

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT THE COMPANY AND ITS UNDERLYING PORTFOLIO AND SHOULD BE READ CAREFULLY BEFORE INVESTING. IF YOU HAVE ANY QUESTIONS ABOUT THE CONTENTS OF THIS DOCUMENT YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISOR.

The Directors, whose names are set out on page 19 of this Circular, collectively and individually, accept full responsibility for the accuracy of the information contained in this Circular and certify that, to the best of their knowledge and belief, no facts have been omitted the omission of which would make any statement in this Offering Circular false or misleading and they have made all reasonable enquiries to ascertain such facts.

INDEXCO III LIMITED

(Registration No. 2001/009176/06)
("IndexCo" or "the Company")



OFFERING CIRCULAR

For

**Index Securities to be issued over the JSE/Actuaries Industrial 25 Top Companies Index or its successor
(as fully described in this Circular)**



Originators and co-sponsors



Opening date of the Initial Offer:	09:00 28 January 2002
Closing date of the Initial Offer:	12:00 8 February 2002
Listing date:	15 February 2002
Date of issue of Circular:	18 January 2002

Attorneys



Auditors



Transfer secretaries



Asset managers



Bankers



Trustee



Information agents



Manager



**If you have any questions in regard to information in this document,
call the Information Agents on**

0861 100 670

(or +27 11 506 4713 if you are phoning from outside South Africa)

Georgeson  Shareholder

**are acting as Information Agents to answer your questions about
SATRIX INDI Securities Index**

Your call will be recorded for customer safety

Index Securities are listed securities issued by IndexCo (a wholly owned subsidiary of the JSE Securities Exchange South Africa (the "JSE")). Index Securities are intended to allow an investor to obtain market exposure to the Constituent Companies comprising The JSE/Actuaries Industrial 25 Top Companies Index or its successor (the "Index") in an easily tradable form (as securities listed on a stock exchange) and to enable an investor substantially to replicate the price and yield performance of that Index.

Whilst the investment objective of IndexCo is to provide investment results that generally correspond to the price and yield performance of the Index, there is no assurance that this investment objective can fully be achieved. There can also be no assurance that active trading markets will develop, nor is there a certain basis for predicting the actual price levels at which Index Securities may trade.

Index Securities have been approved for listing on the JSE under the traded index funds sector of the JSE List. Once issued, Index Securities may be traded in the secondary market on the JSE on a per Index Security basis, and need not be traded in any minimum number.

In addition to being able to sell Index Securities on the JSE, a Holder of a Block of Index Securities may at any time claim delivery from IndexCo of a Basket of Shares comprising the underlying securities included in the Index. In the unlikely event that there is at any stage a real risk that IndexCo will not be able to meet the delivery obligations attaching to all the Index Securities in issue at that time, IndexCo will be entitled to place a moratorium on the exercise by Holders of the delivery rights attaching to issued Index Securities, provided that IndexCo shall not, in any given year, suspend the right to exercise such delivery rights for more than 60 Trading Days in the aggregate. Such a moratorium will in no way effect the tradability of Index Securities in the ordinary course on the JSE.

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SUMMARY

STRUCTURE

IndexCo is a public limited liability company incorporated in the Republic of South Africa pursuant to the Companies Act, 1973 (Act 61 of 1973), as amended (the "Act"). It has an authorised share capital of R1 000 divided into 1 000 ordinary shares of R1,00 each, of which 100 ordinary shares of R1,00 each have been issued and are held by, or on behalf of, the JSE.

A portfolio of securities consisting substantially of the securities of the Constituent Companies of the Index (in substantially the same weightings as the Index) (the "Underlying Portfolio") will be housed within the Satrx INDI Trust (the "Trust") of which IndexCo will be the principal capital beneficiary. The Trust will be a registered discretionary trust holding the Underlying Portfolio. The board of trustees of the Trust will comprise independent trustees appointed by the Directors of IndexCo and all corporate governance issues applicable to IndexCo shall equally apply to the administration of the Trust. The potential discretionary income beneficiaries of the Trust will be comprised of the Holders of Index Securities, who will also constitute potential discretionary capital beneficiaries of the Trust for the awarding of net capital gains earned by the Trust from transactions entered into to ensure that the Trust tracks the Index.

ALTHOUGH THE UNDERLYING PORTFOLIO WILL BE HELD BY THE TRUST, HOLDERS WILL HAVE NO RIGHTS WHATSOEVER AGAINST THE TRUST, OR IN RESPECT OF ITS ASSETS, OR THE INCOME EARNED FROM THOSE ASSETS. THE TRUST HAS BEEN ESTABLISHED AND WILL OPERATE SOLELY TO PROVIDE INDEXCO WITH A MEANS OF HEDGING ITS CONTRACTUAL OBLIGATIONS TO HOLDERS. THE RELATIONSHIP BETWEEN THE TRUST AND INDEXCO DOES NOT CONFER ANY RIGHTS ON HOLDERS. THE CONTRACTUAL RIGHTS EMBODIED IN INDEX SECURITIES ARE EXERCISABLE SOLELY AGAINST INDEXCO.

INVESTMENT OBJECTIVES AND POLICIES OF INDEXCO IN RESPECT OF INDEX SECURITIES

The investment objective of IndexCo in respect of Index Securities (which objective is mirrored by the Trust) is to track the Index, enabling Holders of Index Securities to gain market exposure to the Constituent Companies comprising the Index through the holding of a single listed security.

DISTRIBUTION POLICY

It is anticipated that the Trust will effect quarterly distributions with respect to the calendar quarters ending on the last Friday of each quarter in each year, commencing on 28 March 2002.

SUBSCRIPTIONS FOR INDEX SECURITIES

There shall be no minimum number of Index Securities for which an investor may subscribe for cash. Cash subscriptions are a function of the total amount (in Rands) which an investor wishes to invest in Index Securities rather than a function of how many Index Securities an investor acquires in terms of that subscription. The minimum cash subscription in respect of Index Securities under the initial offer is an amount of R1 000. The number of Index Securities issued to an investor pursuant to a cash subscription will be a function of the prevailing Basket Price, the *pro rata* cost to the Trust of acquiring the Underlying Portfolio and a *pro rata* share of any Distributable Amount within the Trust, as at the date of subscription.

An investor may discharge the subscription price for Index Securities *in specie*, by delivering Baskets of Shares. An Investor wishing to subscribe *in specie* shall be obliged to subscribe for Index Securities in one or more whole Blocks. In terms of the Initial Offer, the subscription price for one Block of Index Securities shall be discharged by the delivery of a single Basket of Shares. In respect of subsequent issues, an investor wishing to discharge the subscription price *in specie* will be required to deliver the Prescribed Number of Baskets together with a cash amount representing a *pro rata* share of any Distributable Amount within the Trust.

A cash transaction fee will be payable on every subscription for Index Securities. The transaction fee will be a graduated fee, dependant on the size of the subscription and shall be determined on a straight line, sliding scale basis. The transaction fee will be a function of the cost to IndexCo of issuing the Index Securities in question, and shall include an administration fee. Details of the transaction fee payable upon subscription under the Initial Offer can be found in the schedule of fees attached hereto marked Schedule II.

The procedure for subscribing for Index Securities (both in terms of the Initial Offer and thereafter) is more fully set out on page 23 of this Circular.

COSTS AND EXPENSES OF INDEXCO AND THE TRUST

Investors' attention is drawn to the details of the fees, costs and expenses set out on page 21 and 41 of this Circular.

TAXATION

Prospective investors in Index Securities are encouraged to obtain their own tax advice on the tax treatment to be applied to the purchase, holding and eventual disposal by a Holder of Index Securities. The Directors are of the view that insofar as Holders are concerned, the purchase, holding and eventual disposal by a Holder of Index Securities should, for taxation purposes, be treated according to all the usual and applicable rules relating to the categorisation of an asset and its return as capital/revenue.

Investors in Index Securities will also be discretionary capital beneficiaries of the Trust. The Trust will be entitled to award the net capital gains earned by it from tracking activities to one or more investors, to avoid the Trust paying capital gains tax at the higher rate applicable to trusts. It is not envisaged that net capital gains will be significant, or that awards will be made to investors in general, but no undertakings can be given in this regard. To the extent that an award of net capital gain is made to an investor, the cost of the Index Securities held by that investor will be increased by the amount of the award, and no cash distribution will be made to the investor with respect to the award of the net capital gain.

INSTITUTIONAL INVESTOR RESTRICTIONS

The FSB has (in terms of the appropriate legislation) approved investments in Index Securities by Long Term and Short Term Insurers and Pension Funds.

Where the aggregate market value of all issued Index Securities is less than R2 billion:

- the aggregate market value of all Index Securities held by a Short Term or Long Term Insurer shall not exceed 10% of the total value of that Insurer's non-linked liabilities; and
- the aggregate fair value of all Index Securities held by a Pension Fund shall not exceed 10% of the total assets of that Pension Fund.

Where the aggregate market value of all issued Index Securities is greater than or equal to R2 billion:

- the aggregate market value of all Index Securities held by a Short Term or Long Term Insurer shall not exceed 15% of the total value of that Insurer's non-linked liabilities; and
- the aggregate fair value of all Index Securities held by a Pension Fund shall not exceed 15% of the total assets of that Pension Fund.

Other prospective investors wanting to acquire Index Securities should consult their professional advisors with respect to any applicable investment restrictions which may be relevant to an investment in Index Securities.

INVESTOR RISKS

An investment in Index Securities involves investment risks. A more detailed description of certain of the investment risks relevant to investors in Index Securities, is set out on pages 16 to 18 of this Circular.

INITIAL OFFER

The Initial Offer comprises an offer to the public of Index Securities (consisting of an offer both to institutional investors and to retail investors). The salient dates of the Initial Offer are set out in the table below. Subscriptions under the Initial Offer may be effected *in specie* (i.e. where an investor delivers one or more whole Baskets of Shares), or for cash.

Where an investor elects to subscribe *in specie*, that investor is obliged to subscribe for Index Securities in one or more whole Blocks. The subscription price in respect of a single Block of Index Securities shall be discharged *in specie* by delivery of a single Basket of Shares. In addition to the delivery of one or more Baskets of Shares, a subscriber *in specie* shall be obliged to pay, in cash, the applicable transaction fee (to be determined by reference to the schedule of fees appearing in Schedule II). If a prospective investor's subscription application is accepted, the investor shall be allotted and issued with one Block of Index Securities for each Basket of Shares delivered by that investor, on the listing date.

Where an investor elects to subscribe for cash, the minimum subscription in respect of Index Securities under the Initial Offer shall be an amount of R1 000. Subscriptions for cash shall be based on the maximum amount (in Rands) which an investor invests in Index Securities rather than a function of the number of Index Securities acquired by an investor in terms of that subscription. The number of Index Securities issued to a subscriber for cash under the Initial Offer will be determined by the amount which that subscriber invests as a fraction of the cost to the Trust of acquiring the Underlying Portfolio.

Following the closing date of the Initial Offer there shall be a ramp up period during which the Trust shall acquire the Underlying Portfolio. The duration of the ramp up period shall depend upon prevailing market liquidity and the aggregate value of the cash subscriptions received under the Initial Offer. The cash subscription price under the Initial Offer shall only be capable of determination on expiry of the ramp up period, once the Trust has acquired the Underlying Portfolio and will be a function of the *pro rata* cost to the Trust of acquiring the Underlying Portfolio. The cash subscription price and the number of Index Securities issued per R1 000 cash subscription will only be announced at the end of the ramp up period. At the end of the ramp up period the Manager will publicly announce the number of Index Securities issued per R1 000 subscription, as well as the basis on which Index Securities were allocated in terms of the Initial Offer. Index Security statements evidencing the relevant allocation and issue of Index Securities, shall be posted to successful applicants by registered post within 14 (fourteen) days at the end of the ramp up period. Although the basis of allocation will be publicly announced at the end of the ramp up period, applicants will only be informed of their individual allocations on receipt of their Index Security statements. Accordingly, applicants who deal prior to the receipt of their Index Security statements do so at the risk of selling Index Securities in respect of which they have not received a confirmation of allocation.

Pages 23 to 25 set out details of the Initial Offer, including the application procedure in terms of the Initial Offer.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Opening date of the Initial Offer (09:00)	28 January 2002
Closing date of the Initial Offer (16:00)	8 February 2002
Listing date:	15 February 2002
Announcement of Initial Offer price in respect of cash subscriptions, announcement of basis of allocation of Index Securities	At the end of the ramp up period
Index Security statements posted within 14 days of listing date	

DEFINITIONS

In this Offering Circular the following words and phrases shall have the meanings indicated below and related words or phrases shall have corresponding meanings:

“Act”	means the Companies Act, 1973 (Act 61 of 1973), as amended;
“Articles”	means the articles of association of IndexCo;
“Asset Management Agreement”	means the agreement entered into between the Manager and the Asset Manager dated 18 January 2002;
“Asset Manager”	means Sanlam Investment Managers (Proprietary) Limited (SIM);
“Basket Price”	means the aggregate quoted market price from time to time of the shares contained in a Basket;
“Basket of Shares” or “Basket”	means, in the context of Index Securities, a portfolio of shares which comprises the minimum number of shares of each of the Constituent Companies contained in the Index (in substantially the same weightings as they are included in the Index) that can be acquired with an amount of money having a Rand value equal to 1 000 times the Index level. The composition of specific Baskets can be obtained from the Manager on any Trading Day and will be published by the JSE on a daily basis;
“Block”	means, in respect of Index Securities (as at the date of issue of this Circular) 1 million Index Securities;
“Business Day”	means any day other than a Saturday, a Sunday or an official public holiday in the Republic of South Africa;
“Circular” or “Offering Circular”	means the circular comprised by this document (including any schedules hereto);
“Company” or “IndexCo”	means IndexCo III Limited, registration number 2000/009176/06, a public company incorporated in the Republic of South Africa, the entire issued share capital of which is held by the JSE and certain of its executive officers;
“Constituent Company”	means a company whose shares are included within the Index;
“Controlled Client”	means a client whose funds and uncertified securities are under the control of a CSM or a CSA or whose settlements take place via the CSDP of the member as if the client’s funds or uncertified securities were under the control of a CSM or a CSA;
“CSA”	Custody and Settlement Agent;
“CSD”	an institution established to hold equities, debt or both and to effect transfers between accounts, typically by book-entry;
“CSM”	Custody and Settlement Member;
“CSDP”	Central Securities Depository Participant;
“Directors”	means the board of directors of IndexCo including any duly constituted committee thereof;

“Distribution Amount”	means the amount of income, calculated as at a particular date, received or receivable by the Trust and available for distribution to Holders of Index Securities (generally dividends, manufactured dividends, securities lending revenue and interest earned less fees and expenses incurred since the last distribution effected by the Trust);
“Divisor”	means the number divided into the aggregate market value of the shares included in an Index to calculate the Index level;
“FSB”	means the Financial Services Board established in terms of the Financial Services Board Act, 97 of 1990;
“Holder” or “Security Holder”	means a holder of Index Securities;
“Index”	means the JSE/Actuaries Industrial 25 Top Companies Index. (or the FTSE/JSE Africa Industrial index). The composition of the Index as at the date of issue of this Circular is detailed in Schedule I;
“Index Level”	means the level of the Index calculated every 120 seconds during a Trading Day by dividing the Divisor into the aggregate market value of the shares included in the Index;
“Index Securities”	means index tracking securities, issued by IndexCo in accordance with this Circular;
“Initial Offer”	means the offer to the public of Index Securities more fully described on pages 23 to 25 of this Circular;
“JSE”	means the JSE Securities Exchange South Africa;
“Manager”	means IndexCo Managers (Proprietary) Limited, registration number 2000/023570/07;
“Management Agreement”	means the agreement dated 18 January 2002 between the Company and the Manager;
“Net Asset Value”	means, in respect of the Trust, the net asset value of the Trust, calculated as set out on page 20 below;
“Net Asset Value per Index Security”	means the net asset value of an Index Security calculated by dividing the Net Asset Value of the Trust by the number of Index Securities in issue;
“Non-controlled Client”	Means a client other than a controlled client who has appointed his own CSDP;
“Prescribed Number”	means that number of Baskets of Shares which an investor is obliged to deliver in order to subscribe <i>in specie</i> for a single Block of Index Securities, alternatively the number of Baskets which a Holder will receive on exercise of the delivery rights attaching to a Block of Index Securities. As at the date of issue of this Circular and in respect of the Initial Offer the Prescribed Number is 1 (one) Basket. The number of Baskets constituting the Prescribed Number shall be available from the Manager on request on any Trading Day;
“Service providers”	means all the entities that perform essential functions including asset management, administration and any other functions necessary in relation to the daily management of the Index Securities;
“Trading Day”	means a day on which trading takes place on the JSE;

“Trust” means the Satrix INDI Trust, a discretionary trust registered with the Master of the High Court, holding the Underlying Portfolio in respect of issued Index Securities; and

“Underlying Portfolio” means the underlying portfolio of securities held by the Trust consisting substantially of securities of the Constituent Companies in substantially the same weightings as they are included in the Index.

INVESTMENT OBJECTIVES AND POLICIES

INTRODUCTION

IndexCo has been formed to provide investors with an opportunity to acquire Index Securities. IndexCo has obtained the approval of the JSE for the listing of Index Securities, intended to track the Index. Index Securities are designed to enable Holders to obtain market exposure to the Constituent Companies comprising the Index in an easily tradable form as listed securities tradable on the JSE (or any other licensed exchange on which Index Securities may be listed) and to replicate, as far as possible, the price and yield performance of the Index. This replication is referred to as “tracking”.

IndexCo has been authorised by the FSB to issue Index Securities tradable on the JSE or any other stock exchange.

Index Securities comprise a contract concluded between IndexCo and the Holder for the delivery by IndexCo of a Basket of Shares, against demand by the said Holder, provided that such Holder simultaneously exercises the delivery rights in respect of a whole Block of Index Securities and provided further that, in the unlikely event that there is at any stage a real risk that IndexCo will not be able to meet the delivery obligations attaching to all the Index Securities in issue at that time, IndexCo will be entitled to place a moratorium on the exercise by Holders of the delivery rights attaching to issued Index Securities. IndexCo shall not, in any given year, suspend the right to exercise such delivery rights for more than 60 Trading Days in the aggregate. Such a moratorium will in no way affect the tradability of Index Securities in the ordinary course on the JSE. The terms of the contract constituting an Index Security are more fully set out in the subscription application forms attached to this Circular.

