

Cash-back Bonus Terms and Conditions

1. The Cash-back Bonus program is provided to you by Sanlam (“**Sanlam**”, “**we**” or “**us**”).
2. These Cash-back Bonus Terms and Conditions, including any annexures, set out the terms and conditions applicable to the Cash-back Bonus you will receive by swiping your Sanlam Money Saver credit card in accordance with the terms and conditions set out below.
3. When you apply for the Money Saver credit card, you appoint us as your agent and authorise us, acting as your agent, with full power and authority to open a money market investment account with Easy Equities on your behalf (“**EasyEquities Account**”) and instruct all transactions and legal acts on your EasyEquities Account as contemplated in these Cash-back Terms and Conditions. The provision and the administration of the EasyEquities Account is subject to the terms and conditions of EasyEquities (“**EasyEquities Account Terms and Conditions**”) to which you agree to be bound as set out in Annexure A hereto.
4. In addition to opening the EasyEquities Account on your behalf (acting as your agent) and without limiting the generality of the foregoing, you specifically authorise us, acting with full power and authority on your behalf and as your agent, to accumulate your savings in the EasyEquities Account and invest your accumulated savings in the SIM Money Market Fund (being the “Money Market Fund” as defined in the EasyEquities Account Terms and Conditions), subject to its availability for investment through EasyEquities, failing which, invest your accumulated savings in the NewFunds TRACI exchange traded fund (being the “Security” as defined in the EasyEquities Account Terms and Conditions) in accordance with the EasyEquities Account Terms and Conditions until it is time for your Cash-back Bonus pay-out.
5. With your Sanlam Money Saver credit card you commit to an additional 2,5% of your total spend to be added to your EasyEquities Account. Your 2,5% contribution will be deducted monthly from your Sanlam Money Saver credit card and will attract no interest for up to 55 days and thereafter the regular interest rate applies on your outstanding balance.
6. Sanlam rewards you for your 2,5% saving with an additional 2,5% which brings your total savings to 5%.
7. Should you swipe at a preferred Reward Partner, the partner will contribute 2,5% on your behalf, while Sanlam will still reward you with 2,5%.
8. If you choose not to commit your own money to savings, you will still earn 3% savings at Reward Partners and 1% at non-Reward Partners.
9. You will only earn interest on your 2,5% contribution towards savings in accordance with the EasyEquities Account Terms and Conditions from the date on which it was transferred to your Easy Equities Account. Sanlam and the Reward Partners’ contribution will be paid into your Easy Equities Account before your next Cash-back Bonus pay-out.
10. You can view your accumulated Cash-back Bonus online at <https://www.sanlamreality.co.za/terms-conditions/benefits-day-to-day-savings/#money-saver-card>
11. Subject to clause 5 of the EasyEquities Account Terms and Conditions, your accumulated savings held in your EasyEquities Account will be paid out to you by EasyEquities as a Cash-back Bonus either quarterly or annually, as indicated by you.
12. You can select whether you would like your Cash-back Bonus paid into your Sanlam Money Saver credit card or specify any other bank account.
13. You can change the frequency of your Cash-Back Bonus at any time.
14. Quarterly Cash-back Bonuses will be paid out during the months of April, July, October and January, while the annual Cash-back Bonus will be paid out in January.
15. If you opt for your Cash-back Bonus to be deposited into your Money Saver credit card, your pay-out will be offset against your outstanding balance.
16. In the event that you reverse a transaction, your Cash-back Bonus will be adjusted accordingly.

17. Should you cancel your Sanlam Money Saver credit card, your EasyEquities Account will be closed, and your Cash-back Bonus will be transferred into your nominated bank account by the end of the month.
18. You can get your tax certificate/report by sending your name, surname and ID number to sanlammoneysaver@easyequities.co.za. The provision of your tax certificate/report is subject to the provisions of clause 9 of the EasyEquities Account Terms and Conditions.
19. You acknowledge and agree that EasyEquities:
 - a. may accept all instructions from us regarding your EasyEquities Account without inquiry or investigation;
 - b. is under no duty to supervise or otherwise know or review the value of the savings or contributions it receives from us or any other acts carried out by us in relation to your EasyEquities Account;
 - c. shall have no responsibility or liability to you in following our instructions in relation to your EasyEquities and you indemnify EasyEquities in this regard; and
 - d. is authorised to provide us with direct access to your EasyEquities Account and any and all information regarding your EasyEquities Account.

