

## PACIFIC CUSTODIANS NOMINEES (RF) PROPRIETARY LIMITED - CUSTODY MANDATE

### 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 Mandate between the Shareholder and PCN.
- Application Process** means the process that must be followed to apply for confirmation from the BEE Verification Agent that a person is an Eligible Person
- Authorised Representative** means the individual appointed and authorised by the Shareholder in accordance with the Trading Terms and Conditions to act on behalf of the Shareholder
- Authorised User** has the meaning given to this term in the Financial Markets Act
- Bank Account** means the Shareholder's nominated bank account as may be amended and advised in writing to PCN from time to time.
- BEE** means black economic empowerment as contemplated in the BEE Act, the BEE Codes and BEE ICT Codes
- BEE Act** means the Broad-Based Black Economic Empowerment Act, 53 of 2003 and any regulations and codes of good practice published thereunder (including the BEE Codes)
- BEE Verification Agent** means a person appointed from time to time by the Issuer to conduct BEE Verification being LIS,
- BEE Verification Call Centre** means the call centre established and operated by the BEE Verification Agent for purposes of providing services related or incidental to the BEE Verification process
- BEE Verification Call Centre Agent** means the person that helps you when you phone the BEE Verification Call Centre
- BEE Codes** means the Broad-Based Black Economic Empowerment Codes of Good Practice gazetted under the BEE Act
- BEE ICT Codes** means the Information and Communication Technology Sector Code published in terms of Section 9(1) of the BEE Act
- BEE Legislation** means each and all of the BEE Act, any codes of good practice and/or any transformation charters issued under sections 9 and/or 12 of the BEE Act applicable to the Issuer, any communications sector legislation and any regulations published under such legislation and any license conditions made pursuant to such legislation from time to time, as applicable to the Issuer and any other charter, law, condition of a material license, regulation or (mandatory or voluntary) practice pursuant to which ownership and/or control by Black People in the Sasol is measured or a requirement relating thereto is imposed on it, or its rights, interests and/or obligations are affected thereby whether directly or through its customers
- BEE Segment** has the meaning given to such term in the Listings Requirements
- BEE Status** means in relation to a Group, the Group's percentage ownership and percentage economic interest by Black People (by shareholding, membership, beneficiary interest or other comparable interest, as the case may be, having regard to the juristic nature of the relevant Group) and the Group's percentage representation by Black People at board or trustee or other similar governing body, as measured under the BEE Legislation and, in relation to a natural person, whether or not that person qualifies as a Black Person
- BEE Verification** the verification of a person by the BEE Verification Agent, which verification must conclude, inter alia, that the person is an Eligible Person, such Eligible Person has been notified of the necessary restrictions, limitations and requirements applicable to such securities from time to time as set out in the Issuer's MOI and the Transaction Agreements, and has agreed to be bound by the provisions thereof and such Eligible Person has accepted the Trading Terms and Conditions and has signed all documents and contracts required in terms of the Trading Terms and Conditions
- BEE Verification Agent** means a person appointed from time to time by the Issuer to conduct BEE Verification
- BEE Verified Persons** any Eligible Person which the Issuer (or its nominee, delegate or agent) has notified as having successfully completed BEE Verification, and whose BEE Verification status has not expired or been withdrawn in accordance with the Trading Terms and Conditions
- Black Company** means an entity that is both a BEE Owned Company and a BEE Controlled Company (as each of such terms is defined in the BEE Codes)
- Black Participant** means individually and collectively (as the context may dictate), Black People, Black Companies and Black Entities, who are eligible to directly and beneficially own Sasol Shares in terms of the provisions of the Relationship Agreement
- Business Day** means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa
- Companies Act** means the Companies Act, 71 of 2008
- CSD** means a central securities depository licensed as such under section 29 of the Financial Markets Act.
- Effective Date** means the date of acceptance of this Agreement;
- FAIS Act** means the Financial Advisory and Intermediary Services Act, 37 of 2002, as amended
- Financial Markets Act** means the Financial Markets Act (Act No.19 of 2012), as amended, and its regulations.
- FICA** means the Financial Intelligence Centre Act, 38 of 2001 (Act No.38 of 2001), as amended, and its regulations.
- Issuer** means an issuer of Securities
- Exchange** means an exchange licensed as such under section 9 of the Financial Markets Act.
- JIS CSDP** means JSE Investor Services CSDP Proprietary Limited, registration number 2011/001308/07, a private company incorporated in accordance with the laws of South Africa
- Listings Requirements** means the Exchange Listings Requirements;
- MOI** means the memorandum of incorporation adopted in terms of the provisions of the Companies Act;
- New Applicants Form** means the Online Application form for Individuals, Minors or Groups in order to be verified as a BEE compliant shareholder.
- Normal Trading Hours** means official trading times set by the Exchange from time to time
- On-Market Transaction** means any sale, purchase or transfer of securities reported through an Authorised User
- Off-Market Transfer** means any sale, purchase or transfer of securities not reported through an Authorised User
- PCN** means Pacific Custodians (Nominees) (RF) Proprietary Limited, registration number 2014/113298/07, a private company incorporated in South Africa, which is a Participant.
- Participant** means a participant as defined in the Financial Markets Act.
- Scheme Rules** means the rules as defined in the Issuer's MOI from time to time
- Securities** means securities as defined in the Financial Markets Act.
- Securities Legislation** means the Companies Act, 71 of 2008 (Act 71 of 2008), as amended, the Financial Markets Act, the rules and directives of the relevant Exchange and the rules, directives, regulations and notices of the relevant CSD (and/or any Acts rules, directives, regulations and notices replacing and/or amending and/or extending these)

