the policy and which is ascertainable in Rand terms at the inception of the policy; and/or;
    - 5.11.4 any policy which combines the policy features included above, but excludes policies mentioned in paragraph 5.12 below;
  - 5.12 **Subcategory C of FAIS**, being single premium retirement annuity policies, policies issued to and/or in respect of preservation funds and other long-term insurance contracts or policies as defined in the LTIA and not specifically set out in paragraphs 5.1 to 5.11 (both inclusive) above; and/or
  - 5.13 any other financial instruments in which SPW may (in terms of law) invest from time to time.
6. Unless otherwise agreed, where SPW renders services to you in terms of this Mandate, SPW may make use of its own staff or the services of another approved financial services provider and/or investment manager of its choice.
7. Where SPW acts as principal with a personal interest in any transaction for the purchase or sale of investment(s) on your behalf, it will not be entitled to charge you a fee as brokerage or commission in respect of such transaction, but all other relevant fees and charges will remain applicable.
8. SPW will not make any investment on your behalf which impacts on your foreign exchange allowance without obtaining your prior consent.
9. **Authorisation**
  - 9.1 You hereby acknowledge and agree that SPW:
    - 9.1.1 manages various investment(s) on behalf of a wide range of clientele; and
    - 9.1.2 may process various transactions in respect of the same financial instrument on the same day.
  - 9.2 In accordance with the above, SPW is hereby authorised to:
    - 9.2.1 allocate transaction(s) to specifically designated client accounts; and
    - 9.2.2 issue single brokers notes or electronic confirmations to various other clients, in addition to you, for transactions in the same financial instrument on the same day, by allocating the transactions at an average price across all relevant client accounts.
  - 9.3 Where an allocation is effected in accordance with paragraph 9.2 above, the relevant brokers notes or electronic confirmations will disclose the following additional information:
    - 9.3.1 the fact that the price is an average price calculated within the times of the first and last trade; and
    - 9.3.2 that the price and times of each individual transaction are available from SPW on request.

## 10. Terms applicable to discretionary mandate (DCS) only

If you select the discretionary option:

- 10.1 you shall notify SPW of such selection in the client information form;
- 10.2 SPW shall, upon receipt of your notification, make investment(s) in financial instruments contemplated in paragraph 5 above in accordance with its standard investment procedures and timelines from time to time, which are available from your portfolio manager; and
- 10.3 following such investment(s), SPW will exercise all rights attaching to the instruments included in your Investment Portfolio, including but not limited to voting rights, dividends, cash and/or share offers and nil paid letters.

## 11. Specific terms applicable to non-discretionary mandate (MCS) only

### Executing the instruction

- 11.1 You shall instruct SPW of the investment(s) you wish SPW to make on your behalf ('instruction') in terms of this Mandate.
- 11.2 Each instruction shall specify the value of the investment(s) and each investment so made shall thereafter be administered by SPW in accordance with this Mandate.
- 11.3 SPW shall endeavour to execute any instruction on the day on which such instruction is given, unless it is not possible or practicable to execute the instruction on such day, in which case the instruction shall be executed on the following day.
- 11.4 You acknowledge and agree that the price of the investment shall be the price as on the day, and at the time, that the investment is made.

### Waiver

- 11.5 **If you have elected that SPW is to purchase and/or sell financial instruments for your account on the instructions of your authorised representative, SPW shall not be liable for any losses, costs, damages, claims or expenses of whatsoever nature suffered by you (either arising directly or indirectly) as a result of SPW executing such instructions in good faith, including in the event that such authorised representative exceeds the authority granted to it by you.**
- 11.6 **Where SPW issues instructions to product suppliers in respect of investments on your behalf, it is recorded that such instructions will be executed within a reasonable period, which period shall in the ordinary course of business not exceed 10 (ten days). SPW shall not be liable for any losses, costs, damages, claims or expenses of whatsoever nature suffered by you which are due to delays in execution not reasonably in the control of SPW.**

## 12. Terms and conditions applicable to SPW Online Share Trading service

- 12.1 Sanlam Private Wealth (Proprietary) Limited ('Sanlam Private Wealth' or 'SPW') maintains this website and the services made available thereon. The services and other features offered on this website comply with relevant statutory and regulatory requirements of the Republic of South Africa under which they are offered.
- 12.2 By utilising any service on this website, you the user, agree that you have reviewed the website in its entirety, that you have accepted the terms and conditions applicable to the services, including all legal and regulatory terms and are conversant with and understand such terms and conditions and the applicable local legislation and regulations.
- 12.3 SPW reserves the right at any time to change or discontinue any aspect, service or feature of this website or services without notice.
- 12.4 All services are subject, in addition to these terms and conditions (Online Terms), to the requisite terms and conditions of SPW in respect of each service.
- 12.5 You hereby warrant to SPW that you have the required legal capacity to enter into and be bound by contractual terms. If you are unsure whether you have the legal capacity to enter into agreements, contact someone able to provide you with the information before you continue using this website.
- 12.6 Your use of this website and the information contained therein is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use thereof. Neither SPW, its affiliated companies, holding company, subsidiaries or subsidiaries of its holding company, or their shareholders, agents, consultants or employees will be liable for any damages whatsoever relating to the use of this website or the information contained therein, including, without limitation any direct, indirect, special, incidental, consequential, or punitive damages whether in an action arising out of contract, legislation, delict or otherwise.

