

FULL DISCRETIONARY MANDATE FOR THE MANAGEMENT OF INVESTMENTS

(Mandate)

Prepared by GTC (Proprietary) Limited, in terms of the Financial Advisory and Intermediary Services Act

No. 37 of 2002 (**FAIS**)

Authorised Financial Services Provider

FSP NO 731

Initials: _____

FULL DISCRETIONARY INVESTMENT MANAGEMENT MANDATE

ENTERED INTO BETWEEN

GTC (PTY) LTD

(Registration Number: 1996/001488/07)
Authorised Financial Services Provider
FSP NO 731

Street Address The Wanderers Office Park, 52 Corlett Drive, Illovo, 2196
Telephone Number +27 (0) 10 597 6800
Fax Number (086) 629-8371
Email Address info@gtc.co.za or the email address of the relevant GTC person.

(hereinafter referred to as **GTC**)
and

CLIENT DETAILS: Surname: _____
First Name/s: _____

ID Number (or Passport Number) _____
OR
Company/Trust Registration Number _____

Postal Address _____
_____ Code: _____

Residential Address _____

Tel Number (H) Country Code (____) Regional Code (____) _____
Tel Number (W) Country Code (____) Regional Code (____) _____
Fax Number (Confidential) Country Code (____) Regional Code (____) _____
Fax Number (Other) Country Code (____) Regional Code (____) _____
Cell Number Country Code (____) Cell Code (____) _____
Email Address (Confidential) _____
Email Address (Other) _____

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

1. INTERPRETATION OF AND BACKGROUND TO THE MANDATE

1.1. Interpretation

- 1.1.1. In this Mandate, unless the context requires otherwise:
- 1.1.1.1. words importing any one **gender** shall include the other two **genders**;
 - 1.1.1.2. the **singular** shall include the **plural** and *vice versa*;
 - 1.1.1.3. a reference to **natural** persons shall include **created entities** (incorporated or unincorporated) and *vice versa*; and
 - 1.1.1.4. **"Writing"** or **"in writing"** means a written instruction in the form of a signed original handwritten or typewritten document or a facsimile thereof, or an email instruction from the relevant party, from that relevant party's email address as chosen in terms of clause 16 (*Domicilium Citandi Et Executandi*) hereof and **"Written"** shall have the corresponding meaning;
- 1.1.2. The headings in this Mandate have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.

1.2. Background

- 1.2.1. This Mandate authorises GTC to make investment and administrative decisions on a fully discretionary basis within strictly defined and managed parameters as set out herein, on behalf of the Investor in respect of the Investor's monies under the management of GTC, as detailed in **Schedule A** (*List Of Investments Under The Management Of GTC*) attached, together with any other future investments, which will be detailed in the quarterly statement referred to in clause 9.3 (the **"Investments"**).
- 1.2.2. In order to contain costs, streamline the decision-making process within the investment and associated administrative processes in respect of the Investments, the Investor hereby mandates GTC to act autonomously and without further reference to the Investor.
- 1.2.3. GTC is registered as a Financial Services Provider (No.731) with the Financial Services Conduct Authority (**"FSCA"**) in terms of the "Financial Advisory and Intermediary Services Act No. 37 of 2002" (**"FAIS"**). GTC's registration with the FSCA under a discretionary mandate requires that both parties sign this Mandate.
- 1.2.4. FAIS regulates and sets the parameters within which GTC is permitted to operate, within the constraints of a Category One and Category Two License. Furthermore FAIS protects the Investor by, among other things, prescribing that GTC must operate in accordance with this Mandate. The FAIS Act may be viewed on www.fscs.co.za.

2. AUTHORISATION, MANDATE AND CONSENTS

2.1. Authorisation and Mandate

- 2.1.1. The Investor authorises GTC to manage the Investments which may include listed and unlisted securities, unit trusts, collective investment schemes, bonds, cash, deposits, derivatives, and/or other instruments regulated in terms of any other law, including long-term insurance and retirement fund policies.
- 2.1.2. GTC accepts this Mandate and authority, subject to the terms and conditions contained herein.