STRUCTURE

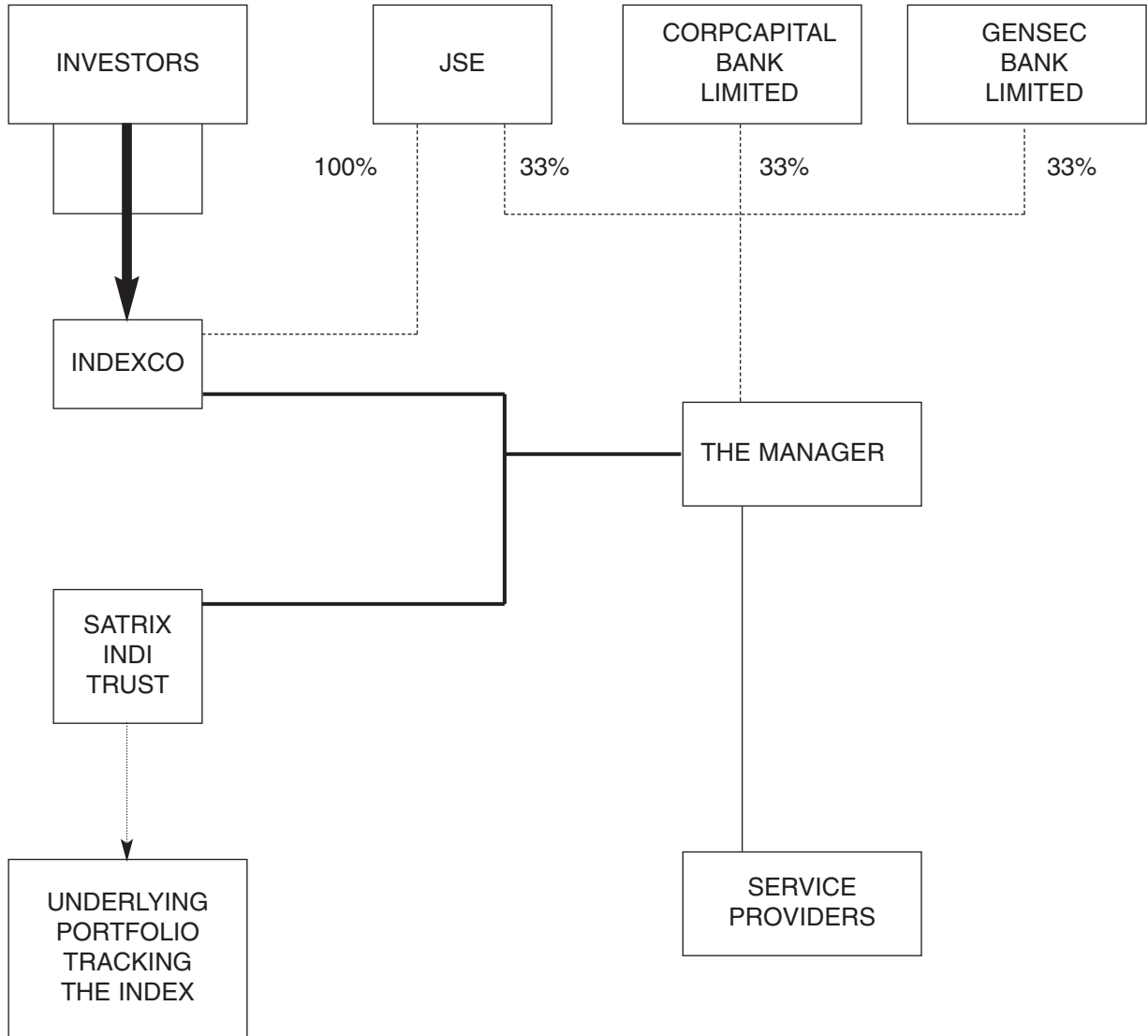
IndexCo is a public limited liability company duly registered and incorporated in accordance with the laws of the Republic of South Africa. The entire issued share capital of IndexCo is held by or on behalf of the JSE. IndexCo is the entity with whom the contracts comprising the Index Securities will be concluded. Index Securities enable the Holders thereof to track the Index. The Underlying Portfolio in respect of the Index will be housed within the Trust in respect of which IndexCo will be the principal capital beneficiary. The board of trustees of the Trust will be appointed by the Directors of IndexCo and all corporate governance issues applicable to IndexCo shall equally apply to the administration of the Trust.

The potential income beneficiaries of the Trust will comprise IndexCo together with all Holders of Index Securities. It is anticipated that the Trust will effect quarterly distributions of any net income within the Trust which is available for distribution and that Holders will participate on a *pro rata* basis in any such distribution.

Holders will also be discretionary capital beneficiaries of the Trust. The Trust will be entitled to award the net capital gains earned by it from tracking activities to one or more Holders, to avoid the Trust paying capital gains tax at the higher rate applicable to trusts. It is not envisaged that net capital gains will be significant, or that awards will be made to Holders in general, but no undertakings can be given in this regard. To the extent that an award of net capital gain is made to a Holder, the cost of the Index Securities held by that Holder will be increased by the amount of the award, and no cash distribution will be made to the said Holder with respect to the award of the net capital gain.

ALTHOUGH THE UNDERLYING PORTFOLIO WILL BE HELD BY THE TRUST, HOLDERS WILL HAVE NO RIGHTS WHATSOEVER AGAINST THE TRUST OR IN RESPECT OF ITS ASSETS OR THE INCOME EARNED FROM THOSE ASSETS. THE TRUST IS A DISCRETIONARY TRUST ESTABLISHED SOLELY TO PROVIDE INDEXCO WITH A MEANS OF HEDGING ITS CONTRACTUAL OBLIGATIONS TO HOLDERS. THE RELATIONSHIP BETWEEN THE TRUST AND INDEXCO DOES NOT CONFER ANY RIGHTS ON HOLDERS. THE CONTRACTUAL RIGHTS EMBODIED IN INDEX SECURITIES ARE EXERCISABLE SOLELY AGAINST INDEXCO.

A diagrammatic representation of the structure is set out below:



KEY:

- - - - - Shareholding
- Index securities
- Contractual relationship
- - - - - Ownership

INVESTMENT OBJECTIVE OF THE TRUST

The investment objective of the Trust is to track the Index and to match, on any given day, as closely as possible, IndexCo’s contractual obligations under the delivery rights attaching to Index Securities.

INVESTMENT POLICIES OF THE TRUST

The Trust will pursue the objective of replicating, as far as possible and practicable, the price and yield performance of the Index, by holding a portfolio that substantially represents all of the component securities of the Index in substantially the same weighting as they are included in the Index. The composition of the Trust's Underlying Portfolio will be adjusted periodically to conform to changes in the composition and weighting of the securities in the Index so as to ensure that the composition and weighting of the Underlying Portfolio are a reflection of the composition and weighting of the securities contained in the Index. The Trust's ability to replicate the price and yield performance of the Index will be affected by the costs and expenses incurred by the Trust. It will not always be possible for the Trust to replicate and maintain exactly the composition and weighting of the Index, due not only to changes in the Index, but also because the Trust will have operating expenses whereas the Index does not, and for the reasons set out on pages 16 to 18 of this Circular.

The Trust will not be managed according to traditional methods of active management, which involve the buying and selling of securities based on economic, financial and market analysis and investing judgement. Instead the investment objective and style will be full replication of the Index. As a result the financial or other condition of any Constituent Company will not result in the elimination of its securities from the Underlying Portfolio, unless the securities of such company are removed from the Index.

The Asset Manager shall be entitled, in its sole discretion, to employ such investment techniques and instruments as will most efficiently give effect to the stated investment policies and objectives of the Trust.

It is anticipated that ancillary liquid assets will not form a substantial part of the Trust's assets. However any liquid assets held by the Trust, may be invested in short-term investments such as banker's acceptances and certificates of deposit.

The investment objectives and policies of the Trust will be adhered to, and in the absence of any unforeseen circumstances, will not be altered. Any change in the investment objectives and policies will be subject to the prior approval of the trustees of the Trust. In the event of a change in the investment objectives and investment policies of the Trust, reasonable notice thereof will be given by IndexCo to Holders of Index Securities to enable such Holders to redeem their Index Securities prior to implementation of the change.

REBALANCING OF THE UNDERLYING PORTFOLIO HELD BY THE TRUST

As the investment objective of the Trust is to track closely the price and yield performance of the Index, any change to the Index (for example a change in the composition of the Index and/or in the weighting of the securities within the Index) will require the Trust to make corresponding adjustments to the Underlying Portfolio from time to time. The Manager may adjust the composition and/or weighting of the securities held in the Trust's Underlying Portfolio from time to time and shall, to the extent practicable, conform to changes in the composition and/or weighting of the securities within the Index in a manner as speedy and effective as possible. Adjustments to the Underlying Portfolio held by the Trust may be required when, for example, corporate events occur which result in a change in the composition and/or weighting of the Index, or which affect the nature of the securities in issue and held by the Trust.

Although the investment objective of the Trust is to provide investment results which track the performance of the Index, it will not always be possible or efficient to replicate the composition and/or weighting of the Index precisely if the transaction costs incurred by the Trust in adjusting its portfolio would exceed the expected misweighting. Accordingly, minor misweightings will generally be permitted.

The Asset Manager will, ultimately, rely on the JSE for information as to the composition and/or weighting of the Index. If the Asset Manager is unable to obtain or process such information on any Business Day, then the composition and/or weighting of the Index most recently published will be used for the purposes of all adjustments.

DISTRIBUTIONS

It is anticipated that the Trust will effect quarterly distributions of income, commencing on 28 March 2002. All such distributions will be paid out of the Trust's income (whether in the form of dividends, manufactured dividends, interest or otherwise), net of expenses. In addition the Trust shall be entitled to award net capital gains earned by the Trust in a financial year to Holders.

Distributions will be paid by electronic transfer to a Holder's account, details of which the Holder will be required to provide to the Manager. The costs of paying distributions by electronic transfer will be passed to Holders. Details of any change in the account into which distributions are to be paid, must be supplied to the Manager at least 10 Business Days before the date on which a distribution is payable, in order for the distribution to be paid into that account. Any distribution which is unclaimed for a period of three years from the date on which it became payable, shall be forfeited and shall become the property of the trustees of the Trust, in their capacity as such.

LISTING OF INDEX SECURITIES

The JSE has granted a listing of Index Securities on the Traded Index Funds sector of the JSE with effect from 15 February 2002.

The purpose of the proposed listing of the Index Securities on the JSE (and any other licensed exchange on which the Securities may be listed) is to enable Holders to buy and sell Index Securities on a recognised stock exchange. Any transactions in Index Securities on a stock exchange will be subject to the customary brokerage commissions and/or transfer taxes associated with the trading and settlement of securities through the relevant stock exchange. as possible, IndexCo's contractual obligations under the delivery rights attaching to Index Securities.

RISK FACTORS

Investors' attention is drawn to the risk factors relating to any investment in Index Securities, a number of which are set out below. It should, however, be borne in mind that this does not purport to be an exhaustive list of the risk factors relating to any investment in Index Securities.

INVESTMENT RISK

There can be no assurance that the Trust will achieve its investment objective as set out in the section entitled "Investment objectives and policies".

The Net Asset Value of Index Securities will rise and fall as the capital value of the Underlying Portfolio held by the Trust fluctuates.

The total return achieved on Index Securities will be impacted upon by the total return achieved on the Underlying Portfolio held by the Trust and the return achievable on Index Securities can be expected to fluctuate in response to changes in the total return achieved by the Underlying Portfolio. It should be noted that the price at which the Index Securities trade could differ from the Index Level, as the Index published by the JSE is not a total return index (i.e. the dividend distributions are not taken into account).

The Trust may not be able to replicate the performance of the Index exactly, because the total return generated by the Underlying Portfolio held by the Trust will be reduced by certain costs and expenses incurred by the Trust. Such costs and expenses are not incurred in the calculation of the Index.

The Trust may not fully replicate the performance of the Index owing to the temporary unavailability of certain securities in the secondary market or owing to other extraordinary circumstances, and accordingly there may be a deviation from the precise weighting of the Index.

Where securities comprising the Index are suspended from trading, or where other market disrupting events occur, it may not be possible to rebalance the Underlying Portfolio held by the Trust and this may lead to a tracking error.

There is a risk that IndexCo will exercise its right to place a temporary moratorium on the exercise by Holders of the delivery rights attaching to Index Securities. In any given year IndexCo shall not suspend the delivery rights attaching to Index Securities for more than 60 Trading Days in aggregate. The imposition of any such moratorium shall not affect the tradability of Index Securities on the JSE.

INDEX RISK

There is no assurance that the Index will continue to be calculated and published on the same or a similar basis for an indefinite period. The Index was created by the JSE as a measure of market performance and not for the purpose of trading in Index Securities. Accordingly, the JSE, as proprietor of the Index may adjust the Index without having regard to the particular interests of Index Security Holders.

If for any reason the Index ceases to exist then if, in the reasonable opinion of the Directors, there is a successor Index composed and weighted according to substantially similar criteria as are applied with respect to the Index, the Underlying Portfolio held by the Trust shall be adjusted to track the agreed successor Index.

If in the reasonable opinion of the Directors there is not an appropriate successor to the Index, then the Trust will continue to hold the Underlying Portfolio which it held at close of trading on the last day on which the Index was in existence. Index Securities will thereafter track the price and yield performance of that particular Underlying Portfolio, which will thereafter cease to be adjusted. Exercise of the delivery rights attaching to a Block of Index Securities will, in these circumstances, give rise to the right to claim delivery of a Basket as constituted on the last day on which the Index was in existence. The fact that the Index ceases to exist will not effect the tradability of Index Securities on the JSE.

The past performance of the Index is not necessarily a guide to its future performance.

SECONDARY TRADING RISK

There can be no certainty as regards the liquidity in Index Securities on the JSE or that the market price of an Index Security will be the same (or substantially the same) as its Net Asset Value.

There can be no guarantee that, once Index Securities are listed on a stock exchange, they will remain listed.

TAXATION

The purpose of this paragraph is to identify in general terms the South African tax issues surrounding Index Securities and the holding of Index Securities. This paragraph is not intended to, and shall not be construed as, constituting tax advice or a tax opinion. Prospective investors in Index Securities should obtain their own tax advice on the tax treatment to be applied to the purchase, holding and eventual disposal by a Holder of Index Securities. Furthermore, only the South African tax implications associated with Index Securities are discussed. Holders who are resident for tax purposes in any jurisdiction other than South Africa should obtain advice as to the taxation of Index Securities in that jurisdiction.

The Directors are of the view that, insofar as Holders are concerned, the purchase, holding and eventual disposal by a Holder of Index Securities should, for taxation purposes, be treated according to all the usual and applicable rules relating to the categorisation of an asset and its return as capital/revenue in the hands of a Holder. Accordingly, if Index Securities are acquired in a scheme of profit-making, the profit or loss arising on a disposal of the Index Securities is likely to be of a revenue nature. If Index Securities are acquired for the purpose of deriving income, any such profit or loss is likely to be of a capital nature. Whether such capital or revenue profit or loss will be taxed, or qualify for a deduction, in the hands of the Holder will depend on various factors, peculiar to each Holder. These factors include the country of residence of the Holder and whether or not the Holder is exempt from the payment of income and/or capital gains tax.

Holders of Index Securities will, for so long as they remain Holders, be discretionary income and capital beneficiaries of the Trust.

The Trust is a discretionary trust and as such income accruing to the Trust will be taxed in the hands of the Trustees, unless the Trustees exercise their discretion to award income to Holders as beneficiaries. To the extent that income is awarded to beneficiaries in the same year that it accrues to or is received by the Trust, the Directors are of the view that the conduit principle will apply, and that such income will fall to be taxed in the hands of the beneficiaries, in terms of section 25B of the Income Tax Act 51 of 1962, as amended, ("the Income Tax Act"). Due to the application of the conduit principle, income awarded to beneficiaries will retain its character. Income earned by the Trust which may be distributed to beneficiaries could include interest, dividends, manufactured dividends and scrip lending fees. All such income will, in the opinion of the Directors, be of a revenue nature and as such shall fall to be included in the gross income of a Holder. It is likely that most dividends earned by the Trust and awarded to Holders will qualify for the exemption contained in section 10(1)(k) of the Income Tax Act. Furthermore, for non-resident Holders, interest earned by them which is not effectively connected with a business carried on by that non-resident within South Africa should be exempt from income tax pursuant to the exemption in section 10(1)(hA) of the Income Tax Act. Non-resident Holders who are resident in a country with which South Africa has a double tax treaty may also qualify for tax relief under the provisions of that treaty.

The Trust is a discretionary trust and, as such, the capital gains of the Trust will be taxed in the hands of the Trustees, unless the Trustees exercise their discretion to award capital gains to Holders, as beneficiaries. To the extent that capital gains are awarded to beneficiaries in the same year that such gains arise in the Trust, paragraph 80 of the Eighth Schedule to the Income Tax Act and the conduit principle outlined above will apply. Accordingly, the capital gains will be taxed in the hands of the beneficiaries. The one exception to the conduit principle is in respect of non-resident beneficiaries. The conduit principle does not apply to capital gains awarded to non-resident beneficiaries and, irrespective of such award, the capital gains tax in respect of capital gains awarded to non-resident beneficiaries will be payable by the Trustees, at the rate applicable to trusts.

It is envisaged that the capital gains earned by the Trust will arise exclusively as a result of transactions entered into by the Trust to ensure that the Trust complies with its objective to track the Index. Such tracking profits are incidental and not worked for and, as such, it is the view of the Directors that they are of a capital nature. It is possible, however, that they will be held to be of a revenue nature, in which case they will constitute income of the Trust.

It is not envisaged that the net capital gains of the Trust will be significant, or that awards will be made to Holders in general, but no undertakings can be given in this regard. To the extent that an award of a capital gain is made to a Holder, the cost of the Index Securities held by that Holder will be increased by the amount of the award.

OPERATIONAL RISKS

If shares in Constituent Companies are suspended or cease trading for any reason, the suspended shares will not be delivered to a Holder exercising his right to take delivery of a Basket of Shares until the suspension on trading in respect of those shares is lifted.

If the computer systems or other facilities of the JSE is disrupted or malfunction, calculation of the Index level may be delayed and trading in Index Securities may be suspended for a period of time.

Adjustments to the Underlying Portfolio held by the Trust (necessitated by adjustments to the Index) could affect the underlying market in shares of Constituent Companies which in turn would be reflected in the Index level and the Basket Price. Similarly, issues of Index Securities may result in an impact on the market for shares of a Constituent Company caused by buying or borrowing of shares of a Constituent Company to constitute Baskets of Shares for deposit with the Trust on issue of the Index Securities, or by virtue of the Trust purchasing shares in Constituent Companies in acquiring its Underlying Portfolio.

The Trust may have realised capital gains at the end of a tax period which may result in the Trust being liable for Capital Gains Tax on net realised capital gains if these are not awarded to Holders. The payment of the tax will require the Trust to apply income (and if the income of the Trust is insufficient, to realise securities held within the Trust's portfolio) to discharge the tax, unless the Trust awards the capital gain to Holders.

The trustees of the Trust are permitted to engage in or authorise securities lending in respect of securities held by the Trust, provided that adequate collateral is obtained from borrowers. If a borrower of securities from the Trust fails to perform its obligations, the Trust may be unable to recover the loaned securities. However, given the quality and value of the collateral security which the Trust is required to obtain for such loans, the fact that such collateral will be marked to market on a daily basis and supplemented immediately if deficient, and given the institutional nature of the borrowers to whom the Trust proposes to lend its securities, this risk is, in the view of the Directors, extremely low.

MANAGEMENT AND ADMINISTRATION

THE BOARD OF DIRECTORS

The Directors of IndexCo are all non-executive. The full names, ages, addresses and occupations of the Directors are set out below:

Name	Age	Qualifications	Business address	Occupation and experience
Russell Mark Loubser	51	CA(SA); MCom	JSE Exchange Square 2 Gwen Lane, Sandown	Chief Executive Officer of the JSE (appointed 1997); Executive Director in charge of financial markets at RMB (1989 –1996); previous chairman of SAFEX
Gary Charles Clarke	35	BA, LLB	JSE Exchange Square 2 Gwen Lane, Sandown	Member of the JSE's executive committee; JSE Company Secretary; joined the JSE in 1998
Nicola Francis Newton-King	35	BA, LLB, LLM	JSE Exchange Square 2 Gwen Lane, Sandown	Member of the JSE's executive committee; Director of New Business and General Counsel at the JSE; previously a partner in the Financial Services Unit of Webber Wentzel Bowens attorneys
Leanne Violet Parsons	36	BCom	JSE Exchange Square 2 Gwen Lane, Sandown	Member of the JSE's executive committee; Director of strategy formulation
Freda May Evans	43	CA(SA)	JSE Exchange Square 2 Gwen Lane, Sandown	Member of the JSE's executive committee; General Manager Finance and Human Resources: Joined JSE in November 2000. Previously a Financial Director of subsidiaries of a listed group for 6 years

THE TRUSTEES

The trustees of the Trust have been appointed as independent trustees by the Directors of IndexCo. The Trustee of the Trust is Webber Wentzel Bowens Trustees III (Proprietary) Limited, registration number 2000/026056/07, 10 Fricker Road, Illovo 2196 (PO Box 61771 Marshalltown 2107). The full names, ages, addresses and occupations of the directors of the trustee are set out below.

Name	Age	Qualifications	Business address	Occupation and experience
John Meredith Bellew	39	BCom LLB (Natal)	10 Fricker Rd Illovo 2196	Attorney
Johann Willem Scholtz	38	BLC LLB (Pret) LLM (Cantab)	10 Fricker Rd Illovo 2196	Attorney

THE MANAGER

IndexCo Managers (Proprietary) Limited has been appointed as the Manager of IndexCo and the Trust on the terms set out in the Management Agreement. Under the terms of the Management Agreement, the Manager is responsible for the management and administration of the Trust, subject to the overall supervision of the trustees.

The Manager is a private limited liability company, the shares of which are held equally by the JSE, Corpcapital Bank Limited and Gensec Bank Limited. The Manager's main business is the provision of fund management and administration services to IndexCo and the Trust, and to similar entities.

The board of directors of the Manager comprises of Russell Mark Loubser and Freda May Evans of the JSE, Adam Peter Lindsley Bunkell and Michael Fitzclarence Brown of Gensec Bank Limited and Temi Chidi Ofong and Leon Sanderson of Corpcapital Bank Limited.

The Management Agreement provides for the appointment of the Manager on an evergreen basis. Notwithstanding the foregoing, the Management Agreement may be terminated at any time by either party in the event of the other party failing to remedy a breach of the Management Agreement within 30 days of having been requested to do so. The Management Agreement may be terminated at any time by IndexCo or the Trust in the event that the Manager is liquidated (whether provisionally or finally) or placed under judicial management.

The Manager shall be liable for any loss suffered by the Trust in connection with the performance of its obligations under the Management Agreement resulting from fraud, wilful default or gross negligence on the part of the Manager or in connection with the performance or non-performance of, or the reckless disregard by the Manager of its obligations and duties under the Management Agreement. IndexCo and the Trust indemnify the Manager against all liabilities, damages, costs, claims and expenses (including the reasonable fees of its professional advisors and amounts reasonably paid in settlement) incurred by the Manager in the performance or non-performance of its obligations and duties under the Management Agreement except where the loss arises from the fraud, wilful default or gross negligence by the Manager in the performance or non-performance of its obligations and duties or from the reckless disregard by the Manager of its obligations and duties under the Management Agreement.

THE ASSET MANAGER

The Manager has delegated responsibility for the investment and re-investment of the Trust's assets to Sanlam Investment Managers (the "Asset Manager") in terms of the Asset Management Agreement. The Asset Manager will be responsible to the Manager for the investment management of the assets of the Trust in accordance with the investment objectives and policies described in this Circular (as it may be amended or supplemented from time to time) subject always to the supervision and direction of the trustees and the Manager.

The Asset Manager will not be liable for any losses sustained by reason of the adoption of any investment policy set out in this Circular, but nothing will protect the Asset Manager against liability to the Manager or IndexCo by reason of the fraud, wilful default, recklessness or gross negligence of the Asset Manager in respect of its obligations or functions under the Asset Management Agreement. The Asset Management Agreement provides for the appointment of the Asset Manager for an initial period of two years and shall continue thereafter unless terminated by any party on not less than 90 days notice to the other, provided that the Asset Management Agreement may immediately be terminated at any time by either party in the event that the other party goes into liquidation or is unable to pay its debts or commits an act of insolvency or commits a material breach of the Asset Management Agreement and fails to remedy the breach within 30 days of being requested to do so, or if the Asset Manager ceases to be permitted under the applicable laws and regulations to act as such.

DETERMINATION OF NET ASSET VALUE

The Manager shall procure that the Net Asset Value per Index Security is determined at close of trading on each Trading Day. The Net Asset Value of each Index Security shall be calculated by deducting the liabilities of the Trust from the assets of the Trust (thereby deriving the Net Asset Value of the Trust) and dividing the Net Asset Value of the Trust by the number of Index Securities in issue. The Net Asset Value per Index Security may be adjusted to the nearest cent at the discretion of the Manager. The value of the assets of the Trust shall be determined as set out below.

Assets listed or traded on a regulated market for which market quotations are readily available shall be valued at the official closing trading price on the relevant market for such investment on the Trading Day immediately preceding the relevant Trading Day in respect of which the valuation is being effected.

If an asset is listed or traded on several regulated markets, the official closing trading price on the regulated market which, in the opinion of the Manager, constitutes the main market for such asset, will be used.

In the event that, on the relevant Trading Day, any assets are not listed or traded on any regulated market and market quotations are not readily available or if, in the opinion of the Manager (or its duly appointed agent), the official closing prices of certain assets do not reflect the fair value of those assets, then such assets shall be valued at their probable realisation value determined by the Manager (or its duly appointed agent) with care and good faith. Such probable realisation value will be determined:

- (a) by using the original purchase price; or
- (b) where there have been subsequent trades with substantial volumes, by using the last traded price (provided that the Manager considers such trades to have been at arms-length); or
- (c) where the Manager believes the asset in question has suffered a diminution in value, by using the original purchase price which shall be discounted to reflect such diminution; or
- (d) on the basis of the probable realisation value (estimated with care and in good faith) as may be recommended by a competent professional appointed by the Manager for such purpose.

Cash and other liquid assets will be valued at their face value with interest accrued, where applicable. Any Distribution Amount within the Trust shall form part of the assets of the Trust for the purposes of calculating Net Asset Value of the Trust.

In the event of it being impossible or impractical to carry out a valuation of a specific asset/investment in accordance with the valuation rules set out above, or if such valuation is not representative of the fair market value in the context of marketability and such other considerations which are deemed relevant, the Manager is entitled to use other generally recognised valuation methods in order to reach a proper valuation of that specific asset/investment.

FEES, COSTS AND EXPENSES

The SATRIX INDI Trust is responsible for all of its fees, costs and expenses and any costs and expenses of IndexCo which may be allocated to it. These fees, costs and expenses may include the fees, costs and expenses of: (i) management, administration, advisory and other third party services; (ii) preparation, printing and posting of offering documents and reports to Holders and any Government or regulatory agencies; (iii) taxes (including Value-Added Tax, stamp duty and marketable securities tax); (iv) commissions and brokerage fees; (v) auditing and legal fees; (vi) insurance premiums, (vii) the costs and expenses of listing and maintaining a listing of SATRIX INDI Index Securities on stock exchanges, and (viii) certain other operating expenses.

The fees, cost and expenses of the SATRIX INDI Trust will be paid out by the Manager. The SATRIX INDI Trust will reimburse the Manager in respect of the annual expenses of the SATRIX INDI Trust paid by the Manager. The SATRIX INDI Trust will pay the Manager an annual fee of 5% calculated on the actual annual expenses paid by the Manager on behalf of the SATRIX INDI Trust during the preceding year, including the costs of sub-contracting certain of the management services.

For the purpose of this section “annual expenses” means all fees, costs and expenses connected with the establishment, management and operation of IndexCo and the SATRIX INDI Trust and the assets within the SATRIX INDI Trust, including, but not limited to, the fees and reasonable out-of-pocket expenses of the Manager, fees and expenses incurred in relation to preparing, printing and distributing offering documentation and reports (if any) to Holders, the costs and expenses of listing and maintaining a listing of the SATRIX INDI Index Securities on any stock exchange on which SATRIX INDI Index Securities are listed, professional fees and expenses, annual audit fees, marketing expenses, insurance premiums and trustees fees. It is recorded that the JSE has not charged IndexCo or the Satrix INDI trust for the granting by the JSE of permission to use the name “INDI 15” and permission to track the INDI 15 Index, but reserves the right to do so in the future, in which event this cost will be included in “annual expenses”.

The annual expenses will not include any taxation (including stamp duty or marketable securities tax) for which the SATRIX INDI Trust may be liable, commissions and brokerage fees incurred with respect to the SATRIX INDI Trust’s investments, and any extraordinary or exceptional costs and expenses as may arise

from time to time (such as litigation in relation to IndexCo or the SATRIX INDI Trust). These costs will be charged directly to the SATRIX INDI Trust (or IndexCo, as the case may be).

It should be noted that if and to the extent that the actual income yield (net of expenses) actually achieved on the Underlying Portfolio held by the SATRIX INDI Trust (between Record Dates) exceeds the hypothetical dividend yield (for that same period) calculated on a portfolio of securities made up of as many Baskets (pro rata) as results for dividing the total number of SATRIX INDI Index Securities in issue at the time by 1 000 000, such excess return (or outperformance) shall accrue to the Vested Beneficiaries.

The following are the significant fixed costs anticipated to be incurred by the SATRIX INDI Trust on an annual basis:

- asset management fees: 10 basis points (0,1%) of the SATRIX INDI Trust's total assets; and
- administration fees: 3 basis points (0,03%) of the SATRIX INDI Trust's total assets.

The remainder of the anticipated costs are variable, but the total is not anticipated to exceed 50 basis point per year (i.e. 0,50%).

SUBSCRIPTIONS

PARTICULARS OF THE INITIAL OFFER

IT SHOULD BE NOTED THAT THIS CIRCULAR DOES NOT CONSTITUTE AN OFFER IN ANY AREA OR JURISDICTION IN WHICH IT IS ILLEGAL TO MAKE SUCH AN OFFER. IN SUCH CIRCUMSTANCES, THIS CIRCULAR AND ANY APPLICATION FORM ATTACHED TO IT ARE FOR INFORMATION PURPOSES ONLY.

Expected timetable of principal events

Opening date of the Initial Offer (09:00)	28 January 2002
Closing date of the Initial Offer (12:00)	8 February 2002
Listing Date:	15 February 2002
Announcement of Initial Offer price in respect of cash subscriptions, announcement of basis of allocation of Index Securities	At the end of the ramp up period

Offer structure

The Initial Offer comprises an offer to the public consisting of an offer both to institutional investors and to retail investors.

There is no maximum number of Index Securities which may be issued in terms of the Initial Offer.

The subscription price

The subscription price under the Initial Offer may be discharged in one of two ways: in cash or "*in specie*" (i.e. by the delivery of a portfolio of shares constituting one or more whole Baskets of Shares).

Cash subscriptions

Cash subscriptions under the Initial Offer shall be based on the amount (in Rands) which an applicant invests in Index Securities rather than a function of how many Index Securities an applicant acquires in terms of the subscription. The number of Index Securities issued to an applicant for cash will be determined by the amount which that applicant invests as a fraction of the cost to the Trust of acquiring the Underlying Portfolio.

PLEASE NOTE THAT NO LATE APPLICATIONS WILL BE ACCEPTED

Cash subscriptions shall be subject to a minimum subscription of R1 000.

Cash subscribers should complete the application form A accompanying this Offering Circular.

Application forms need to be processed by one of the procedures described below and the processing of the application monies will depend on the arrangement between the applicant and one of the parties mentioned below.

Any controlled client should hand deliver the application form marked "Satrix INDI25 Index Securities – Initial Offer" to his/her broker or , at the risk of the applicant, post the said application form marked "Satrix INDI25 Index Securities – Initial Offer" to the relevant broker who will lodge the application with it's nominated CSDP. Any non controlled client should hand deliver his/her application form marked "Satrix INDI25 Index Securities – Initial Offer" to his/her nominated CSDP who will lodge the application to the CSDP of IndexCo (being Computershare Custodial Services Limited), or, at the risk of the applicant, post the said application form marked "Satrix INDI25 Index Securities – Initial Offer" to his/her CSDP.

Applicants who choose not to utilise the CSDP process may participate in the Issuer Sponsored Nominee program ("ISN"), administered by Computershare Custodial Services Limited. Such applicants should hand deliver their application forms marked "Satrix INDI25 Index Securities – Initial Offer" to Computershare Custodial Services Limited, or, at the risk of the said applicants, post the application form marked "Satrix

INDI25 Index Securities – Initial Offer” to PO Box 61051 Marshalltown 2107. Alternatively, these applicants may apply electronically through the Internet by logging on to www.eipo.co.za and following the procedures as described in the said website.

Applications where the applicant does not have a nominated CSDP and does not want to participate in the ISN (Controlled and Non Controlled clients) should be hand delivered, marked “Satrix INDI25 Index Securities – Initial Offer” to Gensec Trading (Pty) Limited (“participating broker”) or posted, at the risk of the applicant, marked “Satrix INDI25 Index Securities – Initial Offer”, to PO Box 411420, Craighall, 2024. Additional to the subscription application the applicant needs to complete and hand in the form: “Safe custody agreement” that is included at the back of this circular. The applicant will then be treated as a controlled client at the participating broker and the CSDP will be nominated by the participating broker.

Cash investors should be aware that the applicable transaction fee (determinable by reference to Schedule II) will be deducted from any payment accompanying their applications and, accordingly, the net amount will be invested in Index Securities.

The relevant parties mentioned above shall send messages to the transfer secretary advising on the amount of the application received. IndexCo will issue “letters of allocation”, for the total amount subscribed for as per the messages. The “letters of allocation” will be issued on the basis of one letter of allocation for each one Rand received in pursuant to the applications. Applicants’ statements at STRATE will reflect the holding of these “letters of allocation”.

Where any of the relevant parties reject an application, such party shall be responsible for returning any money received by him/her in respect of any unsuccessful or rejected application to the appropriate applicant, as soon as is reasonably possible after the close of the Initial Offer.

Following the close of the Initial Offer, there shall be a ramp up period during which the Trust shall acquire the appropriate Underlying Portfolio. The duration of this ramp up period shall be dependant upon prevailing market liquidity and the aggregate amount received by the Manager in cash subscriptions under the Initial Offer. The cash subscription price, and consequently the number of Index Securities to be issued per R1 000 subscription will only be announced on end of the ramp up period and will be a function of the *pro rata* cost to the Trust of acquiring the Underlying Portfolio. After the ramp up period the Manager shall publicly announce the number of Index Securities allotted and issued per the “letters of allocation” together with details of the basis on which Index Securities were allocated under the Initial Offer. Investors should be aware that transaction fees will be deducted from the subscription amount accompanying their applications, and, accordingly, the relevant subscription amount, less transaction fees, shall be invested in Index Securities. The “letters of allocation” will then be converted to Index securities in accordance with the published conversion ratio. Although the basis of allocation will be publicly announced on the last date of the ramp up period, applicants will only be informed of their actual individual allocations on receipt of their Index Security statements. Accordingly, applicants who deal prior to the receipt of their Index Security statements do so at the risk of selling Index Securities in respect of which they have not received confirmation of an allocation.

If a cash subscription is accepted in part, the balance of the money paid on application (in excess of R15) will be returned to the applicant without interest. Amounts less than R15 will be used to defray costs and expenses incurred by the Trust. On the allotment and issue of Index Securities under the Initial Offer, if it turns out that an applicant’s cash subscription (net of the applicable transaction fee, details of which can be found in Schedule II) is not an exact multiple of the cash subscription price under the Initial Offer, then the applicant in question shall be allotted and issued with so many Index Securities as may be fully paid up out of his subscription application (less the applicable transaction fee), and the balance of the applicant’s cash subscription amount shall be applied to costs and expenses of the Trust. The portion of an applicant’s cash subscription not utilised to acquire Index Securities will not exceed an amount representing the cash subscription price in respect of a single Index Security – in other words it shall be less than a Rand amount equal to approximately 1/1 000th of the Index level.

“In specie” subscriptions

Investors subscribing for Index Securities *in specie*, by the delivery of one or more Baskets of Shares, are obliged to subscribe for Index Securities in Blocks of 1 Million Index Securities.

The subscription price under the Initial Offer in respect of one Block of Index Securities shall be discharged by the delivery of a single Basket of Shares. In addition to the delivery of a Basket, an applicant shall be required to pay, in cash, the applicable transaction fee (details of which can be found in Schedule II).

In specie subscribers under the Initial Offer should complete the application form C accompanying this Circular.

A controlled client should hand deliver the application form marked “Satrix INDI25 Index Securities – Initial Offer” to his/her broker or post it, at the risk of the applicant, marked “Satrix INDI25 Index Securities – Initial Offer” to the broker that will lodge the application with its nominated CSDP.

A non-controlled client should hand deliver his/her application form marked “Satrix INDI25 Index Securities – Initial Offer” to: Computershare Limited, or post it, at the risk of the applicant, marked “Satrix INDI25 Index Securities – Initial Offer” to: PO Box 61051, Marshalltown 2107.

On the closing date of the Initial Offer the relevant CSDP will notify applicants as to whether their respective applications have been accepted or rejected, whether in whole or in part. Such notice will also give details of the exact number of shares in each Constituent Company which the investor is required to deliver in order to be issued with Index Securities allotted to that investor. The investor will be required to instruct its CSDP to deliver the specified shares to the Transfer secretary who will arrange for an off market transaction to have the Basket registered in the name of the Trust, on the close of the IPO for settlement five business days later.

Index Securities will not be issued unless the Manager is satisfied that the relevant securities and the requisite cash amount have been received by it. Index Securities will be registered in the applicant’s name on the listing date and provided that the aforesaid requirements have been fulfilled.

Index Securities will be issued to successful applicants on the listing date. Index Security statements will be issued by the applicants’ CSDPs.

Terms and conditions

All applications to subscribe in terms of the Initial Offer shall be subject to the terms and conditions set out in the appropriate application form.

Application forms must be completed in accordance with the instructions contained therein.

Applications are irrevocable and may not be withdrawn once received by the Manager.

It is recorded that Index Securities are listed securities as defined in section 1 of the Stock Exchanges Control Act, 1985 and that accordingly the provisions of section 140A of the Act (pertaining to the disclosure of beneficial interests in securities) shall apply to Holders of Index Securities.

If a prospective investor is in any way unclear as to the correct procedure to be followed, or the terms and conditions applicable to subscriptions for Index Securities under the Initial Offer, the investor is advised to contact his professional advisors, alternatively to contact the Manager directly on (+27 11) 520-7057.

SUBSCRIPTION FOR INDEX SECURITIES (POST LISTING)

After the Listing Date investors shall be able to acquire Index Securities on any Trading Day in any one or more of the following ways: (i) by subscription *in specie* (ii) by subscription for cash (iii) via the Index Security purchase plan (iv) as purchased on the secondary market.

SUBSCRIPTION *IN SPECIE*

Investors subscribing for Index Securities *in specie*, by the delivery of on or more whole Baskets of Shares, shall be obliged to subscribe for Index Securities in Blocks of 1 Million Index Securities.

The subscription price in respect of one Block of Index Securities comprises two components: the delivery of the Prescribed Number of Baskets and a cash component representing (i) a *pro rata* portion of any Distributable Amount within the Trust as at the subscription date, (ii) any small cash amount that arises as a result from rounding the number of shares to be delivered, and (iii) the transaction fee payable in connection with the subscription (details of which can be found in Schedule II).

At approximately 17:00 (South African time) on each Trading Day the Manager (or his duly appointed agent) will determine the provisional specifications for *in specie* subscriptions for the following Trading Day. The Manager (or his duly appointed agent) will accordingly specify the number of shares of each Constituent Company (rounded up or down at the discretion of the Manager) comprising a Basket as well as the cash component to the subscription price. This information will be available from the Manager upon request.

Application forms for *in specie* subscriptions are available from the Manager on request.

An application form should be accompanied by a cheque or banker's draft for the amount of the applicable transaction fee (to be determined by reference to Schedule II). Postal orders and cash will not be accepted. Electronic transfers may be accepted subject to the Manager's approval. Cheques must be crossed, marked "not transferable" and made payable in favour of Computershare Custodial Services Limited.

Should any cheque or banker's draft be revoked or dishonoured, the Manager (or its duly appointed agent) may, in its absolute discretion, regard the relevant application as revoked, or take such other steps in regard thereto as it deems fit.

The Manager reserves the right to accept or reject any application in whole or in part.

If an application is accepted, the applicant will receive an acknowledgement on the same date to which the application refers confirming that the application has been accepted. This acknowledgement will include the precise details of the securities and the cash amount to be delivered and the details of where they should be delivered by the applicant.

Index Securities shall be issued to applicants when the basket has been transferred in the name of the trust and the required cash amount received.

The settlement period for *in specie* subscriptions for Index Securities shall conform to standard JSE settlement periods.

When an application is rejected, in whole or in part, a proportionate share of the transaction fee paid by the applicant shall be returned to the applicant without interest. Repayments shall be made by cheque or electronic transfer. Payments by electronic transfer will be made within 14 days of the date on which the application was received by the Manager. Payments by cheque shall be posted, by registered post (at the risk of the applicant), within 14 days of the date of receipt by the Manager of the application.

The Manager reserves the right to temporarily close applications.

SUBSCRIPTIONS FOR CASH

IndexCo will issue Index Securities for cash on a monthly basis for the benefit of large investors wanting to invest cash amounts in excess of R10 Million in Index Securities.

Cash subscriptions shall be based on the amount (in Rands) which an applicant invests in Index Securities rather than a function of how many Index Securities an applicant acquires with that subscription. The number of Index Securities issued to an applicant for cash will be determined by the amount which that applicant invests as a fraction of the cost to the Trust of acquiring the appropriate Underlying Portfolio.

Application forms need to be processed by one of the procedures described below and the processing of the application monies will depend on the arrangement between the applicant and one of the parties mentioned below.

A controlled client should hand deliver the application form to his/her broker that will lodge the application with its nominated CSDP.

A non controlled client should hand deliver his/her application form to his/her nominated CSDP who will send a message to the CSDP of IndexCo (being Computershare Custodial Services Limited).

Where an applicant chooses not to utilise the CSDP process, such applicant may participate in the Issuer Sponsored Nominee program ("ISN"), administered by Computershare Custodial Services Limited. Such applicants should hand deliver their application forms to Computershare Custodial Services Limited.

Cash investors should be aware that the applicable transaction fee (determinable by reference to Schedule II) will be deducted from any payment accompanying their application and, accordingly, the net amount will be invested in Index Securities. In addition, an amount equal to the *pro rata* distributable cash in the trust will be deducted from the investment amount.

The relevant parties mentioned above shall send messages to the transfer secretary advising on the amount of the application received. IndexCo will issue "letters of allocation", for the total amount subscribed for as per the messages. The "letters of allocation" will be issued on the basis of one letter of allocation for each one Rand received in terms of the applications. Applicants' statements at STRATE will reflect the holding of the "letters of allocation".

Where any of the above parties reject an application they shall be responsible for returning any money received by them in respect of that application to the appropriate applicant as soon as is reasonably possible after the close of the Initial Offer.

Following the close of the Initial Offer there shall be a ramp up period during which the Trust shall acquire the appropriate Underlying Portfolio. The duration of this ramp up period shall be dependant upon prevailing market liquidity and the aggregate amount received by the Manager in cash subscriptions. The cash subscription price, and consequently the number of Index Securities to be issued will only be announced on the listing date of additional Index Securities and will be a function of the *pro rata* cost to the Trust of acquiring the Underlying Portfolio.

After the ramp up period the Manager shall announce the number of Index Securities allotted and issued per "letter of allocation" together with details of the basis on which Index Securities were allocated under the subscription. Investors should be aware that transaction fees will be deducted from the subscription amount accompanying their application, and accordingly their subscription amount, less transaction fees, shall be invested in Index Securities. The "letters of allocation" will then be converted to Index securities in accordance with the published conversion ratio. Although the basis of allocation will be announced at the end of the ramp up period (if applicable), applicants will only be informed of their actual individual allocations on receipt of their Index Security statements

On the allotment and issue of Index Securities under the subscription, if it turns out that an applicant's cash subscription (net of the applicable transaction fee, details of which can be found in Schedule II) is not an exact multiple of the cash subscription price, then the applicant in question shall be allotted and issued with so many Index Securities as may be fully paid up out of his subscription application (less the applicable transaction fee), and the balance of the applicant's cash subscription amount shall be applied to costs and expenses of the Trust. The portion of an applicant's cash subscription not utilised to acquire Index Securities will not exceed an amount representing the cash subscription price in respect of a single Index Security – in other words it shall be less than a Rand amount, equal to approximately 1/1 000th of the Index level.

The Manager reserves the right to temporarily close applications.

INDEX SECURITY PURCHASE PLAN (TO BE INTRODUCED IN JUNE 2002)

In terms of the Index Security Purchase Plan (the "Purchase Plan"), investors shall have the option of purchasing Index Securities via lump sum payments or a monthly debit order facility. The Purchase Plan is designed for the benefit of retail investors who do not have an existing account with a JSE member. In terms of the Purchase Plan participants will be able to both buy and sell Index Securities through the Purchase Plan Administrator. Details of the Purchase Plan are available from the Manager upon request.

The Manager has appointed TASC Administration (Pty) Limited (the "Purchase Plan Administrator") to administer the Purchase Plan. The Purchase Plan Administrator shall apply amounts received pursuant to the Purchase Plan for the purposes of acquiring Index Securities in the secondary market. The Purchase Plan Administrator will acquire, on behalf of participants, the maximum number of Index Securities that can be purchased in the secondary market, at prevailing market prices, out of the aggregate amount standing to the credit of that participant's account. Index Securities purchased by the Purchase Plan Administrator on behalf of participants shall be registered in a nominee account.

Funds not utilised to purchase Index Securities (which should not, in respect of any single investor, exceed an amount equal to the prevailing market price at which Index Securities are trading, plus the relevant transaction costs) will be held on account for the benefit of that participant, and applied to subsequent purchases. No interest will accrue on any such amounts.

SECONDARY MARKET PURCHASES THROUGH A BROKER

Investors can also acquire Index securities through secondary market purchases at a member of the JSE. These purchases will be affected at the current market price of the securities plus a brokerage fee that is negotiable with the broker.

PROCEDURE FOR TAKING DELIVERY OF A BASKET OF SHARES (REDEMPTIONS)

TAKING DELIVERY OF A BASKET OF SHARES

In addition to being able to sell Index Securities through a trade on the JSE, Holders of a Block of Index Securities shall be entitled to take delivery of the Prescribed Number of Baskets on any Trading Day.

In the unlikely event that there is at any stage a real risk that IndexCo will not be able to meet the delivery obligations attaching to all the Index Securities in issue at that time, IndexCo will be entitled to place a moratorium on the exercise by Holders of the delivery rights attaching to issued Index Securities. IndexCo shall not, in any given year, suspend the right to exercise such delivery rights for more than 60 Trading Days in the aggregate. Such a moratorium will in no way affect the tradability of Index Securities in the ordinary course on the JSE.

As at the date of issue of this Circular, for every Block of Index Securities in respect of which a Holder exercises the delivery rights, that Holder will be entitled to take delivery of one Basket of Shares. In addition to the physical delivery of one or more Baskets of Shares, a holder exercising its delivery rights will be entitled to receive from IndexCo an amount in cash representing its interest in any Distribution Amount within the Satrix Indi Trust. The value of such interest may be determined by multiplying the Distribution Amount by the number of securities held by the holder, divided by the number of securities in issue.

The Index Securities comprising the Block in respect of which the Holder exercises its delivery rights shall be cancelled against delivery of the Prescribed Number of Baskets (together with the appropriate cash amount) to that Holder. The delivery rights attaching to Index Securities may only be exercised in respect of one or more whole Blocks of Index Securities. A transaction fee will be payable by a Holder exercising its delivery rights under Index Securities. Details of the transaction fee appear in the schedule of fees in Schedule II.

A Holder may exercise its delivery rights in respect of one or more whole Blocks of Index Securities on any Trading Day by submitting to its CSDP a surrender form indicating the number of Index Securities to be redeemed. A message will then be forwarded from the applicant's CSDP to the Manager's CSDP (being Computershare Custodial Services). Delivery messages received by the Manager's CSDP prior to 09:30 (South African time) on any Trading Day will, if accepted, be dealt with using the composition of a Basket of Shares representing the relevant Index at close of business on the previous Trading Day. If a delivery message is received by the Manager after the 09:30 deadline for the relevant Trading Day, the delivery message will automatically be submitted for acceptance on the next succeeding Trading Day. If a delivery message is accepted, the relevant Holder will receive confirmation of such acceptance from its CSDP before close of business on the Trading Day on which the Manager's CSDP received the delivery notice. In addition the Holder shall receive confirmation of the number of shares of each of the Constituent Companies comprising the Basket/s to be delivered to that Holder, the amount of cash (if any) which will be paid to it (after taking into account any stamp duty charges incurred in relation to the Basket or Baskets and any transaction fee which may be charged, all of which shall be for the account of the Holder) and details of the account into which such payment shall be made. The cost of any settlement by electronic bank transfer will be passed on to the Holder.

Where IndexCo, for any reason, is unable to deliver any share represented in the Underlying Portfolio to a Holder exercising its delivery rights, IndexCo will exclude that share from the Baskets delivered to the Holder, and will instead pay the Holder an amount in cash equal to the value of that share on the date on which the composition of the Basket was determined (being the Trading Day preceding the date on which the delivery notice was received by the Manager).

The standard settlement period for the delivery of Baskets (and the payment of any ancillary cash amounts) shall be the standard settlement periods applied to securities traded on the JSE in the ordinary course.

Any stamp duty or other transfer duty or tax payable in respect of the exercise by a Holder of the delivery rights attaching to Index Securities shall be for the account of that Holder.

Holders of Index Securities are advised to consult with their broker or securities dealer prior to exercising their delivery rights under their Index Securities.

OTHER

REDEMPTIONS FOR CASH

In addition to being able to dispose of Index Securities in the secondary market (on the JSE) for cash on any Trading Day, the Manager will redeem Index Securities from Holders for cash on any Trading Day providing that the redemption amount is in excess of R10 000 000. In effect the Manager will dispose of the relevant portfolio in the secondary market and cancel the relevant index securities on behalf of the Holder. The Holder will receive an amount in cash equal to the market price at which the Manager is able to dispose of the portfolio, less an administration fee plus a *pro rata* portion of the distributable amount. The administration fee will be a function of the number of Index Securities required to be redeemed. Details of the administration fee are set out full in the schedule of fees appearing in Schedule II.

A Holder requiring the Manager to redeem Index Securities for cash must deliver to its CSDP a properly completed redemption notice who will forward a message to the Manager's CSDP indicating the number of Index Securities to be redeemed.

If a redemption message is accepted, the relevant Holder will receive confirmation of such acceptance from the Manager before close of business on the Trading Day on which the Manager's CSDP received the redemption message. On disposal by the Manager of the portfolio in question, and cancellation of the Index securities, the Holder shall receive confirmation of the price at which the Manager disposed of the portfolio, the applicable administration fee and details of the account into which payment of the proceeds shall be made. The cost of any MST or stamp duty incurred in the disposal of the portfolio as well as the cost of any settlement by electronic bank transfer shall be for the account of the Holder.

TRANSFER OF INDEX SECURITIES

All transfers of Index Securities shall be effected by transfer in writing in any usual or common form and every form of transfer shall state the full name and address of the transferor and the transferee. The instrument of transfer of an Index Security shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the Holder of the Index Security until the name of the transferee is entered into the security register in respect thereof.

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than 30 days in any year.

The Directors may decline to register any transfer of Index Securities unless the instrument of transfer is deposited at the registered office of IndexCo or at such other place as the Directors may reasonably require together with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

CONVERSION OF INDEX SECURITIES

If IndexCo III Limited or its sister companies IndexCo Limited or IndexCo II Limited, which issue index tracking securities similar to Index Securities but over other Indices, have in issue different classes of index tracking securities (tracking different underlying indices) then with the prior consent of the Manager, a Security Holder may convert one or more Blocks of index tracking securities of a particular class into index tracking securities of any other class in issue at the time. There shall be a switching charge attached to such conversion. Conversion will take place in accordance with the following formula:

Where:

$$NS = [(A \times B) - C]/D$$

- NS = the number of new index tracking securities of the different class which will be issued;
- A = the number of Index Securities to be converted (which must total one or more whole Blocks);
- B = the Net Asset Value of one Index Security of the class being converted out of (on the Trading Day immediately preceding the relevant Trading Day);
- C = the applicable switching charge; and
- D = the net asset value of one index tracking security (of the class being converted to) on the Trading Day immediately preceding the relevant Trading Day.

PUBLICATION OF THE PRICE OF THE INDEX SECURITIES

Except where the determination of the Net Asset Value has been suspended, in the circumstances described below, the Net Asset Value per Index Security shall be made available at the office of the Manager on or before the close of business on each Trading Day as well as on the Satrrix website. Such information shall relate to the Net Asset Value per Index Security for the previous Trading Day and is published for information only. Such information shall not constitute an invitation to subscribe for or convert Index Securities at that Net Asset Value.

TEMPORARY SUSPENSION OF VALUATION OF INDEX SECURITIES AND OF SALES, CONVERSIONS AND THE ABILITY TO EXERCISE DELIVERY RIGHTS UNDER INDEX SECURITIES

IndexCo may temporarily suspend the determination of the Net Asset Value and the sale, conversion and/or ability to exercise delivery rights in respect of Index Securities during any period when:

1. any market or stock exchange which is the main market for a significant part of the Trust's investments is closed, or when dealings in any such investments or on any such market or exchange are restricted or suspended;
2. any period when any circumstance exists which makes the disposal or valuation of investments of the Trust not reasonably practicable and seriously detrimental to the interests of the Holders;
3. any period when there is any breakdown in the means of communication normally employed in determining the price of the Trust's investments or when for any other reason the current prices on any market or stock exchange of any investments of the Trust cannot be reasonably, promptly or accurately ascertained;
4. any period when proceeds of the sale or repurchase of Index Securities cannot be transmitted to or from the Company or the Trust's account.

Any such suspension shall be published by IndexCo or the Manager in such manner as it may deem appropriate to the persons likely to be affected thereby. Where practicable, IndexCo shall take all reasonable steps to bring such a suspension to an end as soon as possible.

MARKET MAKERS

The Manager has appointed various market makers to promote liquidity in the market for Index Securities and to ensure that quoted bid and offer prices are available at any given time on any Trading Day.

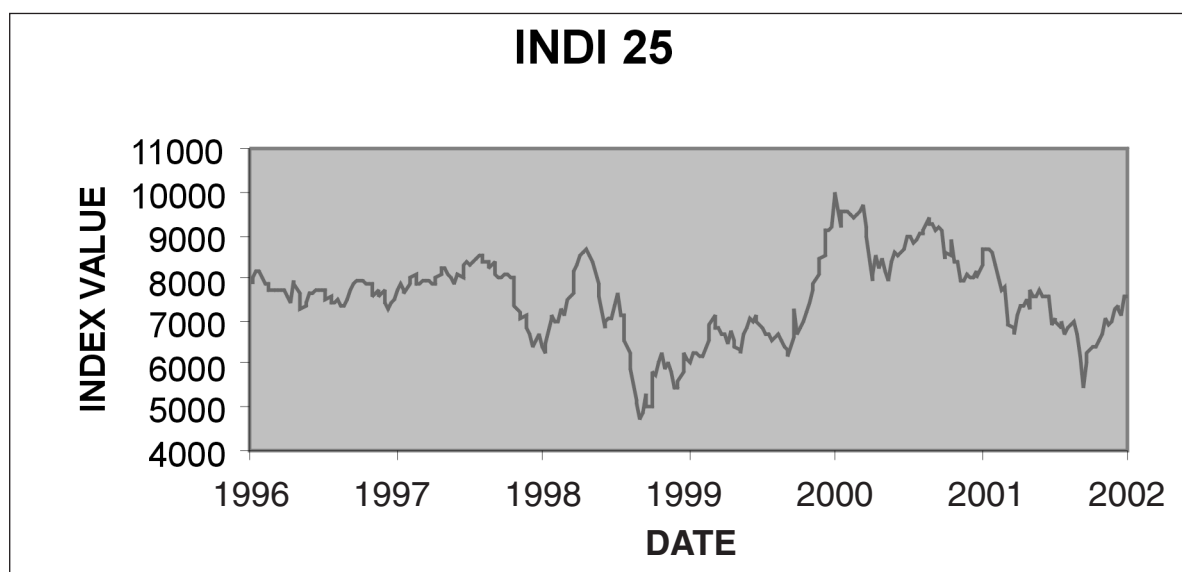
ANSWERS TO BASIC QUESTIONS

1. WHAT IS THE INDEX?

- 1.1 The JSE/Actuaries Industrial 25, Top Companies Index is an equity index designed to reflect the performance of the top 25 South African industrial companies. The market capitalisation of a company as well as the liquidity of its shares and its free float (i.e. the annual Rand value of the shares traded) are used as a means of evaluating the eligibility of a financial company for inclusion in the Index.
- 1.2 The current composition of the Index is set out in Schedule 1.
- 1.3 The JSE has granted IndexCo and the Trust permission to use the name "INDI 25" and to track the Index. It has not charged any fee for granting this permission but reserves the right to do so.

2. HOW HAS THE INDEX PERFORMED HISTORICALLY?

The following graph illustrates the monthly closing Index level of the Index from 31 March 1998 to 11 January 2002. The closing Index level of the Index on 11 January 2002 was 7 604,53. This information is not necessarily indicative of the future performance of the Index.



3. WHAT ARE INDEX SECURITIES?

- 3.1 Index Securities are listed securities tradable on the JSE. Index Securities are instruments intended to enable an investor, in a single, affordable instrument, to substantially replicate the price and yield performance of the Index and, in one convenient security, to share economic benefits similar to those obtained through holding directly a Basket of Shares replicating the Index.
- 3.2 A Holder of Index Securities will:
 - 3.2.1 be entitled to sell the Index Securities for cash on any stock exchange on which that Index Security is listed at the current market price thereof ;
 - 3.2.2 be entitled to require the Manager to redeem Index Securities for cash, subject to certain limitations;
 - 3.2.3 be entitled to physical delivery of one or more Baskets of Shares, subject to the Holder complying with the procedure for taking delivery of a Basket;

3.2.4 subject to the Trust effecting a distribution (which it is anticipated it will do on a quarterly basis), enjoy income flows arising from the Trust).

4. HOW WILL THE MARKET VALUE OF INDEX SECURITIES BE DETERMINED?

At any point in time the market value of an Index Security may be expected to reflect 1/1 000th of the Index level, plus an amount which reflects a *pro rata* portion of any Distribution Amount within the Trust. Actual market values may be affected by supply and demand and other market factors, but the ability of a Holder to “switch out” of Index Securities by exercising the delivery rights attaching to Index Securities, should operate to substantially avoid or minimise any differential which may otherwise arise between the relevant Basket Price/Index Level and the value at which the Index Securities trade on the JSE from time to time.

5. HOW DOES AN INVESTOR BUY OR SELL INDEX SECURITIES?

An investor may buy or sell Index Securities through a registered member of the JSE or directly through the Manager. Investors can also purchase Index securities via the Index Security Purchase Plan as discussed on Page 27.

6. HOW DOES AN INVESTOR FIND OUT THE PRICE AND OTHER INFORMATION RELATING TO INDEX SECURITIES?

On each Trading Day the Manager will publish the NAV per Index Security, the market value of Index Securities and the level of the Index. Any other information which an investor may require in respect of Index Securities and any rights attaching thereto shall be available from the Manager on request or on the SATRIX website www.satrix.co.za.

7. WHAT IS THE TRUST?

7.1 The Trust is a registered discretionary trust.

7.2 The trustees of the Trust are independent trustees appointed by the Directors of IndexCo, details of whom appear on page 19 of this Circular.

7.3 The Trust holds the Underlying Portfolio representing the Index. The principal beneficiary of the Trust is IndexCo. Potential income beneficiaries of the Trust include IndexCo and all the Holders of Index Securities. Holders are also discretionary capital beneficiaries of the Trust, with respect to the net capital gains earned in any year by the Trust from tracking activities. It is anticipated that the net income of the Trust (comprising dividend income, interest and securities lending revenue less expenses) shall be distributed quarterly to Holders of Index Securities, *pro rata* according to the number of Index Securities held by each Holder. Holders of Index Securities shall have no beneficial interest in the portfolio of securities held by the Trust.

8. WHAT DISTRIBUTIONS WILL BE EFFECTED BY THE TRUST?

8.1 The Trust is a discretionary trust and accordingly no Holder has any vested rights in either the assets or the income of the Trust.

8.2 It is anticipated that the Trust will effect quarterly distributions of its net income (i.e. its income comprising dividends and other income (including interest and securities lending revenue) less expenditure) to registered Holders. Distributions will be effected proportionately (according to the number of Index Securities held by each Holder). Distributions will be effected within 60 days after the last Friday of each calendar quarter commencing in respect of the quarter ending 28 March 2002.

8.3 To the extent that the Trust generates net capital gains in any year from its tracking activities, these gains may be awarded to Holders by the Trustees. The Trust will require each Holder to reinvest such award, and to give effect thereto the issue price of the Index Securities held by such Holder will be increased by the amount of the award and no cash will be distributed to the Holders concerned. Holders will thus have to fund the tax from their own resources.

9. WHAT DISTRIBUTIONS ENTITLE THE HOLDERS TO AN STC (SECONDARY TAX ON COMPANIES) CREDIT?

9.1 Where the distribution effected by the Trust to a Holder comprises dividends received by the Trust, such portion of the distribution will qualify as a dividend for the purposes of South African Income Tax legislation and accordingly the recipient Holder will be entitled to an STC credit in respect thereof.

9.2 Distributions of revenues received by the Trust in respect of interest and securities lending (including manufactured dividends) which may be included within a distribution effected by the Trust will constitute income in the hands of a Holder and be subject to income tax in the hands of the Holder in the normal course. Holders will not be entitled to STC credits in respect of these amounts.

10. WHAT HAPPENS IF THE INDEX IS ADJUSTED?

10.1 The Index may be adjusted from time to time because of mergers, amalgamations, reorganisations, unbundlings, changes in liquidity and market capitalisation and the like involving Constituent Companies. The Index may also be adjusted if a Constituent Company pays a Special Dividend. These adjustments may require removing a Constituent Company from the Index and substituting a new Constituent Company or a change in the weighting of the shares in the Constituent Companies. The Asset Manager will use its best endeavours to ensure that the portfolio of securities held by the Trust is adjusted to reflect any such adjustments to the Index.

10.2 Certain events, such as share splits or consolidations by a Constituent Company will result in an automatic adjustment to the number of shares of that Constituent Company included in the portfolio of shares held by the Trust. In other circumstances, whenever there is a reweighting of the Constituent Companies within the Index, the Trust will acquire or dispose of the appropriate number of shares of the applicable Constituent Company.

11. WHAT HAPPENS IF A TAKEOVER BID IS MADE FOR A CONSTITUENT COMPANY?

11.1 If a takeover bid is made for shares of a Constituent Company included in the Index, the Trust will not tender shares in respect thereof. Shares in the Trust which are subject to a takeover bid will only be surrendered if such surrender is mandatory in terms of the Act or other applicable legislation.

11.2 If a takeover bid results in a Constituent Company no longer qualifying for inclusion in the Index, it will be removed from the Index and another company substituted. Any shares of the Constituent Company still held by the Trust after the takeover bid will be disposed of by the Trust, and the proceeds will be applied in effecting the appropriate adjustments to the Underlying Portfolio.

12. WHAT HAPPENS WHEN A SPECIAL DIVIDEND IS PAID?

12.1 A Special Dividend is comprised by an *in specie* distribution effected by a Constituent Company (whether pursuant to a reduction of share capital, an unbundling or otherwise).

12.2 If a Special Dividend is paid to the Trust, the Asset Manager will take the necessary course of action to minimise tracking errors.

13. DO HOLDERS HAVE VOTING RIGHTS IN RESPECT OF SHARES HELD BY THE TRUST?

Holders do not have any voting rights over shares in the Constituent Companies held by the Trust.

14. HOW ARE SHAREHOLDER DECISIONS CONCERNING CONSTITUENT COMPANIES MADE?

The trustees of the Trust are entitled to vote the shares of the Constituent Companies held by the Trust, and have reserved their right to do so.

15. WILL THE TRUST ENGAGE IN SECURITIES LENDING?

The Trust is permitted to engage in securities lending. Revenues earned from securities lending will be used to defray expenses of the Trust. The Manager (or its duly authorised agent) will assess the credit-worthiness of each borrower of securities from the Trust, obtain appropriate collateral, and act promptly to demand payment from any borrower or in realisation of any collateral. The collateral to be acquired in respect of securities lending will be in accordance with armslength market standards, but shall in any event have an aggregate value at least equal to the market value of the loaned securities.

16. WHAT ARE THE COSTS AND EXPENSES OF INDEXCO AND THE TRUST?

The principal expenses of IndexCo and the Trust are statutory audit and filing fees, listing fees payable to any exchange on which Index Securities are listed, management fees and fees payable for administrative expenses, marketable securities tax or stamp duty, professional expenses and advertising and promotional expenses.

17. CAN INDEXCO OR THE TRUST BORROW OR LEND FUNDS?

Neither IndexCo nor the Trust may mortgage or encumber any of its assets, or loan any funds. Neither IndexCo nor the Trust may borrow any funds.

18. WHAT REPORTS WILL HOLDERS RECEIVE FROM INDEXCO?

18.1 Audited financial statements of IndexCo will be made available on request to a Holder.

18.2 The registered Holder to whom a distribution is paid by the Trust will receive a detailed statement reflecting the breakdown of that distribution (i.e the component income elements).

18.3 IndexCo will, after the end of each tax year (which ends at the end of February of each year) send to each Holder a statement reflecting any dividends or other distributions effected to the Holder during the preceding tax year.

19. MAY THE TERMS OF THE TRUST'S TRUST DEED EVER CHANGE?

IndexCo may, with the approval of the trustees of the Trust and with the consent of the JSE, amend or modify any terms of the Trust's trust deed.

20. HOW DOES THE PROCESS WORK WHEN I SUBSCRIBE FOR SATRIX SECURITIES FOR CASH WITHIN THE NEW STRATE ENVIRONMENT?

Share Transactions Totally Electronic (STRATE) has made the subscription for securities during an IPO somewhat different to that of a materialised environment. Within the STRATE environment applicants are able to purchase Satrix securities during IPO via 4 available methods depending on their circumstances:

20.1 Controlled Client

If you have an existing relationship with a stockbroker you can lodge your application with that broker who will forward your application to his CSDP. Payment for the Satrix securities will depend upon your broker's terms and conditions.

20.2 Non-Controlled Client

If you have an existing relationship with a CSDP you can lodge your application directly with that CSDP. Payment for the Satrix securities will depend upon your CSDP's terms and conditions.

20.3 Issuer Sponsored Nominee Program (ISN)

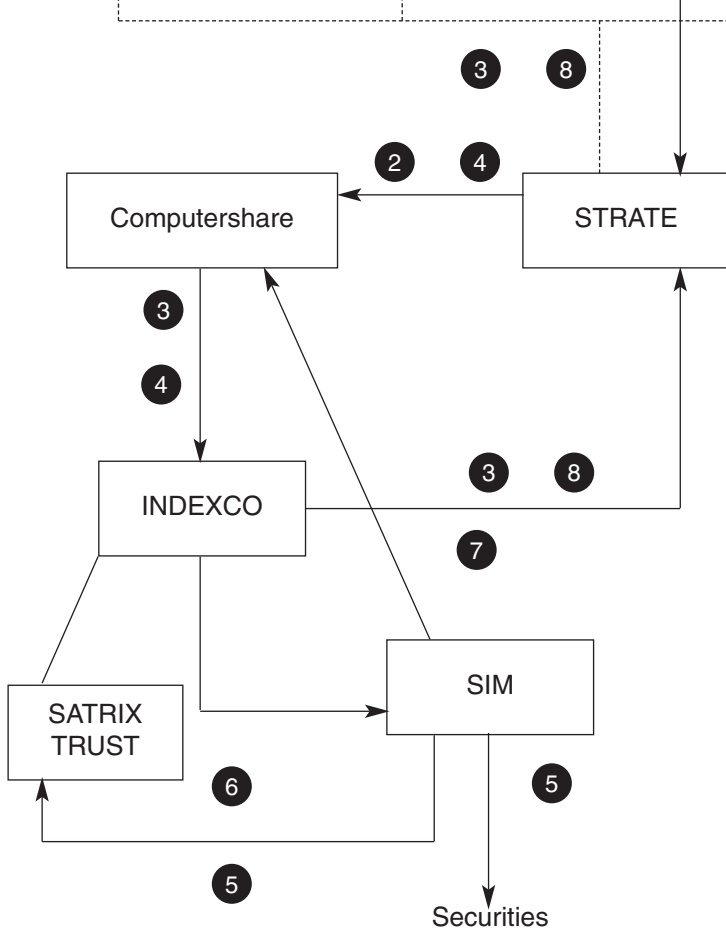
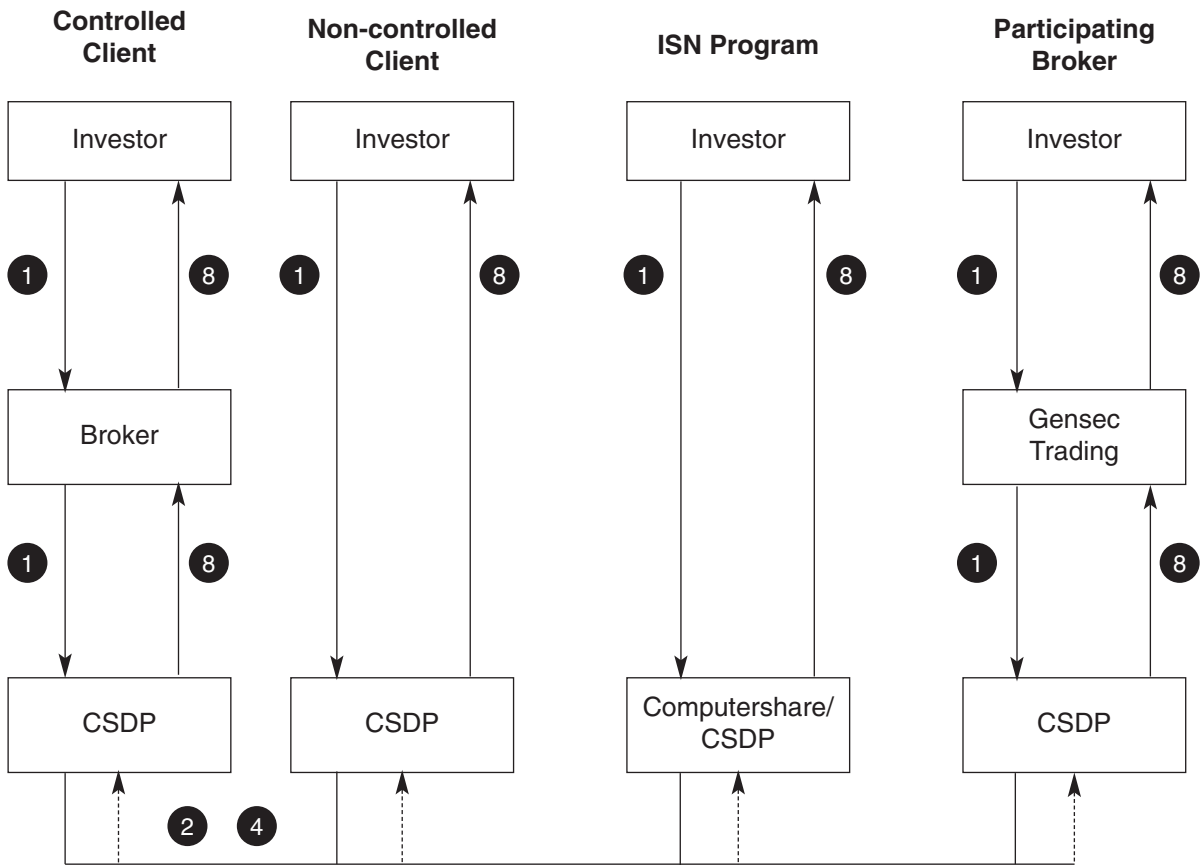
If you do not have an existing stockbroker or a relationship with a CSDP, you can elect to lodge your application (together with payment) with Computershare Custodial Services (who are a CSDP).

20.4 Participating Broker

If you do not wish to apply for securities using the ISN program and would rather use the services of a stockbroker, you can open a brokerage account with Gensec Trading (Pty) Ltd who will assist you with your application. Payment for the Satrix securities will depend upon Gensec Trading's terms and conditions.

For a graphical explanation of the procedure once your application has been lodged refer to the schematic below.

CASH SUBSCRIPTION PROCEDURE- INITIAL OFFER



- 1 Investors submit applications via 4 available methods during IPO period (28 Jan to 8 Feb 2002)
- 2 After 8 Feb 2002 CSDP's advise Computershare (CS), via STRATE, of amount of applications received.
- 3 CS instructs Indexco to issue Letters of Allocation to CSDP's via STRATE
- 4 CSDP's exchange cash in receipt of Letters of Allocation. Such cash is paid to CS, via STRATE, who forwards same to Indexco. CSDP's allocate Letters of Allocation to investors on their records.
- 5 From 11 Feb 2002 SIM will begin purchasing securities (ramp-up period) in the name of the Trust
- 6 At T+5, CS pays, via Indexco, to SIM the cash required to cover purchases
- 7 After ramp-up, SIM calculates number of Satrix securities equivalent to total securities procured and advises Indexco. Indexco applies to list same on JSE.
- 8 Indexco issues Satrix securities via STRATE to CSDP's who exchange Letters of Allocation. CSDP's notify investors of their Satrix securities by way of statements

OTHER INFORMATION

MATERIAL CONTRACTS

The following contracts, details of which are set out elsewhere in the Offering Circular, have been entered into and are, or may be, material:

- (a) the Management Agreement dated 18 January 2002 between IndexCo, the Trust and the Manager;
- (b) the Asset Management Agreement dated 18 January 2002 between the Trust and the Asset Manager.

LITIGATION STATEMENT

There are no legal or arbitration proceedings of which IndexCo is aware (including any proceedings which are pending or threatened) which have or may have had a material effect on IndexCo's financial position.

AUDITORS

KPMG, 85 Empire Road, Parktown, 2193
Private Bag X9, Parkview, 2122, Tel: 011-647-7111

DATE AND PLACE OF INCORPORATION OF INDEXCO

IndexCo was incorporated on 17 May 2000 in Pretoria.

THE SHARE CAPITAL

IndexCo is an authorised share capital of R1 000 divided into 1 000 shares of R1,00 of which 100 shares of R1,00 each have been issued and allotted to:

- the JSE;
- Russell Mark Loubser;
- Frank Molobi;
- Nicola Frances Newton-King;
- Leanne Violet Parsons;
- Richard Miller;
- Gary Charles Clarke.

The main business of IndexCo is the issue of Index Securities.

A special condition incorporated in the memorandum of association of IndexCo:

1. prohibits the shareholders of IndexCo from selling, transferring or otherwise dealing in their shares in IndexCo without the unanimous approval of the shareholders of the Manager;
2. prohibits IndexCo, without the unanimous approval of the shareholders of the Manager from:
 - 2.1 incurring any borrowings of any nature whatsoever, save in respect of Index Securities and the Management Agreement;
 - 2.2 entering into any transactions or contracts otherwise than in the ordinary, regular and normal course of its business;
 - 2.3 embarking upon any business or undertaking any business obligation other than its main business;
 - 2.4 declaring or paying any dividends or declaring or making any other distribution or payment to its shareholders;

- 2.5 varying its authorised and/or issued share capital, or any rights attaching to any of its issued shares or the creation or issue of any further shares in its capital or the creation or issue of any debentures;
- 2.6 paying any Director's fees;
- 2.7 incurring any liability (including any contingent liability) save for:
 - 2.7.1 a liability under Index Securities to be issued by IndexCo from time to time in respect of which IndexCo's liability (both actual and contingent) is covered in full by the obligations owed to IndexCo by underlying Trusts in respect of which IndexCo is the principal capital beneficiary;
 - 2.7.2 a liability under contracts entered into in the ordinary, regular and normal course of its business;
 - 2.7.3 a liability to Holders of Index Securities issued by IndexCo;
- 2.8 encumbering, pledging or passing any notarial or mortgage bond over any of its assets or permitting any of the assets to become subject to any lien, hypothec or encumbrance;
- 2.9 being liable, whether contingently or otherwise and whether as surety, co-principal debtor, guarantor or indemnitor, for the liabilities of any third person (other than the Trust);
- 2.10 entering into any compromise or scheme of arrangement in terms of section 311 of the Companies Act;
- 2.11 selling, ceding, assigning, transferring, encumbering or otherwise dealing in or disposing of its interest in any the Trusts;
- 2.12 altering its memorandum of association or articles of association;
- 2.13 proposing or passing any special resolution.

PROFIT HISTORY

Since IndexCo was only incorporated on 17 May 2000, no profit history has been provided. IndexCo has earned no income prior to the date of issue of this Circular and will earn no income prior to the list date.

SCHEDULE I – THE COMPOSITION OF THE INDI 25 INDEX

Share	Number of shares
AVENG LTD.	7 644
ANGLOVAAL INDUSTRIES LTD.	6 428
BARLOWORLD LTD.	4 136
BIDVEST LTD.	5 766
COMPAREX HOLDINGS LTD.	6 157
DIMENSION DATA HOLDINGS LTD.	25 067
IMPERIAL HOLDINGS LTD.	4 169
JD GROUP LTD.	2 175
JOHNNIC HOLDINGS LTD.	3 170
M-CELL LTD.	31 655
NEW AFRICA INVESTMENTS LTD. N-SHARES	2 264
NAMPAK LTD.	9 830
NASPERS LTD. N-SHARES	3 016
PICK 'N PAY STORES LTD.	9 765
RICHEMONT SECURITIES DR.	100 730
REMGRO LTD.	9 388
REUNERT LTD.	3 938
S A BREWERIES PLC.	16 219
STEINHOFF INTERNATIONAL HOLDINGS LTD.	16 689
SHOPRITE HOLDINGS LTD.	10 198
SUPERGROUP LTD.	6 547
TIGER BRANDS LTD.	3 202
TONGAAT-HULETT GROUP LTD.	1 951
VENFIN LTD.	9 388
WOOLIES LTD.	17 691

SCHEDULE II – SCHEDULE OF FEES

1. INITIAL OFFER

1.1 Cash subscriptions

The following amounts will be deducted from an investor's subscription amount in respect of fees:

- 1.1.1 R15,00 for the application (In relation to the ISN program applications);
- 1.1.2 20 basis points calculated on the subscription amount net of the amount contemplated in paragraph 1.1.1 above (capital raising fee to Co-Arrangers); and
- 1.1.3 0,0005/105 multiplied by the subscription amount net of the amounts set out in 1.1.1 and 1.1.2 above (issue duty payable to the Receiver of Revenue on the issue of new SATRIX INDI Index Securities).

Note: Cash received from investors will be immediately deposited into an interest bearing account. The amounts contemplated in 1.1.1 to 1.1.3 above will be set-off against accrued interest first.

The subscription of amounts contemplated in 1.1.1 to 1.1.3 above (the "net amount") will be advanced to the Asset Manager which will use these funds to acquire the Trust's Underlying Portfolio. Brokerage costs and MST incurred in acquiring the Underlying portfolios will all be discharged out of the net amount.

1.2 In kind subscriptions

In kind subscribers under the Initial Offer shall be obliged to deliver a bank guaranteed cheque or guaranteed banker's draft for the sum of the following amounts:

- 1.2.1 5 basis points calculated on the INDI 25 Index Level at close of trading on Friday, 15 February 2002, multiplied by 1 000, multiplied by the number of whole Baskets delivered by the applicant (issue duty payable to the Receiver of Revenue on the issue of new SATRIX INDI Index Securities);
- 1.2.2 25 basis points calculated on the aggregate market value of the SATRIX INDI Basket/s delivered by the applicant, calculated at close of trading on Friday, 8 February 2002 (MST payable for transfer of the INDI 25 Baskets into the name of the SATRIX INDI Trust or its nominee); and
- 1.2.3 R15,00 (per application) (Transfer Secretaries administration fee).

FOR THE SAKE OF CERTAINTY, THE PRECISE RAND AMOUNTS OF THE COSTS SET OUT ABOVE SHOULD BE CONFIRMED WITH THE TRANSFER SECRETARIES (Computershare Custodial Services Limited) PRIOR TO SUBMITTING AN APPLICATION.

Note: If any dividends are declared by any of the Constituent Companies whose shares are contained in the INDI 25 Index, and the relevant record date falls between the close of the Initial Offer and the date of transfer of the Baskets of Shares into the name of the INDI Trust, which shall be entitled to claim them from the successful application in question.

2. ONGOING SUBSCRIPTIONS

2.1 Cash subscriptions

The Manager may in its discretion either:

- 2.1.1 instruct IndexCo's sponsoring broker to acquire SATRIX INDI Index Securities in the secondary market with the cash (out of which all MST and brokerage costs shall also be borne); alternatively

2.1.2 the Manager may elect to instruct the Asset Manager to utilise the available cash to acquire SATRIX INDI Baskets of Shares and procure that IndexCo issue new SATRIX INDI Index Securities – in which event all brokerage costs, MST charges and issue duty costs (calculated at 5 basis points on the value of the Index Security) shall require to be absorbed out of the available cash.

Irrespective of the manner in which the SATRIX INDI Index Securities are acquired, they shall be allocated as between the applicants, *pro rata* according to the gross subscription amount submitted by each applicant.

2.2 In kind subscriptions

In kind subscriptions shall be obliged to deliver a bank guaranteed cheque or guaranteed banker's draft for the sum of the following amounts:

2.2.1 5 basis points calculated on the SATRIX INDI Index Level at close of trading on the Trading Day immediately preceding the subscription date multiplied by 1 000, multiplied by the number of the whole INDI baskets delivered by that applicant (issue duty payable to the Receiver of Revenue on the issue of new SATRIX INDI Index Securities);

2.2.2 25 basis points calculated on the aggregate market value of the INDI 25 Basket/s delivered by the applicant, calculated at close of trading on the Trading Day immediately preceding the subscription date (MST payable for transfer of the INDI 25 Baskets into the name of the SATRIX INDI Trust or its nominee); and

2.2.3 an amount equal to the Distributable Amount per SATRIX INDI Index Security as published on the SATRIX website on the day immediately preceding the subscription date.

FOR THE SAKE OF CLARITY, THE PRECISE RAND AMOUNTS IN RESPECT OF THE COSTS SET OUT ABOVE SHOULD BE CONFIRMED WITH THE CSDP (Computershare Custodial Services Limited) PRIOR TO SUBMITTING AN APPLICATION.

3. IN KIND REDEMPTIONS – DELIVERY OF A BASKET OF SHARES

A Holder exercising the delivery rights attaching to SATRIX INDI Index Securities shall be liable for a cash amount of R15,00 per delivery notice (Transfer Secretaries administration fee).

SCHEDULE III – PRO FORMA TERMS AND CONDITIONS OF SATRIX INDI INDEX SECURITIES

The following terms and conditions shall attach to the SATRIX INDI Index Securities (the “**Index Securities**”) issued by IndexCo III Limited (Registration number 2001/009176/06) (the “**Issuer**”), namely:

1. INTERPRETATION AND PRELIMINARY

Unless the contrary intention clearly appears, the following terms shall have the meanings assigned to them hereunder, namely:

- 1.1. “**business day**” means a day other than a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 1.2. “**delivery condition**” means the delivery to the transfer secretary of a delivery notice (by hand, by facsimile, by registered post or in such other manner as the Manager may authorise from time to time) in respect of no less than 1 000 000 (one million) Index Securities (or integer multiples of that number), together with the statements evidencing the relevant Index Securities in negotiable form. Contact details of the transfer secretary as at the issue date are set out in paragraph 13 below;
- 1.3. “**delivery date**” means the date of actual receipt of a delivery notice, provided that the delivery notice is received during JSE trading hours on a business day. If the delivery notice is actually received on a day not being a business day, or after close of JSE trading hours on any business day, then the delivery notice shall be deemed to have been received on the next business day;
- 1.4. “**delivery notice**” means a written notice (in the prescribed format required by the Manager from time to time) delivered by the Holder to the transfer secretary during JSE trading hours on a business day, requiring the Issuer to deliver or procure delivery of the specified securities to the Holder against delivery by that Holder of the statements evidencing each block of 1 000 000 (one million) Index Securities in negotiable form;
- 1.5. “**Holder**” means the person registered in the register of Index Security Holders (maintained by or on behalf of the Issuer) as a registered Holder of the Index Security evidenced by this contract;
- 1.6. “**issue date**” means the date of conclusion of this contract;
- 1.7. “**JSE**” means the JSE Securities Exchange South Africa;
- 1.8. “**Manager**” means IndexCo Managers (Proprietary) Limited (Registration number 2000/023546/07), or its successor in title;
- 1.9. “**specified securities**” means a portfolio of shares which comprises the number of shares of each of the constituent companies contained in the INDI 25 Index indicated by publication on the Satrix Internet website at the delivery date, alternatively, available from the Manager on request, which portfolio shall be deliverable to the Holder by the Issuer against receipt by the transfer secretary (as agent for the Issuer) of a delivery notice in respect of 1000 000 (one million); and
- 1.10. “**transfer secretary**” means Computershare Custodial Services Limited.

2. SALE OF THE SPECIFIED SECURITIES

- 2.1. The Issuer sells to the Holder, who purchases as one indivisible transaction, the specified securities.
- 2.2. Notwithstanding the issue date and notwithstanding the date on which the purchase consideration is discharged, the parties agree that:

- 2.2.1. the specified securities are sold on and with effect from the delivery date, from which date all risk in and benefits attaching to the specified securities shall pass to the Holder;
- 2.2.2. delivery of the specified securities to the Holder shall only be effected forthwith after the delivery date against compliance by the Holder with the terms and conditions set out in paragraph 4 below.

3. PURCHASE CONSIDERATION OF THE SPECIFIED SECURITIES

The purchase consideration shall, unless otherwise agreed, be increased by the amounts (if any) awarded by the trustees of the Satrix INDI Trust to the Holder from time to time, where such awards are made to the Holder in its capacity as a discretionary capital beneficiary of the Trust.

4. DELIVERY OF SPECIFIED SECURITIES

- 4.1. Subject to the fulfilment of the delivery condition, the Issuer shall, within five business days of receipt of the delivery notice deliver or procure the delivery to the Holder of the specified securities in respect of each 1 000 000 (one million) Index Securities to which the relevant delivery notice relates.
- 4.2. The Holder shall be bound to surrender to the Issuer, or its transfer secretary or agent, as the Issuer may require, the statements evidencing all the Index Securities in respect of which that Holder is issuing a delivery notice, in order that same may be cancelled. Upon such surrender the Issuer shall deliver or procure the delivery to the Holder of the specified securities in respect of each 1 000 000 (one million) Index Securities to which the relevant delivery notice relates.
- 4.3. Notwithstanding anything to the contrary herein contained, where the Issuer is unable to deliver any share included in the prescribed portfolio (constituting the specified securities) to a Holder exercising its delivery rights under any Index Securities held by it:
 - 4.3.1. as a result of the suspension or de-listing of that share on the JSE, then the Issuer will exclude that share from the portfolio delivered to the relevant Holder against receipt of the delivery notice, and will instead deliver that share to the Holder in question within three business days after the suspension is lifted or after the de-listed shares become available, as the case may be;
 - 4.3.2. for any other reason, other than the reasons specified in paragraph 4.3.1 above, then the Issuer will exclude that share from the portfolio delivered to the relevant Holder and will instead pay the Holder an amount in cash equal to the value of that share (being the ruling price quoted at close of JSE trading hours on the delivery date).
- 4.4. Any stamp duty or other transfer duty or tax payable in respect of the exercise by a Holder of its delivery rights in terms of the Index Security evidenced by this contract shall be for the account of that Holder.

5. MORATORIUMS ON THE EXERCISE BY HOLDERS OF THE DELIVERY RIGHTS ATTACHING TO INDEX SECURITIES

The Issuer reserves the right, in those circumstances where it reasonably believes, in its sole discretion, that there is a real risk that it will not be able to meet the contingent delivery obligations attaching to all Index Securities in issue at the time (or procure that such obligations are met), to place a moratorium on the exercise by all Holders of their rights to delivery of specified securities, provided that the Issuer shall not, in any given calendar year, suspend such rights for more than 60 (sixty) business days (in the aggregate).

6. WARRANTIES AND REPRESENTATIONS

Save that the Issuer warrants that against delivery of the specified securities into the name of the Holder, the Holder will acquire beneficial ownership of the specified securities, the specified securities are taken *voetstoots/as-is* and free of any other warranties or representations of any nature whatsoever.

7. JOINT AND SEVERAL LIABILITY OF HOLDER

To the extent that there is more than one person registered as the Holder of the Index Security, the obligations of the persons comprising the Holder, *vis-à-vis*, the Issuer, shall be joint and several.

8. CESSION OR ASSIGNMENT

The Holder shall be entitled to cede or assign its rights and obligations hereunder to any third party without the prior written consent of the Issuer, save that such cession and assignment shall only be enforceable against the Issuer after registration of the Index Security into the name of the transferee.

9. COSTS

The transferee shall pay the stamp duty/UST or any other tax payable in respect of the registration of transfer of the specified securities into the Holder's name.

10. BREACH

Save for the Issuer's right to cancel this agreement in the event of the non-payment of the purchase consideration payable in terms of paragraph 3, neither the Issuer nor the Holder shall be entitled to cancel this agreement in the event of a breach of the agreement by the other of them and an aggrieved party's remedy shall be limited to a claim for specific performance and/or damages.

11. OTHER TERMS AND CONDITIONS

11.1. These terms and conditions constitute the whole agreement between the Issuer and the Holder relating to the subject matter hereof. No amendment or consensual cancellation of this agreement or any provision or term thereof shall be binding unless recorded in a written document signed by IndexCo III (or its duly appointed agent). To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded (or incorporated by reference) herein, whether it induced the contract and whether it was negligent or not.

11.2. These terms and conditions are governed by South African law. It is agreed that any dispute will be dealt with by the South African courts.

11.3. Obligations under this agreement are binding on all successors, executives, administrators or other legal representatives.

12. All issues including but not limited to the definition, sale, delivery and evidence of ownership of the specified securities shall be subject to the procedures adopted by STRATE in respect of transactions in dematerialised securities.

