

	List of Documents and Requirements	Tick
1.	MTNZF Facilitated Trading form	
	<ul style="list-style-type: none"> For minors only pages 3 to 4 will be used Page 3 = Part A, Needs details of the minor on top as the primary client, and the parent details on the second part, where it says Parent details, Page 4 = Must be filled and signed by the parent 	
2.	Stockbroking (Client Mandate)	
	<ul style="list-style-type: none"> Page 1 = Complete name and ID number of minor Page 9 and 12 = parent must fill in and sign All pages = Parent must initial all pages 	
3	Stockbroking – Schedule for Individuals (Primary Client)	
	<ul style="list-style-type: none"> Page 1 = Must have minor details and address Page 2 = Needs parent's address, contact details and minor banking details Page 3 = Client must select the type of investment and source of funds Page 4 = Complete tax declaration Page 5 = Parent details and signature required 	
4	Stockbroking Annexure to Mandate	
	<ul style="list-style-type: none"> The client needs to read and understand this document, since it gives a summary of the relationship with NPW. Client must then fill the details as per the spaces and then sign to confirm that they understand what has been explained by the document. 	
5	Stockbroking Schedule For Individual (Associated Party)	
	<ul style="list-style-type: none"> The parent must complete this documents Page 1 = Under number 1 the name and ID number of the minor must be written, Everything else from number 2 to 7 must be the details of the associated person (Parent). Page 5 = Must be fill and signed by the parent. 	
6	Legal Guardian Affidavit	
	<ul style="list-style-type: none"> The parent must complete this documents and sign at the bottom 	
7	List of documents required for the company	
	<ul style="list-style-type: none"> Parent and minor ID copies 	

MTN Zakhele Futhi (RF) Limited ("MTNZF")

(Registration number 2016/268837/06)

(Incorporated in South Africa)

FACILITATED TRADING PROCESS BEE VERIFICATION ACCEPTANCE TERMS FORM (BLACK PEOPLE AND BLACK GROUPS) (manual version)

(This is the Verification Form (Black Groups and Black People) to be completed for purposes of the BEE Verification Process in respect of the Facilitated Trading Process. This form is only required to be completed if you do not electronically accept the Verification Terms and Conditions on the Trading Entity Website).

Instructions

- 1) You must fill in and complete this Facilitated Trading Process BEE Verification Terms Acceptance Form (Black People and Black Groups) (this "**Form**") manually in CAPITAL LETTERS and BLACK INK.
- 2) **PART A** of this Form must be filled in and completed by **Black People** only.
- 3) **PART B** of this Form must be filled in and completed by **Black Groups** only.
- 4) Specific meanings (definitions) have been given to some words and phrases in this Form. These words and phrases start with a capital letter. The only defined words that do not always have a capital letter are the words "**you**", "**we**" and "**us**". A list of defined words and phrases, and also the meanings we have given them, is contained in the document titled "**MTNZF Interpretation and Definitions**" ("**Definitions Schedule**"), which is available on the MTNZF Website (<https://www.mtnzakhelefuthi.co.za>) or can be requested from the MTNZF Call Centre (083 900 6838). Sometimes the definitions of a word or phrase can also be found in the body of this Form (in the same way that we have defined this Facilitated Trading Process BEE Verification Terms Acceptance Form (Black People and Black Groups) as this "**Form**" in paragraph 1 above). The words and phrases that have been defined will have the same meaning wherever they are used in this Form.
- 5) If you make changes or corrections to the information that you fill or complete in this Form, you must put your full signature next to those changes and corrections.
- 6) When you give this Form to MTNZF, you must also give the following Supporting Documents:
 - 6.1 if you are a Black Person, the green bar-coded South African identity document, the South African smart identity card (front and back required) or valid passport showing your South African identity number ("**ID Document**") of the Black Person;
 - 6.2 if you are a Black Group and if you have not already provided this, an Authorising Resolution (a version of which is set out in Schedule 1 at the end of this Form) and the ID Document of the Authorised Representative.
- 7) After you have submitted this Form the BEE Verification Agent may request additional Supporting Documents from you.
- 8) You must fill in and complete this Form manually and give it (properly completed and signed), together with the Supporting Documents referred to in paragraph 6 above, to MTNZF by email, post or hand delivery. The email, post and hand delivery details are:

Email: SSA-MTNZFVerification@nedbank.co.za;

Postal address: MTN Zakhele Futhi Scheme Administration
PO Box 1144
Johannesburg
2000;

Hand delivery: MTN Zakhele Futhi Scheme Administration
5th Floor, Block D

MTN ZAKHELE FUTHI (RF) LIMITED
FACILITATED TRADING PROCESS BEE VERIFICATION TERMS ACCEPTANCE FORM (BLACK PEOPLE AND BLACK GROUPS)

135 Rivonia Road
Sandown, Sandton
2196.

- 9) Any Supporting Documents delivered by hand or by post must be originals or certified copies. Any Supporting Documents sent by email or other electronic means must be certified copies.
- 10) Copies must be certified by a Commissioner of Oaths and can, for example, be certified at any South African Police Station.
- 11) If you have any questions regarding the contents of this Form, please contact the MTNZF Call Centre.

**MTN ZAKHELE FUTHI (RF) LIMITED
 FACILITATED TRADING PROCESS BEE VERIFICATION TERMS ACCEPTANCE FORM (BLACK PEOPLE AND BLACK
 GROUPS)**

PART A - TO BE FILLED IN AND COMPLETED BY BLACK PEOPLE ONLY

BLACK PERSON DETAILS

Full names and surname:												
Title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Dr <input type="checkbox"/> Rev												
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female												
Identity number:												

CONTACT DETAILS FOR BLACK PERSON

Email address:		
Cell phone number:		
Office phone number:		
Home phone number:		
Postal address:		
		Postal code:
Residential address:		
		Postal code:

DETAILS OF PARENT/GUARDIAN IF THE BLACK PERSON IS A MINOR OR IF THE PERSON SIGNING THIS FORM IS SIGNING IN A REPRESENTATIVE CAPACITY

Capacity: <input type="checkbox"/> Birth parent of minor <input type="checkbox"/> Legal guardian	<input type="checkbox"/> Other (Please specify below) _____
Title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Prof <input type="checkbox"/> Dr <input type="checkbox"/> Rev	
Full names:	
Identity number:	
Email address:	
Cell phone number:	
Office phone number:	
Home phone number:	
Residential address:	
	Postal code:
Postal address:	
	Postal code:

**MTN ZAKHELE FUTHI (RF) LIMITED
 FACILITATED TRADING PROCESS BEE VERIFICATION TERMS ACCEPTANCE FORM (BLACK PEOPLE AND BLACK
 GROUPS)**

AGREEMENT TO THE FACILITATED TRADING PROCESS VERIFICATION TERMS AND CONDITIONS

You must agree to the Facilitated Trading Process Verification Terms and Conditions.

If you are applying to MTNZF for BEE Verification, then you need to, as part of the BEE Verification Process, agree to the Facilitated Trading Process Verification Terms and Conditions by completing and signing this Form.

When you complete and sign this Form, you are confirming and agreeing that you have read, understand and agree to the Facilitated Trading Process Verification Terms and Conditions.

It is important that you read and understand the Facilitated Trading Process Verification Terms and Conditions. If you do not have a copy of the Facilitated Trading Process Verification Terms and Conditions, you can get a copy of these and other documents referred to in those Facilitated Trading Process Verification Terms and Conditions (including the Privacy Policy):

- on the MTNZF Website (<https://www.mtnzakhelefuthi.co.za>);
- by asking through the Call Centre (083 900 6838); or
- by asking in an email to SSA-MTNZFVerification@nedbank.co.za.

SIGNATURE SECTION:

By signing below you confirm that:

- you have chosen to use the Facilitated Trading Process;
- you have read, understand and agree to the Facilitated Trading Process Verification Terms and Conditions;
- you are aware of, understand and agree to the limits, exclusions, liabilities, risks and promises in the Facilitated Trading Process Verification Terms and Conditions;
- you have the required capacity and authority to accept the Facilitated Trading Process Verification Terms and Conditions; and
- once you have signed this Form, you will not be able to claim later that the details that you have included in this Form and in your Supporting Documents were not true and correct when you gave us this Form or the Supporting Documents. MTN and/or MTNZF or other persons may also have claims and rights against you because of the details that you put in this Form, and providing false information could be a criminal offence.

Signature:		Day	Month	Year
Name:				
Capacity:	<p>If you are signing this Form on behalf of a Black Person, please indicate which capacity, for example, a legal guardian or parent of a Minor or in any other representative capacity identified in the list of Supporting Documents</p> <p>_____</p> <p>(insert capacity)</p>			

CLIENT MANDATE

MADE AND ENTERED INTO BY AND BETWEEN

NEDGROUP PRIVATE WEALTH STOCKBROKERS (PTY) LIMITED
(REGISTRATION NUMBER: 1996/015589/07)
("NPWS" OR "WE" OR "US" OR "OUR")

AND

FULL NAME / ENTITY NAME

IDENTITY / REGISTRATION / PASSPORT / MASTERS REFERENCE NUMBER
(“THE CLIENT” OR “YOU” OR “YOUR”)

(ALSO REFERRED TO AS “THE PARTY” OR COLLECTIVELY “THE PARTIES”)

IMPORTANT NOTE: While all of the conditions in the Mandate create legal obligations, your attention is drawn to the clauses in bold because they may be particularly important to you.

