

## B.P.BERNSTEIN MANDATE

### 1. INTERPRETATION

- 1.1 The headnotes to clauses of this Mandate are inserted for reference purposes only and shall in no way govern or affect the interpretation thereof.
- 1.2 Unless inconsistent within the context, the expressions set forth below shall bear the following meanings:
- 1.2.1 **“Account”** means the Client’s bank account as specified in Schedule 2;
- 1.2.2 **“Activities”** means the investment and trading activities performed by BP Bernstein in respect of the Securities;
- 1.2.3 **“Applicable Legislation”** means the SSA and the JSE Equities Rules and Directives as amended from time to time and any replacement legislation;
- 1.2.4 **“BP Bernstein”** means BP Bernstein (Proprietary) Limited (Registration No 2005/044092/07), a private company duly incorporated according to the company laws of South Africa, and a member of the JSE;
- 1.2.5 **“Member’s CSDP”** means First National Bank, a division of FirstRand Bank Limited (Registration No. 1929/001225/06), a registered bank duly incorporated and registered according to the banking and company laws of South Africa;
- 1.2.6 **“Member’s Nominee”** means Barmont Nominees (Proprietary) Limited (Registration No 1965/003790/07) a private company duly incorporated according to the company laws of South Africa;
- 1.2.7 **“Member’s CSP”** means Computershare (Outsourcing) Limited (Registration No : 2000/005316/06), a private company duly incorporated according to the company laws of South Africa.
- 1.2.8 **“Business Day”** means a day (other than Saturdays, Sundays and official public holidays in South Africa), which is a day on which commercial banks settle Rand payments in Johannesburg and on which the relevant exchange on which the Securities are listed is open for business and settles trades in the Securities;
- 1.2.9 **“Client”** means \_\_\_\_\_
- 1.2.10 **“CSDP”** means a Central Securities Depository Participant as defined in the rules of STRATE;
- 1.2.11 **“CSP”** means a custody services provider;

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- 1.2.12 “**Derivatives**” mean for the purpose of this mandate, share instalments, warrants and options which are listed on the JSE equities trading system;
- 1.2.13 “**JSE**” means the JSE Limited, a licensed exchange regulated in terms of the SSA, 2004;
- 1.2.14 “**Mandate**” means this Member Mandate together with any schedules hereto;
- 1.2.15 “**Parties**” means the Client or BP Bernstein, or both of them as the context requires;
- 1.2.16 “**Risk Disclosure Brochure**” means the brochure setting out the risks involved with any investment in the Securities;
- 1.2.17 “**Securities**” means equity securities, which are JSE listed securities traded on the JSE equities trading system. This is the computer system or systems and associated network or networks operated or used by the JSE for the purpose of providing a market for the trading of equity securities.
- 1.2.18 “**Share Instalments**” means a JSE listed share instalment;
- 1.2.19 “**Signature Date**” means the date of the signature of the Party last signing this Mandate in time;
- 1.2.20 “**SSA**” means the Securities Services Act, 2004;
- 1.2.21 “**STRATE**” means STRATE Limited, a central securities depository regulated in terms of the SSA;
- 1.2.22 “**Transaction**” means a transaction in the Securities; and
- 1.2.23 “**Warrant**” means a JSE listed warrant.
- 1.3 When any number of days is prescribed in this Mandate, the same number of days shall be reckoned inclusively of the first and exclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately following Business Day.
- 1.4 In the event that the day for payment of any amount due in terms of this Mandate should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
- 1.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.6 Any reference to a statute in this Mandate is to that statute as at the Signature Date and as amended or re-enacted from time to time and shall include any succeeding statute.
- 1.7 The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting or preparation of the Mandate, shall not apply.
- 1.8 Capitalised terms not specifically defined in this Mandate shall bear the meaning generally ascribed thereto in the financial services industry in South Africa.

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- 1.9 The Schedules to this Mandate form an integral part hereof and words and expressions defined in this Mandate shall bear, unless the context requires otherwise, the same meaning in such Schedules.

2. **INTRODUCTION**

- 2.1 BP Bernstein is a member of the JSE and is authorised to perform trading and investment services in respect of JSE listed securities on the JSE equity trading system.

- 2.2 This mandate shall commence on the signature date.

3. **THE SERVICES**

- 3.1 The Client authorises BP Bernstein to provide it with the following Services:

Execution Only Services

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- 3.2 BP Bernstein will at all times when providing the Services adhere to the best execution principle, taking reasonable care to obtain the result which is best available to the Client, while at all times acting in accordance with the terms and conditions of this Mandate.

