

# SA STOCK BROKERS CAPITAL

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Mandate Agreement made and entered into by and between

## **SA Stock Brokers Capital (Pty) Ltd**

Reg No. 2014/027273/07

Registered Financial Service Provider – FSP No. 28779

Directors: Michael Ray (Member of the Institute of Stock Brokers), Stef De Bruyn, Peter Clainos CA(SA)

Suite 201, 2nd Floor, The Firs  
Cnr Biermann and Cradock Avenues,  
Rosebank, Johannesburg, 2196

Email: [info@sastockbrokers.co.za](mailto:info@sastockbrokers.co.za)

Website: <http://www.sastockbrokers.co.za>

and

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(hereinafter referred to as **the Client**)

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**A. ENTITY INFORMATION SCHEDULE**

All Fields on this page are mandatory. Your account may be rejected if any information is omitted.  
 Ensure that the information supplied below matches your provided FICA documents exactly.

1. ENTITY INFORMATION			
Name of Entity			
Registration Number		Tax Number	
Nature of Entity		Name of Industry	

2. CONTROLLING / RESPONSIBLE PERSON			
Title and First Names			
Surname			
ID Number		Physical Address	
Contact Number			
Company Designation			

3. ENTITY CONTACT DETAILS			
Postal Address		Physical Address	
Postal Code		Postal Code	
Telephone (Work)		Facsimile	
Telephone (Home)		Cellular	
E-mail			

4. ENTITY BANKING DETAILS			
Account Holder			
Bank Name		Account Number	
Branch Code		Branch Name	

**NB: CASH DEPOSITS ARE NOT PERMISSABLE**

SIGNED AT: \_\_\_\_\_

DATE: \_\_\_\_\_

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**CLIENT NAME / AUTHORISED SIGNATORY NAME**

**CLIENT SIGNATURE / AUTHORISED SIGNATORY SIGNATURE**

WITNESS 1 NAME: \_\_\_\_\_

WITNESS 2 NAME: \_\_\_\_\_

WITNESS 1 SIGNATURE: \_\_\_\_\_

WITNESS 2 SIGNATURE: \_\_\_\_\_

**5.**

**FATCA CRS SELF - CERTIFICATION**

**FATCA INFORMATION**

Please tick the applicable classification status. Please note that a selection must be made otherwise it will be assumed that the entity is a Non-Participating Financial Institution.

Are you a specified **U.S.** Person or Entity?  Yes  No

If **Yes** was selected, please provide your **U.S.** Tax Identification Number:

If you selected **Yes**, please select only **ONE** of the below options:

*Foreign Financial Institution:* Please note that this is not an exhaustive list (use "Other" if necessary).

- Non-Participating Financial Institution
- Reporting Financial Institution or Registered Deemed Compliant Financial Institution
- Sponsored Financial Institution
- Owner Documented Financial Institution
- Certified Deemed Compliant Financial Institution
- Exempted Beneficial Owners (including Funds)
- Other. Please specify

*Non- Financial Foreign Entity (NFFE):*

- Active Non – Financial Foreign Entity (Active NFFE)
- Passive Non – Financial Foreign Entity (Passive NFFE)
- Trust
- Direct Reporting NFFE or Sponsored Direct Reporting NFFE

**CRS INFORMATION**

List all countries, except for South Africa, where you are resident for tax purposes and provide your Tax Identification Number (TIN). A TIN is the tax reference number issued to you by the tax office in the country where you are resident for tax purposes. Where a country does not issue a TIN, complete an equivalent number, for example a social security, national insurance, personal identification or a resident registration number.

Is your entity Tax Resident in a jurisdiction other than South Africa?  Yes  No

If **Yes**, please provide the following information

Country 1	<input type="text"/>	TIN:	<input type="text"/>
Country 2	<input type="text"/>	TIN:	<input type="text"/>
Country 3	<input type="text"/>	TIN:	<input type="text"/>
Country 4	<input type="text"/>	TIN:	<input type="text"/>

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If you selected **Yes**, please select only **ONE** of the below options:

*Non- Financial Entity (NFE):*

Active Non – Financial Entity (**Active NFE**), **OR**  Passive Non – Financial Entity (**Passive NFE**)

If "**Active NFE**" ticked, please specify the type:

A corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation.

If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation:

A Government Entity, or

An International Organisation, or

Any other **Active NFE**, please specify:

SIGNED AT: \_\_\_\_\_

**CLIENT NAME / AUTHORISED SIGNATORY NAME**

DATE: \_\_\_\_\_

**CLIENT SIGNATURE / AUTHORISED SIGNATORY SIGNATURE**

WITNESS 1 NAME: \_\_\_\_\_

WITNESS 2 NAME: \_\_\_\_\_

WITNESS 1 SIGNATURE: \_\_\_\_\_

WITNESS 2 SIGNATURE: \_\_\_\_\_

## B. MANDATE TERMS AND CONDITIONS

### 1 DEFINITIONS

In this Agreement, unless a contrary intention clearly appears –

- 1.1 the following terms shall have the meanings assigned to them hereunder, and cognate expressions shall have corresponding meanings, namely:
- 1.1.1 "Agreement" means this mandate together with all annexures and schedules thereto;
  - 1.1.2 "Authorised Person" means the person and/or firm listed in Annexure D hereto authorised by the client to provide instructions to the FSP in respect of Transactions from time to time;
  - 1.1.3 "business Day" means every day other than a Saturday, Sunday or public holidays in the Republic of south Africa;
  - 1.1.4 "Client" means the person and/or firm who entered into a Mandate Agreement with the FSP;
  - 1.1.5 "FAIS" means the Financial Advisory and Intermediary Act, no. 37 of 2002;
  - 1.1.6 "FICA" means the Financial Intelligence Centre Act, no. 38 of 2001;
  - 1.1.7 "Firm" means any entity that is authorised to provide the required services;
  - 1.1.8 "FSP" means SA STOCK BROKERS CAPITAL (PTY) LTD, which is an authorised financial service provider. As defined in the FAIS Act;
  - 1.1.9 "JSE" means the Johannesburg Stock Exchange Limited, a South African company having registration number 2005/022939/06, of One Exchange Square, Gwen Lane, Sandown;
  - 1.1.10 "JSE Equities Trading system" refers to systems that are used to trade equities by the FSP, which are IRESS and MCI Trade CIS.
  - 1.1.11 "Orders" means an instruction to buy, sell, or conduct some other transaction involving a security or commodity.
  - 1.1.12 "Parties" means SA Stock Brokers Capital, every Client, and any Authorised Person, and "Party" means any one of them as the context may require;
  - 1.1.13 "Portfolio" means Clients Securities held by SA Stockbrokers Capital and/or to be managed by SA Stock Brokers Capital in terms of this Agreement;
  - 1.1.14 "Private user" means a User that meets the criteria set out in Annexure G;
  - 1.1.15 "Professional user" means A Professional user as defined in Annexure G;
  - 1.1.16 "Rules" means the JSE Equities – and Derivatives Rules from time to time;
  - 1.1.17 "Securities" means –
    - 1.1.17.1. "JSE authorised investments" as this expression is defined in the Rules;
    - 1.1.17.2. Securities as defined under the FMA;
    - 1.1.17.3. Depository receipts relating to any instrument included under clause 1.3;
  - 1.1.18 "Service" means provision of live market information, indices and/or compilations obtained from the JSE that are used by or made available to the User by SA Stock Brokers;
  - 1.1.19 "Settlement Obligations" means the Settlement Obligations as stipulated in the JSE Rules as applicable to non-controlled and amended by the JSE from time to time;
  - 1.1.20 "SA Derivatives" means SA Derivatives (Pty) Limited, a South African company having registration number 1999/018492/07, of Suite 201, 2nd Floor, The Firs, Cnr Biermann & Cradock Avenues, Johannesburg;
  - 1.1.21 "SA Stock Brokers" means SA Stock Brokers (Pty) Limited a South African company having registration number 2000/019936/07, of Suite 201, 2nd Floor, The Firs, Cnr Biermann & Cradock Avenues, Johannesburg;
  - 1.1.22 "SA Stock Brokers Capital" means SA Stock Brokers Capital (Pty) Limited, a South African company having registration number 2014/027272/07, of Suite 201, 2nd Floor, The Firs, Cnr Biermann & Cradock Avenues, Johannesburg;
  - 1.1.23 "SA Stockbrokers Group" means the following entities – SA Stock Brokers Capital, SA Derivatives, SA Stockbrokers;
  - 1.1.24 "Transaction/s" means a contract of purchase and/or sale of Securities;
- 1.2 Word importing any one gender include the other two genders;
- 1.3 The singular includes the plural and vice versa;

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- 1.4 Natural persons include created entities (corporate on unincorporated) and vice versa;
- 1.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only the definition clause, effect shall be given to it as if it were substantive provisions in the body of the agreement;
- 1.6 When any number of days is described in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.7 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.8 The Parties acknowledge that all capitalized terms which are not defined in this Agreement, shall bear the meaning as contained in JSE equities rules, in accordance with the FM Act.

