

**REPUBLIC OF SOUTH AFRICA NATIONAL TREASURY
TERMS AND CONDITIONS OF ISSUE**

**REPUBLIC OF SOUTH AFRICA
INFLATION LINKED RSA RETAIL SAVINGS BOND**

(Maturing 3-years, 5-years and 10-years from the Settlement Date)

Issued by the National Treasury

On behalf of the Government of the Republic of South Africa

Private Bag X115

PRETORIA

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REPUBLIC OF SOUTH AFRICA

GOVERNMENT ISSUE

INFLATION LINKED RSA RETAIL SAVINGS BOND SERIES

(Maturing 3-years, 5-years and 10 years from the Settlement Date)

TERMS AND CONDITIONS OF ISSUE

The Government of the Republic of South Africa, represented by the National Treasury acting through its Asset and Liability Management Division, intends to issue a series of Inflation Linked RSA Retail Savings Bonds, as outlined in the Terms and Conditions of Issue more fully set out below:

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall have the following meanings, and cognate expressions shall have corresponding meanings:

“Application Form”	the application form to be completed by a Purchaser wishing to acquire RSA Retail Savings Bonds in the manner contemplated by these Terms and Conditions, which form shall be completed in accordance with the Terms and Conditions of Purchase;
“Asset and Liability Management Division”	the division within the National Treasury responsible <i>inter alia</i> for the management and administration of the Retail Savings Bonds;
“Bank Guaranteed Cheque”	a bank issued cheque, an own ‘cheque’ endorsed by a bank guaranteeing an amount specified, or a personal guaranteed cheque, as the case may be;
“Banking Day”	any day other than a Sunday or public holiday officially recognised as such in the Republic, being days on which banks are generally open for business

	in the Republic;
“Base Rate”	the Reference CPI on the Settlement Date;
“Books Closed Date”	in relation to a Coupon Payment Date, 1 (one) calendar month preceding the Coupon Payment Date;
“Business Day”	any day other than a Saturday, Sunday or public holiday officially recognized as such in the Republic;
“CPI”	the weighted average of the consumer price index, as published by Statistics South Africa from time-to-time, which is referred to as the “ <i>CPI - ALL items for urban areas</i> ” in Statistical release PO141. The term “Published CPI” shall bear a corresponding meaning;
“CPI Calculation Date”	the date on which the Reference CPI is calculated, being either a Coupon Payment Date, the Early Withdrawal Date or the Maturity Date, as the case may be;
“Calculation Agent”	the National Treasury, acting through the Asset and Liability Management Division;
“Capital Amount”	the initial amount invested by an Investor in an RSA Retail Savings Bond within any of the RSA Retail Savings Bond Series. Where an Investor has invested in more than 1 (one) RSA Retail Savings Bond, the “Capital Amount” shall mean the amount invested in respect of each RSA Retail Savings Bond;
“Capital Balance”	the amount accrued by and owing to an Investor in relation to his investment in an RSA Retail Savings Bond, being the Capital Amount plus all Interest capitalized, less any Early Withdrawals and the Penalty;
“Coupon” and “Coupon Payment”	the interest earned on an RSA Retail Savings Bond;

“Coupon Payment Date”	31 May and 30 November in each year, as well as the Maturity Date if the Maturity Date does not fall on either 31 May or 30 November, as the case may be, being the date on which the Coupon on the RSA Retail Savings Bonds shall be paid to the Registered Holders in accordance with these Terms and Conditions;
“Coupon Rate”	the fixed floating interest rate in respect of each of the Inflation Linked Retail Savings Bond Series, derived from the Government Inflation Linked Bond Yield Curve;
“Designated Bank”	the nominated bank of the National Treasury at which a Purchaser must make payment of the Capital Amount after receipt of notice from the National Treasury requiring same, which notice shall set out the Investor Number;
“Designated Bank Account”	the nominated bank account of the Registered Holder in the Republic, wherein all payments due by the Issuer to the Registered Holder in accordance with these Terms and Conditions shall be made, and in respect of a minor the parent’s nominated bank account until the minor reaches the age of 18 years and where such a minor has not obtained a legal majority status prior to the age of 18 years ;
“Early Withdrawal”	the withdrawal by an Investor of a portion of or the entire Capital Balance of any RSA Retail Savings Bond held by him prior to the Maturity Date, in accordance with the provisions of clause 12 below;
“Early Withdrawal Amount”	the amount of the Early Withdrawal, being a portion of or the entire Capital Balance less the Penalty;
“Early Withdrawal Date”	the date on which the Early Withdrawal Amount is paid by the Issuer to the Investor;

