

Dematerialisation

Shareholders wishing to dematerialise their shares must do so through a Central Securities Depository Participant (CSDP). CSDPs are the only market players who can liaise directly with Strate.

Our transfer secretary (registrar), Link Market Services, is also a CSDP operating under the name Link Investor Services.

The forms provided in this document are for your completion should you wish to dematerialise shares with Link Investor Services only. You may choose to use any CSDP you wish.

Before completing the forms to dematerialise your shares, please ensure that you have read all the information available regarding dematerialisation which can be found on the Mondi Group website on the Shareholder Administration page for Mondi Limited shareholders and Mondi plc shareholders on the South African branch register.

If you have any queries on dematerialisation, please contact CSDP Link Investor Services using the contact details below:

Postal Address	CSDP Link Investor Services PO Box 4844 Johannesburg, 2000 South Africa
Helpline Number	011 713 0800 (<i>if calling from South Africa</i>) +27 11 713 0800 (<i>if calling from outside South Africa</i>)
Email	CSDP@linkmarketservices.co.za

Link Investor Services CSDP Fee Structure

Please note that it is free to dematerialise your shares and for Link Investor Services to hold your shares and dividends in your Link Investor Services Client Account.

To pay the amount held in your Client Account to your bank account there is an Electronic Fund Transfer (EFT) fee of ZAR10.00 (Excl. VAT) for local bank transfers or ZAR133.00 (Excl VAT) plus foreign exchange charges for foreign bank transfers.

For this reason Link Investor Services allow your dividends to accumulate until such time as you instruct them to pay the funds held in your Client Account to your bank account.

It is also free to receive postal statements if you wish. More information can be found on the CSDP Fee Structure table at the end of this document.

How to Dematerialise your Shares

Should you wish to dematerialise your shares with Link Investor Services please send the below completed documents to Link Investor Services at the address above:

1. Custody and Settlement Agreement
2. Private Investors Required Documentation
3. Original Share certificate

It is strongly advised that the documents be sent to Link Investor Services by registered post or courier.

The guidance below is to assist you in completing these forms.

1. Link Investor Services Custody & Settlement Agreement

Please read the Terms and Conditions and ensure that you:

- Complete sections A to F
- Sign the bottom of each page (1-4) where it says 'The Client_____'
- Also, sign and date the bottom of page 4 where it starts 'I, the undersigned...'

NB.

- Do not enter an email address if you wish to receive postal communications
- A South African stockbroker is required for non-South African residents, however, if you do not enter a stockbroker, Link will appoint their stockbroker on your behalf.

2. Private Investors Required Documentation

Along with your Custody and Settlement Agreement, you must send:

- Proof of identity - a copy of your passport certified by a Notary
- Proof of residential address – a copy of a utility bill less than 3 months old certified by a Notary
- Proof of tax number – copy of a document issues by SARS confirming your tax number certified by a Notary OR a signed note confirming if you do not have a tax number in South Africa
- Proof of banking details – a copy of a bank statement less than 3 months old certified by a Notary OR a signed and stamped letter from your bank confirming your banking details OR your bank may stamp the banking details on the Custody & Settlement Agreement to verify your banking details.

A 'certified copy' is a copy of a document which has been certified as being a true, complete and up-to-date copy of the original at a given date. Documents must be certified by a Notary who will certify documents for a small charge. Further information can be found further on in this document.

3. Original share certificate

- The original share certificate for the shares you wish to dematerialise must be surrendered.

A. PERSONAL DETAILS (hereinafter referred to as "the Client")

Surname:

First name(s) in full: Title (Mr/Mrs/Ms/Dr/Prof):

Identity number/Passport number: Tax number if issued:
 (Enclose an original certified copy of your identity document and a document issued by SARS in order to verify your tax number)

FOREIGN ACCOUNT TAX COMPLIANCE ACT ('FATCA') SELF-CERTIFICATION:

Primary Country of Residence for tax purposes:

Are you a citizen or tax resident of any country other than your primary country of tax residence? Yes or No

If you answered 'yes', please provide your tax reference number(s) or tax identification number ("TIN") for that country:

Postal address Physical address (Enclose an original certified copy of a Service Bill not older than 3 months)

Postal code: Postal code:

Telephone: Cell: Telephone: Home: Telephone: Office hours:

Facsimile contact number: e-Mail address:

B. BANKING DETAILS

(Enclose an original certified copy of your Bank Statement or request your Bank to verify your account details by stamping and signing this form – note that the statement must not be older than 3 months)

Account name:

Bank: Branch name:

Branch code: Account number: Type of account (Current / Savings):

Please note that third party banking details cannot be accepted.

The Client authorises LIS and its duly authorised verification agent to verify any personal information as provided above by the Client.

