

# Change in Financial Services Provider (FSP)/ Financial Adviser/Assistant Details Form

The M&G life products are underwritten by MandG Investments Life South Africa (RF) Ltd (Registration number: 2008/013338/06) (M&G Life) an approved linked long-term insurer in terms of the Insurance Act. M&G South Africa Collective Investment Scheme funds are managed by MandG Investments Unit Trusts South Africa (RF) Ltd (Registration number: 1999/005242/06) (the Manager), an authorised Manager in terms of the Collective Investment Schemes Control Act ("CISCA"). All M&G Namibia Unit Trust funds are managed by MandG Investments Unit Trusts (Namibia) Ltd (Registration number: 2007/609), an approved Management Company in terms of the Unit Trusts Control Act, 1981. All assets of the M&G SA group of companies are managed by MandG Investment Managers (Pty) Ltd (Registration number: 2013/051515/07), which is an approved discretionary Financial Services Provider (#45199). These companies are herein collectively called "M&G".

## Our contact details

|                                   |                        |                                     |
|-----------------------------------|------------------------|-------------------------------------|
| <b>SA Sharecall:</b> 0860 105 775 | <b>Postal address:</b> | <b>Physical address:</b>            |
| <b>Namibia:</b> +264 61 256 166   | PO Box 23167           | 7 <sup>th</sup> Floor, Protea Place |
| <b>Email:</b> info@mandg.co.za    | Claremont              | 30 Dreyer Street                    |
| <b>Web:</b> www.mandg.co.za       | 7735                   | Claremont                           |

## When and how to complete this form

- If the FSP license number has changed please complete a new **FSP and Financial Adviser Application Form**
- Only complete the sections and supply the documentation applicable to your change.
- If changes are related to the Broker House or Broker House assistant, an Authorised Individual (authority to act on behalf of the Broker House) must sign this form.
- It is the responsibility of the Broker House to notify Prudential if and when any changes occur.
- We can only process your application once we have received all the required documentation.
- Information written outside of the relevant fields will not be considered when processing your application.

## Document checklist

- This completed, signed and dated application form
- Copy of the Broker House name change (Change of name certificate - CM9/COR15.2)\*
- Copy of the Broker House Financial Services Board (FSB) License\*
- Proof of the authority to act on behalf of the Broker House (e.g. board/member resolution)
- A recent bank statement (not older than 3 months) reflecting the name and bank account details of the Broker House (if applicable)
- Clear copy of a utility bill (not older than 3 months) reflecting the name and physical (not postal) address of the Broker House (if applicable)\*

\* Please refer to the **Supporting Documentation Annexure** for a list of documentation we will accept for a South African or a Namibian FSP.

## What happens next

- Please e-mail a copy of this completed and signed agreement accompanied with the supporting documentation to [info@mandg.co.za](mailto:info@mandg.co.za) or your M&G Business Development Manager. We reserve the right to request additional documents, if required.
- Processing can only commence once all the necessary documentation has been received.

**1 FSP details**

Existing M&G Investments FSP number  FSP license number

Registered name

Trading name

**2 FSP contact details**

Only complete this section if the Broker House contact details have changed

Registered physical address

Country  Postal code

Postal address  
(If different to business)

Country  Postal code

Telephone +  /  -  Cellphone\* +  -

Email address\*

**3 FSP bank details**

Only complete this section if the Broker House bank details have changed accompanied by a recent bank statement (not older than 3 months)

Name of bank account holder

ID/Registration number of bank account holder

Name of bank

Branch name  Branch code

Branch city  Branch country

Account number

Type of account    Current/Cheque     Savings     Transmission

No payments will be made by M&G Investments to third parties. Bank accounts must be in the name of the FSP. All fees due to the FSP, or any of its Financial Advisers, will be paid into this account.

**4 Correspondence preferences**

Only complete this section if the Broker House correspondence preference must change

FSP correspondence must be sent to    Email address

#### 4 Financial Adviser details

This section must be completed by the main Authorised Individual for the FSP

Existing M&G Investments FSP number

Title  Capacity

First name and surname

Nationality  Date of birth

ID number (Passport number if foreign national)  Passport expiry date

Telephone +  /  -  Cellphone +  -

Email address

#### Contact details of entity

Business address

Country  Postal code

Postal address (if different to business)

Country  Postal code

Telephone +  /  -  Home Telephone +  -  Work

Facsimile +  /  -  Number Cellphone +  -  Number

Email address

New individuals to the Broker House must complete an [FSP Representative Form](#).