- 3.3 BP Bernstein will not accept cash deposits in excess of ZAR5 000 (Five Thousand Rand) from the Client into any bank account operated by BP Bernstein.

4. **EXECUTION ONLY SERVICES**

- 4.1 Any instructions given by the Client in respect of Execution Only Services shall be given via facsimile, telephone or electronic mail.

- 4.2 Instructions by either Party given by facsimile will be deemed to be received by that Party at the time when that Party's fax machine acknowledges receipt thereof. Instructions given by electronic medium will be deemed to be received at the time when the recipient acknowledges receipt by return electronic medium.

- 4.3 The Client shall promptly give any instructions to BP Bernstein which BP Bernstein may require of the Client for any Transaction or proposed Transaction. It is the Client's duty to ensure that any instructions given to BP Bernstein are clear and intelligible. If the Client does not provide such instructions promptly, clearly or in an intelligible form, BP Bernstein, may, in its sole discretion (such discretion to be exercised reasonably) take such steps at the Client's cost as BP Bernstein considers necessary or desirable for its own or the Client's protection.

- 4.4 The Client acknowledges and agrees that there are risks of misunderstanding or errors in any communication by electronic medium and that such risks shall be borne by the Client except where such errors are as a result of the wilful default, fraud or gross negligence of BP Bernstein or any employee or agent of BP Bernstein acting within the scope and course of his employment.

- 4.5 The Client acknowledges and agrees that generally it will not be possible to cancel or revise an instruction after such instruction has been executed by BP Bernstein.

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- 4.6 Without prejudice to the above, the Client agrees that BP Bernstein may deem any such instruction purported to be given by the Client as authentic, valid and properly executed on the Client's behalf and that it will be binding on the Client notwithstanding that such instruction may have been made without or in excess of authority from the Client and/or error, misunderstanding, fault, forgery or lack of clarity may have been made or contained in the terms of such instruction, provided always that BP Bernstein uses all reasonable care and diligence in verifying the purported instruction. The Client further agrees that, unless the Client has notified BP Bernstein in writing of the risk of potential forgery or impersonation and BP Bernstein has acknowledged such notice in writing, BP Bernstein shall be under no duty to verify the authenticity of such instruction or to enquire whether such instruction has been made properly or with due authority. By the Client's signature hereto the Client agrees that BP Bernstein shall not be liable for relying on any such instruction and the Client indemnifies BP Bernstein, on demand, in full, against all claims, liabilities, damages, losses, costs and expenses of any kind arising from BP Bernstein acting or omitting or refusing to act on such instruction.
- 4.7 The Client agrees that BP Bernstein is authorised to take all steps necessary in connection with or in reliance upon any such instruction but BP Bernstein reserves the right to refuse to do so if, in BP Bernstein's opinion, there are reasonable grounds for such refusal to act and provided that BP Bernstein provide the Client with prior written notice/correspondence of its intention not to act on the instruction of the Client as well as its reasons for doing so.
- 4.8 BP Bernstein may (but shall not in any circumstances be obliged to) require confirmation (in such form as BP Bernstein may request) of any instruction:
- 4.8.1 which is given orally;
- 4.8.2 if it appears to BP Bernstein that such confirmation is necessary or desirable; or
- 4.8.3 if such instruction is to close an account or remit money due to the Client.
- 4.9 BP Bernstein must or will require verification of the Client's identity in order to comply with legal and regulatory requirements.
- 4.10 The provisions of this clause 4 shall only apply if the Client has authorised BP Bernstein to provide it with Execution Only Services.
- 4.11 BP Bernstein will not conduct Transactions in derivative instruments on the Client's behalf without obtaining the Client's prior written consent, which consent can only be given once BP Bernstein has confirmed to the Client in writing that it considers such a Transaction to be appropriate to the Client's investment objectives.

