



BoE STOCKBROKERS

Registration Number 1996/015589/07

Member of the JSE Securities Exchange SA Limited

For Office Use

Account Number: _____

Partner Code: _____

Portfolio Advisor: _____

CONTROLLED ACCOUNT MANDATE

Please complete all the relevant sections and schedules in block capitals, and read the terms and conditions before returning this agreement to BoE Stockbrokers (Pty) Limited (“BS” or “we”).

When considering your application, BS may use credit reference agencies that will record enquiries made about you.

1. CUSTODIAL CONTROL OF SECURITIES

You authorise BS to hold on your behalf securities at BS’ chosen Central Securities Depository Participant (“CSDP”), or otherwise, any securities which you may, from time to time, hand to BS for such purpose and any securities which we purchase or receive on your behalf. If upon your request, BS sells any securities held in custodial control at BS’s CSDP and reinvests the proceeds for your account in other securities, such other securities shall also be held in custodial control on the same basis. In the case of certificated securities, you authorise BS to hold on your behalf in safekeeping, in fungible consolidated share certificate form (“jumbo certificate”), at BS’s CSDP.

2. HANDLING OF INCOME AND/OR CASH

All cash deposits including interest, dividends, proceeds of disposals and cash, received by BS for your account arising from the management of your investments in terms of this mandate shall be paid by BS for your credit and in your name directly either, and at BS’ discretion, into JSE Trustees (Proprietary) Limited (“JSET”) in terms of the JSE’s rules, or into a money market account (to facilitate payment of your income into a money market account you will need to sign the Contract of Mandate pertaining to Money-Broking Transactions).

If you require BS to pay you a monthly amount from your surplus funds, please elect one of the options below:

- 2.1 You instruct BS to pay you monthly all income received (interest, dividends) by BS for your account arising from the management of your investments in terms of this mandate, or
- 2.2 You instruct BS to pay to you monthly a fixed amount of R_____ of the surplus funds on your investment account with BS.

3. BANKING DETAILS

3.1 Bank Account

Account Holder: _____

Bank: _____

Branch: _____

Branch Number (IBT No.): _____

Account Number: _____

Type of Account: _____

3.2 Authority to Debit from Client's Bank Account Amounts owing to BoE Stockbrokers

Please sign below if you wish to give BS authority to debit from your bank account as detailed above amounts owing to BS.

I hereby request, instruct and authorise BoE Stockbrokers (Pty) Limited ("BS") to draw against my bank account the amount payable or due. All such transactions from my bank accounts by BS shall be treated as though they had been signed by me personally.

I understand that transactions hereby authorised will be processed electronically and I also understand that details of each withdrawal will be printed on my bank statement.

Signed at _____ on this _____ day of _____ 20 _____

Signature of Client

4. INVESTMENT DECISIONS *(Please tick one box only)*

4.1 Managed Fully Discretionary Portfolio

BS is hereby authorised to manage your investments at its sole and full discretion in order to achieve the investment objective/s as determined in the Investment Risk Profiling Questionnaire completed by yourself and BS. Advice provided on these portfolios is guided by the BS investment philosophy, taking into account your risk profile. This means that BS' mandate is an unlimited mandate to act on your behalf in order to achieve the investment objective/s without it being necessary to obtain further authority or consent from you to effect any transaction in investments in terms of the mandate.

4.2 Managed Proactively Advised Portfolio (Non-Discretionary)

BS will advise you on the continuing management of your portfolio and will be available to respond to your specific requests for advice. Management of these portfolios is guided by the BS investment philosophy, taking into account your investment objectives and risk profile as determined in the Investment Risk Profiling Questionnaire completed by yourself and BS. BS' discretion is restricted in respect of the management on your behalf of the investments. BS' right to purchase and sell such investments on your behalf may only be exercised by BS on your instruction and prior consent; and/or the instruction of the individual authorised to act on your behalf, if so designated by you.