#### 5 Assistant details

Only complete this section if an existing assistant's details have changed:

Title  First name(s)

Surname

ID number (Passport number if foreign national)  Passport expiry date

Telephone +  /  -  Cellphone +  -

Email address

#### Details of the Financial Adviser for this assistant

Full name and surname

Existing M&G Investments FSP number

#### Authorised signatory of FSP

Full name of Authorised Individual  Capacity

Signature of Authorised Individual  Place

Date

Authorised individual 4

Title  Capacity

First name and surname

ID number (Passport number if foreign national)  Passport expiry date 

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Email address

Country of citizenship

Authorised individual 5

Title  Capacity

First name and surname

ID number (Passport number if foreign national)  Passport expiry date 

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Email address

Country of citizenship

Authorised individual 6

Title  Capacity

First name and surname

ID number (Passport number if foreign national)  Passport expiry date 

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Email address

Country of citizenship

Authorised individual 7

Title  Capacity

First name and surname

ID number (Passport number if foreign national)  Passport expiry date 

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Email address

Country of citizenship

Authorised individual 8

Title  Capacity

First name and surname

ID number (Passport number if foreign national)  Passport expiry date 

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Email address

Country of citizenship

## 9 Financial Adviser details

### Financial Adviser 1

Title  First name(s)

Surname

Country of citizenship  Date of birth

ID number (Passport number if foreign national)  Passport expiry date

### Contact details

Business physical address

Country  Postal code

Business postal address

Country  Postal code

Telephone +  /  -  Telephone +  -   
Country/Area code Number (Home) Country/Area code Number (Work)

Facsimile +  /  -  Cellphone\* +  -   
Country/Area code Number Country/Area code Number

Email address\*

### Licensed for categories

| Category 1 (non-discretionary)     |                          | Category 2 (discretionary)         |                          |
|------------------------------------|--------------------------|------------------------------------|--------------------------|
| 1.14 Participatory interest in CIS | <input type="checkbox"/> | 2.11 Participatory interest in CIS | <input type="checkbox"/> |
| 1.4 Long term - Category C         | <input type="checkbox"/> | 2.2 Long term - Category C         | <input type="checkbox"/> |

### Assistant details

Title  First name(s)

Surname

ID number (Passport number if foreign national)  Passport expiry date

Telephone +  /  -  Cellphone +  -   
Country/Area code Number Country/Area code Number

Email address

### Correspondence preferences

FSP correspondence must be sent to  Authorised Individual  Assistant  (as listed above)

**Financial Adviser 2**

Title  First name(s)

Surname

Country of citizenship  Date of birth

ID number (Passport number if foreign national)  Passport expiry date

**Contact details**

Business physical address

Country  Postal code

Business postal address

Country  Postal code

Telephone +  /  -     Telephone +  -

Country/Area code Number (Home) Country/Area code Number (Work)

Facsimile +  /  -     Cellphone\* +  -

Country/Area code Number Country/Area code Number

Email address\*

**Licensed for categories**

| Category 1 (non-discretionary)     |                          | Category 2 (discretionary)         |                          |
|------------------------------------|--------------------------|------------------------------------|--------------------------|
| 1.14 Participatory interest in CIS | <input type="checkbox"/> | 2.11 Participatory interest in CIS | <input type="checkbox"/> |
| 1.4 Long term - Category C         | <input type="checkbox"/> | 2.2 Long term - Category C         | <input type="checkbox"/> |

**Assistant details**

Title  First name(s)

Surname

ID number (Passport number if foreign national)  Passport expiry date

Country/Area code Number Country/Area code Number

Telephone +  /  -     Cellphone +  -

Email address

**Correspondence preferences**

FSP correspondence must be sent to  Authorised Individual  Assistant  (as listed above)

**Financial Adviser 3**

Title  First name(s)

Surname

Country of citizenship  Date of birth

ID number (Passport number if foreign national)  Passport expiry date

**Contact details**

Business physical address

Country  Postal code

Business postal address

Country  Postal code

Telephone +  /  -  Telephone +  -

Country/Area code Number (Home) Country/Area code Number (Work)

Facsimile +  /  -  Cellphone\* +  -

Country/Area code Number Country/Area code Number

Email address\*

**Licensed for categories**

| Category 1 (non-discretionary)     |                          | Category 2 (discretionary)         |                          |
|------------------------------------|--------------------------|------------------------------------|--------------------------|
| 1.14 Participatory interest in CIS | <input type="checkbox"/> | 2.11 Participatory interest in CIS | <input type="checkbox"/> |
| 1.4 Long term - Category C         | <input type="checkbox"/> | 2.2 Long term - Category C         | <input type="checkbox"/> |

**Assistant details**

Title  First name(s)

Surname

ID number (Passport number if foreign national)  Passport expiry date

Telephone +  /  -  Cellphone +  -

Country/Area code Number Country/Area code Number

Email address

**Correspondence preferences**

FSP correspondence must be sent to  Authorised Individual  Assistant  (as listed above)

**Financial Adviser 4**

Title  First name(s)

