



Absa Bank Limited – Standard Trading Terms and Conditions for International Payments, Forward Exchange Contracts (FECs), Absa Internal Foreign Exchange Trading Account and Dealing In Cash Bonds, Cash Equity Shares and FX Spot (As Applicable)

Unrestricted

If Absa Bank Limited ("**Absa**") and a Client (or counterparty) ("**the Client**") enter into or have entered into any of the transaction types specified below or the Client uses or has used any of the services specified below, such transactions and services are and will be governed by the relevant provisions of these standard trading and services terms and conditions. If another written confirmation ("**a Confirmation**") is issued or executed in respect of a specific transaction or another agreement ("**a Specific Agreement**") is signed in respect of the services and there is any inconsistency between the provisions of these standard terms and the provisions of the relevant Confirmation or the relevant Specific Agreement, as the case may be, the provisions of the relevant Confirmation or the relevant Specific Agreement, as the case may be, will prevail for purposes of the relevant transaction or the relevant services.

Section I

Screening and exchange control

- 1 In respect of all the products and services mentioned in these terms and conditions, Absa is required to comply with national and international laws, regulations, policies, rules and/or requirements to prevent criminal activities, bribery, money laundering, terrorist financing, sanctions and/or other prohibited business activities. Absa may therefore check any information from or about the Client and/or the Client's agent and/or Client related persons and monitor, verify, process and/or screen the Client and/or such agent's or related person's information, instructions and/or transactions on an ongoing basis. This screening may cause some delays and/or the limitation or even the prohibition of some transactions. Absa may also be required to terminate its business relationship with the Client without warning in these circumstances. Absa is not responsible for any losses or damages that the Client and/or any related person may suffer as a result of these checks or due to Absa terminating any relevant relationship. This includes any loss of profits or savings that the Client and/or any related person would otherwise have expected to make.
- 2 Transactions governed by these standard terms are subject to all relevant exchange control legislation, regulations, orders, rulings and manuals of the Republic of South Africa as well as to prevailing international and/or South African banking regulatory regimes and practices. It is the duty of the Client to acquaint itself with the above legislation, regulations, orders, rulings, manuals and banking practices and to ensure its compliance in respect thereof. By entering into any transaction governed by these standard terms, the Client represents and warrants that (i) all required consents and authorisations in respect of its entry into such transaction(s) have been obtained prior to entry into the relevant transaction(s), (ii) each transaction it enters into is in compliance with all applicable legislation, laws and regulations, including South African exchange control regulations and manuals and (iii) each Transaction entered into by the Client is to cover a firm and ascertained foreign exchange commitment of the Client at the time. The nature of the above provision is that it constitutes an acknowledgment of facts by the Client and its effect is to limit the Client's rights to claim that such facts are not accurate or true and to make the Client liable for additional obligations.
- 3 Absa is not obliged to accept a payment to an account if in Absa's opinion such payment may damage Absa's reputation or break a law or regulation or sanction. Absa is authorised to accept any instruction given or which purports to be given on behalf of the Client without having to determine the authority of the person giving the instruction and the Client is bound by the instruction. This provision constitutes an assumption of risk and/or liability by the Client and may result in the Client being liable for increased or additional costs and/or damages.

Section II

Terms and conditions governing International Payments

- 1 At the request of the Client and for the account of the Client, Absa may in its sole discretion and subject to such terms and conditions as Absa may from time to time reasonably determine, make one or more International Payments ("**International Payments**") in foreign currency or ZAR (South African Rand) to one or more beneficiaries situated outside the borders of the Republic of South Africa.
- 2 Before Absa can make an International Payment the Client must provide Absa with the name and address of the relevant beneficiary as well as full and precise information regarding the exact amount of the relevant currency and the other requirements and/or conditions relevant to such International Payment in accordance with Absa's standard procedures.
- 3 The Client must make each application for International Payments in accordance with one of the following procedures:
 - a) Computerised International Payment applications:
The Client may prepare the relevant International Payment on its own computer using software provided by Absa and transmit the relevant International Payment to Absa electronically:
 - b) Facsimile International Payment applications:
The client may prepare the relevant International Payment on its own computer using software provided by Absa bank and transmit the International Payment to Absa by way of facsimile transmission:
 - c) Client's letterhead:
The Client may request Absa to make the relevant International Payment in an acceptable format to Absa by submitting the request in writing on the Client's letterhead.
- 4 Absa will make the relevant International Payment on completion of Absa's formalities and requirements.
- 5 To the extent allowed by law, a certificate issued by Absa and signed by any manager of Absa, in which the amount, beneficiary and all other relevant terms applicable to any International Payment settled pursuant to these terms will be sufficient proof until the contrary is proved of the terms transmitted by the Client to Absa.

