

MASTER REPURCHASE AGREEMENT

entered into between

THE SOUTH AFRICAN RESERVE BANK (the Bank)

and

(the Counterparty)

WHEREAS

- (A) The parties contemplate that, in connection with the Bank's official repurchase operations, the Bank and the Counterparty will from time to time enter into transactions under which the Counterparty will agree to sell and the Bank will agree to purchase certain quantities of securities and the Counterparty will agree to purchase and the Bank will agree to sell a like quantity of such securities at a later date;

- (B) the parties also contemplate that circumstances may arise which could necessitate that the reverse type of transactions as described in (A) above be entered into, i.e. that the Bank will agree to sell and the Counterparty will agree to purchase certain quantities of securities and the Bank will agree to purchase and the Counterparty will agree to sell a like quantity of such securities at a later date;

- (C) the parties propose that these transactions be entered into verbally, by

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

telephone or otherwise, and confirmed by facsimile communication

IT IS AGREED AS FOLLOWS :

1. Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

Adjusted Market Value, with respect to any Equivalent Securities has the meaning given in the Operational Notice;

Business Day means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in South Africa;

Cash Margin means a payment or deemed payment of cash from the Counterparty to the Bank by way of margin under clause 3;

Confirmation has the meaning given in clause 2.2;

Default Notice means a written notice served by the Bank on the Counterparty in terms of clause 6.1 stating that an event shall be treated as an Event of Default for the purposes of this Agreement;

Default Market Value means the market value of the Equivalent Securities and any Equivalent Margin Securities sold by the Bank at the best price obtained at the time of default.

Designated Telephone Link means the telephone line or number designated by the Bank with the agreement of the Counterparty as the line or number

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

through which communications with respect to the Counterparty relating to Transactions and Reverse Transactions and other matters arising under or in respect of this Agreement may be given to the Bank;

Eligible Securities means securities specified in the Operational Notice, or otherwise specified by the Bank, as being eligible for purchase by the Bank or the Counterparty, as the case may be, and for delivery as Margin Securities pursuant to this Agreement;

Equivalent Margin Securities means securities which are equivalent to securities previously transferred as Margin Securities under a Transaction or Reverse Transaction;

Equivalent Securities means securities equivalent to the Purchased Securities under a Transaction or a Reverse Transaction;

Margin means Cash Margin or Margin Securities or a combination of the two;

Margin Deficit has the meaning given in clause 3.4;

Margin Excess has the meaning given in clause 3.4;

Margin Securities means Eligible Securities delivered by one Party to the other by way of margin under clause 3;

Margin Transfer means any, or any combination, of the payment or repayment of Cash Margin and the transfer of Margin Securities or Equivalent Margin Securities;

Market Value means, in relation to Purchased Securities, Equivalent

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

Securities, Margin Securities or Equivalent Margin Securities, the market value of such securities determined in accordance with the Operational Notice or, in relation to an amount of cash, its nominal amount.

Operational Notice means the procedures published by the Bank in operational notices relating to its official open money market operations, as amended from time to time by the Bank;

Party means a party to this Agreement;

Purchase Date means the Business Day on which the Counterparty agrees to sell and the Bank agrees to purchase, or, as the case may be, the Business Day on which the Bank agrees to sell and the Counterparty agrees to purchase, any Purchased Securities;

Purchase Price means, with respect to any Transaction or Reverse Transaction, the amount agreed to be paid by the Bank or the Counterparty, as the case may be, as consideration for the purchase of the Purchased Securities;

Purchased Securities means the Eligible Securities purchased or to be purchased by the Bank pursuant to a Transaction or Reverse Transaction;

Qualifying Petition has the meaning given in clause 6.2;

Repurchase Date means the Business Day on which the Bank agrees to sell and the Counterparty agrees to purchase, or, as the case may be, the Business Day on which the Bank agrees to purchase and the Counterparty agrees to sell any Equivalent Securities;

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

Repurchase Price means, with respect to any Transaction or Reverse Transaction as at any date, the price determined by the Bank;

Reverse Transaction means any transaction entered into pursuant to this Agreement under which the Bank agrees to sell and the Counterparty agrees to purchase a certain quantity of Eligible Securities and the Bank agrees to purchase and the Counterparty agrees to sell a like quantity of Equivalent Securities at a later date;

SAMOS system means the South African Multiple Option Settlement system used to settle interbank funds transfers, and operated by the South African Reserve Bank;