## 2 INTRODUCTION

- 2.1 The FSP warrants that it is the holder of a Category II FSP License and is authorised to render intermediary services of a discretionary nature in respect of investment products residing under the financial product subcategories indicated in paragraph 2.3 hereunder.
- 2.2 SA Stock Brokers Capital (Pty) Ltd is a Management Company and is an authorised Financial Services Provider. SA Stock Brokers (Pty) Ltd and SA Derivatives (Pty) Ltd are the preferred stock brokers. SA Stock Brokers is a member of the JSE. SA Derivatives is a member of the JSE, SAFEX, Yield X, Foreign Exchange Broker (as per Section 5(C) of the Exchange Control Rulings), and is an authorised Financial Services Provider.
- 2.3 The FSP is authorised to invest in any of the following financial product subcategories:

CATEGORY I		
CATEGORY DESCRIPTION	ADVICE	INTERMEDIARY
SECURITIES AND INSTRUMENTS : SHARES	X	X
SECURITIES AND INSTRUMENTS : MONEY MARKET INSTRUMENTS	X	X
SECURITIES AND INSTRUMENTS : DEBENTURES AND SECURITISED DEBT	X	X
SECURITIES AND INSTRUMENTS : WARRANTS, CERTIFICATES AND OTHER INSTRUMENTS	X	X
SECURITIES AND INSTRUMENTS : BONDS	X	X
SECURITIES AND INSTRUMENTS : DERIVATIVE INSTRUMENTS	X	X
PARTICIPATORY INTERESTS IN COLLECTIVE INVESTMENT SCHEMES	X	X
CATEGORY II - DISCRETIONARY FSP		
CATEGORY DESCRIPTION	ADVICE	INTERMEDIARY
SECURITIES AND INSTRUMENTS : SHARES		X
SECURITIES AND INSTRUMENTS : MONEY MARKET INSTRUMENTS		X
SECURITIES AND INSTRUMENTS : DEBENTURES AND SECURITISED DEBT		X
SECURITIES AND INSTRUMENTS : WARRANTS, CERTIFICATES AND OTHER INSTRUMENTS		X
SECURITIES AND INSTRUMENTS : BONDS		X
SECURITIES AND INSTRUMENTS : DERIVATIVE INSTRUMENTS		X
PARTICIPATORY INTERESTS IN COLLECTIVE INVESTMENT SCHEMES		X
CATEGORY IIA - HEDGE FUND FSP		X

- 2.4 The User has subscribed to receive the Service;
- 2.5 SA Stock Brokers is required, in terms of its agreement with the JSE to obtain an end user declaration from the User.
- 2.6 The Client agrees to familiarize themselves with and adhere to all applicable JSE Rules, including Settlement Obligations.
- 2.7 This Agreement constitutes the sole record of the agreement between the Parties as to the subject matter hereof and no agreements, representation, warranty, promise or the like between the Parties other than those set out herein shall be binding on the Parties.
- 2.8 This Agreement shall be governed by the laws of the Republic of South Africa and the parties submit to the non-exclusive jurisdiction of the High Courts of South Africa.

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**3 SA STOCK BROKERS CAPITAL CLIENT POWER OF ATTORNEY**

- 3.1 In order for SA Stockbrokers Capital to fulfil the trading and settlement obligations under this mandate, the client authorises SA Stockbrokers Capital to enter into a trading and custodial services agreement with any of the entities within SA Stockbrokers Group or any other firm that is authorised to provide the required services.
- 3.2 By signature of this Agreement, the Client hereby authorises SA Stockbrokers Capital to effect Transactions and submit Orders to the JSE Equities Trading System, and any other relevant trading system, for and on behalf of the Client and to give effect to the provisions of an Order and the terms of this Agreement.
- 3.3 The Client acknowledges and agrees that in order for the parties to comply with the Settlement Obligations, SA Stockbrokers Capital may be required to act in its own name, and/or on behalf of the Client.
- 3.4 Where the client fails to meet its Settlement Obligations, SA Stockbrokers Capital shall be entitled to fulfil such Settlement Obligations for and on behalf of the Client.
- 3.5 The authorised firm will pursuant to the agreement incur certain financial and settlement risks in fulfilling its obligations in terms of the agreement. The client hereby nominates, constitutes and appoints SA Stockbrokers Capital with power of substitution as its lawful attorney and agent -
  - 3.5.1 to settle and sign on the client’s behalf and in the client’s stead an agreement with the authorised firm to manage the client’s rights and responsibilities and to set out certain indemnities, waivers and representations required by the authorised firm;
  - 3.5.2 further to settle and sign all other documentation, open all such accounts and take all such steps (including trading in any particular financial product) which may be necessary for or ancillary to the completion, implementation and performance of the agreement; and
 generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite as fully and effectually for all intents and purposes as the client might or could do if personally present and acting herein.
- 3.6 The client authorises SA Stockbrokers Capital to enter into any ancillary agreements with third parties such as, but not limited to Banks, exchanges, custodians, counterparts, brokers, vendors and/or scrip lending agreements with counterparts, where it is reasonably contemplated that such agreements are necessary to give effect to this agreement or entered into for the benefit of the Client.
- 3.7 The client hereby ratifies, allows and confirms and promises and agrees to ratify, allow and confirm all and whatsoever SA Stockbrokers Capital shall lawfully do, or cause to be done, to implement the above. The client indemnifies and holds harmless SA Stockbrokers Capital and/or the authorised firm from any loss that results from an error made in good faith save for wilful misconduct or the wilful failure to act in good faith

SIGNED AT: \_\_\_\_\_

DATE: \_\_\_\_\_

**CLIENT NAME / AUTHORISED SIGNATORY NAME**

**CLIENT SIGNATURE / AUTHORISED SIGNATORY SIGNATURE**

WITNESS 1 NAME: \_\_\_\_\_

WITNESS 2 NAME: \_\_\_\_\_

WITNESS 1 SIGNATURE: \_\_\_\_\_

WITNESS 2 SIGNATURE: \_\_\_\_\_



#### 4 DUTIES AND OBLIGATIONS

- 4.1 The Client hereby confirms that they are aware of all relevant external obligations, such as compliance with the JSE Rules and/or FSB Regulations where applicable and further warrants that they have controls in place to ensure that they will continue to comply with the applicable rules. SA Stock Brokers Capital may from time to time notify clients of specific obligations (e.g. material obligations under the JSE Rules) as a courtesy.
- 4.2 The Client hereby warrants that any transactions undertaken by the Client shall not be in contravention of any financial services legislation, including but not limited to, the provisions of the Financial Advisory and Intermediary Services Act, 2002 and the Collective Investment Schemes Act, 2002.
- 4.3 The Client agrees that insofar as the Client has concluded a transaction it shall be the obligation of the Client to fulfil the Settlement Obligations in respect of such transaction.
- 4.4 The Client acknowledges that the Client shall not be entitled to deliver scrip in fulfilment of its Settlement Obligations and it shall be an obligation upon the Client to ensure that any and all scrip is converted to uncertificated Equity Securities timeously in order to ensure delivery thereof.
- 4.5 The Client further confirms that it will adhere to any conditions of business stipulated by SA Stock Brokers Capital which may be evidenced by written or electronic communication, including annexures to the contract or emails, on an ongoing basis.
- 4.6 Should any conditions of business as stipulated by SA Stockbrokers Capital require the Client to make disclosures or otherwise provide documentary or contractual detail to third parties, SA Stockbrokers Capital reserves the right to request sight of such documentation as part of a legal or compliance audit.
- 4.7 Should the client be an Authorised Financial Services Provider, SA Stockbrokers Capital reserves the right to request documentation evidencing compliance with FAIS and any other applicable piece legislation.

