

- > to administer the services that Computershare provides to the Client and any future agreements that Computershare may have with the Client;
- > to advise the Client of products or services of Computershare;
- > to prevent and detect fraud. Information can be used to prevent crime and trace those responsible; and
- > to carry out statistical analysis and market research; in this connection, Computershare may use the services of a reputable external agency.

The Client may request a Primary Participant to open one or more Segregated Depository Account(s) (SDA); appoint a Secondary Participant; and have one or more Segregated Depository Accounts for his/her/its various holdings with different primary and secondary Participants, provided that the requirements stipulated in the Rules of Strate (Pty) Limited are adhered to.

☐ I/We confirm that I/we would not like to open a SDA.

☐ I/We confirm that I/we would like to open a SDA with Strate with \_\_\_\_\_ as the Primary Participant,  
and \_\_\_\_\_ as the Secondary Participant.<sup>2</sup>

## G SECURITIES LENDING AND BORROWING

**Would you like to lend your securities to Computershare - ☒ YES ☐ NO**

If you have selected **YES** please complete the Global Master Securities Lending Agreement and the GMSLA Schedule which can be downloaded from our website at the following link <https://www-uk.computershare.com/Investor/FormsCatalogue.asp>

I/We, the undersigned person(s) indicated in Part A above have read this entire agreement, inclusive of the terms and conditions below and agree to be bound thereby.

Dated at \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
On behalf of Computershare Proprietary Limited and/or Computershare Nominees (Pty) Ltd

## H. TERMS AND CONDITIONS OF THIS 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 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;

"Bank Account" means the Client's nominated bank account detailed in Part B of this Agreement or as may be amended and advised in writing, or by any other means as may be approved by Computershare from time to time;

"BEE Contract" means the contract prescribed by the JSE as stated in clause 20 of this Agreement and appended hereto as Schedule B;

"BEE Compliant Persons" shall have a meaning as defined in the BEE Contract;

"BEE Securities" means the Securities which are beneficially owned by or registered in the names of Own Name clients which/who are BEE Compliant Persons for a specified period and as fully defined in the BEE Contract;

"Computershare" means Computershare Proprietary Limited (registration number 2000/006082/07);

"CSD" means a Central Securities Depository licensed as such under section 29 of the Financial Markets Act;

"Electronic Communication" means electronic communication as defined in the Electronic Communications and Transactions Act No. 25 of 2002;

"Failed Trade Management" means processes undertaken by the JSE Settlement Authority to deal with Failed Trades.

"Failed Trades" means a Non-failing Party's trade is not settled on settlement date due to the counterparty defaulting on their settlement obligation, where the JSE Settlement Authority is unable to enter into a Securities Lending and Borrowing transaction.

"FMA" means the Financial Markets Act (Act No. 19 of 2012);

"FAIS" means the Financial Advisory and Intermediary Services Act (Act No. 37 of 2002);

"FICA" means the Financial Intelligence Centre Act (Act No. 38 of 2001) and its regulations;

"Insolvency Proceeding" means a judicial or administrative proceeding or both, authorised in or by national legislation or the laws of a country other than the Republic of South Africa, including an interim proceeding, in which the assets and affairs of a person are subject to control or supervision by a court or an Insolvency Administrator for the purpose of re-organisation, business rescue, curatorship or liquidation;

"Issuer" means an issuer of Securities;

"JSE" means the JSE Limited;

"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;

"Participant" means a person authorised by the CSD to perform administration services or settlement services or both in terms of the CSD Rules;

"Primary Participant" means the Participant responsible for administering a Segregated Depository Account, and who will be replaced by a Secondary Participant in the event of an Insolvency Proceeding against such Primary Participant;

"Secondary Participant" means the Participant appointed by a Client to administer a Segregated Depository Account in the event of an Insolvency Proceeding against the Primary Participant;

"Securities" means Securities as defined from time to time in the Financial Markets Act;

"Securities Account" means the account that Computershare will open and maintain, in its records, in the name of the Client, or his designated nominee, in accordance with its standard operating procedures, to record the number or nominal value of the Securities deposited by the Client with Computershare, and to record all transactions and entries made in respect of such Securities;

"Securities Legislation" means the Companies Act (Act No. 71 of 2008) as amended, the Financial Markets Act, the Rules and Directives of the JSE or any other applicable stock exchange and the Rules and Directives of any CSD made under section 30 of the Financial Markets Act;

"Sub-Register" means a record of Uncertificated Securities administered and maintained by a Participant which forms part of the Uncertificated Register of the relevant company; the shares are normally held by a nominee company or in the name of an Own Name Client.

