



**amalgam**  
— SECURITIES —

# **Client Investment Mandate**

## **Terms and Conditions**

<b>ACCOUNT NAME</b>	FOR OFFICE USE ONLY			
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<b>ACCOUNT NUMBER</b>	FOR OFFICE USE ONLY	<b>BRANCH CODE</b>		<b>PARTNER CODE</b>	
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## Introduction

This document contains the terms and conditions ("Terms and Conditions") which regulate the relationship between you and Amalga Securities Limited ("Amalga") (a division of Amalgamated Investment Group Limited) and which forms part of our Agreement (as defined below). You should therefore read and ensure that you understand the contents of these Terms and Conditions and that you are in possession of all the relevant documents which make up the Agreement. If there is any part of this document, or any other related document which you do not understand, please feel free contact Amalga for clarification.

In the Mandate and the Schedules and Appendices hereto, unless otherwise clearly indicated by, or inconsistent with the context, the terms used bear the same meaning as are assigned to them by the relevant Securities Acts ("Act/s") governed by the Laws of their respective Jurisdictions, including their Regulations, and the Rules and Directives of the relevant Exchange ("the rules and directives"), or any amendments or replacements to the Act/s and/or the rules and directives, (together, "the applicable legislation").

This Mandate is as contemplated in the rules and the applicable legislation. Every transaction in Exchange Authorised Investments entered into by us with you or on your behalf is transacted on the specific condition that the transaction is entered into subject to the Act/s.

Please complete each Section, Appendix and Schedule applicable to you and provide all the relevant information. Before signing in the relevant spaces provided, carefully read all the terms and conditions of the applicable Sections as well as in the relevant Schedules as they form an integral part of this Mandate. This Mandate and the Schedules hereto, shall commence on the date of signature hereof and may be terminated immediately in writing by either party to the other party.

Please note that should any of the information provided by you in this Mandate or the Appendices change you must advise us of such change/s in writing. Such written advice must be accompanied by the appropriate documentation in support thereof in terms of the requirements of the applicable Anti-Money Laundering Act, where applicable.

## CLIENT PARTICULARS AND COMPANY DETAILS

Name:

Registration Number:

Date of registration:

Income tax Number:

Country of Incorporation:

Address:

Country:

Telephone (Business):

Mobile Number:

*(\*This e-mail Address will also be used for Contract Notes and Statements, unless requested otherwise.)*

E-mail Address:

Designated Representative:

Title:

## BANK DETAILS

### BANK ACCOUNT

(\*Kindly indicate Currency.)

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## Terms and Conditions

### 1. Legal Status

- 1.1. The Agreement between you and Amalga constitutes a mandate as contemplated in the Applicable Legislation based on Jurisdiction.
- 1.2. Upon entering into the Agreement, and at any other time during which the Agreement is in force, we may require that you provide us with documents and other information in order for us to provide Services under the Agreement. This may include providing us with:
  - 1.2.1. prompt notification of changes to your details provided to Amalga;
  - 1.2.2. information relating to your knowledge and experience, your financial situation and your investment objectives, so as to enable us to recommend Services and Financial Products that are suitable for you; and
  - 1.2.3. documents and information which we are required to obtain to ensure compliance with the Applicable Legislation.

*You agree to promptly, upon request by Amalga, provide us with any such information or documents.*

- 1.3. The Agreement shall supersede Amalga's previous agreements or terms of business with you relating to the Services. Such agreements or terms of business shall cease to have effect except to the extent of any accrued rights and obligations thereunder.
- 1.4. In these Terms and Conditions the following expressions shall, unless the context otherwise requires, have the following meanings:

#### 1.5. Interpretation

- 1.5.1. This Agreement and all transactions undertaken in accordance with them shall be subject to the terms of any product sheet provided to you on a case by case basis, as well as any related agreement entered into between Amalga and yourself, and:
- 1.6. all Seychellois and applicable overseas laws and in particular the Applicable Legislation;
- 1.7. rules, statements of principle and directives of applicable authorities (including self-regulating organisations) responsible for the regulation of investment business;
- 1.8. all statutory and other requirements relating to money laundering locally and abroad;
- 1.9. all rules, regulations and by-laws of any relevant exchange and/or clearing institution;
- 1.10. applicable accepted market practice and custom; and
- 1.11. circulars or practice notes issued by any regulatory body.

#### 1.12. Governing law and Jurisdiction

- 1.12.1. The provisions of the Agreement and the relationship created by it shall be governed by Seychellois Law, and are subject to the exclusive jurisdiction of the courts of the Republic of Seychelles.

### 2. General

- 2.1. The main business of Amalga is the provision of Regulated Financial Services including private client stockbroking, portfolio and wealth management, non-discretionary trading and execution services, safe custody as well as Sponsor services.
- 2.2. Amalga is an admitted and authorised member of the following Exchanges and as such, the Company is regulated by the rules and directives of these exchanges and all other applicable Legislation that pertains to the conduct of its investment business within the Republic of Seychelles and abroad (where relevant).

<b>Exchange:</b>	<b>Financial Authority:</b>	<b>Governing Legislation:</b>
MERJ Exchange Limited.	Seychelles Financial Services Authority (FSA).	Seychelles Securities Act, 2007 (Act No. 8 of 2007).
SECDEX Exchange Limited.	Seychelles Financial Services Authority (FSA).	Seychelles Securities Act, 2007 (Act No. 8 of 2007).
The Gibraltar Stock Exchange (GSX) Limited.	Gibraltar Financial Services Commission (GFSC).	Gibraltar Financial Services Act, 2019 (Act No. 2019-26).
Archax Ltd (also trading as Archax MTF).	UK Financial Conduct Authority (FRN: 838656).	Financial Services and Markets Act 2000.

- 2.3. Amalga's registered office is Eden Plaza F1, Eden Island, Mahé, Seychelles.
- 2.4. Amalga may, at its sole discretion, determine a minimum investment amount required for any Product and/or Service offered and amend such minimum from time to time whilst taking the necessary steps to engage and communicate with Clients accordingly.
- 2.5. These Terms and Conditions shall apply to all and any Services provided to you or on your behalf by Amalga and all transactions undertaken in accordance with them shall be read with the terms of any product sheet, application form or mandate provided to you on a case by case basis, as well as any related agreement entered into between Amalga and yourself or designated proxy. Where there is a conflict between any product sheet, application form or mandate and these Terms and Conditions, the provisions in these Terms and Conditions shall prevail, save where the applicable product sheet, application form or mandate expressly provides the contrary, in which case such document shall prevail.
- 2.6. Where Amalga is required by Applicable Legislation to make written disclosures to you, Amalga shall be entitled to make and from time to time revise such disclosures in the manner permitted and/or required by Applicable Legislation.

### 3. Services

The Services you mandate Amalga to provide will be only those selected by you in the Investment Selection Form. Amalga sets out below a short summary of the full range of Services provided by Amalga and the duties, authorities and entitlements of Amalga relating to each Service. Please note the Risk Disclosures, which are detailed in the attached Schedules and form part of the Agreement.

#### 3.1. Discretionary Portfolio Management

By selecting this service, the Client appoints Amalga to act as the Client's discretionary portfolio manager. Amalga has the full discretion to make investment decisions on behalf of its Clients based on their specified investment objectives, strategy and risk profile. Amalga has full authority at its discretion and without prior reference to the Client to enter into any kind of transaction or arrangement for the Client's account in relation to any Investments and cash according to the investment mandate selected by the Client in the Investment Selection Form and the Client Application Form, or any replacement form or document. In addition, Amalga shall be entitled to exercise any voting rights attaching to Securities held by the Client and to exercise any right and/or election relating to Corporate Actions relating to Securities held by the Client on behalf of the Client at the discretion of Amalga. Amalga shall be entitled to provide the Services utilising its own staff or that of another financial services provider. Amalga shall not be required to notify or consult the Client in respect of any investment decision, transaction or arrangement relating to the Investments or the underlying assets of the Portfolio, nor is it required to obtain and transmit to the Client any information relating to the Securities in the Client's Portfolio or which a Financial Product supplier must disclose in terms of any law (such as company reports, proxy forms, notices, circulars, listing particulars and other issuer communications) unless the Client specifically indicates otherwise in the Client Application Form.