- 6 All instructions in respect of International Payments for settlement originating or reasonably purporting to originate from the Client's offices in writing and/or electronically and/or by facsimile will be binding on the Client and the Client indemnifies Absa from loss or damage sustained by Absa as a result of acting on such instructions. The nature of the above provision is that it imposes an obligation on the Client to indemnify Absa and its effect is to increase the Client's obligations and/or liability.
- 7 The Client hereby indemnifies and holds Absa harmless against any and all obligations and responsibilities imposed by foreign laws and usages. The nature of the above provision is that it imposes an obligation on the Client to indemnify Absa and its effect is to increase the Client's obligations and/or liability.
- 8 The Client undertakes to immediately reimburse Absa any payment made by Absa or its agents in terms of any International Payment(s), or to provide funds on payment value date to meet the obligation of Absa or its agents for the payment in terms of any International Payment(s). The Client authorises Absa to debit the Client's account in Absa's books or any other bank's books on the applicable payment value date, with the equivalent of all payments on and under such International Payment(s), together with all other reasonable costs and charges relating to the relevant International Payment(s).
- 9 If any settlement of amounts owing by the Client to Absa in respect of any payments made by Absa under any International Payment(s) is made by the Client subsequent to the date(s) on which said payment(s) were made or were to be made, interest for such intervening period(s) at Absa's or Absa's agent's ruling rate for such transaction(s) will also be debited to the Client's account.
- 10 The payment of any International Payment(s) will be made by the Client to Absa as follows:
 - a) in ZAR converted at Absa's selling rate ruling on the date that reimbursement of the amount of International Payment(s) is made by the Client;
 - b) where the Client elects to take out an FEC with Absa to cover payment(s) in foreign currency, such foreign currency payment(s) are to be converted to ZAR at such rate or rates as may have been agreed upon in terms of the said FEC and the Client is responsible for informing Absa that conversion is to be effected under the FEC specified by the Client;
 - c) by payment, under advice to Absa, of the said amount of foreign currency to Absa at a bank of Absa's choice; and
 - d) in ZAR in settlement of International Payment(s) expressed in ZAR.
- 11 The Client undertakes to comply with the exchange control legislation, regulations, orders, rules and manuals in force from time to time. Furthermore and pursuant to the foregoing, in respect of each International Payment, the Client will furnish Absa with documents relating to the relevant International Payment on the same day the application for the relevant International Payment is made or as may otherwise be required by Absa.
- 12 The Client undertakes to ensure, in respect of all International Payments effected by Absa on behalf of the Client pursuant to these terms pertaining to the importation of merchandise, that a covering import permit has been obtained from the relevant authorities, unless such import permit is not required.
- 13 The client undertakes, on a continuing basis, that all information furnished for the purpose of cross-border foreign exchange transaction reporting in respect of International Payment(s) effected under these terms is/will be true and correct. The Client further declares that the Client is fully conversant with and understands the features of the International Payment product/service offered by Absa. The nature of the above provision is that it constitutes an acknowledgment of facts by the Client and its effect is to limit the Client's right to claim that such facts are not accurate.
- 14 All International Payments made in terms hereof are to be regarded as irrevocable, unless the prior consent of all interested parties to their revocation has been obtained.
- 15 All risks arising out of or in connection with or associated with an application for any International Payment, or the actual making of the International Payment pursuant to an instruction governed by these terms and conditions are borne by the Client alone and the Client undertakes to discharge all liabilities in respect of such International Payment. The Client will not hold Absa liable for any loss or damage whatsoever suffered by the Client in respect of such an International Payment. The nature of the above provision is that it constitutes an acknowledgment of facts and assumption of risk and/or liability by the Client and its effect is to limit the Client's right to claim that such facts are not correct and may result in the Client being liable for increased or additional costs. Without derogating from the generality of the above, the Client accepts that "same day" value will only be given where the payment message is received by the beneficiary's bank/branch before its cut-off time for same day value and close of business to the public on the day concerned.
- 16 In consideration for the payment of any and all International Payment(s) pursuant to these terms and conditions, the Client agrees to pay to Absa commission either at Absa's usual rates, or at rates pre-arranged with the Client and VAT, if applicable. Absa may debit the Client's account with the said commission and VAT, if applicable and no refund may be claimed by the Client.
- 17 The Client undertakes and warrants that no application for an International Payment will be made to any other bank for foreign exchange, which would result in the relevant International Payment which Absa may have settled in accordance with these terms and conditions being duplicated. This clause constitutes an acknowledgment of fact by the Client and its effect is to limit the Client's right to claim that such fact is not accurate.
- 18 The Client acknowledges that Absa will on a continuing basis comply with the provisions of the Financial Intelligence Centre Act, 38 of 2001, as amended or substituted, the Financial Advice and Intermediary Services Act, 37 of 2002, as amended or substituted, any legislation relating to anti-money laundering, anti-bribery and anti-terrorist financing and all the regulations published under such legislation, as may be applicable.

Section III

Terms and conditions governing Forward Exchange Contract Standard Terms

- 1 If the Client and Absa have entered into an agreement under the name and style "General Conditions Applicable to Forward Exchange Contracts", the terms of such agreement will prevail in respect of Forward Exchange Contracts ("FECs"). If not, the relevant provisions of these standard terms contained in Section I and Section II will govern FECs entered into between the Client and Absa.
- 2 **Scope of these standard terms:** The standard terms and conditions in this Section III apply to every FEC entered into between the Client and Absa for the sale or purchase of currency as reflected in a Confirmation evidencing such FEC. All FECs are entered into in reliance on the fact that the standard terms of this Section II and all Confirmations of the FECs form a single agreement between the parties. If there is any inconsistency or ambiguity between the provisions of these standard terms in Section II and the provisions of the relevant Confirmation, the provisions of the Confirmation will prevail for purposes of the relevant FEC.
- 3 **Procedure at application**
 - a) Absa may, from time to time, at its sole discretion, on application by the Client or its agent, sell or purchase such amount of currency at a price calculated according to the rate of exchange specified in the relevant Confirmation.
 - b) The relevant rate of exchange is the rate offered by Absa and accepted by the Client or its agent through the elected means of communication.
 - c) Only an agent who (i) is duly authorised and mandated to act on the Client's behalf and (ii) who has been notified to Absa in accordance with the standard on boarding procedure, may make an application to enter into an FEC on the Client's behalf.
 - d) The Client or its agent may make the application in a manner agreed to between the Client and Absa, being either in writing (including email) and/or telephonically.