- 12.7 Copyright subsists in this website and the unauthorised copying, reproduction, distribution, dissemination, sale, publication or other use of this material and the trade marks, logos or service marks (whether registered or not) shall constitute an infringement of the relevant intellectual property laws.
- 12.8 While SPW has taken reasonable measures to ensure the integrity of this website and its contents, no representation, warranty or undertaking (express or implied) is given and neither responsibility nor liability is accepted by SPW as to the accuracy or completeness of the information contained herein. All information is provided 'as is' and should not be treated as professional or investment advice of any kind. Users must seek independent professional advice prior to taking any action based on the contents of the Site.
- 12.9 Nothing on this website constitutes an offer or the solicitation of an offer for business or the sale or purchase of any security.
- 12.10 This website has been prepared from resources believed reliable by SPW but SPW does not guarantee its accuracy or completeness. Sanlam Private Wealth (Pty) Limited is a member of the JSE Securities Exchange.
- 12.11 The user acknowledges that it has read and accepted the terms of the Material Obligations of Buyers and Sellers of Listed Uncertified South African Securities for Controlled Clients and the Rules and Regulations of the JSE Securities Exchange South Africa applicable to the relevant service used on this website.
- 12.12 The user authorises SPW to act on any instruction purporting to emanate from the user whether in written, electronic or any other format. SPW will not be required to authenticate any instruction and SPW shall not be held liable as a result of the unauthorised use of the user's PIN or Password, which must be kept secret and secure by the customer at all times.
- 12.13 SPW endeavors to place received orders from clients onto the market in a prompt and timeous manner. This is an indicative time within which SPW executes an instruction to trade. In so far as SPW takes longer than this estimated time, it will not be held liable to the client for any loss sustained in whatsoever manner.
- 12.14 SPW will use its reasonable endeavors to carry out all securities related instructions received from the user through this website. However, the user shall not hold SPW liable for, and hereby indemnifies SPW against, any claim arising from the late or delayed processing of the user's instructions, the user agreeing that any such instruction issued through this website is solely at the user's risk.
- 12.15 SPW does not represent that the services or information and materials on this website are available to or appropriate for persons outside the Republic of South Africa.
- 12.16 Users who access and utilise this website do so on their own initiative and on their own risk, and are responsible for their own compliance with applicable local laws and regulations.
- 12.17 SPW reserves the right to reject, in its sole discretion, any application for services contained on this website. The user acknowledges that a credit risk enquiry may be undertaken by SPW and the user hereby grants its consent thereto.
- 12.18 SPW is reliant in certain circumstances on services provided by third parties over which SPW has no control. The user agrees that it will not hold SPW liable for any loss whatsoever, howsoever caused, occasioned through the use of the service on this website, the user making use of this website at its sole risk. We may also use the services of other organisations to provide information on the website. SPW has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided 'as is' and we will not be directly or indirectly liable for any damages that may arise from your reliance on it.
- 12.19 This website may contain links to other websites with information and material produced by other parties. While we try to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. A link from our site to any other website does not mean that we have scrutinised or endorsed the owners or administrators of the websites or their business or security practices and operations.
- 12.20 SPW retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the website. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:
- 12.20.1 the material is used for considering use of the online services and for no other commercial purposes; and
  - 12.20.2 any reproduction of our proprietary material from this site or portion of it must include our copyright notice in its entirety.
- 12.21 The logos and trademarks shown on this website are our registered and unregistered trademarks. Nothing on this website should be construed as granting any license or right to use any trademark without our prior written permission.
- 12.22 Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the website, whether it constitutes confidential information or not, and that you have no right, title or interest in any such material.
- 12.23 SPW shall not be liable for any interruption, malfunction, downtime or other failure of this website or any component part of the website for whatever reason.

- 12.24 SPW may modify, suspend or discontinue the website, whether temporarily or permanently, without notice. SPW may also impose limits or conditions on the right to certain services, features or functions and we may restrict access to parts of or all of the services on the site.
- 12.25 Our commitment to your privacy and the security of your personal information is outlined in our privacy and security policy.
- 12.26 SPW may amend these Online Terms from time to time. By accessing this website you are bound to the version of the Online Terms published here at the time of any visit to this website. You agree to view the current version each time you access the website. A certificate signed by the administrator responsible for maintaining this website will be prima facie proof of the date of publication and content of the current version and all previous versions of the Online Terms.
- 12.27 All claims instituted by you against SPW arising as a result of your use of the website or on the interpretation of these Online Terms, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), will be submitted to and decided by arbitration. That arbitration will be held with only the parties and their representatives present at the offices of the Arbitration Foundation of Southern Africa, Sandton, Gauteng, South Africa. The arbitration will be governed by the rules of the Arbitration Foundation in terms of South African law and will be heard by an arbitrator or arbitrators appointed by the foundation. Either party will be entitled to have the award made an order of court of competent jurisdiction. The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated. The arbitrator will have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.