Surname

Country of citizenship  Date of birth

ID number (Passport number if foreign national)  Passport expiry date

**Contact details**

Business physical address

Country  Postal code

Business postal address

Country  Postal code

Telephone +  /  -  Telephone +  -

Country/Area code Number (Home) Country/Area code Number (Work)

Facsimile +  /  -  Cellphone\* +  -

Country/Area code Number Country/Area code Number

Email address\*

**Licensed for categories**

| Category 1 (non-discretionary)     |                          | Category 2 (discretionary)         |                          |
|------------------------------------|--------------------------|------------------------------------|--------------------------|
| 1.14 Participatory interest in CIS | <input type="checkbox"/> | 2.11 Participatory interest in CIS | <input type="checkbox"/> |
| 1.4 Long term - Category C         | <input type="checkbox"/> | 2.2 Long term - Category C         | <input type="checkbox"/> |

**Assistant details**

Title  First name(s)

Surname

ID number (Passport number if foreign national)  Passport expiry date

Telephone +  /  -  Cellphone +  -

Country/Area code Number Country/Area code Number

Email address

**Correspondence preferences**

FSP correspondence must be sent to  Authorised Individual  Assistant  (as listed above)



**Financial Adviser 5**

Title  First name(s)

Surname

Country of citizenship  Date of birth

ID number (Passport number if foreign national)  Passport expiry date

**Contact details**

Business physical address

Country  Postal code

Business postal address

Country  Postal code

Telephone +  /  -  Telephone +  -

Country/Area code Number (Home) Country/Area code Number (Work)

Facsimile +  /  -  Cellphone\* +  -

Country/Area code Number Country/Area code Number

Email address\*

**Licensed for categories**

| Category 1 (non-discretionary)     |                          | Category 2 (discretionary)         |                          |
|------------------------------------|--------------------------|------------------------------------|--------------------------|
| 1.14 Participatory interest in CIS | <input type="checkbox"/> | 2.11 Participatory interest in CIS | <input type="checkbox"/> |
| 1.4 Long term - Category C         | <input type="checkbox"/> | 2.2 Long term - Category C         | <input type="checkbox"/> |

**Assistant details**

Title  First name(s)

Surname

ID number (Passport number if foreign national)  Passport expiry date

Telephone +  /  -  Cellphone +  -

Country/Area code Number Country/Area code Number

Email address

**Correspondence preferences**

FSP correspondence must be sent to  Authorised Individual  Assistant  (as listed above)

**Authorised signatory of FSP 1**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

|                                    |                      |          |   |
|------------------------------------|----------------------|----------|---|
| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
|                                    |                      | Date     | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

**Authorised signatory of FSP 2**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

|                                    |                      |          |   |
|------------------------------------|----------------------|----------|---|
| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
|                                    |                      | Date     | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

**Authorised signatory of FSP 3**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

|                                    |                      |          |   |
|------------------------------------|----------------------|----------|---|
| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
|                                    |                      | Date     | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

**Authorised signatory of FSP 4**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

|                                    |                      |          |   |
|------------------------------------|----------------------|----------|---|
| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
|                                    |                      | Date     | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

**Authorised signatory of FSP 5**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

|                                    |                      |          |   |
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| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
|                                    |                      | Date     | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

**Authorised signatory of FSP 6**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

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| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
|                                    |                      | Date     | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

**Authorised signatory of FSP 7**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

|                                    |                      |          |   |
|------------------------------------|----------------------|----------|---|
| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
|                                    |                      | Date     | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |

**Authorised signatory of FSP 8**

I declare that I have read, understand and accept the terms and conditions of this agreement and that the above details are correct.

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| Full name of Authorised Individual | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of Authorised Individual | <input type="text"/> | Place    | <input type="text"/>  |
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**FOR OFFICE USE ONLY - Authorised M&G representative**

|  |                      |          |   |
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| Full name of authorised M&G representative | <input type="text"/> | Capacity | <input type="text"/>  |
| Signature of authorised M&G representative | <input type="text"/> | Place    | <input type="text"/>  |
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## Terms and conditions

Once you have received confirmation that M&G has accepted your application, you will be able to market M&G's products subject to the terms and conditions of this agreement.

These terms may be amended by M&G from time to time, and in such cases, a notification will be sent to you. You agree to be bound by the latest version of these terms and conditions from their effective date.

### Advertising restrictions

Once M&G recognises you as a Financial Adviser, you may only advertise and use M&G's marketing material for its intended purposes. Current information about M&G can be obtained from [www.mandg.co.za](http://www.mandg.co.za). M&G is only responsible for the information relating to M&G that it gives you, or that you obtain directly from its website. You will keep all agreements between you and M&G that relate to the nature and frequency of the advertising and promotion of its products. You will follow all advertising and promotion guidelines that M&G sets in writing. You will not use M&G's brand, logos or trademarks on your website or in your marketing material without M&G's written consent, please contact M&G at [info@mandg.co.za](mailto:info@mandg.co.za) to obtain the relevant approval documents.