- 2.1.3. The Investor authorises GTC, in its sole and absolute discretion, to manage, administer and restructure the Investments and the Investor authorises GTC to sign any relevant documentation to implement an investment forming part of the Investments. The Investments may accordingly be managed without prior consultation or further authority from the Investor. GTC is empowered to receive the Investor's funds for investment in a specific bank account opened for the Investor for this purpose.
- 2.1.4. GTC is authorised to appoint appropriate administrators from time to time for the pricing, record keeping, asset and liability matching and ordinary reporting. Such administrators so appointed may differ from those utilised by the Investor at the time of appointing GTC.
- 2.1.5. The Investor authorises GTC from time to time to transfer the administration of the Investment's to an alternative provider subject to there being no material change to operational functionality or costs. GTC shall notify the Investor **in Writing** of such administrative change within 60 (sixty) days of the change being effected. In the event that GTC and any of its nominated administrators or administrative financial service providers revise any administration agreement, the terms of this Mandate shall continue to apply.

2.2. **Consent**

In terms of the Long Term Insurance Act, No. 52 of 1998 ("LTIA"), for the purpose of section 37(2) thereof, the Investor hereby consents to GTC transferring any long term insurance policy the Investor may hold from time to time which forms part of the Investments, to another registered insurer. The Investor acknowledges that disclosures as prescribed by the LTIA as set out in Schedule C (Section 37(2) of the Long-Term Insurance Act, No 52 of 1998) hereto, shall be received by the Investor upon transfer of the relevant contract. Upon receipt of the relevant information, the Investor will have 30 (thirty) days in which to withdraw from the contract in respect of any long term insurance and/or retirement policy by giving Written notice to GTC to such effect.

3. **INVESTMENT OBJECTIVES AND CORRESPONDING RISK LEVELS**

- 3.1. The Investor nominates his primary investment objectives by signing in the appropriate block hereunder.
- 3.2. Any specific requirements and/or restrictions of the Investor shall be committed to this Mandate **in Writing** in the Strategy Definitions box below, failing which it shall be deemed that there are no such specific requirements and/or restrictions.
- 3.3. It should be noted that where portfolios are invested outside of The Republic of South Africa, including but not limited to, investing monies not held in The Republic of South Africa and/or including mechanisms generically referred to as asset swaps, the management and measurement of appropriate investment performance shall be in the internationally denominated currencies, notwithstanding the reporting currency.
- 3.4. In the interests of both tax and administrative efficiencies, all growth orientated investment portfolios structured by GTC are designed to accrue both interest and dividends. Where the Investor has a liquidity/withdrawal requirement, this will be specifically structured from appropriate portfolios.

(Please sign in appropriate block)

3.4.1 Maximise Liquidity / Withdrawals

Signature:

or

3.4.2 Maximise Capital Growth

Signature:

or

3.4.3 Capital Preservation

Signature:

or

3.4.4 Balanced Combination of Withdrawals and Capital Preservation

Signature:

or

3.4.5 Capital Growth with Preservation Bias

Signature:

or

3.4.6 Other Strategy as defined below

Signature:

Strategy Definition:

3.5 Specific Investment Directive

Signature:

Specific Directive:

Notwithstanding all other conditions contained in this Mandate, the specific instruction given to GTC, by the Investor, is to manage the investment placed with GTC in isolation of any other investments or strategy that the Investor may have undertaken elsewhere.

Initials: _____

The Investor fully understands that by this instruction, GTC's sole responsibility is to manage this investment in accordance with the investment objective, risk levels and time horizons as selected by the Investor.

4. **TIME HORIZON**

- 4.1. The Investor nominates his investment time horizon by signing in the appropriate block hereunder.
- 4.2. GTC shall continue to manage the Investments on the basis of a "rolling time horizon", in other words, the Investments will continue to be treated on the basis of the initial time horizon specified by the Investor in this Mandate and GTC shall assume that there is no change in the time horizon for the Investments unless notified to the contrary by the Investor **in Writing**.

