

FOREIGN EXCHANGE MANDATE

This Mandate set out herein applies if the Client has opened an account through Velocity Trade's FX Desk. This Mandate shall be read with and construed as part of the Client Agreement. Unless the contrary is indicated, the terms defined in the terms and conditions of the Client Agreement shall bear the same meaning herein.

1 INTERPRETATION

In this Mandate, unless inconsistent with or otherwise indicated by the context –

- 1.1 **"the Account"** means each account with an Authorised Dealer, existing accounts or accounts opened by Velocity Trade for and on behalf of the Client in terms of this Mandate;
- 1.2 **"Authorised Dealer"** means a person authorised by the South African Reserve Bank to deal in foreign exchange;
- 1.3 **"Client"** means the person or entity who has submitted the Application Form and agreed to be bound by the terms and conditions of the Client Agreement, including this Mandate, and who has been notified by Velocity Trade that its application has been accepted;
- 1.4 **"Exchange Control Laws"** means the laws, regulations, directives and rules applicable to exchange control in South Africa, including the Currency and Exchanges Act, 9 of 1993 and the Exchange Control Regulations as promulgated by Government Notice R.1111 of 1 December 1961, as amended from time to time;
- 1.5 **"Foreign Exchange Transactions"** means a transaction in Foreign Exchange, including but not limited to a contract of purchase or sale of Foreign Exchange for delivery by means of forward delivery, spot delivery, one-day delivery, same day delivery or any other means of delivery, non-deliverable forward contracts and currency options; and
- 1.6 **"this Mandate"** means this foreign exchange mandate as set out herein.

2 APPOINTMENT

- 2.1 Subject to the terms and conditions hereof, the Client hereby appoints Velocity Trade to provide the Client with administration services in respect of Foreign Exchange Transactions.

- 2.2 Velocity Trade be and is hereby authorised to –
- 2.2.1 open, operate and close accounts with an Authorised Dealer for and on behalf of the Client and in the Client's name for the sole purpose of processing, settling and paying commissions for Foreign Exchange Transactions;
 - 2.2.2 obtain quotes in respect of Foreign Exchange rates, negotiate and conclude Foreign Exchange Transactions with the Authorised Dealer on behalf of the Client in accordance with the provisions of clause 3;
 - 2.2.3 to sign all such documents and do all such things as may be necessary for the purpose of concluding a Foreign Exchange Transaction;
 - 2.2.4 to make any payments against the Account in connection with a Foreign Exchange Transaction;
 - 2.2.5 if necessary, to submit applications to the South African Reserve Bank in respect of the approval of a Foreign Exchange Transactions; and
 - 2.2.6 to invest any collateral funds, required by the Authorised Dealer in respect of the Foreign Exchange Transactions, with such institution as Velocity Trade deems fit and on such terms and conditions as Velocity Trade deems fit.

3 EXECUTION OF FOREIGN EXCHANGE TRANSACTIONS

- 3.1 If the Client wishes to conclude a Foreign Exchange Transaction, the Client will request exchange rate quotes and pricing from Velocity Trade who will in turn obtain such quotes and pricing from the Authorised Dealer. After receipt of the exchange rate quotes and pricing, the Client may instruct Velocity Trade to proceed with the Foreign Exchange Transaction.
- 3.2 Prior to concluding the Foreign Exchange Transaction on behalf of the Client, Velocity Trade will issue the Client with written confirmation of the Foreign Exchange Transaction ("**the Client Trade Confirmation**"). Unless the Client notifies Velocity Trade, before 17h00 on the date on which the Client Trade Confirmation is issued, that it disputes the Client Trade Confirmation, the Client shall be deemed to have accepted the Client Trade Confirmation as a true and correct reflection of the Foreign Exchange Transaction.
- 3.3 The Client shall make payment of the amount payable by it in respect of the Foreign Exchange Transactions, including any fees and costs payable in respect thereof, by no later than the date set out in the Client Trade Confirmation, by way of electronic funds

transfer of cleared funds into the Account. Any delay in payment may result in the Foreign Exchange Transaction being re-priced and any shortfall or benefit as a result thereof will be for the Client's account.