1. INTRODUCTION

- 1.1 NPWS is a member of the Johannesburg Stock Exchange (“JSE”) equity, equity derivatives, currency derivatives, interest rate derivatives and commodity derivatives markets.
- 1.2 NPWS is regulated by the JSE Equities Rules and Directives, the JSE Derivatives Rules and Directives, and the JSE Interest Rate and Currency (“IRC”) Rules and Directives (collectively referred to as “the Rules”), as well as the provisions of the Applicable Legislation defined below.
- 1.3 NPWS is a licenced financial services provider in terms of FAIS (FSP 50399) and a registered credit provider in terms of the NCA (NCRCP59).
- 1.4 This Mandate, together with any annexures thereto, constitute a mandate as contemplated in the Rules and in FAIS and regulate the relationship between you and NPWS.
- 1.5 This Mandate will become effective upon the receipt of a signed copy thereof to the satisfaction of NPWS, and on compliance with account opening procedures.

2. DEFINITIONS

- 2.1 **Account/s or the Account/s** means a controlled account as defined in the Rules.
- 2.2 **Applicable Legislation** means the Collective Investment Schemes Control Act 45 of 2002 (“CISCA”), the Financial Intelligence Centre Act 38 of 2001 (“FICA”), the Financial Advisory and Intermediary Services Act 37 of 2002 (“FAIS”), the National Credit Act 34 of 2005 (“NCA”), the Financial Markets Act 19 of 2012 (“FMA”), the Protection of Personal Information Act 4 of 2013 (“POPIA”), and other applicable laws from time to time as well as:
 - 2.2.1 all statutory and other requirements relating to money laundering locally and abroad;
 - 2.2.2 all rules and regulations relating to any relevant exchange and/or clearing institution;
 - 2.2.3 applicable and acceptable market practice and custom;
 - 2.2.4 directives, circulars, or practice notes issued by a regulatory body (including self-regulated organisations); and
 - 2.2.5 all other South African or applicable foreign legislation and other laws (current or subsequent, replacing, amending, or repealing).
- 2.3 **Authorised Representative/s** mean/s the person/s designated and authorised to act on NPWS’ behalf in terms of section 13 of FAIS to provide Intermediary Services.
- 2.4 **BEE Securities** means the securities which the issuer requires are to be beneficially owned by BEE compliant persons for the empowerment period.

INITIAL HERE

- 2.5 **Business Introducer** means an individual or legal entity, which may or may not be an intermediary, and which introduced you to NPWS resulting in this Mandate.
- 2.6 **FAIS Investments** means investments in financial products not regulated by the JSE, and therefore subject to FAIS and regulation by the FSCA. These are:
- 2.6.1 unlisted or unregulated investments in shares, debentures and securitised debt, warrants, certificates, and other instruments, bonds, and foreign currency denominated investments;
- 2.6.2 over-the-counter derivatives;
- 2.6.3 foreign currency deposits in foreign exchange trading based on price fluctuations in the foreign exchange market; and
- 2.6.4 long-term and short-term deposits other than money broking transactions.
- 2.7 **Intermediary Services** has the same meaning as defined in Section 1 of FAIS and particularly relates to the Services provided by NPWS in respect of FAIS Investments.
- 2.8 **Investment/s** mean/s JSE Investments and FAIS Investments.
- 2.9 **JSE Investments** means investments which are subject to the Rules and regulated by the JSE. These are:
- 2.9.1 JSE listed securities traded on the JSE equity trading systems;
- 2.9.2 JSE listed securities traded on the JSE Derivatives trading system or the IRC trading system;
- 2.9.3 securities listed on an exchange in the Republic of South Africa other than the JSE;
- 2.9.4 securities listed on an external exchange;
- 2.9.5 units, participation, or any form of participation in a collective investment scheme as defined in CISCAs or any similar scheme registered or licensed in a foreign country;
- 2.9.6 funds intended for the purchase of securities, units, or participation;
- 2.9.7 Krugerrands;
- 2.9.8 money broking transactions; and
- 2.9.9 bonds.
- 2.10 **JSET** means JSE Trustees (Pty) Ltd.
- 2.11 **Mandate** means this mandate and all annexures and schedules thereto, as amended from time to time.
- 2.12 **Nedbank** means Nedbank Group Limited, registration number 1966/010630/06, including Nedbank Limited, registration number 1951/0000009/06, and any other direct or indirect South African subsidiaries thereof ("affiliates").
- 2.13 **Personal Information** means personal information as defined in section 1 of POPIA.
- 2.14 **Rights Offer** is a corporate action where an offer is made by an issuer to registered owners to subscribe for further securities or purchase securities held by the issuer in other issuers in proportion to their existing holdings. This offer is made either by means of the issue of a renounceable letter of right that may be sold, taken up or lapsed, or by the issue of a non-renounceable letter which may only be taken up or lapsed.
- 2.15 **Services** means services provided in respect of:
- 2.15.1 the buying and selling of Investments;
- 2.15.2 the custody and administration of Investments;
- 2.15.3 the clearing of transactions relating to Investments;
- 2.15.4 the settlement of transactions relating to Investments; and
- 2.15.5 maintaining or servicing the Investments.
- 2.16 **Securities** shall have the meaning as defined in the FMA or any other Applicable Legislation from time to time.
- 2.17 **STRATE** means STRATE (Pty) Ltd, a market infrastructure established in terms of the FMA and South Africa's principal central securities depository.
- 2.18 **VAT** means Value Added Tax as set out in the Value Added Tax Act 89 of 1991.
- 2.19 **Website** means the NPWS online trading site, which can be accessed at <https://onlineinvestments.nedbank.co.za>.

3. INTERPRETATION

In this Mandate -

- 3.1 clause headings are for convenience and are not to be used in the interpretation of the Mandate;
- 3.2 no provision will be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision;
- 3.3 unless the context indicates a contrary intention, an expression which denotes:
- 3.3.1 any gender includes the other genders,
- 3.3.2 a natural person includes a juristic person and vice versa, and
- 3.3.3 the singular includes the plural and vice versa;
- 3.4 any reference to "days" will be construed as being a reference to calendar days unless qualified by the word "business" in which instance a "business day" will be any day other than a Saturday, a Sunday, and/or a public holiday as gazetted by the government of the Republic of South Africa;
- 3.5 unless specifically otherwise stated, a number of days prescribed excludes the first day of the prescribed period and includes either the last day of the prescribed period or, where the last day falls on a Saturday, a Sunday, or a public holiday, the next business day;
- 3.6 any reference to "business hours" will be construed as being the hours between 08h00 and 17h00 on any business day;
- 3.7 the use of the words "including" or "include/s without limitation" followed by a specific example/s will not be construed as limiting the meaning of the general wording preceding it;

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- 3.8 a reference to any statutory enactment will be construed as a reference to that enactment as to the date of signature of the Mandate, as amended or substituted or re-enacted from time to time and includes all regulations to such enactment and/or any subordinated legislation made from time to time under such enactment;
- 3.9 where figures are referred to both in numerals and in words, and there is any conflict between the two, the words will prevail, unless the context indicates a contrary intention;
- 3.10 any substantive provision conferring rights or imposing obligations on a Party and appearing in any of the definitions in clause 2 or elsewhere within the Mandate will be given effect to as if it were a substantive provision within the body of the Mandate;
- 3.11 any reference to “person” means an identifiable natural or juristic person; and
- 3.12 any reference in the Mandate to a Party will, if such Party is liquidated, sequestrated, or placed under business rescue, be applicable also to and binding upon that Party’s liquidator, trustee, or business rescue practitioner.

