

Registered Financial Services Provider Licence no 23833

Registered National Credit Provider NCRCP22.

sasfin

BANK

UNLIMITED FINANCIAL HORIZONS

INDIVIDUAL ACCOUNTS

TREASURY CLIENT APPLICATION FORM

FIRST NAMES	:	
SURNAME	:	
TITLE	:	
INITIALS	:	
MARITAL STATUS	<input checked="" type="checkbox"/> (Tick where applicable)	
	MARRIED COP <input type="checkbox"/>	MARRIED ANC <input type="checkbox"/>
	DIVORCED <input type="checkbox"/>	SINGLE <input type="checkbox"/>
GENDER:	ID/PASSPORT NO.:	DATE OF BIRTH:
M F		
PHYSICAL ADDRESS:		POSTAL CODE:
POSTAL ADDRESS:		POSTAL CODE:
HOME TELEPHONE NUMBER	:	
OFFICE TELEPHONE NUMBER	:	
CELLULAR NUMBER	:	
FACSIMILE NUMBER	:	
HOME LANGUAGE	:	
OCCUPATION	:	
EMPLOYER	:	
COUNTRY OF RESIDENCE	:	
INCOME TAX NUMBER	:	
E-MAIL ADDRESS	:	
BANK ACCOUNT DETAILS :		
ACCOUNT NAME	:	
BANK	:	
BRANCH	:	
BRANCH CODE	:	
ACCOUNT NUMBER	:	

IF A THIRD PARTY RESPONSIBLE FOR ACCOUNT IS NOMINATED, PLEASE COMPLETE BELOW WHICH MUST BE SUBMITTED WITH A POWER OF ATTORNEY, AND CERTIFIED COPY OF IDENTITY DOCUMENT AND RESIDENTIAL ADDRESS FOR EACH AUTHORISED PERSON(S).

**AUTHORISED SIGNATORY 1:
FULL NAME AND SURNAME:**

ID NUMBER:

SPECIMEN SIGNATURE:

**AUTHORISED SIGNATORY 2:
FULL NAME AND SURNAME:**

ID NUMBER:

SPECIMEN SIGNATURE:

**AUTHORISED SIGNATORY 3:
FULL NAME AND SURNAME:**

ID NUMBER:

SPECIMEN SIGNATURE:

**AUTHORISED SIGNATORY 4:
FULL NAME AND SURNAME:**

ID NUMBER:

SPECIMEN SIGNATURE:

**AUTHORISED SIGNATORY 5:
FULL NAME AND SURNAME:**

ID NUMBER:

SPECIMEN SIGNATURE:

**AUTHORISED SIGNATORY 6:
FULL NAME AND SURNAME:**

ID NUMBER:

SPECIMEN SIGNATURE:

MONTHLY INTEREST TREATMENT: <input checked="" type="checkbox"/> (Tick where applicable)	CAPITALISE <input type="checkbox"/>	ACCRUE <input type="checkbox"/>	TRANSFER MONTHLY TO NOMINATED ACCOUNT <input type="checkbox"/>
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I confirm and warrant that I have been duly authorised, in my capacity as individual/sole owner/member/director/trustee/liquidator/agent (delete which is not applicable), to sign this document on behalf of the client. I further confirm that should the client challenge my authority I shall be personally liable for any damages the Bank may suffer as a result of such lack of authority.

Signature/s:

Signed at _____ on this _____ day of _____ 20_____.

Sasfin Bank Treasury Deposit Account	
Account name	: Sasfin Bank Limited
Bank	: Nedbank Limited
Branch	: Fox Street Branch
Branch code	: 19 – 08 – 05
Account number	: 1908 – 339 – 691

