

INFORMATION MEMORANDUM

In relation to the

ZAR SAVINGS TOKEN PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

made between

RainFin Pty Ltd

Registration number: 2008/029213/07

(as the “General Partner” to the Partnership)

and

Sean Emery 7210205312083

(as the “Initial Limited Partner” to the Partnership)

and

THE LIMITED PARTNERS

(being the Persons who from time to time are admitted to the Partnership as Limited Partners, as defined below)

Persons who come into possession of this Information Memorandum are required to inform themselves on their own about and observe all restrictions that exist in connection with the offer and sale of the Tokens. Potential investors in the Tokens should consult their legal and tax advisors, auditors or other advisors as to whether an investment in the Tokens is advisable in their circumstances. The information in this Information Memorandum is accurate as of the date hereof. The investor may not rely on any further information or representations made by any person. This applies, in particular, to oral statements.

1 GENERAL INFORMATION

1.1. Introduction to the ZAR Savings Token Partnership

- 1.2. the **ZAR Savings Token Partnership** is a distinctively structured investment vehicle designed to offer ZAR-linked returns in a Digital Asset format with bank deposit audited reserves.
- 1.3. This partnership, established and managed by RainFin (RF) (Pty) Ltd, is an en-commandite partnership with a strategic focus on a unique and single asset class –Cash on deposit in an ABSA Liquidity Plus Account.
- 1.4. **Investment Principle:** All of the funds are invested in an ABSA liquid Plus account to benefit the partnership.
- 1.5. **Partnership Structure:** The ZAR Savings Token Partnership is structured as a limited (en commandite) partnership, ensuring that the liability of each Limited Partner is capped at their capital investment. This structure offers a balance of risk and reward, aligning the interests of all parties involved. RainFin and the General Partner manage the partnership, with Prime Asset Managers (Pty) Ltd being appointed as the asst manager overseeing the asset management, ensuring professional and regulatory-compliant operations.
- 1.6. **Token Dynamics:** The partnership employs a unique hybrid token model, which combines permissioned and permissionless elements. This design allows for the transfer and sale of tokens among partners with flexibility, while adhering to necessary regulatory standards like KYC for significant transactions and redemptions. The tokens represent not just a digital asset but a legal and financial stake in the partnership.

2. In the context of the Limited Partnership Agreement for the ZAR Savings Token Partnership, particularly within an en commandite partnership structure, the term "Token" has a specific and significant meaning:

- 2.1. **Token as Limited Partner's Certificate:** The "Token" in this agreement represents the certification of a Limited Partner's stake in the partnership. It is a digital representation of the Limited Partner's share in the partnership.
- 2.2. **Capital Account and Token Correlation:** Each Limited Partner's Capital Account within the partnership reflects their Capital Investment and the number of Tokens held. This means that the Tokens are directly correlated with the financial contribution and ownership stake of a Limited Partner in the partnership. The Capital Account is adjusted

based on the number of Tokens a Limited Partner holds, which changes if they purchase additional Tokens from the RainFin Platform or from other Limited Partners

- 2.3. Legal and Financial Functionality: In legal and financial terms, these Tokens are not just digital assets but are integral to the structure of the partnership, representing each Limited Partner's vested interest and their proportional share in the partnership's overall capital.

The Token is a legally significant instrument that represents a Limited Partner's financial stake and ownership in the partnership. It serves as a digital certificate of investment, directly linked to the Capital Account of the Limited Partner, and is essential for the financial and operational structure of the partnership.

3. Purpose of the Partnership

- 3.1. The purpose of the Partnership is to carry on business with the primary objective of investing in a single asset, which shall comprise of investing in Cash on deposit in an ABSA Liquidity Plus Account (the "Investment Purpose").
- 3.2. To give effect to this Investment Purpose, the Partnership has appointed Prime Asset Managers in terms of the Management Agreement. The Manager's powers and responsibilities in terms of the Management Agreement will include monitoring the Asset, preparing Accounts and managing the Accounts and such other roles as more fully set out in the Management Agreement.
- 3.3. The Partnership (acting through the General Partner or persons authorised or appointed on behalf of the Partnership pursuant to this Agreement) may execute, deliver and perform all contracts and other undertakings and engage in all activities and transactions as may be necessary or advisable in order to carry out the foregoing purposes, subject to and in accordance with the provisions of this Agreement.
- 3.4. The General Partner is charged with the duty and responsibility to administer and manage the Partnership as contemplated in clause 6 as a fiduciary in utmost good faith and with all the due care, diligence and skill that can reasonably be expected of a general partner of a private equity partnership, and generally to act in the best interests of all Partners at all times.

