



A MEMBER OF THE JOHANNESBURG STOCK EXCHANGE

AGREEMENT OF AGENCY PERTAINING TO MONEY-BROKING TRANSACTIONS

Between

.....
(Lender)

and

Afrifocus Securities (Pty) Ltd

1. Definitions

In this agreement: -

- 1.1 words importing one gender shall include the other gender;
- 1.2 the singular number shall include the plural and vice versa;
- 1.3 agent means stockbroker that contracts money-broking transactions;
- 1.4 bank means –
 - i. any institution registered in terms of the Banks Act, 1990 Act No 94 of 1990 – hereinafter referred to as the Banks Act; or
 - ii. any mutual bank registered in terms of the Mutual Banks Act, 1993 (Act no 124 of 1993);
- 1.5 committee, in relation to the Johannesburg Stock Exchange, means the elected in terms of the rules of the Johannesburg Stock Exchange;
- 1.6 money-broking transaction means the affecting, subject to the provision of paragraph (ff) of the definition of the business of a bank in Section 1 of the Bank Act, of a money lending transaction directly between a lender and a bank borrower –
 - i. through the intermediation of a stockbroker who does not act as a principal to the transaction;
 - ii. in which the funds to be lent in terms of the money-lending transaction are entrusted by the Lender to the stockbroker subject to a written contract of agency that shall contain at least the substance, and be in the form, of this Agreement;
 - iii. the subsequent pooling of the funds entrusted by such a lender to a stockbroker with funds entrusted to such a stockbroker by other Lenders' and
 - iv. the depositing of such pooled funds in either a call or a fixed deposit account with a bank;
 - v. in accordance with, and subject to, conditions published by Notice in the Government Gazette;
- 1.7 unless the context otherwise required, words and expression defined in the Stock Exchange Control Act, 1993 (the Act) as amended, the Rules (Rules) of the Johannesburg Stock Exchange (JSE) and the

Banks Act shall bear the meaning assigned to them therein, and cognate expressions shall be interpreted accordingly.

2. Appointment of Agent

The Lender hereby appoints the Agent as the Lender's agent with the authority on behalf of the lender to enter into money-broking transactions.

3. Acknowledgements and Undertakings by the Agent

3.1 The Agent acknowledges that:

3.1.1 this contract may be terminated at any time at the close of business on the day of receipt of written notice delivered to the Agent by the Lender or by the Agent as contracted on behalf of the lender which contract are still outstanding;

3.1.2 this contract shall ipso facto terminate in any following events:

3.1.2.1 the death of the Lender or the Agent;

3.1.2.2 the sequestration, provisionally or finally, of the estate of Agent if a natural person or partnership of natural persons;

3.1.2.3 the dissolution, for other causes, of a partnership that is the Agent provided that if, after dissolution, the business of the Agent is continued by the new partnership consisting of *inter alia* not less than 50 percent of the partners of the dissolved partnership, this sub clause shall not apply;

3.1.2.4 in the case of the Agent being a corporate, on the granting of a provisional or final order winding up of the corporation;

3.1.2.5 the Agent becoming a defaulter in accordance with the provisions of Sections 8 of the Rules.

3.2 In the event of the contract terminating on any of the grounds set out in 3.1.1 or 3.1.2 (other than the death of the lender), the committee shall be entitled to apply to the money-broking transactions effected by the Agent and still outstanding such of the provisions of the rules as the committee may consider reasonable or desirable, strictly of the rules as the committee may consider reasonable or desirable, strictly limited to the money-broking transactions of the Agent.

3.3 The Agent undertakes:

3.3.1 at all times to act with the utmost good towards the lender;

3.3.2 monthly, in arrear, to deliver, or cause to be delivered, to the lender a statement reflecting, in respect of the preceding month –

3.3.2.1 amounts invested and withdrawn;

3.3.2.2 the dates and terms of investments, including interest rates and payment details;

3.3.2.3 the name(s) of the bank(s) with which the money-broking transaction(s) was/were concluded;

3.3.2.4 the nature of any assets held in safe custody for the lender and the place at which the assets are held; and

3.3.2.5 that a fair and reasonable remuneration has been charged.