#### 5 CLIENT INFORMATION

- 5.1 The Client shall make available and consents to the processing of the following personal information by the FSP:
- a) name;
  - b) registration number;
  - c) physical address;
  - d) contact details;
  - e) banking details;
- and any other relevant information.
- 5.2 The Personal Information will be processed by the FSP, pursuant to and for the following purposes:
- a) verifying the identity of the Client;
  - b) transmitting and receiving necessary correspondence to the Client in relation to the mandate;
  - c) processing payments, refunds and the like which may become due to the Client;
  - d) compliance with the FSP's obligations in terms of legislation applicable to it including (without limitation) the Financial Intelligence Centre Act No 38 of 2001;
- and any other relevant purpose.
- 5.3 Personal Information shall be retained in the strictest confidence by the FSP and will not be sold or made known to third parties without the Client's prior written consent or as may be required by law. Failure by the Client to submit the requisite personal information will render the FSP unable to discharge its mandate to the Client in which instance the Client shall indemnify and hold harmless in respect of any damage and / or loss arising from such failure.

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- 5.4 The FSP shall take appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of personal information in its possession in order to guard against:
- a) loss of, damage to or unauthorised destruction of personal information; and
  - b) unlawful access to or processing of personal information
- 5.5 The FSP shall not however be held responsible and the Client agrees to indemnify and hold harmless the FSP for any security breaches occurring on the Client's electronic device (personal computer or other device), which may arise as a result (without limitation) of the lack of adequate virus protection software, unauthorised access, spyware or similar malware present on such device.
- 5.6 No relaxation or indulgence which the FSP may show to the Client shall in any way prejudice its rights hereunder and in particular no acceptance by the FSP of any payment after due date shall be construed as a waiver by it of its right to insist upon subsequent payments being made strictly upon due date.
- 5.7 This mandate constitutes the entire contract between the parties and the Client acknowledges that it has not relied upon any verbal representations or warranties made or given to it by the FSP, save insofar as such warranties or representations are set out herein.
- 5.8 Each Party undertakes to the other that it shall keep all information received in connection with this Agreement confidential, and will not disclose any such information to any third party or utilise any such information for its own benefit except:
- 5.8.1 to the extent required by any Party to fulfil its obligations under this Agreement;
  - 5.8.2 as required by any competent regulatory authority;
  - 5.8.3 where the information has previously been publicly disclosed other than as a result of a breach of this Agreement;
  - 5.8.4 where the information becomes available to such Party from a source not known to such Party to be, or which such Party ought not reasonably to have suspected such source was, subject to an obligation to keep such information confidential;
  - 5.8.5 with the consent of the relevant Party.
- 5.9 The provisions of this clause shall be and remain of full force and effect notwithstanding the termination or cancellation of this Agreement for any reason whatsoever.

## **6 GENERAL FEES AND EXPENSES PAYABLE TO SA STOCK BROKERS CAPITAL**

- 6.1 Unless otherwise agreed to in writing, the FSP shall be entitled to remuneration as per the Annexure G to this document, which fee the FSP shall be entitled to recover in its capacity as the agent of the Client.
- 6.2 All fees exclude vat.

## **7 RECORDINGS**

- 7.1 Both parties acknowledge and accept that either party shall be entitled to record all telephonic conversations and where necessary utilise such recordings for the purposes of this Agreement.
- 7.2 Use of the recordings as aforesaid shall be at the discretion of either party and may be utilized for the purposes of determining any dispute that arises out of this Agreement or for any other lawful purpose.

## **8 MANDATE VARIATION**

- 8.1 This Agreement may be varied by SA Stockbrokers Capital at any time. The variation will be effected by publishing the new version of the Agreement on the Website and will apply to all your trading with us as from 10 Business Days after the date of publication unless it is impracticable in the circumstances to do so.
- 8.2 Alternatively, we may notify you by email whenever a variation of this Agreement is made and provide you with details of same and when such variation will take effect and, if necessary, where you can find a copy of any new version of the Agreement on the Website. You may request, at any time, that we send you a paper copy of the varied Agreement.

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- 8.3 The client acknowledges that by continuing to deal with us, they agree to be bound by any new version of the Agreement, published on the Website, emailed to them or delivered to them in hard copy or by any other manner from time to time.
- 8.4 Any amended Agreement, as published on our Website, will supersede any previous agreement on the same subject matter and will govern any Trade or Order entered into after, or outstanding on, the date the amended Agreement comes into effect. It is therefore your responsibility to ensure that you are aware of the latest version of the Agreement as published on the Website before opening any new Trade.

## 9 NON-SOLICITATION

- 9.1 Neither Party shall during the subsistence of this Agreement and for 1 (One) year thereafter without the other Party's prior written permission, which cannot be unreasonably withheld, canvass or solicit for direct or indirect employment any member of the other Party's personnel or proceed with any application by or on behalf of that member or personnel for direct or indirect employment, if that member of personnel is attached to or has contributed in any way to the performance hereunder.

## 10 BREACH

- 10.1 Should either Party ("the defaulting party") commit a breach of any provision of this mandate and fail to remedy such breach within 5 (five) Business Days after receiving written notice from the other Party ("the aggrieved party") requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to its other rights in law, to cancel this Agreement or to claim specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages.
- 10.2 The defaulting party shall be liable for the legal costs of the aggrieved party on a scale as between attorney and client.

## 11 DISPUTES

- 11.1 If any dispute or difference arises as to the validity, interpretation, effect or rights and obligations of either party under this Mandate, either party shall have the right to require that such dispute or difference be referred for a decision to arbitration before a single arbitrator appointed by way of agreement between the parties, or failing such agreement, appointed by the chairperson for the time being of the Arbitration Foundation of South Africa.
- 11.2 The parties agree to keep the arbitration, its subject matter and evidence heard during the arbitration confidential and not to disclose it to any other person.
- 11.3 The decision of the arbitrator shall be final and binding upon the parties and not subject to appeal.
- 11.4 The arbitrator shall include in his award an order as to the costs of the arbitration and who shall bear them.
- 11.5 The arbitrator shall at his sole discretion decide on the formulation of the dispute for arbitration but shall at all times be guided by the requirements of the Financial Advisory and Intermediary Services Act 2002 and all applicable ancillary legislation.
- 11.6 The inclusion of this arbitration clause shall not prevent a party from applying to court for urgent relief in the appropriate circumstances.
- 11.7 The parties agree that all the terms of this Mandate are material.
- 11.8 Any arbitration proceedings shall be conducted in Johannesburg and the arbitrator shall be afforded the widest and freest discretion as to the conduct of such process with the intention that such process need not take place in strict compliance with any rules prescribed for such arbitration.

## 12 TERMINATION OF MANDATE

- 12.1 The FSP or the Client shall be entitled to terminate this Mandate by furnishing, the one to the other, not less than fourteen (14) calendar days' written notice of such termination.
- 12.2 The FSP shall not initiate any market transactions in respect of any investments on behalf of the Client after receipt of notice of termination by the Client of this Mandate unless specifically instructed otherwise by the Client.

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- 12.3 Upon receipt from the Client of any such notice of termination of this Mandate, all outstanding fees owing to the FSP in terms of or arising from the Mandate shall forthwith thereupon be and become due, owing and payable. In this regard the Client irrevocably authorises and empowers the FSP to deduct such fees either from the cash standing to the credit of the investments portfolio or from the sale of any securities or financial instruments forming part of the investments if such cash balance is insufficient to enable payment of such fees to be made.
- 12.4 Notwithstanding any other provision in this Mandate, the FSPs appointment shall immediately cease without prejudice to the rights and obligations of the FSP and the Client if its status as an authorised financial services provider is finally withdrawn in terms of the FAIS Act or any other provision of applicable legislation.

