

Directive of Strate Proprietary Limited

Special Gazette No Z1-2018

Strate Directive SF.6

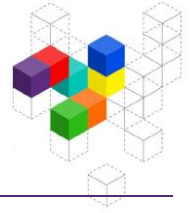
Fines Schedule – On-Exchange and Off-Exchange – ZAR X

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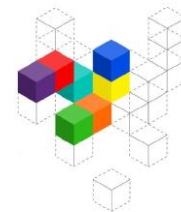


To cater for the imposition of fines by Strate for the contravention of Strate Directive SG.1 – Operational Market Windows and Securities Processing – Equity Securities - ZAR X

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¹ Amended with effect from 1 August 2017



1 INTERPRETATIONS AND DEFINITIONS²

In this Strate Directive, any interpretation, word, or expression to which a meaning has been assigned in the Strate Rules bears the meaning so assigned to it.

‘Account Transfer’ means a free of payment transfer, resulting in no change in beneficial ownership, between a Client’s SDA, either at a single Participant or between Participants;

‘Business Partner’ means an entity which is not a Participant and which electronically interfaces with Strate to perform an essential market function;

‘Collateral Agreement’ means an agreement between a Collateral Provider and a Collateral Taker, in terms of which a Collateral Provider grants or transfers an interest in Securities to a Collateral Taker, whether by means of a pledge, cession *in securitatem debiti* (cession to secure a debt) or an out-and-out cession (outright transfer), in order to secure the performance of relevant obligations;

‘Collateral Account’ means a Securities Account or Central Securities Account in which a Client places Securities available for the purpose of a Collateral Agreement, or a balance in a Securities Account or Central Securities Account which has been designated by a Client as available for the purpose of a Collateral Agreement;

‘Collateral Account Transfer’ means an Account Transfer from a Client’s Securities Account or Central Securities Account to the Client’s Collateral Account, and vice versa;

‘Collateral Provider’ means a person who grants or transfers an interest in Securities to a Collateral Taker under a Collateral Agreement;

‘Collateral Return Transaction’ means a transaction where Securities are returned by the Collateral Taker to the Collateral Provider under a Collateral Agreement;

‘Collateral Taker’ means a person to whom an interest in Securities is granted or transferred by a Collateral Provider under a Collateral Agreement;

‘Collateral Transaction’ means a transaction affecting the granting or the transfer of an interest in Securities to a Collateral Taker by a Collateral Provider under a Collateral Agreement;

‘Corporate Action or Corporate Event’ means an action taken by an Issuer or any other entity or third party which affects the owners of Securities in terms of entitlements or notifications;

‘Depository Receipt’ means a Security traded on a local Exchange or Off-market that represents a Security, usually in the form of equity, traded on an external Exchange;

‘Lending Account’ means a Securities Account or Central Securities Account in which a Client places Securities available for lending to the market, or a balance in a Securities Account or Central Securities Account which has been designated by a Client as available for lending to the market;

² Section amended with effect from 24 March 2017 and 12 January 2018



‘Lending Account Transfer’ means an Account Transfer from a Client’s Securities Account to the Client’s Lending Account, and vice versa;

‘Off-Exchange Transaction’ or ‘Off-Exchange’ means a transaction in Securities which is not executed on the ZAR X Exchange;

‘On-Exchange Trade’ or ‘On-Exchange’ means a transaction in Securities executed on the ZAR X Exchange;

‘Portfolio Movement’ means a free of payment transfer, resulting in no change in beneficial ownership, of a Client’s Securities portfolio when such Client changes Participants or Brokers. The Portfolio Movements may take place between two Participants;

‘Record Date (RD)’ means the date on which the holdings, upon which the Corporate Action entitlement is based, are ascertained;

‘S’ means Settlement date, which is the Business Day on which a transaction in a particular Security is Settled through Strate;

‘Same Day Settlement’ or ‘Same Day’ means a transaction booked to Strate on the same day on which Settlement occurs, irrespective of the actual trade date;

‘Securities Lending Business Partner’ means a Business Partner that reports Securities Lending Transactions, Securities Lending and Borrowing Return Transactions, Collateral Transactions and Collateral Return Transactions;