- e) Absa will electronically transmit a Confirmation of each FEC concluded between Absa and the Client or its agent within 2 (two) Business Days of the conclusion of the FEC. The transmission of the Confirmation will be deemed to have been received by the Client one (1) Business Day after transmission thereof, unless the contrary is proven.
- f) Upon receipt of a Confirmation, the Client must review such Confirmation and then either (i) notify Absa of any errors or discrepancies or (ii) confirm that the Confirmation correctly sets forth the terms and/or conditions of the FEC, to which such Confirmation relates by accepting the terms and/or conditions stated in such Confirmation (by either signing it or by any other means (electronic or otherwise) agreed between Absa and the Client) and returning it to Absa by way of the elected communication method.
- g) Where any FEC is confirmed by means of exchange of electronic messages on an agreed electronic messaging system (including, but not limited to, email or SWIFT) or other document or confirming evidence exchanged between Absa and the Client confirming such FEC, such messages, documents or evidence constitute a Confirmation for the purposes of these standard terms.
- h) No FEC concluded between Absa and the Client or its agent, becomes invalid by reason of any non-compliance by either Absa and/or the Client, with the provisions of this clause 5 of Section II.

4 Settlement and performance

- a) In respect of an FEC, each of Absa and the Client will perform its respective obligations of such FEC by each giving or taking delivery, as the case may be, of the amounts of currency purchased or sold in respect of such FEC against simultaneous payment of the agreed purchase and sale price. Absa and the Client have to take delivery and/or make payment during South African banking hours on the dates, in the manner and/or at the addresses reasonably stipulated by Absa from time to time on reasonable notice to the Client and in the relevant currencies agreed in terms of such FEC.
- b) If the maturity date of an FEC falls on a day which is not a Business Day or any day on which Absa does not transact foreign exchange business (for whatever reason), then the maturity date of the relevant FEC will be postponed to the 1st (first) Business Day following such day. The economic terms of the FEC will be adjusted to take into account the additional interest earned/paid in each of the respective currencies of the FEC.
- c) Any early delivery or early payment, extension or partial cancellation of the relevant FEC, may result in a net position with respect to that FEC and Absa will transmit a new Confirmation referencing and updating the terms of the relevant FEC to reflect the particulars of the early delivery, early payment, extension or partial cancellation thereof. If there is any dispute or inconsistency in connection with the terms of the FEC, the latest dated Confirmation will prevail in respect of such FEC.
- d) If the Client wishes to make an early delivery or early payment, extension or partial cancellation of an FEC, it has to give an instruction to Absa on or before the second Business Day prior to the date upon which such early delivery or early payment, extension or partial cancellation must take place.
- e) The Client will in each instance deliver to Absa an amount of currency purchased by Absa and to take delivery of an amount of the other currency from Absa, should the Client fail to notify Absa during South African banking hours on the maturity date of the requisite settlement information, Absa will either proceed against the Client in accordance with these provisions below, alternatively extend the FEC contract and the Client will be liable to Absa for the difference between the contract rate, being the rate as specified in the existing FEC as at the maturity date and the spot exchange rate resulting from Absa having to buy and/or sell currency in the open market in settlement of the FEC on behalf of the Client. This clause constitutes an assumption of risk and/or liability by the Client and may result in the Client being liable for increased or additional costs. Absa will, acting in a commercially reasonable manner, use its discretion in such event to determine what amended FEC terms are required to cover the difference. It is further understood that Absa shall, in such event, have the right to debit the Client's account with the South African Rand equivalent, as calculated by Absa, of the resulting difference or, to claim immediate payment thereof from the Client.
- f) Upon the occurrence of any event, with respect to any FEC, which is determined by Absa to be a market disruption event, Absa will determine the most appropriate method that in its opinion gives rise to an alternative basis for the Client and Absa to perform their respective obligations, which may include, without limitation, postponement of the Maturity Date for the relevant FEC affected by the market disruption event until such market disruption event no longer exists. If, in Absa's opinion there is no such alternative basis in the circumstances, then Absa will, in its discretion, but acting in good faith and in a commercially reasonable manner, determine an applicable cash settlement amount to be paid by the relevant party in an appropriate currency.

