



**CESSIONARY'S POSTAL ADDRESS**

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**TERMS AND CONDITIONS**

1. If the cedent is a Trust, Company, Close Corporation, other juristic person or natural person acting for the Cedent, the signatory must submit written proof of this authority to effect this Cession. The Manager does not accept responsibility for the validity of this Cession. In the case of an absolute cession, the Cessionary must complete the relevant application form.
2. Please forward certified/verified copies of business requirement documents if not already on file.
3. The Cessionary agrees to provide all documentation and information required in terms of the Financial Intelligence Centre Act, No. 38 of 2001, and understands that the Manager is prohibited from processing transactions on the Client's behalf until all such documentation and information has been received. (Access the STANLIB website on [www.stanlib.com](http://www.stanlib.com) to view the applicable FICA requirements).
4. The Client understands that all material facts must be accurately and properly disclosed and the accuracy and completeness of all information provided by or on behalf of the Client, is the Client's own responsibility. The Client understands that no FSP may request the Client to sign any written or printed form or document unless all details required to be inserted thereon by the Client or on behalf of the Client have already been inserted.
5. **Electronic Transactions:** the Client agrees that the Manager shall be entitled to implement all instructions and applications of whatever nature received on their Internet site, by telephone or any other electronic medium and which appear to emanate from the Client. The Financial Adviser and/or Manager is indemnified against any losses, claims or damages arising from acting on such instructions and/or applications, notwithstanding that it may later be proved that any such instruction was not given by the Client. The Client agrees that the electronic records of all instructions and applications processed by/on behalf of him/her or which purport to be processed on behalf of the Client via the Manager's Internet site, telephone or any other electronic medium shall constitute prima facie proof of the contents of such instructions and applications.
6. **Privacy:** It is important to us that you understand how we obtain, process, store, and share your information. This will apply to all the products and/or services which we provide to you, including any products and/or services provided by our affiliates and associates. When you open an investment with us, you give us permission to disclose information for the purposes described herein, including the information of dependents and beneficiaries. You consent to STANLIB collecting, processing, storing, and disclosing this information for the purposes of:
  - 6.1. Administering your investment account and processing any instructions on the account.
  - 6.2. Communicating with you and your Financial Adviser/ broker.
  - 6.3. Providing your information to any entity within Standard Bank Group Limited, including its subsidiaries and affiliates, where you already have a relationship with, or where you have applied for a product or benefit from, such entity. This information will only be shared for the administration of your products or benefits by this entity.
  - 6.4. Providing relevant information to a contracted third party who requires the information to provide a service to you for your investment. We will ensure that the third party agrees to keep your information confidential and appropriately secured.
  - 6.5. Transferring your Personal Information outside the borders of the Republic of South Africa. We will ensure that anyone to whom we pass on your Personal Information agrees to treat your information with the same level of protection as we do.
  - 6.6. Providing information to industry registers such as ASISA, and contracted third parties, such as tracing agents, attorneys, debt collectors and other persons that assist with the enforcement of agreements.
  - 6.7. Providing your information to regulatory authorities, governmental departments, local and international tax authorities and other persons that STANLIB under the law have to share your information with.
  - 6.8. Payment processing for services providers, merchants, banks and other persons that assist with the processing of your payment instructions.
  - 6.9. Assisting law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
  - 6.10. Persons to whom STANLIB cede their rights or delegate their obligations to under agreements.
  - 6.11. Conducting research or servicing products. Where appropriate, this information will be de-identified such that it cannot be linked back to you personally.
  - 6.12. We undertake solely to collect and process your information as permitted by law. If you feel we have not done so, you have the right to contact us and object.
  - 6.13. We will take reasonable steps to ensure that all Personal Information you provided to us is kept secure and confidential.
  - 6.14. We will keep your Personal Information until such time as we are compelled to delete it, as prescribed by applicable law.
  - 6.15. If we become involved in a proposed or actual merger, acquisition, or any form of sale of assets, we may use and disclose your Personal Information to third parties in connection with the evaluation of the transaction. The surviving company, or the acquiring company in the case of a sale of assets, would have access to your Personal Information, which would continue to be subject to these terms.
  - 6.16. You have the right to request a copy of the Personal Information we hold about you. We are allowed to charge you a fee to provide this information to you.
  - 6.17. You have the right to request that we update, correct, or delete your Personal Information.



**CEDENT'S DECLARATION**

We are required to collect, process, store, disclose and share your Personal Information (PI). Your PI is collected and processed by our staff, representatives or third-party contractors and we make every effort to protect and secure your PI. You are entitled at any time to request access to the information STANLIB has collected, processed and shared.

I warrant that I am the legal owner of the above investment and have ceded to the above Cessionary as a cession for security (cession in securitatem debiti) all my rights, title and interest in the investment.

SIGNATURE OF CLIENT/  
AUTHORISED SIGNATORY

DATE

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