

**DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT ("MANDATE") ENTERED
INTO BETWEEN FIRST WORLD TRADER (PTY) LTD trading as EASYEQUITIES
Registration Number: 1999/021265/07**

(Hereinafter referred to as FWT or the Manager)

AND

The Client

**FOR THE RENDERING OF INTERMEDIARY SERVICES AND THE MANAGEMENT OF A
BUNDLE ON A DISCRETIONARY BASIS.**

CONSERVATIVE INCOME BUNDLES

1. DEFINITIONS

- (1) **Account:** Your EasyEquities account (with corresponding account number) opened in terms of the EasyEquities Terms and Conditions for your Trading with FWT under which all your Trading is recorded and reconciled.
- (2) **Bundle:** A Weighted combination of Issuer Securities held together in a single group with each Issuer Security making up different proportions (ie percentage Weightings) of the total value of that Bundle as designated and managed by FWT according to the General Investment Objectives and the Investment Strategy disclosed to you in terms of clause 3.3 below.
- (3) **Bundle Renewal Fee:** The annual management fee payable each calendar year on the first day of the year in terms of clause 6.4 below, which Fee is payable to FWT for the ongoing management of each Bundle which you hold. The Bundle Renewal Fee will be charged as a percentage of the total Rand value of your investment where such fee will range between 0.5% and 1.5% depending on the Bundle invested in and which Bundle Renewal Fee will be disclosed to you on the EasyEquities Platform whenever you Trade.
- (4) **Business Day:** Any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
- (5) **Client or "you":** Client or "you" means an individual, a minor or a corporate body acting through its authorised users holding an Account and receiving services from us.

- (6) **Client Money:** Money held on your behalf pursuant to the Financial Institutions (Protection of Funds) Act, 2001 and the regulations thereto, from time to time.
- (7) **Contract Note:** A tax invoice issued by us to confirm the details and the terms of your Trade.
- (8) **Cost Profile:** The list of costs which apply to your Account with FWT as published on the Website or otherwise communicated to you that can include, but are not limited to, costs in relation to execution fees, exchange trading fees and data fees (including the data usage fees levied by recognised exchanges), commissions, brokerage fees, derivative trading fees, administration fees or access fees, certain product and/or service fees (including without limitation, basket administration fees, Recurring Investment fees, debit order fees, debit order failure charges, Initial Bundle Fees, Bundle Renewal Fees and any other associated costs) and Account inactivity fees. In accordance with the legal or other payment demands of the South African Revenue Service from time to time, certain costs listed on the Cost Profile may be subject to VAT from time to time and you agree that the decision to charge you such VAT charges is solely the right of FWT, even retrospectively, i.e. where we need to backdate the VAT charges.
- (9) **EasyEquities Platform:** The EasyEquities online trading platform, accessed via our Website or by any other electronic means or devices, using your personal user name and password.
- (10) **EasyEquities Terms and Conditions:** The client agreement, including all the Annexures to the agreement, which you must enter into with FWT in respect of your Trading on the EasyEquities Platform, which agreement is available on our Website.
- (11) **Fact Sheet:** The document available on the EasyEquities Platform which sets out all of the information relevant to a particular Bundle, including without limitation, the list of Issuer Securities which are included in that Bundle and the applicable Weightings.
- (12) **FAIS:** Financial Advisory and Intermediary Services Act, 2002.
- (13) **Fractional Security Rights or FSRs:** Fractional Security Rights means rights, including (without limiting the generality of the foregoing) fractional share rights, issued to you where you do not have enough money to buy a Whole Security, which are issued through a CFD Transaction over an Underlying Reference Instrument as contemplated in the EasyEquities Terms and Conditions.