ANNEXURE A – EASYEQUITIES ACCOUNT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. By agreeing to accept and be bound by the Cash-back Bonus Terms and Conditions, you agree to accept and be bound by the EasyEquities Account Terms and Conditions. The EasyEquities Account Terms and Conditions, including any annexures, set out the terms and conditions applicable to the EasyEquities Account in which your accumulated savings will be held and used to invest in an underlying financial product/s as contemplated in clause 4.1.
- 1.2. The EasyEquities Account Terms and Conditions must be read together with the Cash-back Bonus Terms and Conditions. In the event of any conflict between the provisions of the EasyEquities Account Terms and Conditions and the Cash-back Bonus Terms and Conditions, in so far as they relate to the provision and administration of the EasyEquities Account, the provisions of the EasyEquities Account Terms and Conditions will prevail.
- 1.3. **There are clauses in these EasyEquities Account Terms and Conditions that require your careful consideration. (To assist you, those terms which may limit any of your rights, or which provide for specific acknowledgements or warranties required by/from you, are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.4. The EasyEquities Account is provided and administered by EasyEquities. EasyEquities is a product of First World Trader Proprietary Limited trading as EasyEquities which is an authorised financial services provider (FSP 22588) in terms of the Financial Advisory and Intermediary Services Act, 2002 (“FAIS”) and is licensed by the Financial Sector Conduct Authority to provide advice and intermediary services in respect of various financial products.
- 1.5. EasyEquities is authorised to act as an intermediary (that is, as a broker) in terms of FAIS in respect of all investments in the Money Market Fund and Whole Securities executed on your behalf. FAIS will govern our obligations to you under the EasyEquities Account Terms and Conditions, in relation to the Money Market Fund and Whole Securities. If there is any conflict between the terms of these EasyEquities Account Terms and Conditions and FAIS, then FAIS will prevail.
- 1.6. All investments executed on your behalf in respect of Fractional Security Rights are entered into by means of a CFD Transaction concluded between you and EasyEquities on a principal-to-principal basis. This means that the principals to the CFD Transaction will be EasyEquities on the one hand and you on the other hand.
- 1.7. These CFD Transactions are not regulated in terms of FAIS, and are excluded from intermediary

services, as defined in FAIS. FAIS does not govern our obligations to you in respect of CFD Transactions. Our obligations to you in respect of the CFD Transactions are governed by the Financial Markets Act, 2012.

2. DEFINITIONS

2.1. In the EasyEquities Account Terms and Conditions, unless the context requires otherwise:

- 2.1.1. **“Affiliate”** means any member of the Purple Group Limited group of companies, including without limitation, any subsidiary (whether direct or indirect), holding company or fellow subsidiary of any holding company of Purple Group Limited.
- 2.1.2. **“Application Form”** means the application form that you are required to complete for the purpose of applying for a Sanlam Money Saver credit card.
- 2.1.3. **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 2.1.4. **“CFD Transaction”** means a derivatives contract between you and EasyEquities, where we agree to exchange the difference between the opening value and closing value of an Underlying Reference Instrument (i.e. a financial instrument, for example an exchange traded fund), which contract for difference will be entered into between us, in instances where you cannot afford to buy a Whole Security so there is rather a Fractional Security Right invested in as set out in clause 11 of the EasyEquities Platform Terms and Conditions.
- 2.1.5. **“CISCA”** means the Collective Investment Schemes Control Act, 2002.
- 2.1.6. **“Client Money”** means money held on your behalf pursuant to the Financial Institutions (Protection of Funds) Act, 2001 and the regulations thereto or any other applicable law, from time to time.
- 2.1.7. **“Cost Profile”** means the list of costs which apply to your EasyEquities Account as set out in Annexure B that can include, but are not limited to, costs in relation to execution fees, exchange trading fees, commissions, brokerage fees, regulatory fees, derivative trading fees, administration fees or access fees, certain product and/or service fees and cash management fees. In accordance with the legal or other payment demands of the South African Revenue Service from time to time, certain costs listed on the Cost Profile may be subject to VAT from time to time and you agree that the decision to charge you such VAT charges is solely the

right of EasyEquities, even retrospectively, i.e. where we need to backdate the VAT charges.

- 2.1.8. **“EasyEquities”** means First World Trader Proprietary Limited, as defined in clause 1.4, a private limited liability company with registration number 1999/021265/07, incorporated in accordance with the company laws of South Africa.
- 2.1.9. **“EasyEquities Platform Terms and Conditions”** means the standard EasyEquities terms and conditions which are separate from these EasyEquities Account Terms and Conditions and can be found at: https://resources.easyequities.co.za/EasyEquities_Terms&Conditions.pdf.
- 2.1.10. **“Financial Sector Conduct Authority”** means the Financial Sector Conduct Authority established in terms of the Financial Sector Regulation Act, 2017.
- 2.1.11. **“Fractional Security Rights”** means rights, including (without limiting the generality of the foregoing) fractional share rights, issued to you where you do not have enough money to invest in a Whole Security and issued in accordance with the EasyEquities Platform Terms and Conditions.
- 2.1.12. **“Free Money”** means the amount of Client Money reflecting in your EasyEquities Account which is not being used for an investment.
- 2.1.13. **“FWT Nominees”** means First World Trader Nominees (RF) Proprietary Limited, a ring fenced, private, limited liability company with registration number 2013/091397/07, registered in accordance with the company laws of South Africa and approved as a nominee company to hold assets in its name on behalf of clients by the Financial Sector Conduct Authority and State.
- 2.1.14. **“FWT Nominees Bank Account”** means a bank account opened and maintained by and held in the name of FWT Nominees on behalf of EasyEquities' clients as beneficiaries of the amounts standing to the credit of such account from time to time to which your Client Money, Free Money and any interest is paid by EasyEquities to FWT Nominees on behalf of EasyEquities' clients from time to time.
- 2.1.15. **“Income Tax Act”** means the Income Tax Act, 1962.