These terms and conditions are governed by and construed in accordance with the laws of the Republic of South Africa.

#### **Disclaimer with respect to JSE content on this website**

- 12.28 The source of the Information is the JSE Securities Exchange South Africa ('JSE'). JSE and the JSE logo are trademarks of the JSE.
- 12.29 The information is the proprietary information of the JSE. All copyright subsisting in the Information vests in the JSE. All its rights are reserved.
- 12.30 SPW Online Share Trading is licensed by the JSE to publish the Information on a delayed and live basis. The JSE shall not be responsible for any error or omission in the Information. All copyright and database rights in the Information belong to the JSE. Re-distribution of the data comprising the Information is not permitted without the express prior written consent of the JSE. You agree to acquaint yourself with and comply with any restrictions or conditions imposed upon the use, access, or storage of the Information as may be required by the JSE or SPW Online Share Trading including the condition that in certain circumstances you will be required to enter into a separate agreement with the JSE or SPW Online Share Trading.

#### **HOLDING DEMATERIALIZED SECURITIES**

13. All investments, other than cash and bearer instruments, managed by SPW in terms of this Mandate shall be registered in the name of SPW's nominee company, Agulhas Nominees, and held by our Central Securities Depository Participant (or the foreign equivalent thereof, where appropriate) on your behalf, unless otherwise required by law or regulation, and for your benefit, provided that:
- 13.1 bearer instruments are not capable of being so registered; and
- 13.2 Kruger rands may not be held in safe custody by SPW and therefore must be collected by you or your duly authorised representative upon receipt of written notice from SPW.
14. You hereby authorise SPW to:
- 14.1 hold your shares on your behalf in electronic form in our nominee register in the name of Agulhas Nominees; and
- 14.2 dematerialise any physical certificates that we receive on your behalf for securities, provided that your shares are registered in the name of Agulhas Nominees (or the foreign equivalent thereof, where appropriate).
15. Should you require that any investment made by SPW on your behalf be re-registered in your own name and delivered to you, any and all costs arising out of such process will be for your account.

#### **ADDITIONS AND WITHDRAWALS TO THE INVESTMENT PORTFOLIO**

16. You shall be entitled at any time to:
- 16.1 add to your investment portfolio; and
- 16.2 on written instruction to SPW, realise all or any portion of your investment portfolio, provided that any costs associated with such realisation shall be for your account.

## FEES

17. In consideration for the services to be provided by SPW in terms of the Mandate, SPW shall be entitled to the management and administration fees set out in the client information form.
18. SPW shall further be entitled to recover from you any fees, charges or levies which may be due to any third party in respect of your investment portfolio.
19. SPW may:
  - 19.1 amend the management and/or administration fees payable in respect of your investment portfolio at any time (on not less than 1 (one) month's written notice to you); and
  - 19.2 recover from you any bank charges in respect of payments made to you or any other party in accordance with SPW's standard practice from time to time, which is available from your portfolio manager.

20. **You hereby irrevocably authorise SPW as your agent with full authority to realise the whole or any part of your Investment Portfolio for the purpose of settling:**
  - 20.1 **any outstanding fee or charge due by you to SPW, any product supplier or applicable third party;**
  - 20.2 **any amount due by you to any revenue authority in respect of the investment portfolio where we are required to do so by law; or**
  - 20.3 **any shortfall on your investment portfolio account for which you are liable.**
21. **Furthermore, you hereby waive any claims of whatsoever nature which you may have against SPW and any product supplier arising from or in connection with any realisation of any part of your investment portfolio pursuant to this paragraph.**
22. **SPW may in certain instances receive sales commission, incentives, fee reductions or rebates as a result of transactions entered into for and on behalf of clients. SPW will, however, act in accordance with the best interests of the clients at all times.**

## TAX REPORTING AND LIABILITY

23. SPW:
  - 23.1 will annually provide you with such tax reporting information as may be required by law;
  - 23.2 may also provide you with additional tax reporting information to assist you in reporting to SARS or any other revenue authority. Although SPW will prepare such information with the necessary care, you remain responsible to verify it against your own records, and SPW shall not be liable for any loss or damage which you may suffer as a result of relying on such information; and
  - 23.3 will provide taxation information to the South African government or any other governmental authority as may be required in terms of law.
24. You are responsible for reporting to SARS in relation to your investment portfolio.
25. You shall be liable for any and all tax in respect of your investment portfolio.

26. **You hereby indemnify SPW and hold it harmless in respect of any claim which may be brought against it in respect of tax for which you may become liable or which may become payable pursuant to anything done by SPW on your behalf in terms of this Mandate, including but not limited to:**
  - 26.1 **tax on interest accruing for your benefit on any cash amount invested by SPW in terms of this Mandate; and/or**
  - 26.2 **tax on the increase in value of any investment administered and/or managed by SPW on your behalf or for your benefit.**

## REPORTING

27. SPW shall provide you with a monthly statement of account in respect of the investments in your investment portfolio.
28. In addition, SPW shall provide you with such information in relation to your investment portfolio and/or such transaction-specific information as we are required by law to disclose to you.
29. Your monthly statements reflect the base cost of the financial instruments forming part of your investment portfolio as at the date on which the financial instruments were placed with SPW. These may accordingly differ from your annual tax statement, which reflects the base cost as from the date of your acquisition of these financial instruments.
30. The details of any individual transaction concluded by SPW in relation to your investment portfolio are available from your portfolio manager.