“Executor”	the executor of the estate of a deceased Registered Holder;
“First Coupon Payment Date”	the date on which the Coupon is first paid to the Registered Holder, being the Coupon Payment Date immediately following the Settlement Date, unless the Settlement Date occurs after a Book Closed Date, in which case the first coupon payment date shall be on the first Coupon Payment Date falling after the Books Closed Date;
“Final Issue Date”	the last date on which the Issuer shall make the RSA Retail Savings Bonds available for purchase, which date shall be determined by the Issuer in its sole and absolute discretion, and Published or made available in such other manner as the Issuer may determine;
“Government”	the Government of the Republic;
“ Government Inflation Linked Bond Yield Curve”	the bond yield curve that links the rates of return of the various Government inflation linked bonds listed on JSE over the terms of such listed bonds;
“Income Tax Act”	Income Tax Act No. 58 of 1962, as amended;
“Index Ratio”	the Reference CPI Index on the CPI Calculation Date divided by the CPI Base Index;
“Investor”	a person who has invested in an RSA Retail Savings Bond and whose name appears on the Register as such, and the term “Registered Holder” shall bear a corresponding meaning;
“Investor Number”	the number provided by the Issuer to each Purchaser upon acceptance of an Application Form;
“Issuer”	the Government, represented by the National Treasury acting through the Asset and Liability Management Division,

“Issue Date”	the date on which the Inflation Linked RSA Retail Savings Bonds will be available for purchase, being 1 April 2007 or soon thereafter;
“JSE” (Johannesburg Stock Exchange)	means the JSE Limited (registration number 205/022939/06), a licensed financial exchange in terms of the Securities Service Act (soon to be replaced by the Financial Markets Act) or any exchange which operates as a successor exchange of the JSE
“Maturity Date”	the date on which the Capital Balance becomes due for repayment by the Issuer, being: <ul style="list-style-type: none"> • 3 (three) years after the Settlement Date, in respect of the 3-year RSA Retail Savings Bonds; • 5 (five) years after the Settlement Date, in respect of the 5-year RSA Retail Savings Bonds; and • 10 (ten) years after the Settlement Date, in respect of the 10-year RSA Retail Savings Bonds. <p>The terms “Maturity” and “Mature” shall have corresponding meanings;</p>
“Minister”	the Minister of Finance of the Republic;
“National Treasury”	the National Treasury of the Republic, established in terms of Section 5 of the PFMA;
“National Treasury Bank Account”	the bank account held by the National Treasury with the Designated Bank;
“PFMA”	the Public Finance Management Act No. 1 of 1999, as amended;
“Payment Instruction”	a written instruction, received by the Issuer from a Registered Holder, setting out the Designated Bank

	Account;
“Penalty”	the penalty deducted by the Issuer from the Capital Balance in the event of an Early Withdrawal;
“Portfolio”	the total amount invested by an Investor in the Retail Savings Bonds, being the sum of the Capital Amounts invested in the relevant Retail Savings Bond Series;
“Prevailing Coupon Rate”	the Coupon Rate Published from time-to-time by the Issuer with respect to the 3-year, 5-year and 10-year RSA Retail Savings Bonds, which Coupon Rate shall be applicable on the Settlement Date;
“Published”	publication by the Issuer in newspapers in the Republic and on the RSA Retail Bond website from time-to-time;
“Purchaser”	a potential investor in RSA Retail Savings Bonds;
“Reference CPI”	<p>if the CPI Calculation Date falls on the 1st (first) day of a calendar month, then the reference CPI means the CPI for the 4th (fourth) calendar month preceding the calendar month in which the CPI Calculation Date occurs. In the event of the CPI Calculation Date falling on any day other than the 1st (first) day of a calendar month, then the reference CPI shall be determined in accordance with the following formula:</p> <p>Reference CPI = Ref CPI_j + t-1/D * (Ref CPI_{j+1} – ref CPI_j)</p> <p>Where:</p> <ul style="list-style-type: none"> • Ref CPI_j is the Reference CPI for the 1st (first) day of the calendar month in which the CPI Calculation Date occurs; • Ref CPI_{j+1} is the Reference CPI for the 1st (first) day of the calendar month immediately following the calendar month in which the CPI Calculation