### Financial Adviser limitations

This agreement does not mean you are an agent of M&G. You are solely your client's agent to facilitate his/her investment in M&G's products. You have no authority to accept any client application on behalf of M&G or to bind M&G in any way in respect of any transaction. You will notify each of your clients of this clause. You will not at any time buy or sell or act as the agent, Financial Adviser or any other type of representative to buy or sell units in the products, except in terms of this agreement. You will not claim to represent M&G or make promises on behalf of M&G, unless M&G, specifically authorises you to do so.

Only Financial Advisers listed above or that have completed an Addition of Financial Adviser to existing Financial Service Provider form, may market and sell the products of M&G, and may only do so for the products listed in the declaration above. You indemnify M&G, against all claims relating to losses suffered because of the actions and/or omissions of your Financial Adviser.

### Advisory indemnity

In the event that clients have appointed you or your Financial Adviser as their agent and or Financial Adviser, you hereby indemnify M&G against:

1. Any loss or damage suffered by M&G; and all direct or indirect claims (including claims for consequential damages) which may be made against M&G relating to any loss or damage suffered by any person, as a result of the advice given by you or your Financial Advisers or any instructions submitted by you or your Financial Advisers to M&G on the client's behalf.

#### Further, you confirm that:

2. You or your Financial Advisers have concluded a valid written legal mandate with the client wherein you or your Financial Advisers are appointed by the client as their Financial Adviser, which mandate remains in force.
3. You or your Financial Advisers are authorised in terms of the mandate concluded with clients to submit instructions to M&G for and on behalf of your clients, either via forms, in writing or via M&G's secure online platform.
4. You or your Financial Advisers acknowledge and agree that you will only act on your client's instruction when submitting any instructions to M&G (whether in writing or via M&G's secure online platform)
5. M&G will not be held liable for loss or damage which may result from M&G acting on any instructions submitted by you or your Financial Advisers for the client, and you hereby indemnify M&G against all direct or indirect claims (including claims for consequential damages) which may be made against M&G in this regard. This indemnity does not extend to claims in respect of loss or damage which results from any negligent or wilful errors or omissions committed by M&G.
6. In the event that you or your office or staff, are victims of a cybercrime (e.g. hacked, phished, pharmed, identity theft scams, malware, spoofed, keylogging, sniffing, invasion of privacy etc.) committed by a third party and an instruction is given to M&G in your name or on behalf of your clients, whether or not authorised or known by you, M&G will not be responsible for any loss or damage which may result from M&G following such instruction and you hereby indemnify M&G against all direct or indirect claims (including claims for consequential damages) which may be made against M&G in this regard.

### Your responsibilities once your application has been processed

In the case of instructions and application forms submitted electronically or by other means on behalf of your client, it is your responsibility to make sure that M&G has received the instruction. A fax confirmation receipt or email read receipt will not be regarded as proof that a specific document was received by M&G. You indemnify M&G against all claims relating to losses suffered because M&G did not receive an application.

You acknowledge that you have a thorough knowledge are acquainted with M&G's products, and will at all times act according to all legislation that applies to Financial Advisers and the respective M&G products.

You will make sure that the client has read and fully understood the application form, the terms and conditions of the investment, as well as any related marketing material, before he/she signs the application form. M&G will not accept any liability if you do not comply with this requirement.

### Your competence and accreditation

You declare that your Financial Advisers are competent and accredited, as required by South African law and that of other jurisdictions, to give investment advice in respect of the product/s for which your clients will be applying.

### Fee agreement

M&G may, at its sole discretion, change the basis and parameters for adviser fees as applicable to its products from time to time, and will notify you of any changes accordingly.

### Fee payments

M&G will pay Financial Adviser fees to you on the basis agreed between you and your client and signed for in the relevant section of the applicable application form, once the application is accepted and the investment amount received. M&G may reverse the Financial Adviser fee payment if an investment contract is cancelled after the date of investment, or if a fee was paid in error, and/or M&G needs to refund the Financial Adviser fees paid to the investor. You will then be required to immediately refund to M&G the Financial Adviser fees paid to you.

Initial and ongoing Financial Adviser fees will be paid monthly, in arrears, by means of electronic bank transfer into the bank account indicated by you on this application form. Financial Adviser fees will only be paid once the amount concerned exceeds the minimum amount (determined by M&G from time to time). Any amount less than the minimum amount will accrue towards the next calculation period. Payment will only be made on cleared investment amounts. M&G will provide you with a statement when fees are payable to you. The accrual period for the unit trust business runs from the 26<sup>th</sup> to the 25<sup>th</sup> of the following month and may change from time to time.

You will cease to be entitled to both initial and ongoing Financial Adviser fees in respect of any investment made by a client, should your client notify M&G of the termination of their contract with you (M&G will notify you accordingly), or should you cease to be the client's appointed Financial Adviser.