## PAYMENT INSTRUCTIONS

31. SPW shall only execute a payment instruction in favour of a third party beneficiary from your investment portfolio upon receipt of a written instruction:
  - 31.1 specifically authorising its execution;
  - 31.2 including all such information (including client verification details in respect of the relevant beneficiary) as SPW may require to comply with applicable regulatory requirements (including any money-laundering legislation) in performing the instruction; and
  - 31.3 indemnifying SPW from liability for any and all loss (direct, indirect or consequential), liability, actions, suits, proceedings, costs, demands and/or damages suffered by it as a result of carrying out any such instruction.
32. Where:
  - 32.1 this Mandate is terminated for any reason whatsoever; or
  - 32.2 you have instructed SPW by written notice to realise and repay to you any portion of the investment(s) held on your behalf,  
SPW shall:
    - 32.3 pay the value of the investment(s) into the bank account nominated by you on the client information form; or
    - 32.4 should you request us to do so, transfer the securities forming part of your investment to any person nominated by you,  
subject to:
      - 32.5 the deduction of any outstanding fees or charges owed by you to SPW, any product supplier and/or applicable third party and the reasonable costs incurred in realising the investment(s); and
      - 32.6 where applicable, SARB approval in terms of the exchange control regulations.

## TERMINATION

33. This Mandate will terminate on:
  - 33.1 the day following the day on which SPW receives notification (in such form as it may deem sufficient) of your death;
  - 33.2 30 (thirty) days' written notice delivered by either Party to the other; and/or
  - 33.3 30 (thirty) days' written notice sent by SPW to you, should the value of your investment portfolio fall below the minimum value threshold required by SPW and set out in your information form. Should you fail to respond to this notice within the 30 (thirty) day period by adding to your investment portfolio in order to restore the minimum threshold value, SPW shall be entitled to liquidate your investment portfolio and pay to your designated bank account the proceeds thereof (less any costs reasonably incurred by SPW in effecting the liquidation).
34. If SPW ceases to be a licensed member of the JSE for any reason, it shall cease trading in any securities listed on the JSE on your behalf with immediate effect.
35. Should the Mandate be terminated:
  - 35.1 during any calendar month, the fees and charges in respect of that month shall be payable on the date of termination;
  - 35.2 SPW shall not initiate any new investments or transactions on your behalf after notice of termination has been received or given, but any transaction initiated on your behalf prior to the giving or receipt of such notice shall be completed;
  - 35.3 SPW shall not be liable for any cost(s), loss or damage suffered by you as a result of the termination of this Mandate; and
  - 35.4 no additional penalty, save as provided for above, shall become due to or by either Party as a result of terminating this Mandate.

## DATA PROTECTION

36. You hereby consent and authorise SPW to obtain, process, disclose and transfer such information regarding yourself, your transaction(s) and/or investment(s) and otherwise concerning any account you hold with SPW as may be required by its auditors or under or pursuant to any applicable local or foreign law or regulation, or as requested by any local or foreign regulatory authority.
37. You furthermore authorise SPW to disclose information regarding yourself, your transaction(s) and/or investment(s) and otherwise concerning any account you hold with SPW to the relevant persons for purposes of the receipt of such communications as you have elected to receive (or we are obliged to provide to you) under paragraph D of the information form.
38. Notwithstanding the above, SPW is committed to protecting your privacy and ensuring that your personal information is collected and used properly, lawfully and transparently. Personal information that you supply to us will accordingly only be used and processed for the purpose for which we request such information, and to enable us to meet our obligations to you and in terms of the applicable law. In this regard, we will comply with the policy of the Sanlam Limited group of companies, which policy is available from your portfolio manager.

## CONFLICTS OF INTEREST

39. Individual portfolio and wealth managers employed by SPW may share in the income earned by SPW in terms of this Mandate as part of their remuneration package.
40. SPW is required to have a 'Conflict of Interest' policy which provides for the identification and management of conflicts of interests. A copy of the policy is available on request from its compliance department as well as the Sanlam website ([www.sanlam.co.za](http://www.sanlam.co.za)).

## ASSIGNMENT

41. SPW is specifically authorised, at any time and upon 30 (thirty) days' written notice to you ('**Assignment Period**'), to assign all its rights and obligations in terms of this Mandate to any third party which is authorised to manage investments in terms of the applicable legislation. Such assignee shall, unless this Mandate is terminated by you prior to termination of the assignment period, assume all such rights and obligations with effect from the first day of the calendar month following the expiry of the assignment period.

## AMENDMENTS TO MANDATE

42. This Mandate shall, upon written notice by SPW to you, be amended and/or amplified to the extent required in order to comply with any new and/or amended legislation, rules, regulations and/or directives issued by the JSE, the Financial Services Board or other applicable regulatory authority. Except where expressly provided to the contrary in this Mandate, any other addition to, variation, or amendment of the terms of this Mandate shall not be binding unless contained in a written document signed by or on behalf of both parties.

