

This Mandate is NOT suitable for investments via LISPS,
Sanlam Staff Umbrella Fund or Sanlam Advisors Umbrella Fund

Version Date 01/07/2014

Staff Member

Yes

No

Hierdie dokument is ook in Afrikaans beskikbaar

A. NON-DISCRETIONARY MANDATE

1. Authority

Sanlam Private Wealth's right to purchase and sell investments on your behalf may only be exercised by Sanlam Private Wealth on your instruction and prior consent.

Please note that where Sanlam Private Wealth is provided with a non-discretionary mandate, its discretion is restricted in the management of your investments, it has no mandate to make any recommendations or give any advice on the suitability of the investment or the instruction of the client or its nominee, and Sanlam Private Wealth makes no representations in this regard. Sanlam Private Wealth acts only on the instruction of the client or its nominee and execution of such instructions therefore shall not imply Sanlam Private Wealth approval of any investment decisions. If you have elected that Sanlam Private Wealth is to purchase and/or sell, securities for your account on the instructions of your nominee without prior consultation with you, Sanlam Private Wealth shall not be liable for any losses, costs, damages, claims or expenses of whatsoever nature suffered by you (either arising directly or indirectly) in the event that such nominee exceeds the terms of the mandate granted by you.

2. Corporate actions

Should a corporate action (e.g. dividends in the form of either cash or scrip) require an election, Sanlam Private Wealth shall, in the absence of a specific instruction from you, exercise its discretion on the option to take for your account.

3. Holding of securities at Central Securities Depository ("CSD")

The securities are to be kept by Sanlam Private Wealth' nominee company, Agulhas Nominees (Pty) Ltd, who has appointed its own Central Securities Depository Participant ("CSDP"). The Securities are to be held by Sanlam Private Wealth' nominee company and therefore you are a controlled client of Sanlam Private Wealth. Kruger Rands and bearer instruments are not capable of being registered in our nominee company and therefore must be collected by you or your duly authorised representative.

B. FEES (Sanlam Private Wealth' VAT registration number 472 0192 154)

1. I agree to pay or be debited for the fees and charges currently applicable as furnished to me via the website, account statement, e-mail or otherwise, whether in writing, electronically or otherwise, when they are due and payable. Sanlam Private Wealth may, on prior written notice, furnished to me, whether electronically or otherwise, change these fees and charges from time to time.
2. The fee or charges for services rendered for a period, which is less than a month, shall be levied at the full charge applicable for that month.
3. I accept that interest is chargeable in case of any late payment or default in payments of fees herein at the prime rate charged by Absa Bank on overdrafts, from time to time. A certificate issued by a manager of Absa Bank regarding the interest rate shall serve as proof of such rate.
4. Sanlam Private Wealth will be entitled to increase the fees and charges, from time to time, payable for the services rendered in terms of this Mandate.

C. CLIENT AUTHORISATION AND ACCEPTANCE

1. **CLIENT:** I, the undersigned Client, hereby authorise Sanlam Private Wealth to manage my investments on a non-discretionary basis, as set out in this Client Mandate Agreement. This Agreement and the attached schedules and Annexures constitutes a mandate as contemplated in the Rules of the JSE Securities Exchange South Africa ("JSE"), and the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"), collectively "the relevant legislation". I hereby confirm that I have read and understand the terms and conditions applicable to this agreement and that I have read and understand the Material Obligations of Buyers Sellers of Listed South African Uncertificated Securities, a copy of which has been given to me. I accept that Sanlam Private Wealth may, at its discretion, perform a credit check in processing this application.

Signed at on this the day of year

CLIENT

(Signature)

(Print Full Name and Surname)

2. **SANLAM PRIVATE WEALTH** hereby undertakes to carry out the terms of this mandate in accordance with the provisions of the relevant legislation, rules and directives of the JSE, and in accordance with any other rules, directives or decisions of the JSE, which may now have or which may in the future have a bearing on the conduct of managed accounts.