(Please sign in appropriate blocks)

4.2.1 Long Term: beyond 5 years

Signature: _____

or

4.2.2 Medium Term: 3 – 5 years

Signature: _____

or

4.2.3 Short Term: 1 – 3 years

Signature: _____

or

4.2.4 Immediate: less than one year

Signature: _____

5. **RISK DISCLOSURE STATEMENT**

- 5.1. The value of the Investments and any income derived there from may fall as well as rise and the Investor may not get back the full, or any part of the amount invested. Furthermore, the performance and risk arising from investing in a foreign investment depends not only on the performance of the underlying investment itself but also on any fluctuations between the Rand and the selected currency of the foreign investment.
- 5.2. A foreign investment may differ, administratively, from its South African equivalent; for example, the time frame required to liquidate a foreign portfolio may be substantially longer due to different structures, banking requirements and administrative complexity for foreign investments. It may be that these Investments may take place through a foreign bank or a foreign investment manager, and it may be that they are not regulated by the FSCA or its equivalent offshore.
- 5.3. The Investor acknowledges that, in relation to any investment structured through SAFEX, such as an investment in futures, options, warrants, or similar instruments, there is a specific risk disclosure statement prescribed by SAFEX which appears in **Schedule B** and which forms an integral part of this Mandate. Signature by the Investor of the Mandate is deemed to be a signature of **Schedule B** as if it were signed directly by the Investor.

- 5.4. It is required that GTC bring to the attention of the Investor, the difference between a Fund of Funds and a Wrap Fund. GTC is authorised in terms of this Mandate to make use of Wrap Funds or Fund of Funds in the management of the Investments and is therefore required by the FSCA to make certain disclosures regarding Wrap Funds and how such funds differ from a Fund of Funds which it does hereunder:

5.4.1. A Fund of Funds is a collective investment scheme, governed by the Collective Investment Schemes Control Act 45 of 2002. A Fund of Funds cannot invest more than 75% of the value of the fund in any one scheme. Furthermore, the Collective Investment Schemes Control Act guarantees the repurchase of participatory interests in the Fund of Funds by the management company.

5.4.2. A Wrap Fund, by contrast, has no limitations on the number of collective investment schemes, which it may include in its portfolio.

The Investment Manager of the wrap fund does not directly guarantee the repurchase of underlying participatory interests, which comprise the wrap fund. However, the administrator of the wrap fund has service level agreements in place with each management company, which in turn guarantees to repurchase the participatory interests of the underlying schemes, which comprise the wrap fund. Any costs specifically applicable to wrap funds, as well as additional information, will be set out in the application form or supplementary documentation addressed to the Investor.

6. REGISTRATION OF INVESTMENTS, PRODUCT CHOICE AND VOTING RIGHTS

- 6.1. As permitted by FAIS, GTC shall be entitled to register the Investments in accordance with one or more of the following structures or products and in the name thereof:

6.1.1. the Investor; or

6.1.2. an approved nominee company nominated by the Investor; or

6.1.3. an approved nominee company of GTC or of an approved nominee company within the group of companies of which GTC forms part; or

6.1.4. a nominee company of a member of a stock exchange and/or a financial exchange through which GTC deals; or

6.1.5. a nominee company of a depository institution or central securities depository referred to in the Securities Services Act, No 36 of 2004, as amended; or

6.1.6. a nominee company of a bank referred to in the Banks Act, No. 94 of 1990; or

6.1.7. the independent custodian of an administrative financial services provider.

To the extent that any nominee company falls under the ambit of the FSCA, it is required to be approved by the FSCA.

- 6.2. GTC may exercise the Investor's vote in any ballot conducted by any collective investment scheme, Management Company, or other fund manager or other responsible entity in so far as such a ballot relates to any of the Investments.