- 2.1.16. **“Insolvency Event”** means, in relation to EasyEquities, any of the following events or circumstances: (i) an order or declaration is made for the liquidation, winding-up, or dissolution (and, in each case, whether provisional or final) of EasyEquities or its estate; or (ii) any liquidator is appointed in respect of EasyEquities or any material part of its instruments.
- 2.1.17. **“Manager”** means Satrix Managers (RF) Proprietary Limited, a private ring-fenced limited liability company with registration number 2004/009205/07, incorporated in accordance with the company laws of South Africa and authorised manager in terms of Cisca.
- 2.1.18. **“Money Market Fund”** means the Sanlam Investment Management Money Market Fund which is a portfolio in a collective investment scheme in securities registered in terms of Cisca and managed by the Manager..
- 2.1.19. **“Parties”** means EasyEquities and you, and **“Party”** means, as the context requires, any one of them.
- 2.1.20. **“Security”** means the NewFunds TRACI exchange traded fund issued by the NewFunds Collective Investment Scheme (a registered collective investment scheme in securities under Cisca) and listed on the JSE Limited.
- 2.1.21. **“Strate”** means Strate Limited, a licensed central securities depository that provides electronic settlement of transactions concluded on the JSE Limited.
- 2.1.22. **“Underlying Reference Instrument”** means the percentage of an underlying Security which relates to a CFD Transaction issued to you in accordance with clause 11 of the EasyEquities Platform Terms and Conditions so that you can invest in a Fractional Security Right where you do not have enough money to invest in a Whole Security. The percentage of the Security which constitutes the Underlying Reference Instrument of your CFD Transaction will be calculated pro rata according to the Rand amount of your savings. You will obtain exposure to the profit or loss on price movements in respect of the Underlying Reference Instrument (as explained in clause 11 of the EasyEquities Platform Terms and Conditions) but you will not own the Underlying Reference Instrument.
- 2.1.23. **“Website”** means <https://www.sanlamreality.co.za/terms-conditions/benefits-day-to-day-savings/#money-saver-card>

- 2.1.24. **“Whole Security”** means one hundred percent of a Security.
- 2.2. This definitions clause is not exhaustive and you will find other terms defined elsewhere in these EasyEquities Account Terms and Conditions.
- 2.3. If any provision in a definition confers rights, or imposes obligations on you or us, effect is given to it as a substantive provision of these EasyEquities Account Terms and Conditions.

3. THE EASYEQUITIES ACCOUNT

- 3.1. As contemplated in the Cash-back Bonus Terms and Conditions, by applying for the Sanlam Money Saver credit card, an EasyEquities Account will be opened on your behalf.
- 3.2. EasyEquities is required, under the Financial Intelligence Centre Act, 2001 (“**FICA**”) to take steps towards the prevention of money laundering. We therefore, amongst other things, need to confirm your identity before we open your EasyEquities Account and we will request such information as we consider necessary to confirm your identity. We also reserve the right to request additional information where necessary and close your EasyEquities Account if we have reason to believe that the opening or operation of your EasyEquities Account is in breach of the provisions of FICA.
- 3.3. The opening of your EasyEquities Account is subject to requests for further information and final approval by our compliance department. In addition, your EasyEquities Account is at all times subject to review by our compliance department which, in its discretion, may ask you for additional documents or other information. Your failure to provide documentation and information requested within a stipulated time may, at the election of the compliance department, result in your EasyEquities Account being closed immediately. Such closing may be permanent or until any and all issues are resolved to the satisfaction of the compliance department.
- 3.4. **You acknowledge that EasyEquities may decline to open an EasyEquities Account and need not give reasons for our decision.**

4. INVESTMENTS IN YOUR EASYEQUITIES ACCOUNT

- 4.1. The total savings which shall be allocated to your EasyEquities Account will be invested by EasyEquities on receipt of the total savings in the Money Market Fund (subject to its availability for investment by EasyEquities, failing which, the Security. If your total savings is used to invest in the Security, your investment may, depending on the value of your total savings, comprise of a Whole Security and/or a Fractional Security Right of that Security.
- 4.2. All investments in the Money Market Fund are subject to the deed of the Money Market Fund in

terms of CISCA. For more information on the Money Market Fund and what it invests in please review the Money Market Fund's minimum disclosure document (ie fact sheet) which can be found on the Manager's website.