Signed at on this the day of year

FOR SANLAM PRIVATE WEALTH (PTY) LTD

(Signature)

Authorised Signatory

D. ANNEXURES

GENERAL TERMS AND CONDITIONS

Annexure 1

Terms and conditions

While every care has been taken, no representation, warranty or undertaking (express or implied) is given and no responsibility nor liability is accepted by Sanlam Private Wealth, its affiliates, holding company and /or subsidiaries, as to the accuracy or completeness of the information contained herein. All information is provided should not be treated as professional or investment advice, and any investment decision should be may after due consultation with an investment professional.

1. This mandate governs the rights and obligations of the parties herein in respect of Sanlam Private Wealth Online Share Trading and shall commence on the date of signature hereof by the party signing last.
2. The words and phrases shall, unless the contrary appears have the same meaning ascribed to them in the relevant legislation.
3. Sanlam Private Wealth's management of the investments set out below shall be conducted on a limited discretionary basis. Sanlam Private Wealth is hereby appointed as your duly authorised agent to, on your behalf, purchase and sell and enter into any transaction in accordance with the limited discretion option elected, both in the Republic of South Africa, and, if and when permitted by law, in foreign countries in respect of the following:
 - 3.1 Listed and unlisted securities and financial instruments, provided that in relation to derivative instruments you have also signed the appropriate additional mandate, and in respect of foreign securities and financial instruments you have opted for investment in such securities and financial instruments and are accordingly bound by the terms and conditions related thereto, which contain important information in relation to the risks inherent in such investments;
 - 3.2 Money market instruments as defined in the JSE's rules, including but not limited to notes, negotiable certificates of deposit, commercial paper or other debt instruments, provided that you have completed an agreement for money broking transactions;
 - 3.3 Warrants to subscribe for the investments referred to in 3.1 and 3.2 above, provided that Annexure 2 is completed;
 - 3.4 Depository receipts or other instruments relating to the investments referred to in 3.1, 3.2 and 3.3 above;
 - 3.5 Unit trusts and similar schemes;
 - 3.6 Kruger Rands;
 - 3.7 Investments similar to or related to any of the foregoing as contemplated in the applicable legislation;

- 3.8 Any other securities or financial instruments specified in the mandate, including instruments listed on the Bond Exchange of South Africa.
- 3.9 Debentures and securitised debt or other debt instruments
- 3.10 Investments similar to or related to any of the foregoing as contemplated in the applicable legislation;
4. If you have elected that Sanlam Private Wealth is to purchase and/or sell securities for your account on the instructions of your nominee without prior consultation with you, Sanlam Private Wealth shall not be liable for any losses, costs, damages, claims or expenses of whatsoever nature suffered by you (either arising directly or indirectly) in the event that such nominee exceeds the terms of the mandate granted to you.
5. Where Sanlam Private Wealth issues instructions to third parties in respect of investments on your behalf, it is recorded that such instructions will be executed within a reasonable period taking into account the requirements of the relevant third parties, however, you shall not hold Sanlam Private Wealth liable for, and hereby indemnify Sanlam Private Wealth against any claim arising from the late or delayed processing of instructions, and hereby agreeing that any instruction processed is done solely at your own risk.

Management of Income

6. Where this mandate is terminated, or where you have instructed Sanlam Private Wealth by notice in writing to realise and repay to you any portion of the investments under Sanlam Private Wealth management, Sanlam Private Wealth shall pay any cash into your bank account as stipulated in the mandate to which this annexure is attached, subject to SA Reserve Bank exchange control regulations where applicable. The onus is on you to keep Sanlam Private Wealth informed of any changes to your banking details.

Rights to cash and securities

7. Nothing in this mandate affects your right to require Sanlam Private Wealth to pay to you or to your order, on written request from you, any cash deposited by Sanlam Private Wealth on your behalf in JSET, or to deliver to you, on request, any investments held by Sanlam Private Wealth on your behalf. In such cases, all resulting costs shall be for your account.

Dual Capacity

8. Sanlam Private Wealth may act as principal with a personal interest in any transaction for the purchase or sale of such investments on your behalf, Sanlam Private Wealth will not be entitled to charge you a fee as brokerage or commission in respect of such transaction. All other relevant charges will remain applicable.

Risks

9. You acknowledge that you have been informed of the risks inherent in the investments set out above and, where appropriate, have been handed copies of any specific risk disclosure documents published from time to time by specific financial markets. In addition, you accept that such risk may result in financial loss to you.