Settlement Division means the Settlement Division within the Financial Markets Department of the South African Reserve Bank;

STRATE means Strate Limited, Registration No. 1998/02224/06, licensed as a central securities depository in terms of the Securities Services Act, 2004 (Act No. 36 of 2004);

Subsidiary has the meaning given in section 1 of the Companies Act, 1973;

Termination means, with respect to any Transaction, the sale by the Bank to the Counterparty of Equivalent Securities for the Repurchase Price and with respect to any Reverse Transaction, the sale by the Counterparty to the Bank of Equivalent Securities for the Repurchase Price;

Transaction means any transaction entered into pursuant to this Agreement

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

under which the Counterparty agrees to sell and the Bank agrees to purchase a certain quantity of Eligible Securities and the Counterparty agrees to purchase and the Bank agrees to sell a like quantity of Equivalent Securities at a later date.

1.2 For the purposes of this Agreement securities are **equivalent to** other securities if -

(a) in the case of Treasury bills, they are of an identical amount and maturity and executed by the same parties in the same capacities as those other securities;

(b) in the case of securities of any other description, they are (i) issued by the same issuer, (ii) part of the same issue and (iii) of an identical type, nominal value, description and (except where otherwise stated) amount, and have the same number of days to maturity as those other securities.

1.3 References in this Agreement to numbered clauses or schedules are to clauses of or schedules to this Agreement.

2. **Sale and purchase**

2.1 Unless otherwise agreed in writing between the Bank and the Counterparty, the terms and conditions set out in this Agreement shall apply to each Transaction which may be entered into between the Bank and the Counterparty.

2.2 The Bank shall give to the Counterparty a confirmation of the terms of each Transaction (**Confirmation**) in the form and manner and within the period

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

prescribed by the Operational Notice, but no Transaction shall be invalidated by any failure to deliver or send such a confirmation, and the Counterparty shall inform the Bank of final details of securities to be delivered in the form and manner and within the period prescribed by the Operational Notice.

2.3 The Bank shall purchase the Purchased Securities from the Counterparty on the Purchase Date for the Purchase Price.

2.4 The Counterparty shall purchase Equivalent Securities from the Bank on the Repurchase Date for the Repurchase Price.

2.5 Unless otherwise provided for in the Operational Notice the Counterparty shall on the Purchase Date, not later than the time specified for such delivery in the Operational Notice, deliver to the Bank the Purchased Securities. Provided that the Bank is satisfied that it has received the Purchased Securities on the Purchase Date not later than the time specified for such delivery in the Operational Notice, the Bank shall pay the Purchase Price to the Counterparty on the Purchase Date in same day funds.

2.6 Unless otherwise provided for in the Operational Notice the Counterparty shall on the Repurchase Date, not later than the time specified for such payment in the Operational Notice, pay the Repurchase Price to the Bank in same day funds. Provided that the Bank is satisfied that it has received the Repurchase Price on the Repurchase Date not later than the time specified for such payment in the Operational Notice, the Bank shall deliver to the Counterparty Equivalent Securities on the Repurchase Date.

2A. Reverse Transactions

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

- 2A.1 Unless otherwise agreed in writing between the Bank and the Counterparty or specifically excluded by the provisions of this clause, the terms and conditions set out in this Agreement shall apply *mutatis mutandis* to each Reverse Transaction which may be entered into between the Bank and the Counterparty.

- 2A.2 The Bank shall give to the Counterparty a confirmation of the terms of each Reverse Transaction in the form and manner prescribed by the Operational Notice, but no transaction shall be invalidated by any failure to deliver or send such a confirmation, and the Bank shall inform the Counterparty of final details or securities to be delivered in the form and manner and within the period prescribed by the Operational Notice.

- 2A.3 The Counterparty shall purchase the Purchased Securities from the Bank on the Purchase Date for the Purchase Price.

- 2A.4 The Bank shall purchase Equivalent Securities from the Counterparty on the Repurchase Date for the Repurchase Price.

- 2A.5 Unless otherwise provided for in the Operational Notice the Bank shall on the Purchase Date, not later than the time specified for such delivery in the Operational Notice, deliver to the Counterparty the Purchased Securities. Provided that the Counterparty is satisfied that it has received the Purchased Securities on the Purchase Date not later than the time specified for such delivery in the Operational Notice, the Counterparty shall pay the Purchase Price to the Bank on the Purchase Date in same day funds.

