



INVESTMENT MANAGEMENT MANDATE

Between

INVESCI ASSET MANAGEMENT (PRIVATE) LIMITED

Of 41 Harare Drive, Chisipite, Harare
("INVESCI")

And

.....
Represented by

.....
("The Client")

WHEREAS

1. INVESCI is engaged in providing investment management services;
2. The Client wishes to engage the services of INVESCI to provide investment management services to it;
3. The parties have agreed that INVESCI will provide such investment management services on the following terms.

SCHEDULE

1. **COMMENCEMENT DATE OF AGREEMENT**
2. **INITIAL INVESTMENT SUM**
3. **DISCRETION** (*Delete as applicable*) FULL / LIMITED / NON
4. **ANTICIPATED PERIOD OF INVESTMENT**
5. **PROHIBITED INVESTMENTS** As per mandate

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1 DEFINITIONS

In this agreement the following words shall mean:

- 1.1. "Client" shall mean
- 1.2. "commencement date" the date of commencement of this agreement as set out in the Schedule;
- 1.3. "middle market price" shall be ascertained by reference to the Zimbabwe Stock Exchange stock and share prices on the relevant day and shall be:
 - 1.3.1. the sales price where a sales price is stated;
 - 1.3.2. where the buyer price only is stated, the seller price is derived from adding 10% to the buyer price. The implied sales price is obtained by averaging the buyer price and the derived seller price.
 - 1.3.3. where the seller price only is stated, the buyer price is derived from dividing the seller price by 1.1. The implied sales price is obtained by averaging the seller price and the derived buyer price.
 - 1.3.4. where a buyer and a seller price are stated but no trades recorded, the sales price will be derived from the average of the buyer price and the seller price.
- 1.4. "investment portfolio" all investments of whatever nature made on behalf of a Client on the recommendation of INVESCI and shall include inter alia stock market investments, investments in unit trusts, investments in the money market, debentures, government approved stock, properties, and private equity.

 INVESCI will be required to put forward to Directors proposals before undertaking any of the mentioned investment vehicles.
- 1.5. "services" the investment management services detailed in Clause 5.
- 1.6. "Fund" the investment portfolio for
- 1.7. "Custodian" shall mean Old Mutual Custodians.
- 1.8. "The Investment Manager" shall mean INVESCI Asset Management (Pvt) Ltd ('INVESCI').

2. PERIOD OF AGREEMENT

This Agreement shall commence on the Commencement Date specified in the schedule and shall continue on an annual basis unless terminated as provided in Clause 13.

3. INITIAL INVESTMENT SUM

The amount to be invested in the investment portfolio shall be that stated in the Schedule and shall be called the initial investment sum.

4. INVESTMENT POLICY STATEMENT & CONSULTATION

- 4.1. INVESCI will assist the client in developing an appropriate risk profile and Investment Policy Statement.
- 4.2. Prior to the conclusion of any Agreement and, if so requested by the Client, INVESCI shall discuss with the Client, at no charge, their requirements regarding the management of their investment portfolio.
- 4.3. Once an Agreement is concluded, INVESCI shall arrange for purchases and sales of investments at its sole discretion acting in accordance with the clients' degree of risk profile and Investment Policy Statement.

5. INVESTMENT MANAGEMENT SERVICES

INVESCI shall provide the following services to the Client.

- 5.1. INVESCI will keep detailed records of all purchases and sales of investments in respect of the investment portfolio.
- 5.2. INVESCI will procure for the Client a free subscription to our monthly newsletter which will be sent to the Client's e-mail address monthly.
- 5.3. INVESCI will provide monthly investment portfolio valuations within seven (7) days of the month end.
- 5.4. At the request of the Client, INVESCI will provide interim investment portfolio valuations.
- 5.5. As at 1 April, 1 July, 1 October and 1 January of each year INVESCI will prepare a valuation of the investment portfolio on the basis set out in Clause 11.

- 5.6. If requested by the Client, INVESCI shall advise on the best method of liquidating investments in order for the Client to withdraw all or part of its capital from its investment portfolio.

6. NOMINATION OF STOCKBROKER

- 6.1. INVESCI shall only appoint stockbrokers registered with the Zimbabwe Stock Exchange as it may consider fit or desirable to purchase and sell shares.
- 6.2. Any fees charged for services rendered by any stockbrokers appointed in terms of this Clause shall be debited to the Client.

7. PAYMENTS

- 7.1. The registered office of the Fund shall pay any additional or top up investment sums in the manner requested by INVESCI Asset Management.
- 7.2. All payments of amounts relating to disinvestments due to the Client in terms of this Agreement shall be paid by INVESCI, through the Custodian, to the registered office of the Fund.
- 7.3. All fees shall be requested from the custodian from any monies held by them on behalf of the Client. In the event that no monies are held, INVESCI may liquidate investments held in custody at the custodian in order to pay any fees that may be due.

8. COST OF SERVICES

- 8.1. At the beginning of each month in each year, the compensation of INVESCI for its services shall be structured as follows:
- 8.1.1. a basic portfolio management fee of 1% divided by 12 (0.0008 per month) shall be charged from the Fund each month.