‘Securities Lending Transaction’ or ‘Securities Lending and Borrowing Transaction’ means an arrangement in terms of which a person (lender) lends Securities to another person (borrower) subject to the borrower agreeing to return the loaned Securities within an agreed time period. Once the loaned Securities have Settled, ownership of the Securities is transferred to the borrower. The borrower has the right to sell or on-lend the Securities during the life of the loan. In return, the borrower agrees to compensate the lender for any Corporate Actions in respect of the Securities which that lender would have been entitled to receive during the period of the loan had the arrangement not been entered into;

‘Securities Lending and Borrowing Return Transaction’ means the return of Securities which had been loaned in terms of a Securities Lending and Borrowing Transaction;

‘Strate System’ means the computer system or systems and associated network or networks operated or used by Strate for the purpose of Clearing and Settlement of transactions in Securities, or any other purpose performed by Strate in terms of the Act;

‘Strate Operations’ means the operations division of Strate responsible for communication between Participants, Exchanges, Authorised Users, SARB and Strate relating to Settlement operations;

‘STRATE Supervision’ means the Supervision Division of Strate headed by the Head of STRATE Supervision and set up by the Controlling Body in terms of the Strate Rules;

‘T’ means trade date, the day on which a particular Security was traded;



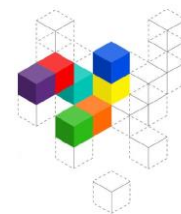
'T+X' means trade date plus X Business Days, 'X' being the number of Business Days stipulated in the Strate Directive; and

'ZAR X' or 'ZAR X Exchange' means ZAR X Proprietary Limited, Registration Number 2015/089692/07.

2 APPLICATION

- 2.1 The following fines, which do not attract Value Added Tax, may be levied on Participants by Strate for contravention of Strate Directive SG.1 - *Operational Market Windows and Securities Processing – Equity Securities - ZAR X*.³
- 2.2 Notwithstanding the imposition of a fine in terms of this Strate Directive, further penalties may be imposed against a Participant in terms of the Strate Rules.
- 2.3 Where any time is stipulated by Strate Directive, the time as reflected in the Strate system is applicable.

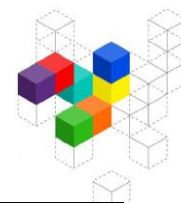
³ Amended with effect from 24 March 2017



3 FINES⁴

CONTRAVENTION	SG.1 CROSS-REFERENCE	FINE
<p>3.1 Late reporting of transactions in respect of:</p> <ul style="list-style-type: none"> • Off-Exchange Transactions (Client type 00). • Depository Receipt (DR) transactions (Client type 40). • Account Transfers on Record Date where there is a pending Corporate Action reported after 17h00 on S (Client type 30). • Portfolio Movements on Record Date where there is a pending Corporate Action reported after 17h00 on S (Client type 31). • Securities Lending and Borrowing Transactions and Securities Lending and Borrowing Return Transactions where there is a pending Corporate Action reported after 17h00 on S (Client types 50, 51 and 52). • Collateral Transactions and Collateral Return Transactions where there is a pending Corporate Action reported after 17h00 on S (Client types 50, 53 and 54). • Collateral Account Transfers and Lending Account Transfers where there is a pending Corporate Action reported after 17h00 on S (Client type 33). • Corporate Action transactions reported after 14h00 on S for transactions involving payment; and after 18h00 on S for free of payment transactions (Client type 23). • Account Transfers (Client type 30). • Portfolio Movements (Client type 31). • Securities Lending and Borrowing Transactions and Securities Lending and Borrowing Return Transactions (Client types 50, 51 and 52). • Collateral Transactions and Collateral Return Transactions (Client types 50, 53 and 54). • Collateral Account Transfers and Lending Account Transfers (Client type 33). 	<p>Par 3.6.3 and 3.6.4</p> <p>Par 3.6.3</p> <p>Par 3.3.4</p> <p>Par 3.4.4</p> <p>Par 3.7.7</p> <p>Par 3.8.5</p> <p>Par 3.9.4</p> <p>Par 7.2</p> <p>Par 3.3.2</p> <p>Par 3.4.2</p> <p>Par 3.7.3</p> <p>Par 3.8.3</p> <p>Par 3.9.2</p>	<p>R1 000 per transaction leg reported to Strate after the set time parameter.</p>

