



Registration number : 2019/554194/07

www.toneel.xyz / www.nto-units.xyz Tel : 021 828 9119 info@toneel.xyz

MANDATE AND APPLICATION FORM

entered into between

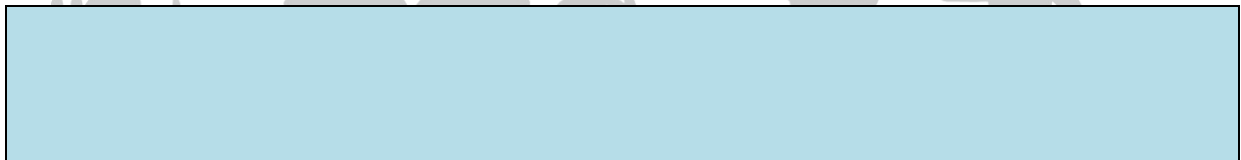
Nasionale Toneel Organisasie(Pty) Ltd

Reg no : 2019/554194/07

(hereinafter referred to as NTO)

(a limited partnership created between NTO and the UNIT HOLDER)

and



(hereinafter referred to as "THE UNIT HOLDER")

For the rendering of services and the management of financial contributions in selected theatrical productions being produced and presented by NTO as set out in UNIT HOLDER MEMORANDUM to which this MANDATE and APPLICATION FORM is attached.

To be completed by Unit Holders who elect to participate in NTO's portfolio of productions.

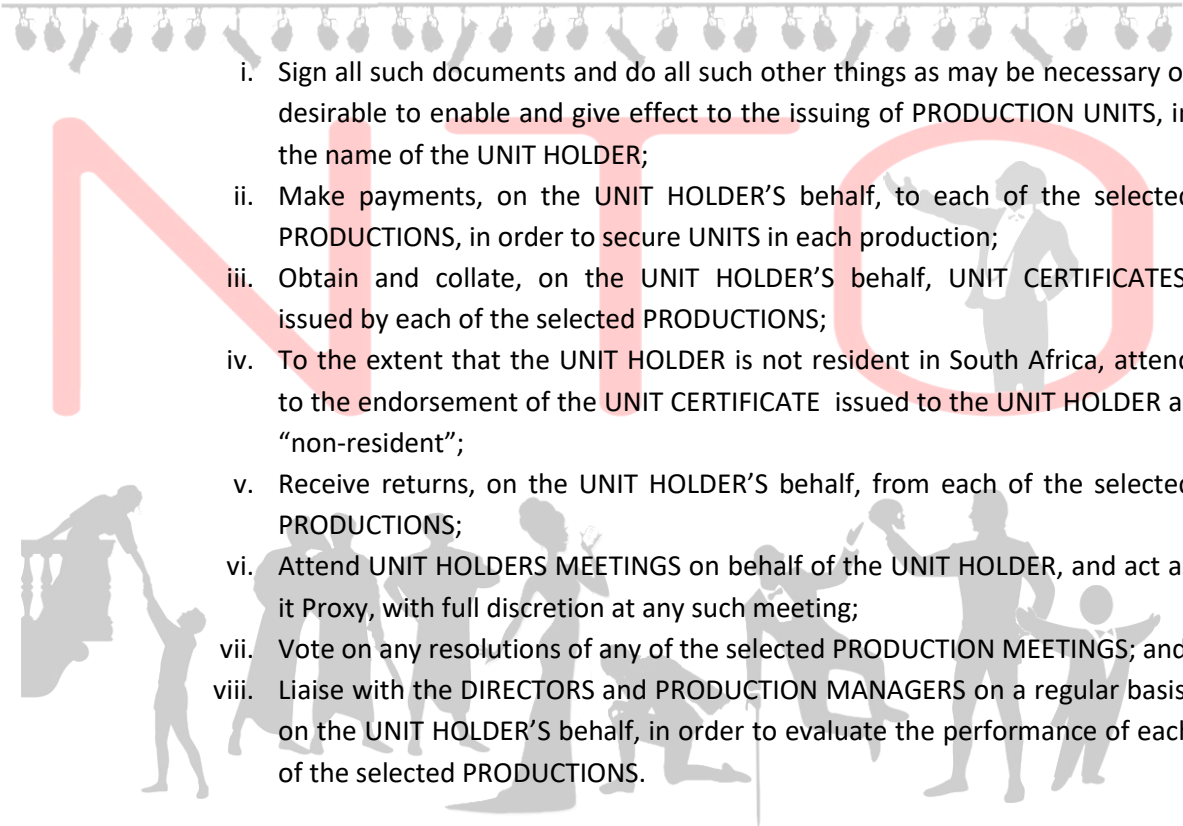
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WHEREBY IT IS AGREED –

1. Authorisation

- a. NTO is a producer and presenter of live theatrical productions. Said productions are to be presented in 190 different towns and cities and towns across South Africa on an on-going basis, commencing June 2021.
- b. The UNIT HOLDER hereby authorises NTO to act as Agent for the UNIT HOLDER in order to

- 
- i. Sign all such documents and do all such other things as may be necessary or desirable to enable and give effect to the issuing of PRODUCTION UNITS, in the name of the UNIT HOLDER;
 - ii. Make payments, on the UNIT HOLDER'S behalf, to each of the selected PRODUCTIONS, in order to secure UNITS in each production;
 - iii. Obtain and collate, on the UNIT HOLDER'S behalf, UNIT CERTIFICATES, issued by each of the selected PRODUCTIONS;
 - iv. To the extent that the UNIT HOLDER is not resident in South Africa, attend to the endorsement of the UNIT CERTIFICATE issued to the UNIT HOLDER as "non-resident";
 - v. Receive returns, on the UNIT HOLDER'S behalf, from each of the selected PRODUCTIONS;
 - vi. Attend UNIT HOLDERS MEETINGS on behalf of the UNIT HOLDER, and act as it Proxy, with full discretion at any such meeting;
 - vii. Vote on any resolutions of any of the selected PRODUCTION MEETINGS; and
 - viii. Liaise with the DIRECTORS and PRODUCTION MANAGERS on a regular basis, on the UNIT HOLDER'S behalf, in order to evaluate the performance of each of the selected PRODUCTIONS.

1.2 NTO will, in terms of this Mandate, have full discretion to manage the affairs of the UNIT HOLDER'S financial contribution as more fully disclosed in the UNIT HOLDER MEMORANDUM.

1.3 NTO may make use of the services of its staff, or that of a nominated administration management company, to execute certain administrative and financial functions which NTO cannot properly perform independently.

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2. OBJECTIVES

The objectives of NTO is to invest, on behalf of UNIT HOLDERS, in a portfolio of theatrical productions to be presented across 190 cities and towns in South Africa over a certain period of time and to earn financial returns for UNIT HOLDERS.

3. INITIAL PORTFOLIO OF PRODUCTIONS

3.1 Subject to paragraph 3.2 below, the current production portfolio comprises of

| NTO PORTFOLIO Selected Productions 2021/22 | Percentage allocation to UNIT HOLDER POOL |
|---|--|
| Thank you for the music | 15% |
| Come fly with me | 15% |
| Mad about the musicals | 15% |
| Andrew Lloyd Webber Gala | 15% |
| Mother City Orchestra | 20% |
| Die een se dood | 20% |
| Total | 100% |

3.2 In the event of a Portfolio Change –

- the initial percentage allocation as set out above shall be spread among the remaining Selected Productions in accordance with such proportions as NTO shall determine, and
- NTO shall make an announcement to this effect on the NTO website within 2 (two) Business Days of such Portfolio Change occurring, which announcement shall set out the amended percentage allocation applicable to each Selected Production.

4. REPORTS

Quarterly Financial Statements as well as all legally prescribed documents received by NTO from the Selected Productions will be provided to the UNIT HOLDER electronically.


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5. RISK DISCLOSURE

- 5.1 NTO has applied due care with the selection of suitable productions which will receive UNIT HOLDER funds. There is, however, a high risk associated with live theatrical productions. The value of UNITS may rise as well as fall and there is a risk that the UNIT HOLDER may suffer financial losses.

The UNIT HOLDER does not have a claim against NTO or its staff or management in the event of the realisation of the risk, UNLESS it can be proved that the losses were due to negligence, fraud, misconduct or dishonesty by NTO or its staff or management.



At this time, the biggest risk affecting future financial projections, is the on-going COVID19 crisis. As restrictions become less, income and profit will increase accordingly. At current Level 2 of restrictions, only 100 people can be allowed at any performance.

- 5.2 The UNIT HOLDER is aware any financial contribution to NTO as well as the Selected Productions is of a long term nature (minimum two years).

- 5.3 The UNIT HOLDER acknowledges and understands the risks and disclosures set out in this Memorandum and Application Form and the UNIT HOLDER MEMORANDUM.

6. REGISTRATION OF UNITS

- 6.1 Financial contributions made into each Selected Production by NTO on behalf of the UNIT HOLDER will be registered in the name of the UNIT HOLDER.
- 6.2 The UNIT HOLDER must deposit his/her/their financial contribution, being the subscription consideration for the UNITS, into NTO's bank account within 24 hours of submitting this Application Form and Mandate to NTO.

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6.3 NTO's nominated bank account details are as follows (**"NTO NOMINATED ACCOUNT"**)

| | | |
|-----------------------|---|---|
| Bank | : | NEDBANK |
| Branch | : | N1 City Centre |
| Account name | : | NTO |
| Account number | : | 1191460371 |
| Reference | : | "Initials, Surname of UNIT HOLDER" |



7. SUSPENSIVE CONDITIONS

7.1 The opportunity contemplated in UNIT HOLDER MEMORANDUM is subject to NTO procuring from the UNIT HOLDERS a gross amount of not less than R500 000.00 (five hundred and thousand Rand) by no later than the Closing Date, , failing which the UNIT HOLDER MEMORANDUM will become null and void. (**"Minimum Gross Amount"**)

7.2 If NTO procures the Minimum Gross Amount as contemplated in par. 7.1 above, NTO shall –

- withdraw such amounts from the NTO Nominated Account and pay to each Selected Production an amount equal to the Gross Amount received from the UNIT HOLDERS in the percentage allocation as set out in par. 1.9 of the UNIT HOLDER MEMORANDUM, rounded up or down to the nearest Rand.

7.3 If NTO does not procure the Minimum Gross Amount contemplated in par. 1.7 above, NTO shall inform all Applicants and offer two alternatives:

- return to the UNIT HOLDER of all monies received, free of interest, or
- consideration of a revised allocation of funds to the Selected Productions.

8. RETURNS

All cash returns from the Selected Productions will be paid into the NTO Nominated Account, where after NTO will on-pay such returns to the UNIT HOLDER as further outlined

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in the UNIT HOLDER MEMORANDUM. Returns in respect of each Selected Production will be in accordance with the percentages stated in par. 3.1 above. The NETT RETURNS payable to NTO by the Selected Productions will be equal to 30% of the NETT PROFIT of each Selected Production.

9. FLOW OF FUNDS

9.1 Amount to be paid by NTO to each of the Selected Productions

NTO shall be obliged to pay to each of the Selected Productions the Proportionate Gross Amount subject to par. 3.1.

9.2 Amount to be paid by each of the Selected Productions to NTO

Each of the Selected Productions shall pay to NTO an amount equal to all returns and distributions declared, subject to a minimum amount of 30% of the NETT PROFIT of each of the Selected Productions.

9.3 Amount to be paid by NTO to the UNIT HOLDER

Upon receipt of the RETURNS from each of the Selected Productions, NTO shall pay to the UNIT HOLDER an amount equal to 30% of the Combined Net Returns received.

10. TERMINATION OF MANDATE

10.1 The Mandate and Application Form shall remain in force until for a period of TWO YEARS and may not be cancelled, amended or altered before expiry of the two year period by either the UNIT HOLDER or NTO.

10.2 The UNIT HOLDER acknowledges and understands that the term will be a minimum of TWO YEARS.

10.3 Any amendment of any provision of this Mandate shall be in writing and shall be by means of a supplementary or new agreement between NTO and the UNIT HOLDER.

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- 10.4 Neither NTO nor the UNIT HOLDER may cancel this agreement unilaterally before expiry of the initial two year period.

11. FATCA

- 11.1 In an effort to reduce global tax non-compliance, the South African government has indicated its willingness for global co-operation and information sharing. Accordingly, South Africa has signed an intergovernmental (IGA) with the United States of America to comply with the Foreign Accounts Tax Compliance (FATCA), a law directed at US citizens and US tax residents.



- 11.2 NTO is required by law to ask for information from all clients on their international citizenship and tax residency status.

- 11.3 Please note that the information contained in this form may be shared with the South African Revenue Service (SARS).