- 4.3. All investments in the Security will be executed at the prevailing market price on the JSE Limited for that Security at the time we execute your investment. All investments in Whole Securities will be cleared and settled according to the rules of Strate and the JSE Limited.
- 4.4. In the event that any portion of your total savings received by EasyEquities is not used for an investment, such portion shall be held in your EasyEquities Account as Free Money. You earn interest, at the interest rate set out in the Cost Profile, on any Free Money reflecting in your EasyEquities Account. The interest is compounded daily based on the rate applied to your available funds and credited to your EasyEquities Account daily. We have the right, in our sole discretion, to change the rate of interest payable from time to time particularly to take into account changes in any factors we determine to be relevant. Any changes will be set out in the Cost Profile.
- 4.5. Should your investment consist of Fractional Security Rights, the provisions of clause 11 (Treatment of Fractional Security Rights) in the EasyEquities Platform Terms and Conditions, shall apply *mutatis mutandis* regarding the issuance and treatment of the Fractional Security Rights in your EasyEquities Account.
- 4.6. The financial products contemplated in clause 4.1 are not chosen based on current or perceived future value and EasyEquities does not give any express or implied warranty as to the future performance of the financial products. As with all financial products, they may gain or lose value from time to time and there is always the risk that the financial products could lose all of their value. Neither your capital nor the return of your investment is guaranteed. **You warrant and represent that you will not seek recourse against EasyEquities for any claim arising from a change (including a depreciation) in the market value of the financial products which you are invested in.**
- 4.7. Your investment will earn interest in accordance with the rate of interest applicable to the Security or the Money Market Fund which you are invested in and shall be held in your EasyEquities Account as Free Money. The interest earned on your investment will be credited to your EasyEquities Account.
- 4.8. EasyEquities is only responsible for investing and/or holding your total savings as received by it and in accordance with the instructions. **This means that EasyEquities will not be held liable for any loss, expense or damage which you may suffer, howsoever such loss, expense of damage may arise in respect of your use of the Sanlam Money Saver credit card and/or the rewards**

and/or contributions due to you from Sanlam and/or a Reward Partner (as contemplated in the Cash-back Bonus Terms and Conditions) and you indemnify EasyEquities in this regard.

5. PAY OUT OF YOUR CASH-BACK BONUS

- 5.1. As contemplated in the Cash-Back Terms and Conditions, the accumulated savings held in your EasyEquities Account will be paid out to you by EasyEquities as a Cash-back Bonus either quarterly or annually, as indicated by you, into either your Sanlam Money Saver credit card or the bank account as designated by you. This means that when it is time for your Cash-back Bonus, EasyEquities shall realise the investments in your EasyEquities Account and pay you the proceeds thereof as well as any Free Money held in your EasyEquities Account net of any fees and charges payable in terms of clause 6.
- 5.2. In addition to the Cash-Back Bonus Terms and Conditions, you agree that all bank charges howsoever arising in respect of the pay-out of your Cash-back Bonus will, unless otherwise agreed, be for your account.

6. CHARGES

- 6.1. The charges listed in the Cost Profile will be levied against your EasyEquities Account. Despite any other provision of these EasyEquities Account Terms and Conditions, charges will change and are not limited to only those charges set out in the definition of Cost Profile. Additional charges may be charged and payable by you from time to time to make provision for any new fees, including without limiting the generality of the afore-going, any administration fees, commissions, taxes, costs, charges or any other funding costs which EasyEquities may become subject to or which may be associated with the performance by EasyEquities of its obligations under these EasyEquities Account Terms and Conditions. New or additional charges will be charged by EasyEquities in its sole and absolute discretion from time to time.
- 6.2. EasyEquities may amend the charges payable on your EasyEquities Account and may introduce new charges payable on your EasyEquities Account, where necessary and from time to time. Details of any changes to the applicable charges will be posted on the Website. You acknowledge that by continuing to engage in the Cash-back Bonus program and following any notice of the new or amended charges, any investments will be subject to the new or amended charges and you agree to be bound by any new or amended charges.
- 6.3. Your EasyEquities Account will be subject to the standard cost settings. This means that when we execute an investment on your behalf, the Rand amount of the investment will by default automatically include all costs and charges associated with the investment.