4. INVESTMENT SERVICES AND MANDATE

- 4.1 You appoint us on an execution-only basis as your agent to provide the Services in respect of the Investments in accordance with your instructions, subject to the selections in the Client Information Schedule.
- 4.2 We do not provide advice nor discretionary management services on execution-only Accounts. Transactions are only effected on the basis of your prior instructions and consent, or on the basis of the prior instructions and consent of the individual authorised to act on the Account.
- 4.3 We accept this Mandate and authority subject to the Applicable Legislation.
- 4.4 You authorise us to enter into ancillary agreements with exchanges, custodians, counterparts, brokers and/or vendors and to sign all such agreements on your behalf where it is reasonably contemplated that such agreements are necessary to give effect to this Mandate or the Services.
- 4.5 We are bound by any jurisdictional, legislative, or regulatory restrictions that apply to the rendering of the Services.
- 4.6 **Where you wish to invest in derivative instruments, foreign investments, and/or BEE securities, you must, in addition to this Mandate, complete and sign the relevant agreements and/or registration forms together with the required legislative and regulatory risk disclosures and acknowledgements before any transactions may be concluded by us on your behalf.**
- 4.7 **In terms of the Applicable Legislation, members are required to ensure that the buyers and sellers of listed securities are aware of their settlement obligations and the Rules which are related to the trading and settlement of securities. The settlement obligations are available on the Website. If you are unable to access the Website, please request a copy from the NPWS branch office. By signing this Mandate, you warrant that you have been informed of your settlement obligations and you further warrant that failure to meet your settlement obligations in terms of the Rules will result in you being liable for any losses, costs, charges, and penalties incurred or imposed by or on us.**
- 4.8 We may, at our discretion, unless instructed otherwise by you in writing, choose whether to carry out any transaction either as agent or principal, or partly as agent and partly as principal (in which case we will issue separate contract notes). We shall not do anything that could infringe on Applicable Legislation and as such our decisions shall be binding on you.
- 4.9 We agree to adhere to the best execution principle in respect of transactions meaning that, taking your instructions into account, we will take reasonable steps to ensure that the result is the best possible result for you. In order to implement the best execution principle, all transactions in equity securities must be conducted through the JSE central order book.

5. MANAGEMENT OF INCOME AND CASH

- 5.1 All income, deposits, transfers including interest, dividends, proceeds from disposals, and cash, received by us for your Account, and arising from the Services provided in terms of this Mandate, will be paid into a JSET account for your credit, or should you instruct otherwise, into any other account as may be permitted by the Applicable Legislation.
- 5.2 The funds held in JSET for your Account accrue interest on a daily basis at the rate published by the JSE and this interest is paid monthly, less the brokers fee on interest as stipulated in the Fee Schedule.
- 5.3 You authorise us to retain or to withdraw any cash deposited by us on your behalf either in JSET or from the account maintained for that purpose by our appointed custodian, such amounts as are required to –
- 5.3.1 pay for investments purchased on your behalf;
- 5.3.2 effect such other payments as are strictly necessary for the operation of this Mandate;
- 5.3.3 discharge a debt due to us in respect of a margin lending facility or any other purpose; and
- 5.3.4 discharge an obligation in respect of an Account ceded, pledged, or encumbered in any way by us on your instruction.
- 5.4 **Funds which we hold on your behalf must be intended for the purchase of Investments and may not be utilised for the sole purpose of earning interest from JSET. If, for a period of 6 (six) months, only cash in JSET and no other Investments are held, and no transactions are executed on the Account, we will return the funds to you unless you instruct us to utilise such funds for the purpose of money broking transactions or to purchase any Investments.**
- 5.5 **Where the Account has not been utilised for a period of 6 (six) months, then we are entitled to exercise our rights as set out in the termination clause.**
- 5.6 Where the Account has been pledged as security, no income is payable and all income will be capitalised until the underlying obligation has been discharged, unless otherwise instructed in writing by the secured party.
- 5.7 Where this Mandate is terminated, or where you have instructed us by notice in writing to realise and repay any portion of the Investments under our administration, we shall pay any cash into the bank account nominated by you, subject to South African Reserve Bank (“SARB”) exchange control regulations where applicable.

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6. FEES AND CHARGES

- 6.1 In consideration for the Services provided by us in terms of this Mandate, or any additional services, we shall be entitled to fees, commissions, administration fees and charges, as set out in the Fee Schedule, as amended from time to time, as well as any other fees, costs, or charges reasonably incurred in terms of this Mandate. This includes recouping from you any charges, costs or commissions charged by third parties.
- 6.2 All of the fees charged in terms of this Mandate are contained in the Fee Schedule and are listed exclusive of VAT.
- 6.3 If you have been referred by a Business Introducer, we may pay referral fees to the Business Introducer on your behalf.
- 6.4 Notwithstanding the notice period stipulated in clause 14.1, the applicable fees, charges and commissions will continue to be charged until the Account is closed, or until the date upon which all of your assets have been transferred to the broker nominated by you and the Account is then closed, provided that there is no negligence or wilful misconduct on our part in giving effect to the termination.
- 6.5 Upon termination of this Mandate any pro rata fees will be payable on date of termination.
- 6.6 Any amount due for fees, charges and costs will be debited to your Account. You agree that we may deduct, withhold, or offset such fees, charges or costs from any amount received by us for your Account or due by us to you. Should there be insufficient funds available to settle any outstanding fees, charges, or costs, you specifically authorise us to realise any investment held in terms of this Mandate in order to settle these amounts.
- 6.7 We may, by way of 30 (thirty) days written notice to you, increase or vary fees, charges, and costs contained in the Fee Schedule. This change will apply to:
- 6.7.1 new or additional fees or charges; and
- 6.7.2 any change in the method of calculating any fee which leads to an increase or decrease in fees.
- 6.8 Any amount owing to us shall bear interest at the Nedbank Prime Overdraft Rate plus 3% from the date of demand until payment thereof has been received by us.

7. CUSTODY AND REGISTRATION OF INVESTMENTS

- 7.1 All Investments administered by us in terms of this Mandate, other than the funds and Krugerrands, shall be registered in the name of our nominee company.
- 7.2 All Investments shall be held in custody by us on your behalf subject to the Applicable Legislation and on the terms set out in this Mandate. Beneficial ownership of the Securities in the Account shall remain with you.
- 7.3 Krugerrands shall be held in custody by us or our appointed agent on your behalf. The coins are held on a fungible basis in that they are interchangeable, and you may therefore not receive the exact same coin as initially deposited with us. Coins may only be collected in Johannesburg, by prior arrangement, and on presentation of your identity document. Once the Krugerrands have been signed for, we no longer assume any risk or responsibility for those coins.
- 7.4 You authorise us to transfer Investments from one electronic record to another or to withdraw Investments from custody for the purpose of:
- 7.4.1 transferring the Investments on your instructions or upon termination of the Mandate, and at your risk, to such destination as instructed in writing;
- 7.4.2 dealing with the Investments as may be required in fulfilling this Mandate;
- 7.4.3 lodging the Investments on your behalf with any person or entity in terms of an order of court; or
- 7.4.4 any other lawful purpose in terms of this Mandate.
- 7.5 it is specifically recorded that we may not exercise the rights attaching to any Investments for our own purpose or interest and may only act in accordance with your instructions.

8. CORPORATE ACTIONS

- 8.1 The default option for standard corporate actions will be applied to your Account.
- 8.2 **For elective corporate actions, we will be in contact with you for your instruction. Please ensure that your contact details are up to date. If you cannot be reached at the contact details supplied to us, the option selected as default by the issuer will apply, subject to clause 8.3 below. Take note that it is your responsibility to respond timeously to any corporate action.**
- 8.3 For elective corporate actions where you may receive unlisted shares, and where we have not received a specific election from you, we will elect the option that will prevent an unlisted shareholding.
- 8.4 For a Rights Offer where you have not taken up, sold, or provided an instruction to sell the rights issued in respect of the renounceable letter, you authorise us to sell the rights at the prevailing market price, on your behalf, and for credit to your Account, on the last day of trading before the date on which the rights expire.
- 8.5 **You must ensure that your Account is sufficiently funded for the take up by close of business on the last day to trade. Failure to do so will result in your election being cancelled.**

9. VOTING RIGHTS

You authorise us to utilise our discretion in exercising voting rights on your behalf, unless indicated to the contrary in the Client Information Schedule.

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10. STATEMENTS AND CONTRACT NOTES

- 10.1 We will furnish you with a monthly statement of account showing details of all holdings, transactions, and interest on the Account, including any cash held in JSET or a money market account on your behalf at the date of the statement of account. The statement will be distributed electronically, and the transactions can also be viewed on the Website.
- 10.2 Any disputes in respect of monthly statements should be reported by you to us within 20 (twenty) 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.
- 10.3 We shall not be obliged to provide you with a statement more frequently than monthly.
- 10.4 In addition to the statement, we will provide you with a contract note or electronic confirmation in respect of each transaction. Contract notes will also be distributed electronically and will also be available on the Website.
- 10.5 The contract note or electronic confirmation will supersede and replace any verbal confirmation given at the time of your order. You should contact us if a contract note or electronic confirmation does not correspond with your instructions. Contract notes and electronic confirmations are conclusive and binding on the Parties.
- 10.6 We may allocate transactions to a specifically designated suspense account and issue a single contract note or electronic confirmation. In this instance the contract note may reflect an average price, as permitted in terms of the Rules, and the price and time of each transaction will be provided to you on request.