#### 3.2. Wealth Management

Amalga offers its Client either:

- 3.2.1. a Product specific service which may include a single investment Product or a range of investment Products which are selected by taking into account the suitability of the Product(s) in meeting an identified specific investment need or holistic investment needs; or
- 3.2.2. an intermediary service, where it will facilitate the transactions between the Client and a third party Financial Services Provider without Amalga providing its Client with an advisory service.

By selecting this service, the Client appoints Amalga to provide holistic advice and active management of the client's overall Investments or to provide advice in relation to a specific need or investment product. The architecture of a holistic wealth management strategy includes exposure to various traditional asset classes and alternative investment strategies (respectively capital guaranteed equity structured products and private equity investments), set up on a core and satellite approach whereby the core of the portfolio is invested in the traditional asset classes. The core portfolio is supplemented by satellite exposures aiming to enhance the risk adjusted return of the aggregate portfolio. The asset allocation and the selection of underlying investment products and instruments aims to match a client's risk profile in terms of the overall portfolio but may contain individual financial instruments that do not meet the client's stated risk profile in isolation.

### 3.3. **Non-discretionary Trading and Execution Services**

Amalga provides trading services to its Client with the Client being solely responsible for all the investment decisions relating to their Investments:

#### 3.3.1. **Dealing with Advice Service**

Amalga provides an execution and advice service, based on the Client's Instructions and may render certain advisory services should the Client so require. Any information, advice, views and/or recommendations given by Amalga to the Client will be in respect of specific Securities or separate individual transactions, as requested by the Client from time to time and without considering the Client's whole portfolio or any of the Client's specific needs and objectives. Notwithstanding any information, advice, views and/or recommendations shared by Amalga with the Client, the Client is solely responsible for its Investment decisions and for managing its portfolio as a whole. Amalga is not responsible for the suitability or appropriateness to the circumstances of the Client or our view on any individual security. Amalga will not be responsible for contacting the Client with regard to any Corporate Actions. Unless the Client takes action on the Corporate Actions automated notifications sent via the medium selected by the Client on the Client Application Form, the Client's election will be automatically defaulted to the issuer's default option.

#### 3.3.2. **Execution Service**

Amalga provides an execution only service where Amalga will only act on the Client's Instruction and/or with the Client's prior consent in relation to its Investments and will not furnish advice in respect of the Client's Investments. Amalga is not responsible for the suitability or appropriateness to the circumstances of the Client or our view on any individual security. Amalga will not be responsible for contacting the Client with regard to any Corporate Actions. Unless the Client takes action on the Corporate Actions automated notifications sent via the medium selected by the Client on the Client Application Form, the Client's election will be automatically defaulted to the issuer's default option.

### 3.4. **Custody and Settlement Service**

- 3.4.1. Amalga provides or arranges safe custody for its Client's Investments in the Republic of Seychelles and/or offshore. These services are provided to all Clients except for non-custodied Clients, being Clients who instruct Amalga to deal on their behalf in Seychellois listed equities, offshore equities and offshore units, but appoint their own central securities depository participant ("CSDP") or other custodian. (Such non-custodied Clients are responsible for verifying their Investments (including the value thereof) with their CSDP or other custodian). All Exchange Listed Investments other than cash, non-controlled Investments, and Financial Products of third party providers held in approved nominee companies affiliated with such providers will be registered in the name of our Nominee Company and shall be held by Amalga's CSDP on your behalf. All foreign Investments will be held in the name of a nominee company of Amalga's choice or as selected by Amalga's agents.
- 3.4.2. Your Investments or any part thereof, will be deposited by Amalga or the applicable nominee company for safekeeping in a central securities depository or electronic scrip registry. If Amalga is not a participant in such a depository or registry, Amalga or the applicable nominee company may deposit the Investment in the depository or registry through a participant chosen by Amalga. These Investments will be held in an electronic, uncertificated form known as dematerialised scrip.
- 3.4.3. Amalga may transfer such Investments from one electronic record to another or withdraw any such Investment from safe custody but only for the purposes of:

- 3.4.3.1. transferring the Investments to you or to an account in your name held by a member of another Exchange or at another provider, upon termination of the Agreement;
- 3.4.3.2. dealing with Investments as may actually be required in fulfilling the terms of the Agreement;
- 3.4.3.3. any other lawful purpose in terms of our Agreement.
- 3.4.4. Should Investments accepted by Amalga for deposit be credited to your account prior to actual receipt by Amalga or its Custodial Agent and should they subsequently not be received, Amalga shall be entitled to reverse such credits.
- 3.4.5. Unless Instructions are received from you to the contrary, Amalga shall, as soon as it is reasonably practical, credit to your account all dividends, interest, capital and other rights accruing to you and received by Amalga or its Custodial Agent. Amalga shall be authorised to deduct or withhold any tax which is required to be so deducted or withheld, or where Amalga is liable or accountable to do so by law or practice of any relevant revenue authority of any jurisdiction.
- 3.4.6. Amalga will not accept liability or responsibility for the default of a CSDP, the Nominee Company or any other nominee company or Custodial Agent.
- 3.4.7. You agree that legal title to an Investment accepted for deposit may be registered or recorded in the record of legal entitlement in the name of the Nominee Company, a Custodial Agent or such other person as may be necessary for the Services you have selected.
- 3.4.8. Where Investments purchased, held or sold on your behalf are held by another Financial Services Provider or its offshore equivalent, and Amalga reasonably believes that it shall be in your best interests, or it is not feasible to do otherwise, due to the nature of the law or market practice of an overseas jurisdiction, legal title to an investment accepted for deposit may be registered or recorded in the name of a Custodial Agent or the name of Amalga or its agent (this information will be disclosed on request). In such circumstances, the Investments may not be segregated from those of Amalga, or its agent, and in the event of default by Amalga or its agent, you may not be recognised as the owner of the Investments in the applicable foreign jurisdiction.
- 3.4.9. You accept all applicable obligations in terms of the settlement rules of the respective markets and/or Exchanges in which you wish to transact or in which transactions are to be undertaken on your behalf and agree to comply with such. These may result in an obligation on you to pay or deliver within specific time frames over which Amalga, or its agent, has no control. Should you place Amalga, or its agent, in a position where it cannot effect settlement on your behalf, you may suffer losses and/or be liable for interest, margin, charges and/or penalties levied by any settlement authority due to your failure to settle or deliver. In such event, you agree that Amalga may recover these directly from your account without prior notice to you.
- 3.4.10. Where compensation applies to you as the non-failing party, Amalga is requested to submit full details of a claim on your behalf by the day following the day where the rollover trade or re-transacted trade has been completed or where the Exchange has notified us that only compensation will apply. When we inform you that you are the non-failing party to a rolled over or failed trade, you must immediately bring to our attention in writing any relevant factor to such claim, including tax consequences. We will endeavour to claim accordingly, subject to the Exchange mandated timeframe to submit such claim. We cannot be held liable for any consequence that may emerge at a later stage.
- 3.4.11. In order to avoid the consequences of not meeting the settlement obligations of an Exchange, you hereby agree that Amalga will be entitled to automatically arrange for a scrip lending agreement in respect of any transaction, where Amalga can reasonably conclude in its sole discretion that you have not put in place such scrip lending agreement. All costs and charges relating to such scrip lending agreement shall be for your account and you authorise Amalga to debit such charges from your account.

### 3.5. Authority to Close-out a Position

- 3.5.1. If at any time, Amalga has any reason to believe that you may be unable or unwilling to meet any liabilities which you have incurred to Amalga or which Amalga may have incurred on your

behalf, or to comply with any other of your obligations under the Agreement, Amalga shall be entitled (and Amalga is hereby irrevocably authorised by you) to take all or any of the following actions:

- 3.5.2. sell Investments bought on your behalf but which you have not paid;
- 3.5.3. close any short positions (by buying-in Investments or otherwise) in the event that the relevant Securities have not been delivered by you;
- 3.5.4. sell any Securities held or registered by Amalga or in our Nominee Company or another custodian to our order or acquired on your behalf; and
- 3.5.5. take any other steps (whether or not similar to the above) Amalga may consider to be necessary to protect Amalga's position.

*Our Services may not be available to Clients who are citizens or residents in countries where such Services are prohibited by local law. If you are in any doubt as to whether this will apply to you as a Client of a specific country, you should contact your financial advisor. Amalga will not be responsible for the use of our Services, and the consequences thereof, where the provision of such Services is prohibited by local law.*

#### **4. Financial Products and Investment Offerings**

Subject to the Services and Products selected by you, and as may be required by Applicable Legislation or our processes, you hereby appoint Amalga to enter into transactions on your behalf, both in the Republic of Seychelles and, if and when permitted by law, in foreign countries in respect of the following Securities and Financial Products:

- 4.1. listed and unlisted Securities, including any derivatives thereof;
- 4.2. money market instruments, including but not limited to, notes, negotiable certificates of deposit, commercial paper or other debt instruments, including any derivatives thereof;
- 4.3. bonds and other fixed income instruments including depository receipts;
- 4.4. units or participatory interests in collective investment schemes licensed or registered in a foreign country;
- 4.5. foreign currencies and derivatives on foreign currencies, subject to any Applicable Legislation;
- 4.6. short and long term bank deposits, and/or money broking transactions on your behalf;
- 4.7. any other Securities, Financial Products, alternative investments, (including structured products and private equity instruments) or transactions as Amalga may from time to time agree with you in writing;
- 4.8. a facility or arrangement that includes one or more of the Financial Products listed in Section 9; and
- 4.9. any other facility or arrangement designated by Applicable Legislation;
- 4.10. Obligations of Amalga
  - 4.10.1. Unless Amalga has received an instruction to the contrary from you, Amalga will roll all outstanding contracts prior to the expiry date into the next contract period. If you wish to let your contract expire, you must instruct your Amalga broker in relation to such expiration as soon as is practicable.
  - 4.10.2. Where you instruct Futures contracts to expire, please note that you are also obliged to ensure that sufficient funds are available in your Amalga account for the take up of the underlying shares. Should such cash not be available by the roll over date, Amalga will take whatever steps necessary to reduce our risk and exposure. You will be liable for any remaining outstanding amounts plus interest and costs.
  - 4.10.3. Where you instruct specific International Derivatives / Futures contracts and Currency Futures contracts to expire, the underlying cannot be taken up, therefore cash settlement will occur on close out.
- 4.11. You hereby warrant and represent:



- 4.11.1. that your investment objectives as set out in the investment assessment provided to us in no way constitutes a contravention of the Applicable Legislation or your constitutional rights where applicable and you hereby indemnify and hold Amalga harmless for any and all losses whether direct or consequential as a result of Amalga acting in accordance with such stated investment objectives or for investing in any Derivatives Contract at your request;
- 4.11.2. that you are fully aware of the risks, obligations and significant aspects of investment into Derivatives Instruments, including the risks of significant losses;
- 4.11.3. that you are fully responsible for understanding and monitoring the specific characteristics of such Derivative Contract, including but not limited to the applicable conditions and restrictions on expiry, exercise or lapse of such instrument;
- 4.11.4. that you further understand the risks of dealing in foreign markets, including currency and equities risks;
- 4.11.5. that you remain responsible for communicating timeously to Amalga, prior to the applicable due date, any course of action to be taken in terms of specific conditions attached to the relevant Derivative Instrument.
- 4.11.6. that you are solely responsible for any loss resulting from trading in Derivatives Instruments and for obtaining appropriate legal, regulatory, tax and accounting advice prior to entering into any Derivative Instrument.
- 4.11.7. You hereby indemnify and hold Amalga harmless against any loss incurred pursuant to having requested Amalga to carry out any business related to investing into Derivative Instruments.
- 4.11.8. Amalga may further liquidate any other holdings as it deems fit in order to offset and settle any outstanding obligations resulting from your trading in Derivative Instruments.

**4.12. Trading limits**

Amalga shall use its reasonable endeavors to advise you of all trading or position limits imposed upon you by the relevant exchange, if any, and of all limits imposed by Amalga. In addition, Amalga shall have discretion to amend any minimum contract size as may be applicable.

**4.13. Foreign Investments**

Where you authorise Amalga to invest on your behalf in Foreign Investments, you agree to the terms below.

- 4.13.1. You acknowledge that Foreign Investments are subject to specific limits, conditions and forms as determined by the Reserve Bank and Tax Authority of your domicile. Where you request Amalga to make Foreign Investments on your behalf by using your individual offshore investment allowance, you warrant that you do not exceed the permitted maximum amount per annum as granted or approved by the Reserve Bank and Tax Authority of your domicile.
- 4.13.2. In executing Foreign Investments, Amalga may transact through any agent or third party of its choice, subject to their terms and conditions.
- 4.13.3. All currency transactions effected on your behalf will be effected by Amalga's Banking Agent. Amalga will not accept limit orders for currency transactions. Amalga may add an administration fee which will be disclosed to you at the time of dealing and the all-in exchange rate charged to you will be reflected on your transaction confirmation note.
- 4.13.4. Amalga has no control over currency transactions effected by foreign counterparties.
- 4.13.5. You accept that the conversion of Foreign Currency is subject to receipt of the investment amount, approval of the application by Amalga and/or the relevant foreign agent or third party or their delegates, who may decline the application at their discretion or until their requirements such as anti-money laundering verifications are met.
- 4.13.6. Orders or any other transaction in Foreign Investments may be passed to Amalga or its agents for execution, or to any other third party broker, investment manager or administrator selected at Amalga's discretion and you will be bound by the terms and conditions of service of such third party.

- 4.13.7. Amalga will submit to you for payment or may recoup from you, any administration fees, charge or management fees charged by the relevant offshore Agent or third party broker, investment manager, administrator or custodian of your Foreign Investments.
- 4.13.8. You acknowledge that changes in the requirements relating to Asset Swaps may require Amalga to unwind foreign investments made on your behalf and to repatriate applicable funds to your jurisdiction of domicile.

## 5. Investment Advice

*(This section is not applicable if you have selected execution only services or dealing with advice services and confirmed to Amalga in writing that you do not require any advice.)*

- 5.1. Where our Services include Amalga providing you with advice, such Services shall be conducted on the basis set out in the sections relevant to the Services you have selected, subject to the Applicable Legislation and subject to you providing Amalga with a completed and signed Financial Assessment Questionnaire or similar document which will enable Amalga to obtain an understanding of your needs and investment objectives as well as your risk tolerance and your capacity for capital loss.
- 5.2. Should your financial circumstances, needs or objectives change at any time, you should advise Amalga of such change immediately.
- 5.3. Where you have not provided all information requested by Amalga for the purposes of Amalga furnishing advice to you or where Amalga has been unable to conduct such an analysis because in the light of the circumstances surrounding the case, there was not reasonably sufficient time to do so, Amalga will not be in a position to perform a full analysis of the suitability of a particular transaction and there may be limitations on the appropriateness of the advice provided. In such circumstances you should take particular care to consider whether the advice is appropriate considering your objectives, financial situation and particular needs. In addition, where you elect to conclude a transaction that differs from that recommended by Amalga, or otherwise elect not to follow the advice furnished by Amalga, or elect to receive more limited information or advice than Amalga is able to provide, then you must, in order to manage the risks to you, take particular care to consider whether any product selected is appropriate to your needs, objectives and circumstances.

## 6. Instructions

- 6.1. Amalga will accept your written, where required, and/or oral Instructions (“Instructions”). For security purposes, you acknowledge that Amalga has the right to delay carrying out any Instructions from you whilst Amalga verifies the authenticity or correctness of such Instruction, in our discretion. Your Instruction will be formally acknowledged by issuing a contract note or confirmation of the transaction(s) through the document distribution method. The confirmation will supersede any oral acknowledgement of your order given at the time and you should contact Amalga immediately if the contract note or confirmation does not accord with your Instructions. In the absence of manifest error, confirmations shall be conclusive and binding on you. Please note that once an order or Instruction has been accepted for immediate execution by us, it may not be possible to amend or withdraw it and you will remain responsible for its settlement until Amalga has provided confirmation that it has been successfully amended or withdrawn.
- 6.2. Where Instructions are given by e-mail, you should not assume that any e-mail has been received by Amalga and/or actioned unless you received either an e-mail and/or telephone call acknowledging our receipt. You should also be aware that e-mail is not a secure medium and therefore any Instructions received by Amalga purporting to be from you by e-mail may be actioned. Amalga will accept no liability for any false Instructions or delay whatsoever.
- 6.3. At all times, you shall be responsible for promptly giving any Instructions to Amalga as required. It is your duty to ensure that any Instructions given to Amalga are correct, complete, clear and intelligible. Amalga shall not be responsible or liable for any reason whatsoever for any loss or damage (whether direct or consequential) as a result of not receiving Instructions or receiving Instructions which are late, incomplete, ambiguous or incorrect with respect to your Investments. In such cases, Amalga may, in its sole discretion, take such reasonable steps as Amalga considers necessary or desirable for its own or your protection.
- 6.4. Amalga will be entitled but not bound to act on a request from you to effect a transaction in accordance with these Terms and Conditions. If Amalga declines to accept Instructions from you, Amalga will notify you.
- 6.5. Amalga is entitled but not bound to require confirmation (in such form as Amalga may request) of any Instruction:

- 6.5.1. which is given orally;
  - 6.5.2. if it appears to Amalga that such confirmation is necessary or desirable; or
  - 6.5.3. if such Instruction is to close an account or remit money due to you.
- 6.6. Where you require a change to your Personal Information in relation to any of your accounts, Amalga may require you to make such a request in writing supported by appropriate documentary evidence.
  - 6.7. Where the Agreement is entered into with any entity other than an individual, a resolution from the entity (trust/company/close corporation or any unincorporated entity or partnership) giving the signatory authority to sign on behalf of the legal entity and authorising nominated signatories to provide Instructions on its behalf will be required and any changes thereto shall be communicated to Amalga in writing. Amalga shall not be liable or responsible for any reason, in the event that the signatory to the Agreement or authorised signatories is/are not duly authorised and the signatory indemnifies Amalga against any and all damages and/or loss arising from such event.
  - 6.8. If the Client is an individual, Amalga shall, following the death of the Client, act on the instructions of the appointed executor(s).
  - 6.9. You may withdraw money from the Investments managed and/or administered by Amalga by giving Amalga written notice. Amalga undertakes to pay from the available cash managed and/or administered by Amalga on your behalf the amount to which your withdrawal relates within 3 (three) Business Days of receipt of such notice. If Investments must be realised in order to fund the amount of such withdrawal, Amalga shall use reasonable endeavors to realise the applicable Investments in accordance with your instructions. Payment to you will only be possible when Investments have been redeemed and credited to your account in South Africa. You accept that the realisation of Investments may lead to delay in payment of the withdrawal amount.
  - 6.10. If the Client is a director of a listed company locally or offshore, it is the Client's sole responsibility to inform Amalga in writing of any restrictions of shares in the company in which s/he is a director. Amalga will assume no responsibility as it relates to any exchange notification request e.g. Exchange News Service announcement.
  - 6.11. Without prejudice to the above, you agree that Amalga may deem any such Instruction purported to be given by you as authentic, valid and properly executed on your behalf and that it will be binding on you notwithstanding that such Instruction may have been made without or in excess of authority from you and/or any error, misunderstanding, fault, forgery or lack of clarity that may have been made or contained in the terms of such Instruction. You further agree that Amalga shall be under no duty to verify the authenticity of such Instruction or to enquire whether such Instruction has been made properly or with due authority. Amalga shall not be liable for relying on any such Instruction and you agree to indemnify and hold Amalga harmless, on demand, in full, against all claims, liabilities, damages, losses, costs and expenses of any kind arising from Amalga acting or omitting or refusing to act on such instruction.

## **7. Telephone calls**

- 7.1. In order to assist in monitoring and compliance with the Applicable Legislation and to avoid misunderstandings, telephone conversations between you and employees of Amalga may be recorded with or without the use of an automatic tone warning device.
- 7.2. Our recordings shall remain the sole property of Amalga and will be accepted by you as evidence of the orders, Instructions or conversations so recorded. You accept that a certificate confirming the content of such recording and certified to be correct by an officer in the service of Amalga shall constitute rebuttable proof of the facts contained in such recording.
- 7.3. You agree that Amalga may deliver copies or transcripts of such recordings to any court or regulatory authorities, when requested to do so.

## **8. Orders and transactions**

- 8.1. Orders may be passed to overseas branches or associate companies of Amalga for execution. Other brokers (selected at Amalga's discretion) may also be used. Orders are subject to the terms and conditions of any such broker and to the Applicable Legislation. Please note that the legal, compliance and risk conditions may differ from our own, and on this basis, we are obliged to comply accordingly.
- 8.2. You hereby authorise Amalga to take any action which it, in its discretion, considers to be in your best interest

in circumstances of an emergency, market failure, market disruption, trading suspension or issuer financial distress. You further agree that if any Exchange, clearing house, CSDP, custodian, third party service provider or agent takes any action which affects a transaction, Amalga may take such action in response which it, in its discretion, considers to be in your best interest. Amalga will not be liable for any loss suffered by you as a result of the acts or omissions of any Exchange, clearing house, CSDP, custodian, third party service provider or agent or any action reasonably taken by Amalga.

- 8.3. Amalga shall not be required to do anything or refrain from doing anything which would, in its opinion, infringe the Applicable Legislation. Amalga may at any time and without notice, do whatever it considers necessary to comply with the Applicable Legislation.
- 8.4. Best execution – Amalga will adhere to the best execution principle in respect of transactions which it undertakes for you in that it will take reasonable care to obtain the best possible result when executing client orders or placing orders with (or transmitting orders to) other entities to execute, taking into account the terms and conditions agreed with you.
- 8.5. Orders placed in offshore markets are subject to the best execution rules of the jurisdiction concerned and agents used by Amalga and its agents.

## **9. Statements and Valuations**

- 9.1. Subject to the Applicable Legislation, Amalga shall furnish you with a statement of account at regular intervals of at least every three months but not more than monthly unless:
  - 9.1.1. you consent in writing not to receive the statements because they are made available to you through electronic means on a continuous basis; or
  - 9.1.2. your portfolio includes any transactions in derivative instruments during the course of a month and/or open positions in derivative instruments in which case a statement shall be supplied to you daily.
- 9.2. Amalga may provide information to you in separate statements either during the reporting period or as at the reporting date, on request by you.
- 9.3. Amalga may provide a statement to you and/or to an agent or third party nominated by you in writing.
- 9.4. Statements provided by Amalga will provide you with the quantity, description and market value of Investments forming part of your portfolio at the reporting date.
- 9.5. Where statements are provided to you by a third party, such statements will be provided in accordance with the relevant third party's terms and conditions as agreed to by you.
- 9.6. In the event that you request ad hoc valuations, such valuations will be provided on the basis stated at the time, which should not be taken to imply that the valuation represents a market value or that any market professional would quote the same or similar values or that any transaction or position can be realised for that value.
- 9.7. Provision of a valuation does not constitute either a bid or an offer by Amalga. If Amalga subsequently agrees to quote a firm price, that firm price may differ from the most recent valuation provided to you.
- 9.8. Valuations will be provided solely for your information and are not intended for the benefit of any other party. Amalga specifically disclaims liability for any use you may make of any valuation. You should discuss with your external advisors the extent to which any valuation provided by Amalga may be used to value your or any other person's Investments. Providing valuations to you on one or more occasions does not create an obligation for Amalga to continue to do so in the future.
- 9.9. Valuations for deceased estates are provided subject to the relevant fee as set out in the accompanying Fee Schedule.
- 9.10. Valuations of listed Investments will be prepared on the basis of the ruling prices disseminated by the relevant Exchange on the date specified. Unlisted Investments will be valued at the most recent estimate if, in the opinion of Amalga, it is reasonable to do so, otherwise they may be excluded from the valuation. Valuation of non-South African Investments will be based on the latest closing prices available to us.

## **10. Fees**

- 10.1. The fees for our Services are shown in our most recent Fee Schedule available to you at your request.
- 10.2. Amalga may amend any of the fees set out in the Fee Schedule from time to time provided only that Amalga gives you at least thirty days' prior notice.
- 10.3. In addition to the fees stipulated, you will be responsible for payment of any taxes, duties, charges (including bank charges) or expenses incurred by Amalga or levied on Amalga by any Exchange or other agent or third party in relation to your Investments.
- 10.4. You agree that Amalga shall be entitled at its discretion to debit any of your accounts with any amount due by you to it under the Agreement, including any expenses or taxes incurred on your behalf, as well as any other agreed fees and expenses, or to deduct or withhold such fees, charges or expenses from any amount received by Amalga for your account and payable by Amalga to you.
- 10.5. You acknowledge that Amalga may, at its absolute discretion, charge negotiated or discounted fees and commissions without this amounting to treating certain clients unfairly.
- 10.6. Amalga is specifically authorised to realise any investment that may be held by us in terms of this Agreement should there be insufficient cash available to settle any outstanding fee, charge or commission.
- 10.7. Should this Agreement be terminated at any time, our pro-rata fee for the applicable period shall be calculated and payable on the date of termination.

### **Cash Deposits**

In respect of your Investments, all your deposits, including interest, dividends, proceeds of disposals and cash ("Client Funds") received by us, will either be:

- 10.8. paid by Amalga for your credit and in your name into the relevant Exchange's Trustees Account, in which case you will be afforded the protection under the relevant Exchange's rules; or
- 10.9. on your Instruction, transferred to a third party Bank of your choice, to be held on deposit in a client trust account, in which case, you confirm that Amalga will act as agent on your behalf; and
- 10.10. you acknowledge that you bear the risk and benefit and that Amalga will not assume any responsibility in terms of the third party Bank's failure to meet its commitments in terms of any such transaction; and
- 10.11. you agree that you will consider all statements received and advise Amalga immediately should there be any inaccuracies.
- 10.12. You authorise Amalga to retain or to withdraw from any cash deposited on your behalf in the relevant Exchange's Trustees Account or any other client trust account as actually required:
- 10.13. to pay for Investments purchased on your behalf from time to time;
- 10.14. to effect such payments as are necessary in terms of the Agreement;
- 10.15. to discharge a debt due by you to us, whether in respect of fees or charges due under the Agreement or otherwise.

***In terms of the relevant Exchange's rules, Amalga is not permitted to receive deposits paid in cash.***

***In respect of Foreign Investments, your deposits, including interest, dividends, proceeds of disposals and cash ("Foreign Client Funds") received by our nominated third party in respect of your Foreign Investments, will be held in accordance with applicable laws. The interest earned on such Foreign Client Funds will be currency dependant and therefore, in certain circumstances, may yield zero to possibly negative interest.***

### **Payments**

Client funds deposited by Amalga on your behalf into the relevant Exchange's Trustees Account or any other Client trust account in terms of the Agreement, as permitted by the Applicable Legislation, will only be paid to a bank account in your name as designated by you in the Client Application Form or as advised by you in writing and include acceptable proof of such bank details.

Where Amalga transacts on your behalf, Amalga will not make any third party payment (except for payment to an

account in your name held at another broker, Bank, asset manager, Financial Service Provider or offshore equivalent or as may be required when exercising our discretion in managing your Investments).

### **Interest**

Payable to you:

Interest earned on your available cash will be paid to you, calculated according to the prevailing Trustee Account rates or, money market rates as applicable to your Investments.

Amalga may charge you an administration fee relating to such cash or cash equivalent Investments as disclosed in our Fee Schedule, as amended from time to time.

**Offshore:** Interest will be paid based on the specific terms and conditions applicable.

Payable by you:

If you are in default in paying any amount when it is due to Amalga, Amalga will charge you interest, which will accrue and be levied on a daily basis at the prevailing prime lending rate, as published by Amalga's Bankers from time to time.

**Offshore:** If in default, interest will be payable by you to the broker concerned, subject to their terms and conditions.

## **11. Conflicts of Interest**

- 11.1. Amalga is committed to ensuring that its business and relationships with Clients are conducted in an ethical and equitable manner in accordance with good business practices, principles and policies relating to treating customers fairly, in a way that safeguards the interests of all stakeholders. Amalga will not knowingly place its own interest above those of its Clients. In terms of our policies and practices, information barriers separate Amalga from other divisions within the company. This may result in Amalga not being aware of services or transactions undertaken by other divisions.
- 11.2. Amalga Securities Limited forms part of the Amalgamated Investment Group Limited, an international specialist Finance group that provides a diverse range of Financial Products and Services to a select client base and potential conflicts of interest may arise. As such, the avoidance, and where avoidance is not possible, the mitigation and management of conflicts of interest are inherent to the Amalga business. Given the nature of Amalga's business, and other divisions conducting investment banking activities such as investment research, proprietary trading and corporate finance business, conflict of interest management is paramount. Amalga distributes products created by various divisions.
- 11.3. You understand and accept that Amalga may have, directly or indirectly, an interest, arrangement or relationship which could be in conflict with your transactions. You agree that Amalga may transact such business or perform other services, without prior reference to you and/or approval from you, save where Applicable Legislation requires Amalga to provide further disclosures to you or to seek your consent to a specific matter.
- 11.4. Amalga may receive commission, incentives, fee reductions or rebates from an administrative financial service provider or product supplier for placing client funds with them. Amalga shall provide information in relation to such arrangements relating to your Investments to you upon request.

## **12. Market Information, Views and Opinions**

- 12.1. Amalga may provide you with market information, views and opinions which Amalga prepares from internal sources and/or external sources Amalga believes to be reliable.
- 12.2. Market information, views and opinions provided to you are of a general investment nature, are not personal recommendations and are not intended to address the specific circumstances of any particular individual or entity. No one should act upon such information, view or opinion without appropriate professional advice and after examination of their particular needs and circumstances.
- 12.3. Amalga endeavours to provide accurate and timely information but Amalga makes no representation or warranty, express or implied, with respect to the correctness, accuracy or completeness of the applicable market information, views and/or opinions provided by Amalga. Accordingly, Amalga shall not be liable for any direct or consequential loss arising from the use of our market information, views or opinions, or arising out of errors, omissions or changes in market factors. Information, views and opinions are provided for your personal use only and you may not copy, distribute, redistribute, sell, resell, retransmit or otherwise make

market information, views or opinions available to third parties and Amalga will not be liable for the misuse of such.