### 13 NOTICES

- 13.1 Any notice, consent, approval or other communication in connection with this Agreement will be in writing in English.
- 13.2 The client hereby acknowledges and confirms that any Notice made under or in connection with this Agreement may be made verbally or in writing in Notices or other communications to your last known home address, place of work, land line telephone number (including a telephone answering machine), mobile telephone (including answer phone), fax number, email address or other contact details, as provided by you in terms of this Agreement, or subsequently amended by you.
- 13.3 The parties choose as their respective domicilium citandi et executandi for all purposes for the giving of any notice, the serving of any process and for any other purpose arising from this Agreement, as follows:

**SA Stock Brokers Capital at:**

Suite 201, 2<sup>nd</sup> floor, The Firs, Cnr Biermann & Cradock Avenues, Rosebank, Johannesburg, 2196

SA Stock Brokers Capital e-mail address: [info@sastockbrokers.co.za](mailto:info@sastockbrokers.co.za)

Client \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 13.4 Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box within the Republic of South Africa.
- 13.5 Any notice given by any Party to the other ("addressee") which:
- 13.5.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proven by the addressee, to have been received by the addressee at the time of delivery;
- 13.5.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proven by the addressee, to have been received by the addressee on the 7th (seventh) Business Day after the date of posting;
- 13.5.3 is transmitted by facsimile to the addressee at the addressee's facsimile address for the time being shall be presumed, until the contrary is proven by the addressee, to have been received by the addressee on the date of successful transmission thereof.

### 14 REPORTING

- 14.1 The FSP shall provide to the Client such reports and statements, and at such intervals, as are required under the JSE equities rules and the Financial Markets Act, 2012 ("FMA") and/or as required by the Financial Advisory and Intermediary Services Act, 2002 ("FAIS").

### 15 RISK DISCLOSURE

- 15.1 The FSP uses its discretion to invest on the Client's behalf with great care and diligence. However, the Client acknowledges that there is a risk associated with investing in the financial products involved. The value of the investments and income may rise as well as fall, and there is a risk that the Client may suffer financial losses.

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- 15.2 The Client acknowledges that it has been made aware by the FSP of risks pertaining to the investments which may result in financial loss to it and acknowledges that it accepts such risks and the FSP or its staff will not be liable or responsible for any financial losses.
- 15.3 The Client hereby irrevocably indemnifies the FSP and holds it harmless against all and any claims of whatsoever nature that might be made against it howsoever arising from its management of the investments including but not limited to any loss or damage which might be suffered by the Client in consequence of any depreciation in the value of the investments from whatsoever cause arising.
- 15.4 When investing in foreign investment products it is important to be aware of the following risks:
- 15.4.1 Obtaining access to investment performance information may be more difficult than South African based investments;
- 15.4.2 Investments are exposed to different tax regimes which may change without warning and which may influence investment returns;
- 15.4.3 Exchange control measures may change in the country of investment and it may influence accessibility to the invested capital;
- 15.4.4 The value of the Rand has deteriorated over the last number of years. However, it is important to understand that should the Rand exchange rate strengthen against the exchange rate of the foreign currencies in which the Client's funds are invested, it may create a loss of capital or reduced returns when the money is returned to South Africa in Rand.
- 15.5 The risk of loss arising from trading in any local or international Derivative Instrument, which includes Single Stock Futures, Index Futures, Contracts for Difference, any Yield X or SAFEX products can be substantial. You should carefully consider whether such investments are suitable for you in the light of your circumstances and financial resources. You should be aware of the following points:
- 15.5.1 If the market moves against your position, you may, in a relatively short time, sustain more than a total loss of the funds placed by way of security deposit with SA DERIVATIVES (PTY) LTD and/or any registered derivative market. You may be required to deposit a substantial additional sum, at short notice, to maintain your minimum security deposit balance. If you do not maintain your margin balances your position may be closed out at a loss and you will be liable for any resulting deficit.
- 15.5.2 Under certain market conditions it may be difficult or impossible to close out a position. This may occur, for example, where trading is suspended or restricted at times of rapid price movement.
- 15.5.3 Where permitted, placing a stop-loss order will not necessarily limit your losses to the intended amounts, for market conditions may make it impossible to execute such orders at the stipulated price.
- 15.5.4 A spread or straddle position may be as risky as a simple long or short position and can be more complex.
- 15.5.5 Markets in Contracts for Difference can be highly volatile and investment in them, carry a substantial risk of loss. The high degree of "gearing" or "leverage" which is obtainable in trading these contracts stems from the payment of what is a comparatively modest security deposit when compared with the overall nominal value. As a result, a relatively small market movement can, in addition to achieving substantial gains where the market moves in your favour, result in substantial losses which may exceed your original investment where there is an equally small movement against you.
- 15.5.6 SA Stock Brokers Capital (Pty) Ltd, SA Derivatives (Pty) Ltd and/or any of their associates may from time to time be executing orders in the same markets as you, in which case their involvement could be contrary to your interests.

This brief statement cannot disclose all risks of investment in Single Stock Futures, Index Futures, Contracts for Difference and Yield X. They are not suitable for many members of the public and you should carefully study such investments before you commit funds to them. They may also have tax consequences and you should consult your lawyer, accountant or other tax advisor in this regard.

The client acknowledges that he/she fully understands that he/she will trade in a risky derivative instrument and indemnifies SA Stock Brokers Capital (Pty) Ltd, SA Derivatives (Pty) Ltd and/or any of their associates from any losses that may arise from trading Single Stock Futures, Index Futures, Contracts for Difference and Yield X.

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## 16 TREATMENT OF FUNDS

16.1 SA Stock Brokers Capital shall arrange to have opened separate accounts with SA Stock Brokers (Pty) Ltd, SA Derivatives (Pty) Ltd and/or any other appropriately licensed product provider in the name of the Client, or for the direct benefit of the client or in the name of a nominee company nominated by the Client in respect of the brokerage, scrip lending and other activities arising in respect of the performance by SA Stock Brokers Capital of the management services in terms of this agreement.

16.1.1 Please note that all local accounts and investment types are subject to a monthly administration fee of R70 plus VAT and R75 per Electronic Fund Transfer withdrawal request.

16.1.2 A monthly fee of \$10 is charged per offshore Interactive Brokers account, but will be offset against commission charged per month.

16.1.3 Interest is credited once a month to your account with SA Stock Brokers (Pty) Ltd charging a 1% (per annum) interest turn on cash balances in your account, where the monthly interest amount due is less than R20-00, this interest will not be credited to your account.

16.1.4 Clients will be advised of any annual increases where applicable.

16.2 The Client hereby irrevocably authorises:

16.2.1 and requests SA Stock Brokers, SA Derivatives and/or any other utilised product provider to make payment to SA Stock Brokers Capital the relevant management fee and/or the performance fee, as and when each becomes payable, from the client's funds or assets;

16.2.2 SA Stock Brokers Capital to recover payment of the management fee and the performance fee, as and when each becomes payable, there from.

16.3 SA Stock Brokers Capital shall, forthwith on receipt thereof, deposit all cash moneys, including interest, dividends, proceeds of disposal and cash received in connection with the investments which are to be paid out to the Client into the Client's trading account as they accrue and fall due.

16.4 Client funds are to be deposited into the bank accounts of SA Stock Brokers, and/or SA Derivatives and/or other product provider, according to which investment options the client has chosen.

## 17 REGISTRATION OF INVESTMENTS

17.1 All investments managed by the FSP in terms of this Mandate shall, at the FSP's election, be registered from time to time in the name of:

17.1.1 The Client, or

17.1.2 A Nominee company as the custodian thereof for the benefit of the Client, or

17.1.3 A Nominee company of a member of the relevant stock or securities exchange, or

17.1.4 In the case of a discretionary LISP, the independent custodian.

17.2 The Client warrants and undertakes that all investments entrusted and/or delivered by it, or under its authority, to the FSP in terms of or for the purposes of this Mandate, are not and will not be subject to any lien, charge or other encumbrance or impediment to transfer and that the same shall remain free to any such lien, charge, encumbrance or impediment whilst subject to the FSP's authority pursuant to this Mandate.