11. RISK DISCLOSURE AND ACKNOWLEDGMENTS

- 11.1 We represent, and you acknowledge, that there is risk associated with investing in local or foreign financial products across all asset classes including but not limited to listed and unlisted securities, collective investment schemes and cash. Investing in any asset class involves the risk of capital loss. Additional risk factors that you are exposed to include but are not limited to market, interest rate, liquidity, currency, credit, counterparty, concentration, regulatory, political, and inflation risks. Past performance is not indicative of future performance.
- 11.2 You further acknowledge that we make no representation and provide no guarantees in respect of the repayment of capital and the timing thereof, nor the performance of the Investments.
- 11.3 You acknowledge that each product has specific disclosures that may affect your Investments and ultimately your return.
- 11.4 You undertake not to commit market abuse be it intentionally, negligently, or by omission. Market abuse means unlawful behaviour in the financial market including but not limited to insider trading, and market manipulation through prohibited trading practices and/or distributing false or misleading information, as more fully set out in the FMA.
- 11.5 We are not obligated to obtain and/or transmit to you any information which a product supplier must disclose in terms of any law unless you specifically request, in writing, that we do so.

12. TRADING INSTRUCTIONS AND COMMUNICATION

- 12.1 Save as expressly provided for in this clause, we accept trading instructions telephonically, via the Website, or via our or our affiliates' mobile banking applications from time to time.
- 12.2 Subject to clause 13, we may, in our sole discretion, accept e-mail instructions. We do not, under any circumstances, accept trading instructions via mobile phone, SMS's, social media platforms, or verbal communications
- 12.3 You consent to us recording any telephone conversations provided that we shall inform you of such recording in the beginning of our calls.
- 12.4 Recordings and transcripts shall be used for the purposes of resolving disputes, quality control, and record retention and you authorise us to deliver such recordings to a regulatory authority on request by that authority.
- 12.5 You acknowledge that the content and substance of such recordings contemplated in this clause may be used in the resolution of any dispute between you and us, and as such will be accepted by you as evidence of orders, instructions, and conversations. We shall not be obliged to deliver full transcripts of such recordings and you accept that an affidavit signed by a duly authorised person in NPWS confirming the content of such recording shall constitute rebuttable proof of the facts confirmed in such recording.
- 12.6 All recordings shall be and will remain the sole property of NPWS and may be admissible into evidence at our sole discretion.

13. ELECTRONIC INSTRUCTION INDEMNITY

- 13.1 **You expressly request us to carry out certain financial, maintenance, and servicing transactions on the basis of instructions given via email.**
- 13.2 **You acknowledge that:**
 - 13.2.1 **We cannot verify that any instruction sent via email has indeed been sent by you;**
 - 13.2.2 **there is a risk of email facilities being abused or fraudulently used by unauthorised persons;**
 - 13.2.3 **by instructing and authorising us to accept instructions sent via email, you may be exposed to risk, including but not limited to the aforementioned; and**
 - 13.2.4 **because of the shortcomings inherent in sending instructions via email, authorising us to act on such instructions may not be the safest nor most prudent way of managing the Account.**
- 13.3 **You acknowledge that we, our employees, and our affiliates will not be liable for any loss or damage caused directly or indirectly by instructions given via email, including loss or damage brought about by or in relation to:**
 - 13.3.1 **infringements of confidentiality arising from the use of email to send or receive instructions, documentation, or information;**
 - 13.3.2 **malfunctions, failures, or the unavailability of any hardware, software, or equipment;**
 - 13.3.3 **events beyond our control;**

INITIAL HERE

- 13.3.4 **reliance placed on incorrect, incomplete, or inaccurate information contained in any instructions received by us via email;**
- 13.3.5 **false, fraudulent, or altered instructions received by us via email; or**
- 13.3.6 **misplacement or loss, however caused, of any instructions sent to us via email, and delay in acting immediately upon any instruction sent to us by email.**
- 13.4 **We are under no obligation to confirm receipt of any instruction received by us via email, and you remain responsible to ensure that instructions are correct and are timeously delivered to us.**
- 13.5 **You hereby waive any right to confirmation of receipt of any instruction issued to us via email.**
- 13.6 **Where an order is placed and/or executed, or confirmation of a transaction is transmitted to you through an electronic medium, we may, acting in good faith, rely on any instructions or requests made by or believed to be made by any person who is, or who is believed to be a person authorised by the Client to give such instructions or requests.**
- 13.7 **You acknowledge that we and our affiliates will not be liable for any loss or damage caused directly or indirectly 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 we have no control. We shall not be indemnified if the liability, loss, damage, or cost is as a result of our gross negligence or wilful misconduct.**

14. TERMINATION

- 14.1 Either Party may terminate this Mandate on 60 (sixty) days written notice to the other Party. Where we have provided you with a notice to terminate, you shall provide us with the termination instructions contemplated by this clause within 30 (thirty) days. Should the recipient broker, for any reason, not be able to receive the Investments, then we shall be entitled to continue to charge the applicable fees as more fully disclosed in clause 6 above.
- 14.2 Upon receipt by either Party of the notice of termination as contemplated in 14.1, we shall not initiate any new transactions on your behalf, save for all transactions necessary for the transfer of the Investments and the closure of the Account. You agree that any transaction initiated on your behalf prior to receipt of written notice of termination shall be completed and shall not affect any legal rights or obligations which may then already have arisen.
- 14.3 Upon receipt of notice of termination of this Mandate and full termination instructions, we shall as soon as practically possible, return all the Investments and documents of title, if any, to you or your representative and shall simultaneously provide you with a final statement of account. If the Investments and documents of title are held in a trust account and/or are in possession of a custodian or nominee company, we shall ensure that such custodian or nominee company will undertake to return such Investments or documents of title to you.
- 14.4 This Mandate shall immediately terminate in the event that NPWS for any reason ceases to be a member of the JSE.
- 14.5 The notice period and tax treatment of termination must be considered by you, particularly where the Account comprises of Nedbank branded products that are exclusively available to our clients.
- 14.6 Where you are a natural person, you agree that on your death:
- 14.6.1 We will continue to provide the Services on the terms agreed until we receive a notice of termination and termination instructions from the executor of your estate. As such fees and charges will continue to be charged on the Account.
- 14.6.2 Where no executor has been appointed, or in the absence of an instruction from your executor, this Mandate will continue to operate on the terms agreed. As such fees and charges will continue to be charged on the Account.
- 14.7 We may immediately freeze, suspend, modify, or restrict the Account and terminate this Mandate at any time, without prior notice to you, in the following circumstances:
- 14.7.1 NPWS being compelled to do so by law.
- 14.7.2 NPWS having reasonable suspicion that the Account is being used for illegal or unlawful or fraudulent purposes.
- 14.7.3 Your conduct results in a breach of our regulatory obligations.
- 14.8 We will give you reasonable notice if we want to freeze, suspend, modify, or restrict the Account and terminate this Mandate, due to the following circumstances, at our sole discretion:
- 14.8.1 NPWS being compelled to do so by law.
- 14.8.2 Reputational risks or operational or business reasons.
- 14.8.3 Your no longer qualifying for the Account according to our product specifications.
- 14.8.4 Your breach of any terms and conditions contained in this Mandate.
- 14.8.5 Your breach of any other agreement with us.
- 14.8.6 Providing the Services offered in terms of this Mandate becoming uneconomical or commercially impractical for NPWS or if we are unable to continue providing the Services, for whatever reason.
- 14.9 We will not be liable for any loss incurred as a result of the freezing, suspension, modification, or restriction of the Account or the termination of the Mandate.

15. WARRANTIES AND INDEMNITIES

- 15.1 **You warrant that you have read and understood these conditions applicable to transacting on the Account and indemnify and hold us (including without limitation the directors, officers, or employees of NPWS, affiliates, agents, Authorised Representatives) and any third parties with whom we contract on your behalf, harmless in respect of:**
- 15.1.1 **any loss incurred on your behalf pursuant to any bona fide investment made by us in terms of this Mandate;**