- (14) **Free Money:** The amount of Client Money reflecting in your Account, which is not being used for a Trade, and which may, amongst other things, be used to pay for your Recurring Investments from time to time.
- (15) **FSP:** Financial Services Provider, as defined in FAIS.
- (16) **FWT, “we” or “us”:** First World Trader Proprietary Limited trading as EasyEquities, a private limited liability company with registration number 1999/021265/07, incorporated in accordance with the company laws of South Africa.
- (17) **FWT Nominees:** First World Trader Nominees (RF) Proprietary Limited, a ring fenced, private, limited liability company with registration number 2013/091397/07, registered in accordance with the company laws of South Africa and approved as a nominee company to hold assets in its name on behalf of clients by the FSB and Strate Limited.
- (18) **FWT Nominees Bank Account:** The separate bank account maintained by FWT Nominees in which Client Money and Free Money is held, the details of which are set out in clause 10.2 of this Mandate.
- (19) **General Bundle Risk Disclosure Statement:** The statement attached hereto as Annexure B setting out the risks generally associated with investing in all types of Bundles.
- (20) **General Investment Objectives:** The general investment objectives applicable to all Bundles which are classified by FWT as Conservative Income Bundles as set out in Annexure A hereto.
- (21) **Initial Bundle Fee:** The once-off payment in advance which you are liable to pay to FWT for the ongoing management of each Bundle you hold, which fee is due and payable in terms of clause 6.3 below when you first invest in a particular Bundle. The Initial Bundle Fee will be charged as a percentage of the total Rand value of your investment where such fee will range between 0.5% and 1.5% depending on the Bundle invested in and which Bundle Renewal Fee will be disclosed to you on the EasyEquities Platform whenever you Trade.
- (22) **Investment Strategy:** The stated investment strategy, guidelines and trading philosophy applicable to each individual Bundle as contemplated in clause 3 below.
- (23) **Issuer Security(ies):** Securities issued by an Issuer or any other financial product that may, from time to time, be Traded, and for purposes of this Mandate,

any other financial product may include, without limitation, a participatory interest in a collective investment scheme.

- (24) **Mandate:** This discretionary investment management agreement entered into between you and FWT in terms of which you authorise FWT to manage your Bundles.
- (25) **Order(s):** An Order is a conditional instruction given to us through the EasyEquities Platform to either buy or sell a certain Rand amount of Whole Securities or a certain number of Whole Securities, or where you do not have enough money to buy one or more Whole Securities, an Order means a conditional instruction given to us through the EasyEquities Platform to open a new or close an existing CFD Transaction. An Order is merely an instruction and is not binding on us. The term "Order" includes an Order to purchase a Basket, an Order to purchase a Bundle, or an Order to place a Recurring Investment.
- (26) **Re-balance/(d)/(cing):** The periodic amendment of a Bundle by FWT by the addition of new or the removal of existing Issuer Securities to or from the Bundle or the amendment of the Weightings assigned to one or more Issuer Securities in the Bundle.
- (27) **Re-balancing Date:** The date on which a Bundle will be Re-balanced as determined by FWT in FWT's sole discretion and disclosed to you on the EasyEquities Platform.
- (28) **Recurring Investments:** A recurring buy Order placed by you via the EasyEquities Platform to buy a pre-determined Rand value of Issuer Securities or any Basket or Bundle of Issuer Securities at multiple future dates and at the frequency and on a day permitted by us, including without limitation, monthly, quarterly or annually.
- (29) **Risk Disclosure Statement:** The document available on the EasyEquities Platform which sets out all of the risks associated with purchasing an individual Bundle, including the risks associated with the Issuer Securities included in that particular Bundle from time to time, including without limitation, the risk profile and risk management policies applicable to that Bundle.
- (30) **Settings Page:** The page on the EasyEquities Platform, which will allow you to, amongst other things:

- (i) block Trades or Recurring Investments in specified Issuer Securities either permanently or for a specified period of time in accordance with the provisions of clause 4.3 and 4.4; and
 - (ii) to amend the standard cost settings which apply by default to your Account and your Orders in accordance with clause 6.6 below.
- (31) **Trade or Trading:** Any transaction confirmed by a Contract Note for the purchase or sale of Whole Securities or to open or close a CFD Transaction, including any Trade or Trading in respect of a Basket, a Bundle or a Recurring Investment.
- (32) **Website:** www.easyequities.co.za or any other U.R.L. owned or controlled by FWT or its Affiliates that connects the public with FWT.
- (33) **Weight or Weighting(s):** That percentage of the total value of the Bundle, which is assigned to each Issuer Security included in that Bundle to determine the proportion which that Issuer Security will make up in the particular Bundle.
- (34) **Whole Security:** One hundred percent of an Issuer Security (including, without limiting the generality of the foregoing, whole shares) purchased or sold through the EasyEquities Platform.

