

<b>END USER DETAILS (“the User”)</b>	
<b>Name / Company Name:</b>	
<b>ID / Registration Number:</b>	
<b>Physical address:</b>	
<b>Postal address:</b>	
<b>Contact Person:</b>	
<b>Telephone number:</b>	
<b>Fax Number:</b>	
<b>Email address:</b>	
<b>Type of User (Tick box)</b>	<input type="checkbox"/> <b>Non Professional</b> <input type="checkbox"/> <b>Professional user</b>

## 1. Introduction

- 1.1 The User has subscribed to receive the Service;
- 1.2 Nedbank Capital is required, in terms of its agreement with the JSE to obtain an end user declaration from the User.

## 2. Definitions

- 2.1 “JSE” means the JSE Limited, a South African company having registration number 2005/022939/06, of One Exchange Square, Gwen Lane, Sandown;
- 2.2 “Service” means provision of live market information, indices and/or compilations obtained from the JSE that are used by or made available to the User by Nedbank Limited;
- 2.3 “Nedbank Capital” means Nedbank Capital, a division of Nedbank Limited, a South African company having registration number 1951/000009/06, of 135 Rivonia Road, Sandown, Sandton 2196;
- 2.4 “non-professional user” means a User that meets the criteria set out in **Appendix A**;
- 2.5 “professional user” means any User that does not meet and continue to meet all the criteria for a private User.

## 3. Declaration

- 3.1 The User hereby warrants and declares in favour of Nedbank Capital and the JSE that:
  - 3.1.1 in the event that User, at any time, becomes a different type of User to that set out in the End User Details above, User will notify Nedbank Capital of such change within 24 hours of such change;

- 3.1.2 all information provided in terms of the Service is provided "as is" and Nedbank Capital makes no express or implied representations or warranties with regard thereto;
- 3.1.3 any and all any information provided in terms of the Service will be used for internal business activities of the User only, and will not be disseminated, directly or indirectly, to any third party, or any other entity whether or not such entity is associated or related in any way to the User;
- 3.1.4 the use of the information provided in terms of the Service is on the User's own initiative and at the User's own risk; and
- 3.1.5 Nedbank Capital will not be responsible for any failure, malfunction or delay of any network/s or electronic or mechanical device used for the dissemination of any information or receipt of the Service.

<b>Date:</b>	
<b>Full Name:</b>	
<b>Signature:</b>	
	Who warrants that he/she is duly authorised to bind the User

**DEFINITION OF NON-PROFESSIONAL END USER**

**1. A Non-Professional End user is a user who:**

(a) is one of the following:

- i) a natural person;
- ii) a company or close corporation incorporated and registered in South Africa whose shareholders or members are one or more of 1) the natural person referred to in (i) above; and 2) such natural person's immediate family (i.e. his spouse, parents, grandparents, children and/or grandchildren) and whose management and daily operations are under the control of such natural person and/or such natural person's immediate family; or
- iii) a trust registered with the Master of the High Court of any division of the High Court of South Africa the beneficiaries of which are the natural person referred to in (i) above and/or his immediate family; or
- iv) an unincorporated entity operating an investment club for natural only, on a non-professional basis, and

(b) is not registered or qualified as (or required to be registered or qualified as), and does not directly or indirectly act in any capacity (directly or indirectly) as, a securities trader, investment advisor or asset manager with any local or foreign financial exchange, regulatory authority, professional association or professional body recognised under any law; and

(c) does not directly or indirectly use any Data for any business or professional purposes whatsoever;

(d) uses the Data solely to manage the personal funds of any of the natural persons referred to in (a)(i) above and/or those of his immediate family and does not charge or receive any fee or other consideration for this use; and

(e) does not distribute any Data or allow any other third party to use any Data in any way.

**2. A Professional End User** is every End User which is not a **Non-Professional End User**