You will not earn any Financial Adviser fees on a withdrawal or the switching of units between any of the products. In the case of a dispute relating to Financial Adviser fees, M&G may at its sole discretion withhold payment until the dispute has been resolved.

### VAT vendors

If you registered for VAT, your fee statements will show your registration number and payment amounts. Failure to provide M&G with a VAT certificate will result in no VAT being paid nor will it be backdated.

### Termination of this agreement

M&G reserves the right to terminate this agreement at its discretion on giving you 30 calendar days' written notice, or immediately without notice should your license be terminated by a regulatory body. You will no longer be entitled to any Financial Adviser fees in respect of any investment placed by a client, whether by lump sum or debit order, affected at any time after the termination of this agreement with M&G.

### Address for business and legal purposes

You choose the physical address provided in this agreement as your address for delivery of documents and legal notices.

### Protection of Personal Information

M&G may collect, verify, use, store or otherwise process your personal information (including your Financial Advisers, representatives, agents, and assistants) for the purposes of providing the products and/or services which you have requested from M&G. Your personal information may be collected directly from you or where appropriate a regulator or state body. M&G may further process your personal information to improve our service, products, and your experience. M&G is required to process and keep your (including your Financial Advisers, representatives, agents, and assistants) and your client's information to perform its obligations lawfully, fairly, and competently. M&G will only process your personal information for the purposes it was collected for, and any other legitimate purposes related to the original purpose. M&G has controls and security measures in place to protect your personal information from unauthorised use. For security and servicing purposes M&G may monitor, and record telephone calls and other instructions submitted by other means. We may share your personal information with our employees, agents, subcontractors, and with other entities within the M&G group. Personal information may be transferred to offshore providers, in such instances M&G will ensure that sufficient legislation or agreements are in place for the information to remain adequately protected. You are entitled to request access to the information we have collected, processed, and shared. All processing of personal information will be done in accordance with applicable laws and M&G Group's privacy policy, which can be obtained at [www.mandg.co.za/mandg-online-privacy-policy.pdf](http://www.mandg.co.za/mandg-online-privacy-policy.pdf).

### Anti-bribery and corruption provision

1. M&G adheres to South Africa's Prevention and Combating of Corrupt Activities Act, 2004; Prevention of Organised Crime Act No.121 of 1998 and The Protected Disclosures Act 26 of 2000 and the respective regulations (the "anti-bribery and anti-corruption laws and regulations").
2. M&G and its related parties are part of the UK listed M&G plc group of companies, as part of a global financial services group, M&G is committed to creating and delivering sustainable value for their investors and it conducts its business in honest, ethical and professional manner and adheres to the highest standards of corporate governance.
3. M&G has always adopted a zero tolerance towards all corrupt activities.
4. M&G forbids and does not support any individuals or organisations that participate in any acts of fraud, bribery, corruption or in the practice of making use of facilitation payments, where facilitation payments is defined as "payments" made as a way to get or speed up a legitimate service that is offered by a government agent. Facilitation payments do not include legitimate fees that are payable for that service and the fees are applicable to anyone receiving the same or similar service. Facilitation payments also do not include the payment of a "fast track" fee as long as the faster service is available to anyone paying a similar fee, nor do they include the provision of resources to assist the government agent to more efficiently provide the services that are supplied. These acts are illegal and have the ability to cause damage to the reputation of the M&G.
5. For the avoidance of doubt, bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage. An advantage includes money, gifts, loans (or the forgiveness of a debt), fees, hospitality, services, discounts, employment opportunities, the award of a contract or anything else of value. A person acts improperly if they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. Corruption is the abuse of entrusted power or position for private gain.
6. You warrant that you have not participated in any acts of fraud, bribery or corruption, and that you have not paid any facilitation payments to any government agents, and that you have taken reasonable steps to ensure that none of your employees or agents have done so. You further warrant that you have not breached any applicable anti-bribery and anti-corruption laws and regulations, and that you have taken reasonable steps to ensure that none of your employees or agents have done so.

7. Further to the above, you undertake to:
  - a) Comply with all applicable anti-bribery and anti-corruption laws and regulations;
  - b) Not offer any bribe or facilitation payment to any public official or other person;
  - c) Not offer, pay, agree to accept or accept any bribe or corrupt payment in respect of any activity related or attributable to M&G; and
  - d) Not do anything that may cause M&G to breach the applicable anti-bribery and anti-corruption laws and regulations.
8. For the avoidance of doubt, you undertake to refrain from offering or paying any bribes to any clients to entice them to invest in any of M&G's products and you undertake to refrain from accepting (or agreeing to accept) any bribe from any employee or agent of M&G in order to inappropriately influence your advice and or decision in respect of the investment of funds on behalf of any clients.
9. Should you become aware of any breach of the warranties or undertakings detailed above, you undertake to notify M&G in writing as soon as reasonably practicable.
10. You agree that M&G shall be entitled to immediately terminate this agreement for any breach of the above provisions that relate to anti-bribery and corruption. To the extent that you, your owners and/or your directors or senior managerial persons, are the subject of credible adverse media reporting or criminal prosecution involving allegations of bribery, corruption, fraud and/or any criminal offence that is based on dishonesty and/or regulatory infractions or enforcement actions and/or allegations of an objectively adverse nature, and if this negatively impacts on the reputation of M&G or is likely to impact negatively the reputation, you confirm and acknowledge that M&G may, without any liability whatsoever, terminate this agreement. M&G will undertake to provide you with a reasonable opportunity to respond to the credible adverse media reporting or criminal prosecution before M&G terminates this agreement. In this regard, M&G will notify you in writing requesting your written response within 48 hours. Thereafter, it will be within M&G's discretion to immediately terminate.

### **Sanctioned and Prominent Persons**

#### **You consent that M&G may**

1. Process your personal information to conduct sanctions screening against all mandatory and non-mandatory sanctions lists, including but not limited to the sanctions list of the United Nations Security Council; the United States Office of Foreign Assets Control; the United Kingdom Her Majesty Treasury; the European Union and South Africa ("sanctions lists") and/or politically exposed person screening and to monitor your instructions and transactions;
2. Share your personal information with local and international Regulatory Bodies as well as other related entities if you are matched to one of these sanctions lists, if we are required to do so in terms of laws, internal and external policies and procedures, rules and requirements relating to international sanctions, prohibited business activities and the detection and prevention of money laundering and the financing of terrorism ("financial crime regulation") or if we decide to do for internal business purposes;
3. Terminate this agreement, any transaction or instruction, and/or our business relationship with you with immediate effect and without warning if you are found to be on a sanctions list or if your use of our products or services contravenes any applicable financial crime regulation.

You agree that M&G is not responsible for any losses or damages (whether direct or consequential) that you may suffer because of the processing of your personal information for purposes relating to financial crime regulation; delays or non-execution by M&G or any other member of the M&G plc Group of obligations undertaken under these terms and conditions or other obligations, attributable in whole or in part to activities which M&G or any related entity, at its unfettered discretion, considers appropriate for its compliance with financial crime regulation, or the termination of this agreement, any transaction or instruction, and/or our business relationship with you.

### **Conflict of interest disclosure**

M&G does not engage in any proprietary trading, i.e. it does not buy and sell assets with its own money to make a profit for itself. It only invests investors' money. However, M&G will seed (provide the start-up investment money for) unit trust funds where the law requires it. All service providers, such as stock brokers, are selected based on investors' best interests and commercial terms. M&G manages and monitors the risks of personal and business conflicts of interest. Controls include awareness, disclosures, approval processes and enforcement. M&G and its staff will not be part of any activity prohibited by the Prevention and Combating of Corrupt Activities Act. All tangible gifts, benefits or hospitality, given and received, are limited to specific amounts. Staff members receive a mix of guaranteed and variable pay (the latter driven by business profits). New Business Development Managers receive commission driven by new business targets, as well as by how well they service and support existing investors. Investment staff members are further incentivised based on personal performance. Investment performance bonuses align the interests of the investment professionals and clients. If investment performance is poor, investment professionals receive less pay. The The MandG Staff (South Africa) Equity Trust, of which all employees are beneficiaries, is an indirect shareholder of 28.08% in M&G's holding company, MandG Investments Southern Africa (Pty) Ltd. Staff may trade financial instruments for their own profit. Personal trading is monitored by M&G's Risk and Compliance. No staff member may trade for their personal account while M&G's clients are in the market. Staff may invest in the financial products managed by M&G SA, e.g. unit trust funds.

# M&G FICA and supporting documentation annexure for South African Financial Advisers

In terms of the Financial Intelligence Centre Act (FICA), before M&G Investments can enter into any transaction it is mandatory that we obtain and verify certain information from an investor. Where the Financial Services Provider (FSP) is a legal entity, we need to identify the legal entity and its beneficial owners, controlling persons and authorised signatories, prior to entering into a transaction. We retain the right to contact you to request additional information/documentation should it be needed.

Please ensure that documents clearly show your full name, surname, identity number, issue date and photograph. If a smart card is used, ensure that we receive a clear copy of both the front and back of the smart card.