2. AUTHORITY TO MANAGE BUNDLES

- 2.1 In terms of this Mandate you authorise FWT to act as your discretionary investment manager to manage, on an ongoing basis, each Bundle which you purchase on the EasyEquities Platform.
- 2.2 FWT is an authorised Financial Services Provider ("**FSP**") under FAIS and is licensed by the Financial Services Board to provide advice and intermediary services (including on a discretionary basis) in respect of various financial products, with FSP registration number 22588.
- 2.3 FAIS will govern FWT's obligations to you under this Mandate and if there is any conflict between this Mandate and FAIS and/or any applicable FSB regulations, then FAIS and the relevant FSB regulation(s) will prevail.
- 2.4 You must first complete an online registration form on the EasyEquities Platform prior to investing or purchasing a Bundle, and your details completed during this registration will form part of this Mandate.
- 2.5 When you place an Order to buy a managed Bundle on the EasyEquities Platform, your investment in that Bundle will be executed by FWT via the EasyEquities

Platform and for this reason this Mandate must be read together with the EasyEquities Terms and Conditions. In the event of any conflict between the provisions of this Mandate insofar as they relate to the management of Bundles, and a provision of the EasyEquities Terms and Conditions, the provisions of this Mandate insofar as they relate to the management of Bundles, shall prevail.

- 2.6 Once you have invested in a Bundle, FWT will manage that Bundle on your behalf in terms of the authority which you give to FWT in terms of this Mandate.
- 2.7 You may purchase a Bundle on the EasyEquities Platform by placing an ad-hoc once-off Order for a Bundle, or you may place a Recurring Investment for the purchase of Bundles.

3. GENERAL INVESTMENT OBJECTIVES AND INVESTMENT STRATEGY

- 3.1 Each Bundle is made up of a number of different Issuer Securities in different proportions, Weighted according to the General Investment Objectives and the Investment Strategy of each Bundle.
- 3.2 The General Investment Objectives which will apply to all Bundles which are classified by FWT as Conservative Income Bundles, are set out in Annexure A hereto. The General Investment Objectives must be read in conjunction with the specific Investment Strategies of each Bundle which will be disclosed to you in terms of clause 3.3 below.
- 3.3 Each Bundle has a different Investment Strategy. The Investment Strategy of each Bundle will be determined by FWT (in the sole discretion of FWT) and a detailed explanation of the Investment Strategy will be disclosed to you on the EasyEquities Platform when you first purchase a particular Bundle.
- 3.4 You declare that by placing an Order to purchase a Bundle on the EasyEquities Platform you approve of:
- (i) the General Investment Objectives applicable to all Conservative Income Bundles;
 - (ii) the stated Investment Strategies applicable to each individual Bundle;
 - (iii) the trading process, strategies or positions which FWT will use to achieve the General Investment Objectives and the stated Investment Strategies of any particular Bundle; and
 - (iv) the risk profile and risk management policies (as set out in the General Risk Disclosure Statement and the relevant Risk Disclosure Statement of that

particular Bundle.