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## 5. THE ACTIVITIES

- 5.1 BP Bernstein shall act as agent of the Client and shall treat the Client as principal in respect of all Services provided to and for the Client.
- 5.2 In terms of the Applicable Legislation, all Securities held by BP Bernstein in safe custody shall be registered in the name of BP Bernstein's Nominee on behalf of the Client as beneficial owner.
- 5.3 All uncertificated Securities shall be held in the electronic register maintained by BP Bernstein's CSDP with STRATE, subject to the Applicable Legislation.
- 5.4 The Client hereby authorises BP Bernstein to sign any documentation (including certificates of ownership or other certificates) relating to the Securities or necessary to give effect to the terms of this Mandate, or to obtain such a certificate from any appropriate tax authority which may be required by any regulations made by any relevant tax authority or any other regulatory authority in any jurisdiction, whether governmental or otherwise, relating to income tax, any other tax levied or ownership. For such purpose, BP Bernstein may disclose to any such tax authority such information relating to the Client as BP Bernstein shall determine to be necessary, usual or appropriate to such purpose.
- 5.5 BP Bernstein may at its sole discretion refuse to accept any Securities tendered for safe custody by the Client, if BP Bernstein determines that acceptance would be illegal or contrary to any applicable rules of any exchange or market, or if BP Bernstein reasonably suspects that any Securities are tainted by fraud.
- 5.6 All cash deposits including interest, dividends, proceeds of disposals and cash ("**Cash**"), received by BP Bernstein for the Client's account arising from the Services provided in terms of this Mandate, shall be paid for the Client's credit and in the Client's name into JSE Trustees (Proprietary) Limited ("**JSET**") in terms of the Applicable Legislation, unless the Client instructs BP Bernstein in terms of clause 4 to pay such cash into the Account.
- 5.7 Payments will only be made into the Account. BP Bernstein is not authorised to make third party payments.
- 5.8 The Client authorises BP Bernstein to retain or to withdraw any Cash deposited by BP Bernstein on the Client's behalf in JSET in such amounts as are actually required:
  - 5.8.1 from time to time to pay for Securities on the Client's behalf;
  - 5.8.2 to effect such other payments as are strictly necessary in the operation of this Mandate;
  - 5.8.3 to discharge a debt due to BP Bernstein from the Client whether in respect of the fees due under this Mandate or otherwise, provided BP Bernstein has provided the Client with prior notice of its intention to do so; and
  - 5.8.4 deal with cash as contemplated in this clause 8.

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## 6. **SETTLEMENT OF TRANSACTIONS**

- 6.1 Should the Client fail to put BP Bernstein in a position to settle a purchase or sale of a Security within any period which may be set out in the Applicable Legislation:
- 6.1.1 the Client forfeits its rights to the Transaction, including the right to enforce the performance of the Transaction;
  - 6.1.2 BP Bernstein shall assume as principal the rights to and obligations of the Client to settle the Transaction;
  - 6.1.3 in respect of a purchase, BP Bernstein shall immediately sell the Securities purchased for the account of the Client;
  - 6.1.4 in respect of a sale, BP Bernstein shall immediately buy the Securities sold for the account of the Client;
  - 6.1.5 the Client shall pay BP Bernstein the difference between the purchase and selling consideration, plus any additional interest, fees, penalties, compensations paid and administration fees incurred by BP Bernstein in terms of the Applicable Legislation that are directly attributable to the forfeited trade; and
  - 6.1.6 if there is any amount still owing by the Client after BP Bernstein has taken the steps set out in 6.1.3 and 6.1.5 above, BP Bernstein may also sell any other Securities of the Client which BP Bernstein holds for the Client.

## 7. **FEES**

- 7.1 In consideration for the Services to be provided by BP Bernstein in terms of this Mandate, BP Bernstein shall be entitled to the fees set out in a Schedule 3 as agreed with the Client from time to time. BP Bernstein shall provide the Client with 30 (thirty) days written notice of any change in fees as reflected in Schedule 3.
- 7.2 BP Bernstein is specifically authorised to debit such fees and expenses (together with interest, if applicable) to the Account. In addition, BP Bernstein is specifically authorised to realise any of the Client's Securities, that may be held by BP Bernstein's Nominee should there be insufficient cash available to settle BP Bernstein's fee, provided always that BP Bernstein has given the Client prior written notice before realising any Securities in these circumstances.
- 7.3 Should this Mandate be terminated during any calendar month, BP Bernstein's fee in respect of that month shall be payable on the date of termination.

## 8. **REPORTING**

- 8.1 BP Bernstein shall furnish the Client with a written statement reflecting the Securities and cash held at JSET on the Client's behalf, at the date of the statement, on a monthly basis.

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9. **CONTRACT NOTES AND ORDER CONFIRMATION**

BP Bernstein will issue the Client with a contract note in respect of all Transactions executed in Securities on behalf of the Client. The contract note will be issued before 12h00 on the Business Day following the Transaction and shall serve as a confirmation of such Transaction.