### **13. Benchmarking**

- 13.1. Amalga may provide you with a benchmark in relation to your portfolio or certain Products. A benchmark is a reference point for your portfolio designed to assist you in assessing the performance of your portfolio or the Products. It is not a promise that your portfolio or product will perform in line with or follow the benchmark. It does not mean that your portfolio or the Products are based on the Investments making up such benchmark.
- 13.2. For performance measurement purpose, Amalga may select a benchmark as Amalga deems appropriate to your portfolio or our Products. In some circumstances, Amalga may decide to amend the benchmark to reflect a more appropriate measure and will notify you accordingly.

### **14. Corporate Actions**

- 14.1. This section does not apply to you if you have selected a discretionary portfolio management service as Amalga will have full discretion with regards to any Corporate Action, event, or exercise of any right.
- 14.2. You may elect to receive or not receive company reports directly from the issuer, however Amalga will have no control over such distribution of company records and shall incur no liability if such reports are not received by you.
- 14.3. It is your sole responsibility to monitor Corporation Actions and inform Amalga of your instruction at least two Business Days prior to the applicable response date.
- 14.4. Amalga shall be entitled, in respect of non-discretionary accounts, to select the issuer default option, unless you direct your relationship manager or account administrator to take any specific course of action.
- 14.5. Amalga shall not exercise voting rights in respect of non-discretionary accounts without your instruction per the prescribed formalities.
- 14.6. You agree that where an Investment is held by a Custodial Agent or third party provider, Amalga shall only be obligated to pass on your Corporate Action Instructions promptly to the Custodial Agent or third party provider. You acknowledge that the terms of business of a Custodial Agent may contain provisions relating to the giving of Instructions and any action permitted in the absence of such Instructions and that such provisions shall be binding on you.

### **15. Market Abuse**

You agree that you will not, by deliberate or negligent act or omission, commit any market abuse offence as described in the Applicable Legislation. This means distorting, misleading or taking unfair advantage of the market and includes insider trading, market manipulation, prohibited trading practices and making false, misleading or deceptive statements, promises and forecasts. Market abuse is an offence for which you may be liable to pay an administrative sanction, fine and/or to imprisonment.

### **16. Limitation of Liability**

- 16.1. Amalga and its directors, officers, employees and agents, whether forming part of Amalgamated Investment Group Limited or not, will not be liable for any losses, liabilities, costs, expenses, claims or damages (whether direct, indirect or consequential) suffered or incurred by you in connection with the Services or your Investments.
- 16.2. In the event that you instruct Amalga to sell or purchase any Investment, Amalga, its directors, officers, employees and agents shall have no liability for any loss or expense you may incur by reason of any change in market conditions before the particular transaction is effected.
- 16.3. Amalga has legal obligations regarding the detection, reporting and prevention of financial crime, fraud, money laundering and terrorist activity. Amalga is required to take action where Amalga has suspicions about the use of, or any activity concerning, any accounts or funds Amalga holds or any facilities Amalga provides. Amalga may be obliged to refuse transactions or instructions. Amalga will not be liable to you or any third party for any loss or damage arising from any action Amalga may take as a result of our legal obligations.
- 16.4. Nothing contained in these Terms and Conditions shall exclude or restrict or amount to a waiver of any obligations which Amalga has under the Applicable Legislation in relation to you, the Client, or any liability which Amalga may incur under the Applicable Legislation in respect of a breach of any such obligations. Nor

shall anything in these Terms and Conditions require you to indemnify or compensate Amalga to any extent prohibited by the Applicable Legislation.

## **17. Client Warranties, third parties and nominated persons**

- 17.1. You warrant to and for the benefit of Amalga that:
- 17.2. you have full power and authority and are validly existing under the laws of your jurisdiction of establishment to enter into this Agreement and to carry out all the transactions contemplated in this Agreement;
- 17.3. you have taken all necessary action (including the obtaining of all necessary consents, authorisations, registrations and the like, with any government or other regulatory body or authority) and such consents or authorisations are of full force and effect;
- 17.3.1. the execution, delivery and performance of this Agreement will not constitute a breach or result in any default under any other terms of business, memorandum, agreement, constitution, and does not conflict or violate any other obligation, judgment or rules by which you are bound;
- 17.3.2. all details of your financial position and any other information given to Amalga are and will remain complete, accurate and not misleading in any material respect;
- 17.3.3. you will notify Amalga forthwith of any material change in any information provided to us; and
- 17.3.4. you will comply with all Applicable Legislation, including but not limited to anti money laundering legislation.
- 17.4. In relation to any assets managed or held by Amalga on your behalf, you warrant and undertake to Amalga that:
- 17.4.1. all such assets are and at all times shall remain free from any restrictions on transfer;
- 17.4.2. all such assets are and at all times shall remain free from any third party lien, charge, bond, pledge, encumbrance or other similar interest (unless otherwise agreed);
- 17.4.3. no person other than you has any rights or interest in any such assets;
- 17.4.4. you are free to deal with such assets, as the owner thereof.
- 17.5. Amalga may accept Instructions from third parties or provide information to other professional advisors or other third parties where you have confirmed in writing, that Amalga may do so, but Amalga accepts no responsibility for any errors or omissions resulting from misunderstandings in respect of oral Instructions. Amalga will not accept Instructions from third parties, nor provide information to professional or other advisers without such written authority from you.

## **18. Force majeure**

Amalga shall not be liable to you or in breach of the Agreement, if there is any total or partial failure of performance of our duties and obligations as a consequence of an act of God, terrorism, fire, act of government or state, war, civil commotion, insurrection, embargo, breakdown of computer systems or other machine failure, inability to communicate with exchanges and other service providers for whatever reason, beyond our control.

## **19. Changes**

Amalga may amend any provision of the Agreement or our other arrangements with you by sending you a written notice describing the relevant changes. Unless Amalga agrees otherwise in writing, such changes will become effective on the date specified in the notice, which shall be at least thirty Business Days after the notice is sent to you.

## **20. Termination**

- 20.1. Either party may terminate the Agreement for any reason (and without having to provide reasons) with immediate effect by giving written notice to the other in accordance with 30 below.
- 20.2. If the Agreement is terminated by either you or Amalga, Amalga undertakes to ensure that any outstanding orders or transactions initiated by Amalga prior to receiving the termination notice are completed in a timely



fashion and in accordance with best practice.

- 20.3. Any legal rights or obligations of either you or Amalga which may have arisen prior to termination shall survive termination of the Agreement.
- 20.4. If, in any instance the Agreement is terminated by Amalga, Amalga reserves the right to accept or reject any subsequent Instruction relating to holdings in your account, prior to closing your account.
- 20.5. Upon notice of termination, Amalga shall pay to you any cash balances due to you, after deducting relevant fees, charges and costs payable by you. Our fees shall be calculated pro-rata up until the date of termination.

## **21. Notices**

- 21.1. All notices given pursuant to the Agreement shall be in writing and shall be sent to:
  - 21.1.1. Amalga at the address stated in clause 2.3;
  - 21.1.2. you at the address (whether physical or electronic) stated in the Client Application Form, or such other electronic or physical address which either party may notify the other in writing.
- 21.2. Notices shall be sent in writing by the following means and shall be deemed to have been received at the following times:
  - 21.2.1. by hand on the date of delivery;
  - 21.2.2. by pre-paid post on the third Business Day after posting;
  - 21.2.3. by e-mail on the expiration of 24 (twenty four) hours after the time of transmission; or
- 21.3. Please note that where the Agreement is with more than one client, notice need only be served by Amalga on one of those clients, unless otherwise agreed in writing.

## **22. Complaints and disputes**

- 22.1. Amalga will deal with all complaints in accordance with the Applicable Legislation.
- 22.2. Information on Amalga's complaints procedure may be sent to you upon your request.
- 22.3. Amalga will consider all complaints within the timeframe determined by the Applicable Legislation.
- 22.4. If you are dissatisfied with our response, you may refer the complaint to the relevant Exchange or the juridical Regulatory Authority, as may be applicable.