	Date occurs;
	<ul style="list-style-type: none"> • t is the calendar day corresponding to the CPI Calculation Date; and • D is the number of days in the calendar month in which the CPI Calculation Date occurs;
“Register”	a compilation of Registered Holders maintained by the Issuer;
“Republic”	the Republic of South Africa;
“RSA Retail Savings Bond”	A bond developed by the Government , to enable an investor to invest;
“RSA Retail Savings Bond Series”	the 3-year, 5-year and 10-year RSA Retail Savings Bonds, as the case may be;
“Settlement Date”	the date on which payment for an RSA Retail Savings Bond is received by the Issuer from an Investor, subject to compliance with the Terms and Conditions of Purchase;
“Substitute CPI”	the CPI respectively determined in accordance with the provisions of clauses 16.1, 16.2 and 16.3 below;
“Statement”	the statement contemplated by clause 17 below;
“3-year Inflation Linked RSA Retail Savings Bond”	an Inflation Linked RSA Retail Savings Bond maturing 3 (three) years from the Settlement Date, issued by the Issuer on the Issue Date and available for purchase until the Final Issue Date, subject to the Terms and Conditions set out herein;
“5-year Inflation Linked RSA Retail Savings Bond”	an Inflation Linked RSA Retail Savings Bond maturing 5 (five) years from the Settlement Date, issued by the Issuer on the Issue Date and available for purchase until the Final Issue Date, subject to the Terms and Conditions set out herein;
“10-year Inflation Linked RSA Retail Savings Bond”	an Inflation Linked RSA Retail Savings Bond maturing 10 (ten) years from the Settlement Date,

Savings Bond	issued by the Issuer on the Issue Date and available for purchase until the Final Issue Date, subject to the Terms and Conditions set out herein;
“Terms and Conditions”	the terms and conditions of issue of the RSA Retail Savings Bonds set out herein, including all annexures and/or schedules thereto, as may be amended from time-to-time in the sole and absolute discretion of the Issuer, which amendments shall become binding on the effective date thereof;
“Terms and Conditions of Purchase”	the terms and conditions of purchase applicable to the Application Form, which must be complied with by a Purchaser in order to successfully acquire RSA Retail Savings Bonds in accordance with these Terms and Conditions; and
“User Manual”	the user manual provided to a Purchaser together with the Terms and Conditions, setting out the general features of the RSA Retail Savings Bonds, which user manual shall be read together with these Terms and Conditions. The user manual shall not constitute a binding legal document.

2. **ISSUER**

The RSA Retail Savings Bonds are issued by the Issuer, by virtue of the Minister being empowered to borrow, on behalf of the Government, in terms of Section 66 (2) (a) of the PFMA.

3. **PURPOSE AND OBJECTIVES OF THE ISSUE**

3.1. The purpose of the Issue is to raise funds to be utilised for the general purposes of the Government.

3.2. The main objectives of the issue *inter alia* are the following:

3.2.1. to target a different source of funding

3.2.2. to diversify the financial instruments on offer to the market; and

3.2.3. create awareness amongst the general public of the importance to save;

4. **ISSUE DATE AND AUTHORISED PURCHASERS**

4.1. The RSA Retail Savings Bonds shall be made available on the Issue Date.

4.2. Only South African citizens and permanent residents of the Republic who are in possession of a valid South African identity document, and who hold bank accounts with financial institutions in the Republic, shall be entitled to acquire RSA Retail Savings Bonds.

5. **SPECIAL PURCHASE CONDITIONS**

The minimum Capital Amount that may be invested at any time is an amount equal to R1, 000.00 (one thousand Rand) in respect of each RSA Retail Savings Bond, with a maximum amount of R5, 000,000.00 (five million Rand) for a Portfolio.

6. **STATUS OF THE RSA RETAIL SAVINGS BONDS**

RSA Retail Savings Bonds constitute direct, unconditional and unsecured obligations of the Issuer to the Registered Holder and will at all times rank *pari passu* among themselves and at least *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer for monies borrowed from others.