Monthly Statement of Account

10. Sanlam Private Wealth shall furnish you with a monthly statement of account showing details of any change in the investments held on your behalf, including any cash held by JSET on your behalf at the date of the statement of account. Such details shall include but shall not be limited to the period for which the investments were held and the amount of interest paid by JSET in respect of cash held by JSET on your behalf.

Fees

11. In consideration of the services to be provided by Sanlam Private Wealth in terms of this mandate, Sanlam Private Wealth shall be entitled to receive the fees set out in the mandate as well as to claim from you the administrative fees due to any third party with whom Sanlam Private Wealth has contracted on your behalf. Sanlam Private Wealth is specifically authorised to realise any investment held by Sanlam Private Wealth in terms of this mandate should there be insufficient cash available to settle the agreed fee of Sanlam Private Wealth. Should the mandate be terminated during any calendar month, the fee of Sanlam Private Wealth in respect of that month shall be payable on the date of termination.
12. Portfolio management fees may be charged by agreement on discretionary accounts. Such fees will be calculated on the market value of the portfolio on a monthly basis. Sanlam Private Wealth reserves the right to revise fees subject to general notification.
13. Charges: a basic charge, brokerage and VAT (where applicable), is payable on all transactions, as well as any other levies or charges that may be instituted by the JSE, from time to time, as recoverable from clients. Purchases are subject to Securities Transfer Tax.
14. Other charges will be levied for certain actions and functions performed on your behalf as and when they occur. Such charges may be revised at the discretion of Sanlam Private Wealth without prior notice.
15. The fees charged and agreed in the mandate may be varied by Sanlam Private Wealth from time to time. Any variation of the fees shall be by way of written notification or by general notification sent to you via e-mail prior to its implementation. Where applicable, fees are subject to VAT.

16. You authorise Sanlam Private Wealth to retain or to withdraw from any cash deposited by Sanlam Private Wealth on your behalf in JSE Trustees (Proprietary) Limited ("JSET") or a money market account or from the account maintained for such purpose by the custodian appointed by the Sanlam Private Wealth such amounts as are actually required:-
- 16.1 From time to time to pay for investments purchased on your behalf, in terms of the Rules;
 - 16.2 To effect such other payments as are reasonably necessary in the operation of this mandate; or as may be requested by any regulatory or legislative authority; and
 - 16.3 To discharge a debt due to Sanlam Private Wealth by you; or any other debt which Sanlam Private Investments may become liable to pay on your behalf.
17. Sanlam Private Wealth 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. Sanlam Private Wealth will however act in accordance with the best interests of the clients at all times.

Third party settlement instructions

18. Settlement instructions on your investments in favour of third party beneficiaries will only be executed in exceptional circumstances in terms of Sanlam Private Wealth policy, subsequent to receipt of a written instruction containing the appropriate indemnity from you. This policy is based on measures to protect both the client and Sanlam Private Wealth, and to combat money laundering. It is specifically recorded that where any scrip is registered in the name of or payment is made by Sanlam Private Wealth to the related third party beneficiaries recorded in the mandate, Sanlam Private Wealth shall not be liable for all and any loss (direct, indirect or consequential), liability, actions, suits, proceedings, costs, demands or damages of all and every kind or nature, directly or indirectly suffered by yourself as a result of any such instruction.

Price Averaging

19. Sanlam Private Wealth may allocate transactions to a specifically designated suspense account and issue single brokers notes or electronic confirmations to various other clients for transactions in the same security on the same day, by allocating the transactions at an average price. On these occasions the brokers note or electronic confirmations will disclose the following additional information: the fact that the price is an average price within the times of the first and last trade, and that the price and times of each transaction are available from Sanlam Private Wealth on request

