

Mandate

Memorandum of Agreement made and entered into by and between

EXCEED ASSET MANAGEMENT (PTY) LTD

Registration no. 2003/017798/07
(hereinafter referred to as **the Manager**)

and

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

(ID /Company/ IT number)

WHEREAS

The Manager and Client are obliged in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002 (hereinafter referred to as the FAIS Act) read with paragraph 5 the Code of Conduct for Discretionary Financial Services Providers, published in terms of section 15(1)(a) of the FAIS Act to enter into a written mandate, which mandate must include all terms and conditions, rights and duties of the parties therein.

The Manager and Client wish to record their oral understandings in such written mandate which they hereby do:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

For the purpose of this agreement, the expressions herein shall have the same meaning as in the FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 of 2002, and the COLLECTIVE INVESTMENT SCHEME ACT 45 of 2002, unless the context clearly indicates otherwise.

1. DEFINITIONS:

- 1.1 "Financial product" shall mean a participatory interest in a collective investment scheme.
- 1.2 "FSP" shall mean any person, other than a representative, who as a regular feature of the business of such person—
 - a) furnishes advice; or
 - b) Furnishes advice and renders any intermediary service; or
 - c) Renders an intermediary service
 as defined in the FAIS Act.
- 1.3 "collective investment scheme" means a scheme, in whatever form, including an open-ended investment company, in pursuance of which members of the public are invited or permitted to invest money or other assets in a portfolio, and in terms of which—
 - a) two or more investors contribute money or other assets to and hold a participatory interest in a portfolio of the scheme through shares, units or any other form of participatory interest; and
 - b) the investors share the risk and the benefit of investment in proportion to their participatory interest in a portfolio of a scheme or on any other basis determined in the deed, but not a collective investment scheme authorised by any other Act.
- 1.4 "Administrative FSP" means a FSP, other than a discretionary FS, as defined in paragraph 2.1 (a) of the Code of Conduct for Administrative FSP's, published in Board Notice 79 of 2003 and previously known as Linked Investment Services Providers or LISPS.
- 1.5 "MANCO" means a person who is authorised in terms of the CIS Act to administer a collective investment scheme.
- 1.6 "investment products" means an investment in a collective investment scheme, such as unit trusts directly or via a legal entity of a member of a licensed exchange, and foreign collective investment schemes approved by the Financial Services Board;
- 1.7 "Parties" means all signatories to this agreement.
- 1.8 "Manage" means exercise discretion or implement an investment decision.
- 1.9 "Products" means the following products and relevant categories for which the Manager has approval in terms of the FAIS Act,

Category Description	Advice	Intermediary
CATEGORY I		
Long-Term Insurance : Category A	X	X
Long-Term Insurance : Category B1	X	X
Long-Term Insurance : Category B2	X	X
Long-Term Insurance : Category C	X	X
Retail Pension Benefits	X	X
Pension Funds Benefits (excluding retail)	X	X
Participatory interests in Collective Investment Schemes	X	X
Deposits Defined in the Banks Act - exceeding 12 months	X	X
Deposits defined in the Banks act - 12 months or less	X	X
CATEGORY II - Discretionary FSP		
Participatory interests in Collective Investment Schemes		X

2. AUTHORISATION AND MANDATE

- 2.1 The Client herewith authorises the Manager to act on his/her/its behalf.
- 2.2 The authorisation is given with FULL discretion.
- 2.3 The Client's mandate to the Manager includes:
- 2.3.1 the management of the investment product in accordance with the Client's Risk Profile attached hereto as ANNEXURE A, WHICH SHALL SPECIFICALLY INCLUDE REFERENCE TO ANY OFF-SHORE INVESTMENTS THAT ARE TO BE MADE BY THE MANAGER;
 - 2.3.2 the entering into an agreement on behalf of the Client in accordance with the requirements of any MANCO and/or any ADMINISTRATIVE FSP – please refer to the broker appointment to be signed, attached hereto as ANNEXURE C;
 - 2.3.3 instructing any MANCO and/or ADMINISTRATIVE FSP to deal with the investment product at the Manager's discretion, including the cancellation or variation of existing debit orders;
 - 2.3.4 to vote on behalf of the Client in respect of their investment products.

3. INVESTMENT OBJECTIVES

- 3.1 The client hereby specifically states its main objectives of this mandate:
- Please refer to ANNEXURE A. (Client's Risk Profile & Investment Objectives)
- 3.2 The client confirms that there are no jurisdictional restrictions that apply to the rendering of intermediary services in relation to the investment product involved.