10. **CLIENT VERIFICATION**

10.1 BP Bernstein is committed to complying with national and international law, rules and regulations regarding the combating of criminal activities, money laundering and terrorist financing. This Mandate and all information concerning the Client, is therefore subject to verification, processing and screening and BP Bernstein reserves the right to decline this Mandate.

10.2 The Client hereby consents to and authorises BP Bernstein to make such enquiries and obtain such information as BP Bernstein considers reasonable and appropriate, in order for BP Bernstein to satisfy its regulatory obligations which BP Bernstein is subject, as specified in clause 10.1 above.

10.3 The Client shall provide BP Bernstein with all personal particulars as required in terms of Schedule 1 of the Mandate.

11. **CONFIDENTIALITY**

The Parties shall not disclose any information acquired or obtained by virtue of the terms and conditions of this Mandate relating to the Party, unless the written consent of the other Party has been obtained beforehand or the disclosure of such information is required in terms of the Applicable Legislation or any other law.

12. **SALE OF SHARES**

The Client may not sell any JSE listed share unless:

12.1 the paper share certificate has been converted into an electronic record of ownership;

12.2 the Client has at least the equivalent number of that specific share on their account; or

12.3 the Client has already purchased at least the equivalent number of that specific share; or

12.4 prior to the sale, the Client has made arrangements to borrow the equivalent number of that specific share.

13. **LIABILITY AND INDEMNITY**

13.1 For the avoidance of doubt, it is agreed that a Party shall in no circumstances be liable to the other Party for special, indirect or consequential damages arising as a result of any breach by a Party of any provision of this Mandate.

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- 13.2 Nothing in this Mandate shall exclude or restrict any obligation which BP Bernstein has under the Applicable Legislation in relation to the Client, or any liability which BP Bernstein may incur under the applicable regulations in respect of a breach of any such obligation. Nor shall anything in this Mandate require the Client to indemnify or compensate BP Bernstein to any extent prohibited by the applicable legislation.
- 13.3 The Client agrees to pay or reimburse BP Bernstein all BP Bernstein's costs and expenses (including legal expenses on an attorney and own client scale) together with any tax payable thereon, reasonably incurred in connection with the enforcement of any of BP Bernstein's rights under this Mandate and or in relation to any of the Services.
- 13.4 BP Bernstein shall not be liable for any losses, expenses and/or damages which the Client may suffer, whether or not direct, indirect, special or consequential arising from the management of the investments in terms of this Mandate, unless such losses, expenses and/or damages are directly attributable to the willful default, fraud or gross negligence of BP Bernstein or any employee or agent of BP Bernstein and the Client hereby irrevocably waives any claim/s it may have in this regard.

#### 14. **RISK DISCLOSURES**

By the Client's signature to this mandate, the Client acknowledges that he/she has read and understood the contents of the separate Risk Disclosure Brochure provided to the Client by BP Bernstein.

#### 15. **TERMINATION**

- 15.1 This Mandate may be terminated by either Party by giving 30 (thirty) days written notice to the other Party.
- 15.2 If BP Bernstein ceases to be a Member of the JSE, this Mandate shall terminate with immediate effect.
- 15.3 If the Client commits any act of insolvency or is sequestrated in terms of the Insolvency Act, 1936, this Mandate shall terminate with immediate effect.

#### 16. **REPRESENTATIONS AND WARRANTIES**

- 16.1 The Client and/or BP Bernstein (as appropriate) hereby make the representations and warranties set out in this clause 16 to and for the benefit of each other, and acknowledges that the other will rely on the same.
- 16.1.1 It is duly authorised and empowered under its constitutional documents to enter into and perform its obligations under this Mandate and the Transactions contemplated hereby, and that all internal authorisations and approvals have been obtained.
- 16.1.2 This Mandate is a legally binding obligation binding on it and enforceable against it in accordance with its terms.
- 16.1.3 The Client has taken its own legal and taxation advice, that it has not sought or relied on any representation or warranty made outside the terms of this Mandate by BP Bernstein or any of BP Bernstein's officers, employees or agents, and that the entry of the Client into this Mandate is solely on the basis of its own judgement.

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- 16.1.4 All funds and Securities of the Client which may be placed with BP Bernstein are from a legitimate source and are not the proceeds of unlawful activities as defined in the Prevention of Organised Crime Act, 1998.
- 16.2 Each Party shall be entitled to rely on the representations and warranties made by the other and set out above, and shall be under no duty to make enquiry as to the accuracy or otherwise of the same, and shall not be bound by any imputed or constructive knowledge of any such inaccuracy in such representations and warranties.