C. NOMINEE DECLARATION

I confirm that I am not acting in the capacity of a nominee intending to hold securities on behalf of a beneficial owner.

Or:

I confirm that I am a nominee and intend to hold securities on behalf of the beneficial owners. (Please provide confirmation of the appropriate regulatory approval).

D. CUSTODY SERVICE SELECTION

Please tick the instruction as to the custody service to be rendered:

I hereby elect that:

Securities held on my behalf must be registered in my own name in any electronic sub-register maintained by Link Investor Services (Pty) Limited using the **Own Name Custody Service and utilising Link's Dealing Routing Service**. I wish to maintain a direct relationship with the issuer.
 Please note that this option is only available to private individual shareholders who are resident in South Africa and are not emigrant holders of securities for purposes of the South African Exchange Control Regulations.

Or:

Securities must be registered in my own name in any electronic sub-register maintained by Link Investor Services (Pty) Limited using the Own Name Custody Service and utilising my own broker for trading purposes. I wish to maintain a direct relationship with the issuer.
 Please note that shareholders who select this option must furnish Link Investor Services (Pty) Limited with the name and contact number of their stockbroker.

E. ISSUER COMMUNICATION

I do not wish to receive any reports from the issuer for securities maintained in terms of this custody mandate. If you select this option, please refer to clause 13 of the terms and conditions overleaf regarding the receipt of information relating to corporate events.

I wish to receive electronic financial and annual reports if available.

F. Segregated Depository Accounts

Under Strate's Rules and Directives, clients may open Segregated Depository Accounts ("SDA") directly with Strate via the primary and secondary participant.

I confirm that I do not want to open a SDA account with Strate; or

I confirm that I wish to open a SDA account with Strate

If you require a SDA please complete below, if not please ignore: (it is not compulsory to appoint a Secondary Participant)

I confirm that Link Investor Services (Pty) Ltd will be my primary participant and _____ will be my secondary participant, or;

I confirm that Link Investor Services (Pty) Ltd will be my secondary participant and _____ will be my primary participant,

The Client _____ (Initial)

In the event of an Insolvency Proceeding against the Primary Participant, the CSD and the Secondary Participant may take such actions as are necessary in accordance with the Act, Rules, Directives and Client mandate.

Please contact Link Investor Services at csdp@linkmarketservices.co.za for a list of documents required for FICA purposes. Note that you will need to submit all required documents with this agreement.

G. TERMS AND CONDITIONS OF CUSTODY AGREEMENT

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 private investor custody and settlement agreement between the Client and Link Investor Services (Pty) Limited (LIS).

"Bank Account" means the Client's nominated bank account detailed in Part B of this Agreement or as may be amended and advised in writing to LIS from time to time.

"BEE Contract" means:

(a) the contract as defined by the JSE in the JSE Rules which Participants, Clients and the persons on whose behalf such Clients hold BEE Securities, as applicable, must conclude; and

(b) any contract prescribed by an Issuer of BEE Securities, which Participant and Issuers must conclude;

"BEE Compliant Person"— as defined in the BEE Contract

"BEE Securities" means the Securities in respect of which the Issuer requires that the beneficial owner is a BEE Compliant Person for a period of time as prescribed by the Issuer;

"Client" means the contracting natural person or juristic person identified in Part A of this Agreement.

"CSD" means a Central Securities Depository licensed as such under section 29 of the Financial Markets Act.

"Financial Markets Act" means the Financial Markets Act (Act No.19 of 2012)

"FAIS" means the Financial Advisory and Intermediary Services Act (Act No. 37 of 2002).

"FICA" means the Financial Intelligence Centre Act, No. 38 of 2001, and its regulations.

"Issuer" means an issuer of securities.

"JSE" means the JSE Limited.

"LIS" means Link Investor Services (Pty) Limited (company registration number 2011/001308/07)

"Nominee" means a person that acts as the registered holder of Securities or an interest in Securities on behalf of other persons;

"Own Name Client" means a client whose own name appears on the sub-register maintained by a Participant as opposed to the shares held by a nominee company.

"Participant" means a person who holds in custody and administers Securities or an interest in Securities and that has been accepted by the Central Securities Depository as a Participant.

"Primary Participant" means the Participant responsible for administering a Segregated Depository Account, and who will be replaced by a Secondary Participant in the event of an insolvency proceeding against such Primary Participant.

"Securities" means securities as defined from time to time in the Financial Markets Act.

"Securities Legislation" means the Companies Act (Act 71 of 2008), as amended, the Financial Markets Act, the Rules and Directives of the JSE or any other applicable stock exchange and the Rules and Directives of any Central Securities Depository made under section 29 of the Financial Markets Act (and/or any Acts, Rules and Directives replacing and/or amending and/or extending these).

