



ACCEPTANCE OF THE EQUITY EXPRESS SECURITIES EXCHANGE PROPRIETARY LIMITED (EESE) RULES

SECTION A

INTRODUCTION:

- 1.1 EESE is a licenced exchange in terms of section 9 of the Financial Markets Act, 2012 (**FMA**).
- 1.2 As required by the FMA, EESE has issued exchange rules (the **EESE Rules**) which, amongst other things, provide the procedures necessary to establish and regulate a fair and efficient market for securities listed on the exchange and to ensure that the business of EESE is carried out in an orderly manner and with due regard to the objects of the FMA.
- 1.3 The EESE Rules can be accessed on the legal tab on the EESE website. Any reference herein to a “Rule” is to a provision of the EESE Rules, and any capitalised terms used herein, but not defined shall have the meaning given to them in section 1 of the EESE Rules. The same rules of interpretation apply.
- 1.4 The Rules and any directive issued by EESE are binding on any person utilising the services of the EESE Authorised User or who concludes a Transaction in EESE Listed Securities, whether directly or through an EESE Authorised User.
- 1.5 Every Transaction in EESE Listed Securities entered into by the EESE Authorised User must be concluded on the specific condition that the Transaction is entered into subject to the FMA and the EESE Rules.
- 1.6 An investor wanting to trade EESE Listed Securities must register as a Client of one or more EESE Authorised Users, via the Counter Trading Page on the EESE Website related to the EESE Listed Security or may contact an EESE Authorised User directly.

2. ACCEPTANCE

- 2.1 In order to register as a Client, you are first required to accept and agree to be bound by the EESE Rules, in terms hereof, by clicking ‘I have read and accept the EESE Rules’ on the EESE Website, or by signing and completing Section B below and returning a copy of this document, to an EESE Authorised User.
- 2.2 By signing this document or by clicking ‘I have read and accept the EESE Rules’ on the EESE Website:
 - (a) you warrant to EESE that you have the legal capacity to and/or are duly authorised to accept the EESE Rules as set out herein;
 - (b) that you have read and understand, accept and agree to be bound by the provisions of the EESE Rules and this acceptance form.



- 2.3 The acceptance of the EESE Rules does not entitle you to transact on the EESE Trading System, and in accordance with Rule 6.2 you must be FICA verified by your EESE Authorised User before you or your EESE Authorised User can start trading on EESE. Some Issuers may also have other restrictions or requirements, including, but not limited to in relation to who may trade in their specific EESE Listed Securities, set out in their Issuer Rules which you will be able to find on that Issuer's Counter Trading Page.

3. YOUR PERSONAL INFORMATION

- 3.1 All documents collected by the EESE Authorised User for FICA verification must, in terms of the EESE Rules, be stored electronically on the EESE Trading System.
- 3.2 By accepting the EESE Rules, you agree that the documents referred to above, and any of your personal information submitted to the EESE Trading System by you, or by an EESE Authorised User on your behalf, will be made available to all other EESE Authorised Users to utilise for that EESE Authorised User's FICA verification process and for any other purpose specifically provided for in the EESE Rules.
- 3.3 In addition to allowing their details to be made available to all EESE Authorised Users, the client agrees that EESE may share the submitted documentation with the Financial Intelligence Centre as and when they require it.
- 3.4 Please take note of EESE's [Protection of Personal Information policy] which can be found on the EESE website under the legal section.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge and agree that:
- (a) all patents, copyrights, trade secrets, trademarks, service marks, trade names and all other intellectual property rights (**Intellectual Property Rights**) in respect of or derived from the EESE Trading System are and remain the sole and exclusive property of EESE and/or any licensors of any software used in respect of the EESE Trading System (**Licensors**); and
 - (b) you have no Intellectual Property Rights in respect of or derived from and will not acquire any Intellectual Property Rights in relation to the EESE Trading System, and/or any derivative or adaptation thereof.
- 4.2 If you become aware of any access to or use of the EESE Trading System by a third party that is unauthorised or which constitutes an infringement or interference with the Licensor's Intellectual Property Rights, you must promptly notify EESE and co-operate with EESE and/or any Licensor in any legal action which EESE and/or any Licensor may undertake to protect the Intellectual Property Rights.

5. EESE AUTHORISED USERS

- 5.1 A list of all EESE Authorised Users and their contact details can be found on the EESE website.
- 5.2 You will be required to enter into an EESE Client Mandate Agreement with the EESE Authorised User you select, subject to any relevant Issuer Rules which may require you to select a particular EESE Authorised User. The form of EESE Client Mandate Agreement can be accessed on the EESE website.