4. BUNDLE STRUCTURE

- 4.1 When you buy a Bundle on the EasyEquities Platform, all the Issuer Securities which have been selected for that Bundle by FWT will automatically be allocated to your Account and held as a single group of Issuer Securities, with each Issuer Security being held in different proportions. (This means that FWT will assign different Weightings to each Issuer Security in the Bundle). This information will be disclosed to you in the relevant Fact Sheet available on the EasyEquities Platform.
- 4.2 Bundles may only be invested in as a whole, and (subject to clause 4.3 below), you will not be able to amend our selection of Issuer Securities, the Weightings assigned to the Issuer Securities in the Bundle, the Bundle's Investment Strategy, the General Investment Objectives or any other feature of the Bundle whatsoever. You may not sell the Issuer Securities in any Bundle individually, but you may sell the Bundle as a whole by placing a sell Order in respect of that Bundle on the EasyEquities Platform.
- 4.3 You will be permitted to block certain Issuer Securities from your Account by de-selecting (ie blocking) those Issuer Securities on the Settings Page, either for a time period stipulated by you, or indefinitely. Where you have blocked a particular Issuer Security, that Issuer Security will automatically be excluded from any Bundles which you may invest in for a specified time period or indefinitely.
- 4.4 Once you have blocked an Issuer Security you may unblock it at any time, and on the next Re-balancing date, that Issuer Security will be included in the Bundle in accordance with its assigned Weighting, the General Investment Objectives and the particular Bundle's Investment Strategy. Upon the next Re-balancing date following the expiry of the time period specified in clause 4.3 above, that Issuer Security will be included in the Bundle in accordance with its assigned Weighting, the General Investment Objectives and the particular Bundle's Investment Strategy.
- 4.5 You will be issued with Whole Securities and Fractional Security Rights in the Issuer Securities listed in any particular Bundle in accordance with the further provisions of the EasyEquities Terms and Conditions, including without limitation, clause 10 and 11 of the EasyEquities Terms and Conditions i.e. in accordance with the Rand value of the Order which you place in respect of a particular Bundle.
- 4.6 Each Bundle is managed on a discretionary basis by FWT in accordance with the terms of this Mandate. You will hold the title to all of the Issuer Securities contained in your Bundle directly as follows:

- 4.6.1 your Whole Securities will be segregated and held separately from the assets of FWT in safe custody in your name (as the beneficial owner) by an authorised nominee company, which nominee company could be either:
 - 4.6.1.1 FWT Nominees;
 - 4.6.1.2 the authorised nominee company of another FSP; or
 - 4.6.1.3 any other nominee company authorised by the FSB and appointed by FWT in our sole discretion,
- 4.6.2 in respect of your Fractional Securities, you will have a direct contractual claim against FWT (as principal) to perform our obligations to you in respect of any Fractional Securities included in your Bundle; and
- 4.6.3 your Client Money and Free Money will be segregated and held separately from the assets of FWT in the FWT Nominees' Bank Account or in a bank account maintained for this purpose by any other nominee company appointed by FWT in terms of clauses 4.6.1.2 and 4.6.1.3 above;

5. POWER AND AUTHORITY

- 5.1 Subject to the provisions of this Mandate and Applicable Law, you hereby authorise and empower FWT with full authority to administer and manage your Bundle by buying, selling or otherwise dealing with the Issuer Securities contained in your Bundle in FWT's sole discretion. In particular, FWT will have the specific power and authority to:
 - 5.1.1 Re-balance the Bundle from time to time in any manner which FWT deems fit to comply with the General Investment Objectives and Investment Strategy of the Bundle, including by adding new or removing existing Issuer Securities to or from the Bundle, or amending the proportions and percentage Weightings assigned to each Issuer Security in the Bundle;
 - 5.1.2 exercise (on your behalf) any voting rights or other corporate actions associated with the Issuer Securities held in the Bundle in accordance with the provisions of clause 20 of the EasyEquities Terms and Conditions;
 - 5.1.3 use the services of FWT's staff, the staff of any other authorised FSP or any other representative of FWT to assist FWT to perform FWT's obligations under this Mandate;
 - 5.1.4 appoint one or more authorised representatives of FWT (including, without limitation, any other authorised FSP or representative of that FSP) to represent

FWT in the performance of its obligations under this Mandate and to delegate all or any of FWT's powers and authorities in terms of this Mandate to such authorised representative;

