

## Cession Notification Form Collective Investments (Unit Trust)

### CLIENT DETAILS

|   |  |
|---|--|
| ENTITY ACCOUNT NUMBER                     |  |
| NAME & SURNAME / ENTITY NAME              |  |
| IDENTITY / PASSPORT / REGISTRATION NUMBER |  |

### CESSION DETAILS

CESSION TYPE  IN SECURITY

**I/We wish to cede:**

UNITS TO THE VALUE OF R

NUMBER OF UNITS

ALL UNITS

Only collateral cessions are allowed for transfer of ownership, please refer to the transfer requirements.

### CESSIONARY'S DETAILS

|                              |                      |   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
|------------------------------|----------------------|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| TITLE                        |                      |   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| FIRST NAME (IF INDIVIDUAL)   |                      |   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| SURNAME/NAME OF LEGAL ENTITY |                      |   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| IDENTITY/REGISTRATION NUMBER |                      |   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| DATE OF BIRTH                | <input type="text"/> | - | <input type="text"/> | -                    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|                              | D                    | D | M                    | M                    | Y                    | Y                    | Y                    | Y                    |                      |                      |                      |                      |
| TELEPHONE (HOME)             | <input type="text"/> | - | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | CELLPHONE            | <input type="text"/> | -                    | <input type="text"/> | <input type="text"/> |
| TELEPHONE (WORK)             | <input type="text"/> | - | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | FAX                  | <input type="text"/> | -                    | <input type="text"/> | <input type="text"/> |

### CESSIONARY'S PHYSICAL ADDRESS

|                                   |  |  |  |  |  |  |  |  |  |  |      |                      |
|-----------------------------------|--|--|--|--|--|--|--|--|--|--|------|----------------------|
| COMPLEX / UNIT / HOUSE NUMBER     |  |  |  |  |  |  |  |  |  |  |      |                      |
| COMPLEX / ESTATE NAME             |  |  |  |  |  |  |  |  |  |  |      |                      |
| STREET NUMBER                     |  |  |  |  |  |  |  |  |  |  |      |                      |
| STREET NAME/ FARM NAME/ AREA NAME |  |  |  |  |  |  |  |  |  |  |      |                      |
| SUBURB/ DISTRICT                  |  |  |  |  |  |  |  |  |  |  |      |                      |
| CITY/ TOWN                        |  |  |  |  |  |  |  |  |  |  |      |                      |
| COUNTRY                           |  |  |  |  |  |  |  |  |  |  | CODE | <input type="text"/> |



**CESSIONARY'S POSTAL ADDRESS**

|                         |   |  |
|-------------------------|---|--|
| POSTAL ADDRESS          | <input type="checkbox"/> SAME AS PHYSICAL ADDRESS |  |
| PO BOX NUMBER           |   |  |
| POST OFFICE NAME        |   |  |
| POSTAL CODE             |   |  |
| PRIVATE BAG NUMBER      |   |  |
| POST OFFICE NAME        |   |  |
| POSTAL CODE             |   |  |
| POSTNET SUITE NUMBER    |   |  |
| PRIVATE BAG NUMBER      |   |  |
| POST OFFICE NAME        |   | CODE   |
|                         |   |  |
| SIGNATURE OF CESSIONARY | DATE  | <input type="text"/> - <input type="text"/> - <input type="text"/> |
|                         | SIGNED AT   | <input type="text"/>   |