12. DECLARATION REGARDING FUNDS

- 12.1 The UNIT HOLDER declares that the Gross Amount placed under NTO's management in terms of this mandate are from legitimate sources and are not the "proceeds of unlawful activities", as defined in the Prevention of Organised Crime Act, no. 121 of 1998.

- 12.2 The UNIT HOLDER further warrants that, where required, the Gross Amount placed under NTO's management in terms of this Mandate is declared in terms of the Income Tax Act of 1962.

- 12.3 The UNIT HOLDER confirms having been duly and properly informed/advised of the full implications of its actions and, having considered same, hereby declares that it is aware of the fact that a full analysis could not be undertaken and that there may thus be limitations on the appropriateness of the information/advice contained herein or in the UNIT HOLDER MEMORANDUM, and that it must carefully consider whether the information/advice on its own is appropriate considering its objectives, financial situation and needs, to prevent the risk of concluding a transaction that is not appropriate to its need, objectives and circumstances. The UNIT HOLDER

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confirms that is has declined the offer of a needs analysis and have decided to continue with this application.

- 12.4 The UNIT HOLDER acknowledges, confirms and agrees that the contents of this Mandate and the UNIT HOLDER MEMORANDUM do not constitute and should not be construed as investment, legal, tax, accounting and/or other advice. For advice on these matters, the UNIT HOLDER further acknowledges that NTO has recommended that the UNIT HOLDER consults with their preferred investment, tax, legal, accounting and/or other advisers about any information contained in this mandate and the UNIT HOLDER MEMORANDUM.



13. ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT 25 of 2002

The UNIT HOLDER acknowledges and agrees that all electronic communication as defined in the above Act, which purport to emanate from me, shall be deemed to have been given by me in the form actually received by NTO.

Electronic communication is defined as data messages which is “data generated, sent, received or stored by electronic means and includes voice, where the voice if used in an automated transaction, and a stored record”. I hereby waive any rights I may have or may obtain against NTO arising directly or indirectly from any losses or damages that I may suffer because NTO acted on any electronic communication and I indemnify NTO against any claims, demands or actions suffered by them because they acted on a faxed instruction.

14 EFFECTIVE DATE

This mandate will become of force and effect on receipt of a signed application form from the UNIT HOLDER, together with proof of payment of the Gross Amount.

SIGNED AT _____ ON THIS _____

DAY OF _____ 2021

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ANNEXURE A: APPLICATION PROCEDURE

Please send the completed Mandate and Application form, together with your proof of payment and relevant FICA documents via email to chris@toneel.xyz by no later than 17:00 on Wednesday, 2 June 2021.

SECTION 1

Please note that the minimum number of UNITS to be purchased is 10 (TEN) at R100 000 (one hundred thousand Rand).

SECTION 2

Payment by electronic transfer should be made to:

Bank : **NEDBANK**
Branch : **N1 City Centre**
Account name : **NTO**
Account number : **1191460371**
Reference : **"Initials, Surname of UNIT HOLDER"**

SECTION 3

Please complete the mandate instructions for NTO to pay amounts directly into your bank account.

SECTION 4

Please read the declaration below and sign and date the application form.

If this form is being completed and signed by the UNIT HOLDER named in Section 1 -

By signing this application form I hereby declare that:

- I have received a private invitation from NTO to acquire UNITS and have read the terms and conditions of the application therein and agree to be bound by them;
- I will be the beneficial owner of the UNITS issued to me;
- I have read and understood the risk factors set out in this Mandate and Application Form and the UNIT HOLDER MEMORANDUM;
- To the best of my knowledge and belief, the personal details I have given are correct; and

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- I agree to be bound by the contents of this Mandate and Application Form and the UNIT HOLDER MEMORANDUM in all respects.

If this form is being completed and signed by an authorised financial intermediary and another person apart from the UNIT HOLDER –

By signing this Mandate and Application Form on behalf of the individual whose details are set out in Section 1, I make declaration on behalf of such individual in terms of the five sub-paragraphs under Section 4 above and attach the Power of Attorney under which I have authority to sign on behalf of such person.



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APPLICATION FORM : ACQUIRING PRODUCTION UNITS IN NTO

Before completing this Mandate and Application Form, the UNIT HOLDER acknowledges that it has read the UNIT HOLDER MEMORANDUM, has accepted and signed the mandate and agrees to the terms of the UNITS in NTO.