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## 18 ASSIGNMENT

- 18.1 The Contract shall operate for the benefit of, and be binding upon you, SA Stockbrokers Capital and its respective successors. No purported assignment or transfer, by you, of any right and/or obligation under the Contract, or any interest therein, shall relieve you of any of your obligations or liabilities hereunder and no assignment of any nature whatsoever shall be permitted unless same is specifically approved to you in writing by a director of SA Stockbrokers Capital.
- 18.2 SA Stockbrokers Capital may unilaterally assign any part of its rights or obligations under the Contract to any third party to be effective on a date and upon such terms as you shall be notified as per clause 13.
- 18.3 The client hereby consents and agrees that SA Stockbrokers Capital may, without limitation, disclose to a potential assignee or transferee any information about you, including information that may be protected by law, your Account, your Trades and Orders.

## 19 DECLARATION REGARDING FUNDS & INVESTMENTS

- 19.1 The Client warrants, declares and undertakes that all investments entrusted and/or delivered by it, or under its authority, to the FSP in terms or for the purposes of this Mandate are derived from legitimate sources and do not constitute the "proceeds of unlawful activities" either as defined in the Prevention of Organised Crime Act No. 121 of 1998, as amended, or at all.
- 19.2 The Client further warrants that, where required, all funds entrusted to the FSP in terms or for the purpose of this Mandate are duly declared in terms of the Income Tax Act of 1962 and that the Client has obtained all necessary approvals from the South African Reserve Bank for foreign funds, assets or investments owned by the Client.

## 20 DECLARATION

- 20.1 The User hereby warrants and declares in favour of SA Stock Brokers and the JSE that:
- 20.1.1 in the event that the User, at any time, becomes a different type of User to that set out in the End User Details, the User will notify SA Stock Brokers of such change within 24 hours of such change;
- 20.1.2 all information provided in terms of the Service is provided "as is" and SA Stock Brokers makes no express or implied representations or warranties with regard thereto;
- 20.1.3 any and all any information provided in terms of the Service will be used for internal business activities of the User only, and will not be disseminated, directly or indirectly, to any third party, or any other entity whether or not such entity is associated or related in any way to the User;
- 20.1.4 the use of the information provided in terms of the Service is on the User's own initiative and at the User's own risk; and
- 20.1.5 SA Stock Brokers will not be responsible for any failure, malfunction or delay of any network/s or electronic or mechanical device used for the dissemination of any information or receipt of the Service.

## 21 VOTING ON BEHALF OF CLIENTS

- 21.1 The FSP may vote on behalf of the Client in respect of a ballot conducted by collective investment scheme in so far as the ballot relates to the investments managed by the FSP on behalf of the Client.

## 22 INFORMATION TO BE DISCLOSED BY PRODUCT PROVIDERS

- 22.1 The Client confirms that the FSP shall not be required to provide the Client with any information other than that which a product provider, such as a collective investment scheme or other listed insurance company, is required by law to disclose to the Client.

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**23 PROHIBITION AGAINST SELLING OR BUYING CERTAIN INVESTMENTS**

- 23.1 The FSP shall not directly or indirectly:
  - 23.1.1 Sell any financial products owned by the FSP to the Client
  - 23.1.2 Buy for its own account any investments owned by the Client

**24 EFFECTIVE DATE**

- 24.1 This Agreement will become of force and effect on the date this agreement is signed by SA Stock Brokers Capital, as well as by the contracting client.

**25 ADMINISTRATIVE ARRANGEMENTS**

- 25.1 The FSP may make use of the services of its staff and/or that of another authorised financial services provider to execute certain administrative functions in the course of rendering intermediary services to the Client.

**26 CLIENT CONSENT**

- 26.1 The client hereby authorises the SA Stock brokers GROUP to perform a credit check on the client. The client accepts that such check does not infringe any of their fundamental rights and accept that the check is part of SA Stock brokers GROUP’s on-boarding process.

**27 SYSTEM FAILURES**

- 27.1 There are risks associated with utilising an internet-based deal-execution trading system including, but not limited to, the failure of hardware, software, and internet connection. Since SA Stockbrokers does not control signal power, its reception or routing via the internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading via the internet. SA Stockbrokers employs backup systems and contingency plans to minimise the possibility of system failure, which may include allowing Clients to Trade via telephone or email (Alternate Trading Methods). To the extent that Alternate Trading Methods are relied upon, you will be required to provide SA Stockbrokers with sufficient detail to allow us to identify and verify your information and trades.

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**C. CLIENT DECLARATIONS**

1. KEY INFORMATION DECLARATIONS
<b>I, THE UNDERSIGNED, HEREBY DECLARE THAT:</b>
<ul style="list-style-type: none"> <li>I have read and understood the type of investment portfolio(s) selected and their associated brokerage.</li> </ul>
<ul style="list-style-type: none"> <li>I have read and understood the associated performance fee(s).</li> </ul>
<ul style="list-style-type: none"> <li>I am aware that my losses may exceed deposits with regards to geared instruments/portfolios/derivatives.</li> </ul>
<ul style="list-style-type: none"> <li>I am aware that losses on my portfolio could occur as a result of adverse market movements.</li> </ul>
<ul style="list-style-type: none"> <li>Under certain market conditions it may be difficult or impossible to close out a position and losses may occur as a result.</li> </ul>
<ul style="list-style-type: none"> <li>Where permitted, placing a stop-loss order will not necessarily limit your losses to the intended amounts, for market conditions may make it impossible to execute such orders at the stipulated price.</li> </ul>
<ul style="list-style-type: none"> <li>Where execution only broking services were offered, I have an obligation to ensure that the products are suitable for my needs and I may make use of a financial planner in order to ensure this.</li> </ul>
<ul style="list-style-type: none"> <li>I have an obligation to ensure that all the information supplied is correct.</li> </ul>
<ul style="list-style-type: none"> <li>I consent to the use of electronic records and electronic signatures in place of written documents and handwritten signatures.</li> </ul>
<ul style="list-style-type: none"> <li>I am aware that I need to read the mandate in its entirety and I should query any clauses I do not understand with my appointed broker.</li> </ul>

ACCEPT TERMS AND CONDITIONS OF THIS MANDATE
<b>I, THE UNDERSIGNED, HEREBY DECLARE THAT:</b>
1. I have read and understood the terms and conditions of this mandate as contained within.
2. I confirm that all information supplied by me is true and correct.
3. I warrant that I am duly authorised to sign this Agreement (and any annexures thereto) on behalf of the client

SIGNED AT: \_\_\_\_\_

**CLIENT NAME / AUTHORISED SIGNATORY NAME**

DATE: \_\_\_\_\_

**CLIENT SIGNATURE / AUTHORISED SIGNATORY SIGNATURE**

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

SIGNED AT: \_\_\_\_\_

**SA STOCK BROKERS CAPITAL**

DATE: \_\_\_\_\_

**SA STOCK BROKERS CAPITAL SIGNATURE**

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

## ANNEXURE A – TREASURY INTERMEDIARY MANDATE

<b>CLIENT / ENTITY FULL NAME (“CUSTOMER”)</b>	
<b>CLIENT ID NUMBER / ENTITY REGISTRATION NUMBER</b>	

To Mercantile Bank Limited

LETTER OF APPOINTMENT AS AGENT

I/We, the customer, hereby appoint and authorise:

**SA DERIVATIVES (PTY) LTD**

**Reg No: 1999/018492/07**

(“The Agent”)

To be my/our Agent, and to implement the following on my/our behalf:

- 1 To open accounts and deposit funds with Mercantile Bank Limited (“Mercantile”) in my/our name, whether current, savings, investment, foreign exchange margin accounts or foreign currency accounts and to manage these accounts on my/our behalf
- 2 To withdraw my/our funds held in our name from Mercantile to meet specific underlying trade related transactions in my/our name.
- 3 To give instructions to Mercantile to transfer and/or convert my/our funds from current to call accounts or call to current accounts, or transfer funds to any other account with Mercantile or at another recognised financial institution in order to facilitate any transactions envisaged in this mandate.
- 4 To give instructions to Mercantile acting on my/our behalf, to purchase and/or sell foreign currency (spot and forward) in my/our name, to transact in other over-the-counter foreign exchange products and/or to invest in money market products and do all things and sign all such documents as are necessary to execute and settle such aforesaid transactions on my/our behalf.
- 5 To instruct Mercantile to load the aforesaid accounts on the BANK@bility profile of the Agent for viewing purposes only to enable the Agent to monitor transactions and balances on these accounts through BANK@bility
- 6 In general, to act for us in all matters concerning any transactions or dealings with Mercantile relating to the authority granted herein.
- 7 To accept on my/our behalf Mercantile’s terms and conditions of business and sign any documentation relating thereto. I/We hereby confirm that I/We are acquainted with such terms and conditions and acknowledge that I/We will be bound by such terms and conditions at all times until termination of my/our business relationship with Mercantile
- 8 To accept and pay on my/our behalf Mercantile’s fees and charges. I/We undertake to pay Mercantile’s fees and charges on due date.