- 5.1.5 execute any transactions in respect of the Issuer Securities and/or any particular Bundle in any manner FWT deems fit, including without limitation, on the EasyEquities Platform;
- 5.1.6 deal on any recognised exchange on your behalf in any financial products, including without limitation, in any Issuer Securities or Bundles;
- 5.1.7 pay any costs and expenses for which you are liable including paying to itself the remuneration and other amounts to which it is entitled in terms of this Mandate. Details of fees and charges are included in clause 6 below;
- 5.1.8 if necessary, appoint an administrator to assist FWT with the performance of its obligations under this Mandate;
- 5.1.9 appoint FWT Nominees (or any other authorised nominee company) as custodian for the safe keeping of your financial products, including without limitation, your Issuer Securities, Bundles, Free Money, Client Money and any other assets and investments, which we hold on your behalf;
- 5.1.10 if required, to sell your Bundles or any Issuer Securities included in your Bundles in order to settle any liabilities which you may owe to FWT, including without limitation, under this Mandate. The assets in your Account and all rights that you may have to claim against FWT will be subject to a first, perfected, and prior lien, security interest, and right of set-off and these rights are ceded in security by you in favour of FWT as security for the payment in full of any amounts owing, any indebtedness or any other obligation you may owe to FWT whether in terms of this Mandate or for any other reason; and
- 5.1.11 do whatever shall be necessary or desirable for the due performance of FWT's obligations under this Mandate.

5.2 **Re-balancing of Bundles**

- 5.2.1 All Bundles may be Re-balanced by FWT in our sole discretion from time to time, including without limitation, on a quarterly basis. Any such re-balancing will, as far as is reasonably possible, further the General Investment Objectives and the Investment Strategy of the Bundle and will not deviate significantly from the Bundle's Risk Disclosure Statement or the General Risk Disclosure Statement.

- 5.2.2 Where a Re-balancing is scheduled to take place:
- 5.2.2.1 you will receive a notice prior to such Re-balancing stating the date on which the Re-balancing will take place ("**Re-balancing Date**");
 - 5.2.2.2 where you hold a particular Bundle on the Re-balancing Date, your Bundle will automatically be Re-balanced in accordance with FWT's instructions; and
 - 5.2.2.3 for a period of 3 (three) Business Days after the Re-balancing Date, you will not be permitted to sell the Bundle, as it is envisaged that the re-balancing process will take 3 (three) Business Days to complete.

6. FEES

- 6.1 You will be liable to pay the Initial Bundle Fee, and where applicable, the Bundle Renewal Fee in accordance with the provisions of this clause 6, in respect of each Bundle which you purchase.
- 6.2 Details of the Initial Bundle Fee and the Bundle Renewal Fee and other charges are available on the EasyEquities Platform
- 6.3 The first time you purchase a Bundle, you will be liable to pay FWT the Initial Bundle Fee upfront. The Initial Bundle Fee accrues at the beginning of each calendar year (ie 1 January) and must be paid as a once-off payment in advance for the ongoing management of the Bundle for the rest of that calendar year. Where you invest in a Bundle after 1 January in any given calendar year, the Initial Bundle Fee will be reduced proportionately according to the number of days left in that calendar year.
- 6.4 You will also be liable to pay FWT an annual Bundle Renewal Fee at the beginning of each calendar year, which Bundle Renewal Fee will be due and payable on 1 January each year for the ongoing management of the Bundle for the rest of that calendar year. If you sell any Bundle, this Mandate will, in respect of that Bundle only, terminate and you will not be refunded any Bundle Renewal Fees or Initial Bundle Fees which you have paid to us.
- 6.5 However, if the Bundle Manager stops managing the Bundle at any time during a calendar year for any reason whatsoever, you will be refunded a percentage of the Initial Bundle Fee and/or Bundle Renewal Fee (whichever is applicable) which you have already paid for that calendar year, in proportion to the number of days remaining in that calendar year.

- 6.6 Initial Bundle Fees and Bundle Renewal Fees will be charged over and above the other costs applicable to your Trades as set out in the EasyEquities Terms and Conditions as read together with the Cost Profile.
- 6.7 Your Account and each of your Orders will be subject to the standard cost settings which apply by default to all of our Client's Accounts and Orders. This means that when you place an Order on the EasyEquities Platform, the Rand amount of your Order will by default automatically exclude all costs and charges associated with your Order and you will therefore be liable to pay for these costs over and above the Rand amount of your Order. We may permit you, in our sole discretion to amend the default cost settings applicable to your Account and your Orders on the Settings Page. However, certain costs may in our sole discretion, never be included in the Rand amount of your Order.

7. SOFT COMMISSION

- 7.1 FWT may, subject to compliance with applicable law, earn commissions, incentives, fee reductions or rebates from discretionary and/or administrative financial services providers or suppliers of financial products in respect of Bundles managed under this Mandate.

