

TERMS AND CONDITIONS OF CUSTODY AGREEMENT

1. INTERPRETATION

- 1.1 Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, bear the meanings ascribed to them:
"Agreement" means this private investor custody and settlement agreement between the Client and Computershare;
"Client" means the contracting natural person or juristic person identified in Part A of this Agreement;
"Issuer" means an issuer of securities;
"Bank Account" means the Clients' nominated bank account detailed in Part B of this Agreement or as may be amended and advised in writing to Computershare from time to time;
"Computershare" means Computershare Limited (registration number 2000/006082/06);
"CSD" means a Central Securities Depository licensed as such under section 32 of the Securities Services Act;
"Securities Services Act" means the Securities Services Act (Act No. 36 of 2004);
"FAIS" means the Financial Advisory and Intermediary Services Act (Act No. 37 of 2002);
"FICA" means the Financial Intelligence Centre Act No. 38 of 2001 and its regulations;
"JSE" means the JSE Limited;
"Participant" means a person who holds in custody and administers Securities or an interest in Securities and that has been accepted by the Central Securities Depository as a Participant.
"Securities" means securities as defined from time to time in the Securities Services Act;
"Securities Legislation" means the Companies Act (Act No. 61 of 1973) as amended, the Securities Services Act, the Rules and Directives of the JSE or any other applicable stock exchange and the Rules and Directives of any central securities depository made under section 39 of the Securities Services Act.
"Sub-Register" means a record of uncertificated securities administered and maintained by a Participant which forms part of the main register of the relevant company; the shares are normally held by a nominee company or in the name of an own-name client.
"Own Name Client" means a client whose own name appears on the sub-register maintained by a Participant as opposed to the shares held by a nominee company.
- 1.2 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.
- 1.3 Unless the context clearly indicates a contrary intention, any word connoting any gender includes the other gender, the singular includes the plural and vice versa and natural persons includes artificial persons and vice versa;
- 1.4 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa.

2. APPOINTMENT

- 2.1 Computershare is the holder of a category II Financial Services Provider licence and is authorised to render intermediary services in respect of investment schemes and products as defined in 2.2 below:
- 2.2 Computershare is authorised to execute transactions in accordance with client's instructions relating to the following financial products:
- 2.2.1 Securities and Instruments: Shares
 - 2.2.2 Securities and Instruments: Money Market Instruments
 - 2.2.3 Securities and Instruments: Debentures and Securitised Debt
 - 2.2.4 Securities and Instruments: Warrants, Certificates and other instruments
 - 2.2.5 Securities and Instruments: Bonds
- 2.3 Subject to the terms of this Agreement, the Client appoints Computershare as its financial services provider, agent, custodian and administrator for the safe keeping and administration of securities, and for the settlement of transactions in those securities and to attend to certain incidental matters detailed in this Agreement.
- 2.4 Computershare may make use of the services of its staff to execute certain administrative functions in the course of rendering intermediary services to the client.
- 2.5 For the purposes of this Agreement, Computershare shall be referred to as a Participant and vice versa.
- 2.6 The parties shall at all times be bound by the provisions of the Securities Legislation and must comply with any other provisions that may be required by legislation as a result of the nature of the Client.
- 2.7 For the purposes of this Agreement, Computershare will aggregate any instructions received from local clients ("RSA") in terms of clause 12.1.14 of these terms and conditions and effect the transaction in the local jurisdiction.

3. SECURITIES DEPOSITED FOR SAFE CUSTODY

- 3.1 Securities that Computershare may accept on behalf of the Client in accordance with this Agreement shall be securities of a type and form determined from time to time by Computershare and may include either certificated or uncertificated securities.
- 3.2 Computershare shall not be obliged to accept any security remitted in terms of this Agreement. In the event that any security remitted for entry into a Securities Account is not good for delivery or has a defect in relation to the Client's title thereto, Computershare shall not accept such security for entry into a Securities Account until such defect has been corrected to the satisfaction of Computershare. Computershare shall return to the Client any securities not accepted by Computershare in accordance with this Agreement or the Securities Legislation.
- 3.3 The Client warrants to Computershare that the Securities deposited for safe custody from time to time will be and remain free from any encumbrance, other than as provided for in this Agreement.

4. CONFLICT

- 4.1 In the event of any conflict between the provisions of this Agreement and the Securities Legislation, the provisions of the Securities Legislation shall prevail.