## COMMUNICATION BETWEEN PARTIES

43. Any instructions given under this Mandate are not required to be given in writing, and may be given by telephone, email or in writing (except where the contrary is expressly stated).
44. For the purpose of the serving of any other notices and processes pursuant to this Mandate, you choose the address set out in the information form and SPW chooses its registered address from time to time, provided that either party may change such address on written notice to the other.
45. Any formal notice to be given in terms of this Mandate shall be given in writing and shall be deemed:
  - 45.1 if delivered by hand, to have been received on the date of delivery;
  - 45.2 if sent by post, to have been received 10 (ten) days after the date of posting; and
  - 45.3 if transmitted by facsimile or e-mail, to have been received on the date of transmission.
46. You hereby consent to SPW recording telephone conversations between you and any representative of SPW. You acknowledge that this is in accordance with international best practice and serves to provide a record of the conversation for use, *inter alia*, in resolving any disputes that may arise concerning telephonic advice or instructions given and/or received by either party. Upon a formal request and at the sole discretion of SPW (unless obliged in law), such recordings may be made available to appropriate regulatory authorities.
47. Where any information is sent to you through an electronic medium, SPW shall not be liable to you (or any other person) in respect of any direct, indirect or consequential liability, loss, damage or cost whatsoever and howsoever arising from the use of such medium, whether or not as a result of the destruction of data, system malfunction, interruption of communication links and/or any other problem beyond the control of SPW.
48. Information sent over unsecured networks or communication systems can be unlawfully monitored, intercepted or accessed. Although SPW takes all reasonable steps to prevent this, the risk remains with you.



## JSE REQUIREMENTS

49. You hereby record and agree that you have been provided with copies of the following documents and acknowledge that it is your responsibility to familiarise yourself with the terms thereof:
- 49.1 Material Obligations of Buyers and Sellers of Listed Uncertificated Securities for Controlled Clients (set out in Appendix 1 hereto); and
- 49.2 Material Obligations of JSE approved Member Firms (set out in Appendix 2 hereto).

## SPECIAL TERMS AND CONDITIONS APPLICABLE TO FOREIGN INVESTMENTS (WHERE SELECTED IN THE INFORMATION FORM)

50. SPW is hereby authorised on your behalf to purchase, sell and/or enter into any transaction(s) in respect of financial instruments which are listed or traded primarily outside of South Africa, in accordance with the terms set out in this Mandate.
51. You hereby acknowledge that in terms of the Exchange Control rulings concerning foreign investment by private individuals (natural persons) resident in South Africa, you are entitled to invest outside the Rand common monetary area up to an amount as prescribed by SARB. All cash deposits, including interest, dividends, proceeds of disposals and cash, received by SPW for your account shall be held for your benefit unless you instruct otherwise.
52. All transactions will be effected at the best price quoted on the relevant foreign market at that time. No limit orders will be accepted unless agreed with you in writing.
53. Where you have elected that investments will be effected with your individual foreign investment allowance, you hereby warrant that any monies placed with SPW for investment in terms of this Mandate do not exceed the approved allowance. You further undertake that before any such funds are remitted outside the common monetary area, you will have completed the necessary forms and declarations required by SARB and SARS. **You further warrant that these forms will have been correctly completed and you indemnify SPW and hold it harmless against any claim which may be brought against it in the event that such forms have not been correctly completed.**
54. You acknowledge that trade in foreign financial instruments on your behalf will not be permitted without the required foreign currency being on deposit with the elected custodian, the completion and submission of this Mandate and the duly authorised exchange control forms having been completed.
55. To facilitate the foreign investment transactions contemplated herein, you hereby authorise SPW to have an interest as principal in any transaction for the purchase and sale on your behalf of foreign financial instruments. Where SPW acts in such capacity, it will not be entitled to charge you a fee as brokerage or commission in respect of such transaction, but all other relevant fees and charges will remain applicable.

## DERIVATIVE INSTRUMENTS - TRADING RISK DISCLOSURE

56. As transactions in warrants, options or share instalments involve a high degree of risk and volatility, you understand and acknowledge that:
- 56.1 if the market moves against my position, you may, in a relatively short time, sustain a substantial or total loss of the purchase price and transaction costs which you have invested in purchasing a warrant, option or share instalment;
- 56.2 you should not purchase a warrant, option or share instalment unless you are able to sustain a total loss of the purchase price and transaction costs or am able to sustain substantial financial losses;
- 56.3 you may not be able to close a position if the market in the warrant, option or share instalments ceases to exist or the relevant listing exchange restricts or suspends trading (for whatever reason) in warrants, options and/or share instalments or the underlying security; and
- 56.4 you are aware that index warrants allow investors or speculators to profit from, or hedge against, overall market moves. Past events have, however, demonstrated that market moves can be both rapid and unexpected and may create a situation whereby substantial or total losses could be incurred.
57. In the event of my death, insolvency or any court attachment made on my account, SPW may with respect to any open warrant, option or share instalment position, take such steps as they consider necessary to protect themselves against any loss, damage or liability.
58. You understand that trading in warrants, options or share instalments may have tax consequences and you agree to consult your own lawyer, accountant or other advisor in this regard.
59. **Should you incur losses through investing or trading in derivatives eg futures, cfds, warrants, options, share instalments or any other geared product, you agree that you shall not have any claim of any nature against SPW or any other company in the Sanlam Limited group of companies.**