## **23. Commencement**

- 23.1. In respect of new Clients or new accounts, before Amalga can begin to manage or advise in respect of any of your Investments, the following must have taken place:
  - 23.1.1. you must have signed acceptance of these Terms and Conditions by signing the Investment Selection Form; and
  - 23.1.2. Amalga must have received from you a completed and signed Client Application Form; and
  - 23.1.3. the requirements under all applicable anti money laundering legislation and regulations must have been satisfied.
- 23.2. Without limiting any of the requirements set out at clause 37.1, clause 12 shall be of no force and effect unless the Client has:
  - 23.2.1. completed and signed the applicable exchange client registration form and been registered by the clearing house in terms of the rules of the relevant exchange;
  - 23.2.2. completed an investment assessment with Amalga, if you are not exempt in terms of the definition of a "Professional Client" under the rules of the relevant exchange.

*Please note that in accordance with the rules the original signed mandate must be received by Amalga together with all supporting documentation before the account can be opened. Further in terms of Anti-money Laundering Legislation (elaborated on in Schedule 2), Amalga may not establish a business relationship or conclude a transaction with a client unless we have complied with all the prescribed steps to establish and verify the identity of the client, or of another person if the client is acting on behalf of such person, or if another person is acting on behalf of the client, to establish and verify the identity of such other person.*

**Declaration**

I, the undersigned Client, hereby confirm that I have read and understand the terms and conditions of this agreement and contained in the Mandate and the Schedules hereto, copies of which have been given to me. I further confirm that I have obtained independent legal advice on this agreement and I agree to comply with the terms and conditions stated therein.

\_\_\_\_\_  
**CLIENT SIGNATURE/S**

Who warrants his/their authority to sign this Agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_  
**for AMALGA SECURITIES LTD**

Director, who warrants his authority to sign this Agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day  
\_\_\_\_\_ 20\_\_ .

## **SCHEDULE 1: DEFINITIONS**

In these Terms and Conditions the following expressions shall, unless the context otherwise requires or explicitly states, have the following meanings:

- “Agreement” means the agreement between you and Amalga made up of these Terms and Conditions, the applicable Schedules, the associated Client Application Form/s as well as the Investment Selection Form/s;
- “Amalga” means Amalga Securities Limited (company registration number 8410306-1);
- “Applicable Legislation” means legislation and regulations, directives, rules, licensing conditions, codes and guidelines issued implemented and enforced by the competent Authority of the relevant Jurisdiction, as amended or replaced from time to time, which applies to the implementation of this Agreement and/or to Amalga providing Services;
- “Bank” means a company registered as a “bank” as contemplated in the relevant Legislation applicable to a particular Jurisdiction;
- “Business Day” means any day from Monday to Friday, excluding a day which is, from time to time, proclaimed a public holiday in the Republic of Seychelles;
- “Client” means a client of Amalga;
- “Client assets” means any Exchange authorised investment/s safeguarded by a member on behalf of clients;
- “Client Application Form” means the application form completed by you in engaging with Amalga;
- “Contract note” means in respect of trades executed on registered Securities Exchange’s trading system by a member on any particular day: on behalf of a client, a confirmation from the member to the client in respect of such trades; and, on behalf of a member’s proprietary account, the aggregate trades executed on such account;
- “Contractual settlement” means the market convention whereby the parties to a transaction in equity securities have a contractual obligation to cause such transaction to be settled on the settlement date;
- “Controlled account” means an account reflecting the equity securities and funds of a controlled client or the equity securities of a member;
- “Controlled client” means a client or an account holder on whose behalf a client is acting, whose funds and uncertificated equity securities are under the control of a CSP, or whose settlements take place via the CSDP of a member;
- “Corporate Action” means any action, taken by an issuer or any other entity or third party which affects the registered owner and the beneficial owner of Securities in terms of any rights or benefits which flow from, or accrue to, in respect of, the Securities, other than the right to ownership of the Securities themselves. These are, for example, and not limited to cash or scrip dividends, conversions, splits and consolidations, name changes, rights offers and schemes of arrangements;
- “CSD” means the Central Security Depository;
- “CSDP” means the Central Security Depositories Participant that has been accepted by a central securities depository as a participant in that central securities depository;
- “Custodial Agent” means a third party custodian agent appointed by Amalga and/or its agents;
- “Custody account” means an equity securities account with a CSDP which reflects the uncertificated equity securities balances of controlled accounts of a member and through which settlement of transactions in equity securities is effected;
- “Custody services provider” or “CSP” means a member which has been authorised by the relevant Exchange to perform custody services in terms of the applicable rules;
- ‘Derivative Contract’ means the listed contract in respect of a particular instrument and which provides you with exposure to the market movement or daily difference in such underlying instrument whether favourable or not;
- “Dematerialisation” means the process of converting a certificated equity security into an uncertificated equity security;
- “Derivative Instrument” means any financial instrument or contract, including a contract for difference and over the counter

contract, which creates rights and obligations deriving its value from the price or value of the underlying product, financial instrument or thing, or the value of which may vary depending on the change in the price or value of the underlying product, financial instrument or thing.

- “Equity securities” means those Exchange listed securities traded on the equities trading system of the relevant Exchange;
- “Exchange” means a regulated infrastructure for bringing together buyers and sellers, for matching of bids and offers of Securities of multiple buyers and sellers and whereby a matched bid and offer for Securities constitutes a transaction;
- “Failed trade” means a transaction in equity securities which the Settlement Authority deems to be a failed trade on the basis that neither the client, the member nor the Settlement Authority is able to ensure that such transaction will settle on the settlement date or any revised settlement date;
- “Fee Schedule” means the schedule setting out the Fees charged by Amalga to you in respect of Financial Services rendered;
- “Financial Products” has the meaning given per the relevant Securities Acts and Legislation based on Jurisdiction;
- “Financial Services Provider” means shall have the meaning given to it per the relevant Securities Acts and Legislation based on Jurisdiction;
- “Foreign Investments” means the purchase, sale and entering into transactions in Investments that are issued, listed or traded primarily outside the Republic of Seychelles or where the counterparty is resident or domiciled outside the Republic of Seychelles;
- “Initial Margin” means the margin paid by you to the relevant exchange and Amalga when a Derivative Contract is purchased. This cash amount remains on deposit with the relevant exchange and Amalga for as long as you hold a Derivatives Contract;
- “Margin” means a payment made or guarantee provided by a member to the relevant Exchange to assure settlement of transactions in equity securities by that member or its clients;
- “Market Controller” means the person appointed by the relevant Exchange to supervise, administer and control the daily operations of the Exchange’s Electronic Trading System;
- “Marking to market” means the revaluation of a futures or options position at its current market price. All positions are marked-to-market by the relevant exchanges’ clearing house at least once a day. The profit/loss revealed by this revaluation is received from or paid to the clearing house;
- “Member” means a category of authorised user admitted to membership of a Securities Exchange under the relevant Legislation applicable to the Jurisdiction;
- “MERJ” means MERJ Exchange Limited, a public company licensed as a Securities Exchange in terms of the Act;
- “MERJ Dep” means MERJ Depository Limited, a public company licensed as a central securities depository in terms of the Act;
- “Nominee Company” means a nominee approved under the Applicable Legislation;
- “Non-controlled client” means a client or an account holder on whose behalf a client is acting, who has appointed his own CSDP to settle transactions in equity securities on his behalf;
- “Products” means the Financial Products offered by Amalga to you;
- “Reserve Bank” means the Reserve Bank of the Country of Domicile;
- “Revenue Service” means the Revenue Service of the Country of Domicile;
- “Rolling of settlement” means the process initiated by the Settlement Authority in terms of which the settlement date of a transaction in equity or similar securities is rolled to a later date;
- “Sanctions” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body;
- “Sanctioning Body” means any one or a combination of the following entities: The Office of Foreign Assets Control of the Department of Treasury of the United States of America; The United Nations Security Council; The European Union or any