7. RECEIPT OF INVESTMENT FUNDS

- 7.1. The Investor shall pay funds either directly to the administrator, Investment Management Company, or GTC. When utilising GTC, monies must be paid to the nominated account or accounts specifically managed for and on behalf of the Investor, the current details of which are as follows pertaining to South African monies:

Bank: Nedbank
 Branch: Fox Street
 Acc no: 1908 624 353
 Code: 19 08 05
 Acc name: GTC (Pty) Ltd Client Account

- 7.2. GTC will not accept any investment monies into any banking account other than the client account reflected above, nor will it receive any monies whatsoever which are not received through the intermediation of a bank.
- 7.3 In respect of any monies received from a GTC client and paid into the GTC Client Account, a rate equal to the prevailing Nedbank daily call rate will be accrued and invested for or on behalf of the client as part of their portfolio as soon as the investment on behalf of the client is made. Any other cash portfolio utilized by GTC on behalf of a client which earns either interest and/or dividends will be solely for the account of the client after the deduction of the stated fees. Both interest and dividends will be apportioned immediately following accrual and receipt thereof.

8. PAYMENT OF INVESTMENT FUNDS

- 8.1. GTC shall pay monies to the Investor in accordance with any contractual or regulatory obligations arising from a specific investment, or in accordance with specific **Written** instructions from the Investor as the case may be.
- 8.2. No third party payments will be undertaken by GTC on behalf of the Investor, unless the Investor:
- 8.2.1. so instructs GTC **in Writing**;
- 8.2.2. in such **Written** instruction, motivates why the third party payment is to be made; and
- 8.2.3. at the election of GTC, signs a GTC indemnity in terms of which the Investor, *inter alia*, indemnifies and holds GTC harmless for any loss and/or liability arising from such third party payment.
- 8.3. It should be noted that a number of investment institutions will not process third party payments under any circumstances, and in such event, notwithstanding compliance by the Investor with the provisions of clause 8.2, GTC must abide by this practice.

9. INVESTMENT ADVICE AND REPORTING

- 9.1. It is recorded that, based on the instructions GTC received from the Investor as to their financial circumstances and objectives, GTC provided **Written** wealth management advice and recommendations to the Investor prior to the acceptance of this Mandate. The Investor undertakes to notify GTC **in Writing** of any change of its financial circumstances and/or objectives.
- 9.2. GTC undertakes to administer and manage the Investments in accordance with the Investor's investment objectives and time horizon as stipulated in clauses 3 (*Investment Objectives And Corresponding Risk Levels*) and 4 (*Time Horizon*) of this Mandate respectively. In the event of the death of the investor, the conditions of this Mandate shall continue until such time as the final winding up of the Estate.
- 9.3. GTC shall provide the Investor with relevant information regarding the Investments on a regular basis. At present, this is done quarterly in print and/or electronic format and consists of a consolidated investment statement reflecting the original investment amount of the Investments and the prevailing value, the value as at the last quarter, the nature of the Investments, the underwriter, the administrator, the contract number and the reporting currency. It is current practice to include a dedicated newsletter.

GTC reserves the right to change the reporting frequency and communication medium in accordance with changes in communication technology and financial services industry practice.

- 9.4. GTC recognises its commitments and obligations in terms of providing investment advice within the parameters of the wealth management process. However, due to the specific nature of specialised areas of expertise, such as, but not necessarily limited to, tax and estate planning, consultation by the Investor with the relevant experts is required. These auxiliary services shall not be presumed to have been provided by GTC.

Other divisions of GTC may provide these services upon request, in terms of these divisions' standard operating procedures.