## 17. **TELEPHONE CALLS**

In order to assist in monitoring compliance with the Applicable Legislation and to avoid misunderstandings, telephone conversations between the Client or any person authorised by the Client and employees of BP Bernstein may be recorded with or without use of an automatic tone warning device by either Party. The recordings shall be and will remain the sole property of the Party making them and will be accepted by either Party as *prima facie* evidence of the orders, instructions or conversations so recorded. Either Party may deliver copies or transcripts of such recordings to any court or regulatory authorities.

## 18. **CORPORATE ACTIONS**

- 18.1 BP Bernstein shall provide the Client with all and any information actually received by the Nominee or BP Bernstein in respect of any corporate action but unless instructions are received from the Client at least 48 (forty eight) hours prior to the closing time for any election in respect of a corporate action, the Client consents to and authorises BP Bernstein to select at its discretion the option which BP Bernstein reasonably determines to be the most beneficial to the Client.
- 18.2 BP Bernstein shall use its best efforts to comply with any instructions received from the Client concerning action to be taken by BP Bernstein in relation to clause 18.1. The Client agrees that where Securities are held by a Nominee, BP Bernstein shall only be obligated to pass on promptly such instructions to the Nominee and BP Bernstein indemnifies the Client against any loss arising out of BP Bernstein's delay in passing on such instruction to the Custody Services Provider. The Client acknowledges that the terms of business of a Nominee may contain provisions relating to the giving of instructions and any action permitted in the absence of such instruction. Such provisions shall be binding on the Client.
- 18.3 Notwithstanding the provisions of clause 18.1 above, in the event that no instructions to the contrary are received or that circumstances make it impractical for BP Bernstein to obtain any timely instruction, BP Bernstein shall be entitled in its sole discretion (such discretion to be exercised reasonably) to take any action in relation to the Securities, including without limitation the exercise of any rights attached thereto and the satisfaction of liabilities arising there from or any other action on behalf of the Client which BP Bernstein considers is necessary or desirable to safeguard the Securities or further the Client's interests.

## 19. **SEVERABILITY**

It is agreed that each clause of this Mandate is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be of full force and effect and continue to be of full force and effect.

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## 20. ADDRESSES

20.1 Each Party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purposes of this Mandate.

20.1.1 **BP Bernstein:** BP Bernstein (Proprietary) Limited

Unit 7

1 Parade on Kloof

Oriel

Telefax: (011) 479 3411

Attention: Mrs A Schultz

20.1.2 **The Client:** Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telefax: \_\_\_\_\_

Attention: \_\_\_\_\_

20.2 Any notice or communication required or permitted to be given in terms of this Mandate shall be valid and effective only if in writing but the Parties shall be competent to give notice by telefax.

20.3 Any Party may by written notice to the other Party change its chosen address to another physical address, provided that the change shall become effective on the fourteenth day after the receipt of the notice by the addressee.

20.4 Any notice to a Party contained in a correctly addressed envelope; and

20.4.1 sent by prepaid registered post to it at its chosen address; or

20.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address,

20.5 shall be deemed to have been received in the case of clause 20.4.1, on the seventh business day after posting (unless the contrary is proved) and, in the case of clause 20.4.2 on the day of delivery.

20.6 Without derogating from clause 4.3, any notice by telefax to a Party at its telefax number shall be deemed to have been received within 2 hours of transmission where it is transmitted during normal business hours or within 12 hours of the first business day after it is transmitted where it is transmitted outside those business hours, provided that the transmitting Party has received a fax confirmation from the receiving Party unless the contrary is proved.

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- 20.7 Notwithstanding anything to the contrary contained in this clause 20, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address.

21. **SINGLE AGREEMENT**

- 21.1 This Mandate replaces any pre-existing Mandate or agreement entered into between BP Bernstein and the Client.
- 21.2 This Mandate, together with the schedules attached hereto, constitutes a single agreement between the Parties dealing with the matters outlined herein and the Parties would not otherwise enter into any Transaction in relation to the Services otherwise than in accordance with this Mandate.
- 21.3 This Mandate shall apply in respect of all Transactions entered into between the Parties in relation to the Activities and the Services and all Transactions entered into between BP Bernstein and a third party that the Client asks BP Bernstein to enter into as its agent, and in respect of all related matters referred to in this Mandate.