7. OWNERSHIP AND CUSTODY

- 7.1. If your investment consists of Whole Securities, you become the beneficial (true) owner of all those Whole Securities, which Whole Securities will be held by FWT Nominees on your behalf. EasyEquities will:
 - 7.1.1. register Whole Securities in the name of FWT Nominees for the holding of Whole Securities in safe custody by FWT Nominees; and
 - 7.1.2. collect money in the form of interest, relating to the Whole Securities. These amounts will be Client Money held in the FWT Nominees Bank Account.
- 7.2. EasyEquities warrants that FWT Nominees is an approved nominee company, approved by both the Financial Sector Conduct Authority and Strate. If either the Financial Sector Conduct Authority or Strate, withdraws or cancels FWT Nominees' approval or if there is any change to the approval status of FWT Nominees, EasyEquities will immediately transfer the Whole Securities held by FWT Nominees to another nominee company that is approved by both the Financial Sector Conduct Authority and Strate.
- 7.3. If your investments are in the Money Market Fund, your investment is registered in your name in the register of the Money Market Fund held with the Manager in accordance with its deed.
- 7.4. In respect of Fractional Security Rights, you will be entitled to payment of a cash equivalent of a pro rata percentage of the interest that is received, based on the fraction of the Underlying Reference Instrument of the CFD Transaction.

8. INSOLVENCY PROTECTIONS

- 8.1. If your investment comprises a Whole Security, the Whole Securities invested in on your behalf are protected in an Insolvency Event, because all Whole Securities are segregated (i.e. kept separate) from the assets of EasyEquities and held in safe custody by, and registered in the name of, FWT Nominees. As you are the beneficial owner of such Whole Securities, they do not at any time form part of EasyEquities' estate.
- 8.2. If you are invested in the Money Market Fund, your investments are protected in an Insolvency Event because your investment is registered in your name in the Money Market Fund's register of investors and the assets of the Money Market Fund are also kept separate from the estate of the Manager and the estate of EasyEquities.
- 8.3. Any interest due to you relating to Whole Securities or Fractional Security Rights or the Money

Market Fund is held in the FWT Nominees Bank Account, operated by FWT Nominees for your benefit. The use of this account means that all interest amounts are regarded as Client Money. In an Insolvency Event, these amounts fall outside the estate of EasyEquities, and are regarded as your own property.

- 8.4. Your Client Money and Free Money will be held in the FWT Nominees Bank Account operated FWT Nominees for your benefit. This use of the FWT Nominees Bank Account means that these portions of your Free Money are regarded as Client Money. In an Insolvency Event, these amounts fall outside the estate of EasyEquities, and are regarded as your own property.
- 8.5. If your investment comprises of Fractional Security Rights, the insolvency protections afforded in respect of Fractional Security Rights as set out in clause 23 (Insolvency Protections) of the EasyEquities Platform Terms and Conditions shall apply *mutatis mutandis* to your investment in Fractional Security Rights in terms of these EasyEquities Account Terms and Conditions.

9. TAX

- 9.1. You are responsible for paying all taxes, including without limitation, VAT, that may arise as a result of the investments made in your EasyEquities Account, whether under current or changed law or practice and you authorise EasyEquities to deduct any such payment from your EasyEquities Account.
- 9.2. A transfer administration fee is also payable upfront in respect of Fractional Security Rights. For accounting purposes, your liability for transfer administration fees will be rounded off to the nearest cent.
- 9.3. We will not be responsible for notifying you of a change in tax law or practice and you should seek professional advice as to your personal tax situation.
- 9.4. You will also be responsible for paying the fee to Strate in respect of Whole Securities purchased on your behalf.
- 9.5. A settlement administration fee is also payable in respect of Fractional Security Rights.
- 9.6. For tax purposes, your intention when you transact determines if any gain made on an investment is subject to income tax or capital gains tax. We cannot make this determination on your behalf. We may however provide you with a tax certificate/report which will summarise the gains and losses you made during a year. This report may make use of the weighted average method to calculate any gains and losses (the weighted average is a method approved by the Income Tax Act). We will take care in preparing the information but we give no representation, warranty or undertaking and no

responsibility will be accepted by us as to the accuracy of the information contained in any tax certificate/report we provide to you.

9.7. We are not able to provide you with any tax advice pertaining to any of the above. We would recommend that you obtain specific tax advice from your tax advisor or from a tax authority.

10. SECURITY INTEREST AND SET OFF

10.1. The assets in your EasyEquities Account and all rights that you may have to claim against EasyEquities will be subject to a first, perfected, and prior lien, security interest, and right of set-off and these rights are ceded in security by you in favour of EasyEquities as security for the payment in full of any amounts owing, any indebtedness or any other obligation you may owe to EasyEquities whether in terms of these EasyEquities Account Terms and Conditions or for any other reason.