4.3 Non-Managed Advisory Portfolio (Execution only)

Execution only portfolios are not managed by BS, and transactions are only effected on the basis of your prior instruction and consent. BS is not obliged to pro-actively advise you, however the BS portfolio advisors are at your disposal for information and advice when so requested. BS' right to purchase and sell such investments on your behalf may only be exercised by BS on your instruction and prior consent, and/or the instruction of the individual authorised to act on your behalf, if so designated by you. You acknowledge that you have not completed a Risk Profiling Questionnaire, and hereby indemnify BS against any losses incurred on your portfolio as a result of the investment decisions made by you

5. SOUTH AFRICAN/OFFSHORE TRANSACTIONS

BS is authorised to enter into the following transactions *(tick one box only)*:

- South African investments only
 Offshore investments only
 Both Offshore and South African investments

6. DUAL CAPACITY (TRADING AS PRINCIPAL) (Please tick one box only)

- (a) BS is hereby authorised to have a personal interest as principal in any transaction for the purchase or sale on behalf of your investments provided that BS discloses such interest to you prior to executing any transaction in which BS may have such a personal interest; or
- (b) BS is hereby authorised to have a personal interest as principal in any transaction for the purchase or sale on your behalf of your investments. Unless so requested by you, BS is not required to disclose such interest to you specifically prior to entering into any transaction in which it may have such a personal interest.

7. OTHER INFORMATION

7.1 Financial Statements/Corporate Action Notices

Please indicate whether you wish to be sent financial statements and corporate action notices in respect of the investments held in your portfolio. These will be sent directly to you by the relevant transfer secretaries.

- Yes No

7.2 Accessing your Account via the BoE Stockbrokers Website

Please indicate whether you wish to be able to access your account via the BS website. This facility can allow you to trade your shares online.

- Yes, View only access Yes, View and Trade access No access required

7.3 Distribution of Contract Notes and Statements

Please indicate how you wish to receive your contract notes and statements. Please note that whilst the chance of interception is small, distribution by e-mail is not fully secure. However, distribution by e-mail is in many respects more secure than postal deliveries.

- Contract Notes: Online Retrieval e-Mail Post
- Account & Portfolio Statements: Online Retrieval e-Mail Post
- Frequency of Account & Portfolio Statements: Monthly Quarterly

7.4 Marketing of Other Products and Services

BS would like to make available to other divisions within BoE Group your personal information for the marketing to you of other BoE Group products or services where we feel this is appropriate for you. Your information will not be disclosed outside the BoE Group. Please indicate whether you are authorise BS to do so.

- Yes No

7.5 Additional Information/Requirements

8. INVESTMENT MANAGER/FINANCIAL ADVISOR/ INTERMEDIARY (Business introduced by)

(Please note that brokerage and/or other fees charged by BS on your account may be shared with the Investment Manager, Financial Advisor or Intermediary who introduced your account)

Do you have a Financial Advisor: Yes No

If NO, do you want BS to arrange for an Advisor to be recommended to you for financial planning?
 Yes No

If YES, and your Financial Advisor is accredited with Old Mutual, do you want BS to advise your Financial Advisor of your account with BS, in order to update your financial plan? Yes No

If YES, please provide details of your financial advisor/investment manager, or the intermediary who introduced your account to BS

Name: _____

Telephone: _____

Postal Address: _____

Telefax: _____

Cell Phone: _____

e-mail Address: _____

CLIENT SIGNATURE

By your signature of this mandate, you authorise BS to manage your investments in accordance with your instructions as set out in this mandate subject to the terms and conditions of this mandate and subject also to the applicable legislation. You acknowledge that you have read and accepted the terms and conditions of this mandate, as well as the Material Obligations of clients.

Signed at _____ on this the _____ day of _____ 20 _____

CLIENT

Assisted by (If under legal disability)

Capacity

Name

Kindly attach Power of Attorney, if applicable

ACCEPTANCE BY BøE STOCKBROKERS (PTY) LTD

BS hereby undertakes to carry out the terms of this mandate in accordance with the provisions of the relevant 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 and will try to achieve the best results possible which are compatible with your objectives.

Signed at _____ on this the _____ day of _____ 20 _____

FOR BøE STOCKBROKERS (PTY) LIMITED
Branch Manager / Director Only

CLIENT IDENTIFICATION AND VERIFICATION CERTIFICATE

I, _____ certify that I have identified and verified the client and his/her identity detailed herein by obtaining all the information contained in this Mandate and viewing the originals, obtaining and retaining copies of all documents referred to in this Mandate and by comparing the information contained therein with information given to me by the client, detailed above.