**Shareholder** or You means the person contracting with PCN in respect of Custody and Settlement services

**Trading Terms and Conditions** means the agreement entered into between you and LIS in respect of the services rendered by LIS to you relating to the trading of your securities

**Transfer Secretaries** means JSE Investor Services Proprietary Limited, registration number 2000/007239/07, a private company incorporated in accordance with the laws of South Africa.

- 1.2 Any reference to person shall include a reference to an individual, a firm, a trust, an unincorporated association, government or a partnership and that person's legal personal representatives and successors in title;
- 1.3 Any reference to an enactment shall be a reference to that enactment as at the date of the Agreement, as amended from time to time;
- 1.4 Clause headings have been inserted for convenience only and shall not be taken into account in the interpretation of the Agreement;
- 1.5 The rule of construction that the contract shall be interpreted against the party responsible for the drafting of or preparation of this Agreement, shall not apply.

## 2. APPOINTMENT

- 2.1 PCN is authorised to execute transactions in accordance with the Shareholder's instructions relating to the following financial products:
  - Securities and instruments: shares; and
  - Securities and instruments: warrants, certificates and other instruments
- 2.2 Subject to the terms of this Agreement, the Shareholder appoints PCN as its agent, representative, custodian and administrator for the safe keeping and administration of Securities, and for the settlement of transactions in those Securities and to attend to certain incidental matters detailed in this Agreement.
- 2.3 PCN may make use of the services of its staff to execute certain administrative functions in rendering intermediary services to the Shareholder.
- 2.4 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 Shareholder.

## 3. SETTLEMENT OF TRANSACTIONS

- 3.1 The Shareholder shall designate a Bank Account as a settlement account for the purposes of this Agreement. The Bank Account may be amended from time to time by completing the necessary instruction in writing to PCN.
- 3.2 When requested by the Shareholder, PCN shall credit the Bank Account with all proceeds received by PCN in respect of the Securities held in or transacted through the Securities Account (as defined below).
- 3.3 The Shareholder shall ensure that in respect of any purchase of Securities by the Shareholder in respect of which PCN is required to act as settlement agent, the Shareholder shall deposit cleared funds to cover the purchase consideration in the PCN settlements bank account notified to it by PCN before the purchase order is placed.
- 3.4 The Shareholder acknowledges that he/she/it is conversant with his/her/its responsibility to provide settlement instructions to PCN in accordance with the provisions from time to time of the Securities Legislation.
- 3.5 Unless settlement instructions and cleared funds are received by PCN, PCN shall not be under any obligation to confirm settlement to a CSD and the Shareholder shall be liable for any resultant penalties levied by a settlement authority pursuant to any failed trade.
- 3.6 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. PCN will rely on the instructions of the Shareholder to advise the instances where STT is payable. Brokers (exchange members) are responsible for collection of STT in respect of on-market equities transactions. Participants are responsible for collection of STT in respect of off-market equities transactions and such STT will be collected before the off-market transaction can take place.