10.2. The assets in your EasyEquities Account will be held by EasyEquities as security for payment of any liability you may have towards us. You agree to pay any debt owed to EasyEquities and pay any debit balances in your EasyEquities Account on demand. If payment is not made within 7 (seven) days of demand, EasyEquities may sell some or all of your investments, without prior notice, to pay for any liability. EasyEquities will not be liable for any losses that arise out of or relate to any such actions, including tax consequences you may face as a result of such actions. In the event EasyEquities sells assets to satisfy a debt, EasyEquities reserves the right to restrict or close your EasyEquities Account, and to seek payment of any residual indebtedness through any legal means possible, including but not limited to, reporting such debt to credit agencies.

10.3. Set-off and Netting:

10.3.1. We may (in addition to any general lien, right of set-off, right to combine accounts or any other right to which it may be entitled), without notice to you, set off any obligation of yours to make payment to us in terms of these EasyEquities Account Terms and Conditions against our liability to you in respect of any credit balance (or any part thereof in such amounts as we may elect) in your EasyEquities Account.

10.3.2. On the liquidation or sequestration (whichever may be applicable) of either us or you:

10.3.2.1. all unperformed obligations of either party in terms of any transactions executed in accordance with these EasyEquities Account Terms and Conditions:

10.3.2.2. will terminate; and

10.3.2.3. will become due immediately;

10.3.2.4. the values of the unperformed obligations will be determined; and

10.3.2.5. these values will be netted, so that only a net amount is payable to or by a party.

11. PROTECTION OF PERSONAL INFORMATION

11.1. You acknowledge that by opening an EasyEquities Account with us, you will be providing us with personal data, which may be protected by data protection legislation, including amongst others, the Protection of Personal Information Act, 2013 (“**POPI**”). You authorise us to:

11.2. process all such personal data;

11.3. transmit any such personal data to any Affiliate for the purposes of performing in terms of EasyEquities Account Terms and Conditions and in furtherance of our legitimate interests including statistical analysis, marketing of our services and credit control; and

11.4. transmit any such personal data to any Affiliate for the purposes of marketing our services and products and the services and products of any of our Affiliates.

12. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property belonging to EasyEquities will remain our sole and exclusive property.

13. ASSIGNMENT

13.1. You may not transfer (assign) any of your rights or obligations under these EasyEquities Account Terms and Conditions to any third party, unless a director of EasyEquities has agreed to the transfer in writing.

13.2. EasyEquities may, without your approval, transfer (assign) any part of its rights or obligations under the EasyEquities Account Terms and Conditions to any third party as of a date and on such terms notified to you.

14. DISPUTES

You must give us written details of any dispute in so far as it relates to your EasyEquities Account as soon as it arises. Disputes must be referred to EasyEquities' compliance department. Contact information for our compliance department and our complaints policy can be found here:

https://resources.easyequities.co.za/EasyEquities_ComplaintsProcess.pdf

15. TERMINATION

As contemplated in the Cash-back Bonus Terms and Conditions, when you cancel your Sanlam Money Saver credit card, your EasyEquities Account will be closed. EasyEquities may also close your EasyEquities Account at any time.

16. FORCE MAJEURE

16.1. To the extent that it becomes impossible for you or EasyEquities (a Party) to perform any obligation (other than a payment obligation) in terms of the EasyEquities Account Terms and Conditions as a result of an event or circumstance that:

- 16.1.1. was not considered when the EasyEquities Account Terms and Conditions were entered into;
- 16.1.2. even if it was considered, cannot be guarded against or reasonably avoided,
- 16.1.3. either Party may: advise the other Party within 5 (five) Business Days that an unforeseen event has happened, and the nature, extent, effect and likely duration of the event;
- 16.1.4. keep the other Party updated as may be reasonably required by the other Party;
- 16.1.5. take all reasonable action to correct or lessen the consequences (and report to the other Party); and
- 16.1.6. continue to perform its obligations under these EasyEquities Account Terms and Conditions as soon as possible and advise the other Party when performance of the obligation again becomes possible.

16.2. Performance of obligations under these EasyEquities Account Terms and Conditions is suspended for as long as the event or circumstance continues to make the performance impossible.

16.3. If the event or circumstance continues for longer than 7 (seven) Business Days either Party may cancel their agreement to these EasyEquities Account Terms and Conditions on written notice to the other Party provided that the obligation which the affected Party is unable to perform is a material obligation under these EasyEquities Account Terms and Conditions.