SECTION 1

Please complete in BLOCK capitals

| UNIT HOLDER DETAILS | | | |
|---------------------------------------|---|---|--|
| Please mark UNIT HOLDER type | | | |
| <input type="checkbox"/> COMPANY | <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> TRUST | |
| Specify Citizenship / Residency | | | |
| <input type="checkbox"/> South Africa | <input type="checkbox"/> United States of America | <input type="checkbox"/> OTHER | |
| TITLE (Mr, Ms, Mrs, Other) | Surname | | |
| Forenames or Entity name | | | |
| Date of birth | | Identity / Master's Reference / Registration Number | |
| TAX NUMBER | | E-mail address for all future correspondence | |
| Residential / Business Address | | Postal Address | |
| Telephone (Work) | | Telephone (Mobile) | |
| | | | |

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SECTION 2

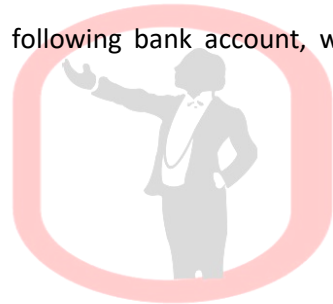
| APPLICATION AMOUNT | |
|---|----------|
| I, the Unit Holder, wish to participate in the PRODUCTION UNITS being offered by NTO and hereby acquire the number of PRODUCTION UNITS (at R3000 each), subject to a minimum of 10 PRODUCTION UNITS at R100 000.00. | |
| Monetary value of UNITS being acquired | R |

The minimum application amount is R100 000 and thereafter increased in increments of R10 000.00.

Returns earned and paid to the UNIT HOLDER will commence 60 days after the effective date. Monthly payment of returns will be effected by EFT on the 7th day of each month until the expiry date.

Payment by electronic transfer or cheque must be made into the following bank account, with initials and surname of the UNIT HOLDER as the reference:

Bank : **NEDBANK**
Branch : **N1 City Centre**
Account name : **NTD**
Account number : **1191460371**
Reference : **"Initials, Surname of UNIT HOLDER"**



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SECTION 3

Account details where returns are to be paid:

| | |
|------------------------------------|--|
| Bank | |
| Branch | |
| Branch Code | |
| Account name | |
| Type of Account | |
| Account number | |
| Signature of account holder | |

SECTION 4

Please initial each page and sign below to complete your application

SIGNED AT _____ ON THIS _____ DAY OF _____ 2021.

UNIT HOLDER SIGNATURE

NOTE:

By signing here, you are agreeing to be bound by the terms contained in this Mandate and Application Form and the UNIT HOLDER MEMORANDUM. Applications are irrevocable and may not be withdrawn once submitted. Please refer to the terms and conditions of this Opportunity as set out in the UNIT HOLDER MEMORANDUM. Applicants should consult their broker, banker or other professional regarding this Opportunity should they have any doubts about it whatsoever.

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ANNEXURE B : FURTHER DOCUMENTATION REQUIRED

1. FICA DOCUMENTATION

- 1.1 The following outlines the supporting documentation required in terms of the Financial Intelligence Centre Act No. 38 of 2001 as amended, as well as other documents required by NTO. This documentation is necessary in order for NTO to identify and verify the client.
- 1.2 Certified copies of the supporting documentation are sufficient as long as all text and photographs are clear and legible.

2. NATURAL PERSON

- 2.1 Certified copy of ID document bearing ID number and photograph
- 2.2 Certified copy of proof of residential address (less than 3 months old)
- 2.3 Proof of banking account (less than 3 months old)
- 2.4 Contact particulars

3. NATURAL PERSON (MINOR)

- 3.1 Copy of birth certificate (abridged or unabridged)
- 3.2 In the case of a guardian, provide documents confirming legal guardianship and complete the form for Minor Declaration
- 3.3 Copy of SARS document confirming income tax number of minor (if applicable)
- 3.4 Proof of address less than three months old. As a parent / guardian, you may provide a declaration confirming that you share an address with the Minor, that the Minor does not have a tax number and that a copy of your own ID document is attached hereto.
- 3.5 Copy of bank letter confirming parent / guardian banking details, alternatively a copy of a bank statement (less than 3 months old).