9. HOLDING OF SECURITIES AND CUSTODIAL ARRANGEMENTS

All securities shall be registered in the name of the Client. All securities will be kept at the nominated custodian. INVESCI shall not be liable for any loss or damage arising in connection with custodial arrangements that are independent from INVESCI.

10. VALUATION OF INVESTMENT PORTFOLIO

- 10.1. Whenever it is necessary to value an investment portfolio for the purposes of this Agreement, such investment portfolio shall be valued on the basis of the last traded price of any stock and/or shares held in the investment portfolio as at the relevant date.
- 10.2. The value shall also include where appropriate;
 - 10.2.1. the value of any dividends accrued to the Client since the Commencement Date or the date of the last valuation made in terms of Clause 8;
 - 10.2.2. any interest earned since the Commencement Date or the date of the last valuation made in terms of Clause 8 on any part of the capital sum not invested in stocks and/or shares for any reason;
 - 10.2.3. any capital profit earned on the sale of stocks and/or shares prior to the relevant date referred to in Clause 10.1 since the Commencement Date or the date of the last valuation made in terms of Clause 8.
- 10.3. For the purposes of valuation, the value shall be calculated on the gross value of the increase in the investment portfolio and no account shall be taken of any amounts deducted or to be deducted in respect of income tax, capital gains tax or any other tax.

11. ADDITIONS TO VALUE OF INVESTMENT PORTFOLIO

A Client may add to the amount invested in their investment portfolio at any time.

12. NATURE OF INVESTMENTS AND LIMITATION OF LIABILITY

It is recorded that investment in the various asset classes (Equities, Fixed Income, Property, Bonds and Alternative Investments) is dependent on factors outside the control of INVESCI and is, therefore, risky in its nature, provided that INVESCI shall do everything reasonably possible to minimize the client's risk exposure.

The Client accepts that due to this risk, their investment portfolio may decrease in value. INVESCI Asset Management shall not be liable for any loss or damage arising in connection with this Agreement or the provision of portfolio management services.

13. TERMINATION

- 13.1. This Agreement may be terminated by either party provided that one calendar month notice in writing has been given to the other party.
- 13.2. On withdrawal of the whole investment by the Client, a 1% withdrawal fee shall be charged.
- 13.3. If a Client wishes to withdraw part of its investment, INVESCI shall value the portfolio as at the date of the request to withdraw such part.
- 13.4. The Client may withdraw any amount from their investment portfolio provided that after deduction of the withdrawn amount the value of the investment portfolio may not fall below a figure as may be agreed by INVESCI.
- 13.5. It is recorded that where delays are experienced in the sale of shares after receipt of relevant instructions, INVESCI shall promptly advise the Client of such delays.

14. TAXES AND OTHER CHARGES

- 14.1. In the event that a services tax is levied on the services provided by INVESCI or any stockbrokers nominated by INVESCI in terms of this Agreement, such tax shall be added to the fees due from the Client.
- 14.2. The Client shall be responsible for the payment of any capital gains or withholding tax or VAT or any other tax, or charge which may be levied on any amount due to the Client under this agreement.
- 14.3. It shall be the responsibility of the Client to ascertain what taxes (save for sales tax on services) may be payable in respect of its investments. The Client acknowledges that it is within the discretion of the Commissioner of Taxes to decide whether profits earned are of a capital nature thus attracting capital gains tax or in the nature of income in which event income tax will be levied.

15. BREACH

If either party breaches any of the terms and conditions of this Agreement and fails to remedy such breach within 10 working days of written notice by the other party to do so, such party shall be entitled to cancel the agreement without notice and without prejudice to any other remedies it may have in terms of the agreement.

16. CESSION

INVESCI shall be entitled to cede and assign its rights and obligations under this Agreement on obtaining written approval from client. In the event that written approval is not obtained, the agreement may be terminated by either party in terms of clause 13.

17. WAIVER

Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this agreement nor prejudice such party's rights to take subsequent action.

18. HEADINGS

The headings contained in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions.

19. DISCRETION

This Agreement constitutes a FULL / LIMITED / NON DISCRETIONARY (*please delete as applicable*) investment mandate. INVESCI shall invest according to the following:

PLEASE COMPLETE AS RELEVANT:

ASSET CLASS	RANGE	STRATEGIC ASSET ALLOCATION
Cash / Money Market		
Listed Equities		
Fixed Property / Property Unit Trusts		
Private Equity		
Bonds		

In the case of limited and non-discretionary investment mandates, INVESCI shall do everything reasonably possible to comply with these restrictions. The client accepts that, due to these specific constraints requested, their portfolio could be at risk due to these restrictions imposed on INVESCI their portfolio might decrease in value. INVESCI shall not be liable for loss or damage owing due to these specific restrictions.

