

SEGREGATED BANK ACCOUNT MANDATE

THE MANDATE SHALL AS A MINIMUM INCLUDE THE FOLLOWING PROVISIONS

- 1 The Client appoints Khwezi Financial Services (Pty) Ltd to administer the Funds.
- 2 As per legal agreement with Standard Bank, Khwezi Financial Services (Pty) Ltd is appointed as Agent to use Standard Bank TPFA system.
- 3 The Client authorises Khwezi Financial Services (Pty) Ltd to open a TPFA Account in the name of the Client with Standard Bank of South Africa (Pty) Ltd in terms of the TPFA agreement entered between Khwezi Financial Services (Pty) Ltd and Standard Bank of South Africa (Pty) Ltd.
- 4 Khwezi Financial Services (Pty) Ltd has specifically been authorised by the Client in terms of the Mandate to:
 - 4.1 Open, operate, manage and close the TPFA Account. The Client grants Khwezi Financial Services (Pty) Ltd the necessary authority to transact on the TPFA Account on the Client's behalf, subject to the receipt of the Client's written and duly signed instructions;
 - 4.2 Authorise payment of the fees when applicable by the Client to Khwezi Financial Services (Pty) Ltd pertaining to the opening, operation and management of the TPFA Account.
- 5 Standard Bank of South Africa (Pty) Ltd is entitled to act on all instructions given to it by Khwezi Financial Services (Pty) Ltd on behalf of the Client in respect of the TPFA Account.
- 6 The Client acknowledges that it will **not be able** to transact directly at Standard Bank of South Africa (Pty) Ltd branches or head office. All transactions must be addressed to and actioned by Khwezi Financial Services (Pty) Ltd.
- 7 The Client confirms that Khwezi Financial Services (Pty) Ltd acts as the Agent of the Client. The Client assumes, except in so far as there may be a right of recovery against Khwezi Financial Services (Pty) Ltd, all risks connected with the administration of the entrusted Funds by

Khwezi Financial Services (Pty) Ltd, as well as the responsibility to ensure that Khwezi Financial Services (Pty) Ltd executes the instructions as recorded in this Mandate.
- 8 The Client instruct Khwezi Financial Services (Pty) Ltd to make any payments to a third party through Khwezi Financial Services (Pty) Ltd trust account (Standard Bank TBFA account), the Client hereby unconditionally absolves and indemnifies Standard Bank of South Africa (Pty) Ltd and Khwezi Financial Services (Pty) Ltd from

and against all and any loss, damage, costs and expenses which the Client may sustain or incur, either directly or indirectly as a result of Standard Bank of South Africa (Pty) Ltd or Khwezi Financial Services (Pty) Ltd paying any amounts into the bank account of a third party.

9 Furthermore, the Client waives its right to claim for any loss, damage, costs and expenses from Standard Bank of South Africa (Pty) Ltd or Khwezi Financial Services (Pty) Ltd that it may suffer or incur, of whatever nature howsoever arising, because of any negligent acts or omissions by Standard Bank of South Africa (Pty) Ltd, its employees, directors, Khwezi Financial Services (Pty) Ltd or other representatives.

10 Khwezi Financial Services (Pty) Ltd will ensure that strict internal controls and processes are implemented to protect the Client's Funds and Personal Information.

11 The Client acknowledges that:

11.1 Khwezi Financial Services (Pty) Ltd is an accountable institution as defined in FICA. In terms of FICA, Khwezi Financial Services (Pty) Ltd is obliged to collect certain information from the Client which information is aimed at:

11.1.1 Identifying the Client;

11.1.2 Proof of Residence (not older than three months)

11.1.3 knowing details about the transaction; and

11.1.4 keeping records in relation to the above;

11.2 Standard Bank of South Africa (Pty) Ltd as an accountable institution as defined in FICA, relies on Khwezi Financial Services (Pty) Ltd to collect the information referred to in paragraph 11.1;

11.3 Upon termination of the TPFA Account at Standard Bank of South Africa (Pty) Ltd, the Funds to the credit of that TPFA Account will be paid to Khwezi Financial Services (Pty) Ltd and not directly to the Client, save and except in circumstances of the winding-up of Khwezi Financial Services (Pty) Ltd. **In the case of winding-up or liquidation of Khwezi Financial Services (Pty) Ltd, Standard Bank of South Africa (Pty) Ltd will not pay any Funds standing to the credit of the Client over to the liquidator of the insolvent estate of Khwezi Financial Services (Pty) Ltd and in those circumstances, will be entitled to, after having deducted any fees or costs due to Standard Bank of South Africa (Pty) Ltd from such amounts, pay same directly to the Client, to the extent permitted by law;**

- 11.4 Standard Bank of South Africa (Pty) Ltd will have access to the information provided to Khwezi Financial Services (Pty) Ltd for the purposes of the TPFA Product as well as to comply with its obligations in terms of legislation;
- 11.5 the TPFA Account will be operated through the TPFA division of Standard Bank of South Africa (Pty) Ltd and not through any other branch network whatsoever; and
- 11.6 And undertakes that it will advise Standard Bank of South Africa (Pty) Ltd in writing of the termination, variation, amendment or modification of this Mandate or if this Mandate is terminated. In such event Khwezi Financial Services (Pty) Ltd shall immediately pay the Funds standing to the credit of the TPFA Account to the Client, or Standard Bank of South Africa (Pty) Ltd may, to the extent permitted by law, pay the Funds directly to the Client.
- 11.7 Funds can only be paid to the account holder, no third-party payments.
- 12 The Client agrees that Khwezi Financial Services (Pty) Ltd may from time to time charge such reasonable fees for administration of the Funds of the Client through the utilisation of the TPFA Account and such other fees as may be agreed between the Parties and that Standard Bank of South Africa (Pty) Ltd will be entitled, upon receipt of instructions to that effect from
- 13 Khwezi Financial Services (Pty) Ltd for and on behalf of the Client, to debit the TPFA Account with such fees. Khwezi Financial Services (Pty) Ltd will procure that Standard Bank of South Africa (Pty) Ltd separately indicates in all statements the fees so charged by Khwezi Financial Services (Pty) Ltd.
- 14 The Client warrants that:
- 14.1 all information provided to Khwezi Financial Services (Pty) Ltd in terms of this Mandate is true and correct and that insofar as any of the information changes, the Client will immediately advise Khwezi Financial Services (Pty) Ltd thereof in writing; and
- 14.2 The Investments which will form the subject of this Mandate do not emanate from, nor are they the proceeds of any unlawful activity whatsoever.
- 15 The Client consents to Khwezi Financial Services (Pty) Ltd disclosing any communication between the Client and Khwezi Financial Services (Pty) Ltd relating to the TPFA Product to Standard Bank of South Africa (Pty) Ltd and Standard Bank of South Africa (Pty) Ltd shall have the right to intercept, monitor and retain any such communications
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