<sup>2</sup> \*It is not compulsory for a client to pre-appoint a Secondary Participant.

“Segregated Depository Account” means an elective account opened in the records of the CSD by the Primary Participant to record the number or nominal value of the Securities deposited by the Client with the Participant, and to record all transactions and entries made in respect of such Securities; This is a designated Central Securities Account opened in the name of the Client and is clearly segregated and distinguishable from the Participant’s Central Securities Account;

Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

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;

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**

Computershare is the holder of a category I, II and III Financial Services Provider licence issued in terms of FAIS and is authorised to render intermediary

services in respect of investment schemes and products as defined in 2.2 below:

Computershare is authorised to execute transactions in accordance with the 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.

2.2.6 Securities and Instruments: Short Term Deposits

2.2.7 Participatory interests in one or more Collective Investment Schemes

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.

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.

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.

## **3 SECURITIES DEPOSITED FOR SAFE CUSTODY**

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.

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.

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**

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**

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 or its duly designated nominee 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”).

Any entry made in a Securities Account shall be made only in accordance with authorising instructions given by the Client and the provisions of the Securities Legislation. Computershare will make the entry in the relevant account of the Client where the Securities are held.

Computershare shall not be obliged to make any entry in a Securities Account unless it conforms to clause 11 of this Agreement.

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.

The Client may in terms of the CSD Rules and Directives:

5.5.1 request a Primary Participant to open one or more Segregated Depository Account(s);

5.5.2 appoint a Secondary Participant;

If the Client elects to open a Segregated Depository Account, the Client will be required to complete a custody and settlement agreement and the Securities will be withdrawn from the Own Name Securities Account.

The Client undertakes to pay all the related costs associated with such transfer and to pay the annual administration fee as notified by Computershare from time to time.

In the event of an Insolvency Proceeding against the Primary Participant, the CSD may take any action as is necessary in accordance with the Act, Rules, Directives and Client mandate.

## **6 SAFEKEEPING OF SECURITIES**

Records of uncertificated Securities held by Computershare shall be kept and maintained in the manner provided for in the Securities Legislation.

Securities held by Computershare shall at all times be held in accordance with Part E of this Agreement.

Computershare shall take reasonable steps to protect Securities held in its custody against theft, loss or destruction.

## **7 RETENTION OF RECORDS**

- 7.1 Computershare will keep the records of this Agreement and related documents as prescribed by the applicable legislation.
- 7.2 The Client agrees that Computershare may, at its absolute discretion, destroy the records and documentation relating to this Agreement after the expiry of the retention period referred to in applicable legislation.
- 7.3 The Client acknowledges and agrees that records and relevant documents shall be considered to be retained by Computershare if copies thereof are scanned and are available in electronic format. 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 by completing the necessary instruction in writing or by any other means as may be approved by Computershare from time to time.
- 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 into the **Computershare Nominees Proprietary Limited - Client Trust Account**, with account number **002 035 731** held at **Standard Bank of South Africa**, branch code **051-001**. The Client acknowledges that it is conversant with his responsibility to provide settlement instructions to Computershare in accordance with the provisions from time to time of the JSE Rules and Directives.
- 8.4 Unless settlement instructions and cleared funds are received by Computershare in accordance with paragraph 8.3, Computershare shall not be under any obligation to confirm settlement to a CSD and the Client shall be liable for any resultant penalties levied by a settlement authority pursuant to any failed trade.
- 8.5 Where there are residual funds from deposits into Computershare's Client Trust account for the purchase of Securities, Computershare will only refund the residual cash balance in the event that the said residual cash balance is more than R50.00 (Fifty Rand).
- 8.6 Computershare shall not be held liable for the loss in transmission of any cheque, document of title, statement or any other document sent through the post to the Client, whether or not it was so sent at the Client's request.
- 8.7 Securities Transfer Tax ("STT") is payable by the purchaser in every instance of a transfer of equities Securities which results in a change of beneficial ownership. Computershare will rely on the instructions of the Client to report, to the South African Revenue Service or any other party entitled to receive the information, instances where STT is payable. Brokers (JSE Members) are responsible for collection of STT in respect of on-market equities transactions. CSD Participants are responsible for collection of STT in respect of off-market equities transactions.
- 8.8 In terms of the of the JSE's Failed Trade Procedures, any Client who has been affected by a trade selected for Failed Trade Management, may lodge a claim in writing, in accordance with Computershare's claims procedure. Detailed information can be found on our website at <http://www.computershare.com/za/Shared%20Documents/Failed-Trade-Management.pdf> or alternatively is available from Computershare offices.
- 8.9 Claims will be dealt with in accordance with the JSE Rules and Directives.
- 8.10 Corporate action claims will be processed in accordance with the Client's election or the default option.