**SPW Notification to Clients regarding the Settlement Obligations of Buyers and Sellers of Listed Uncertificated South African Securities for Controlled Clients**

In terms of the Financial Markets Act, 2012 (Act No. 19 of 2012) ('FMA'), as amended, and the rules of the JSE Limited ('the Rules'), members of the JSE are required to ensure that buyers and sellers of listed securities are aware of their settlement obligations in terms of the provisions of FMA and the rules which relate to the trading and settlement of uncertificated securities.

In terms of FMA and the Rules, the settlement obligations of clients include the obligations set out below.

**APPLICABLE DEFINITIONS**

**"business day" or "day"** any day except a Saturday, Sunday, public holiday or any other day on which the JSE is closed;

**"client"** a controlled client or a non-controlled client;

**"client assets"** JSE authorised investments safeguarded by a member on behalf of clients;

**"contract note"** in respect of trades executed on the JSE equities trading system by a member on any particular day –

- (a) on behalf of a client, a confirmation from the member to the client in respect of such trades; and
- (b) on behalf of a member's proprietary account, the aggregate trades executed on such account;

**"contractual settlement"** the market convention whereby the parties to a transaction in equity securities have a contractual obligation to cause such transaction to be settled on the settlement date;

**"controlled account"** an account reflecting the equity securities and funds of a controlled client or the equity securities of a member;

**"controlled client"** a client or an account holder on whose behalf a client is acting, whose funds and uncertificated equity securities are under the control of a CSP or whose settlements take place via the CSDP of a member;

**"corporate action"** an action taken by an issuer or any other entity or third party, which affects the registered owner and the beneficial owner of equity securities in terms of an entitlement;

**"CSDP"** a central securities depository participant that has been accepted by a central securities depository as a participant in that central securities depository;

**"custody account"** an equity securities account with a CSDP which reflects the uncertificated equity securities balances of controlled accounts of a member and through which settlement of transactions in equity securities is effected;

**"custody services provider" or "CSP"** a member which has been authorised by the JSE to perform custody services in terms of the rules;

**"dematerialisation"** the process of converting a certificated equity security into an uncertificated equity security;

**"equity securities"** those JSE listed securities traded on the JSE equities trading system;

**"exchange"** a person who constitutes, maintains and provides an infrastructure –

- (a) for bringing together buyers and sellers of securities; for matching the orders for securities of multiple buyers and sellers; and
- (b) whereby a matched order for securities constitutes
- (c) a transaction;

**"failed trade"** a transaction in equity securities which the Settlement Authority deems to be a failed trade on the basis that neither the client, the member nor the Settlement Authority is able to ensure that such transaction will settle on the settlement date or any revised settlement date;

**"JSE"** JSE Limited, a company duly registered and incorporated with limited liability under the company laws of the Republic, licensed to operate an exchange under the Act;

**"margin"** a payment made or guarantee provided by a member to the JSE to assure settlement of transactions in equity securities by that member or its clients;

**"Market Controller"** the person appointed by the JSE to supervise, administer and control the daily operations of the JSE equities trading system;

**"member"** an equities member, which is a category of authorised user admitted to membership of the JSE under these rules;

**"non-controlled client"** a client or an account holder on whose behalf a client is acting, who has appointed his own CSDP to settle transactions in equity securities on his behalf;

**"Rolling of settlement"** the process initiated by the Settlement Authority in terms of which the settlement date of a transaction in equity securities is rolled to a later date;

**"securities"** has the same meaning as that contained in section 1 of the Act;

**"settle"** to discharge the obligations arising from a transaction in listed securities;

**"Settlement Authority"** the person or persons appointed by the JSE to manage the settlement of transactions in equity securities effected through the JSE equities trading system in terms of the rules and directives;

**"settlement commitment"** an electronic undertaking by a CSDP to settle a transaction in equity securities;

**"settlement date"** in respect of a transaction in equity securities, the date on which the transaction is due to be settled;

**"settling party"** a buyer or seller of listed securities who settles a transaction or any person appointed in terms of exchange rules by such buyer or seller to settle a transaction on behalf of such buyer or seller;

**"Strate"** Strate Limited, a public company licensed as a central securities depository in terms of the Act;

**"terminating transaction"** a purchase of equity securities which have not subsequently been sold or a sale of equity securities which have not subsequently been purchased;

**"trade date"** in respect of a transaction in equity securities, the date reflected as such on the contract note or an electronic confirmation thereof;

**"T+1"** the first business day after the trade date;

**"T+2"** the second business day after the trade date;

**"T+3"** the third business day after the trade date;

**"transaction"** contract of purchase and sale of securities.

**"uncertificated equity securities"** equity securities that are not evidenced by a certificate or written instrument and are transferable by book entry without a written instrument;