10. LIMITATION OF LIABILITY

- 10.1. GTC shall not be liable for any losses, expenses and/or damages which the Investor may suffer, whether 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 fraud or dishonesty on the part of GTC and/or its employees not acting in the course and scope of their employment and the Investor hereby irrevocably waives any claim/s it may have against GTC in this regard.
- 10.2. The Investor acknowledges the principle of the mitigation of loss and the Investor's responsibility to report to GTC any errors, inaccuracies and/or omissions in respect of the Investments. Without derogating from the generality of the foregoing, the Investor is required to advise GTC **in Writing** within 30 (thirty) days of receiving any notification or report, if the Investor disagrees with any aspect thereof and/or whether the Investor believes there to have been any wrongful act, omission or error on the part of GTC or any third party service provider in respect of the management of the Investments. Failing receipt of such **Written** notice within the aforesaid 30 (thirty) day period, the notification or report shall be deemed to be accurate and correct in all respects and there shall further be deemed to have been no wrongful act, omission or error on the part of GTC or any third party service provider in respect of the Investments.
- 10.3. In terms of the Financial Intelligence Centre Act, No. 38 of 2001 (**FICA**), GTC requires certain documentation from the Investor for the purposes of proving the identity of the Investor, or for other purposes under FICA. To the extent that GTC requests and receives such documentation, it does so only for the purposes of FICA and GTC will not be deemed to have read, or have knowledge of the contents of those documents other than for the purposes required under FICA. Any substantive provisions in that documentation that would relate to the proper management of the Investments in terms of this Mandate must be brought separately to the attention of GTC in order for it to properly carry out the terms of this Mandate. GTC accepts no liability for any losses, expenses and/or damages which the Investor may suffer, whether direct, indirect, special or consequential arising from its failure to adhere to a document submitted to it for FICA purposes and GTC will not be deemed to have constructive knowledge of the contents thereof simply by reason of it being submitted to GTC under the FICA requirements.

11. REMUNERATION

- 11.1. The remuneration of GTC, in its capacity as wealth manager shall be:
- 11.1.1. for any future investments, an initial once off structuring fee limited to a maximum of 2,5% of the original investment amount received; and
 - 11.1.2. unless stated otherwise, an annual advisory fee of 1% of the prevailing value of the Investments apportioned throughout the year,
- 11.2. GTC does not participate in any conditional incentive programmes with any service provider.

- 11.3. The percentages comprising the GTC fees detailed above reflect current market practice and may be revised on sixty (60) days prior **Written** notice to the Investor.
- 11.4. GTC adheres to a policy of transparency and full disclosure in respect of fees and processes. Whilst it is incumbent upon GTC to disclose to the Investor all fees charged by GTC as set out above, it is GTC practice also to disclose to the Investor all fees charged by third parties (insofar as they are known to GTC) that render services in respect of the Investments including asset management, administration and statutory charges.
- 11.5. Whilst the total known cost to the Investor, including all third party costs, will always be disclosed, the apportionment thereof may differ depending on the allocation of responsibilities and involvement. The total cost to the Investor, however, shall not exceed the aggregate of the costs set out in this Mandate and the relevant documentation.
- 11.6. GTC has adopted a policy of not earning any commissions. In the event of any commissions being earned, this will be disclosed in the relevant documentation.
- 11.7. All fees charged to the Investor by GTC are deducted periodically from the Investments, either *pro rata*, or in such a manner as may be more financially beneficial to the Investor, as determined by GTC in its sole discretion.

The Investor hereby authorises GTC to recover all fees due and payable from the Investments and/or the assets underlying the Investments from time to time.

- 11.8. The fees referred to are exclusive of VAT.