4. ADMINISTRATION OF THE INVESTMENTS

- 4.1 Administrative functions and other intermediary services will be performed by an Approved ADMINISTRATIVE FSP or MANCO (the Administrator(s)), who will register the financial products held on behalf of the Client in the name of _____ or its nominee.
- 4.2 The Client understands that the Client's financial products with the Administrator are subject to the terms and conditions as set out in the relevant application form of the Administrator as well as the standard terms and conditions of the Administrator, and the Client agrees to be bound thereto.

5. OBLIGATIONS AND DUTIES OF THE MANAGER

- 5.1 The Manager shall:
- 5.1.1 Forthwith deposit any monies received in connection with the administration or holding in safe custody of the investment product to which the agreement relates, to the credit of the Client into a NEDBANK CORPORATE SAVER TRUST ACCOUNT, number 1619002310, branch number 720026 held at NEDBANK, Cape Town;
 - 5.1.2 Be remunerated as per ANNEXURE B "Agreed cost structure for investments placed and managed by Exceed Asset Management (Pty) LTD" of this mandate;
 - 5.1.3 Be entitled to receive and retain commissions it receives from time to time from third parties in the ordinary, normal and usual course of transactions of the nature of those involved;
- 5.2 The Manager may alter any charge specified herein after notice in writing of thirty days to the Client;
- 5.3 The Manager shall furnish the Client with a quarterly statement of account which shall comply with paragraph 6

of Board Notice 79 of 2003 or any amendment thereof, showing full details of investment products held on behalf of the Client and income receipts and payments made to the Manager and the Administrator.

5.4 The client will have the following options concerning dividends and interest:

- 5.4.1 Cash accruals including dividends and interest will be reinvested; or
- 5.4.2 Cash accruals including dividends and interest being paid into the client's bank account with the bank details as provided by the client.
- 5.4.3 Cash accruals to be paid to the client shall be paid to the client at the following intervals: _____

Should the client not indicate which option is preferred as stated in 5.4.1 of 5.4.2 above, the dividends and interest will be reinvested.

6. AMENDMENT OF AGREEMENT

Any amendment of any provision of this agreement shall be in writing and shall be by means of a supplementary or new agreement between the Parties, with the exception of the alteration of charges in terms of sub-clause 4.3.

7. TERMINATION OF AGREEMENT

- 7.1 This agreement may be terminated by the Client or by the Manager after notice in writing of not more than sixty calendar days to the other party.
- 7.2 The Manager shall not initiate any market transaction in any investment production behalf of the Client after notice of termination has been received or given by the Manager. It is recorded that any transaction initiated on behalf of the Client prior to receipt of notice of termination shall be completed.
- 7.3 The Manager acknowledges his duty to return all documents of title to the Client on receipt of cancellation and the Manager shall further provide the Client with a detailed final statement of account as provided by the Administrator.
- 7.4 It is clearly understood that should such assets and documents be in the possession of a custodian or nominee company, the Manager shall forthwith issue such instruction to such custodian or nominee to return such assets and documents of title to the Client. On such detailed final statement of account, the Manager shall indicate to the Client that he has forwarded such instruction.

8. RISK TO BE CARRIED BY CLIENT

The Client acknowledges that:

- 8.1 he/she/it has been made aware by the Manager of the risks pertaining to an investment in the investment product regarding market values which fluctuate on a daily basis, capital values which are not guaranteed and the fluctuation of currencies relating to a foreign collective investment scheme. The Manager will exercise its discretion in a *bona fide* manner, but will not be liable to the Client should any anticipated investment returns not materialise.
- 8.2 he/she/it has been made aware that where an investment has a lock-in period (e.g. an endowment) there may be fee penalties as well as a loss of capital if the investment is surrendered early.

9. PROVISION OF INFORMATION

The Manager shall obtain and transmit to a client any information which a relevant product supplier must disclose in terms of any law, unless the client in writing specifically requested the Manager not to provide such information.

10. PROVISION OF STATEMENTS

- 10.1 The Manager shall provide a written report to the Client at request and at regular intervals, which may not exceed 3 (three) months at a time.
- 10.2 The Client hereby consents to the provision of the report through electronic means via e-mail. The e-mail address of the Client to be used for this purpose shall be: _____ .

11. UTILISATION OF STAFF

The Client herewith agrees that the Manager may, in order to render the intermediary service, utilise the services of its own staff or that of another approved FSP.