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- 15.1.2 **any and all claims, damages, liabilities, costs, and expenses, including reasonable attorney and client fees, which may be brought against us by reason of the operation of the Account or in respect of Securities that may be fraudulent, tainted, or defective in any way;**
- 15.1.3 **any tax liability, levy or penalty which may arise out of the tax treatment of the Investments by any tax authority, and for which tax liability you agree you are wholly liable. In particular tax on interest accruing for your benefit on any cash invested with us and tax on the increase in value of any investment administered by us on your behalf;**
- 15.1.4 **you undertake to refund us, on demand, any amount which we may be lawfully called upon to pay by any revenue authority in respect of interest or gain accruing for your benefit;**
- 15.1.5 **you are advised to consult a professional tax advisor on both foreign and local legislation, rulings, and directives that may be applicable to the Investments; and**
- 15.1.6 **any loss you incurred as a result of us acting on instruction of your representative whether in terms of a Power of Attorney or otherwise. In this regard we shall not be responsible for checking the validity or lawfulness of such appointment.**
- 15.2 We indemnify you against any losses, liabilities, costs, charges, or expenses incurred by you (but excluding any indirect or consequential losses) caused by the gross negligence or wilful misconduct of NPWS or our employees. This indemnity extends to the powers granted to us where you authorise a third party to act on the Account in terms of a Power of Attorney.
- 15.3 The indemnity obligations of each Party shall continue after the termination of this Mandate.
- 15.4 Notwithstanding the above, the Parties acknowledge that NPWS must act in accordance with the Applicable Legislation in carrying out any instructions under this Mandate.
- 15.5 You warrant to us for our benefit that:
- 15.5.1 all personal, corporate, and financial information provided in the Client Information Schedule is complete and accurate.
- 15.5.2 we will be informed of any changes to the above.
- 15.5.3 where you are classified as a non-resident for income tax purposes, and/or VAT purposes, as contemplated by the Value Added Tax Act 89 of 1991 and the Income Tax Act 21 of 1994, no Services have been rendered to you while you were in South Africa. You further undertake to notify us of any changes in your income tax status as soon as reasonably possible.
- 15.6 You will comply with the Applicable Legislation and our anti-money laundering policies.
- 15.7 You are duly authorised and empowered to sign and act in terms of this Mandate, and that all reasonable consents, resolutions, and authorisations have been obtained. Further, where the client is a legal entity, you shall notify us in writing of any changes to the person/s associated with the entity including any person/s authorised to act on behalf of the entity. You shall further be responsible for ensuring that each person appointed to act on behalf of an entity has the necessary power to transact under this Mandate.
- 15.8 This Mandate shall in no way violate or breach any laws, judgements, or rules applicable to you.
- 15.9 The Investments are delivered to us free of any lien, charge, cession, or assignment and they shall remain free of any such lien, charge, cession, or assignment while they are held by us.

16. CONFIDENTIALITY AND CONSENT

- 16.1 Your privacy is particularly important to us, and we will use all reasonable efforts in order to ensure that any information, including Personal Information provided by you, or which is collected from you or from third parties, is processed, transferred, and stored in a secure manner.
- 16.2 Apart from information provided by you in terms of this Mandate, we may also require additional documentation and information from you.
- 16.3 You hereby give us consent to process your Personal Information in relation to your application for Services from NPWS, subject to Nedbank's privacy policy and within the parameters of the Applicable Legislation. The processing will include, without limitation: conducting affordability assessments, credit scorings, and any other profile building that can assist NPWS and Nedbank to appropriately allocate a product or service offering that is suited to your needs. This consent will also extend to us processing your Personal Information for a legitimate interest.
- 16.4 You give us the required consent to:
- 16.4.1 Collect your Personal Information from third parties when reasonably necessary and/or if it is impracticable to collect the data directly from you.
- 16.4.2 Process your Personal Information for purposes of complying with any legislative or regulatory requirements.
- 16.4.3 Continue to retain your Personal Information as contemplated by s14(1)(d) of POPIA, provided that we shall retain such Personal Information confidentially and in line with POPIA.
- 16.4.4 Transfer and/or process your Personal Information outside the Republic of South Africa, where necessary, on condition that such transfer and/or processing is subject to the Applicable Legislation, binding corporate rules, or any binding agreement.
- 16.4.5 Process your special personal information as defined by POPIA provided that such processing shall be necessary and subject to Nedbank's privacy policy and the Applicable Legislation.
- 16.4.6 Share your account name and shareholdings with STRATE for the purpose of compiling and publishing the beneficial owner register of each company listed on the JSE.
- 16.5 Should you apply for any other product or service with an affiliate of NPWS, you authorise us, subject to the Applicable Legislation, to disclose any of your Personal Information as may be necessary to enable any such affiliate to assess, monitor, market where applicable, and provide you with the service or product for which you have applied.
- 16.6 Subject to the applicable laws and where possible and reasonably practical, you are entitled to:

INITIAL HERE

- 16.6.1 Request confirmation from us, free of charge, as to whether we hold your Personal Information.
- 16.6.2 Request the record or a description of your Personal Information held by us.
- 16.6.3 Request information about all third parties who have, or have had, access to your Personal Information.
- 16.6.4 Request correction or deletion of your Personal Information.
- 16.6.5 Withdraw your consent at any time by providing us with a notice.
- 16.6.6 Object to your Personal Information being held by NPWS.
- 16.6.7 Lay a complaint with the Information Regulator in terms of POPIA if your Personal Information has been misused or your right to privacy has been interfered with, as set out in clause 23.5.
- 16.7 Save as provided for above and in the annexures thereto or as may be required by law as necessary for the performance of the obligations under this Mandate, neither Party may directly nor indirectly disclose to any other person, or use or permit to be disclosed or used for any purpose other than a purpose contemplated by this Mandate or as a consequence of any direction given pursuant to this Mandate or in the normal course of business, the terms of this Mandate or any information that may be acquired by either Party in the execution of this Mandate and each Party must keep all such information confidential, except where same becomes generally available other than by breach of this Mandate.

17. ENTIRE AGREEMENT AND VARIATIONS

- 17.1 This Mandate and any annexures thereto, together with the information provided in the Client Information Schedule, contain the entire agreement between the Parties and supersedes all earlier conduct by the Parties or prior agreement between the Parties with respect to its subject matter. Any amendment to this Mandate with the exception of increases/variations to fees and charges in terms of clause 6.7, shall be of no force or effect unless it is in writing and accepted by both Parties.
- 17.2 No waiver or discharge ("waiver") of the terms and conditions of this Mandate will be valid unless in writing and signed by an authorised representative of the Party against which such waiver is sought to be enforced. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party in exercising any right under this Mandate will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any further exercise thereof or the exercise of any other right.
- 17.3 Any provision under this Mandate, which is or may become illegal, invalid, or unenforceable shall in no way affect or impair the validity, legality, and enforceability of the remaining provisions.

18. GOVERNING LAW AND JURISDICTION

This Mandate, and any dispute arising from or connected to it, is governed by the laws of the Republic of South Africa. The Parties hereby consent to the jurisdiction of the magistrate's court for the determination of any legal action instituted under this Mandate. Notwithstanding this, the Parties shall not be prohibited from litigating in the high court having jurisdiction should either Party so elect.

19. FORCE MAJEURE

In the event of any failure, interruption or delay in the performance of our obligations in terms of this Mandate resulting from acts, events, or circumstances not within our control, including but not limited to acts of God, industrial disputes, acts or regulations of any governmental bodies and authorities and/or of any investment exchange or clearing house, or the breakdown, failure or malfunction of any electronic communication, postal or computer service, or any other reason beyond our control, we shall not be liable to you or any other person in respect of any direct, indirect or consequential loss, damage, claim, or costs arising therefrom.

20. SERVICE OF LEGAL NOTICES

- 20.1 The Parties choose as their respective addresses for the purpose of the service of all notices and process pursuant to this Mandate, the physical address or email address provided by the Client on the Client Information Schedule, or such other physical address as may be stipulated by notice in writing.
- 20.2 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 sent email, to have been received on the date of sending, and if sent by post, to have been received 10 (ten) days after the date of posting.

21. CESSION

We may at any time, on one calendar month notice in writing to you, cede, assign, or transfer any of our rights or obligations in and under this Mandate to a 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.

22. FAIS DISCLOSURE

This clause applies only to Intermediary Services provided by us in respect of FAIS Investments in terms of this Mandate. NPWS is a licensed financial services provider authorised to render intermediary services only in terms of FAIS. The FAIS General Code of Conduct requires us to make the following disclosures:

INITIAL HERE

- 22.1 We may, in the course of rendering Intermediary Services to you, make use of the services of any employees or other FAIS approved financial services providers to execute certain administrative functions.
- 22.2 All funds paid to us in connection with the rendering of Intermediary Services must be deposited into our trust bank account, the banking details of which will be provided to you.
- 22.3 We hold professional indemnity insurance and accepts the responsibility of the activities of its Authorised Representatives performed within the scope of, and during implementation of this Mandate.
- 22.4 You are entitled to a copy of a FAIS disclosure document which sets out the products an Authorised Representative may provide product information on, when rendering Intermediary Services on behalf of NPWS.

23. COMPLAINTS AND DISPUTES

- 23.1 Any complaints arising from this Mandate and the Services should be directed to the complaints management team at complaintswealthmanagement@Nedbank.co.za.
- 23.2 We will deal with all complaints timeously and in accordance with the Rules and Applicable Legislation.
- 23.3 If you are dissatisfied with our handling of a complaint related to JSE Investments, then the complaint may be referred to the Johannesburg Stock Exchange Market Regulation Division:
 Physical address: 1 Exchange Square, 2 Gwen Lane, Sandown, Sandton, Johannesburg, 2196
 Hours of operation: Monday to Friday 9:00 am to 5:00 pm
 Telephone number: 011 520 7000
 Email address: surveillance@jse.co.za
 Website address: www.jse.co.za
- 23.4 If you are dissatisfied with our handling of a complaint related to FAIS Investments, then the complaint may be referred to the FAIS Ombud at:
 Physical address: 125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010
 Hours of operation: Monday to Thursday between 8:00 am to 4:30 pm, and on Fridays from 8:00 am to 3:30 pm
 Postal address: PO Box 41, Menlyn Park, 0063
 Telephone number: 012 762 5000 or 086 066 3274
 Email address: info@faisombud.co.za
 Website address: www.faisombud.co.za
- 23.5 In order to lay a complaint with the Information Regulator the prescribed POPIA Form 5 must be completed and sent to POPIAComplaints@info regulator.org.za.
 The form can be downloaded from the website of the Information Regulator at <https://info regulator.org.za>.