5 Exchange control

- a) Each FEC entered into pursuant to these standard terms is subject to all relevant exchange control legislation, regulations, orders, rulings and manuals of the Republic of South Africa as well as to prevailing national and international banking practice consistent with these terms. It is the duty of the Client to acquaint itself with the applicable legislation, regulations, orders, rulings and banking practices and to ensure its compliance in respect thereof.
- b) The Client hereby represents and warrants to Absa and for the benefit of Absa that (i) all required consents and authorisations in respect of its entry into each FEC have been obtained prior to entry into the relevant FEC, (ii) each FEC it enters into is in compliance with all applicable laws and regulations, including exchange control legislation, regulations, orders, rules, rulings as well as all applicable manuals published by the Surveillance Department of the South African Reserve Bank and (iii) each FEC entered into by the Client is to cover a firm and ascertained foreign exchange commitment of the Client as contemplated in the relevant legislative provisions. The nature of the above provision is that it constitutes an acknowledgment of facts by the Client and its effect is to limit the Client's rights to claim that such facts are not accurate and to make the Client liable for additional obligations.

6 Default

- a) Each of the following will constitute a default in respect of each FEC governed by these terms and conditions (each, an "Event of Default") and in respect of the relevant party:
 - breach of any material term or condition of these terms governing the FEC (as determined by Absa in good faith) by a party and the subsequent failure to remedy such breach within 1 (one) Business Day after receipt of a notice regarding such breach from the Non-defaulting Party;
 - breach of any other term or condition of these terms by a party (other than as set out below) and the subsequent failure to remedy such breach within 10 (ten) Business Days after receipt of notice regarding such breach from the Non-defaulting Party;
 - the failure or refusal by a party to take delivery of or to deliver currency sold or purchased, in whole or in part, at the latest before the close of business on the Maturity Date of the relevant FEC;
 - the failure to pay any sum due under the terms of any FEC (including, without limitation, any cash collateral or any other form of credit support to be provided in respect of any FEC) on the due date of the relevant payment by a party and the continuation of such failure for more than 1 (one) Business Day after the receipt of a notice from the Non-defaulting Party, requiring such breach to be remedied;
 - a party (i) becomes insolvent or is unable to pay its debts as they become due or admits in writing its inability generally to pay its debts as they become due, (ii) is placed under provisional or final liquidation, business rescue, curatorship, judicial management or administration, (iii) institutes or has instituted against its proceedings for winding-up of the party or seeking any judgment of insolvency or bankruptcy of the party or (iv) any other event which is similar to any of these events occurs;

- **In respect of the Client only:**
 - the Client carries on business recklessly, with gross negligence, with the intent to defraud or for fraudulent purposes;
 - the Client carries on business or trades under insolvent circumstances;
 - the Client receives a notice from any relevant regulator or governmental authority to show cause why it should be permitted to continue carrying on its business or to trade;
 - the Client receives a compliance notice in terms of the Companies Act 71 of 2008, as amended, requesting it to cease carrying on business or trading;
 - the Client is under business rescue or business rescue is pending, threatened against it or any steps have been taken, at any time, to commence business rescue against it in terms of the applicable laws;
 - the Client is financially distressed as defined in the Companies Act or there are any other circumstances present to justify business rescue;
 - notice has been sent to any **"affected person"** as contemplated in the Companies Act, to the effect that the Client is financially distressed; and
 - an application to court for an administration order against it has been made.
- b) If at any time an Event of Default as contemplated in these FEC terms has occurred and is then continuing, the Non-defaulting Party may give notice to the Defaulting Party, specifying the relevant Event of Default and designating a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding FECs or (if so determined by Absa in good faith) only the relevant affected FECs.
- c) Upon the effective designation of an Early Termination Date, no further payments or deliveries in respect of any affected FEC which has been terminated will be required to be made and the Early Termination Amount, if any, payable in respect of the Early Termination Date will be determined by Absa acting in a commercially reasonable manner.
- d) Without prejudice to any other rights which the Non-defaulting Party may have consequent upon an Event of Default by the Defaulting Party under any FEC, the Non-defaulting Party may withhold such amounts as may be due and owing by the Non-defaulting Party to the Defaulting Party pursuant to such FEC or any other FEC and to set-off any loss which the Non-defaulting Party may suffer as a result of any such failure against any amounts thus withheld. The Non-defaulting Party may, without limitation, set-off any Early Termination Amount due from the Non-defaulting Party to the Defaulting Party against any other amounts owing by the Defaulting Party to the Non-defaulting Party, whether under this Agreement (or otherwise) and the Non-defaulting Party may set-off any other amounts owed by the Non-defaulting Party to the Defaulting Party, whether under this Agreement (or otherwise), against any Early Termination Amount owing by the Defaulting Party to the Non-defaulting Party.
- e) The parties agree and acknowledge that these terms governing the FECs are and are intended to constitute a master agreement for the purposes of Section 35B(2) of the Insolvency Act, 24 of 1936, as amended or substituted.
- f) To the extent allowed by law, a certificate issued by Absa will be *prima facie* proof of any amount due in terms of the above clauses.
- 7 Authorised persons**
- a) Client undertakes to notify Absa, from time to time, in writing, of the identities of the persons who are authorised to conclude FECs and give instructions in respect of FECs on the Client's behalf and must provide to the Bank specimen signatures of such authorised persons and if applicable, all the relevant FICA documentation, contact numbers and email addresses.
- b) If any person ceases to be an authorised person, the Client must, as soon as reasonably practicable, notify Absa in writing.
- c) Any application made, instruction given or FEC concluded, which reasonably appears to be a proper and authorised application and/or instruction made or given on behalf of the Client, will be deemed to be a proper and authorised application and/or request and that the Client shall be bound to such application, FEC and/or instruction regardless of whether the person making such application or giving such instruction had actual authority to do so.