17. BREACH

17.1. Should either Party (“**Defaulting Party**”) breach (fail to comply with) any of the provisions of this

Agreement, then the other Party ("**Aggrieved Party**") may give the Defaulting Party 7 (seven) Business Days written notice or such longer period of time as the Aggrieved Party may specify in the notice, to comply or correct the breach. If the Defaulting Party fails to comply with the notice, the Aggrieved Party may:

17.1.1. claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations that are due for performance under the EasyEquities Account Terms and Conditions; or

17.1.2. cancel their agreement with the EasyEquities Account Terms and Conditions upon written notice to the Defaulting Party where the breach constitutes a material breach (a material breach is one that defeats the purpose of these EasyEquities Account Terms and Conditions),

in either event without prejudice to the Aggrieved Party's right to claim damages or to exercise any other rights that the Aggrieved Party may have under these EasyEquities Account Terms and Conditions or in law.

17.2. Without detracting from the provisions of clause 17.1, the Aggrieved Party may cancel their agreement with the EasyEquities Account Terms and Conditions at any time by giving to the Defaulting Party notice of the cancellation if:

17.2.1. the Defaulting Party commits a material breach of these EasyEquities Account Terms and Conditions which cannot be corrected;

17.2.2. the Defaulting Party is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory sequestration, winding-up, judicial management, business rescue or the equivalent of any of these in any country;

17.2.3. a judgment against the Defaulting Party which cannot be appealed; or

17.2.4. the Defaulting Party makes or offers to make a general assignment or any arrangement or composition with or for the benefit of its creditors generally (or any class of its creditors) for releasing it wholly or partially from its debts.

17.3. Any cancellation of the agreement to be bound by these EasyEquities Account Terms and Conditions by the Aggrieved Party will be effective once a cancellation notice has been received by the Defaulting Party (in the case of a material breach) or the date of the breach (in circumstances mentioned in clauses 17.2.2, 17.2.3 and 17.2.4).

17.4. Any cancellation is without prejudice to any claim that either Party may have in respect of any breach of the EasyEquities Account Terms and Conditions by the other Party arising before the agreement was cancelled.

18. VARIATION OF THIS AGREEMENT

18.1. This Agreement may be varied by EasyEquities at any time. The variation will be effected by publishing the new version of the Agreement on the Website and will apply to your EasyEquities Account with us as from 10 Business Days after the date of publication unless it is impracticable in the circumstances to do so.

18.2. You acknowledge that by continuing to keep your EasyEquities Account open, you agree to be bound by any new version of the EasyEquities Account Terms and Conditions, published on the Website, emailed to you or delivered to you in hard copy or by any other manner from time to time.

18.3. Any amended EasyEquities Account Terms and Conditions, as published on the Website, will supersede any previous agreement on the same subject matter and will govern any investment or transaction entered into after, or outstanding on, the date the amended EasyEquities Account Terms and Conditions comes into effect. It is therefore your responsibility to ensure that you are aware of the latest version of the EasyEquities Account Terms and Conditions as published on the Website.

19. NOTICES AND ADDRESSES

19.1. Notices

19.1.1. Any notice, consent, approval or other communication in connection with these EasyEquities Account Terms and Conditions ("**Notice**") will be in writing in English.

19.1.2. You acknowledge and confirm that any Notice from EasyEquities made under or in connection with the EasyEquities Account Terms and Conditions may be made verbally or in writing in Notices or other communications to your last known home address, place of work, land line telephone number (including a telephone answering machine), mobile telephone (including answer phone), fax number, email address or other contact details, as provided by you in your Application Form, or subsequently amended by you.

19.2. Addresses

19.2.1. EasyEquities chooses the physical address, fax number and/or email address below as the address to which any Notice must be sent.

Physical address: 16th Floor
25 Owl Street
Braamfontein Werf
2092

Email address: helpme@easyequities.co.za

Marked for the attention of: Client Relations

- 19.2.2. You choose the physical address, fax number and/or email address set out in your Application Form as the address to which any Notice must be sent.
- 19.2.3. Any Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked by sending a Notice to the address chosen in clauses 19.2.1 or 19.2.2.

19.3. Effective on receipt

- 19.3.1. Any Notice takes effect when received by the party receiving it ("**recipient**") (or on any later date specified in the Notice) and, unless it is proved otherwise, is considered to be received:
- 19.3.2. When left at your last known home or work address;
- 19.3.3. If given by leaving a telephone or mobile phone or voice mail message, one hour after the message being left on the relevant medium;
- 19.3.4. If sent by post on the day after the subsequent day (or third day in the case of air mail) after posting (excluding Sundays and public holidays);
- 19.3.5. If sent by private post or courier service, on the next day (or on the third day in the case of air mail) after posting (excluding Sundays and public holidays);
- 19.3.6. If sent by email, one hour after sending to the email address of record which you provided in your Account application, or subsequently changed in writing to us and which change of email address of record we have accepted by confirmation of same to you. A "bounce back" or other form of rejection from the server or host domain of your email address of record will NOT serve as a basis to contest receipt where the bounce back or other form of rejection was through no fault of

EasyEquities or otherwise attributable to its own internal systems.