8. STATEMENTS

- 8.1 You will receive detailed Contract Notes, Fact Sheets, Investment Strategies and Risk Disclosure Statements when you purchase a Bundle on the EasyEquities Platform. You will also receive periodic Re-balancing notifications. All of your statements will be available to you on the EasyEquities Platform and you may request that copies of your statements and documents be sent to your email address of record unless you request (and we agree in writing), that they may be sent by another method.
- 8.2 IT3B and IT3C documents will be sent to you by June each year.
- 8.3 You will also be able to access the documents listed in clause 8.1 and 8.2 above electronically by logging into your Account via the EasyEquities Platform.

9. RISK DISCLOSURE

- 9.1 You hereby expressly acknowledge and confirm that:
- 9.1.1 you are aware of the extent to which FAIS is applicable to the services provided to you by FWT under this Mandate;

- 9.1.2 you understand and are aware of the various risks that are involved in investing in Bundles and the Issuer Securities included in the Bundles, and in dealing therein, and more particularly the risks set out in:
- 9.1.2.1 the General Risk Disclosure Statement; and
- 9.1.2.2 the Risk Disclosure Statements of each Bundle.
- 9.1.3 that may arise from the use of futures and other derivative instruments;
- 9.1.4 that FWT does not guarantee any future performance of any Bundle, or that any Bundle shall retain its value or behave in any particular manner;
- 9.1.5 that you have read and understood the Fact Sheets, General Investment Objectives, Investment Strategy, General Risk Disclosure Statement and each Risk Disclosure Statement applicable to each Bundle, all as disclosed to you on the EasyEquities Platform;
- 9.1.6 that there is an investment risk associated with all Issuer Securities and asset classes, including Bundles which could be made up of foreign Issuer Securities or that are otherwise exposed to underlying foreign Issuer Securities, foreign investments and currency risk;
- 9.1.7 that FWT does not guarantee the repayment of your original investment amount in the Bundle and/or the performance of Bundles, or make any representation concerning either of these matters;
- 9.1.8 that you approve of the General Investment Objectives and the Investment Strategy assigned to each Bundle by FWT, as disclosed to you on the EasyEquities Platform;
- 9.1.9 that you approve of FWT's use of the process to be implemented in the form of trading strategies or positions, risk profile and risk management, as disclosed and stated in the General Risk Disclosure Statement and the Bundle Risk Disclosure Statements;
- 9.2 You hereby state that you accept such risks, which may result in financial loss, and agree that you will not hold FWT liable for any resulting financial loss associated with such risks.
- 9.3 **Exemption, Indemnity and Insurance**
- 9.3.1 FWT shall not be liable for, and you hereby indemnify FWT against, any claims for loss, expense or damage which you may suffer, howsoever such loss, expense or

damage may arise or be suffered, in respect of your investment in any of the Bundles managed by FWT in terms of this Mandate on your behalf.

- 9.3.2 The above indemnity will not extend to any loss, expense or damage which arises as a result of the fraud, dishonesty or negligence of FWT or any director, employee or officer of FWT.
- 9.3.3 FWT shall, to the extent required by the registrar in terms of FAIS, arrange and maintain, at its own expense, insurance cover in respect of any liability which may be incurred by FWT in connection with this Mandate and FWT shall on request from you furnish you with written confirmation of the existence of such insurance cover.
- 9.3.4 The Bundles and the Issuer Securities listed therein are not chosen based on current or perceived future value and FWT does not give any express or implied warranty as to the future performance of the Bundle and/or the Issuer Securities listed therein. As with all securities, the Issuer Securities listed in the Bundle and the Bundle itself may gain or lose value from time to time and there is always the risk that the Issuer Securities in the Bundle could lose all of their value.
- 9.3.5 You acknowledge that all investment decisions are made solely by you. In addition, any information relating to a particular Bundle or the Issuer Securities listed in that Bundle, whether provided by us, an Issuer or any third party will not constitute a recommendation regarding any particular security, transaction, or investment. This means that you make your own choices about investment decisions and even if you rely on information provided on the EasyEquities Platform, we will not be responsible for any losses you suffer because of investments made in the Bundle and/or the Issuer Securities listed in the relevant Bundle.
- 9.3.6 FWT will manage (with full discretion) the Issuer Securities and Weightings within each Bundle. However, in respect of the Orders you place on the EasyEquities Platform to Trade (ie invest in or sell a Bundle), we execute your Orders in accordance with your instructions. You will not be provided with any investment advice, although we may provide you with factual market information from time to time, including without limitation, in the relevant Fact Sheets. You agree and acknowledge that you will rely solely upon your own judgment in all aspects of your Trading with us and that all Orders which you place for any Bundle are placed at your own risk. You warrant and represent that you will not seek recourse against FWT for any claim arising from a change (including a negative depreciation) in the market value of the Bundle or Issuer Securities listed in any Bundle which you may have purchased.

