

TERMS AND CONDITIONS GOVERNING DEPOSIT OF FUNDS

1. In this document the following words shall have the meanings ascribed to them:
 - (a) "Account" means the account to be opened by the Depositor with GBL;
 - (b) "Account form" means the investment account opening form which forms part of these terms and conditions;
 - (c) "Act" means the Bank Act No. 94 of 1990;
 - (d) "business day" means Monday to Friday 08h00 to 16h30 excluding public holidays;
 - (e) "GBL" means Grindrod Bank Limited, Number 1994/007994/06;
 - (f) "Depositor" means the investor who deposits funds with GBL;
 - (g) "Signatory" means the Depositor or a person mandated by the Depositor in writing to operate on the Account.
2. The Depositor shall not be entitled to operate the Account before GBL is satisfied that it has been furnished with all the necessary documentation required for the opening of the Account.
3. In signing the Account form, the Signatory warrants that he or she is duly authorised by the Depositor to open and operate the Account and to furnish instructions to GBL.
4. Signatories mandated by the Depositor in writing, to operate on the Account may continue to operate the Account until the Depositor delivers to GBL a signed amended Account form which changes the Signatories.
5. The Depositor agrees to comply with all exchange control regulations and with all rulings, regulations or laws applicable to the Account and, upon request, to furnish GBL with such documentation or information as may reasonably be required by GBL.
6. The Depositor agrees to be bound by and to act in accordance with GBL's standard banking practice and procedures, and any changes thereto required in terms of the Act.
7. Should GBL at any time be uncertain as to the authority of a Signatory or of the legal powers of a Depositor, the Depositor shall co-operate with GBL to clarify the position and, pending clarification to GBL's reasonable satisfaction, GBL shall not be liable for any loss or damage which may be suffered by the Depositor arising from any delay or refusal on the part of GBL to give effect to instructions given by the Depositor or by any one acting on behalf of the Depositor. The Depositor acknowledges that GBL must at all times be satisfied that instructions received by GBL are legally binding on and have emanated from the Depositor or a Signatory on its behalf.
8. If instructions are sent to GBL by e-mail, the Depositor may not assume that the instructions have been received by GBL unless the Depositor receives an acknowledgement of receipt. GBL will accept electronic instructions to withdraw funds and pay them into the Depositor's account but will not act on electronic instructions to pay monies to the credit of any third party unless such instructions are given to GBL in writing under the signature of a Signatory.
9. The Depositor acknowledges that he/she is fully aware that signatures and/or instructions faxed or e-mailed, given over the telephone or other electronic medium are easy to add to a forged document in such a way that it is impossible or difficult for the recipient of such a message to verify the validity thereof and accepts all risks involved.
10. The Depositor, with the full knowledge of the risks associated with conveying instructions by such means nevertheless requires GBL to act on this style of message/authority and indemnifies and holds GBL harmless against any and all claims arising from the Depositor conducting its banking business telephonically, electronically or by way of facsimile. The Depositor acknowledges that GBL may take security precautions including the recording of telephonic instructions. The Depositor shall not divulge any secret code number to any third parties other than a Signatory.
11. Should there be any change in Signatories or the ownership or control of the Depositor, the Depositor shall ensure that GBL is notified forthwith in writing of such change by the Depositor or Signatories in respect of the account as recorded in the records of GBL.
12. All cheques for deposit with GBL must be drawn in favour of GBL. If the Depositor pays monies directly into the bank account of GBL, GBL shall not be deemed to have received payment until the Depositor has provided proof of such deposit to GBL by faxing or delivering a copy of the deposit slip or proof of electronic funds transfer. The Depositor shall not be entitled to draw against funds deposited with GBL until the funds have been unconditionally cleared and credited to GBL.
13. Notwithstanding anything else contained in these conditions, GBL shall not, under any circumstances, be liable to the Depositor if a cheque or other negotiable instrument deposited with GBL proves to be stolen or forged resulting in the payment to GBL being reversed. In such circumstances the Depositor shall be liable forthwith to pay back into the Account any shortfall arising from such reversal. GBL will be entitled to reduce the balance in the Account.

Investment Mandate Private



- 14. Notice of a deposit or withdrawal of funds to or from the Account must be given to GBL by 13h00 on a business day. Notification of movements in excess of R5 000 000,00 must be given to GBL before 12h15 if such movement is to be actioned on the same day. All payments to be made to a third party by GBL are to be confirmed by the Depositor in writing under the signature of a Signatory.
- 15. GBL shall not be liable to the Depositor in any way should funds being held by GBL on behalf of the Depositor be frozen or interdicted by the Financial Services Board, South African Reserve Bank, the South African Revenue Services, in terms of any court order or by any other lawful authority.
- 16. Should any monies be paid in error to the Depositor, such monies shall, on demand, be repaid to GBL together with interest.
- 17. In all transactions with GBL the Depositor shall act as principal and not as agent.
- 18. GBL shall at its discretion have the option to pay or collect amounts via BANKSERV, by Electronic Funds Transfer or by direct debit or credit against the Depositor's commercial bank account by means of a debit or credit note addressed to the Depositor's commercial banker.
- 19. The Depositor shall be liable for all costs incurred by GBL in the operation of the Account including all bank charges and any loss of interest arising from the clearing of cheques with other banks. The Depositor shall also be liable for costs incurred in tracing payments made to GBL where the Depositor fails to notify GBL of such payments. Such costs will be determined by calculating the financial loss incurred by GBL.
- 20. The Depositor may not cede, assign, pledge, make over or transfer any of its rights or delegate any of its obligations in terms of this agreement to any person without the prior written consent of GBL.
- 21. GBL will at all times protect the confidential relationship that exists with the Depositor and any information regarding the Depositor will only be released to a third party on an express written instruction from the Depositor or in terms of a court order, or such legal document that places a legal obligation on GBL to release the information.
- 22. The Depositor authorises GBL to deduct from the funds in the Account and pay the Depositor's Agent the fees as set out in the Bank Agency Agreement.
- 23. The Depositor acknowledges that, in making any deposits, it has not relied on any advice furnished by GBL and that no such advice has in fact been furnished to the Depositor.
- 24. If the Depositor withdraws the funds deposited into the Account prior to any agreed date for withdrawal, the Depositor shall be liable for the early withdrawal penalty which shall be determined by calculating any financial loss to GBL to unwind such deposit in the market.
- 25. Monthly statements are issued on call deposits. Depositors investing for a fixed period will receive a confirmation of deposit with agreed interest payable at term and a final account on maturity of the fixed deposit.
- 26. Should the Depositor not provide GBL with instructions on/prior to the maturing of a fixed deposit, GBL may in its sole discretion and without being liable for loss, re-place or deposit the principal amount together with interest credited for such period and on such terms as it may decide, which may include placing such funds on call with GBL.
- 27. The Depositor chooses as its *domicilium citandi et executandi*, that is the address for the service of all notices and the like, the physical address set forth in the Account form.
- 28. If GBL wishes to close an Account, GBL will give the Depositor at least 30 days notice unless there are circumstances which justify GBL closing the Account on earlier notice. The Depositor may close the Account at any time by giving such notice in writing to GBL.
- 29. The Depositor acknowledges that all its dealings with GBL shall be subject to these terms and conditions.

SIGNED and ACCEPTED at _____ this _____ day of _____ 2 _____

WITNESS:

1 _____
(name and signature)

2 _____
(name and signature)

NAME AND SIGNATURE