- 2A.6 Unless otherwise provided for in the Operational Notice the Bank shall on the Repurchase Date, not later than the time specified for such payment in the

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

Operational Notice, pay the Repurchase Price to the Counterparty in same day funds. Provided that the Counterparty is satisfied that it has received the Repurchase Price not later than the time specified for such payment in the Operational Notice, the Counterparty shall deliver to the Bank Equivalent Securities on the Repurchase Date.

2A.7 The provisions of clause 3 of this Agreement pertaining to the maintenance of margin will not apply to Reverse Transactions.

3. Margin : Margin maintenance

3.1 Subject to clause 3.3, if at any time there is a Margin Deficit, the Bank may by notice to the Counterparty require the Counterparty to make a Margin Transfer of an amount sufficient to eliminate the Margin Deficit, in the form and manner and within the period prescribed by the Operational Notice.

3.2 Subject to clause 3.3, if at any time there is a Margin Excess, the Counterparty may by notice to the Bank require the Bank to make a Margin Transfer of an amount sufficient to eliminate the Margin Excess, in the form and manner and within the period prescribed by the Operational Notice.

3.3 The Operational Notice may provide that no notice may be given under clause 3.1 or clause 3.2, notwithstanding that there is a Margin Deficit or (as the case may be) a Margin Excess, if specified circumstances prevail or unless specified conditions are satisfied; and different provisions may be so made in respect of a Margin Deficit and a Margin Excess.

3.4 For the purposes of this Agreement the existence and amount of any Margin Deficit or Margin Excess at any time shall be determined in accordance with the

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

applicable provisions contained in the Operational Notice.

3.5 Notice of any Margin Transfer under this clause shall be given, and any such Margin Transfer shall be made, at the time and in the manner provided by, and generally in accordance with, the Operational Notice.

3.6 The payment of Cash Margin by the Counterparty to the Bank shall give rise to a debt owing by the Bank to the Counterparty, such debt being repayable in accordance with this Agreement.

4. **Payments and deliveries**

4.1 All payments and deliveries of securities under any Transaction or Reverse Transaction shall be made in the manner specified in the Operational Notice or in such other manner as may be agreed between the Parties.

4.2 Any rights, titles and interest in any Purchased Securities, and any Margin Securities transferred under this Agreement shall pass from one Party to the other on delivery in accordance with the terms of this Agreement free from all liens, claims and encumbrances. The Parties shall execute and deliver all documents, give all instructions and do all things necessary to ensure that title passes in accordance with this clause.

4.3 Notwithstanding the use of expressions such as Repurchase Date, Repurchase Price, and Margin, which are used to reflect terminology used in the market in connection with transactions of the kind provided for in this Agreement, all right, title and interest in and to securities and moneys transferred or paid under this Agreement shall pass to the transferee upon final settlement in the SAMOS system.

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

4.4 Time shall be of the essence of this Agreement.

4.5 Subject to clause 4.7 and clause 7, all amounts payable by each Party to the other under any Transaction or otherwise under this Agreement on the same date shall be combined in a single calculation of a net sum payable by one Party to the other and the obligation to pay the sum shall be the only obligation of either Party in respect of those amounts.

4.6 Subject to clause 4.7 and clause 7, all securities of the same issue, denomination, currency and series transferable by each Party to the other under any Transaction or otherwise under this Agreement on the same date shall be combined in a single calculation of a net quantity of securities transferable by one Party to the other and the obligation to transfer the net quantity of securities transferable by one Party to the other and the obligation to transfer the net quantity of securities shall be the only obligation of either Party in respect of the securities so transferable and receivable.

4.7 Nothing in clause 4.5 or clause 4.6 shall preclude the settlement of payments on a gross basis through the SAMOS system, or the delivery of securities through the Settlement Division or any other securities settlement system, as the case may be, in accordance with the Operational Notice.