24. LEGAL DISCLAIMER

We may at our discretion decline to establish or retain a business relationship with any client. We are obliged to comply with international and local anti-money laundering, counter-terrorist financing, proliferation financing, financial sanctions and prohibited-business activity laws, regulations, policies, and requirements.

25. SIGNATURES

NAME			
CAPACITY OF SIGNATORY		DATE (DD/MM/YYYY)	
SIGNATURE (DULY AUTHORISED)			

INITIAL HERE



1. ADMINISTRATION AND CUSTODIAL FEE

ADMINISTRATION FEE	R660 PER ANNUM CHARGED MONTHLY
ACCOUNT CLOSING FEE	R250

2. EQUITY BROKERAGE

SLIDING SCALE

DEAL CONSIDERATION	BROKERAGE RATE
UP TO R50 000	1.25%
R50 000 TO R100 000	1.00%
R100 000 TO R500 000	0.75%
R500 000 TO R1 000 000	0.50%
R1 000 000 TO R2 000 000	0.40%
R2 000 000 AND ABOVE	0.35%
MINIMUM CHARGE PER DEAL	R150

3. KRUGERRAND BROKERAGE

SLIDING SCALE

DEAL CONSIDERATION	BROKERAGE RATE
UP TO R20 000	3.0%
R20 000 AND ABOVE	2.0%
MINIMUM CHARGE PER DEAL	R1 000
HANDLING FEE PER COIN	R50

4. BOND BROKERAGE

SLIDING SCALE

NOMINAL VALUE	BROKERAGE RATE
UP TO R100 000	0.5%
R100 000 TO R500 000	0.35%
R500 000 TO R1 000 000	0.20%
R1 000 000 AND ABOVE	0.15%
MINIMUM CHARGE PER DEAL	R 500

 INITIAL HERE

5. FEES ON DERIVATIVE INSTRUMENTS

SINGLE STOCK FUTURES	For all trades with an exposure value of R50 000 or	0.45% per leg
	For all trades with an exposure value below R50 000:	0.6% per leg
INDEX FUTURES	Brokerage of R10 per contract	
CURRENCY FUTURES	Brokerage of R20 per contract	
INTERNATIONAL FUTURES		0.5% per leg
COMMODITY FUTURES	Brokerage of R120 per contract	
CONTRACTS FOR DIFFERENCE (CFDS)		0.4% per leg

6. SCRIP BORROWING FOR SHORT SALES

EQUITY BORROWINGS	1% per annum*
BOND BORROWINGS	1% per annum*
COLLATERAL REQUIREMENTS	110% cash 125% approved shares
*A minimum charge of R150 per deal applies. Higher fees may apply depending on scrip availability. Fees are calculated on market price.	

7. ON-LINE ACCESS

LIVE PRICES - FULL ACCESS	R70 per month
If one or more trades are executed on the account during the month, no fee is payable.	

8. INTEREST

CREDIT INTEREST ON SURPLUS FUNDS JSE TRUSTEES	
CREDIT INTEREST ON SURPLUS FUNDS JSE TRUSTEES	Rate received from JSE Trustees less 1% Brokers Fee
DEBIT INTEREST	
DEBIT INTEREST ON OUTSTANDING DEBIT BALANCES	Prime bank rate + 3%
CASH BORROWINGS AGAINST COLLATERAL OF SHARE PORTFOLIO	Competitive interest rates are charged at a variable rate linked to the prime bank rate

9. OTHER SERVICE CHARGES

LOST SCRIP APPLICATIONS	R500 (EXCLUDING INSURANCE FEES)
DEMATERILISATION	R500
URGENT DEMATERILISATION	R1000
REMATERILISATION	R1000 per certificate
PORTFOLIO TRANSFER TO EXTERNAL PARTIES	R90 per counter
SCRIP TRANSFERS BETWEEN REGISTERS	
AFRICAN EXCHANGES	R5000 per counter
MAURITIUS	R3500 per counter
EUROPE	R750 per counter

INITIAL HERE

10. STATUTORY CHARGES AND TAXES AS DEFINED BY THE JSE

Please refer to the fees and costs displayed on the “Our offering” page on the Website.

11. SIGNATURES

NAME			
CAPACITY OF SIGNATORY		DATE (DD/MM/YYYY)	
SIGNATURE (DULY AUTHORISED)			

INITIAL HERE

STOCKBROKING

SCHEDULE FOR INDIVIDUALS (PRIMARY CLIENT)



ALL INFORMATION FIELDS BELOW ARE MANDATORY UNLESS OTHERWISE SPECIFIED.
INCOMPLETE OR MISSING INFORMATION COULD DELAY THE OPENING OF THE ACCOUNT.

1. CLIENT TYPE

- South African citizen residing in South Africa
- South African citizen residing in South Africa - minor
- South African citizen residing abroad
- Foreign national residing in South Africa
- Foreign national residing in South Africa – minor
- Foreign national residing abroad
- Deceased Estate
- Asylum seeker
- Refugee

2. CLIENT DETAILS

TITLE		INITIALS	
FIRST NAME (S)		SURNAME	
DATE OF BIRTH (DD/MM/YY)		COUNTRY OF BIRTH ¹	
CITY OR TOWN OF BIRTH ¹			
NATIONALITY ¹			
PLEASE PROVIDE DETAILS OF SOUTH AFRICAN IDENTITY DOCUMENT AND ALL FOREIGN PASSPORTS HELD ¹			
Identification type	Country of issue	Identification number	Expiry date (if applicable)
EMPLOYMENT STATUS	<input type="checkbox"/> Employed <input type="checkbox"/> Retired <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Home maker <input type="checkbox"/> Student <input type="checkbox"/> Minor		
EMPLOYER			
INDUSTRY / NATURE OF BUSINESS			
OCCUPATION			
ARE YOU A NEDBANK STAFF MEMBER?			
IF YES, PLEASE PROVIDE NB NUMBER AND CLUSTER:			

3. CONTACT DETAILS & CORRESPONDENCE

RESIDENTIAL ADDRESS			
UNIT NUMBER		COMPLEX NAME	
STREET NUMBER		STREET/FARM	
SUBURB		CITY/TOWN	
POSTAL CODE		COUNTRY OF RESIDENCE ¹	
POSTAL ADDRESS			
POSTAL ADDRESS SAME AS RESIDENTIAL ADDRESS ABOVE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
IF NO, IS THE POSTAL ADDRESS AN IN CARE OF ADDRESS? IF YES, PLEASE PROVIDE IN CARE OF NAME BELOW	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
IN CARE OF NAME			
ADDRESS LINE 1		ADDRESS LINE 2	
ADDRESS LINE 3		ADDRESS LINE 4	
POSTAL CODE		COUNTRY ¹	
CONTACT DETAILS			
HOME TELEPHONE		FAX	
WORK TELEPHONE		CELL PHONE NUMBER	
EMAIL			

4. BANK ACCOUNT DETAILS

ACCOUNT HOLDER	
BANK	
BRANCH	
BRANCH NUMBER (IBT NO)	
ACCOUNT NUMBER	
TYPE OF ACCOUNT	

5. PURPOSE AND FUNDING OF THE ACCOUNT

(This information is required in terms of the Financial Intelligence Centre Act as amended, and is compulsory)