## Individuals/Sole Proprietorship

|  |                          |
|--|--------------------------|
| 1. South African issued identity document ("ID"), smart card or temporary ID/drivers licence/passport with a letter explaining why no ID was provided. | <input type="checkbox"/> |
|--|--------------------------|

## Close Corporations

|   |                          |
|---|--------------------------|
| 1. The most recent CK1 (founding statement), CK2 (Amended founding statement) or CIPC print out | <input type="checkbox"/> |
| 2. Identity document for each member and the persons authorised to act                          | <input type="checkbox"/> |
| 3. Proof of authority to act in the form of a members' resolution                               | <input type="checkbox"/> |

## Unlisted SA Company

|   |                          |
|---|--------------------------|
| 1. The most recent CM1/COR14.3 (Certificate of incorporation) or CIPC print out   | <input type="checkbox"/> |
| 2. The most recent CM29/COR39 or CIPC print out   | <input type="checkbox"/> |
| 3. A company organogram or a letter from the SA company's accountant/auditor/company secretary listing all shareholders who hold 25% or more of the voting rights (directly or indirectly)                  | <input type="checkbox"/> |
| 4. Identity document of each natural person holding 25% or more of the voting rights (directly or indirectly), the managing director of the company and persons authorised to act on behalf of the company. | <input type="checkbox"/> |
| 5. Proof of authority to act in the form of a directors' resolution   | <input type="checkbox"/> |

## Listed Company

|  |                          |
|--|--------------------------|
| 1. Official documentation from the relevant securities exchange, or other acceptable source, reflecting current listing status | <input type="checkbox"/> |
| 2. Identity document of the managing director and persons authorised to act  | <input type="checkbox"/> |
| 3. Proof of authority to act: Power of attorney, mandate, directors resolution or valid court order                            | <input type="checkbox"/> |

## Foreign Company

|   |                          |
|---|--------------------------|
| 1. Official documentation reflecting the registered name, registration number, registered address, and any name changes since incorporation   | <input type="checkbox"/> |
| 2. A company organogram or a letter from the company's accountant/auditor/company secretary listing all shareholders who hold 25% or more of the voting rights (directly or indirectly)                     | <input type="checkbox"/> |
| 3. Identity document of each natural person holding 25% or more of the voting rights (directly or indirectly), the managing director of the company and persons authorised to act on behalf of the company. | <input type="checkbox"/> |
| 4. Proof of authority to act in the form of a directors' resolution   | <input type="checkbox"/> |

## Partnership

|  |                          |
|--|--------------------------|
| 1. Partnership agreement   | <input type="checkbox"/> |
| 2. Identity document for each partner, controlling persons and the persons authorised to act | <input type="checkbox"/> |
| 3. Proof of authority to act: Partners' resolution   | <input type="checkbox"/> |

# M&G FICA and supporting documentation annexure for South African Financial Advisers

## Trusts

|   |                          |
|---|--------------------------|
| 1. Trust deed or other founding document  | <input type="checkbox"/> |
| 2. Letters of authority issued by the Master of the High Court where the trust was registered (or equivalent document for international trusts)   | <input type="checkbox"/> |
| 3. Identity document for each trustee, each named beneficiary, the settlor and the persons authorised to act. If the beneficiary, trustee or settlor of the trust is a legal entity: the most recent CM1/COR14.3 (Certificate of incorporation) or CIPC print out, partnership agreement or trust deed. | <input type="checkbox"/> |
| 4. Proof of authority to act in the form of a resolution/letters of authority   | <input type="checkbox"/> |

## Pension Funds/Medical Schemes

|  |                          |
|--|--------------------------|
| 1. Registration certificate from the Registrar of Pension Funds (FSCA) or Council of Medical Schemes | <input type="checkbox"/> |
| 2. Identity document for each person authorised to act   | <input type="checkbox"/> |
| 3. Proof of authority to act in the form of a resolution   | <input type="checkbox"/> |

## Other Legal Entities

|  |                          |
|--|--------------------------|
| 1. Founding documents (i.e. signed constitution or other founding documents) | <input type="checkbox"/> |
| 2. Identity documents for each person authorised to act                      | <input type="checkbox"/> |
| 3. Proof of authority to act in the form of a resolution                     | <input type="checkbox"/> |

## Agent, Authorised Persons, Controlling Person

|  |                          |
|--|--------------------------|
| 1. Authorising resolution, power of attorney, court order, letter of executorship etc. | <input type="checkbox"/> |
| 2. Identity document for each person authorised to act on behalf of the investor       | <input type="checkbox"/> |
| 3. Identity document for each Controlling Person of the investor                       | <input type="checkbox"/> |



# M&G FICA and supporting documentation annexure for Namibian Financial Advisers

In terms of the Financial Intelligence Act (FIA), before M&G Investments can enter into any transaction it is mandatory that we obtain and verify certain information from an investor. Where the Financial Services Provider (FSP) is a legal entity, we need to identify the legal entity and its beneficial owners, controlling persons and authorised signatories, prior to entering into a transaction. We retain the right to contact you to request additional information/documentation should it be needed.

Please ensure that documents clearly show your full name, surname, identity number, issue date and photograph. If a smart card is used, ensure that we receive a clear copy of both the front and back of the smart card.