8 ISDA Master Agreement

If the Client and Absa conclude or have concluded an ISDA Master Agreement (as published by the International Swaps and Derivatives Association, Inc.) then, for so long as such ISDA Master Agreement exists between the parties, any FEC entered into under these terms will be deemed a **"Transaction"** as defined and contemplated in the ISDA Master Agreement and will be subject to the terms of the ISDA Master Agreement, notwithstanding the fact and irrespective of whether the confirmation of such FEC refers to the ISDA Master Agreement. If there is any inconsistency or ambiguity between these provisions and the provisions of the ISDA Master Agreement between the parties, the provisions of the ISDA Master Agreement will prevail for the purposes of the relevant FEC.

Section IV

Terms and conditions governing the use of the Absa Internal FX Trading Account

- 1 **Scope:** The terms and conditions of this Section IV apply to the Client in respect of the Absa Internal Foreign Exchange Trading Account (**"FX Internal Trading Account"**) which Absa will open for the purpose of settling and securing transactions for the following products: (i) foreign exchange spot purchase and sale transactions; (ii) Foreign Exchange Contracts (**"FECs"**); (iii) documentary transactions; (iv) overnight loan investments (v) cross border payments, (vi) currency and foreign exchange derivative transaction, and (vi) any other foreign exchange transactions agreed in writing between the Parties from time to time (hereinafter collectively referred to as **"the Transactions"**).
- 2 **Delay as result of screening:** Screening as set out above, may cause some delays and/or the limitation or the prohibition of the relevant affected Transactions. Absa may also be required to terminate its relationship with the Client or if applicable, its duly authorised and mandated agent, without prior notice in these circumstances. Absa is not responsible for any losses or damages that the Client or if applicable, its duly authorised and mandated agent, may suffer or expenses which the Client or if applicable, its duly authorised and mandated agent, may incur as a result of these checks or due to Absa terminating any relevant relationship. Neither Absa, nor its respective affiliates, employees, officers and directors will be responsible or liable for any special punitive, indirect or consequential losses or damages, including without limitation any loss of profits or savings that the Client or if applicable, its duly authorised and mandated agent, and/or any related party would otherwise have expected to make as a result of these checks or due to Absa terminating any relevant relationship.
- 3 **Procedure**
- a) Absa will open an FX Internal Trading Account, which account will be assigned only to the Client and only for the purpose of settling and securing Transactions entered into by or on behalf of the Client.
- b) The FX Internal Trading Account will be opened in compliance with Absa's verification obligations under the Financial Intelligence Centre Act, 38 of 2001, as amended or substituted and all its internal policies and procedures.
- c) The Client or, if applicable, its duly authorised and mandated agent, will be required to provide to Absa any and all documentation Absa requires to conduct a due diligence investigation of the Client or if applicable, its duly authorised and mandated agent, for the purposes of opening the FX Internal Trading Account in line with any laws, regulations, policies and directives which Absa has to abide by, including, but not limited to, any internal policies and procedures. The Client or, if applicable, its duly authorised and mandated agent, will also among other documents be required to provide Absa with (i) a resolution incorporating a list of mandated officials and an undertaking in terms of the specially designated bank accounts, (ii) an email, fax and phone mandate and an indemnity undertaking in respect thereof, (iii) a standard settlement instructions mandate and an indemnity undertaking for outward and inward cross border reporting, (iv) a direct dealing resolution and mandate, (v) a dealing resolution and (vi) any other documentation that Absa may require prior to opening the FX Internal Trading Account for the Client.

4 FX Internal Trading Account.

- a) The FX Internal Trading Account is not an interest bearing account, but will be subject to interest charges if the account is overdrawn. Such interest will be payable by the Client or, if applicable, its duly authorised and mandated agent, to Absa immediately upon demand from Absa.
- b) The FX Internal Trading Account is subject to charges as set by Absa, which charges will be notified to the Client from time to time. Such charges will be payable by the Client or, if applicable, its duly authorised and mandated agent, to Absa in terms of the notification upon demand from Absa.
- c) Absa will not in the normal course of business provide the Client with statements on the FX Internal Trading Account, however, should the Client or, if applicable, its duly authorised and mandated agent, require a statement from Absa, the Client or, if applicable, its duly authorised and mandated agent, may upon written notice to Absa request a statement of accounts, which Absa will endeavour to provide the Client or, if applicable, its duly authorised and mandated agent, within a reasonable time not exceeding 5 (five) business days after actual receipt of the relevant written request.
- d) The Client or, if applicable, its duly authorised and mandated agent, has an obligation to ensure that at any given time, there are funds equal to the total of amounts to be settled by Absa on behalf of the Client on a particular day.
- e) Money in the FX Internal Trading Account is solely for the purpose of settling and securing Transactions entered into by the Client or on behalf of the Client. Absa will only settle or secure a Transaction upon receipt of an instruction from the Client or, if applicable, its duly authorised and mandated agent, to do so.
- f) Failure by the Client or, if applicable, its duly authorised and mandated agent, to provide Absa with an instruction to settle or secure a Transaction will result in a credit balance on the FX Internal Trading Account, pending receipt of an instruction from the Client or, if applicable, its duly authorised and mandated agent, to settle or secure a Transaction.