4. en commandite partnership

The Parties record and acknowledge that the Partnership is a limited (en commandite) partnership.

4.1. Limited liability of Limited Partners

If the Partnership is unable to pay its debts to any third person, the liability of each Limited Partner in respect of such liabilities of the Partnership will be limited to the amount of that Limited Partner's Capital Investment as at the time such liability is lawfully required to be

paid.

4.2. Unlimited liability of General Partner

If the Partnership is unable to pay its debts to any third person or incurs expenses which are not Authorised Expenses, the liability of the General Partner (in its capacity as General Partner) in respect of such liabilities of the Partnership will be unlimited.

4.3. Principal place of business of the Partnership

The principal place of business of the Partnership shall be at the current business premises of the General Partner, 5 A Waterstone Office park Somerset West or at such other place in the Republic of South Africa as the General Partner shall from time to time in writing determine and notify to the Limited Partners. The General Partner shall promptly notify each Limited Partner of any change in the principal place of business of the Partnership by updating the Terms and Conditions in accordance with the terms thereof.

4.4. Conditions for admission of a Limited Partner to the Partnership

4.4.1. Any Person desiring to become a Limited Partner shall do so by purchasing the Tokens from the RainFin Platform, alternatively from an existing Limited Partner.

4.4.2. Upon purchasing the Tokens, the Limited Partner shall become a Limited Partner of the Partnership and become bound by the terms hereof and the Terms and Conditions. No action or consent of the Limited Partners will be required for the admission of a new or additional Limited Partner. Upon the admission of any new Limited Partner, the General Partner shall update the Capital Schedule to account for that person's Capital Investment or increased Capital Investment (to the extent that an existing Limited Partner has purchased additional Tokens), to the extent required.

4.5. Redemption of Interest of Initial Limited Partner.

On or immediately after the Initial Closing Date, the Interest of the Initial Limited Partner shall be redeemed for a redemption price of ZAR1.00 (One South African Rand).

4.6. Conditions for admission of Subsequent Partners to the Partnership

Any third party who becomes a Subsequent Partner through the acquisition of Tokens in the secondary market shall become a Limited Partner in terms hereof. Upon the transfer of a Token/s, the Subsequent Partner shall become a Limited Partner of the Partnership and become bound by the terms hereof and the Terms and Conditions. Upon the admission of a Subsequent Partner, the General Partner shall update the Token Schedule to take into account that person and the Capital Account of the Limited Partner shall, without further ado, be automatically ceded and assigned to the Subsequent Partner.

Prior to the redemption of the Tokens into Fiat on the RainFin Platform the Limited Partner shall be required to make a full disclosure in terms of the relevant know your client legislation.

5. CAPITAL ACCOUNTS

5.1. Establishment of Capital Accounts

5.1.1. A separate Capital Account shall be established and maintained for each Partner for the duration of the Partnership.

5.1.2. The Limited Partner's Capital Account shall reflect the Capital Investment made and the number of Tokens held by that Limited Partner.

5.2. Increases In Capital Accounts

A Partner's Capital Account shall be increased in the event that a Limited Partner purchases additional Tokens from the RainFin Platform or if a Limited Partner purchases Tokens from the other Limited Partners.

5.3. Decreases in Capital Accounts

A Partner's Capital Account shall be decreased in the event that:

3.3.1 a Limited Partner sells any of its Tokens on the secondary market to a Subsequent Partner or to any other Limited Partners; or

3.3.2 a Limited Partner redeems any of its Tokens in accordance with the terms of this Agreement;

6. RETURN ON INVESTMENT AND ISSUE OF ADDITIONAL TOKENS

6.1. In consideration of the Limited Partners Investment, the Limited Partner, from the date upon which that Limited Partner purchased the Tokens from the RainFin Platform and became a Limited Partner hereunder (the "Admission Date") onwards, shall be entitled to receive an amount equal to the RoI as a return on its Investment.

6.2. The RoI shall be calculated on a monthly basis (with the first month's RoI being prorated depending on the Admission Date of that Limited Partner in that given month) on the last day of every month. Within 5 (Five) Business Days after the last day of each month, the RoI shall be paid by the Partnership to the Limited Partner by the Partnership issuing to the Limited Partner the Additional Tokens.

6.3. The amount of Additional Tokens to be issued to that relevant Limited Partner shall be calculated by taking the amount of the RoI for that Month and multiplying it by the Purchase Price. To the extent that the Partnership elects (in its sole discretion to calculate the RoI for a different period, then the necessary adjustments shall be made for such period.