## Individuals/Sole Proprietorship

|   |                          |
|---|--------------------------|
| 1. Namibian issued identity document ("ID"), smart card or temporary ID/drivers licence/passport with a letter explaining why no ID was provided. | <input type="checkbox"/> |
|---|--------------------------|

## Close Corporations

|  |                          |
|--|--------------------------|
| 1. The most recent CC1 (founding statement) or CC2 (amended founding statement) issued by the Namibian Companies Registration Office | <input type="checkbox"/> |
| 2. Identity document for each member and the persons authorised to act   | <input type="checkbox"/> |
| 3. Proof of authority to act in the form of a members' resolution  | <input type="checkbox"/> |
| 4. Proof of operating address  | <input type="checkbox"/> |

## Unlisted Namibian Company

|   |                          |
|---|--------------------------|
| 1. The most recent CM1 (Certificate of incorporation) issued by the Namibian Companies Registration Office  | <input type="checkbox"/> |
| 2. The most recent CM29 and CM22 issued by the Namibian Companies Registration Office   | <input type="checkbox"/> |
| 3. A company organogram or a letter from the company's accountant/auditor/company secretary listing all shareholders who hold 20% or more of the voting rights (directly or indirectly)                     | <input type="checkbox"/> |
| 4. Identity document of each natural person holding 20% or more of the voting rights (directly or indirectly), the managing director of the company and persons authorised to act on behalf of the company. | <input type="checkbox"/> |
| 5. Proof of authority to act in the form of a directors' resolution   | <input type="checkbox"/> |
| 6. Proof of operating address   | <input type="checkbox"/> |

## Listed Company

|  |                          |
|--|--------------------------|
| 1. Official documentation from the relevant securities exchange, or other acceptable source, reflecting current listing status | <input type="checkbox"/> |
| 2. Identity document of the managing director and persons authorised to act  | <input type="checkbox"/> |
| 3. Proof of authority to act: Power of attorney, mandate, directors resolution or valid court order                            | <input type="checkbox"/> |

## Foreign Company

|   |                          |
|---|--------------------------|
| 1. Official documentation reflecting the registered name, registration number, registered address, and any name changes since incorporation   | <input type="checkbox"/> |
| 2. A company organogram or a letter from the company's accountant/auditor/company secretary listing all shareholders who hold 20% or more of the voting rights (directly or indirectly)                     | <input type="checkbox"/> |
| 3. Identity document of each natural person holding 20% or more of the voting rights (directly or indirectly), the managing director of the company and persons authorised to act on behalf of the company. | <input type="checkbox"/> |
| 4. Proof of authority to act in the form of a directors' resolution   | <input type="checkbox"/> |
| 5. Proof of operating address   | <input type="checkbox"/> |

# M&G FICA and supporting documentation annexure for Namibian Financial Advisers

## Partnership

|  |                          |
|--|--------------------------|
| 1. Partnership agreement   | <input type="checkbox"/> |
| 2. Identity document for each partner, controlling persons and the persons authorised to act | <input type="checkbox"/> |
| 3. Proof of authority to act: Partners' resolution   | <input type="checkbox"/> |
| 4. Proof of operating address  | <input type="checkbox"/> |

## Trusts

|   |                          |
|---|--------------------------|
| 1. Trust deed or other founding document  | <input type="checkbox"/> |
| 2. Letters of authority issued by the Master of the High Court where the trust was registered (or equivalent document for international trusts) | <input type="checkbox"/> |
| 3. Identity document for each trustee, each named beneficiary, the settlor and the persons authorised to act                                    | <input type="checkbox"/> |
| 4. Proof of authority to act in the form of a resolution/letters of authority   | <input type="checkbox"/> |

## Pension Funds/Medical Schemes

|  |                          |
|--|--------------------------|
| 1. NAMFISA or other registration certificate or rules    | <input type="checkbox"/> |
| 2. Identity document for each person authorised to act   | <input type="checkbox"/> |
| 3. Proof of authority to act in the form of a resolution | <input type="checkbox"/> |
| 4. Proof of operating address                            | <input type="checkbox"/> |

## Other Legal Entities

|   |                          |
|---|--------------------------|
| 1. founding documents (i.e. documents used to register/incorporation the business/legal entity) | <input type="checkbox"/> |
| 2. Identity documents for each person authorised to act   | <input type="checkbox"/> |
| 3. Proof of authority to act in the form of a resolution  | <input type="checkbox"/> |
| 4. Proof of operating address   | <input type="checkbox"/> |

## Agent, Authorised Persons, Controlling Person

|   |                          |
|---|--------------------------|
| 1. Authorising resolution, power of attorney, court order, letter of executorship etc.    | <input type="checkbox"/> |
| 2. Identity document for each person authorised to act on behalf of the Financial Adviser | <input type="checkbox"/> |