13. CONTACT DETAILS

Manager

Indexco Managers (Pty) Ltd
Registration number 2000/023564/07
Exchange Square
2 Gwen Lane
Sandown
(011) 520 7057

CSDP

Computershare Custodial Services Limited
Registration number 58/03546/06
Edura, 41 Fox Street, Johannesburg
PO Box 61051, Marshalltown, 2107
(011) 370 7700

A: APPLICATION FORM: SATRIX INDI INDEX SECURITIES – CASH SUBSCRIPTION – INITIAL OFFER

- Application for Satrix INDI Securities under the Initial Offer.
- **Please read the Offering Circular before completing and returning this form.**
- Investors wishing to subscribe for Satrix INDI Securities in cash after 8 February 2002 should complete the application form headed “B: Application form: Satrix INDI Securities – Cash Subscription”.
- Investors wishing to subscribe for Satrix INDI Securities *in specie* under the Initial Offer should use the application form headed “C: Application form: Satrix INDI Securities – *In specie* Subscription – Initial Offer”.
- Investors wishing to subscribe for Satrix INDI Securities *in specie* after 8 February 2002 should complete the application form headed “D: Application form: Satrix INDI Securities – *In specie* Subscription”.

1. This form, when completed, must be delivered to one of the parties mentioned below. **If investors are in any doubt as to which procedure to follow then they must contact the information agents, Georgeson Shareholder Communications at 0861 100 670.**
 - 1.1. A controlled client should hand deliver this application form to his/her broker or post it, at the risk of the applicant, marked “Satrix INDI 25 Index Securities – Initial Offer” to the broker that will lodge the application with it’s nominated CSDP.
 - 1.2. A non controlled client should hand deliver this application form to his/her nominated CSDP who will lodge the application to the CSDP of Indexco being Computershare Custodial Services Limited, or post it, at the risk of the applicant to his/her CSDP.
 - 1.3. Applications where the applicant chooses not to utilise the CSDP process can participate in the Issuer Sponsored Nominee program (“ISN”), administered by Computershare Custodial Services Limited. Applicants should hand deliver this application form to Computershare Custodial Services Limited, or post it, at the risk of the applicant to PO Box 61051 Marshalltown 2107. **Additional to the subscription application the applicant needs to complete and hand in the form: “Computershare custody and settlement agreement for a private investor”.**
 - 1.4. Applications where the applicant does not have a nominated CSDP and does not want to participate in the ISN (Controlled and Non Controlled clients) should be hand delivered, to Gensec Trading (Pty) Limited (“participating broker”) or post it, at the risk of the applicant to PO Box 411420, Craighall, 2024. **Additional to the subscription application the applicant needs to complete and hand in the form: “Gensec Trading Safe custody agreement”.** The applicant will then be loaded as a controlled client at the participating broker and the CSDP will be nominated by the participating broker.
2. Your subscription must be for an amount equal to or exceeding **R1 000 (one thousand rand)**.
3. Investors choosing to participate in the ISN program as per paragraph 1.3 above must include a bank guaranteed cheque (crossed and market “not transferable”) in favour of Computershare Custodial Services for the amount you wish to invest. Other investors need to make specific arrangements with their brokers, CSDPs or the participating broker.
4. Please note that transaction costs will be deducted from the amount for which subscribe, (all as contemplated in the Offering Circular) and, accordingly the net amount will be invested in Satrix INDI Securities.
5. Each application submitted must be in one name only and show only one address.

To _____ (CSDP, ISN, Broker details)

I/We, the undersigned hereby:

- warrant that I/we have full legal capacity to contract;
- apply for Satrix INDI Securities under the Initial Offer;
- acknowledge that transaction costs will be deducted from the amount for which my attached cheque is payable and, accordingly, the net amount will be invested in Satrix INDI Securities;

I/We enclose a bank guaranteed crossed cheque/banker’s draft in favour of “Computershare Custodial Services (Pty) Limited”, for the appropriate amount due in terms of this application. **(To be completed by investors participation in the ISN program)**

Date _____ Telephone number () _____

Signature (state if company) _____

Assisted by (where applicable) _____

Surname of Individual or Name of corporate body	Mr Mrs Miss Other title
First names in full (if an Individual)	
Total amount of bank guaranteed cheque or banker’s draft to cover investment in Index Securities, transaction costs and contribution to pro rata distribution amount (if any)	R _____,00 (Enter figures only – not words)

B: APPLICATION FORM: SATRIX INDI SECURITIES – CASH SUBSCRIPTION

- Application for Satrix INDI Securities after the Initial Offer.
- **Please read the Offering Circular before completing and returning this form.**
- Investors wishing to subscribe for Satrix INDI Securities in cash as part of the Initial Offer should complete the application form headed “A: Application form: Satrix INDI Securities – Cash Subscription – Initial Offer”.
- Investors wishing to subscribe for Satrix INDI Securities *in specie* under the Initial Offer should use the application form headed “C: Application form: Satrix INDI Securities – *In Specie* Subscription – Initial Offer”.
- Investors wishing to subscribe for Satrix INDI Securities *in specie* after 8 February 2002 should complete the application form headed “D: Application form: Satrix INDI Securities – *In Specie* Subscription”.

1. This form, when completed, must be delivered to one of the parties mentioned below. **If investors are in any doubt as to which procedure to follow then they must contact the information agents, Georgeson Shareholder Communications at 0861 100 670.**
 - 1.1 A controlled client should hand deliver this application form to his/her broker or post it, at the risk of the applicant, to the broker that will lodge the application with its nominated CSDP.
 - 1.2 A non controlled client should hand deliver this application form to his/her nominated CSDP who will lodge the application to the CSDP of Indexco being Computershare Custodial Services Limited, or posted, at the risk of the applicant to his/her CSDP.
 - 1.3 Applications where the applicant chooses not to utilise the CSDP process can participate in the Issuer Sponsored Nominee program (“ISN”), administered by Computershare Custodial Services Limited. Applicants should hand deliver this application form to Computershare Custodial Services Limited, or post it, at the risk of the to PO Box 61051 Marshalltown 2107. **Additional to the subscription application the applicant needs to complete and hand in the form: “Computershare custody and settlement agreement for a private investor”.**
 - 1.4 Applications where the applicant does not have a nominated CSDP and does not want to participate in the ISN (Controlled and Non Controlled clients) should be hand delivered, to Gensec Trading (Pty) Limited (“participating broker”) or posted, at the risk of the applicant to PO Box 411420, Craighall, 2024. **Additional to the subscription application the applicant needs to complete and hand in the form: “Gensec Trading Safe custody agreement”.** The applicant will then be loaded as a controlled client at the participating broker and the CSDP will be nominated by the participating broker.
2. Your subscription must be for an amount equal to or exceeding **R10 000 000 (ten million rand)**.
3. Investors choosing to participate in the ISN program as per paragraph 1.3 above must include a bank guaranteed cheque (crossed and market “not transferable”) in favour of Computershare Custodial Services for the amount you wish to invest. Other investors need to make specific arrangements with their brokers, CSDPs or the participating broker.
4. Please note that transaction costs will be deducted from the amount for which subscribe, (all as contemplated in the Offering Circular) and, accordingly the net amount will be invested in Satrix INDI Securities.
5. Each application submitted must be in one name only and show only one address.

To _____ (CSDP, ISN, Broker details)

I/We, the undersigned hereby:

- warrant that I/we have full legal capacity to contract;
- apply for Satrix INDI Securities post listing date;
- acknowledge that transaction costs will be deducted from the amount for which my attached cheque is payable and, accordingly, the net amount will be invested in Satrix INDI Securities;

I/We enclose a bank guaranteed crossed cheque/banker’s draft in favour of “Computershare Custodial Services (Pty) Limited”, for the appropriate amount due in terms of this application. **(To be completed by investors participation in the ISN program)**

Date _____

Telephone number () _____

Signature (state if company) _____

Assisted by (where applicable) _____

Surname of Individual or Name of corporate body	Mr Mrs Miss Other title
First names in full (if an Individual)	
Total amount of bank guaranteed cheque or banker’s draft to cover investment in Index Securities, transaction costs and contribution to pro rata distribution amount (if any)	R ,00 (Enter figures only – not words)

1. Applicants should consult their stockbrokers, bankers or financial or other advisers in case of doubt as to the correct completion of this application form.
2. Applications are irrevocable and may not be withdrawn.
3. The following summary is intended as a guide and is therefore not comprehensive. If you are in any doubt in regard hereto, please consult your professional advisers.
 - 3.1 Blocked Rand may be used by former residents and non-residents of the Common Monetary Area (comprising the Republic of South Africa and Namibia and the Kingdoms of Lesotho and Swaziland) for payment in terms of this offer and reference should be made to the relevant portion of the Offering Circular dealing with South African Exchange Control Regulations.
 - 3.2 all payments in respect of subscriptions for Index Instruments by non-residents using blocked Rand must be made through a South African authorised dealer in foreign exchange.
 - 3.3 If applicable, refund money payable in respect of unsuccessful applications or partly successful applications, as the case may be, for Index Instruments in terms of this application, emanating from blocked accounts, will be returned, in terms of the applicable Exchange Control Regulations, to the authorised dealer administering such blocked accounts for the credit of such applicant's blocked accounts.
4. **All alterations on the application form (other than the deletion of alternatives) must be authenticated by full signature.**
5. The allotment and issue of Index Instruments pursuant hereto will be conditional upon a listing of the Index Instruments on the JSE Securities Exchange South Africa ("the JSE").
6. Money received for Index Instruments accepted by applicants will be held by a CSDP pending fulfilment of the conditions set out in paragraph 5 above. If those conditions are not fulfilled, the said money will be refunded by cheque within seven days of the non-fulfilment of the conditions set out in paragraph 5 above, posted by ordinary mail at the risk of the relevant applicants with payment of interest.
7. Index Securities may not be accepted in the name of an unassisted minor, a deceased estate, a partnership, a trust or any person who requires legal assistance in entering into contracts.
8. No documentary evidence of capacity to accept need accompany this application, but the company reserves the right to call upon any applicant to submit such evidence for noting and return at the applicant's risk

D: APPLICATION FORM: SATRIX INDI SECURITIES – IN SPECIE SUBSCRIPTION

- Application for Satrix INDI Securities after the Initial Offer.
- **Please read the Offering Circular before completing and returning this form.**
- Investors wishing to subscribe for Satrix INDI Securities in cash after 8 February 2002 should complete the application form headed "B: Application form: Satrix INDI Securities – Cash Subscription".
- Investors wishing to subscribe for Satrix INDI Securities for cash under the Initial Offer should use the application form headed "A: Application form: Satrix INDI Securities – cash Subscription – Initial Offer".
- Investors wishing to subscribe for Satrix INDI Securities *in specie* under the initial offer should complete the application form headed "C: Application form: Satrix INDI Securities – *In Specie* Subscription – Initial Offer".

1. This form, when completed, must be delivered to one of the parties mentioned below. **If investors are in any doubt as to which procedure to follow then they must contact the information agents, Georgeson Shareholder Communications at 0861 100 670.**
 - 1.1 A controlled client should hand deliver this application form to his/her broker or post it, at the risk of the applicant, to the broker that will lodge the application with it's nominated CSDP.
 - 1.2 A non controlled client should hand deliver this application form marked "Satrix INDI 25 Index Securities – Initial Offer" to his/her nominated CSDP who will lodge the application to the CSDP of Indexco being Computershare Custodial Services Limited, or post it, at the risk of the applicant, to his/her CSDP.
 - 1.3 Applications where the applicant chooses not to utilise the CSDP process can participate in the Issuer Sponsored Nominee program ("ISN"), administered by Computershare Custodial Services Limited. Applicants should hand deliver his/her application to Computershare Custodial Services Limited, or post it, at the risk of the applicant, to PO Box 61051 Marshalltown 2107. **Additional to the subscription application the applicant needs to complete and hand in the form: "Computershare custody and settlement agreement for a private investor".**
2. Applications must payment instructions for an amount equal to or exceeding the transaction fees as contemplated in the Offering Circular, as well as a *pro rata* contribution to distributable amounts as contemplated therein and as published by the Manager on it's the Satrix web-site, at www.satrx.co.za, from time to time. If you are uncertain as to this amount, contact your broker or Computershare.
3. Applications must include instructions to your CSDP or broker to facilitate and off market transaction with the CSDP of the manager for delivery of the securities constituting one or more integer multiples of whole baskets as detailed in schedule 1 to this offering circular and as updated by the Manager and published on the Satrix website, at www.satrx.co.za from time to time. If you are uncertain as to the constitution of this basket, contact your broker or Computershare.
4. Please note that transaction costs will be deducted from the amount for which you subscribe, (all as contemplated in the Offering Circular) and, accordingly the net amount will be invested in Satrix INDI Securities.
5. Each application submitted must be in one name only and show only one address.

To _____ (CSDP, ISN, Broker details)

I/We, the undersigned hereby:

- warrant that I/we have full legal capacity to contract;
- apply for Satrix INDI Securities *in specie*, post listing;
- enclose payment instructions for the applicable transaction fee

I/We hereby give _____ (Name of CSDP or Broker) authority to debit my account, as per the details below for the appropriate amount due in terms of this application.

Date _____ Telephone number () _____

Signature (state if company) _____

Assisted by (where applicable) _____

Surname of Individual or Name of corporate body	Mr Mrs Miss Other title
First names in full (if an Individual)	
Banking details Bank Branch Branch code Account number Type of account (Current/Savings)	
Total amount of bank debit to cover investment in Index Securities, transaction costs and contribution to pro rata distribution amount (if any)	R _____,00 (Enter figures only – not words)

1. Applicants should consult their stockbrokers, bankers or financial or other advisers in case of doubt as to the correct completion of this application form.
2. Applications are irrevocable and may not be withdrawn.
3. The following summary is intended as a guide and is therefore not comprehensive. If you are in any doubt in regard hereto, please consult your professional advisers.
 - 3.1 Blocked Rand may be used by former residents and non-residents of the Common Monetary Area (comprising the Republic of South Africa and Namibia and the Kingdoms of Lesotho and Swaziland) for payment in terms of this offer and reference should be made to the relevant portion of the Offering Circular dealing with South African Exchange Control Regulations.
 - 3.2 all payments in respect of subscriptions for Index Instruments by non-residents using blocked Rand must be made through a South African authorised dealer in foreign exchange.
 - 3.3 If applicable, refund money payable in respect of unsuccessful applications or partly successful applications, as the case may be, for Index Instruments in terms of this application, emanating from blocked accounts, will be returned, in terms of the applicable Exchange Control Regulations, to the authorised dealer administering such blocked accounts for the credit of such applicant's blocked accounts.
4. **All alterations on the application form (other than the deletion of alternatives) must be authenticated by full signature.**
5. The allotment and issue of Index Instruments pursuant hereto will be conditional upon a listing of the Index Instruments on the JSE Securities Exchange South Africa ("the JSE").
6. Money received for Index Instruments accepted by applicants will be held by a CSDP pending fulfilment of the conditions set out in paragraph 5 above. If those conditions are not fulfilled, the said money will be refunded by cheque within seven days of the non-fulfilment of the conditions set out in paragraph 5 above, posted by ordinary mail at the risk of the relevant applicants with payment of interest.
7. Index Securities may not be accepted in the name of an unassisted minor, a deceased estate, a partnership, a trust or any person who requires legal assistance in entering into contracts.
8. No documentary evidence of capacity to accept need accompany this application, but the company reserves the right to call upon any applicant to submit such evidence for noting and return at the applicant's risk

E: FORM OF SURRENDER OF SATRIX INDI INDEX SECURITY DOCUMENTS OF TITLE

Please refer to the instructions below before completing this form.

1. This form should be properly completed and returned to one of the parties mentioned below:
 - 1.1 A controlled client should hand deliver the application to his/her broker or posted, at the risk of the applicant, marked "**FORM OF SURRENDER OF SATRIX INDI INDEX SECURITY DOCUMENTS OF TITLE**" to the broker that will lodge the application with its nominated CSDP
 - 1.2 A non controlled client should hand deliver his/her application form to his/her nominated CSDP who will lodge the application to the CSDP of Indexco being Computershare Custodial Services Limited, or posted, at the risk of the applicant, "**FORM OF SURRENDER OF SATRIX INDI INDEX SECURITY DOCUMENTS OF TITLE**" to his/her CSDP
 - 1.3 Applications where the applicant chose to participate in the Issuer Sponsored Nominee program ("ISN"), administered by Computershare Custodial Services Limited, should hand deliver his/her application form marked "**FORM OF SURRENDER OF SATRIX INDI INDEX SECURITY DOCUMENTS OF TITLE**" to Computershare Custodial Services Limited, or posted, at the risk of the applicant, marked "**FORM OF SURRENDER OF SATRIX INDI INDEX SECURITY DOCUMENTS OF TITLE**" to PO Box 61051 Marshalltown 2107.
2. Part B must be completed by emigrants from the Republic of South Africa.
3. A separate form is required for each Satrix INDI Security holder ("a holder").
4. If this form is signed on behalf of a company, pension or provident fund, then it must be accompanied by a certified copy of the resolution authorising the signatories.
5. A minor must be assisted by his/her parent or guardian unless the relevant documents establishing his/her legal capacity are produced or have been registered by STRATE as holder of Satrix INDI securities.
6. If a holder has become a widow or divorcee subsequent to acquiring the shares, documentary evidence of such status must be produced unless such evidence has already been registered by the CSDP of the Company.
7. Where the Satrix INDI Securities are held jointly, this form must be signed by all joint holders.
8. If this form is signed under a power of attorney, such power must be produced unless it has already been registered by the CSDP of the Company or the documents bear the stamp of a JSE broker.
9. If the holder is a deceased estate, this form must be accompanied by the Letters of Executorships unless such document has already been lodged with the CSDP of the Company or the document lodged bears the stamp of a broker.
10. Persons who are emigrants from the common monetary area (comprising the Republics of South Africa and Namibia and the Kingdoms of Lesotho and Swaziland) should nominate the authorised dealer in foreign exchange in the Republic of South Africa which has control of their blocked assets in Part B of this form. Failing such nomination, the SATRIX INDI securities due to such holder in accordance with the provisions of the Offering Circular will be held by the CSDP, pending instructions from the holder concerned.

To: (CSDP, broker or ISN details)

Dear Sirs

Part A – To be completed by ALL ordinary holders who return this form.

I/We, the undersigned, hereby instruct you to surrender my/our holdings in respect of the Satrix INDI Securities held by me/us.