6.4. Due to the nature of the Investment and the unpredictability of market conditions, each Limited Partner hereby understands, acknowledges, and agrees that:

- 6.4.1.1. the monthly Rol, or any amount thereof, for any relevant month, is not guaranteed;
- 6.4.1.2. the Partnership shall use its reasonable commercial efforts to maximize the Rol to the Limited Partners;
- 6.4.1.3. the Partnership shall, in its sole discretion, be entitled to determine the Rol to be paid to the Limited Partners for each month; and
- 6.4.1.4. the determination of, and the Rol paid by the Partnership for any relevant month shall be final and binding on each Limited Partner.

7. MANAGEMENT OF THE PARTNERSHIP

7.1. Management vests in the General Partner

The organization, conduct, management, control and operation of the Partnership and its investment and other activities vests in the General Partner, which is hereby authorized and empowered on behalf and in the name of the Partnership, subject to this Agreement, to exercise and carry out any of the purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that may be necessary, advisable or incidental without any further act, approval or vote of any Person, including any Limited Partner. The business and affairs of the Partnership shall be managed and controlled by the General Partner which may exercise all the powers of the Partnership, subject to the provisions of this Agreement.

7.2. Non-participation of Limited Partners in management

The Limited Partners shall take no part in the management or control of the business and affairs of the Partnership, and shall have no right or authority to act for or bind or commit the Partnership or to vote on matters relating to the Partnership other than as provided for in this Agreement.

7.3. Main Powers and authority of the General Partner

The General Partner shall, have full power and authority to act for, bind and commit the Partnership, within the parameters of this Agreement, and to manage and control the Partnership, including without limitation the power and authority:

7.3.1. Management of the Asset.

to monitor and, where appropriate and not contemplated in the Management Agreement, to participate in the management and control of the Asset;

7.3.2. Appointment of the Manager

to appoint the Manager to provide certain services and to fulfil all or some of the

obligations of the General Partner in terms of this Agreement, pursuant to the Management Agreement;

7.3.3. Admission of Subsequent Partners

to accept applications by persons as Subsequent Partners;

7.3.4. Distributions to Partners

to make redemption payments to the Partners on relevant Redemption Dates and in certain circumstances to retain and not make redemptions, in accordance with the terms of this Agreement;

7.3.5. Compliance With Regulations

to comply at all times with all laws and regulations as well as the obligations of this Agreement applicable to the business of the Partnership;

7.3.6. Representing the Partnership

generally, in its capacity as the General Partner, to act for, bind and commit the Partnership in its dealings with the Manager, or in relation to the protection of any Partnership Assets, or in any other respect, subject to the provisions of this Agreement. to bring, defend, settle and dispose of proceedings

8. Summay Key Facts about the General Partnership and the Tokens representing the Limited Partners interests

8.1. General Partner - RainFin (RF) (Pty) Ltd:

- 8.1.1.1. Company Registration: Registered with the number 2008/029213/07.
- 8.1.1.2. Regulatory Status: An Authorized Financial Services Provider (license number 45756).
- 8.1.1.3. Role in the Partnership: Established and manages the ZAR Savings Token Partnership, focusing on the Asset - ZAR Savings Tokens

8.2. Asset – ABSA on deposit:

- 8.2.1.1. Liquidity Plus - is an interest-bearing account, which allows immediate access to account balance.
- 8.2.1.2. Interest is calculated on the account balance daily and credited to the account monthly in arrears. Interest rates are expressed as a percentage per annum.

The interest rate on the account is variable and linked to market conditions.

8.2.1.3. ABSA guarantee the repayment of the capital (i.e. the original amount invested plus interest according to the rules of the product to the account, less deductions) for as long as ABSA are trading as a bank.

8.2.1.4. Bank: Absa Bank Ltd Reg No 1986/004794/06 Authorised Financial Services Provider Registered Credit Provider Reg No NCRCP7

8.3. Asset Manager - Prime Asset Managers (Pty) Ltd:

8.3.1.1. Company Registration: Registered in South Africa with Reg. No. 2007/025932/07.

8.3.1.2. Regulatory Status: Approved by the South African Financial Sector Conduct Authority as an authorized financial services provider, FSP 33933.

8.3.1.3. Role and Responsibilities: Appointed under the Management Agreement to monitor the Asset, prepare and manage accounts, and undertake other roles as detailed in the Management Agreement. They are responsible for implementing any Index Allocation on the Reference Account by purchasing or selling the Reference Assets.

8.4. Partnership Structure and Liability:

8.4.1.1. Type: A limited (en commandite) partnership, with Limited Partners' liability capped at their Capital Investment.

8.5. Return on Investment and Tokens:

8.5.1.1. Additional Tokens: Issued as payment for the RoI to Limited Partners.

9. Token mechanics

9.1. Acquisition of Tokens

9.1.1. Initial Purchase: Tokens can be initially acquired by a Limited Partner through the RainFin Platform. This process involves making a capital investment, which is then reflected in the number of Tokens held by the Limited Partner.