Signed: BS Staff Member

Date

Print Name and Staff Number

TERMS AND CONDITIONS OF CONTROLLED ACCOUNT MANDATE

This is a mandate as contemplated in the rules (“the rules”) of the JSE Securities Exchange South Africa (“the JSE”) and the relevant legislation.

The words and phrases in this mandate shall, unless the contrary appears, have the meaning ascribed to them in the rules, the Stock Exchanges Control Act, 1985, (“SECA”), the Financial Markets Control Act, 1989 (“the FMCA”), or any replacement act or acts and any relevant conditions promulgated under such acts (together, “the applicable legislation”).

By your signature of the mandate and on any Schedules annexed hereto, you authorise BoE Stockbrokers (“BS” or “we”) to manage your investments as set out in section 2 (“the investments”) subject to the terms and conditions contained herein and in any schedules annexed hereto and subject also to any applicable legislation. BS shall, in particular, in managing your investments comply with all relevant provisions of the rules. The schedules annexed hereto, if signed by or on behalf of both of us, shall be binding on us as if specifically incorporated into the mandate until cancelled in writing as contemplated herein.

1. This mandate shall commence on the date of signature hereof by you, and may be terminated by notice in writing forthwith by either party to the other party.
2. BS’ management of the investments set out below shall be conducted on the basis of either full discretion or limited discretion, as the case may be. To this end, you hereby appoint BS as your duly authorised agent on your behalf to purchase and sell and to enter into any transaction in accordance with the full discretion or limited discretion requirements, both in the Republic of South Africa, and, if and when permitted by law, in foreign countries in respect of the following:
 - 2.1 listed and unlisted securities and financial instruments, provided that in relation to derivative instruments you have also signed the appropriate Derivatives Schedule (excluding warrants, see point 2.3), 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;
 - 2.2 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;
 - 2.3 warrants to subscribe for the investments referred to in 2.1 and 2.2 above;
 - 2.4 depository receipts or other instruments relating to the investments referred to in 2.1, 2.2 and 2.3 above;
 - 2.5 unit trusts and similar schemes;
 - 2.6 kruger rands;
 - 2.7 investments similar to or related to any of the foregoing as contemplated in the applicable legislation;
 - 2.8 any other securities or financial instruments specified in the mandate.
3. **Holding of South African Securities in Safe Custody**
 - 3.1 Where you have instructed BS to hold your securities in safe custody, all investments other than cash and bearer instruments managed by BS in terms of this mandate shall be registered in BS’ nominee company on your behalf and for your benefit, unless they are bearer instruments and thus not capable of being so registered, and all such investments shall be held by BS in safe custody on your behalf subject to the applicable legislation and, in particular, the rules and on the terms set out in this mandate.
 - 3.2 Unless otherwise specified in the mandate, you warrant that all such investments as you may deliver or cause to be delivered to BS in terms of this mandate are not subject to any lien or charge and that they shall remain free of any such lien or charge while they are held by BS in safe custody.
 - 3.3 Where you have instructed BS not to maintain your investments in safe custody, BS shall dispatch all investments to you or your

order, immediately upon receipt thereof and provided full payment has been received therefor, at your risk to such destination as you notify BS in writing..

- 3.4 Where instructed by you to hold your investments for you in safe custody, you authorise BS to move such investments from one electronic record to another or withdraw any such investments from safe custody for the purpose only of:
 - 3.4.1 transferring the investments to you or your order or upon termination of the mandate, at your risk to such destination as you notify us in writing;
 - 3.4.2 dealing with the investments as may actually be required in fulfilling this mandate;
 - 3.4.3 lodging the investments on your behalf with any person or entity in terms of an order of court or a special resolution of the issuer of investments;
 - 3.4.4 any other lawful purpose in terms of this mandate.

It is specifically recorded that BS may not exercise the rights attaching to any investments for its own purpose or interest but may only act in accordance with your instructions.