3.3.3 to deposit to a call account with a bank, any monies of the lender by the Agent and not committed for the Lender in terms hereof at the time of the close of trade of the Agent's bank.

4. Acknowledgements and Undertakings by the Lender

4.1 The Lender acknowledges that:

- 4.1.1 The Agent is acting as this Agent;
- 4.1.2 he assumes, except in so far as he may in law have a right of recovery against the Agent, all risks connected with the administration by the Agent of the funds entrusted to him by the Lender, as well as the responsibility to ensure that the Agent executes his instructions as recorded in this contract of agency and any amendments thereto concluded in writing by the parties hereto;
- 4.1.3 neither the JSE nor the Agent shall be liable in any way for any of the obligations of the bank with which the Agent has concluded a money-broking transaction of the lender; and
- 4.1.4 he is aware that he the Agent, for the purposes of money-broking transactions only, may pool the Lender's funds with the funds of the lenders represented by the Agent.

4.2 The Lender undertakes that:

- 4.2.1 without the prior written consent of the bank with which the Agent has concluded a money-broking transaction, the Lender will not attempt to withdraw a fixed deposit from such bank before the expiry of the fixed period or final date specified in the deposit;
- 4.2.2 in addition to the Agent's undertaking in terms of 3.3.2 he does not require the Agent to notify him forthwith, of the conclusion with him of such money-broking transaction and any charges in the under mentioned details in money-broking transactions that the Agent has effected on the Lender's behalf; namely-
 - 4.2.2.1 a variation in the bank to which the Lender's money has been loaned;
 - 4.2.2.2 a variation in the rate of interest payable by the bank as borrower of the Lender's loan;
 - 4.2.2.3 details of deposits and withdrawals made by the Agent on behalf of the Lender;
- 4.2.3 he will carefully peruse and consider all statements to be rendered to him pursuant to 3.3.2 above and shall forthwith advise the Agent in writing of any money-broking transaction that he wishes to have withdrawn or terminated as soon as the Agent may lawfully procure such withdrawal or termination; and
- 4.2.4 he will forthwith notify the Agent in writing if there is anything contained in any statement referred to in 4.2.3 that he does not understand or which he believes is incorrect and furthermore, will likewise notify the Agent if he believes is incorrect and, furthermore, will likewise notify the Agent if he does not receive a statement in any month by not later than the 15th day of the month to enable the Agent to ensure delivery to him of the missing statement. If the Lender does not receive a satisfactory explanation from the Agent in reply to the Lender's notification to the Agent, as aforesaid, the Lender shall within a reasonable time advise the General Manager (Administration) of the JSE of such lack of satisfaction and shall at the same time deliver, to the General Manager (Administration) of the JSE, a copy of the relevant statements and correspondence.

5. Remuneration of Agent

In consideration of the service to be rendered by the Agent to the Lender pursuant to this contract, the Lender shall pay to the Agent a fair and reasonable remuneration.

6. Domicilium Citandi et Executandi

- 6.1 Each of the parties hereto chooses *domicilium citandi* for the purposes of this contract and at which notices and processes may be served as follows:

Lender:

ID number/ Co reg. No.

Current occupation

Email:

Current bank acc :

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Address: (Residential)

.....

(Postal).....

.....

Cell No:

Telephone No: Fax no.....

Agent: Afrifocus Securities (Pty) Ltd

Address: P O Box 651972

Benmore

2010

Telephone No: 011 – 290 7800

6.2 Either party hereto may change any of the above details by written notice delivered to the other.

7. Whole Contract

This document contains the sole memorandum of the agreement of agency between the parties. No warranty, representation or terms not contained herein shall be binding on the parties. No modification, amendment or the like or consensual cancellation of this agreement shall be binding unless reduced to writing and signed by or on behalf of the parties.

Signed at on this day of 20..

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Lender (Client)

As witness:

1.

Signed at on this day of 20..

.....
Agent (Afrifocus Securities Pty Ltd)

As witness:

1.