**DECLARATION BY THE CLIENT**

- A. I/We hereby warrant that any transactions undertaken on my/our behalf by the Agent shall comply with any Rulings, Regulations and Legislation, including but not limited to, the South African Reserve Bank Exchange Control Regulations and, further I/We warrant that I/We am/are not, as at the signature date hereof, and shall not, during the currency of this mandate, be, in contravention of any Exchange Control Rules, Regulations and/or Legislation;
- B. I/We hereby acknowledge that in granting this mandate I/We assume all risks connected with the administration of the entrusted funds by the Agent (except in so far as there may in law be a right of recovery against the Agent), as well as the responsibility to ensure that the Agent executes the instructions as recorded in this mandate as specified by me/us;

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- C. I/we hereby abandon any claim which I/we may have against Mercantile, release Mercantile from all liability, and indemnify Mercantile against all direct or consequential losses, liabilities, actions, suits, proceedings, costs, claims, demands, damages, charges and expenses (including all legal and professional fees and disbursements) directly or indirectly incurred in consequence of, or in any way related, including but not limited, to;
- C.1 Mercantile acting in terms of this mandate; or
  - C.2 funds being transferred by the Agent or Mercantile on instruction of the Agent; or
  - C.3 accessing of banking or other accounts of me/us via BANK@bility or otherwise; or
  - C.4 failure, delay, unauthorised use, incorrect procedure, data destruction or errors arising from the omission or incorrect input by the me/us or the Agent; or
  - C.5 usage of the internet and/or BANK@bility; or
  - C.6 breach by the Agent of its obligations under this mandate and/or breach by me/us of our obligations under my/our agreements with Mercantile.
- D. This mandate shall remain in force until I/We have given Mercantile seven (7) days written notice that this mandate is terminated. I/We hereby indemnify Mercantile and hold it harmless against any claims, damages and losses which may be made against Mercantile by any person (including the Customer and/or Agent), arising from or relating to this mandate or Mercantile acting upon an instruction from my/our Agent.

**PLEASE ENSURE THAT BOTH WITNESSES SIGN BELOW AND INITIAL THE PREVIOUS PAGE. THIS DOCUMENT CANNOT BE ACCEPTED IF IT IS INCOMPLETE.**

SIGNED AT: \_\_\_\_\_

**CLIENT NAME / AUTHORISED SIGNATORY NAME**

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CLIENT SIGNATURE / AUTHORISED SIGNATORY SIGNATURE**

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

## ANNEXURE B – DIVIDEND WITHHOLDING TAX EXEMPTION FORM

Dividends tax has replaced secondary tax on companies (STC) and was effective from 1 April 2012. SA Stock Brokers Capital (Pty) Ltd is therefore obliged to withhold dividends tax in respect of companies listed on the Johannesburg Securities Exchange.

A flat rate of 20% withholding tax will be levied on dividend distributions paid. This will apply to all investors who receive dividend distributions unless an investor qualifies for an exemption. In order to qualify, the investor needs to complete a declaration in the format prescribed by the commissioner of the South African Revenue Service.

If the account you hold with SA Stock Brokers Capital falls within any of the exemptions, you will need to complete this form. Failure to complete and deliver the necessary documentation to us in time will result in the full 15% dividend tax being withheld.

### PART A: BENEFICIAL OWNER

**THIS PART IS TO BE COMPLETED BY THE PERSON/ENTITY AS BENEFICIAL OWNER (OR DULY AUTHORISED AGENT) ENTITLED TO THE BENEFIT OF THE DIVIDEND ATTACHING TO A SHARE(S).**

<b>NAME OF ENTITY</b>			
<b>REGISTRATION NO.</b>		<b>ENTITY TAX NO.</b>	
<b>NATURE OF ENTITY</b>		<b>DATE OF INCEPTION</b>	
<b>POSTAL ADDRESS</b>		<b>PHYSICAL ADDRESS</b>	
<b>POSTAL CODE</b>		<b>POSTAL CODE</b>	
<b>COUNTRY IN WHICH RESIDENT FOR TAX</b>			

### PART B: EXEMPTION

**IN TERMS OF THE INCOME TAX ACT, 1962 (ACT 58 OF 1962), CHAPTER II, PART VIII, SECTION 64F, THE FOLLOWING INVESTORS ARE EXEMPT FROM PAYING THE DIVIDEND WITHHOLDING TAX**

**PLEASE INDICATE THE REASON WHY YOU (THE BENEFICIAL OWNER OR REPRESENTATIVE OF THE BENEFICIAL OWNER) ARE EXEMPT FROM THE DIVIDENDS TAX BY SELECTING ONE OF THE OPTIONS BELOW. THE ENTITY IS:**

<b>Par (a)</b>	<input type="checkbox"/>	a company which is a resident;
<b>Par (b)</b>	<input type="checkbox"/>	the Government, a provincial administration or a municipality;
<b>Par (c)</b>	<input type="checkbox"/>	a public benefit organisation approved by the Commissioner in terms of section 30(3);
<b>Par (d)</b>	<input type="checkbox"/>	a trust contemplated in section 37A (mining rehabilitation trust); or
<b>Par (e)</b>	<input type="checkbox"/>	an institution, board or body contemplated in section 10(1)(cA)
<b>Par (f)</b>	<input type="checkbox"/>	a fund contemplated in section 10(1)(d)(i) or (ii) (pension funds, pension preservation funds, provident funds, provident preservation funds, beneficiary funds or benefit funds);
<b>Par (g)</b>	<input type="checkbox"/>	a person contemplated in section 10(1)(t) (CSIR, SANRAL, ARMSCOR, Etc.);
<b>Par (h)</b>	<input type="checkbox"/>	a shareholder in a registered micro business, as defined in the Sixth Schedule, paying that dividend, to the extent that the aggregate amount of dividends paid by that registered micro business to its shareholders during the year of assessment in which that dividend is paid does not exceed the amount of R200 000.
<b>Par (i)</b>	<input type="checkbox"/>	a shareholder that is a natural person and the dividend constitutes a disposal of an interest in a residence as contemplated in paragraph 51A of the Eighth Schedule; or
<b>Par (j)</b>	<input type="checkbox"/>	a person that is not a resident and the dividend is a dividend contemplated in paragraph (b) of the definition of 'dividend' in section 64D.

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**DECLARATION IN TERMS OF SECTIONS 64F, 64FA(1)(A)(I), 64G(2)(A)(AA) OR 64H(2)(A)(AA) OF THE ACT:**

**I, THE UNDERSIGNED, HEREBY DECLARE THAT:**

- dividends paid to the beneficial owner are exempt, or would have been exempt had it not been a distribution of an asset in specie, from the dividends tax in terms of the paragraph of section 64F of the Act indicated above.
- I will undertake to inform SA Stock Brokers Capital (Pty) Ltd, (the Withholding Agent) in writing as soon as the circumstances of the beneficial owner referred to in the declaration above change.

**CAPACITY OF THE UNDERSIGNED**

SIGNED AT: \_\_\_\_\_

DATE: \_\_\_\_\_

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**CLIENT NAME / AUTHORISED SIGNATORY NAME**

**CLIENT SIGNATURE / AUTHORISED SIGNATORY SIGNATURE**

WITNESS NAME: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

There is no legislative obligation for SA Stock Brokers Capital (Pty) Ltd to perform validations of the information or undertakings provided. The legislation currently puts the burden on you as the declaring party to advise SA Stock Brokers Capital as the Withholding Agent if the facts on which the declaration is made change. Any additional tax can be levied by SARS as well as penalties and interest. You, as the declarant can also be prosecuted if the declaration is false.