"Secondary Participant" means the Participant appointed by a Client to administer a Segregated Depository Account in the event of an Insolvency Proceeding against the primary Participant.

"Segregated Depository Account" means a designated Central Securities Account opened in the name of the Client, administered by a Participant and clearly segregated and distinguishable from Participant Central Securities Account.

"Sub-Register" means a record of uncertificated securities administered and maintained by a Participant which forms part of the main register of the relevant company; the shares are normally held by a nominee company or in the name of an own-name client.

- 1.2 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.
- 1.3 Unless the context clearly indicates a contrary intention, any word connoting any gender includes the other gender, the singular includes the plural and vice versa and natural persons includes artificial persons and *vice versa*.
- 1.4 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa.

2. APPOINTMENT

- 2.1 LIS is authorised to execute transactions in accordance with client's instructions relating to the following financial products:
- 2.1.1 Securities and Instruments: Shares; and
- 2.1.2 Securities and Instruments: Warrants, Certificates and other instruments
- 2.2 Subject to the terms of this Agreement, the Client appoints LIS 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 LIS may make use of the services of its staff to execute certain administrative functions in rendering intermediary services to the Client.

- 2.4 For the purposes of this Agreement, LIS shall be referred to as a Participant and *vice versa*.
- 2.5 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 Client.
- 2.6 For the purposes of this Agreement, LIS will aggregate any instructions received from local clients ("**RSA**") in terms of clause 24.1.14 of these terms and conditions and effect the transaction in the local jurisdiction.

3. SETTLEMENT OF TRANSACTIONS

- 3.1 The Client shall designate a current banking account at a registered bank as a settlement account for the purposes of this Agreement. The Client designates the bank account indicated in Part B of this Agreement as the settlement account. The designated bank account may be amended from time to time by completing the necessary instruction in writing to LIS.
- 3.2 When requested by the client, LIS shall credit the designated bank account with all proceeds received by LIS in respect of the securities held in or transacted through the Securities Account.
- 3.3 Notwithstanding the provisions of 8.2 below, the Client shall ensure that in respect of any purchase of securities by the Client in respect of which LIS is required to act as settlement agent, the Client shall immediately upon acceptance of the purchase order deposit cleared funds to cover the purchase consideration in the **Pacific Custodians Nominees RF Settlements Account**, being account number **1118717910** held at **Nedbank**, branch code **198765**. The Client acknowledges that he is conversant with his responsibility to provide settlement instructions to LIS in accordance with the provisions from time to time of Directive E of the JSE Rules.
- 3.4 Unless settlement instructions and cleared funds are received by LIS in accordance with 3.3 above, LIS shall not be under any obligation to confirm settlement to a central securities depository and the Client shall be liable for any resultant penalties levied by a settlement authority pursuant to any failed trade.
- 3.5 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*. LIS will rely on the instructions of the Client to advise the instances where STT is payable. Brokers (JSE Members) are responsible for collection of STT in respect of on-market equities transactions. CSD Participants are responsible for collection of STT in respect of off-market equities transactions.

4. SAFEKEEPING OF SECURITIES

- 4.1 Records of uncertificated securities held by LIS shall be kept and maintained in the manner provided for in the Securities Legislation.
- 4.2 Securities held by LIS shall at all times be held in accordance with the election detailed in Part D of this Agreement. Any client who elects the own name custody service, utilising LIS dealing routing service, shall be subject to the terms and conditions from time to time under which the Dealing Routing Service is administered, and the Client shall by instructing LIS to register securities using this service agree to and be deemed thereby to agree to such terms and conditions.
- 4.3 LIS shall take such steps to protect securities held under custody against theft, loss or destruction as provided for in the Financial Markets Act.

5. SECURITIES DEPOSITED FOR SAFE CUSTODY

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

6. RETENTION OF RECORDS

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

7. SECURITIES STATEMENTS

LIS shall provide the Client with an electronic statement twice a year. **If you require a monthly statement please tick this box:**

Unless an objection is made in writing by the Client 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 Client shall not thereafter be entitled to make any claim against LIS or to any other action in respect thereof.

8. SECURITIES ACCOUNT

- 8.1 LIS shall in accordance with its standard operating procedures open and maintain a securities account(s) in its records in the name of the Client to record the number or nominal value of securities of each kind deposited by the Client with LIS and to record all transactions and entries made in respect of such securities ("**the Securities Account**").
- 8.2 Any entry made in a Securities Account shall be made only in accordance with authenticated instructions given by the Client and the provisions of the Securities Legislation.