9.1.2. Subsequent Purchases: A Limited Partner can increase their stake in the partnership by purchasing additional Tokens. This can be done either through the RainFin Platform or by buying Tokens from other Limited Partners. Each acquisition is reflected in an increase in the Limited Partner's Capital Account.

9.2. Transfer and Sale of Tokens:

9.2.1. Between Limited Partners: Tokens can be sold or transferred between existing Limited Partners. This process involves a change in the number of Tokens held by each Limited Partner involved in the transaction.

9.2.2. To New Limited Partners: If a new partner wishes to join the partnership, they can do so by acquiring Tokens from an existing Limited Partner. This process makes the new partner a Limited Partner in the partnership, with their Capital Account reflecting the purchased Tokens.

9.3. Cession and Assignment:

9.3.1. Process: When a Limited Partner sells or transfers their Tokens to another party (either an existing Limited Partner or a new entrant), their rights and obligations associated with those Tokens are automatically ceded and

assigned to the acquiring party. This change is reflected in the Capital Accounts of the respective Limited Partners.

9.4. Redemption and Conversion:

- 9.4.1. Conversion to Fiat Currency: Before the redemption of the Tokens into fiat currency on the RainFin Platform, the Limited Partner is required to comply with the relevant 'know your client' legislation. This implies a full disclosure process in line with financial regulations.

9.5. Regulatory Compliance:

- 9.5.1. KYC and Legal Obligations: The transfer, sale, and redemption of Tokens involve compliance with legal and regulatory requirements, particularly those related to anti-money laundering (AML) and know your customer (KYC) legislations. This ensures that all transactions are transparent and legally compliant.

10. Permissionless vs. Permissioned nature of the Tokens

To expand on the nuances of the Tokens, and how it applies to the Limited Partnership Agreement for the ZAR Savings Token Partnership, please see additional detail below:

Permissionless vs. Permissioned Tokens:

Permissionless Tokens: These are tokens on a blockchain that anyone can transact with, without needing approval from a central authority. They enable complete openness and accessibility.

Permissioned Tokens: In contrast, these tokens exist on blockchain networks where access and transactions require authorization from a central entity or entities. This setup allows for more control over who can hold and transact with the tokens.

10.1. Application in the Limited Partnership Agreement

- 10.1.1. Nature of Tokens: In this partnership, the Tokens operate in a hybrid model. While they are primarily permissioned, given the need for KYC compliance for official recognition and redemption, they have permissionless characteristics in certain scenarios.
- 10.1.2. Transfer and Sale: The agreement allows for the transfer and sale of Tokens between Limited Partners or to new entrants without immediate KYC compliance. This aspect introduces a degree of permissionless interaction, where the Tokens can change hands without the immediate need for regulatory checks.

10.2. State of Being 'Permissionless':

- 10.2.1. Before KYC Compliance: When a Limited Partner sells their Tokens to a third party, these tokens can be considered 'permissionless' from a KYC standpoint until the point of redemption. This means that the third party can

hold the Tokens and theoretically have the associated rights without having gone through the KYC process.

- 10.2.2. Rights and Limitations: While holding these Tokens, the third party may have certain rights associated with the Tokens. However, for official actions like redemption from the General Partner or perhaps receiving certain benefits or returns, the KYC process becomes necessary.

10.3. **Implications for Token Holders:**

- 10.3.1. Legal and Regulatory Compliance: This arrangement underlines the importance of understanding the legal and regulatory framework within which these Tokens operate. While they can be transferred in a permissionless manner, the formal recognition of rights and privileges associated with the Tokens is contingent upon compliance with KYC requirements.

- 10.3.2. Operational Flexibility and Control: This hybrid approach provides operational flexibility for the Token holders while maintaining a level of control and oversight by the General Partner, especially for significant transactions and redemption processes.

The Tokens in this partnership arrangement exhibit both permissioned and permissionless characteristics. They can be transferred relatively freely, representing a more permissionless nature, but for formal recognition of rights and redemption, the permissioned aspect, marked by KYC compliance, becomes crucial. This structure offers a balance between ease of transfer and regulatory compliance, ensuring both operational flexibility and legal adherence.

11. RISK FACTORS

An investment in the Tokens involves certain risks. If one or more of the risk factors described below occur, Holders may incur a partial or even a total loss of their invested capital. Any potential investors should therefore consider the following factors addressed to Holders prior to investing into the Tokens.

An investment decision should not be made solely on the basis of the risk factors set out below, since such information cannot serve as a substitute for individual advice and information which is tailored to the requirements, objectives, experience, knowledge and circumstances of each Holder.