**TERMS AND CONDITIONS**

- The Terms and Conditions applicable to the investment continue to apply. You can request a copy of the Terms and Conditions from your Financial Adviser or the Contact Centre on 0860 123 003. This Notice only applies to a security cession and not an absolute cession.
- The Parties agree that this form is not a deed of cession, but merely a request by the cedent and cessionary for STANLIB to note a cession as previously agreed between the Parties.
- STANLIB is not a party to the deed of cession between the cedent and the cessionary and does not ask for or keep copies of the cession agreement.
- STANLIB will not interpret the deed of cession between the cedent and the cessionary and bears no responsibility for the validity, enforceability or any other matter arising from the cession.
- STANLIB will only note this cession once the cedent and the cessionary have completed and signed this form and returned it to STANLIB.
- STANLIB notes a security cession by restricting the cedent from transacting on the ceded units.
- As long as the cession remains in force, the cedent may not withdraw, transfer or switch the ceded units without written consent from the cessionary. If the cessionary agrees to a transaction, the cedent and cessionary will need to complete the documents required by STANLIB for the transaction to be processed.
- Should the cessionary request that the ceded units be withdrawn, STANLIB is obliged to sell the ceded units and pay the cessionary the amount required under this cession.
- STANLIB may provide any information about the ceded portion of the investment to the cessionary.
- STANLIB requires written consent from the cessionary to remove the note of cession from the investment.
- 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.
- Where the cedent is a natural person, the cedent may not be:
  - Insolvent.
  - Sequestered, or in the process of being sequestered.
  - Prohibited from ceding this investment in any way.
- Where the cedent is a juristic person, the cedent may not be:
  - Under, or in the process of being placed under, judicial administration.
  - Liquidated or in the process of being liquidated.
  - Prohibited from ceding this investment in any way.
- This investment may not be ceded if it is already subject to a cession in favour of any other party.
- STANLIB does not take any responsibility for and is indemnified against, any loss or damages suffered by any party, due to any breach of these Terms and Conditions and/or STANLIB acting in accordance with this Notice.
- The Parties understand 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 Parties, is the responsibility of each Party. The Parties understand that no FSP may request them to sign any written or printed form or document unless all details required to be inserted thereon by the Parties or on behalf of the Parties have already been inserted.
- Please forward certified/verified copies of business requirement documents if not already on file.
- 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 STANLIB is prohibited from processing transactions on the cessionary'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).
- Electronic Transactions:** the cessionary agrees that STANLIB 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 cessionary. The Financial Adviser and/or STANLIB 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 cessionary. The cessionary agrees that the electronic records of all instructions and applications processed by/or on its behalf or which purport to be processed on behalf of the cessionary via STANLIB's Internet site, telephone or any other electronic medium shall constitute prima facie proof of the contents of such instructions and applications.
- Processing of personal information :** It is important to us that you understand how and why we obtain, use, process, store, verify and share (collectively "process" or "processing" as defined in POPIA) your personal information.

STANLIB will only process your information for the following purposes:

- To provide you with products and services;
- To manage and administer your investments;
- To communicate with you and/or your financial adviser;
- To comply with your instructions or the instructions of your financial adviser;
- To monitor and/or record telephone calls and electronic transactions with you (including the collection of your biometric data where necessary) in order to accurately carry out your instructions or those of your financial adviser and for your protection.
- For payment processing for services providers, merchants, banks and other persons that assist with the processing of your payment instructions;
- To provide your information to an entity within the Standard Bank Group, including its subsidiaries and affiliates, for the purpose of improving our business and services or the business and services of the Standard Bank Group;
- To provide relevant information to a contracted third party who requires the information to provide a service to you for your investment;



- 20.9. To send your information to the Financial Services Exchange (Pty) Ltd trading as Astute where this is necessary to fulfil our servicing obligations and/or where your financial adviser has instructed us to do so.
- 20.10. To send your information to a third party to perform verification checks on the information provided by you to STANLIB. .
- 20.11. To assist in enhancing our services and your client experience;
- 20.12. For analysis in order to assess and improve our business and services or the business and services of the Standard Bank Group;
- 20.13. To verify your identity;
- 20.14. To detect and prevent fraud or money laundering;
- 20.15. To comply with laws and public duties;
- 20.16. In the interests of security and crime prevention;
- 20.17. For operational, marketing, audit, legal and record keeping purposes;
- 20.18. To transfer your personal information outside the borders of the Republic of South Africa where this is necessary to fulfil our servicing obligations. Where your personal information is transferred offshore, STANLIB confirms that adequate measures are in place to ensure the protection of your personal information and shall transfer your personal information offshore in accordance with the applicable requirements for trans-border information flow in terms of POPIA
- 20.19. To provide your 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;
- 20.20. To provide your information to regulatory authorities, governmental departments, local and international tax authorities and other persons that STANLIB under the law has to share your information with;
- 20.21. To provide your information to persons to whom STANLIB cedes its rights or delegates its obligations to under agreements; and;
- 20.22. If we become involved in a proposed or actual merger, acquisition, or any form of sale of assets, we may use and disclose your 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 information , which would continue to be subject to these terms.

We will take reasonable steps to ensure that your information is kept secure and confidential. We will ensure that a third party that we share your information with agrees to keep your information confidential and appropriately secured. We will keep your information until such time as we are compelled to delete it, as prescribed by applicable law.

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 object. You have the right to access, correct and delete the personal information that is held about you.

To object to the processing of your personal information by STANLIB or correct, delete, or obtain a copy of the personal information STANLIB holds about you, you may email us on: [contact@stanlib.com](mailto:contact@stanlib.com) or write to STANLIB's Information Officer at: P O Box 202, Melrose Arch, 2076. or alternatively, you can email STANLIB's information officer at [privacy@stanlib.com](mailto:privacy@stanlib.com).

**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

SIGNED AT

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
|   |   | - |   |   | - |   |   |   |   |
| D | D |   | M | M |   | Y | Y | Y | Y |