The Client _____ (Initial)

- 8.3 LIS shall not be obliged to make any entry in a Securities Account unless it conforms to 11 below.
- 8.4 LIS 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 CLIENT**
- 9.1 LIS shall use reasonable endeavours to verify the identity of the Client in terms of section 21 of FICA.
- 9.2 The Client agrees that LIS 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 Client, the document or identity of the Client is accepted and is subsequently shown to be invalid or incorrect.
- 9.3 The Client acknowledges and agrees that the verification process is a requirement in terms of FICA and that LIS shall not be liable for the delays that may be caused as a result of the verification process. The Client accepts risk including the risk of change in the share price during the verification process. LIS reserves the right to delay taking action on a particular instruction if any further information is required from the Client in order to comply with any legal or regulatory requirements (including FICA), or to investigate any concerns as to the validity or any other matter relating to the instruction.
- 9.4 The Client hereby indemnifies and agrees to hold LIS harmless against all liability, costs, expense or damage incurred by LIS or its agents arising (whether directly or indirectly) as a result of or in connection with LIS 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 LIS's obligations in terms of this agreement, except to the extent that such liability, cost, expense or damage arises as a result of LIS's failure to comply with the provisions of 9.1 and 9.2 above. Notwithstanding anything to the contrary contained in this agreement, save for 10 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 Client hereby irrevocably indemnifies LIS and holds it harmless from any loss, damages or claim of whatsoever nature arising as a result of LIS acting on e-mail / fax / telephonic instructions received from the Client's authorised individuals as advised by the Client in writing.
- 10. CONFLICT**
- In the event of any conflict between the provisions of this Agreement and the Securities Legislation, the provisions of the Securities Legislation shall prevail.
- 11. INSTRUCTIONS BY THE CLIENT**
- 11.1 All instructions given by the Client shall be sent to LIS at the address set out in 23 below, or via electronic mail, to: CSDP@linkmarketservices.co.za. All instructions shall be sent in writing, or by any other means as may be approved by LIS from time to time in writing. LIS shall not be obliged to carry out any instruction that does not comply with this Agreement, requirements of FICA, the Securities Legislation or LIS's standard operating procedures.
- 11.2 On each occasion on which an instruction is given, the Client will be regarded as having confirmed that he has the necessary authority. LIS may record telephonic or electronic conversations with the Client and its representatives and the Client agrees that such recordings or transcripts thereof may be used as evidence in any dispute with the Client.
- 11.3 In the event that the Client gives to LIS an instruction to buy or sell securities on behalf of the Client, 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 LIS, then the Client gives to LIS 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.
- 11.4 LIS shall not make an entry in the Uncertificated Securities Account(s) unless instructed to do so by the Client or the Client's duly authorised agent. Instructions from the Client or its agent may take the form of a standing instruction.
- 11.5 LIS shall incur no liability for acting on any instruction, direction or other communication on which LIS is authorised to rely pursuant to this 11 or for any delay in delivery of non-delivery or error in transmission.
- 12. VOTING ON BEHALF OF CLIENTS**
- LIS will only vote on behalf of the client if a proxy voting form is received from the client by the stipulated date and time.
- 13. NOTIFICATION OF CORPORATE EVENTS AND CASH DIVIDENDS**
- 13.1 LIS shall notify clients 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.
- 13.2 LIS is not obliged to send such notification as stated in 13.1 above 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 Client by an Issuer.
- 13.3 LIS will send its notification on receipt of all announcement published by the CSD.
- 13.4 Clients may elect not to receive notices, reports and circulars, provided that they understand the implications and consequences of such an election. By choosing not to receive the documentation, the Clients acknowledge that they may not receive pertinent information concerning non-elective events or the payment of dividends.
- 13.5 Dividend information will continue to be published in the local newspapers in terms of standard market practice and LIS will continue to send a payment advice/statement once the payment or corporate action has been processed.
- 14. INTEREST ON FUNDS DEPOSITED INTO CLIENT ACCOUNT e.g. FOR PURCHASE OF SECURITIES**
- Where funds are deposited into LIS's Settlement Account e.g. for the purchase of securities, LIS will retain any interest that accrues to cover administration cost.
- Shareholders may claim interest by lodging a claim in writing, however, only claims for amounts of more than R50.00 (Fifty Rand) will be considered.
- 15. CHARGES**
- 15.1 The Client shall pay the fees and charges published from time to time by LIS and notified to the Client and/or indicated on the LIS website.
- 15.2 LIS may increase or vary the charges on 30 days' written notice to the Client and/or indicated on the LIS website and may thereafter levy such fees or charges.
- 15.3 Notwithstanding anything to the contrary in this Agreement, LIS shall not be obliged to act upon any instruction given by the Client or to deliver to the Client any securities or monies until all the amounts due and owing by the Client to LIS have been discharged in full.
- 16. FORCE MAJEURE**
- LIS 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 LIS) or any other occurrence or event beyond the reasonable control of LIS, provided that nothing in this clause shall relieve the LIS from any liability arising directly or indirectly in connection with any break-down or fault in its electronic or telecommunications software or hardware systems.
- 17. VARIATION**
- Any addition to, variation or cancellation of this Agreement shall be communicated to the other party in writing.
- 18. INDEMNITY**
- 18.1 The Client hereby indemnifies and agrees to hold LIS harmless against all liability, costs or expenses incurred by LIS agents in connection with the due and proper performance by LIS of its obligations pursuant to this Agreement.
- 18.2 The Client 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 failure to give a valid instruction in accordance with the terms of this Agreement.
- 18.3 LIS shall be liable under this agreement only for direct damages incurred by the Client by reason of LIS' willful default or 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.
- 18.4 LIS shall have no liability for, and the client shall hold LIS 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.
- 18.5 The Client indemnifies LIS against any loss and charges arising from any matter other than gross negligence by LIS, including electronic mail.
- 18.6 The Client waives any claim and potential claim against LIS arising from any matter other than gross negligence by LIS, including e-mail.
- 19. ACCRUALS**
- All cash accruals received in respect of investments, including dividends will be paid in accordance with the Client's instructions and regulatory requirements.
- 20. INFORMATION TO BE DISCLOSED BY PRODUCT SUPPLIERS**
- 20.1 The Client confirms that LIS shall not be required to provide any information other than that required by law.
- 20.2 In terms of Section 56 of the Companies Act (Act 71 of 2008), as amended, LIS shall disclose to the issuer and/or the CSD, the identity of the Client and the number and class of Securities held on behalf of the Client.
- 21. GOVERNING LAW**
- This Agreement shall be construed in accordance with the laws of the Republic of South Africa.
- 22. TERMINATION**
- 22.1 Either party may terminate this Agreement at any time by giving at least 30 days' written notice of termination to the other party.
- 22.2 LIS shall advise the client in writing within three (3) business days of any termination of its participation as a CSD Participant or of it being placed under interim management.
- 22.3 The Client must, following notification of termination of its Participant in terms of Strate Rule 5.7.7, inform the Participant, its trustee, liquidator, curator, judicial manager, administrator or other lawful agent to which Participant the Client's Securities Account shall be transferred within 30 (thirty) calendar days of the clients receiving such notification.
- 23. NOTICES**
- 23.1 The Client chooses the physical address detailed in Part A of this Agreement or such amendment thereto as advised in writing to LIS from time to time as the address for the receipt of all notices and legal process. Any notice by LIS to the Client shall, if sent by facsimile or by e-mail, be deemed to have been received by the Client on the day of transmission of the facsimile or e-mail and if sent by post, on the seventh day after posting.
- 23.2 Any notices by LIS to the Client given either orally or by electronic means shall be deemed to have been received by the Client.
- 23.3 LIS chooses as the address for the receipt of all notices and legal process 13th Floor, Rennie House, 19 Ameshoff Street, Braamfontein 2001.