- 3.5 Your investments comprising listed uncertificated securities shall be held by BS in safe custody, reflected as an electronic entry in a central depository or electronic scrip or nominee registry as approved by the JSE and subject to any applicable legislation, the terms of this mandate or any other agreement between us. If BS is not an account holder in such depository or registry, BS shall be entitled to create an electronic entry in respect of the investments in the depository or registry through a participant of its choice.

Notwithstanding anything contained in 3.1, unless you notify BS to the contrary, any such investment shall be held to your order via the participant’s nominee or BS nominee.

4. Management of Income

- 4.1 Where this mandate is terminated, or where you have instructed BS by notice in writing to realise and repay to you any portion of the investments under BS’ management, BS shall pay any cash into your bank account as stipulated in the application form, subject to SA Reserve Bank exchange control regulations where applicable.
 - 4.2 Where possible, you authorise BS, or under BS’ direction the custodian appointed by BS, to retain or to withdraw any cash deposited by BS on your behalf in JSET, or from the account maintained for that purpose by BS’ appointed custodian, such amounts as are actually required to–
 - 4.2.1 pay for investments purchased on your behalf;
 - 4.2.2 effect such other payments as are strictly necessary in the operation of this mandate; and
 - 4.2.3 discharge a debt due to BS from you whether in respect of the management fees due under this mandate or otherwise.
 - 4.3 If dividends are offered in the form of either cash or scrip, BS shall at its discretion decide which option to take for your account.

5. Right to Cash and Securities

Nothing in this mandate affects your right to require BS to pay to you or to your order, on written request from you, any cash deposited by BS on your behalf in JSET / Money Market account to deliver to you, or, in respect of uncertificated securities, transfer to your order, on request, any investments held by BS on your behalf.

6. Dual Capacity

- 6.1 Unless specifically authorised by you in the mandate to do so, BS shall not in its capacity as managers of your investments in terms of this mandate take a position against you, nor sell to you for its own account any investment owned by BS, nor buy from you any such investment for BS’ own account.
 - 6.2 Where you have elected that BS may act as principal with a personal interest in any transaction for the purchase or sale of such investments on your behalf, BS will not be entitled to charge you a fee as brokerage or commission in respect of such transaction.

7. Foreign Investments

Where you have elected that BS may enter into foreign investments on your behalf, the following terms and conditions shall apply:

7.1 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 up to an amount limited by the South African Reserve Bank ("SARB") outside the common monetary area. You hereby warrant that any monies placed with BS for investment in terms of this mandate do not exceed this limit. You further undertake that before any such funds are remitted outside the common monetary area, you will have completed the necessary forms and declarations for SARB and the South African Revenue Service purposes. You further warrant that these forms will have been correctly completed and you indemnify BS should any claim be made against BS in the event that such forms have not been correctly completed. You understand that trade in foreign securities 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.

7.2 You hereby appoint BS as your duly authorised agent on your behalf to purchase and sell and to enter into any transaction in investments which are listed or traded primarily outside the Republic of South Africa, including the swap of a portion of your portfolio for foreign assets ("foreign investments"), in accordance with the terms set out in this mandate.

7.3 You agree that in executing this mandate, BS may act through a third party of its choice. BS shall ensure that such third party will in respect of your foreign investments, give a similar undertaking and comply with similar obligations as those with which BS undertakes in terms of this mandate.

7.4 All transactions will be effected at the best price quoted on the relevant foreign market and limit orders will not be entertained in the ordinary course of business.

7.5 BS shall furnish you with a monthly statement of account showing details of any change in the foreign investments held on your behalf, including any cash held 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 foreign investments were held, the person by whom they are held and where, and the amount of interest paid in respect of the cash held on your behalf.

7.6 All cash deposits including interest, dividends, proceeds of disposals and cash, received by BS for your account arising from the management of your foreign investments in terms of this mandate, shall be held in a trust account separate from BS' assets or those of the third party unless it is paid over to you on receipt of it.

7.7 To facilitate such transactions as this mandate provides for, you hereby authorise BS to have an interest as principal in any transaction for the purchase and sale on your behalf of foreign securities. Where BS so acts as principal with an interest in any transaction for the purchase or sale of such investments on your behalf, BS will not be entitled to charge you a fee as brokerage or commission in respect of such transaction.