4. NATURAL PERSON (NON-RESIDENT)

- 4.1 Copy of foreign ID / passport
- 4.2 Proof of address less than 3 months old
- 4.3 Document confirming tax registration (if applicable)
- 4.4 Copy of bank letter confirming foreign bank details of individual, alternatively copy of a bank statement less than 3 months old

5. ESTATE LATE

- 5.1 Copy of death certificate
- 5.2 Copy of deceased's ID
- 5.3 Bank details of Estate Late account
- 5.4 Resolution (if more than one executor)
- 5.5 Copy of Executor/s ID
- 5.6 Copy of Letter of Executorship / Authority
- 5.7 Proof of address (less than 3 months old)

6. TRUST

- 6.1 Certified copy of Trust Deed or Founding Document
- 6.2 Certified copy of Letter of Authority given by Master of the High Court (or such other official document issued if a foreign trust) to each trustee of the trust

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6.3 Copy of the signed Trustee Resolution confirming the representative of the Trust may perform financial transactions on behalf of the Trust

6.4 For each natural person who is a Trustee and / or Beneficiary of the Trust, we require a certified copy of ID documents bearing the ID number and photograph, certified copy of proof of residential address (less than three months old) as well as full contact particulars.

6.5 For each Close Corporation / Company who is a Trustee / Authorised Person / Beneficiary we require the documentation listed in 6.4 above.

6.6 Proof of banking account (less than 3 months old)

7. CLOSE CORPORATION

7.1 Certified copy of Founding Statement and Certificate of Incorporation

7.2 Certified copy of Amended Founding Statement (CK2) if applicable

7.3 Certified copy of proof of trading name and business address, less than 3 months old

7.4 Certified copy of resolution signed by all members giving the authorised person power to act on behalf of the Close Corporation

7.5 For each natural person who is a member of the Close Corporation, we require a certified copy of ID document bearing ID number and photograph, proof of residential address (not older than 3 months)

7.6 Proof of banking account

8. COMPANY

8.1 Certified copy of Certificate of Incorporation and Notice of Registered Office and Postal Address

8.2 Certified copy of proof of trading name and business address

8.3 Certified copy of a resolution signed by all directors giving the authorised person power to act on behalf of the Company

8.4 For each natural person who is a director of the company, we require a certified copy of ID document bearing ID number and photograph, proof of residential address and contact particulars

8.5 Proof of banking account

9. NON-RESIDENT COMPANY

9.1 Copy of foreign company registration documents

9.2 Proof of address (less than 3 months old)

9.3 Document confirming tax registration of company

9.4 Resolution signed by all directors nominating one signatory / representative

9.5 Copy of bank letter confirming foreign bank details of the company, alternatively a copy of bank statement (less than 3 months old)

9.6 For the authorised signatory / representative and / or CEO, each director and each person or corporation with shareholding of 25% or more in the company, we require copies of ID / Passport and proof of address (less than 3 months old).

10. PARTNERSHIPS

10.1 Copy of Partnership Agreement

10.2 Proof of address (less than 3 months old)

10.3 Resolution signed by all partners nominating authorised signatory

10.4 Copy of SARS document confirming Income Tax / VAT registration number

10.5 Copy of bank letter confirming banking details

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- 10.6 For the authorised signatory and all partners, we require copy of ID and proof of address (less than 3 months old)

11. UNINCORPORATED ENTITIES

- 11.1 Copy of document confirming list of all active members
 11.2 Resolution signed by all members nominating authorised signatory
 11.3 Proof of address (less than 3 months old)
 11.4 Copy of SARS document confirming income tax / VAT registration
 11.5 Copy of bank letter confirming bank account details
 11.6 For the authorised signatory / representative and every member, we require copy of ID and proof of address (less than 3 months old).

12. POPI ACT

- The Parties agree that they may obtain personal information during the duration of the Agreement for the fulfilment of the rights and obligations contained herein and may further only process such information for the specific purposes of complying with their obligations in terms of this Agreement.
- The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit written consent must be obtained beforehand from the other Party.
- Performing the obligations as set out in this Agreement, the Parties shall at all time :
 - Comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act 2013;
 - Comply with all laws, policies and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data;
 - Ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any personal data;
 - Ensure that it does not disclose personal data other than in terms of this Agreement;
 - Ensure that it processes data for only the express purposes for which it was obtained;
 - Ensure that it has all reasonable technical and organisational measures in place to protect the personal data from unauthorised access and/or use.

The Parties agree that clause 12 shall remain in force an effect notwithstanding the termination of this Agreement.

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