## **9 SECURITIES STATEMENTS**

- 9.1 Computershare shall provide the Client with a statement when there is a change to 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 THE 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.
- 10.5 Computershare may verify information received from the Client against any third party database for verification or security purposes if required.

## **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 25 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. 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.

11.4 The Client hereby irrevocably indemnifies Computershare and holds it harmless from any loss, damages or claim of whatsoever nature arising as a result of Computershare acting on Electronic Communication instructions received from the Client or a duly authorised agent.

11.5 Computershare shall not incur any liability for acting on an instruction, direction or other communication on which Computershare is authorised to rely pursuant to this section or for any delay in delivery or non-delivery or error in transmission.

## **12 VOTING ON BEHALF OF CLIENTS**

12.1 Computershare will only vote on behalf of the Client if a proxy form is received from the Client by the stipulated date and time.

## **13 NOTIFICATION OF CORPORATE EVENTS AND CASH DIVIDENDS**

13.1 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.

13.2 Computershare will send its notification on receipt of the final announcement published by the CSD.

13.3 The Client 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 Client acknowledges that they may not receive pertinent information concerning non-elective events or the payment of dividends.

Dividend information will continue to be published in the local newspapers and on the Stock Exchange News Service (SENS) 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.

## **14 ACCRUALS**

14.1 All cash accruals received in respect of investments, including dividends will be paid into the Client's bank account detailed in Part B of this Agreement or as amended from time to time and in accordance with regulatory requirements.

## **15 INTEREST ON FUNDS DEPOSITED INTO CLIENT TRUST ACCOUNT FOR PURCHASE OF SECURITIES**

15.1 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. The Client may claim interest by lodging a claim in writing, however, only claims for amounts of more than R50.00 (Fifty Rand) will be considered.

## **16 INFORMATION TO BE DISCLOSED BY PRODUCT SUPPLIERS**

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

Information relating to a Client which is obtained by Computershare in the course of its operations will be kept confidential, except to the extent that disclosure is required in terms of a court order or by any law, the information is in the public domain, the information is non-personal, with the prior written consent of the Client or the information must be disclosed to the CSD in terms of the Rules and Directives.

## **17 CHARGES**

17.1 The Client shall pay the fees and charges published from time to time by Computershare and notified to the Client.

17.2 Computershare may increase or vary the charges on 60 days written notice to the Client.

17.3 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.

## **18 INDEMNITY**

18.1 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 valid instructions received from the Client in line with terms and conditions set out in this Agreement.

18.2 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 its failure to give a valid instruction in accordance with the terms of this Agreement.

18.3 Computershare shall be liable under this Agreement only for direct damages incurred by the Client by reason of Computershare's wilful default or negligence but shall not be liable for indirect, special or consequential loss or damages of any kind whatsoever.