10. GENERAL

10.1 FWT will have full discretion in terms of this Mandate to manage each Bundle according to the General Investment Objectives and the specified Investment Strategies which may include, without limitation, investment in both local and off-shore jurisdictions where applicable.

10.2 All Free Money and Client Money received from you for the purposes of investing in Bundles will be held in a separate bank account maintained by FWT Nominees with bank details as follows:

FWT Nominees Bank Account

Bank: Mercantile Bank Limited

Branch Code: 450-905

Branch Name: Sandton

Account number: 105 0666 909

Account Name: First World Trader

10.3 FWT will make electronic statements available to you on the EasyEquities Platform in accordance with clause 8 above.

10.4 Should you wish to terminate this Mandate, you may do so by selling all of the Bundles which you hold. Such termination will take effect immediately upon the sale of the last Bundle which you hold. By selling a particular Bundle, you will be deemed to have terminated this Mandate insofar as it applies to that Bundle only, with immediate effect. Despite the sale of any Bundle, this Mandate will not terminate and will continue to apply and govern the relationship between us in respect of all of the Bundles which you continue to hold.

10.5 Should FWT cease to manage a particular Bundle in which you have invested for any reason whatsoever, we will give you notice of at least 1 (one) calendar month ("**Termination Notice**") and give you the option to either:

10.5.1 sell your Bundle as a whole; or

10.5.2 receive the Issuer Securities which comprised that Bundle into your EasyEquities Account.

10.6 You must advise FWT of your election within 30 (thirty) Business Days of receipt of the Termination Notice, and if you do not, you will be deemed to have elected the

option set out in clause 10.5.2 above.

- 10.7 Once this Mandate has terminated, and where you have sold your Bundle(s), the proceeds from the sale of your Bundle(s) will be paid into your Account as Free Money.
- 10.8 Where a Termination Notice is served in respect of a Bundle prior to the end of a calendar year, you will be refunded a proportion of any Initial Bundle Fee and/or Bundle Renewal Fee (whichever is applicable) which you have paid in respect of that Bundle for that calendar year.
- 10.9 FWT will, wherever possible avoid a conflict of interest. Where it is not possible to avoid such conflict, same will be disclosed to you, in writing, at the earliest reasonable opportunity. FWT will take all reasonable steps to mitigate any potential situations that may lead to a conflict of interest.
- 10.10 The holdings of offshore investments in certain Bundles (if applicable) are subject to current exchange control regulations imposed by the South African Reserve Bank ("**Excon Regulations**"). You must ensure that all of your Trading with us is conducted in accordance with the Excon Regulations. If applicable, fluctuations or movements in any underlying exchange rates may cause the value of your Bundles to go up or down.
- 10.11 In respect of any equity dividends, cash dividends or rights offers payable to or exercisable by you as a result of your investment in a Bundle, such equity dividends and cash dividends will be paid into your Account as Client Money and any rights offers will be exercisable by you in accordance with the procedures notified to you via the EasyEquities Platform.
- 10.12 Interest earned in respect of your Free Money and Client Money will accrue and be credited to your Account in accordance with the provisions of clause 7.2 of the EasyEquities Terms and Conditions.
- 10.13 FWT affirms that the establishment of any Bundle does not conflict with any Applicable Law, and that in operating and managing the Bundle, it will continuously comply with any Applicable Law that may apply to it.