Potential investors should consider their financial situation and their investment objectives when deciding whether to purchase the Tokens and should always discuss the suitability of such Tokens with their own financial, legal and tax advisors in light of their personal circumstances prior to acquiring the Tokens.

In addition, potential investors should consider the risk factors described below together with the information regarding the Issuer and the Tokens included in this Information Memorandum when

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Directors: S.P. Emery, W.J. van der Merwe RainFin (RF) (Pty) Ltd is an Authorised Financial Services Provider (45756) Company
Registration Number: 2008/029213/07

deciding on an investment.

An investment in the Tokens is not suitable for investors who do not have sufficient knowledge of the financial sector. An investment in the Tokens requires detailed knowledge of the transaction described herein. Holders should have the necessary knowledge and experience in financial and other business matters and experience in investing in the Tokens.

The order in which the risk factors have been listed herein does not imply any statement as to the probability of an occurrence of a risk or the influence of the relevant risk factor on the value of the Tokens.

12. Risk factors relating to the value of the Tokens and the pertaining investment costs

12.1. Market environment

12.1.1. The market for Tokens may be volatile, illiquid and influenced by numerous factors. The market for securities issued by banks and companies is influenced by economic factors, the lack of or excess demand for the relevant type of Token and the market environment in South Africa as well as, to different degrees, by the market environment, interest rates, exchange rates and inflation rates in other countries. Such events occurring may result in market volatility and have an adverse effect on the price of the Tokens. The Holders are therefore exposed to the risk of an unfavourable development of the market prices of their Tokens, which materializes if the Holders sell the Tokens prior to the final maturity of such Tokens.

12.2. An active secondary market for trading in the Tokens may not develop which may have an adverse effect on the value of the Tokens

12.2.1. There is a risk that an active market for trading in the Tokens will not develop or that such market, if it develops, will be maintained. If no active market for trading in the Tokens develops or if such a market is not maintained, this may have an adverse effect on the price and the liquidity of the Tokens. Any agent instructed by the Issuer or any third party may act as market maker for the Tokens under the rules and laws applicable to the relevant secondary market and, in this context, provide quotations for bid and ask prices for the Tokens. Investors should note that such bid and ask prices do possibly not correspond to the actual market value of the Tokens and may include certain costs as well as premiums and discounts... The introduction of further competing products in the market may have an adverse effect on the value of the Tokens. In all these cases, investors may only be able to sell the Tokens at a lower price resulting in a loss for investors.

13. Transaction costs may considerably reduce the profit on the Tokens

The actual return on the Tokens may be less than the specified return as a consequence of transactions costs.

In any purchase or sale of Tokens, various incidental costs (transaction costs, commissions, taxes) are incurred, in addition to the actual price of the relevant Token, which may considerably reduce or even exclude any potential profit on the Tokens. Credit institutions, for example, charge a commission of their own for subscribing for or depositing securities to their clients, either in the form of a fixed minimum commission or as a pro rata commission that depends on the order value. To the extent further domestic and foreign institutions or agents, in particular domestic dealers or brokers in foreign markets, are involved in the execution of an order, Holders should note that brokerage fees, commissions and other costs (third- party costs) may be charged to them.

In addition to such costs, which are directly related to the purchase of a Token (direct costs), Holders should also consider follow-up costs (e.g. safekeeping services fees). Before acquiring any Tokens, potential investors should inform themselves on the additional costs arising in any acquisition, safekeeping or sale of the Tokens.

14. Taxation

The tax legislation of the state of residence of a prospective purchaser of Tokens and the Issuer's country of incorporation may have an impact on the income received from the Tokens.

The effective return on the Tokens may therefore be reduced due to tax consequences of the investment in the relevant Tokens.

Profits realised by the Holder in a sale or redemption of the Tokens are possibly subject to tax in his/her home jurisdiction or in another jurisdictions in which he/she is liable to taxation.

Prospective purchasers of Tokens are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of the Tokens.

The tax risks that investors should assess together with their advisers include, among others, the risk of double taxation (in Luxembourg and the investors' home jurisdiction).

- (a) Tax law amendments may have a retroactive and adverse effect on the value of the Tokens

Investors should be aware that tax law provisions and their application by the

competent tax authorities will be subject to amendments that may have retroactive effect, which could have an adverse effect on the value of the Tokens. As a consequence of such amendments the tax treatment of the Tokens may change in comparison to the tax situation prevailing at the time Tokens were purchased, and the information regarding the relevant tax laws and practices that is included in this document will no longer be correct or, with regard to the essential tax considerations regarding the Tokens, complete. It is impossible to provide a precise forecast regarding the tax treatment applicable at any given time; in addition, the Issuer may be entitled to redeem the Tokens as a consequence of amendments to tax laws or changes in the tax administration practice.