7. **COUPON RATE**

The Capital Balance shall bear interest at a Coupon Rate, determined in respect of the Settlement Date until the first Coupon Payment Date following the Settlement Date, on the basis of a 365 (three hundred and sixty five) day year and, thereafter,

Interest shall be calculated on each Coupon Payment Date from one Coupon Payment Date to the Next Coupon Date.

8. **COUPON PAYMENTS**

8.1. Coupon Payments shall be calculated in accordance with the following formula:

$$(c/2 * e)$$

Where:

c is the Coupon Rate; and

e is the Capital Balance.

8.2. Coupon Payments due to Investors in terms of clause 8.1 above shall be payable semi-annually in arrears on the First Coupon Payment Date, and each Coupon Payment Date up to and including the Maturity Date, to persons Registered in respect of any RSA Retail Savings Bond as at the Books Closed Date.

8.3. On the Maturity Date, the final Coupon Payment (determined on the Coupon Payment Date preceding the Maturity Date) shall be applied to the Capital Balance.

8.4. If a Coupon Payment Date does not fall on a Banking Day, payment will be effected on the next Banking Day following the Coupon Payment Date, without any additional Coupon.

8.5. Coupon Payments in respect of Early Withdrawal Amounts shall be calculated by the Issuer in accordance with the formula set out in clause 8.1 above and paid on the Early Withdrawal Date. Such Coupon Payments shall be calculated from the previous Coupon Payment Date (or Settlement Date if the First Coupon Payment Date has not yet occurred by the Early Withdrawal Date) to the Early Withdrawal Date. The Penalty shall be deducted from the Early Withdrawal Amount.

8.6. Coupon Payments shall be made in the currency of the Republic, by means of electronic funds transfer into the Designated Bank Account.

8.7. Coupon Payments shall cease to accrue on the RSA Retail Savings Bonds on the Maturity Date, and in respect of any Early Withdrawal Amounts, on the Early Withdrawal Date, as the case may be.

9. **DETERMINATION OF THE CAPITAL BALANCE**

9.1. The Issuer's indebtedness to an Investor at any time in respect of the RSA Retail Savings Bonds shall be the Capital Balance determined in accordance with the provisions of this clause 9.

9.2. The Capital Balance shall, on any CPI Calculation Date, be determined by applying the Index Ratio to the Capital Amount, less any Early Withdrawals and any Penalties, as the case may be, in accordance with the following formula:

$$\text{CB} = \text{P} * \text{Index Ratio}$$

Where:

P is Capital Amount less any Early Withdrawals and Penalties

CB is Capital Balance.

10. **REPAYMENT OF THE CAPITAL BALANCE**

The Issuer shall, on the Maturity Date, pay the Capital Balance to the Registered Holder, unless an application for reinvestment has been received by the Issuer in accordance with the provisions of clause 11 below. Payment shall be made in accordance with the provisions of clause 13 below.

11. **OPTION TO REINVEST / ROLLOVER THE CAPITAL BALANCE**

11.1. A Registered Holder shall be entitled to reinvest the Capital Balance on the Maturity Date into a new RSA Retail Savings Bond, by providing written notice thereof to the Issuer no less than 15 (fifteen) Business Days prior to the Maturity Date, on the prescribed redemption form provided to the Registered Holder by the Issuer 30 (thirty) Business Days prior to the Maturity Date.

11.2. A Registered Holder shall, in such written notice, stipulate the RSA Retail Savings Bond in which the Capital Balance is to be reinvested.

11.3. The Settlement Date for the new RSA Retail Savings Bond shall commence on the Maturity Date ("**the New Settlement Date**").

11.4. The Coupon Rate for the new Retail Savings Bond shall be the Prevailing Coupon Rate on the New Settlement Date.

11.5. These Terms and Conditions shall apply to such reinvestment amount.

12. **EARLY WITHDRAWALS**

12.1. A Registered Holder shall be entitled to withdraw a portion of or the entire Capital Amount prior to the Maturity Date, subject to the following conditions:

12.1.1. The first such Early Withdrawal shall only be made after 12 (twelve)

months from the Settlement Date;

12.1.2. A Penalty shall be levied on the Early Withdrawal Amount;

12.1.3. Where the Investor withdraws a portion of the investment, the Capital Balance remaining in any Retail Savings Bond after the Early Withdrawal and Penalty payment must be at least R1,000.00 (one thousand Rand);

12.2. The Registered Holder shall not be entitled to repayment of the RSA Retail Savings Bonds prior to the Maturity Date, otherwise than as provided for in clause 12.1 above.