7.8 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.

7.9 Holding of foreign securities in safe custody

7.9.1 You acknowledge that any foreign investment made by BS on your behalf will be placed with a custodian of BS' choice. All investments other than cash or bearer instruments will be registered and, where applicable, held in a central depository or electronic scrip registry, in the custodian's nominee name on your behalf and for your benefit, subject to any relevant legislation. Should you wish that a foreign investment made by BS on your behalf be re-registered in your own name and delivered to you, costs arising out of such process will be for your account.

7.9.2 BS undertakes that the custodian with whom your investments will be deposited for safe custody purposes shall be a member of a recognised securities authority and shall be subject to the relevant

regulation. Such custodian shall, subject to any agreement to the contrary between you and BS:

- (a) bear responsibility for receiving any proxies, notices, reports or other communications relating to such foreign investment and for communicating promptly such receipt to BS. Neither the custodian nor its nominees or agents shall vote upon or in respect of any foreign securities nor shall they execute any form of proxy to vote thereon or give any consent or take any action (except as provided for in subparagraph (f) below) except on receipt of BS' instructions;
- (b) collect on your behalf all interest and dividends and all other income and payments in respect of foreign securities held on your account and credit the same to your account with the custodian or BS' account with the custodian as your authorised agent, which account shall be separate from BS' assets or those of the custodian;
- (c) present for payment all foreign securities which are called, redeemed or otherwise become payable and all coupons and other income items which call for payment upon presentation and shall credit any such receipt to the above mentioned account;
- (d) exchange foreign securities where such exchange is purely required for administrative reasons;
- (e) inform BS timeously of all corporate actions relating to your holdings and shall take instructions from BS;
- (f) whenever notification of rights entitlement or a fractional interest resulting from a rights issue, dividend in specie or share split is received for foreign securities held on your account and such rights entitlement or fractional interest bears an expiry date, if instructions are not received timeously, sell such rights entitlement or fractional interest and credit the above mentioned account with the net proceeds of such sale.

8. Monthly Statement of Account

8.1 BS 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 / Money Market account 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 / Money Market account in respect of cash held by JSET / Money Market account on your behalf.

8.2.1 Any disputes in respect of monthly statements should be reported by the client to BS within five business days after receipt of the statement, failing which, and in the absence of evidence to the contrary, the statement will be presumed to be correct.

9. Fees

9.1.1 For consideration of the services to be provided by BS in terms of this mandate, BS shall be entitled to the management fees set out in the Fees Schedule annexed hereto as amended from time to time and signed in writing by both of us as well as the administrative fees due to any third party with whom BS have contracted on your behalf. This includes submitting to you for payment, or recouping from you, any management fees charged by a third party for the management of your foreign investments. Where your account has been referred by an intermediary, referral fees may be paid by BS to the intermediary.

9.2 BS is specifically authorised to realise any investment held by BS in terms of this mandate should there be insufficient cash available to settle any of BS' fees. Should our mandate be terminated during any calendar month, BS' fee in respect of that month shall be payable on the date of termination.

9.3 The fees charged and agreed to in the mandate may be varied from time to time. Any variation of the fees shall be by way of written notification to you at least one month prior to its implementation.

9.4 Any amount owing to BS shall bear interest at the prime rate plus 3% from the due date until payment thereof has been received by BS. The prime rate shall mean the prime overdraft rate as charged by the Standard Bank of South Africa Limited to its corporate customers in respect of overdraft facilities.