5. Representations, warranties and undertakings

5.1 The Counterparty represents, warrants and undertakes to the Bank that -

(a) it is duly authorised to enter into and perform in terms of this Agreement and the Transactions and Reverse Transactions contemplated hereby;

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

- (b) it is entering into the Agreement, and will enter into and perform the Transactions and Reverse Transactions contemplated by this Agreement, as principal;
- (c) the person signing this Agreement and entering into any Transaction or Reverse Transaction on its behalf is or, in the case of any Transaction or Reverse Transaction, will at the time such Transaction or Reverse Transaction is entered into be duly authorised so to act;
- (d) it has obtained all authorisations of any governmental authority or regulatory body required by it in connection with this Agreement and the Transactions and Reverse Transactions to be effected under it and such authorisations remain in full force and effect;
- (e) the execution, delivery and performance of this Agreement and the Transactions and Reverse Transactions to be effected under it will not violate any law, regulation, by-law or rule applicable to the Counterparty;
- (f) at the time of sale to the Bank of any Purchased Securities or payment or transfer to the Bank of any Margin it will have the full and unqualified right to make such sale, payment or transfer and that upon such sale, payment or transfer the Bank will receive the same free and clear of any lien, claim, charge or encumbrance; and
- (g) at the time of any purchase by the Counterparty of any Equivalent Securities it will have the full and unqualified right to make such purchase.

5.2 The Bank represents and warrants to the Counterparty that at the time of sale

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

to the Counterparty of any Equivalent Securities or transfer to the Counterparty of any Margin Securities it will have the full and unqualified right to make such sale, payment or transfer, and that upon sale, payment or transfer the Counterparty will receive the same free and clear of any lien, claim, charge or encumbrance, except as expressly contemplated otherwise in this Agreement or the relevant Transaction or Reverse Transaction.

5.3 The Counterparty and the Bank shall be deemed to repeat the representations and warranties set out in clauses 5.1 and 5.2 respectively on each occasion on which a Transaction or Reverse Transaction is entered into and on each day on which Purchased Securities, Equivalent Securities, Margin Securities or Equivalent Margin Securities are to be transferred under a Transaction or Reverse Transaction.

6. **Default**

6.1 For the purposes of this Agreement, and subject to clause 6.2., Event **of Default** shall be treated as occurring if -

(a) the Counterparty fails in respect of any Transaction to deliver the Purchased Securities on the Purchase Date and by the time specified for such delivery in the Operational Notice or to pay the Repurchase Price on the Repurchase Date and by the time specified for such payment in the Operational Notice, or to perform any of its obligations under a Reverse Transaction; or

(b) the Counterparty fails to comply with clause 3.1; or

(c) any representation made or deemed to be made or repeated by the

Bank: _____ Bank: _____ the Counterparty: _____ the Counterparty: _____
Witness 1: _____ Witness 1: _____ Witness 1: _____ Witness 1: _____
Witness 2: _____ Witness 2: _____ Witness 2: _____ Witness 2: _____

Counterparty was or is incorrect or untrue in any material respect when made or repeated or deemed to be made or repeated; or

- (d) the Counterparty fails to perform any other of its obligations under this Agreement and does not remedy such failure within three full Business Days after notice given by the Bank requiring it to do so; or
- (e) the Counterparty informs or admits to the Bank that it is unable to, or intends not to, perform any of its obligations under this Agreement or in respect of any Transaction; or
- (f) the Counterparty is suspended or expelled from membership of or participation in any securities exchange or association or other self-regulating organisation, or suspended from dealing in securities by any regulatory authority, or any of its assets or the assets of investors held by it or to its order are transferred or ordered to be transferred to a trustee or curator by a regulatory authority or competent court of law pursuant to any banking or securities regulating legislation; or
- (g) the Counterparty makes a general assignment for the benefit of, or enters into a reorganisation, arrangement or composition with creditors; or
- (h) the Counterparty is unable to pay its debts as they become due, or the Counterparty's liabilities exceed its assets; or
- (i) the Counterparty seeks, consents to or acquiesces in the appointment of any trustee, curator, judicial manager or liquidator or analogous officer of it or any material part of its property; or

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

- (j) a Qualifying Petition (as defined in clause 6.2) is filed or presented in respect of the Counterparty; or
- (k) application is made for the placing under judicial management or curatorship of the Counterparty or
- (l) an order is made or resolution passed for the winding-up or dissolution of the Counterparty, or the Counterparty is placed under judicial management or curatorship; or
- (m) an application (not being an application falling within the ambit of paragraph (j) or (k) above) is filed or presented in respect of the Counterparty or any of its Subsidiaries (other than by the Bank in respect of any obligation under this Agreement) in any court or before any agency or for the insolvency, winding-up or insolvency of the Counterparty or any of its Subsidiaries (or any analogous proceeding) or seeking any reorganisation, arrangement, composition, re-adjustment, liquidation, dissolution or similar relief (other than a solvent reconstruction, amalgamation or reorganisation to which the Bank has given its prior written consent) under any present or future law or regulation, such petition not having been stayed or dismissed within 30 days of its filing; or
- (n) there is appointed a curator, judicial manager, liquidator or trustee or analogous officer of the Counterparty or over all or any material part of the Counterparty's property; or
- (o) there is convened any meeting of creditors of the Counterparty for the purposes of considering a voluntary arrangement or any analogous proceeding; or