12.3. Notwithstanding anything to the contrary contained in these Terms and Conditions, no Early Withdrawal in respect of any Retail Savings Bond shall be made, except in accordance with the provisions of clause 12.1 above. First year until the date of such withdrawal.

12.4. Subject to the provisions of clause 12.1 above, no limitation is placed by the Issuer on the number of withdrawals by an Investor prior to Maturity Date.

12.5. An investor shall only be allowed to withdraw early during the 1st (first) year under extraordinary circumstances. If the Early Withdrawal request is approved in the circumstances, the Capital Amount invested will be repaid minus all Interest earned within the first year until the date of such withdrawal.

13. PAYMENTS

13.1. All amounts payable by the Issuer to an Investor in accordance with these Terms and Conditions shall be paid:

13.1.1. free from set-off or deduction, except in the event that the Penalty is applicable, in which case the Penalty shall be deducted from payment of the Early Withdrawal Amount;

13.1.2. in the Republic;

13.1.3. in the currency of the Republic; and

13.1.4. by means of electronic funds transfer into the Designated Bank Account within the Republic.

13.2. If the day for payment of the Capital Balance, any Early Withdrawal Amount or Coupon in respect of any RSA Retail Savings Bond does not fall on a Banking Day, the Registered Holder shall not be entitled to payment until the next Banking Day following such day and, in the circumstances, to any Coupon or other additional sums in respect of postponed payment.

13.3. All payments in terms hereof shall be subject to all fiscal or other laws and regulations applicable thereto in the Republic.

14. **LIABILITY FOR WITHHOLDING TAX**

All payments in respect of the RSA Retail Savings Bond shall be made without withholding or deductions for, or on account of taxes imposed or levied by, or on behalf of, the Republic, or any authority in, or of, the Republic having power to tax, unless such withholding or deductions of taxes is required by law. In that event, the Issuer shall pay such taxes on behalf of the Registered Holder as may be necessary and the net amount will be payable to the Registered Holder after the withholding or deduction of taxes.

15. **ROUNDING**

For calculation purposes, any cash flow resulting from an RSA Retail Savings Bond shall be rounded to the nearest 1 (one) cent.

16. **ADJUSTMENTS TO THE PUBLISHED CPI**

The CPI shall be adjusted upon the occurrence of the following events:

16.1. **Fundamental Changes**

16.1.1. If, while an RSA Retail Savings Bond remains outstanding:

16.1.1.1. the Published CPI is discontinued for any reason whatsoever;

16.1.1.2. in the reasonable judgement of the Calculation Agent, the Published CPI is fundamentally altered in a manner that is materially adverse to the interest of the bondholders; and/or

16.1.1.3. in the reasonable judgement of the Calculation Agent, the Published CPI is fundamentally altered by law in a manner that is materially adverse to the interest of bondholders, then the Calculation Agent shall, in consultation with Statistics South Africa or any successor entity, calculate a Substitute CPI.

16.1.2. A change to the Published CPI will be considered fundamental in the manner contemplated by clause 16.1.1 above if it affects either the character of the CPI itself or the character of the calculation of the CPI ("**Fundamental Changes**"). For the avoidance of doubt, only Fundamental Changes to the Published CPI will result in the calculation of a Substitute CPI in accordance with the provisions of this clause 16.1, while technical changes to the Published CPI, as

more fully set out in 16.1.3 below (“**Technical Changes**”), will not result in the calculation of a Substitute CPI as aforesaid.

- 16.1.3. Technical Changes include, but shall not be limited to, changes in:
- 16.1.3.1. the specific items (for example, shoes or television sets) to be priced for the CPI;
 - 16.1.3.2. the manner in which individual price quotations are aggregated to construct component price indices for these items (aggregation of item sub-strata);
 - 16.1.3.3. the method for combining these component price indices to obtain the comprehensive, all items CPI (aggregation of item strata); and
 - 16.1.3.4. the procedures for incorporating new goods into the CPI and making adjustments for quality changes to existing goods. For the avoidance of doubt, Technical Changes made by Statistics South Africa to improve the accuracy of the Published CPI as a measure of consumer price changes will not be considered fundamental changes.