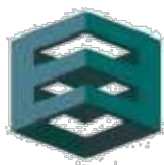


6. EESE TRUST ACCOUNT

- 6.1 EESE operates on a strict pre-funded principle.
- 6.2 Any monies deposited by a Client, or on its behalf, for purposes of trading on the EESE Trading System, will be held in the EESE Trust Account, which is a separate bank account maintained by a separate insolvency remote entity established by EESE solely for purposes of maintaining the EESE Trust Account.
- 6.3 Interest accruing in respect of funds standing to the credit of the EESE Trust Account(s), and allocated to a Client's Trading Account, will be payable to the Client on the first Business Day following the last calendar day of the month, after deduction of the Account Maintenance Fee owing to EESE by the Client in respect of that month.
- 6.4 The account maintenance fee will be calculated as follows:
Account maintenance fee is based on the daily cash balance in the Clients trading account multiplied by the effective daily interest rate being Prime less 3.75%.
- This fee will be deducted on the last calendar day of the month.
- 6.5 EESE will operate and be responsible for the entire cash flow settlement process. However, it is important to note that it is your responsibility, and that of your EESE Authorised User to ensure that EESE is provided with correct banking details, and that these are kept up to date in accordance with the provisions of the EESE Rules.

7. LIMITATIONS OF LIABILITY

- 7.1 Your attention is drawn to the provisions of Rule 2.4, which states that, subject to the FMA and other applicable laws, EESE is not responsible for or liable to any person for any loss or damage resulting from:
- (a) negligence, on the part of EESE or on the part of any employee of EESE (other than the EESE Authorised User in accordance with the provisions of the mandate agreement between the Client and the EESE Authorised User);
 - (b) any act or omission on the part of any third party;
 - (c) incorrect, inaccurate, defective or misleading information furnished or supplied to EESE by the Client or any EESE Authorised User, including but not limited to, the details of the Client Bank Account;
 - (d) equipment breakdown or the breakdown, interruption, suspension, termination or failure of or defect in any system, including but not limited to any trading system, or service rendered by or on behalf of EESE other than for reason of gross negligence, fraud or wilful default by EESE or its employees;
 - (e) any act by a third party (other than an employee of EESE) involving the theft of the Client's identity and personal information, and the fraudulent use of it for any purposes whatsoever, including but not limited to, obtaining access to the EESE Trading System, any funds owing to the Client and/or submit Trading Instructions;



- (g) computer system malfunction, the interruption or failure of communications links, power failure, the failure of or defect in any software or hardware, whether owned by, licensed or leased to EESE, the loss or destruction of any data and any loss or damage caused by natural disaster, riot, insurrection, acts of vandalism, sabotage or similar cause (other than for reason of gross negligence, fraud or wilful default by EESE or its employees); and
- (h) the termination, for any reason, of any licence or other agreement to which EESE is a party other than for reason of gross negligence, fraud or wilful default by EESE or its employees.

7.2 In addition, in terms of Rule 9.3, no officer, employee or representative of EESE shall be liable for any loss sustained by, or damage caused to any person as a result of anything done or omitted by them in the bona fide or negligent performance of any function under or in terms of the EESE Rules (other than gross negligence, fraud or wilful default).

8. GENERAL

- 8.1 Please refer to the EESE Operational Manual, which can be found on the Legal tab on the EESE website, and which sets out important information relating to procedural and operational aspects of trading on the EESE Trading System. The manual is provided for information purposes only.
- 8.2 Paragraphs 3 to 7 of this document contain information relating to certain provisions of the EESE Rules, which are intended solely to give you notice of the contents of certain Rules, but do not amend, replace, novate or supersede the EESE Rules as accepted by you in terms hereof.
- 8.3 In the event of conflict between the EESE Rules and the provisions of this document, the provision the EESE Rules shall prevail.
- 8.4 This document shall be governed by, and construed in accordance with, the laws of the Republic of South Africa.



EQUITY EXPRESS
securities exchange

SECTION B

**ACCEPTANCE OF THE EQUITY EXPRESS SECURITIES EXCHANGE PROPRIETARY
LIMITED RULES**

Name of signatory:

Capacity of signatory

Shareholder/Authorised representative (*delete what
is not applicable*)

Identity number:

Name of Client if signed by authorised representative:

Shareholder number:

Signed:

Date: