# Unit Trust Application Form for Individuals

MandG Investments Unit Trusts South Africa (RF) Ltd (Registration number: 1999/005242/06) (the Manager) is an approved CIS management company (#29) under the Collective Investment Schemes Control Act, 2002. Portfolio assets are managed by MandG Investment Managers (Pty) Ltd (Registration number: 2013/051515/07), which is an approved discretionary Financial Services Provider (#45199) for the MandG SA group (M&G Investments).

## **Our contact details**

Sharecall: 0860 105 775 International: +27 21 670 5101 Email: instructionsa@mymandg.co.za Web: www.mandg.co.za Postal address: PO Box 23167 Claremont 7735 **Physical address:** 7<sup>th</sup> Floor, Protea Place 30 Dreyer Street Claremont

## How to complete this form

- Sections 1 and 8 are mandatory, please complete these sections in full (where applicable).
- Please complete and sign the appropriate declaration under Section 10.
- Information written outside of the relevant fields in this application form will not be considered when processing your application.

## By signing this application form, you confirm:

- You have viewed the latest product information on our website (Fact Sheet/Minimum Disclosure Document or CIS Fund Suite) and know the risks and fees associated with your investment choice.
- You have read and agree to the attached Terms and Conditions (also available on our website).
- If you are uncertain of your investment choice, please consider speaking to a Financial Adviser as the Manager is not authorised to provide financial advice.

# **Document checklist**

This completed, signed and dated application form

- Proof of identity\*
- Proof of bank account (not older than three months)

If you are authorised to act on behalf of the investor, please provide proof of authority and complete Annexure A

\* Please refer to the FICA and Supporting Documentation Annexure for a list of documentation we will accept

## What happens next

- Please e-mail a copy of this completed and signed application form (pages 2-8) accompanied by the supporting documentation referred to above to instructionsa@mymandg.co.za. We reserve the right to request additional documents, if required.
- Processing can only happen once all the necessary documents have been received. Failure to do so will cause a delay in your funds being invested.
- You will be notified once your application has been successfully processed.

## Important information

•	Daily cut-off times:	11:30 for M&G Money Market Fund 13:30 for all other investment options
•	Debit orders:	Debit order instructions need to be received by the 20 <sup>th</sup> day of the month to process instructions before the 1 <sup>st</sup> working day of the following month.
•	Correspondence preferences:	The default method of communication will be email. If you prefer your correspondence via post, contact Retail Client Services on 0860 105 775 or on info@mandg.co.za.
٠	Secure online access:	You will automatically be registered for online access. If you would like your access removed, contact Retail Client Services on 0860 105 775 or on info@mandg.co.za.
		Please be advised that we will automatically collect any funds from your specified bank account when making additional investments via the Manager's secure online platform.

# 1 Investor details

#### Please fill in your personal information below

Title First name(s)	
Surname	Gender M F
Nationality	
ID number (Passport number if foreign national)	Passport expiry date D D M M C C Y Y
Citizenship	

# **Contact details**

Residential addre	SS			
		Country		Postal code
Postal address (If different to residential)				
		Country		Postal code
	Country/Area code	Number	Country/Area code	Number
Telephone	+	] - [	Cellphone* + -	
Email address*				

\*If you have appointed a Financial Adviser on this investment, they may have the ability to submit instructions on your behalf via the Manager's secure online platform. Notification of these instructions submitted by your Financial Adviser will be sent to this cell phone number and email address for approval before being processed. It is your responsibility to ensure that this cellphone number and email address is your own and that it is not accessible by others.

### Source of funds

Savings	Retirement/insurance pay out	Passive income (rental, dividends, interest)	Trade/business	Sale of assets				
Winnings Gifts/inheritance/donations		Child/spousal support payments	Salary/bonus	Tax refund				
Other								
	Purpose of investment         I want to diversify my portfolio       I am saving towards a goal         Other							
Industry o	of work							

Government/SOE	Financial	Retail Industrial	Agriculture Tourism
Self-employment	Resources	Communications & technology	Manufacturing Politics
Loan companies	Gambling	Arms & munitions	Professional, legal/education, medical
Other			

### **Prominent Person Declarations**

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Please complete the below section. If you require more information refer to Appendix 1 at the back of this application form:		
Are you a Domestic Prominent Influential Person as defined in Schedule 3A of the Financial Intelligence Centre Act as amended?	Yes	No
Are you a Foreign Prominent Public Official as defined in Schedule 3B of the Financial Intelligence Centre Act as amended?	Yes	No
Are you a family member or known close associate of Domestic Prominent Influential Person's and/or Foreign Prominent Public Official's as defined in Schedule 3A and Schedule 3B of the Financial Intelligence Centre Act as amended?	Yes	No

# 2 Investment options

The Manager does not charge an initial fee. Should you agree to an initial fee with your Financial Adviser, this must be indicated under Section 9.

No

Yes

Would you like to phase-in your lump sum investment?

If yes, please indicate your total phase-in amount next to the Money Market Fund and complete the relevant Phase-in Form to select your chosen fund/s and phase-in period.

Please select the fund/s you wish to invest in from the table below. You must invest a lump sum of at least R10,000 and/or initiate a debit order of at least R500 per month.

M&G funds	Class	Annual management	Lump sum investment	Debit order	Income distributions	
		fee (excl. VAT)	amount	amount		<b>Re-invest</b>
2.5% Target Income Fund	А	1.15%	R	n/a		
5% Target Income Fund	А	1.00%	R	n/a		
7% Target Income Fund	А	0.85%	R	n/a		
Balanced Fund	А	1.00%	R	R		
Dividend Maximiser Fund	А	1.00%	R	R		
Enhanced Income Fund	А	0.65%	R	R		
Equity Fund	А	1.00%	R	R		
Bond Fund	А	0.45%	R	R		
Income Fund	А	0.50%	R	R		
Inflation Plus Fund	А	1.00%	R	R		
Global Balanced Feeder Fund	А	0.50%	R	R		
Global Bond Feeder Fund	А	0.50%	R	R		
Global Equity Feeder Fund	А	0.50%	R	R		
Global Inflation Plus Feeder Fund	А	0.50%	R	R		
Global Property Feeder Fund	А	0.50%	R	R		
Money Market Fund	А	0.25%	R	n/a		
Property Fund	А	1.00%	R	R		
Other			R	R		

#### M&G banking details

If you prefer to do an electronic/internet transfer, banking details will be provided via SMS once your application has been processed successfully. Proof of payment will be required.

# 3 Lump sum investment option

Please indicate which payment method you will be using

Electronic/internet transfer

Remember that we can only process your application once we have received your payment, and that electronic transfers may take up to 2 days to reflect in our bank account.

Due to banking regulations, we may collect a maximum of R1 000 000 per bank account, per day. No withdrawals can be processed within 45 days from the collection date. This is because you have up to 40 days to dispute an electronic collection with your bank. This is in keeping with the maximum South African banking turnaround time for disputing an electronic collection.

Please be advised that no cash deposits are allowed.

#### **Electronic collection authorisation**

The person paying the lump sum investment (not necessarily the same person as the investor) hereby authorises the Manager to deduct the amount specified in the Investment Options section of this form from his/her bank account (please supply us with the bank account details). If the bank account holder is an employer/legal entity, a letter of authority is required, granting us permission to debit the account.

Signature of bank	Plac	се	
account holder			
		Date	D D M M C C Y Y

# 4 Bank details

# For lump sum investments/debit order collections/regular withdrawals/withdrawals

Name of bank accour	nolder
ID/Registration numb	of bank account holder (Only if this is different to the investor and/or the investor is a minor)
Name of bank	
Branch name	Branch code
Account number	
Type of account	urrent/Cheque Savings

# 5 Debit order details

#### Please complete if you require a recurring debit order (not available on Target Income Fund and Money Market Fund Investments)

By signing below, the person paying for the debit order amount stated in the Investment Options section of this form authorises the Manager to deduct the amount on the 1<sup>st</sup> working day of the month from the bank account provided. He/she agrees to pay bank charges and costs incurred by this debit order. If the bank account holder is an employer/legal entity, a letter of authority is required, granting us permission to debit the account.

Start date 0 1 M M C C	Y Y Increase every year by	5% 10%	15%	If other, indicate %	%
Signature of bank account holder			Place		
				Date D D M M	ССҮҮ

All debit order collections have a 45-day clearance period. This is because you have up to 40 days to dispute an electronic collection with your bank.

# 6 Regular withdrawals

Only complete this section if you want your investment to provide you with regular withdrawals						
Income frequency	Monthly	Quarterly	Half-yearly	Yearly		

Please note the withdrawal date is the 23<sup>rd</sup> day of the month. If the withdrawal date is over a weekend or on a public holiday, the withdrawal will be on the previous business day. The payment will be made the following business day. Funds may reflect within 3 business days from the date of payment.

M&G fund	Regular withdrawal amount	Regular withdrawal percentage
	R	
	R	
	R	
	R	
	R	

#### 7 Communication

Please note that we will send all communications, including confirmation of changes to your static details (e.g. change of bank account, email address, contact details etc.), transaction confirmations, statement confirmations as well as all general communications, to the email address listed under **Section 1** of this application form.

It is your responsibility to ensure that this email address is your own and that it is not accessible by others.

## 8 Tax details and declaration of the investor

#### This section is mandatory

#### 8.1. Tax residence South Africa (SA) only Please complete section 8.1 if SA is your primary tax residency and you are not registered for tax in any other country Are you registered for tax with South African Revenue Service (SARS)? Yes No If yes, please provide your tax reference number Are you a passport holder, citizen or resident in the USA? Yes No 8.2. Tax residence outside of SA and/or tax residence in multiple countries Please complete section 8.2 if your primary tax residency is not in SA and/or you have tax residency in more than one country Please indicate which country is your primary tax residency? Passport number Tax identification number (TIN) Please tick if this country does not issue a TIN number Do you qualify for a reduced rate on SA Dividend Withholding Tax (DWT) and/or SA Interest Withholding Tax (IWT)? Yes No If yes, are you subject to a reduced rate of SA DWT Rate **SAIWT** Rate % Are you a passport holder, citizen, resident or tax resident in the USA? No Yes Are you a tax resident in any other country? Yes No If yes to either of the above, please supply details below Country Country Passport number Passport number Tax identification number (TIN) Tax identification number (TIN) Please tick if this country does not issue a TIN number Please tick if this country does not issue a TIN number Country Country Passport number Passport number Tax identification number (TIN) Tax identification number (TIN) Please tick if this country does not issue a TIN number Please tick if this country does not issue a TIN number

# 9 Financial Adviser

Where applicable, you the investor, hereby appoint the below-mentioned person as your Financial Adviser and authorise the payment of fees by the Manager to this Financial Adviser from your investment. These fees are negotiated between you and your Financial Adviser. The Manager has no involvement in this arrangement other than to pay the agreed fees from the investment as instructed by you on the following basis: **Ongoing adviser fee:** Should you agree to an ongoing adviser fee, this will be paid via the regular repurchase of your units in accordance with **Section 10**.

**Initial adviser fee:** A maximum initial adviser fee of 3.0% (excluding VAT) may be charged and will be deducted before the investment is made. We suggest that if the ongoing adviser fee is more than 0.5% (excluding VAT), the initial adviser fee should not exceed 1.5% (excluding VAT).

M&G funds	Initial adviser fee (excl. VAT)	Ongoing adviser fee (excl. VAT)
2.5% Target Income Fund	%	%
5% Target Income Fund	%	%
7% Target Income Fund	%	%
Balanced Fund	%	%
Dividend Maximiser Fund	%	%
Enhanced Income Fund	%	%
Equity Fund	%	%
Bond Fund	%	%
Income Fund	%	%
Inflation Plus Fund	%	%
Global Balanced Feeder Fund	%	%
Global Bond Feeder Fund	%	%
Global Equity Feeder Fund	%	%
Global Inflation Plus Feeder Fund	%	%
Global Property Feeder Fund	%	%
Money Market Fund	%	%
Property Fund	%	%
Other	%	%

#### **Financial Adviser information**

I declare, in respect of the relevant South African laws, regulations, industry guidelines, common law and case law that:

- 1. I am acting as the Investor's appointed Financial Adviser in accordance with a valid mandate concluded between myself and the Investor.
- 2. I have verified the identity of the Investor and confirm his/her signature.
- 3. I have made the necessary disclosures required by law under the Financial Advisory and Intermediaries Services Act, 37 of 2002 (FAIS Act).
- 4. I am competent and accredited to provide investment advice in respect of the investment(s) reflected in this application form.
- 5. I have read the application form and the terms and conditions of this investment and have explained them to the Investor. To the extent they apply to me, I agree to be bound by the contents of this application form.
- 6. I will forward any and all Investor documents to the Investor as soon as I receive them.
- I have read and accepted the updated Financial Services Provider Terms & Conditions, which apply to me. I am aware that a copy of the updated Financial Services Provider Terms & Conditions is available on M&G's website (www.mandg.co.za/financial-adviser/terms-and-conditions/) and that I may request a copy thereof from the Manager.
- 8. I have explained all fees relating to the investment to the Investor and I acknowledge that the Investor may instruct the Manager to cease paying the ongoing adviser fee at any time.
- 9. I will assist the Investor with periodic reviews of his/her investments including, where applicable, annual income revisions, in return for the ongoing adviser fee.
- 10. I acknowledge and agree that I will only act on the Investor's instruction when submitting any instructions to the Manager for the Investor, either via forms, in writing or via the Manager's secure online platform;
- 11. I acknowledge and agree that the Manager and M&G Investments will not be held liable for loss or damage which may result from the Manager acting on any instructions submitted to the Manager by me or my office for the Investor, and I hereby indemnify the Manager and M&G Investments against all direct or indirect claims (including claims for consequential damages) which may be made against the Manager and M&G Investments in this regard. This indemnity does not extend to any claims in respect of loss or damage which results from any negligent or wilful errors or omissions committed by the Manager.

Existing M&G Adviser Numb	er			Existing FSF	P license numbe	r						
Name of Financial Adviser												
Name of Financial Services F	Provider											
Signature of Financial Adviser					Place							
						Da	te Du	D M	I M	C I C	- Y	. Y

# 10 Investor Declaration

### By signing this form, you confirm that:

- The Manager has:
  - Provided you with sufficient business information, confirmation of the required management company licence and confirmation of the areas of financial service that it is licensed to offer within M&G Investments.
  - Not done any financial or investment analysis for you. There is the risk that your chosen investment portfolio or fund may not be entirely appropriate for your circumstances.
- You understand that:
  - It is your responsibility to carefully consider on your own, or by seeking advice from a Financial Adviser should you choose to do so, whether your chosen fund's benchmark and terms and conditions are appropriate for your objectives, financial situation and particular needs.
  - The market value of your investment will fluctuate in line with the market values of the underlying securities of the funds. The investment is subject to any volatility in the underlying markets, including exchange rate fluctuations.
  - This application, together with the main trust deed, supplemental trust deed, fund fact sheets and/or Minimum Disclosure Document of your chosen unit trust fund/s constitute the entire agreement between you and the Manager.
- The source of any investment amount has been declared and any other aspect of a transaction relating to this investment complies with the Financial Intelligence Centre Act (FICA).
- Submissions made are in accordance with the provisions of the Income Tax Act (where applicable), and in accordance with the provisions of the international tax treaties whereby:
  - The information you provide in this form, including but not limited to your tax residency, is to the best of your knowledge and belief, accurate and complete; and
  - You undertake to forthwith inform M&G in writing should the circumstances referred to in this declaration change. In terms of tax legislation, failure to provide acceptable tax residency information may lead to the suspension or termination of your investment.
- You are acting for your own account and you have made your own independent decision to enter into this investment.
- You are not relying on any communication from the Manager whether written, oral or implied as investment advice or as a recommendation to enter into the investment. You are not considering the information and explanations relating to the terms and conditions of an investment as investment advice or a recommendation.
- You have received no assurance or guarantee from the Manager regarding the expected returns of the investment.
- The information in this form is true and correct. All material facts must be accurately disclosed. You are responsible for the accuracy and completeness of all answers, statements or other information provided on your behalf.
- Where this application is signed in a representative capacity, you have the necessary authority to do so, and this transaction is within your power.
- Information relating to your account (including duplicate statements, valuations and other information that may be required from time to time) may be released to you or to the Financial Adviser indicated in this application (if applicable) either when requested by the Financial Adviser or directly via the Financial Adviser's access to the Manager's secure online platform.
- You have received the following information from either the Manager or your Financial Adviser and have read it:
- The most recent version of the terms and conditions of this investment available on our website (www.mandg.co.za/personal-investor/ terms-and-conditions/)
  - The Fund Fact Sheet/s or Minimum disclosure document/s (MDD) of your chosen unit trust funds
  - The risk warning (below)
- If you have appointed a Financial Adviser in respect of your investment with the Manager, you hereby acknowledge and agree that by appointing
  such Financial Adviser, you instruct and authorise the Manager to act on instructions received from your Financial Adviser and his/her office
  either via e-mail, in writing or via the Manager's secure online platform;
- If you have appointed a Financial Adviser in respect of your investment with the Manager, you hereby confirm that you have concluded a written agreement appointing your Financial Adviser, which agreement remains in force;
- If you have appointed a Financial Adviser in respect of your investment with the Manager, you hereby indemnify the Manager and M&G Investments against any direct or indirect claims (including claims for consequential damages) which may be made against the Manager and M&G Investments in respect of loss or damage which may result from the Manager acting on any instructions submitted to the Manager by yourself or via your Financial Adviser and his/her office. This indemnity does not extend to any claims in respect of loss or damage which results from any negligence or wilful errors or omissions committed by the Manager.
- You hereby acknowledge and confirm that in the event that you are a victim 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 the Manager in your name, whether or not authorised or known by you, the Manager and M&G Investments will not be responsible for any loss or damage which may result from the Manager following such instruction and you hereby indemnify the Manager and M&G Investments against all direct or indirect claims (including claims for consequential damages) which may be made against the Manager and M&G Investments in this regard.
- You hereby consent to the Manager processing your personal information as described in the terms and conditions set out below.
- You have read and accept the Terms & Conditions contained in Section 11 of this form and also the most recent version of the terms and conditions of this investment available on our website (www.mandg.co.za/personal-investor/terms-and-conditions/).

#### Instruction in respect of adviser fees

If you have appointed a Financial Adviser in respect of your investment with the Manager, by signing this form, you hereby authorize and instruct the Manager to pay the ongoing adviser fee (as indicated in **Section 9**) in respect of the M&G Funds (indicated in **Section 9**) which you are investing in via the regular repurchase of your units to the extent required to settle the ongoing adviser fee on your behalf. By signing this form, you hereby authorize and instruct the Manager to pay the initial adviser fee (indicated in Section 9) in respect of the M&G Funds (indicated in **Section 9**) which you are investing in via the repurchase of your units to the extent required to settle the initial adviser fee on your behalf.

#### **Risk warning**

CISs are generally medium-to long-term investments. Past performance is not necessarily a guide to future investment performance. The prices in respect of participatory interests in a CIS portfolio are calculated on a net asset value basis. This means the price is the total net market value of all assets of the particular portfolio of the CIS divided by the total number of participatory interests in such portfolio of the CIS. Any market movements - for example in share prices, bond prices, money market prices or currency fluctuations - relevant to the underlying assets comprising the applicable CIS portfolio in which participatory interests are held may cause the value of such underlying assets to go up or down. As a result, the price of the participatory interests linked to your policy may go up or down. Participatory interests in CISs are traded at the ruling forward price of the day, meaning that transactions are processed during the day before you or the Manager of the CIS know what the price at the end of the day will be. The price and therefore the number of participatory interests involved in the transaction are only known on the following day. The CIS may borrow up to 10% of the scheme value, and it may also lend any scrip (proof of ownership of an investment instrument) that it holds to earn additional income. A M&G CIS may consist of portfolios comprising different asset classes and types that are subject to different fees and charges. Where applicable, the Manager of the CIS will pay your Financial Adviser an annual standard adviser fee, which is included in the overall costs of the CIS. A summary with all fees and maximum initial and ongoing adviser fees in respect of each CIS is available on our website. The Manager of the CIS may, at its discretion, close your chosen CIS to new investors and to additional investments by existing investors to make sure that it is managed in accordance with its mandate. It may also stop your existing debit order investment. The Manager makes no guarantees as to the capital invested in the CIS or the returns thereof. Excessive withdrawals from the CIS may place it under liquidity pressure and, in such circumstances, a process of ring fencing withdrawal instructions and managed pay outs over time may be followed. A money market fund is not a bank deposit account and The M&G Money Market Fund aims to maintain a constant price of 100 cents per participatory interest in such scheme. A Feeder fund may only invest in a single portfolio of a CIS which levy its own charges that could result in a higher fee structure for these funds. Foreign securities including foreign CISs may be included in underlying CIS portfolios. As a result, those CIS portfolios may face material risks. The volatility of the CIS may be higher and the liquidity of the underlying securities comprising the applicable portfolio of the CIS may be restricted due to relative market sizes and market conditions. The CIS's ability to settle securities and to repatriate investment income, capital or the proceeds of sales of securities may be adversely affected for multiple reasons including market conditions, macro-economic and political circumstances. Further, the return on the securities comprising a particular portfolio may be affected (positively or negatively) by the difference in tax regimes between the domestic and foreign tax jurisdictions. The availability of market information and information on any underlying sub-funds may be delayed. The investor acknowledges the inherent risk associated with the selected CISs and that there are no guarantees. M&G Investments is a member of the Association of Savings and Investments of South Africa.

Full name of investor or person authorised to sign on behalf of investor	Capacity	
Signature of investor or person authorised to sign on behalf of investor	Place	

# **Terms and conditions**

#### The role of the Manager

The Manager manages the M&G unit trust funds. The Manager does not give financial advice and therefore cannot give any recommendation, guidance or proposal regarding any of the M&G unit trust funds. The Manager will only act on your specific written investment instructions, subject to the terms and conditions set out in this application form and the Terms and Conditions.

The Managers details are: MandG Investments Unit Trusts South Africa (RF) 7<sup>th</sup> Floor Protea Place 30 Dreyer Street Claremont Cape Town

The Manager is a member of the Association for Savings and Investment South Africa (ASISA).

#### The role of MandG Investment Managers (Pty) Ltd

MandG Investment Managers (Pty) Ltd is appointed by the Manager to manage the portfolio assets of the M&G unit trusts funds.

MandG Investment Managers (Pty) Ltd is an authorized discretionary financial services provider, licensed by the Financial Sector Conduct Authority in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002.

#### The role of the Trustee/Custodian

The Trustee/Custodian is an independent party, appointed to make sure that the assets of your chosen unit trust fund are safeguarded against fraud and mismanagement, and that it is managed according to the fund's supplemental deed. The supplemental deed is a contract between the Trustee and the Manager and sets out the relationship between the fund, the Manager, the Trustee and the investors. It falls under the authority of the Financial Sector Conduct Authority. The supplemental deed sets out, among other things, the investment objectives and mandate to be followed by the Manager.

The Trustee's/Custodian details are:

Standard Bank of South Africa Limited - Trustee Services & Investor Services 20<sup>th</sup> Floor, Main Tower Standard Bank Centre Heerengracht Cape Town

#### **Financial adviser limitation**

The Manager has contracted with intermediaries to represent the M&G unit trust funds. The M&G Investments Group (M&G Investments) has not authorised any entity to represent M&G Investments to potential or existing investors. Financial advisers may introduce you to M&G Investments. However, you and M&G Investments directly negotiate legal rights and obligations. Neither M&G Investments, nor the Manager may accept an introduction of an investor from a financial adviser who is not approved as a Financial Services Provider (FSP) by the Financial Sector Conduct Authority. At a minimum, the FSP and the individuals representing that FSP must be authorised as Category I advice givers in the following sub-categories:

1. long-term insurance policies

2. fund policies

3. securities and instruments (shares, fixed income, warrants, debentures and debt instruments, derivatives and money market instruments)

- 4. participatory interests in collective investment schemes
- 5. long- and short-term deposits

6. CIS's

The Manager and M&G investments will not be held liable for any direct or indirect claims (including claims for consequential damages) which may be made against the Manager and M&G Investments in respect of loss or damage which may result from the Manager acting on any instructions submitted to the Manager by yourself or via your Financial Adviser and his/her office. This indemnity does not extend to any claims in respect of loss or damage which results from any negligence or willful errors or omissions committed by the Manager.

#### Fees

The fees that apply for the unit trust funds are set out in the attached Collective Investment Schemes (CIS) summary which is available on our website (www.mandg.co.za/cis-put.pdf).

In addition to the Annual Management fee, certain unit trust funds may charge a performance fee. See attached link for details of the performance fee (www.mandg.co.za/performance-fees).

An Initial Adviser Fee (subject to relevant maximums) and Ongoing Adviser Fee is negotiable between you and your Financial Adviser, for which units would need to be cancelled from your account to pay your financial adviser. An investor may provide instructions relating to the payment of financial adviser fees via the Manager's secure online platform in accordance with clause 73 of the scheme deed of the M&G unit trust funds.

The Manager does not charge an Initial Management Fee. In respect of Class I and X unitholders, the Manager may pay an Annual Standard Adviser Fee to your financial adviser from the annual management fee of the fund. This is set, and is taken into account when the price of the fund is calculated (i.e. part of the standard expenses of the fund). You cannot negotiate this percentage. However, should it no longer be possible for the Manager to pay the annual standard adviser fee out of the annual management fee, the Manager shall be required to pay such fee via the regular repurchase of your units to the extent required to settle the annual standard adviser fee on your behalf.

If you appoint a financial adviser, it is the responsibility of your financial adviser to make sure that you are fully informed of all fees relating to this investment. Your quarterly statement will show the fees applicable for that period. VAT will be added to all fees, where applicable. By signing this document, you give your permission to deduct all fees as shown in the schedule titled "M&G Collective Investment Schemes". Please refer to the Collective Investment Schemes (CIS) summary on our website. All fees may be amended by The Manager from time to time, and in such cases, a notification will be sent to investors. All management fees charged are disclosed exclusive of VAT.

#### Mandatory switches within a portfolio

The Manager shall be entitled to unilaterally switch groups of investors from one class of participatory interests in any portfolio to another class of participatory interests in that same portfolio. The Manager shall only be entitled to switch affected investors upon notice to such investors and provided that the switch does not result in an increase in fees or capital gains tax for such investors. The Manager shall be required to notify investors of its intention to switch such investors, and to the extent that an investor does not consent to such a switch, such investor may notify the Manager accordingly, in which case they shall remain in their current class where the terms and conditions of that class will continue to apply to such investors.

#### **Reporting and pricing**

You will receive a quarterly statement with the market value of your investment. Additional statements are available on request. Permissible deductions from the fund include annual asset management fees, share trading costs, MST, auditor's fees, bank charges incurred by the fund, and trustee fees. Units will be bought and sold at the price calculated as described above, as required by the Collective Investment Schemes Control Act and the relevant deed of your chosen unit trust fund.

### Transaction cut-off times and requirements

The Manager needs to receive all signed and completed transaction instructions, as well as any required supporting documents and relevant investment amounts, before 1:30pm to use the price for that same day, except for

- (a) the Money Market Fund which has a cut-off time of 11:30am. The cut-off times also apply to withdrawals and switches. If any required documents or investment amounts are received after the cut-off time, the Manager is not obliged to transact at the price for that day.
- (b) Investor redeeming more than 5% of the total value of the relevant fund (see below Payments paragraph for terms of disinvestment).

No interest will accrue to monies awaiting allocation.

The Manager and M&G Investments shall not be liable for any loss or damage which may result from an instruction (whether given by or on behalf of an investor) not being received by the Manager before the specified cut-off time in order for such instruction to be processed by the Manager on a specific in instances where such delay is caused by the action or omission of an investor, Financial Adviser (if applicable) or person acting on behalf of an investor or by any network or system failure or malfunction in the investor or investor's agent's communication systems.

The Manager and M&G Investments will not be held liable for any loss or damage of any nature as a result of compliance with legislation or an instruction from an authority, occurrences beyond the control of the Manager and M&G Investments, and liquidity constraints.

#### Investment minimums

There is a minimum market value requirement of R2 000 per fund without an active debit order. If the market value falls below this amount because of a switch, a debit order cancellation or a withdrawal, the Manager has the right to withdraw the market value of the remaining units and pay the proceeds to you, or to charge a transaction fee for balances below the minimum market value amount.

#### Online additional investments and switches

For online additional investments and switches into new funds submitted via the Manager's secure online platform, the income distribution for these funds will be defaulted to reinvest. This can be changed to pay out on your request.

#### Payments

All payments will be electronically transferred into your bank account only. No payment to a credit card is possible. Please note that in the case of redemptions, settlement may take up to 48 hours except for below. Investors wishing to redeem units in excess of 5% of the total fund value of the relevant unit trust fund must provide The Manager with at least 7 business days written notice of such redemptions. If this notice is not received, the Manager may treat such redemption as only being received on the 7th business day after such instruction has been sent. If, however the amount exceeds 10% of the total fund value the parties shall determine the actual date of withdrawal through mutual agreement between them.

#### **Unclaimed assets**

M&G Investments reserves the right to appoint an external tracing company to trace investors whose investments have remained unclaimed for 10 years. The investor may be held liable for the costs associated with this appointment.

#### Amendment instructions

To change a regular withdrawal or debit order payment, please use the relevant instruction form. The Manager needs to receive a debit order instruction/amendment in writing before the 20<sup>th</sup> day of each month to act on the instruction before the 1<sup>st</sup> working day of the following month. You may cede or assign your investment, subject to a processing cost (if applicable at the time of your cession instruction).

The Manager will only act on signed instructions, which are complete and which appear to be valid. The Manager cannot be held liable for any losses resulting from the above requirements. All e-mail instructions will only be processed on receipt and acknowledgement. If no acknowledgement is received, please contact the client services department.

#### Protecting your information

The Manager and M&G Investments may collect, verify, use, disclose or otherwise process your personal information for the purposes of providing the products and/or services which you have requested from the Manager and or M&G Investments. Your personal information may be collected directly from you, your agent, an authorised financial service provider, or where appropriate a regulator or state body. The Manager and M&G Investments may process your personal information for the purpose of administration, marketing, complying with legal and audit requirements, for record keeping purposes, to improve our service, products, and your experience. The Manager and or M&G Investments are required to process and keep investor and investor representative information to perform its obligations lawfully, fairly and competently. The Manager will only process your personal information for the purposes it was collected for, and any other legitimate purposes related to the original purpose. The Manager and or M&G Investments have controls and security measures in place to protect personal information from unauthorised use, for security and servicing purposes. The Manager and or M&G Investments may monitor, and record telephone calls and other instructions submitted by other means. We may share your personal information with our employees, agents, subcontractors, with our related entities, with your adviser and/or their duly appointed agent or service provider, where directed. Personal information may be transferred to offshore providers. In such instances the Manager and M&G Investments 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 Investments' privacy policy, which can be obtained at www.mandg.co.za/personal-investor/terms-and-conditions/.

#### Anti-bribery and corruption

- 1. M&G Investments 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 Investments and its related parties are part the UK listed M&G plc group of companies, as part of a global financial services group, the Manager and M&G Investments is committed to creating and delivering sustainable value for their investors and it conducts its business in an honest, ethical and professional manner and adheres to the highest standards of corporate governance.
- 3. The Manager and M&G Investments has always adopted a zero tolerance towards all corrupt activities.
- 4. The Manager and M&G Investments 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 M&G Investments.
- 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 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 the Manager or M&G Investments;
- (d) Not do anything that may cause the Manager or M&G Investments to breach the applicable anti-bribery and anti-corruption laws and regulations.
- 7. You agree that the Manager 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 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 the Manager or M&G Investments or is likely to impact negatively the reputation, you confirm and acknowledge that M&G Investments may, without any liability whatsoever, terminate this agreement. The Manager and M&G Investments will undertake to provide you with a reasonable opportunity to respond to the credible adverse media reporting or criminal prosecution before the Manager terminates this agreement. In this regard, the Manager and will notify you in writing requesting your written response within 48 hours. Thereafter, it will be within the Manager's discretion to immediately terminate this agreement. You agree that the Manager and M&G Investments is not responsible for any losses or damages (whether direct or consequential) that you may suffer because of the termination of this agreement under this clause.
- 8. For the avoidance of doubt, credible adverse media reporting means media publications (whether in print media, online, radio or television) that suggest criminal conduct, regulatory infractions and/or allegations of an objectively adverse nature on the part of an individual, entity or entities, published by independent reputable news providers that may be considered to be impartial, that results in a current or foreseeable reputational risk. The media publications must appear to be based a reasonable degree of research and/or investigative journalism, and reported by more than one news provider. The personal views, theories, opinions, and unsubstantiated allegations of any individual made to a news provider or on any form of social media shall not constitute credible adverse media.

#### **Sanctioned and Prominent Persons**

You consent that the Manager and M&G Investments may

- process your personal information to conduct sanctions screening against all mandatory and non-mandatory sanctions lists, including the sanctions lists 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;
- share your personal information with local and international Regulatory Bodies as well as other related entities of M&G Investments 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 the Manager and M&G Investments 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 the Manager and M&G Investments or any other related entity of obligations undertaken under these terms and conditions or other obligations, attributable in whole or in part to activities which the Manager and M&G Investments 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 Investments 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 Investments 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. The Manager and M&G Investments manages and monitors the risks of personal and business conflicts of interest. Controls include awareness, disclosures, approval processes and enforcement. the Manager and M&G Investments 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 consultants receive commission driven by new business targets, as well as by how well they service and support existing investors. Investment professionals and investors. If investment performance is poor, investment professionals receive less pay. The MandG Staff (South Africa) Equity Trust, of which all employees are beneficiaries, is an indirect shareholder of 28.08% in the Managers holding company, MandG Investments (Southern Africa) (Pty) Ltd. Staff may trade financial instruments for their own profit. Personal trading is monitored by M&G Investments' Risk and Compliance. No staff member may trade for their personal account while M&G Investments' investors are in the market. Staff may invest in the financial products managed by M&G Investments, e.g. unit trust funds.

#### Termination of this agreement

The Manager reserves the right and discretion to terminate this agreement and business relationship with you on the grounds of any regulatory, risk or commercial related reasons.

The Manager will provide you with 21 calender days' written notice of our intention to terminate this agreement and business relationship.

#### Complaints

The Manager invites any investor who is dissatisfied with the services provided to address their concerns directly with the Manager (contact details on the application form). We take your concerns and queries very seriously and undertake to engage directly, promptly and meaningfully with you. The Manager will acknowledge your complaint in writing and will provide you with the contact details of the persons involved in the resolution of your complaint. If you prefer to lodge a formal, written complaint regarding the Manager's fair treatment of you or the nature of services offered, you can address your complaint to:

# The Compliance Officer:

Email: compliance@mandg.co.za Address: P O Box 44813 Claremont 7735

If you are dissatisfied with our response, you are entitled to address the issue in writing with the FAIS Ombud.

#### FAIS Ombud: Web: www.faisombud.co.za Email: info@faisombud.co.za Tel: +27 12 470 9080 Fax: +27 12 348 3447 Address: P O Box 74571 Lynnwood Ridge 0040

The Ombud is legally empowered to investigate and adjudicate complaints fairly, economically and swiftly.

# **Appendix 1**

- Schedule 3A: Domestic Prominent Influential Person (DPIP) (date of commencement: 2 October, 2017)
   A domestic prominent influential person is an individual who holds, including in an acting position for a period exceeding six months, or has held at any time in the preceding 12 months, in the Republic
  - (i) a prominent public function including that of -
    - (a) the President or Deputy President;
    - (b) a government minister or deputy minister;
    - (c) the Premier of a province;
    - (d) a member of the Executive Council of a province;
    - (e) an executive mayor of a municipality elected in terms of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);
    - (f) a leader of a political party registered in terms of the Electoral Commission Act, 1996 (Act No. 51 of 1996);
    - (g) a member of a royal family or senior traditional leader as defined in the Traditional Leadership and Governance Framework Act, 2003 (Act No. 41 of 2003);
    - (h) the head, accounting officer or chief financial officer of a national or provincial department or government component, as defined in section 1 of the Public Service Act, 1994 (Proclamation No. 103 of 1994);
    - the municipal manager of a municipality appointed in terms of section 54A of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), or a chief financial officer designated in terms of section 80 (2) of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
    - (j) the chairperson of the controlling body, the chief executive officer, or a natural person who is the accounting authority, the chief financial officer or the chief investment officer of a public entity listed in Schedule 2 or 3 to the Public Finance Management Act, 1999 (Act No. 1 of 1999);
    - (k) the chairperson of the controlling body, chief executive officer, chief financial officer or chief investment officer of a municipal entity as defined in section 1 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000);
    - (I) a constitutional court judge or any other judge as defined in section 1 of the Judges' Remuneration and Conditions of Employment Act, 2001 (Act No. 47 of 2001);
    - (m) an ambassador or high commissioner or the senior representative of a foreign government based in the Republic; or
    - (n) an officer of the South African National Defence Force above the rank of major general;
  - (ii) the position of-
    - (a) chairperson of the board of directors;
    - (b) chairperson of the audit committee;
    - (c) executive officer; or
    - (d) chief financial officer, of a company, as defined in the Companies Act, 2008 (Act No. 71 of 2008), if the company provides goods or services to an organ of state and the annual transactional value of the goods or services or both exceeds an amount determined by the Minister by notice in the Gazette; or
  - (iii) the position of head, or other executive directly accountable to that head, of an international organisation based in the Republic.
- 2. Schedule 3B: Foreign Prominent Public Official (FPPO) (date of commencement: 2 October, 2017)

A foreign prominent public official is an individual who holds, or has held at any time in the preceding 12 months, in any foreign country a prominent public function including that of a -

- (i) Head of State or head of a country or government;
- (ii) member of a foreign royal family;
- (iii) government minister or equivalent senior politician or leader of a political party;
- (iv) senior judicial official;
- (v) senior executive of a state owned corporation; or
- (vi) high-ranking member of the military.
- Family members and known close associates (RCA's) (S21h of the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001) [FICA], as amended)

They are immediate family members and known close associates of DPIP & FPPO's, as the case may be. For our purposes, an immediate family member includes:

- (i) the spouse, civil partner or life partner;
- (ii) the previous spouse, civil partner or life partner, if applicable;
- (iii) children and step children and their spouse, civil partner or life partner;
- (iv) parents; and
- (v) sibling and step sibling and their spouse, civil partner or life partner.

# M&G Unit Trusts Collective Investment Scheme Fund Suite

Risk of not mea ing inflation-be over time		HIGHER								LOWER	HIGHER				LOWER	HIGHER		LOWER
Variability of ret over the short to	turns term	LOWER								HIGHER	LOWER				HIGHER	LOWER		HIGHER
			Income Funds	5	N	Iulti-asset Fun	ds	Pro	perty/Equity F	unds		Glo	obal Feeder Fun	ds		Target Income Funds		
Fund	name	M&G Money Market Fund	M&G Income Fund	M&G Bond Fund	M&G Enhanced Income Fund	M&G Inflation Plus Fund	M&G Balanced Fund	M&G Property Fund	M&G Dividend Maximiser Fund	M&G Equity Fund	M&G Global Bond Feeder Fund*	M&G Global Inflation Plus Feeder Fund*	M&G Global Balanced Feeder Fund*	M&G Global Property Feeder Fund*	M&G Global Equity Feeder Fund*	M&G 7% Target Income Fund	M&G 5% Target Income Fund	M&G 2.5% Target Income Fund
		Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	E Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	E Fact Sheet	E Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet
Availa tax f		✓	×	×	✓	~	~	✓	~	×	×	~	~	~	✓	×	×	×
Categ Sec		South African - Interest Bearing - Money Market	South African - Interest Bearing - Short Term	South African - Interest Bearing - Variable Term	South African - Multi-Asset - Income	South African - Multi-Asset - Low Equity	South African - Multi-Asset - High Equity	South African - Real Estate - General	South African - Equity - General	South African - Equity - General	Global - Interest Bearing - Variable Term	Global - Multi Asset - Low Equity	Global - Multi Asset - High Equity	Global – Real Estate – General	Global - Equity - General	Unclassified	Unclassified	Unclassified
Risk p	orofile	Low	Low	Low/Med	Low/Med	Low/Med	Med	Med/High	High	High	Low/Med (in underlying currency)	Low/Med (in underlying currency)	Med/High (in underlying currency)	High (in underlying currency)	High (in underlying currency)	Low/Med	Med	Med/High
Bench	ımark	STeFi Call Deposit Index	STeFI Composite Index measured over a rolling 12-month period	Bond Index	STeFI Composite Index measured over a rolling 36-month period	CPI + 5% p.a. (before fees) over a rolling 3-year period	ASISA South African Multi- Asset - High Equity Category Average	FTSE/JSE All Property Index (J803)	ASISA South African Equity - General Category Mean	ASISA South African Equity - General Category Mean	Bloomberg Global Aggregate Bond Index	Global Inflation	65% MSCI All Country World Index TR (Net), 5% FTSE EPRA/ NAREIT Global REIT Index, 25% Bloomberg Global Aggregate Bond Index, 5% USD 1m Treasury Bill	FTSE EPRA/ NAREIT Global REIT Index TR (Net)	MSCI All Country World Index TR (Net)	7% Income return p.a.	5% Income return p.a.	2.5% Income return p.a.
Fur objec		To protect the capital of investors in an absolute sense, whilst providing income in excess of short-term bank deposit rates. Investors' capital remains highly liquid.	The Fund's objective is to maximise income while providing investors with relative capital stability. This is achieved by investing in a diversifed portfolio of non- equity securities in the South African market.	To maximise income while securing steady capital growth. This is achieved by investing in a diversified portfolio of bonds in the South African market.	To maximise total returns in excess of the benchmark over a rolling 36-month period, while seeking to protect capital and reduce volatility through active asset management.	The primary objective is to outperform CPI by 5% (before fees) over a rolling 3-year period. The secondary objective is to reduce the risk of capital loss over any rolling 12-month period.	To achieve steady long-term growth of capital and income by investing in a diversified combination of domestic and international assets, where the asset allocation is tactically managed.	To maximise long-term growth from investing in South African listed property markets.	To provide broad-based exposure to shares that offer value and medium- to long-term growth. There will be a bias towards companies offering high but sustainable dividend yields.	To provide broad-based exposure to shares that offer value and medium- to long-term growth.	The Fund's objective is to generate investment returns through exposure to global bonds and interest-bearing instruments over the medium term.	The Fund's objective, expressed in US dollar terms, is to outperform global inflation while preserving capital over the medium term.	The Fund's objective is to provide investors with capital growth over the long-term by investing in a diversified portfolio of global assets.	The Fund's objective is to provide investors with capital growth over the long-term by investing in a diversified portfolio of global property securities.	The Fund's objective is to provide investors with capital growth over the long-term by investing in a diversified portfolio of global equity securities.	The primary objective is to target an annual income return of 7%, with a secondary objective of growing capital invested.	The primary objective is to target an annual income return of 5%, with a secondary objective of growing capital invested.	The primary objective is to target an annual income return of 2.5%, with a secondary objective of growing capital invested.
ual nent Fee VAT)	A class	0.25%	0.50%	0.45%	0.65%	1.00%	1.00%	1.00%	1.00%# (+ PF)	1.00%# (+ PF)	0.50%	0.50%	0.50%	0.50%	0.50%	0.85%	1.00%	1.15%
Annual Management F (excl. VAT)	T class	N/A	N/A	N/A	0.60%	0.80%	0.80%	N/A	1.25%##	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Distribution	n frequency	Monthly	Monthly	Quarterly	Quarterly	Bi-annually	Bi-annually	Quarterly	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Quarterly	Quarterly	Quarterly
Minimum ir amo		R10 000 lump sum	R500 pm or R10 000 Iump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 Iump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R10 000 lump sum	R10 000 lump sum	R10 000 lump sum

□ M&G

Investments

\*Denominated in ZAR

\*\* The performance fee comprises 20% (excluding VAT) of any outperformance (after all fund fees and expenses) of the benchmark, measured over rolling three-year periods. M&G maximum total fee including Performance Fee (PF) is 2.25% (excl. VAT). For more information please visit mandg.co.za/performance-fees. \*\* There is no performance fee on the Dividend Maximiser Fund T Class

For more information on our unit trusts, visit mandg.co.za/personal-investor/our-funds

# Unit Trust FICA and supporting documentation annexure



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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 investor 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

#### Minor

- 1. Birth Certificate/Unabridged Birth Certificate
- 2. Proof of Identity of Parent or Guardian, Proof of guardianship (if not Parent), Annexure A completed by Parent or Guardian

#### **Close Corporations**

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

#### **Unlisted SA Company**

1.	The most recent CM1/COR14.3 (Certificate of incorporation) or CIPC print out	
2.	The most recent CM29/COR39 or CIPC print out	
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)	
	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.	
5.	Proof of authority to act in the form of a directors' resolution	

#### **Listed Company**

1.	Official documentation from the relevant securities exchange, or other acceptable source, reflecting current listing status	
2.	. Identity document of the managing director and persons authorised to act	
З.	Proof of authority to act: Power of attorney, mandate, directors resolution or valid court order	

## **Foreign Company**

1.	Official documentation reflecting the registered name, registration number, registered address, and any name changes since incorporation	
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)	
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.	
4	. Proof of authority to act in the form of a directors' resolution	



2 of 2

# Unit Trust FICA and supporting documentation annexure

# Partnership

1.	Partnership agreement	
2.	Identity document for each partner, controlling persons and the persons authorised to act	
3.	Proof of authority to act: Partners' resolution	

# **Trusts**

- 1. Trust deed or other founding document
- 2. Letters of authority issued by the Master of the High Court where the trust was registered (or equivalent document for international trusts)
- 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.
- 4. Proof of authority to act in the form of a resolution/letters of authority

# **Pension Funds/Medical Schemes**

1.	Registration certificate from the Registrar of Pension Funds (FSCA) or Council of Medical Schemes	
2.	Identity document for each person authorised to act	
3.	Proof of authority to act in the form of a resolution	

# **Other Legal Entities**

1.	Founding documents (i.e. signed constitution or other founding documents)	
2.	Identity documents for each person authorised to act	
3.	Proof of authority to act in the form of a resolution	

# Agent, Authorised Persons, Controlling Person

1.	Authorising resolution, power of attorney, court order, letter of executorship etc.	
2.	Identity document for each person authorised to act on behalf of the investor	
3.	Identity document for each Controlling Person of the investor	