

J V HART

EXECUTORS OF ESTATES

CASH MANAGEMENT MANDATE

Made and entered into by and between

J V HART CC

Registration No. 2007/171542/23
(J V Hart)

and

(the Client)

Whereby the Client opens a bank account under J V Hart CC (hereinafter referred to as J V Hart) Agent account with Nedbank Ltd (hereinafter referred to as the Bank), which account will be in the name of the Client. The Client hereby furnishes J V Hart with the necessary authority to transact on this account on his/her/their behalf subject to receipt of the Client's telephonic, written or faxed instructions.

Should the Client instruct J V Hart to pay any amounts to a third party (individual or institution), the Client hereby unconditionally absolves and indemnifies the Bank and J V Hart from and against all and any loss, damage, costs and expenses which the Client or any other person whatsoever, may sustain or incur, either directly or indirectly as a result of the Bank or J V Hart, paying any amounts (as per Client's telephonic, written or faxed instructions) into the bank account of, or per cheque, to a third party.

The Client understands that he/she/they will not be able to transact directly via other branches of the Bank or the Bank's Head Office. All transactions must be addressed to and actioned by J V Hart. The Client may request confirmation of transactions. Monthly bank statements for Estate, Will Trust and Inter Vivos Trust accounts will be filed in the Estate file; Will Trust file and Inter Vivos Trust files should they be held in J V Hart's office alternatively emailed or posted to the client should the client have requested this in writing. Client may request viewing rights to the bank account - please contact our office to arrange this. Deposit advices and withdrawal requests must be received by J V Hart before 12h00 on the day that the transaction is effected or required. If received later, the transaction will be held over for processing, to the next business day. Written requests are required for all advices and transactions. Verbal instruction may be given by the Client to be followed up with a written request.

The Client warrants that the information as set out in the attached application form is correct and agrees to the terms and conditions contained therein.

The Client hereby acknowledges and accepts the terms and conditions having read and understood the contents above.

Signed at _____ this _____ day of _____ .

For J V HART CC

Unit 1, Building C
460 Townbush at Cascades
Montrose
Pietmaritzburg
3201

P.O. Box 13571
Cascades
3202

CLIENT

Telephone: 033 347 1099
Telefax: 086 461 9303
email: jhart@jvhart.co.za
www.jvhart.co.za

J V Hart CC
Reg No. 2007/171542/23
An Authorised Financial Service Provider – FSP No. 32852

Cash Management Application

Client Details

- | | |
|--------------------------|-----------------------------|
| <input type="checkbox"/> | Individual |
| <input type="checkbox"/> | Close Corporation / Company |
| <input type="checkbox"/> | Trust |
| <input type="checkbox"/> | Estate |

Entity Name / Surname _____ **Title** _____

First Names _____

Nationality _____ **Date of Birth** _____

Identity Number / Passport Number _____

Registration Number _____

Income Tax Number _____

Day phone Number _____ **Fax Number** _____

Cell phone Number _____ **Email Address** _____

Residential / Registered Address _____

Postal Address _____

Authorised Banking Facility

- | | |
|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | Nedbank Corporate Saver |
|-------------------------------------|-------------------------|

Financial Intelligence Centre Act, 38 of 2001 (FICA)

In accordance with FICA and for the purposes of operating the cash management facility, J V Hart is relied upon to verify the identity of the account holder. Kindly attach the required FICA documentation to this application.

Types of accounts

On instruction from the Client, or on the issuing of the Letters of Executorship and/or Special Power of Attorney, J V Hart will open one or more of the following accounts at the prevalent rate, which J V Hart will arrange with the Bank, from time to time.

- | | |
|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | Call Account |
| <input checked="" type="checkbox"/> | 32 day Notice Account |
| <input checked="" type="checkbox"/> | Fixed Deposit Account |

Interest

Interest will be calculated on the daily balance and credited monthly in arrears. Other than any further written instruction from the Client, monthly interest will be:

- Capitalised
- Transferred to the call account (in the case of a 32 day notice account or fixed deposit)
- Deposited into a nominated bank account via electronic transfer

Beneficiaries / Nominated Bank Accounts

The Client identifies the following as nominated beneficiary bank accounts for purposes of telephonic banking transfer requests:

	Account Holder	Bank and Branch	Account Number
1			
2			
3			

Charges

The following bank charges will be debited against the Client’s account on a monthly basis:

- Charges on cash deposits;
- Charges on cheque withdrawals prescribed by the Bank from time to time;
- An Agent’s administration fee calculated as a percentage of the interest earned by the Client on the capital balance maintained by the Client. This rate varies between 1% and 2%. For Estate bank accounts and Will Trust bank accounts, the administration fee is 1.75% on the capital balance. Example: interest rate 6.75% less administration fee of 1.75% = net interest in favour of Client of 5%. NOTE that this Corporate Saver facility is a separate service offered to our clients and is in no way related to Executors Remuneration nor Estate Administration fees levied in deceased Estates. The Agent’s administration fee is reviewed on an annual basis and/or, reviewed and adjusted at any time, without formal written notice by J V Hart to the Client, should the prevailing interest rate change.

General

- Changes to the Client name, address and designated banking details must be in writing. Other changes may be noted via telephone.
- This Mandate may only be cancelled by notice in writing sent to J V Hart by the Client or by notice in writing sent from J V Hart to the Client. Cancellation will be effective from the date of such notice.
- J V Hart hereby undertakes to carry out the terms of the Mandate in accordance with the provisions of the above.

Authorised Client Signatories

Name:

Signature _____