## **19 FORCE MAJEURE**

Computershare shall not be responsible for the loss or damage to any Securities or for the failure to fulfill its duties hereunder if such loss, damage

or failure is caused by or directly or indirectly due to war, enemy action, the act of any government or other competent authority, riot, civil disturbance, rebellion, explosion, storm, tempest fire, strike or lock-out (except a strike or lock-out of the employees of Computershare) or any other occurrence or event beyond the reasonable control of Computershare.

## **20 BEE CONTRACT**

- 20.1 Notwithstanding anything to the contrary herein contained, where the Client wishes to transact in BEE Securities, he shall at all times ensure completion of and adherence to the BEE Contract, appended in schedule B. In this regard, the Client hereby agrees to irrevocably indemnify and keep Computershare indemnified against all and any claims, actions, proceedings or demands of whatsoever nature and howsoever so arising which may occur, be brought or be made by any person against Computershare as a result of or connected with or arising out of his failure to complete and/or adhere to the terms of such BEE Contract.
- 20.2 Where applicable, in the event of any conflict between provisions of this Agreement and the BEE Contract, the provisions of BEE Contract shall prevail.

## **21 STRATE RULES**

- 21.1 It is the responsibility of the Client to keep abreast of the Strate Rules and Directives. The latest Strate Rules and Directives are available on its website [www.strate.co.za](http://www.strate.co.za).

## **22 DIVIDENDS TAX**

- 22.1 The Client is solely responsible for and agrees to submit a written declaration if applicable, and to forthwith inform Computershare (a regulated intermediary) in writing should the circumstances of the beneficial owner change.

## **23 TERMINATION**

- 23.1 Either party may terminate this Agreement at any time by giving at least 30 days' written notice of termination to the other party.
- 23.2 Computershare shall publish a notification in the event of termination of its participation as a CSD Participant, the occurrence of an Insolvency Proceeding or of it being placed under interim management in accordance with Strate rule 5.8.7.
- 23.3 The Client must, following the notification by Computershare as contemplated in clause 23.2 above, inform Computershare, its Insolvency Administrator or other lawful agent of the details of the Participant its Securities must be moved to within 30 (thirty) days of the Client receiving such notification.
- 23.4 Where the Client has not provided Computershare with the instruction referred to in clause 23.3 above within 30 (thirty) days of Computershare, its Insolvency Administrator or other lawful agent giving notice to the Client of its termination or the occurrence of an Insolvency Proceeding against Computershare, Computershare, its Insolvency Administrator or other lawful agent shall move the Client's Securities in the Securities Account to another willing Participant, and for such willing Participant's own cost, and advise the Client of the details of the receiving Participant.
- 23.5 After the movement of Securities, the Client may choose to maintain the Securities Account at the new Participant, or instruct such new Participant to move the Securities to another Participant, at the Client's own cost.

## **24 LOSS SHARING**

- 24.1 In the event that an Insolvency Proceeding occurs in respect of Computershare, where Computershare does not hold sufficient Securities, the shortfall in Securities shall be borne in the following sequence:
- 24.1.1 Computershare's own Securities of the same kind, if any, shall first be used to make up for the shortfall in Securities;
- 24.1.2 if after clause 24.1.1 there is still a shortfall in Securities, all Computershare's Clients who hold securities of the same kind collectively in a Central Securities Account shall bear the shortfall in Securities in such Central Securities Account or Securities Account in proportion to the interest allocated to each such Client, at the time immediately preceding the occurrence of an Insolvency Proceeding against Computershare.

## **25 NOTICES**

- 25.1 The Client chooses the physical address detailed in Part A of this Agreement or such amendment thereto as advised 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 Electronic Communication, be deemed to have been received by the Client on the day of transmission of the facsimile or Electronic Communication and if sent by post, on the seventh day after posting.
- 25.2 Any notices by Computershare to the Client given either orally or by electronic means shall be deemed to have been received by the Client.
- 25.3 Computershare chooses as the address for the receipt of all notices and legal process Rosebank Towers 15 Biermann Avenue Rosebank 2196 -, or such address as may be contained in the Companies and Intellectual Property Commission's register as amended from time to time.

## **26 VARIATION**

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

## **27 GOVERNING LAW**

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