Indemnities

20. You hereby indemnify Sanlam Private Wealth and any third party with whom Sanlam Private Wealth contracts on your behalf and hold Sanlam Private Wealth and any such third party harmless in respect of any:
- 20.1 Loss incurred by you or on your behalf pursuant to any bona fide investment made by Sanlam Private Wealth in terms of this mandate;
 - and
 - 20.2 All claims, damages, liabilities, costs and expenses including reasonable attorneys fees, (on an attorney and own client basis) which may be brought against or claimed from Sanlam Private Wealth by reason of the management of your account.
21. You agree to indemnify and hold Sanlam Advisors (SFA) harmless from and against any loss caused by gross negligence or otherwise, including without limitation any direct, indirect, punitive or consequential loss, whether in contract or in delict that may arise from SFA's recommendation of Sanlam iTrade.
22. Nothing contained herein shall however absolve Sanlam Private Wealth from liability for loss suffered by you through any act of fraud, theft, bad faith, dishonesty or gross negligence on the part of Sanlam Private Wealth or on the part of Sanlam Private Wealth employees. The foregoing notwithstanding Sanlam Private Wealth shall not be liable whatsoever for any act of fraud, theft, bad faith, dishonesty or gross negligence on the part of any third party as mentioned above or on the part of any such third party's employees. Sanlam Private Wealth shall not be liable in the event of the insolvency or sequestration or liquidation of such third party's estate.
23. You hereby indemnify Sanlam Private Wealth and hold Sanlam Private Wealth harmless in respect of any income tax or other tax or levy of whatsoever nature in respect of which you may become liable or which may become payable pursuant to anything done by Sanlam Private Wealth on your behalf in terms of this mandate, and in particular:
- 23.1 Tax on interest accruing for your benefit on any cash amount invested by Sanlam Private Wealth in terms of this mandate; and
 - 23.2 Tax on the increase in value of any investment administered or managed by Sanlam Private Wealth on your behalf and for your benefit.
24. Furthermore, you undertake to refund Sanlam Private Wealth on demand any amount which Sanlam Private Wealth may be called upon to pay by any revenue authority in respect of any such interest or gain accruing for your benefit and further authorise Sanlam Private Wealth to make such payments by realising investments managed by Sanlam Private Wealth on your behalf or under Sanlam Private Wealth control.

Termination

- 25.1 Either party may terminate this mandate on written notice to the other, which termination shall be of immediate effect. Sanlam Private Wealth shall not initiate any new investments or transactions on your behalf after notice of termination has been received or given. It is recorded that any transaction initiated on your behalf prior to the giving or receipt of the notice of termination shall be completed.
- 25.2 Should this mandate be terminated, no penalty shall become due to either party in respect of such termination.
- 25.3 If Sanlam Private Wealth for any reason ceases to be a member of the JSE, this mandate shall automatically terminate with immediate effect.

Cession and Delegation

- 26. Sanlam Private Wealth is specifically authorised to, at any time, upon not less than one calendar month's notice in writing to you, cede and delegate all its rights and obligations in and under this mandate to any other party who is authorised to manage investments in terms of the applicable legislation. Such assignee shall, unless this mandate is thereupon terminated by you, assume all such rights and obligations with effect from the first day of the calendar month following such notice period. Failing termination by you, it shall be deemed that you have consented to such cession and delegation.

Amendments to Mandate

- 27. No addition to, variation, or amendment of this mandate by you shall be binding unless contained in a written document signed by or on behalf of both parties. The parties however agree that this mandate shall be amended and/or amplified to the extent that it may be required in order to comply with new or amended rules or regulations as enforced by appropriate regulatory bodies such as the JSE, FSB and the like.

Communication between Parties

- 28. The parties choose as their respective domicilium citandi et executandi for the purpose of the serving of all notices and processes pursuant to this mandate, the respective addresses appearing in this mandate, or such other addresses as may be stipulated by notice in writing.

29. Any notice given in terms of this mandate shall be given in writing and shall be deemed, in the absence of proof to the contrary,;

- 29.1 If delivered by hand, to have been received on the date of delivery;
- 29.2 If sent by post, to have been received 10 days after the date of posting; and
- 29.3 If transmitted by facsimile or e-mail, to have been received on the date of transmission.

30. You consent to Sanlam Private Wealth recording telephone conversations between yourself and any member of Sanlam Private Wealth staff and acknowledge that this is international practice and may be used for the purpose of resolving any disputes that may arise concerning telephonic advice or instructions by either party. Upon a formal request and at the discretion of Sanlam Private Wealth, such recordings may be made available to appropriate regulatory authorities.

