



Out of the Ordinary®



Corporate Cash Manager Guarantee facility agreement for non attorneys – appendix 1

Guarantee facility mandate

I/We _____ ID Number/Reg No _____
hereby states as follows:

1. As part of the Mandate furnished to **PSG Konsult Financial Planning (Pty) Ltd** (“Intermediary”) in terms of the Corporate Cash Manager Agreement concluded between the Intermediary and Investec Bank Limited (“the Bank”) relating to the Corporate Cash Manager System, I/we hereby:
 - 1.1. consent to the Intermediary entering into a Guarantee Facility Agreement with the Bank substantially in accordance with the provisions of the pro-forma Guarantee Facility Agreement attached to this Mandate and acknowledge that we have read and understood the terms of the Guarantee Facility Agreement, particularly as far as such provisions pertains to myself/ourselves;
 - 1.2. authorise the Intermediary to instruct the Bank to issue Cash Manager Guarantees on my/our behalf from time to time in accordance with the relevant provisions of the Guarantee Facility Agreement if and when instructed by myself/ourselves by written notice to the Intermediary (“Guarantee Instruction”);
 - 1.3. unless the Guarantee Instruction expressly provides otherwise, confirm that on receipt of a Guarantee Instruction:
 - 1.3.1. the Intermediary and/or the Bank is hereby authorised to utilise such funds standing to the credit of the applicable Corporate Cash Manager account as may be required to enable the Bank to effect payment under the applicable Cash Manager Guarantee (“Guarantee Funds”);
 - 1.3.2. the Intermediary is authorised to cede and pledge to the Bank all of my/our and/or the Intermediary’s rights to the Guarantee Funds as security for the obligation to make available the Guarantee Funds to the Bank as contemplated in paragraph 1.3.1 above;
 - 1.4. generally, hereby authorise the Intermediary to sign all such documents on my/our behalf and to take all such steps on my/our behalf as may be reasonably required to enable the Intermediary to carry out its obligations in terms of the Guarantee Facility Agreement.
2. I/we hereby declare and warrant that:
 - 2.1. I/we am;/are the legal holder and beneficial owner of the deposit;
 - 2.2. I/ am/are entitled to pledge and cede the Deposit in terms of the Indemnity and the Deposit has not been ceded or pledged by me to any other person or entity;
 - 2.3. My/our estate has not been declared insolvent nor, has it been placed in liquidation, under judicial management or order of winding up, whether provisional or final, nor has a compromise, composition, general assignment or arrangement been effected with the my creditors;
 - 2.4. There is nothing of whatever nature, (including without limiting the generality thereof, any agreement, ante nuptial contract, will, codicil or any testamentary act), in existence;
 - 2.4.1. In term of which my right to the Deposit is or can be prejudiced; and/or
 - 2.4.2. Which prevents or can prevent me from ceding, pledging, selling, otherwise dealing with, or alienating the deposit.

Investec Private Bank, a division of Investec Bank Limited registration number 1969/004763/06. Investec Private Bank is committed to the Code of Banking Practice as regulated by the Ombudsman for Banking Services. Copies of the Code and the Ombudsman’s details are available on request or visit www.investecprivatebank.co.za. An authorised financial services provider. A registered credit provider registration number NCRCP9.

2.5 I/we agree and undertake that I/we will have no right whatsoever to further cede, alienate, receive, collect or exercise or in any manner deal with the Deposit, any interests, rights or other benefits thereunder or thereto, until my indebtedness hereunder has been fully paid and discharged.

2.6 I/we hereby absolves and holds Investec harmless against any and all loss, damage, fines, taxes and other fiscal charges, penalties and claims whatsoever and howsoever arising and hereby expressly waives any claim which I may have against Investec as a result of the exercise by Investec of the rights conferred upon it by the provisions of the Indemnity and in particular by reason of Investec's failure, omission or delay to take or collect any rights, interests or benefits or other monies or to protect my interest in any way.

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

As witness:

1. _____

CLIENT

2. _____

CLIENT

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1. AUTHORITY FOR PSG SECURITIES LTD TO WITHDRAW MONEY FROM INVESTEC ACCOUNT

Please insert account number

I authorise PSG Securities Ltd to withdraw the amount of R700.00 (excl. VAT) from the above-mentioned account held with Investec Bank. I understand that this amount represents the cost of issuing a guarantee by PSG Securities Ltd. as requested by the client.

I acknowledge and agree that PSG Securities Ltd. will not be held liable for acting on this authority.

Account holder name

Identity / Company / Trust number

Date

Signed at (place) _____ this _____ day of _____ 20 _____

Authorised Signature