## ANNEXURE C – RESOLUTION

(PLEASE DELETE THE NON APPLICABLE WORDS)

<b>NAME OF ENTITY</b>	
<b>REGISTRATION NUMBER</b>	
<b>TYPE OF ENTITY</b>	<u>PRIVATE COMPANY / TRUST / CLOSE CORPORATION</u>

RESOLUTION PASSED BY THE DIRECTORS / TRUSTEES / MEMBERS OF THE PTY / TRUST / CC

AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ THE YEAR \_\_\_\_\_

RESOLVED:

1. THAT, the COMPANY / TRUST / CC hereby give a Mandate to **SA STOCK BROKERS CAPITAL (PTY) LTD** on the terms and conditions as contained in this document; and

2. THAT,	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED SIGNATORY NAME</b>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><u>DIRECTOR/TRUSTEE/MEMBER</u></div> <b>DESIGNATION</b>
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In his/her capacity of the COMPANY / TRUST / CC be and hereby is authorised to sign the Mandate on behalf of the COMPANY / TRUST / CC; and

3. THAT,	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED PERSON NAME 1</b>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><u>DIRECTOR/TRUSTEE/MEMBER</u></div> <b>DESIGNATION</b>
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AND,	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED PERSON NAME 2</b>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><u>DIRECTOR/TRUSTEE/MEMBER</u></div> <b>DESIGNATION</b>
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AND,	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED PERSON NAME 3</b>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><u>DIRECTOR/TRUSTEE/MEMBER</u></div> <b>DESIGNATION</b>
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in their capacities of the COMPANY / TRUST / CC, be and hereby are appointed as authorised persons in terms of the Authorised Persons clause.

<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED SIGNATORY SIGNATURE</b>	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>DATE</b>
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<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED PERSON 1 SIGNATURE</b>	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>DATE</b>
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<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED PERSON 2 SIGNATURE</b>	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>DATE</b>
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<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>AUTHORISED PERSON 3 SIGNATURE</b>	<div style="border: 1px solid black; height: 25px; margin-bottom: 2px;"></div> <b>DATE</b>
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## **ANNEXURE D – AUTHORISED PERSON NOMINATION**

The Client authorises SA Stock Brokers Capital to take instructions for and on behalf of the Client from any of the under mentioned persons provided that:

- i. The Client acknowledges that SA Stock Brokers Capital and any person acting on its behalf will not be required to make payment to or take instructions from any person not referred to in the table below save upon the written instruction from the Client, and in this regard the Client indemnifies SA Stock Brokers Capital in accordance with the provisions of this Mandate;
- ii. The Client undertakes to inform SA Stock Brokers Capital, in writing in the form of a signed updated Authorised Persons Nomination should there be a change to any of the authorised persons referred to herein and until such time SA Stock Brokers Capital shall be entitled to act on the instructions of the persons referred to in the table below.

Should SA Stock Brokers Capital, at any time in its sole discretion, not be satisfied with:

- i. the authority or purported authority of any person acting or purporting to act on behalf of the Client; and/or
- ii. a request to change the Mandated details of the bank account of the Client;

then SA Stock Brokers Capital may refuse to alter the records or act on the authority or purported authority until such time as the Client has satisfied SA Stock Brokers Capital that the request is properly authorised.

AUTHORISED PERSON NAME	IDENTITY NUMBER	DESIGNATION
1.		
2.		
3.		

<b>AUTHORISED PERSON 1 SIGNATURE</b>	<b>DATE</b>
<b>AUTHORISED PERSON 2 SIGNATURE</b>	<b>DATE</b>
<b>AUTHORISED PERSON 3 SIGNATURE</b>	<b>DATE</b>

**NB: A CERTIFIED COPY OF THE AUTHORISED PERSON'S IDENTITY DOCUMENT AND PROOF OF RESIDENTIAL ADDRESS IS REQUIRED**

**PLEASE REFER TO ANNEXURE F - FICA REQUIREMENTS FOR THE TYPE OF AUTHORISED PERSON/ENTITY**

SIGNED AT: _____	DATE: _____
<b>CLIENT NAME / AUTHORISED SIGNATORY NAME</b>	<b>CLIENT SIGNATURE / AUTHORISED SIGNATORY SIGNATURE</b>

WITNESS NAME: _____	WITNESS NAME: _____
WITNESS SIGNATURE: _____	WITNESS SIGNATURE: _____

## ANNEXURE E – STATUTORY DISCLOSURE FORM

This form contains the disclosures required in terms of the Financial Advisory and Intermediary Services Act No. 37 of 2002 ("FAIS"):

BUSINESS DETAILS OF THE FSP	
<b>NAME OF FSP:</b>	SA STOCK BROKERS CAPITAL (PTY) LTD
<b>TRADING AS:</b>	SA STOCK BROKERS CAPITAL (PTY) LTD
<b>REGISTRATION NUMBER:</b>	2014/027273/07
<b>FSP NUMBER:</b>	28799
<b>PHYSICAL ADDRESS:</b>	SUITE 201, 2ND FLOOR, THE FIRS, CNR BIERMANN AND CRADOCK AVENUES, ROSEBANK, JOHANNESBURG, 2196
<b>POSTAL ADDRESS:</b>	PO BOX 61580, MARSHALLTOWN, 2107
<b>TELEPHONE:</b>	011 214 7250
<b>FACSIMILE:</b>	011 214 7298
<b>EMAIL:</b>	<a href="mailto:INFO@SASTOCKBROKERS.CO.ZA">INFO@SASTOCKBROKERS.CO.ZA</a>
<b>WEBSITE:</b>	<a href="http://WWW.SASTOCKBROKERS.CO.ZA">WWW.SASTOCKBROKERS.CO.ZA</a>

It is confirmed that the license categories, as detailed in section 1.3 of the mandate, are authorised products of SA Stock Brokers Capital (Pty) Ltd and the representatives below are authorised to transact in them under FAIS:

NAME	UNDER SUPERVISION
STEFANUS DE BRUYN	NO
MICHAEL RAY	NO
PETER CLAINOS	NO
DANIEL HANRATTY	NO
THEO VAN NIEUWENHUYSEN	NO
DAVE JOOSTE	NO
JEAN MARX	NO
TIMOTHY DESBOIS	NO
MARIUS JACOBS	YES
COSTA PERDIKIS	NO
GRANT OOSTHUIZEN	NO
CHRISTELLE GROENEWALD	YES
DAWID KRIEGLER	YES
ADRIAN ALBERT	YES
FRANCISKUS VAN REENEN	YES
DARIO CAMPOS	YES
JOHAN SCHOEMAN	NO
JOHAN STRYDOM	NO

### 1 ADDITIONAL DISCLOSURES

- 1.1 The issuing of CFD's is done under the Financial Markets Act, 2012 and does not fall under the JSE Rules or FAIS
- 1.2 The FSP, does not own more than 10% of issued shares directly or indirectly of any Life Assurer or Product Provider, or is an associated company of any life assurer or product provider.
- 1.3 The FSP has not received more than 30% of my total commission and remuneration from any one assurer within the past 12 months.
- 1.4 Conflicts of Interest: SA Stock Brokers Capital, SA Stock Brokers and SA Derivatives form part of the same group of companies. The FSP does not receive any non-cash incentives from any product supplier nor are there any personal interests that may give rise to a conflict

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of interest. The FSP may pay referral fees to 3rd parties and/or representatives for referring clients to the FSP. For further information, please refer to our Conflicts of Interest Policy, which is a public document available for inspection at our offices.