31. Where confirmation of a transaction is sent to you through an electronic medium Sanlam Private Wealth will not be liable to you or any other person receiving the confirmation for or in respect of any direct, indirect or consequential liability, loss, damage or cost of any kind or nature arising by virtue of the fact that the communication is sent through an electronic medium, whether or not as a result of the destructions of data, system malfunction, interruption of communication links or any other problem which is not within the reasonable control of Sanlam Private Wealth.

32. Material Options: Members are required to inform clients of their material obligations. Any changes to these documents as required by relevant legislation, the JSE rules or the JSE Committee, will be available on request. It is recorded that copies of the following documents have been received by you.

- 32.1 Material Obligations of Buyers and Sellers of Listed Uncertificated Securities for Controlled Clients.
- 32.2 Material Obligations of JSE approved Member Firms.

33. Terms and conditions of Sanlam Private Wealth Online Share Trading service

33.1 Sanlam Private Wealth (Proprietary) Limited ("Sanlam Private Wealth") 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 offered.

33.2 By utilizing 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.

33.3 Sanlam Private Wealth reserves the right at any time to change or discontinue any aspect, service or feature of this website or services without notice.

33.4 All services are subject, in addition to these terms and conditions (Online Terms), to the requisite terms and conditions of Sanlam Private Wealth in respect of each service.

33.5 You hereby warrant to us 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.

33.6 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 Sanlam Private Wealth, 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.

33.7 Copyright subsists in this website and the unauthorized 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.

33.8 While Sanlam Private Wealth 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 Sanlam Private Wealth 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.

33.9 Nothing on this website constitutes an offer or the solicitation of an offer for business or the sale or purchase of any security.

33.10 This website has been prepared from resources believed reliable by Sanlam Private Wealth but Sanlam Private Wealth does not guarantee its accuracy or completeness. Sanlam Private Wealth (Pty) Limited is a member of the JSE Securities Exchange.

33.11 The user acknowledges that it has read and accepted the terms of the Material Obligations of Buyers and Sellers of Listed Uncertificated 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.

33.12 The user authorizes Sanlam Private Wealth to act on any instruction purporting to emanate from the user whether in written, electronic or any other format. Sanlam Private Wealth will not be required to authenticate any instruction and Sanlam Private Wealth shall not be held liable as a result of the unauthorized use of the user's PIN or Password, which must be kept secret and secure by the customer at all times.

33.13 Sanlam Private Wealth endeavors to place received orders from clients onto the market in a prompt and timeous manner. This is an indicative time within which Sanlam Private Wealth executes an instruction to trade. In so far as Sanlam Private

Wealth takes longer than this estimated time, it will not be held liable to the client for any loss sustained in whatsoever manner.

- 33.14 Sanlam Private Wealth 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 Sanlam Private Wealth liable for, and hereby indemnifies Sanlam Private Wealth 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.
- 33.15 Sanlam Private Wealth 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.
- 33.16 Users who access and utilize 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.
- 33.17 Sanlam Private Wealth 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 Sanlam Private Wealth and the user hereby grants its consent thereto.
- 33.18 Sanlam Private Wealth is reliant in certain circumstances on services provided by third parties over which Sanlam Private Wealth has no control. The user agrees that it will not hold Sanlam Private Wealth 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 organizations to provide information on the website. We have no control over this information and make 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.
- 33.19 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 scrutinized or endorsed the owners or administrators of the websites or their business or security practices and operations.
- 33.20 We retain 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 authorized to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:
 - 34.20.1. the material is used for considering use of the online services and for no other commercial purposes;
 - 34.20.2. any reproduction of our proprietary material from this site or portion of it must include our copyright notice in its entirety.
- 33.21 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.
- 33.22 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.
- 33.23 Sanlam Private Wealth 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.
- 33.24 We may modify, suspend or discontinue the website, whether temporarily or permanently, without notice. We 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.
- 33.25 Our commitment to your privacy and the security of your personal information is outlined in our privacy and security policy.
- 33.26 Sanlam Private Wealth 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.
- 33.27 All claims instituted by you against Sanlam Private Wealth 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 web site

- 1. The source of the Information is the JSE Securities Exchange South Africa ("JSE"). JSE and the JSE logo are trade marks of the JSE.
- 2. The Information is the proprietary information of the JSE. All copyright subsisting in the Information vests in the JSE. All its rights are reserved.
- 3. Sanlam Private Wealth 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 Sanlam Private Wealth Online Share Trading including the condition that in certain circumstances you will be required to enter into a separate agreement with the JSE or Sanlam Private Wealth Online Share Trading.