Terms and Conditions of Contract

1. These terms apply to the operation and features of the Deposit account offered by Sasfin Bank Ltd ("Sasfin"). The account is subject to the relevant provisions of the code of Banking Practice and prevailing legislation.
2. The Client agrees to operate each of its accounts with Sasfin and to be bound by and act in accordance with these terms and conditions ("the Conditions") and Sasfin's standard banking practice and procedures applying generally and specifically to the type of account and other banking facilities which are made available to the client from time to time (the "Procedures").
3. Sasfin may at any time amend and/or supplement its banking practice and procedures in its discretion. Sasfin shall undertake to use reasonable endeavours to keep the client informed of such changes in such manner as Sasfin deems fit. If any law regulates that change, Sasfin will make the change to the extent permitted by and necessary to give effect to the requirements of that law.
4. The Client warrants to Sasfin that all information provided by it to Sasfin, from time to time in connection with the establishment or maintenance of the account, is true and correct. The Client shall, from time to time, provide Sasfin with such information concerning the Client and with such proof of the Client's authority and capacity to operate the account as Sasfin may require. The Client shall notify Sasfin of any change in such information in writing and signed by the Client. The Client authorises Sasfin to make enquiries with any person including, but not limited to credit bureaux for purposes of verifying the information provided to Sasfin by the Client
5. The Client warrants that each person specified as an authorised signatory by the Client in any documents submitted by the Client to Sasfin in connection with the account are duly authorised to operate the account on behalf of the Client. The Client undertakes to provide acceptable identity information for each signatory to the account. If no such authorised signatory is specified, the person that instructed Sasfin to open the account shall be the only authorised person to operate the account on behalf of the Client. Each such person shall be deemed to be authorised until otherwise notified by the Client to Sasfin in writing. Sasfin may at any time require proof of the authority of any person purporting to act on behalf of the Client. Sasfin shall not be liable for refusing to act on, or for any delay in processing of, instructions if Sasfin is not satisfied that the instructions are authorised by the Client.
6. Sasfin reserves the right limit or refuse third party payment requests if Sasfin is not satisfied that such payment are legitimate. The Client agrees to indemnify Sasfin against all losses and liabilities' arising from any payment Sasfin makes or action taken based on any instruction.
7. Instructions become irrevocable once submitted to Sasfin. Sasfin shall use reasonable endeavours to carry out the client's instruction in a prompt and timely manner. However Sasfin shall not be responsible and disclaims all liability for any claims arising out of the delayed attendance by Sasfin to the client's instruction. The Client authorises Sasfin to give effect to instructions which purport to emanate from the User and the client agrees to be bound thereby and waives any rights which the client may have arising directly or indirectly from such purported instruction.
8. The Client agrees that Sasfin may record telephone conversations between the Client and its representatives and Sasfin and its representatives.
9. It is the Client's responsibility, where the Client makes a direct transfer into a Sasfin account or wishes to withdraw funds, to inform and notify Sasfin before 12h00 on the same day of such transfer or withdrawal. An amount deposited to the Client's account, whether it be by way of cheque or electronic transfer, shall not be deemed to have been paid to and received by Sasfin and no withdrawals or transfers of funds may be made until the amount of the deposit has been unconditionally credited to Sasfin's account with its bankers. Should such deposit not be cleared and settled within such period that Sasfin may determine, Sasfin may reverse the credit. If reversal of the credit results in a debit balance on the account, the debit balance shall be paid by the Client to Sasfin on demand.
10. If the Client fails to pay Sasfin any amount on due date of payment thereof, the Client shall pay Sasfin interest on the outstanding amount at 2.5% above Sasfins' prime overdraft lending rate from time to time, compounded monthly in arrears.