- 1.5 Complaints: If you feel that your rights have been prejudiced, or you have been aggrieved in any way, you have the right to lodge a complaint. A copy of the complaints process is available upon request at the offices of SA Stock Brokers Capital (Pty) Ltd. You may additionally contact the complaints officer, Stef de Bruyn, on (011) 214 7250 or via email on stef@sastockbrokers.co.za. If you are unsatisfied with the internal process, you may escalate the process to the relevant Ombud or if still unsatisfied to the Registrar at the Financial Services Board.
- 1.6 Compliance: Moonstone Compliance (Pty) Ltd is the FSP’s compliance practice on record and is represented by: Sashika Adsetts. Moonstone Compliance can be contacted at: Valerida Centre, Piet Retief Street, 1st Floor, Stellenbosch, 7600. Fax: (021) 883 8005; Tel: (021) 883 8000; [www.moonstoneinfo.co.za](http://www.moonstoneinfo.co.za)

## 2 FAIS OMBUD DETAILS

THE FAIS OMBUD	
POSTAL ADDRESS	PO BOX 74571, LYNNWOOD RIDGE, 0040
TELEPHONE	086 0662 837
FACSIMILE	012 348 3477
PHYSICAL ADDRESS	EASTWOOD OFFICE PARK, BAOBAB HOUSE, GROUND FLOOR, LYNNWOOD RIDGE, 0081
EMAIL	<a href="mailto:INFO@FAISOMBUD.CO.ZA">INFO@FAISOMBUD.CO.ZA</a>
WEBSITE	<a href="http://WWW.FAISOMBUD.CO.ZA">WWW.FAISOMBUD.CO.ZA</a>

- 1.7 The business holds professional indemnity cover as prescribed by FAIS.
- 1.8 All information obtained or acquired from you shall remain confidential unless you provide written consent, or unless required by law to disclose such information.
- 1.9 As an authorised Financial Services Provider we may not request or induce in any manner a client to waive any right or benefit conferred on the client by or in terms of any provision of the General Code of Conduct, or recognise, accept or act on any such waiver by the client
- 1.10 Please note that all material facts must be accurately and properly disclosed, and that the accuracy and completeness of all answers, statements or other information provided by or on behalf of yourself, are your own responsibility;
- 1.11 If we complete or submits any transaction requirement on your behalf, then you must be satisfied as to the accuracy and completeness of the details
- 1.12 With regards to the completion or submission of any transaction requirement, misrepresentation or non-disclosure of a material fact or the inclusion of incorrect information may have an adverse effect on your ability to claim or otherwise utilize your financial solution. You are also entitled to request a copy or record of any transaction or its requirement within a reasonable time.

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# ANNEXURE F – ACCOUNT OPENING FICA REQUIREMENTS

## UNLISTED SOUTH AFRICAN COMPANIES

### ⇒ COMPANY IDENTIFICATION DOCUMENTS

1. Registration certificate, and/or memorandum of incorporation (**MOI**);
2. Names and addresses of legal and/or natural persons who may exercise voting rights in excess of 25%;
3. Board Resolution listing the authorised signatories who may act on behalf of the company.

No certification required on the above.

### ⇒ ADDITIONAL COMPANY IDENTIFICATION DOCUMENTS – In addition to the above documents, the below is also required:

1. **CERTIFIED** ID of each managing director;
2. **CERTIFIED** ID of each natural person authorised to contract on behalf of the company;
3. **CERTIFIED** ID of each natural person or legal person holding 25% or more voting rights;
4. Founding documents of each legal person holding more than 25% of voting rights.

### ⇒ PROOF OF COMPANY PHYSICAL ADDRESS

No certification required. Any document verifying the physical address of the company is sufficient, including the founding documentation.

### ⇒ PROOF OF COMPANY BANKING DETAILS – A downloaded company bank statement is required.

It does not have to be stamped, downloaded from internet banking will suffice provided the name and account number is clearly visible.

### ⇒ SARS TAX DOCUMENT – A copy of an official SARS document reflecting the entity name such as:

1. Tax Statement;
2. Tax Clearance Certificate.

No certification required on the above but the name and tax number must be clearly visible and match the details provided.

## TRUSTS REGISTERED IN RSA

### ⇒ TRUST IDENTIFICATION DOCUMENTS

1. A full trust deed and/ or other founding document;
2. Letters of authority issued by the Master of the High Court, with a clear stamp;
3. Proof of written authority signed by all the trustees (i.e. the resolution);
4. Names and Addresses of the founder, trustees and trust beneficiaries.

No certification required.

### ⇒ ADDITIONAL TRUST IDENTIFICATION DOCUMENTS – In addition to the above documents, the below is also required:

1. **CERTIFIED** ID of the founder;
2. **CERTIFIED** ID of all the trustees;
3. **CERTIFIED** ID of each authorised representative;
4. **CERTIFIED** ID of all trust beneficiaries.

### ⇒ PROOF OF TRUST PHYSICAL ADDRESS

No certification required. Any document verifying the physical address of the trust is sufficient, including the founding documentation.

### ⇒ PROOF OF TRUST BANKING DETAILS – A downloaded trust bank statement is required.

It does not have to be stamped, downloaded from internet banking will suffice provided the name and account number is clearly visible.

### ⇒ SARS TAX DOCUMENT – A copy of an official SARS document reflecting the entity name such as:

1. Tax Statement;
2. Tax Clearance Certificate.

No certification required on the above but the name and tax number must be clearly visible and match the details provided.

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Equity	Greater of R130 or 0.50% of Transaction Value
Equity Derivatives	0.50% of Transaction Value
Contract for Difference (CFD)	0.50% of Transaction Value
Financial Index Derivatives (SAFEX)	R50 per contract
Soft Commodity Derivatives (SAFEX)	R100 per contract
Yield X Currency Derivatives	R20 per contract
Foreign Exchange Intermediary Services	R628.30 +1.00% of the transaction value

**Interactive Brokers**

North American Equities (Option 1)	\$0.0035 per share +0.50% of value traded with a minimum of \$0.35 per order
North American Equities (Option 2)	N.A.
North American CFDs (Option 1)	\$0.0035 per share +0.50% of value traded with a minimum of \$1.00 per order
North American CFDs (Option 2)	N.A.
North American Futures	20 USD per contract
North American Options	20 USD per contract
North American Single Stock Futures	20 USD per contract with a minimum of 1 USD per transaction
European Equities	0.50% of value traded with a minimum of EUR 1.25 or GBP 1 per transaction
European Mutual Funds	0.50% of value traded with a minimum of EUR 1.25 or GBP 1 per transaction
European CFDs	0.50% of value traded with a minimum of EUR 1.25 or GBP 1 per transaction
UK/European Futures	EUR/GBP 20 per contract
UK/European Options	EUR/GBP 20 per contract
European Single Stock Futures	EUR/GBP 20 per contract with a minimum of EUR1.25 or GBP 1 per transaction
Asian Equities	0.50% of value traded with a minimum of USD 1 equivalent in local currency traded
Asian CFDs	0.50% of value traded with a minimum of USD 1 equivalent in local currency traded
Asian Futures	20 USD equivalent per contract
Asian Options	20 USD equivalent per contract
Asian Single Stock Futures	20 USD equivalent per contract
Forex Trading	0.09% of value traded
Bonds	0.50% of value traded
Foreign Exchange Intermediary Services	R628.30 +1.00% of the transaction value
<b>Additional Trading Fees</b>	
Equity Ticket Price	10 USD or equivalent local currency per trading ticket/transaction
CFDs Ticket Price	10 USD or equivalent local currency per trading ticket/transaction
Futures And Option Ticket Price	2 USD or equivalent local currency per trading ticket/transaction
SSF Ticket Price	2 USD or equivalent local currency per trading ticket/transaction
Forex Ticket Price	10 USD or equivalent local currency per trading ticket/transaction
Bond and Mutual Fund Ticket Price	10 USD or equivalent local currency per trading ticket/transaction
Interest Spread above the Interactive Brokers rate (Cash, Derivatives, CFDs, etc)	1.0%

**NOTES**

1. All relevant exchange fees and other regulatory charges will be added to these commissions and will be for the clients account.

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**Acceptance**

**Absa Investment Management Services (Pty) Ltd**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

As Witnesses:

\_\_\_\_\_  
Duly Authorised Signatory for AIMS

1 \_\_\_\_\_

\_\_\_\_\_  
Duly Authorised Signatory for AIMS

2 \_\_\_\_\_

Investment Manager: Efficient Private Clients (Pty) Ltd

Signed at Pretoria on this 22 day of June 2018

  
\_\_\_\_\_  
Duly Authorised Signatory for the  
Investment Manager

As Witnesses:

1 Godupat

  
\_\_\_\_\_  
Duly Authorised Signatory for the  
Investment Manager

2 B