10. Third party instructions

	13.1	Should this mandate be terminated, no penalty shall become due to either party in respect of such termination. Such termination shall not, however, affect any outstanding order or transaction placed on your behalf prior to the termination of the mandate or any legal rights or obligations which may then already have arisen.
	13.2	If BS for any reason ceases to be a member of the JSE, this mandate shall automatically terminate with immediate effect.
11. Price Averaging	13.3	BS is specifically authorised at any time upon not less than one calendar month's notice in writing to you to cede and assign all its rights and obligations in and under this mandate to any third party who is authorised to manage investments in terms of the applicable legislation. Such cessionary and 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 such termination, you shall be deemed to have consented to such cession and assignment.
BS 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 BS on request.	14.	Amendments to Mandate
12. Indemnities	14.	No addition to or variation or amendment of this mandate, except for a variation of the fees as provided for in paragraph 9, shall be binding unless contained in a written document signed by or on behalf of both the parties. No term, provision, condition or representation relating to the subject matter hereof, not contained herein shall be binding on either party.
12.1 You hereby indemnify BS and any third party with whom BS contracts on your behalf and hold BS and any such third party harmless from:	15.	Communication between the Parties
12.1.1 any loss incurred on your behalf pursuant to any <i>bona fide</i> investment made or advice given by BS in terms of this mandate; and	15.1	The parties to this agreement choose as their respective <i>domicilium citandi et executandi</i> for the purpose of the service of all notices and process pursuant to this mandate the respective physical addresses appearing on the application form, or such other physical and postal addresses as may be stipulated by notice in writing. Any changes to the client's particulars shall be advised to BS forthwith.
12.1.2 any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys and client fees, which may be brought against BS by reason of the operation of your account.	15.2	Any notice given in terms of this mandate shall be given in writing and shall be deemed, unless the contrary is proved, if delivered by hand to have been received on the date of delivery, if transmitted by facsimile or email, to have been received on the date of transmission, and if sent by post, to have been received 10 days after the date of posting.
Nothing contained herein shall however absolve BS from liability for loss suffered by you or any other person through any act of fraud, theft, bad faith, dishonesty or gross negligence on BS' part or on the part of BS' employees. The foregoing notwithstanding BS assumes no liability 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. Nor does BS assume any liability in the event of the insolvency on sequestration or liquidation of such third party's estate.	15.3	You acknowledge that BS is authorised to visit or telephone you to discuss investments without having been expressly invited by you to do so.
12.2 BS is not liable for securities that may be tainted, fraudulent or defective in any way in the event of any loss, damage or costs other than that arising as a result of BS' negligence or that of BS' employees or agents where tainted, fraudulent or defective securities have been delivered to BS by you.	15.4	You consent to BS recording any telephone conversation between yourself and any member of BS's staff and that the content and substance of such recordings may be used in the resolution of any dispute between you and BS which shall be referred to and determined in accordance with the rules by the JSE acting as experts, which determination shall be final and binding on the parties. Such recordings may be admissible into evidence, at the sole discretion of BS.
12.3 Where you have opted for a Non-Discretionary account, you hereby indemnify BS against all and any losses which you may suffer as a result of any action or omission on BS' part pursuant to any instruction from you or your stated investment advisor, as the case may be, whether as a result of the investment advisor acting outside the scope of his mandate from you or otherwise.	15.5	BS operates an internet site and other electronic delivery channels to assist clients with many aspects of the investment management process. Your use of said channels is subject to the terms and conditions presented on BS' internet site, and any instructions received from you via these channels shall be governed by and enforceable in terms of these terms and conditions.
12.4 You hereby indemnify BS and hold BS 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 BS on your behalf in terms of this mandate, and in particular –	16.	Transactions
12.4.1 tax on interest accruing for your benefit on any cash amount invested by BS in terms of this mandate; and	16.1	Where a transaction is placed and/or executed, or confirmation of a transaction is transmitted to you through an electronic medium, BS will not be liable to you or any other person 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 transaction or communication is executed via an electronic medium, whether or not as a result of the destruction of data system malfunction, interruption of communication links or any other problem over which BS has no control.
12.4.2 tax on the increase in value of any investment administered or managed by BS on your behalf and for your benefit.	16.2	Notwithstanding the provisions of the Computer Evidence Act, No 57 of 1983, in the event of a dispute between you and BS, a certificate signed by any director of BS (whose appointment, qualification or authority need not be proved) to the effect that a transaction was executed on the JSE trading system shall, in the absence of evidence to the contrary, be deemed to be prima facie proof that the said transaction was validly executed.
Furthermore, you undertake to refund to BS on demand any amount which BS 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 BS to pay any such amount out of the investments or realised proceeds of the investments managed by BS on your behalf or under BS' control.	16.3	Any disputes in respect of transactions should be reported by the client to BS within five business days after receipt of confirmation
12.5 Where the mandate has been opened in the name of an investment club, a joint venture or a syndicate, legal proceedings by BS may be instituted against all the members of the investment club, joint venture or syndicate jointly and severally.		
13. Termination		

of the transaction, failing which, and in the absence of evidence to the contrary, the transaction will be deemed to have been correctly and validly executed.