16.2. Delays

- 16.2.1. If, as a result of a delay in the publication of the Published CPI, the Published CPI is not available in order to make a determination in accordance with these Terms and Conditions, then subject to the provisions of clause 16.2.2 below, the last Published CPI will be used by the Issuer to calculate the Substitute CPI for the month that a CPI figure is required, in accordance with the following formulae:
- 16.2.1.1. in the event of the Published CPI being delayed by 1 (one) month only, then the Reference CPI shall be determined in accordance with the following formula:
$$\mathbf{CPI_m = CPI_{m-1} * (CPI_{m-1} / CPI_{m-13})^{1/n^2}}$$

Where:

 - CPI_m** is the Reference CPI
 - CPI_{m-1}** is the last Published CPI
 - CPI_{m-13}** is the Published CPI 13 months back; and
 - 16.2.1.2. in the event of the Published CPI being delayed by more than 1 (one) month (the number of months being denoted by "n"),

CPI_m shall be determined in accordance with the following formula:

$$\text{CPI}_m = \text{CPI}_{m-n} * (\text{CPI}_{m-n} / \text{CPI}_{m-n-12})^{n/12}$$

Where:

CPI_m is the Reference CPI

CPI_{m-1} is the last Published CPI

CPI_{m-12} is the Published CPI 13 months back.

- 16.2.2. In the event of a Substitute CPI being applied in the circumstances contemplated by this clause 16.2, and it becomes necessary for any reason whatsoever to use the actual CPI for month that the Substitute CPI was determined, then the Substitute CPI shall be used for all subsequent calculations that rely on that month's Substitute CPI, and shall not be replaced by the actual CPI when it is reported. For the avoidance of doubt, the actual CPI, when reported, shall not apply retrospectively to such calculations.

16.3. **Reset**

In the event that the Published CPI is reset by Statistics South Africa, then a new Reference CPI that is applicable for the Settlement Date shall be calculated in such a way that the Capital Balance remains the same immediately before and after the reset. In the circumstances, the Base Rate shall accordingly be reset to correlate with the reset CPI.

- 16.4. As soon as reasonably practical after effecting any Substitute CPI as contemplated by this clause 16, the Issuer shall provide notice of the substitution and the effective date thereof in the Government Gazette.

17. **STATEMENTS**

- 17.1. The Issuer shall prepare and provide the Registered Holder with a Statement in respect of Retail Savings Bonds as follows:

- 17.1.1. within 14 (fourteen) Business Days of the Settlement Date;
- 17.1.2. within 14 (fourteen) Business Days of receipt of each Coupon Payment Date; and
- 17.1.3. within 14 (fourteen) Business Days of receipt of a written request for a statement by the Registered Holder to the Issuer.

17.2. Each Statement shall set out the following particulars:

- 17.2.1. personal particulars of the Registered Holder;
- 17.2.2. the nature of Retail Savings Bond invested in, the Capital Amount invested in each Retail Savings Bond and the Capital Balance of each RSA Retail Savings Bond;
- 17.2.3. the Coupon Rate payable on each RSA Retail Savings Bond held;
- 17.2.4. the Settlement Date in respect of each RSA Retail Savings Bond;
- 17.2.5. the Maturity Date in respect of each RSA Retail Savings Bond; and
- 17.2.6. particulars of the Designated Bank Account.

18. REGISTER OF REGISTERED HOLDERS

18.1. The Issuer shall procure that a Register is maintained in accordance with the provisions of this clause 18.

18.2. The Register shall:

- 18.2.1. be maintained at the office of the Issuer;
- 18.2.2. contain the names, addresses and Designated Bank Accounts of the Registered Holders;
- 18.2.3. reflect the total Capital Amount of the RSA Retail Savings Bonds represented by it;
- 18.2.4. indicate the dates upon which each of the Registered Holders were Registered as such;
- 18.2.5. specify the Investor Numbers applicable to the RSA Retail Savings Bonds and the Settlement Dates thereof; and
- 18.2.6. be closed from each Books Closed Date until the next Interest Payment Date.

18.3. The Issuer shall, upon receipt of written notice from a Registered Holder, alter the Register in respect of any change of address or Designated Bank Account particulars of the Registered Holder.