- 3.4 The Client acknowledges that there may be a delay in the receipt of the of the Client's instructions by e-mail, as a result of circumstances out of the control of Velocity Trade, and it shall be the Client's responsibility to follow up with Velocity Trade to ensure that such instructions have been actually received by Velocity Trade.
- 3.5 Velocity Trade shall do all things necessary to give effect to Foreign Exchange Transactions including, but not limited to, the execution of all confirmations of this Foreign Exchange Transactions, "Balance of Payment" forms and all ancillary documents associated with this Foreign Exchange Transactions to give effect thereto, which documents will be received by Velocity Trade from the Authorised Dealer from time to time.
- 3.6 Velocity Trade is under no obligation to quote prices or rates or accept instructions, whether oral, written or electronic, in relation to any Foreign Exchange Transaction during any time other than Normal Trading Hours.

4 OBLIGATIONS OF THE CLIENT

- 4.1 The Client shall be responsible to comply with all Exchange Control Laws in respect of the Foreign Exchange Transactions, it being recorded that nothing in this Mandate will be construed as placing any obligation on Velocity Trade to render any compliance services to the Client in respect of Exchange Control Laws; and
- 4.2 The Client shall provide Velocity Trade with all such information as may be required by Velocity Trade from time to time for the purpose of completion of any and all documentation necessary to give effect to the Foreign Exchange Transaction, including the relevant information and documentation in respect of the applications to be submitted to the South African Reserve Bank.

5 COMMISSION

- 5.1 As consideration for the Services, Velocity Trade will be entitled to payment of commission up to a maximum of 1% (one percent) of the value of each Foreign Exchange Transaction ("**the Commission**").

- 5.2 The Commission will either be quoted as a line item charge in the Client Trade Confirmation or incorporated into the rate at which the Client has concluded a Foreign Exchange Transaction.
- 5.3 Subject to clause 5.4, the Commission will be deducted by Velocity Trade from the funds in the Account on the maturity date of the relevant Foreign Exchange Transaction. The Client hereby authorises Velocity Trade to deduct this Commission from the Account, as and when a Foreign Exchange Transaction is settled by the Authorised Dealer.
- 5.4 If, for any reason the funds in the Account are insufficient to pay the Commission or any part thereof, the Client shall pay this Foreign Exchange Transaction Fee or the unpaid balance thereof to Velocity Trade in cash by pay of electronic funds transfer into the account nominated by Velocity Trade, within 7 (seven) days from the settlement of the Foreign Exchange Transaction.

6 OBLIGATIONS OF THE CLIENT

The Client shall –

- 6.1 provide the Client with all such true and accurate information as may be relevant to the provision of the Services in terms of this Mandate;
- 6.2 monitor any bank charges, fees, pricing and annual increases with the Authorised Dealer at which the Trading Account is held;
- 6.3 ensure that the Trading Account has sufficient funds for the purpose of entering into this Foreign Exchange Transactions and, where necessary, establish and maintain appropriate credit facilities to enter into this Foreign Exchange Transactions; and
- 6.4 comply with all applicable laws, including but not limited to the Exchange Control Laws.

7 INDEMNITY

The Client indemnifies Velocity Trade and holds it harmless against any and all claims, demands costs (including legal fees on an attorney-own client scale), expenses, liabilities, damages, losses, including consequential loss, sustained or incurred by Velocity Trade arising out of or in connection with the failure of the Client to comply with the terms and conditions of this Mandate.

8 LIMITATION OF LIABILITY

- 8.1 Velocity Trade is not liable to the Client for any loss or consequential loss suffered or incurred by the Client arising out of or in connection with this Agreement or any Foreign Exchange Transaction, whether in contract, delict, or otherwise, including -
- 8.1.1 any error, corruption or delay in any order, instruction or other communication, whether oral, written or electronic, by the Client;
 - 8.1.2 Velocity Trade acting on any order, instruction or other communication, whether oral, written or electronic, through any Security Credentials issued to the Client;
 - 8.1.3 any misrepresentation of any information provided by or on behalf of Velocity Trade in relation to this Agreement or a Foreign Exchange Transaction;
 - 8.1.4 except in the case of fraud by Velocity Trade, the reliance of the Client on a rate or a price which the Client knew, or ought reasonably to have known, to be materially incorrect; or
 - 8.1.5 the entry into of a Foreign Exchange Transaction, or other action, by the Client on the basis of money deposited in or credited to the Account in error.