

Terms and conditions summary.

This document summarises the key features of the EasyEquities product, so that you can use this as a guide when reading the legal terms and conditions. This document is not a legal agreement. For a proper understanding, you must read all of the terms and conditions set out in the Agreement.

Parties

You and First World Trader Proprietary Limited (FWT) will trade EasyEquities.

What are EasyEquities?

They are a combination of Securities (for example shares) and CFD Transactions bought via our online trading platform.

The Securities are listed on the JSE or other stock exchanges.

Where you cannot afford to buy a Whole Security, you can still invest in a fraction of a Security by entering into a CFD Transaction with us to obtain Fractional Security Rights.

We use a broker for Securities bought and sold on the JSE.

Regulations

The sale of Whole Securities is subject to the Financial Advisory and Intermediary Services Act, 2002 (FAIS) – see paragraph 1.6.

The issue of CFD Transactions is not subject to FAIS, but are subject to the Consumer Protection Act, 2005 (CPA) – see paragraph 1.6.

FAIS does not govern our obligations to you in respect of CFD Transactions.

FWT is a registered financial services provider.

Summary of amendments to EasyEquities Terms and Conditions

1 Our EasyEquities Terms and Conditions (the Contract) have been amended. This notice contains a summary of the material changes to the Contract to provide for the introduction of Baskets on the EasyEquities Platform.

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FSP No. 22588, Registration No. 1999/021265/07

First World Trader is an authorised Financial Services Provider,

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Mark Barnes/Chairman Charles Savage/CEO Gary van Dyk/CFOO

Directors:



2 The definitions used in the explanations of the material amendments below are the same definitions used in the Contract.

Material amendments made to the Contract

3 Baskets

- 3.1 The Contract has been amended by inserting a new clause 14 entitled "BASKETS", which sets out the terms and conditions applicable to Baskets. Under this new clause, you will be able to purchase certain Baskets of Securities which will be made available on the EasyEquities Platform from time to time. Each Basket will contain a list of certain Issuer Securities preselected by a Basket Selector.
- 3.2 An additional Basket Administration Fee will be payable in respect of any Baskets purchased in accordance with clause 14.4 of the amended Contract.

3.3 Other amendments

- 3.4 Clause 2.1(10) has been added to include a definition of "**Basket**" so that you can understand what a Basket is.
- 3.5 Clause 2.1(11) has been added to include a definition of "**Basket Selector**" so that you can understand the role of the person selecting the Basket.
- 3.6 Clause 2.1(12) has been added to include a definition of "**Basket Administration Fee**" so that you can understand that the Basket is provided to you at a fee, and how that fee will be disclosed to you.

4 Conclusion

- 4.1 Having regard to the abovementioned changes, we wish to inform you that the new EasyEquities Terms and Conditions (New Contract) will take effect 10 (ten) Business Days after the date on which they are delivered to you and/or published on the Website (31/05/2016) and that, after the effective date, our relationship and your Trades will be governed by this New Contract.
- 4.2 If you are not in agreement with the New Contract, you may give us 10 (ten) Business Days written notice to cancel the current Contract and discontinue using our services by sending an email to <u>helpme@easyequities.co.za</u> which notice must be received by us on or before the effective date. We will assist you with either closing out your Trades or transferring your securities to another broker during the 10 (ten) Business Day notice period, whichever is



applicable. However, you will not be allowed to enter into any new Trades during the notice period.

- 4.3 If you do not give notice to cancel the current Contract and close your Account on or before the effective date, then you are deemed to have accepted the New Contract and if you continue to engage in any Trading using the EasyEquities Platform after this notice has been received by you and/or published on the Website, you agree to be bound by the terms and conditions of the New Contract.
- 4.4 Please feel free to contact us if you have any queries.