18.4. Except as provided for in these Terms and Conditions or as required by law, the Issuer:

- 18.4.1. will only recognize a Registered Holder as the owner of the RSA Retail Savings Bond registered in that Registered Holder's name as per the Register; and
- 18.4.2. will not be bound to enter into the Register, the fact that a

Registered Holder may be holding an RSA Retail Savings Bond in trust or as agent or mandatory for any third party, and, in the circumstances, the Issuer shall have no responsibility whatsoever to such third party.

19. TRANSFER OF RETAIL SAVINGS BONDS

19.1. RSA Retail Savings Bonds shall not be transferable and may not be sold or redeemed, except through the provisions of clauses 10 and 12 above.

19.2. Registered Holders shall not be entitled to encumber or transfer any of their rights in the RSA Retail Savings Bonds to any third parties, save that transfer to a third party shall be permitted in the event of the death of the Registered Holder and in accordance with the provisions of clause 20 below.

20. DEATH OF A REGISTERED HOLDER

20.1. For the purposes of this clause 20 the Maturity Date shall be deemed to fall on the date on which the Issuer settles (pays) the full amount outstanding and that is due to the investor, wherefore the Issuer was notified of the death of the Registered Holder, by way of receipt of a valid Death Certificate a Letter of Authority or a Letter of Executorship and the relevant deceased estate bank details. In the event of the death of a Registered Holder prior to the Maturity Date, the Capital Balance on his Retail Savings Bond shall be repaid in full to the estate of the Registered Holder, at the request of the Executor..

20.2. Notwithstanding the provisions of clause 20.1 above, a letter of executorship issued by the Master of the High Court or a Magistrate of a Regional Court of the Republic shall be required before the National Treasury may register the RSA Retail Savings Bond in the name of the deceased estate and pay out any funds.

20.3. Until such time as payment is made into the estate of the deceased Registered Holder estate, interest on the investment will continue to accrue until the maturity date as agreed herein

21. TITLE TO RSA RETAIL SAVINGS BONDS

The Issuer shall be entitled to assume, for all purposes, that the person reflected in the Register as the holder of any RSA Retail Savings Bonds is the true owner of the relevant RSA Retail Savings Bonds.

22. REPURCHASE OF RSA RETAIL SAVINGS BONDS

The Issuer shall not be entitled to repurchase any of the RSA Retail Savings Bonds at

any time prior to the Maturity Date.

23. **GOVERNING LAW**

The validity of these Terms and Conditions, their interpretation, the respective rights and obligations of the Investor and the Issuer in relation to the RSA Retail Savings Bonds, and all other matters arising in any way out of these Terms and Conditions, shall be determined in accordance with the laws of the Republic.

24. **AUTHORISATION**

The Minister is authorised to borrow on behalf of the Government, and therefore to issue the RSA Retail Savings Bonds, by Section 66(2)(a) of the PFMA. In terms of Section 73 of the PFMA, the repayment of the Capital Amount and the Coupon thereon shall be a direct charge against the National Revenue Fund and shall be deemed to have been appropriated by law.

25. **DOMICILIUM OF ISSUER**

The name and address of the Issuer is as follows:

The National Treasury
Asset and Liability Management Division
12th Floor
240 Madiba Street
Cnr Madiba and Thabo Sehume Street
Pretoria

26. **PFMA**

In terms of section 75 of the PFMA, the Issuer shall not be responsible for the fulfilment of any obligations resulting from any lien, whether expressed, implied or construed, which is held over a Retail Savings Bond, notwithstanding that the Issuer was notified of such lien or not.

27. **GENERAL**

27.1. Upon acquisition of RSA Retail Savings Bonds in the manner contemplated by these Terms and Conditions, the Terms and Conditions shall constitute a binding agreement between the Investor and the Issuer.

27.2. These Terms and Conditions shall be read together with the User Manual.

27.3. This document contains the entire terms and conditions between the Investor and the Issuer concerning the subject matter recorded herein, and neither of them shall be bound by undertakings, representations, warranties, promises or the like not recorded in these Terms and Conditions.

- 27.4. No alteration, cancellation, variation of or addition to these Terms and Conditions shall be of any force or effect unless reduced to writing and signed by the Issuer or its duly authorized representative.
- 27.5. No indulgence, leniency or extension of time which either the Investor or the Issuer (“**the Grantor**”) may grant or show to the other shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights under the Terms and Conditions in the future.