11. APPLICABLE LAW

- 11.1 The Bundle Manager will act within the regulations of FAIS and all other Applicable Law in performing its obligations under this Mandate.
- 11.2 **Query Support, Middle Office and Complaints**

Ground Floor, Block B

The Offices of Hyde Park

Strouthos Place (off 2nd Road)

Hyde Park

2196

Email: helpme@easyequities.co.za

11.3 **Compliance**

Moonstone Information Refinery (Pty) Ltd

P.O. Box 12662, RSA

Die Boord, Stellenbosch

7613

Telephone: 012 653 6029

SAdsetts@moonstonecompliance.co.za

12. **ACCEPTANCE AND AMENDMENT**

By placing an Order to buy a Bundle on the EasyEquities Platform, and by continuing to engage in any Trading activity in respect of Bundles on the EasyEquities Platform, you agree to be bound by the provisions of this Mandate or to the provisions of any new or amended Mandate that may be published on the EasyEquities Platform from time to time.

GENERAL INVESTMENT OBJECTIVES

1. CONSERVATIVE INCOME BUNDLES

The General Investment Objectives of our Conservative Income Bundles are as follows:

- 1.1 to preserve the capital invested in the relevant Bundle whilst generating high income over a period of one to two years by:
 - 1.1.1 investing between 0% (zero percent) to 30% (thirty percent) of the value of the Bundle in Issuer Securities in property companies and shares in local or foreign companies, including Issuer Securities which in turn invest in property or property companies and shares in local or foreign companies; and
 - 1.1.2 investing between 100% (one hundred percent) to 70% (seventy percent) of the value of the Bundle in Issuer Securities which invest in fixed income financial products, including without limitation, bonds, notes and money market securities, and
 - 1.1.3 to pursue high income returns in the short term at a low investment risk with low capital growth within the following parameters:
 - 1.1.3.1 losses of up to 5% (five percent) may be suffered in any given 6 (six) month period; and
 - 1.1.3.2 returns of only 9% (nine percent) or less may be pursued.

GENERAL RISK DISCLOSURE STATEMENT

You hereby expressly acknowledge and confirm that:

- 1 Bundles may be subject to the following principal types of risks: asset class; commodity; concentration; counterparty; currency; derivatives; dividend; emerging markets; equity securities; fluctuation of yield; foreign securities; geographic; income; industry concentration; inflation-protected securities; interest rate/ maturity risk; issuer; management; market; market trading; natural resources; new funds; non-diversification; passive investment; privatization; small cap stock; tracking error; value investing; and volatility risk;
- 2 where a Bundle is made up of foreign Issuer Securities, there is a risk that any exchange rate fluctuations or controls (where applicable) may affect the applicable exchange rate and result in you incurring a loss of principal when converted into the local currency;
- 3 a Bundle may contain financial instruments that are illiquid, which may require you to sell the Bundle at a loss or to hold the Bundle until you are in a position to sell it when conditions are more favourable;
- 4 you have considered prior to investing in a Bundle whether such investment is suitable to your circumstances and financial needs;
- 5 some of the Issuer Securities in a Bundle may include participatory interests in a Collective Investment Scheme (“**CIS**”) and that CIS’s are generally medium to long term investments;
- 6 the value of the Bundle may go down as well as up and past performance is not necessarily a guide to future performance;
- 7 there may be brokerage commission associated with buying and selling Bundles;
- 8 there may be the use of leverage as well as derivatives instruments which may cause leverage funds to be more volatile and be exposed to price movements;
- 9 Bundles may be terminated early, under certain circumstances as disclosed in clause 6.5 of this Mandate;
- 10 some of the Issuer Securities may trade at a higher or lower price than the Net Asset Value (“**NAV**”) of those Issuer Securities;

- 11 the market price of the Issuer Securities will fluctuate according to the market conditions, general sentiments and other factors;
- 12 there may be tax implications in investing in Bundles, and that you have therefore considered seeking independent tax advice before investing in any Bundles. Different Bundles may have different tax implications and the tax consequences of any Bundle is dependent upon your individual circumstances and may be subject to change in the future. FWT does not provide tax advice and shall not be responsible for notifying you of a change in tax law or practice and you should seek professional advice as to your personal tax situation.

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