*I/We hereby instruct you to facilitate the transfer of SATRIX INDI shares to which I/we become entitled by virtue of this surrender on the terms set out in the Offering Circular to holders, dated 18 January 2002.

Yours faithfully

Signature of holder

Assisted by me, (if applicable)

Date

***Please delete whichever is not applicable.**

Surname

First names (in full)

Title (Mr, Mrs, Miss, Ms, etc.)

Postal address (preferably PO Box address) to which certificates should be sent, if other than registered address

Postal code Telephone number

GENSEC TRADING (PTY) LTD

Registration number 1997/022469/07 Vat number 4200159947
PO Box 411420, Craighall, 2024
Tel: (+27) 11 778 6000
Fax: (+27) 11 778 6946

SAFE CUSTODY AGREEMENT

Account number: (For office use only)

1. By your signature hereunder, you hereby authorise us on your behalf to hold in safe custody such securities and other investments as you may deliver or cause to be delivered to us, in addition to those of your securities and investments in our possession as are referred to in the Mandate to which this document is an annexure. Such securities and investments shall be held by us in safe custody in terms of the Rules and Directives of the JSE or in a registered central securities Depository.
2. You warrant that such securities and investments are not subject to any lien or charge, and that they will remain free of such lien or charge while they are held by us in safe custody.
3. You instruct us to register and hold all such securities and investments in the name of Gensec Nominees (Pty) Ltd. or such other nominee company nominated by you for the purpose of holding securities and investments in safe custody in terms of clause 1.
4. You authorise us to:
 - 4.1 withdraw any such securities and/or investments:
 - 4.1.1 for the purpose of delivery thereof to the purchaser thereof when sold in terms of our Mandate;
 - 4.1.2 for the purpose of delivering same to you or your order upon your written instruction to that effect, or upon the termination of our Mandate;
 - 4.1.3 for the purpose of delivering such securities in terms of the acceptance of an offer where such offer flows from the securities held;
 - 4.1.4 for the purpose of lodging securities with any person or entity in terms of an Order of Court or a special resolution of the issuer of the security;
 - 4.1.5 for any other lawful purpose in terms of the Mandate to which this annexure is annexed.
5. You authorise us to subcontract our rights and obligations to TASC, or any other appropriate third party.

Signed at _____ **on this, the** _____ **day of** _____ **2001**

Client: _____

..... **For GENSEC TRADING (PTY) LTD**

DOCUMENTS REQUIRED: PLEASE NOTE THESE DOCUMENTS MUST BE CERTIFIED COPIES**A INDIVIDUALS**

Office use only

Certified copy of Identity document	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Cancelled cheque of current account	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Confirmation of street address	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

B COMPANIES

Certified copy of memorandum and Articles of Association	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Certified copy of registration forms	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Resolution authorising transactions with Gensec, and authorised person to act on behalf of the company	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Audited financial statements	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Letterhead	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Certified copy of CM29	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Cancelled cheque of company	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

C TRUSTS/ESTATES

Copy of letter of authority from the master of the supreme court	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Copy of trust deed	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Proof of trustees	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

The following information of the trustees and beneficiaries

– Certified copies of ID documents	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
– Residential and postal address and proof of residence	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

D CLOSE CORPORATION/PARTNERSHIPS

Certified copy of members ID's	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Copy of membership AND OR CK1	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Resolution confirming delegated authorities	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Financial Statements	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Cancelled cheque of close corporation	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Letterhead confirming address, registration number and members	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

E ESTATE LATE, SEQUESTRATION, LIQUIDATION, ETC

Letter of executorship	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Certified copy of executors ID's	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

F CLUBS, FRIENDLY SOCIETIES, ETC

Resolution confirming authorised delegated authorities	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Cancelled cheque of club/friendly society	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Letterhead confirming address, board members, etc	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Certified copies of authorised signatories/decision makers ID's	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Confirmation of address	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

G PENSION FUNDS /FUND MANAGERS

Copy of the rules of the pension fund	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Certified copy of letter from trustees appointing authorised person	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Cancelled cheque (banking details)	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Proof of registration from Financial Services Board or Registrar of Pension Funds	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

E. TERMS AND CONDITIONS OF CUSTODY AGREEMENT

1. INTERPRETATION

- 1.1 Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, bear the meanings ascribed to them:

"Agreement" means this private investor custody and settlement agreement between the Client and Computershare;

"Client" means the contracting natural person or juristic person identified in Part A of this Agreement;

"Issuer-Sponsored Nominee" means the nominee company appointed by an issuer of securities to hold shares in the Issuer on behalf of its shareholders;

"Bank Account" means the Clients' nominated bank account detailed in Part B of this Agreement or as may be amended and advised in writing to Computershare from time to time;

"Computershare" means Computershare Custodial Services Limited (registration number 2000/006082/06);

"Custody Act" means the Custody and Administration of Securities Act (Act 85 of 1992) as amended;

"JSE" means the JSE Securities Exchange South Africa;

"Securities" means securities as defined from time to time in the Custody Act;

"Securities Legislation" means the Companies Act (Act 61 of 1973) as amended, the Custody Act, the Rules and Directives of the JSE Securities Exchange South Africa or any other applicable stock exchange and the Rules and Directives of any central securities depository made under section 12(2) of the Custody Act.
- 1.2 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.
- 1.3 Unless the context clearly indicates a contrary intention, any word connoting any gender includes the other two genders, the singular includes the plural and vice versa and natural persons includes artificial persons and vice versa;
- 1.4 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa.

2. APPOINTMENT

- 2.1 Subject to the terms of this Agreement, the Client appoints Computershare as its agent, custodian and administrator for the safe keeping and administration of securities, and for the settlement of transactions in those securities and to attend to certain incidental matters detailed in this Agreement.
- 2.2 The parties shall at all times be bound by the provisions of the Securities Legislation.

3. SECURITIES DEPOSITED FOR SAFE CUSTODY

- 3.1 Securities that Computershare may accept on behalf of the Client in accordance with this Agreement shall be securities of a type and form determined from time to time by Computershare and may include either certificated or uncertificated securities.
- 3.2 Computershare shall not be obliged to accept any security remitted in terms of this Agreement. In the event that any security remitted for entry into a Securities Account is not good for delivery or has a defect in relation to the Client's title thereto, Computershare shall not accept such security for entry into a Securities Account until such defect has been corrected to the satisfaction of Computershare. Computershare shall return to the Client any securities not accepted by Computershare in accordance with this Agreement or the Securities Legislation.
- 3.3 The Client warrants to Computershare that the Securities deposited for safe custody from time to time will be and remain free from any charge or other encumbrance, other than as provided for in this Agreement.

4. CONFLICT

- 4.1 In the event of any conflict between the provisions of this Agreement and the Securities Legislation, the provisions of the Securities Legislation shall prevail.

5. SECURITIES ACCOUNT

- 5.1 Computershare shall in accordance with its standard operating procedures open and maintain a securities account(s) in its records in the name of the Client or his duly designated nominee to record the number or nominal value of securities of each kind deposited by the Client with Computershare and to record all transactions and entries made in respect of such securities ("the Securities Account").
- 5.2 Any entry made in a Securities Account shall be made only in accordance with authenticated instructions given by the Client and the provisions of the Securities Legislation.
- 5.3 Computershare shall not be obliged to make any entry in a Securities Account unless it conforms to clause 9 (nine) of this Agreement.
- 5.4 Computershare shall not give effect to any instruction that will result in a debit balance in respect of any security held in a Securities Account.

6. SAFEKEEPING OF SECURITIES

- 6.1 Records of uncertificated securities held by Computershare shall be kept and maintained in the manner provided for in the Securities Legislation.
- 6.2 Securities held by Computershare shall at all times be held in accordance with the election detailed in Part D of this Agreement. Any Security held under an issuer-sponsored nominee programme shall be subject to the terms and conditions from time to time under which such issuer-sponsored nominee programme is administered, and the Client shall by instructing Computershare to register securities using this service be deemed thereby to agree to such terms and conditions.
- 6.3 Computershare shall take such steps to protect securities held under custody against theft, loss or destruction as provided for in the Custody Act.

7. SETTLEMENT OF TRANSACTIONS

- 7.1 The Client shall designate a current banking account at a registered bank as a settlement account for the purposes of this Agreement. The Client designates the bank account indicated in Part B of this Agreement as the settlement account. The designated bank account may be amended from time to time by completing the necessary instruction in writing to Computershare.
- 7.2 Computershare shall credit the designated bank account with all proceeds received by Computershare in respect of the securities held in or transacted through the Securities Account. The Client authorises Computershare or its agent to debit the designated bank account with any amount owing by the Client.
- 7.3 Notwithstanding the provisions of paragraph 7.2, the Client shall ensure that in respect of any purchase of securities by the Client in respect of which Computershare is required to act as settlement agent, the Client shall immediately upon acceptance of the purchase order deposit cleared funds to cover the purchase consideration to the **Computershare Custodial Services Ltd - Client Trust Account**, being account number **62022148151** held at **First National Bank**, branch code **25-50-05**. The Client acknowledges that he is conversant with his responsibility to provide settlement instructions to Computershare in accordance with the provisions from time to time of Directive E of the JSE Rules.
- 7.4 Unless settlement instructions and cleared funds are received by Computershare in accordance with Clause 7.3, Computershare shall not be under any obligation to confirm settlement to a central securities depository and the Client shall be liable for any resultant penalties levied by a settlement authority pursuant to any failed trade.

8. SECURITIES STATEMENTS

- 8.1 Computershare shall provide the Client with periodic statements reflecting all entries in the Securities Account and the applicable bank accounts during the relevant period.
- 8.2 Unless an objection is made in writing by the Client to any entry contained in any statement of a Securities Account within 60 days after the statement date, the statement shall, in the absence of fraud or any manifest error, be treated as prima facie evidence of the entries indicated therein and the Client shall not thereafter be entitled to make any claim against Computershare or to any other action in respect thereof.

9. INSTRUCTIONS BY THE CLIENT

- 9.1 All instructions given by the Client shall be sent to Computershare at the address set out at clause 14 of this agreement. All instructions shall be sent in writing, by such means as may be approved by Computershare from time to time in writing. Computershare shall not be obliged to carry out any instruction that does not comply with this Agreement, the Securities Legislation or Computershare's standard operating procedures.
- 9.2 On each occasion on which an instruction is given, the Client will be regarded as having confirmed that he has the necessary authority. Computershare may record telephonic or electronic conversations with the Client and its representatives and the Client agrees that such recordings or transcripts thereof may be used as evidence in any dispute with the Client.
- 9.3 In the event that the Client gives to Computershare an instruction to buy or sell securities on behalf of the Client, subject to the limited mandate to carry out such instruction without having to exercise any independent discretion and in terms of a particular service offered by Computershare, then the Client gives to Computershare the right to appoint and pay brokers and other agents to carry out such instruction, to receive and give receipts in respect of such purchases or sales and to do all such things incidental thereto in order to give effect to such instruction.

10. DEALING SERVICE

- 10.1 By submitting any instruction to transact in securities using the Computershare Dealing Service the Client agrees to the following provisions:
- 10.2 The Client may only give instructions to transact in any security in writing or by means of the telephonic service when operational. Instructions will not be accepted by any other means, including without limitation, fax, electronic mail, photocopied and photocopied forms or through the Internet. Computershare reserves the right to alter the times that the telephonic service is available.

- 10.3 Computershare will not carry out any instruction to transact shares on behalf of the Client unless it is satisfied that the Client has been recorded as the owner of the shares in Computershare's records.
- 10.4 The Client may only use the dealing service if his shares are registered in the South African sub-register maintained and operated by Computershare.
- 10.5 Computershare will endeavour to inform the Client if an instruction given by the Client will not be carried out unless Computershare has good reason for not doing so. Computershare will not be liable for refusing to carry out any instruction when it has good reason for not doing so.
- 10.6 Any instruction submitted by another person on behalf of the Client should not be recognised unless an original power of attorney or other appropriate authority (or a complete copy thereof certified by a Commissioner of Oaths) has been received and accepted by Computershare.
- 10.7 All instructions given by the Client to the dealing service are irrevocable and shall be dealt with on the business day immediately following the business day on which they were received and failing that as soon as reasonably possible thereafter.
- 10.8 No limit order or raise order will be accepted by Computershare. The Client acknowledges that prices may fluctuate from the time the instruction is given until the time that the transaction is executed.
- 10.9 By submitting an instruction to Computershare to arrange to sell any security on his behalf, the Client warrants that-
- 10.9.1 he has not sold or purported to sell the securities or the interest in any security to any third party;
 - 10.9.2 the securities will be sold free from all liens, charges or other third party rights or any encumbrance of any kind;
 - 10.9.3 he is entitled to sell the securities;
 - 10.9.4 the sale will not constitute a breach by the Client of any applicable laws and regulations; and
 - 10.9.5 he is not a minor, or if he is a minor, that he is properly assisted by a parent or court appointed guardian.
- 10.10 The Client irrevocably undertakes that he will do, or procure to be done, all acts and things, and execute or procure the execution of all such documents as Computershare may from time to time require to give effect to any instruction by the Client.
- 10.11 The dealing service shall be operated strictly on an "execution only" basis. Computershare shall not provide, or have any responsibility to or provide, provide any financial, taxation or other advice to the Client.
- 10.12 A transaction in any security through the dealing service will be executed by a stockbroker appointed by Computershare. By submitting an instruction to Computershare the Client irrevocably authorises Computershare to appoint a stockbroker to execute the transaction on behalf of the Client on the basis that-
- 10.12.1 Computershare will instruct a stockbroker to obtain the best price reasonably available in the market at the time of dealing. If no such price can be ascertained, the stockbroker will take reasonable care to carry out the instruction at a price which is fair and reasonable; and
 - 10.12.2 Computershare shall, to the exclusion of all others including the Client, be entitled to bring any action, suit or proceedings ("Actions") against the stockbroker arising out of or in connection with the sale. Computershare shall, in its sole discretion, determine the nature and scope of such Actions. By submitting an instruction to Computershare the Client waives his right in relation to such Actions.
- 10.13 The stockbroker appointed by Computershare may aggregate any instruction with those of other shareholders transacting securities through the dealing service but may not aggregate the sale with any other clients of the stockbroker, provided that any aggregation shall take place in accordance with the Rules of the JSE.
- 10.13.1 The price per share that the Client will receive in the case of transactions that are aggregated will be the total proceeds of all aggregated transactions in the relevant period less all costs of the transactions divided by the number of securities sold in such transactions;
 - 10.13.2 The price per share that the Client will receive where transactions are not aggregated will be the price at which such shares are sold in the relevant period less all costs of the sale;
 - 10.13.3 The proceeds payable to the Client shall be rounded down, where necessary, to the nearest whole Rand. Resulting fractions of any Rand will be aggregated and may be retained by Computershare.
 - 10.13.4 Each share aggregated with other shares being transacted through the dealing service in any relevant period will only be treated as sold when it is actually sold by the dealing service.
- 10.14 Orders executed through the service shall be subject to the charges published from time to time, initially as set out in Schedule A to this Agreement.
- 10.15 Computershare may vary the amount, rate or basis of charges from time to time and may introduce new charges.
- 10.16 Fees, taxes, charges and other expenses of whatever nature incurred on behalf of the Client will be deducted from the proceeds of any transaction.
- 10.17 Instructions to carry out more than one transaction will be treated as separate transactions and each such transaction shall be charged separately.
- 10.18 All transactions will take place on the JSE.
- 10.19 Computershare will subject to applicable exchange control legislation and regulations pay to the Client the proceeds of any sale in accordance with the Client's instructions detailed in Part B of this Agreement.
- 10.20 Advice of any transaction will be included in a transaction statement sent to the Client.
- 10.21 Computershare may terminate the dealing service at any time without giving notice thereof to the Client. All valid instructions given to the dealing service in accordance with this Agreement before termination will be carried out.
- 10.22 Transactions will be carried out and records relating to instructions by the Client will be kept according to the rules, customs and practices of the JSE.
- 10.23 If the dealing service cannot perform any of its services under this Agreement due to circumstances beyond its reasonable control, Computershare will take all reasonable steps to bring such circumstances to an end, but Computershare shall not be liable for any non-performance of the dealing service.
- 10.24 Without prejudice to any stockbroker's obligations to execute transactions on the JSE, when a stockbroker executes an instruction given to the dealing service the Client acknowledges that the stockbroker could be acting as principal for its own account. By submitting an instruction to the dealing service the Client consents, where applicable, to the stockbroker acting as principal for its own account.
- 10.25 The Client indemnifies Computershare and those persons acting on his behalf in relation to the provision of the dealing service and their respective directors, employees and agents against any liability (except to the extent that the liability is caused by Computershare or such persons own default, negligence or fraud) which it or they may incur as a result of the dealing service.

11. CHARGES

- 11.1 The Client shall pay the fees and charges published from time to time by Computershare and notified to the Client.
- 11.2 Computershare may increase or vary the charges on 60 days written notice to the Client and may thereafter levy such fees or charges.
- 11.3 Notwithstanding anything to the contrary in this Agreement, Computershare shall not be obliged to act upon any instruction given by the Client or to deliver to the Client any securities or monies until all the amounts due and owing by the Client to Computershare have been discharged in full.

12. INDEMNITY

- 12.1 The Client hereby indemnifies and agrees to hold Computershare harmless against all liability, costs or expenses incurred by Computershare or its nominees or agents in connection with the due and proper performance by Computershare of its obligations pursuant to this Agreement.
- 12.2 The Client accepts the risk of loss or damage arising directly or indirectly as a result of any failure in, misuse of, or any fraud or misrepresentation due to his not giving a valid instruction in accordance with the terms of this Agreement.

13. TERMINATION

Either party may terminate this Agreement at any time by giving to the other party at least 30 days' written notice of termination to the other party.

14. NOTICES

- 14.1 The Client chooses the physical address detailed in Part A of this Agreement or such amendment thereto as advised in writing to Computershare from time to time as the address for the receipt of all notices and legal process. Any notice by Computershare to the Client shall, if sent by facsimile or by e-mail, be deemed to have been received by the Client on the day of transmission of the facsimile or e-mail and if sent by post, on the seventh day after posting.
- 14.2 Any notices by Computershare to the client given either orally or by electronic means shall be deemed to have been received by the client.
- 14.3 Computershare chooses as the address for the receipt of all notices and legal process 2nd Floor, Edura, 41 Fox Street, Johannesburg 2001.

15. VARIATION

No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of both parties.

16. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the Republic of South Africa.