5. SECURITIES ACCOUNT

- 5.1 Computershare shall in accordance with its standard operating procedures open and maintain a securities account(s) in its records in the name of the Client to record the number or nominal value of securities of each kind deposited by the Client with Computershare and to record all transactions and entries made in respect of such securities ("the Securities Account").
- 5.2 Any entry made in a Securities Account shall be made only in accordance with authenticated instructions given by the Client and the provisions of the Securities Legislation.
- 5.3 Computershare shall not be obliged to make any entry in a Securities Account unless it conforms to clause 11 of this Agreement.
- 5.4 Computershare shall not give effect to any instruction that will result in a debit balance in respect of any security held in a Securities Account.

6. SAFEKEEPING OF SECURITIES

- 6.1 Records of uncertificated securities held by Computershare shall be kept and maintained in the manner provided for in the Securities Legislation.
- 6.2 Securities held by Computershare shall at all times be held in accordance with the election detailed in Part D of this Agreement. Any client who elects the own name custody service, utilising Computershare's dealing routing service, shall be subject to the terms and conditions from time to time under which the Dealing Routing Service is administered, and the Client shall by instructing Computershare to register securities using this service be deemed thereby to agree to such terms and conditions.
- 6.3 Computershare shall take such steps to protect securities held under custody against theft, loss or destruction as provided for in the Securities Services Act.

7. RETENTION OF RECORDS

- 7.1 Computershare will keep the records of this agreement and related documents in terms of section 22 of FICA.
- 7.2 The Client agrees that Computershare at its absolute discretion will destroy the records and documentation relating to this agreement after the expiry of the retention period referred to in clause 7.1.
- 7.3 The Client acknowledges and agrees that records and relevant documents shall be considered to be retained by Computershare if the copies are scanned and are available in electronic form. Subject to an electronic copy being available, Computershare shall not be under any obligation to retain records and documents in paper form.

8. SETTLEMENT OF TRANSACTIONS

- 8.1 The Client shall designate a current banking account at a registered bank as a settlement account for the purposes of this Agreement. The Client designates the bank account indicated in Part B of this Agreement as the settlement account. The designated bank account may be amended from time to time by completing the necessary instruction in writing to Computershare.
- 8.2 Computershare shall credit the designated bank account with all proceeds received by Computershare in respect of the securities held in or transacted through the Securities Account. The Client authorises Computershare or its agent to debit the designated bank account with any amount owing by the Client.
- 8.3 Notwithstanding the provisions of paragraph 8.2, the Client shall ensure that in respect of any purchase of securities by the Client in respect of which Computershare is required to act as settlement agent, the Client shall immediately upon acceptance of the purchase order deposit cleared funds to cover the purchase consideration in the **Computershare Ltd – Dealing Trust Account**, being account number **62022148317** held at **First National Bank**, branch code **25-50-05**. The Client acknowledges that he is conversant with his responsibility to provide settlement instructions to Computershare in accordance with the provisions from time to time of Directive E of the JSE Rules.
- 8.4 Unless settlement instructions and cleared funds are received by Computershare in accordance with Clause 8.3, Computershare shall not be under any obligation to confirm settlement to a central securities depository and the Client shall be liable for any resultant penalties levied by a settlement authority pursuant to any failed trade.

9. SECURITIES STATEMENTS

- 9.1 Computershare shall provide the Client with a statement when there is a change in the client's portfolio and in accordance with the Securities Legislation.
- 9.2 Unless an objection is made in writing by the Client to any entry contained in any statement of a Securities Account within 60 days after the statement date, the statement shall, in the absence of fraud or any manifest error, be treated as prima facie evidence of the entries indicated therein and the Client shall not thereafter be entitled to make any claim against Computershare or to any other action in respect thereof.