Section V

Terms and conditions governing Dealing in Cash Bonds, Cash Equity and FX Spot

- 1 **Trading activity:** Absa Bank Limited ("**Absa**") transacts in and makes markets on multiple exchanges and in multiple financial products and instruments, including, but not limited to, bonds, equity shares and foreign exchange (herein collectively referred to as "**Securities**").
- 2 **Submission to terms and conditions:** By entering into a purchase and sale transaction in respect of Securities (each a "**Transaction**"), the Client confirms that each Transaction is automatically governed by and subject to the terms and conditions set out below, which Absa and the Client accept without further ado.
- 3 **Governing terms and conditions:** Absa conducts its trading of Securities subject to the terms and conditions below (hereinafter referred to as "**Standard Terms**"), except to the extent that the relevant Transaction:
 - a) is governed by other terms of dealing concluded between Absa and the Client in respect of the relevant Transaction, or
 - b) is governed by ancillary trading documentation, which will supplement these Standard Terms; or
 - c) is governed by terms and conditions required by the laws, regulations, orders and/or directives of the relevant jurisdiction applicable to such Transaction.

In addition, the Client agrees when either acting alone or in concert with others to abide by all position and/or credit limits imposed by Absa and of which Absa may notify the Customer from time to time and/or as may be established and imposed under any laws or regulations of any jurisdiction applicable to Absa and/or the Customer and/or the relevant Transaction.

If the Client is a resident of and/or domiciled in the Republic of South Africa (a "**South African Client**") these Standard Terms will be governed by and construed in accordance with the laws of the Republic of South Africa.

If the Client is not a resident of and/or domiciled in the Republic of South Africa (a "**Non-South African client**") these Standard Terms will be governed by and construed in accordance with English law.

Each of Absa and the Client waives any defence of sovereign immunity when entering into any Transaction.

- 4 **Trading capacity as principal:** When Absa purchases and sells Securities as principal the relevant Transaction will be a so-called "**arm's length**" Transaction and Absa will not act as an agent, a fiduciary or a financial advisor or in any similar capacity for and on behalf of the Client in relation to such Transaction. Any statement made by or through an employee or authorised agent of Absa or an affiliate of Absa per telephone or in its electronic systems or otherwise in the processing or execution of such Transaction must not be construed or relied upon as a recommendation or as any form of advice whatsoever. The Client must determine the appropriateness of such Transaction based on the facts and circumstances relevant to the Client and its own assessment and evaluation of the merits of such Transaction.
- 5 **Trading capacity as agent:** When Absa purchases and sells Securities as agent for the Client, Absa will be acting solely as agent for the purpose of execution and not otherwise as an agent, fiduciary, financial advisor or in any similar capacity on behalf of the Client. These Standard Terms will also apply to such Transactions to the extent relevant.
- 6 **Instructions from mandated persons only:** Before entering into the Transaction the Client must provide Absa with a dealer mandate confirming the identity, capacity and authority of each person mandated to act for and on behalf of the Client (each a "**Mandatory**") and if applicable, any limitations which the Client has placed on the mandate of the relevant Mandatory. Absa will only engage with a duly authorised and mandated Mandatory of the Client. If the Transaction is entered into on any electronic system or platform, the Client shall ensure that only its duly authorised and mandated Mandatories have secure access to the relevant electronic system or platform. There will be no duty whatsoever on Absa to verify that the person purporting to be a mandated person is in fact the authorised and mandated Mandatory who may act for and on behalf of the Client in respect of the relevant Transaction. Absa will not be liable or responsible for the Transaction or any consequences of the Transaction or any losses resulting from the termination or unwinding of the Transaction if the relevant Transaction was entered into by a person who is not a mandated and authorised Mandatory of the Client. The Client indemnifies Absa for any losses incurred or damage suffered by Absa as a result of the Transaction being entered into by a person who is not the authorised and mandated Mandatory of the Client and the relevant Transaction having to be terminated or unwound.
- 7 **Conflict of interests:** Absa maintains as part of its normal business activities positions in various Securities, whether as the result of transactions with, or orders or trade requests received from the Client or other counterparties, as part of Absa's hedging strategies, in contemplation of reasonably expected near-term demand or otherwise. Absa may in its sole discretion elect not to hedge or to hedge only a portion of the Transactions in Securities which it executes with the Client. Absa may also in its sole discretion terminate or adjust any hedge positions, which may result in a profit or a loss from such activity, including from the spread, if any, between the price shown to the Client and the cost to the Client of the corresponding hedge transaction, which profit will accrue solely to Absa and which loss will be suffered solely by Absa. Invariably, in all of its communications and Transactions with the Client, including in the handling of requests for firm or indicative quotes, trade requests, placement and execution of trading orders and all other expressions of interest that may lead to the execution of Transactions, there exists the potential that Absa's interests in the Securities may conflict with, diverge from or adversely impact the interests of the Client. The provision of principal liquidity is therefore not independent from the interests of Absa, which may be in conflict with, diverge from or adversely impact the Client's interests. If applicable, the Client accepts the existence as well as the consequences of any such conflict of interest in respect of the relevant Securities and agrees to enter into the relevant Transactions well knowing and appreciating the potential financial effect and consequences of such conflict of interests.