**"uncommitted settlement"** settlement obligation for which a CSDP has not provided a settlement undertaking;

**Settlement Obligation 1**

1. Settlement will take place in accordance with the following principles:
  - 1.1 Each transaction represented by a single contract note between the ultimate buyer and ultimate seller.
  - 1.2 Applying the market convention that parties to a transaction have a contractual obligation to cause such transaction to settle on a specific day, settlement day (which is three business days after the trade was done) and
  - 1.3 On a net basis per member, per equity security per trade type

## Settlement Obligation 2

- 2.1 A controlled client must sign a mandate in favour of a member before any cash or securities are received by the member.
- 2.2 A controlled client must obtain a receipt from the member when securities in certificated form are placed under the control of the member.
- 2.3 A controlled client must receive a statement on at least a quarterly basis or more frequently if the client so requests and reconcile the equity securities and funds reflected on the statement with his records. Any discrepancies should immediately be raised with their member for investigations.
- 2.4 A controlled client must advise a member of its choice for an elective corporate action as set out in the client mandate or agreed with their member.
- 2.5 A controlled client must advise a member if it wishes to receive information from any issuer regarding securities that the client owns and if their email address may be supplied to the Issuer to allow for electronic communication from the Issuer.

## Settlement Obligation 3

3. A controlled client may not place an order to sell equity securities unless:
  - 3.1 the securities to be sold are in the custody of the member in uncertificated form or
  - 3.2 the controlled client can evidence to their member that they own the equity securities to be sold and that such securities will be available for settlement on T+3 or
  - 3.3 another transaction has been entered into by the client for the equivalent number of equity securities to be available for settlement on T+3 or before or
  - 3.4 the controlled client has made arrangements to borrow the equivalent number of equity securities and the equivalent securities will be available for settlement to take place on T+3 or
  - 3.5 a corporate action provides for an equivalent amount of equity securities being available for settlement on settlement date or
  - 3.6 The equity securities are being moved between registers and the securities will be available on the South African register for settlement.

## Settlement Obligation 4

By no later than 16h00 on T+1, a controlled client must ensure that their member is in a position to settle the transaction on T+3, either by providing the necessary funds or equity securities to the member or entering into an arrangement with the member to ensure that settlement takes place on settlement day.

Where the controlled client does not provide the necessary funds or equity securities to the member by end of day on T+1, the transaction will be margined and where margin is called the member may call for the margin from the controlled client. If the transaction is subject to Rolling of Settlement and the Failed Trade procedures, the margin will be held until the future settlement date of the Rolling of Settlement or when the Failed Trade is resolved.

Where a controlled client fails to meet their settlement obligations for a sale transaction, the transaction will be reversed to the members account at 16h00 on T+2 and the member will assume the obligation to settle.

## Settlement Obligation 5

- 5.1 Where the controlled client fails to put the member in a position before 16h00 on T+1 to settle the transaction on settlement day, the member may close out the client's transaction and claim the difference between the original transaction value and the close out value from the client,

including interest, subject to any agreement with the client or notification to the client to the contrary, and to any action taken by the Settlement Authority in terms of the failed trade procedures set out in the rules. The member may sell for the account of the client so many of any other equity securities held on the client's account as is necessary to cover any loss that may be incurred by the client as a result of the close out of the original transaction. The client shall also remain liable for any losses, costs and charges incurred, or charge imposed by the member, in respect of any of the aforementioned transactions.

- 5.2 Where the controlled client has not complied with its obligation to put the member in a position to effect settlement and neither the member nor the Settlement Authority is able to effect settlement, the Settlement Authority shall as at 10h00 on T+3 declare the transaction to be a failed trade.
- 5.3 Notwithstanding 5.1 and 5.2 above, the notification at any stage by a controlled client to a member of its inability to put the member in a position to settle a transaction, may result in the declaration of a failed trade by 09h00 on the following business day, if neither the member nor the Settlement Authority is able to ensure that settlement will take place on settlement day by doing a securities lending & borrowing.

## Settlement Obligation 6

- 6.1 If a controlled client is unable to meet his settlement obligations and the member is unable to enter into an arrangement to ensure that settlement takes place, the member must advise the Settlement Authority.
- 6.2 If the Settlement Authority is able to lend the necessary funds or equity securities to the member to ensure that settlement takes place, the member must close out the original transaction before the close of business on the next business day.

## Settlement Obligation 7

Where a member borrows securities from the Settlement Authority to effect settlement on behalf of a controlled client, the controlled client is responsible for any costs that may be incurred by the member in this regard and any penalties imposed on the member by the Settlement Authority. These costs include the costs related to manufactured dividends.

## Settlement obligation 8

Where a member borrows funds from the Settlement Authority to effect settlement on behalf of a controlled client who has not made payment of the required funds to the member timeously, the controlled client is responsible for any costs incurred by the member or penalties imposed on the member by the Settlement Authority in this regard.

## Settlement obligation 9

- 9.1 Where a controlled client does not meet his settlement obligations timeously and neither the member nor the Settlement Authority are able to borrow the necessary funds or equity securities to ensure that settlement of the transaction takes place, the transaction of the failing controlled client may be rolled or failed in accordance with instructions provided by the Settlement Authority to the member.
- 9.2 A failing controlled client, in the case of a rolled or failed trade, will in addition to any fees and penalties, be responsible for any corporate action entitlements or losses that is claimed and paid to the non-failing party.

## Settlement obligation 10

- 10.1 A controlled client may be instructed by the JSE, via their member, to roll settlement of their transaction, where the rolling of the settlement will allow the transactions to settle on a future settlement date.

- 10.2 The failed transaction may only be rolled twice which should not be more than 6 business days from the original settlement date.
- 10.3 If the transaction is rolled in accordance with 10.1, then the controlled client will be entitled to claim for any corporate action entitlement or losses incurred.

#### **Settlement obligation 11**

- 11.1 If there is a failed trade which will result in a transaction not settling, a controlled client must, if instructed by the JSE via their member, fail the transaction.
- 11.2 Subsequent to the failing of the transaction, the JSE will decide if the controlled client, via their member should re-transact or if the transaction should be settled by compensation.
- 11.3 If the transaction is failed, and re-transacted or settled via compensation, in accordance with 11.2, then the controlled client will be entitled to claim for any corporate action entitlement or losses incurred

#### **Settlement Obligations of JSE approved Member Firms**

Your attention is drawn to the following regulatory requirements, to which SPW is subject:

- 1. The Prevention of Organised Crime Act, 1998 (Act No. 121 of 1998), the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001) and/or any subsequent or other applicable act**  
Member firms are obliged to notify the relevant authorities regarding funds or transactions of a dubious nature.
- 2. Nominee Disclosure**  
Subject to applicable legislation, member firms are obliged to divulge the beneficial holders of securities to the relevant companies on a quarterly basis or upon request.
- 3. Subpoena by a Court of Law**  
A member firm is obliged to hand over all documents required by the subpoena.

## Financial services provider information

<b>Business name</b>	<b>Sanlam Private Wealth Proprietary Limited (SPW)</b>
<b>Registration number</b>	2000/023234/07
<b>SPW regulatory and license information</b>	Member of the JSE Authorised Discretionary Financial Services Provider: FSP 37473 Licensed Credit Provider: NCRCP1867
<b>Physical address</b>	The Vineyard Office Estate Farm 1, Building B, 99 Jip de Jager Drive, Welgemoed, 7530
<b>Postal address</b>	Private Bag X8, Tygervalley 7536
<b>Contact information</b>	<b>T:</b> +27 21 950 2520 <b>F:</b> +27 21 950 2301 Email: <a href="mailto:clientcare@privatewealth.sanlam.co.za">clientcare@privatewealth.sanlam.co.za</a> <a href="http://www.privatewealth.sanlam.co.za">www.privatewealth.sanlam.co.za</a>
<b>Compliance officer information</b>	<b>Mr. LP Jacobs</b> <b>T:</b> +27 21 950 2852 <b>F:</b> 086 688 3738 E-mail: <a href="mailto:lawrencej@privatewealth.sanlam.co.za">lawrencej@privatewealth.sanlam.co.za</a>

Should you not be satisfied with the service rendered by SPW, you may lodge a complaint via the SPW Complaints Policy and procedure, which is available to you on request. Should you wish to challenge the findings, you may, upon receipt of the written findings, pursue the complaint with the relevant office. Contact details appear below.

<b>FAIS ombudsman information</b>	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a> Tel: 012 470 9080 Fax: 012 348 3447 Email: <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
<b>JSE</b>	Complaints to be directed to the Director: Surveillance <a href="http://www.jse.co.za">www.jse.co.za</a> E-mail: <a href="mailto:info@jse.co.za">info@jse.co.za</a>
<b>NCR</b>	Complaints in respect of credit facilities to be directed to <a href="mailto:info@ncr.co.za">info@ncr.co.za</a>

### SPW confirms that:

- SPW holds sufficient professional indemnity and fidelity insurance cover
- SPW accepts responsibility for all its authorised representatives

## Product category information

### Products that SPW is accredited to:

#### Market and advise:

Long Term Insurance: Categories B1 and C  
Retail Pension Benefits  
Securities and Instruments: Shares  
Securities and Instruments: Money Market Instruments  
Securities and Instruments: Debentures and Securitised debt  
Securities and Instruments: Warrants, certificates and other instruments  
Securities and Instruments: Bonds  
Securities and Instruments: Derivative Instruments  
Participatory Interests in Collective Investment Schemes  
Deposits defined in the Banks Act – exceeding 12 months  
Deposits defined in the Banks Act - 12 months or less

#### Manage with discretion:

Long Term Insurance: Categories B1 and C  
Retail Pension Benefits  
Securities and Instruments: Shares  
Securities and Instruments: Money Market Instruments  
Securities and Instruments: Warrants, certificates and other instruments  
Securities and Instruments: Bonds  
Securities and Instruments: Derivative Instruments  
Participatory Interests in Collective Investment Schemes  
Long-term deposits  
Short-term deposits