## 4. SAFEKEEPING OF SECURITIES

- 4.1 Records of uncertificated Securities held by PCN shall be kept and maintained in the manner provided for in the Securities Legislation.
- 4.2 PCN shall take such steps to protect Securities held under custody against theft, loss or destruction as provided for in the Financial Markets Act. These Securities held under are kept separate from the resources of PCN, including in any insolvency proceeding against PCN.

## 5. SECURITIES DEPOSITED FOR SAFE CUSTODY

- 5.1 Securities that PCN may accept on behalf of the Shareholder in accordance with this Agreement shall be Securities of a type and form determined from time to time by PCN and may include either certificated or uncertificated Securities.
- 5.2 PCN 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 Shareholder's title thereto, PCN shall not accept such Security for entry into a Securities Account until such defect has been corrected to the satisfaction of PCN. PCN shall return to the Shareholder any Securities not accepted by PCN in accordance with this Agreement or the Securities Legislation.
- 5.3 The Shareholder warrants to PCN that the Securities deposited for safe custody from time to time will be and remain free from any encumbrance in accordance with the Issuer's MOI.

## 6. RETENTION OF RECORDS

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

## 7. SECURITIES STATEMENTS

- 7.1 PCN shall provide the Shareholder with a statement of holdings twice per calendar year.
- 7.2 Unless an objection is made in writing by the Shareholder 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 Shareholder shall not thereafter be entitled to make any claim against PCN or to any other action in respect thereof.

## 8. SECURITIES ACCOUNT

- 8.1 PCN shall in accordance with its standard operating procedures open and maintain a Securities account(s) in its records in the name of the Shareholder to record the number or nominal value of Securities of each kind deposited by the Shareholder with PCN and to record all transactions and entries made in respect of such Securities (**Securities Account**).
- 8.2 Any entry made in a Securities Account shall be made only in accordance with authenticated instructions given by the Shareholder and the provisions of the Securities Legislation.
- 8.3 PCN shall not give effect to any instruction that will result in a debit balance in respect of any Security held in a Securities Account.

## 9. VERIFICATION OF IDENTITY OF SHAREHOLDER

- 9.1 PCN shall use reasonable endeavours to verify the identity of the Shareholder in terms of section 21 of FICA and the Scheme Rules for restricted schemes.
- 9.2 The Shareholder agrees that PCN 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 Shareholder, the document or identity of the Shareholder is accepted and is subsequently shown to be invalid or incorrect.
- 9.3 The Shareholder acknowledges and agrees that the verification process is a requirement in terms of FICA and the Scheme Rules for restricted schemes and that PCN shall not be liable for the delays that may be caused as a result of the verification process. The Share-

holder accepts risk including the risk of change in the price of the Securities during the verification process. PCN reserves the right to delay taking action on a particular instruction if any further information is required from the Shareholder in order to comply with any legal or regulatory requirements (including FICA and the Scheme Rules for restricted schemes), or to investigate any concerns as to the validity or any other matter relating to the instruction.

- 9.4 The Shareholder hereby indemnifies and agrees to hold PCN harmless against all liability, costs, expense or damage incurred by PCN or its agents arising (whether directly or indirectly) as a result of or in connection with PCN 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 PCN's obligations in terms of this Agreement, except to the extent that such liability, cost, expense or damage arises as a result of PCN's failure to comply with the provisions the preceding clauses under this heading. Notwithstanding anything to the contrary contained in this Agreement, save for Conflicts below, 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.
- 9.5 The Shareholder hereby indemnifies PCN and holds it harmless from any loss, damages or claim of whatsoever nature arising as a result of PCN acting on e-mail / fax / telephonic instructions received from the Shareholder's authorised individuals as advised by the Shareholder in writing.

#### **10. BEE VERIFICATION AGENT**

- 10.1 If, the BEE Verification Agent issues written notice to PCN that you are not an Eligible Shareholder or that the BEE Verification Agent is unable to verify that you are an Eligible Shareholder or that your BEE Verification status has been withdrawn or expired such that you are no longer a Verified Shareholder, you or your Authorised Representative will not be able to log onto the Online Trading Platform or give instructions through the Call Centre. You or your Authorised Representative will also not be able to use the Online Trading Platform to buy securities and all your Orders to Buy and Orders to Sell will be suspended. This suspension will endure until we receive written confirmation from the BEE Verification Agent that you are again a Verified Shareholder.
- 10.2 PCN can stop or suspend your use of the Online Trading Platform if the BEE Verification Agent or the Issuer notifies us that you no longer qualify to as an Eligible Shareholder or a Verified Shareholder. We can only reinstate your access to the Online Trading Platform once the BEE Verification Agent or the Issuer notifies us that you are an Eligible Shareholder or a Verified Shareholder.

#### **11. OFF – MARKET TRANSFERS**

In respect of all Off – Market Transfers, the following rules will apply:

- 11.1 You will be required to give a transfer instruction to PCN (if your securities are held in uncertificated form) or the Transfer Secretary (if your securities are held in certificated form) to transfer your securities to a specific, identified transferee.
- 11.2 PCN or the Transfer Secretary (as the case may be) will need to obtain confirmation from the BEE Verification Agent that the transferee to whom your securities are to be transferred is a BEE Verified Person. If such confirmation is, for whatever reason, not received then PCN or the Transfer Secretary (as the case may be) will not give effect to an Off-Market Transfer.
- 11.3 If the transferee to whom your securities are to be transferred is confirmed as being a BEE Verified Person, then the Off-Market Transfer will be processed.
- 11.4 If the transferee to whom your securities are to be transferred is not already a BEE Verified Person, such transferee must complete the Application Process (if applicable) and complete the BEE Verification process (if applicable)

#### **12. CONFLICT**

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

#### **13. INSTRUCTIONS BY THE SHAREHOLDER**

- 13.1 All instructions given by the Shareholder shall be sent to PCN through the use of the Online Trading platform, via e-mail, to: [yeboyetu@jseinvestorservices.co.za](mailto:yeboyetu@jseinvestorservices.co.za) or through post to the physical address noted below. All instructions shall be sent electronically or in writing, or by any other means as may be approved by PCN from time to time in writing. PCN shall not be obliged to carry out any instruction that does not comply with this Agreement, requirements of FICA, the Securities Legislation or PCN's standard operating procedures.
- 13.2 On each occasion on which an instruction is given, the Shareholder will be regarded as having confirmed that he/she/it has the necessary authority to give the instruction and that such instruction is capable of being implemented. PCN may record telephonic or electronic conversations with the Shareholder and its representatives and the Shareholder agrees that such recordings or transcripts thereof may be used as evidence in any dispute with the Shareholder.
- 13.3 In the event that the Shareholder gives to PCN an instruction to buy or sell Securities on behalf of the Shareholder, 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 PCN, then the Shareholder gives to PCN 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.
- 13.4 PCN shall not make an entry in the Securities Account(s) unless instructed to do so by the Shareholder or the Shareholder's duly authorised agent. Instructions from the Shareholder or its agent may take the form of a standing instruction.
- 13.5 PCN shall incur no liability for acting on any instruction, direction or other communication on which PCN is authorised to rely pursuant to this clause or for any delay in delivery of non-delivery or error in transmission.

#### **14. VOTING ON BEHALF OF SHAREHOLDERS**

- 14.1 PCN will only vote on behalf of the Shareholder if a voting instruction form is received from the Shareholder by PCN by the stipulated date and time.

#### **15. NOTIFICATION OF CORPORATE EVENTS AND CASH DIVIDENDS**

- 15.1 PCN shall notify Shareholders electronically 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. PCN will send a notification of corporate events to the Shareholder on receipt of all announcement published by the CSD.
- 15.2 PCN is not obliged to send such notification to the extent that all the salient details of such non-elective benefits are incorporated in the annual financial statements, interim statements or a shareholder circular by the Issuer and it has been or will be sent directly to the Shareholder by the Issuer.
- 15.3 The Shareholder may elect not to receive notices, reports and circulars, provided that he/she/it understands the implications and consequences of such an election. By choosing not to receive the documentation, the Shareholder acknowledges that they may not receive pertinent information concerning non-elective events or the payment of dividends.
- 15.4 Dividend information will be published in the local newspapers in terms of standard market practice and PCN will send a payment advice/ statement once the payment or corporate action has been processed.
- 15.5 Where fraction payments and fraction entitlements to Securities are relevant, PCN will round fractions in accordance with the terms of the relevant corporate action. If applicable, fractions will only be paid out to the Shareholder after receipt of cleared funds in PCN's bank account(s).