- participating member state of the European Union; and Her Majesty’s Treasury of the United Kingdom;
- “Schedules” means the schedules which form part of the Agreement with Amalga;
- “Securities” has the meaning given per the relevant Securities Acts and Legislation based on Jurisdiction;
- “Services” means the financial services offered by Amalga to you as detailed in clause 5 below;
- “Settle” means to discharge the obligations arising from a transaction in listed securities;
- “Settlement Authority” means the person or persons appointed by the relevant Exchange to manage the settlement of transactions in equity securities effected through the relevant Exchange’s equities trading system in terms of the applicable rules and directives;
- “Settlement commitment” means an electronic undertaking by a CSDP to settle a transaction in equity securities;
- “Settlement date” means in respect of a transaction in equity securities, the date on which the transaction is due to be settled;
- “Settling party” means a buyer or seller of listed securities who settles a transaction or any person appointed in terms of exchange rules by such buyer or seller to settle a transaction on behalf of such buyer or seller;
- “T+1” means the first business day after the trade date;
- “T+2” means the second business day after the trade date;
- “T+3” means the third business day after the trade date;
- “Terminating transaction” means a purchase of equity securities which have not subsequently been sold or a sale of equity securities which have not subsequently been purchased;
- “Trade date” means in respect of a transaction in equity securities, the date reflected as such on the contract note or an electronic confirmation thereof;
- “Transaction” means a contract of purchase and/or sale of securities;
- “Third Party” means any other than the named person or entity on the Client Application Form;
- “Uncertificated equity securities” means equity securities that are not evidenced by a certificate or written instrument and are transferable by book entry without a written instrument;
- “Uncommitted settlement” means settlement obligation for which a CSDP has not provided a settlement undertaking.
- “Variation Margin” means the cash payment required to maintain an initial market position. This is determined daily by the relevant exchange via a process of Marking to Market (MTM);
- “Written” means and includes communications transmitted by way of fax or e-mail or that is handwritten;
- “You” means you/the Client, our customer, to whom Amalga has agreed to provide Services and Products under the Agreement or, in the event of your death, your appointed executor/s.

## **SCHEDULE 2: ANTI-MONEY LAUNDERING, SANCTIONS AND OTHER LEGAL REQUIREMENTS**

Amalga is obliged to comply with the relevant laws and policies relating to local and international anti-money laundering legislation as well as Sanctions. Amalga will therefore screen, verify and process all your information and thereafter monitor all information, instructions and transactions by and on behalf of you and our business relationship with you on a continuous basis. This may result in the non-implementation of your Instructions and even in the suspension of your account and in the termination of transactions or our business relationship with you. To the extent permitted, Amalga will advise you of any such action it intends to take. You acknowledge and confirm that neither Amalga, nor its employees, officers, or directors, shall be liable for any direct, indirect or consequential loss, damage, cost or expense whatsoever that may be suffered or incurred by you as a result of, arising from or relating to Amalga's compliance with such laws or policies.

*The following documentation and information is required by Amalga in order to comply with the obligations set out in Anti-Money Laundering Legislation of the various Jurisdictions within which we operate, other relevant legislation and our internal control procedures; depending on the type and category of the client:*

### **Documents and Information required**

#### **Company**

- Certificate of Incorporation/Registration;
- Articles of Association and Registers of Directors and Shareholders;
- Valid Passport and Utility bill not older than 3 months-confirming residential address of all directors, shareholders and Beneficial owners;
- All relevant contact details;
- Banking details (not older than 3 months) confirming the account number, branch and if a current or savings a/c;

#### **Important notes pertaining to documents requested:**

- All documents should be original certified copies of the documents, no faxed copies or e-mails.
- Documents should be of a good quality, ensure that you are able to identify the picture in identity documents, and the registration numbers of the company on the various company documentation should be clear;
- Ensure that the person/s signing on behalf of the party are authorised to do so;
- Check the rules and any amendments in the case of organisations;
- In the event of a company, where the directors are not the mandated officials, the document needs to set out who the authorised signatories are, with specimen signatures;
- Utility Bills cannot be older than 3 months and has to state the physical street address as well as the entity or individuals name; stand number/s and P.O. Box addresses are insufficient;
- If a utility bill is unavailable the address needs to be verified by a site visit;
- Alternatively, a letter could be requested from the auditors of the Company;
- Certificates of name change are required each time the company undergoes a name change;
- All resolutions and Documents (e.g. such as the rules of a fund) have to be signed correctly in order for such documents to be acceptable;
- Vat and tax registration numbers have to be verified by a document issued by relevant Revenue / Tax Authority;
- A certified copy of a Bank statement (not older than 3 months) or cancelled cheque are required to confirm banking details;
- Where a company is formed by means of an Act , a copy of the relevant Act (or referring us to the relevant Act), the list of mandated officials, and all relevant documents pertaining to their appointment;
- If a letter of exemption is issued to Amalga from another Company on behalf of their client, they are in fact confirming that

they have processed the client in terms of AML, and have the AML documents in their possession;

**Declaration:**

I confirm that I have obtained independent legal and financial advice on the investments contemplated in this schedule and hereby specifically authorise Amalga to invest in Instruments on my behalf. I have indicated below, where applicable, any specific conditions, preferences or constraints applicable to such investments which are not otherwise contained in the Mandate.

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**CLIENT SIGNATURE**

Who warrants his/their authority to sign this Agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

### SCHEDULE 3: RISK DISCLOSURES

1. Investing in securities traded directly and indirectly (via funds) on stock exchanges carries an inherent risk. This means that the value of the assets could go down as well as up, and your capital may depreciate. There are a number of ways in which this could happen. The fundamentals that determine the perceived value of a security could change. The security could be subject to changes in supply and demand resulting in significant price fluctuations. Stock markets are subject to large fluctuations due to economic and political factors. Assessing the relative risk of any of these factors is highly subjective and can change as a result of a specific event. However, risks can be effectively managed through diversification of asset classes, geographic location, as well as through use of market neutral trading strategies.
2. Investing in unlisted shares involves a higher degree of risk. This is because unlisted shares are not generally tradable and therefore may be a relatively illiquid investment. There is not now, and there may not develop, any active secondary market for the resale of unlisted shares. An investment in unlisted shares should only be considered by persons financially able to maintain their investment for a substantial period of time and who can afford a loss of all or a substantial part of their investment. Because there may not be a recognisable market for unlisted investments it may be difficult for us to deal in any such investments or to obtain reliable information about their value or the extent of the risks to which such investments are exposed.
3. By your signature to the Mandate, you acknowledge that you have been informed of the risks inherent in the investments as contained in Schedule A, from time to time. In addition, you accept that such risk may result in financial loss to you.
4. You hereby indemnify the firm and hold us harmless against – any loss incurred on your behalf pursuant to any bona fide investment made by us in terms of the Mandate; and any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, which may be brought against us by reason of the operation of your account.
5. You hereby indemnify any third party with whom we contract on your behalf and hold us or any such third party harmless from: any loss incurred on your behalf pursuant to any bona fide investment made by us with such third party in terms of the Mandate; and any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, which may be brought against us by reason of the operation of your account with respect to investments made for you with third parties.
6. Nothing herein contained shall however absolve us from liability for loss suffered by you or any other person through any act of fraud, theft, bad faith, dishonesty or gross negligence on our part or on the part of our employees. The foregoing notwithstanding, we assume no liability whatsoever for any act of fraud, theft, bad faith, dishonesty or gross negligence on the part of any third party as mentioned above, or on the part of any such third party's employees. Nor do we assume any liability in the event of the insolvency or subsequent sequestration or liquidation of such third party's estate.

#### Declaration:

I confirm that I have obtained independent legal and financial advice on the investments contemplated in this schedule and hereby specifically authorise Amalga to invest in Instruments on my behalf.

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#### CLIENT SIGNATURE

Who warrants his/their authority to sign this Agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.