- 8 **Market making and risk management:** As part of its normal business activities, Absa makes markets in Securities and engages in risk management activities involving Securities. These market making and risk management activities may impact the prices communicated to the Client for Transactions in Securities and may impact the availability of liquidity at levels necessary to execute the orders or trade requests of the Client in the Securities. These activities may also trigger or prevent triggering of stop loss orders, take profit orders, knock-out or knock-in barriers and similar terms or conditions. Absa may use information provided to it as principal party to Transactions in Securities in respect of Absa's market making and risk management activities (including for the benefit of Absa's trading positions) to facilitate any Transaction with the Client and to test or source liquidity in the relevant Securities.
- 9 **Pricing and transaction costs:** Any price or spread that Absa provides to the Client will be an "all-in" price or spread that incorporates sales and trading mark-ups and other charges over the price or spread at which Absa traded or may have been able to trade with other counterparties. At any time the price or spread provided to the Client may differ from the prices or spreads that Absa offers to other counterparties. Any firm or indicative price or spread or other terms of a Transaction (including whether a spread is greater on the bid or offer side) may vary in Absa's discretion, depending on a broad range of factors. These factors include, but are not limited to:
- factors specific to the relevant Transaction or the Client;
 - the overall size of the Transaction;
 - the Client's previous trading behaviour;
 - Absa's expenses associated with the relevant Transaction (including, among other things, processing costs and fees associated with execution and clearing of the relevant Transaction);
 - the credit and settlement risks associated with the relevant Transaction;
 - operational risks (including the operational stability of the market and the trading venue where the relevant Transaction will be executed);
 - then prevailing market conditions;
 - Absa's risk profile;
 - Absa's inventory;
 - Absa's risk appetite; and
 - a profit for Absa (after taking into consideration the impact on financial resources such as balance sheet, risk weighted assets, liquidity, funding, value adjustments and other items that may impact the capital and liquidity positions of Absa).

The "all-in" price or spread referred to above expressly excludes all of the Client's fees, costs and expenses relating to any transfer, settlement, clearing and custody in respect of the relevant Securities as well as any taxes and/or levies payable by the Client. Absa may differentiate its pricing by platform and trading venue, which may result in Absa providing the Client with different prices on different platforms and different trading venues. Factors that may contribute to this differentiation by platform and trading venue include, but are not limited to, the different trading conventions, trading rules and regulations, minimum price increments, parameters for accepting or rejecting orders or trade requests, available order or trade types, underlying technology, fees and other economic considerations, such as historic experience with the relevant platform or trading venue. Absa and/or an affiliate of Absa may have a stake in or other relationship with a trading venue and/or a clearing and settlement system on which Absa handles the orders or trade requests of the Client and as a result, Absa and/or its affiliate may receive financial or other benefits that are not shared with the Client, including through Absa's and/or the relevant affiliate's participation in commission incentive schemes of such trading venues and clearing and settlement systems.

- 10 **Order handling:** When Absa accepts an order from the Client, such order will be subject to these Standard Terms. Absa does not owe the Client any duty to advise it on the merits or suitability of any Transaction or any trading decision entered into or contemplated by the Client. Absa does not give the Client any legal, regulatory, accounting, taxation, financial, investment, actuarial or any other advice in relation to any Transaction or any trading decision of the Client. The Client is solely responsible for seeking and obtaining its own advice and taking its own trading decisions. Absa will attempt, but is not legally obliged to execute the Transaction at or near the requested price and/or quantity and Absa will not incur any liability for not doing so. When executing trading orders Absa will do this in accordance with its best execution policy. Absa will attempt to execute orders when it expects to make an appropriate return on the relevant Transaction, taking into account market conditions prevailing at the time, its own positions (including inventory strategy and overall risk management strategies), its costs, risks and other business factors and objectives. Where the Client submits an order which is subject to conditions, the fact that any such conditions are satisfied does not mean that Absa will necessarily enter into or complete such Transaction at the requested order price or quantity level (after taking into account any spread or similar adjustment reflecting Absa's return on the Transaction) or that there exists a tradable market at that level. Absa may receive multiple requests for prices or multiple orders for the same or related Securities and may also transact in the same or related Securities for the purposes of its normal market making and risk management activities. Absa will in its sole discretion handle such competing interests, including with respect to order execution, fill quantity, aggregation, priority and pricing. Absa has no duty whatsoever to disclose to the Client at any time that Absa is handling orders or trading requests of other counterparties or that Absa has its own orders trading ahead of, at the same time as, or on an aggregated basis with, the order of the Client. Absa may in its sole discretion execute orders and enter into other transactions as part of its normal market making and risk management activities or for the benefit of another Client at a price that could satisfy the Client's order, leaving the Client's order unfilled or only partially filled. Absa may, in its sole discretion, aggregate or group the orders of the Client with orders for other counterparties or orders entered into by Absa in connection with its normal market making and risk management activities and allocate the investments or proceeds acquired among the participating accounts in a manner that Absa considers in its sole discretion as appropriate. Such aggregation may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage. Market conditions may not permit the aggregated order to be executed at once or in a single Transaction. Absa may therefore execute such order over such period as Absa in its sole discretion deems appropriate. If the entire combined or aggregated order is not executed at the same price, Absa may blend the prices paid or received and fill the participating accounts at the blended net prices that Absa elects to assign to each such account, which may result in the Client receiving a worse price than if such Client order had been executed on an individual basis.
- 11 **Communication method:** Absa and the Client will communicate per telephone or per agreed electronic messaging systems for purposes of placing orders or trade requests. Any order or trade request sent by the Client to Absa by the agreed electronic messaging system will not be considered to be received by Absa until an employee or an authorised agent of Absa has actually verified the order or trade request details to the Client by telephone or by affirmative acknowledgment of the receipt of the relevant order or trade request on the relevant electronic messaging system. Absa will not accept any orders or trade requests of the Client sent via facsimile transmission or left on a telephonic voicemail system. Since Absa uses manual operational processes to execute orders or trade requests which were transmitted via the agreed electronic messaging systems, it may transpire that an order or trade request so transmitted may either not be filled or only be filled at a much later time than when first received into Absa's side of the relevant agreed electronic messaging system. During the period between the electronic transmission of an order or trade request and the point at which it is verified and acknowledged, the Client will be exposed to the risk that its order or trade request may not be filled (including where the market has moved in the Client's favour) or may be filled at a less favourable level, because market conditions have changed in the interim. Unless specifically stated otherwise, enquiries about prices communicated electronically by the Client to Absa do not constitute offers to trade, but are rather indications of interest subject to further review by Absa. However, any specific electronic trade request from the Client constitutes an electronic offer to execute a Transaction in respect of the relevant Securities. Upon receipt of the Client's electronic offer to execute a Transaction at a price and quantity Absa will in its sole discretion determine whether and at what price, to accept all or any part of the Client's relevant electronic offer, after assessing that electronic offer against a variety of pre-trade factors. These factors may in Absa's sole discretion include, but will not be limited to, available inventory, liquidity, prevailing market prices, anticipated loss or gain based on Absa's analysis of the market, credit and product terms and filters which Absa may employ for the purpose of implementing credit limits, position limits or other limits on the Client's trading activities. These factors may be changed from time to time without notice to the Client and may differ from those applied to other counterparties.