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

- (p) any event analogous to any of those mentioned in paragraphs (g), (h), (i), (j), (k), (l), (m), (n), (o) and (p) above occurs in any jurisdiction in relation to the Counterparty or, where any such paragraph includes reference to an occurrence relating to any of the Counterparty's Subsidiaries, any of its Subsidiaries; or

- (q) (i) the Counterparty's membership of, or participation in, the Settlement Division, SAMOS, STRATE or any other securities settlement system through which the Counterparty holds or delivers securities for the purposes of this Agreement is suspended or terminated, or (ii) where the Counterparty holds or delivers securities for the purposes of this Agreement through STRATE, the Settlement Division or any such other securities settlement system under arrangements made with a member of that system, those arrangements are terminated or suspended, unless the Counterparty continues to be able to hold and transfer securities through the relevant securities settlement system under arrangements made with another member, or by itself becoming a member, of the relevant securities system;

and in the case of any event other than that mentioned in paragraph (r) above so far as it relates to that paragraph, the Bank serves a Default Notice on the Counterparty.

6.2 For the purposes of this clause 6 a **Qualifying Petition** means an application (other than one of a vexatious or frivolous nature) for the winding-up order (or seeking similar relief in any jurisdiction) based on the non-payment of a debt or other claim of an amount exceeding R10 000 000 (ten million rand) or the equivalent of that sum in any other currency (or such other amount as may be

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

specified in the Operational Notice).

6.3 The Counterparty shall immediately notify the Bank if an Event of Default, or an event which, upon the serving of a Default Notice, would be an Event of Default, occurs.

7. **Close-out and liquidation of obligations on the occurrence of an Event of Default**

7.1 If an Event of Default occurs in relation to the Counterparty -

(a) the Repurchase Date for each Transaction and Reverse Transaction shall be deemed to occur immediately and, subject to the following provisions of this clause, all Cash Margin shall be immediately repayable, and all Equivalent Margin Securities shall be immediately deliverable (and so that, where this clause applies, performance of the respective obligations of the Parties with respect to the delivery of securities, the payment of the Repurchase Price for any Equivalent Securities, and the repayment of any Cash Margin shall be effected only in accordance with the following provisions of this clause);

(b) the Default Market Values of the Equivalent Securities and any Equivalent Margin Securities to be transferred, the amount of any Cash Margin to be repaid and the Repurchase Prices to be paid by the Counterparty shall be established by the Bank, acting reasonably and in good faith, for all Transactions and Reverse Transactions as at the Repurchase Date;

(c) on the basis of the sums so established, an account shall be taken (as at the Repurchase Date) of what is due from each Party to the other under

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

this Agreement (on the basis that each party's claim against the other in respect of the transfer to it of Equivalent Securities or Equivalent Margin Securities under this Agreement equals the Default Market Value therefor) and the sums due from one Party shall be set off against the sums due from the other and only the balance of the account shall be payable (by the Party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be due and payable on the next Business Day following the occurrence of the Event of Default.

7.2 The Counterparty shall be liable to the Bank for the amount of all reasonable legal and other expenses incurred by the Bank in connection with or as a consequence of an Event of Default, together with interest thereon at the rate specified in clause 8.

8. Default interest

8.1 If a Party fails to pay the balance referred to in clause 7.1(c) in accordance with that clause that Party shall pay interest on the amount of such balance from the time of default up to the time of actual payment (as well after as before judgment) at the marginal lending rate determined by the Bank.

8.2 Interest under this clause 8 shall accrue daily on the basis of a year of 365 days from and including the first day to the last day of each period of one month beginning from the day on which the balance under clause 7.1(c) was due and shall be due and payable at the end of each such period. So long as the default continues, the rate referred to in clause 8.1 shall be calculated on a similar basis at the end of each such period and interest payable under this clause 8.2 which is unpaid at the end of each such period shall thereafter itself bear interest at the rates provided in this clause 8.