#### **16. INTEREST ON FUNDS DEPOSITED INTO SHAREHOLDER ACCOUNT e.g. FOR PURCHASE OF SECURITIES**

All funds received in respect of trading and corporate events will be paid in accordance with the shareholders instructions and regulatory requirements where there is a valid bank account noted for the shareholder. Unclaimed funds will be held in the PCN bank account until such time that the shareholder updates the securities account and claims the funds. The shareholder will bear account administration costs in relation to his/her unclaimed funds. Interest accrued on positive cash balances will be paid to the shareholder in accordance with the interest rate stipulated on the Fee Schedule. The interest retained by JSE Investor Services CSDP will be utilised for administration costs.

**All unutilized funds in your trading account will be refunded to your Bank account on record after 90 days following the month end.**

## **17. STANDARD OF CARE**

- 17.1 PCN and/or JIS CSDP agree that they shall exercise reasonable care and due diligence when carrying out their duties under this Agreement and that it shall not be subject to any stricter standard of care or more extensive liability than that applicable to the reasonable Participant in the circumstances.
- 17.2 PCN, JIS CSDP and their agents shall not be responsible for the authenticity or validity of title to any securities comprised in the Shareholder's portfolio of securities;
- 17.3 The Shareholder undertakes to retain its rights of recourse against the responsible parties for recovery of losses in respect of incorrect or fraudulent securities which are delivered to PCN.

## **18. WARRANTIES AND REPRESENTATIONS OF THE SHAREHOLDER**

- 18.1 Each party warrants that no regulatory approvals, filings or consents are required in connection with the valid conclusion of this Agreement and that if such was required it has been duly obtained;
- 18.2 Each party warrants that its entry and performance of its obligations under this Agreement will not be in contravention of any internal constitutional documents, statute, writ, order, rule or regulation of any governmental authority applicable to it and/or the jurisdiction under which it exists, any other law or regulation applicable to it, or any other agreement to which it is a party or by which it is bound or to which any of its assets are subject.
- 18.3 The Agreement has been duly and validly authorized and executed and constitute the legal, valid and binding obligations of the parties.

## **19. CHARGES**

- 19.1 The Shareholder shall pay the fees and charges published from time to time by PCN and notified to the Shareholder and/or indicated on the website, [www.yeboyetu.co.za](http://www.yeboyetu.co.za).
- 19.2 The shareholder shall pay transaction fees in accordance with the Trading Terms and Conditions.
- 19.3 PCN may increase or vary the charges on 30 days' written notice to the Shareholder and/or indicated on the PCN website and may thereafter levy such fees or charges.
- 19.4 Notwithstanding anything to the contrary in this Agreement, PCN shall not be obliged to act upon any instruction given by the Shareholder or to deliver to the Shareholder any Securities or monies until all the amounts due and owing by the Shareholder to PCN have been discharged in full.

## **20. BREACH**

Should any of the parties commit a breach of any of the terms of this Agreement, then LIS' Complaints Policy shall come into operation.

## **21. FORCE MAJEURE**

PCN shall not be responsible for the loss of or damage to any Securities or for the failure to fulfill its duties hereunder if such loss, damage or failure shall be 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 PCN) or any other occurrence or event beyond the reasonable control of PCN (**Force Majeure Event**), provided that nothing in this clause shall relieve the PCN from any liability arising directly or indirectly in connection with any break-down or fault in its electronic or telecommunications software or hardware systems.