- 12 **Information handling:** Absa may without notice to the Client share information related to the Client with any of Absa's affiliates and the Client consents to such sharing. Absa may have access to, use and provide to its counterparties information on an anonymous and aggregated basis, including but not limited to, the Client's orders (i.e. orders executed in full or part, cancelled, or expired), indications of interest, quotes, positions, trade and other data and analytics (collectively, "**Anonymous Aggregated Data**"). Absa may use this Anonymous Aggregated Data for market colour reports, analytical tools, risk management strategies, market making, liquidity provision and other products and services. The nature of any Anonymous Aggregated Data provided to the Client may differ from that provided to other counterparties in terms of quantity, scope, methodology or otherwise and may be changed from time to time without notice to the Client. Absa will comply with all applicable data protection laws and regulations pertaining to data of the Client. The Client consents to the export of data to a location outside the Republic of South Africa. If applicable, the Client will procure that any entity or individual to whom data relates in respect of a Transaction has consented to the processing of its or her/his data by Absa in the manner described above. The Customer in turn will comply with all data protection laws and regulations applicable to the Customer and the relevant Transactions.

Section VI

Dispute resolution and governing law

- 1 **Dispute resolution:** Any dispute between Absa and the Client will be referred to and finally resolved by arbitration.
 - a) If the dispute is between Absa and a South African Client, the arbitration will be under the rules for commercial arbitrations of the Arbitration Foundation of Southern Africa. The arbitral tribunal will consist of one arbitrator. The seat of the arbitration will be Sandton, in the Republic of South Africa. The language of the arbitration will be English.
 - b) If the dispute is between Absa and a Non-South African Client, the arbitration will be under the Arbitration Rules (the "**LCIA Rules**") of the London Court of International Arbitration ("**LCIA**"). The arbitral tribunal will consist of one arbitrator. The seat of arbitration will be London, United Kingdom. The language of the arbitration will be English.
 - c) Without prejudice to any mode of service allowed under any relevant law, any document relating to any dispute, including the originating process, may be served on a party where the party or any company within the same group of companies of which the party is a member has a place of business and such service will constitute effective service.
 - d) Each party irrevocably waives, to the fullest extent permitted by any law, with respect to it and its revenues and assets (irrespective of their use or intended use), all sovereign or other immunities and privileges to which it or its revenues or assets might otherwise be entitled in the courts of any jurisdiction in any suit, action or proceeding relating to any dispute including, immunity from (i) suit and legal process, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment or seizure of its assets whether before or after judgment, and (v) execution or enforcement of any judgment or award by any means.
- 2 **Governing Law:** These terms and conditions and the legal relationship between the parties hereto are governed by and will be construed in accordance with the laws of the Republic of South Africa. The parties furthermore consent to the jurisdiction of the High Court of South Africa in any action that may be instituted pursuant to these terms and conditions or in respect of any aspect of the legal relationship between the parties.
- 3 **Costs:** The Client undertakes to and warrants the payment of reasonable legal costs, including costs between attorney and own client, incurred by the bank as a result of any failure by the Client to fulfil the obligations imposed upon the Client in terms hereof.