Bank: _____ Bank: _____ the Counterparty: _____ the Counterparty: _____
Witness 1: _____ Witness 1: _____ Witness 1: _____ Witness 1: _____
Witness 2: _____ Witness 2: _____ Witness 2: _____ Witness 2: _____

9. No waivers

No indulgence or concession granted by either Party (including, without limitation, the entering into or performance of any Transaction, Reverse Transaction or any other business at any time when an Event of Default has occurred and is continuing) and no omission or delay on the part of either Party in exercising any right, power or privilege hereunder or under any Transaction or Reverse Transaction shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege hereunder or under any Transaction or Reverse Transaction operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of each Party provided in this Agreement and any Transaction and Reverse Transaction are cumulative with and not exclusive of any rights of lien, sale, set-off or retention or other rights or remedies which such Party may have at common law, by statute or otherwise howsoever.

10. Single agreement

The Parties acknowledge that, and have entered into this Agreement and will enter into each Transaction or Reverse Transaction in consideration of and in reliance on the fact that, all Transactions and Reverse Transactions constitute a single business and contractual relationship and are made in consideration of each other. Accordingly, each of the Parties agrees that -

- (a) subject and without prejudice to clause 7, each of them shall in case of an Event of Default be entitled to set off claims and apply property held by them in respect of any Transaction and Reverse Transaction against

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

obligations owing to them in respect of any other Transaction and Reverse Transaction; and

- (b) payments, deliveries and other transfers made by either of them in respect of any Transaction or Reverse Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions or Reverse Transaction, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

11. Successors in title and permitted assigns

11.1 The provisions of this Agreement and of each Transaction shall be binding upon and inure to the benefit of the Parties hereto and their respective successors in title and permitted assigns.

11.2 The rights and obligations of the Parties under this Agreement and under each Transaction shall not be capable of assignment by either Party without the prior written consent of the other.

12. Telephone and facsimile communications

12.1 The Bank shall be entitled without further enquiry to accept and act on any request, instruction or other communication or purported request, instruction or other communication received by the Bank through the Designated Telephone Link notwithstanding that it may afterwards be discovered that that request, instruction or other communication was not genuine or was not authorised by the Counterparty. Any such request, instruction or other communication on which the Bank so acts shall for all purposes of this Agreement and the

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

Operational Notice be treated as effective and binding on the Counterparty in accordance with its terms and, accordingly, neither the Bank nor any of its servants or agents shall incur any liability or be responsible for any loss, damage, expense or claim whatsoever by reason of so acting.

12.2 The Counterparty shall procure that all requests, instructions and other communications given through the Designated Telephone Link are made or given by persons who are duly authorised to make or give them on its behalf and are within the scope of the authority of the person making or giving them.

12.3 The Counterparty undertakes -

- (a) to provide the Bank with a list of all persons who are authorised to sign facsimile transactions relating to Transactions and Reverse Transactions or otherwise relating to the matters to which this Agreement relates and with such particulars with respect to such persons as may from time to time be specified in the Operational Notice;
- (b) promptly to provide the Bank with particulars of any change in the persons and particulars referred to in paragraph (a) above;
- (c) to comply with any procedures set out in the Operational Notice or otherwise agreed between the Counterparty and the Bank with respect to the identification, confirmation or authentication of requests, instructions or other communications given by facsimile transmission on behalf of the Counterparty or with the maintenance of security with respect to or in connection with such requests, instructions or other communications.

12.4 The Counterparty agrees and acknowledges that, subject to any express

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

provision of the Operational Notice -

- (a) the Bank will be entitled to act on the basis of any facsimile request, instruction or other communication appearing to the Bank to have been given by any person for the time being appearing on the list referred to in clause 12.3(a);
- (b) the Bank and its servants and agents will not be responsible for any loss, claim or expense arising directly or indirectly out of the fraudulent impersonation of any person for the time being appearing on the list referred to in clause 12.3(a);
- (c) the Bank and its servants and agents will not be responsible for any other loss, claim or expense arising out of any error or excess or want of authority in or with respect to any request, instruction or other communication given or purporting to have been given by facsimile under this Agreement except to the extent that such loss, claim or expense is shown to be attributable to negligence on the part of the Bank or its servants or agents.

12.5 Each party (i) consents to the recording of telephone conversations of trading and marketing personnel of the parties in connection with this Agreement and any Transactions and Reverse Transactions hereunder and to the submission of such recordings in evidence in any proceedings and (ii) agrees to obtain any necessary consent of, and give notice of such recording to, such personnel.