WARRANT , OPTION AND SHARE INSTALMENTS TRADING RISK DISCLOSURE DOCUMENT

1. I am a client of Sanlam Private Wealth (Pty) Ltd. As part of the trading activities on my account, which may include equities, gilts and money market instruments, I also wish to trade in warrants, options or share instalments.
2. As warrant, option or share instalments trading transactions involve a high degree of risk and volatility, I understand that:-
 - a) If the market moves against my position, I may, in a relatively short time, sustain a severe or total loss of the purchase price and transaction costs which I have invested in purchasing a warrant, option or share instalment.
 - b) I should not purchase a warrant, option or share instalment unless I am able to sustain a total loss of the purchase price and transaction costs or am able to sustain substantial financial losses.
 - c) I may not be able to close a position if the market in the warrant, option or share instalment ceases to exist or the listing exchange restricts or suspends trading (for whatever reason) in the warrant, option, share instalment or the underlying security.
 - d) I am 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 severe or total losses could be incurred.
3. In the event of my death, insolvency or any court attachment made on my account, Sanlam Private Wealth 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.
4. I understand that trading in warrants, options or share instalments may have tax consequences and I agree to consult my own lawyer, accountant or other advisor in this regard.
5. Should I incur losses through investing or trading in warrants, options or share instalments, I agree that I shall not have any claim of any nature against Sanlam Private Wealth or any other company in the Sanlam group.

Deposits

When depositing funds into the bank account of Sanlam Private Wealth, please **quote your Sanlam Private Wealth account number.**

Our banking details are as follows:

Account name : Sanlam Private Wealth
Bank : ABSA
Branch name : Market Street, Johannesburg
Branch code : 301305
Account number : 405 296 7036

Sanlam Private Wealth Notification to Clients regarding the Material Obligations of Buyers and Sellers of Listed Uncertificated South African Securities for Controlled Clients

In terms of the Securities Services act, 2004 ("SECA") and the rules of the JSE Ltd ("the rules"), members are required to ensure that buyers and sellers of listed securities are aware of their material obligations in terms of the provisions of SECA and the rules which relate to the trading and settlement of uncertificated securities.

In terms of SECA and the rules, the material obligations of clients include the obligations set out below.

A controlled client is a client who does not appoint a CSD participant of his own, and the settlement of the transactions entered into by the client is conducted by the member of the client via accounts belonging to the member in the records of the CSD participant. (See definitions attached).

Material 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 seller and ultimate buyer.
 - 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 five business days after the trade was done).
 - 1.3 On a net basis per member, per listed security.

Material 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 the securities are placed under the control of the member.
- 2.3 A controlled client must receive a monthly statement and reconcile the STRATE approved securities reflected on the statement with his records.
- 2.4 A controlled client must advise a member of its choice for an elective corporate action by no later than 16:00 3 days prior to the record date for that corporate action.
- 2.5 A controlled client must advise a member if it wishes to receive information from any issuer regarding securities that the client owns.

Material Obligation 3

3. A controlled client may not place an order to sell a STRATE approved security unless:
 - 3.1 the securities to be sold are in the custody of the member and have been dematerialised; or
 - 3.2 another transaction has been entered into by the client for the equivalent number of uncertificated securities to be available for settlement on T+5; or
 - 3.3 the client has made arrangements to borrow the equivalent number of uncertificated securities and the equivalent securities will be available for settlement to take place on T+5.

Material Obligation 4

By no later than 16:00 on T+2, a controlled client which is not a carry account client, must ensure that the member is in a position to settle the transaction on T+5.

Material Obligation 5

- 5.1 Where the controlled client fails to put the member in a position before 16:00 on T+2 to settle the transaction on settlement day, the controlled client will forfeit any rights that the client may have had in respect of the said transaction, including the right to enforce performance of the transaction. Notwithstanding such forfeiture, the client shall remain liable for any losses, costs and charges incurred, or charge imposed by the member which effected the said transaction.
- 5.2 A member shall have the right but not the obligation to allow a controlled client to honour his obligations until 10:00 on T+4 after which the obligation to settle reverts to the member.
- 5.3 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 16:00 on T+4 declare the transaction to be a failed trade.
- 5.4 Notwithstanding 5.2 and 5.3 above, the notification at any stage prior to 16:00 on T+3 by a controlled client to a member of its inability to put the member in a position to settle, may result in the declaration of a failed trade by 09:00 on the following business day.

Material Obligation 6

Where a transaction of a controlled client fails, such client may be responsible for any balance of the non-failing party's transaction which was closed.

The settlement authority will close a failed trade against another transaction. When such closing constitutes a part of a larger transaction, the non-failing party may apply to the settlement authority to have the balance of the transaction cancelled. If successful, the failing controlled client will take the place of the non-failing party for the balance of such transaction.

Material Obligation 7

As a consequence of the controlled client not meeting material obligation 4 and where the member or the settlement authority is able to effect settlement by borrowing funds or securities the member shall be entitled to:

- 7.1 In respect of a sale transaction –
 - 7.1.1 immediately buy the required securities for the account of the client; and
 - 7.1.2 the client must pay to the member the difference between the sale consideration of the securities the client requested to be sold and the purchase consideration of the securities which were bought-in by the member, including any interest;
- 7.2 In respect of a purchase transaction -

- 7.2.1 immediately sell the securities purchased for the account of the client;
- 7.2.2 the client must pay the member the difference between the purchase consideration of the securities which were purchased at the clients request and the sale consideration of the securities sold by the member, including interest.
- 7.3 If there is any amount still owing by the client after the member has taken the steps set out in 7.1 and 7.2, the member may also sell any other securities of the client which the member holds for the client or which the member may receive on behalf of the client in order to realise the difference.

Material obligation 8

Where a controlled client has not made available securities timeously and a member borrows securities to effect settlement for the 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. These costs include the costs related to manufactured dividends.

Material obligation 9

Where a member borrows funds either directly or via the settlement authority to effect settlement for 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 in this regard.

Material obligation 10

- 10.1 Where a controlled client does not meet his obligations timeously and neither the member nor the settlement authority is able to borrow funds or uncertificated securities to ensure that settlement of the transaction takes place, then the transaction of the failing controlled client shall be closed by the member in accordance with instructions provided by the settlement authority.
- 10.2 A failing controlled client will in addition to any fees and penalties, be responsible for any compensation that is paid to the non-failing party.

Material obligation 11

- 11.1 A client may be invited by the JSE to voluntarily give up a transaction, or a part of a transaction, where the JSE believes that it is likely that the transaction will not settle because of a potential failed trade.
- 11.2 If the client gives up a transaction or a part of the transaction in accordance with 11.1, then the client will be entitled to receive compensation.

Material Obligation 12

- 12.1 If there is a failed trade which will result in a transaction or part of a transaction not settling, a client must, if instructed by the JSE, give up the transaction or a part of the transaction.

- 12.2 If the client gives up a transaction or a part of the transaction in the manner set out in 12.1, then the client will be entitled to receive compensation.
- 12.3 If a client is instructed by the settlement authority to give up a part of a transaction, the client may apply to give up the entire transaction. If the settlement authority allows the giving up of the entire transaction, the client waives any right to receive compensation.

APPLICABLE DEFINITIONS

“cash root” means the funds invested by the ultimate buyer of the uncertificated securities;

“client” means a controlled client or a non-controlled client;

“contract note” means, in respect of trades executed on the JSE trading system by a member on any particular day –

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

“controlled client” means a client whose funds and uncertificated securities are under the control of a CSM or a CSA or whose settlements take place via the CSD participant of the member as if the client’s funds or uncertificated securities were under the control of a CSM or a CSA;

“contractual settlement” means the market convention whereby the parties to a transaction in uncertificated securities have a contractual obligation to cause such transaction to be settled on the settlement day;

“CSD participant” means a person accepted by the CSD as a CSD participant in terms of the CSD rules;