11. The Client agrees that it shall not be entitled to withdraw any term deposit during the term thereof, subject to statutory provisos in force from time to time and any penalty interest and /or break fee levied by Sasfin. Should Client not withdraw a term deposit upon expiry of the term, in the absence of a contrary arrangement, it shall become a call deposit on the expiry of the term at the then market interest rate.
12. The Client agrees that if the Client fails to pay Sasfin any amount on due date, then Sasfin may, without prejudice to any other rights which Sasfin may have, discharge the unpaid amount out of any credit balance on any account held for the Client.
13. The Client warrants to Sasfin that it shall not deposit any funds to the account of Sasfin which are the proceeds of crime or which the Client suspects could be the proceeds of crime and the Client hereby indemnifies Sasfin and holds Sasfin harmless against any claim that the Client may have against Sasfin in regard thereto.
14. The Client warrants that except as otherwise agreed, in writing between Sasfin and the Client, which the Client is acting in relation to the account only as a principal and not as an agent. The Client may agree, in writing, with Sasfin that its authorised agent is authorised to operate the account on Client's behalf and agrees not to challenge the authority of the authorised agent or the validity of any act performed by Sasfin pursuant to the exercise thereof¹⁵. The Client may not cede, assign, make over or transfer any of its rights or delegate any of its obligations in terms of this agreement to any third party except bearer instruments, without informing Sasfin, in writing, of the third party's identity and authority and subject to Sasfin's prior written consent. In the event of acceptance by Sasfin of a cession by the Client, then Sasfin will only act upon the instructions of the authorised third party.
15. The Client warrants to Sasfin that it will comply with all exchange control regulations, FICA and any other ruling, regulation or law applicable to the Client's investment and undertakes to provide any documentation, information or approval as Sasfin may deem necessary to give effect to the investment. The Client further indemnifies the Bank and its staff where transactions are affected due to non-compliance by the above mentioned rules, regulation or laws.
16. Sasfin does not warrant to the Client that it will accept any application for the establishment of an account or any amount for deposit to any account and Client's application may be declined at the discretion of Sasfin.
17. It shall be competent for Sasfin to give notice of any ruling interest rate from time to time, orally, by telephone, electronically or through any national newspaper.
18. The client acknowledges and confirms that it has requested Sasfin to act on communications transmitted to Sasfin by facsimile transceiver and/or electronic mail and/or telephone communication and acknowledges that Sasfin need not establish the authenticity of such communications which purport to emanate from the client and shall be deemed to have been given by the Client in the form actually received by Sasfin, including where as a result of malfunction of equipment, the distortion of communication links and the like, the purported communication is different from that intended or sent. The Client waives any rights arising directly or indirectly from any and all losses or damages which the Client may suffer consequent upon Sasfin acting on any purported communication and the client indemnifies Sasfin against any claims and losses, demands or actions made against it or suffered by it. Sasfin shall not be obliged to act on any purported communication if it has reason to believe that the integrity of the communication is compromised.
19. Any notice by Sasfin to the Client shall, if sent by fax, be deemed to have been received by the Client on the day of transmission of the fax, and if send by post, on the seventh day after posting. Notices given by Sasfin orally by telephone, electronically, fax or by publication in a newspaper shall be deemed to have been received by the Client when given or published, as the case may be.
- 19.1 To the extent permissible by law, no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in these Conditions, whether it induced the contract and/or whether it was negligent or not. No decision by the Client relating to the establishment or maintenance of the account is based on any investment advice given by Sasfin.
- 19.2 The Client agrees that no decision by the Client relating to the establishment or maintenance of the account is based on any investment advice given by Sasfin. Information and opinions (written or oral) given by Sasfin shall not be investment advice or a recommendation to enter into the investment unless specifically marketed and provided as such.
- 19.3 Sasfin gives no warranties and makes no representation of future performance or whatsoever nature regarding the return on investment or any tax implications or present or future value of the investment.

20. For purposes of these Terms and Conditions, Sasfin will not be open on a Saturday, Sunday, public holiday or on days when the South African Reserve Bank is not open for business.
21. Banks charges relating to cash deposits, additional services and unpaid items will be for the account of the client. Any failure by Sasfin to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future
22. The Client warrants that:-
 - 22.1 the information supplied in this application form is both true and correct and that Sasfin will be notified of any changes to this information;
 - 22.2 the information contained in this application will form the basis of the Client's investment;
 - 22.3 it has read the Terms and Conditions contained herein and agrees to be bound by them, as well as amendments and/or supplements made by Sasfin from time to time;
 - 22.4 it has assessed the risk associated with the investment, has sought independent financial advice and accepts the risks associated with this investment.
23. These Terms and Conditions constitute the whole agreement between the parties in relation to the subject matter hereof

Accepted at _____ on this _____ day of _____ 2007.

Signature: _____

Documentation checklist

In order to comply with the requirements of the Financial Intelligence Centre Act 38, 2001 (FICA), Sasfin Bank Limited will require the documents listed below prior to transacting with any investor.

Please refer to the applicable Part and NOTE that “copy of...” implies CERTIFIED COPY throughout:

Individual: South African and foreign Close corporation Unlisted company Listed company Trusts Unincorporated entities	Part 1 Parts 2 and 7 Parts 3 and 7 Part 4 Parts 5 and 7 Parts 6 and 7
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PART 1: Individual investor and any person funding the investment (where relevant)

To verify: Identity of individual	If South African: <input type="checkbox"/> copy of South African identity document with 3 specimen signatures or if not available <input type="checkbox"/> letter providing explanation (subject to approval by SIAM) and <input type="checkbox"/> copy of South African driver's licence or copy of South African passport If foreign: <input type="checkbox"/> copy of passport
Physical address (South African and foreign individual) <i>(document submitted must contain physical address)</i>	<input type="checkbox"/> copy of utility bill (less than 3 months old) or <input type="checkbox"/> copy of most recent lease or rental agreement or <input type="checkbox"/> copy of bank statement (less than 3 months old) or <input type="checkbox"/> copy of current payslip or <input type="checkbox"/> copy of most recent tax return (front page only)
Bank details (South African and foreign individual)	<input type="checkbox"/> cancelled cheque or <input type="checkbox"/> bank statement (less than 3 months old)
Tax	<input type="checkbox"/> Documents issued by SARS reflecting name and Tax Numbers