12. COMMENCEMENT, TERMINATION AND AMENDMENT OF THE MANDATE

- 12.1. This Mandate shall commence in terms of the FAIS regulations, on the date of receipt by GTC of a signed original Mandate.
- 12.2. Either party may terminate this Mandate on 60 (sixty) days **Written** notice to the other.
- 12.3. The Investor acknowledges that there may be contractual investment terms applicable to certain products that form part of the Investments, which endure despite the termination of this Mandate, such as, but not limited to, participation in bespoke GTC portfolios and asset swap capacity. In this event, GTC may continue to earn any relevant fees.
- 12.4. It is recorded that certain Investments, and particularly offshore Investments, may require more than 60 (sixty) days to be realised and/or be repatriated. Whilst GTC will endeavour to meet the specified time constraints, the Investor acknowledges that this may not necessarily be possible and holds GTC harmless against this occurrence.
- 12.5. Upon termination of this Mandate, and at the request of the Investor **in Writing**, GTC shall return to the Investor any certificates, receipts, circulars and notices and/or any other contractually binding documentation relating to the Investments, which are in GTC's possession and which are necessary for the reallocation of the Investments.
- 12.6. This Mandate shall continue in full force and effect in the event of the death of the Investor until such time as the Estate is finally wound up and the assets distributed to the beneficiaries.
- 12.7. This Mandate may be amended by GTC on the provision of 60 (sixty) days prior **Written** notice to the Investor, notwithstanding the prior approval of the FSCA.

13. OTHER LEGISLATION AND REGULATION

- 13.1. It is recorded that GTC has obligations in terms of the following Acts and additional subordinate legislation: Financial Intelligence Centre Act No. 38 of 2001 (**FICA**), Prevention of Organised Crime Act of 2001 (**POCA**), protection of Constitutional Democracy Against Terrorist And Related Activities Act No. 33 of 2004 (**POCDATARA**) and the Policyholder Protection Rules (**PPR**), as housed in the Long Term Insurance Act No. 52 of 1998 (**LTIA**). GTC may have obligations in terms of future and/or subsequent legislation or regulation.
- 13.2. The Investor mandates GTC to sign any documentation necessary to give effect to the implementation of any investment under **PPR**.
- 13.3. The Investor declares that all monies disclosed to GTC (whether invested or not) are not illegitimate funds as contemplated in terms of **FICA**, **POCA** and **POCDATARA** and do not contravene any exchange control regulations.
- 13.4. The Investor acknowledges and understands GTC's reporting obligations in terms of the abovementioned legislation.

14. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

GTC is authorised to assign its rights and obligations, in whole or in part, in terms of this Mandate to any person entitled in law to manage the Investments, provided that it is to another FSCA approved financial services provider.

15. CONFIDENTIALITY

- 15.1. **Confidential Information** shall mean any information, not in the public domain regarding the affairs of the Investor, which comes to the attention of GTC pursuant to its exercise of this Mandate, irrespective of the format thereof.
- 15.2. GTC undertakes not to disclose or make available any **Confidential Information** to any third party whatsoever, other than a regulator, or government body, or unless compelled to do so by law, including but not limited to a court order from a court of competent jurisdiction, without the prior **Written** consent of the Investor,
- 15.3. GTC undertakes that, before **Confidential Information** is disclosed to any of its employees, consultants or professional advisors, such persons employees, consultants or professional advisors shall be advised of GTC's confidentiality obligations.
- 15.4. GTC undertakes not to sell to or allow to be used in anyway by a third party any details of the Investor contained on any of its databases.

16. DOMICILIUM CITANDI ET EXECUTANDI

- 16.1. The parties choose as their *domicilia citandi et executandi* as set out on page 2 for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option).
- 16.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if **in Writing**.
- 16.3. Either party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that party to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number or e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the 5th business day from the receipt of the notice by the addressee.

16.4. Any notice to a party –

- 16.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 10th business day after posting (unless the contrary is proved); or
- 16.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 16.4.3. sent by telefax to its chosen telefax number stipulated in the covering schedule to this Mandate, shall be deemed to have been received on the 2nd business day after the date of despatch (unless the contrary is proved); or
- 16.4.4. sent by e-mail to its chosen e-mail address stipulated in the covering schedule to this Mandate, shall be deemed to have been received on the 2nd business day after the date of despatch (unless the contrary is proved).

17. GOVERNING LAW

This Mandate shall be governed by and interpreted in accordance with the laws of the Republic of South Africa and the parties hereby irrevocably submit to the exclusive jurisdiction of the South African courts.