INVESTING IN (Select all applicable options)	WITH THE OBJECTIVE OF (Select one of the three options)	EXPECTED INVESTMENT TIMEFRAME (Select one of the three options)	EXPECTED INVESTMENT ACTIVITY (Select one of the three options)
<input type="checkbox"/> South African equity Investments	<input type="checkbox"/> Long term growth and capital preservation	<input type="checkbox"/> Short term (less than 1 year)	<input type="checkbox"/> Low (less than 50 trades in a 12-month period)
	<input type="checkbox"/> Speculative trading and capitalising on market opportunities	<input type="checkbox"/> Medium term (between 1 and 3 years)	<input type="checkbox"/> Medium (between 50 and 100 trades in a 12-month period)
	<input type="checkbox"/> Hedging	<input type="checkbox"/> Long term (more than 3 years)	<input type="checkbox"/> High (more than 100 trades in a 12-month period)
<input type="checkbox"/> Offshore equity investments	<input type="checkbox"/> Long term growth and capital preservation	<input type="checkbox"/> Short term (less than 1 year)	<input type="checkbox"/> Low (less than 50 trades in a 12-month period)
	<input type="checkbox"/> Speculative trading and capitalising on market opportunities	<input type="checkbox"/> Medium term (between 1 and 3 years)	<input type="checkbox"/> Medium (between 50 and 100 trades in a 12-month period)
	<input type="checkbox"/> Hedging	<input type="checkbox"/> Long term (more than 3 years)	<input type="checkbox"/> High (more than 100 trades in a 12-month period)
<input type="checkbox"/> Derivative instruments	<input type="checkbox"/> Long term growth and capital preservation	<input type="checkbox"/> Short term (less than 1 year)	<input type="checkbox"/> Low (less than 50 trades in a 12-month period)
	<input type="checkbox"/> Speculative trading and capitalising on market opportunities	<input type="checkbox"/> Medium term (between 1 and 3 years)	<input type="checkbox"/> Medium (between 50 and 100 trades in a 12-month period)
	<input type="checkbox"/> Hedging	<input type="checkbox"/> Long term (more than 3 years)	<input type="checkbox"/> High (more than 100 trades in a 12-month period)
EXPECTED NUMBER OF DEPOSITS PER ANNUM	<input type="checkbox"/> 0 – 12 <input type="checkbox"/> 13 – 50 <input type="checkbox"/> More than 51	EXPECTED VALUE OF DEPOSITS PER ANNUM	<input type="checkbox"/> Less than R1 million <input type="checkbox"/> R1 million – R10 million <input type="checkbox"/> More than R10 million
EXPECTED NUMBER OF WITHDRAWALS PER ANNUM	<input type="checkbox"/> 0 – 12 <input type="checkbox"/> 13 – 50 <input type="checkbox"/> More than 51	EXPECTED VALUE OF WITHDRAWALS PER ANNUM	<input type="checkbox"/> Less than R1 million <input type="checkbox"/> R1 million – R10 million <input type="checkbox"/> More than R10 million

SOURCE OF THE FUNDS THAT WILL BE USED TO TRANSACT

(Please select all applicable options)

IF EMPLOYED	<input type="checkbox"/> Monthly salary <input type="checkbox"/> Commission earned <input type="checkbox"/> Bonus received
IF SELF-EMPLOYED	<input type="checkbox"/> Turnover from contracts, imports, exports, rental
IF RETIRED	<input type="checkbox"/> Annuity <input type="checkbox"/> Once off payment
DIRECTOR / PARTNER / MEMBER OF CLOSED CORPORATION	<input type="checkbox"/> Salary <input type="checkbox"/> Dividends / Profit Share <input type="checkbox"/> Interest on loans <input type="checkbox"/> Bonuses
OTHER (PLEASE SPECIFY)	

SOURCE OF WEALTH (SOURCE OF CLIENT'S TOTAL NET WORTH):

(Please tick all applicable options)

SAVINGS FROM EMPLOYMENT INCOME	<input type="checkbox"/>
MATURING INVESTMENTS OR ENCASHMENT CLAIMS	<input type="checkbox"/>

SALE OF SHARES	<input type="checkbox"/>
SALE OF PROPERTY	<input type="checkbox"/>
COMPANY SALE OR SALE OF INTEREST IN A COMPANY	<input type="checkbox"/>
INHERITANCE	<input type="checkbox"/>
LOAN	<input type="checkbox"/>
GIFT OR DONATION	<input type="checkbox"/>
OTHER (PLEASE SPECIFY)	

6. TAX RESIDENCY DECLARATION

SOUTH AFRICAN TAX NUMBER		
DO YOU HAVE TAX OBLIGATIONS, TAX LIABILITIES OR TAX RESIDENCIES OUTSIDE OF SOUTH AFRICA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please complete the table below for all countries where you have tax obligations, tax liabilities or tax residencies.		
COUNTRY OF TAX RESIDENCE / TAX IDENTIFICATION NUMBER (TIN) ISSUANCE	TIN NUMBER	IF UNABLE TO PROVIDE A TIN, PLEASE PROVIDE A REASON

ARE YOU A UNITED STATES ("US") CITIZEN, A US PERSON, A US NATIONAL OR DO YOU HAVE US TAX OBLIGATIONS?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, PLEASE PROVIDE A COMPLETED IRS W9 FORM.	
IF NO, HAVE YOU EVER RELINQUISHED YOUR US CITIZENSHIP OR NATIONALITY?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YOU HAVE RELINQUISHED YOUR US CITIZENSHIP OR NATIONALITY, PLEASE PROVIDE A COMPLETED W-8BEN FORM AND CERTIFICATE OF LOSS OF NATIONALITY. IF YOU ARE UNABLE TO PROVIDE SUCH A CERTIFICATE PLEASE PROVIDE AN EXPLANATION.	
IF YOU ARE NOT A US CITIZEN, A US PERSON, OR A US NATIONAL, ARE THERE ANY OTHER US INDICATORS IN THIS FORM IN FIELDS DENOTED WITH A ' (ADDRESS, IN CARE OF ADDRESS ETC.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, PLEASE PROVIDE A COMPLETED IRS W-8BEN FORM.	

7. COMMUNICATION AND MARKETING

- Yes No I would like Nedbank to inform me of new Nedbank products and special offers
- Yes No I would like Nedbank to present exclusive offers from other organisations to me
- Yes No Nedbank may request reputable research organisations to contact me
- My preferred method of communication is as follows:
- Email SMS Direct Mail Telephone All
- Yes No Nedbank may use a method of communication other than that preferred by me as well as my personal information to market its products to me, including electronic marketing and telesales, until I give an instruction to the contrary.

8. PARTIES ASSOCIATED TO THE PRIMARY CLIENT

The following parties associated to the primary client are required to complete information schedules according to the associate party type and provide the necessary documents required for the verification of the information provided:

ASSOCIATED PARTY TYPE	SCHEDULE TO BE COMPLETED
EACH INDIVIDUAL WHO IS: <ul style="list-style-type: none"> • Authorised to act on behalf of the primary client • An executor of the estate of the primary client • The legal guardian or parent of a minor 	SCHEDULE FOR INDIVIDUALS (ASSOCIATE PARTIES)

9. DECLARATIONS AND SIGNATURE

I, the undersigned:

- (i) certify that the information provided on this form is, to the best of my knowledge, correct and complete.
- (ii) undertake to inform Nedgroup Private Wealth Stockbrokers (Pty) Ltd. within 30 days of any change to the information supplied in this document as well as provide any documentation that may be necessary to verify such change in terms of legislative requirements.
- (iii) undertake to advise Nedgroup Private Wealth Stockbrokers (Pty) Ltd. within 30 days of any change in circumstances that affect my tax residency/ies or US status.
- (iv) understand that the information contained in this form may be provided to the South African Revenue Service and exchanged with tax authorities of other countries in terms of South African tax legislation.
- (v) declare that if I am not resident in South Africa my normal place of residence is as completed above and that I conduct all transactions on my account in accordance with the relevant South African Exchange Control Rulings.

NAME			
CAPACITY OF SIGNATORY		DATE (DD/MM/YYYY)	
SIGNATURE (DULY AUTHORISED)			

STOCKBROKING ANNEXURE TO MANDATE SPECIFICALLY RELATED TO MTN ZAKHELE FUTHI



THIS ANNEXURE SETS OUT THE PRINCIPLES APPLICABLE TO ORDINARY SHARES IN MTN ZAKHELE FUTHI ("MTN ZAKHELE FUTHI SHARES")

1. Notwithstanding any provision to the contrary in the Mandate, you and NPWS agree that this Annexure shall apply to all MTN Zakhele Futhi Shares governed by the Mandate.
 - 1.1. Without detracting from the general application of the principle in A above, in relation to all MTN Zakhele Futhi Shares governed by the Mandate from time to time, the Parties hereby acknowledge and accept that:
 - 1.1.1. In relation to corporate actions in particular (and without limiting the general application of this principle), unless you give NPWS express instruction, NPWS is not permitted to exercise any vote rights in relation to any MTN Zakhele Futhi Shares;
 - 1.1.2. NPWS may not realise any MTN Zakhele Futhi Shares for the settlement of any outstanding fees, charges or costs owing by you under the Mandate;
 - 1.1.3. You will not be charged any fees other than the flat brokerage fee of 0.5 percent of the consideration of a transaction, plus VAT thereon, and the statutory fees and charges as reflected on the Website;
 - 1.1.4. In addition to accepting verbal instructions and communications through the call centre, NPWS shall be obliged (and you hereby instruct and authorise NPWS) to accept all trading instructions and other communications sent via the NPWS website or by email;
 - 1.1.5. You consent to not receiving statements since the information is made available electronically and can be accessed on a continuous basis on the Website;
 - 1.1.6. NPWS shall be obliged (and you hereby instruct NPWS) to act in accordance with any instruction or notice given by MTN Group Limited (or its nominee) ("MTN") and/or MTN Zakhele Futhi in terms of the memorandum of incorporation of MTN Zakhele Futhi and the Relationship Agreement, originally dated 9 August 2016, between MTN, MTN Zakhele Futhi and each holder of MTN Zakhele Futhi Shares (including you), as amended from time to time ("Relationship Agreement"), including, but not limited to, the terms and conditions of the Call Option Notice (as defined in the Relationship Agreement) given by MTN in respect of the MTN Zakhele Futhi Shares; and
 - 1.1.7. any such instruction or notice by MTN and/or MTN Zakhele Futhi shall be deemed to constitute an instruction by you.