24. DEALING ROUTING SERVICE

- 24.1 By submitting any instruction to transact in securities using the LIS Dealing Routing Service ("dealing service") the Client agrees to the following provisions:
- 24.1.1 The Client may only give instructions to transact in any security by means of the telephonic service when operational. Instructions will also be accepted by way of fax, electronic mail, and photocopied forms. LIS reserves the right to alter the times that the telephonic service is available.
- 24.1.2 LIS will not carry out any instruction to transact securities on behalf of the Client unless it is satisfied that the Client has been recorded as the owner of the securities in LIS's records.
- 24.1.3 The Client may only use the dealing service if his securities are or will be registered in the South African sub-register maintained and operated by LIS.
- 24.1.4 A Client's purchase order instruction will only be accepted and acted upon after cleared funds to cover the purchase and all related fees and charges, have been received in the Link Investor Services Clients Settlements bank account.
- 24.1.5 LIS will endeavour to inform the Client if an instruction given by the Client will not be carried out unless LIS has good reason for not doing so. LIS will not be liable for refusing to carry out any instruction if it has good reason for not doing so.
- 24.1.6 Any instruction submitted by another person on behalf of the Client should not be recognised unless an original power of attorney or other appropriate authority (or a complete copy thereof certified by a Commissioner of Oaths) has been received and accepted by LIS.
- 24.1.7 All instructions given by the Client to the dealing service are irrevocable and shall be dealt with on the business day immediately following the business day on which they were received and failing that as soon as reasonably possible thereafter.
- 24.1.8 In the event that LIS's nominated stockbroker is unable to process the entire trade due to there being insufficient buyers or sellers in the market, the balance of the trade will be kept pending by the broker for a 30 day period in terms of standard market practice.
- 24.1.9 LIS will thereafter endeavour to notify the Client of the status of the trade and the Client shall upon receipt of LIS's notification provide a replacement instruction or cancel the balance of the trade.
- 24.1.10 No limit order or raise order will be accepted by LIS. The Client acknowledges that prices may fluctuate from the time the instruction is given until the time that the transaction is executed.
- By submitting an instruction to LIS to arrange to sell any security on his behalf, the Client warrants that:
 - he has not sold or purported to sell the securities or the interest in any security to any third party;
 - the securities will be sold free from all liens, charges or other third party rights or any encumbrance of any kind;
 - he is entitled to sell the securities;
 - the sale will not constitute a breach by the Client of any applicable laws and regulations; and
 - he is not a minor, or if he is a minor, that he is properly assisted by a parent or court appointed guardian.
- 24.1.11 The Client irrevocably undertakes that he will do, or procure to be done, all acts and things, and execute or procure the execution of all such documents as LIS may from time to time require to give effect to any instruction by the Client.
- 24.1.12 The dealing service shall be operated strictly on an "execution only" basis. LIS shall not provide, or have any responsibility to provide any financial, taxation or other advice to the Client.
- 24.1.13 A transaction in any security through the dealing service will be executed by a stockbroker appointed by LIS. By submitting an instruction to LIS the Client irrevocably authorises LIS to appoint a stockbroker to execute the transaction on behalf of the Client on the basis that:
- LIS will instruct a stockbroker to obtain the best price reasonably available in the market at the time of dealing. If no such price can be ascertained, the stockbroker will take reasonable care to carry out the instruction at a price which is fair and reasonable; and
 - LIS shall, to the exclusion of all others including the Client, be entitled to bring any action, suit or proceedings ("Actions") against the stockbroker arising out of or in connection with the sale. LIS shall, in its sole discretion, determine the nature and scope of such Actions.
- By submitting an instruction to LIS the Client waives his right in relation to such Actions.
- 24.1.14 LIS and/or the stockbroker appointed by LIS may aggregate any instruction with those of other holders of securities transacting securities through the dealing service but may not aggregate the purchase or sale with any other clients of the stockbroker, provided that any aggregation shall take place in accordance with the Rules of the JSE.
- 24.1.14.1 The price per security that the Client will receive in the case of transactions that are aggregated will be the total proceeds of all aggregated transactions in the relevant period less all costs of the transactions divided by the number of securities sold in such transactions;