Schedule A – List of Investments under the Management of GTC

Administrative Company	Contract/Reference Number	Date	Approximate Value

This Schedule A records those Investments taken under GTC's management initially. All Investments shall be reflected on the consolidated investment report prepared by GTC, which is noted as being the revised and current Schedule A recording all Investments managed on behalf of the Investor.

Schedule B – Risk Disclosure Statement as Required by SAFEX to be given by all Members of the Exchange to Clients

1. The risk disclosure statement is made pursuant to the Rules of the Exchange.
2. The risk of loss arising from contracts can be substantial. You should carefully consider whether such investments are suitable for you in the light of your circumstances and financial resources. You should be aware of the following points:
 - 2.1. If the market moves against your position, you may, in a relatively short time, sustain a total loss of the funds placed by way of margin or deposit with your broker. You may be required to deposit a substantial additional sum, at short notice, to maintain your margin balances. If you do not maintain your margin balances your position may be closed out at a loss and you will be liable for any resulting deficit.

- 2.2. Under certain market conditions, it may be difficult or impossible to close out a position. This may occur, for example, where trading is suspended or restricted at times of rapid price movement.
 - 2.3. Where permitted, placing a stop-loss order will not necessarily limit your losses to the intended amounts, for market conditions may make it impossible to execute such orders at the stipulated price.
 - 2.4. A spread or straddle position may be risky as a simple long or short position and can be more complex.
 - 2.5. Markets in contracts can be highly volatile and investments in them carry a substantial risk of loss. The high degree of “gearing” or “leverage” which is often obtainable in trading these contracts stems from the payment of what is a comparatively modest deposit or margin when compared with the overall contract value. As a result, a relatively small market movement can, in addition to achieving substantial gains, where the market moves in your favour, result in substantial losses which may exceed your original investment where there is an equally small movement against you.
 - 2.6. When your broker deals on your behalf, you should do so only in the type of contracts listed on the Exchange. Should you deal in futures contracts not listed on the Exchange, then you do so at your own risk.
 - 2.7. Prior to the commencement of trading, you should require from your broker Written confirmation of all current commission, fees and other transaction charges for which you will be liable.
 - 2.8. Brokers may also be dealers trading for their own account in the same markets as you, in which case their involvement could be contrary to your interests.
 - 2.9. Your broker’s insolvency or that of any brokers involved in your contracts may lead to your positions being closed out without your consent.
 - 2.10. You should carefully consider whether your financial position permits you to participate in a syndicate. Areas of particular concern are:
 - 2.10.1. charges for management, advisory and brokerage fees;
 - 2.10.2. the performance record of the syndicate and for how long it has been operating;
 - 2.10.3. the credibility of management.
 - 2.11. Your broker should explain to you the meaning of the various terms set out herein so that you are fully aware of their significance.
 - 2.12. Your broker is required to disclose and explain to you in terms of the Security Services Act, No 36 of 2004 in respect of unsolicited calls.
 - 2.13. If you have any doubts or concerns regarding the risks in trading financial futures you may contact SAFIA or SAFEX for more detailed information before signing the acknowledgement.
3. This brief statement cannot disclose all risks of investments in financial futures. They are not suitable for many members of the public and you should carefully study such investments before you commit funds to them. They may also have tax consequences and on this you should consult your lawyer, accountant or other tax advisor.