INVESCI shall, subject to restrictions imposed by any law of Zimbabwe and by this Agreement in section 20, have power to:

- 20.1 Administer all corporate actions on the Client's portfolio and where major events occur, INVESCI to vote on behalf of the Client. In the event of referring to the Client for voting instructions, INVESCI shall allow ten working days for a response from the Client. Should there be no response within the stipulated ten working days, INVESCI will be at liberty to proceed at its discretion.
- 20.2 Instruct the Custodian on how to vote on behalf of the Client on all Annual General Meetings and Extraordinary General Meetings (for clients with independent custodial arrangements).
- 20.3 Maintain with the Custodian for any cash accruals (including interest and dividends) that it receives and to invest such cash accruals at its discretion and such funds shall form part of the Portfolio.
- 20.4 Administer and instruct the Custodian to withdraw from the investment account such monies as may be required to effect payment for investments purchased and of costs associated with any such purchase. Issue such instructions to the Custodian as may be appropriate in connection with the settlement of transactions initiated by INVESCI. All transactions will be settled by payment to, or delivery by, the Custodian of all cash, securities or other assets due to or from the portfolio. INVESCI's instructions to the Custodian shall be transmitted in writing or, at the option of INVESCI, orally and confirmed in writing as soon as practical thereafter.

21 RESTRICTION ON INVESTMENTS

- 21.1 Investments in unlisted immovable property, unquoted equities, private equity, derivative securities and foreign securities should have express authority from the Directors.

INVESCI will be required to put forward to Directors proposals before undertaking any of the mentioned investment vehicles.

- 21.2 Unless prior approval in writing has been obtained from the Investor, INVESCI shall not trade in securities where INVESCI or any associated Company is advising the issuer of the securities, or enter into any dealings on behalf of the Investor where an actual or potential conflict of interest may exist.
- 21.3 INVESCI may not make or enter into agreement of loan for and on behalf of the Investor.
- 21.4 INVESCI may not lend the Investor's scrip, unless prior approval in writing has been obtained from the investor.
- 21.5 INVESCI will not act outside the Investor's powers or in contravention of any law or statute.

22 RESOLUTION OF DISPUTES

Any dispute arising from this Agreement shall be referred to arbitration by an arbitrator of the parties' choice in accordance with the laws of Zimbabwe provided that where the parties fail to agree on the choice, one shall be appointed by the chairman of the Harare Arbitration Centre according to the laws of Zimbabwe. A timeline will be set for resolution of such disputes agreed to by both parties and the arbitrator.

23 CONFIDENTIALITY

- 23.1 The parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for those directly involved in the execution of this Agreement.
- 23.2 The parties shall prevent disclosure of the Confidential Information, except as may be required by law or by any competent authority.
- 23.3 Within six (6) months after the termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 23.4 It is recorded that the following information will, for the purpose of this Agreement, not be considered to be Confidential Information:
 - 23.4.1 Information known to either of the parties prior to the date that it was received from the other party; or

- 23.4.2 Information known to the public or generally available to the public prior to the date that it was disclosed by either of the parties to the other, or
- 23.4.3 Information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such information; or
- 23.4.4 Information that either of the Parties, in writing, authorises the other to disclose.

24 DOMICILUM AND NOTICES

All notices to be given in terms of this Agreement shall be in English and in writing and shall be delivered by hand or by pre-paid registered mail letter to the following addresses, or by email.

INVESCI ASSET MANAGEMENT (PRIVATE) LIMITED

The Investment Manager

Physical Address: 41 Harare Drive
Chisipite
HARARE

Postal Address: As above.

Tel: +263 (24) 2490667/8, 2490924/5

Email: thomasc@invesci.com
info@invesci.com



..... (CLIENT)

Physical Address:
.....
.....
.....

Postal Address:
.....
.....
.....

Tel:

Emails:

Any such notice shall be deemed to have been received on the day of delivery, or within five days after the posting of the notice, or within 24 hours of dispatch by email or facsimile transmission provided that telefax numbers have been included in this Agreement for the convenience of the parties only and their use shall not constitute proper notification or delivery unless receipt of any such communication has been confirmed by the addressee in writing or by a return of telefax, as the case may be. (Confirmation of receipt is not necessary as long as one has proof of having sent).

The parties hereby choose the physical addresses set out in clause 22 as their respective domicilia citandi et executandi for all purposes under this Agreement.



Either party shall be entitled to change its domicilium from time to time by giving notice of such change in writing to the other party, provided that any new domicilium selected by it shall be a street address within Zimbabwe, and provided that any such change shall only be effective upon receipt of notice of such change by the other party.

25 WHOLE AGREEMENT

This Agreement constitutes the whole Agreement between the parties and any variations thereto shall be of no force or effect unless reduced to writing and signed by both parties.

Signed at Harare this _____ day of _____ 2021

AS WITNESSES: -

- 1.
- 2.

..... **For INVESCI ASSET MANAGENT (PVT) LTD**
Thomas Chataika
MANAGING DIRECTOR



Signed at Harare this _____ day of _____ 2021

AS WITNESSES: -

1.

2.

..... **For****(CLIENT)**

DIRECTOR