19.3.7. If sent by SMS to your mobile phone, as soon as the “message sent” or like confirmation is provided by the mobile phone network.

19.4. Despite anything to the contrary in this Agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address in clauses 19.2.1 or 19.2.2.

19.5. Service of legal process

19.5.1. Each Party chooses its physical address referred to in clause 19.2 as its address at which legal process and other documents in legal proceedings in connection with the EasyEquities Account Terms and Conditions may be served (domicilium citandi et executandi).

19.5.2. Any Party may by Notice to the other Party change its address at which legal process and other documents in legal proceedings in connection with these EasyEquities Account Terms and Conditions may be served to another physical address in South Africa.

20. GENERAL

20.1. These EasyEquities Account Terms and Conditions constitute the whole agreement between the Parties.

20.2. No indulgence by a Party to another Party, or failure to enforce the terms of the EasyEquities Account Terms and Conditions will be interpreted as a waiver or be capable of founding an estoppel (estoppel is a legal principle which allows a court to stop a litigant from taking an action which he/she would otherwise be able to take).

20.3. The Parties will do everything reasonable to ensure the effectiveness of the EasyEquities Account Terms and Conditions and the performance of their obligations hereunder.

20.4. If a term of the EasyEquities Account Terms and Conditions is illegal or unenforceable, that particular term may be cancelled, and the remaining terms will still operate.

20.5. These EasyEquities Account Terms and Conditions are governed by South African law.

20.6. The Parties consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in regard to all matters arising from these EasyEquities

Account Terms and Conditions.

20.7. The EasyEquities Account Terms and Conditions may be executed in counterparts, each of which will be an original and which together constitute the same agreement. Signature of these EasyEquities Account Terms and Conditions by the Parties sent electronically by fax, email or by electronically accepting the terms and conditions through an appointed agent will be treated as the Party's original signatures for all purposes under the EasyEquities Account Terms and Conditions.

Annexure B – Cost Profile

Charges and Fees – Relating to Securities

The following charges and fees shall be levied on your EasyEquities Account in respect of your investment into a Security (ie the NewFunds TRACI exchange trade fund).

Description	EasyEquities Account	Notes
Broker Commission on investments in Securities	25 basis points or 0.25% (1c Minimum Charge)	Note 1
Settlement and Administration on investments in Securities	0.075% of value traded	Note 2
Investor Protection Levy (IPL) and Administration on investments in Securities on	0.0002% of value traded	Note 3
Value-added Tax on Costs (VAT) on investments in Securities	15% on brokerage, settlement, investor protection levy and Administration Fee	
Administration Fee on market value of investment in the Security	2.5% (excl. VAT) per annum (charged monthly) on the market value of the investment in the financial product at month end.	This fee will be charged monthly at a rate of 2.5% per annum on the value of the investment in the financial product at month end.

Charges and Fees – Relating to the Money Market Fund

The following charges and fees shall be levied on your EasyEquities Account in respect of your investment into the Money Market Fund (ie the Sanlam Investment Management Money Market Fund).

Description	EasyEquities Account	Notes
Administration Fee on market value of investment in the Security	2.5% per annum (excl. VAT) (charged monthly) on the market value of the investment in the financial product at month end.	This fee will be charged monthly at a rate of 2.5% per annum on the value of the investment in the financial product at month end.
Value-added Tax on Costs (VAT) on investments in Securities	15% on Administration Fee	

Note 1:

The Broker Commission charge is charged at 0.25% of the Rand value of each transaction to buy and/or sell a Security. A minimum charge of 1c per transaction will apply and the charge will be rounded to the nearest cent.

Note 2:

This fee includes the electronic settlement of your transactions through the electronic settlement authority for Whole Securities and the administration fee represents an upfront recovery on the Fractional Security Rights portion.

Note 3:

The investor protection levy is a mandatory charge levied by the JSE Limited at 0.0002% on the value of Whole Securities traded for the regulation of the securities market and in dealing with issues such as insider trading and market manipulation, which is ultimately for the benefit of investors. The administration fee represents an upfront recovery on the Fractional Security Rights portion.

Interest on Free Money

EasyEquities will pay you interest on the Free Money in your EasyEquities Account. Your EasyEquities Account will be credited with an interest amount daily, calculated at the prime rate of interest less 3.50% per annum and then debited with a cash management fee (including VAT) in accordance with the table below.

Free Money Amount	Interest earned on Free Money	Cash management fee (incl. VAT)
	Reference rate	
R0 – R1 000	Prime -3.50%	(1.75%)
R1 000 – R10 000	Prime -3.50%	(1.75%)
R10 000 – R100 000	Prime -3.50%	(1.75%)
R100 000 – R 1 000 000	Prime -3.50%	(1.50%)
R1 000 000 +	Prime -3.50%	(1.27%)