22. **GOVERNING LAW**

The entire provisions of this Mandate shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg in regard to all matters arising from this Mandate.

23. **CERTIFICATES**

In the event of a dispute between the Parties, a certificate signed by any director of BP Bernstein (whose appointment, authority or qualifications need not be proved), to the effect that the Client is indebted to BP Bernstein or that a Transaction has been executed, shall be *prima facie* proof of such indebtedness or that the said Transaction was executed.

24. **GENERAL**

- 24.1 No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this document.
- 24.2 No failure by a Party to enforce any provision of this Mandate shall constitute a waiver of such provision or affect in any way a Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 24.3 Nothing in this Mandate shall constitute an agreement to waive or in any way avoid applying rights, powers, privileges or rules of any relevant exchange.
- 24.4 No agreement to vary, add to or cancel this Mandate shall be of any force and effect unless reduced to writing and signed by or on behalf of the Parties to this Mandate.
- 24.5 No Party shall be entitled to cede any of its rights or delegate any of its obligations under this Mandate without the prior written consent of the other Party.

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24.6 BP Bernstein shall only provide a Client with the Investment Advisory Services on a specific request by the Client for advice, which request must be in accordance with clause 4 above.

25. **COUNTERPARTS**

This Mandate may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, all of which when so executed shall be an original but all such counterparts together shall constitute one and the same instrument.

**FOR OFFICE USE**

**SIGNED** at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the undersigned witness.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
For and on behalf of  
**BP BERNSTEIN (PROPRIETARY)**  
**LIMITED**  
Name:  
Capacity:  
Who warrants his/her authority hereto

**CLIENT USE**

**SIGNED** at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the undersigned witness.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Client Signature  
Name :  
Capacity : Client  
Who warrants his/her authority hereto

**SCHEDULE 1****Particulars Schedule Natural Person – Foreign National Strictly confidential**

Title \_\_\_\_\_

First name/s \_\_\_\_\_

Surname \_\_\_\_\_

Nationality \_\_\_\_\_

Passport number \_\_\_\_\_

Date of birth \_\_\_\_\_

Occupation \_\_\_\_\_

**Source of funds:**Income ☐Inheritance ☐Prior investments/policies ☐Other (Please specify) ☐

Postal address \_\_\_\_\_

\_\_\_\_\_

Postal code \_\_\_\_\_

Home telephone \ fax \_\_\_\_\_ \ \_\_\_\_\_

Cell \_\_\_\_\_

E-mail address \_\_\_\_\_

Contract Notes and Statements Post / E-Mail ( Delete which is not applicable)

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of witness\_\_\_\_\_  
Signature of client\_\_\_\_\_  
Name of client

**SCHEDULE 2**

**ACCOUNT DETAILS**

**Banking Details**

Bank:

Branch Code:

Account Name:

Account Number:

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**SCHEDULE 3**

**FEE SCHEDULE**

1. BP Bernstein will charge a basic fee on all agency deals. BP Bernstein will notify the Client of this fee in writing.
2. VAT is payable on all brokerage fees and the Client shall indemnify BP Bernstein for all taxes, fees or other charges levied on BP Bernstein from time to time by virtue of the Services BP Bernstein is providing the Client.
3. The Client will be given 30 days written notice of any fee increases.
4. **Current Brokerage Scale**
  - 4.1 Basic Charge of R120 per deal

1% for transactions up to R25,000

0.7% for transactions from R25,001 to R100,000

0.6% for transactions from R100,001 to R500,000

0.4% for transactions from R500,001 to R1,000,000

0.3% for transaction over R1,000,000
  - 4.2 Additional charges on brokerage

STT (Securities Transfer Tax) - .25% of the value of the transaction

INS (Insider Trading Levy) – 0.0003% of the value of the transaction

SET – R9.72 minimum up to R158, 400, thereafter 0.005787% of the contract note amount between R158, 400 and R1, 397, 000, and R80.84 for amounts above R1, 397, 000
5. **Administration Fees**
  - 5.1 A minimum non-refundable fee of R350 per annum, including VAT, will be charged to the Client. This cost will cover all administrative expenses incurred by BP Bernstein including the holding of assets in safe custody, collection of dividends, execution of Client instructions, administration of share splits and consolidations and other corporate actions.

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- 5.2 With respect to interest earned on Client funds deposited with JSET, BP Bernstein will deduct an administration charge of 1% on this interest earned on a pro rata basis

6. **Discretionary Services Fee**

All Discretionary Services to be provided to a Client will be charged for monthly in arrears and calculated at 1% per annum, excluding VAT, of the total value of the Client's portfolio.

