

ADDENDUM TO THE APPLICATION TO CONDUCT BUSINESS AND THE TRADING TERMS & CONDITIONS OF TRADESTREAM LOGISTICS (PTY) LTD (“THE COMPANY”)

AUTHORISED FINANCIAL SERVICES PROVIDER

Tradestream Logistics (Pty) Ltd is an Authorised Financial Services Provider, duly licensed under FSP number 55719. In its capacity as a licensee, Tradestream Logistics (Pty) Ltd is authorised solely to render intermediary services in respect of derivative instruments. **The only financial product utilised by the company that falls within the classification of a derivative instrument is Forward Exchange Contracts, specifically in relation to its Trade Finance solution.**

All other products and services offered by Tradestream Logistics (Pty) Ltd fall outside the scope of the Financial Advisory and Intermediary Services Act, 2002 and are accordingly excluded from the ambit of this licence as well as the FAIS Ombud.

As an authorised Financial Services Provider, we have certain specific duties towards you – our valued client. One of these duties is the establishment of a formal complaint management and resolution framework, which will enable you to exercise your rights as provided for in the Financial Advisory and Intermediary Services Act for products utilised by the company that falls within the classification of a derivative instrument.

The purpose of this document is to inform you of the procedure which will be followed in order to provide a resolution for the complaint which you have submitted.

- **COMPLAINT MUST BE RELEVANT**

In terms of the FAIS Act, a “complaint” means, an expression of dissatisfaction by a person to a provider or, to the knowledge of the provider, to the provider’s service supplier, relating to a financial product or financial service provided or offered by that provider which indicates or alleges, regardless of whether such an expression of dissatisfaction is submitted together with or in relation to a client query, that –

- The provider or its service supplier has contravened or failed to comply with an agreement, a law, a rule, or a code of conduct which is binding on the provider or to which it subscribes;
- The provider or its service supplier’s maladministration or wilful or negligent action or failure to act, has caused the person harm, prejudice, distress or substantial inconvenience; or
- The provider or its service supplier has treated the person unfairly.

The financial services environment is complex. We will endeavour to address all reasonable requests from our clients, but may also refer you to a more appropriate facility. Where the complaint relates to any aspect of our service, or any disclosures that ought to be made by us, we will endeavour to address those complaints in writing, within **7 (seven) working days**.

In instances where the complaint relates to any matter that is not within our control, such as product information or investment performance, we will forward the complaint to the product supplier concerned. Please be advised that we reserve the right to recover costs or damages that we may suffer as a result of clients making frivolous, vexatious or unreasonable claims.

- **PROCEDURE**

Our internal complaints resolution process is intended to provide for the fair and effective resolution of complaints. The time periods set out in this procedure will be adhered to as strictly as possible but may be varied if necessary. The following step by step guideline sets out the procedures we will adopt and demonstrates how a complaint will be dealt with, once received by us.

Should you have any complaints against the Company, as contemplated in FAIS, regarding Forward Exchange Contracts, it may contact the Company's Financial Director using the following contact details:

Your complaint and all communications in connection with your complaint must be in writing. All verbal communications made in connection with the complaint must be confirmed in writing within **3 (three) working days** of the communication. Please indicate the following information:

- o Your name, surname and contact details;
- o A complete description of your complaint and the date on which the financial service which led to your complaint was rendered;
- o The name of the person who rendered the intermediary service that led to your complaint; and
- o How you would prefer to receive future communications regarding your complaint (i.e. via fax or e-mail).

The complaint will be entered into our Complaints Register on the same day that it is made and written confirmation of receipt will be forwarded to you. We will keep record of the complaint and maintain such record for **5 (five) years** as required by legislation. Please take into consideration that the method of communication chosen by you will determine how quickly we will respond to your complaint.

The complaint will immediately be brought to the attention of the senior manager in charge of the relevant department for allocation to a trained and skilled person who is able to properly respond to your complaint (i.e. the Complaint Dispute Facilitator).

The complaint will be investigated, and we will revert to you with our preliminary findings **within 7 (seven) working days** from the date of receipt of the complaint. In all instances we will advise you of the reasons for our decisions.

The preliminary findings will be discussed with all internal parties concerned, and a proposed solution will be communicated to you within a **further 7 (seven) working days**. In all instances we will advise you of the reasons for our decisions.

If you are not satisfied with our solution, you may refer the complaint to the Managing Director of our Business. The Managing Director may amend the solution or confirm it. Please be informed that certain decisions may have to be approved by the management committee of the FSP. In such a case we will communicate that fact to you, as well as the date on which a decision relating to your complaint will be taken.

If, after having referred the complaint to the Managing Director, you are still not satisfied with the outcome, we will regard the complaint as being unsatisfactorily resolved. In such a case, you may approach the office of the Ombud for Financial Services Providers or take such other steps as may be advised by your legal representatives.

The Ombud is appointed by the Financial Services Conduct Authority (the "FSCA") to act as an adjudicator in disputes between clients and financial services providers. The referral to the offices of the Ombud must be done in accordance with the provisions of section 27 of the Financial Advisory and Intermediary Services Act 2002 and the rules promulgated in terms of that section.