- 24.1.14.2 The price per security that the Client will receive where transactions are not aggregated will be the price at which such securities are sold in the relevant period less all costs of the sale;
- 24.1.14.3 The proceeds payable to the Client shall be rounded down, where necessary, to the nearest whole Rand. Resulting fractions of any Rand will be aggregated and may be retained by LIS.
- 24.1.14.4 Each security aggregated with other securities being transacted through the dealing service in any relevant period will only be treated as sold when it is actually sold by the dealing service.
- 24.1.15 Orders executed through the service shall be subject to the charges applicable from time to time, and these charges may be changed at any time on LIS's sole discretion.
- 24.1.16 LIS may vary the amount, rate or basis of charges from time to time and may introduce new charges.
- 24.1.17 Fees, taxes, charges and other expenses of whatever nature incurred on behalf of the Client will be deducted from the proceeds of any transaction.
- 24.1.18 Instructions to carry out more than one transaction will be treated as separate transactions and each such transaction shall be charged separately.
- 24.1.19 All transactions will take place on the JSE.
- 24.1.20 LIS will subject to applicable exchange control legislation and regulations pay to the Client the proceeds of any sale in accordance with the Client's instructions detailed in Part B of this Agreement.
- 24.1.21 Advice of any transaction will be included in a transaction statement sent to the Client.
- 24.1.22 LIS may terminate the dealing service at any time without giving notice thereof to the Client. All valid instructions given to the dealing service in accordance with this Agreement before termination will be carried out.
- 24.1.23 Transactions will be carried out and records relating to instructions by the Client will be kept according to the rules, customs and practices of the JSE.
- 24.1.24 If the dealing service cannot perform any of its services under this Agreement due to circumstances beyond its reasonable control, LIS will take all reasonable steps to bring such circumstances to an end, but LIS shall not be liable for any non-performance of the dealing service.
- 24.1.25 Without prejudice to any stockbroker's obligations to execute transactions on the JSE, when a stockbroker executes an instruction given to the dealing service the Client acknowledges that the stockbroker could be acting as principal for its own account. By submitting an instruction to the dealing service the Client consents, where applicable, to the stockbroker acting as principal for its own account.
- 24.1.26 The Client indemnifies LIS and those persons acting on his behalf in relation to the provision of the dealing service and their respective directors, employees and agents against any liability (except to the extent that the liability is caused by LIS or such persons own default, negligence or fraud) which it or they may incur as a result of the dealing service.
- 24.1.27 LIS does not receive any brokerage commission in lieu of execution of trades.
25. **STRATE RULES:** It is the responsibility of the Client to keep abreast with the Strate Rules and Directives. Please visit www.strate.co.za to obtain the latest Strate Rules and Directives.
26. LIS has in place a complaints resolution policy. Should you have any complaints a copy of this procedure can be obtained from complaints@linkmarketservices.co.za
27. BEE Contract: Notwithstanding anything to the contrary herein contained, where the client wishes to transact in BEE securities, the client shall at all times ensure completion of and adherence to the requisite BEE Contract. The Client hereby agrees to irrevocably indemnify and keep LIS indemnified against all and any claims, actions, proceedings, suits and demands of whatsoever nature and howsoever arising which may occur, be brought and be made by any person against LIS as a result of or connected with or arising out of the Clients' failure to complete and/or adhere to the terms and conditions of such BEE Contract.
28. The Client agrees that the interest rate that may be allocated on his cash balance/s may be different from the rate that is earned on the LIS bank accounts. No interest will be allocated to or earned by the Client's cash balance/s where funds were deposited with no or incorrect client account reference.
29. Where fraction payments and fraction allocations are relevant, LIS will round down. Fractions will only be paid out to the Client after receipt of cleared funds in LIS' bank account/s.
30. The Client agrees guarantees and warrants that any shares in his or her account may be sold by LIS to recover any fees and charges due to LIS.
31. **DIVIDEND TAX:** The Client is solely responsible to and agreed to submit a written declaration if applicable, and to forthwith inform the Withholding Agent in writing should the circumstances of the beneficial owner change.