7. **Banking Details**

All fees shall be paid into BP Bernstein's bank account specified below:

Account Name:	BP Bernstein Pty Ltd (Non Res)
Account Number:	62016439334
Branch Number:	255005
Bic Code:	FIRNZAJJ896
Reference:	The client name or account number with ourselves

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Witness (Initial)

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## DECLARATION WITH REGARD TO US TAX REGULATIONS FOR INDIVIDUALS

Account Holder: \_\_\_\_\_

Account number (Your account number at BP Bernstein): \_\_\_\_\_

Address: \_\_\_\_\_

Permanent Residence Address (if different from the above) \_\_\_\_\_

Citizenship \_\_\_\_\_

Place of birth and Country \_\_\_\_\_

Date of birth \_\_\_\_\_

Due to US tax regulations (e.g. FATCA agreements), and to enable BP Bernstein to correctly determine the status and qualification of the client for US tax, including but not limited to US withholding tax, as a "non-US Person" or "US person", I hereby make and confirm the following declaration to BP Bernstein :

### 1 Declaration of US Status

With regard to the above relationship, please check the appropriate box :

Are you a US citizen (including dual nationality) ? YES ☐ NO ☐

Are you resident in the US (as a lawful permanent resident, e.g. green card holder, or have you resided in the US for an extended period this year and in the two preceding years under the substantial physical presence test) ? YES ☐ NO ☐

Were you born in the US and have you never relinquished/renounced your US citizenship? (If you were born in the US, but nonetheless believe that you are not a "US Person" under US tax principles, please submit written documentation evidencing the relinquishment of your US citizen status) YES ☐ NO ☐

Are you fully liable to US income tax for any other reason (e.g. Dual residence, election to file jointly with your spouse, renunciation of US citizenship or of your green card following an extended period of residence, other reasons)? YES ☐ NO ☐

IF YOU HAVE ANSWERED YES TO ONE OF THESE QUESTIONS AND THEREFORE HAVE THE STATUS OF A US PERSON, PLEASE PROVIDE IN ADDITION FORM W-9.

### 2 Beneficial Ownership (if you have answered no to all of the questions in section 1 above then you may ignore section 2)

As the account holder I hereby declare that :

I am the beneficial owner of the above account for US tax purposes YES ☐ NO ☐

IF YOU HAVE ANSWERED YES, PLEASE VERIFY WHETHER YOU MAY BENEFIT FROM A DOUBLE TAX TREATY.

IF YOU HAVE ANSWERED NO AND YOU ARE NOT THE ONLY BENEFICIAL OWNER OF THIS RELATIONSHIP, PLEASE PROVIDE IN ADDITION THE "DECLARATION WITH REGARD TO US TAX REGULATIONS FOR BENEFICIAL OWNERS".

### **3 Change in circumstances**

Upon the occurrence of any event which would change the information of this FORM I agree to immediately notify BP Bernstein and to provide BP Bernstein with updated forms no later than 30 days after the event.

During the relationship with BP Bernstein, I hereby confirm that I undertake to notify immediately BP Bernstein, at my own initiative, any change in circumstances relevant to determine a US Status as set out above.

If the declarations made above become invalid after the filling of this FORM with BP Bernstein due to either a change in circumstances regarding the Account Holder / Beneficial Owner's status or a late discovery of the fact that, notwithstanding this FORM, the Account Holder's / Beneficial Owner's status has been misrepresented for other reasons and if the Account Holder / Beneficial Owner is determined to be a US person and fails to submit a valid IRS form W-9 with BP Bernstein, the Account Holder hereby irrevocably and explicitly agrees

- To explicitly waive any rights relating to the protection of personal data and explicitly allows BP Bernstein to transfer any information with regard to the concerned investing relationship to the US tax authorities

I confirm to be aware that the above mentioned account with BP Bernstein will be treated as a "non-consenting account" pursuant to the terms of the applicable regulations and/or laws, if I fail to comply with the obligation to submit the relevant documentation required determining whether the account is U.S. or non U.S. account. In such a case the account will be reported on an aggregate basis to the IRS. The provision of the aggregate information may give rise to a group request by the IRS for specific information about the BP Bernstein client and the account.