13. Notice

13.1 Subject to clause 13.2, any notice required to be given under this Agreement

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

shall be deemed to be duly served if left at or sent by registered or recorded delivery post or (save in the case of a Default Notice) by facsimile transmission, in the case of a notice to the Bank at the South African Reserve Bank, 370 Church Street, Pretoria, 0002, fax number **(012) 313-3691**, marked for the attention of Mr Callie Hugo, or to such other address or fax number as the Bank may notify to the Counterparty in writing, and in the case of notice to the Counterparty at , fax number , marked for the attention of or to such other address or fax number as the Counterparty may notify to the Bank in writing. Any such notice shall be deemed to be served:

- (a) If left at the address of the Party to be serviced, at the time when it is so left (or, if it is left on a day that is not a Business Day, at 8:15 a.m. on the next following Business Day);
- (b) If sent by post, on the third Business Day following the day of posting; and
- (c) If sent by facsimile transmission, when confirmation of receipt is received.

In providing the giving of a notice under this clause 13.1 it shall be sufficient to prove that the notice was delivered at the address for service or that the envelope containing such notice was properly addressed and posted (as the case may be).

13.2 The Operational Notice may provide for any notice other than a Default Notice to be given verbally, including by telephone; any such notice shall be deemed to be served when it is actually given.

Bank:	_____	Bank:	_____	the Counterparty:	_____	the Counterparty:	_____
Witness 1:	_____	Witness 1:	_____	Witness 1:	_____	Witness 1:	_____
Witness 2:	_____	Witness 2:	_____	Witness 2:	_____	Witness 2:	_____

14. Costs and expenses

14.1 Each party agrees to pay and bear its own costs and expenses incurred in connection with the preparation and execution of this Agreement and the entering into of each Transaction or Reverse Transaction.

14.2 Each Party agrees to pay or reimburse to the other Party all the other Party's costs and expenses (including legal expenses) together with any value added tax thereon, reasonably incurred in connection with the enforcement of any of the other Party's rights under this Agreement of any Transaction or Reverse Transaction.

14.3 The Counterparty agrees to reimburse the Bank on demand for all fees, costs, charges and other expenses reasonably incurred by the Bank in connection with the holding of any securities in any securities settlement system for the purposes of or in connection with this Agreement or any Transaction.

14.4 Any amounts payable under this clause shall be notified to the Counterparty and paid in accordance with the Operational Notice.

15. Amendments

This Agreement may not be amended except by an instrument in writing signed by each of the Parties.

16. Headings

The headings of the clauses of this Agreement are for convenience of reference only and shall be ignored in construing this Agreement and any Transaction or Reverse Transaction.

Bank: _____	Bank: _____	the Counterparty: _____	the Counterparty: _____
Witness 1: _____	Witness 1: _____	Witness 1: _____	Witness 1: _____
Witness 2: _____	Witness 2: _____	Witness 2: _____	Witness 2: _____

17. **Termination**

This Agreement may at any time be terminated by either Party by giving to the other not less than 7 (seven) days notice in writing (such termination becoming effective upon expiry of such notice), which notice shall not affect any Transaction or Reverse Transaction which is then outstanding and the provisions of this Agreement shall continue to apply to each such Transaction or Reverse Transaction until all the obligations of each Party to the other under this Agreement and each such Transaction have been fully performed.

18. **Governing law and jurisdiction**

This Agreement and each Transaction and Reverse Transaction shall be governed by and construed in accordance with South African law.

THUS DONE AND SIGNED by the duly authorised representatives of the Parties.

19. **Execution**

This Agreement is thus done and signed at _____ on this ____ day of _____, by _____ in his/her capacity as _____ of the Bank, being duly authorised thereto.

For the Bank

Witnesses:

1. _____

2. _____

This Agreement is thus done and signed at _____ on this ____ day of _____, by _____ in his/her capacity as _____ of the Bank, being duly authorised thereto.

For the Bank

Witnesses:

1. _____

2. _____

This Agreement is thus done and signed at _____ on this _____ day of _____, by _____ in his/her capacity as _____ of the Counterparty, being duly authorised thereto.

For the Counterparty

Witnesses:

1. _____

2. _____

This Agreement is thus done and signed at _____ on this _____ day of _____, by _____ in his/her capacity as _____ of the Counterparty, being duly authorised thereto.

For the Counterparty

Witnesses:

1. _____

2. _____