I, the undersigned person indicated in Part A above have read this entire agreement, inclusive of the terms and conditions contained on all the pages and agree to be bound thereby.

Signed at _____ on this _____ day of _____ 20____ (date).

Investor signature ("The Client") _____

On behalf of Link Investor Services _____

Date _____

PRIVATE INVESTORS

ANTI-MONEY LAUNDERING LEGISLATION AND STRATE DIRECTIVE SA.4

DOCUMENTATION REQUIREMENTS

The Financial Intelligence Centre Act, 2001 (“FICA”), obliges Link Investor Services (“LIS”) to identify and verify client details. We are also required to comply with Strate Directive SA.4 which requires clients to provide banking details in their own name and these details should be verified by the bank.

In the case of individuals who are not able to represent themselves (minors, physically challenged individuals etc.) we are to establish that the persons acting on their behalf are properly identified and to obtain proof of their authority to act on behalf of the registered shareholder.

Individual

- an original certified copy of your identity document;
- an original certified copy of your proof of residential address e.g. rates account, electricity or telephone bill (not a mobile telephone account) bearing your name and current residential address dated within the preceding 3 months to verify your physical address details;
- an original certified copy of a document issued by SARS to verify your tax number (where one has been issued). If you do not have a tax number, please confirm this in writing; and
- an original certified copy of your bank statement (not an internet bank statement or cancelled cheque) to verify your bank account details. Alternatively, we will accept a signed and stamped letter from your bankers on a letterhead confirming your banking details. **It is important to note that we may not accept third party banking details.**

Power of Attorney

- an original certified copy of the Power of Attorney;
- an original certified copy of the identity document of the registered shareholder;
- an original certified copy of your (the agent’s) identity document;
- an original certified copy of a service bill e.g. rates account/electricity bill or telephone bill (not a mobile telephone account) bearing the shareholder’s name and current residential address dated within the preceding 3 months in order to verify the physical address details;
- where the agent is an attorney or an institution, the agent’s letterhead in order to verify their physical address. Alternatively we will require a service bill reflecting your (the agent’s) name and residential address dated within the preceding 3 months in order to verify your (the agent’s) address;
- an original certified copy of a document issued by SARS to verify the registered shareholder’s tax number (where one has been issued). If a tax number has not been issued, please confirm this in writing; and
- an original certified copy of the bank statement (not an internet statement or a cancelled cheque) to verify the shareholder’s bank account details. Alternatively, we will accept a signed and stamped letter from the bank confirming the shareholder’s bank account details. **Please note that we may not accept third party banking details.**

Minors

- written confirmation from the natural guardian, stating the capacity in which he/she is signing or in the case of a legal guardian attach a certified copy of the Letters of Guardianship;
- an original certified copy of the birth certificate of the minor;
- an original certified copy of the identity document of the guardian;
- an original certified copy of your service bill e.g. rates account/electricity bill or telephone bill (not a mobile telephone account) bearing your name (the guardian's) and current residential address dated within the preceding 3 months in order to verify your physical address details; and
- an original certified copy of a bank statement (not an internet statement or a cancelled cheque) in order to verify the minor's bank account details. Alternatively, we will accept a signed and stamped letter from the bank confirming the minor's bank account details. **Please note that the bank account is to be in the name of the minor.**