10. VERIFICATION OF IDENTITY OF CLIENT

- 10.1 Computershare shall use reasonable endeavours to verify the identity of the Client in terms of section 21 of FICA.
- 10.2 The Client agrees that Computershare will not be held liable by reason of having accepted as valid any documents of any kind which are forged, not authentic or are untrue, if despite taking reasonable steps to verify the identity of the Client, the document or identity of the Client is accepted and is subsequently shown to be invalid or incorrect.
- 10.3 **The Client acknowledges and agrees that the verification process is a requirement in terms of FICA and that Computershare shall not be liable for the delays that may be caused as a result of the verification process. The Client accepts risk including the risk of change in the share price during the verification process. Computershare reserves the right to delay taking action on a particular instruction if any further information is required from the Client in order to comply with any legal or regulatory requirements (including FICA), or to investigate any concerns as to the validity or any other matter relating to the instruction.**
- 10.4 The Client hereby indemnifies and agrees to hold Computershare harmless against all liability, costs, expense or damage incurred by Computershare or its agents or nominees arising (whether directly or indirectly) as a result of or in connection with Computershare acting on any forged, fabricated or other inaccurate, invalid or unauthorised documents (including identity document) or instruction received by it in connection with the performance of Computershare's obligations in terms of this agreement, except to the extent that such liability, cost, expense or damage arises as a result of Computershare's failure to comply with the provisions of clauses 10.1 and 10.2 of this agreement. Notwithstanding anything to the contrary contained in this agreement save for clause 4 of this agreement, in the event of any conflict between the provisions of this clause and any other clause of this agreement the provisions of this clause shall prevail.

11. INSTRUCTIONS BY THE CLIENT

- 11.1 All instructions given by the Client shall be sent to Computershare at the address set out at clause 19 of this agreement. All instructions shall be sent in writing, or by any other means as may be approved by Computershare from time to time in writing. Computershare shall not be obliged to carry out any instruction that does not comply with this Agreement, requirements of FICA, the Securities Legislation or Computershare's standard operating procedures.

- 11.2 On each occasion on which an instruction is given, the Client will be regarded as having confirmed that he has the necessary authority. Computershare may record telephonic or electronic conversations with the Client and its representatives and the Client agrees that such recordings or transcripts thereof may be used as evidence in any dispute with the Client.
- 11.3 In the event that the Client gives to Computershare an instruction to buy or sell securities on behalf of the Client, subject to the limited mandate to carry out such instruction without having to exercise any independent discretion and in terms of a particular service offered by Computershare, then the Client gives to Computershare the right to appoint and pay brokers and other agents to carry out such instruction, to receive and give receipts in respect of such purchases or sales and to do all such things incidental thereto in order to give effect to such instruction.

12. DEALING ROUTING SERVICE

- 12.1 By submitting any instruction to transact in securities using the Computershare Dealing Routing Service ("dealing service") the Client agrees to the following provisions:
- 12.1.1 The Client may only give instructions to transact in any security by means of the telephonic service when operational. Instructions will not be accepted by any other means, including without limitation, fax, electronic mail, and photocopied forms or through the Internet. Computershare reserves the right to alter the times that the telephonic service is available.
- 12.1.2 Computershare will not carry out any instruction to transact securities on behalf of the Client unless it is satisfied that the Client has been recorded as the owner of the securities in Computershare's records.
- 12.1.3 The Client may only use the dealing service if his securities are registered in the South African sub-register maintained and operated by Computershare.
- 12.1.4 Computershare will endeavour to inform the Client if an instruction given by the Client will not be carried out unless Computershare has good reason for not doing so. Computershare will not be liable for refusing to carry out any instruction if it has good reason for not doing so.
- 12.1.5 Any instruction submitted by another person on behalf of the Client should not be recognised unless an original power of attorney or other appropriate authority (or a complete copy thereof certified by a Commissioner of Oaths) has been received and accepted by Computershare.
- 12.1.6 All instructions given by the Client to the dealing service are irrevocable and shall be dealt with on the business day immediately following the business day on which they were received and failing that as soon as reasonably possible thereafter.
- 12.1.7 In the event that Computershare's nominated stockbroker is unable to process the entire trade due to there being insufficient buyers or sellers in the market, the balance of the trade will be kept pending by the broker for a 30 day period in terms of standard market practice.
- 12.1.8 Computershare will thereafter endeavour to notify the Client of the status of the trade and the Client shall upon receipt of Computershare's notification provide a replacement instruction or cancel the balance of the trade.
- 12.1.9 No limit order or raise order will be accepted by Computershare. The Client acknowledges that prices may fluctuate from the time the instruction is given until the time that the transaction is executed.
- 12.1.10 By submitting an instruction to Computershare to arrange to sell any security on his behalf, the Client warrants that-
- 12.1.10.1 he has not sold or purported to sell the securities or the interest in any security to any third party;
 - 12.1.10.2 the securities will be sold free from all liens, charges or other third party rights or any encumbrance of any kind;
 - 12.1.10.3 he is entitled to sell the securities;
 - 12.1.10.4 the sale will not constitute a breach by the Client of any applicable laws and regulations; and
 - 12.1.10.5 he is not a minor, or if he is a minor, that he is properly assisted by a parent or court appointed guardian.
- 12.1.11 The Client irrevocably undertakes that he will do, or procure to be done, all acts and things, and execute or procure the execution of all such documents as Computershare may from time to time require to give effect to any instruction by the Client.
- 12.1.12 The dealing service shall be operated strictly on an "execution only" basis. Computershare shall not provide, or have any responsibility to provide any financial, taxation or other advice to the Client.
- 12.1.13 A transaction in any security through the dealing service will be executed by a stockbroker appointed by Computershare. By submitting an instruction to Computershare the Client irrevocably authorises Computershare to appoint a stockbroker to execute the transaction on behalf of the Client on the basis that-
- 12.1.13.1 Computershare will instruct a stockbroker to obtain the best price reasonably available in the market at the time of dealing. If no such price can be ascertained, the stockbroker will take reasonable care to carry out the instruction at a price which is fair and reasonable; and
 - 12.1.13.2 Computershare shall, to the exclusion of all others including the Client, be entitled to bring any action, suit or proceedings ("Actions") against the stockbroker arising out of or in connection with the sale. Computershare shall, in its sole discretion, determine the nature and scope of such Actions. By submitting an instruction to Computershare the Client waives his right in relation to such Actions.
- 12.1.14 The stockbroker appointed by Computershare may aggregate any instruction with those of other holders of securities transacting securities through the dealing service but may not aggregate the sale with any other clients of the stockbroker, provided that any aggregation shall take place in accordance with the Rules of the JSE.
- 12.1.14.1 The price per security that the Client will receive in the case of transactions that are aggregated will be the total proceeds of all aggregated transactions in the relevant period less all costs of the transactions divided by the number of securities sold in such transactions;
 - 12.1.14.2 The price per security that the Client will receive where transactions are not aggregated will be the price at which such securities are sold in the relevant period less all costs of the sale;
 - 12.1.14.3 The proceeds payable to the Client shall be rounded down, where necessary, to the nearest whole Rand. Resulting fractions of any Rand will be aggregated and may be retained by Computershare.
 - 12.1.14.4 Each security aggregated with other securities being transacted through the dealing service in any relevant period will only be treated as sold when it is actually sold by the dealing service.
- 12.1.15 Orders executed through the service shall be subject to the charges published from time to time, initially as set out in Schedule A to this Agreement.
- 12.1.16 Computershare may vary the amount, rate or basis of charges from time to time and may introduce new charges.
- 12.1.17 Fees, taxes, charges and other expenses of whatever nature incurred on behalf of the Client will be deducted from the proceeds of any transaction.
- 12.1.18 Instructions to carry out more than one transaction will be treated as separate transactions and each such transaction shall be charged separately.
- 12.1.19 All transactions will take place on the JSE.
- 12.1.20 Computershare will subject to applicable exchange control legislation and regulations pay to the Client the proceeds of any sale in accordance with the Client's instructions detailed in Part B of this Agreement.

- 12.1.21 Advice of any transaction will be included in a transaction statement sent to the Client.
- 12.1.22 Computershare may terminate the dealing service at any time without giving notice thereof to the Client. All valid instructions given to the dealing service in accordance with this Agreement before termination will be carried out.
- 12.1.23 Transactions will be carried out and records relating to instructions by the Client will be kept according to the rules, customs and practices of the JSE.
- 12.1.24 If the dealing service cannot perform any of its services under this Agreement due to circumstances beyond its reasonable control, Computershare will take all reasonable steps to bring such circumstances to an end, but Computershare shall not be liable for any non-performance of the dealing service.
- 12.1.25 Without prejudice to any stockbroker's obligations to execute transactions on the JSE, when a stockbroker executes an instruction given to the dealing service the Client acknowledges that the stockbroker could be acting as principal for its own account. By submitting an instruction to the dealing service the Client consents, where applicable, to the stockbroker acting as principal for its own account.
- 12.1.26 The Client indemnifies Computershare and those persons acting on his behalf in relation to the provision of the dealing service and their respective directors, employees and agents against any liability (except to the extent that the liability is caused by Computershare or such persons own default, negligence or fraud) which it or they may incur as a result of the dealing service.
- 12.1.27 Computershare does not receive any brokerage commission in lieu of execution of trades.

13. VOTING ON BEHALF OF CLIENTS

Computershare will only vote on behalf of the client if a proxy form is received from the client by the stipulated date.

14. NOTIFICATION OF CORPORATE EVENTS AND CASH DIVIDENDS

- 14.1 Computershare shall notify clients of all corporate events as required in terms of the Securities Legislation, which includes but is not limited to non-elective events i.e. announcements and related information..
- 14.2 Computershare is not obliged to send such notification as stated in 14.1 above to the extent that all the salient details of such non-elective benefits are incorporated in the Annual Financial Statements, Interim Statements or a shareholder circular by the Issuer and it has been or will be sent directly to the Client by an Issuer.
- 14.3 Computershare will send its notification on receipt of the final announcement published by the CSD.
- 14.4 Clients may elect not to receive annual financial statements or circulars provided that they understand the implications and consequences of such an election. By choosing not to receive the documentation, the Clients acknowledge that they may not receive pertinent information concerning non-elective events or the payment of dividends.
- 14.5 Dividend information will continue to be published in the local newspapers in terms of standard market practice and Computershare will continue to send a payment advice/statement once the payment or corporate action has been processed.

15. ACCRUALS

- 15.1 All cash accruals received in respect of investments, including dividends will be paid in accordance with the client's instructions and regulatory requirements.

16. INTEREST ON FUNDS DEPOSITED INTO CLIENT TRUST ACCOUNT FOR PURCHASE OF SECURITIES

- 16.1 Where funds are deposited into Computershare's Client Trust account for the purchase of securities, Computershare will retain any interest that accrues to cover administration costs. Shareholders may claim interest by lodging a claim in writing, however, only claims for amounts of more than R50.00 (Fifty Rand) will be considered.

17. INFORMATION TO BE DISCLOSED BY PRODUCT SUPPLIERS

- 17.1 The Client confirms that Computershare shall not be required to provide any information other than that required by law.

18. CHARGES

- 18.1 The Client shall pay the fees and charges published from time to time by Computershare and notified to the Client.
- 18.2 Computershare may increase or vary the charges on 60 days written notice to the Client and may thereafter levy such fees or charges.
- 18.3 Notwithstanding anything to the contrary in this Agreement, Computershare shall not be obliged to act upon any instruction given by the Client or to deliver to the Client any securities or monies until all the amounts due and owing by the Client to Computershare have been discharged in full.

19. INDEMNITY

- 19.1 The Client hereby indemnifies and agrees to hold Computershare harmless against all liability, costs or expenses incurred by Computershare or its nominees or agents in connection with the due and proper performance by Computershare of its obligations pursuant to this Agreement.
- 19.2 The Client accepts the risk of loss or damage arising directly or indirectly as a result of any failure in, misuse of, or any fraud or misrepresentation due to his failure to give a valid instruction in accordance with the terms of this Agreement.

20. TERMINATION

- 20.1 Either party may terminate this Agreement at any time by giving at least 30 days' written notice of termination to the other party.
- 20.2 Computershare shall advise the client in writing within three (3) business days of any termination of its participation as a CSD Participant or of it being placed under interim management.
- 20.3 The Client must, following notification of termination of its Participant in terms of Rule 5.7.7, inform the Participants, its trustee, liquidator, curator, judicial manager, administrator or other lawful agent to which Participant the Client's Securities Account shall be transferred within 30 (thirty) calendar days of the clients receiving such notification.

21. NOTICES

- 21.1 The Client chooses the physical address detailed in Part A of this Agreement or such amendment thereto as advised in writing to Computershare from time to time as the address for the receipt of all notices and legal process. Any notice by Computershare to the Client shall, if sent by facsimile or by e-mail, be deemed to have been received by the Client on the day of transmission of the facsimile or e-mail and if sent by post, on the seventh day after posting.
- 21.2 Any notices by Computershare to the Client given either orally or by electronic means shall be deemed to have been received by the Client.
- 21.3 Computershare chooses as the address for the receipt of all notices and legal process 70 Marshall Street, Johannesburg 2001.

22. VARIATION

Any addition to, variation or cancellation of this Agreement shall be communicated to the other party in writing.

23. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the Republic of South Africa.