## **22. VARIATION**

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

## **23. INDEMNITY**

- 23.1 The Shareholder hereby indemnifies and agrees to hold PCN harmless against all liability, costs or expenses incurred by PCN agents in connection with the due and proper performance by PCN of its obligations pursuant to this Agreement.
- 23.2 The Shareholder accepts the risk of loss or damage arising, directly or indirectly, as a result of any failure in, misuse of, or any fraud or misrepresentation due to his/her/its failure to give a valid instruction in accordance with the terms of this Agreement.
- 23.3 PCN shall be liable under this Agreement only for direct damages incurred by the Shareholder by reason of PCN's willful default or gross negligence and except in the case of fraud shall not in any event be liable for indirect, special or consequential loss or damages of any kind whatsoever.
- 23.4 PCN shall have no liability for, and the Shareholder shall hold PCN harmless and shall indemnify it against, any loss it suffers in the event of claims asserted against it by reason of the occurrence of a Force Majeure Event.

## **24. INFORMATION TO BE DISCLOSED BY PCN**

The Shareholder confirms that PCN shall not be required to provide any information other than that required by law. In terms of Section 56 of the Companies Act, 71 of 2008 (Act 71 of 2008), as amended, PCN shall disclose to the issuer and/or the CSD, the identity of the Shareholder and the number and class of Securities held on behalf of the Shareholder.

## **25. GOVERNING LAW**

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

## **26. TERMINATION**

- 26.1 Either party may terminate this Agreement at any time by giving at least 30 calendar days' written notice of termination to the other party.
- 26.2 PCN, its insolvency administrator or other lawful agent shall advise the Shareholder in writing within three (3) business days of any termination of PCN's participation as a Participant or the occurrence of any insolvency proceedings.
- 26.3 The Shareholder must, following notification of termination of PCN as a Participant or the occurrence of any insolvency proceedings, inform PCN, its insolvency administrator or other lawful agent to which other Participant the Shareholder's Securities Account shall be transferred within 30 (thirty) calendar days of the Shareholder receiving such notification.
- 26.4 Where the Shareholder has not provided PCN with such instruction above within 30 (thirty) days of PCN, its Insolvency administrator or other lawful agent giving notice to the Shareholder of its termination or the occurrence of an insolvency proceeding, PCN, its insolvency administrator or other lawful agent shall move the Shareholder's Securities in the Securities Account to another willing Participant, and for such willing Participant's own cost, and advise the Shareholder of the details of the receiving Participant.
- 26.5 After the movement of Securities, the Shareholder 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 Shareholder's own cost.

## **27. NOTICES**

- 27.1 PCN may choose to send you notices either by SMS, e-mail or post.
- 27.2 The Shareholder chooses the physical address provided or such amendment thereto as advised in writing to PCN from time to time as the address for the receipt of all notices and legal process. Any notice by PCN to the Shareholder shall, if sent by e-mail, be deemed to have been received by the Shareholder on the day of transmission of the e-mail and if sent by post, on the seventh day after posting.
- 27.3 Any notices by PCN to the Shareholder given either orally or by electronic means shall be deemed to have been received by the Shareholder.
- 27.4 PCN chooses as the address for the receipt of all notices and legal process One Exchange Square, Gwen Lane, Sandown, Sandton 2196.

## **28. TRADING SERVICES**

The Trading Terms and Conditions are separate from this agreement and can be obtained on the website. The shareholder must acknowledge and consent to the trading terms and conditions prior to trading.

## **29. STRATE RULES**

It is the responsibility of the Shareholder to keep abreast with the Strate Rules, Directives, Regulations and Notices. Please visit [www.strate.co.za](http://www.strate.co.za) to view the Strate Rules.

**30. DIVIDENDS TAX**

The Shareholder is solely responsible for the submission of a written dividends tax declaration, if applicable, and to forthwith inform the withholding agent in writing should the circumstances of the beneficial owner change.

**31. COMPLAINTS**

PCN has a complaints resolution policy in place. Should you have any complaints a copy of the complaint's procedure can be obtained by sending a written request to [complaints@jseinvestorservices.co.za](mailto:complaints@jseinvestorservices.co.za)

**32.** The shareholder hereby consents to personal information being uploaded by the BEE Verification Agent into the "<http://www.ShareHub.co.za>" Centralized BEE Verification Platform database for BEE verification purposes only.

I, the undersigned hereby confirm that I have read this entire agreement and agree to be bound thereby.

Shareholder Name and Surname: \_\_\_\_\_

Shareholder ID / Company Registration  
Number / Trust Identification Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of <b>PACIFIC CUSTODIAN NOMINEES (RF) PTY LTD</b>
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