17. Jurisdiction

The parties consent and submit to the jurisdiction of the Witwatersrand Local Division of the High Court of the Republic of South Africa in any dispute arising from or in connection with this agreement.

18. Performance disclaimer

Past performance is not indicative of future results, and investors may get back less than they invested.

MATERIAL OBLIGATIONS

In terms of the relevant legislation and the Rules, members are required to ensure that buyers and sellers of listed securities ("the clients") are aware of their material obligations and the rules which are related to the trading and settlement of securities. BS warrants that it has informed clients of their material obligations, and you warrant that you have been so informed. In particular, you warrant that you are aware that if you fail to meet your settlement obligations in terms of the Rules, you will be liable for any losses, costs, charges and penalties incurred, or charges imposed, by BS, as a result of your failure to meet said obligations. The material obligations of clients include the obligations set out below.

MATERIAL OBLIGATIONS OF BUYERS AND SELLERS OF SECURITIES FOR CONTROLLED CLIENTS

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 definition attached).

Material Obligation 1

Settlement will take place in accordance with the following principles:

- each transaction represented by a single contract note between the ultimate seller and ultimate buyer;
- 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); and
- 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 16h00 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

A controlled client may not place an order to sell a STRATE approved security unless:

- the securities to be sold are in the custody of the member and have been dematerialised; or
- 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
- 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.

Applicable Penalty:

- R1 000 per contract note

Material Obligation 4

By no later than 16h00 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 16h00 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 10h00 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 16h00 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 16h00 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 09h00 on the following business day.

Applicable Fees and Penalties:

- R500 per occurrence when the client does perform by 10h00 on T+4; and
- R500 per occurrence where the member of the client cannot procure settlement by 12h00 on T + 4.
- R5000 administration fee in respect of each failed trade.
- R1 000 per failed trade plus double the brokerage with a minimum fine of 0.3% of the value of the trade, not exceeding R100 000.
- Any compensation payable to the non-failing party in respect of the trade being failed, shall be for the account of the failing client.

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.

Applicable penalty

Where a non-failing party's application to give up the balance of a transaction is successful, the failing party will be responsible for such entire transaction of the non-failing party which, when closed off against the failing transaction, will result in the failing client changing from a seller to a buyer or vice versa.

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.

Applicable Fee:

- R1 000 administration fee plus the greater of R1 000 or 5% per annum of the initial value of the loaned uncertificated securities over the loan period. In addition no interest will be payable on any collateral lodged.

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.

Applicable Fees and Interest:

- R1 000 administration fee plus an interest charge of 5% per annum above the prime overdraft rate at FirstRand Bank Ltd.

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.

Applicable Fees and Compensation

Where the transaction is closed by the settlement authority in terms of rule 14.30.2.9:

- a R1 000 administration fee will be payable; and
- any compensation paid to the non-failing party in terms of the voluntary close out shall be for the account of the failing client.

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.

Compensation:

- Compensation is payable to the non-failing party.

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 Compensation

- In the event that material obligation 12.1 is applicable, compensation will be paid to the non-failing party.
- In the event that material obligation 12.2 and 12.3 are applicable, the non-failing party waives any right to compensation.

APPLICABLE DEFINITIONS

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

“client”: 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:

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

“controlled client”: 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”: 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”: a person accepted by the CSD as a CSD participant in terms of the CSD rules;

“CSA”: 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”: 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:

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

“failed trade”: 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”: a client other than a controlled client who has appointed his own CSD participant;

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

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

“settlement authority”: 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”: 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”: a security which, in respect of transactions in such security, may only be settled electronically;

“terminating transaction”: 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”: 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;

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

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

“uncertificated securities”: 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”: a settlement obligation for which a CSD participant has not provided a settlement undertaking.