Schedule C – Section 37(2) of the Long Term Insurance Act, No. 52 of 1998

Information from Transferor Insurer	Information from Transferee Insurer
<ul style="list-style-type: none"> ▪ Name of transferor insurer and policy numbers of the nominated policy(ies) substituted ▪ The anniversary date of the original policy issued by the transferor ▪ The amount of the annuity last paid by the transferor prior to the application being received, the date of the payment and the percentage opted as annuity payment of the capital invested at the time. ▪ The actual Rand amount of the full benefit in the investment account or unit values of the compulsory linked annuity policy prior to the substitution. The date on which the value is so determined ▪ The date on which the investment is realised as well as the date on which the transfer of the money is effected. Should the realisation of the investments take place after the consent from the policyholder is received, the policyholder must be informed that the transfer values will be re-calculated as at that other date. The risks involved, namely that the values calculated on the two dates, can differ, must be explained ▪ The actual Rand amount of any fees or penalties levied by the transferor in connection with the substitution. Indicate who will be responsible to pay these expenses. Fees charged for the substitution of such a policy may not be set off against the transfer value of the policy ▪ Where assets are transferred rather than an amount in cash, the assets should be identified to the members as well as the fair value and market value of such assets. The date on which the values of the assets to be transferred are calculated. ▪ The compulsory annuity policy may not be commuted for cash and that the full amount of the investment account should be invested by the transferee insurer ▪ Provide the name of the pension fund of which the policyholder was a member ▪ Any terms and conditions attached to the nominated compulsory annuity policy issued by the transferor, which will be carried across to the transferee. (Such terms and conditions could have been mandated by the rules of the pension fund) ▪ Information on the arrangements between insurers regarding the payment of any annuity payments made after the policyholder consented to the substitution, but prior to the substitution actually taking place. The arrangements regarding the investment return earned over the corresponding period ▪ Tax implication for policy holder with regard to the transfer 	<ul style="list-style-type: none"> ▪ Name of the transferor and policy number of policy issued by transferor ▪ The name of the pension fund of which the policyholder was a member. The anniversary date of the substituted policy shall remain the same as the original policy issued by the transferor insurer ▪ Any terms and conditions attached to the nominated compulsory annuity policy to be transferred from the transferor which will be carried across to the new policy to be issued by transferee. (Such terms and conditions could have been mandated by the rules of the pension fund) ▪ The estimated amount of the transfer value and the date on which it is expected to be paid over by the transferor ▪ The type of annuity purchased from transferee e.g. a compulsory linked annuity policy or a compulsory conventional annuity policy. The nature of the type of policy ▪ The estimated amount of the annuity payable and the date from which it will be paid ▪ The portfolio of investment in the case of the new policy being a compulsory linked annuity policy or the prospects for future growth in the case of the new policy being a compulsory conventional annuity policy ▪ The risks involved, namely that if the actual amount received by the transferee differs from the estimated transfer value, the final amount of the annuity may also differ. ▪ The Rand amount of any commission or other remuneration payable to the intermediary who advises the transferring policyholder, if any. Mention who will be responsible for payment of these expenses. Fees charged for the substitution of such a policy may not be set off against the transfer value of the policy ▪ Information on the arrangements between insurers regarding the payment of any annuity payments made after the policyholder consented to the substitution, but prior to the substitution actually taking place. The arrangements regarding the investment return earned over the corresponding period ▪ Tax implication for policyholder with regard to the substitution

SIGNED by the parties on the following dates and at the following places respectively:

<u>DATE</u>	<u>PLACE</u>	<u>SIGNATURE</u>
		THE INVESTOR (The signatory warrants due authorisation)
		FOR AND ON BEHALF OF GTC (The signatory warrants due authorisation)

Mandate check list

Client Name: _____

Date: _____

Investment Objectives and Corresponding Risk Level

3.4.1	Maximise Liquidity / Withdrawals
3.4.2	Maximise Capital Growth
3.4.3	Capital Preservation
3.4.4	Balanced Combination of Withdrawals and Capital Preservation
3.4.5	Capital Growth with Preservation Bias
3.4.6	Other Strategy as defined below
3.5	Specific Investment Directive

Note: _____

Time Horizon

4.2.1	Long Term	: Beyond 5 Years
4.2.2	Medium Term	: 3 – 5 Years
4.2.3	Short term	: 1 – 3 Years
4.2.4	Immediate	: Less than one year

Note: _____

Fees

11.1.1	Initial fee
11.1.2	Annual advisory fee

Note: _____

Fee authorised by: _____

Wealth manager: _____

Signature: _____