“CSA” means a custody and settlement agent which is a CSM which has been appointed by a broking member (equities) in terms of directive FL to exercise custody over that member’s managed account, safe custody and controlled assets and to effect settlement of certificated and uncertificated securities on behalf of that member and its clients; “CSM” means a member which has been appointed as a custody and settlement member in terms of the rules and, on behalf of its clients and/or another member and that member’s clients:

- (a) exercises custody over managed accounts, safe custody and controlled account assets; and
- (b) effects settlement of uncertificated and certificated securities;

“failed trade” means a transaction in uncertificated 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;

“non-controlled client” means a client other than a controlled client who has appointed his own CSD participant;

“rolling settlement” means a settlement environment where transactions become due to be settled a prescribed number of days after the trade date;

“scrip root” means the ultimate seller of the uncertificated securities being sold;

“settlement authority” means the person or persons appointed by the JSE to manage the settlement of transactions in uncertificated securities effected through the JSE trading system in terms of the rules and directives and the CSD rules;

“settlement commitment” means an electronic undertaking by a CSD participant to settle a transaction in uncertificated securities;

“settlement date” means in respect of a transaction in uncertificated securities, the date on which the transaction is due to be settled;

“STRATE approved security” means a security which, in respect of transactions in such security, may only be settled electronically;

“terminating transaction” means a purchase of uncertificated securities which have not subsequently been sold or a sale of uncertificated securities which have not subsequently been purchased;

“trade date” means, in respect of a transaction in uncertificated securities, the date reflected as such on the contract note or an electronic confirmation thereof;

“T+1” means the first business day after the trade date;

“T+2” means the second business day after the trade date;

“T+3” means the third business day after the trade date;

“T+4” means the fourth business day after the trade date;

“T+5” means the fifth business day after the trade date;

“uncertificated securities” means securities which in terms of section 91A of the Companies Act, 1973, are transferable without a written instrument and are not evidenced by a certificate;

“uncommitted settlement” means a settlement obligation for which a CSD participant has not provided a settlement undertaking.

3. **Subpoena by a Court of Law**

A Member firm is obliged to hand over all documents required by the subpoena

Material Obligations of JSE approved Member Firms

Your attention is drawn to the following regulatory requirements, to which Sanlam Private Wealth is subject::

1. **The Prevention of Organised Crime Act of 1998 (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 the applicable Act, Member firms are obliged to divulge the beneficial holders of securities to the relevant companies on a quarterly basis or upon request.

| Financial Services Provider Information | |
|---|--|
| Business Name | Sanlam Private Wealth (Pty) Ltd (Sanlam Private Wealth) |
| Registration Number | 2000/023234/07 |
| Sanlam Private Wealth Regulatory and License Information | Member of the JSE Authorised Discretionary Financial Services Provider: FSP 37473 Licensed Credit Provider: NCRCP1867 |
| Physical Address | The Vineyard Office Estate Farm 1, Building B, 99 Jip de Jager Drive, Welgemoed, 7530 |
| Postal Address | Private Bag X8, Tygervalley 7536 |
| Contact Information | Tel: +27 21 950 2520 Fax: +27 21 950 2301 Email: clientcare@Sanlam Private Wealth.sanlam.com www.Sanlam Private Wealth.sanlam.com |
| Compliance Officer Information | Mr. LP Jacobs Tel: +27 21 950 2852 Fax: 086 688 3738 E-mail: lawrencej@Sanlam Private Wealth.sanlam.com |
| Should you not be satisfied with the service rendered by Sanlam Private Wealth, you may lodge a complaint via the Sanlam Private Wealth 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. | |
| FAIS Ombudsman Information | www.faisombud.co.za Tel: 012 470 9080 Email: info@faisombud.co.za Fax: 012 348 3447 |
| JSE | Complaints to be directed to the Director: Surveillance www.jse.co.za info@jse.co.za |
| NCR | Complaints in respect of credit facilities to be directed to info@ncr.co.za |
| Sanlam Private Wealth confirms that: - Sanlam Private Wealth holds sufficient professional indemnity and fidelity insurance cover - Sanlam Private Wealth accepts responsibility for all its authorised representatives | |
| Product Category Information | |
| Products that Sanlam Private Wealth is accredited to: | <p>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</p> <p>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</p> |