PART 2: Close corporation (please also complete PART 7)

To verify: Identity of close corporation	<input type="checkbox"/> copy of the registered CK1 and <input type="checkbox"/> copy of current CK2 (where relevant) and <input type="checkbox"/> copy of resolution passed by members authorising the investment and nominating a person to make the investment
Identity of members	<input type="checkbox"/> complete PART 7 (FICA static detail form) for each member and include the supporting documentation as listed on that form
Physical address of close corporation <i>(document submitted must contain physical address)</i>	<input type="checkbox"/> copy of utility bill (less than 3 months old) or <input type="checkbox"/> copy of most recent lease or rental agreement or <input type="checkbox"/> copy of bank statement (less than 3 months old) or <input type="checkbox"/> copy of letterhead
Bank details of close corporation	<input type="checkbox"/> cancelled cheque or <input type="checkbox"/> copy of bank statement (less than 3 months old)
Tax	<input type="checkbox"/> Documents issued by SARS reflecting name and Tax Numbers

PART 3: Unlisted company (please also complete PART 7)

To verify: Identity of unlisted company	<input type="checkbox"/> CM1 (certificate of incorporation) and <input type="checkbox"/> CM22 (certificate of registered address) and <input type="checkbox"/> CM29 (list of directors)
Identity of principal executive officer (executive) Identity of all persons holding 25% or more of the voting rights at general meetings of the company (shareholders)	<input type="checkbox"/> complete PART 7 (FICA static detail form) for executive and include the supporting documentation as listed on that form <input type="checkbox"/> complete PART 7 (FICA static detail form) for each shareholder and include the supporting documentation as listed on that form
Physical address of unlisted company <i>(document submitted must contain physical address)</i>	<input type="checkbox"/> copy of utility bill (less than 3 months old) or <input type="checkbox"/> copy of most recent lease or rental agreement or <input type="checkbox"/> copy of bank statement (less than 3 months old) or <input type="checkbox"/> copy of letterhead
Bank details of unlisted company	<input type="checkbox"/> cancelled cheque or <input type="checkbox"/> copy of bank statement (less than 3 months old)
Tax	<input type="checkbox"/> Documents issued by SARS reflecting name and Tax Numbers

PART 4: Listed company

To verify: Identity of listed company	<input type="checkbox"/> copy of board resolution authorising the investment and nominating a person to make the investment on behalf of the company and <input type="checkbox"/> copy of latest annual report
Bank details of listed company	<input type="checkbox"/> cancelled cheque or <input type="checkbox"/> copy of bank statement (less than 3 months old)
Tax	<input type="checkbox"/> Documents issued by SARS reflecting name and Tax Numbers

PART 5: Trusts (please also complete PART 7)

To verify: Identity of trust	<input type="checkbox"/> copy of trust deed or copy of other founding documentation by which trust is created and <input type="checkbox"/> copy of letters of authority and <input type="checkbox"/> copy of trust resolution (if any) amending Trust Deed.
Identity of the founder, trustee(s) and beneficiary(ies)	<input type="checkbox"/> complete PART 7 (FICA static detail form) for the founder, each trustee and beneficiary and include the supporting documentation as listed on that form
Bank details of trust	<input type="checkbox"/> cancelled cheque or <input type="checkbox"/> copy of bank statement (less than 3 months old)
Tax	<input type="checkbox"/> Documents issued by SARS reflecting name and Tax Numbers

**PART 6: Unincorporated entities, SUCH AS partnership or voluntary association or Club.
(Please also complete PART 7)**

To verify: Identity of entity	<input type="checkbox"/> document by which the entity is founded (subject to approval by SIAM) and <input type="checkbox"/> copy of resolution nominating a person to make the investment on behalf of the unincorporated entity
Identity of partner(s) or member(s)	<input type="checkbox"/> complete PART 7 (FICA static detail form) for each partner and/or member and include the supporting documentation as listed on that form
Bank details of unincorporated entity	<input type="checkbox"/> cancelled cheque or <input type="checkbox"/> copy of bank statement (less than 3 months old)
Tax	<input type="checkbox"/> Documents issued by SARS reflecting name and Tax Numbers