BUYING AND SELLING SECURITIES ON THE EASYEQUITIES PLATFORM

How to buy a Security

- Place an Order for a chosen Security in Rands or number of Securities.
 - If you place your Order in Rands, for example R1 200's worth of Securities:
 - If the Securities are trading at R500 per Security you will buy 2 Whole Securities and you will have the benefits of owning those 2 Whole Securities;
 - You will have a remaining balance of R200, which is not enough to buy another Whole Security;
 - We will enter into a CFD Transaction with you and the Underlying Reference Instrument will be 40% of that Security (this is because R200 is 40% of R500, the Security's current price);
 - You will have a contractual right under the CFD Transaction to 40% of the income earned on the Underlying Reference Instrument, and to the changes in the value of the Underlying Reference Instrument, pro rated to 40%. We call this a Fractional Security Right;
 - As with all CFD Transactions you will not own the Underlying Reference Instrument;
 - You will have a contractual claim against us under the Transaction, which means that you may enforce your rights under this Agreement and any Transaction directly against us, and only us.
- If you place your Order by number of Securities: e.g.: 200 Whole Securities:
 - You will pay for and own 200 Whole Securities.
- How to sell a Security
 - You may not sell a Whole Security which you do not own
 - You may:

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- sell any of your Whole Securities on the EasyEquities Platform by placing a sell Order; or
- close out any CFD Transaction over an Underlying Reference Instrument.
- Proceeds from sales will be paid to you up to 7 (seven) Business Days after the Trade date.

WHAT PROTECTIONS DO YOU HAVE?

- Whole Securities
 - Are held in safe custody by a nominee company in your name. Your Whole Securities belong to you and will be kept separate from our estate and our assets.
- Profit and Margin in respect of Fractional Share Rights
 - When you enter into a CFD Transaction you must pay us Margin in terms of clause 11.6(3) 11.6(5). You may also earn a Profit in terms of clause 11.6(4) 11.6(6).
 - The money that you give us as Margin or that constitutes your Profit is held in the FWT Nominees Bank Account operated by FWT Nominees for your benefit.
 - Your Margin is used by FWT to purchase the FWT Equities to hedge FWT's obligations to you in respect of your CFD Transaction. This protects you in an Insolvency Event.
 - We cede to you the rights to the funds in the FWT Nominees Bank Account and the FWT Equities, purchased with your Margin as security for any payments we may owe you under the Agreement.

TRADING RISKS

- Profits and Losses
 - You are responsible for all Trades on the EasyEquities Platform.
 - We do not give you any advice or recommendations regarding Trades.
 - The issue of CFD Transactions is not subject to FAIS and you may not rely on the provisions of FAIS in respect of your CFD Transactions.
 - You are responsible for any profits or losses as a result of Whole Securities which you buy and sell or decisions you make regarding close out of a CFD Transaction.
 - Engaging in this type of transaction can carry a high risk and you may lose all of your money in respect of Whole Securities and CFD Transactions.
 - CFD Transaction trading does not occur on a recognised exchange and, may consequently expose you to greater risks than exchange based transactions.



TAX FREE SAVINGS ACCOUNTS

- Tax Free Savings Accounts
 - EasyEquities gives you access to a Tax Free Savings Account if you are a South African citizen.
 - A Tax Free Savings Account allows you to invest in Tax Free Products without paying tax on those investments.
 - Corporate Bodies may not open Tax Free Savings Accounts.
 - You may not transfer funds from your account with another FSP to your Tax Free Savings Account and you may not transfer funds from your Account to your Tax Free Savings Account.
 - We may not accept total investments of more than R30 000 into your Tax Free Savings Account in one tax year ("Yearly Payment Limit").
 - We may not accept total investments of more than R500 000 into your Tax Free Savings Account over your lifetime ("Lifetime Payment Limit").
 - You may withdraw funds from your Tax Free Savings Account but any withdrawal will not be subtracted from the Yearly Payment limit and the Lifetime Payment Limit mentioned above.
 - If you make any profit on the investments in your Tax Free Savings Account, the profits will not be subtracted from the Yearly Payment Limit and the Lifetime Payment Limit.
 - You will be responsible for any penalties, if you exceed the Yearly Payment Limit and the Lifetime Payment Limit.