15. Financing the acquisition of the Tokens through a loan

If the acquisition of the Tokens is financed through a loan, a Holder may face the risk that no profit will be realised, or a loss will be realised on the Tokens.

If the acquisition of the Tokens is financed through a loan, and subsequently a default in payment or a failure to pay occurs regarding the Tokens, or there is a considerable decline in the price of the Tokens, the Holder does not only have to accept the loss incurred on the Tokens, but also pay the loan interest and loan principal. Then, the loss for the Holder may increase considerably. A potential investor should not rely on proceeds realised by selling the Tokens being sufficient to cover loan interest and loan principal.

Any potential investor should carry out a prior assessment of their financial situation as to whether they will be able to pay loan interest on and – at short notice, if required – repay such a loan in a situation where losses are incurred on the Tokens.

16. Risk factors relating to the structure of the Tokens

Potential investors and Holders should have detailed knowledge of the Terms and Conditions (including the provisions regarding limited recourse and non-petition).

17. No guarantee or surety

The Tokens are not secured either by a guarantee or a surety granted by a third party. Therefore, the claims of Holders against the Issuer under the Tokens will be limited to the assets allocated to the Series Assets only.

Potential investors should be aware that their investment in the Tokens will depend on the settlement amounts the Issuer will receive in accordance with the Reference Conditions of the Reference Entities.

18. Risk factors relating to the Recording System, the Registrar and the Token

The Recording System is the XCAP Network Blockchain, a public permissioned Ethereum Virtual Machine (EVM) compatible blockchain operated by XCAP Network LLC, a distributed ledger technology network and tamper-proof recording system in which data is logged in time sequence and stored in a manner protected against unauthorised deletion and subsequent modification.

The XCAP Network Blockchain (hereafter "network") forms an ecosystem of decentralised applications for the issuance and transfer of Digital assets (tokens), such as the Token (hereafter "Digital assets").

19. Risk related to the technology underpinning the Register

The technology underlying the Register and the Token is still in its early stages, and standards are still being identified and implemented. There will be significant changes in technology in the future. Technological developments in Digitalgraphy, code decryption, quantum computing, etc. may pose a risk to the Token of Digital assets and potentially facilitate price manipulation or forced consensus attacks by miners and others. In addition, alternative technologies could be introduced, making Digital assets less relevant or obsolete. The operation of Digital assets relies on software, including open-source software. Developers of such software are not employed or controlled by the Issuer, the Registrar or any other party related to the Tokens. Developers may introduce vulnerabilities and programming errors into the software or cease development of the software leaving Digital assets exposed to vulnerabilities, programming errors and threats of fraud, theft and cyber-attacks.

20. Risk from fraud, theft and cyber attacks

Due to the digital nature of Digital assets, they are an attractive target for fraud, theft and cyber-attacks. Holders of Tokens are directly exposed to the consequences of fraud, theft and cyber-attacks with respect to their holdings entered in the Register. Such events relating to other Digital assets recorded in the network or related decentralised networks may lead to investigations, legal disputes, negative sentiment and general scepticism regarding the long-term future of the technology underpinning the Register and therefore the Token. This may have a negative impact on the trust

placed and extent or growth-projections of the Ethereum blockchain. Holders of the Tokens may incur losses as a result of the aforementioned events, for example if the Issuer was ordered by a competent authority to replace the Register with an alternative register as a result of costs incurred by such transition.

21. Regulatory risk

Digital assets are, when compared to other traditional assets, new and various regulatory authorities are still in the process of forming an opinion on required regulatory measures in connection with Digital assets and related products (e.g. regulations relating to money laundering, taxation, consumer protection, disclosure requirements, capital flows, market abuse, etc.).

Any future international or supra-national regulatory measures may result in the illegality of certain Digital assets or related securities or the imposition of controls on the transferability of such Digital assets or related securities. Future regulatory actions may also limit the availability of markets and/or the market participants permitted to engage in transactions involving Digital assets or related securities. In addition, control mechanisms may significantly increase transaction fees on affected Digital assets. Potential investors should satisfy themselves that an investment in and holding of the Insti-Token complies with their local regulations.

22. Risk of loss of Digital asset credentials

After purchase, Digital assets are regularly stored in a so-called "wallet" on a computer, notebook or smartphone. These wallets are usually protected by a private key or password. Wallets typically have a public key and a private key or password that is used to access them. However, wallets are not comprehensively protected from hackers. Just like from real wallets, money can be stolen from a digital wallet. The prospects of getting that money back are slim. The risk of loss or theft of Digital asset credentials (and potentially adverse effects following such loss) can also not be excluded in relation to the Issuer of the Registrar. This can have a negative impact on the ability to proof ownership of the Insti-Token and could limit such Holder's ability to exercise their rights in respect of the Tokens or the Register.