SIGNATURE

FULL NAME			
CAPACITY OF SIGNATORY		DATE (DD/MM/YYYY)	
SIGNATURE (DULY AUTHORISED)			

STOCKBROKING

SCHEDULE FOR INDIVIDUAL (ASSOCIATED PARTY)



ALL INFORMATION FIELDS BELOW ARE MANDATORY UNLESS OTHERWISE SPECIFIED.
INCOMPLETE OR MISSING INFORMATION COULD DELAY THE OPENING OF THE ACCOUNT.

1. DETAILS OF THE PRIMARY CLIENT

PRIMARY CLIENT NAME	
PRIMARY CLIENT IDENTITY / TRUST / REGISTRATION NUMBER	

2. ASSOCIATION WITH THE PRIMARY CLIENT

(Please select all applicable options)

WHERE THE PRIMARY CLIENT IS A:	ASSOCIATION:
INDIVIDUAL	<input type="checkbox"/> Person authorised to act on behalf of the primary client <input type="checkbox"/> Executor of a deceased estate <input type="checkbox"/> Parent / Legal Guardian for minor
COMPANY	<input type="checkbox"/> Manager / Chief Executive <input type="checkbox"/> Person authorised to act as per the resolution <input type="checkbox"/> Director <input type="checkbox"/> Direct shareholder <input type="checkbox"/> Ultimate beneficial owner
TRUST	<input type="checkbox"/> Founder / Settlor / Donor <input type="checkbox"/> Trustee <input type="checkbox"/> Beneficiary named in the Trust Deed <input type="checkbox"/> Person authorised to act as per the resolution <input type="checkbox"/> Ultimate beneficial owner
PARTNERSHIP / CLOSED CORPORATION	<input type="checkbox"/> Partner / Member <input type="checkbox"/> Person authorised to act as per the resolution <input type="checkbox"/> Ultimate beneficial owner

3. ASSOCIATE PARTY SUB-TYPE

(Please select one)

- South African citizen residing in South Africa
- South African citizen residing in South Africa - minor
- South African citizen residing abroad
- Foreign national residing abroad
- Foreign national residing in South Africa
- Foreign national residing in South Africa – minor

4. ASSOCIATED PARTY DETAILS

TITLE		INITIALS	
FIRST NAME (S)		SURNAME	
DATE OF BIRTH (DD/MM/YYYY)		COUNTRY OF BIRTH ¹	
CITY OR TOWN OF BIRTH ¹			

NATIONALITY ¹			
PLEASE PROVIDE DETAILS OF SOUTH AFRICAN IDENTIFICATION DOCUMENT AND ALL FOREIGN PASSPORTS HELD ¹			
Identification type	Country of issue	Identification number	Expiry date (if applicable)
EMPLOYMENT STATUS	<input type="checkbox"/> Employed <input type="checkbox"/> Retired <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Home maker <input type="checkbox"/> Student <input type="checkbox"/> Minor		
EMPLOYER			
INDUSTRY / NATURE OF BUSINESS			
OCCUPATION			
ARE YOU A NEDBANK STAFF MEMBER?			
IF YES, PLEASE PROVIDE NB NUMBER AND CLUSTER:			

5. CONTACT DETAILS & CORRESPONDENCE

RESIDENTIAL ADDRESS			
UNIT NUMBER		COMPLEX NAME	
STREET NUMBER		STREET/FARM	
SUBURB		CITY/TOWN	
POSTAL CODE		COUNTRY OF RESIDENCE ¹	
CONTACT DETAILS			
HOME TELEPHONE		FAX	
WORK TELEPHONE		CELL PHONE NUMBER	
EMAIL			

6. TAX RESIDENCY DECLARATION

(REQUIRED IN TERMS OF SOUTH AFRICAN TAX LEGISLATION AND MUST THEREFORE BE COMPLETED BY INDIVIDUALS ASSOCIATED TO ENTITIES)

DO YOU HAVE TAX OBLIGATIONS, TAX LIABILITIES OR TAX RESIDENCIES OUTSIDE OF SOUTH AFRICA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please complete the table below for all countries where you have tax obligations, tax liabilities or tax residencies.		
COUNTRY OF TAX RESIDENCE / TAX IDENTIFICATION NUMBER (TIN) ISSUANCE	TIN NUMBER	IF UNABLE TO PROVIDE A TIN, PLEASE PROVIDE A REASON

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ARE YOU A UNITED STATES ("US") CITIZEN, A US PERSON, A US NATIONAL OR DO YOU HAVE US TAX OBLIGATIONS?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, PLEASE PROVIDE A COMPLETED IRS W9 FORM.		
IF NO, HAVE YOU EVER RELINQUISHED YOUR US CITIZENSHIP OR NATIONALITY	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YOU HAVE RELINQUISHED YOUR US CITIZENSHIP OR NATIONALITY, PLEASE PROVIDE A COMPLETED W-8BEN FORM AND CERTIFICATE OF LOSS OF NATIONALITY. IF YOU ARE UNABLE TO PROVIDE SUCH A CERTIFICATE PLEASE PROVIDE AN EXPLANATION.		
IF YOU ARE NOT A US CITIZEN, A US PERSON, OR A US NATIONAL, ARE THERE ANY OTHER US INDICATORS IN THIS FORM IN FIELDS DENOTED WITH A ¹ (ADDRESS, ETC.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, PLEASE PROVIDE A COMPLETED IRS W-8BEN FORM.		

7. DECLARATIONS AND SIGNATURE

I, the undersigned:

- 7.1. certify that the information provided on this form is, to the best of my knowledge, correct and complete.
- 7.2. undertake to inform Nedgroup Private Wealth Stockbrokers (Pty) Ltd. (NPWS) within 30 days of any change to the information supplied in this document as well as provide any documentation that may be necessary to verify such change in terms of legislative requirements.
- 7.3. undertake to advise Nedgroup Private Wealth Stockbrokers (Pty) Ltd. within 30 days of any change in circumstances that affect my tax residency/ies or US status.
- 7.4. understand that the information contained in this form may be provided to the South African Revenue Service and exchanged with tax authorities of other countries in terms of South African tax legislation.
- 7.5. Hereby give consent to NPWS to process my personal information in relation to the primary client's application for Services from NPWS, subject to Nedbank's privacy policy and within the parameters of applicable laws. The processing will include without limitation profile building, that can assist NPWS and Nedbank to appropriately allocate a product or service offering that is suited to the primary client's needs. This consent will also extend to NPWS processing my personal information as they may deem fit and/or for a legitimate interest.
- 7.6. Give NPWS the right to:
 - a) Collect my personal information from third parties when reasonably necessary and/or if it is impracticable to collect the data directly from me.
 - b) Process my personal information for purposes of complying with any legislative or regulatory requirements.
 - c) Transfer and/or process my personal information outside the Republic of South Africa, where necessary, on condition that such transfer and/or processing is subject to applicable laws, binding corporate rules or any binding agreement.
- 7.7. Acknowledge that I have the right to:
 - a) Request confirmation from NPWS, free of charge, on whether or not they hold my personal information.
 - b) Request the record or a description of my personal information held by NPWS.
 - c) Request information about all third parties who have, or have had, access to my personal information.
 - d) Correct or delete my personal information.
 - e) Withdraw my consent at any time by providing notice to NPWS.
 - f) Object to my personal information being held by NPWS.
 - g) Lay a complaint with the Information Regulator regarding my personal information in terms of the Protection of Personal Information Act at:

Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

Web: <https://www.justice.gov.za/inforeg/index.html>

Email: complaints.IR@justice.gov.za

NAME			
CAPACITY OF SIGNATORY		DATE (DD/MM/YYYY)	
SIGNATURE (DULY AUTHORISED)			



I, the undersigned, [Name(s) of minor's guardian]

hereby declare as follows:

My particulars are:

Date of birth (ddmmyyyy)
Identity number
CIS number, if applicable
Residential address
Contact tel Cell

I am the legal guardian of [Name(s) of minor]

with identity number [grid]

The aforesaid minor:

- [] resides with me at the above address;
OR
[] does not reside with me at the above address. (Note: a cohabitant declaration must be completed by the person with whom the minor resides.)

Signed at (Place) on / / (Day) (Month) (Year)

Before

(Signature of commissioner of oaths/senior branch official)

(Signature of legal guardian)

Details of senior branch official:

Full name(s) and surname

Employee number

Designation

This document is in accordance with regulation 3(2) and regulation 4(3) of the Financial Intelligence Centre Act, 38 of 2001, read with paragraph 13 of Financial Intelligence Centre Guidance note 3 for banks on client identification and verification.