In instances where we have not been able to arrive at a resolution **within 6 (six) weeks** after you have submitted your complaint, you may refer the matter to the Ombud. The Ombud acts independently and objectively and has jurisdiction in respect of complaints relating to advice or intermediary services, which has arisen after 15 November 2002.

You must, if you wish to refer the matter to the Ombud, do so **within 6 (six) months** from the date of the notice in which we inform you that we are unable to resolve your complaint to your satisfaction. The Ombud will not adjudicate in matters exceeding a value of R3 500 000.

The FAIS Ombud – Adv. John Simpson – may be contacted at his offices in Pretoria at the following address:

Physical Address:

125 Dallas Avenue
Menlyn Central
Waterkloof Glen
Pretoria, 0010

Telephone: +27 12 762 5000 / +27 12 470 9080

Facsimile: +27 12 470 9097 / +27 12 348 3447

Postal Address: P.O. Box 41, Menlyn Park, 0063

E-mail Address: info@faisombud.co.za

Website: www.faisombud.co.za

ACCOUNTABLE INSTITUTION

THE COMPANY'S DUTIES AS AN ACCOUNTABLE INSTITUTION AS CONTEMPLATED IN THE FINANCIAL INTELLIGENCE CENTRE ACT (No. 38 of 2001)

Tradestream Logistics (Pty) Ltd is an accountable institution in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA").

Under the provisions of the Financial Intelligence Centre Act 38 of 2001 ("FICA"), we are required to act as an accountable institution and comply with strict customer due diligence obligations. This includes verifying the identity of our clients, understanding the nature of business relationships, and maintaining accurate records in accordance with regulatory requirements.

For this reason, we have to request certain FICA documents and supporting information, such as the source of funds and other regulatory required information. These measures are implemented to protect both our clients and our business against fraud, money laundering, and other unlawful activities.

Kindly confirm the source of funds that will be used to pay for the services rendered: _____.

We appreciate your cooperation and understanding in assisting us to meet our legal and regulatory obligations.

I/We hereby acknowledge that we have read and understood the duties of the Company with respect to their Financial Services and Accountable Institution status. We hereby confirm that we understand the complaints process and the importance of Customer Due Diligence and hereby warrant and undertake that we shall promptly notify the Company, in writing, of any change to the source of funds and provide such supporting information and documentation as the Company may reasonably require.

Authorised Representative: _____

Signature: _____

PROTECTION OF PERSONAL INFORMATION (POPIA)

Protection of Personal Information Consent

By signing this application and/or accepting any trade credit facilities granted by the Company, the Applicant and/or Customer ("the Customer") expressly acknowledges and agrees to the following:

1. COLLECTION OF PERSONAL INFORMATION

The Customer consents to the Company collecting, processing, storing, using, and sharing personal information for purposes related to:

- assessing and administering trade credit facilities;
- conducting customer due diligence and compliance processes;
- verifying identity, business activities, banking details, and creditworthiness;
- complying with legal and regulatory obligations, including but not limited to the Financial Intelligence Centre Act 38 of 2001 ("FICA");
- debt recovery, risk management, fraud prevention, and account administration; and
- maintaining the ongoing business relationship between the parties.

2. TYPES OF INFORMATION COLLECTED

The personal information processed may include, but is not limited to:

- identity numbers and registration details;
- contact information;

- banking and financial information;
- credit history and payment behaviour;
- business ownership and beneficial ownership information;
- copies of identification documents and proof of address; and
- any other information reasonably required for lawful business purposes.

3. DISCLOSURE OF INFORMATION

The Customer consents to the Company sharing personal information, where necessary and lawful, with:

- credit bureaus and credit providers;
- banks and financial institutions;
- auditors, attorneys, debt collection agencies, credit insurance companies, and professional advisors;
- regulatory authorities and law enforcement agencies;
- third-party service providers acting on behalf of the Company; and
- any party where disclosure is required by law or necessary to protect the legitimate interests of the Company.

4. CREDIT BUREAU CONSENT

The Customer expressly consents to the Company:

- obtaining credit reports and related information from registered credit bureaus;
- making enquiries regarding the Customer's credit profile and payment history; and
- submitting information relating to the Customer's account conduct and payment performance to registered credit bureaus and insurance companies.

5. SECURITY AND RETENTION

The Company undertakes to take appropriate, reasonable technical and organisational measures to protect personal information against loss, unauthorised access, disclosure, or misuse. Personal information will be retained only for as long as required by law or for legitimate business purposes.

6. CUSTOMER RIGHTS

The Customer acknowledges that it has the right, subject to applicable law, to:

- request access to personal information held by the Company;
- request correction or deletion of inaccurate information;
- object to certain forms of processing where permitted by law; and
- lodge a complaint with the Information Regulator of South Africa.

7. WARRANTIES

The Customer warrants that all information supplied to the Company is true, accurate, complete, and up to date. The Customer further undertakes to notify the Company of any material changes to such information.

8. GENERAL

This consent shall remain effective for the duration of the business relationship and thereafter for as long as the Company is legally entitled or obliged to retain the information.

The Customer confirms that it has read and understood this clause and voluntarily consents to the processing of personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA").

Customer Acknowledgement

I/We hereby acknowledge and consent to the collection, processing, storage, sharing, and use of personal information as set out above.

Company Name: _____

Authorised Representative: _____

Signature: _____

Date: _____