23. Risk of loss of credentials due to quantum computing

There is a risk of private keys (used to create, transfer or destroy Tokens) becoming vulnerable to theft as a result of future developments in quantum computing. The inToken of private keys could significantly affect the integrity, safety and reputation of the Register and the Insti-Token.

24. Risks resulting from software development

The protocol code underlying the Register may be updated, added to, changed or modified from time to time by the developers and/or the user community. It is possible that any such update, addition, change or modification may adversely affect the functionality of the Register and thus the Insti-Token. There is a risk that such source code or protocol may be defective. Such a flaw could compromise the integrity and Token of the affected Register and the corresponding network. The source code of the Register is subject to public scrutiny and peer-reviews. Nevertheless, a bug may exist in the source code that has not yet been found and fixed, or such a bug may be exploited while it has not yet been fixed. There is also the risk that a bug is irreparable. These risks could substantially weaken the Register's or the Insti-Token's reputation, which could have a negative impact on the value of the Tokens. Various Digital assets have been implemented as, or substantially incorporated, publicly and freely available open-source software. The source code or protocol underlying the Register is publicly available and in constant development.

25. Risks associated with non-standard tokens or non-standard elements of standardised tokens

The Token is based on the Ethereum Request for Comments (ERC)-20 standard developed for Digital assets recorded in and issued via the Register. This standard is a publicly available, reviewed and tested standard being under constant further developments thus leading to new open standards. However, it cannot be excluded that the Token contains functions or data that may be considered non-standard. Such functions and standards have not been exposed to the same level of peer-review as the ERC-20 standard. Every software can contain errors or exhibit unforeseen malfunctions, including the Register and the Token. Potential investors should conduct their own review of the Smart Contract via a common block explorer on the Ethereum blockchain, where the source code can be inspected and form their own view of the functioning of the Smart Contract. Therefore, Holders bear the risk of loss of Token or of unforeseen technical disruptions to the Register or the Smart Contract in relation to the Tokens.

New and improved versions of the source code must be approved by a majority of the members of the network in order to update the version of the source code. In the event that a majority in the network cannot be reached for an update of the source code, this could result in urgent updates or improvements of the source code not being possible or being limited. Disagreement over or delays in certain proposed or required network changes may lead to splits within the network, which could substantially affect the remaining network's integrity and Token.

26. Register settlement and volatility risks

Holders bear the settlement and volatility risks associated with the Register and its native Digital asset. The network might shrink significantly, collapse or congestion might cause potential fees incurred for transfers of Tokens by Holders or potential fees incurred by the Issuer or the Registrar for the operation of functions of the Token via the Register (so called gas prices) to increase to the extent that would render the performance of such function or transfer becomes commercially unreasonable for the Holder, the Issuer or the Registrar. This could cause settlement delays or negatively affect the value of the Tokens.

27. POTENTIAL CONFLICTS OF INTERESTS

Each of the Transaction Parties or purchaser of Tokens may be the same legal entity. Because of such and other relationships, potential conflicts of interests may arise between these parties and the Holders.

Each of the Transaction Parties or purchaser of Tokens as well as their respective affiliates may each also assume another function in relation to the Tokens. These parties may furthermore enter into transactions affecting the Reference Assets. Any such transactions may have positive or negative effects on the value of the Reference Assets, and thus on the value of the Tokens.

Prior to the Issue Date any of the Transaction Parties (except the Issuer) may hold the assets which are supposed to constitute all or part of the Reference Assets for the Tokens. Therefore, a corresponding party may be interested in ensuring that such assets will be transferred to the Issuer on the Issue Date to constitute all or part of the Reference Assets for the relevant Tokens. The issue price of the Tokens includes certain fees, commissions and expenses to be paid to any of the Transaction Parties or incurred by the Issuer.

Furthermore, any of the Transaction Parties, as well as their respective affiliates, may act as market makers for the Reference Assets in certain cases. By way of such market making, the relevant party determines the price of the Reference Assets itself to a large extent and thus influences the value of the Reference Assets and therefore the Tokens' value. The prices quoted by the relevant party in its function as market maker may not always correspond to the prices that would have been fixed without such a market making and in a liquid market.

Any of the Transaction Parties, as well as their respective affiliates, may obtain – due

to the type of the relationships described in this Information Memorandum or for other reasons – information on the Reference Assets which is not publicly available and is or may be of key significance in connection with the Tokens. None of the Transaction Parties, nor any of their affiliates, undertake to disclose such information to the Holders.