Deceased Shareholder

- an original certified copy of the executor(s) identity document(s);
- an original certified copy of the Letters of Executorship or Letters of Authority;
- an original certified copy of the Death Certificate;
- an instruction on the executor's letterhead advising of the death of the shareholder and requesting that we update our records accordingly. If the estate is not being administered by an attorney or an institution, then we will require a service bill reflecting the residential address in order to verify the physical address of the executor/executrix; and
- an original certified copy of the deceased estate's bank statement (not an internet bank statement or cancelled cheque) to verify the bank account details. Alternatively, we will accept a signed and stamped letter from your bankers confirming the estate's bank account details. **Please note that the bank account must be in the name of the estate.**

Shareholder under curatorship/liquidation

- any forms or instructions must be signed by the administrator appointed by the Master of the High Court;
- an original certified copy of the Letters of Appointment;
- an original certified copy of your (the administrator's) identity document;
- an original certified copy of the shareholder's identity document;
- where the administrator is an attorney or an institution, the administrator's letterhead in order to verify their physical address. Alternatively if you (the administrator) are an individual then we will require an original certified copy of a service bill reflecting your residential address dated within the preceding 3 months in order to verify your address; and
- an original certified copy of the bank statement to verify the bank account details. Alternatively, we will accept a signed and stamped letter from your bankers confirming the bank account details.

If you are unable to provide any of the above documents, please contact the Link Investor Services on +27 11 713 0800 for alternative acceptable documentation.

NOTE: Please note that we require sight of the original or an original certified copy of the documentation detailed above. Facsimile copies or photocopies will not be accepted.

CSDP fee structure

Link Investor Services (Pty) Ltd

	Link costs excluding VAT R.cc	Total costs including VAT R.cc
Account administration and maintenance, Custody		
Private investors (natural persons), both SCA and SDA: sponsored by issuer	free	free
All other account holders (both SCA and SDA): 0.006% p.a. on average daily market value of securities portfolio under administration, with a minimum monthly fee of R500 p.m.	0.006% pa, R500pm minimum	% R570pm minimum
Transaction, Settlement		
On Exchange (JSE): per transaction	70.00	79.80
Off Exchange (change of beneficial ownership): per transaction	85.00	96.90
Account transfer (off market): per transaction	80.00	91.20
Portfolio move (transfer to or from other CSDP or broker)	70.00	79.80
Off market Securities Lending: per transaction	75.00	85.50
Off market unlisted security: per transaction	75.00	85.50
Cancelled or failed transaction	850.00	969.00
Pledge or pledge release	110.00	125.40
Rematerialization (certificated withdrawal): per share code: per certificate	850.00	969.00
Dematerialization: per share code: per certificate	free	free
Removal (transfer of shares from a South African register to a foreign jurisdiction)	550.00	627.00
Dealing services		
Deal size: R0.01 to R50'000	140.00	159.60
Deal size > R50'000 Plus: An additional fee of 0.25% is levied on the amount over R50'000	140.00 + 0.25%	159.60 + 0.25%
Arqaam Capital Brokerage fees sliding scale & other fees		
R0.00 – R25 000.00	200.00	TBC
R25 000.01 – R100 000.00	0.75%	TBC
R100 000.01 – R250 000.00	0.70%	TBC
R250 000.01 – R500 000.00	0.65%	TBC
R500 000.01 – R1 000 000.00	0.60%	TBC
R1 000 000.01 – R2 000 000.00	0.50%	TBC
R2 000 000.01 – R5 000 000.00	0.40%	TBC
R5 000 000.01 – R10 000 000.00	0.30%	TBC
R10 000 000.01 and above	0.20%	TBC
On Exchange Strate Fee (JSE)	Minimum of 11.58 Maximum of 57.87	TBC
Investor Protection levy – On-exchange trading	0.0002%	TBC
Securities Transfer Tax – On-exchange purchase	0.25%	TBC

Other and General		
Withdrawal Fees - per withdrawal	10.00	11.40
EFT Deposits to Pacific Custodians Nominees Bank Account	free	free
Cash deposits below R 25 000.00 to Pacific Custodians Nominees Bank Account	Flat Fee of 5.00 + 2% of amount deposited	TBC
Cash deposit above R 24 999.99 to Pacific Custodians Nominees Bank Account	Flat Fee of 100.00 + 2% of amount deposited	TBC
Cheque Deposit Fee	50.00	57.00

VAT at 14% will be added to all applicable fees

Total fees above include Strate costs, which may be indicated separately on invoices.

Fees above are all subject to change.