

## Mandate and Indemnity Cross-Border Foreign Exchange Transaction Reporting

I/We, the undersigned: \_\_\_\_\_

Full name of entity: [Client's full name and Registration Number/Identity number/passport number to be inserted] (the "**Client**")

hereby appoints and authorises:

**Investec Bank Limited ("Investec")**

on the terms and conditions set out herein,

1. to do all things necessary to give effect to the Cross Border Foreign Exchange Transaction Reporting relevant to the underlying transaction(s) concluded on my/our behalf including, but not limited to, the execution, either manually or electronically, of the appropriate standard format "Integrated Form" used by Investec; and
2. to indicate the purpose, and all other information of the transaction and the appropriate cross border foreign exchange transaction reporting category thereon (either manually or electronically) in accordance with information provided by the Client, or a person authorized by the Client, as indicated below, either in writing, electronically (by facsimile or via electronic mail communication), or telephonically, as the case may be.

### Terms and Conditions

1. The Client acknowledges that Investec will capture the purpose of each transaction and the appropriate Cross Border Foreign Exchange Transaction Reporting category onto its processing system, as provided by the Client either in writing, electronically (by facsimile or via electronic mail communication), or telephonically.
2. The Client furthermore agrees that the recording by Investec of the information provided by the Client on its processing system shall have the same legal consequences had the Client personally completed and signed Investec's standard format "Integrated form" and indicated the purpose thereon.
3. The Client hereby warrants that it possesses full knowledge concerning the content of the "Integrated Form", as may be amended from time to time, and consents and binds itself to the terms and conditions thereof.
4. The Client hereby warrants that any Transactions undertaken shall comply with any Rulings, Regulations and Legislation, in respect of the South African Reserve Bank Exchange Control Regulations and, further the Client warrants that it is not, as at the signature date hereof, and shall not, during the currency of this mandate, be, in contravention of any Exchange Control Rules, Regulations and/or Legislation. The Client further undertakes to furnish Investec with all documents required by the Financial Surveillance Department of the South African Reserve Bank prior to the Maturity Date of any Transaction.



5. In consideration of Investec's compliance with the Cross Border Foreign Exchange Transaction Reporting requirements the Client hereby indemnifies Investec against any and all claims, loss, demands, liability, costs and expenses of whatsoever nature and howsoever caused and arising, which may at any time be made against Investec by any person or which Investec may sustain or incur arising directly or indirectly out of or in consequence of having relied and acted upon this mandate, and undertakes to make payment of such claim, loss, liability, costs and expenses on receipt of a demand for payment by Investec.
6. The Client acknowledges that Investec may amend the BOP category provided by the Client, where the supporting documentary evidence supports the amendment, and that Investec may do so without prior referral or confirmation to the Client.
7. The Client hereby acknowledges that all communications made by the Client or on behalf of the Client via telephone, electronic mail or facsimile by the persons or from the electronic mail address or facsimile number indicated in the table below, shall bind the Client, even where such communications are made incorrectly or fraudulently.

First name	<input type="text"/>	
Surname	<input type="text"/>	
ID number	<input type="text"/>	
Fax number ( <i>and/or</i> )	<input type="text"/>	Signature _____
<i>Email address</i>	<input type="text"/>	

First name	<input type="text"/>	
Surname	<input type="text"/>	
ID number	<input type="text"/>	
Fax number ( <i>and/or</i> )	<input type="text"/>	Signature _____
<i>Email address</i>	<input type="text"/>	

First name	<input type="text"/>	
Surname	<input type="text"/>	
ID number	<input type="text"/>	
Fax number ( <i>and/or</i> )	<input type="text"/>	Signature _____
<i>Email address</i>	<input type="text"/>	

First name	<input type="text"/>	
Surname	<input type="text"/>	
ID number	<input type="text"/>	
Fax number ( <i>and/or</i> )	<input type="text"/>	Signature _____
<i>Email address</i>	<input type="text"/>	

8. This mandate and indemnity contains all the express provisions agreed on by the Client and Investec with regard to the subject matter thereof and each party waives the right to rely on any provision not contained herein. All changes, including deletions and additions to this mandate and indemnity must be in writing and signed by both parties.
9. The Client acknowledges that any indulgence or waiver by Investec of any of its rights in terms of this mandate and indemnity, or any failure to exercise its rights immediately shall not operate against Investec.
10. The Client agrees that Investec may at any time on written notice to the Client withdraw from the arrangements envisaged herein and require the Client to provide the required information in any other manner in terms of prevailing Regulations.
11. This mandate and indemnity is effective from date of receipt and acceptance by the Investec hereof and will remain binding until either Investec or the Client requests an amendment or revocation of the mandate.

*Investec Bank Limited ("Investec") is committed to complying with national and international laws, rules, regulations and policies regarding the combating of criminal activities, money laundering and terrorist financing. All applications and all information concerning our Clients are therefore subject to verification, processing and screening and Investec may be obliged to decline certain applications. In addition, upon the acceptance of an application, all information, instructions and transactions for and on behalf of a Client will be subject to continuous screening which may prohibit, limit or delay the execution thereof. To the extent permissible, Investec shall advise the Client of any prohibitions or limitations on such applications, instructions or transactions. Investec, or its respective affiliates, employees, officers and directors, shall not be liable for any losses or damages, including special, punitive, indirect, or consequential losses or damages, including without limitation, loss of profits or any anticipated savings.*

## Declaration

I have read this document and know and understand the contents thereof,

The information furnished above, and per transaction concluded in terms of this mandate and indemnity is in all respect both true and correct.

The currency applied for will only be used for the specific purpose stated for any transaction concluded in terms of this mandate and indemnity.

The documentation presented in support of any transaction conducted under this mandate and indemnity is in all respects authentic.

I/We consent to this information being provided to the South African Revenue Service, the South African Reserve Bank and/or the Financial Intelligence Centre.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

Duly authorised for and on behalf of

Client name

\_\_\_\_\_  
Signature

Duly authorised for and on behalf of

Client name

## Office use only (verified by):

Name

Date

\_\_\_\_\_  
Signature