28. Selling Restrictions

The distribution of this Information Memorandum and the offering of the Tokens may be restricted by legal provisions in certain jurisdictions. The Issuer makes no representation as to the legality of the distribution of this Information Memorandum or the offer of the Tokens in any jurisdiction under the registration and other provisions or exemptions in force there and assumes no responsibility that the Information Memorandum can be disseminated or an offer made.

Persons who obtain possession of this Information Memorandum are hereby requested by the Issuer to inform themselves about, and to observe, the relevant applicable restrictions.

In particular, restrictions apply with respect to the offer of the Tokens issued within and outside:

- The United States
- the European Economic Area (EEA)

The Tokens may only be offered or sold if all applicable laws and other applicable regulations are complied with which are applicable in the respective jurisdiction in which the purchase, offer, sale or delivery of Tokens is intended or in which the securities prospectus is distributed or held, and if all consents and approvals required in this jurisdiction for the purchase, offer, sale or delivery of Tokens have been obtained. Persons who come into possession of this Information Memorandum are hereby requested by the General partner to check and comply with the applicable restrictions.

28.1. United States

The Tokens are not and, in the future, will not be registered in accordance with the provisions of the United States' Securities Act of 1933, as amended (the "Securities Act") and are subject to certain requirements under U.S. tax law.

The Tokens are not appropriate for any person (natural, corporate or otherwise) who is (or who receives a guarantee or other credit support with respect to its obligations thereunder from) a U.S. Person. For this purpose, "U.S. Person" includes any person or entity that is either (1) a "U.S. person" as defined under Regulation S of the Securities Act or (2) a "U.S. person" under any of the 2013 Interpretative Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations issued by the U.S. Commodity Futures Trading Commission (the "CFTC"), Section 240.3a71- 3(a)(4) of the regulations of the U.S. Securities and Exchange Commission (the "SEC") or under any rule, regulation, guidance or interpretation of the CFTC or the SEC promulgated or issued on or after the date hereof (as amended). For the avoidance of doubt, "U.S. Person" as used herein, includes, without limitation any U.S. resident, corporation, company, partnership or other entity established under the laws of the United States. Accordingly, the Tokens may not be offered, sold, assigned, transferred or distributed (in whole or in part) to any U.S. Person (or to any person or entity that receives a guarantee or other credit support with respect to its obligations thereunder from a U.S. Person).

Each purchaser of the Tokens will be deemed to undertake and agree not to offer, sell or deliver the Tokens to a U.S. Person.

28.2. European Economic Area

The Tokens may not be offered within the European Economic Area (EEA). Each purchaser of the Tokens will be deemed to undertake and agree not to offer, sell or deliver the Tokens to any person within the EEA.

28.3. Republic of South Africa

The distribution of this Information Memorandum and the offering of the Tokens are restricted in terms of the relevant legislation and regulations of the Republic of South Africa. These Tokens are aimed at qualified and/or professional investors and are not available to the general public at large. The intended investors include a restricted group with a common interest who receive the invitation to invest.



Liquidity Plus

This term sheet must be read with our Business Client Agreement.

Description of the product

Our Liquidity Plus is an interest-bearing account, which allows you immediate access to your account balance.

What are the features of the product?

Minimum balance

No minimum sum is required to open the account.

No minimum balance is required to transact on the account.

How you can transact with the product

You can pay money into your account and make withdrawals and transfers at one of our branches.

You can transact on your account online if you have registered for our online banking.

Notifications

Account statements are available on request. You can save money by opting to receive your statement via email or view your statement on your Absa Online banking profile.

Pricing structure

Interest

Interest is calculated on your account balance daily and credited to your account monthly in arrears. Interest rates are expressed as a percentage per annum. The interest rate on your account is variable and linked to market conditions.

Interest is fully taxable and you will be responsible for any tax on the interest earned.

You are not entitled to interest if your account balance is less than R1 000.00 (one thousand rand).

We may change the interest rate from time to time. The new interest rate will be shown on our website at absa.co.za and at our branches before the change comes into effect.

Fees

Our fees for transactions and other services, where applicable (e.g. statements, balance enquiries, withdrawals) are published on our website and are available at our branches.

Capital guarantee

We guarantee the repayment of your capital (i.e. the original amount invested plus interest according to the rules of the product to the account, less deductions) for as long as we are trading as a bank.

Where you can find more information about this product

For further information, please visit our website at absa.co.za, contact your Banker or call our Call Centre on 0800 227 592.

Disclaimer

All information contained herein, including information in respect of pricing and terms and conditions, is subject to change as set out in the relevant terms and conditions.

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