12. INSIDER TRADING PROHIBITED

The Manager shall not in its capacity as portfolio manager be entitled to, and undertakes not to, take a position against the Client, or to sell for its own account any investment product owned by it to the Client or to buy from the Client any investment product owned by the Client, except if agreed otherwise.

13. REVOCATION OF ANY PREVIOUS MANDATE GIVEN BY CLIENT

The Client hereby revokes the appointment of any previous investment adviser and/or portfolio manager pertaining to the financial product.

14. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby designate as their *domicilium citandi et executandi* for all purposes of this agreement, the following addresses:

14.1 In respect of the Manager:
Parc du Links, No 7 Niblickway, Somerset West, 7130

14.2 In respect of the Client:
_____(street address).

15. TERMINATION OF THE MANAGER'S

It is specifically understood by the Parties that the withdrawal by the Registrar of his approval of the Manager as an Investment Manager will automatically cancel this Mandate without prejudice to the rights and obligations of the Parties. The Manager shall account to the Client forthwith as is accordance with Clause 6 above.

16. EFFECTIVE DATE OF AGREEMENT

This agreement will only become of force and effect on both Parties signing this agreement.

Signed at _____ on this _____ day of _____ 20 ____

(Signature for and on behalf of the Manager)

As witnesses to the Client's signature:

1. _____ 2. _____

Signed at _____ on this _____ day of _____ 20 ____

(Signature of the Client)

As witnesses to the Client's signature:

1. _____ 2. _____

ANNEXURE A

Insinger de Beaufort – Risk Profiler

ANNEXURE B

AGREED COST STRUCTURE FOR INVESTMENTS PLACED AND MANAGED

BY EXCEED ASSET MANAGEMENT (PTY) LTD

Name of client: _____

Name of investment product: 1 _____

2 _____

3 _____

INITIAL FEE

(a non-recurring charge which is expressed as percentage of the investment sum)

On lump sum investment to:

On monthly investment to:

Product supplier in 1 _____% Product supplier in 1 _____%

Product supplier in 2 _____% Product supplier in 2 _____%

Product supplier in 3 _____% Product supplier in 3 _____%

On lump sum investment to EXCEED:

On monthly investment to EXCEED:

for product referred to in 1 _____% for product referred to in 1 _____%

for product referred to in 2 _____% for product referred to in 2 _____%

for product referred to in 3 _____% for product referred to in 3 _____%

FUND MANAGEMENT FEES

(calculated monthly/quarterly as a percentage of investment sum)

On lump sum investment to:

On monthly investment to:

Product supplier in 1 _____% Product supplier in 1 _____%

Product supplier in 2 _____% Product supplier in 2 _____%

Product supplier in 3 _____% Product supplier in 3 _____%

On lump sum investment to EXCEED:

On monthly investment to EXCEED:

for product referred to in 1 _____% for product referred to in 1 _____%

for product referred to in 2 _____% for product referred to in 2 _____%

for product referred to in 3 _____% for product referred to in 3 _____%

UNDERLYING PORTFOLIO ADMINISTRATIVE FSP FEES

(calculated monthly/quarterly as a percentage of investment sum)

On lump sum investment to:

On monthly investment to:

Product supplier in 1 _____% Product supplier in 1 _____%

Product supplier in 2 _____% Product supplier in 2 _____%

Product supplier in 3 _____% Product supplier in 3 _____%

On lump sum investment to EXCEED:	On monthly investment to EXCEED:
for product referred to in 1 _____%	for product referred to in 1 _____%
for product referred to in 2 _____%	for product referred to in 2 _____%
for product referred to in 3 _____%	for product referred to in 3 _____%

The investment manager will not receive commissions, incentives, fee reductions or rebates from an ADMINISTRATIVE FSP, collective investment scheme or member of a licensed exchange for placing funds with them.

IMPORTANT:

- 1. All fees exclude VAT.**
- 2. The client hereby agrees, consents to and authorizes the deduction of all initial fees/charges from the investment amount held in trust by the manager, before the transfer of any funds for investment purposes ONLY when the commissions due and payable are not receivable from the product provider(s).**

Signed at _____ on this _____ day of _____ 20 ____

Signature of client

Signature on behalf of EXCEED ASSET MANAGEMENT
Susanna Petronella van Niekerk
FULL NAME OF SIGNATORY

ANNEXURE C

Broker appointment