⁴ Section amended with effect from 12 January 2018



<p>3.2 Late committing to transactions in respect of:</p> <ul style="list-style-type: none"> • Off-Exchange Transactions (Client type 00). • Depository Receipt (DR) transactions (Client type 40). • On-Exchange Trades. • Account Transfers (Client type 30). • Portfolio Movements (Client type 31). • Account Transfers on Record Date where there is a pending Corporate Action committed to after 17h00 on S (Client type 30). • Portfolio Movements on Record Date where there is a pending Corporate Action committed to after 17h00 on S (Client type 31). • Securities Lending and Borrowing Transactions and Securities Lending and Borrowing Return Transactions where there is a pending Corporate Action committed to after 17h00 on S (Client types 50, 51 and 52). • Collateral Transactions and Collateral Return Transactions where there is a pending Corporate Action committed to after 17h00 on S (Client types 50, 53 and 54). • Collateral Account Transfers and Lending Account Transfers where there is a pending Corporate Action committed to after 17h00 on S (Client type 33). • Corporate Action transactions committed to after 14h00 on S for transactions involving payment; and after 18h00 on S for free of payment transactions (Client type 23). • Securities Lending and Borrowing Transactions and Securities Lending and Borrowing Return Transactions (Client types 50, 51 and 52). • Collateral Transactions and Collateral Return Transactions (Client types 50, 53 and 54). • Collateral Account Transfers and Lending Account Transfers (Client type 33). 	<p>Par 3.6.3 and 3.6.4 Par 3.6.3 Par 2.2.8 and 2.2.9 Par 3.3.2 Par 3.4.2 Par 3.3.4 Par 3.4.4 Par 3.7.7 Par 3.8.5 Par 3.9.4 Par 7.2 Par 3.7.4 Par 3.8.4 Par 3.9.2</p>	<p>R1 000 per transaction leg committed to after the set time parameter.</p>
<p>3.3 Account Transfers, Portfolio Movements, Collateral Account Transfers and Lending Account Transfers are permitted provided that there is no change in beneficial ownership.</p>	<p>Par 3.3.3, 3.4.3 and 3.9.3</p>	<p>R1 000 per transaction leg that is reported to Strate with the taxable indicator as “yes”.</p>
<p>3.4 Account Transfers, Portfolio Movements, Collateral Account Transfers and Lending Account Transfers must be processed with the free of payment Settlement type.</p>	<p>Par 3.3.5, 3.4.5 and 3.9.5</p>	<p>R1 000 per transaction leg that is reported to Strate and settled against payment.</p>



3.5 All Off-Exchange Transactions and Depository Receipt transactions for Client type 00 and 40 must conform to a T+0 settlement cycle.	Par 3.6.1	R1 000 per transaction leg that is reported to Strate and settled on a greater than T+0 settlement cycle.
<p>3.6 Further Contraventions</p> <p>3.6.1 Where an individual transaction results in a contravention of this Strate Directive any further contravention arising from the same incident, may result in further fines.</p> <p>3.6.2 Where a batch of transactions results in a contravention of this Strate Directive, a fine may be imposed for each transaction within the batch.</p>		

4 PAYMENT AND PUBLICATION OF FINES

- 4.1 A Participant must, unless it has lodged an objection in terms of 4.2, pay the fines stipulated by this Strate Directive within 20 (twenty) Business Days of receipt of the monthly confirmation by STRATE Supervision of the fines incurred in that month by such Participant.
- 4.2 Where a Participant wishes to object to a fine imposed by Strate, it must lodge such objection in writing, supported by mitigating evidence, within 5 (five) Business Days of receipt of notification of the fine.
- 4.3 Strate may, at the discretion of the Regulatory and Supervisory Committee, publish the circumstances giving rise to (and the details of) any fine imposed on Participants in terms of this Strate Directive.

5. TECHNICAL DIFFICULTIES⁵

- 5.1 Where technical difficulties impair a Participant's ability to perform within the stipulated time frames, such difficulties may only be taken into account as mitigation where the entity has advised Strate Operations timeously of such difficulties. Where technical difficulties of one Participant affect the ability of another Participant to perform within the stipulated time frames, such difficulties may be taken into account as mitigation for the other Participant.

⁵ Section 5 - Capturing Errors deleted with effect from 1 August 2017. Section 6 re-numbered with effect from 1 August 2017