### **4 Release from protection of personal data – only in case of US account status ascertained**

In connection with International US withholding tax regulations (e.g. FATCA) I hereby irrevocably agree that BP Bernstein forwards the submitted IRS forms W-9 to its custodians and the IRS, to report all information required by the IRS to the IRS, including but not limited to the name, address, account number, account balance, payments made with respect to the account and income earned on the account.

I am aware that this means that the Account Holders/Beneficial Owners identity will be disclosed to the US tax authorities. With this declaration I irrevocably waive any protection of personal data legislation. I also acknowledge that BP Bernstein cannot be held liable for any consequences affecting the Account Holder and/or Beneficial Owner that may arise from disclosing their identity and income to the IRS.

The authorisation expressly applies to any forms the Account Holder has submitted which contain information about third parties (e.g.: beneficial owners) or which were signed by third parties. I accept and acknowledge that this waiver is a condition of the account to be opened and/or maintained by BP Bernstein.

## **5 Penalty and Liability**

With regard to this FORM and any form related to it, I hereby agree to hold BP Bernstein harmless from and against any liabilities, losses, damages and costs and agree to bear all the risks and responsibilities connected with, or which may arise from the indications, classifications and information on this FORM and/or any delays, discrepancies, errors, ambiguities, lack of clarity, misunderstanding, duplications and/or omissions in respect of the instructions, except in the event of negligence, fraud or wilful default of BP Bernstein.

I am aware that it is a criminal offence to deliberately provide false information on this FORM.

I HEREBY DECLARE TO HAVE EXAMINED THE INFORMATION ON THIS FORM AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE.

This FORM will be kept in the records of BP Bernstein and forms an integral part of the account opening documents.

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**PLACE AND DATE**

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**SIGNATURE**

## **Buying/Selling of Krugerrand/s Terms and Conditions**

These Terms and Conditions applies only to the buying and selling of Krugerrands and must be read together with the original mandate signed with B.P. Bernstein(Pty) Limited.

In this agreement "You" or "Your" refers to the person/s that purchases the Krugerrands, and "BPB" refers to BPBernstein (Pty) Limited a member of the Johannesburg Stock exchange, who is authorised to trade in Krugerrands on behalf of a client.

### **Trading in Krugerrand/s through BPB**

- A trade is either a purchase or sale of a Krugerrand/s.
- The client must have an account with BPB before any trade can be executed, and can only trade in Krugerrands that forms part of the client's Mandate with BPB.
- Trading hours are from 9h00 to 17h00, excluding public holidays and weekends.
- BPB will issue the client with a contract note in respect of all transactions done in Krugerrands on behalf of the client, and the contract note will be issued before 12h00 on the Business Day following the transaction and shall serve as a confirmation of such transaction.

### **Ownership and risk in trading Krugerrands**

- You will become the sole owner of the purchased Krugerrands upon payment of the purchase price inclusive of costs.
- All risks including but not limited to the risk of loss, damage and/or depreciation in value shall be passed to you upon payment.
- BPB will appoint third party service providers from time to time to perform custody, delivery or ancillary services required to enable BPB to perform its services under this agreement.
- BPB will act in good faith and with due diligence in selecting, using and monitoring the performance of third party service providers.

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Client's Initial

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BPBernstein Authorised Person's Initial

Once the Krugerrands have been bought you can either choose to have the coins kept in custody or you may request to collect your coins, (whereby we will make the necessary arrangements on your behalf).

- If you choose to keep the coins in custody, BPB has appointed Computershare, (or such other party as BPB shall from time to time consider fit), as the Third Party Provider to provide the custody services in respect of your Krugerrands.

You accept all risk when you choose to keep your Krugerrands in custody. The Third Party Provider will insure the Krugerrands held in its custody in terms of its standard practice from time to time.

You agree not to hold BPB liable for any losses (lost, damaged or destroyed) that may occur whilst your Krugerrands are in Third Party custody.

You agree that BPB's liability towards you will be limited to an amount equal to your pro rata share of the proceeds actually received from the Third Party Service Provider's insurance.

## **Fees**

- You will pay brokerage fees on the purchase and sale of Krugerrands. The amount charged is as follows:
  1. Basic Charge of R120.00.
  2. Brokerage on a sliding scale as reflected on the mandate signed with BPB to open an account
  3. A safe custody fee will be calculated based on the market value of your Krugerrand holdings as agreed by BPB with the Third Party Service Provider from time to time.

\_\_\_\_\_  
Client's name

\_\_\_\_\_  
Authorised Person's name for BPBernstein

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Authorised Person's signature for BPBernstein

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_